THE CITY OF
OXFORD

MINUTES

City of Oxford

Board of Aldermen

Regular Meeting

Tuesday, May 06, 2025 at 05:00 PM

City Hall Courtroom

1. Opening the Meeting

1.a. Call to order.

The meeting of the Mayor and Board of Alderman of the City of Oxford, Mississippi, was called to order by Mayor Tannehill at 5:00pm on Tuesday, May 6, 2025 in the courtroom of Oxford City Hall when and where the following were present:

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

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

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

1.b. Adopt the agenda for the meeting.

It was moved by Alderman Bailey, seconded by Alderman Crowe to adopt the agenda for the meeting with the addition of items 3.c.xiv, 3.c.xv, 3.c.xvi, 3.d.iii, and 6.d and to move item 4.a. to the consent agenda. 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 from the Regular Meeting on April 15, 2025. (Ashley Atkinson)

It was moved by Alderman Bailey, seconded by Alderman Howell-Atkinson, to approve the minutes from the Regular Meeting on April 15, 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 136051-136260 and ACHs 249-253, Trust & Agency claims numbered 52720-52807 and ACHs 158-164, Water & Sewer claims numbered 39971-40017 and ACHs 235-237, Metro Narcotics claims numbered 9183-9192 and ACHs 72-74, OPC Activity Fund claims numbered 4043-4093, a Bond & Interest claim numbered 7027, and a SB2468 claim numbered 1001, and totaling $6,692,021.29. 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 Addy 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 25-gallon water tank and pump with asset tag 2770 and a 50-gallon water tank and pump with asset tag 2769 surplus in the Buildings & Grounds Department and authorize their disposal. (Greg Pinion)
ii. Request permission to declare 8 2021-2022 IPS meter mechanisms with SNs 425360, 341688, 511474, 456674, 423033, 526073, 468466, and 456011, 2 meter mechanism keypads, 3 housing dome covers, and 2 broken housing vault doors surplus in the Oxford Police Department- Parking Enforcement Division and authorize their disposal. (Jeff McCutchen)

Agenda Attachments
1. B_G_Surplus.pdf
2. OPD_Parking_surplus.pdf

3.b. Grants:

i. Request permission to approve and authorize the Mayor to sign the Three Rivers Planning & Development District EDA Grant as a joint- entity with other counties in the district. (Amberlyn Liles)
ii. Request permission to accept a Keep Mississippi Beautiful Spring Community Grant in the amount of $425.00 for the benefit of the Environmental Services Department. (Amberlyn

Liles)

Agenda Attachments
1. TRPDD_grant_landfill.pdf

3.c. Human Resources:

i. Request permission to accept the retirement of Oxford Utilities-Water & Sewer Division employees, Jeff Jenkins and Jason Mooney, and to accept the retirement of Oxford Utilities- Electric Division employee, Eddie Slate, all effective June 30, 2025. (Braxton Tullos)
ii. Request permission to hire Landon Denley and Zaylen Booker as paid interns for the Oxford Utilities-Electric Division, each with an hourly rate of $15.00. (Braxton Tullos)
iii. Request permission to hire Hunter Hamilton as a Meter Reader in the Oxford Utilities-Electric Division, with an annual salary of $44,999.78. (Braxton Tullos)
iv. Request permission to approve step increases in the Development Services- Building Department for the following employees: Scott Allen for completing his Mechanical Inspector Certification; his new salary will be $65,563.62; Garrett Black for completing his Commercial Building Inspector Certification; his new salary will be $54,494.62, and Michael Brown for completing his Residential Building Inspector Certification; his new salary will be $53,687.07. (Braxton Tullos)
v. Request permission to accept the resignation of Part-Time employee, John Prewitt, at the Oxford Conference Center, effective May 10, 2025. (Braxton Tullos)
vi. Request permission to hire Sanvantez McCaster, as a Part-Time Facility Worker in the Oxford Conference Center Department, with an hourly rate of $12.00. (Braxton Tullos)
vii. Request permission to hire Slay Smith, William "Niles" Lovelady, Ronald Maxcy, Riley Smith, Sara Beth Huffman, Caroline Thacker, and Sean Doyle as Concessionaires, each with an hourly rate of $9.25, and to hire Killian Hollister as a Concession Supervisor with an hourly rate of $11.25 in the mTrade Park Department. (Braxton Tullos)
viii. Request permission to hire Brad Daigneault as a Part- Time Municipal Judge in the Municipal Court Department, with an annual salary of $50,000.00. (Braxton Tullos)
ix. Request permission to accept the resignation of Oxford Police Department employee, Ashley Williams, effective April 30, 2025. (Braxton Tullos)
x. Request permission to accept the resignation of Oxford Fire Department employee, Justin Bright, effective April 15, 2025. (Braxton Tullos)
xi. Request permission to hire Larry Harmon as a Firefighter in the Oxford Fire Department, with an annual salary of $52,417.78. (Braxton Tullos)
xii. Request permission to accept the resignation of Buildings & Grounds Department employee, Jonathan Hall, effective May 1, 2025. (Braxton Tullos)
xiii. Request permission to hire David Gray as a Full-Time Grounds Worker in the Buildings & Grounds Department, with an annual salary of $37,734.09. (Braxton Tullos)
xiv. Request permission to hire Abby McHenry as a Summer intern in the Development Services-Engineering Department with an hourly rate of $15.00. (Braxton Tullos)
xv. Request permission to hire Dexter Baker, Kedarious Dean, Ty'Kerrious Cohran, Christopher McCain, Keyon Liggins, and Kiree Wilson as Seasonal Laborers in the Environmental Services Department, each with an hourly rate of $15.00. (Braxton Tullos)
xvi. Request permission to promote Brandon Smith and Miciah Heard to Lieutenant I, each with a new annual salary of $59,113.98, and to promote Brian Langston to Lieutenant I/ EMT with a new salary of $60,887.40 in the Oxford Fire Department. (Braxton Tullos)
xvii. Request permission to approve volunteers for the Oxford ARC. (Kelli Briscoe)

3.d. Miscellaneous:

i. Request permission to approve water and/or sewer adjustments, in accordance with the Oxford Utilities Leak Adjustment Policy. (Rob Neely)
ii. Request permission to approve donations for the benefit of the Oxford ARC. (Kelli Briscoe)
iii. Request permission to approve a Proclamation declaring May 4-10, 2025 as National Travel and Tourism Week. (Kinney Ferris)
iv. Adopt a proclamation for National Salvation Army Week, May 12-18, 2025

Agenda Attachments

1. W_S_adjustments_05062025.pdf
2. ARC donations.pdf
3. National Travel and Tourism Week 2025 Proclamation.pdf
4. ImpactRackCard.pdf
5. Oxford Mayor's Proclamation final.pdf

3.e. Travel Requests:

i. Request permission for three OUT employees to attend the 2025 CTAA Expo in San Diego, CA on June 1-5, 2025 at a total cost of $8,578.68, with $8,360.68 being covered by an RATP scholarship. (Donna Zampella)
ii. Request permission for one employee to attend the 2025 MS Public Safety Summit on May 27-30, 2025 in Flowood, MS at an estimated cost of $848.00. (Jeff McCutchen)
iii. Request permission for one employee to attend Human Trafficking training on May 19, 2025 in Hernando, MS at an estimated cost of $150.00. (Jeff McCutchen)
iv. Request permission for one employee to attend MS Law Enforcement Child Abuse Conference on May 12-13, 2025 in Batesville, MS at an estimated cost of $100.00. (Jeff McCutchen)
v. Request permission for three employees to attend swift water rescue training on May 12-16, 2025 in Phenix City, AL at an estimated cost of $1,500.00. (Joey Gardner)
vi. Request permission for two employees to travel to the MDCC Law Enforcement Training Academy in Moorhead, MS on June 1, 2025 to teach a class on court procedure at no cost to the City. (Nickie Denley)
vii. Request permission for an employee to attend the MS/AL Engineering Society Summer Convention on June 8-12, 2025 in Gulf Shores, AL at an estimated cost of $2,200.00. (John Crawley)
viii. Request permission for two employees to attend the MLEOA Summer Conference and Training on June 7-13, 2025 in Bay St. Louis, MS at an estimated cost of $1,600.00. (Jeff McCutchen)
ix. Request permission for a WWTP employee to attend the MDEQ Wastewater Certification Short Course on June 23-27, 2025 in Senatobia, MS at an estimated cost of $320.00. (Rob Neely)
x. Request permission for an employee to attend the TVPPA Valley Rally on July 21-24, 2025 in Washington, DC at an estimated cost of $1,237.00. (Rob Neely)

Agenda Attachments
1. OUT_travel.pdf
2. OU_WWTP_travel_05062025.pdf
3. OU_travel_05062025.pdf

4. Regular Agenda: Other Departments

4.a. Request permission to approve and authorize the Mayor to sign the 2025-2026 Interlocal Agreement for the Funding of Early Childhood Reading Development Program. (Cara Buffington)

Agenda Attachments
1. Interlocal Agreement for Funding of Early Childhood and Reading Development Director 2025-2026 (2) 2 (4) (1) (2).pdf

It was moved by Alderman Addy, seconded by Alderman Bailey, to approve and authorize the Mayor to sign the 2025-2026 Interlocal Agreement for the Funding of the Early Childhood Reading Development Program. All the aldermen present voting aye, Mayor Tannehil declared the motion carried.

4.b. Request permission to accept additional Multi-Modal Grant Funds to be used for the OUT Facility Training Center and 4 Transit Starcraft Buses at a total of $248,145.00. (Donna Zampella)

Agenda Attachments
1. Multi-Modal_Grant_Funds_OUT.pdf

It was moved by Alderman Bailey, seconded by Alderman Howell-Atkinson, to accept additional Multi-Modal Grant Funds to be used for the OUT Facility Training Center and 4 Transit Starcraft Buses at a total of $248,145.00. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

4.c. Announce a vacancy on the Tree Board.

The Mayor announced a vacancy on the Tree Board. Any interested citizen may submit a letter of interest and resume to the Mayor's Office.

4.d. Request permission to make a sole source purchase of security equipment for the Oxford Police Department and Emergency Management Department. (Shane Fortner)

Agenda Attachments
1. Downtown District Security Equipment.pdf

It was moved by Alderman Addy, seconded by Alderman Hyneman to approve a Sole Source purchase from ARX Perimeters for (2) 60-unit Pitagone F18 Barrier Custom Trailer Kits for the Oxford Police Department and Emergency Management Department and to amend the budget as necessary. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

5. Regular Agenda: Police Department

5.a. Request permission for Goose Creek Tennis Club to host a fireworks show on June 28, 2025 at sundown. (Jeff McCutchen)

It was moved by Alderman Addy, seconded by Alderman Taylor to approve a request from Goose Creek Tennis Club to host a fireworks show on June 28, 2025 at sundown. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

5.b. Request permission to approve and authorize the Mayor to sign the SRO Agreement with the Oxford School District for the 2025-2026 school year. (Jeff McCutchen)

Agenda Attachments
1. OPD_SRO_Interlocal.pdf

It was moved by Alderman Bailey, seconded by Alderman Addy to approve and authorize the Mayor to sign the SRO Agreement with the Oxford School District for the 2025-2026 school year. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6. Regular Agenda: Development Services-Planning Department

6.a. Consider a request for a revocable license for a balcony at Rafter's located at 1002 Jackson Avenue. (Ben Requet)

Agenda Attachments
1. Rafter's Balcony Request Memo.pdf

The Board heard from Clay Scruggs regarding his request for a new balcony to be added at Rafter's, located at 1002 Jackson Avenue. He would like to add the balcony to improve the ingress and egress (it will add 2 additional entrances/exits) at his business and to ease the congestion at the entrance(s). He will also extend the sidewalk and move utilities at his own cost. If approved, the balcony area will add approximately 150-250 to his occupancy total. Chief McCutchen has concerns with the added occupancy as a part of the overall plan for the square and downtown areas.

After further discussion, it was moved by Alderman Hyneman, seconded by Alderman Bailey to table this issue until the Recess meeting on May 13th to give Mr. Scruggs time to gather the costs for extending the sidewalk, moving the utilities, and all other contingencies for inclusion in the final license document. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6.b. Request permission to approve a Preliminary and Final Plat for Case #3204, Capstone Development (Mac Monteith), for "The Lamar, Phase 1, Lot 1", for property located at 1305 Main Street, being further identified as PPIN 41130. (Robert Baxter)

Agenda Attachments
1. Case#3204.pdf

It was moved by Alderman Addy, seconded by Alderman Crowe, to approve, with noted conditions, a Preliminary and Final Plat for Case #3204, Capstone Development (Mac Monteith), for "The Lamar, Phase 1, Lot 1", for property located at 1305 Main Street, being further identified as PPIN 41130. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6.c. Consider a request for the extension of City utilities for a development outside the City limits of Oxford that includes a Site Plan Approval for Case #3207, North Mississippi Rural Legal Services, LLC (Ben Cole), for property located on County Road 321, being further identified as PPIN 10274. (Robert Baxter)

Agenda Attachments
1. Case #3207 MBoA.pdf

It was moved by Alderman Bailey, seconded by Alderman Addy, to approve, with noted conditions, a request for the extension of City utilities for a development outside the City limits of Oxford that includes a Site Plan Approval for Case #3207, North Mississippi Rural Legal Services, LLC (Ben Cole), for property located on County Road 321, being further identified as PPIN 10274. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6.d. Request permission to advertise for Request for Proposals (RFPs) for the Development of a Parks and Trails Master Plan for the City of Oxford. (Ben Requet)

Agenda Attachments
1. Oxford Parks and Trails Masterplan RFP Memo.pdf

It was moved by Alderman Addy, seconded by Alderman Hyneman to advertise for a Request for Proposal (RFP) for the development of a Parks and Trails Master Plan for the City of Oxford. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

7. Regular Agenda: Special Projects

7.a. Consider a request for allocation of 179 Energy Tax Deductions for the new Oxford Police Department building. (Mark Levy)

Agenda Attachments
1. Memo-179D_Energy_Allocation-_New Police Station.pdf

It was moved by Alderman Addy, seconded by Alderman Bailey to approve a 50/50 allocation of 179 Energy Tax Deductions for the new Oxford Police Department building. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

7.b. Request permission to advertise for bids for an interior renovation at the Oxford-University Transit building. (Mark Levy)

Agenda Attachments
1. Permission to advertise for bids for interior renovation at the Oxford Transit building.pdf

It was moved by Alderman Bailey, seconded by Alderman Crowe to advertise for bids for an interior renovation at the Oxford-University Transit building. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

7.c. Request permission to advertise for RFPs (Requests for Proposals) for a renovation to the Avent Park playground. (Mark Levy)

It was moved by Alderman Bailey, seconded by Alderman Addy to advertise for Requests for Proposals (RFPs) for a renovation to the Avent Park playground. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

8. Regular Agenda: Development Services-Engineering Department

8.a. Request permission to accept the bids received and award the bid for drinking water well No. 3 and a raw water line to the Whirlpool Treatment Plant and Elevated Tank. (John Crawley)

Agenda Attachments

1. Memo - Request to Approve the Bid for Whirlpool Well No. 3 - Combined.pdf

It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to accept the bids received and award a bid, in the amount of $1,725,857.00, to The Donald Smith Company, for drinking water well No. 3 and a raw water line to the Whirlpool Treatment Plant and Elevated Tank. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

8.b. Consider Final Quantity Change Order No. 3 and Final Payment Application No. 3 for the mTrade Park Roundabout Project. (John Crawley)

Agenda Attachments
1. Memo - Request to Approve Final Quantity CO No.3 and Final Payment Application No. 3 for mTrade Park Roundabout Project - Combined.pdf

It was moved by Alderman Addy, seconded by Alderman Hyneman to approve Final Quantity Change Order No. 3, in the amount of $13,655.97, and Final Payment Application No. 3, in the amount of $91,134.70, to M & N Excavators, Inc. for the mTrade Park Roundabout Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

8.c. Request permission to approve Task Order No.10 for Professional Services with Waggoner Engineering related to the re-bid of the South 16th Street/Haley Well Project (Army Corps of Engineers 592 Program). (John Crawley)

Agenda Attachments
1. Memo - Request to Approve Task Order No.10 for Services with Waggoner Engineering Related to S.16th Street Project - Combined.pdf

It was moved by Alderman Bailey, seconded by Alderman Addy to approve Task Order No. 10, in the amount of $12,500.00, for Professional Services with Waggoner Engineering related to the re-bid of the South 16th Street/Haley Well Project (Army Corps of Engineers 592 Program). All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

8.d. Consider Change Order No. 4 for the SR 7 Water and Sewer Relocations, Phase IIB. (John Crawley)

Agenda Attachments
1. Memo - Request to Approve CO No. 4 for SR 7 Phase II B Project - Combined.pdf

It was moved by Alderman Bailey, seconded by Alderman Crowe to approve Change Order No. 4, to Argo Construction, in the amount of ($45,984.00), for the SR 7 Water and Sewer Relocations, Phase IIB. All the aldermen present voting aye, Mayor Tannehill.

8.e. Consider a request from RH Design-Build to work on Sundays in May and June at The Belle in The Lamar. (John Crawley)

Agenda Attachments
1. Memo - Request by RH-Design Build to Work on Sundays in May and June at The Belle in The Lamar - Combined.pdf

It was moved by Alderman Addy, seconded by Alderman Hyneman to approve a request from RH Design-Build to work on Sundays in May and June at The Belle in The Lamar. If any complaints are received, this request will be re-evaluated. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

8.f. Consider a request for an extended sidewalk closure at North 14th Street by Newk's. (John Crawley)

Agenda Attachments
1. Memo - Request for Extended Sidewalk Closure, North 14th Street by Newks.pdf

It was moved by Alderman Bailey, seconded by Alderman Hyneman to approve a request for an extended sidewalk closure, to alow for the installation of new switch gear at North 14th Street by Newk's. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

8.g. Request permission to approve a General Services Agreement and Task Order No. 1 for Neel-Schaffer, Inc. for the West Jackson Avenue Intersection Study. (John Crawley)

Agenda Attachments
1. Memo - Request to Approve General Services Agreement and Task Order No.1 for Neel-Schaffer, Inc for West Jackson Avenue Intersection Study - Combined.pdf

It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to approve a General Services Agreement and Task Order No. 1, in the amount of $120,000.00, for Neel-Schaffer, Inc. for the West Jackson Avenue Intersection Study. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

8.h. Consider a Resolution of the Mayor and Board of Aldermen of the City of Oxford, Mississippi adopting an update to the LOU Transportation Plan. (John Crawley)

Agenda Attachments
1. Resolution - Adopting Updates to LOU Transportation Plan - Combined.pdf

It was moved by Alderman Bailey, seconded by Alderman Crowe to approve a Resolution of the Mayor and Board of Aldermen of the City of Oxford, Mississippi adopting an update to the LOU Transportation Plan. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

8.i. Request permission to approve and authorize the Mayor to sign an MDOT ROW application for Ricky D. Britt, Sr. Blvd. and Hwy 6 Intersection. (John Crawley)

Agenda Attachments
1. MEMO Request Permission to sign MDOT ROW application for Ricky D Britt.pdf

It was moved by Alderman Hyneman, seconded by Alderman Taylor to approve and authorize the Mayor to sign an MDOT ROW application for Ricky D. Britt, Sr. Blvd. and Hwy 6 West Intersection. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

8.j. First Reading of an Ordinance amending the traffic calming policy. (John Crawley)

Agenda Attachments
1. MEMO First Reading of Changes to Traffic Calming Policy.pdf
2. Traffic-Calming-Policy.pdf

The second reading and public hearing on this proposed Ordinance will be at the next Regular meeting.

9. Regular Agenda: Closing the Meeting

9.a. Consider an executive session.

It was moved by Alderman Bailey, seconded by Alderman Crowe to consider an executive session for personnel issues, matters related to property ownership and potential litigation. 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 personnel issues in the Environmental Services Department, Buildings & Grounds Department, and the Oxford Police Department, matters related to property ownership on University Ave and Anderson Road and matters related to potential litigation regarding a historic property and annexation. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Addy, seconded by Alderman Hyneman to approve and authorize the Mayor to sign agreements with iRow for just compensation for property owners along University Avenue at the Regions Bank location in the parking lot owned by Grantham Construction. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Hyneman, seconded by Alderman Addy to authorize a purchase offer to a property owner on Anderson Road for approximately 7.5 acres, as the location for a new water tower/tank. All the aldermen present voting aye, Mayor Tannehill declared the

motion carried.

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

It was moved by Alderman Addy, seconded by Alderman Crowe to suspend Environmental Services employee, Jeran Brown, for 5 days without pay for the violation of City policy and to attend voluntary counseling. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Howell-Atkinson, seconded by Alderman Hyneman to suspend Buildings & Grounds employee, Jmyris Mason, for 3 days for the violation of City policy. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Addy, seconded by Alderman Crowe to change the salary of Oxford Police Department employee, Kayla Martin, to $65,000.00, effective May 7, 2025. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

9.b. Recess to meet on Tuesday, May 13, 2025 at 3:00pm.

It was moved by Alderman Hyneman, seconded by Alderman Crowe to recess the meeting until Tuesday, May 13, 2025 at 3:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk

CORPORATION OF OXFORD, MISSISSIPPI

THE CITY OF
OXFORD

SURPLUS FORM

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

Date of Request: 4-29-25

Department that owns Fixed Asset: B&G

Fixed Asset Tag Number (If item is not tagged, please put N/A): 02770

Physical Location of Asset: B&G

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

N/A \ N/A \ N/A

Make / Model / Year

N/A \ N/A

VIN / Serial Number / Color

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

Description of Tool (including brand): 2594 water tank & Pump

\

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

THE CITY OF
OXFORD

SURPLUS FORM

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

Date of Request: 4-29-25

Department that owns Fixed Asset: B&G

Fixed Asset Tag Number (If item is not tagged, please put N/A): 02769

Physical Location of Asset: B2G

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

N/A \ N/A \ N/A

Make Model Year

N/A N/A \ N/A

VIN / Serial Number Color

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

Description of Tool (including brand): 50 Gal water tank & Pump

N/A \

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

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

Name of Person Submitting Surplus Request: [signature]

Date Approved by BOA:

107 Courthouse Square
Oxford, MS 38655

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

THE CITY OF
OXFORD

SURPLUS FORM

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

Date of Request: 4-28-25

Department that owns Fixed Asset: OPD PACE Unit / Parking Division

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

Physical Location of Asset: Parking garage

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

8 IPS meter mechanisms \ MK5 \ 2021-2022

Make Model Year

0425360, 0341688, 0511474, 0456674, 0423033, 0526073, 0468466, 0456011 \ silver

VIN / Serial Number Color

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

Description of Tool (including brand): N/A

_____ \ _____

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

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

2- meter mechanism key pads

3- housing dome covers

2- Broken housing vault door

Name of Person Submitting Surplus Request: Lt. David Sabin OPD

Date Approved by BOA: _____

107 Courthouse Square
Oxford, MS 38655

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

FORM CD-451
(REV. 11/18)

U.S. DEPARTMENT OF COMMERCE

AMENDMENT TO FINANCIAL ASSISTANCE AWARD

☑ GRANT ☐ COOPERATIVE AGREEMENT

FEDERAL AWARD ID NUMBER
ED24ATL0G0226

CFDA NO. AND NAME
11.307 - Economic Adjustment Assistance

PROJECT TITLE
TRSWMA Transfer Station Enhancements

RECIPIENT NAME
Three Rivers Solid Waste Management Authority

STREET ADDRESS
75 S. Main St.

Pontotoc, MS 38863-2914

AMENDMENT NUMBER
1

EFFECTIVE DATE
Date of Amendment

EXTEND PERIOD OF PERFORMANCE TO (IF APPLICABLE)
NA

RECIPIENT NAME
Lee County, Mississippi

STREET ADDRESS
200 W. Jefferson St.

CITY, STATE, ZIP CODE
Tupelo, MS 38804-3953

RECIPIENT NAME
Monroe County, Mississippi

STREET ADDRESS
201 W. Commerce St.

CITY, STATE, ZIP CODE
Aberdeen, MS 39730-2633

RECIPIENT NAME
City of Oxford, MS

STREET ADDRESS
107 Courthouse Square

CITY, STATE, ZIP CODE
Oxford, MS 38655-4068

FOR REFERENCE ONLY

COSTS ARE REVISED AS FOLLOWS:	PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST
FEDERAL SHARE OF COST	$ 2,000,000	$0.00	$0.00	$ 2,000,000
RECIPIENT SHARE OF COST	$ 5,359,722	$0.00	$0.00	$ 5,359,722
TOTAL ESTIMATED COST	$ 7,359,722	$0.00	$0.00	$ 7,359,722

REASON(S) FOR AMENDMENT

Administrative amendment to add co-recipents.

This Amendment Document (Form CD-451) signed by the Grants Officer constitutes an Amendment of the above-referenced Award, which may include an obligation of Federal funding. By signing this Form CD-451, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Amendment offer and de-obligate any associated funds.

☒ SPECIFIC AWARD CONDITION(S)
☐ LINE ITEM BUDGET
☐ OTHER(S): _____

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER
Sheba Person-Whitley, Regional Director

SHEBA PERSON-WHITLEY
Digitally signed by SHEBA PERSON-WHITLEY
Date: 2025.04.28 06:34:45 -07'00'

DATE

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL
Carl Cadden, Board President, Three Rivers Solid Waste Management Authority

DATE

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL
Wesley Webb, President Lee County Board of Supervisors

DATE

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL
Rubel West, President Monroe County Board of Supervisors

DATE

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL
Robyn Tannehill, Mayor City of Oxford

DATE

AMENDMENT TO
SPECIFIC AWARD CONDITIONS
U.S. DEPARTMENT OF COMMERCE
Economic Development Administration (EDA)

Construction Projects: Public Works and Economic Adjustment Assistance Programs under Sections 201 and 209 of the Public Works and Economic Development Act, as amended, 42 U.S.C. §§ 3141 and 3149

Project Title: TRSWMA Transfer Station Enhancements	
Recipient Name: Three Rivers Solid Waste Management Authority, Mississippi Lee County, Mississippi Monroe County, Mississippi City of Oxford, Mississippi	**Project Number:** ED24ATL0G0226

FOR REFERENCE ONLY

The Specific Award Conditions for Financial Assistance Award Number ED24ATL0G0226 are hereby amended as follows:

34. LEAD RECIPIENT DESIGNATION AND OBLIGATIONS: This Award is made to multiple Recipients as identified in the Financial Assistance Award Form CD-451 to which these Special Award Conditions are attached. The Government requested that one of the Recipients be designated as the lead recipient to facilitate the administration of this Award. The Recipient named first in the Recipient name block on the CD-451 to which this Exhibit "A" is attached has agreed in writing to be designated as lead recipient (Lead Recipient). The co-recipients acknowledge, agree with and consent to this designation and authorize and consent to the Lead Recipient taking and performing the obligations set forth below in this Special Award Condition. A.) The Recipients agree that all funds available pursuant to this Award shall be solely disbursed by the Government to the Lead Recipient. The Lead Recipient agrees to be responsible for the further disbursement of all such funds received from the Government pursuant to this Award strictly in accordance with the Budget attached to this Award. Such disbursement by the Lead Recipient shall be made in accordance with all applicable requirements of the Government as identified and set forth on the Financial Assistance Award Form CD-451 to which these Special Award Conditions are attached. B.) The Recipients agree that the Lead Recipient is authorized to and shall negotiate, enter into and execute all contracts (including but not limited to all construction and construction-related contracts), if any, necessary for the performance of the Recipients' obligations pursuant to this Award. C.) The Lead Recipient further agrees to be responsible for accumulating all necessary information for and the submission of all reports required to be submitted to the Government pursuant to this Award.

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

04/09/25 - 04/30/25

TO BE APPROVED: 05/06/25

ACCOUNT NUMBER	CUSTOMER NAME	ADDRESS	WATER ADJUSTMENT	SEWER ADJUSTMENT	ADJUSTMENT TYPE
208735-040030	JEFFREY PITTMAN II	4 PRIVATE ROAD 3151 APT. 9	-$15.98	-$21.24	INSIDE
208741-048647	DIEGO GARCIA	5 PRIVATE ROAD 3151 APT. 2	-$38.34	-$50.98	INSIDE
007882-051241	NALLEYLY CAMPOS REYES	10 COUNTY ROAD 1080	-$114.93	-$258.18	OUTSIDE
212041-032438	CLIFTON BOREN	1010 FRONT STREET APT. D	-$46.51	-$123.66	OUTSIDE
004932-022382	CHARLES MCJUNKINS	1048 SUNCREST DRIVE	-$30.18	-$79.77	OUTSIDE
206641-050232	THOMAS WASSON	309 S 15TH STREET	-$48.64	-$129.33	OUTSIDE
207758-107530	BENNIE S MIKELL III	320 MURRAY STREET	-$10.30	-$26.90	OUTSIDE
206398-028765	JOHN M POAG	1152 S 14TH STREET	X	-$89.68	POOL
206487-003140	WILL GUEST	1580 BUCHANAN AVENUE	X	-$56.64	POOL
205669-105577	WANDA R WOODS	12A LANDAS ROAD	-$29.47	X	WT ONLY
226358-124185	DIANE CAROTHERS	151 COUNTY ROAD 405	-$919.94	X	WT ONLY
224901-122729	ANDREW P MULLINS JR	203 RACHELLE DRIVE	-$72.56	X	WT ONLY
226222-124049	JEANETTE JOHNSON	207 COUNTY ROAD 271	-$133.93	X	WT ONLY
226244-124071	ELIZABETH SANDERS	425A HIGHWAY 6 E	-$413.46	X	WT ONLY
224716-122564	TOMMY LAMBERT	800 PRAIRIEVIEW ROAD	-$860.04	X	WT ONLY
		TOTAL:	**-$2,734.28**	**-$836.38**	

OXFORD
ANIMAL RESOURCE CENTER

MEMORANDUM

To: Board of Aldermen
From: Kelli Briscoe
CC:
Date: May 6, 2025
Re: Authorize the approval of donations

The Oxford Animal Resource Center requests approval from the Mayor and Board of Aldermen to accept the following donations:

1. Hollywood Feed, LLC - $35.57

I recommend approval.

National Travel and Tourism Week 2025 Proclamation

WHEREAS the travel industry is essential to the success of every industry and will continue to be a critical part of Oxford, Mississippi's economy, development, and workforce.

WHEREAS travel is an economic powerhouse for every state and destination across the country, with an economic output of $2.9 trillion, supporting 15 million American jobs.

WHEREAS travel spending supports vibrant and safe communities in Oxford, Mississippi and across the United States by generating $89 billion in state and local tax revenue in 2024 to support essential services, such as education, emergency response, public safety and more.

WHEREAS travel enables success for all industries—including manufacturing, agriculture, defense, healthcare and more—by driving sales growth, innovation, education, and operations that power our economy, our nation, and Oxford, Mississippi.

WHEREAS America's travel industry cannot be globally competitive without maximizing growth in leisure, business, and international inbound travelers; increasing travel to and within the United States drives our economy to a more prosperous future and connects America.

WHEREAS One in every 11 U.S. jobs depends on travel, making it a critical driver of America's economy and a force for connection and opportunity.

WHEREAS travel is an essential industry, and we must continue to communicate that growing travel leads to economic growth, benefits businesses, fosters mutual understanding, and connects the nation.

Therefore, I, Mayor Robyn Tannehill, do hereby proclaim May 4-10, 2025 as National Travel and Tourism Week in Oxford, Mississippi, and urge the citizens of Oxford, Mississippi to join me in recognizing the essential role this industry plays in Oxford, Mississippi.

VISIT OXFORD MISSISSIPPI

Travel & Tourism Impact
Oxford & Lafayette County FY 2024

Visitors
1.6 Million

Visits
15.5 Million

Overnight Trips
1.4 Million

Visit Nights
3.6 Million

*Avg. nights stayed per overnight trip = 2.56

GROWTH OF OVERNIGHT TRIPS

Dec. '23	up 23%
Jan. '24	up 15.4%
Feb. '24	up 21%
Aug. '24	up 36.5%

GROWTH BY ORIGIN MARKET

Nashville	up 28.9%
Houston	up 18.3%
Dallas	up 16.1%
Atlanta	up 15.2%

* SOURCE: PLACER LABS

VISIT OXFORD MISSISSIPPI

Travel & Tourism Impact
Oxford & Lafayette County FY 2024

F&B Tax

$4.88 *Million* up **5% YOY**

Lodging Tax

$953,433 up **16% YOY**

Leisure & Hospitality Jobs in Lafayette County in FY 2024

5,000

* BUREAU OF LABOR STATISTICS

Household Savings

$1,636

2023 Visitor Spend

$528.6 *Million*

2023 State/Local Taxes

$30.3 *Million*

* SOURCE: MISSISSIPPI TOURISM ASSOCIATION

NATIONAL SALVATION ARMY WEEK

PROCLAMATION

WHEREAS - The Salvation Army has been serving the people of Oxford and Lafayette County for 33 years physically, emotionally, and spiritually; and

WHEREAS, The Salvation Army is present wherever the need is greatest, especially during times of crisis, where vulnerable citizens are more at risk of becoming homeless, hungry, addicted, or spiritually tired; and

WHEREAS - The Salvation Army invites the people of Oxford, Mississippi to "Love Beyond" and help the organization continue to provide life-changing aid by giving to those who need it most; and

WHEREAS it is fitting and proper on Salvation Army Week to recognize the tremendous impact of philanthropy, volunteerism, and community service in the city of Oxford; and

WHEREAS The National Salvation Army Week is an opportunity to encourage citizens to serve others with their resources and time during the difficult periods of life many of are experiencing.

NOW, THEREFORE, I, Robyn Tannehill, Mayor of the City of Oxford, do hereby proclaim May 12-18, 2025, as National Salvation Army Week in the City of Oxford and encourage all citizens to join together to give back to the community in any personally meaningful way.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Oxford, Mississippi to be affixed May 14, 2025.

Robyn Tannehill

Mayor of Oxford

Oxford University Transit
Travel Request Form

List all Travelers: Donna Zampella
John Britton
1 Driver (TBA)

Explain Reason for Travel: CTAA Expo 2025

Destination: San Diego, CA

Departure Date: June 1, 2025 Return Date: June 5, 2025

Estimated Traveler Meals and Transportation Cost

Airfare/Room Airfare Estimate:	$2175.00
Mileage Expense:	$ 68.00
Parking Expense:	$ 100.00
Rental Car/Uber Expense:	$ 150.00
Meal Expense:	$1161.00

Other Cost

Motel/Hotel Name Town and Country Convention Center

Lodging Cost: $3,424.68

Registration Cost: $1500.00

Method of Travel Private Vehicle/Air Lines

Travel Cost $

Total Cost Per Person $ **Total Cost for Trip** $ 8,578.68

Funding Source RTAP Scholarship - reimbursement $8,360.68 **City Cost out of pocket – $43.60**

MDOT Approval Shirley Wilson **Date** 4/30/2025

Aldermen Board Approval **Date**

Date: 4/30/2025

Dear Board of Alderman,

I am writing to request approval to attend the Community Transportation Association of America EXPO 2025 and CALACT Spring Meeting.

Participating in this conference will allow me to engage in educational sessions that are directly relevant to my work, enhancing my knowledge, understanding, and skills within the transit industry. Additionally, I will have the chance to network with transit professionals and peers from across the United States. The workshops and educational sessions cover various categories pertinent to my role, including:

- Data literacy
- Technology and systems evolution
- Workforce development
- Fleet management
- Microtransit and paratransit trends and best practices
- Federal legislative and policy updates

Attending this industry event will provide significant professional benefits, which in turn will positively impact Oxford University Transit. This conference is attended by leaders in the public transportation industry and is invaluable to the industry itself as a hub for connection and new ideas with vendors, government officials, and our peers in transit.

I am seeking approval for the registration fee and travel expenses to the conference. My estimated total budget would be 8,320.38 - City out of pocket is $43.60.

Thank you for your consideration. I'm confident that this opportunity to develop professionally and gain knowledge will have a direct positive impact on Oxforxd University Transit, and will make my attendance at the CTAA EXPO 2025 and CALACT Spring Meeting a great investment!

Thank you,
Donna Zampella, General Manager

Already registered?

Summary Agenda Contact Us

Register Now

JOIN US IN SAN DIEGO JUNE 2-4, 2025!

ABOUT CTAA EXPO 2025 and CALACT Spring Meeting

CTAA's EXPO is the premier annual event for community and public transportation professionals to participate in essential learning events and network with colleagues. Speakers and sessions will keep attendees up to date with innovative technology, workforce development, communication strategies, funding and regulations. The EXPO also features a tradeshow with all of the latest community transportation goods and services.

We are thrilled to be partnering with CALACT in 2025 to co-host this incredible gathering.

EXPO PRICES

Your registration includes lunch on Monday, full access to all workshops, trade show exhibits, bus show, and all networking events including one ticket to the Big Night Out (California Love Party).

NOTE: Intensives are an additional fee and can be added to your base price as you register.

Cancellation Policy: If registration is cancelled by April 25, 2025, registrant will receive a refund of $600. If intensive registration is cancelled by April 25, 2025, registrant will receive a refund less $100. ($500 will be refunded for the $600 courses, $200 will be refunded for the $300 courses.) Name change is allowed up until the event.

EXPO Attendance Justification Form

Download and fill out our **EXPO Attendance Justification Form** if you need one for approval to attend.

Interested in Sponsorships or Exhibit Space?

- EXPO 2025 Promotional Opportunities Prospectus
- Check out the Exhibitor Booth Factsheet and Budget Planner to find out what set-up is best for your company
- Want to Exhibit? Click here to check out the Floorplan. ... and then click here to register your booth

WHAT TO EXPECT

Workshops

The conference offers a wide array of workshops designed to enhance knowledge and skills in the transit industry. These workshops cover topics critical to the industry, including the latest technologies, regulatory updates, and best practices from transit providers across the country.

Learn More

Networking

The CTAA EXPO is a prime venue for networking with industry professionals, including transit managers, policymakers, and corporate partners. Attendees build valuable connections, share experiences, and collaborate on initiatives. These interactions can lead to new opportunities and partnerships that benefit both individuals and organizations.

Learn More

Innovative Exhibits

The conference hosts an extensive exhibit hall showcasing cutting-edge products and services that are transforming the transportation industry. Attendees can explore the latest innovations, engage with exhibitors, and discover tools that can enhance operational efficiency and improve service delivery.

Learn More

EVENT DETAILS

WHEN

June 2, 2025 - June 4, 2025

7:00 AM - 11:00 PM Pacific Time

Add to Calendar

WHERE

Town and Country Resort

500 Hotel Cir N
San Diego, CA 92108
USA

Get Location

HOST

CTAA Events Team

events@ctaa.org

Contact Us

Cancellation Policy: If registration to CTAA EXPO 2025 is cancelled by **April 25, 2025**, registrant will receive a refund of $600. If intensive registration is cancelled by April 25, 2025, registrant will receive a refund less $100. ($500 will be refunded for the $600 courses, $200 will be refunded for the $300 courses.) ***Name change is allowed up until the event.***

3. Request permission for employee to attend the MDEQ Wastewater Certification Short Course in Senatobia, MS June 23-27, 2025. ($320.00) (Rob Neely)

Oxford Utilities requests permission to send one Wastewater Treatment plant employees, John Barefoot to a wastewater short course sponsored by Mississippi Rural Water Association. This training and certification is required for their jobs and included in the FY25 budget. He will drive back and forth from Oxford to Senatobia for training thus a hotel room is not required.

John Barefoot Registration Fee: $ 320.00

2. Request permission for employee to attend the TVPPA Valley Rally in Washington, DC June 22-25, 2025. ($1,237.00) (Rob Neely)

Oxford Utilities general manager Rob Neely has been invited to participate in the TVPPA Valley Rally in Washington DC on June 23-25, 2025. This will be an opportunity to meet with the Valley Delegation of Representatives and Senators to help carry to message for TVA and the local power companies. This is a very tumultuous time for TVA, as the current administration has dismissed two TVA board members and the TVA board no longer has a quorum. Additionally our message will include issues that utilities face such as generation capacity constraints, supply chain issues, transformer standards, NEPA requirements, etc. It's a valuable use of our time because these issues directly affect the ability to deliver electricity reliability and affordably to our customers. The cost of this travel is included in the FY2025 budget.

Rob Neely	
Flight	$ 400.00
Hotel	$ 600.00
Meals	$ 237.00
TOTAL	**$1,237.00**

2025-2026 INTERLOCAL AGREEMENT FOR FUNDING OF EARLY CHILDHOOD AND READING DEVELOPMENT PROGRAM

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

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

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

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

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

summer learning.

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

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

4. The parties understand that OSD hired a School Readiness Coordinator in July 2019, based on recommendations brought forth by a joint search committee appointed by the superintendents of OSD and LCSD. This position was a part-time certified position, but will transition to a full time position for the 2025-2026 school year. The School Readiness Coordinator's salary will be funded through donations to the Early Learning Collaborative. The parties' intent is that the School Readiness Coordinator position will be funded as a full-time certified position only when donations to the L.O.U Early Learning Collaborative exceed the amount of $100,000 during the prior academic year. This full-time position will be employed by and provided appropriate facilities by OSD.

5. This agreement shall be effective on the date the agreement is approved by the Attorney General and shall expire on June 30th, 2026. If the parties desire to renew the agreement, each party shall give written notice of its intent to exercise its option to renew the agreement sixty (60) days before expiration of the initial term of the agreement.

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

SIGNED and AGREED to, this the _____ day of _____, 2025.

OXFORD SCHOOL DISTRICT

_____
President

_____
Secretary

SIGNED and AGREED to, this the _____ day of _____, 2025.

LAFAYETTE COUNTY SCHOOL DISTRICT

_____
President

_____
Secretary

SIGNED and AGREED to, this the _____ day of _____, 2025.

CITY OF OXFORD, MISSISSIPPI

_____
Mayor

_____
City Clerk

SIGNED and AGREED to, this the _____ day of _____, 2025.

LAFAYETTE COUNTY, MISSISSIPPI

_____
President, Board of Supervisors

_____
County Administrator

Brad White
Executive Director
Jeff Ely, P.E.
Chief of Staff

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Earl Glenn, Jr., P.E.
Deputy Executive Director/Chief Engineer
Lisa M. Hancock, CPA
Deputy Executive Director/Administration

March 31, 2025

Ms. Donna Zampella, General Manager
Oxford – University Transit
409 McElroy Drive
Oxford, MS 38655

Dear Ms. Zampella:

SUBJECT: Multi-Modal Supplemental Agreement #1 – Contract #503754-341000; 341100
City of Oxford

Enclosed for your files are three (3) originals of the Supplemental Agreement #1 for the above referenced contract. The Supplemental to amend the contract budget amount to allow for an increase to capital costs. You are requested to return all three of the signed agreements to my attention on or before Friday, April 18, 2025. We will return one completely executed agreement for your records.

If you have any questions or require other assistance, please contact Roderick Bailey of our office or me by telephone at (601) 359-7800 or by fax (601) 359-7777.

Sincerely,

Shirley Wilson, Director
Public Transit Division

SW:rb

Enclosure(s)

APPROVED

Attachment A

AMENDED-PROJECT BUDGET				
City of Oxford				
Multi-Modal Public Transit Project				
July 1, 2024 - June 30, 2025				
Contract Number: 503652-341000; 341100				
Scope	Multi-Modal Funds	Local Funds	Federal Funds	Total Cost
Capital; 503754- 341000	$88,184.00		$118,000.00	$147,500.00
Capital; 503754- 341000	$159,961.00		$639,843.00	$799,804.00
	$0.00			$0.00
Operation: 503754- 341100	$0.00		$0.00	$0.00
				$0.00
Total	$248,145.00	$0.00	$757,843.00	$947,304.00

Note: Capital: 503652-341000;
Facitlity Training Center- $88,184
Four (4) Transit Starcraft 30+2's Cut-a-ways $159,961

MULTI-MODAL PUBLIC TRANSIT GRANT
SUPPLEMENTAL AGREEMENT NUMBER 1

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
JACKSON, MISSISSIPPI

AGREEMENT NO. 503754-341000;341100

WHEREAS, the **City of Oxford** (hereinafter referred to as CONTRACTOR) entered into an agreement with the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (herein after referred to as "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation (herein after referred to as "MDOT"), and

WHEREAS, Section 65-1-701 et. seq, Miss. Code Ann. (1972) as amended, authorizes the COMMISSION, subject to the limitations and conditions stated therein, to render financial aid for the development and improvement of public transportation projects; and

WHEREAS, The CONTRACTOR has submitted a request for Multi-Modal Funds (herein referred to as the Application) to the COMMISSION for financial assistance to be expended by or on behalf of the CONTRACTOR in support of the approved project; and

WHEREAS, MDOT has authorized the project by executing Multi-modal Public Transit Grant Project No. **503754-341000; 341100**; and

WHEREAS, it has been determined by the COMMISSION and the CONTRACTOR that it is necessary to increase funds allocated to the rural general public transit project; and

WHEREAS, the original agreement authorized **$29,500.00** for capital cost for the public transit project; and

WHEREAS, it has been determined by MDOT, that it is necessary to revise the contract budget to allow for a maximum of Two Hundred Forty-eight Thousand One Hundred Forty-five Dollars **($248,145.00)** in Multi-Modal funds to support additional cost for the CONTRACTOR. This is an increase of Two Hundred Eighteen Thousand Six Hundred Forty-five dollars **($218,645.00).**

The CONTRACTOR'S acceptance of this Offer shall be evidenced by execution of this instrument by a duly authorized representative of the CONTRACTOR and said offer and acceptance shall comprise a Public Transit Multi-Modal Grant Agreement. It shall become effective as of the date of the last execution below.

This Supplemental Agreement #1 in no way modifies or changes the original Contract Agreement of which it becomes a part, except as specifically stated herein.

City of Oxford
Multi-Modal Supplemental Agreement #1
Agreement No. 503745-341000; 341100
Increase of $218,645

Director/Authorized Representative _____ 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 _____ Date _____
Executive Director
Mississippi Department of Transportation

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OXFORD
EMERGENCY
MANAGEMENT

MEMORANDUM

To: Robyn Tannehill, Mayor

CC: Board of Aldermen

From: Shane Fortner, Director

Date: May 6, 2025

Subject: Request to Purchase Downtown District Security Equipment

I am requesting permission to purchase security equipment for the Downtown District. The equipment will be used during special events, Ole Miss home football weekends, and permitted events as deemed necessary by the Oxford Police Department, Oxford Fire Department, or Oxford Emergency Management.

(2) 60-Unit Pitagone Trailers for $215,000.

(2) Axon Skydio Drones for $50,560.60

Total Cost: $265,560.60

399 MCELROY DRIVE, OXFORD, MS 38655
T 662-224-4654
E OXFORDEMA@OXFORDMS.NET

City of Oxford - (2) 60 Unit Pitagone F18 Barrier Custom Trailer Kits PURCHASE

City of Oxford
107 Courthouse Sq
Oxford, MS 38655
United States

Shane Fortner
oxfordema@oxfordms.net
662-224-4654

Reference: 20250428-122110687
Quote created: April 28, 2025
Quote expires: July 27, 2025
Quote created by: Carson Schenk
Director of Marketing
carson.s@arxperimeters.com
+17047971083

Comments from Carson Schenk

1) Any local, state and federal taxes will be added to the invoice unless tax exempt certification is provided by the purchaser.
2) Freight costs are estimates based on standard shipping and subject to change based market rates.
3) When you are ready to move forward with the purchase, please sign this proposal and complete the ARX New Customer Intake Form for us to process the initial invoice. **A Purchase Order received will NOT be approved without this signed quote and the completed ARX New Customer Intake Form.**
4) ***Unless there is a change in information, do not complete new customer intake form.* Click Here for ARX NEW CUSTOMER INTAKE FORM
5) For your security this page is password protected.
The Password is: PerimeterProtection24

Links to Product Resources:
Pitagone F18 Barrier Trailer Kit Photos
Pitagone F18 Mobile Vehicle Barrier Assembly Video
Pitagone F18 Mobile Vehicle Barrier Informative Video
Download Product Brochure

Products & Services

Product Photo	Item & Description	Quantity	Unit Price	Total
	60-Unit Pitagone F18 Barrier Custom Trailer Kit Includes a 8.5' x 24' enclosed auto hauler trailer, or similar, with a total of 60 Pitagone F18 HVM barriers. Includes E-Z Track System. Trailer can be used as a multi purpose trailer.	2	$103,576.00	$207,152.00

One-time subtotal	$207,152.00
ESTIMATED SHIPPING TO OXFORD MISSISSIPPI	$7,848.00
Total	**$215,000.00**

Purchase terms

Payment Terms: 100% Prepayment prior to shipping.
Lead Time: 8 weeks from receipt of APPROVED Purchase Order, signed proposal, and completed New Customer Intake form
Payment Method: Check, ACH, Wire Transfer.
Proposal Validity: 90 Days from date on the proposal.
Delivery Address: 10 Industrial Park Dr, Oxford, MS 38655

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Shane Fortner
oxfordema@oxfordms.net
[sig|req|signer1]

Carson Schenk
carson.s@arxperimeters.com
[sig|req|signer2]

Questions? Contact me

Carson Schenk
Director of Marketing
carson.s@arxperimeters.com
+17047971083

ARX Perimeters, LLC.
421 Heathrow Ct
Burr Ridge, IL 60527
United States

OXFORD
EMERGENCY
MANAGEMENT

MEMORANDUM

To: Ashley Atkinson, City Clerk-Finance Director

CC: Jessi Tolleson, Comptroller

From: Shane Fortner, Director

Date: May 6, 2025

Subject: Sourcewell Cooperative Purchasing Contract

The City of Oxford will purchase two (2) Skydio x10 drones, along with all associated equipment, accessories (including cases, controller, batteries, speaker mic, spotlight, nightsense IR filter), services (including training, virtual onboarding, cellular 5G service, connect license, dronesense cloudstream, and pilot data management), from Axon Enterprise, Inc. through the Sourcewell cooperative purchasing contract (#101223-AXN). Sourcewell is a national cooperative purchasing organization that has competitively solicited and awarded this contract in compliance with procurement standards. Pursuant to Miss. Code Ann. § 31-7-13(m)(xxiv), cooperative purchasing agreements competitively bid by other governmental entities may be used in lieu of formal bidding requirements. This purchase complies with all applicable municipal purchasing procedures."

Notated on page 5 from Axon Quote to Oxford PD: Contract Sourcewell #101223-AXN

399 MCELROY DRIVE, OXFORD, MS 38655
T 662-224-4654
E OXFORDEMA@OXFORDMS.NET

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-695331-45779DJ

Issued: 05/02/2025

Quote Expiration: 05/31/2025

Estimated Contract Start Date: 07/01/2025

Account Number: 140284

Payment Terms: N30

Mode of Delivery: UPS-GND

SHIP TO	BILL TO
Oxford Police Dept. - MS 9 Industrial Park Dr Oxford, MS 38655-9332 USA	Oxford Police Dept. - MS 9 Industrial Park Dr Oxford MS 38655-9332 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Drew Patterson Phone: +1 5132038037 Email: dpatterson@axon.com Fax:	Hildon Sessums Phone: Email: hsessums@oxfordpoilce.net Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$110,060.40
ESTIMATED TOTAL W/ TAX	$110,060.40

Discount Summary

Average Savings Per Year	($22,012.08)
TOTAL SAVINGS	($110,060.40)

Payment Summary

Date	Subtotal	Tax	Total
Jun 2025	$50,560.60	$0.00	$50,560.60
Jun 2026	$14,874.95	$0.00	$14,874.95
Jun 2027	$14,874.95	$0.00	$14,874.95
Jun 2028	$14,874.95	$0.00	$14,874.95
Jun 2029	$14,874.95	$0.00	$14,874.95
Total	**$110,060.40**	**$0.00**	**$110,060.40**

Quote Unbundled Price:	**$0.00**
Quote List Price:	**$0.00**
Quote Subtotal:	**$110,060.40**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
A00025	BUNDLE - AXON AIR BASIC PATROL	2	60			$917.17	$110,060.40	$0.00	$110,060.40
Total							**$110,060.40**	**$0.00**	**$110,060.40**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - AXON AIR BASIC PATROL	101738	AXON AIR - SKYDIO X10 PATROL HW KIT	2	1	06/01/2025

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - AXON AIR BASIC PATROL	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	2	07/01/2025	06/30/2030
BUNDLE - AXON AIR BASIC PATROL	101967	AXON AIR - SKYDIO BASIC PATROL SW KIT	2	07/01/2025	06/30/2030

Services

Bundle	Item	Description	QTY
BUNDLE - AXON AIR BASIC PATROL	12021	AXON AIR - VIRTUAL ONBOARDING	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - AXON AIR BASIC PATROL	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	2		

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	9 Industrial Park Dr	Oxford	MS	38655-9332	USA

Payment Details

Jun 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	A00025	BUNDLE - AXON AIR BASIC PATROL	2	$50,560.60	$0.00	$50,560.60
Total				**$50,560.60**	**$0.00**	**$50,560.60**

Jun 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	A00025	BUNDLE - AXON AIR BASIC PATROL	2	$14,874.95	$0.00	$14,874.95
Total				**$14,874.95**	**$0.00**	**$14,874.95**

Jun 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	A00025	BUNDLE - AXON AIR BASIC PATROL	2	$14,874.95	$0.00	$14,874.95
Total				**$14,874.95**	**$0.00**	**$14,874.95**

Jun 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	A00025	BUNDLE - AXON AIR BASIC PATROL	2	$14,874.95	$0.00	$14,874.95
Total				**$14,874.95**	**$0.00**	**$14,874.95**

Jun 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	A00025	BUNDLE - AXON AIR BASIC PATROL	2	$14,874.95	$0.00	$14,874.95
Total				**$14,874.95**	**$0.00**	**$14,874.95**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

5/2/2025

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Sourcewell

Solicitation Number: 101223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Axon Enterprise, Inc., 17800 N. 85th St., Scottsdale, AZ 85255-6311 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires December 15, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services will perform in accordance with the manufacturer's specifications. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities, in accordance with Supplier's warranty process. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity in accordance with Supplier's warranty process.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

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- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

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Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract. For avoidance of doubt, if a Participating Entity order extends beyond the Contract's expiration or cancellation, in addition to the survival terms set forth in Section 1.B of this Contract, Supplier's Master Services and Purchasing Agreement (MSPA) shall also apply, governing the order until all obligations of both the Participating Entity and Supplier are fulfilled.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. The Supplier's Master Services and Purchasing Agreement (MSPA) attached hereto as Exhibit A is hereby added and incorporated into this Contract. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

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7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

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Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Supplier be liable for any special, indirect, incidental, exemplary, or consequential damages for any cause of action, whether in contract or tort. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

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a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Axon Enterprise, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: 55DAEBB131A4424...
By: _____	By: _____
Jeremy Schwartz	Robert Driscoll
Title: Chief Procurement Officer	Title: Vice President Legal, Associate General Counsel
Date: 2/6/2024 | 12:43 PM CST	Date: 2/6/2024 | 11:02 AM MST

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Exhibit A
Axon Master Services and Purchasing Agreement (MSPA)

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This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.

   7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,**

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fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

18.10. **Governing Law**. The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:	**AGENCY**:
Choose an item.	_____
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Axon Cloud Services Terms of Use Appendix

1. Definitions.

    a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

    b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

    c. "**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

    d. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

    a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

    b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

   For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

    b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

    c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

    d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon

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may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

14. **After Termination**. Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15. **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16. **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

17. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

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Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Dock access

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Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure agency settings based on Agency need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure agency settings based on Agency need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service**.

    a. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

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13. **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

14. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.

16. **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

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Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change**. If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3. **TASER Upgrade**. If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6^{th}) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.

4. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.

5. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 start date.

7. **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.

8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

9. **Termination**. If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

   9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

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9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

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TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term**. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
6. **Access Rights**. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER CEW offered by Axon.

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Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2. **Support**. For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3. **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

   4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems**. Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

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Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Agency Responsibilities.

   19. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

   20. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

   4.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

   5.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

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6. **Acceptance Checklist**. If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

7. **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.

   7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

   7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

   8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.

   8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.

   8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

3. **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5. **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

    5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

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Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.

   1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

   1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2. **Axon Community Request Storage**. For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

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Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

   1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

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Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term**. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "**Virtual Reality Media**").

2. **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.

3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;

   3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;

   3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;

   3.4. use trade secret information contained in Virtual Reality Media;

   3.5. resell, rent, loan or sublicense Virtual Reality Media;

   3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or

   3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.

4. **Privacy**. Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.

5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

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Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License**. Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Agency may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Agency may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term**. The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Agency may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
   - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
   - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
   - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
   - 3.5. use trade secret information contained in Axon Evidence Local;
   - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
   - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
   - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support**. Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Evidence Local.

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Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

   1.2. "**API Interface**" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

   2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

   2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities**. When using API Service, Agency and its end users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

   5.1. the design, structure and naming of API Service fields in all responses and requests;

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5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Agency nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

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Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope**. Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.

2. **Advanced User Management Configuration**. Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.

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Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.

   1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.

   1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

   1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope**. Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use**. Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

5. **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

7. **Monitoring**. Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

   8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

   8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);

   8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

   8.4. Ensure all appropriate data backups are performed;

   8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;

   8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and

   8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

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VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope**. Agency currently has legacy data in the VIEVU solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

   1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

2. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

3. **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

4. **Downtime**. There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.

5. **Functionality Changes**. Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.

6. **Acceptance**. Once the Migration is complete, Axon will notify Agency and provide an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

   6.1. In the event Agency does not accept the Migration, Agency agrees to notify Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these ninety (90) days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.

7. **Post-Migration**. After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency ninety (90) days' notice before ending support for the VIEVU solution.

8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.

9. **Monitoring**. Axon may monitor Agency's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure Agency's use of Migration from Axon.

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Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("**TAM**") services, as outlined in the Quote, when the TAM commences work on-site at Agency.

2. **Full-Time TAM Scope of Services.**

   2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.

   2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Agency's needs and availability of a Full-Time TAM.

   2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency, and Agency is current on all payments for the Full-Time TAM Service.

   2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining **Agency's Axon Evidence account** Connecting Agency to "Early Access" programs for new devices
Account Maintenance Conducting on-site training on new features and **devices for Agency leadership team(s)** Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program** Conducting weekly meetings to cover current issues and program status
Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing **Agency's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of **Axon equipment** Creating and monitoring RMAs **on-site** Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Agency's production environment
Agency Advocacy Coordinating bi-**annual voice of customer meetings with Axon's Device Management team** Recording and tracking Agency feature requests and major bugs

3. **Regional TAM Scope of Services**

   3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Agency must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.

   3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Agency, depending upon the availability of a Regional TAM.

   3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency and Agency is current on all payments for the Regional TAM Service.

   3.4. The Regional TAM service options are listed below:

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Account Maintenance Conducting remote training on new features and **devices for Agency's leadership** Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program** Conducting weekly conference calls to cover **current issues and program status** Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices
Direct Support **Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices** Creating and monitoring RMAs remotely
Data Analysis Providing quarterly Axon **usage data to identify trends and program efficiency opportunities** Comparing an **Agency's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Agency Advocacy Coordinating bi-yearly Voice of **Agency meetings with Device Management team** Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5. **TAM Leave Time**. The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Agency to coordinate any time off and will provide Agency with at least two (2) weeks' notice before utilizing any vacation days.

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Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant**. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses**. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use**. Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Term**. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.

5. **Title**. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.

6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.

7. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

8. **Export Controls**. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights**. The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

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subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

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My90 Terms of Use Appendix

Definitions.

1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Agency would like to obtain feedback.

1.3. "**Agency Data**" means

1.3.1. "My90 Agency Content" which means data, including Recipient Contact Information, provided to My90 directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Agency Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Agency's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Agency Content.

1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

1.4. "**My90 Data**" means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Agency and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access**. Upon Axon granting Agency a subscription to My90, Agency may access and use My90 to store and manage My90 Agency Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

3. **IP address**. Axon will not store survey respondents' IP address.

4. **Agency Owns My90 Agency Content**. Agency controls or owns all right, title, and interest in My90 Agency Content. Except as outlined herein, Axon obtains no interest in My90 Agency Content, and My90 Agency Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting My90 Agency Content. Axon will only have access to My90 Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to My90 Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

5. **Details of the Processing**. The nature and purpose of the Processing under this Appendix are further specified

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in Schedule 1 Details of the Processing, to this Appendix.

6. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Agency Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Agency Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Agency, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy**. Agency use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Agency agrees to allow Axon access to My90 Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.

8. **Location of Storage**. Axon may transfer Agency Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Agency Data. For all Agency, Axon will Process and store Agency Data within the United States. Ownership of My90 Agency Content remains with Agency.

9. **Required Disclosures**. Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.

10. **Data Sharing**. Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:

    10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.

11. **License and Intellectual Property**. Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Agency Use of Aggregated Survey Response**. Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.

13. **Data Subject Rights**. Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Agency Content**. With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to

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that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing**. If Axon Evidence partner sharing is used to share My90 Agency Content, Agency will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Agency acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Agency also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.

16. **Data Retention**. Phone numbers provided to Axon directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.

17. **Termination**. Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Agency Content or the potential monetization of Survey Response and Aggregated Survey Response.

18. **Managing Data Shared**. Agency is responsible for:

    18.1. Ensuring My90 Agency Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;

    18.2. Ensuring that only My90 Agency Content that is authorized to be shared for the purposes outlined is shared with Axon. Agency will periodically monitor or audit this shared data;

    18.3. Using an appropriately secure data transfer mechanism to provide My90 Agency Content to Axon;

    18.4. Immediately notifying Axon if My90 Agency Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Agency Content in the event Agency requests to un-share previously shared My90 Agency Content;

19. **Prior to enrollment in My90**. Prior to enrolling in My90, Agency will:

    19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;

    19.2. develop a set of default qualification criteria of what My90 Agency Content may be shared with Axon; and

    19.3. assign responsibilities for managing what My90 Agency Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. **Agency Responsibilities**. Agency is responsible for:

    20.1. ensuring no My90 Agency Content or Agency end user's use of My90 Agency Content or My90 violates this Agreement or applicable laws;

    20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Agency Data in accordance with this Agreement; and

    20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to My90. Agency will also maintain the security of end usernames and passwords and security and access by end users to My90 Agency Content. Agency is responsible for ensuring the configuration and utilization of My90 meets applicable Agency regulations and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or My90 Agency Content or if account information is lost or stolen.

21. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Agency or end user's use of or registration for My90 may (a) pose a security

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risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. My90 Restrictions. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;

22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

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Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.

RFP 101223 - Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Vendor Details

Company Name:	Axon Enterprise, Inc.
Does your company conduct business under any other name? If yes, please state:	AZ
Address:	17800 N. 85th Street Scottsdale, Arizona 85255
Contact:	Sales Ops
Email:	contracts@axon.com
Phone:	480-905-2000
Fax:	480-991-0791
HST#:	86-0741227

Submission Details

Created On:	Wednesday August 30, 2023 10:37:47
Submitted On:	Wednesday October 11, 2023 15:09:59
Submitted By:	Sales Ops
Email:	contracts@axon.com
Transaction #:	af6bb863-0ce1-46b3-8191-7a3da35d0e85
Submitter's IP Address:	69.207.124.95

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Axon Enterprise, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Axon Enterprise, Inc. is not a subsidiary of another firm or company; Axon is the direct or indirect parent company of the following entities: • Axon Enterprise Holding Company, LLC, organized in the United States • Vievu, LLC, organized in the United States • Dextro, Inc., organized in the United States • Familiar Inc., organized in the United States • Mediasolv Solutions Corporation, organized in the United States • Axon Public Safety B.V., organized in the Netherlands • TASER Holland B.V., organized in the Netherlands • Axon Public Safety Canada, organized in Canada • Axon Public Safety U.K. Limited, organized in the United Kingdom • Axon Public Safety Australia Pty Ltd., organized in Australia • Axon Public Safety Germany SE, organized in Germany • Axon Public Safety Southeast Asia LLC, organized in Vietnam • Axon Public Safety Finland Oy, organized in Finland • Axon Public Safety India Private Limited, organized in India • Axon Public Safety Hong Kong Limited, organized in Hong Kong • Axon Enterprise Italia S.r.l., organized in Italy	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Axon Enterprise, Inc. is also referred to as Axon.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	TBW7MGPYURM7	*
5	Proposer Physical Address:	17800 N. 85th St. Scottsdale, AZ 85255-6311	*
6	Proposer website address (or addresses):	http://www.axon.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Robert Driscoll 17800 N. 85th St. Scottsdale, AZ 85255-6311 bobby@axon.com 1-408-502-6257	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kenneth Maum 17800 N. 85th St. Scottsdale, AZ 85255-6311 kmaum@axon.com 1-315-251-5882	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ashley Forbrich 17800 N. 85th St. Scottsdale, AZ 85255-6311 aforbrich@axon.com 1-301-356-5253	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1993, Axon Enterprise, Inc. has been committed to delivering safe, secure solutions for law enforcement, militaries, and citizens. From our humble beginning as TASER International, Inc. to now, we have worked diligently to develop a network of TASER smart weapons, body cameras, and industry-leading cloud-based evidence management software to help accomplish a singular goal—to protect life. Over this time, we have partnered with more than 7,500 law enforcement agencies to deploy tailored solutions designed to preserve transparency and truth. With 10 offices based in Arizona, Washington, Australia, Canada, Finland, Germany, India, the Netherlands, the United Kingdom, and Vietnam, Axon's team of more than 1,000 employees continue to define smarter policing through the development of industry-leading technology solutions. We are Axon. Axon is a market-driven organization dedicated to solving real problems for law enforcement agencies. We create meaningful value through high-quality products, enhanced technology solutions and extraordinary service. We are proud of the values with which we conduct our business. We instill a culture of morality and good ethical conduct in all our business practices. We have and will continue to uphold the highest levels of business ethics and personal integrity in all types of transactions and interactions, both internally and in dealings with our customers, vendor, suppliers and other business relationships. To this end, our Code of Business Conduct and Ethics Code serves to (a) emphasize the Company's commitment to ethics and compliance with the law; (b) set forth basic standards of ethical and legal behavior; (c) provide reporting mechanisms for known or suspected ethical or legal violations; and (d) help prevent and detect wrongdoing. All employees are required to read and sign our Code of Business Conduct and Ethics policy, which is available on our website https://www.axon.com/legal. Additionally, our employees and business practices are guided by our core values, which are: BE OBSESSED: Walk with the customer as you transform their world. We never want to develop or sell something that you don't want or need. We're obsessed with creating products that solve real problems and add value. If it doesn't benefit you, then we rethink what we're doing. AIM FAR: Think big with a long-term view. We want to reinvent the world to be a safer, better place. We've failed spectacularly a few times, but that's what you get when you aim for the stars. That's our final destination. WIN RIGHT: Win with integrity. We are fiercely competitive and have an unquenchable thirst to win, but we don't think winning and doing the right thing are mutually exclusive. Our challenge is to make them synonymous, and never compromise our integrity. OWN IT: Commit, take action, and deliver. We empower individuals to step up and take initiative. Be an owner and see things through to completion. That's the only way we've been able to succeed as a company, and it's the only way we will continue to grow. JOIN FORCES: Act as one global team. Creating the future is a team sport. When a company scales globally in 40 different markets with multiple technology stacks ranging from wearables and cloud to electronic weapons, you need teamwork. We're one global team committed to an audacious vision. EXPECT CANDOR: Deliver with respect and assume positive intent. Candor gets critical issues elevated, puts truth on the table, and gets us to the right answer faster. How can we be the best version of ourselves ands the best company we can be, if we can't offer and be given critical feedback.
11	What are your company's expectations in the event of an award?	If awarded a contract again, Axon will continue to actively include Sourcewell in our marketing efforts as an option to our customers.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Axon is a public company and our latest annual report (2022) is attached. Expected annual revenue for 2023 is approximately $1.5B USD. Axon signs long-term contracts and a large portion of our revenue is from subscriptions, providing a very stable financial base. Further information can be obtained at: https://investor.axon.com/.
13	What is your US market share for the solutions that you are proposing?	Axon works with over 17,000 public safety agencies globally and is a major supplier of public safety equipment. For body-worn cameras, Axon has a market share of approximately 14% in the US. The vehicle cameras represent a 7% market share, and DEMS 4%.

14	What is your Canadian market share for the solutions that you are proposing?	Axon works with over 17,000 public safety agencies globally and is a major supplier of public safety equipment. Canada is not separately tracked, but generally mirrors the US. For body-worn cameras, Axon has a market share of approximately 14% in the US. The vehicle cameras represent a 7% market share, and DEMS 4%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Axon has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) N/A b) Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a “business mindset,” that enables them to understand complex challenges and present solutions that might solve these. They are employees of Axon Enterprise, Inc. Some sales representatives work from our main office in Scottsdale, AZ and others work throughout the United States and globally. Regarding services, Axon Professional Service employees support and install the majority of our products. Axon utilizes ProLogic for some aspects of installation of our Axon Fleet and Axon Interview solutions. Axon handles technical support and repairs for all of its manufactured products	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	AXON EVIDENCE Axon's compliance demonstrates our commitment to providing a trustworthy platform and offers customers a way to understand the controls that have been put in place to secure Axon Evidence and their data. Axon holds the following certifications, in partnership with Microsoft Azure, for Axon Evidence. • CJIS Compliant • ISO/IEC 27001:2013 Certified - Information Security Management Standards • ISO/IEC 27018:2014 Certified - Code of Practice for Protecting Personal Data in the Cloud • CALEA Standard 17.5.4 Compliant • SOC 2+ Report • Cloud Security Alliance - CSA STAR Attestation (Level Two) • Cloud Security Alliance - CSA STAR Self-Assessment (Level One) • FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (PATO) at the Moderate Impact Level (applicable only to the US Federal Region of Axon Evidence). Axon has achieved a FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (P-ATO) at the Moderate Impact Level. Axon's Compliance website (https://www.axon.com/trust/compliance) includes additional information on our security certifications as well as copies of certificates and compliance documentation. AXON BODY CAMERAS Batteries used in Axon body-worn cameras meet the following safety standards. • UL1642 • UL2054 • IEC 62133 AXON FLEET • The Axon Fleet solution is wholly FCC certified, the Axon Fleet camera FCC ID is X4GS00947. • Per the component-based standards as set by Electronic Industries Association (EIA), Axon Fleet utilizes industry standard components, which meet all necessary standards for sale and use in the United States. • Axon Fleet's communication interfaces are designed to IEEE 802.15.1 and IEEE 802.11 guidelines and is IEC 60529 and IEC55022 compliant. • Axon Fleet has been tested to and meets ISO 16750-2:2012, ISO 17215-1:2014, and ISO 13766:2006. • The system hardware components of the system are low-voltage devices. Axon Fleet batteries comply with UL 1642 and UL 2054. • Axon Fleet batteries are UL 1642 compliant. QUALITY ACCREDIDATIONS MANUFACTURING • ISO 9001 – Axon is accredited to design, develop, manufacture, distribute, and provide services for public safety solutions including, but not limited to digital video recorders and accessories used in the law enforcement industry. These products and services are manufactured and supported according to ISO standards. • ISO 14001 - Environmental INFORMATION SECURITY • ISO 27001 – Axon is aligned with the scope of the ISO 27001 certification; the Information Security Management System that governs all customer data that resides in the Axon Evidence application.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Axon has not been suspended or disbarred in the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	• Axon was recently awarded Comparably's 2022 awards for Best Sales Teams of 2022, Best Places to Work in Phoenix 2022 and Best Company Outlook 2022. The overall culture score, 98/100 or A+, incorporates employee ratings based on their feedback on the Professional Development, CEO Rating, Manager and more. https://www.comparably.com/companies/axon • In 2021, Axon won for Best Company for Women 2021 and Best Company Culture 2021. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. • Axon won 3 awards in 2019 and 4 awards in 2018. In 2019, Axon won for Best Company Compensation 2019, Best Engineering Team 2019 and Best Company Outlook 2019. • In 2018, Axon won for Best Company Culture 2018, Best Company Happiness, Best Company Perks & Benefits and Best Company Compensation. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. The overall culture score, 87/100 or A+, incorporates employee ratings based on their feedback on the Office Culture, eNPS, Diversity and more.	*
20	What percentage of your sales are to the governmental sector in the past three years	50%	*
21	What percentage of your sales are to the education sector in the past three years	4%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	• Sourcewell Contract #010720 AXN: $775M+ • Texas BuyBoard 603-20 (CEW only): $15M+ • City of Charlotte CCPA Contract 2022000665: $25M+ • League of Oregon Cities (fka NPP) Contract No. PS20270: $110M+ • New York State Police Contract No. PA01857: $595K+ • State of Arizona No. BPM002192/CTR049284-1: $10M+ • State of Delaware PA for LOC Contract No. GSS20808-TASERS: $90K+ • State of Kansas Contract No. 42523: $4M+ • State of Michigan Contract No. 071B4300067: $4M+ • State of Minnesota Contract 199111: $1M+ • State of New Jersey T0106/17-FLEET-00738: $95M+ • State of Oregon CEW Contract No. 8913: $400K+ • State of Pennsylvania Contract No. 4400019257: $18M+ • Washington State DES Contract No. 04220 for CEW: $960K+ Please note that since most Axon sales are for a five-year term, the above dollar amounts represent the approximate overall contract values over a five-year period and are not fully indicative of sales over the last 3 years.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Axon does not hold any GSA contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Burbank Police Department, California	Jason Miller	1-818-238-5096	*
Gilbert Police Department, Arizona	Noah Baker	1-480-635-7326	*
Avondale Police Department, Arizona	Lt. Mathew Hintz	1-623-333-7302	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Fort Worth Police Department	Government	Texas - TX	Officer Safety Plan (OSP7+) for 1600+ users, 600 Axon Fleet 3 Advanced, 43 Axon Interview rooms	Approximately $200K - $66M	Approximately $68M+	*
Fort Bend County Sheriff's Office	Government	Texas - TX	483 OSP7+, 152 Unlimited 7+, 424 Axon Fleet 3 Basic + TAP	Approximately $50K – $17M	Approximately $22M+	*
Manatee County Sheriff's Office	Government	Florida - FL	550 OSP7+, 250 TASER 7 Cert, 800 VR Unlimited	Approximately $1M – $3M	Approximately $17M+	*
Travis County Sheriff's Office	Government	Texas - TX	287 Axon Body 3 cameras, 90 Axon Fleet 3 in-car cameras, Axon Evidence, Axon Interview Room	Approximately $100K – $13M	Approximately $15M+	*
Grand Prairie Police Department	Government	Texas - TX	OSP7+ Premium with TASER 7 products, Axon Body 3 cameras, Axon Fleet 3 in-car cameras, Axon Dispatch, Axon Records, and Axon Evidence software for 200+ users	Approximately $19K – $12M	Approximately $14M+	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	Axon directly employs approximately 250 employees in sales-related positions who are committed to selling and delivering service to Sourcewell entities across the US and Canada. Our sales resources are spread throughout the US and Canada. This ensures that we have qualified Axon employees close to our customers in order to conduct site visits, demonstrations, or to check on customer satisfaction. Axon organizes representatives into sales divisions to provide services to agencies based on multiple factors including agency type, agency size (i.e. sworn officer counts), agency geographic location, whether the agency is an existing Axon customer or building a new relationship with Axon, and Axon product types. Our multiple sales divisions help ensure we have qualified Axon employees close to Sourcewell entities to provide you with conducted energy weapon equipment, products, and services; conduct site visits; provide demonstrations; and check on customer satisfaction as needed. All sales representatives have access to the Sourcewell contract via our Salesforce system. Our hiring process is designed to find the highest caliber employees to help us achieve our mission. We take the hiring process seriously, as Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a “business mindset,” that enables them to understand complex challenges and present solutions that might solve these. Axon’s hiring process intends to identify candidates who can do this effectively. It’s our intention to hire people who also derive great satisfaction in helping others solve challenges through technological adoption, implementation, and advancement. Candidates are first phone screened by highly qualified firms who seek top talent from related industries. They are then screened again by a senior member of the Axon team to vet their personal and professional qualifications. During this time, candidates demonstrate how they have successfully learned about past businesses and helped solve their challenges through complex technological solutions. It is expected that candidates can demonstrate success in doing so throughout multiple years of their professional career. The most successful candidates are then invited to Axon headquarters or, as our workforce expands geographically, are invited to participate in multiple on-line interviews. During this process, they meet approximately five senior members of the Axon team to more deeply validate who they are personally and professionally – personal characteristics, business skill, cultural fit within public safety, organizational fit within Axon. The internal team then debriefs about the candidate’s potential fit as a representative of the company, on law enforcement’s behalf. If the internal team finds the candidate appropriate in this position, the candidate moves on to preparing and providing a plan for how they are going to work with a number of accounts. This includes an understanding of how they’re going to research, engage, understand, and work with each potential agency. They present this to the hiring manager (a Director or Vice President at Axon). If appropriate, candidates move on to the final stage of the review and hiring process. During this final stage, candidates speak directly with the Vice President of the Axon Sales Team or with the Executive Vice President of Global Sales for the organization. During this time, the candidate, once again, reviews their personal and professional qualifications as well as their approach to working within the organization and with public safety agencies. At this time, a decision to extend an offer of employment is made. The multiple steps and many stakeholders in the hiring process are to ensure proper rigor in vetting those who work with the many agencies we have or would like to partner with through a business engagement. The Axon organization is a proud technological partner of many in public safety and looks forward to hiring many more qualified individuals to appropriately work with, understand, and solve challenges within, for, and alongside countless agencies for years to come.
27	Dealer network or other distribution methods.	Axon does not sell the video solutions that are the subject of this RFP in the US or Canada through distributors.

28	Service force.	Axon employes approximately 145 in customer support positions who are committed to providing Sourcewell entities with post-sales and post-deployment support. Axon has a full customer and technical support division available 24 hours a day, seven days a week. The Technical Support team is based in Scottsdale, Arizona with additional employees in our Melbourne, Australia and Daventry, UK offices. REPAIR (RMA) DEPARTMENT The Return Material Authorization (RMA) department is located at Axon Headquarters in Scottsdale, Arizona. The RMA department prioritizes returned products for analysis and/or repair on a first-in-first-out (FIFO) basis, based on the severity of the complaint (or unless otherwise requested by the agency). The general turn-around-time for a full resolution is less than 30 calendar days from receipt of the returned product. Axon provides agencies with the ability to manage RMA requests within Axon Evidence. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Axon Evidence Device Return Service is integrated with FedEx and return shipping labels are provided at no extra charge. RMAs may also be generated at https://returns.axon.com, although return shipping labels are not available via this method. Upon receipt of the item(s), the RMA department will conduct a failure analysis investigation to determine the root cause of the issue and repair the item if possible. It is at Axon's sole discretion to repair or replace a device as identified in the original manufacturer warranty and/or the extended warranty policy. CUSTOMER SUCCESS MANAGERS (CSM) Throughout the length of their contract, some customers will have a dedicated, in country Customer Success Manger (CSM). This is determined on the size and location of the customer; Currently the CSM team is operating within the United States only. The team is being expanded, but we do not have an estimated time of implementation in Canada. The CSM will have comprehensive knowledge of a customers' solution and its components, including any applicable custom integrations. The CSM will be available to offer support and escalate any issues or concerns as needed.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Axon will process orders from Sourcewell members directly, as our distributor network in the United States and Canada does not sell our video products. The ordering is simple and primarily follows a process where the customer will contact an Axon sales resource. The sales resource will use pre-defined Sourcewell skus in Salesforce to request a quote from our internal quoting department. The department will create a quote using the pre-approved pricing and release the quote to the sales resource. The sales resource will either provide the quote directly, or will work with the Axon Proposal Team to deliver the offer. The entire process is tracked within Salesforce. Quarterly, our internal Sourcewell resource runs reports from Salesforce and uses this data to prepare and submit quarterly reports to Sourcewell.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customers can initiate live phone support 24 hours a day, seven days a week by calling the support center at +1-800-978-2737 (extension 2), or via email at Support@axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of your investment in the Axon ecosystem. Calls are first routed to the Tier 1 technical support team. Through troubleshooting, they can resolve most calls. If at any point an issue needs to be escalated to a higher technical tier, the call may be immediately transferred to a Tier 2 support specialist, or a phone number may be taken for a callback, depending on call volume and issue complexity. The following describes our levels of support available by tiers (based on the nature and criticality of the issue): TIER 1 TECHNICAL SUPPORT - GENERAL HOW-TO QUESTIONS • Frequently asked questions (FAQs) • Product navigation • Feature clarification • Standard queries • Assistance with known solutions TIER 2 TECHNICAL SUPPORT • Advanced Product trouble shooting • Advanced Axon Evidence Configuration • Any Escalated issues from Tier 1 support TIER 3 ENGINEERING SUPPORT • Critical problem or recurring problems rendering the product inoperable or requiring workarounds, bug fixes, testing and/or simulation The targeted response time for critical problems is one business day. The targeted resolution time (depending on severity and potential workarounds) is between less than 24 hours to less than two weeks. Monthly, the Customer Service and Support team manager evaluates three calls for each team member. This audit checks adherence to policies, troubleshooting ability and customer satisfaction. Team members are evaluated on the scores they receive each month. Additionally, each team member is evaluated on their customer feedback score and the number of cases that remained unresolved after 24 hours. This assesses customer satisfaction and ensures that cases are handled in a timely manner.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Axon is willing to provide all included products and services to Sourcewell participating entities in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Axon is willing to provide all included products and services to Sourcewell participating entities in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no restricted areas in the United States or Canada for the proposed contract.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Axon will serve any participating sectors for the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Axon does not have any specific contract requirements related to Hawaii or Alaska for this contract.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	As a current Sourcewell contract holder, Axon already has programs in place to educate staff and perspective customers on the appropriate use of the contract mechanism. Our sales team is our primary link to customers and our best path for marketing cooperative contract benefits to our customers. Our sales teams favor cooperative contracts because they simplify the sales process. We focus education internally on our sales and contract teams. All sales staff are trained on the availability and use of cooperative contracts. This is done through sales training and webinars, and the contracting process is built into our tools, such as Salesforce . We are also expanding our internal resource guides specifically with information on cooperative contracts. This tool provides sales teams with information on all our cooperative contracts, including availability dates, authorized users, price lists and relevant terms and conditions. The tool also includes the public links and information that can be provided to customers to improve their awareness and tie them directly to cooperative resources, such as Sourcewell. Our Salesforce tracking system for order processing includes internal links to the available cooperative contracts which customers may use for purchasing Axon products. By ensuring our sales force has access to this information, our representatives are able to quickly provide details for agencies to engage in pricing discussions and justify purchasing via a cooperative. We have also run public webinars to educate potential customers on different buying options. Cooperative Contracts Webinar (axon.com). We actively recruit staff, including legal staff, with knowledge of cooperative contracts. This is another way of expanding the visibility both internally and externally https://www.axon.com/job/5738892003.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Axon uses a variety of technologies to enhance our marketing effectiveness. This includes visibility on various platforms such as LinkedIn, where we leverage both text and custom videos to inform customers of new products and to demonstrate thought leadership. In addition, we maintain a detailed website where both current and prospective customers can access detailed information, including product sheets, training materials, event schedules, and detailed user documentation. Our Salesforce database provides detailed information on customer buying habits, prospective opportunities, and actions taken. It is integrated with our purchasing processes to ensure a smooth connection between sales and ordering processes. Axon provides on-line and in-person demonstrations of our products, attends trade shows, and has a travelling road show where people can get detailed information and hands-on access to our products. Some of these more traditional technologies are still the most effective ways to reach customers.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell can help promote membership to law enforcement agencies who may not realize they are members. Axon has seen in past interactions that many agencies do not know they are already members of a cooperative. Because we already have a Sourcewell contract, the foundation for integration is already in place. Upon award of a new contract, we will announce it to our sales teams, and update SFDC to ensure that any new pricing or terms are available to the sales teams. We will also update any training as needed to reflect the new contract.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, Axon provides an ecommerce site that requires an authorized login and purchase eligibility to access. The ecommerce site acts as another 'ingestion point' for orders. The platform is intended to make ordering faster, easier, and more efficient. The site customizes product visibility and includes contracted pricing for each agency. We allow authorized customers to pay by credit card. With prior authorization by both an agency and Axon, we will also allow Purchase Orders/Invoices. After the order is placed, it is processed as any other order would. The e-procurement site is generally used for small add on products. Most government and education customers work directly with sales representatives for more complex projects.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is a standard part of all Axon programs and is included in the base cost of the program. Training Overview Axon's training approach is aligned with the overall coordination of the integrated body-worn camera, in-car camera, and digital evidence management solution implementation. Our approach ensures that those responsible for administering the digital evidence ecosystem, as well as those responsible for using our systems and devices, have multiple options for initial and recurring training. We will provide initial training, as well as access to the on-line Axon Academy for refresher training, and future training of new users. Axon is highly flexible with our training options, and can adjust courses and approaches as needed based on discussions in the project planning phase. Training is largely centered around the types of users and devices, focusing on those with administrative responsibility, in house trainers, detectives, redaction technicians, body-worn camera users and Fleet users. Our proposed training is outlined below. Training Materials Our Professional Services team will provide soft copies of User Guides, Axon Quick Start Guides, and Manuals, Axon Evidence Administrator Reference Guide, Axon Evidence Security Guide, End-to-End Deployment Guide, Implementation Best Practices Guideline, and a Go-Live Checklist. Additional curriculum and support materials include, but are not limited to: Job Aids E-Learning Certification Programs Video Training Demonstrations Software Simulations Enrollment for Virtual Classes Recordings of Previous Classes and Demonstrations Sample Lesson Plans Key User Training (Train the Trainer) End users can be trained one by one or in a train-the-trainer style. For a department of the size of Champaign, we advise training an initial subset of key end users. This group will serve several roles, including confirmation of system functionality, performance, and feedback on any localized issues that had not been previously identified. This initial subset of trainees can act in a "train the trainer" capacity for their co-workers and typically become a resource when newer users are activated and require training or assistance. System Administration Training System Administrator training typically consists of a session covering custom roles and permissions, retention categories, and other critical Axon Evidence settings. Additionally, Axon Evidence features will be discussed, including working with evidence, redaction capabilities, case functionality, reporting options, audit trails, and device inventory. Administrators will also learn how to configure items specifically related to Axon Body 3, Axon Fleet 3, Axon Signal, and ALPR. Each System Administrator training session is generally three to four hours in length and can accommodate up to 10 users. Axon Evidence User Training If training for evidence technicians, supervisors, detectives, or redaction technicians is necessary for your program, our team can accommodate those needs. These sessions are customized and will cover portions of Axon Evidence that are central to the job functions of those in attendance. Recommended Class Structure / Training Plan Under this project, Axon will provide the following training classes: One (1) three-hour Super User (Administrative) Training session (two (2) sessions can be conducted, if needed). There is no limit to the number of attendees for these sessions. One (1) three (3) hour Train the Trainer session. There is no limit to the number of attendees for these sessions. One (1) one and a half (1.5) hour Evidence Tech Training. There is no limit to the number of attendees for these sessions. Fleet 3 Training - Generally, end users will be trained on the system when they return to pick up their vehicle after hardware installation is complete. They will be trained on system operation and best practices. This process can be modified if needed; in some larger agencies a group of end users may be trained, who will then train other groups of end users. The customer trainers would then complete the rollout of the cameras and training to all the officers. The number of classes will vary depending on the size of each department. For customer train the trainer rollout, we recommend a limit of 15 officers per class. Training is normally conducted at the beginning of a shift so that the officer can begin using the equipment immediately. Having training coincide with deployment reinforces the material taught during training and allows any issues that arise to be addressed by training staff immediately. While this is our recommended and proposed class structure and curriculum, our approach is flexible and can be modified to meet the needs of different customers. Additional Training Resources and Continued Learning	*

		Our continued learning site, Axon Academy, is your go-to online resource for learning more about your TASER smart weapon, Axon camera, Axon Evidence account, and how each of these components interface with other elements of the Axon ecosystem. Supported by the Police One web infrastructure, Axon Academy is a convenient and secure way of accessing information to help agencies make the most of the Axon Ecosystem of products and digital evidence management software. Within Axon Academy, there are three different ways to learn: ON-DEMAND E-LEARNING MODULES – Each of these modules address a different element of the Axon Ecosystem and provide a self-paced, individual learning experience whenever is convenient for your users VIRTUAL TRAINING COURSES – these courses are offered live via the web, and give your users the ability to participate in a class and interact with the instructor CERTIFICATION PROGRAMS – Our comprehensive certification programs allow learners to pull together a specified list of resources to quantify their knowledge in a particular area (e.g., CEWs, Axon Evidence, Axon cameras). Training content is developed and maintained by Axon subject matter experts and supporting documentation is designed to provide a simple and straightforward way of learning about specific topics. The database continues to grow as our product and service offering expands.	
41	Describe any technological advances that your proposed products or services offer.	Axon Body 4's integration with the Axon Ecosystem enables dispatch and command staff to gain real-time situational awareness of events in the field through Axon Respond. Axon Respond enables remote personnel to quickly gain insight into a call-for-service or an officer's whereabouts. By simply signing into Axon Evidence or the Axon Respond mobile application, users can use the Axon Respond Map to view the real time location of officers wearing the Axon Body 4 or vehicles equipped with the Fleet in-car cameras, as well as receive live alerts and notifications. This solution is provided anytime LTE connectivity is available. If an agency elects to upgrade to Axon Respond+, video can also be live streamed from the LTE enabled cameras. When livestreaming begins, the officer will be notified via audible and haptic (vibration) feedback and visually by an icon on the display. If stealth is enabled, the officer will not be notified. A new "Watch Me" button on Axon Body 4 devices empowers officers to signal for an additional set of eyes to watch their back when responding to calls. When an officer presses this button, Axon Respond users receive a notification within moments so they can immediately support the officer. This enables supervisors and dispatchers to prioritize which officers can most benefit from additional support. A new Voice Communication functionality is also available on Axon Body 4 devices. After starting a livestream on Axon Respond, Respond users then have the ability to start a conversation with the device wearer by pressing the "Start Call" button. The Respond viewer can then communicate with the officer by our "push-to-talk" feature. The device wearer can hands-free talk back to the Respond viewer. This feature supplies officers and supervisors with a communication method through Axon Respond. These capabilities make it possible for those not on scene to gather better intel and help officers in the field as situations change. Whether checking in on a responding officer or sharing tactical advice during a critical event, Axon Respond gives your agency access to information in the moment. Video and audio are livestreamed via WebRTC (Web Real-Time Communication) protocol, with media secured using SRTP (Secure Real-Time Transport Protocol), and encryption keys agreed upon using DTLS (Datagram Transport Layer Security). All are industry standards. Today, livestreaming uses AVC (h.264) for video encoding and G.711 μ-law for audio. Axon Body 4 bi-directional voice communications are encoded with Opus. Livestreams consume 800kbps-1Mbps. ALPR INTEGRATED ALPR OVERVIEW Axon Fleet 3 revolutionizes daily patrol by fully integrating ALPR and evidence cameras into a single unit. This addition enables communities to make the most of ALPR coverage and helps identify more offenders, missing persons, and stolen vehicles when patrolling your communities. Though most U.S. law enforcement agencies already use ALPR technology today, the cost to deploy and outfit an entire fleet of patrol vehicles can be very expensive. Fortunately, Axon Fleet 3's level of integration changes the economics of ALPR. There is no additional installation required to enable ALPR meaning no additional equipment, drilling of holes, external mounting of hardware/cables, or complicated camera aiming/calibration processes. HOTLISTS The ALPR process starts by setting up hotlists within Axon Evidence. These hotlists are made up of known license plates and vehicles of interest that are either stolen, wanted for, or potentially associated with unlawful activity or missing persons. They often fall into the following categories: A list of license plates or vehicles known to be stolen A list of license plates or vehicles known to be associated with known or potential criminal activity such as gang involvement, watch lists, known associates of criminal activity, etc. A list of license plates or vehicles with administrative issues such as unpaid vehicle	*

		registration, unpaid traffic fines, etc. Hotlists are then sent to the Axon Fleet 3 vehicles via incremental updates when changes are made. Typically, if a plate is added to a hotlist, the hotlist is updated in all Axon Fleet 3 vehicles within minutes if they are on and connected. ALPR DETECTION Axon Fleet 3's ALPR technology will activate once the in-car system is booted up. As long as the Axon Fleet 3 in-car system is powered on, the ALPR technology will continue to operate even if the Axon Fleet Dashboard application is not running or the MDC is powered off. The Dual-View Camera leverages built-in 4K sensors to help legibly capture license plates up to 3 lanes away and ~50 feet (15.2 meters) in distance, at a closing speed of ~140 MPH (~225 km/h). Plate reads and hits are encrypted and stored on the Axon Hub and securely uploaded to our CJIS-certified cloud storage. ALPR ALERTS Axon's ALPR is accessible from the Axon Fleet Dashboard application that runs on the MDC. Users can easily navigate between ALPR and in-car video workflows. Once the camera makes a plate read, plates are compared to agency hotlists and, if there is a match, an alert is generated and presented on the MDC via the Axon Fleet user interface for officer disposition. Our ALPR technology will alert the in-car system less than one second after a plate is read. If multiple plate reads or hits happen at the same time, all plate reads and hits will be saved, but the highest severity read or hit will be prioritized for an alert. Once an alert is detected and confirmed as correct, the Axon ALPR system will copy the plate number to the Windows clipboard so that it can be easily pasted into and validated by a CAD application. This seamless integration between systems helps improve workflows and efficiencies through an intelligent ALPR system. RESPONDING TO ALPR ALERTS Using the Dashboard application on the MDC, users can quickly review and act on notifications populated when a plate number appears on an agency's hotlist. If a plate number activates a notification, users can review the hotlist source, offense category, additional vehicle details, and verify the accuracy of the plate read. Officers can record an action taken on a particular hit, whether that be a warning given to the driver, a citation being issued, or an arrest being made. FLOCK ALPR INTEGRATION Axon has a proven integration with the FLOCK ALPR system. Users of the FLOCK Safety system will have an integration that allows the Look Up interface to search information in Axon Evidence.		

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We take every action to minimize negative impacts to the environment. Axon recognizes and is fully compliant with all local, state, federal and foreign government requirements including U.S. EPA and O.S.H.A. standards. Axon is certified to ISO 14001. Axon is committed to excellence and leadership in protection of the environment. We strive to minimize adverse impact on the air, water, and land through excellence in pollution prevention and waste abatement. By preventing pollution at the source, we save resources, increase operational efficiencies, and maintain a safe and healthy work environment for our employees, visitors, contractors, and neighbors. Axon manages an on-premise waste minimization program. The objective is to reduce the quantity of non-hazardous solid waste produced, recycle materials, and reuse materials when possible. Other green initiatives in the building include in-house recycling and the use of variable frequency drives on our main exhaust systems and cooling towers, which allow for more efficient methods of using energy. Our Scottsdale office has on-premise xeriscape, which conserves water by eliminating the need for supplemental water from irrigation. Our Scottsdale headquarters and surrounding buildings use 60% and 95% LED lighting, respectively, which produces less heat and uses less energy. We supplement this with having large windows around the offices, which brings in ample natural light and saves electricity. 5 to 10 percent of the plastics we use in manufacturing our products are made of recycled materials. In addition, we substitute non-hazardous or less toxic material in our manufacturing processes when feasible. Examples are: • Substituting an alcohol-based glue accelerator for an aliphatic petroleum-based product • Replacing the gluing system with a less hazardous two-component epoxy In conjunction with the following practices, Axon has invested in re-usable material handling systems, much of which is also recyclable. • Use of corrugated materials exceeding 35% post-consumer recycled content • Use of other packaging materials that contain recycled content and are recyclable in most local programs • Both the printed and corrugated boxes used to ship our products to customers (and the protective foam used in shipping) are recyclable • We promote waste prevention and source reduction by reducing the extent of the packaging and/or offering • To minimize packaging waste on larger orders, ‘bulk packaging’ was developed • We also employ packaging take-back services and shipping carton return • We reduce and/or eliminate the use of materials which have been bleached with chlorine or chlorine derivatives Axon engages in the following practices that serve to reduce or minimize effects on the environment, including, but not necessarily limited to the following. • Corrugated boxes are broken down and processed for recycling • Offices and dining areas contain recycling bins in addition to trash bins to minimize waste and encourage employee participation in green initiatives • Axon Employee Transportation programs are in place using company supplied vans that reduce congestion on the roadways and carbon monoxide emissions into the environment. • We are compliant with laws pertaining to	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Axon is certified to ISO 14001. Axon also utilizes a green IaaS provider, Microsoft Azure; this partnership extends our focus and investment on a sustainable future and that will have positive global impact. The datacenters are 100 percent carbon neutral and rely on a larger percentage of wind, solar and hydropower electricity over time. Today roughly 44% of the electricity used by datacenters comes from these sources. The goal is to pass the 50 percent milestone, move to the top 60 percent early in the next decade, and then to keep improving from there.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Axon does not hold any WMBE, SBE, or veteran-owned business certifications.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Axon has long made the priorities of law enforcement our own, and their challenges ours to solve. When Members partner with Axon, they're partnering with a team of product experts, security professionals, engineers, technology specialists, and former law enforcement personnel. We are dedicated to pushing the boundaries of technology and are committed to delivering on those efforts, to offer law enforcement the solutions needed to help make the world a safer place. By becoming a part of our Axon Ecosystem made up of connected devices and apps, Members can better position themselves to keep their officers and community safe. Axon provides hardware and software solutions to law enforcement agencies throughout the globe and is proud to work with the following clients to implement the technology used to help increase workflow efficiencies, reduce incidents, and protect the truth. Some of our largest customers include: • London Metropolitan Police Service, London UK • Los Angeles, CA Police Department • Calgary Police Service, AB • Charlotte-Mecklenburg, NC Police Department • Fort Worth, TX Police Department • Dallas, TX Police Department • San Diego, CA Police Department • Baltimore City, MD Police Department • Baltimore County, MD Police Department • Memphis, TN Police Department • Washington, DC Metropolitan Police Department • Denver, CO Police Department • Cincinnati, OH Police Department • Atlanta, GA Police Department Because our solutions are deployed by thousands of law enforcement agencies across the globe, we are experienced in the development of technology at scale and put a great deal of emphasis on improving our end-user's ease of use. By demonstrating a large investment in research and development—with expenses reaching $76.9 million, $55.4 million, and $30.6 million in 2018, 2017, and 2016, respectively—we are committed to identifying improvements and developing new and innovative solutions. As a member of some of the most prestigious associations across the country, Axon is dedicated to staying involved—and through our participation—we hope to continue building on our understanding of the issues Members face while staying apprised of the conversations affecting the communities they serve. Axon is proud to be a part of the following associations. • The International Association of Chief of Police (IACP) • The Major City Sheriff's Association (MCSA) • The National Organization of Black Law Enforcement Executives (NOBLE) • The FBI National Academy Associates (FBINAA) Once a solution is delivered, most agencies are left asking, what's next? Axon has you covered. Our dedicated customer success and support managers are committed to providing Members with post-sales and post-deployment support. Whether that be troubleshooting assistance, technical support, or help with understanding a new feature, our Customer Success team is here to be your main point of contact and advocate. Through regular communication, our knowledgeable staff can offer Members the support you should expect from a service provider. This support includes: • Notifying customers of Important firmware and hardware updates, identifying bugs, and addressing general issues • Fulfilling hardware refreshes and deployment of new equipment • Conducting Quarterly Business Reviews with customers • Identifying important customer feature requests Our goal is to provide Members with the necessary assistance to help make the most of the solutions you count on every day.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Axon warrants that its law enforcement hardware products which are manufactured by Axon are free from defects in workmanship and materials for a period of one (1) year from the date of receipt. Axon-manufactured accessories are covered under a limited ninety-day warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. There are extended warranties available as defined in the Axon Master Services and Purchasing Agreement (MSPA). NON-AXON MANUFACTURED PRODUCTS For some solutions we are authorized resellers of hardware (Cradlepoint routers for Axon Fleet, Axis cameras for Axon Interview, etc.). Products that we are authorized to resell abide by the manufacturer's warranty. Further details can be provided upon request.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Restrictions are outlined in our warranty, which has been included in the uploaded attachments .	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, our warranties do not cover the expense of technicians' travel time or mileage to perform warranty repairs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Axon will be available 24 hours/7 days per week by phone for emergency technical support for any system outage, and if mutually agreed upon by both parties, we can provide onsite support for local issues. If a site visit is deemed necessary due to an issue (i.e. access point failures or accidental cut wires) and not an Axon or Axon Evidence issue there may be a charge assessed to the agency.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Axon will troubleshoot third party devices to the best of our ability. If we are unable to resolve the issue and the devices require warranty service, this will be performed by the manufacturer. Axon solutions require minimal third-party hardware, limited primarily to commercial-off-the-shelf (COTS) computing devices such as routers, servers, and hard drives. Additionally, some solutions such as Axon Interview rely on third party cameras and tablets which are also COTS.	*
51	What are your proposed exchange and return programs and policies?	Axon does not allow exchanges or returns except on failed items. Please see our MSPA for full details.	*
52	Describe any service contract options for the items included in your proposal.	Please refer to the included MSPA.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Payment terms are Net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Axon does not providing leasing or financing options. We do have a provision in our MSPA that allows for cancellation by an agency if sufficient funds are not approved.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Axon's Master Services and Purchasing Agreement (MSPA) is a standard transaction document that includes the terms and conditions we propose to use in connection with an awarded contract. A sample MSPA has been uploaded with our response."	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Axon can process via P-card if necessary but prefers ACH payments whenever possible.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Axon is proposing a Schedule Discount for Sourcewell Members, including quantity discounts. See question #58 for additional detail.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Axon is proposing the following discount schedule based on order quantity. This discount schedule applies to Axon manufactured items. This does not apply to items which Axon resells as part of its offerings. Please see the uploaded price sheet, included in the document section. Quantity: 1 • Customer Discount % off MSRP: 0.00% Quantity: 2-99 • Customer Discount % off MSRP: 1.00% Quantity: 100-249 • Customer Discount % off MSRP: 3.00% Quantity: 250-499 • Customer Discount % off MSRP: 5.00% Quantity: 500-999 • Customer Discount % off MSRP: 7.00% Quantity 1000+ • Customer Discount % off MSRP: 10.00%	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	See question 58.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Axon generally sells at the sourced party’s MSRP. Discounts may be applied on a case-by-case basis.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All standard costs, such as those for professional services like installation and training, are included in standard pricing.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, shipping and delivery are included in our costs.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping and delivery are included in our costs.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Axon offers expedited shipping upon request.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	A detailed price list is attached.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Axon utilizes Salesforce as our CRM tool and Microsoft Dynamics AX as our enterprise resource-planning tool. Salesforce has the Sourcewell contract skus built in. A salesperson requesting a quote for a Sourcewell contract must use these skus, and our formal quoting team creates the quote, adding a further layer of review to ensure that the quote is produced correctly. Quarterly, our Sales Operations team runs standard reports to review all prospects that closed during the prior quarter using a cooperative contract. This information is confirmed within our resource planning tool to ensure that any prospects that have closed, but not yet shipped are accounted for. The collected information is used to calculate the administrative fees owed to Sourcewell.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Axon will track the following internal metrics to measure success with the contract: • The number of agencies who utilize the cooperative • The dollar amount of sales associated with the cooperative • The Length of time it takes to update the contract after new products/services are announced by Axon.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Axon proposes 1.05% on all equipment, products and services to all participating entities.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	A summary description of the offered products is included as a response to this question. Detailed solution descriptions for each product have been included as attachments. Capturing Evidence Axon Body 4 The Axon Body 4 camera is designed to capture clear, admissible video and audio evidence when an officer is in the field. The camera has four configurable resolutions from 480p to 1440p and leverages low-light and clear frame technology to capture high-quality video evidence in a variety of environments. Four-built in microphones, strategically placed inside the camera, leverage audio algorithms and onboard audio processing to capture high-quality audio recordings. When combined, these elements help officers capture truth in the moment and maintain transparency. The Axon Body 4 camera is compatible with an easily integrated point-of-view camera called the Axon Flex POV module. Without having to register, assign, or charge the accessory before use, an officer can simply plug the Axon Flex POV module into the Axon Body 4 and begin capturing the same quality evidence from a different vantage point. With this accessory, agencies no longer have to decide between deploying a body-worn camera or a point-of-view camera; they can have both. Camera Features and benefits A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in the harshest environments. A LONG-LASTING BATTERY that is capable of providing approximately 14 hours of battery life under normal usage. A LARGE INTERNAL STORAGE CAPACITY of 128 GB to house captured video files A MAGNETIC FAST CHARGE DISCONNECT CABLE that allows officers to rapidly charge their cameras from the patrol vehicle and falls off when they need to	

leave the vehicle at a moment's notice.
AN INTEGRATED AND EASY-TO-USE MOUNTING SYSTEM that allows officers to quickly mount their cameras to various locations on the body and across different uniform types and equipment, such as helmets and belts.
EMBEDDED REAL-TIME AWARENESS TECHNOLOGY via Axon Respond, which allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a secure livestream feed over an LTE connection to Axon Evidence or a mobile application. This includes future support for bi-directional communication in the field.
INTEGRATED AXON SIGNAL TECHNOLOGY that activates cameras if an action is taken, such as a firearm being removed from a holster equipped with Axon Signal Sidearm.
A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.
AN IN-FIELD EVIDENCE OFFLOAD OPTION that allows officers to send individual pieces of evidence directly from the camera to Axon Evidence.

Axon Body 3
The Axon Body 3 camera is designed to capture clear, admissible video and audio evidence when an officer is in the field. The camera has four configurable resolutions from 480p to 1080p and leverages low-light and clear frame technology to capture high-quality video evidence in a variety of environments. Four built-in microphones, strategically placed inside the camera, leverage audio algorithms and onboard audio processing to capture high-quality audio recordings. When combined, these elements help officers capture truth in the moment and maintain transparency in the field.
AB3 Features and benefits
A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in the harshest environments.
AN INTEGRATED AND EASY-TO-USE MOUNTING SYSTEM that allows officers to quickly mount their cameras to various locations on the body and across different uniform types and equipment, such as helmets and belts.
EMBEDDED REAL-TIME AWARENESS TECHNOLOGY via Axon Respond, which allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a secure livestream feed over an LTE connection to Axon Evidence or a mobile application.
INTEGRATED AXON SIGNAL TECHNOLOGY that activates cameras if an action is taken, such TASER being armed.
A LONG-LASTING BATTERY that is capable of providing 12 hours of battery life under normal usage.
A MOBILE CHARGING OPTION that allows officers to charge the camera from their patrol vehicle via a USB-C cable.
A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.
AN IN-FIELD EVIDENCE OFFLOAD OPTION that allows officers to send individual pieces of evidence directly from the camera to Axon Evidence.

Fleet 3 with ALPR
Axon Fleet 3 is an in-car video system purpose-built to capture audio and video within and outside of the vehicle. Axon Fleet 3 offers comprehensive evidence capture so that incidents are accurately documented. Evidence captured by the system is stored on the Axon Hub and offloaded to Axon Evidence via LTE or Wi-Fi connections.

The system features Automatic License Plate Recognition (ALPR) technology that is integrated into the same camera housing to quickly gather information tied to plate reads. The hardware for ALPR is included, and THE CITY can request activation of the ALPR service in the future if desired.
Features and Benefits
A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in a range of temperatures.
CONTINUOUS SYSTEM POWER FROM THE PATROL VEHICLE'S ENGINE that keeps the system running while the ignition is switched on.
BACK UP BATTERY POWER for up to 30 minutes once the ignition is switched off.
A BUILT-IN ALPR CAMERA with 4K sensors to help legibly capture license plates up to 3 lanes away and ~50 feet in distance, at a closing speed of ~140 MPH.
A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.
EMBEDDED REAL-TIME AWARENESS TECHNOLOGY that allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a livestream feed over an LTE connection to Axon Evidence or a mobile application.
EMBEDDED AXON SIGNAL TECHNOLOGY tied to configurable triggers that

activate cameras if a particular action is taken—like a door being opened or a weapon rack being unlocked, as well as connectivity with the Axon BWCs.
VIDEO RECALL FEATURE that allows for recovery of 24 hours of video footage if a device was not recording at the time of an incident.

Axon Signal Sidearm
Axon Signal Sidearm is a smart sensor that attaches to a firearm holster to remotely activate Axon body-worn and in-car cameras. When a firearm is removed from the holster, the Axon Signal Sidearm device transmits a signal for up to 30 seconds to activate Axon cameras up to 100 feet away. The device can be configured to activate recordings of Axon body-worn cameras or Axon Fleet in-car cameras, leading to better coverage of critical events.

Axon Respond+
Axon Respond enables remote personnel to quickly gain insight into a call-for-service or an officer's whereabouts. By simply signing into Axon Evidence or the Axon Respond mobile application, users can use the Axon Respond Map to view the real time location of officers wearing the Axon Body 4 or vehicles equipped with the Fleet in-car cameras, as well as receive live alerts and notifications.
This solution is provided anytime LTE connectivity is available. If an agency elects to upgrade to Axon Respond+, video can also be live streamed from the LTE enabled cameras. When livestreaming begins, the officer will be notified via audible and haptic (vibration) feedback and visually by an icon on the display. If stealth is enabled, the officer will not be notified.
Video and audio are livestreamed via WebRTC (Web Real-Time Communication) protocol, with media secured using SRTP (Secure Real-Time Transport Protocol), and encryption keys agreed upon using DTLS (Datagram Transport Layer Security). All are industry standards. Today, livestreaming uses AVC (h.264) for video encoding and G.711 μ-law for audio. Axon Body 4 bi-directional voice communications are encoded with Opus. Livestreams consume 800kbps-1Mbps.
A new "Watch Me" button on Axon Body 4 devices empowers officers to signal for an additional set of eyes to watch their back when responding to calls. When an officer presses this button, Axon Respond users receive a notification within moments so they can immediately support the officer. This enables supervisors and dispatchers to prioritize which officers can most benefit from additional support.
A new Voice Communication functionality is also available on Axon Body 4 devices. After starting a livestream on Axon Respond, Respond users then have the ability to start a conversation with the device wearer by pressing the "Start Call" button. The Respond viewer can then communicate with the officer by our "push-to-talk" feature. The device wearer can hands-free talk back to the Respond viewer. This feature supplies officers and supervisors with a communication method through Axon Respond.
These capabilities make it possible for those not on scene to gather better intel and help officers in the field as situations change. Whether checking in on a responding officer or sharing tactical advice during a critical event, Axon Respond gives your agency access to information in the moment.

Axon Community Request+
Axon Community Request is a tool built to securely request evidence from community members for ingestion into Axon Evidence. Axon Community Request can be used by officers in the field to collect video and audio evidence from witness or victim cell phones, or from surveillance video. Community members can then access the portal link and upload any evidence they have related to the incident in question, greatly simplifying the evidence collection process.

Axon Interview Room
Axon Interview is an interview system designed to reliably record and protect evidentiary footage throughout the interview process. Axon Interview includes both hardware and software components that are integrated together to simplify interview workflows. A standard Axon Interview setup can include one or two cameras per room, a microphone, and camera enclosures. Two servers, touch panels, and power over ethernet (POE) switches are also a part of a standard solution setup. *

Axon Device Manager
The Axon Device Manager mobile application assists agencies deploying large numbers of devices by enabling administrators to complete device management tasks for one or multiple Axon devices in seconds. Axon Device Manager transforms device management processes by starting with the devices themselves, instead of an inventory search and armory or storage room visit.

Managing Evidence
Axon Evidence
Axon Evidence is a scalable, cloud-based Digital Evidence/Asset Management System (DEMS), which stores all digital evidence in a centralized, secure system.

Axon Evidence integrates with the entire Axon Ecosystem of devices and applications, so your personnel can use its suite of features to easily store, organize, and view evidence.
Axon Evidence includes easy-to-use case-building tools and sharing workflows that allow users to build cases out of the evidence stored in the system. Once built, these cases can then be shared across your agency and with prosecuting partners in other agencies and jurisdictions.
Axon focuses on creating solutions to solve the complex challenges of digital evidence management. Rather than focusing solely on the camera or “capture” aspect, Axon looks at the bigger picture, considering the costs of ingesting, managing, retrieving, and sharing the data or the “capture to courtroom” workflow. We pay close attention to how officers interact with the application, as we believe it should conform to the needs of law enforcement and never the other way around. After years of collecting feedback and listening to input from law enforcement, Axon created the Digital Evidence Workflow (DEW) framework. The DEW Framework was designed to help agencies make sense of complicated and complex systems and highlight areas where they could improve their efficiency and effectiveness. The Axon Evidence digital evidence management solution was designed to align with and simplify this workflow.
Axon Evidence automatically integrates with all Axon solutions including TASER CEWs, Axon Fleet, and Axon body-worn cameras. Axon Evidence also has manual bulk upload capabilities to ingest and manage many other forms of digital evidence. Axon Evidence is a true end-to-end solution providing the application and the infrastructure required to run it. With Axon Evidence, all you need to access your evidentiary information is an internet connection and a standard web browser.
Axon Evidence can ingest assets from multiple sources, manage them simply with configurable metadata fields, retrieve them with an advanced search engine, automate access control and retention with intelligent workflow features, redact videos using powerful tools for FOIA requests, and collaborate effortlessly with other stakeholders using secure sharing features. Unlimited storage
Our Axon OSP package includes unlimited storage for all evidence—including Axon-generated footage, third-party footage, and anything else that can be stored in Axon Evidence. With unlimited storage, your agency will be equipped to make Axon Evidence your single destination for storage of your most critical evidence, without having to worry about storage overages or additional fees.
Third-party video support
The Axon Evidence third-party video playback feature automatically converts and plays videos not supported by the default video player. Officers and investigators will save time when ingesting video of a non-standard file type, as the feature automatically converts and plays more than 1,000 file types and their variations, with new file types added regularly and directly from customer requests.
Auto-transcribe
Axon Auto-Transcribe is a tool in Axon Evidence made up of two modules: Review Assistant and Transcription Assistant. Investigators can use Review Assistant to accelerate their review of evidence by generating a searchable, time-synced transcript of the evidence’s audio. This allows a user to click on a word spoken in the evidence file and be immediately taken to that point of the video. Transcription Assistant generates a transcript of an entire video via AI. An investigator can use Transcription Assistant to speed up the process of creating a transcript by correcting any errors in the AI-generated transcript, rather than typing a transcript from scratch.
Auto-tagging
The Auto-Tagging service takes information directly from your CAD or RMS solution and correlates it with the associated videos stored in Axon Evidence. Your officers will no longer need to manually tag their body-worn and in-car camera recordings or double-check manual entries for errors. Administrators can rest easy knowing that the metadata from your CAD and RMS systems are correlated via auto-tagging with custom retention categories in Axon Evidence, making proper evidence retention simple.

Axon Records
Axon Records is a cloud-based database application, that is intended to help improve incident reporting based on customized forms and automation tools. Axon Records is fully integrated with Axon Evidence, as well as other devices in the Axon Ecosystem, such as body-worn cameras and TASER energy weapons.
Axon Records is designed to make report writing more efficient, and submission and review processes faster, by generating information from the Axon Ecosystem of connected devices and software. Direct access to Axon Evidence allows users to seamlessly attach digital evidence from TASER devices, cameras, and citizen smartphones to an incident. Axon Records reports are collaborative in nature and can be shared with involved officers, partner agencies, and prosecutors. Cases developed in Axon Records are automatically created in Axon Evidence.
With this connectivity, agencies can access agency-wide data that can be reviewed and imported into Axon Records’ reporting modules, thus offering improved efficiency, and helping to ease your administrative burden.

Axon Investigate
Axon Investigate is a forensic platform for everything video related, with a trackable set of tools which allow users to quickly overcome challenges seen with modern video and multimedia evidence streams. Users can easily convert files to playable formats in bulk and manage multiple video sources in a single project.
Additionally, the tools in Axon Investigate Pro assist with video analysis, including multi-clip time syncing and stitching, video enhancement, narrative report creation, and court demonstratives. To accomplish these goals, Axon Investigate uses workflows—a combined set of processing steps—to forensically interrogate the media files.

Improving Performance
Axon Performance
Axon Performance is a module within Axon Evidence that provides two capabilities: reviewing individual evidence entries and managing overall performance.
Axon Performance is designed to reduce the amount of time field supervisors spend reviewing compliance with agency policies and programs. With Axon Performance, agencies streamline the supervisor review and enable supervisors to deliver tailored personnel training and feedback to ensure that teams are operating within agency guidelines and policies.
While using Axon Performance, supervisors or managerial-level staff can review electronic evidence, leave feedback on findings to be added to the Audit Report, and add inspection notes all within the Review pane.
As shown below, Axon Performance provides an easy-to-use interface to review video and mark pre-defined items, as well as enter more descriptive notes.
Axon Performance allows supervisors or managerial-level staff to review their agency's body-worn camera, Fleet and TASER metrics.
Not only can Axon Performance help an agency adhere to policies and programs currently in place, but they can leverage the technology to identify gaps in performance and evidence management. By gathering this information, your agency can work to train and improve an officer's skill set.

Axon Standards
Axon Standards is an internal affairs tool in Axon Evidence that assists with report writing and tracking of officer-involved events such as use-of-force, injury, or pursuit incidents. Supervisors, Professional Standards, or Internal Affairs (IA) units can streamline their report writing duties by having direct access to any associated digital evidence and take advantage of predictive typing, task delegation, and data management features. System administrators can create custom forms specific to an agency's policies, design routing and approval processes to match your workflows, and create automated alerts so that reports are not bottlenecked for review.
With Axon Standards, users can also access interactive reports to help provide data-driven insights and quicker investigative outcomes. These reports can help supervisors and leaders in the chain of command to thoroughly investigate staff-involved incidents, ultimately leading to better transparency amongst the community

Axon My90
My90 is a comprehensive engagement tool that helps law enforcement leaders conduct surveys, capture data, and display the results. My90 collects, de-identifies, and aggregates the survey responses to identify trends, surface positive feedback, and find specific opportunities for improvement. My90's offers three types of surveys:
- POST-CONTACT SURVEYS – Text or web-based surveys automatically sent to 911 callers to evaluate their interaction with officers
- COMMUNITY SURVEYS – Sent to the general population either in-person or online using QR codes and URLs to gauge community-wide sentiments
- EMPLOYEE SURVEYS – Short "pulse surveys" sent to agency staff via text message, email, and the web to evaluate morale or staff burnout
-

Training
Axon Virtual Reality
Axon Virtual Reality (VR) Training is an immersive training program that uses virtual reality hardware and software to enhance officer performance, critical thinking, and de-escalation skills. The solution is fully wireless and is made up of VR headsets, controllers, tablets, and integrated software.
Axon VR Training allows training at the station or a remote location, with its quick set-up experience and minimal amount of hardware. The solution has a small form factor, meaning there is no longer a need for a training room dedicated to housing cameras, truss systems, backpacks, or computers. Axon VR Training is very portable, and no complex room calibration is required.
The innovative Axon VR Training software is comprised of three core elements: Community Engagement Training, Simulator Training, and Axon Academy.

70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	For video surveillance, our products generally fall into the categories of: - Body-worn cameras - In-vehicle camera solutions - Interview Room solutions - Digital Evidence Management Systems	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Portable and mobile video camera and recording solutions, such as body-worn, in-car, and equipment-mounted devices.	(•) Yes ( ) No	Axon's offer includes the Axon Body 3 and Axon Body 4 body-worn cameras, as well as the Axon Fleet 3 in-vehicle camera solution. These products, and the mounts below, are described in answer 69 and detailed product sheets are attached. The Axon Body 3 and 4 cameras are self-contained audio-visual unit with no external wires. The cameras utilize a proprietary mounting system, allowing it to fully attach or detach from a mount in less than one second. Whether officers decide to mount their devices on a shirt, patrol vest, jacket, or belt, our easy-to-use mounting system—which includes an attachment piece built into the back of the device and an attachment receiver built into each mount—allows them to simply attach and lock the camera in a desired place and position. Officers can easily remove and securely remount the camera as needed and no alteration to uniforms is necessary for most mounts. Having multiple mounting options that attach to a variety of uniforms and clothing types can be both beneficial and convenient. Axon provides both low-retention mounts that are easy to maneuver and breakaway, as well as high-retention models that become an integral part of the uniform. With either option, officers can leverage our secure mounting system with RapidLock technology to help capture truth. The camera's magnetic mounts are strong enough to hold the devices in place while running or fighting. To mitigate the jostling and bouncing that might happen during a foot pursuit or a physical altercation, Axon camera mounts are designed to fit on the centerline or above the beltline of the user to benefit from the human body's own mechanics for absorption of impact and energy.	*
72	Permanently mounted or installed video camera and recording solutions designed for all law enforcement, school resource officers, corrections, first responders, and emergency medical services.	(•) Yes ( ) No	Axon Interview is an interview system designed to reliably record and protect evidentiary footage throughout the interview process. Axon Interview includes both hardware and software components that are integrated together to simplify interview workflows. A standard Axon Interview setup can include one or two	

			cameras per room, a microphone, and camera enclosures. Two servers, touch panels, and power over ethernet (POE) switches are also a part of a standard solution setup. Axon can build custom interview rooms to meet your specific needs. Available options include: Overt and Covert Cameras Covert Camera Enclosures Microphones Physical or Virtual Recording Servers Touch Panels Software application for workstations POE Switches Point-to-zoom cameras In-room remote viewing indicator lights Motion-detector camera activation Button-Push / Toggle switch camera activation Detectives responsible for conducting interviews will have access to an easy-to-use solution that will reliably capture crucial statements and important body language. This evidence can then be reviewed later and used when building a case. The system is controlled with touch panels that are pre-installed with Axon Interview software. With a simple tap of the screen, detectives can start an interview from either inside or outside of the interview room. The touch panel also unlocks time-saving workflows that can be leveraged during an interview—such as metadata entry to make evidence management easier, audio/video masking to protect individual privacy, note-taking tools, and bookmarking features to flag points of interest in an interview for later review. Additionally, command staff or other personnel can keep track of interviews as they happen through Axon Interview's Live Streaming application. The personnel can view multiple rooms at once and add notes and markers to an interview in progress. For security, access to interview rooms via livestream can be password protected. Features and benefits REDUNDANT ON-PREMISE STORAGE SERVERS to prevent the loss of critical evidence if a connectivity issue were to occur prior to uploading to the cloud A CONTINUOUS RECORDING BUFFER that temporarily stores audio and video to local servers, which allows agencies to retrieve evidence if a user forgot to start a recording A SECURE EVIDENCE UPLOAD PROCESS TO AXON EVIDENCE that protects the chain of custody and offers cloud-based storage	*

73	Video capable threat and weapons detection.	(•) Yes ( ) No	The Fleet 3 in-vehicle camera solution offers integrated Automatic License Plate Recognition technology. This technology can be used in combination with pre-defined criteria to alert based on a number of factors, such as a vehicle being stolen, or as part of an active search.	*
74	Related equipment complementary to the offering of the solutions in 71-73 above, including automated activation devices, lasers, monitors, recorders, microphones, and transmitters.	(•) Yes ( ) No	Axon Signal technology utilizes Bluetooth to activate nearby cameras in certain situations. This can be based on activating a TASER, withdrawing a weapon armed with Axon Signal Sidearm, and a variety of 12-volt signals in the vehicle, including, for example, activating sirens, a crash, or opening doors. Certain Axon Interview cameras can be configured to activate based on motion.	*

75	Technology, data storage, advanced analytics, redaction, and management software solutions and applications for self-hosted, cloud-based, and hybrid systems that are complementary to the offering of the solutions in 71-73 above.	(●) Yes ( ) No	Axon Evidence is a scalable, cloud-based Digital Evidence/Asset Management System (DEMS), which stores all digital evidence in a centralized, secure system. Axon Evidence integrates with the entire Axon Ecosystem of devices and applications, so your personnel can use its suite of features to easily store, organize, and view evidence. Please see the attached solution description for detailed information on Axon Evidence. Axon Evidence includes easy-to-use case-building tools and sharing workflows that allow users to build cases out of the evidence stored in the system. Once built, these cases can then be shared across your agency and with prosecuting partners in other agencies and jurisdictions. Axon focuses on creating solutions to solve the complex challenges of digital evidence management. Rather than focusing solely on the camera or “capture” aspect, Axon looks at the bigger picture, considering the costs of ingesting, managing, retrieving, and sharing the data or the “capture to courtroom” workflow. We pay close attention to how officers interact with the application, as we believe it should conform to the needs of law enforcement and never the other way around. After years of collecting feedback and listening to input from law enforcement, Axon created the Digital Evidence Workflow (DEW) framework. The DEW Framework was designed to help agencies make sense of complicated and complex systems and highlight areas where they could improve their efficiency and effectiveness. The Axon Evidence digital evidence management solution was designed to align with and simplify this workflow. Axon Evidence automatically integrates with all Axon solutions including TASER CEWs, Axon Fleet, and Axon body-worn cameras. Axon Evidence also has manual bulk upload capabilities to ingest and manage many other forms of digital evidence. Axon Evidence is a true end-to-end solution providing the application and the infrastructure required to run it. With Axon Evidence, all you need to access your evidentiary information is an internet connection and a standard web browser. Axon Evidence can ingest assets from multiple sources, manage them simply with configurable metadata fields, retrieve them with an advanced search engine, automate access control and retention with intelligent workflow features, redact videos using powerful tools for FOIA requests, and collaborate effortlessly with other stakeholders using secure sharing features.	*

76	Accessories complementary to the offering above, including docking stations, chargers, memory cards, cables, adapters, clips, mounts, batteries, holsters, and harnesses.	(•) Yes ( ) No	Docking stations The Axon Body 3 cameras are compatible with two types of docks—an 8-bay Dock and a 1-bay Dock. Each dock is designed to charge the camera or cameras, and provide a connection to our DEMS, Axon Evidence, to securely upload evidence and receive the newest operating system updates or configuration changes. Please see the attached Axon Body 3 and Axon Body 4 solution descriptions for a images and specifications. Each dock function as an Ethernet adapter, an unmanaged network switch, and charger. All Axon Body 3 cameras are compatible with any Axon Body 3 Dock. All that is required to install an Axon Body 3 Dock, is the supplied Ethernet cable, an active internet port that connects to your network, and the included power cord. Upload rates average 30 MBPS withing a dock. Each time the Axon Body 3 camera is docked, the time is automatically checked and reset. The dates and timestamps sync with the atomic clocks at the National Institute of Standards and Technology (NIST) and cannot be altered, which protects the chain of custody. The timestamp can be displayed in local or UTC. Axon also provides an option for Wall Mount Brackets, which were designed to minimize the device-storage footprint, as well as provide easy access to your device(s). The docks are typically mounted at an angle to help keep devices connected and operating lights visible. Mounts The Axon Body 3 camera is a self-contained audio-visual unit with no external wires. The camera utilizes a proprietary mounting system, allowing it to fully attach or detach from a mount in less than one second. Please see the attached Axon Body 3 and Axon Body 4 solution descriptions for a detailed list with images of all mounting options. Whether your officers decide to mount their devices on a shirt, patrol vest, jacket, or belt, our easy-to-use mounting system—which includes an attachment piece built into the back of the device and an attachment receiver built into each mount—allows them to simply attach and lock the camera in a desired place and position. Officers can easily remove and securely remount the camera as needed and no alteration to uniforms is necessary for most mounts. Having multiple mounting options that attach to a variety of uniforms and clothing types can be both beneficial and convenient. Axon provides both low-retention mounts that are easy to maneuver and breakaway, as well as high-retention models that become an integral part of the uniform. With	

			either option, officers can leverage our secure mounting system with RapidLock technology to help capture truth. The camera's magnetic mounts are strong enough to hold the devices in place while running or fighting. To mitigate the jostling and bouncing that might happen during a foot pursuit or a physical altercation, Axon camera mounts are designed to fit on the centerline or above the beltline of the user to benefit from the human body's own mechanics for absorption of impact and energy. Axon Body 4 Point of View Module The Axon Body 4 camera offers an easily integrated point-of-view camera called the Axon Flex POV Accessory. The Flex POV module does not require charging or offload. When a Flex POV module is connected, Axon Body 4 will buffer and record from the POV module perspective. When the POV module is disconnected, Axon Body 4 will automatically switch back to the Body Worn Camera perspective. When a Flex POV module is connected to a user's camera for the first time, Axon Body 4 will prompt the user to set the POV orientation. The orientation of the POV module can be determined using the letter on the top of the POV module when mounted. Once set, orientation can be updated using the camera menu. Axon Body 4 Quick Disconnect Charger While the Axon Dock is the primary means of charging, the Axon cameras can be charged by any electrical charger with a USB connector. The Axon Body 4 uses a USB 3.0, Type-C receptacle. This flexibility allows an officer to charge a camera from any location with a USB-compatible power source. The Axon Body 4 also includes a magnetic disconnect charger for additional ease of charging.	
77	Services complementary to the offering above, including training, installation, and administration of warranty programs.	(•) Yes ( ) No	A successful program depends on the ease of implementation and the experience of the deployment team. Axon's Professional Services (PSO) team includes experienced professionals who have completed hundreds of deployments covering hundreds of thousands of cameras, as well as the supporting evidence management systems. Axon's PSO, data migration, training and Fleet installation teams have extensive experience helping agencies of all sizes implement their body-worn and in-car camera programs. By offering dynamic deployment plans, experienced deployment teams, and a solution developed in-house specifically for public safety, Axon is uniquely positioned to provide customers with an effective deployment, training, and	

			support experience. With Axon, customers receive a full solution, mitigating the project and support risks associated with having multiple, different suppliers. Axon has the manufacturing capability, financial capacity and skilled and available workforce to ensure that a program is successful. Our reputation for going above and beyond to ensure that our customers are not only satisfied, but successful with our products is well known throughout the industry, and we invite all customers to validate this with objective resources. By having our staff complete installations, customers can expect project alignment, with end users gaining a more complete picture of the features and functionality of the solutions. Our PSO team is trained specifically to install our proprietary solutions, meaning customers will benefit from having installers with the most up-to-date product information, product training, and installation techniques. Many of our PSO implementation specialists joined Axon directly from law enforcement and were responsible for planning and managing similar projects in their former law enforcement roles. This real-world experience is an invaluable resource and allows them to predict and overcome potential challenges as well as effectively collaborate with command and IT staff. Our staff can also offer guidance on custom workflows and processes to help use your body-worn and in-car cameras and DEMS effectively and in compliance with local laws and statutes. When selecting a solution, it is worth considering whether the hardware and software were built from company acquisitions or developed by the same engineers who support it today. The proposed body-worn and in-car camera hardware and DEMS software were designed and maintained by Axon's in-house engineers, allowing our teams to easily pass on feedback for feature requests as programs progress. Our U.S.-based Technical Support team can engage directly with our in-house engineers for advanced troubleshooting if the need arises. At the beginning of each program, we meet with customers to define requirements and outline a project schedule. Our programs typically include items required to: Migrate your existing data; Establish integrations with your current platforms as defined in the requirements; Build and deliver your solutions; Configure all body-worn camera LTE sim cards, establishing them on the appropriate carrier networks, and		

			managing all body-worn LTE data plans. Create your initial configuration in Axon Evidence; Train your administrators; Install your in-car cameras and, Provide long term support. Deployments are led by Axon's PSO team, who will begin by reviewing the proposed project plan with designated point of contact. Axon's PSO team will coordinate direction with this point of contact throughout the project to accomplish the tasks necessary for a smooth, successful implementation. During the implementation kick-off calls, our resources will work collectively to refine the plan, and define a final schedule. These initial discussions will set expectations for deployment timing and staffing. Administrator guides, networking information, and other critical solution information will be provided to your program point of contact to assist with planning. Axon's PSO team will also evaluate the project for proper scoping and follow-up to obtain additional information if necessary prior to on-site services. This may include information on network specifications/bandwidth, CAD/RMS integration, desired offload method, and other system information that may require involvement from your network administrators or IT team. It is important to agree on a solid plan at the beginning of the program, as well as to set the policies that will guide how data is migrated and establish the rules that will be used to configure the systems. The resulting plan will be documented and shared with each member of the team, providing the structure to successfully complete your project implementations. Having your policies in place before deployment begins helps to streamline the go-live process and ensures officers are prepared to use the system as soon as possible. Additionally, necessary categories in Axon Evidence should be considered, as they determine evidence retention. Categories are completely customizable to meet your local policies and laws. To ensure proper input and legal compliance, customers should gather the following agency and community stakeholders before building your body-worn and in-car camera policies. POLICY MAKERS – Stakeholders such as command staff and community leaders should be included when developing body-worn and in-car camera policies. FIELD TRAINING OFFICERS – Officers who represent the end users of the devices. EVIDENCE CUSTODIANS –	

			Including those who will be responsible for digital evidence sharing is key. LEGAL REPRESENTATIVES – Including members of the larger legal community can assist with community alignment and buy-in. Once the proper stakeholders are gathered, Axon's team will collaborate with customer personnel to help draft the policy definitions necessary for the successful use of Axon Evidence. First, user roles should be considered. User roles and their permissions in Axon Evidence are highly customizable, and our PSO team can assist with the development of custom roles during deployment. Identifying the level of permissions needed (such as the ability to view evidence, share evidence, download evidence, restrict evidence, etc.) for each role is customized. The guides provided by the PSO coordinator during initial planning conversations will help with this task. When determining necessary custom retention categories, customers should consider consulting State Retention Schedules or other legal guidance. During on-site services, our PSO team can then offer guidance to set up these pre-determined retention categories in Axon Evidence. Having these critical system policies in place prior to deployment will support a quicker, more thorough roll-out. While the primary Evidence solution will be maintained in the cloud, there can be a number of areas where Axon and customers will need to agree on information technology approaches and requirements. This primarily includes decisions related to LTE and Wi-Fi uploads, networking permissions for body-worn camera docks, and offload methods for the Fleet 3 system. These discussions will happen early in the program, allowing Axon to finalize details of the implementation plan, including configuration and installation requirements. For customers with existing DEMS, Axon will help define a migration strategy. Axon Evidence is designed to be highly configurable, and supports the creation of both free-text metadata (tags) and customer-defined metadata fields. The flexibility of Axon Evidence ensures customers get the information they need that is most effective for searching, while at the same time standardizing their terminology over time. This supports greater efficiency, less re-training, and ultimately greater organizational value. Every system your agency uses may be organized a little differently. For example, in your in-car video management system, you may	

			classify evidence as “Evidence Type” whereas in your CCTV system you may classify evidence as “Offense”. Axon’s migration process allows customers to visualize and map out how they want this information to appear in Axon Evidence. Axon will work with customers to design a metadata mapping schema for Axon Evidence based on the metadata tags and fields from the legacy system. Based on this mapping schema, an Axon Field engineer will use our automated tools to map the desired metadata to fields, pre-append any audit information into Axon Evidence audit logs and upload the assets with this information populated in Axon Evidence. Axon will demonstrate this migration in a test environment for customers to review and sign off that the data is uploaded and organized as desired. Ingesting and pre-appending the audit trail for each piece of evidence maintains full evidentiary integrity as you migrate systems automatically. This allows Axon Evidence to be a single source of truth detailing the lifespan of your evidence. Upon sign-off, Axon will install the migration tools and initiate upload into the live environment. The upload of historical data will commence after all legacy cameras are decommissioned to ensure that no evidence is lost in the transition. Training Training Overview Axon’s training approach is aligned with the overall coordination of the integrated body-worn camera, in-car camera, and digital evidence management solution implementation. Our approach ensures that those responsible for administering the digital evidence ecosystem, as well as those responsible for using our systems and devices, have multiple options for initial and recurring training. We will provide initial training, as well as access to the on-line Axon Academy for refresher training, and future training of new users. Axon is highly flexible with our training options, and can adjust courses and approaches as needed based on discussions in the project planning phase. Training is largely centered around the types of users and devices, focusing on those with administrative responsibility, in house trainers, detectives, redaction technicians, body-worn camera users and Fleet users. Our proposed training is outlined below. Training Materials Our Professional Services team will provide soft copies of User Guides, Axon Quick Start Guides, and Manuals, Axon Evidence		

			Administrator Reference Guide, Axon Evidence Security Guide, End-to-End Deployment Guide, Implementation Best Practices Guideline, and a Go-Live Checklist. Additional curriculum and support materials include, but are not limited to: Job Aids E-Learning Certification Programs Video Training Demonstrations Software Simulations Enrollment for Virtual Classes Recordings of Previous Classes and Demonstrations Sample Lesson Plans Key User Training (Train the Trainer) End users can be trained one by one or in a train-the-trainer style. For a department of the size of Champaign, we advise training an initial subset of key end users. This group will serve several roles, including confirmation of system functionality, performance, and feedback on any localized issues that had not been previously identified. This initial subset of trainees can act in a “train the trainer” capacity for their co-workers and typically become a resource when newer users are activated and require training or assistance. System Administration Training System Administrator training typically consists of a session covering custom roles and permissions, retention categories, and other critical Axon Evidence settings. Additionally, Axon Evidence features will be discussed, including working with evidence, redaction capabilities, case functionality, reporting options, audit trails, and device inventory. Administrators will also learn how to configure items specifically related to Axon Body 3, Axon Fleet 3, Axon Signal, and ALPR. Each System Administrator training session is generally three to four hours in length and can accommodate up to 10 users. Axon Evidence User Training If training for evidence technicians, supervisors, detectives, or redaction technicians is necessary for your program, our team can accommodate those needs. These sessions are customized and will cover portions of Axon Evidence that are central to the job functions of those in attendance. Recommended Class Structure / Training Plan Under this project, Axon will provide the following training classes: One (1) three-hour Super User (Administrative) Training session (two (2) sessions can be conducted, if needed). There is no limit to the number of attendees for these sessions. One (1) three (3) hour Train the Trainer session. There is no limit to the number of attendees for these	

			sessions. One (1) one and a half (1.5) hour Evidence Tech Training. There is no limit to the number of attendees for these sessions. Fleet 3 Training - Generally, end users will be trained on the system when they return to pick up their vehicle after hardware installation is complete. They will be trained on system operation and best practices. This process can be modified if needed; in some larger agencies a group of end users may be trained, who will then train other groups of end users. The customer trainers would then complete the rollout of the cameras and training to all the officers. The number of classes will vary depending on the size of each department. For customer train the trainer rollout, we recommend a limit of 15 officers per class. Training is normally conducted at the beginning of a shift so that the officer can begin using the equipment immediately. Having training coincide with deployment reinforces the material taught during training and allows any issues that arise to be addressed by training staff immediately. While this is our recommended and proposed class structure and curriculum, our approach is flexible and can be modified to meet the needs of the City. Additional Training Resources and Continued Learning Our continued learning site, Axon Academy, is your go-to online resource for learning more about your TASER smart weapon, Axon camera, Axon Evidence account, and how each of these components interface with other elements of the Axon ecosystem. Supported by the Police One web infrastructure, Axon Academy is a convenient and secure way of accessing information to help agencies make the most of the Axon Ecosystem of products and digital evidence management software. Within Axon Academy, there are three different ways to learn: ON-DEMAND E-LEARNING MODULES – Each of these modules address a different element of the Axon Ecosystem and provide a self-paced, individual learning experience whenever is convenient for your users VIRTUAL TRAINING COURSES – these courses are offered live via the web, and give your users the ability to participate in a class and interact with the instructor CERTIFICATION PROGRAMS – Our comprehensive certification programs allow learners to pull together a specified list of resources to quantify their knowledge in a particular area (e.g., CEWs, Axon Evidence, Axon cameras). Training content is developed and maintained by Axon subject matter		

experts and supporting documentation is designed to provide a simple and straightforward way of learning about specific topics. The database continues to grow as our product and service offering expands.

Fleet 3 Installation
Axon Fleet 3 significantly reduces the need for bulky and expensive components often seen in traditional in-car solutions. With Axon Fleet 3, customers will benefit from minimally-designed system components such as our integrated cameras built to capture both audio and video, as well as provide integrated ALPR capability. Our sleek hardware and non-obtrusive wiring installation help optimize space within the patrol vehicle and promote an open and safe cabin in which an officer can move about freely and unobstructed.
The Axon Fleet 3 in-car system has a small form factor designed to offer a discreet and inconspicuous setup within a variety of vehicles, including civilian, unmarked, and patrol vehicles. Our team will work with customers to identify mounting locations within the vehicle that limit unwanted attention.
Our proposed solution will include all necessary wiring. Axon Fleet 3 has been developed to utilize Power over Ethernet (PoE) connections, which offer both greater connection speed and stability. All wiring will be installed and run underneath the lining of the vehicle or with the shape of the vehicle where possible. Any exposed wire will be secured, mounted, and bundled together to avoid any loose cabling.
During installation, our team will work with customers to determine the best mounting option for Axon Fleet 3 cameras in each vehicle, while keeping practical use and officer safety in mind.
Cameras are typically mounted to the windshield or rear glass with an adhesive and can be removed without permanent damage. The offered Fleet 3 system includes two cameras: the dual view, forward facing camera that includes the ALPR camera, and the interior camera to capture the rear cabin.
The Axon Fleet 3 Dual-View Camera is mounted on a swivel-ball joint that allows the camera to be panned and tilted to ensure objects of interest are within the camera's field of view. It supports 360-degree articulation. An Internal spring provides consistent sensory feedback as a user makes adjustments. The swivel-ball joint has detents that click in place every 22.5 degrees of horizontal rotation (pan) to hold the camera in the desired position.
The Axon Fleet 3 Interior Camera is mounted on an adjusted angle mount that allows the camera to be

tilted up or down to ensure objects of interest are within the camera's field of view. The Interior Mount can be adjusted to capture a comprehensive view of the cabin.

Long Term Support
In our view, a project is not over when a deployment is concluded. The final portion of any Axon delivery is our professional customer support, which starts after deployment concludes and continues for the life of the solution. Axon has included an initial five-year warranty as part of this project.
We have a multi-level approach to service, including our account specific Customer Success Managers, our 24/7 technical support and our Return Merchandise Authorization (RMA) team to help our law enforcement partners have the most successful body-worn, in-car camera and digital evidence management programs possible.
We begin the post-deployment process with a survey that allows all customers to provide feedback directly to Axon leaders, and we provide multiple options for getting help, offering suggestions, or expanding your Axon ecosystem.
Customer Success Manager
We assign a customer success manager (CSM) to your account for the remainder of your contract. Their goal is to support your day-to-day needs, educate you on new features, and help you receive value from your investment. Your CSM will wear multiple hats, from project management to product expert to consultant, and will continually be focused on making the City more efficient and confident in your daily workflows.
As your program develops and progresses, your CSM can take hardware and software feedback and pass it along to our engineers—another benefit of deploying a solution that is serviced by the same engineers who developed it. In fact, many new features have been built directly from such suggestions from our law enforcement partners. They will also work with your sales executive if any further purchases are desired. Your CSM can be reached by phone or email and can be adaptable to your communication preferences.
24/7/365 Technical Support
Our Technical Support team is US-based and offers live phone support 24 hours a day, seven days a week. This is included as part of your investment in the Axon ecosystem and any member of your agency can call; our staff will help anyone with their questions, not just supervisors. A caller is usually talking with one of our support staff within 30 seconds of placing their call. Online, email-based support and remote-location

			troubleshooting are also included. If a technical issue requires advanced troubleshooting or interfacing with our in-house engineers, our Senior Technical Support team (Tier 2) can take over from the Technical Support team (Tier 1). All senior technical support representatives hold certifications from their respective governments for access to CJI. The team currently holds a variety of education and information technology certifications, and many have a background in law enforcement. RMA Process If equipment needs to be returned for repair or warranty work, we make the process as simple and hassle-free as possible. Axon's return material authorization (RMA) request process is housed directly within Axon Evidence, allowing users with appropriate permissions to create repair requests easily. Our US-based RMA team works out of our Scottsdale, AZ headquarters. All returns are initiated, tracked, and managed using the hardware's unique device serial number, which also correlates with warranty status and helps protect evidence integrity if evidence recovery is needed. Axon's RMA process is also integrated with FedEx and return labels are provided at no extra cost.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe the security features of your proposed solutions in relation to data security.	Axon Evidence, the same application used for managing TASER evidence, is a cloud-based solution that complies with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy, which sets the minimum-security requirements to provide an acceptable level of assurance to protect the full lifecycle of Criminal Justice Information (CJI). Axon Cloud Services was designed and is operated to ensure that it is compliant with the FBI CJIS Security Policy at both the application and data storage layers. Customers can be assured that their digital data is protected by a robust information security program that is designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats. The Axon CJIS Compliance White paper outlines the specific security policies and practices for Axon Evidence and how they are compliant with the CJIS Security Policy. Read more about Axon's CJIS Compliance program and commitments here. http://www.axon.com/compliance. Axon Evidence offers numerous data security management functions to meet and exceed industry standards for the architecture and security of Axon Evidence. Axon has developed and operates secure software development lifecycle procedures (SDLC). Execution within the SDLC ensures security is evaluated at every phase of development and that quality measures are met. All evidence data is encrypted at rest and in transit. Robust SSL/TLS is implemented for data in transit using TLS 1.2 with a 256-bit connection and Perfect Forward Secrecy. Evidence data stored at rest is encrypted with at least 256-bit AES. The graphic below offers a high-level view of the various layers of security implemented in the CJIS compliant solution. Axon's compliance with a number of security standards in addition to CJIS demonstrate our commitment to providing a trustworthy platform to our customers, and offers a way to understand the controls put in place to secure Axon Evidence and the data you store in it. These additional certifications, compliance measures, and security assurances include: ISO/IEC 27001:2013 Certified - Information Security Management Standards ISO/IEC 27017:2015 Certified - Code of Practice for Information Security Controls	

ISO/IEC 27018:2019 Certified - Code of Practice for Protecting Personal Data in the Cloud
CALEA Standard 17.5.4 Compliant
HIPAA and HITECH
AICPA SOC 2 Type 2 Reporting (Applicable only to Axon Evidence)
Cloud Security Alliance - CSA STAR Attestation (Level Two)
Cloud Security Alliance - CSA STAR Self-Assessment (Level One)
Accessibility Conformance Report - WCAG 2.0 & VPAT/Section 508

BWC Security Overview
Law enforcement data is among the most sensitive in the world and, with Axon's robust information security program, we can help keep that data protected at all times. Our latest body-worn camera, Axon Body 3, includes a number of security features that help keep your valuable evidence and other information safe.
Both physical and software approaches ensure the security of data even if the camera is lost or stolen, and help you maintain a proper chain of custody.
Physical Security
SECURED COMPARTMENT – Axon assembles Axon Body 3 cameras with Torx screws, thus preventing access to the storage without proper tools. *
EMMC STORAGE (EMBEDDED MULTIMEDIA CARD) – eMMC storage is populated on the circuit board rather than using an SD card. Accessing and reading eMMC is difficult and would require destruction and/or modification of the circuit board. Videos cannot be deleted from the camera. Cameras will not natively mount into a Microsoft Windows operating system like a mass storage device such as a flash drive or external hard drive would.
Software/Firmware Security
NO PARTITION TABLE – The storage media does not have a partition table and will show as an unreadable drive/ card (under any operating system).
ENHANCED VIDEO AUTHENTICITY & INTEGRITY VALIDATION – Authentication and validation checks between the camera and Axon Evidence;
SIGNED COMMANDS – Cryptographic validation of commands sent to the camera from Axon Evidence;
SECURE BOOT – Only trusted, cryptographically signed firmware will run on the camera;
HASH TREE IMPLEMENTATION – Facilitates multiple layers of forensic integrity;
DISK ENCRYPTION – While on the device, evidentiary video is protected from manipulation with AES-XTS 128-bit encryption. Currently AES-128 is acceptable for protection of classified data, up to SECRET, by the US federal government.

Secure Transfer
The Secure Upload Process
Axon cameras are designed to protect and preserve the evidence they capture. The cameras store all video files securely in onboard storage until the files are completely and successfully transferred into the digital evidence management system. All communication between the Axon Body 3 camera and Axon Evidence is conducted over 256-bit AES encryption to safeguard data during transfer.
During offload from the camera to Axon Evidence:
1. The precomputed SHA-2 cryptographic hash tree is located for each video that needs to be uploaded and each SHA-2 hash tree is computed immediately after the corresponding MP4 video finishes recording.
2. The SHA-2 cryptographic hash tree and video metadata are transmitted to Axon Evidence. The MP4 video files are saved securely on Axon Evidence in their original state, as verified by the SHA-2 hash tree function.
3. Upon completion of the upload process, the SHA-2 cryptographic hash tree values are evaluated to detect data corruption of any kind. A contiguous SHA-2 hash is computed after this verification step.
4. Once the hash values and data integrity are verified, the file is confirmed to be uploaded, and the corresponding video files are deleted from the camera.
If a transfer is terminated before its video files are fully uploaded, any files not completely uploaded to Axon Evidence will remain on the camera, so that upload can resume the next time the camera is docked or connected.
Loss of power to an Axon camera will not cause data loss or corruption. The devices maintain a suitable amount of backup power to ensure proper shutdown. If a device were to lose power, it would properly close out all incident files (videos) to ensure that no data was lost or corrupted. In the event of sudden and complete power loss, the device will perform a video recovery operation during the next boot process and close out the incident file. The interrupted recording file, as well as any previously recorded files, will be available once power is restored.

79	Describe the data storage, Artificial Intelligence (AI) analytics, and management features and functionality as they relate to your proposed products.	As a cloud-based system, Axon Evidence's architecture is modular, scalable, and extensible. All data is stored in the Evidence instance at a Microsoft Azure data center. Managing the vast amount of digital evidence available to agencies today can be overwhelming. Especially when the burden is on end users to keep evidence organized—no matter the source. This becomes even more difficult when digital evidence is stored in various locations, on different devices, and across many platforms. Axon's unlimited third-party storage plan—which includes storage for both Axon-captured evidence and third-party evidence—offers agencies a modernized approach to digital evidence management that is affordable, convenient, modular, secure and can scale to meet any storage requirements. With unlimited storage, Axon Evidence can be the main source of storage for all digital evidence. You can then easily manage, store, share, receive, and investigate your data all from a single system. To help with the usability of large data volumes, content that has not been viewed or accessed for six months may be moved into archival storage. Archived files are still searchable and can be retrieved with a single click. Interview Room Axon Interview uses a local storage server to temporarily store video before upload to Axon Evidence. This is in place to ensure that no evidence is lost due to communications issues. Axon Body Worn Cameras Axon cameras will never overwrite previously recorded footage. It is not possible to delete or modify any video content on the device; videos are only deleted from the camera once they completely and verifiably upload to the application. This safeguard ensures no video content is accidentally lost or altered. The Axon Body 3 has 64 GB of non-removable storage to house captured video files and the camera's operating system. This is sufficient to hold 11 to 46 hours of recorded video (depending on resolution). The Axon Body 4 has 128 GB of non-removable storage on a solid state eMMC to house captured video files and the camera's operating system. This is sufficient to hold 11 to 103 hours of recorded video (depending on resolution). Axon Performance Axon Performance allows supervisors or managerial-level staff to review their agency's body-worn camera, Fleet and TASER metrics. Not only can Axon Performance help an agency adhere to policies and programs currently in place, but they can leverage the technology to identify gaps in performance and evidence management. By gathering this information, your agency can work to train and improve an officer's skill set. Please see the attached solution overview for more information. Auto-transcription As cases make their way through the justice system, an accurate transcript will be required at some point. Manual transcription typically takes 4-10 times longer to produce than the length of the actual audio, meaning there are often lengthy backlogs and budget constraints, which slow the delivery of admissible evidence. Furthermore, during the transcription process, transcribers are forced to repeatedly listen to potentially disturbing audio to ensure accuracy. To address these issues, Axon's Transcription Assistant offers access to powerful artificial intelligence (AI) and an intuitive user interface (UI) to help make transcribing audio faster and more efficient.

80	Describe how your proposed product(s) or systems integrates with Computer Aided Dispatch, Records Management, Digital Evidence Management, and/or Situational Awareness Systems.	Axon Evidence is a Digital Evidence Management System (DEMS), and a large benefit with Axon is that our full ecosystem of products natively integrates with Axon Evidence. There is never a need to worry about the core integration of evidence collection, storage and management as Axon provides all these capabilities. Axon has a proven integration with situational awareness systems such as RapidSOS and Flock through our Axon Respond API. This API is fully developed and requires no additional work for customers. Generally, the situational awareness systems will begin polling Axon Respond continuously, providing real-time access to officer locations. The location data of both body-worn and Fleet cameras will flow into these systems for visualization on their display. Integration with CAD/RMS Auto-tagging is a feature that categorizes videos based on the correlated event metadata captured by the respective systems. Common data already collected by the CAD or RMS, such Event ID, Event Type, Officer Badge ID, and Dispatched and Cleared Times can be automatically associated with evidence, without the need for manual intervention. Integrating a CAD or RMS system with Axon Evidence will save officers valuable time, because the majority of tags will be automatically added by the system. With auto-tagging, officers simply record videos with Axon body-worn or in-car cameras and upload them. Axon Evidence will use the data from the CAD and RMS solutions to apply the appropriate tags. Officers will still be able to add custom metadata tags in the field. On a regular schedule, customers export a database-printout file to a specific folder from the CAD or RMS software. The printout file format, generally an .xml or .csv, is designed to comply with Axon Evidence requirements for integration. Axon supplies a .NET 4.0 service “Integrator Application” on your server that monitors the selected folder. When the service detects the presence of a printout file, it encrypts the file using AES 256-bit encryption and sends it securely to Axon Evidence. After Axon Evidence confirms receipt of the file, the application deletes the local copy of the file. Axon Evidence decrypts the printout file and parses the data found in the file. Using an algorithm, Axon Evidence determines which evidence file each piece of data applies to and tags those files appropriately. Evidence can be auto-tagged for 72 hours after upload, and then will require manual tagging. When Axon Evidence finishes processing a batch of data received from the CAD/RMS solution, it sends the specified recipients a reporting email that includes summary results of the processing and detailed reports about evidence matched.

81	Describe how your system allows for secured sharing of videos - file sharing systems.	Sharing Evidence Axon Evidence enables users to share content with internal and external stakeholders without the need for additional licenses. This includes other agencies already using Axon Evidence or Axon Justice Premier, as well as external users who do not have Axon Evidence accounts. Sharing with Outside Agency Axon Evidence Users Axon Evidence makes it easy to share evidence and cases with other Axon Evidence agencies, as well as those utilizing our Justice Premier solution for prosecutors and public defenders. Since these external users already have Axon Evidence credentials, shared evidence can be used in the same way as their own digital evidence. After evidence is added to Axon Evidence, a user can simply share the case with any of their trusted partner agencies with Axon Evidence credentials. As users share evidence with partner agencies, the partner agencies will only have access to the data a user has chosen to share via an access list. All unshared data remains completely unavailable. When files are shared with a partner agency, Axon Evidence sends a copy of the files and their associated metadata, which the partner agency can manage independently without affecting the original evidence. Any evidence that is shared is preserved in its original form in the sharer's instance of Axon Evidence. Sharing With Non-Axon Evidence Users A user can share evidence with those who are not Axon Evidence users by emailing a download link to an external email address. Audit Trails, Table of Contents, and Transcripts, an Optional Message and the Duration in days that the share is active, can all be shared with the core evidence. All included documents will be made available via a ZIP folder, which a recipient can access without having to sign into an Axon Evidence account. There are no additional authorizations or licenses required by Axon to share files using this method. However, please note that access can no longer be centrally controlled once it is downloaded locally. Data Export Users cannot modify original videos captured for chain of custody and chain of evidence reasons. If the original content or video evidence is uploaded as an MP4 it will be downloaded as an MP4 for review. Axon does not apply any proprietary formats when files are exported. This applies with any files such as PDF, DOC, AVI, WAV, MP3, AAC, etc. At the time of upload an SHA cryptographic hash function is generated and used to verify the integrity of the content uploaded. This SHA hash is also available at time of download for verification of authenticity.
82	Detail how your system complies with Criminal Justice Information Systems (CJIS) security requirements.	Axon Evidence, the same application used for managing TASER evidence, is a cloud-based solution that complies with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy, which sets the minimum-security requirements to provide an acceptable level of assurance to protect the full lifecycle of Criminal Justice Information (CJI). Axon Cloud Services was designed and is operated to ensure that it is compliant with the FBI CJIS Security Policy at both the application and data storage layers. Customers can be assured that their digital data is protected by a robust information security program that is designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats. The Axon CJIS Compliance White paper outlines the specific security policies and practices for Axon Evidence and how they are compliant with the CJIS Security Policy. Read more about Axon's CJIS Compliance program and commitments here. http://www.axon.com/compliance.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - 2023 Axon Pricebook - Sourcewell 2.0.xlsx - Tuesday October 10, 2023 15:41:59
- Financial Strength and Stability - AXON_2022_AnnualReport.pdf - Tuesday October 10, 2023 15:42:15
- Marketing Plan/Samples - Cooperative Contract Marketing Example.docx - Wednesday October 11, 2023 15:08:36
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Axon-Master Services and Purchasing Agreement- Sourcewell 101223.docx - Tuesday October 10, 2023 15:43:02
- Standard Transaction Document Samples - Axon-Master Services and Purchasing Agreement- Sourcewell 101223.docx - Tuesday October 10, 2023 15:42:43
- Upload Additional Document - Product Descriptions.zip - Tuesday October 10, 2023 15:46:25
- Requested Exceptions - Sourcewell RFP 101223 - Axon's Exceptions.docx - Tuesday October 10, 2023 15:42:34

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kenneth Maum, Senior Proposal Manager, Axon

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_RFP_101223_Public_Safety_Surveillance Thu October 5 2023 08:32 AM	☑	3
Addendum_10_RFP_101223_Public_Safety_Surveillance Mon October 2 2023 03:56 PM	☑	1
Addendum_9_RFP_101223_Public_Safety_Surveillance Tue September 26 2023 03:16 PM	☑	1
Addendum_8_RFP_101223_Public_Safety_Surveillance Thu September 21 2023 04:09 PM	☑	1
Addendum_7_RFP_101223_Public_Safety_Surveillance Thu September 21 2023 07:35 AM	☑	1
Addendum_6_RFP_101223_Public_Safety_Surveillance Wed September 20 2023 12:49 PM	☑	1
Addendum_5_RFP_101223_Public_Safety_Surveillance Mon September 18 2023 03:49 PM	☑	1
Addendum_4_RFP_101223_Public_Safety_Surveillance Fri September 15 2023 10:52 AM	☑	1
Addendum_3_RFP_101223_Public_Safety_Surveillance Tue September 5 2023 03:47 PM	☑	1
Addendum_2_RFP_101223_Public_Safety_Surveillance Fri August 25 2023 01:53 PM	☑	2
Addendum_1_RFP_101223_Public_Safety_Surveillance Fri August 25 2023 11:11 AM	☑	2

Docusign Envelope ID: B1E3F23E-689D-488C-8255-0EB13BEC2BC7

AMENDMENT #1
TO
CONTRACT # 101223-AXN

THIS AMENDMENT is effective upon the date of the last signature below (Effective Date) by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier), collectively referred to as "parties."

Sourcewell awarded a contract to the Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027 (Contract).

Supplier requested that its Canadian affiliate, Axon Public Safety Canada, Inc., be named as an additional Contract holder.

Therefore, the parties agree that as of the effective date of this Amendment, the named Contract holder "Axon Enterprise, Inc." in Contract # 101223-AXN will be replaced with "Axon Enterprise, Inc. and it's Canadian affiliate Axon Public Safety Canada, Inc."

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: Signed by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 2/4/2025 | 10:39 AM CST

Axon Enterprise, Inc. and it's Canadian affiliate Axon Public Safety Canada, Inc.

By: Signed by: 55DAEBB131A4424...

Robert Driscoll, VP, Assoc. General Counsel

Date: 2/4/2025 | 9:07 AM MST

LOCAL COOPERATION AGREEMENT AMONG THE CITY OF OXFORD, MISSISSIPPI, AND THE OXFORD SCHOOL DISTRICT REGARDING THE SCHOOL RESOURCE OFFICER PROGRAM

THIS AGREEMENT is entered into as of the date shown at the end of this agreement by the City of Oxford, Mississippi, a municipality duly authorized, established and existing under the laws of the State of Mississippi (the "City"), and the Oxford School district, a separate municipal school district authorized, established and existing under the laws of the State of Mississippi (the "District") (collectively, the "Parties"). This Agreement is entered in accordance with the provisions of Section 17-13-1 *et seq.* of the Mississippi Code of 1972, Annotated, as amended ("Interlocal Cooperation Act of 1974").

WHEREAS, the Interlocal Cooperation Act of 1974 authorizes any two or more local governmental units to enter into a written contractual agreement with one another to jointly provide services and facilities and to jointly exercise and carry out power, authority, or responsibility exercised or capable of being exercised by a local governmental unit; and WHEREAS, the City and the District are local governmental units as defined by MISS. CODE ANN. § 17-13-S (a) and are each governed by a Governing Authority as defined by MISS. CODE ANN. § 17-13-S (b); and

WHEREAS, the City has the authority to provide police protection and to receive and spend funds related to the provision of such police protection; and

WHEREAS, the City and the District have each found that there is a need for uniformed police officers ("School Resource Officers") to patrol the buildings and grounds of the District, to deter crime at the schools, to assist the District if a crime occurs on school property or at a school event, and to assist in providing educational training when requested to do so by the District; and

WHEREAS, the City and District desire to cooperate and work with each other to retain School Resource Officers whose primary responsibilities will be to patrol the buildings and campuses of the District and be on duty at certain extracurricular school functions and will also perform the regular duties required of an Officer of the City's Police Department.

NOW, THEREFORE, pursuant to the provisions of the Interlocal Cooperation Act of 1974, MISS. CODE ANN. §§ 21-19-49 and 37-7-321, the approval of the City's Board of

Aldermen by resolution entered on its minutes dated_____, and the approval of the District 's Board of Trustees by resolution entered on its minutes _____, the parties do hereby adopt this Agreement:

SECTION I. GENERAL PROVISIONS

This agreement (the "Agreement") is entered in accordance with the authorization of the Interlocal Cooperation Act of 1974 as it now appears. All provisions set forth in the Act are incorporated herein and made a part hereof. It is the intent of the parties to this Agreement that such authority as is granted by the Act shall be exercisable by the Parties to enable them to accomplish the purposes of this Agreement.

SECTION II. PURPOSE

The purpose of this Agreement is to provide authority for the City to receive monetary contributions from the District to assist in funding the positions of School Resource Officers to be assigned for duty with the District. This Agreement is also made to provide authority for the City to assist in providing such funding and to appoint certain employees of its Police Department ("the Department") as School Resource Officers ("SROs") in the District's various schools.

SECTION III. AUTHORITY

MISS. CODE. ANN § 21-21-3 authorizes the City to provide police protection. MISS. CODE ANN. § 37-7-321 authorizes the District to appoint security personnel and to enter into interlocal agreements for the provision of law enforcement duties. MISS. CODE ANN. § 21-19-49 authorizes the City to contract to provide police protection to the District on such terms and for such reimbursement as the Parties agree. This Agreement does not afford the Parties any authority, power, or responsibility they do not otherwise possess.

This Agreement shall be submitted to the Attorney General of this State for a determination of whether the Agreement is in proper form and compatible with the laws of the State pursuant to MISS. CODE ANN. § 17-3-11 and shall become effective upon approval as provided by law. On approval by the Attorney General, or the passing of sixty days after submission without his disapproval, copies of this Agreement shall be filed with the Chancery

Clerk of Lafayette County, the Secretary of State of the State of Mississippi, and the State Department of Audit.

SECTION IV. DURATION, STAFFING, AND PAYMENT

A. Duration

The duration of this Agreement shall be for the period July 1, 2025- June 30, 2026.

B. Staffing

The City agrees to provide a minimum of one Lead School Resource Officer (Sgt.), one Assistant Lead School Resource Officer (Cpl.), four (4) additional School Resource Officers for a total of (6) six for assignment within the District. Each such Officer shall be certified by the MS Board of Law Enforcement Officers Standards and Training. The City may, in its discretion, assign additional School Resource Officers to the District, subject to the approval of the District's Superintendent or his designee. Each School Resource Officer shall remain an employee of the City under the direct control and supervision of the City's Chief of Police and within the chain of command of the City's Police Department. The City shall maintain insurance coverage for each School Resource Officer to the same extent it maintains such coverage for its other employees and police officers. The City shall provide fringe benefits, including health insurance and retirement plan enrollment, to School Resource Officers to the same extent it provides such benefits to its other employees and police officers. All of the City's employment policies shall remain in force with respect to School Resource Officers. No School Resource Officer shall accept or be paid any compensation from any source except his or her regular salary and benefits through the City.

The Parties recognize that the duties of a School Resource Officer may require the Officer to be away from his or her assigned campus during the school day. School Resource Officers shall notify the school principal, an assistant principal, or the school office manager any time the Officer leaves his or her assigned campus.

The Parties recognize that, in the event of an emergency or natural disaster, the Chief of Police may order School Resource Officers to perform duties away from their normal on-campus assignments. In the event that such temporary reassignments become necessary, the Lead School Resource Officer or his or her designee will inform the Superintendent of all

reassignments. To the extent possible under the circumstances, the City agrees to provide adequate police protection to the District's various campuses during any emergency or natural disaster.

C. Payment

The District agrees to reimburse the City in an amount equal to the salary and fringe benefits paid to the Lead School Resource Officer (Sgt.), Assistant Lead School Resource Officer (Cpl.) and four additional (4) School Resource Officers. The District recognizes that the salary and benefit levels of School Resource Officers are set according to the policies of the City and its Police Department and may not be altered by the District. In the event that any of the above-named officers are reassigned, the District agrees to reimburse the City for the salaries and fringe benefits of their replacements. The District also agrees to reimburse the City an additional amount not to exceed Seven Thousand Five Hundred Dollars ($7,500.00) as a stipend for the Lead School Resource Officer's service as the school safety coordinator, and an additional amount not to exceed Two Thousand Five Hundred Dollars ($2,500.00) as a stipend to the Assistant Lead School Resource Officer. The City will invoice the District for these expenses on an annual basis. The City will pay all salary, fringe benefits, and expenses associated with any additional School Resource Officer it assigns to the District.

D. Hours and Overtime

Unless otherwise requested by the Superintendent or the school principal, each School Resource Officer's normal hours of work shall be Monday through Friday, 7:00 a.m. to 4:00 p.m. School Resource Officers may also be requested to attend various District-sponsored events and extracurricular activities at their assigned campuses, at other District property, or in other locations. All such additional assignments shall be approved by the Lead School Resource Officer (Sgt.).

All overtime for School Resource Officers shall be requested and approved according to the City's policies. School Resource Officers may elect to receive "comp time" in lieu of overtime pay as approved by the Lead School Resource Officer, but no School Resource Officer may accumulate more than 480 hours of "comp time." School Resource Officers may use "comp time" or vacation leave when it has been approved by the Lead School Resource Officer, but the

Oxford School District would prefer that it be taken when their assigned schools are closed or recessed for holidays in accordance with the City's Leave policy.

The City will compensate School Resource Officers for overtime pay accrued in the performance of duties that are solely for the City and not for the School District. Otherwise, the District will compensate the City for overtime pay earned for duties performed at District events or functions, only to the extent it is informed in advance that a School Resource Officer has elected to receive overtime pay rather than "comp time." The City agrees to inform the District of any such election by any School Resource Officer.

SECTION V. QUALIFICATION, APPOINTMENT, AND REMOVAL

A. Qualifications

Each applicant for the position of School Resource Officer:

- should be an officer of the Oxford Police Department with at least three (3) years of experience;
- must be certified by the MS Board of Law Enforcement Officers Standards and Training;
- must complete the Basic SRO Training Class within one year of his or her initial appointment;
- must have the necessary demeanor and communication skills to work with students, parents, and school personnel; and
- must possess such other qualifications and traits as deemed necessary by the City and the District.

Each applicant for the position of Lead School Resource Officer (Sergeant)

- must meet all qualifications required of a School Resource Officer;
- must have served as a School Resource Officer for a minimum of three (3) years;
- must be an officer of the Oxford Police Department with a minimum rank of senior officer; and
- must have supervisory and management experience.

Each applicant for the position of Assistant Lead School Resource Officer (Corporal):

- must meet all qualifications required of a School Resource Officer;
- must have served as a School Resource Officer for a minimum of two (2) years;
- must be an officer of the Oxford Police Department with a minimum rank of senior officer; and

- must have supervisory experience.

B. Appointment

Candidates for School Resource Officer positions shall be interviewed by the City's Chief of Police, the Lead School Resource Officer, and the principal of the school at which the School Resource Officer is to be assigned. No candidate shall be appointed without the approval of the school principal and the Chief of Police.

If the District's Superintendent finds that a School Resource Officer or the Lead School Resource Officer is not effectively performing his or her duties and should possibly be removed from his or her assignment, the Superintendent shall notify the Chief of Police. If the principal of a District school finds that the School Resource Officer assigned to his or her school is not effectively performing his or her duties, he or she shall notify the Lead School Resource Office and the District's Superintendent or his/her designee and detail his or her complaints.

Upon receipt of any such request, the Chief of Police may schedule a meeting with the Lead School Resource Officer, the District's Superintendent, and any other District personnel deemed necessary by both the Superintendent and the Chief of Police in order to attempt to resolve the problem.

If no resolution is reached that is satisfactory to the Chief of Police, the Lead School Resource Officer, and the Superintendent, the Chief of Police will transfer the School Resource Officer from the school and a replacement School Resource Officer shall be sought.

The Chief of Police retains the discretion to reassign any School Resource Officer at any time. The Chief of Police will attempt to avoid reassignments in the middle of a school year. Any School Resource Officer who wishes to be reassigned shall inform the Lead School Resource Officer of that request in writing.

SECTION VI. DUTIES AND RESPONSIBILITIES

A. School Resource Officer Duties

The School Resource Officer shall:

- be familiar with his or her assigned District campus and its administration, staff, students, and faculty.

- take all necessary law enforcement actions and promptly inform the school principal of any such action.
- give assistance to other law enforcement officers in matters related to his or her school assignment(s) whenever necessary.
- act as an instructor for specialized, short term programs at the school as requested by the school principal.
- serve as a guest speaker when requested by the school principal.
- coordinate all of his or her activities with the school principal and affected staff members and seek permission and guidance before enacting any program at the school.
- attend parent/faculty meetings as requested in order to solicit support and understanding of the School Resource Officer program.
- be available to conference with students, parents and faculty members in order to assist them with problems of a law enforcement or crime prevention nature. Confidential information shall not be disclosed except as provided by law or court order.
- make necessary referrals to community agencies offering assistance to students and their families such as: mental health clinics, drug treatment centers, etc.
- assist the school principal and staff in developing plans and strategies to prevent and manage potentially dangerous situations.
- adhere to Oxford Police Department policy with respect to any and all formal police activities.
- assist with lunchroom duties or hall monitoring duties when there is a pattern of crime in an area or when requested by a school principal or assistant principal.
- provide assistance and police protection at school-related events and extracurricular activities.
- conduct student safety and security assessments when deemed necessary and forward the findings to the school principal, the District's Superintendent, and the Chief of Police for corrective actions.
- Assist in day-to-day operations to ensure safe and orderly schools, provided, however that School Resource Officers shall have no authority, duty, or responsibility to enforce the District's disciplinary policies except to the extent a disciplinary infraction separately warrants law enforcement actions.

B. Lead School Resource Officer Duties (Sergeant)

The Lead School Resource Officer shall have the same duties as a School Resource Officer, as well as the following duties:

- The Lead School Resource Officer is responsible for the immediate supervision, scheduling, and training of all School Resource Officers.
- The Lead School Resource Officer shall assist School Resource Officer; G.R.E.A.T. Officers, night security officers, and School Safety Officers as needed.
- The Lead School Resource Officer shall promptly notify affected school principals of any changes to the School Resource Officer schedule.
- The Lead School Resource Officer shall maintain an Incident Log and provide monthly reports to the District's Superintendent and the Chief of Police or his designee.
- The Lead School Resource Officer shall approve School Resource Officer reports and monitor all School Resource Officer activity to ensure compliance with all Oxford Police Department policies.
- The Lead School Resource Officer shall serve as liaison to the District. All complaints or problems with a School Resource Officer shall first be brought to the attention of the Lead School Resource Officer through the principal of a District school or the Superintendent or their designee.
- The Lead School Resource Officer shall maintain detailed and accurate records of the operations of the School Resource Officer Program and shall submit any other reports as required by District Staff.
- The Lead School Resource Officer shall notify only the School Superintendent or his/her designee anytime the schools are placed in either a hard or soft lock-down for security purposes.
- The Lead School Resource Officer shall serve as the District's school safety coordinator and shall be responsible for security threat assessment training and active shooter drills as required by law. The District understands and agrees the Lead School Resource Officer may use other available City of Oxford personnel and resources to help fulfill these responsibilities, including but not limited to Emergency Management personnel.

C. Assistant Lead School Resource Officer Duties (Corporal)

The Assistant Lead School Resource Officer shall have the same duties as a School Resource Officer, as well as the following duties:

- Assist the Lead Resource Officer with the duties listed in Section B above;

- Assume all duties and responsibilities of the Lead School Resource Officer in their absence.

D. District Responsibilities

The District shall:

- Provide each full-time School Resource Officer with:
  - Access to a heated and air-conditioned private office that is properly lighted and contains a telephone which may be used for general business purposes.
  - A desk with drawers, a chair, a lockable file cabinet, office supplies, computer and computer supplies when needed.
  - A school radio.
- Pay SRO Conference (MS Association of School Resource Officers, MASRO) fees, to include registration and hotel.
- Have full responsibility of notifying the general public or parents of any school security measures such as a lock-down.

SECTION VII. GENERAL PROVISIONS

A. Extension and Amendment

This Agreement shall terminate at the end of the 2025-2026 school year unless the Parties both agree to extend it. The Parties may terminate or amend this Agreement earlier, but only with approval of the governing authorities of both Parties. Any amendments must be approved by the Attorney General of the State of Mississippi.

B. Approval

The District and the City have each approved the entering into of this Agreement by resolution entered on the minutes of the governing authorities.

C. Laws in Effect.

Upon approval of this Agreement by the Attorney General of the State of Mississippi, the City and District will be authorized to implement this Agreement; provided, however, all laws in regard to purchases, auditing, depositories and expenditures in general which limit the authority of the City and District shall continue to apply.

D. Rights in Effect

Nothing in this Agreement shall be construed to abridge any of the rights, privileges, and immunities enjoyed by the governmental entities and public officials which are parties hereto.

E. Severance

If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

F. Entire Agreement

The agreements set forth herein constitute the entire agreement by and between the District and City.

G. Applicable Law

This Agreement is governed by Mississippi law.

H. Organization

This Agreement creates no new board, agency or entity of any kind.

I. Joint property

This agreement creates no joint property not existing before its execution.

J. Liability

Each Party to this Agreement shall assume responsibility for any acts of negligence

which may be attributed to it or its employees or agents, but only to the extent contemplated by MISS. CODE ANN. §§ 11-46-1 *et seq.* of the Mississippi Code of 1972, Annotated, as amended; the Mississippi Tort Claims Act, and any other applicable federal, state, or local laws or regulations. Nothing in this Agreement shall be construed as an obligation by either party to indemnify the other that would not be authorized under applicable law.

WITNESS THE SIGNATURES of the proper officers of each of the Parties on the dates herein indicated.

OXFORD SCHOOL DISTRICT

_____

By: BRADLEY ROBERSON, SUPERINTENDENT

Date: _____

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

Personally, appeared before me, the undersigned authority in and for the jurisdiction aforesaid, BRADLEY ROBERSON, who, being first duly sworn, states under oath that he is the Superintendent of Education of the OXFORD SCHOOL DISTRICT, who acknowledged before me that he signed, sealed and delivered the foregoing INTERLOCAL AGREEMENT for and on behalf of the OXFORD SCHOOL DISTRICT after being first authorized to do so.
GIVEN under my hand and official seal of office on this the ___ day of _____, 2025.

_____
Notary Public

My Commission Expires: _____

CITY OF OXFORD, MISSISSIPPI

_____

By: ROBYN TANNEHILL, MAYOR

Date:_____

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

Personally, appeared before me, the undersigned authority in and for the jurisdiction aforesaid, ROBYN TANNEHILL, who, being first duly sworn, states under oath that she is the Mayor of the City of Oxford, Mississippi, and who acknowledged before me that she signed, sealed and delivered the foregoing INTERLOCAL AGREEMENT for and on behalf of the CITY OF OXFORD, MISSISSIPPI, after being first authorized to do so.

GIVEN under my hand and official seal of office on this the ___ day of _____, 2025.

_____

Notary Public

My Commission Expires _____

OXFORD
PLANNING
DEPARTMENT
Memorandum

To:	Mayor and Board of Aldermen
From:	Benjamin Requet, AICP; Director of Planning
Date:	May 6, 2025
Re:	Consider a request for a revocable license for a balcony at Rafter's located at 1002 Jackson Avenue

In November 2024, Clay Scruggs (on behalf of Rafter's) appealed the Courthouse Square Historic Preservation Commission's denial of Case #464 involving a request to add a balcony to the front façade of Rafter's along Jackson Avenue. The CSHPC's decision was upheld by the Mayor and Board of Aldermen. Since that time, Mr. Scruggs has developed an alternative concept involving a balcony along the South 10th Street façade of Rafter's. During this process, Mr. Scruggs has consulted several departments to ensure that the concept is viable.

According to Mr. Scrugg's submittal, the proposal will:

- Add 2 additional potential entrances to the space
- Add 2 additional exits to the space
- Creates 2 additional emergency egress exits
- Allows for an estimated 150-250 additional patrons inside/outside the space
- Exit/entry stairs will be on the outside of the patio to allow normal foot traffic underneath
- Creates an exterior area for patrons to enjoy in favorable weather
- Creates new energy and environment in a currently unactivated street (city string lights can attach to the balcony)

In addition to the proposed balcony, the proposal provides an additional exhibit indicating an expanded sidewalk along 10th Street that could be extended from Jackson Avenue to Van Buren. The proposal also indicates the option to install bollards in the South 10th Street Alley allowing for the alley to be closed during busy times. These are proposals that the Board shall consider in addition to the request for the balcony.

This proposal has not been considered by the Courthouse Square HPC. If it is supported by the Mayor and Board, the design will require an approved Certificate of Appropriateness. Also, any infrastructure expense relocations required as a result of this proposal will be at the cost to the developer and shall require coordination and approval from City of Oxford Engineering and Utilities Departments prior to the commencement of any work. Finally, this is the first request to install a balcony since the establishment of the outdoor dining leasing policy. The Mayor and Board shall consider leasing the space in a similar fashion as the existing outdoor dining spaces.

Subject:	Rafters/10th St Balcony
Date:	Friday, April 25, 2025 at 1:12:31 PM Central Daylight Time
From:	Clay Scruggs
To:	Robyn Tannehill, Rick Addy, Mark Huelse, Brian Hyneman, Kesha Howell Atkinson, Preston Taylor, Jason Bailey, Mary Martha Crowe
CC:	Ben Requet, Kate Kenwright
Attachments:	RAFTER'S BALCONY 2.pdf

Dear Honorable Mayor Tannehill and Board of Aldermen,

Please consider the following points and the attached drawings that illustrate the vision of the balcony and alley improvements on the 10th street side of my building at 1002 Jackson Avenue (Rafters).

- Adds 2 additional potential entrances to the space
- Adds 2 additional exits to the space
- Creates 2 additional emergency egress exits
- Allows for an estimated 150-250 additional patrons inside/outside the space
- Exit/entry stairs will be on the outside of the patio to allow normal foot traffic underneath
- Creates an exterior area for patrons to enjoy in favorable weather
- Creates new energy and environment in a currently unactivated street (city string lights can attach to the balcony)

The overall vision here is to give better business opportunity for my business and the overall experience of my guests. The balcony alone will create a very attractive area for guests to gather and enjoy the outside. In addition to the balcony, I will improve the sidewalks (all new) under this balcony and include additional lighting for pedestrian traffic that currently uses the alley (for the most part). The new sidewalk will allow pedestrians to be in a safe walkable area when traversing through 10th street any time of the day or night. I have met with the Fire Marshall, the City engineering team (very positive about coordinating utilities), as well as the Planning Department. I am confident for this to be great team project to be very excited about for City/Local business Owner cooperation.

Some additional options that I am in favor of considering during this construction improvement process:

- Carry the sidewalk from Jackson Ave down to Van Buren (this will create new and larger sidewalks for true pedestrian walking traffic)
- Close the alley during busy times, similar to the 11th Street alley with a removable bollard type system

In summary, I sincerely appreciate your consideration for this exciting improvement to my building and the City pedestrian sidewalks. I am extremely thankful for each of you and the importance of your roles and decision making for businesses and the citizens of our great community.

As always, please let me know if you have any questions and I will be glad to help explain any concerns.

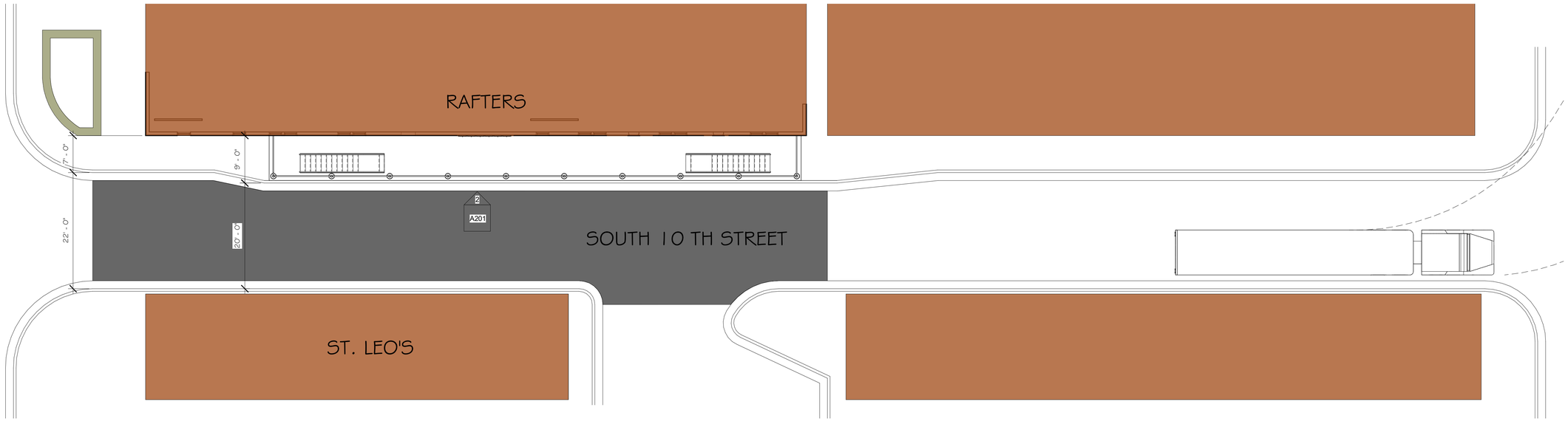
Please reach out to me directly should you need anything immediately, my mobile number is (662)715-0101.

Once again, thank so much for the consideration and the opportunity to make this happen.

Sincerely,

Sent via Superhuman

2 BALCONY ELEVATION OPTION 1
3/16" = 1'-0"



1 PORCH OPTION 1
1" = 10'-0"

SOZO ARCHITECTURE STUDIO
MICHAEL GREY JONES, AIA, LEED AP BD+C
76 TUSCAN HILLS DRIVE
OXFORD, MISSISSIPPI 38655

THIS DRAWING IS THE PROPERTY OF SOZO ARCHITECTURE, PLLC AND IS NOT TO BE REPRODUCED IN WHOLE OR IN PART. IT IS NOT TO BE USED ON ANY OTHER PROJECT AND SHALL BE RETURNED UPON REQUEST. COPYRIGHT AS DATED SOZO ARCHITECTURE, PLLC.

NOT VALID UNLESS SIGNED AND SEALED

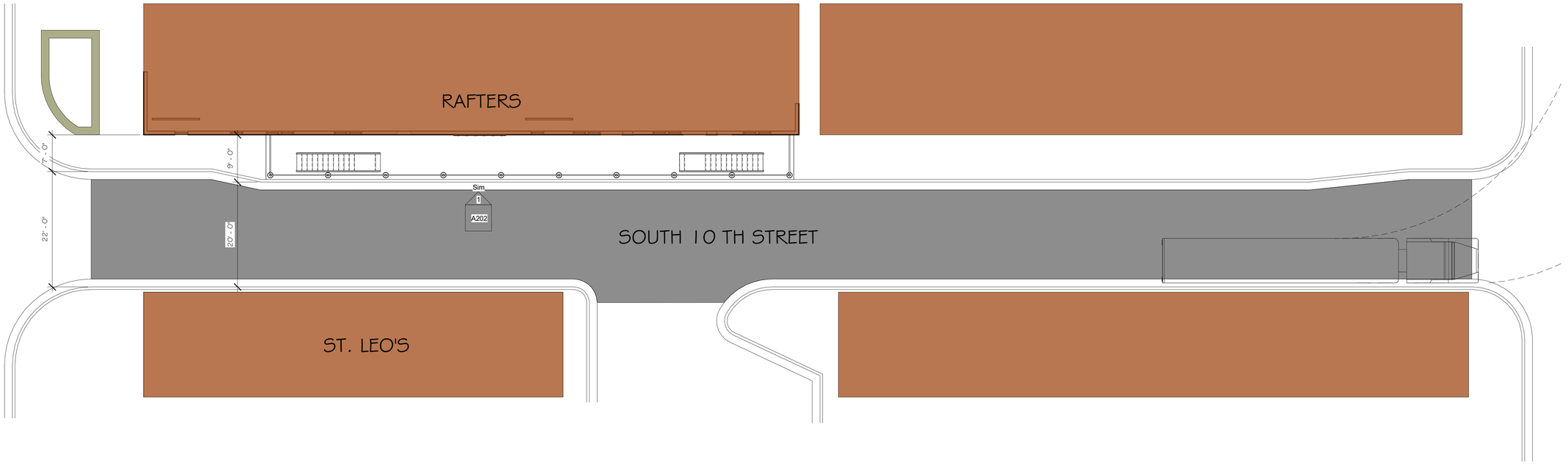
REVISIONS

RAFTER'S BALCONY
SOUTH 10TH STREET
OXFORD, MS

NUMBER: 24017
DATE: APRIL 20, 2025
DRAWN: PMJ
CHECKED: MGJ

A201

1 BALCONY ELEVATION OPTION 2
3/16" = 1'-0"



2 PORCH OPTION 2
1" = 10'-0"

SOZO ARCHITECTURE STUDIO
MICHAEL GREY JONES, AIA, LEED AP BD+C
76 TUSCAN HILLS DRIVE
OXFORD, MISSISSIPPI 38655

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NOT VALID UNLESS SIGNED AND SEALED

Michael Grey Jones
2627
Tupelo, MS

REVISIONS

RAFTER'S BALCONY
SOUTH 10TH STREET
OXFORD, MS

NUMBER: 24017
DATE: APRIL 20, 2025
DRAWN: PMJ
CHECKED: MGJ

A202

OXFORD
PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Alderman
From: Robert Baxter; Senior Planner
Date: May 5, 2025
RE: Request approval of a Preliminary and Final Plat for Case #3204, 'The Lamar Phase 1, Lot 1', for property located at 1305 Main Street (PPIN #41130)

The subject property is +/- 2.208 acres at the intersection of North Lamar and Main Street in the Lamar TND. The applicant is requesting a single-lot subdivision to coincide with the site plan for Phase 1A of the Lamar, a development of 4 mixed use buildings. The proposed lot complies with the dimensional requirements of the TND. Covenants are required prior to the recording of the plat.

Engineering provided comments related to Water & Sewer and Stormwater Management.

This case was approved on the consent agenda by the Planning Commission at the May 2025 meeting with the 3 conditions listed in the Staff report.

Recommendation: Staff and the Planning Commission recommend approval of the requested Preliminary and Final Plat for 'The Lamar Phase 1, Lot 1' with the following conditions:

1. Approval is for the plan as submitted subject to any necessary technical revisions per the Site Plan Review Committee.

2. Approval of the Preliminary and Final Plat for 'The Lamar Phase 1, Lot 1' by the Mayor and Board of Aldermen.

3. Prior to this case being heard by the Mayor and Board of Aldermen, draft covenants shall be provided to Staff for review.

OXFORD
PLANNING
DEPARTMENT

Case 3204

To: Oxford Planning Commission
From: Robert Baxter, AICP; Senior Planner
Date: April 14, 2025

Applicant: Capstone Development (Mac Monteith)
Owner: Same
Request: Preliminary and Final Plat Approval for 'The Lamar, Phase 1, Lot 1'
Location: 1305 Main Street (PPIN #41130)
Zoning: (TNB) Traditional Neighborhood Business & (NR) Neighborhood Residential

Surrounding Zoning:
South: (TSR) Traditional Suburban Residential
West: (TNB) Traditional Neighborhood Business
North &East: (UCN) Urban Center District

Case History: Case #2211 – The Lamar Ph 1 SPA (2017)
Case #2879 – The Lamar Ph 1 Amended SPA (2022)

Planning Comments: The subject property is +/- 2.208 acres at the intersection of North Lamar and Main Street in the Lamar TND. The applicant is requesting a single-lot subdivision to coincide with the site plan for Phase 1A of the Lamar, a development of 4 mixed use buildings. The proposed lot complies with the dimensional requirements of the TND. Covenants are required prior to the recording of the plat.

Engineering Comments: This phase of the Lamar development is a single lot subdivision located on the west side of North Lamar immediately north of the Shivers Towing property. It includes approximately 2.3 acres and a portion of a private street (Main Street).

<u>Water and Sewer</u>
Water mains within the development will be publicly owned and maintained by the City of Oxford. Easements to that affect are shown on the plat.

Sewer facilities within the project will be privately owned and maintained via existing connections to existing city infrastructure.

Stormwater Management

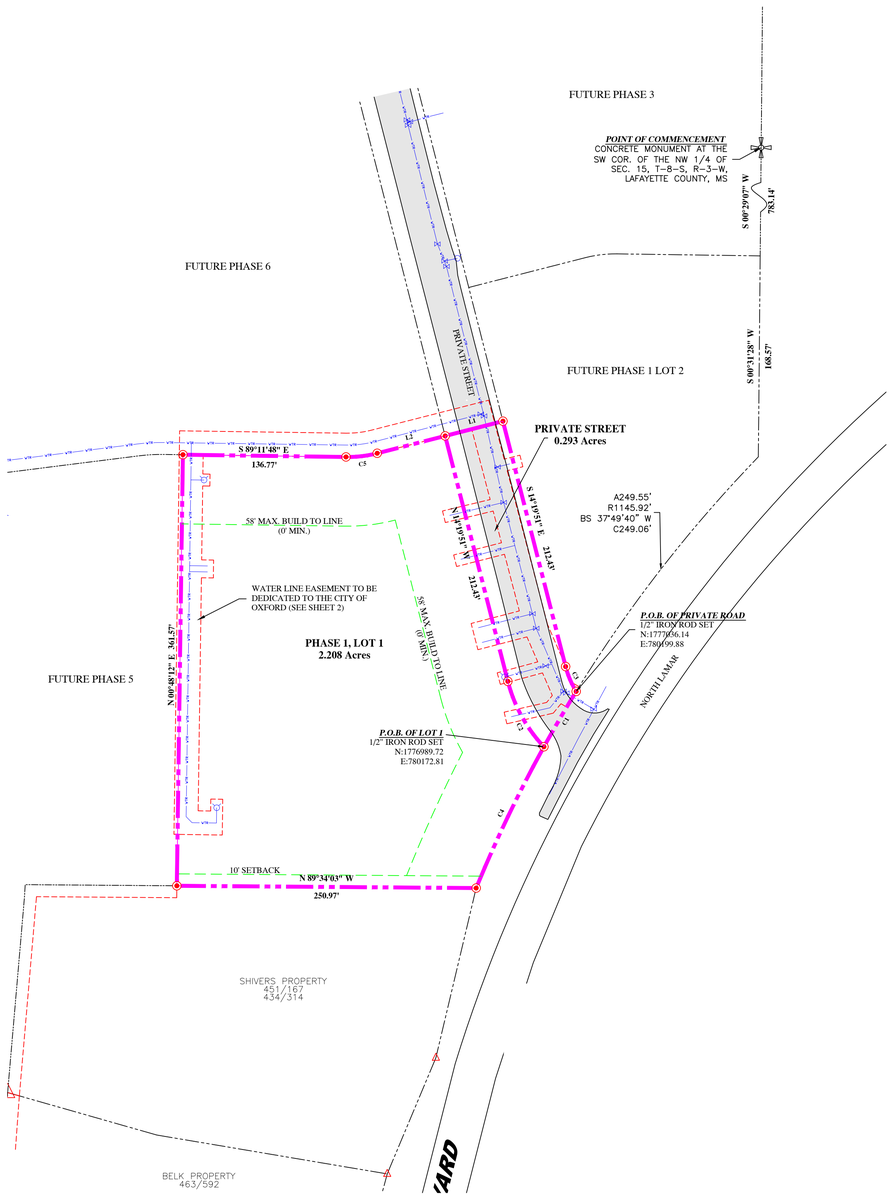
Storm water runoff from this development is conveyed to an existing, and previously approved, stormwater management facility.

Recommendation: Staff recommends approval of the requested Preliminary and Final Plat for 'The Lamar Phase 1, Lot 1' with the following conditions:

1. Approval is for the plan as submitted subject to any necessary technical revisions per the Site Plan Review Committee.

2. Approval of the Preliminary and Final Plat for 'The Lamar Phase 1, Lot 1' by the Mayor and Board of Aldermen.

3. Prior to this case being heard by the Mayor and Board of Aldermen, draft covenants shall be provided to Staff for review.



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1145.92'	53.74'	53.74'	S 30°14'43" W	2°41'13"
C2	125.00'	63.32'	62.65'	N 28°50'37" W	29°01'31"
C3	75.00'	22.72'	22.63'	S 23°00'31" E	17°21'19"
C4	1145.92'	131.46'	131.39'	S 25°36'55" W	6°34'23"
C5	100.00'	26.41'	26.34'	N 83°14'10" E	15°08'03"

LINE	BEARING	DISTANCE
L1	N 75°40'09" E	50.00'
L2	N 75°40'09" E	58.81'

~DESCRIPTION OF PROPERTY~

PRIVATE ROAD:

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI EAST STATE PLANE COORDINATE SYSTEM GRID NORTH AS DETERMINED BY GPS OBSERVATIONS WITH A CONVERGENCE OF (–0° 22' 54") AND A SCALE FACTOR OF 0.999997587 CALCULATED AT THE POINT OF COMMENCEMENT. ALL MAG NAILS THAT WERE SET HAVE WASHERS STAMPED WITH "PEC COA S–190" AND ALL IRON RODS THAT WERE SET HAVE PLASTIC CAPS STAMPED "PEC COA S–190".

A FRACTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 8 SOUTH, RANGE 3 WEST, IN THE CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI AND CONTAINING 0.293 ACRES. SAID PARCEL BEING DESCRIBED IN MORE DETAIL AS FOLLOWS:

COMMENCING AT AN EXISTING CONCRETE MONUMENT COMMONLY ACCEPTED AS BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 8 SOUTH, RANGE 3 WEST, CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI, SAID POINT BEING FURTHER DEFINED BY MISSISSIPPI EAST STATE PLANE COORDINATES OF N: 1,778,184.55 AND E: 780,360.80; RUN THENCE SOUTH 00 DEGREES 29 MINUTES 07 SECONDS WEST A DISTANCE OF 783.14 FEET TO A POINT; THENCE SOUTH 00 DEGREES 31 MINUTES 28 SECONDS WEST A DISTANCE OF 168.57 FEET TO A POINT ON THE WESTERN RIGHT–OF–WAY LINE OF NORTH LAMAR BOULEVARD; THENCE ALONG SAID RIGHT–OF–WAY LINE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 249.55 FEET, A RADIUS OF 1145.92 FEET, A CHORD BEARING OF SOUTH 37 DEGREES 49 MINUTES 40 SECONDS WEST, AND A CHORD LENGTH OF 249.06 FEET TO A 1/2" IRON ROD SET; SAID POINT BEING FURTHER DEFINED BY STATE PLANE COORDINATES OF N:1777036.14 & E:780199.88 AND ALSO BEING THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, RUN THENCE ALONG SAID RIGHT–OF–WAY LINE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 53.74 FEET, A RADIUS OF 1145.92 FEET, A CHORD BEARING OF SOUTH 30 DEGREES 14 MINUTES 43 SECONDS WEST, AND A CHORD LENGTH OF 53.74 FEET TO A 1/2" IRON ROD SET; THENCE WITH A LEAVING SAID RIGHT–OF–WAY LINE, WITH CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 63.32 FEET, A RADIUS OF 125.00 FEET, A CHORD BEARING OF NORTH 28 DEGREES 50 MINUTES 37 SECONDS WEST, AND A CHORD LENGTH OF 62.65 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 14 DEGREES 19 MINUTES 51 SECONDS WEST A DISTANCE OF 212.43 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 75 DEGREES 40 MINUTES 09 SECONDS EAST A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 14 DEGREES 19 MINUTES 51 SECONDS EAST A DISTANCE OF 212.43 FEET TO A 1/2" IRON ROD SET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 22.72 FEET, A RADIUS OF 75.00 FEET, A CHORD BEARING OF SOUTH 23 DEGREES 00 MINUTES 31 SECONDS EAST, AND A CHORD LENGTH OF 22.63 FEET BACK TO THE POINT OF BEGINNING.

LOT 1:

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI EAST STATE PLANE COORDINATE SYSTEM GRID NORTH AS DETERMINED BY GPS OBSERVATIONS WITH A CONVERGENCE OF (–0° 22' 54") AND A SCALE FACTOR OF 0.999997587 CALCULATED AT THE POINT OF COMMENCEMENT. ALL MAG NAILS THAT WERE SET HAVE WASHERS STAMPED WITH "PEC COA S–190" AND ALL IRON RODS THAT WERE SET HAVE PLASTIC CAPS STAMPED "PEC COA S–190".

A FRACTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 8 SOUTH, RANGE 3 WEST, IN THE CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI AND CONTAINING 2.208 ACRES. SAID PARCEL BEING DESCRIBED IN MORE DETAIL AS FOLLOWS:

COMMENCING AT AN EXISTING CONCRETE MONUMENT COMMONLY ACCEPTED AS BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 8 SOUTH, RANGE 3 WEST, CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI, SAID POINT BEING FURTHER DEFINED BY MISSISSIPPI EAST STATE PLANE COORDINATES OF N: 1,778,184.55 AND E: 780,360.80; RUN THENCE SOUTH 00 DEGREES 29 MINUTES 07 SECONDS WEST A DISTANCE OF 783.14 FEET TO A POINT; THENCE SOUTH 00 DEGREES 31 MINUTES 28 SECONDS WEST A DISTANCE OF 168.57 FEET TO A POINT ON THE WESTERN RIGHT–OF–WAY LINE OF NORTH LAMAR BOULEVARD; THENCE ALONG SAID RIGHT–OF–WAY LINE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 303.29 FEET, A RADIUS OF 1145.92 FEET, A CHORD BEARING OF SOUTH 36 DEGREES 29 MINUTES 03 SECONDS WEST, AND A CHORD LENGTH OF 302.41 FEET TO A TO A 1/2" IRON ROD SET; SAID POINT BEING FURTHER DEFINED BY STATE PLANE COORDINATES OF N:1776989.72 & E:780172.81 AND ALSO BEING THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, RUN THENCE ALONG SAID RIGHT–OF–WAY LINE, WITH A CURVE TURNING TO THE LEFT, HAVING AN ARC LENGTH OF 131.46 FEET, A RADIUS OF 1145.92 FEET, A CHORD BEARING OF SOUTH 25 DEGREES 36 MINUTES 55 SECONDS WEST, AND A CHORD LENGTH OF 131.39 FEET TO A 1/2" IRON ROD SET; THENCE LEAVING SAID RIGHT–OF–WAY LINE, RUN NORTH 89 DEGREES 34 MINUTES 03 SECONDS WEST A DISTANCE OF 250.97 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 00 DEGREES 48 MINUTES 12 SECONDS EAST A DISTANCE OF 361.57 FEET TO A MAG NAIL SET; THENCE SOUTH 89 DEGREES 11 MINUTES 48 SECONDS EAST A DISTANCE OF 136.77 FEET TO A MAG NAIL SET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 26.41 FEET, A RADIUS OF 100.00 FEET, A CHORD BEARING OF NORTH 83 DEGREES 14 MINUTES 10 SECONDS EAST, AND A CHORD LENGTH OF 26.34 FEET TO A MAG NAIL SET; THENCE NORTH 75 DEGREES 40 MINUTES 09 SECONDS EAST A DISTANCE OF 58.81 FEET TO A MAG NAIL SET; THENCE SOUTH 14 DEGREES 19 MINUTES 51 SECONDS EAST A DISTANCE OF 212.43 FEET TO A 1/2" IRON ROD SET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 63.32 FEET, A RADIUS OF 125.00 FEET, A CHORD BEARING OF SOUTH 28 DEGREES 50 MINUTES 37 SECONDS EAST, AND A CHORD LENGTH OF 62.65 FEET BACK TO THE POINT OF BEGINNING.

PLAT AND SURVEY NOTES:

1. THIS PROPERTY HAS A LAND USE CLASSIFICATION OF CLASS "B" AS DEFINED IN APPENDIX "A" AND THE BOUNDARY SURVEY MEETS THE MINIMUM QUALITY REQUIREMENTS FOR CONDITION "B" AS DEFINED IN APPENDIX"B" OF THE "MISSISSIPPI STANDARDS OF PRACTICE FOR SURVEYING".
2. ALL BEARINGS ARE BASED ON MISSISSIPPI EAST STATE PLANE COORDINATE SYSTEM GRID NORTH AS DETERMINED BY GPS OBSERVATIONS WITH A CONVERGENCE OF (–0° 22' 54") AND A SCALE FACTOR OF 0.999997587 CALCULATED AT THE POINT OF COMMENCEMENT. HORIZONTAL DATUM BASED ON PUBLISHED CONTROL STATIONS AS FOLLOWS:

DESIGNATION	– MOLLY	DESIGNATION	– FRENCH
PID	– AJ7821	PID	– EG1752
NORTH	– 1,777,871.80	NORTH	– 1,785,757.98
EAST	– 783,111.99	EAST	– 777,547.74
HORZ ORDER	– B	HORZ ORDER	– THIRD

3. DATE OF FIELD SURVEY: JANUARY 2025.
4. THIS SURVEY IS SUBJECT TO ANY EASEMENTS RECORDED OR UNRECORDED, SHOWN OR NOT SHOWN ON THIS PLAT.
5. SETBACKS ARE AS FOLLOWS: FRONT BUILD TO LINE 0' MIN./58' MAX., SIDE 10', REAR 25'.
6. ALL COMMON PROPERTY, INCLUDING THE STORM WATER DETENTION BASIN, SHALL BE MAINTAINED IN PERPETUITY AND CANNOT BE DEVELOPED FOR ANY OTHER USE WHICH WOULD LIMIT OR CAUSE TO LIMIT THE USE OF THE COMMON AREA/DETENTION BASIN. THE COMMON AREA/DETENTION BASIN SHALL BE OWNED AND/OR MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION OF THE DEVELOPMENT AND EACH PROPERTY OWNER SHALL OWN A PROPORTIONATE SHARE OF THE COMMON AREA/DETENTION BASIN AND SHALL BEAR HIS/HER PROPORTIONATE RESPONSIBILITY FOR THE CONTINUED MAINTENANCE IN ACCORDANCE WITH THE CITY OF OXFORD AND LAFAYETTE COUNTY.
7. NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF A 100 YEAR FLOOD PLAIN AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S (FEMA) FLOOD INSURANCE RATE MAP NO. 28071C0144C, EFFECTIVE DATE NOVEMBER 26, 2010 FOR LAFAYETTE COUNTY, MISSISSIPPI, AND INCORPORATED AREAS.
8. ALL MAG NAILS THAT WERE SET HAVE WASHERS STAMPED WITH "PEC COA S–190" AND ALL IRON RODS THAT WERE SET HAVE PLASTIC CAPS STAMPED "PEC COA S–190".

SUBDIVISION NOTES:

A. DECLARANT SHALL BE RESPONSIBLE FOR CONTINUED MAINTENANCE OF ALL COMMON AREAS, INCLUDING THE REGIONAL DETENTION POND, UNTIL SUCH A TIME THE PROPERTY IS TURNED OVER TO THE HOME OWNERS ASSOCIATION, AT THAT TIME THE HOME OWNERS ASSOCIATION SHALL ASSUME RESPONSIBILITY AND MAINTENANCE.

B. THE DETENTION SYSTEM SHALL REMAIN AS PRIVATE PROPERTY, OWNED BY THE ASSOCIATION, MAINTENANCE, REPAIR, AND ALL LIABILITIES ASSOCIATED WITH THE DETENTION SYSTEM SHALL BE THE RESPONSIBILITY OF THE ASSOCIATION AND ITS SUCCESSORS. THE CITY OF OXFORD SHALL HAVE NO RESPONSIBILITY FOR MAINTENANCE, REPAIR, OR LIABILITIES ASSOCIATED WITH THE DETENTION SYSTEM. OWNER/DECLARANT SHALL PROVIDE THAT OBLIGATIONS ASSOCIATED WITH THE REGIONAL DETENTION POND BE TRANSFERRED TO ALL SUCCESSORS AND ASSIGNS OF PROPERTY, AND SHALL ACCEPT RESPONSIBILITY FOR INFORMING SUCH SUCCESSORS AND ASSIGNS OF SAID OBLIGATIONS. THE REGIONAL DETENTION POND SHALL REMAIN IN PLACE AS APPROVED AND AS–BUILT CERTIFIED IN PERPETUITY AND SHALL NOT BE ENCROACHED UPON FOR ANY REASON OR DEVELOPED FOR ANY OTHER USE WHICH WOULD LIMIT OR CAUSE TO LIMIT THE USE OF THE DETENTION SYSTEM.

C. IN THE EVENT THAT THE LAMAR HOMEOWNERS' ASSOCIATION, INC. IS DISSOLVED OR CEASES TO FUNCTION FOR ANY REASON, THE OWNERS OF PHASE 1 OF THE LAMAR SUBDIVISION SHALL BE JOINTLY RESPONSIBLE IN EQUAL SHARES FOR THE OWNERSHIP, MAINTENANCE, REPAIR, AND ALL LIABILITIES ASSOCIATED WITH THE DETENTION SYSTEM, TO THE SAME EXTENT THE LAMAR HOMEOWNERS' ASSOCIATION, INC. WAS SO RESPONSIBLE.

D. THE RETAINING WALLS SHOWN ON THIS PLAT SHALL BE OWNED AND MAINTAINED BY THE LAMAR HOMEOWNERS' ASSOCIATION. THE SIDE AND REAR YARD SETBACKS WITHIN THE VICINITY OF THE WALLS SHALL BE CONSIDERED ACCESS EASEMENTS FOR PURPOSES OF MAINTENANCE AND REPAIR OF THE RETAINING WALLS.

E. THE DUTIES AND RESPONSIBILITIES OF THE ASSOCIATION SHALL BE AS SET FORTH IN ARTICLE II OF THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR THE LAMAR SUBDIVISION.

LEGEND

These standard symbols may be found in the drawing.

- PROPERTY LINES
- ADJOINING PROPERTY LINES
- EASEMENT LINES
- SETBACK LINES
- EDGE OF PAVEMENT
- CENTERLINE OF ROAD
- FENCE LINES
- BUILDING
- 1/2" IRON ROD SET
- EXISTING MONUMENTS
- PROPERTY CORNERS NOT SET
- POWER POLE

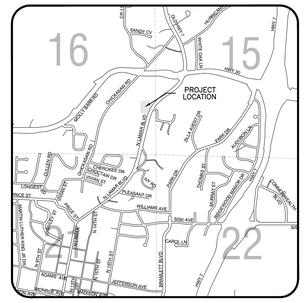
0 60 120 180

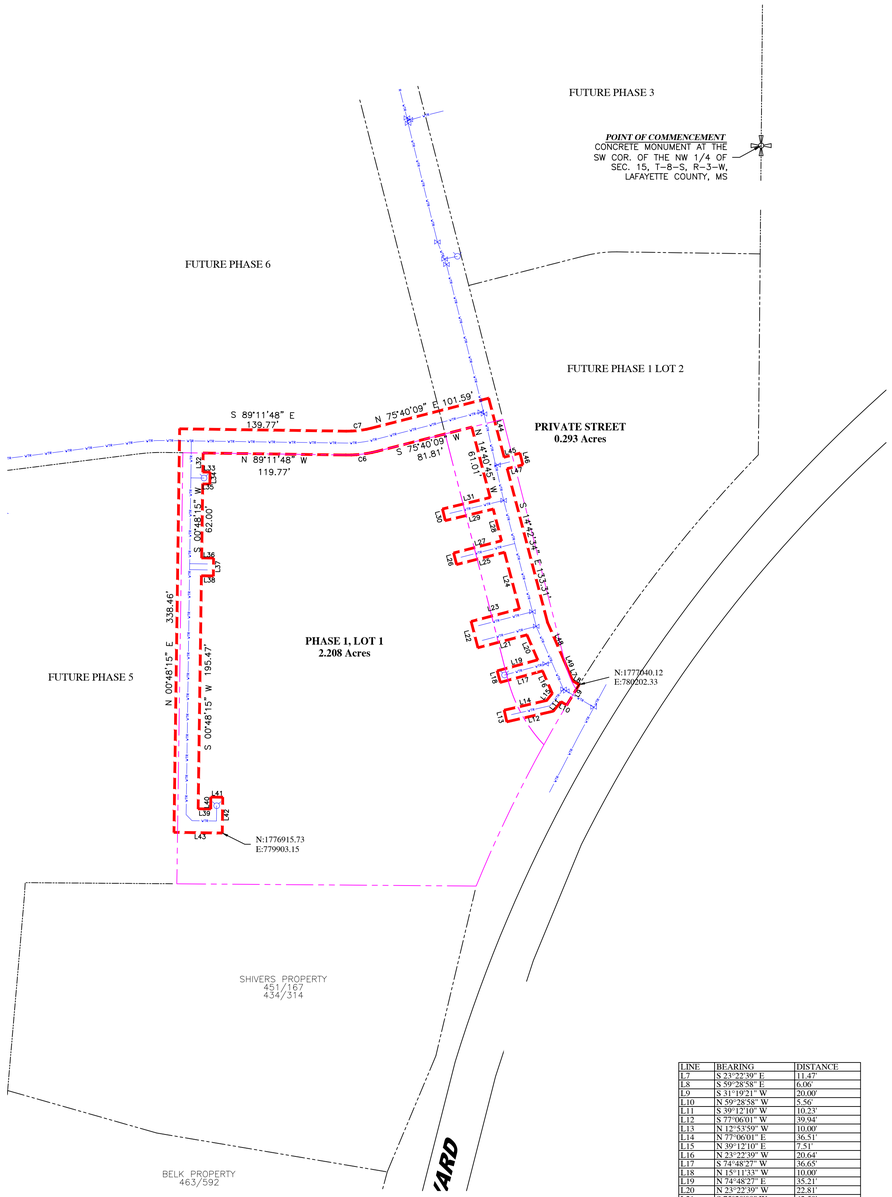
~SURVEYOR'S CERTIFICATE~

I DO HEREBY CERTIFY THAT THIS CONFORMS TO THE MINIMUM REQUIREMENTS AS SET FORTH BY THE STATE BOARD FOR A CLASS "B" SURVEY AND THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF MISSISSIPPI TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

JONATHAN E. ADAMS
MS PS-2879

DATE


16
15
21
22
PROJECT LOCATION
SUGGS RD
SANDY CV
CHICKASAW DR
CHOCTAW DR
TALLAHATCHIE DR
TALLAHATCHIE CV
CHEROKEE DR
CHEROKEE CV
TODD DR
TODD CV
CHICKASAW CV
LONGEST
PRICE ST
CLAYBANK DR
WILLIAMS AVE
SIMMONS AVE
MOLLY
MOLLY CV
FRENCH
FRENCH CV
BARNETT AVE
BARNETT CV
BRITTANY AVE
BRITTANY CV
BRITTANY PL
BRITTANY CT
WEDGEWOOD AVE
WEDGEWOOD CV
WEDGEWOOD PL
WEDGEWOOD CT
WEDGEWOOD DR
WEDGEWOOD LN
WEDGEWOOD CIR



PLAT AND SURVEY NOTES:

1. THIS PROPERTY HAS A LAND USE CLASSIFICATION OF CLASS "B" AS DEFINED IN APPENDIX "A" AND THE BOUNDARY SURVEY MEETS THE MINIMUM QUALITY REQUIREMENTS FOR CONDITION "B" AS DEFINED IN APPENDIX"B" OF THE "MISSISSIPPI STANDARDS OF PRACTICE FOR SURVEYING".
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DESIGNATION	– MOLLY	DESIGNATION	– FRENCH
PID	– AJ7821	PID	– EG1752
NORTH	– 1,777,871.80	NORTH	– 1,785,757.98
EAST	– 783,111.99	EAST	– 777,547.74
HORZ ORDER	– B	HORZ ORDER	– THIRD

3. DATE OF FIELD SURVEY: FEBRUARY 2025.
4. THIS SURVEY IS SUBJECT TO ANY EASEMENTS RECORDED OR UNRECORDED, SHOWN OR NOT SHOWN ON THIS PLAT.
5. SETBACKS ARE AS FOLLOWS: FRONT BUILD TO LINE 0' MIN./58' MAX., SIDE 10', REAR 25'.
6. ALL COMMON PROPERTY, INCLUDING THE STORM WATER DETENTION BASIN, SHALL BE MAINTAINED IN PERPETUITY AND CANNOT BE DEVELOPED FOR ANY OTHER USE WHICH WOULD LIMIT OR CAUSE TO LIMIT THE USE OF THE COMMON AREA/DETENTION BASIN. THE COMMON AREA/DETENTION BASIN SHALL BE OWNED AND/OR MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION OF THE DEVELOPMENT AND EACH PROPERTY OWNER SHALL OWN A PROPORTIONATE SHARE OF THE COMMON AREA/DETENTION BASIN AND SHALL BEAR HIS/HER PROPORTIONATE RESPONSIBILITY FOR THE CONTINUED MAINTENANCE IN ACCORDANCE WITH THE CITY OF OXFORD AND LAFAYETTE COUNTY.
7. NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF A 100 YEAR FLOOD PLAIN AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S (FEMA) FLOOD INSURANCE RATE MAP NO. 28071C0144C, EFFECTIVE DATE NOVEMBER 26, 2010 FOR LAFAYETTE COUNTY, MISSISSIPPI, AND INCORPORATED AREAS.
8. ALL MAG NAILS THAT WERE SET HAVE WASHERS STAMPED WITH "PEC COA S–190" AND ALL IRON RODS THAT WERE SET HAVE PLASTIC CAPS STAMPED "PEC COA S–190".

SUBDIVISION NOTES:

A. DECLARANT SHALL BE RESPONSIBLE FOR CONTINUED MAINTENANCE OF ALL COMMON AREAS, INCLUDING THE REGIONAL DETENTION POND, UNTIL SUCH A TIME THE PROPERTY IS TURNED OVER TO THE HOME OWNERS ASSOCIATION, AT THAT TIME THE HOME OWNERS ASSOCIATION SHALL ASSUME RESPONSIBILITY AND MAINTENANCE.

B. THE DETENTION SYSTEM SHALL REMAIN AS PRIVATE PROPERTY, OWNED BY THE ASSOCIATION, MAINTENANCE, REPAIR, AND ALL LIABILITIES ASSOCIATED WITH THE DETENTION SYSTEM SHALL BE THE RESPONSIBILITY OF THE ASSOCIATION AND ITS SUCCESSORS. THE CITY OF OXFORD SHALL HAVE NO RESPONSIBILITY FOR MAINTENANCE, REPAIR, OR LIABILITIES ASSOCIATED WITH THE DETENTION SYSTEM. OWNER/DECLARANT SHALL PROVIDE THAT OBLIGATIONS ASSOCIATED WITH THE REGIONAL DETENTION POND BE TRANSFERRED TO ALL SUCCESSORS AND ASSIGNS OF PROPERTY, AND SHALL ACCEPT RESPONSIBILITY FOR INFORMING SUCH SUCCESSORS AND ASSIGNS OF SAID OBLIGATIONS. THE REGIONAL DETENTION POND SHALL REMAIN IN PLACE AS APPROVED AND AS–BUILT CERTIFIED IN PERPETUITY AND SHALL NOT BE ENCROACHED UPON FOR ANY REASON OR DEVELOPED FOR ANY OTHER USE WHICH WOULD LIMIT OR CAUSE TO LIMIT THE USE OF THE DETENTION SYSTEM.

C. IN THE EVENT THAT THE LAMAR HOMEOWNERS' ASSOCIATION, INC. IS DISSOLVED OR CEASES TO FUNCTION FOR ANY REASON, THE OWNERS OF PHASE 1 OF THE LAMAR SUBDIVISION SHALL BE JOINTLY RESPONSIBLE IN EQUAL SHARES FOR THE OWNERSHIP, MAINTENANCE, REPAIR, AND ALL LIABILITIES ASSOCIATED WITH THE DETENTION SYSTEM, TO THE SAME EXTENT THE LAMAR HOMEOWNERS' ASSOCIATION, INC. WAS SO RESPONSIBLE.

D. THE RETAINING WALLS SHOWN ON THIS PLAT SHALL BE OWNED AND MAINTAINED BY THE LAMAR HOMEOWNERS' ASSOCIATION. THE SIDE AND REAR YARD SETBACKS WITHIN THE VICINITY OF THE WALLS SHALL BE CONSIDERED ACCESS EASEMENTS FOR PURPOSES OF MAINTENANCE AND REPAIR OF THE RETAINING WALLS.

E. THE DUTIES AND RESPONSIBILITIES OF THE ASSOCIATION SHALL BE AS SET FORTH IN ARTICLE II OF THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR THE LAMAR SUBDIVISION.

LINE	BEARING	DISTANCE
L7	S 23°22'39" E	11.47'
L8	S 59°28'58" E	16.06'
L9	S 31°19'21" W	20.00'
L10	N 59°28'58" W	5.56'
L11	S 39°12'10" W	10.23'
L12	S 77°06'01" W	39.94'
L13	N 12°53'59" W	10.00'
L14	N 77°06'01" E	36.51'
L15	N 39°12'10" E	7.51'
L16	N 23°22'39" W	20.64'
L17	S 74°48'27" W	56.65'
L18	N 15°11'33" W	10.00'
L19	N 74°48'27" E	15.21'
L20	N 23°22'39" W	22.81'
L21	S 75°20'08" W	42.50'
L22	N 14°27'18" W	22.74'
L23	N 75°25'48" E	41.76'
L24	N 14°40'45" W	49.11'
L25	S 75°40'03" W	41.44'
L26	N 14°19'57" W	10.00'
L27	N 75°40'03" E	41.38'
L28	N 14°40'45" W	27.47'
L29	S 76°28'24" W	41.28'
L30	N 13°31'36" W	10.00'
L31	N 76°28'24" E	41.08'
L32	S 00°48'15" W	15.98'
L33	S 89°13'07" E	6.00'
L34	S 00°46'53" W	10.00'
L35	N 89°13'07" W	6.01'
L36	S 89°10'21" E	9.99'
L37	S 00°45'50" W	15.00'
L38	N 89°10'21" W	10.00'
L39	S 89°12'29" E	10.50'
L40	N 00°44'46" E	10.00'
L41	S 89°12'29" E	10.00'
L42	S 00°44'46" W	30.00'
L43	N 89°12'29" W	40.52'
L44	S 14°42'54" E	51.09'
L45	N 75°59'51" E	13.65'
L46	S 14°00'09" E	10.00'
L47	S 75°59'51" W	13.52'
L48	S 23°22'39" E	34.90'
L49	S 23°22'39" E	7.18'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C6	100.00'	26.41'	26.34'	S 83°14'10" W	15°08'03"
C7	80.00'	21.13'	21.07'	N 83°14'10" E	15°08'03"

LEGEND

These standard symbols may be found in the drawing.

- PROPERTY LINES
- ADJOINING PROPERTY LINES
- EASEMENT LINES
- SETBACK LINES
- EDGE OF PAVEMENT
- CENTERLINE OF ROAD
- FENCE LINES
- BUILDING
- 1/2" IRON ROD SET
- EXISTING MONUMENTS
- PROPERTY CORNERS NOT SET
- POWER POLE

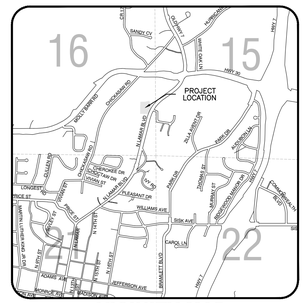
0 60 120 180

~SURVEYOR'S CERTIFICATE~

I DO HEREBY CERTIFY THAT THIS CONFORMS TO THE MINIMUM REQUIREMENTS AS SET FORTH BY THE STATE BOARD FOR A CLASS "B" SURVEY AND THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF MISSISSIPPI TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

JONATHAN E. ADAMS
MS PS-2879

DATE



VICINITY MAP

WATER EASEMENT FOR THE LAMAR PHASE 1, LOT 1

IN THE SE $\frac{1}{4}$ SEC. 16, T-8-S, R-3-W, CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

PEC PRECISION ENGINEERING CORPORATION
CIVIL • CONSULTING • GEO
EST. 1976
LAND SURVEYORS

PHONE: (662) 234-8539
FAX: (662) 234-8639
EMAIL: OXFORD@PECORPMS.COM
WEB SITE: PECORPMS.COM
ADDRESS: 1776 N. LAMAR OXFORD, MS 38655

REVISIONS:

NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:

DRAWN BY: J. ADAMS, PS		DATE: 02/26/2025
CHECKED BY: J. ADAMS, PS		SCALE: 1"=60'
DRAWING NO.: 6608		

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.: 2.0

E:\6608 – Mac Monteith – Chickasaw – Landrum Property – The Lamar\6608.06 – Todd P And Mac M– Survey And Topo\Phase 1\Cad Files\Lamar Phase 1 Lot 1.dwg SAVE:2/26/2025 2:44 PM PLOT:2/26/2025 2:45 PM

~DESCRIPTION OF PROPERTY~

PRIVATE ROAD:

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI EAST STATE PLANE COORDINATE SYSTEM GRID NORTH AS DETERMINED BY GPS OBSERVATIONS WITH A CONVERGENCE OF (–0° 22' 54") AND A SCALE FACTOR OF 0.999997587 CALCULATED AT THE POINT OF COMMENCEMENT. ALL MAG NAILS THAT WERE SET HAVE WASHERS STAMPED WITH "PEC COA S–190" AND ALL IRON RODS THAT WERE SET HAVE PLASTIC CAPS STAMPED "PEC COA S–190".

A FRACTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 8 SOUTH, RANGE 3 WEST, IN THE CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI AND CONTAINING 0.293 ACRES. SAID PARCEL BEING DESCRIBED IN MORE DETAIL AS FOLLOWS:

COMMENCING AT AN EXISTING CONCRETE MONUMENT COMMONLY ACCEPTED AS BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 8 SOUTH, RANGE 3 WEST, CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI, SAID POINT BEING FURTHER DEFINED BY MISSISSIPPI EAST STATE PLANE COORDINATES OF N: 1,778,184.55 AND E: 780,360.80; RUN THENCE SOUTH 00 DEGREES 29 MINUTES 07 SECONDS WEST A DISTANCE OF 783.14 FEET TO A POINT; THENCE SOUTH 00 DEGREES 31 MINUTES 28 SECONDS WEST A DISTANCE OF 168.57 FEET TO A POINT ON THE WESTERN RIGHT–OF–WAY LINE OF NORTH LAMAR BOULEVARD; THENCE ALONG SAID RIGHT–OF–WAY LINE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 249.55 FEET, A RADIUS OF 1145.92 FEET, A CHORD BEARING OF SOUTH 37 DEGREES 49 MINUTES 40 SECONDS WEST, AND A CHORD LENGTH OF 249.06 FEET TO A 1/2" IRON ROD SET; SAID POINT BEING FURTHER DEFINED BY STATE PLANE COORDINATES OF N:1777036.14 & E:780199.88 AND ALSO BEING THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, RUN THENCE ALONG SAID RIGHT–OF–WAY LINE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 53.74 FEET, A RADIUS OF 1145.92 FEET, A CHORD BEARING OF SOUTH 30 DEGREES 14 MINUTES 43 SECONDS WEST, AND A CHORD LENGTH OF 53.74 FEET TO A 1/2" IRON ROD SET; THENCE WITH A LEAVING SAID RIGHT–OF–WAY LINE, WITH CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 63.32 FEET, A RADIUS OF 125.00 FEET, A CHORD BEARING OF NORTH 28 DEGREES 50 MINUTES 37 SECONDS WEST, AND A CHORD LENGTH OF 62.65 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 14 DEGREES 19 MINUTES 51 SECONDS WEST A DISTANCE OF 212.43 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 75 DEGREES 40 MINUTES 09 SECONDS EAST A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 14 DEGREES 19 MINUTES 51 SECONDS EAST A DISTANCE OF 212.43 FEET TO A 1/2" IRON ROD SET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 22.72 FEET, A RADIUS OF 75.00 FEET, A CHORD BEARING OF SOUTH 23 DEGREES 00 MINUTES 31 SECONDS EAST, AND A CHORD LENGTH OF 22.63 FEET BACK TO THE POINT OF BEGINNING.

LOT 1:

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI EAST STATE PLANE COORDINATE SYSTEM GRID NORTH AS DETERMINED BY GPS OBSERVATIONS WITH A CONVERGENCE OF (–0° 22' 54") AND A SCALE FACTOR OF 0.999997587 CALCULATED AT THE POINT OF COMMENCEMENT. ALL MAG NAILS THAT WERE SET HAVE WASHERS STAMPED WITH "PEC COA S–190" AND ALL IRON RODS THAT WERE SET HAVE PLASTIC CAPS STAMPED "PEC COA S–190".

A FRACTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 8 SOUTH, RANGE 3 WEST, IN THE CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI AND CONTAINING 2.208 ACRES. SAID PARCEL BEING DESCRIBED IN MORE DETAIL AS FOLLOWS:

COMMENCING AT AN EXISTING CONCRETE MONUMENT COMMONLY ACCEPTED AS BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 8 SOUTH, RANGE 3 WEST, CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI, SAID POINT BEING FURTHER DEFINED BY MISSISSIPPI EAST STATE PLANE COORDINATES OF N: 1,778,184.55 AND E: 780,360.80; RUN THENCE SOUTH 00 DEGREES 29 MINUTES 07 SECONDS WEST A DISTANCE OF 783.14 FEET TO A POINT; THENCE SOUTH 00 DEGREES 31 MINUTES 28 SECONDS WEST A DISTANCE OF 168.57 FEET TO A POINT ON THE WESTERN RIGHT–OF–WAY LINE OF NORTH LAMAR BOULEVARD; THENCE ALONG SAID RIGHT–OF–WAY LINE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 303.29 FEET, A RADIUS OF 1145.92 FEET, A CHORD BEARING OF SOUTH 36 DEGREES 29 MINUTES 03 SECONDS WEST, AND A CHORD LENGTH OF 302.41 FEET TO A TO A 1/2" IRON ROD SET; SAID POINT BEING FURTHER DEFINED BY STATE PLANE COORDINATES OF N:1776989.72 & E:780172.81 AND ALSO BEING THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, RUN THENCE ALONG SAID RIGHT–OF–WAY LINE, WITH A CURVE TURNING TO THE LEFT, HAVING AN ARC LENGTH OF 131.46 FEET, A RADIUS OF 1145.92 FEET, A CHORD BEARING OF SOUTH 25 DEGREES 36 MINUTES 55 SECONDS WEST, AND A CHORD LENGTH OF 131.39 FEET TO A 1/2" IRON ROD SET; THENCE LEAVING SAID RIGHT–OF–WAY LINE, RUN NORTH 89 DEGREES 34 MINUTES 03 SECONDS WEST A DISTANCE OF 250.97 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 00 DEGREES 48 MINUTES 12 SECONDS EAST A DISTANCE OF 361.57 FEET TO A MAG NAIL SET; THENCE SOUTH 89 DEGREES 11 MINUTES 48 SECONDS EAST A DISTANCE OF 136.77 FEET TO A MAG NAIL SET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 26.41 FEET, A RADIUS OF 100.00 FEET, A CHORD BEARING OF NORTH 83 DEGREES 14 MINUTES 10 SECONDS EAST, AND A CHORD LENGTH OF 26.34 FEET TO A MAG NAIL SET; THENCE NORTH 75 DEGREES 40 MINUTES 09 SECONDS EAST A DISTANCE OF 58.81 FEET TO A MAG NAIL SET; THENCE SOUTH 14 DEGREES 19 MINUTES 51 SECONDS EAST A DISTANCE OF 212.43 FEET TO A 1/2" IRON ROD SET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 63.32 FEET, A RADIUS OF 125.00 FEET, A CHORD BEARING OF SOUTH 28 DEGREES 50 MINUTES 37 SECONDS EAST, AND A CHORD LENGTH OF 62.65 FEET BACK TO THE POINT OF BEGINNING.

ENGINEER'S CERTIFICATE

I CERTIFY THAT THE LAMAR PHASE 1, LOT 1, IS IN CONFORMANCE WITH THE DESIGN REQUIREMENTS OF THE SUBDIVISION REGULATIONS AND SPECIFIC CONDITIONS IMPOSED ON THIS DEVELOPMENT, AND TAKES INTO ACCOUNT ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.

WITNESS MY HAND AND SIGNATURE THIS THE _____ DAY OF _____, 20__.

_____
PAUL KOSHENINA
MISSISSIPPI PE #14912

SURVEYOR'S CERTIFICATE

I CERTIFY THAT THE PLAT FOR THE LAMAR PHASE 1, LOT 1 IN LAFAYETTE COUNTY, MISSISSIPPI, IS A TRUE AND CORRECT REPRESENTATION OF SAID SUBDIVISION AND THAT I SIGNED AND DELIVERED IT AS MY OWN ACT AND DEED.

WITNESS MY HAND AND SIGNATURE THIS THE _____ DAY OF _____, 20__.

_____
JONATHAN E. ADAMS
MISSISSIPPI PS. #2879

RESTRICTIVE COVENANTS

RECORDED IN INSTRUMENT NUMBER_____, OF THE LAND RECORDS IN THE CHANCERY CLERK'S OFFICE OF LAFAYETTE COUNTY, MISSISSIPPI.

CITY OF OXFORD
STATE OF MISSISSIPPI

APPROVED AND RECOMMENDED FOR ACCEPTANCE BY THE CITY OF OXFORD PLANNING COMMISSION, THIS THE _____ DAY OF _____, 20__.

_____
JR RIGBY, CHAIRMAN
CITY OF OXFORD PLANNING COMMISSION

CITY OF OXFORD
COUNTY OF LAFAYETTE
STATE OF MISSISSIPPI

APPROVED AND RECOMMENDED FOR ACCEPTANCE BY THE CITY OF OXFORD, BOARD OF ALDERMEN, THIS THE _____ DAY OF _____, 20__.

_____
ROBYN TANNEHILL
MAYOR, CITY OF OXFORD

CITY ENGINEER'S CERTIFICATE

I CERTIFY THAT UPDRAFT INVESTMENT LLC; AE LAMAR QOZB LLC; AE LAMAR PHASE 1 LLC, HAS COMPLIED WITH ONE OF THE FOLLOWING ALTERNATIVES FOR THE LAMAR PHASE 1, LOT 1:

1. ALL IMPROVEMENTS HAVE BEEN INSTALLED BY THE SUB–DIVIDER IN ACCORDANCE WITH THE REQUIREMENTS OF THESE REGULATIONS AND WITH THE ACTION OF THE BOARD OF ALDERMEN, GIVING APPROVAL OF THE FINAL PLAT, AND ACCEPTING MAINTENANCE OF UTILITIES AND STREETS.
2. A BOND OR CERTIFIED CHECK HAS BEEN POSTED BY THE SUB–DIVIDER WHICH IS AVAILABLE TO THE CITY IN A SUFFICIENT AMOUNT TO ENSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS,

AS OF THIS THE _____ DAY OF _____, 20___.

_____
JOHN CRAWLEY, P.E.
CITY ENGINEER, CITY OF OXFORD

MORTGAGEE'S CERTIFICATE

_____, BEING THE HOLDER OF RECORDED SECURITY INTERESTS IN THE REAL PROPERTY HEREIN DESCRIBED CONSENTS TO THE RECORDATION OF THE LAMAR PHASE 1, LOT 1.

_____
_____, PRESIDENT
BANK OF _____
_____

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, WITHIN MY JURISDICTION, THE WITHIN NAMED_____ WHO ACKNOWLEDGED TO ME THAT HE IS PRESIDENT OF BANK OF _____, AND AS THE ACT AND DEED OF SAID FINANCIAL FEDERAL BANK, HE EXCUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED SO TO DO.

WITNESS MY HAND AND OFFICIAL SEAL THIS THE _____ DAY OF _____, 20___.

_____
NOTARY PUBLIC

OWNERS CERTIFICATE

I, MAC MONTIETH, AS MANAGER OF UPDRAFT INVESTMENTS, LLC,
I, _____, AS _____ OF AE LAMAR QOZB LLC,
I, _____, AS _____ OF AE LAMAR PHASE 1 LLC,
AND AS OWNERS OF THE TRACT OF LAND HEREIN DESCRIBED, CERTIFY THAT WE DID CAUSE SAID LAND TO BE SUBDIVIDED AND PLATTED, AS SHOWN ON THE ATTACHED PLAT, THE LAMAR PHASE 1, LOT 1. THE STREETS ARE TO REMAIN PRIVATELY OWNED. THE STREETS ARE HEREBY DEDICATED TO THE USE BY THE PUBLIC AND/OR PRIVATE UTILITY COMPANIES WHICH SERVE THIS SUBDIVISION, SUBJECT TO THE REGULATIONS OF AND APPROVAL BY THE BOARD OF ALDERMAN OF OXFORD, MISSISSIPPI. UTILITY EASEMENTS ARE ALSO DEDICATED TO THE PUBLIC AND/OR PRIVATE UTILITY COMPANIES WHICH SERVE THIS SUBDIVISION. SUCH SUBDIVISION AND DEDICATION IS THE OWNER'S OWN ACT AND DEED OF THEIR OWN FREE WILL.

WITNESS MY HAND AND SIGNATURE THIS THE _____ DAY OF _____, 20__.

~ACKNOWLEDGEMENT~
~COUNTY OF LAFAYETTE~
~ STATE OF MISSISSIPPI~

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE, OWNER, WHO ACKNOWLEDGED THAT HE/SHE AS OWNER OF LOT X, AND AS ITS ACT AND DEED HE/SHE SIGNED, EXECUTED AND DELIVERED THE ABOVE AND FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, THIS THE _____ OF _____, 20___.

_____ _____
MAC MONTIETH, MANAGER **NOTARY PUBLIC**
UPDRAFT INVESTMENTS, LLC

~ACKNOWLEDGEMENT~
~COUNTY OF LAFAYETTE~
~ STATE OF MISSISSIPPI~

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE, OWNER, WHO ACKNOWLEDGED THAT HE/SHE AS OWNER OF LOT X, AND AS ITS ACT AND DEED HE/SHE SIGNED, EXECUTED AND DELIVERED THE ABOVE AND FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, THIS THE _____ OF _____, 20___.

_____ _____
, MANAGER **NOTARY PUBLIC**
AE LAMAR QOZB LLC

~ACKNOWLEDGEMENT~
~COUNTY OF LAFAYETTE~
~ STATE OF MISSISSIPPI~

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE, OWNER, WHO ACKNOWLEDGED THAT HE/SHE AS OWNER OF LOT X, AND AS ITS ACT AND DEED HE/SHE SIGNED, EXECUTED AND DELIVERED THE ABOVE AND FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, THIS THE _____ OF _____, 20___.

_____ _____
, MANAGER **NOTARY PUBLIC**
AE LAMAR PHASE 1 LLC

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

I, MIKE ROBERTS, CHANCERY CLERK IN AND FOR SAID COUNTY AND STATE, HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK ON THE _____ DAY OF _____, 20___, AND WAS DULY RECORDED IN PLAT CABINET ___, SLIDE ___.

WITNESS MY HAND AND OFFICIAL SEAL THIS THE _____ DAY OF _____, 20___.

_____
MIKE ROBERTS
CHANCERY CLERK

CIVIL • CONSULTING • GEO
PEC
PRECISION ENGINEERING CORPORATION
EST. 1976
LAND SURVEYORS

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

REVISIONS:

NO.	DATE	DESCRIPTION	BY

CERTIFICATE SHEET
FOR
THE LAMAR PHASE 1, LOT 1
(A Traditional Neighborhood Development)

DRAWN BY:	J.A.	DATE:	02/26/2025
CHECKED BY:	J.A.	SCALE:	NA
PROJECT NO.:	6608		

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.:
3

OXFORD
PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Alderman
From: Robert Baxter; Senior Planner
Date: May 5, 2025
RE: Request for Extension of City Utilities that includes a Site Plan Approval for Case #3207, 'North Mississippi Rural Legal Services', for property located at CR 321 (PPIN #10274)

The subject property is a +/- 7.14-acre parcel located just south of the landfill on Pea Ridge Rd. The applicant is requesting to connect to City utilities for a proposed +/- 10,000 sf office building to be the new site of North Mississippi Rural Legal Services. The proposed Site Plan meets LDC requirements for the use and zoning.

Engineering provided comments related to Water & Sewer and Stormwater Management.

This case was approved on the consent agenda by the Planning Commission at the May 2025 meeting with the 6 conditions listed in the Staff report. As of the writing of this report, Staff has yet to receive the required petition for annexation pursuant to condition 3. If this is not received by the time this item is to be heard by the Board, this item will be removed from the agenda.

Recommendation: Staff and the Planning Commission recommend approval of the requested extension of City utilities that includes a Site Plan for 'North Mississippi Rural Legal Services' with the following conditions:

1. Approval is for the plan as submitted, subject to necessary technical revisions per the Site Plan Review Committee.

2. Approval by the Mayor and Board of Aldermen.

3. Prior to the case being heard by the Board, a signed petition for annexation shall be submitted to Staff.

4. Proof of approval of the individual on-site wastewater treatment system by the Mississippi State Department of Health is required before a water meter will be set.

5. Final approval of the stormwater management design.

6. The stormwater management system must be certified before a water meter will be set.

OXFORD
PLANNING
DEPARTMENT

Case 3207

To: Oxford Planning Commission
From: Robert Baxter, AICP; Senior Planner
Date: April 14, 2025

Applicant: North Mississippi Rural Legal Services, LLC (Ben Cole)
Owner: Same
Request: Request for Extension of City Utilities that includes a Site Plan Approval for 'North Mississippi Rural Legal Services'
Location: CR 321 (PPIN #10274)
Zoning: Lafayette County A-1 Rural

Surrounding Zoning:
All: Lafayette County A-1 Rural

Planning Comments: The subject property is a +/- 7.14-acre parcel located just south of the landfill on Pea Ridge Rd. The applicant is requesting to connect to City utilities for a proposed +/- 10,000 sf office building to be the new site of North Mississippi Rural Legal Services.

Use and Parking – Parking for office uses is calculated at 1 space per every 300 sf. In this instance, 33 spaces would be required and up to 42 allowed. The applicant has proposed 41 spaces, 2 of which are accessible.

Other Elements:

- **City/County Zoning** – The property is zoned Lafayette County A-1 Rural, a low-intensity mixed-use type zoning. The City does not have a good corollary in the LDC for this type of zoning, but this project, as proposed, would meet the dimensional requirements of the lower/medium intensity commercial districts (TNB, SCO, and SCN).

- **Landscaping** – The applicant has provided a landscaping package that includes frontage and parking trees, foundation plantings and required screening that is all in compliance with LDC requirements.

- **Building Materials** – The proposed elevations indicate that the primary façade materials would be vertical wood siding and brick veneer with architectural shingled roofing and laminated lumber beams as accents.

Engineering Comments: This project is located on Pea Ridge Road outside of the city limits

Water and Sewer

The City of Oxford owns maintains an existing 8-inch water main along Pea Ridge Road adjacent to this property. This water main has the capacity to serve this development.

Wastewater from the development will be treated by an individual on-site treatment facility approved by the health department.

Stormwater Management

Storm water runoff from this development will be conveyed to a proposed underground chamber system. The system has not yet been approved as of yet, but engineering does not anticipate any issues that would prevent its approval.

Recommendation: Staff recommends approval of the requested extension of City utilities that includes a Site Plan for 'North Mississippi Rural Legal Services' with the following conditions:

1. Approval is for the plan as submitted, subject to necessary technical revisions per the Site Plan Review Committee.

2. Approval by the Mayor and Board of Aldermen.

3. Prior to the case being heard by the Board, a signed petition for annexation shall be submitted to Staff.

4. Proof of approval of the individual on-site wastewater treatment system by the Mississippi State Department of Health is required before a water meter will be set.

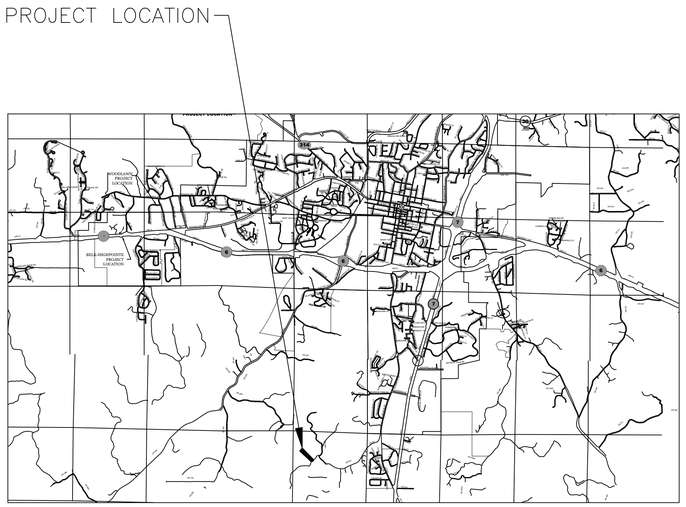
5. Final approval of the stormwater management design.

6. The stormwater management system must be certified before a water meter will be set.

HOWORTH & ASSOCIATES
ARCHITECTS

NORTH MISSISSIPPI
1966
RURAL LEGAL SERVICES

CONSTRUCTION PLANS
FOR
NORTH MISSISSIPPI RURAL LEGAL SERVICES



VICINITY MAP
N.T.S.
OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

INDEX OF SHEETS:

C101	GENERAL NOTES
C102	EXISTING CONDITIONS & AERIAL
C103	EROSION CONTROL PLAN
C104	SITE PLAN
C105	DEMOLITION PLAN
C106	GRADING PLAN
C107	STORM PLAN
C108	WATER UTILITY PLAN
C109	HARDSCAPE PLAN
C110	COMPLETE STREETS
C501	DETAILS
C502	DETAILS
C503	DETAILS
C504	DETAILS
C505	DETAILS
C506	DETAILS
C507	DETAILS
L101	LANDSCAPE - TREE PLANTING PLAN
L102	LANDSCAPE - PLANTING PLAN
L103	LANDSCAPE - DETAILS

OWNER/DEVELOPER:
NORTH MISSISSIPPI RURAL LEGAL SERVICES, LLC
5 CR-1014
OXFORD, MS 38655

CONSULTING ENGINEER:

PRECISION ENGINEERING CORPORATION
1776 NORTH LAMAR BLVD
OXFORD, MS 38655
(662) 234-8539

FEBRUARY 17, 2025
(1st CITY SUBMITTAL)

OWNER/DEVELOPER INFORMATION

OWNER/DEVELOPER:	NORTH MISSISSIPPI RURAL LEGAL SERVICES, LLC
CONTACT PERSON:	BEN COLE (EXECUTIVE DIRECTOR)
CONTACT ADDRESS:	5 CR–1014, OXFORD, MS 38655
CONTACT PHONE:	(662) 234–8731
CONTACT EMAIL:	bcole@nrls.com

SUBJECT PROPERTY INFORMATION

TAX PARCEL ID NO(s).:	183–08–076.00
PPIN:	10278
SUBJECT PROPERTY DEED:	BOOK 427; PAGE 668
CURRENT ZONING DISTRICT:	A–1 RURAL DISTRICT

BUILDING SETBACKS and UTILITY EASEMENTS

BUILDING SETBACKS SHALL BE AS FOLLOWS UNLESS NOTED OTHERWISE ON THE PLAT:

a. FRONT YARD SETBACK LINE – 30 FEET
b. REAR YARD SETBACK LINE – 10 FEET
c. SIDE YARD SETBACK LINE – 10 FEET

UTILITY EASEMENTS:

a. EXISTING EASEMENTS ARE AS SHOWN OR NOTED ON THE PLANS.
b. PROPOSED EASEMENTS ARE AS SHOWN OR NOTED ON THE PLANS.

UTILITY AND EMERGENCY CONTACT INFORMATION

ELECTRIC DEPARTMENT

NORTH EAST MISSISSIPPI ELECTRIC POWER ASSOCIATION (NEMEPA)
10 PR 2050
OXFORD, MS 38655
662–234–6331

CONTACT(s): 662–234–6331
service@northeastpower.org

ENVIRONMENTAL SERVICES (SOLID WASTE)

SOLID WASTE DEPARTMENT
LAFAYETTE COUNTY
P.O. BOX 855
OXFORD, MS 38655

CONTACT(s): JODY HARRIS, SOLID WASTE MANAGER
662–234–1707
jharrison@lafayettecoms.com

ENGINEERING (STREETS, WATER, & SEWER)

ENGINEERING DEPARTMENT
LAFAYETTE COUNTY
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OXFORD, MS 38655

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BUILDING & PLANNING

BUILDING & PLANNING DEPARTMENT
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POLICE DEPARTMENT

LAFAYETTE COUNTY SHERIFFS DEPARTMENT
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OXFORD, MS 38655

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811 Know what's below. Call before you dig.

GENERAL PROJECT NOTES AND CONSTRUCTION SPECIFICATIONS

GENERAL NOTES

1. THE SUBJECT PROPERTY IS LOCATED IN A NORTH FRACTION OF THE SOUTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 9, RANGE 3, LAFAYETTE COUNTY, MISSISSIPPI. THE SUBJECT PROPERTY CONTAINS 7.90 ACRES MORE OR LESS.
2. THE CONTRACTOR SHALL CHECK ALL EXISTING CONDITIONS, (i.e., INVERTS, UTILITY ROUTINGS, UTILITY CROSSINGS, AND DIMENSIONS) IN THE FIELD PRIOR TO COMMENCEMENT OF WORK. REPORT ANY DISCREPANCIES TO THE ENGINEER.
3. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES, TAKE CARE TO PROTECT UTILITIES THAT ARE TO REMAIN. REPAIR ANY DAMAGE ACCORDING TO LOCAL STANDARDS AND AT THE CONTRACTOR'S EXPENSE. COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY. THE CONTRACTOR SHALL CALL MISSISSIPPI ONE CALL (811) 72 HOURS PRIOR TO PROCEEDING WITH ANY EXCAVATION.
4. THE CONTRACTOR SHALL CONFORM TO ALL LOCAL CODES AND RECEIVE APPROVAL WHERE NECESSARY BEFORE CONSTRUCTION.
5. EXISTING PAVEMENT OF PUBLIC ROADWAYS SHALL BE PATCHED IN ACCORDANCE WITH LAFAYETTE COUNTY STANDARDS WHEREVER UTILITY INSTALLATION REQUIRES REMOVAL OF THE EXISTING PAVEMENT. COORDINATE PAVEMENT TRENCHING LOCATIONS WITH CIVIL, PLUMBING AND ELECTRICAL PLANS, WHEN AND IF APPLICABLE.
6. PROVIDE A SMOOTH TRANSITION BETWEEN EXISTING PAVEMENT AND NEW PAVEMENT. SLIGHT FIELD ADJUSTMENT OF FINAL GRADES MAY BE NECESSARY.
7. DIMENSIONS ARE TO FACE OF CURB, UNLESS OTHERWISE NOTED.
8. CONCRETE FOR CURBS AND SIDEWALKS SHALL BE A MINIMUM OF 2500 PSI CONCRETE. WHERE PLANS, DETAILS OR SPECIFICATIONS INDICATE HIGHER COMPRESSIVE STRENGTHS, THE GREATER SHALL BE USED.
9. ANY WORK UNACCEPTABLE TO THE OWNER'S REPRESENTATIVE OR THE ENGINEER SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
10. ACCESSIBLE RAMPS SHALL HAVE A MAXIMUM SLOPE OF 1:12. GRADES WITHIN DESIGNATED ACCESSIBLE SPACES SHALL BE A MAXIMUM OF 2% IN ALL DIRECTIONS. MAXIMUM CROSS–SLOPE FOR SIDEWALKS (INCLUDING DRIVEWAY CROSSINGS) SHALL NOT EXCEED 2%.
11. CURBS SHALL BE PARALLEL TO THE CENTERLINE OF ROADS/DRIVES. THE CURB SHALL BE PLACED ONLY AFTER HAVING ALL BREAK POINTS (PC & PT OR CURVES) LOCATED AT THE FACE OF CURB OR AT A CONSISTENT OFFSET BY A REGISTERED LAND SURVEYOR.
12. THE CONTRACTOR SHALL PAVE IN THE DIRECTION OF TRAFFIC.
13. THE CONTRACTOR WILL BE REQUIRED TO ADJUST GRADES OF INTERSECTING STREETS, ALLEYS, PUBLIC ENTRANCES AND PRIVATE DRIVES AS DIRECTED BY THE ENGINEER.
14. ALL ROADWAY AND SIDEWALK CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS AND SPECIFICATIONS OF LAFAYETTE COUNTY.
15. ALL CONSTRUCTION MATERIALS AND INSTALLATION SHALL CONFORM TO COUNTY AND MDOT REGULATIONS AND SPECIFICATIONS.

DEMOLITION NOTES

1. ALL MATERIALS BEING REMOVED AND NOT RELOCATED UNDER THE NEW CONSTRUCTION, INCLUDING TREES AND SHRUBS, SIGNS, UTILITY STRUCTURES, ARTIFACTS, ETC., SHALL BE FIRST OFFERED TO THE OWNER'S REPRESENTATIVE AND IF NOT ACCEPTED SHALL THEN BE PROPERLY DISPOSED OF BY THE CONTRACTOR.
2. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL CHARTED AND UNCHARTED UTILITIES. TAKE CARE TO PROTECT UTILITIES THAT ARE TO REMAIN. REPAIR ANY DAMAGE ACCORDING TO LOCAL STANDARDS AND AT THE CONTRACTOR'S EXPENSE. COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY.
3. THE CONTRACTOR SHALL VERIFY THE LIMITS OF DEMOLITION WITH THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCEMENT OF WORK.
4. IN AREAS WHERE EXISTING PAVEMENT, WALKS, OR CURBS ARE TO BE REMOVED, SAW CUT TO PROVIDE A CLEAN EDGE. COORDINATE EXTENT OF PAVEMENT DEMOLITION WITH THE LIMIT OF NEW IMPROVEMENTS ON THE SITE LAYOUT PLAN & UTILITY PLAN.
5. CONTRACTOR SHALL COORDINATE PHASING OF THE DEMOLITION WITH THE OWNER'S REPRESENTATIVE AND THE CITY OF OXFORD PRIOR TO BEGINNING WORK. DISRUPTION OF EXISTING UTILITY SERVICES AND TRAFFIC PATTERNS SHALL BE MINIMIZED TO THE EXTENT POSSIBLE AND INITIATED ONLY AFTER APPROVAL BY THE CITY OF OXFORD AND THE UTILITY COMPANIES.
6. CAVITIES LEFT BY STRUCTURE REMOVAL SHALL BE SUITABLY BACKFILLED AND COMPACTED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS.
7. THE CONTRACTOR SHALL USE WATER SPRINKLING AND OTHER SUITABLE METHODS AS NECESSARY TO CONTROL DUST AND DIRT CAUSED BY THE DEMOLITION WORK.
8. THE CONTRACTOR IS RESPONSIBLE FOR ALL DEMOLITION AND REMOVAL NECESSARY TO ACCOMPLISH THE PROPOSED IMPROVEMENT SHOWN ON THESE PLANS.
9. THE CONTRACTOR SHALL PRESERVE AND PROTECT SURVEY CONTROL POINTS AND SHALL BE RESPONSIBLE FOR REPLACEMENT OF ANY DISTURBED CONTROL POINTS.
10. NO UTILITY OR STORM SEWER LINES SHALL BE DEMOLISHED UNTIL THE NEW LINES HAVE BEEN INSTALLED AND ARE PLACED INTO OPERATION.
11. THE CONTRACTOR SHALL INCORPORATE INTO HIS WORK ANY ISOLATION VALVES OR TEMPORARY PLUGS REQUIRED TO CONSTRUCT NEW UTILITY LINES AND DEMOLISH EXISTING UTILITY LINES.

EROSION PREVENTION AND SEDIMENT CONTROL NOTES

1. THE CONSTRUCTION–PHASE EROSION PREVENTION CONTROLS SHALL BE IMPLEMENTED TO MINIMIZE THE DISLODGING AND SUSPENSION OF SOIL IN WATER. SEDIMENT CONTROLS SHALL BE IMPLEMENTED TO RETAIN MOBILIZED SEDIMENT ON SITE.
2. ALL CONTROL MEASURES MUST BE PROPERLY SELECTED, INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS (WHERE APPLICABLE) AND GOOD ENGINEERING PRACTICES. ALL CONTROL MEASURES SELECTED MUST BE ABLE TO SLOW RUNOFF SO THAT RILL AND GULLY FORMATION IS PREVENTED. WHEN STEEP SLOPES AND/OR FINE PARTICLE SOILS ARE PRESENT AT THE SITE, ADDITIONAL PHYSICAL OR CHEMICAL TREATMENT OF STORM WATER RUNOFF MAY BE REQUIRED. IF PERIODIC INSPECTIONS OR OTHER INFORMATION INDICATES A CONTROL HAS BEEN USED INAPPROPRIATELY OR INCORRECTLY, THE CONTRACTOR MUST REPLACE OR MODIFY THE CONTROL FOR RELEVANT SITE SITUATIONS.
3. IF PERMANENT OR TEMPORARY VEGETATION IS TO BE USED AS A CONTROL MEASURE, THEN THE CONTRACTOR SHALL ADHERE TO THE TIMING OF THE PLANTING DISCUSSED IN THE SWPPP. DELAY IN PLANTING COVER VEGETATION UNTIL WINTER MONTHS OR DRY MONTHS SHOULD BE AVOIDED, IF POSSIBLE.
4. IF SEDIMENT ESCAPES THE CONSTRUCTION SITE, OFF–SITE ACCUMULATIONS OF SEDIMENT THAT HAVE NOT REACHED A STREAM MUST BE REMOVED AT A FREQUENCY SUFFICIENT TO MINIMIZE OFFSITE IMPACTS (i.e., FUGITIVE SEDIMENT THAT HAS ESCAPED THE CONSTRUCTION SITE AND HAS COLLECTED IN A STREET MUST BE REMOVED SO THAT IT IS NOT SUBSEQUENTLY WASHED INTO STORM SEWERS AND STREAMS BY THE NEXT RAIN AND/OR SO THAT IT DOES NOT POSE A SAFETY HAZARD TO USERS OF PUBLIC STREETS). THE CONTRACTOR SHALL NOT INITIATE REMEDIATION/RESTORATION OF A STREAM WITHOUT CONSULTING THE MISSISSIPPI DEQ FIRST. THE NPDES STORM WATER CONSTRUCTION PERMIT DOES NOT AUTHORIZE ACCESS TO PRIVATE PROPERTY. ARRANGEMENTS CONCERNING REMOVAL OF SEDIMENT ON ADJOINING PROPERTY MUST BE SETTLED BY THE CONTRACTOR WITH THE ADJOINING LANDOWNER.
5. SEDIMENT SHOULD BE REMOVED FROM SEDIMENT TRAPS, SILT FENCES, SEDIMENTATION PONDS AND OTHER SEDIMENT CONTROLS AS NECESSARY AND MUST BE REMOVED WHEN DESIGN CAPACITY HAS BEEN REDUCED BY 50%.
6. LITTER, CONSTRUCTION DEBRIS AND CONSTRUCTION CHEMICALS EXPOSED TO STORM WATER SHALL BE PICKED UP PRIOR TO ANTICIPATED STORM EVENTS OR BEFORE BEING CARRIED OFF OF THE SITE BY WIND (E.G. FORECASTED BY LOCAL WEATHER REPORTS), OR OTHERWISE PREVENTED FROM BECOMING A POLLUTANT SOURCE FOR STORM WATER DISCHARGES (i.e., SCREENING OUTFALLS, DAILY PICK–UP, ETC.) AFTER USE, MATERIALS USED FOR EROSION PREVENTION AND SEDIMENT CONTROL SHOULD BE REMOVED OR OTHERWISE PREVENTED FROM BECOMING A POLLUTANT SOURCE FOR STORM WATER DISCHARGES.
7. OFFSITE ERODIBLE MATERIAL STORAGE AREAS (ALSO INCLUDING OVERBURDEN AND STOCKPILES OF DIRT, ETC.) ARE CONSIDERED A PART OF THE PROJECT AND SHALL ADHERE TO THE PROVISIONS OF THE SWPPP.
8. PRE–CONSTRUCTION VEGETATIVE GROUND COVER SHALL NOT BE DESTROYED, REMOVED OR DISTURBED MORE THAN 10 DAYS PRIOR TO GRADING OR EARTH MOVING UNLESS THE AREA IS SEEDED AND/OR MULCHED OR OTHER TEMPORARY COVER IS INSTALLED.
9. CLEARING AND GRUBBING MUST BE HELD TO THE MINIMUM NECESSARY FOR GRADING AND EQUIPMENT OPERATION.
10. CONSTRUCTION MUST BE SEQUENCED TO MINIMIZE THE EXPOSURE TIME OF GRADED OR DENUDED AREAS.
11. EROSION PREVENTION AND SEDIMENT CONTROL MEASURES MUST BE IN PLACE AND FUNCTIONAL BEFORE EARTH MOVING OPERATIONS BEGIN AND MUST BE CONSTRUCTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. TEMPORARY MEASURES MAY BE REMOVED AT THE BEGINNING OF THE WORKDAY BUT MUST BE REPLACED AT THE END OF WORKDAY.
12. THE CONTRACTOR SHALL MAINTAIN A RAIN GAUGE AND DAILY RAINFALL RECORDS AT THE SITE OR USE A REFERENCE SITE FOR A RECORD OF DAILY AMOUNT OF PRECIPITATION.

SITE GRADING NOTES

1. THE SUBJECT PROPERTY CONTAINS APPROXIMATELY 1.51 ACRES. THE DISTURBED AREA FOR THIS PROJECT IS LIMITED TO ABOUT 4.73% OF THE GROSS AREA.
2. THIS PROPERTY IS LOCATED IN ZONE "X" (AREA OF MINIMAL FLOOD HAZARD), ACCORDING TO NFIP FLOOD INSURANCE RATE MAP NUMBER 28071C0270C, LAFAYETTE COUNTY, MISSISSIPPI, HAVING AN EFFECTIVE DATE OF NOVEMBER 26, 2010.
3. CONSTRUCT SILT BARRIERS BEFORE GRADING OPERATIONS.
4. MULCH AND SEED ALL DISTURBED AREAS AS SOON AS POSSIBLE AFTER FINAL GRADING IS COMPLETED, UNLESS OTHERWISE INDICATED. CONTRACTOR SHALL TAKE WHATEVER MEANS NECESSARY TO ESTABLISH PERMANENT SOIL STABILIZATION.
5. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES. TAKE CARE TO PROTECT UTILITIES THAT ARE TO REMAIN. DAMAGE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE REPAIRED IN ACCORDANCE WITH LOCAL STANDARDS AND SHALL BE DONE AT THE CONTRACTOR'S EXPENSE. COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY.
6. PROVIDE TEMPORARY CONSTRUCTION ACCESSES AT THE POINTS WHERE CONSTRUCTION VEHICLES EXIT THE CONSTRUCTION AREA. MAINTAIN PUBLIC ROADWAYS FREE OF TRACKED MUD AND DIRT.
7. THE CONTRACTOR SHALL CHECK ALL EXISTING GRADES AND DIMENSIONS IN THE FIELD PRIOR TO BEGINNING WORK AND REPORT ANY DISCREPANCIES TO THE ENGINEER.
8. THE CONTRACTOR SHALL ADJUST THE CASTINGS OF ALL NEW AND EXISTING STRUCTURES TO MATCH PROPOSED FINISH GRADES.
9. THE CONTRACTOR SHALL COMPLY WITH ALL PERTINENT PROVISIONS OF THE MANUAL OF ACCIDENT PREVENTION AND CONSTRUCTION ISSED BY AGC OF AMERICA, INC. AND THE SAFETY AND HEALTH REGULATIONS OF CONSTRUCTION ISSUED BY THE U.S. DEPARTMENT OF LABOR.
10. PROPOSED CONTOUR LINES AND SPOT ELEVATIONS ARE THE RESULT OF AN ENGINEERED GRADING DESIGN AND REFLECT A PLANNED INTENT WITH REGARD TO DRAINAGE AND MOVEMENT OF MATERIALS. SHOULD THE CONTRACTOR HAVE ANY QUESTION OF THE INTENT OR ANY PROBLEM WITH THE CONTINUITY OF GRADES, THE ENGINEER SHALL BE CONTACTED IMMEDIATELY.
11. ALL CUT AND FILL SLOPES SHALL BE 3 HORIZONTAL TO 1 VERTICAL OR FLATTER UNLESS OTHERWISE INDICATED ON THE PLANS.
12. MINIMUM GRADE ON ASPHALT PAVING SHALL BE 1.0% AND 0.50% FOR CONCRETE SURFACES UNLESS OTHERWISE NOTED. THE MAXIMUM GRADES WITHIN ACCESSIBLE SPACES SHALL BE 2% IN ANY DIRECTION.
13. CONTRACTOR SHALL CONFORM TO ALL APPLICABLE CODES AND OBTAIN APPROVAL AS NECESSARY BEFORE BEGINNING CONSTRUCTION.
14. ALL EARTHWORK, INCLUDING THE EXCAVATED SUBGRADE AND EACH LAYER OF FILL, SHALL BE MONITORED AND APPROVED BY A QUALIFIED GEOTECHNICAL ENGINEER, OR HIS REPRESENTATIVE.
15. IF ANY SPRINGS OR UNDERGROUND STREAMS ARE EXPOSED DURING CONSTRUCTION PERMANENT FRENCH DRAINS MAY BE REQUIRED. THE DRAINS SHALL BE SPECIFIED AND LOCATED DURING CONSTRUCTION AS REQUIRED BY THE CONDITIONS WHICH ARE ENCOUNTERED, AND SHALL BE APPROVED BY THE ENGINEER.
16. THIS GRADING & DRAINAGE PLAN IN NOT A DETERMINATION OR GUARANTEE OF THE SUITABILITY OF THE SUBSURFACE CONDITIONS FOR THE WORK INDICATED. DETERMINATION OF THE SUBSURFACE CONDITIONS FOR THE WORK INDICATED IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.
17. THE CONTRACTOR SHALL TAKE SPECIAL CARE TO COMPACT FILL SUFFICIENTLY AROUND AND OVER ALL PIPES, STRUCTURES, VALVE STEMS, ETC. INSIDE THE PROPOSED PAVED AREAS TO AVOID SETTLEMENT. ANY SETTLEMENT DURING THE WARRANTY PERIOD SHALL BE RESTORED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
18. IN NO CASE SHALL SLOPE, HEIGHT, SLOPE INCLINATION, OR EXCAVATION DEPTH, INCLUDING TRENCH CONSTRUCTION, EXCEED THOSE SPECIFIED IN LOCAL, STATE AND FEDERAL REGULATIONS. SPECIFICALLY THE CURRENT OSHA HEALTH AND SAFETY STANDARDS FOR EXCAVATIONS (29 CRF PART 1926) SHALL BE FOLLOWED.
19. DO NOT DISTURB VEGETATION OR REMOVE TREES EXCEPT WHEN NECESSARY FOR GRADING PURPOSES.
20. STRIP TOPSOIL FROM ALL CUT AND FILL AREAS AND STOCKPILE. UPON COMPLETION OF GENERAL GRADING, COVER ALL DISTURBED AREAS TO A MINIMUM DEPTH OF 6 INCHES. CONTRACTOR SHALL SUPPLY ADDITIONAL TOP SOIL IF SUFFICIENT QUANTITIES DO NOT EXIST ONSITE.
21. TOP OF GRATE ELEVATIONS AND LOCATION OR COORDINATES FOR DRAINAGE STRUCTURES SHALL BE AS SHOWN ON THE PLANS, UNLESS NOTED OTHERWISE. THE GRATES SHALL SLOPE LONGITUDINALLY WITH THE PAVEMENT GRADES.
22. ALL DRAINAGE CONSTRUCTION MATERIALS AND INSTALLATION SHALL CONFORM TO THE REQUIREMENTS AND SPECIFICATIONS OF THE CITY OF OXFORD.
23. POSITIVE DRAINAGE SHALL BE ESTABLISHED AS THE FIRST ORDER OF WORK AND SHALL BE MAINTAINED AT ALL TIMES DURING AND AFTER CONSTRUCTION. SOIL SOFTENED BY PERCHED WATER IN FOUNDATION OR PAVEMENT AREAS MUST BE UNDERCUT AND REPLACED WITH SUITABLE FILL MATERIALS APPROVED BY THE GEOTECHNICAL ENGINEER. GROUNDWATER INFILTRATIONS INTO EXCAVATIONS SHALL BE EXPECTED, AND THE WATER SHALL BE REMOVED USING GRAVITY DRAINAGE OR PUMPING.
24. FILL SLOPES 3:1 AND GREATER SHALL BE PLACED AND COMPACTED 5' BEYOND PROPOSED LIMITS AND THEN EXCAVATED BACK TO THE PROPOSED LOCATION.
25. THE CONTRACTOR SHALL PROVIDE AN AS–BUILT SURVEY STAMPED BY A LICENSED SURVEYOR IN THE SAME STATE OF THE PROJECT OF ALL PUBLIC STORM SYSTEMS AND ONSITE DETENTION PONDS AND WATER QUALITY MEASURES VERIFYING COMPLIANCE WITH DESIGN DOCUMENTS.
26. ALL FILL MATERIAL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT. THIS MATERIAL SHALL BE PLACED IN LIFTS DIRECTED BY THE GEOTECHNICAL ENGINEER AND COMPACTED AS SPECIFIED BY THE GEOTECHNICAL ENGINEER.
27. THE LOCATION OF ALL DIVERSION SWALES AND DITCHES SHALL BE FIELD ADJUSTED TO AVOID TREES AS POSSIBLE. THE CONTRACTOR SHALL WALK THE ALIGNMENT OF THESE SWALES AND DITCHES IN THE FIELD TO VERIFY AVOIDANCE OF TREES.
28. SEDIMENT REMOVED FROM SEDIMENT CONTROL STRUCTURES IS TO BE PLACED AT A SITE APPROVED BY THE LOCAL JURISDICITION. IT SHALL BE TREATED IN A MANNER SO THAT THE AREA AROUND THE DISPOSAL SITE WILL NOT BE CONTAMINATED OR DAMAGED BY THE PLACEMENT OF SUCH MATERIAL. COST FOR THIS TREATMENT IS TO BE INCLUDED IN BID PRICE FOR EARTHWORK. THE CONTRACTOR SHALL MAINTAIN THE DISPOSAL SITE AS PART OF THIS WORK.
29. STOCKPILED TOPSOIL OR FILL MATERIAL IS TO BE TREATED SO THE SEDIMENT RUN–OFF WILL NOT CONTAMINATE SURROUNDING AREAS OR ENTER NEARBY STREAMS.
30. ANY SITE USED FOR DISPOSAL AND/OR STOCKPILE OF ANY MATERIAL SHALL BE PROPERLY PERMITTED FOR SUCH ACTIVITY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SEE THAT ALL REQUIRED PERMITS ARE SECURED FOR EACH PROPERTY UTILIZED. A COPY OF THE APPROVED PERMIT MUST BE PROVIDED TO THE INSPECTOR PRIOR TO COMMENCEMENT OF WORK ON ANY PROPERTY. FAILURE TO DO SO MAY RESULT IN THE CONTRACTOR REMOVING ANY ILLEGALLY PLACED MATERIAL AT HIS OWN EXPENSE.
31. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO WASTE EXCESS EARTH MATERIAL OFF SITE AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR SHALL FIRST OFFER THE EXCESS MATERIAL TO THE OWNER. IF NOT ACCEPTED BY THE OWNER, THE CONTRACTOR SHALL DISPOSE OFF SITE. IT SHALL ALSO BE THE CONTRACTOR'S RESPONSIBILITY TO IMPORT SUITABLE MATERIAL (AT NO ADDITIONAL COST TO THE OWNER) FOR EARTHWORK OPERATIONS IF SUFFICIENT AMOUNTS OF EARTH MATERIAL ARE NOT AVAILABLE ON SITE.

SITE UTILITY NOTES

1. THE SANITARY SEWER SHALL BE OF THE MATERIAL INDICATED ON THE PLAN. POLYVINYLCHLORIDE (PVC) SHALL BE (SDR26). DUCTILE IRON PIPE (D.I.P.) SHALL BE CL 350.
2. ALL WATER LINES, SEWER LINES, AND APPURTENANCES SHALL BE OF MATERIALS AND CONSTRUCTION THAT CONFORM TO THE CITY OF OXFORD STANDARDS AND SPECIFICATIONS.
3. PROVIDE A MINIMUM OF 36" OF COVER OVER ALL WATER LINES.
4. THE CONTRACTOR SHALL MAINTAIN 10 FEET HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND WATER LINES. WHERE THESE CRITERIA CANNOT BE MET, THE CONTRACTOR SHALL MAINTAIN 18" VERTICAL SEPARATION BETWEEN WATER AND SEWER LINES.
5. THE CONTRACTOR SHALL FIELD VERIFY THE EXACT HORIZONTAL AND VERTICAL LOCATION OF EXISTING MANHOLES OR SANITARY SEWER LINES AT THE POINT OF CONNECTION PRIOR TO THE COMMENCEMENT OF ORDERING MATERIALS OR CONSTRUCTION AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE SEQUENCING OF CONSTRUCTION FOR ALL UTILITY LINES SO THAT WATER LINES DO NOT CONFLICT WITH SANITARY SEWERS, SANITARY SEWER SERVICES, STORM SEWERS, OR ANY OTHER UTILITY OR STRUCTURES, EXISTING OR PROPOSED.
7. THE LOCATION OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL NOTIFY EACH INDIVIDUAL UTILITY OWNER OF HIS PLAN OF OPERATION IN THE AREA OF THE UTILITIES. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL CONTACT THE UTILITY OWNERS AND REQUEST THEM TO PROPERLY LOCATE THEIR RESPECTIVE UTILITY ON THE GROUND. THIS NOTIFICATION SHALL BE GIVEN AT LEAST THREE (3) BUSINESS DAYS PRIOR TO COMMENCEMENT OF OPERATIONS AROUND THE UTILITY.
8. BEFORE CONNECTIONS ARE MADE TO EXISTING UTILITIES, THE NEW LINES ARE TO BE FLUSHED AND TESTED BY THE CONTRACTOR IN ACCORDANCE WITH THE APPLICABLE UTILITY DEPARTMENT SPECIFICATIONS.
9. REPAIR ALL DAMAGE TO EXISTING FEATURES (i.e. DRIVES, ROADS, YARDS, LANDSCAPING, ETC…) TO PRE–CONSTRUCTION CONDITION.
10. THE CONTRACTOR SHALL PROVIDE ALL HORIZONTAL AND VERTICAL BENDS TO ATTAIN THE ALIGNMENT INDICATED ON THE PLANS. PROVIDE VERTICAL BENDS WHERE NECESSARY TO ALLOW WATER LINES TO PASS UNDER OR OVER OTHER UTILITY LINES (ALL BENDS AND BRACES NEEDED MAY NOT BE ACTUALLY SHOWN). PROVIDE BRACING AND/OR RODDING AT ALL BENDS AND TEES AS REQUIRED BY WATER DEPARTMENT.
11. WATER METERS SHALL BE NO DEEPER THAN 24" FROM TOP OF METER TO PROPOSED FINISHED GRADE.
12. THE CONTRACTOR SHALL VERIFY REQUIRED PIPE LENGTHS; EXISTING PIPE MATERIALS; AND EXISTING PIPE SIZES. REPORT DISCREPANCIES WITH THE PLANS TO THE ENGINEER IMMEDIATELY.
13. REPAIR EXISTING PAVEMENT, CURBS, WALKS, LANDSCAPING, ETC. THAT ARE DAMAGED BY CONSTRUCTION ACTIVITIES TO A LIKE NEW CONDITION AT NO ADDITIONAL COST TO THE OWNER.
14. THE PROPOSED ELECTRIC LINE CONSTRUCTION AND INSTALLATION SHALL BE COORDINATED WITH THE LOCAL ELECTRIC COMPANY BY THE CONTRACTOR.
15. THE PROPOSED TELEPHONE LINE CONSTRUCTION AND INSTALLATION SHALL BE COORDINATED WITH THE LOCAL TELEPHONE COMPANY BY THE CONTRACTOR.
16. WHERE DRAINAGE OR UTILITY LINES OCCUR IN PROPOSED FILL AREAS, THE FILL MATERIAL IS TO BE PLACED AND COMPACTED TO 95% OF MAXIMUM DRY DENSITY ACCORDING TO ASTM D2167–08 PRIOR TO INSTALLATION OF DRAINAGE OR UTILITY LINES. FILL IS TO BE INSPECTED BY A PROFESSIONAL GEOTECHNICAL ENGINEERING TESTING FIRM EMPLOYED BY THE OWNER. RESULTS OF THE TEST SHALL BE FURNISHED TO THE OWNER'S REPRESENTATIVE. CONTRACTOR TO PAY FOR ANY RETESTING.
17. THE CONTRACTOR SHALL ADJUST THE ALIGNMENT OF THE WATER LINES (HORIZONTALLY AND/OR VERTICALLY) TO ALLOW THE REQUIRED BRACING AT BENDS AND TEES.
18. EXISTING CASTINGS LOCATED IN FILL/CUT AREAS SHALL BE ADJUSTED TO ENSURE THAT THE TOP OF CASTING IS FLUSH WITH THE FINISHED GRADE.
19. THE CONTRACTOR WILL PROVIDE ALL NECESSARY PROTECTIVE MEASURES TO SAFEGUARD EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION OF THIS PROJECT. IN THE EVENT THAT SPECIAL EQUIPMENT IS REQUIRED TO WORK OVER AND AROUND THE UTILITIES, THE CONTRACTOR WILL BE REQUIRED TO FURNISH SUCH EQUIPMENT AT NO ADDITIONAL COST TO THE OWNER.
20. PRIOR TO SUBMITTING HIS BID, THE CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR CONTACTING OWNERS OF ALL AFFECTED UTILITIES IN ORDER TO DETERMINE THE EXTENT TO WHICH UTILITY RELOCATIONS AND/OR ADJUSTMENTS WILL HAVE UPON THE SCHEDULE OF WORK FOR THE PROJECT. WHILE SOME WORK MAY BE REQUIRED 'AROUND' UTILITY FACILITIES THAT WILL REMAIN IN PLACE, OTHER UTILITY FACILITIES MAY NEED TO BE ADJUSTED CONCURRENTLY WITH THE CONTRACTOR'S OPERATIONS.
21. ALL CONNECTIONS TO EXISTING MANHOLES SHALL BE BY THE CORING AND RESILIENT SEAL METHOD.
22. FIRE HYDRANT ASSEMBLES INCLUDE THE APPROPRIATE SIZED TEE (WITH KICKER), 6" LINE TO HYDRANT, 6" GATE VALVE (WITH VALVE BOX), AND FIRE HYDRANT (WITH KICKER). HYDRANTS SHALL BE INSTALLED AT LOCATIONS SHOWN ON THE PLANS.
23. THE CONCRETE CAPS AND ENCASEMENTS ON WATER AND SEWER LINES SHALL BE A MINIMUM OF 6" THICK. USE 3000 PSI CONCRETE.
24. CONTRACTOR SHALL MARK THE LOCATION OF ALL NEW PVC LINES WITH #10 WIRE UNLESS OTHERWISE SPECIFIED BY THE LOCAL AUTHORITY.

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REVISIONS:

NO.	DATE	DESCRIPTION	BY

GENERAL NOTES FOR NORTH MISSISSIPPI RURAL LEGAL SERVICES

OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY:	CB		02.17.2025
CHECKED BY:	PK		AS NOTED
PROJECT NO.:	24051		

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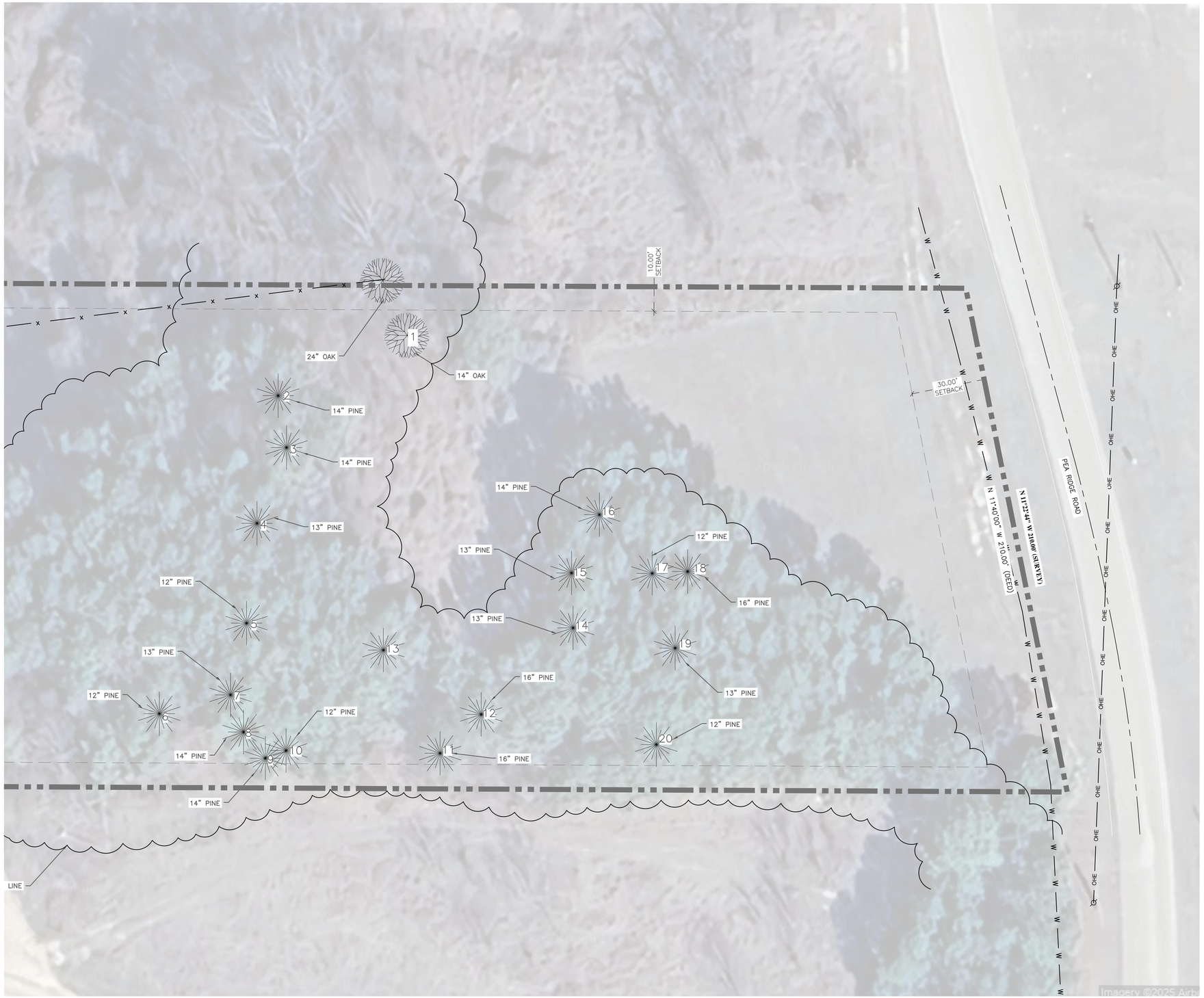

1 EXISTING CONDITIONS & AERIAL
SCALE: 1"=20'

0 20' 40'
Scale: 1"=20'-0"

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REVISIONS:

NO.	DATE	DESCRIPTION	BY

EXISTING CONDITIONS & AERIAL
FOR
NORTH MISSISSIPPI RURAL LEGAL SERVICES
OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY:	CB		02.17.2025
CHECKED BY:	PK		AS NOTED
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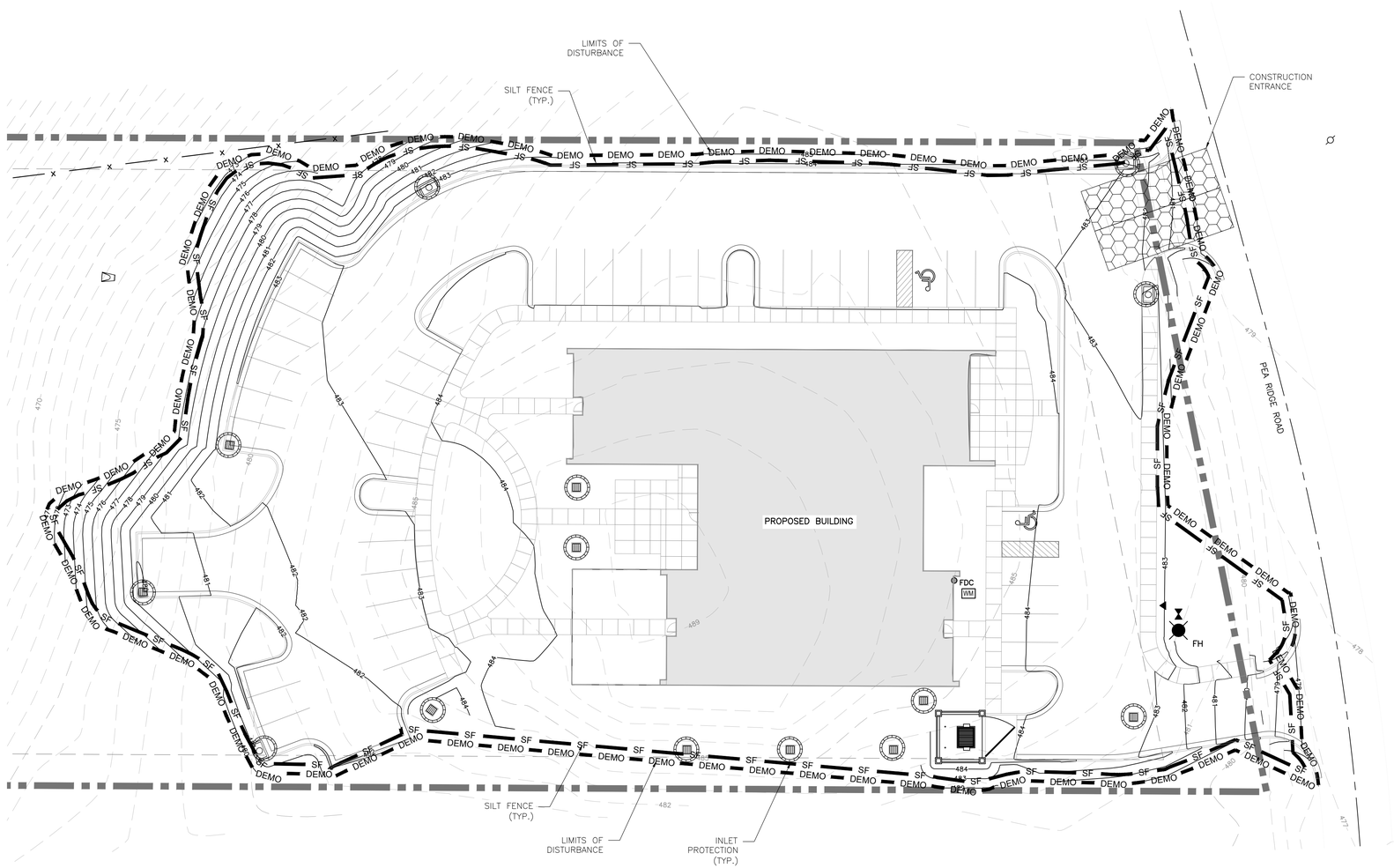

1 EROSION CONTROL PLAN
SCALE: 1"=20'

LEGEND

- HEAVY DUTY SILT FENCE
- LIMITS OF DISTURBANCE
- CONSTRUCTION ENTRANCE
- INLET PROTECTION

DISTURBED AREA: 1.51 ACRES TOTAL

EROSION & SEDIMENT CONTROL NOTES:

1. SEE SHEET C101 FOR GENERAL EROSION CONTROL GUIDELINES AND RECOMMENDATIONS.
2. THIS PLAN SHALL BE UPDATED AND AMENDED BY THE CONTRACTOR SO AS TO APPROPRIATELY RESPOND TO THE CHANGING SITE CONDITIONS AS THE PROJECT MOVES FROM THE EXISTING TO PROPOSED STATE.
3. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN EROSION CONTROL DURING CONSTRUCTION BY THE PLACEMENT OF SILT FENCES AND/OR HAY BALES WHERE NECESSARY TO PREVENT DOWNSTREAM SILTATION OF ANY DITCHES, PIPES, DRAINAGE STRUCTURES OR ADJACENT PROPERTIES. THE CONTRACTOR SHALL PROVIDE ANY ADDITIONAL EROSION CONTROL AS NEEDED OR AS DIRECTED BY THE ENGINEER AND SHALL MAINTAIN ALL EROSION CONTROL MEASURES FOR THE ENTIRE LENGTH OF THE PROJECT.
4. ALL NEW CUT OR FILL AREAS LACKING ADEQUATE VEGETATION SHALL BE FERTILIZED, MULCHED, SEEDED AND/OR SODDED AS REQUIRED TO EFFECTIVELY CONTROL SOIL EROSION.
5. SEE STORM WATER POLLUTION PREVENTION PLAN FOR HOUSEKEEPING CONTROLS.
6. CONTRACTORS SHALL BE RESPONSIBLE FOR NOTIFYING ANY UTILITY COMPANY WHICH MAINTAINS A UTILITY LINE WITHIN IN THE BOUNDARIES OF THE PROJECT PRIOR TO INITIATION OF THE PROJECT. THE CONTRACTOR SHALL ALSO ASSUME RESPONSIBILITY FOR ANY DAMAGE INCURRED BY ANY UTILITY COMPANY FOR THEIR UTILITY LINES, WHETHER SHOWN IN THE CONSTRUCTION PLANS OR NOT, DURING WORK ON THE PROJECT.
7. CONTRACTOR SHALL SET ASIDE AN AREA NEAR THE CONSTRUCTION ENTRANCE FOR ALL CONCRETE WASHDOWN OPERATIONS. THE CONTRACTOR SHALL INSTALL AN EARTHEN BERM AROUND THE WASHDOWN AREA TO ENSURE THAT RUNOFF IS NOT ALLOWED TO LEAVE THE AREA. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THIS AREA FOR THE ENTIRE LENGTH OF THE PROJECT.
8. BEFORE ANY CONSTRUCTION ACTIVITY CAN BEGIN CONTRACTOR SHALL INSTALL ALL PERIMETER SILT FENCING. ALL INTERIOR SILT FENCING SHALL BE INSTALLED AS THE AREAS OF GRADING BECOMES COMPLETE OR AS NEEDED TO EFFECTIVELY PREVENT EROSION.
9. THE CONTRACTOR SHALL BE RESPONSIBLE MEETING AND MAINTAINING ALL REQUIREMENTS OF THE MDEQ CONSTRUCTION GENERAL PERMIT. THIS INCLUDES, BUT IS NOT LIMITED TO ALL NECESSARY EROSION CONTROL INSPECTIONS AND COMPLETION OF INSPECTION FORMS AS SPECIFIED BY MDEQ. THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AND MDEQ CONSTRUCTION GENERAL PERMIT WILL BE INITIALLY PROVIDED BY THE ENGINEER, BUT SHALL BE MAINTAINED BY THE CONTRACTOR. THE CONTRACTOR SHALL NOT START ANY CONSTRUCTION ACTIVITY ON THE SITE UNTIL ALL ONSITE REPRESENTATIVES OF THE CONTRACTOR HAVE A COPY OF THE SWPPP AND MDEQ CONSTRUCTION GENERAL PERMIT IN HAND.

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FAX: (662) 234-8639

REVISIONS:

NO.	DATE	DESCRIPTION	BY

EROSION CONTROL PLAN
FOR
NORTH MISSISSIPPI RURAL LEGAL SERVICES
OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY:	CB		02.17.2025
CHECKED BY:	PK		AS NOTED
PROJECT NO.:	24051		

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PAGE NO.: C103

0 20' 40'
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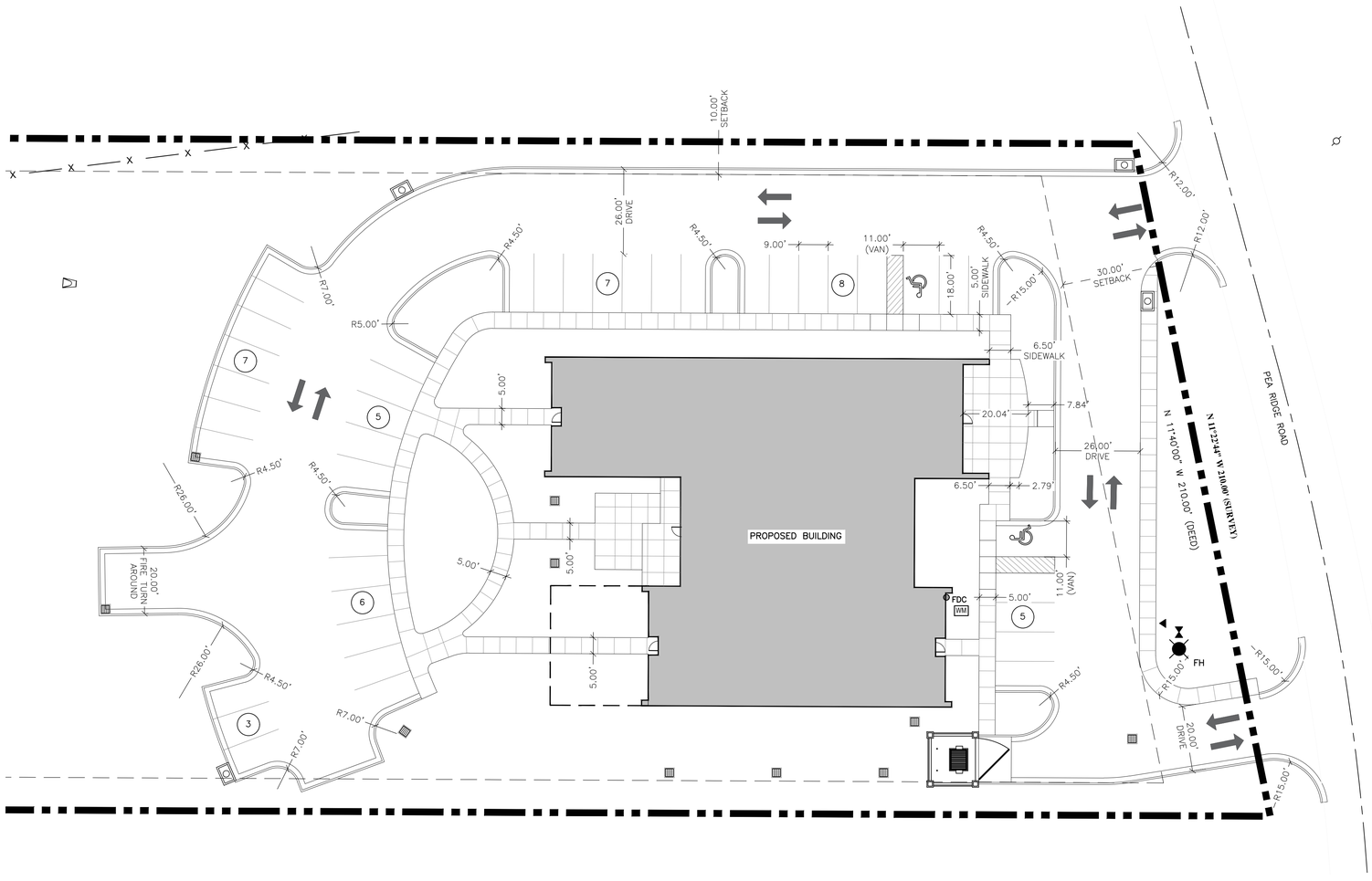

1 SITE PLAN
SCALE: 1"=20'

LEGEND

PROPERTY LINE

(1) PARKING COUNT

SITE DATA

PROPERTY BOUNDARY: 7.14 ACRES

PERVIOUS AREA: 91.0%
IMPERVIOUS COVERAGE: 9.0%

ZONING: A-1 RURAL DISTRICT

SETBACKS:
FRONT YARD SETBACK LINE = 30 FEET
SIDE YARD SETBACK LINE = 10 FEET
REAR YARD SETBACK LINE = 10 FEET

PROPOSED BUILDING
TOTAL SQUARE FOOTAGE = 10,000 SF COMMERCIAL

REQUIRED PARKING: 33 SPACES
REQUIRED ACCESSIBLE PARKING: 2 SPACES (1 VAN ACCESSIBLE)

ALLOWED PARKING: 43 SPACES

PARKING PROVIDED: 41 SPACES; 2 ACCESSIBLE (2 VAN ACCESSIBLE)

SITE NOTES:

1. ALL CURB DIMENSIONS ARE TO FACE OF CURB
2. ALL STRIPING AND SIGNAGE SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
3. PAVEMENT MARKINGS IN THE RIGHT-OF-WAY ARE REQUIRED TO BE THERMOPLASTIC. ALL OTHER PAVEMENT MARKINGS AND PARKING STRIPES ARE ALLOWED TO BE PAINT (UNLESS OTHERWISE NOTED OR SPECIFIED BY THE OWNER).
4. ALL ACCESSIBLE ROUTES AND ACCESSIBLE PARKING BAYS SHALL MEET THE AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS.
5. SEE SHEET C101 FOR GENERAL GUIDELINES AND RECOMMENDATIONS FOR COMMENCEMENT OF WORK.
6. REFER TO C500 SERIES FOR ADDITIONAL DETAILS.

0 20' 40'
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NO.	DATE	DESCRIPTION	BY

NOT FOR CONSTRUCTION

SITE PLAN
FOR
NORTH MISSISSIPPI RURAL LEGAL SERVICES
OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY:	CB		02.17.2025
CHECKED BY:	PK		AS NOTED
PROJECT NO.:	24051		

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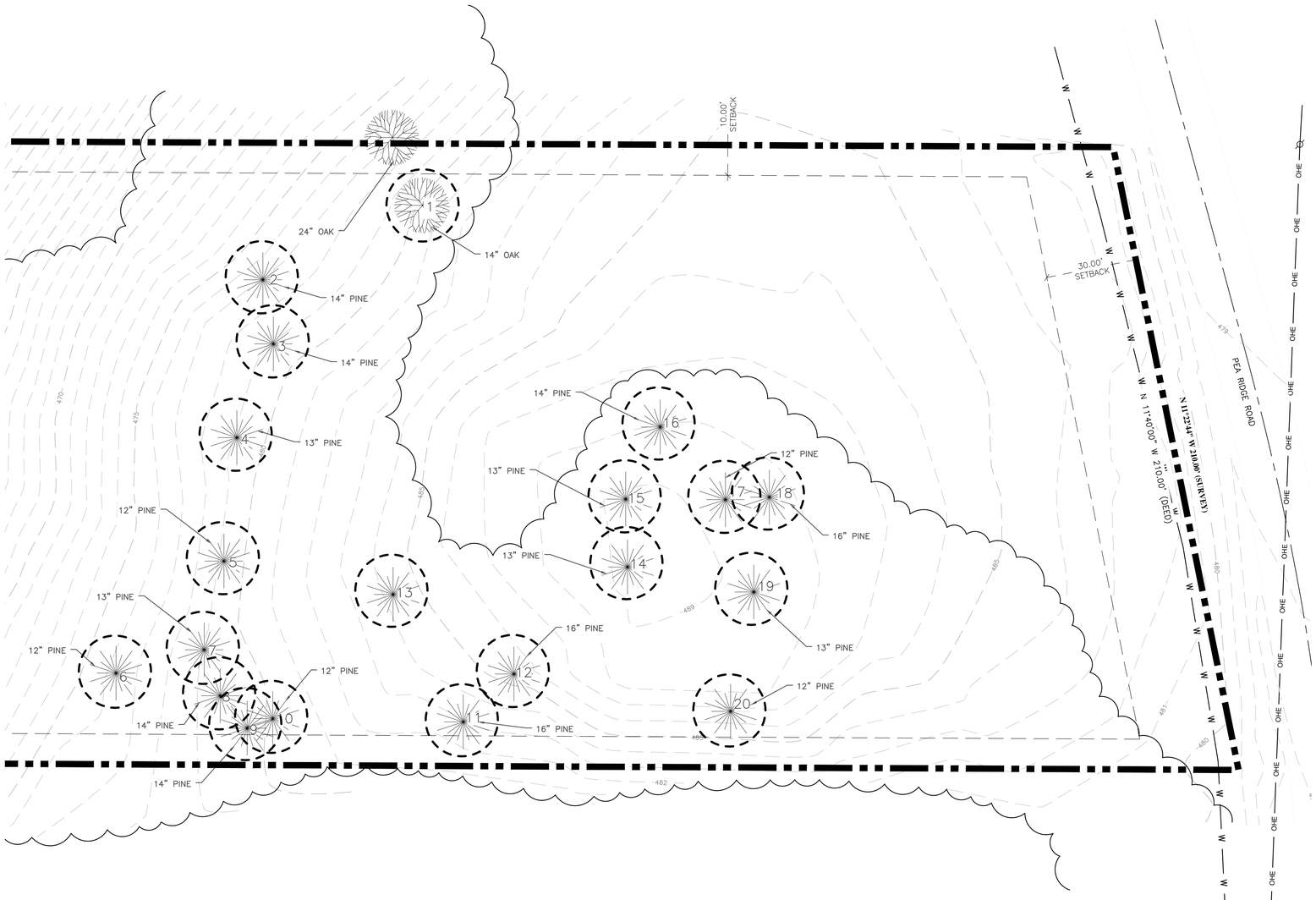

1 DEMOLITON PLAN

SCALE: 1"=20'

LEGEND

TREE TO BE REMOVED

DEMOLITION NOTES:

1. CONTRACTOR SHALL OBTAIN ALL APPROPRIATE PERMITS PRIOR TO STARTING DEMOLITION.
2. ABANDONMENT OF EXISTING STORM PIPES AND STRUCTURES IN PLACE SHALL RECEIVED FLOWABLE FILL. FLOWABLE FILL (ABANDONMENT GROUT) SHALL BE PLACED IN ACCORDANCE WITH PRODUCT MANUFACTURER.
3. CONTRACTOR TO DISPOSE OF ALL WASTE MATERIALS IN ACCORDANCE WITH LOCAL AND STATE GOVERNING AUTHORITIES.
4. THE LOCATION OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL NOTIFY EACH INDIVIDUAL UTILITY OWNER OF HIS PLAN OF OPERATION IN THE AREA OF THE UTILITIES. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL CONTACT THE UTILITY OWNERS AND REQUEST THEM TO PROPERLY LOCATE THEIR RESPECTIVE UTILITY ON THE GROUND. THIS NOTIFICATION SHALL BE GIVEN AT LEAST THREE (3) BUSINESS DAYS PRIOR TO COMMENCEMENT OF OPERATIONS AROUND THE UTILITY.
5. THE CONTRACTOR WILL PROVIDE ALL NECESSARY PROTECTIVE MEASURES TO SAFEGUARD EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION OF THIS PROJECT. IN THE EVENT THAT SPECIAL EQUIPMENT IS REQUIRED TO WORK OVER AND AROUND THE UTILITIES, THE CONTRACTOR WILL BE REQUIRED TO FURNISH SUCH EQUIPMENT AT NO ADDITIONAL COST TO THE OWNER.
6. PRIOR TO SUBMITTING HIS BID, THE CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR CONTACTING OWNERS OF ALL AFFECTED UTILITIES IN ORDER TO DETERMINE THE EXTENT TO WHICH UTILITY RELOCATIONS AND/OR ADJUSTMENTS WILL HAVE UPON THE SCHEDULE OF WORK FOR THE PROJECT. WHILE SOME WORK MAY BE REQUIRED 'AROUND' UTILITY FACILITIES THAT WILL REMAIN IN PLACE, OTHER UTILITY FACILITIES MAY NEED TO BE ADJUSTED CONCURRENTLY WITH THE CONTRACTOR'S OPERATIONS.
7. SEE SHEET C101 FOR GENERAL GUIDELINES AND RECOMMENDATIONS FOR COMMENCEMENT OF WORK.
8. REFER TO SHEET C107 FOR THE STORM DRAINAGE PLAN.
9. REFER TO C500 SERIES FOR ADDITIONAL DETAILS.

0 20' 40'

Scale: 1"=20'-0"

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NO.	DATE	DESCRIPTION	BY

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DEMOLITION PLAN
FOR
NORTH MISSISSIPPI RURAL LEGAL SERVICES
OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY:	CB		02.17.2025
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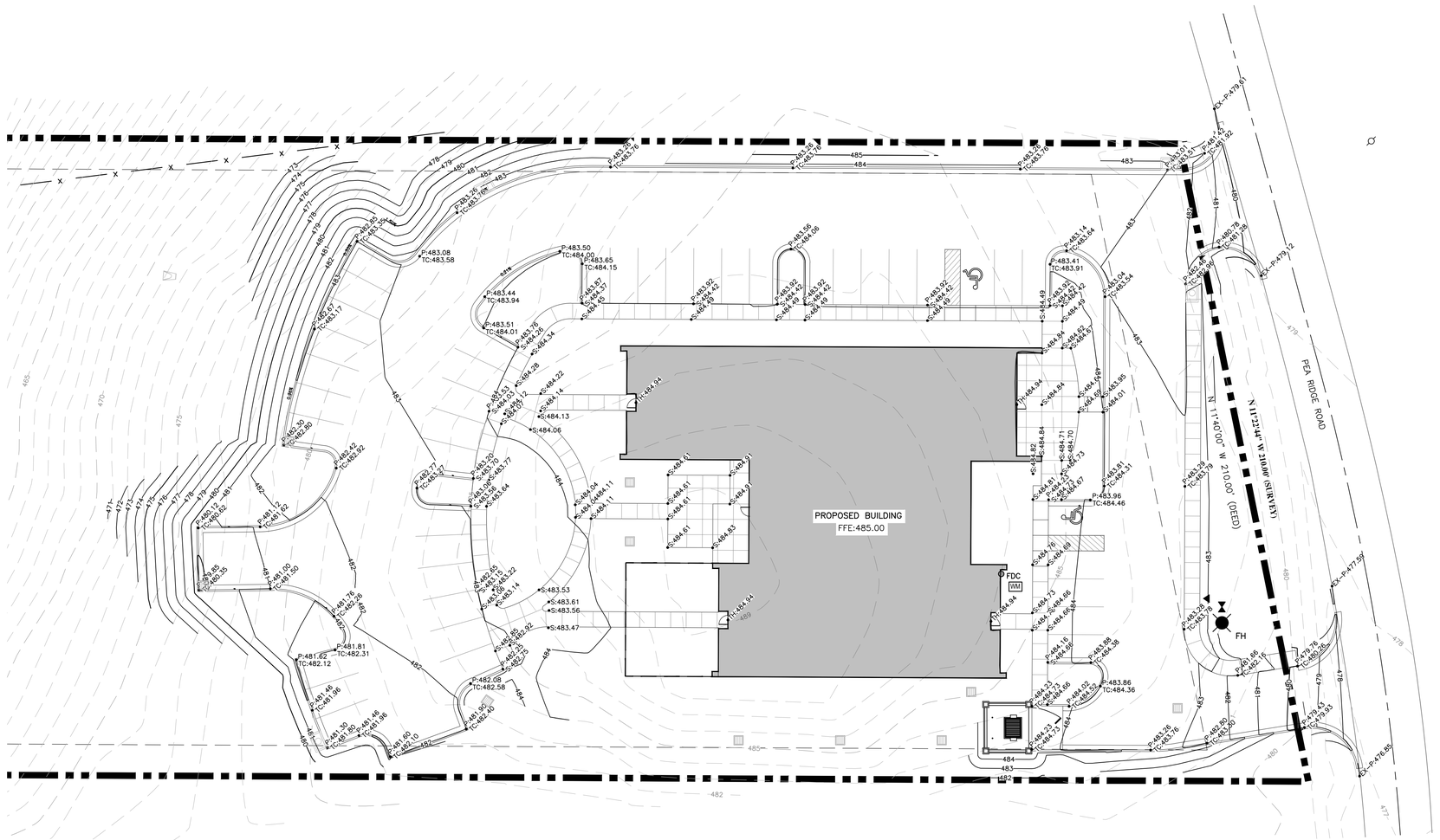
GRADING NOTES:

1. SEE SHEET C101 FOR GENERAL GRADING GUIDELINES AND RECOMMENDATIONS.
2. CLEARING AND GRADING MAY BE COMPLETED IN PHASES PER THE DEVELOPER'S REQUEST. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING EROSION CONTROL FOR EACH PHASE OF GRADING.
3. BEFORE ANY CONSTRUCTION ACTIVITY CAN BEGIN CONTRACTOR SHALL INSTALL ALL PERIMETER SILT FENCING. ALL INTERIOR SILT FENCING SHALL BE INSTALLED AS THE AREAS OF GRADING BECOMES COMPLETE OR AS NEEDED TO EFFECTIVELY PREVENT EROSION. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN EROSION CONTROL DURING CONSTRUCTION PHASES WHERE NECESSARY TO PREVENT DOWNSTREAM SILTATION OF ANY DITCHES, PIPES, DRAINAGE STRUCTURES OR ADJACENT PROPERTIES. THE CONTRACTOR SHALL PROVIDE ANY ADDITIONAL EROSION CONTROL AS NEEDED OR AS DIRECTED BY THE ENGINEER.
4. ALL NEW CUT OR FILL AREAS LACKING ADEQUATE VEGETATION SHALL BE FERTILIZED, MULCHED, SEEDED AND/OR SODDED AS REQUIRED TO EFFECTIVELY CONTROL SOIL EROSION.
5. CONTRACTORS SHALL BE RESPONSIBLE FOR NOTIFYING ANY UTILITY COMPANY WHICH MAINTAINS A UTILITY LINE WITHIN IN THE BOUNDARIES OF THE PROJECT PRIOR TO INITIATION OF THE PROJECT. THE CONTRACTOR SHALL ALSO ASSUME RESPONSIBILITY FOR ANY DAMAGE INCURRED BY ANY UTILITY COMPANY FOR THEIR UTILITY LINES, WHETHER SHOWN IN THE CONSTRUCTION PLANS OR NOT, DURING WORK ON THE PROJECT.



1 GRADING PLAN
SCALE: 1"=20'

0 20' 40'
Scale: 1"=20'-0"

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GRADING PLAN FOR NORTH MISSISSIPPI RURAL LEGAL SERVICES

OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

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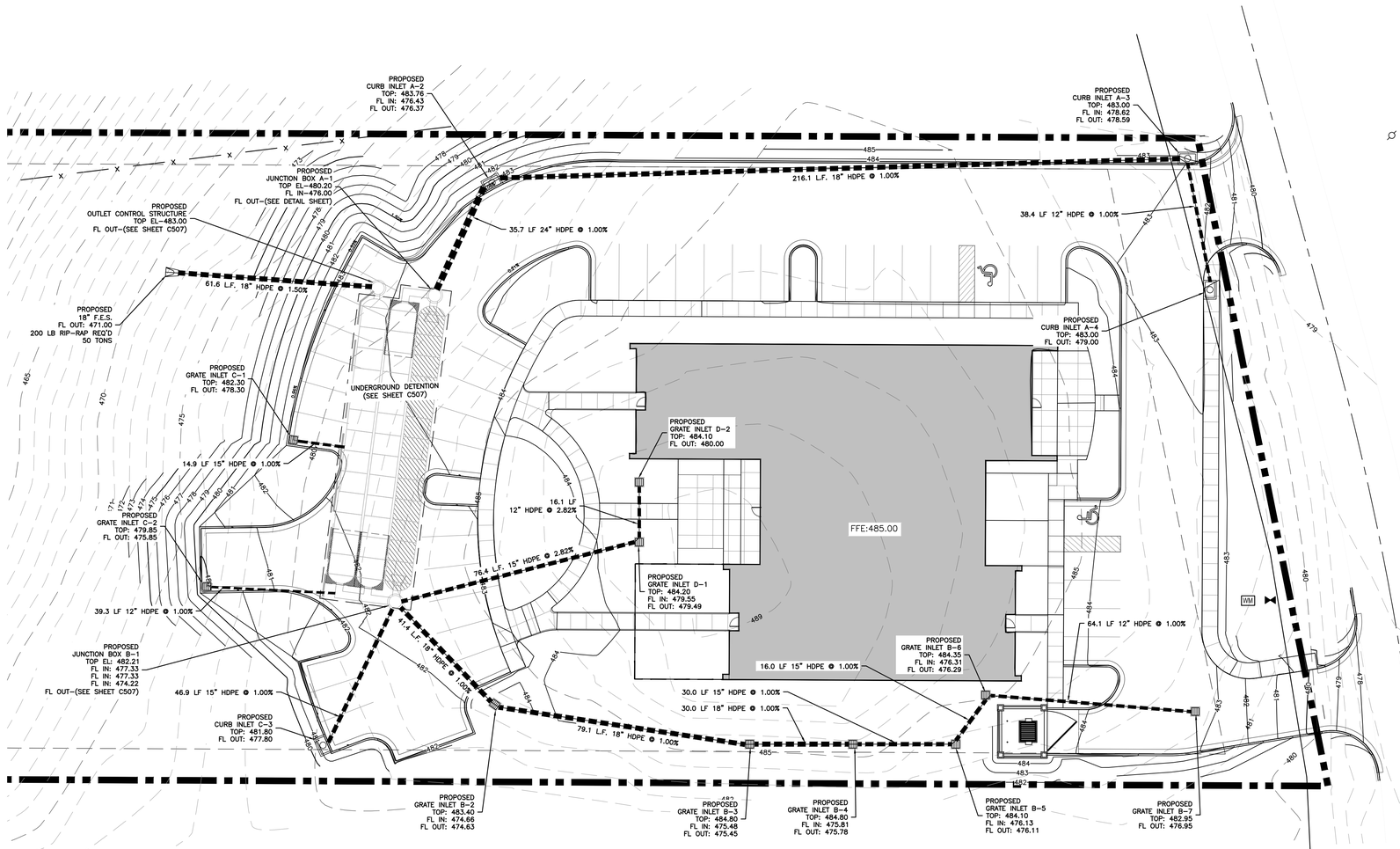

1 STORM PLAN
SCALE: ----

0 100' 200'
Scale: 1"=100'-0"

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REVISIONS:

NO.	DATE	DESCRIPTION	BY

STORM PLAN
FOR
NORTH MISSISSIPPI RURAL LEGAL SERVICES
OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY:	CB		02.17.2025
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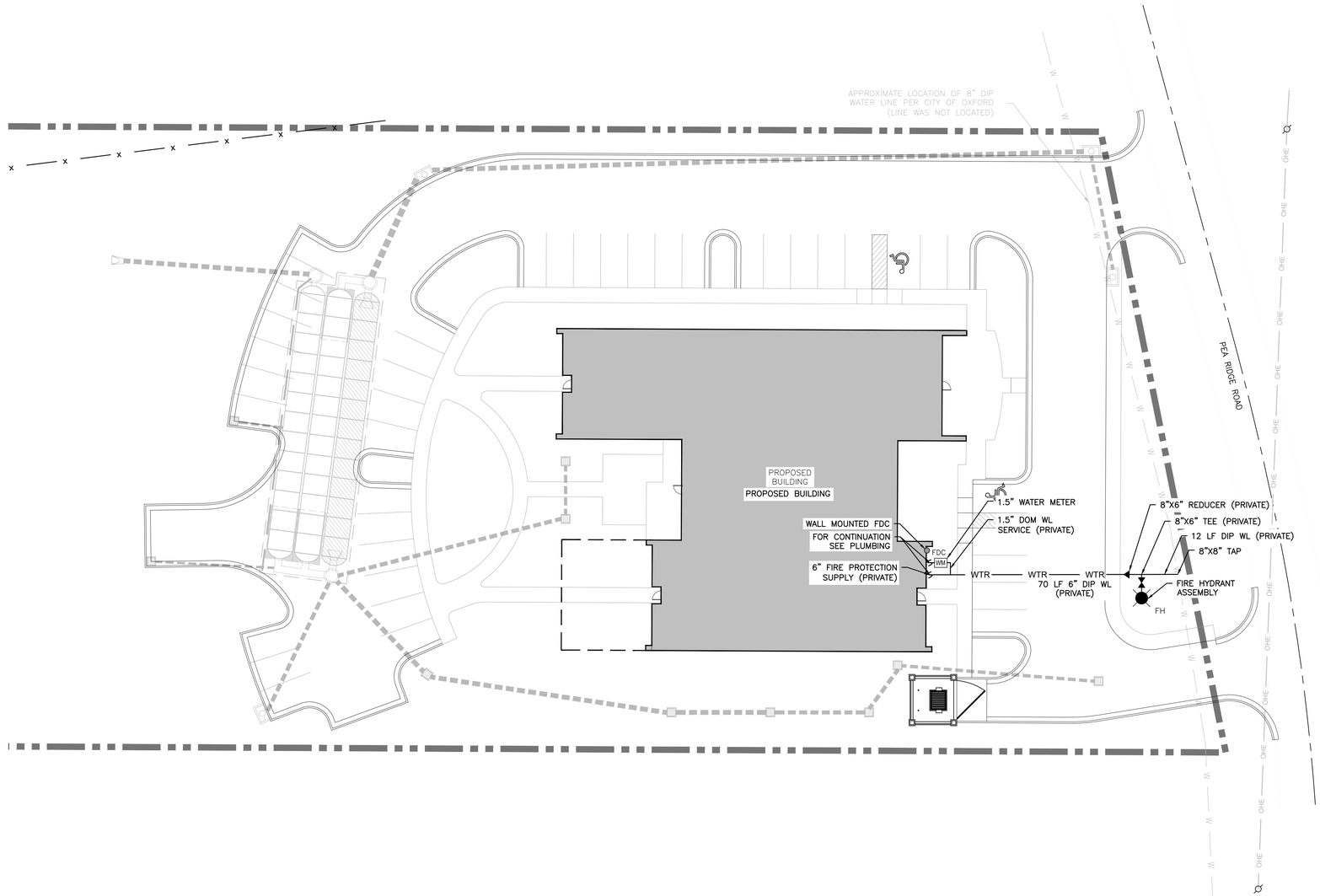

1 WATER UTILITY PLAN
SCALE: 1"=20'

LEGEND

SS — S — SS	EXISTING SANITARY SEWER
SS — S — SS	PROPOSED SANITARY SEWER
W — W	EXISTING WATER LINE
W — W	PROPOSED WATER LINE
	PROPOSED STORM PIPE
	PROPOSED UTILITY EASEMENT

WATER UTILITY NOTES

1. ALL WATER MAINS SHALL BE OF 8" DUCTILE IRON PIPE (D.I.P.) UNLESS OTHERWISE NOTED. ALL FIRE HYDRANT FEEDS SHALL BE 6" D.I.P UNLESS OTHERWISE NOTED. DUCTILE IRON PIPE (D.I.P.) SHALL BE CL 350.
2. ALL WATER LINES AND APPURTENANCES SHALL BE OF MATERIALS AND CONSTRUCTION THAT CONFORM TO THE CITY OF OXFORD STANDARDS AND SPECIFICATIONS.
3. PROVIDE A MINIMUM OF 36" OF COVER OVER ALL WATER LINES.
4. THE CONTRACTOR SHALL MAINTAIN 10 FEET HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND WATER LINES. WHERE THESE CRITERIA CANNOT BE MET, THE CONTRACTOR SHALL MAINTAIN 18" VERTICAL SEPARATION BETWEEN WATER AND SEWER LINES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE SEQUENCING OF CONSTRUCTION FOR ALL UTILITY LINES SO THAT WATER LINES DO NOT CONFLICT WITH SANITARY SEWERS, SANITARY SEWER SERVICES, STORM SEWERS, OR ANY OTHER UTILITY OR STRUCTURES, EXISTING OR PROPOSED.
6. THE LOCATION OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL NOTIFY EACH INDIVIDUAL UTILITY OWNER OF HIS PLAN OF OPERATION IN THE AREA OF THE UTILITIES. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL CONTACT THE UTILITY OWNERS AND REQUEST THEM TO PROPERLY LOCATE THEIR RESPECTIVE UTILITY ON THE GROUND. THIS NOTIFICATION SHALL BE GIVEN AT LEAST THREE (3) BUSINESS DAYS PRIOR TO COMMENCEMENT OF OPERATIONS AROUND THE UTILITY.
7. BEFORE CONNECTIONS ARE MADE TO EXISTING UTILITIES, THE NEW LINES ARE TO BE FLUSHED AND TESTED BY THE CONTRACTOR IN ACCORDANCE WITH THE APPLICABLE UTILITY DEPARTMENT SPECIFICATIONS.
8. REPAIR ALL DAMAGE TO EXISTING FEATURES (I.E. DRIVES, ROADS, YARDS, LANDSCAPING, ETC...) TO PRE-CONSTRUCTION CONDITION.
9. THE CONTRACTOR SHALL PROVIDE ALL HORIZONTAL AND VERTICAL BENDS TO ATTAIN THE ALIGNMENT INDICATED ON THE PLANS. PROVIDE VERTICAL BENDS WHERE NECESSARY TO ALLOW WATER LINES TO PASS UNDER OR OVER OTHER UTILITY LINES (ALL BENDS AND BRACES NEEDED MAY NOT BE ACTUALLY SHOWN). PROVIDE BRACING AND/OR RODDING AT ALL BENDS AND TEES AS REQUIRED BY WATER DEPARTMENT.
10. WATER METERS SHALL BE NO DEEPER THAN 24" FROM TOP OF METER TO PROPOSED FINISHED GRADE.
11. THE CONTRACTOR SHALL VERIFY REQUIRED PIPE LENGTHS; EXISTING PIPE MATERIALS; AND EXISTING PIPE SIZES. REPORT DISCREPANCIES WITH THE PLANS TO THE ENGINEER IMMEDIATELY.
12. UTILITY REPAIRS MADE BENEATH AREAS OF PAVEMENT SHALL RECEIVE CRUSHED LIMESTONE AS BASE MATERIAL FOR THE LENGTH OF THE TRENCH.
13. REPAIR EXISTING PAVEMENT, CURBS, WALKS, LANDSCAPING, ETC. THAT ARE DAMAGED BY CONSTRUCTION ACTIVITIES TO A LIKE NEW CONDITION AT NO ADDITIONAL COST TO THE OWNER.
14. WHERE DRAINAGE OR UTILITY LINES OCCUR IN PROPOSED FILL AREAS, THE FILL MATERIAL IS TO BE PLACED AND COMPACTED TO 95% OF MAXIMUM DRY DENSITY ACCORDING TO ASTM D2167-08 PRIOR TO INSTALLATION OF DRAINAGE OR UTILITY LINES. FILL IS TO BE INSPECTED BY A PROFESSIONAL GEOTECHNICAL ENGINEERING TESTING FIRM EMPLOYED BY THE OWNER. RESULTS OF THE TEST SHALL BE FURNISHED TO THE OWNER'S REPRESENTATIVE. CONTRACTOR TO PAY FOR ANY RETESTING.
15. THE CONTRACTOR SHALL ADJUST THE ALIGNMENT OF THE WATER LINES (HORIZONTALLY AND/OR VERTICALLY) TO ALLOW THE REQUIRED BRACING AT BENDS AND TEES.
16. EXISTING CASTINGS LOCATED IN FILL/CUT AREAS SHALL BE ADJUSTED TO ENSURE THAT THE TOP OF CASTING IS FLUSH WITH THE FINISHED GRADE.
17. THE CONTRACTOR WILL PROVIDE ALL NECESSARY PROTECTIVE MEASURES TO SAFEGUARD EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION OF THIS PROJECT. IN THE EVENT THAT SPECIAL EQUIPMENT IS REQUIRED TO WORK OVER AND AROUND THE UTILITIES, THE CONTRACTOR WILL BE REQUIRED TO FURNISH SUCH EQUIPMENT AT NO ADDITIONAL COST TO THE OWNER.
18. PRIOR TO SUBMITTING HIS BID, THE CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR CONTACTING OWNERS OF ALL AFFECTED UTILITIES IN ORDER TO DETERMINE THE EXTENT TO WHICH UTILITY RELOCATIONS AND/OR ADJUSTMENTS WILL HAVE UPON THE SCHEDULE OF WORK FOR THE PROJECT. WHILE SOME WORK MAY BE REQUIRED 'AROUND' UTILITY FACILITIES THAT WILL REMAIN IN PLACE, OTHER UTILITY FACILITIES MAY NEED TO BE ADJUSTED CONCURRENTLY WITH THE CONTRACTOR'S OPERATIONS.
19. FIRE HYDRANT ASSEMBLES INCLUDE THE APPROPRIATE SIZED TEE (WITH KICKER), 6" GATE VALVE (WITH VALVE BOX), AND FIRE HYDRANT (WITH KICKER). HYDRANTS SHALL BE INSTALLED AT LOCATIONS SHOWN ON THE PLANS.
16. CONTRACTOR SHALL MARK THE LOCATION OF NEW WATER LINES WITH #14 GAUGE TRACER WIRE (BLUE). TRACER WIRE INSTALLATION, PLACEMENT, SPLICING, AND ACCESS SHALL BE IN ACCORDANCE WITH THE CITY OF OXFORD STANDARD SPECIFICATIONS FOR CONSTRUCTION OF WATER AND SEWER FACILITIES.

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REVISIONS:

NO.	DATE	DESCRIPTION	BY

WATER UTILITY PLAN
FOR
NORTH MISSISSIPPI RURAL LEGAL SERVICES
OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY:	CB		02.17.2025
CHECKED BY:	PK		AS NOTED
PROJECT NO.:	24051		

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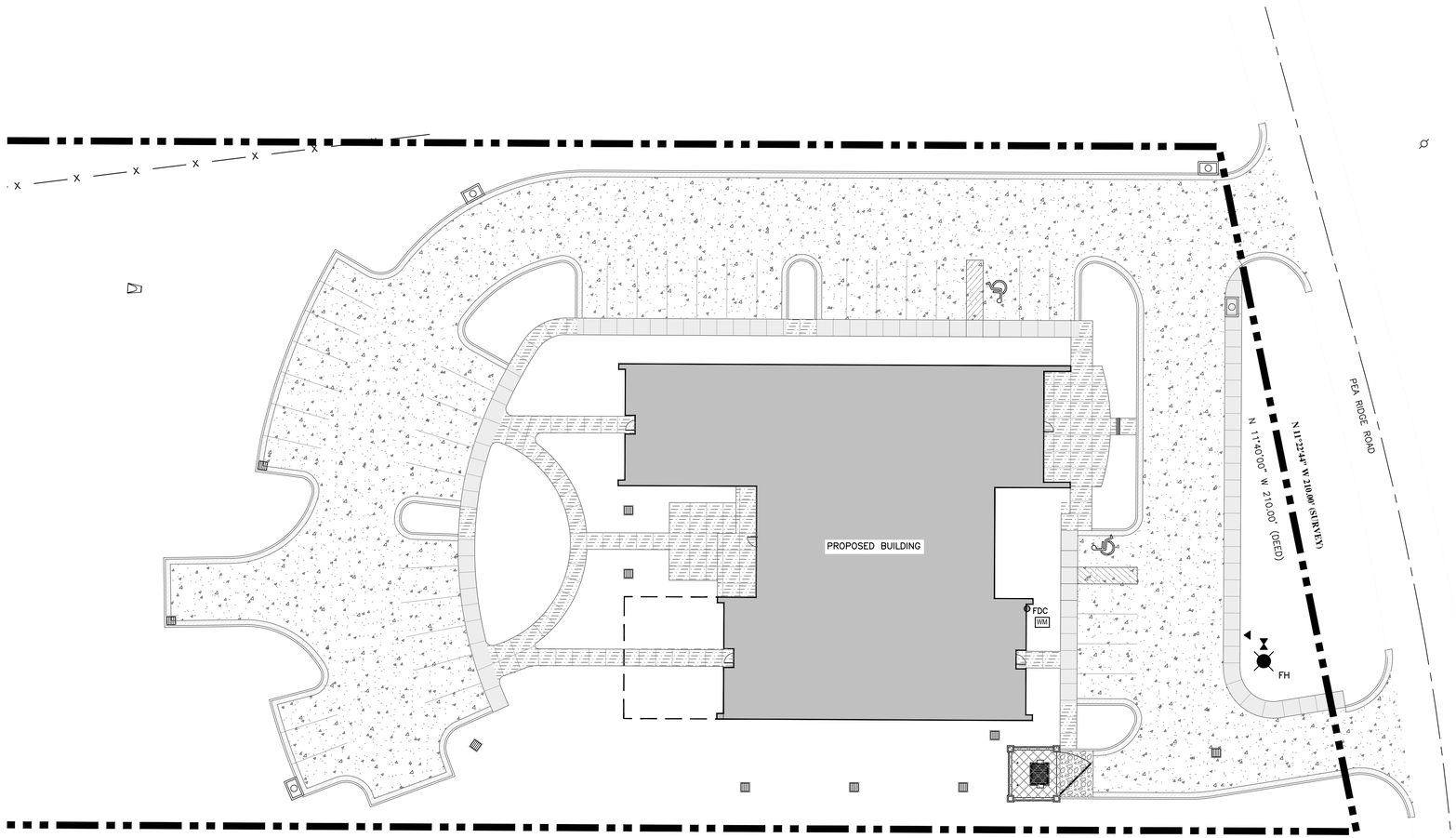

1 HARDSCAPE PLAN
SCALE: 1"=20'

LEGEND

- FLEXIBLE PAVEMENT ASPHALT
  REFER TO DETAIL 1 SHEET C503
- CONCRETE SIDEWALK
  REFER TO DETAIL 6 SHEET C503
- CONCRETE DUMPSTER APPROACH
  REFER TO DETAIL 3 SHEET C503
- DUMPSTER ENCLOSURE
  REFER TO DETAIL 1 SHEET C505
- CONCRETE SIDEWALK WITH TURN DOWN CURB
  REFER TO DETAIL 6 SHEET C503
- CONCRETE CURB AND GUTTER
  REFER TO DETAIL 2 SHEET C503

HARDSCAPE NOTES:

1. ALL CURB DIMENSIONS ARE TO FACE OF CURB.
2. ALL PAVEMENT MARKINGS AND STRIPING INTERIOR TO THIS SITE SHALL BE PAINT, UNLESS NOTED OTHERWISE.
3. SISK AVENUE AND COMMONWEALTH BOULEVARD PAVEMENT STRIPING SHALL BE THERMOSPLASTIC STRIPING MATERIAL.
4. CONTRACTOR TO PERFORM UNDERCUT, BACKFILL, AND GRADING AS OUTLINED IN THE PROJECT SPECIFICATIONS OR AS PRESCRIBED IN THE GEOTECHNICAL INVESTIGATION.
5. ALL STRIPING AND SIGNAGE SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
6. ALL ACCESSIBLE ROUTES AND ACCESSIBLE PARKING BAYS SHALL MEET THE AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS.
7. SEE SHEET C101 FOR GENERAL GUIDELINES AND RECOMMENDATIONS FOR COMMENCEMENT OF WORK.
8. REFER TO C500 SERIES FOR ADDITIONAL DETAILS.

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HARDSCAPE PLAN
FOR
NORTH MISSISSIPPI RURAL LEGAL SERVICES
OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY:	CB		02.17.2025
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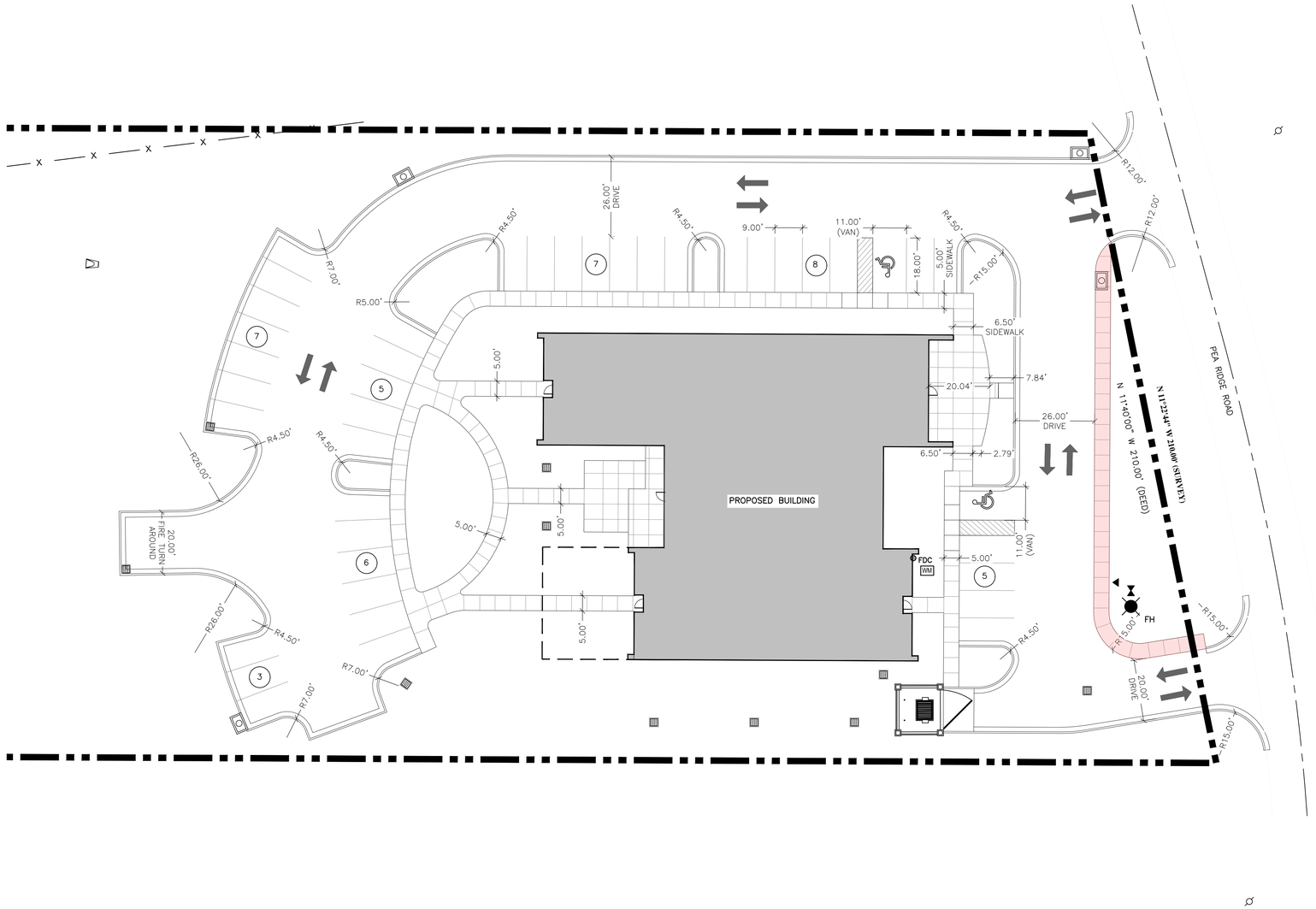

1 COMPLETE STREETS

SCALE: 1"=20'

0 20' 40'

Scale: 1"=20'-0"

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COMPLETE STREETS
FOR
NORTH MISSISSIPPI RURAL LEGAL SERVICES
OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY:	CB		02.17.2025
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PROJECT NO.:	24051		

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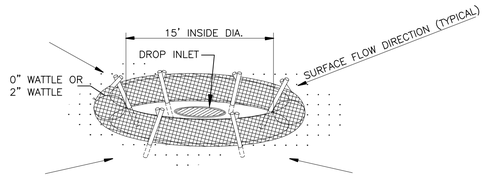
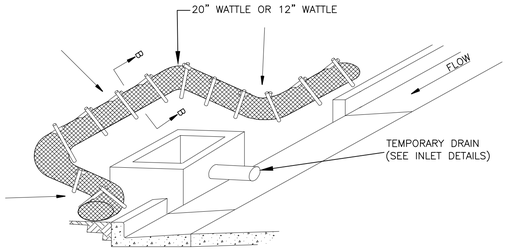
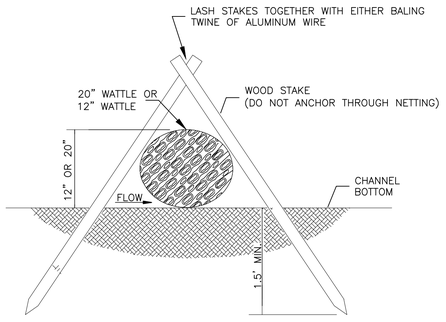


NOTE: SILT FENCE OF SANDBAGS MAY ALSO BE USED FOR THIS APPLICATION.
HAY BALES NOT ACCEPTABLE DURING THIS STAGE.

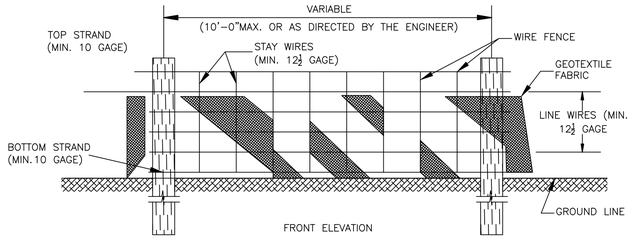




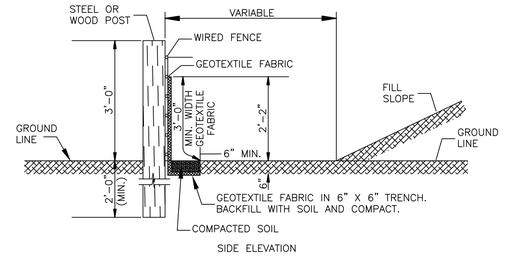
NOTES:
1. ANCHORING STAKES SHALL BE SIZED, SPACED, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE WATTLE. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET.
2. OVERLAP ENDS OF WATTLES PER MANUFACTURER'S RECOMMENDATIONS (1'MIN., 3'MAX)
3. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
4. IN THE EVENT WATTLES CANNOT BE SECURED IN PLACE USING WOOD STAKES, SANDBAGS MAY BE USED IN LIEU OF WOOD STAKES IN ORDER TO SECURE WATTLES IN PLACE. COST OF SANDBAGS USED IN THIS APPL,ICATION SHALL BE INCLUDED IN OTHER ITEMS BID.

INLET PROTECTION DETAILS OF WATTLES
N.T.S.

1



FRONT ELEVATION

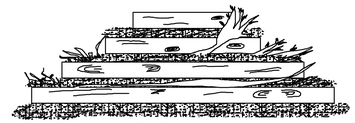


SIDE ELEVATION

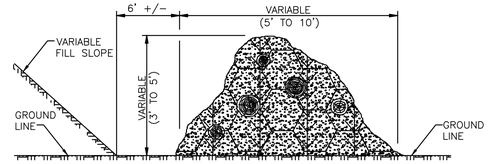
NOTES:
1. WIRE SHALL BE MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
2. GEOTEXTILE FABRIC SHALL BE A MINIMUM OF 36" IN WIDTH AND SHALL BE FASTENED ADEQUATELY TO THE WIRE AS DIRECTED BY THE BY THE ENGINEER.
3. STEEL POST SHALL BE 5'-0" IN HEIGHT AND OF THE SELF-FASTENER ANGLE STEEL TYPE. WOOD POST SHALL BE A MINIMUM OF 5'-0" IN HEIGHT AND 3" OR MORE IN DIAMETER. WIRE FENCE SHALL BE FASTENED TO WOODEN POST WITH NOT LESS THAN 9 GAGE WIRE STAPLES 1" LONG.
4. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATIONS MAY BE USED WITHOUT WIRE FENCE.

TEMPORARY SILT FENCE
N.T.S.

2



FRONT ELEVATION



SIDE ELEVATION

NOTES:
1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TO, TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
4. THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC. THE COST OF FABRIC TO BE INCLUDED IN OTHER ITEMS BID.
5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

TEMPORARY BRUSH BARRIER
N.T.S.

3

EROSION CONTROL DETAILS
N.T.S.

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OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

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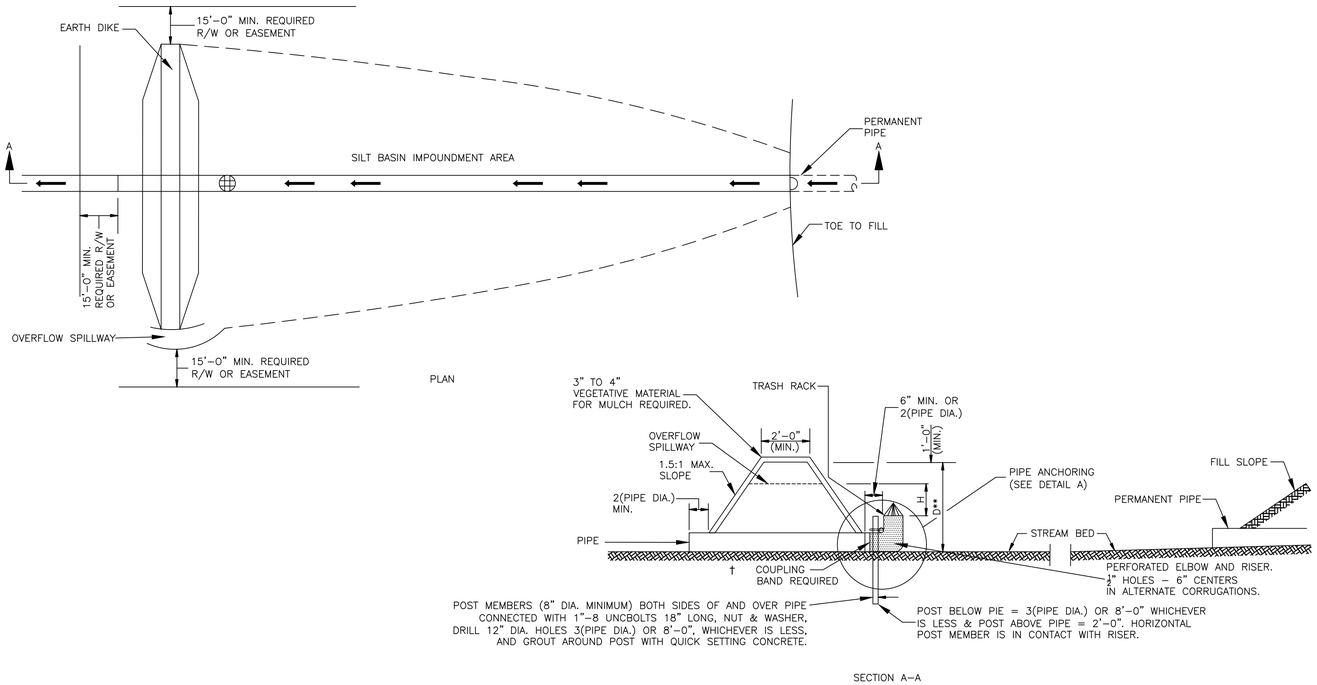

1

TYPE B SILT BASIN DETAILS

N.T.S.

GENERAL NOTES;

1. PROVIDE OVERFLOW SPILLWAY IN NATURAL GROUND AT A MINIMUM OF 1'0" BELOW TOP OF DIKE. CROSS-SECTIONAL AREA OF SPILLWAY IS EQUAL TO 1.5 TIMES THE AREA OF THE OUTLET PIPE HAS BEEN SERVED. THE DIKE AND RIPRAP MAY REMAIN IN PLACE AT THE DISCRETION OF THE ENGINEER, BUT THE DRAIN PIPE WITH RISER SHALL BE REMOVED AND THE NEWLY DISTURBED AREA REVEGETATED.
2. BASIN AND DIKE DIMENSIONS DO NOT REQUIRE CONSTRUCTION TO NEAT LINES.
3. THE SILT BASIN MAY BE CONSTRUCTED IN ANY SHAPE WITH THE DIKE EXTENDING ALONG ONE OR MORE SIDES AS LONG AS THE LENGTH MEASURED IN THE DIRECTION OF FLOW IS APPROXIMATELY TWICE THE WIDTH AND THE IMPOUNDMENT AREA AND DEPTH AT LEAST AS LARGE AS INDICATED.
4. MINIMUM DIMENSIONS FOR SILT BASIN (TYPE B) ARE AS FOLLOWS:

MIN. DIMENSIONS OF SILT BASIN (TYPE B)			† COUPLING BAND		
PIPE	**D (FT-IN)	H (FT-IN)	*AREA (FT^2)	LENGTH (IN)	COUPLING RODS/SIDE
15"	4'-0"	1'-0"	310	12"	2 & 2
18"	5'-0"	1'-0"	550	12"	2 & 2
24"	5'-0"	1'-0"	1100	12"	2 & 2
30"	6'-0"	1'-6"	1850	24"	3 & 3
36"	6'-0"	1'-6"	2800	24"	3 & 3
42"	7'-0"	2'-0"	4200	24"	3 & 3
48"	8'-0"	2'-0"	6200	24"	3 & 3

5. IN SELECTING BASIN SIZE, CONSIDERATION MUST BE GIVEN TO THE AREA DISCHARGING INTO THE BASIN OTHER THAN THAT WHICH COMES THROUGH THE PIPE UNDER THE ROADWAY, THIS WILL AT TIMES NECESSITATE A LARGER BASIN AND OUTLET PIPE SELECTION.
6. THE DIKE SHALL BE CONSTRUCTED OF A MATERIAL SUITABLE FOR ROADWAY EMBANKMENT.
7. SILT BASIN (TYPE B) REQUIRED AT LOCATION(S) INDICATED ON PLANS.
8. THE CONTRACTORS SHALL BE REQUIRED TO FURNISH ALL MATERIALS AND PERFORM ALL WORK FOR THE PROPER INSTALLATION, MAINTENANCE AND REMOVAL OF TEMPORARY EROSION CONTROL MEASURES NECESSARY TO CONTROL SILTATION.
9. THE USE OF THE TEMPORARY EROSION CONTROL MEASURE SHOWN ON THIS SHEET WILL ONLY BE REQUIRED AND MEASURED FOR SEPARATE PAYMENT WHEN AN APPROPRIATE PAY ITEM IS INCLUDED IN THE BID SCHEDULE OF THE PROPOSAL.
10. RIPRAP AND TEMPORARY SILT FENCE, USED IN CONJUNCTION WITH TYPE B SILT BASINS AS SHOWN BY THE DETAILS ON THIS SHEET, WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THEIR COST SHALL BE INCLUDED IN THE PRICE BID FOR TYPE B SILT BASIN.

** RISER REQUIRED WHERE MINIMUM "D" DIMENSION IS EXCEEDED. LENGTH OF RISER IS EQUAL TO THE AMOUNT THAT MINIMUM "D" DIMENSION IS EXCEEDED.

† COUPLING RODS TO BE 1/2" DIAMETER MINIMUM WITH LUGS.

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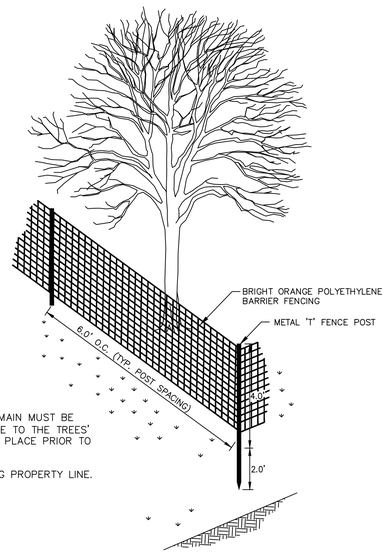
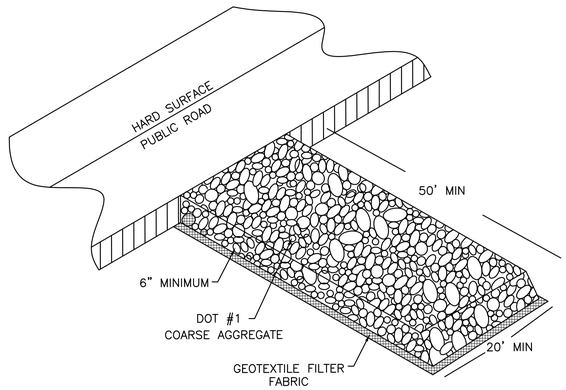
OXFORD, LAFAYETTE COUNTY, MISSISSIPPI



2

TREE PROTECTION DETAIL

N.T.S.



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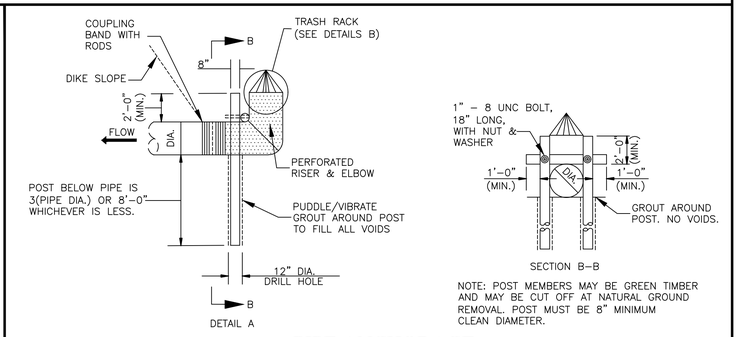
GRAVEL CONSTRUCTION ENTRANCE

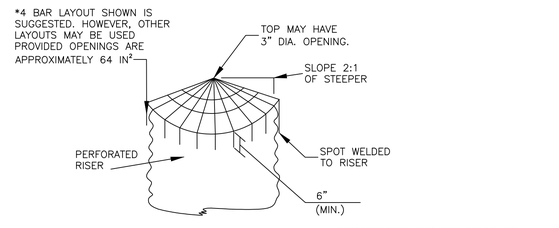
N.T.S.



4

PIPE ANCHORAGE

N.T.S.



5

TRASH RACK INSTALLATION

N.T.S.

EROSION CONTROL

N.T.S.

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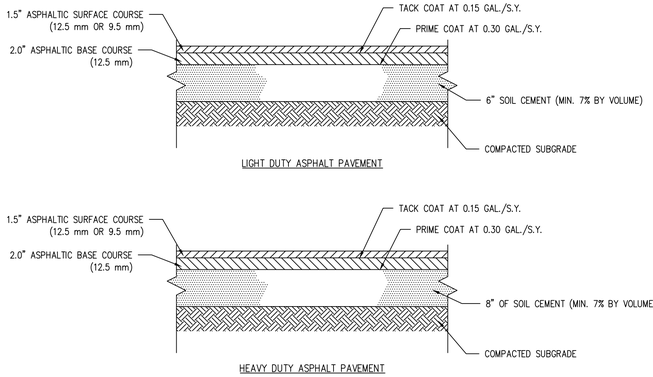


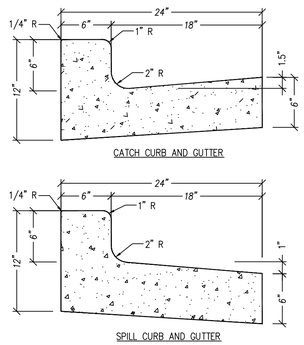
FLXIBLE PAVEMENT

N.T.S.

1

NOTES:

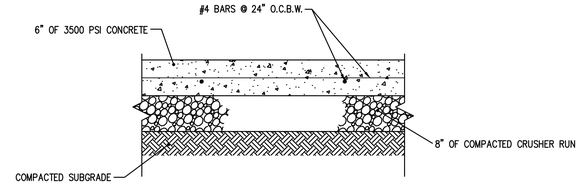
- CONTROL JOINTS REQUIRED AT 10' O.C.
- EXPANSION JOINTS REQUIRED AT 30' O.C. (MAX) AND AT ALL RADIUS RETURNS UNLESS DIRECTED OTHERWISE BY THE ENGINEER.
- 1/2" PREMOLDED JOINT FILLER REQUIRED AT ALL EXPANSION JOINTS



COMBINATION CURB & GUTTER

N.T.S.

2



CONCRETE DUMPSTER APPROACH

N.T.S.

3

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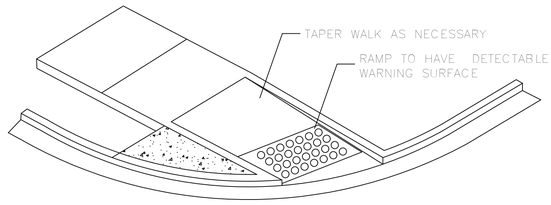
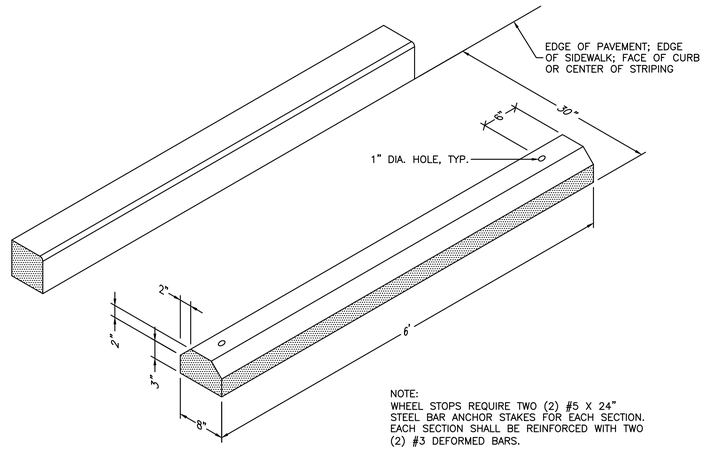


PEDESTRIAN RAMP DETAIL (TYPE 1)

N.T.S.

4

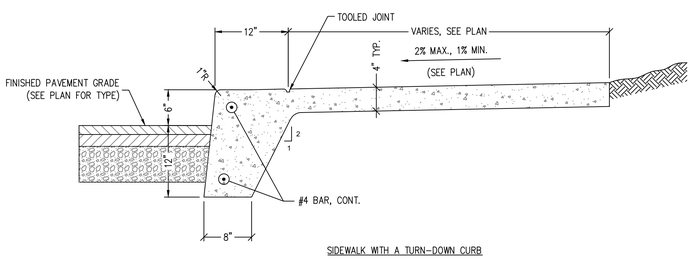


NOTE:
WHEEL STOPS REQUIRE TWO (2) #5 X 24" STEEL BAR ANCHOR STAKES FOR EACH SECTION. EACH SECTION SHALL BE REINFORCED WITH TWO (2) #3 DEFORMED BARS.

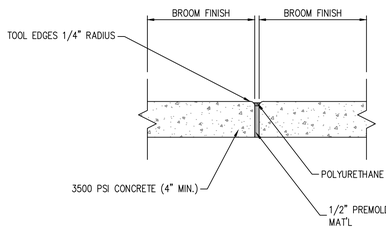
PRECAST CONCRETE WHEEL STOP

N.T.S.

5



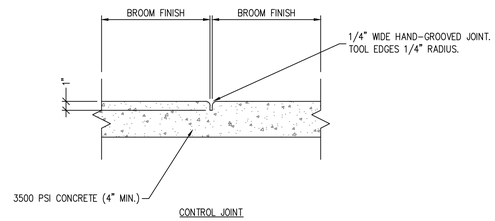
SIDEWALK WITH A TURN-DOWN CURB



EXPANSION JOINT

NOTE:

USE 3500 PSI CONCRETE.
PROVIDE CONTROL JOINTS AT 5' CENTERS.
PROVIDE EXPANSION JOINTS AT 30' CENTERS AND WHERE SIDEWALKS ABUT RIGID MATERIAL.



CONTROL JOINT

SIDEWALK DETAILS

N.T.S.

6

DETAILS
FOR
NORTH MISSISSIPPI RURAL LEGAL SERVICES
OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

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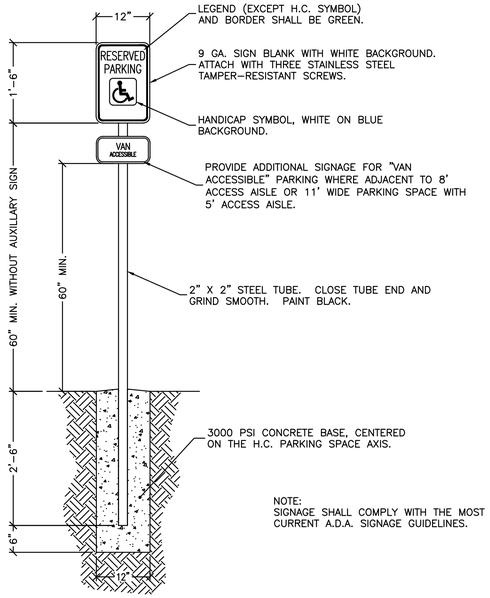

1 ACCESSIBLE PARKING SIGN
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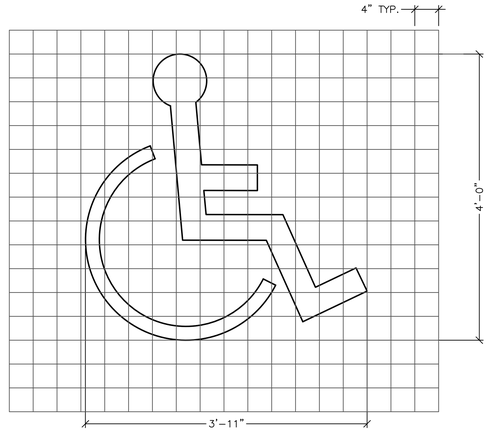

2 PAINTED ACCESSIBLE PARKING SYMBOL
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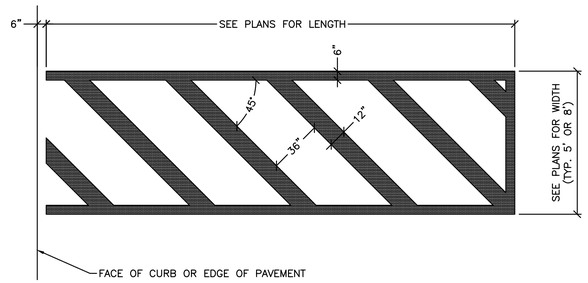
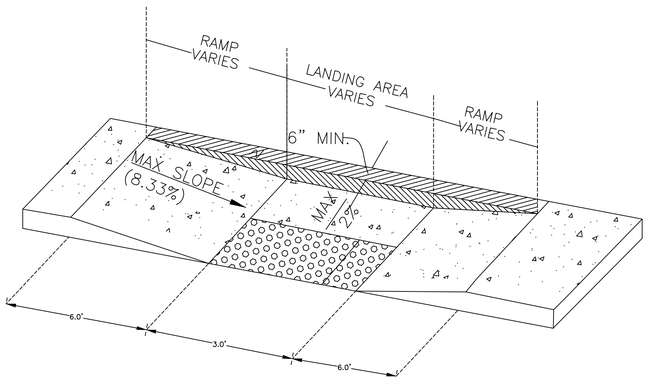
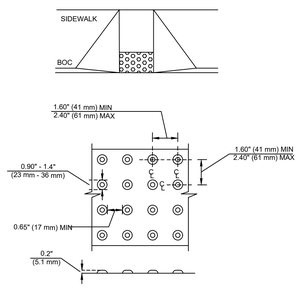


NOTE: CONTRACTOR SHALL USE THIS TYPICAL STRIPING STANDARD FOR STRIPED ISLANDS AS WELL.

3 ACCESSIBLE PARKING AISLE MARKING
N.T.S.



4 HANDICAP RAMP
N.T.S.



5 A.D.A. DETECTABLE WARNING SURFACE DETAIL
N.T.S.

HANDICAP ACCESSIBLE DETAILS
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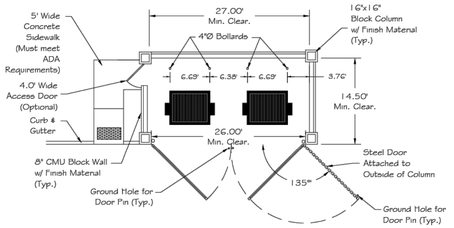

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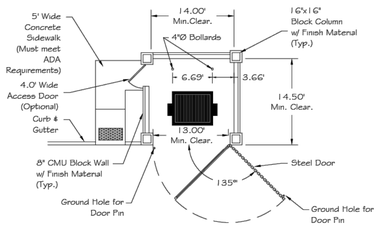
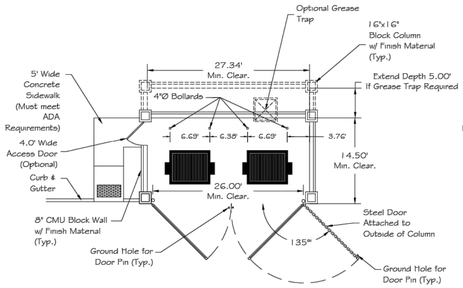
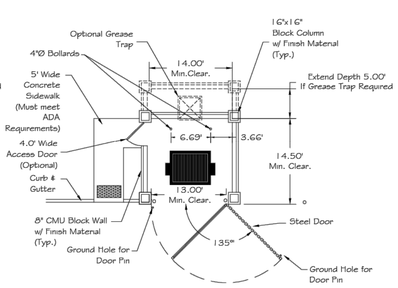


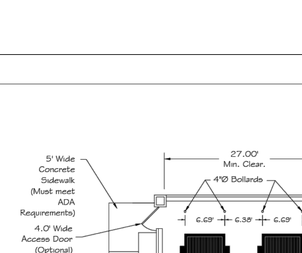
SINGLE ENCLOSURE – SIDE ENTRY



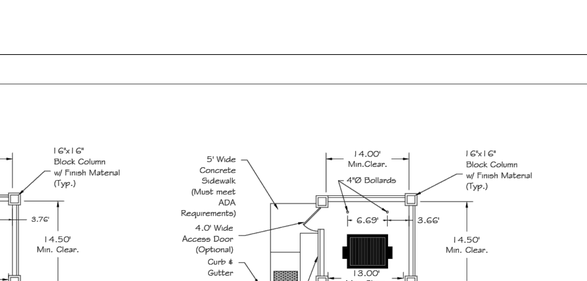
DOUBLE ENCLOSURE – FRONT ENTRY



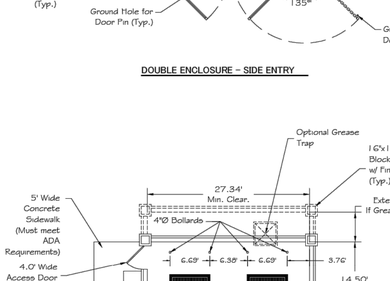
SINGLE ENCLOSURE – FRONT ENTRY



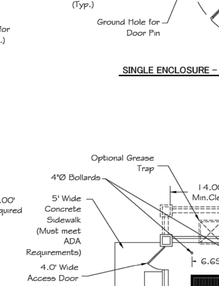
ACCESS DOOR DETAIL
(OPTIONAL)



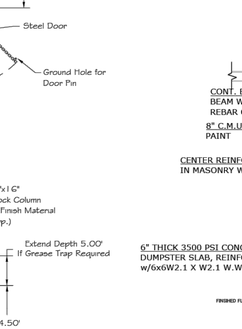
DOUBLE ENCLOSURE GATE DETAIL



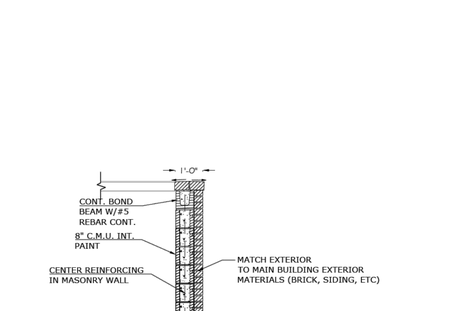
SINGLE ENCLOSURE GATE DETAIL



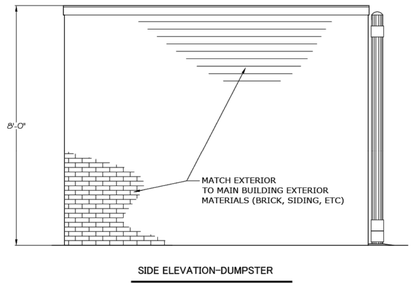
DUMPSTER GATE POST FOOTING



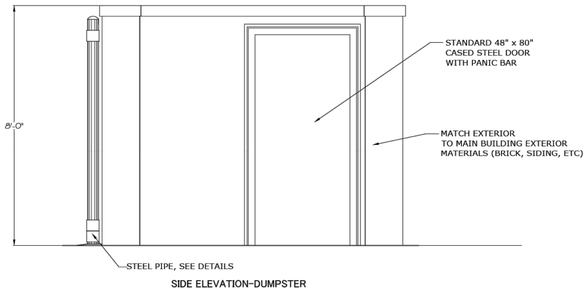
BOLLARD DETAIL



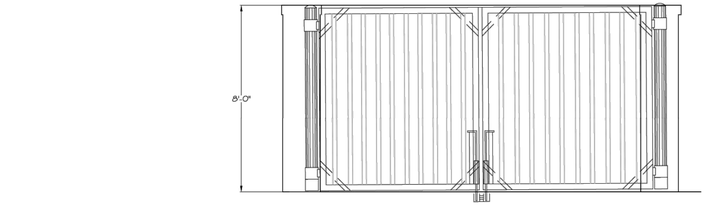
SECTION @ DUMPSTER ENCLOSURE WALL



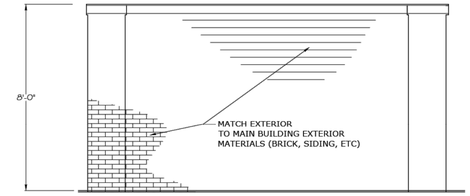
SIDE ELEVATION–DUMPSTER



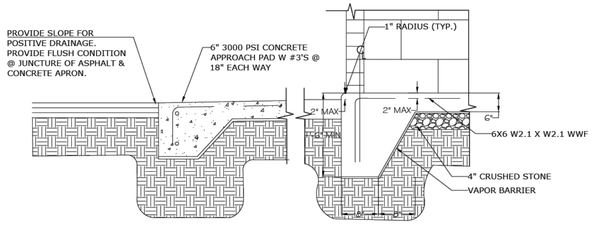
SIDE ELEVATION–DUMPSTER



FRONT ELEVATION–DUMPSTER



REAR ELEVATION–DUMPSTER



ENCLOSURE SLAB EDGE

NOTE:

DUMPSTER ENCLOSURE DETAIL PROVIDED BY THE CITY OF OXFORD AS A GUIDELINE FOR CONSTRUCTION ONLY. DUMPSTER ENCLOSURE SHALL BE SIZED PER SITE PLAN.

DUMPSTER ENCLOSURE DETAILS

N.T.S.

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CIVIL • CONSULTING • GEO
EST. 1976
LAND SURVEYORS
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PHONE: (662) 234-8539
WEB SITE: PECORPMS.COM
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REVISIONS:

NO.	DATE	DESCRIPTION	BY

DETAILS
FOR
NORTH MISSISSIPPI RURAL LEGAL SERVICES
OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY:	CB		02.17.2025
CHECKED BY:	PK		AS NOTED
PROJECT NO.:	24051		

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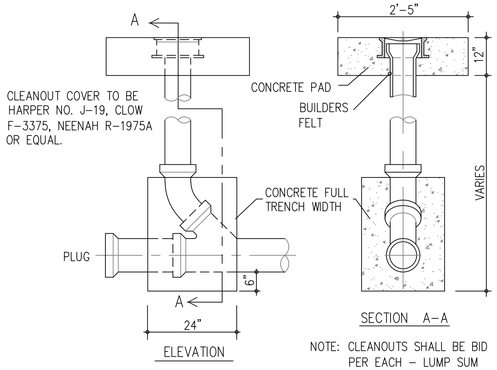


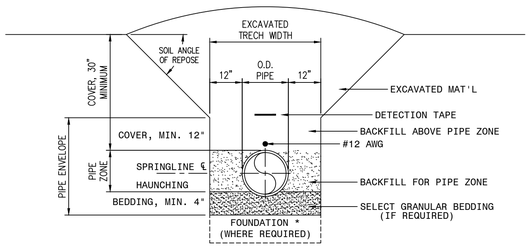
NOTE: CLEANOUTS SHALL BE BID PER EACH – LUMP SUM

TYPICAL SANITARY SEWER CLEANOUT

N.T.S.

1

TRENCH EXCAVATION AND SHORING SHALL BE IN STRICT ACCORDANCE WITH OSHA STANDARD 1926-606, SUBPART P, EXCAVATIONS, TRENCHING AND SHORING, 29 CFR Ch. XVII (7-1-89) EDITION, AND OSHA REVISED RULE 2226, EXCAVATIONS (LATEST REVISION).



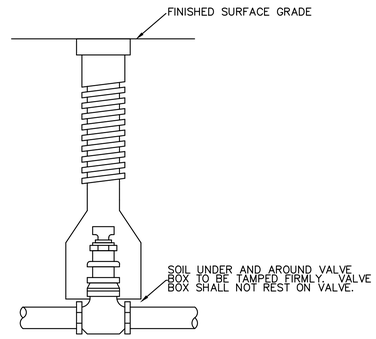
* SEE TECHNICAL SPECIFICATIONS

SOIL TYPE	ANGLE OF REPOSE
LIMEROCK, CEMENTED SAND AND SHELL OR SAND & GRAVEL	90°
COMPACTED ANGULAR GRAVELS, SHALE OR SHELL	60°
SANDY CLAY SOILS (AVERAGE)	45°
COMPACTED SHARP SAND	33.5°
ROUNDED LOOSE SAND	26.5°

TYPICAL UTILITY TRENCH BACKFILL THROUGH UNPAVED AREAS

N.T.S.

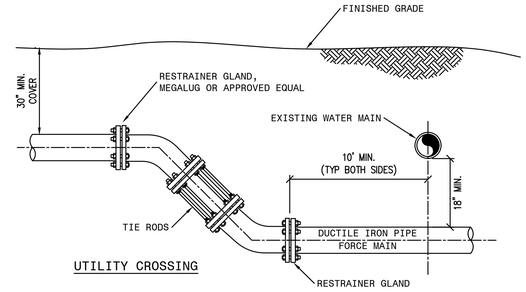
2



VALVE AND BOX ASSEMBLY

N.T.S.

3



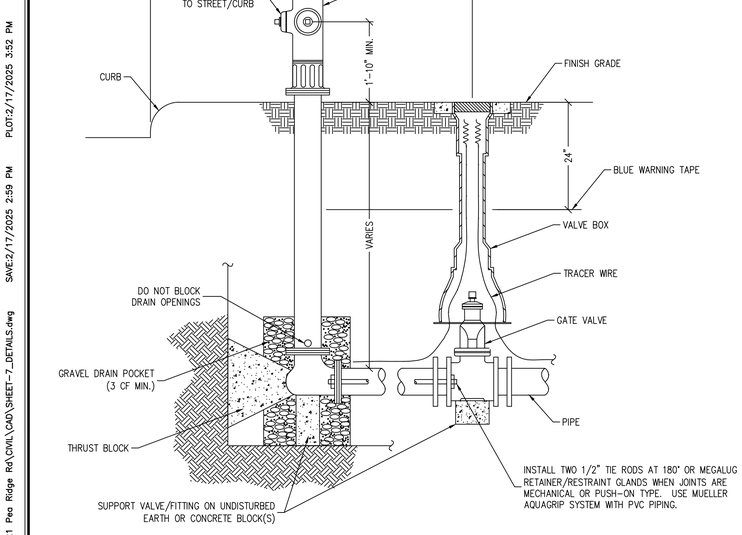
UTILITY CROSSING

NOTE: TIE RODS SHALL MEET OR EXCEED THE MATERIAL REQUIREMENTS OF ANSI/AWWA C111/A21.1

TYPICAL UTILITY CONFLICT

N.T.S.

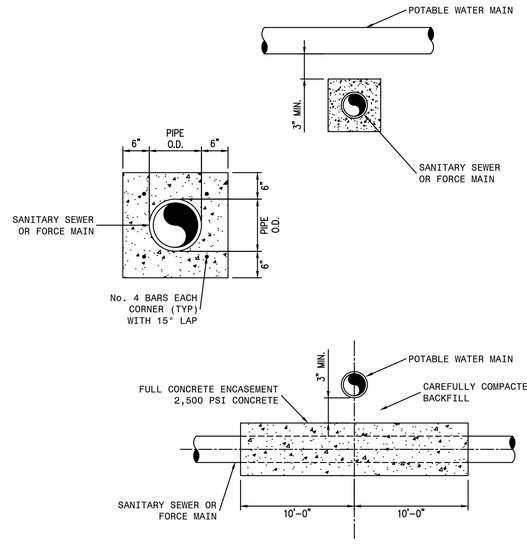
4



FIRE HYDRANT ASSEMBLY

N.T.S.

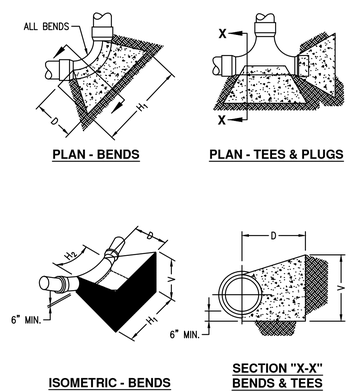
5



UTILITY CONFLICT - CONCRETE ENCASEMENT

N.T.S.

6



PLAN - BENDS

PLAN - TEES & PLUGS

ISOMETRIC - BENDS

SECTION "X-X" BENDS & TEES

Pipe Size	90° BEND			
	H_1	H_2	D	V
4"	24"	12"	12"	24"
6"	36"	16"	18"	30"
8"	48"	18"	18"	36"
Pipe Size	45° BEND			
	H_1	H_2	D	V
4"	24"	8"	12"	12"
6"	30"	10"	18"	20"
8"	36"	11"	18"	30"
Pipe Size	22 1/2° BEND			
	H_1	H_2	D	V
4"	12"	8"	12"	12"
6"	18"	10"	18"	18"
8"	27"	11"	18"	20"
Pipe Size	11 1/4° BEND			
	H_1	H_2	D	V
4"	12"	8"	12"	12"
6"	16"	10"	18"	12"
8"	18"	11"	18"	16"
Pipe Size	TEES & PLUGS			
	H_1	H_2	D	V
4"	24"	12"	12"	16"
6"	30"	16"	18"	24"
8"	40"	18"	18"	30"

DIMENSIONS BASED ON SOIL BEARING CAP. OF 1000 PSF & PRESSURE OF 150 PSI (100 PSI + 50% FOR WATER HAMMER).

THRUST BLOCK DIMENSIONS

N.T.S.

7

UTILITY DETAILS

N.T.S.

PRECISION ENGINEERING CORPORATION
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EST. 1976
LAND SURVEYORS

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REVISIONS:

NO.	DATE	DESCRIPTION	BY

DETAILS FOR NORTH MISSISSIPPI RURAL LEGAL SERVICES

OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY:	CB		02.17.2025
CHECKED BY:	PK		AS NOTED
PROJECT NO.:	24051		

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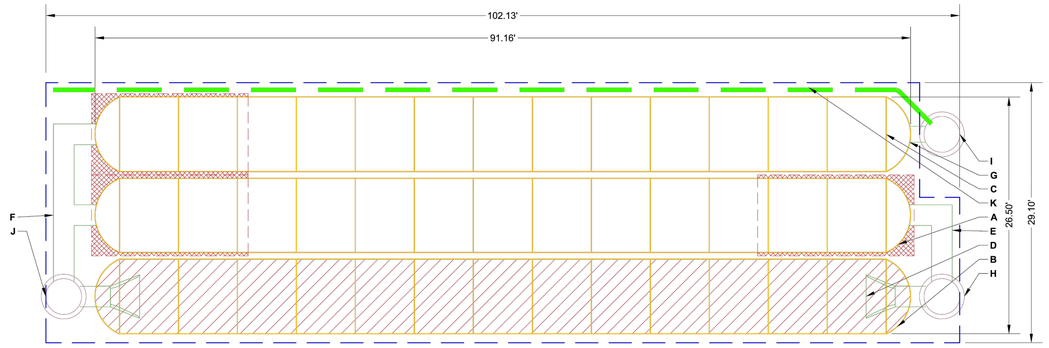
	PROPOSED LAYOUT
39	STORMTECH MC-7200 CHAMBERS
6	STORMTECH MC-7200 END CAPS
12	STONE ABOVE (in)
9	STONE BELOW (in)
40	STONE VOID
12127	INSTALLED SYSTEM VOLUME (CF) (PERIMETER STONE INCLUDED) (COVER STONE INCLUDED) (BASE STONE INCLUDED)
2914	SYSTEM AREA (SF)
262.5	SYSTEM PERIMETER (ft)

PROPOSED ELEVATIONS:	
MAXIMUM ALLOWABLE GRADE (TOP OF PAVEMENT/UNPAVED):	484.75
MINIMUM ALLOWABLE GRADE (UNPAVED WITH TRAFFIC):	480.25
MINIMUM ALLOWABLE GRADE (UNPAVED NO TRAFFIC):	479.75
MINIMUM ALLOWABLE GRADE (TOP OF RIGID CONCRETE PAVEMENT):	479.75
MINIMUM ALLOWABLE GRADE (BASE OF FLEXIBLE PAVEMENT):	479.75
TOP OF STONE:	478.75
TOP OF MC-7200 CHAMBER:	477.75
24" x 24" TOP MANIFOLD INVERT:	474.67
24" x 24" TOP MANIFOLD INVERT:	474.67
24" ISOLATOR ROW PLUS INVERT:	472.94
24" ISOLATOR ROW PLUS INVERT:	472.94
18" BOTTOM CONNECTION INVERT:	472.91
BOTTOM OF MC-7200 CHAMBER:	472.75
UNDERDRAIN INVERT:	472.00
BOTTOM OF STONE:	472.00

*INVERT ABOVE BASE OF CHAMBER

PART TYPE	ITEM ON LAYOUT	DESCRIPTION	INVERT*	MAX FLOW
PREFABRICATED END CAP	A	24" TOP PARTIAL CUT END CAP, PART#: MC7200IEPP24T / TYP OF ALL 24" TOP CONNECTIONS	23.05"	
PREFABRICATED END CAP	B	24" BOTTOM PARTIAL CUT END CAP, PART#: MC7200IEPP24B / TYP OF ALL 24" BOTTOM CONNECTIONS AND ISOLATOR PLUS ROWS	2.26"	
PREFABRICATED END CAP	C	18" BOTTOM PARTIAL CUT END CAP, PART#: MC7200IEPP18B / TYP OF ALL 18" BOTTOM CONNECTIONS	1.97"	
FLAMP	D	INSTALL FLAMP ON 24" ACCESS PIPE / PART#: MCFLAMP (TYP 2 PLACES)		
MANIFOLD	E	24" x 24" TOP MANIFOLD, ADS N-12	23.05"	
MANIFOLD	F	24" x 24" TOP MANIFOLD, ADS N-12	23.05"	
PIPE CONNECTION	G	18" BOTTOM CONNECTION	1.97"	
CONCRETE STRUCTURE	H	(DESIGN BY ENGINEER / PROVIDED BY OTHERS)		9.5 CFS IN
CONCRETE STRUCTURE	I	OCS (DESIGN BY ENGINEER / PROVIDED BY OTHERS)		4.0 CFS OUT
CONCRETE STRUCTURE	J	(DESIGN BY ENGINEER / PROVIDED BY OTHERS)		19.0 CFS IN
UNDERDRAIN	K	6" ADS N-12 DUAL WALL PERFORATED HDPE UNDERDRAIN		



ISOLATOR ROW PLUS
(SEE DETAIL)

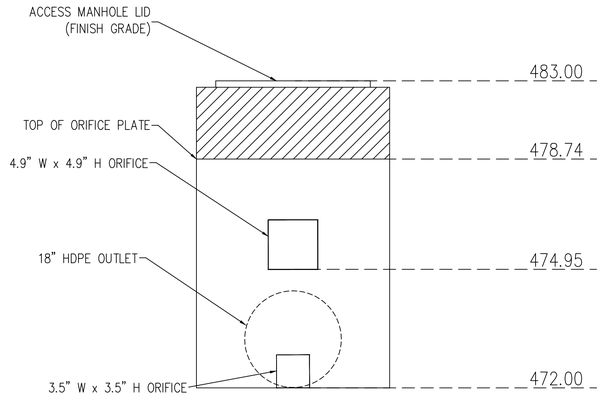
PLACE MINIMUM 17.50' OF ADSPLUS125 WOVEN GEOTEXTILE OVER BEDDING STONE AND UNDERNEATH CHAMBER FEET FOR SCOUR PROTECTION AT ALL CHAMBER INLET ROWS

BED LIMITS

NOTES
- THE SITE DESIGN ENGINEER MUST REVIEW ELEVATIONS AND IF NECESSARY ADJUST GRADING TO ENSURE THE CHAMBER COVER REQUIREMENTS ARE MET.
- **NOT FOR CONSTRUCTION**: THIS LAYOUT IS FOR DIMENSIONAL PURPOSES ONLY TO PROVE CONCEPT & THE REQUIRED STORAGE VOLUME CAN BE ACHIEVED ON SITE.

SHEET 2 OF 5

STORMTECH 7200 CHAMBERS
N.T.S.



WEIR PLATE DETAIL
N.T.S.

STORMWATER DETENTION DETAILS
N.T.S.

NM LEGAL SERVICES
OXFORD, MS, USA
DATE: 02/14/2025 DRAWN: NN
PROJECT #: CHECKED: N/A

StormTech®
Chamber System
1-800-821-6710 | WWW.STORMTECH.COM

4640 TRUEMAN BLVD
HILLIARD, OH 43026
1-800-733-7473

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DATE	DRW	CHK	DESCRIPTION

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EST. 1976
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LAND SURVEYORS

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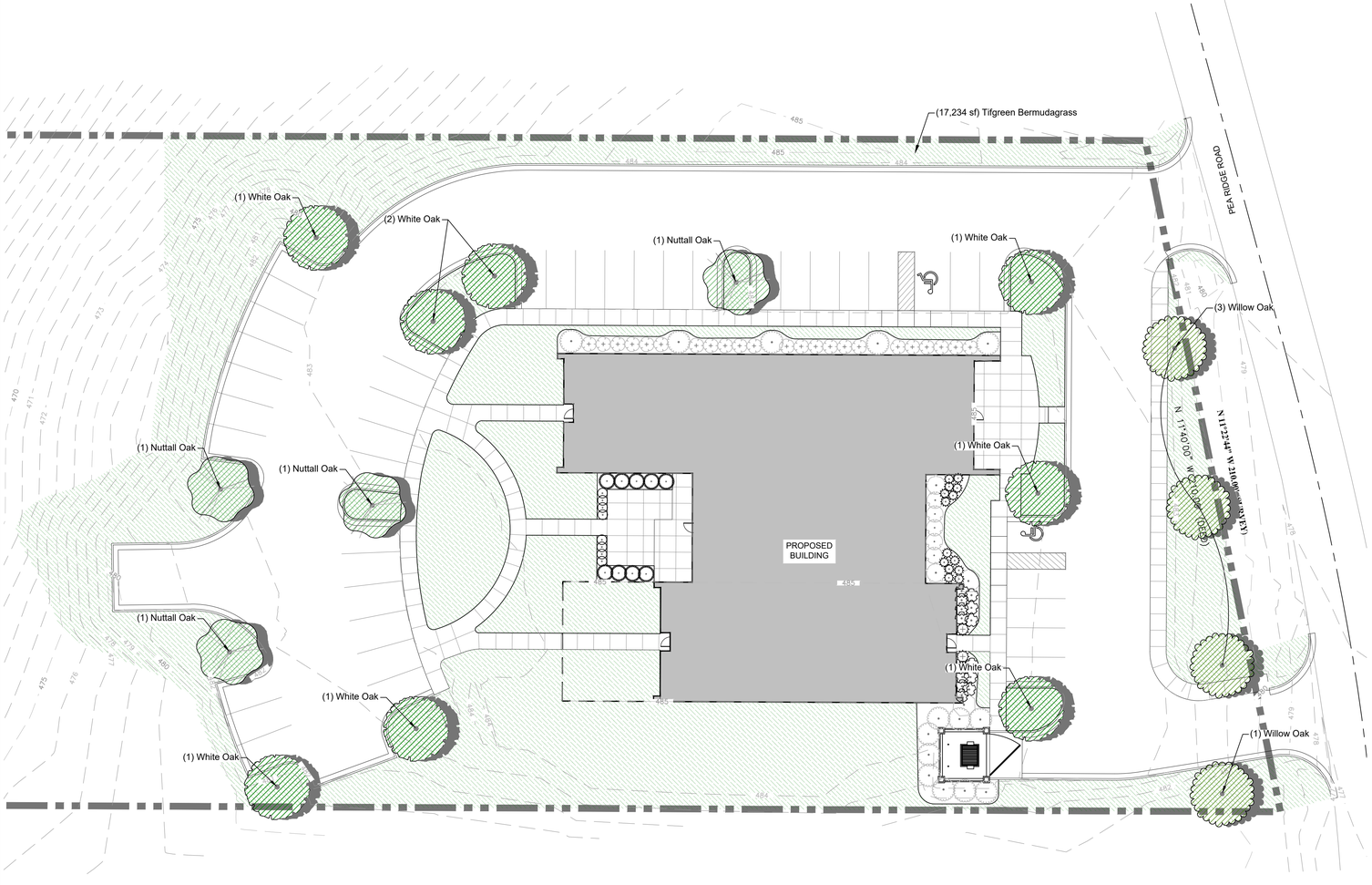
PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY
PARKING LOT TREES						
	QA2	Quercus alba / White Oak	B&B	2" Cal	10`-12` H, 4`-5` W	8
	QN	Quercus nuttallii / Nuttall Oak	B&B	2" Cal	10`-12` H, 3`-4` W	4
	QP2	Quercus phellos / Willow Oak	B&B	2" Cal.	12`-13` H, 3`-4` W	4
SYMBOL	**CODE**	**BOTANICAL / COMMON NAME**	**SIZE**			**QTY**
GROUND COVERS						
	CT	Cynodon x 'Tifton 328' / Tifgreen Bermudagrass	sod			25,862 sf



CITY OF OXFORD,MS LANDSCAPE REQUIREMENTS

5.3.3.6.A. - i. TYPES OF ISLANDS:
ii. **Mid Bay Islands.** One island, not less than 9' wide and 18' long, measured from back of curb, shall be installed for each 100 lineal feet of parking area and shall cap ends of rows and landscaped according to landscape standards (See Sec. 5.7) *SEE PLAN*

5.3.3.6.b Landscaping of Parking Islands.
i. Parking Island Trees. Required parking lot islands shall contain a minimum of one large, shade or canopy tree per island. Tree placement shall be designed so that, at the maturity of 10 years, the minimum tree canopy coverage of all parking spaces will be 40 percent. Trees may be selected from a list approved by the Oxford Tree Board (See Appendix) and shall have a caliper of two inches or greater. Each tree planting area shall have a three-foot depth of quality, root growing soil. *SEE PLAN*

ii. Landscaped areas shall be at least 75 percent covered with grass or another surface approved by the Director or their designee. Planting shall be established prior to building occupancy. *SEE PLANS*

c.iii. Specific Standards for Parking Lots Based on Number of Spaces: In parking lots of 20 or more spaces, a parking island of 100 square feet or larger 1 tree must be provided every 10 parking spaces. Additional permeable area may be required by the city if necessary to ensure adequate growth of trees. *SEE PLANS*

5.5.4.b Outside Storage and Waste Disposal Areas. Trash containers and waste oil and grease containers must be visually screened on all sides including gates. Combinations of berms, landscaping, walls, fences and buildings shall be used to screen containers and enclosures. Screening shall be at least two feet taller than the container. *SEE PLAN FOR EVERGREEN SCREEN*

5.7.1 Landscape Plan Required. A landscape plan is required at time of site plan review for all site plans, subdivisions, and master planned developments. The landscape plan shall be prepared by a qualified professional landscape architect or landscape designer, or certified arborist and shall contain the information specified in the Appendix. *SEE PLAN - PLA #738*

5.7.2 Compliance with Approved Landscaping Plan.

5.7.2.1 No building permit shall be issued unless the submitted landscape plan complies with the provisions of this ordinance. Standards for installation and maintenance of landscaping are located in the Appendix.

5.7.2.2 A certificate of occupancy shall not be permitted until required landscaping is complete and/ or provision has been made to provide financial surety for completion of the required landscaping.

5.7.3 Site Landscaping Requirements.

5.7.4.1 A minimum of 15% of the pervious surface of the lot shall be landscaped with trees and shrubs.

5.7.4.2 Additional landscaped area may be in the form of green areas, foundation plantings around buildings and structures, or additional front setback landscaping. *SEE PLANS*

5.7.4.4 At a minimum, all additional landscaped areas shall be completely covered with live turf or ground cover, or seasonal seeding.
TURF AREA PROVIDED WHERE PLANTING BED IS NOT

5.7.4.6 If landscape mulch made of organic materials (such as wood) is to be used, it must be placed at least two (2) feet from the edge of a building. Landscape rock or other similar material may be placed next to the building.

5.7.4.7 Frontage trees must be planted along all public streets at the rate of 1 large tree every 50 feet, or 1 small tree every 35 feet.
211 LF FRONTAGE/50 = 4 FRONTAGE TREES (4 TREES PLANTED)

5.7.4.8 A foundation planting plan must be included in the landscaping plan for any development proposal.
FOUNDATION PLANTING PROVIDED FOR ALL BUILDINGS.

5.7.5 Landscaping in Right of way. Owners may landscape and maintain the area within the non-paved street right-of-way abutting their land upon receipt of an approved permit from the City Engineer. *NO R.O.W. PLANTING PROPOSED*

5.7.8.1 Grading. Areas of natural vegetation along property lines should be preserved wherever possible and incorporated into the site's overall landscape design.

5.7.8.2 Slope. Transitions of grades between adjacent property ownerships should be as smooth as practical and in no event shall exceed a slope of greater than 3:1 rise to run.

TREE PLANTING NOTES:

1. ALL LANDSCAPING SHALL FOLLOW THE GUIDELINES AS SET FORTH BY THE LANDSCAPE ORDINANCE OF THE CITY OF OXFORD, MS.
2. LANDSCAPE PLANS INDICATE FRONTAGE TREES.
3. ADDITIONAL LANDSCAPE PLANS WILL BE SUBMITTED FOR APPROVAL WITH THE DEVELOPMENT OF THE PROPERTY AND WILL INCLUDE DETAILED PLANTING PLANS ASSOCIATED WITH DEVELOPMENT THROUGHOUT THE SITE. THE INTENT OF THIS PLAN IS TO SATISFY THE CITY OF OXFORD LANDSCAPE REQUIREMENTS ONLY FOR THIS PHASE OF WORK.
4. TREE LOCATIONS INDICATED ARE BASED ON SPACING AS REQUIRED BY THE CITY OF OXFORD LANDSCAPE REQUIREMENTS. FIELD ADJUSTMENTS MAY BE NECESSARY AS TO NOT CONFLICT WITH UTILITIES, OVERHEAD SITE LIGHTING, AND OTHER RELATED ELEMENTS. ANY CHANGES WILL NEED PRIOR APPROVAL BY THE ENGINEER.
5. CONTRACTOR IS TO IDENTIFY AND CLEARLY MARK ALL UTILITIES PRIOR TO WORK. TREES ARE NOT TO BE PLANTED IN LOCATIONS AS TO CONFLICT WITH UTILITIES. ANY DAMAGE TO UTILITIES SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR OR REPLACE AT NO ADDITIONAL COST TO THE OWNER.
6. CONTRACTOR SHALL ENSURE ALL REQUIRED TREES ARE LOCATED OUTSIDE OF EXISTING UTILITY EASEMENT.
7. ALL CANOPY TREES LOCATED WITHIN VEHICULAR USE AREAS AND ALONG WALKWAYS SHALL BE LIMBED UP TO A HEIGHT OF 6' TO ALLOW FOR CLEAR VIEWS AND MOVEMENT UNDER TREES.
8. VERIFY ALL QUANTITIES ON SITE TO BE CERTAIN PLANTS FILL THE AREA TO BE LANDSCAPED PRIOR TO INSTALLATION.
9. ALL MATERIALS ARE TO BE INSPECTED AND APPROVED ON SITE BY THE LANDSCAPE ARCHITECT PRIOR TO ANY INSTALLATION. A TWO DAY NOTICE IS TO BE GIVEN OF WHEN PLANT MATERIAL WILL BE STAGED ON-SITE.
10. ALL WORK UNDER THIS CONTRACT WILL BE WARRANTIED BY THE LANDSCAPE CONTRACTOR TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP, FOR A PERIOD OF ONE CALENDAR YEAR OF ONE FULL GROWING SEASON.
11. CONTRACTOR IS RESPONSIBLE FOR WATERING, WEEDING, PRUNING, AND OTHER MAINTENANCE REQUIRED FOR SCOPE OF PROJECT DURING THIS WARRANTY PERIOD OF ONE CALENDAR YEAR OR ONE FULL GROWING SEASON.
12. THIS ONE YEAR PERIOD WILL BEGIN FROM THE DATE OF FINAL ACCEPTANCE BY THE OWNER, EXCEPT AS OTHERWISE AGREED IN WRITING BY ALL PARTIES TO THE CONTRACT.
13. THEFT, VIOLENT WEATHER, AND DROUGHT DAMAGE ARE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR, UNTIL FINAL COMPLETION IS GIVEN.
14. CONTRACTOR IS RESPONSIBLE FOR REPLACING ALL PLANT MATERIAL THAT DIES WITHIN ONE YEAR AFTER PLANTING WITH PLANT MATERIAL OF THE REQUIRED SIZE WITHIN THIRTY DAYS OF THE PLANT MATERIAL'S DEATH. THIS PERIOD MAY BE EXTENDED IS WEATHER CONDITIONS INHIBIT INSTALLATION OF NEW PLANT MATERIALS.
15. CONSTRUCT MULCH RINGS AROUND THE BASE OF ALL INDIVIDUAL PLANTINGS IN LAWN AREAS TO A WIDTH OF 5' DIA. AROUND TREES.
16. GRASSING (SOLID SOD AND PERMANENT SEEDING) IS REQUIRED FOR ALL AREAS DISTURBED AS A RESULT OF CONSTRUCTION PROCEDURES.
17. PRIOR TO THE ISSUANCE OF ANY PERMITS (SITE DISTURBANCE, ETC.) THE CITY OF OXFORD PLANNING DEPT WILL REQUIRE A TIMELINE WITH ANTICIPATED COMPLETION STEPS TO REACH FINAL SITE RESTORATION AND PLANTING. THE ESTABLISHMENT OF PERMANENT GRASS COVERAGE IS TO FOLLOW IMMEDIATELY UPON COMPLETION OF GRADING, REGARDLESS OF SEASON. IF ENTIRE SITE CANNOT BE DONE IN A REASONABLE TIMEFRAME, CONTRACTOR IS TO ESTABLISH PERMANENT GRASS COVERAGE IN STAGES SO FIRST STAGE IS REPLANTED AND RECOVERING WHILE WORK COMMENCES ON THE NEXT STAGE.
18. ALL AREAS NOT TO RECEIVE PERMANENT SURFACE TREATMENT SHALL BE SEEDED AND FERTILIZED IN ACCORDANCE WITH THE MISSISSIPPI STANDARDS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION, 2004 ED. APPLICATION RATES AND SCHEDULES SET FORTH IN THOSE SPECIFICATIONS SHALL APPLY TO ENSURE THAT 100" COVERAGE OF GRASS IS ESTABLISHED.
19. TREES MUST BE ADEQUATELY SUPPORTED, WHEN NECESSARY, TO INSURE PROPER GROWTH; AND SUPPORT REMOVED WHEN THE TREES ARE ESTABLISHED, AT THE DIRECTION OF THE PLANNING DEPARTMENT.
20. ALL LANDSCAPING SOIL AND FILL MUST BE MAINTAINED AND REASONABLY FREE FROM WEEDS, REFUSE, AND DEBRIS AT ALL TIMES.

1 LANDSCAPE - TREE PLANTING PLAN
SCALE: 1" = 20'

0 20' 40'
Scale: 1"=20'-0"

PRECISION ENGINEERING CORPORATION
CIVIL • CONSULTING • GEO
EST. 1976
LAND SURVEYORS
EMAIL: OXFORD@PECORPMS.COM
PHONE: (662) 234-8539
WEB SITE: PECORPMS.COM
FAX: (662) 234-8639

REVISIONS:

NO.	DATE	DESCRIPTION	BY

LANDSCAPE - MASTER PLAN
FOR
NORTH MISSISSIPPI RURAL LEGAL SERVICES
OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY:	CB		02.17.2025
CHECKED BY:	PK		AS NOTED
PROJECT NO.:	24051		

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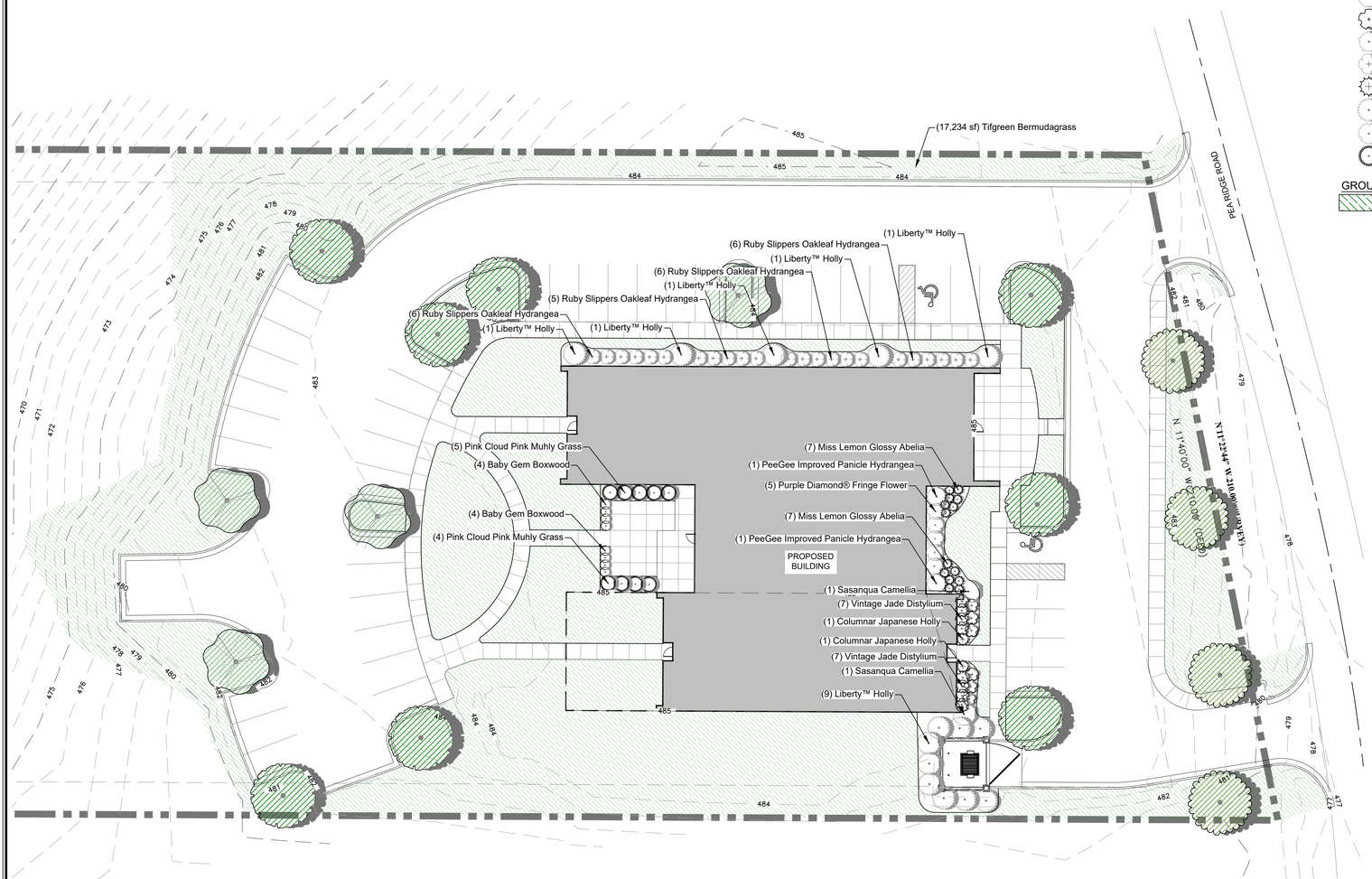

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY
PARKING LOT TREES						
	QA2	Quercus alba / White Oak	B&B	2" Cal	10`-12` H, 4`-5` W	8
	QN	Quercus nuttallii / Nuttall Oak	B&B	2" Cal	10`-12` H, 3`-4` W	4
	QP2	Quercus phellos / Willow Oak	2" Cal.	B&B	12`-13` H, 3`-4` W	3

SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
SHRUBS				
	AM	Abelia x grandiflora 'Hopleys' TM / Miss Lemon Glossy Abelia	3 gal.	14
	BB	Buxus microphylla japonica 'Gregem' TM / Baby Gem Boxwood	3 gal.	8
	CS	Camellia sasanqua / Sasanqua Camellia	3 gal.	2
	DV	Distylium x 'Vintage Jade' / Vintage Jade Distylium	3 gal.	14
	HYD PEE	Hydrangea paniculata 'PeeGee Improved' / PeeGee Improved Panicle Hydrangea	5 gal.	2
	HR	Hydrangea quercifolia 'Ruby Slippers' / Ruby Slippers Oakleaf Hydrangea	5 gal.	23
	ILE ECR	Ilex crenata 'Fastigiata' / Columnar Japanese Holly	3 gal.	2
	IL	Ilex x 'Conty' / Liberty™ Holly	3 gal.	14
	LS2	Loropetalum chinense rubrum 'Shang-hi' / Purple Diamond® Fringe Flower	3 gal.	5
	MP	Muhlenbergia capillaris 'Pink Cloud' / Pink Cloud Pink Muhly Grass	3 gal.	9
GROUND COVERS				
	CT	Cynodon x 'Tifton 328' / Tifgreen Bermudagrass	sod	25,862 sf

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14. CONSTRUCT MULCH RINGS AROUND THE BASE OF ALL INDIVIDUAL PLANTINGS IN LAWN AREAS TO A WIDTH OF 5' DIA. AROUND TREES.
15. ALL PLANTINGS TO BE MULCHED WITH PINE STRAW MULCHING MATERIAL, UNLESS OTHERWISE NOTED. INSTALL 4 INCH DEEP IN SHRUB AND GROUNDCOVER PLANTINGS AND 3-4" DEEP AT TREES AND PIT PLANTINGS AND CONTINUOUS MULCH ZONES.
16. GRASSING (SOLID SOD AND PERMANENT SEEDING) IS REQUIRED FOR ALL AREAS DISTURBED AS A RESULT OF CONSTRUCTION PROCEDURES.
17. PRIOR TO THE ISSUANCE OF ANY PERMITS (SITE DISTURBANCE, ETC.) THE CITY OF OXFORD PLANNING DEPT WILL REQUIRE A TIMELINE WITH ANTICIPATED COMPLETION STEPS TO REACH FINAL SITE RESTORATION AND PLANTING. THE ESTABLISHMENT OF PERMANENT GRASS COVERAGE IS TO FOLLOW IMMEDIATELY UPON COMPLETION OF GRADING, REGARDLESS OF SEASON. IF ENTIRE SITE CANNOT BE DONE IN A REASONABLE TIMEFRAME, CONTRACTOR IS TO ESTABLISH PERMANENT GRASS COVERAGE IN STAGES SO FIRST STAGE IS REPLANTED AND RECOVERING WHILE WORK COMMENCES ON THE NEXT STAGE.
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1 LANDSCAPE - PLANTING PLAN
SCALE: 1" = 20'

0 20' 40'
Scale: 1"=20'-0"

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REVISIONS:

NO.	DATE	DESCRIPTION	BY

LANDSCAPE - PLANTING PLAN
FOR
NORTH MISSISSIPPI RURAL LEGAL SERVICES
OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY:	CB		02.17.2025
CHECKED BY:	PK		AS NOTED
PROJECT NO.:	24051		

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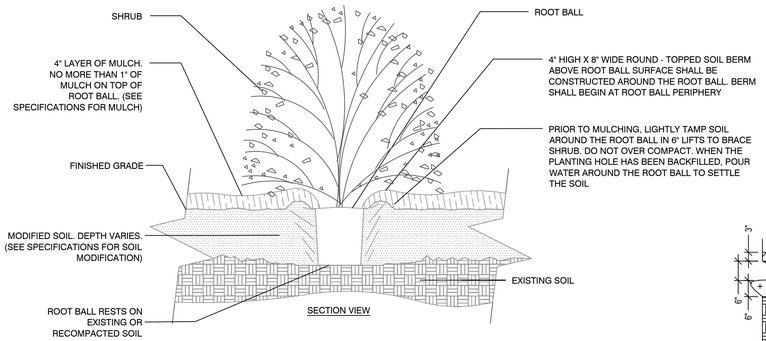
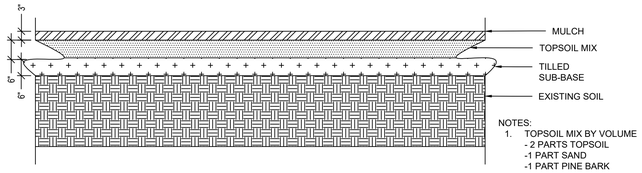


NOTES:
1- SHRUBS SHALL BE OF QUALITY PRESCRIBED IN THE ROOT OBSERVATIONS DETAIL AND SPECIFICATIONS.

2- SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.

1 SHRUB PLANTING DETAIL

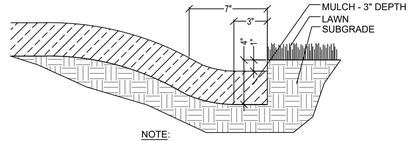
SCALE: N.T.S.



NOTES:
1. TOPSOIL MIX BY VOLUME
- 2 PARTS TOPSOIL
-1 PART SAND
-1 PART PINE BARK

2 PLANTING BED DETAIL

SCALE: N.T.S.

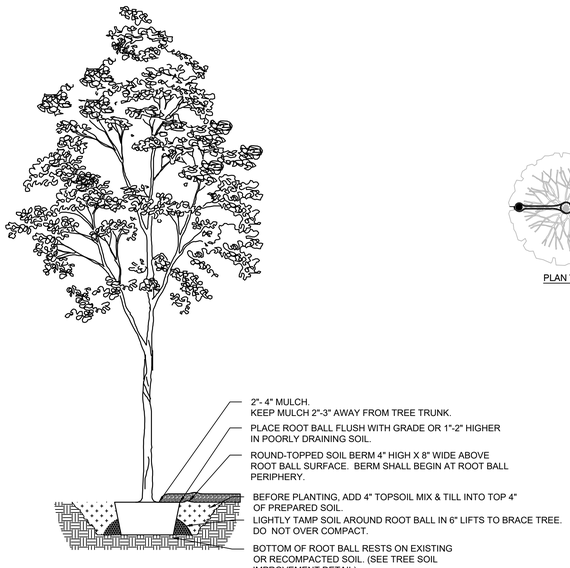


NOTE:

TRENCH EDGE TO BE LOCATED BETWEEN ALL PLANTING BEDS AND LAWN AREAS.

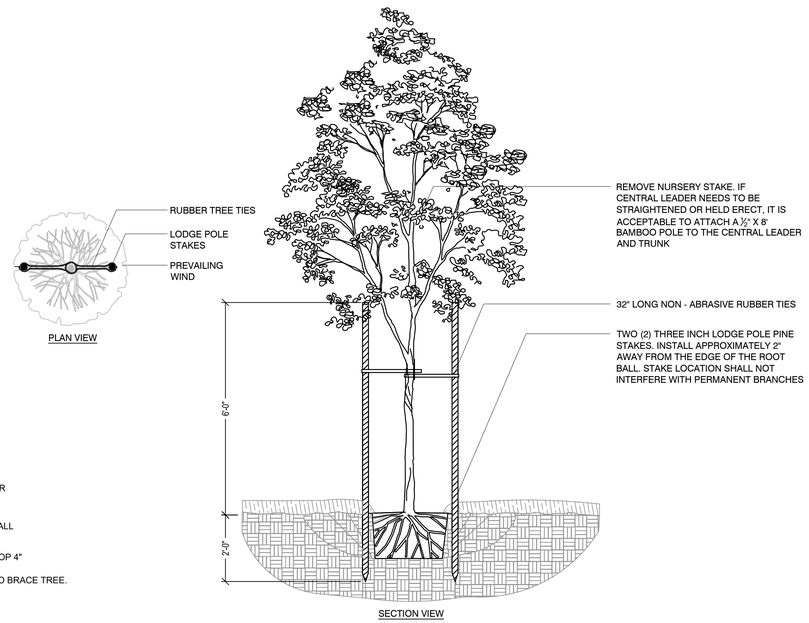
3 PLANTING EDGE DETAIL

SCALE: N.T.S.



4 TREE PLANTING DETAIL

SCALE: N.T.S.



5 TREE STAKING DETAIL

SCALE: N.T.S.

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WEB SITE: PECORPMS.COM
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REVISIONS:

NO.	DATE	DESCRIPTION	BY

LANDSCAPE - DETAILS

FOR

NORTH MISSISSIPPI RURAL LEGAL SERVICES

OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY:	CB		02.17.2025
CHECKED BY:	PK		AS NOTED
PROJECT NO.:	24051		

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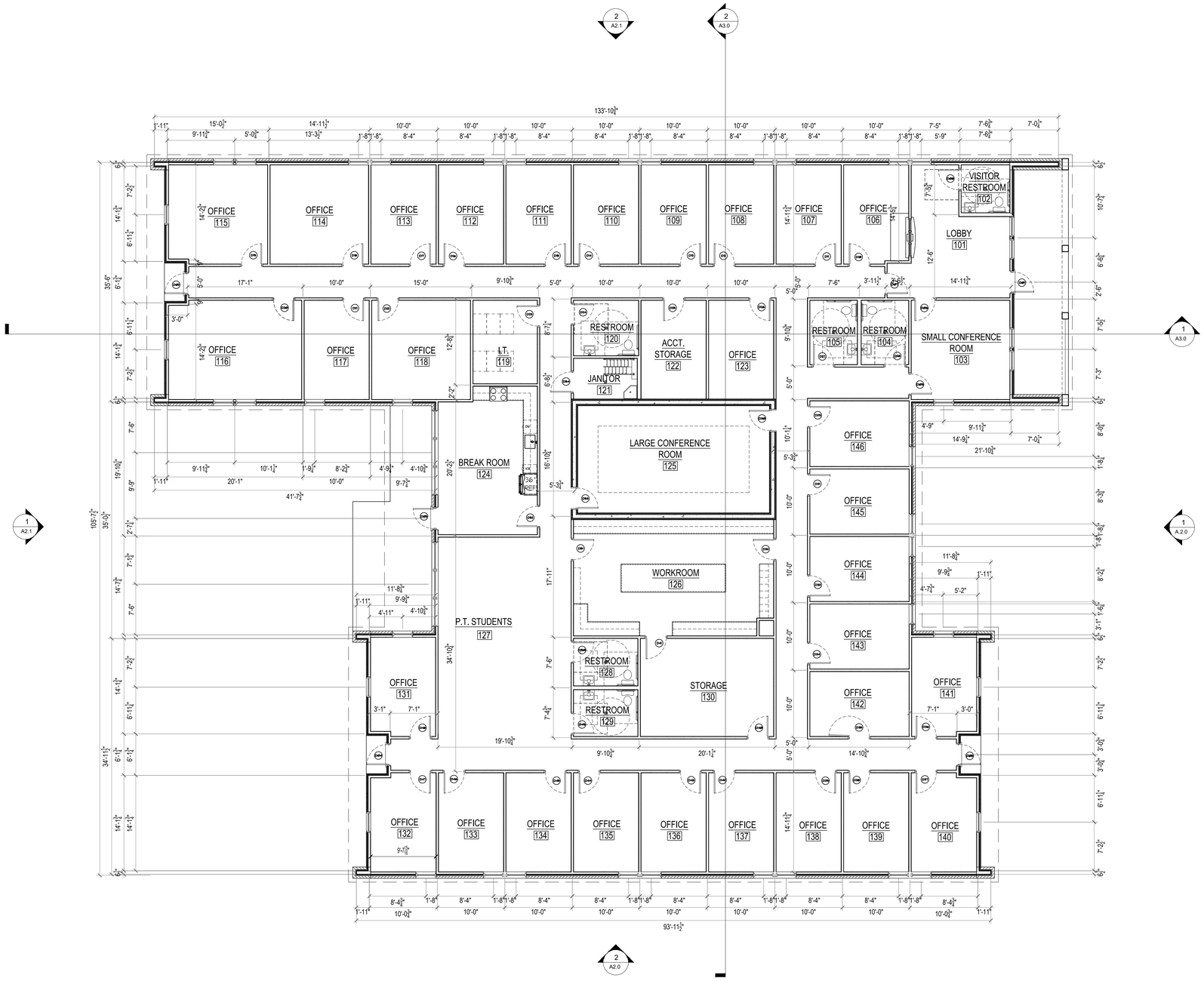


1 FLOOR PLAN
Scale: 1/8" = 1'-0"

NORTH

WALL TYPE LEGEND

TYPE		THICKNESS	DESCRIPTION
1A	EXT. EXT.	19-1/2"	BRICK VENEER VAPOR BARRIER 1-1/2" RIGID INSULATION 1/2" SHEATHING 2x6 WOOD STUDS (16" O.C.) 1/2" SHEATHING 1-1/2" RIGID INSULATION VAPOR BARRIER BRICK VENEER
2A	EXT. INT.	10-7/8"	BRICK VENEER VAPOR BARRIER 1-1/2" RIGID INSULATION 1/2" SHEATHING 2x4 WOOD STUDS BATT INSULATION B/W STUDS 5/8" SHEETROCK
3A	EXT. INT.	9-3/4"	VERTICAL SIDING 1x FURRING STRIPS 1-1/2" RIGID INSULATION 1/2" SHEATHING 2x4 WOOD STUDS (16" O.C.) BATT INSULATION B/W STUDS 5/8" SHEETROCK
1B	INT. INT.	4-3/4"	5/8" SHEETROCK 2x4 WOOD STUDS (16" O.C.) 5/8" SHEETROCK
2B	INT. INT.	4-3/4"	5/8" SHEETROCK 2x4 WOOD STUDS (16" O.C.) SOUND ATTENUATION BLANKETS B/W STUDS 5/8" SHEETROCK
3B	INT. INT.	6-3/4"	5/8" SHEETROCK 2x6 WOOD STUDS (16" O.C.) SOUND ATTENUATION BLANKETS B/W STUDS 5/8" SHEETROCK
1C	INT. INT.	13"	5/8" SHEETROCK 6" CORE INSULATING CONCRETE FORM 5/8" SHEETROCK

HOWORTH & ASSOCIATES ARCHITECTS
PO Box 1569 • Oxford, Mississippi 38655 • 662.234.7444 • www.howorthaarch.com

REGISTERED ARCHITECT Thelus S. Howorth 1963 Oxford, MS STATE OF MISSISSIPPI

Design Development — 27 January 2025 — DATE
ISSUE DATE:
REVISION

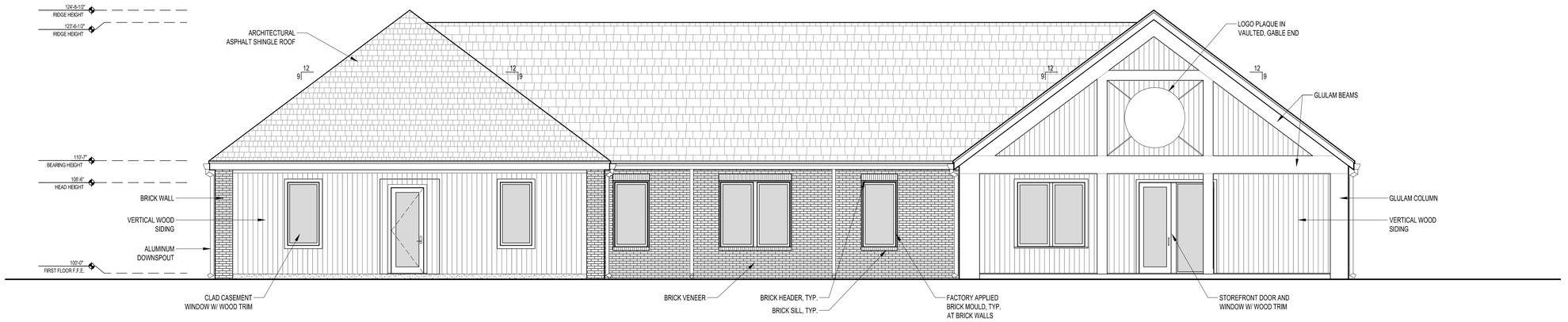
2024-25

Consultants:

North Mississippi Rural Legal Services
Oxford, Mississippi

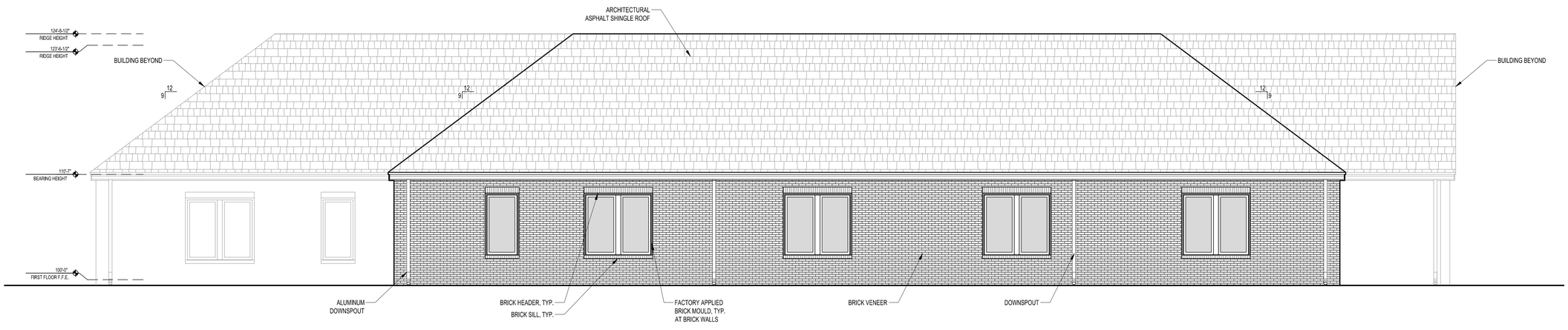
Floor Plan

SHEET NUMBER
A1.0



1 FRONT ELEVATION (EAST)

Scale: 3/16" = 1'-0"



2 SIDE ELEVATION (SOUTH)

Scale: 3/16" = 1'-0"

NORTH

HOWORTH & ASSOCIATES
ARCHITECTS
PO Box 1569 • Oxford, Mississippi 38655 • 662.234.7444 • www.howorthurch.com

REGISTERED ARCHITECT
Charles S. Howorth III
12513
Oxford, MS
STATE OF MISSISSIPPI

Design Development
ISSUE DATE: 27 January 2025
REVISION DATE

2024-25

Consultants:

North Mississippi Rural Legal Services
Oxford, Mississippi

Exterior Elevations

SHEET NUMBER
A2.0

OXFORD
PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Aldermen
From: Benjamin Requet, AICP; Director of Planning
Date: May 6, 2025
Re: Request approval of a Request for Proposals (RFP) for the Development of a Parks and Trails Master Plan for the City of Oxford.

This is a request to approve the RFP for the development of a Parks and Trails Master Plan for the City of Oxford. As the City continues to grow, accounting for and reserving space for parks and other recreational space is important to addressing the community's desire for visible, accessible, and engaging activities and park spaces. The City is seeking proposals and qualifications from firms that have experience and knowledge in parks and recreation planning, project management, and effective public involvement processes who will work closely with City staff to conduct public outreach, gather input, and draft a new Parks and Recreation Master Plan for consideration by the Mayor and Board of Aldermen. The RFP will be posted and distributed tomorrow, May 7, 2025, and proposals are due by June 20, 2025.

CITY OF OXFORD REQUEST FOR PROPOSALS:
Parks and Trails Master Plan for the City of Oxford
Proposals are due on or before 5:00 p.m. CST on June 20, 2025
RFP Link

OXFORD
PLANNING
DEPARTMENT

Introduction
The City is seeking proposals and qualifications from firms that have experience and knowledge in parks and recreation and trails planning, project management, and effective public involvement processes who will work closely with City staff to conduct public outreach, gather input, and draft a Parks and Recreation Master Plan for consideration by the Mayor and Board of Aldermen.

Community Background
The City of Oxford, county seat of Lafayette County, is set in the rolling hills of north central Mississippi. A historically small town which has experienced substantial growth in recent years, Oxford's population grew by over 30% from 2010 to 2020 and now boasts more than 27,000 residents. Oxford is home to The University of Mississippi, the state's flagship university, and is consistently recognized as one of America's best college towns. In addition to the 27,000 students, the university has an enrollment of approximately 23,000 students that live in the community 10-12 months each year.

The City manages approximately fifteen (15) parks encompassing more than 300 acres, including a City pool, activity centers, open space, and more. Among Oxford's parks and facilities are Pat Lamar Park in Oxford, MS is a serene outdoor arboretum on 50+ acres featuring lovely walking trails, garden features, art sculptures, and a quiet lake, designed for peaceful individual or family enjoyment amidst natural greenery, Woodlawn Park, a public park focused on sustaining and showcasing native environments, Howell Activity Center, host of leisure lifestyle classes and youth and adult programming that includes, basketball, pickleball, volleyball, gymnastics, etc. as well as walking tracks and mTrade Park, which includes baseball, softball/fastpitch and soccer fields.

As the City continues to grow, accounting for and reserving space for parks and other recreational space is important to addressing the community's desire for visible, accessible, and engaging activities and park spaces. The City is seeking proposals and qualifications from firms that have experience and knowledge in parks and recreation planning, project management, and effective public involvement processes who will work closely with City staff to conduct public outreach, gather input, and draft a new Parks and Recreation Master Plan for consideration by the Mayor and Board of Aldermen.

Scope of Services

The City of Oxford wishes to employ a qualified firm to develop the city's first Comprehensive Parks and Trails Master Plan. The scope of services listed below is not intended to be a comprehensive list of what the firm will provide. The final scope of services will be developed in collaboration with the selected firm.

Initial Review and Analysis

1. Interviews: The Consultant will conduct interviews or hold meetings with Aldermen, City staff and stakeholder groups.
2. Park Inventory: Review the City's inventory and assess the existing parks, trails, green space and facilities. The existing facilities should be compared to national benchmarking standards.
3. Review the City Plans to identify possibilities for new parks, trails, and recreational amenities including Vision 2037 Comprehensive Plan and other pertinent Oxford Park Commission documents.

Community Engagement

4. Identify and describe a comprehensive strategy and methodology that would be implemented with the project for broad community engagement in the planning effort and for gathering information and public input, including youth, in this Master Plan development process on challenges, opportunities, and community needs and aspirations regarding parks, trails and recreational amenities.
5. Provide well-organized and directed activities, as well as different outreach techniques that will ensure a robust engagement process.
6. The Consultant shall provide the records and summaries of the results of all public engagement processes and communications strategies that can be shared with the public.

Draft the Plan

7. Draft a Parks and Trails Master Plan that includes strategies, priorities, and an analysis of funding mechanisms for the operations, creation, expansion, and redevelopment of park systems, green spaces, trails (including trail amenities), and recreation programs and services. Particular attention should be given to developing park variety in Oxford. The master plan should include analysis and recommendations on the various types of parks needed from small neighborhood parks to larger regional parks and recreation facilities based on best practice.
8. Draft and prioritize recommendations for maintenance, renovation and operations of new and existing parks, trails, and recreation facilities. Include cost estimate on near-term projects for use by the City during budget sessions.
9. Recommend future areas for land acquisition and recreation facilities.
10. Recommend collaborative partnerships and other strategies to minimize duplication of facilities and programs.

11. Identify areas of service shortfalls and the impact these shortfalls may have on the community and economic development.
12. Identify and recommend opportunities to incorporate public art in existing and new parks.
13. Recommend enforceable standards for trail and parkland dedication within new developments to ensure all neighborhoods have adequate park space to meet the needs of residents.
14. Identify and recommend strategies to create trail connections to parks and other community destinations and to provide opportunities for learning about and experiencing these important natural features.

DELIVERABLES

A Parks and Trails Master Plan, a map of future areas for parks and trails, and proposed amendments to the City's Code of Ordinances to ensure adequate neighborhood open space is provided in new developments.

TIMELINE

This tentative timeline may be altered at any time at the discretion of the City of Oxford.

RFP Available to the public	May 07, 2025
Final day to submit questions regarding RFP	May 30, 2025 by 5:00 pm CST
Questions Answered	June 04, 2025 by 5:00 pm CST
Final day to submit a Notice of Intent to Apply	June 06, 2025 by 5:00 pm CST
Proposals due by 5:00 pm CST	**June 20, 2025 by 5:00 pm CST**
Proposals evaluated by RFP Committee	June 23-25, 2025
Firm selected, and contract negotiations begin	June 25, 2025

Submittal Requirements & Deliverables

Your response to this RFP shall be submitted in the following format and labeled accordingly:

A. Statement of Qualifications – Provide a brief written statement of your firm's qualifications for providing the work as described in the Scope of Work.
B. Organization, Ownership and Management
    a. Name, address and telephone of the entity that will be contracted with and all trade names.
    b. Name, address and telephone numbers of the organization's principal officers and other owners.
C. Team's Structure and Experience
    a. A statement of the expertise of each team member participating in the project and their specific role in the project.
D. Park & Trail Planning Experience – Provide a written statement of your firm's experience working with the development of and implementation of master plans for parks,

recreation and trails planning. Substantial experience in park and trail planning is required.

E. Approach – Provide a written description of the Consultant's step-by-step approach to the project, including an estimated timetable.
F. Budget - Provide a detailed budget proposal based on the project's full scope of work that includes a project cost with a not to exceed cost of services.
G. Examples & Deliverables – Provide at least three (3) previously developed parks and trails master plan projects that demonstrate the consultant's ability to accomplish the project. For each project, include the community, agency, project description, cost, date completed, special elements, community engagement approaches, team members involved and references for each project listed (agency's contact information).
H. Conflict(s) of Interest – The submitting firm shall declare and provide details of any actual, potential or perceived conflict(s) of interest.

CONDITIONS OF PARTICIPATION

1. Submittals in response to this request and respondents' participation in the process shall be at no cost or obligation to the City of Oxford. The City of Oxford reserves the right to, at any time, abandon or terminate its efforts to contract for any or all of said services without any obligation to any respondent.
2. Responses to this request and other materials submitted shall become the property of the City of Oxford and will not be returned.
3. Respondent shall not contact any City of Oxford personnel or staff after this request has been advertised, except to ask questions as specified below under "Respondent Questions." Such contact will be considered cause for disqualification.
4. The City of Oxford may waive any informalities or minor defects or reject any and all submittals.
5. The City of Oxford reserves the right to reject any submittal if the evidence submitted by, or investigation of, such respondent demonstrates that such respondent or its subcontractors, in the City's opinion, is not properly qualified to carry out the obligations of the Contract or to complete the Work contemplated therein.
6. All applicable laws, ordinances, and the rules and regulations of all governmental authorities having jurisdiction shall apply to the Contract throughout.
7. By executing a signature on the submittal, respondent certifies that:

    a. Neither the respondent, nor any of its team members, is currently debarred from submitting proposals or entering into contracts issued by any political subdivision or agency of the State of Mississippi or the Federal Government.

    b. No Federally appropriated funds have been paid or will be paid, by or on behalf of the respondent, 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.

c. If any funds other than federally 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, respondent shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

EVALUATION & SELECTION

The City of Oxford will establish a committee to evaluate and rate all proposals based on the criteria prescribed.

Selection Process – Step 1

Proposals meeting all requirements of the RFP will be evaluated by a review committee and ranked based on the following selection criteria. Top individuals and firms will be chosen for Step 2.

- Experience [25%]
- Qualifications to execute the scope of work, including cost of services [20%]
- Evaluation of Proposed Approach and Timetable [30%]
- References from past clients [10%]
- Evaluation of prior work [15%]

Selection Process – Step 2 (If determined necessary)

If multiple individuals and firms are being considered, the City may invite them to present, in person or virtually, their suggested framework.

Presentations will be ranked by the following criteria:

- Ability to demonstrate past experience relating to the goals of the project. [30%]
- Ability to illustrate strategies that relate to accomplishing the goals of the project. [40%]
- Ability to provide graphical representations (that may include illustrations, images, infographics, etc.) of the design guidelines. [15%]
- Pricing [15%]

Selection Process – Step 3

A contract will be awarded to the organization whose proposal is determined to be the most advantageous to the City of Oxford, taking into consideration the criteria set forth in this RFP. Upon completing the selection process under this RFP, the City will notify the winning proposer and all other proposers who were not selected. The City of Oxford's evaluations of proposals are

confidential and as such, the City of Oxford is unable to respond to any questions and/or requests for information as to why a company was not selected.

After awarding the contract, the schedule will include a period of collaboration between the City of Oxford and the selected firm to better define, elaborate upon, and update the firm's final Scope of Work and general Terms and Conditions. For the selected firm, an employee will be designated as your contact and will coordinate any materials needed or questions answered with all other City of Oxford employees.

DELIVERY REQUIREMENTS

Please submit your responses in electronic pdf format. All proposals should include a clear, concise narrative. Proposal format is open to presentation style but shall include the aforementioned items.

Submissions should be sent to bjrequet@oxfordms.net with the subject line: "RFP: City of Oxford Parks & Trails Master Plan". Proposals may not be faxed.

Submittals received in any manner not specifically set forth above shall not be accepted or considered. Submittals received after the deadline will not be considered. It is the responsibility of the respondent to ensure that the submittal is received by the specified deadline. The delivery date and time will be recorded upon receipt.

RESPONDENT QUESTIONS

Note that all answers regarding questions and request for clarification for this RFP will be responded to publicly consistent with the schedule above to ensure that all respondents have the same information.

Email Ben Requet, AICP with any questions by May 30, 2025, at 5:00 pm CST at bjrequet@oxfordms.net.

THE CITY OF
OXFORD

MEMORANDUM

To:	Board of Aldermen
From:	Mark Levy, PLA
CC:	Hollis Green
Date:	May 5, 2025
Re:	Consider request from McCarty Architects and Innovative Construction Management (ICM) for allocation of Section 179D Energy Efficient Commercial Building Deduction for the New Oxford Police Station.

Section 179D of The Energy Policy Act of 2005 allows municipalities to allocate a tax deduction to the parties responsible for designing and preparing technical specifications for the construction of a municipal building. Tax deductions range from $1.80-.60 per square foot based on an energy audit from a third party vendor. The Board may choose to allocate equal percentage of the qualified tax deductions to the requesting parties, split the allocation at any amount between the architect, engineers, and environmental consultant, or not allocate the deduction at all. McCarty Architect and ICM's request is enclosed.

Below is a brief summary of the Section 179D allocation from the *Green Building Law Update*:

The deduction will be allowed to the designer for the taxable year that includes the date on which the property is placed in service. The § 179D deduction had been in effect since January 1, 2006, but the systems and buildings must have been placed in service by December 31, 2017, which is when § 179D expired, prior to this revival. And it should not be lost on anyone that this tax deduction was revived back to December 31, 2017 (.. when it last expired) and will remain effective through December 31, 2020.

The IRS has issued guidance, that a designer is a person that creates the technical specifications for installation of energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D). A designer may include, for example, an architect, engineer, contractor, environmental consultant or energy services provider who creates the technical specifications for a new building or an addition to an existing building that incorporates energy efficient commercial building property.

A person that merely installs, repairs, or maintains the property is not a designer.

If more than one designer is responsible for creating the technical specifications, the government owner of the building may determine which designer is primarily responsible and allocate the full deduction to that designer, or at the owner's discretion, allocate the deduction among several designers.

An allocation of the § 179D deduction to the designer of a government owned building must be in writing and will be treated as satisfying the requirements of tax code with respect to energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D) if the allocation meets the simple and straightforward requirement of the IRS guidance and contains:
(1) The name, address, and telephone number of an authorized representative of the owner of the government owned building; (2) The name, address, and telephone number of an authorized representative of the designer receiving the allocation of the § 179D deduction; (3) The address of the government owned building on or in which the property is installed; (4) The cost of the property;

(5) The date the property is placed in service; (6) The amount of the § 179D deduction allocated to the designer; (7) The signatures of the authorized representatives of both the owner of the government owned building and the designer or the designer's authorized representative; and (8) A declaration, applicable to the allocation and any accompanying documents, signed by the authorized representative of the owner of the government building and designer.

In most instances that allocation form is no longer than one page.

A tax deduction of $1.80 per square foot (i.e., this tax incentive is based on the area of the building not the dollar amount expended) is available to owners of new or existing buildings who install (1) interior lighting; (2) building envelope, or (3) heating, cooling, ventilation, or hot water systems that reduce the building's total energy and power cost by 50% or more in comparison to a building meeting minimum requirements set by *ASHRAE Standard 90.1-2007* for buildings and systems placed in service after January 1, 2017 (before that date *ASHRAE 90.1-2001* was used).

Note the maximum amount of the § 179D deduction to be allocated to the designer is the amount of the costs incurred by the owner of the government owned building to place the energy efficient commercial building property in service. A partial deduction may be allocated.

Source: Kaplow, Stuart. "179 Tax Deduction Allocated form Government Buildings." February 23, 2020. *Green Building Law Update*, 23 February 2020, https://www.greenbuildinglawupdate.com/2020/02/articles/codes-and-regulations/179d-tax-deduction-allocated-from-government-buildings/. Accessed 1 December 2021

§ 179D Energy Tax Allocation

In an effort to support sustainable building, we are seeking certification under the Energy Policy Act that the following property meets an energy efficiency standard set forth in the Act. To do so, we need to verify the following basic information about the property:

Property Information:	
Project Name:	**City of Oxford Police Department**
The address of the building is:	**9 Industrial Park Drive Oxford, MS 38655**
The total cost of the property placed in service was:	**$11,231,472.89**
The date the property was placed in service was:	**December 13, 2024**
Amount of Allocation under 179D:	

Under penalties of perjury, I declare that I have examined this allocation letter, including any accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete**.**

Authorized Representative at the Property:	
Name:	
Address:	
Phone:	
Signature:	

I also understand that the professional will provide an explanation of the energy efficiency features of the building and its projected annual energy costs, and the basis of the subject building must be reduced by the amount of the 179D deduction allocated to the designer and as indicated in the 179D certification.

Authorized Representative of the Professional seeking credit:	
Name:	**Casey B Rogers**
Company:	**Innovative Construction Management, LLC**
Address:	**455 County Road 101 Oxford, MS 38655**
Phone:	**662-550-3051**
Signature:	Casey B. Rogers

SECTION 179D ENERGY EFFICIENT COMMERCIAL BUILDINGS DEDUCTION ALLOCATION FORM

As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code to encourage the design and construction of energy efficient buildings. Per IRC §179D(d)(3), in the case of energy efficient commercial building property installed on or in property owned by a specified government entity, later expanded to include tax-exempt entities by the Inflation Reduction Act of 2022, the Secretary shall promulgate regulations or guidance to allow the allocation of the deduction to the person primarily responsible for designing the property in lieu of the owner of such property. Such person shall be treated as the taxpayer for purposes of this section.

IRS Notice 2008-40 Section 3.02

A designer is a person that creates the technical specifications for installation of energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D). A designer may include, for example, an architect, engineer, contractor, environmental consultant or energy services provider who creates the technical specifications for a new building or an addition to an existing building that incorporates energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D). A person that merely installs, repairs, or maintains the property is not a designer.

Scope of Work

This project consisted of a renovation to Oxford Police Department in Oxford, MS.

McCarty Architects created technical specifications for the installation of the energy efficient commercial building property and is eligible to be allocated the 179D Energy Efficient Commercial Building Deduction. Specifically, McCarty Architects created technical specifications through the following:

Oxford Police Department:

As the architect of record, McCarty Architects created the technical specifications for the project. This project included LED lighting, mechanical, and building envelope with the written requirements being documented in the design drawings created by McCarty Architects.

The role of the allocating specified tax-exempt entity is to confirm the scope of work performed and related information provided herein as eligible to pursue for the IRC §179D deduction by the taxpayer seeking the allocation, and not for determining if in fact the commercial building property is energy efficient.

If more than one designer is responsible for creating the technical specifications for installation of energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D) on or in a specified tax-exempt building, the owner of the building shall—

(1) determine which designer is primarily responsible and allocate the full deduction to that designer, or

(2) at the owner's discretion, allocate the deduction among several designers.

City of Oxford, MS Building Information					
Property Name	**Property Address**	**Placed in Service**	**Cost of Property**	**Allocation Percentage**	**Building Owner Initials**
Oxford Police Department	9 Industrial Park Dr Oxford, MS 38655	November 2024	$12,000,000		

The authorized owner representative is not responsible for certification of the energy efficient commercial building property. The taxpayer receiving the allocation is solely responsible for obtaining the required certification and onsite verification and for ensuring their accuracy and substance.

Following a third-party certification by a licensed professional engineer or contractor in the jurisdiction of the building, City of Oxford, MS will be provided with a summary analysis detailing the energy-saving improvements and the final Section 179D deduction amount.

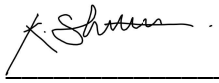
City of Oxford, MS Representative Information	
Representative Name:	
Specified Tax-Exempt Entity Name:	City of Oxford, MS
Title:	
Mailing Address:	
Telephone Number:	
E-mail:	

McCarty Architects Representative Information	
Representative Name:	Kurt Shettles
Designer Entity Name:	McCarty Architects
Title:	President & Chief Executive Officer
Address:	533 W. Main St. Tupelo, MS 38804
Telephone Number:	662 844-4400
Representative E-mail:	kshettles@mccartycompany.com

Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete.

AGREED TO AND ACCEPTED:

_____
Signature (City of Oxford, MS Representative)


Signature (McCarty Architects Representative)

_____
Date

Mar 27, 2025
Date

OXFORD
GENERAL
GOVERNMENT

MEMORANDUM

To:	Board of Aldermen
From:	Mark Levy, PLA
CC:	Hollis Green
Date:	May 6, 2025
Re:	Permission to advertise for bids for interior renovations at the Oxford University Transit building

Donna Zampella, General Manager for Oxford University Transit (OUT), is requesting permission to advertise for interior renovation in order to add a training room and two offices at the facility located at 409 McElroy Drive. The proposed scope is to build a second floor over an existing break room in order to fully utilize interior space. Funding for the project is from OUT's operating budget and no-match multimodal grant funds.

Staff recommends approval.

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To:	Robyn Tannehill, Mayor, & Board of Aldermen
From:	John Crawley, P.E., City Engineer
CC:	Hollis Green, COO / Rob Neely, P.E., General Manager, Oxford Utilities
Date:	May 6, 2025
Re:	Request to Award Bid for Drinking Water Well #3 and Raw Water Line to the Whirlpool Treatment Plant and Elevated Tank

On Thursday, April 24, three bids in were opened in City Hall for the above-captioned project. The low bid is from the Donald Smith Company of Headland, AL in the amount of **$1,728,857.00** This includes a base bid of $1,499,039.00 with additive alternates of $279,818.00, as shown on the attached bid tabulation.

Engineering recommends both the base bid and additive alternates be accepted, and that a notice of award be sent to The Donald Smith Company. Please note, the contract agreements for the project will come before the Board of Alderman for approval at a later date. Also, this project has been included in Agreement 107-2-DW-5.15, which qualifies the city to receive reimbursements from the project through the MCWI program.

City of Oxford
107 Courthouse Square
Oxford, MS 38655
April 24, 2025 - 11:00 A.M.

BID TABULATION
CITY OF OXFORD
WHIRLPOOL WELL NO. 3

BASE BID		**Donald Smith Company** Headland, AL Cert. No. 14810-MC	Double S, Inc. Grenada, MS Cert. No. 12020-MC	Layne Christensen The Woodlands, TX Cert. No. 00181-MC
Item No.	Lump Sum Item Description	Lump Sum Bid Amount	Lump Sum Bid Amount	Lump Sum Bid Amount
1	Mobilization	$75,000.00	$50,000.00	$150,000.00
2	Test Hole - 250' Depth	100,000.00	250,000.00	$141,250.00
3	Test Well - 140' Depth	50,000.00	200,000.00	109,900.00
4	Supply Well - 140' Depth	743,289.00	700,000.00	945,000.00
5	Raw Water Piping & Pre-Lubrication Line	228,500.00	175,000.00	325,250.00
6	Well Controls	143,000.00	200,000.00	223,350.00
7	125 kW Generator	59,000.00	100,000.00	125,000.00
8	Site Work	31,000.00	50,000.00	100,000.00
9	Chain Link Fencing	19,250.00	20,000.00	28,450.00
TOTAL BASE BID AMOUNT		**$1,449,039.00**	$1,745,000.00	$2,148,200.00

ADDITIVE ALTERNATE BID ITEMS

Item No.	Additive Alternate Item Description	Lump Sum Bid Amount	Lump Sum Bid Amount	Lump Sum Bid Amount
1	Molly Barr Pump Controls	$206,540.00	$200,000.00	$191,750.00
2	Abandonment of Test Hole - 250' Depth	$35,399.00	$2,500.00	$84,250.00
3	Abandonment of Test Well - 140' Depth	37,879.00	2,500.00	60,620.00

UNIT PRICE BID ITEMS (For Final Price Adjustment of Designated Base Bid Items)
(Add or deduct amount per vertical foot of listed item)

Item No.	Unit Price Item Description	Unit	Bid Unit Price	Bid Unit Price	Bid Unit Price
1	Test Hole Depth	V.F.	$40.00	$50.00	$125.00
2	Test Well Depth	V.F.	75.00	75.00	180.00
3	Supply Well - Depth	V.F.	170.00	100.00	475.00
4	Supply Well - 16" Screen	V.F.	195.00	125.00	83.00
5	Supply Well - 16" Inner Casing	V.F.	305.00	50.00	347.15
6	Abandonment of Test Hole	V.F.	50.00	25.00	337.00
7	Abandonment of Test Well	V.F.	75.00	25.00	433.00

This is certified to be a true and correct tabulation of bids received:

David G. Daniels 4.24.2025

David G. Daniels, PE
Project Engineer

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To:	Robyn Tannehill, Mayor, & Board of Aldermen
From:	John Crawley, P.E., City Engineer
CC:	Hollis Green, COO / Brad Freeman, Director, mTrade Park
Date:	May 6, 2025
Re:	Request to Approve Final Quantity Change Order No 3 and Final Payment Application No.3, mTrade Park Roundabout Project

Engineering recommends approval of the final quantity Change Order No. 3 and the associated final Payment Application No.3 for the above-captioned project.

Engineering conducted a final inspection of the project on Monday, April 28, and found all items within the scope of work to be satisfactory. The final quantity change order results in a net increase to the project of $13,655.97, and the final project cost would be $354,346.37. The original budget for this project was $450,000.

Please see the attached for the Final Quantity Change Order No.3 as well as Final Payment Application No. 3.

M&N Excavators, INC

Change Order #3

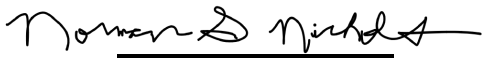
PO Box 2489
Oxford, MS 38655
Fax# 662.513.4279
Justin Elliott
662-512-8550

TO: Norman Nichols
City of Oxford

JOB DESCRIPTION
mTrade Park Roundabout Project **Oxford, MS** **Reconcile Quantity Overrun/Underrun**

ITEMIZED ESTIMATE: TIME AND MATERIALS	Unit	Quantity	Unit Price	AMOUNT
Soil Cement Base Removal, 6" Depth	SY	-1,034.00	$ 6.00	$ (6,204.00)
Concrete Sidewalk Removal	SY	91.00	$ 25.00	$ 2,275.00
Crushed Stone, 610 or 3/4" & Down	TON	144.42	$ 72.00	$ 10,398.24
Geotextile Stabilization Fabric, Non-Woven	SY	-874.00	$ 3.60	$ (3,146.40)
Hot Mix Asphalt, 9.5-mm	TON	-0.06	$ 272.00	$ (16.32)
Hot Mix Asphalt, 12.5-mm	TON	2.10	$ 248.00	$ 520.80
Concrete Curb, Special Design	LF	31.00	$ 34.00	$ 1,054.00
Concrete Sidewalk, Unreinforced, 4" Depth	SY	5.00	$ 96.00	$ 480.00
Concrete Sidewalk, Unreinforced, 6" Depth	SY	108.00	$ 174.00	$ 18,792.00
Cleaning & Sealing Cracks, Quad "A" Parking Lot, Liquid Asphalt Emulsion	LF	1,028.50	$ 7.70	$ 7,919.45
Seal of Existing Asphalt Pavement, Quad "A" Parking Lot, Liquid Asphalt Emulsion	SY	81.00	$ 2.30	$ 186.30
Solid Sod	SY	-2,514.00	$ 6.80	$ (17,095.20)
12" Wattles	LF	20.00	$ 10.00	$ 200.00
Temporary Silt Fence	LF	-210.00	$ 8.50	$ (1,785.00)
Hot Mix Asphalt, 9.5-mm(Haul Surcharge)	TON	-0.06	$ 45.00	$ (2.70)
Hot Mix Asphalt, 12.5-mm(Haul Surcharge)	TON	2.10	$ 38.00	$ 79.80
				$ -
		TOTAL ESTIMATED INCREASE IN JOB COST		**$ 13,655.97**

Notes:
Quantities Represent Increase or Decrease From Prior Contract Quantities.

Justin Elliott		April 28, 2025
PREPARED BY		DATE
Norman Nichols		04-28-25
ACCEPTED BY	SIGNATURE	DATE

Pending BOA Approval of Change Order NO.3 on 5/6/25

mTrade Park Roundabout Project, Pay App #3

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 1714

To Owner: City of Oxford
107 Courthouse Sq

Oxford, MS 38655

Project: 2025003. mTrade Park Roundabout

Application No. : 3

Distribution to :
- ☐ Owner
- ☐ Architect
- ☐ Contractor
- ☐
- ☐

4/30/25
001-305-720
#91,134.70

Period To: 4/28/2025

From Contractor: M & N Excavators Inc
19 County Road 418
Oxford, MS 38655

Via Architect:

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum		$312,145.80
2. Net Change By Change Order		$42,200.57
3. Contract Sum To Date		$354,346.37
4. Total Completed and Stored To Date		$354,346.37
5. Retainage:		
a. 0.00% of Completed Work	$0.00	
b. 0.00% of Stored Material	$0.00	
Total Retainage		$0.00
6. Total Earned Less Retainage		$354,346.37
7. Less Previous Certificates For Payments		$263,211.67
8. Current Payment Due		$91,134.70
9. Balance To Finish, Plus Retainage		$0.00

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$28,544.60	$0.00
Total Approved this Month	$13,655.97	$0.00
TOTALS	$42,200.57	$0.00
Net Changes By Change Order	**$42,200.57**	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: M & N Excavators Inc

★ STATE OF MISSISSIPPI ★
TERRY FRANCES KING, NOTARY PUBLIC
PONTOTOC COUNTY
MY COMMISSION EXPIRES MARCH 16, 2027
COMMISSION NUMBER 55239

By: Justin Elliott Date: 4/28/25

State of: Mississippi
County of: Lafayette
Subscribed and sworn to before me this 28 th day of April 2025
Notary Public: Terry F. King
My Commission expires: 3-16-2027

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $91,134.70

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Date: 4/30/25

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 3
Application Date : 04/28/25
To: 04/28/25
Architect's Project No.:

Invoice # : 1714 **Contract :** 2025003. mTrade Park Roundabout

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	%	Balance To Finish	Retainage
			From Previous Application (D+E)	This Period In Place	(Not in D or E)	(D+E+F)	(G / C)	(C-G)	
1	Removal of Existing Asphalt Pavement, All Depths, Sawcutting	10,992.00	10,992.00	0.00	0.00	10,992.00	100.00%	0.00	
2	Soil Cement Base Removal, 6" Depth	8,244.00	2,040.00	6,204.00	0.00	8,244.00	100.00%	0.00	
3	Concrete Sidewalk Removal	975.00	3,250.00	-2,275.00	0.00	975.00	100.00%	0.00	
4	Concrete Header Curb Removal, All Sizes	1,656.00	1,656.00	0.00	0.00	1,656.00	100.00%	0.00	
5	Crushed Stone, 610 or 3/4" & Down	28,512.00	38,910.24	-10,398.24	0.00	28,512.00	100.00%	0.00	
6	Geotextile Stabilization Fabric, Non-Woven	4,946.40	1,800.00	3,146.40	0.00	4,946.40	100.00%	0.00	
7	Hot Mix Asphalt, 9.5-mm	21,760.00	21,743.68	16.32	0.00	21,760.00	100.00%	0.00	
8	Hot Mix Asphalt, 12.5-mm	32,240.00	32,760.80	-520.80	0.00	32,240.00	100.00%	0.00	
9	12" HDPE Storm Drain Pipe	4,144.00	4,144.00	0.00	0.00	4,144.00	100.00%	0.00	
10	15" HDPE Storm Drain Pipe	8,645.00	8,645.00	0.00	0.00	8,645.00	100.00%	0.00	
11	Minor Structures Concrete (Cast-in-Place & Precast Inlets)	8,250.00	8,250.00	0.00	0.00	8,250.00	100.00%	0.00	
12	Reinforcing Steel	348.60	348.60	0.00	0.00	348.60	100.00%	0.00	
13	Grates, Castings	5,061.60	5,061.60	0.00	0.00	5,061.60	100.00%	0.00	
14	Combination Concrete Curb & Gutter, Type 2, Modified	23,660.00	23,660.00	0.00	0.00	23,660.00	100.00%	0.00	
15	Concrete Curb, Special Design	9,078.00	9,078.00	0.00	0.00	9,078.00	100.00%	0.00	
16	Concrete Sidewalk, Unreinforced, 4" Depth	11,232.00	11,232.00	0.00	0.00	11,232.00	100.00%	0.00	
17	Concrete Sidewalk, Unreinforced, 6" Depth	5,568.00	6,786.00	-1,218.00	0.00	5,568.00	100.00%	0.00	
18	4" Traffic Stripe, White	3,329.10	0.00	3,329.10	0.00	3,329.10	100.00%	0.00	
19	Thermoplastic Legend, White	4,144.00	0.00	4,144.00	0.00	4,144.00	100.00%	0.00	
20	4" Traffic Stripe, Blue	641.70	0.00	641.70	0.00	641.70	100.00%	0.00	
21	Thermoplastic Legend, Blue	1,008.00	0.00	1,008.00	0.00	1,008.00	100.00%	0.00	
22	Cleaning & Sealing Cracks, Quad "A" Parking Lot, Liquid Asph	2,310.00	0.00	2,310.00	0.00	2,310.00	100.00%	0.00	
23	Seal of Existing Asphalt Pavement, Quad "A" Parking lot, Liq	13,549.30	0.00	13,549.30	0.00	13,549.30	100.00%	0.00	
24	Solid Sod	22,419.60	0.00	22,419.60	0.00	22,419.60	100.00%	0.00	
25	12" Wattles	1,000.00	1,200.00	-200.00	0.00	1,000.00	100.00%	0.00	
26	Temporary Silt Fence	4,250.00	2,465.00	1,785.00	0.00	4,250.00	100.00%	0.00	
27	2" Schedule 80 PVC Sleeve for Future Irrigation, 36" Min Cov	2,707.50	2,707.50	0.00	0.00	2,707.50	100.00%	0.00	

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 3
Application Date : 04/28/25
To: 04/28/25
Architect's Project No.:

Invoice # : 1714 **Contract : 2025003. mTrade Park Roundabout**

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	% (G / C)	Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place	(Not in D or E)	(D+E+F)			
28	4" Electrical PVC Sleeve for Future Power to Proposed Ground	1,980.00	1,980.00	0.00	0.00	1,980.00	100.00%	0.00	
29	Concrete Footing for Proposed Ground Sign	6,300.00	6,300.00	0.00	0.00	6,300.00	100.00%	0.00	
30	Steel Reinforcement for Proposed Ground Sign	194.00	194.00	0.00	0.00	194.00	100.00%	0.00	
31	Traffic Control	15,000.00	10,294.95	4,705.05	0.00	15,000.00	100.00%	0.00	
32	Mobilization	48,000.00	32,943.85	15,056.15	0.00	48,000.00	100.00%	0.00	
33	Muck Excavation (Haul Off) CO#1	4,750.00	4,750.00	0.00	0.00	4,750.00	100.00%	0.00	
34	200 LB Riprap CO#1	6,003.00	6,003.00	0.00	0.00	6,003.00	100.00%	0.00	
35	3" Limestone CO#1	3,570.40	3,570.40	0.00	0.00	3,570.40	100.00%	0.00	
36	57 Limestone CO#1	1,831.20	1,831.20	0.00	0.00	1,831.20	100.00%	0.00	
37	Hot Mix Asphalt, 9.5-mm(Haul Surcharge) CO#2	3,600.00	3,597.30	2.70	0.00	3,600.00	100.00%	0.00	
38	Hot Mix Asphalt, 12.5-mm (Haul Surcharge) CO#2	4,940.00	5,019.80	-79.80	0.00	4,940.00	100.00%	0.00	
39	Undercut CO#2	3,850.00	3,850.00	0.00	0.00	3,850.00	100.00%	0.00	
40	Soil Cement Base Removal, 6" Depth CO#3	-6,204.00	0.00	-6,204.00	0.00	-6,204.00	100.00%	0.00	
41	Concrete Sidewalk Removal CO#3	2,275.00	0.00	2,275.00	0.00	2,275.00	100.00%	0.00	
42	Crushed Stone, 610 or 3/4" & Down CO#3	10,398.24	0.00	10,398.24	0.00	10,398.24	100.00%	0.00	
43	Geotextile Stabilization Fabric NonWoven CO#3	-3,146.40	0.00	-3,146.40	0.00	-3,146.40	100.00%	0.00	
44	Hot Mix Asphalt 9.5 mm CO#3	-16.32	0.00	-16.32	0.00	-16.32	100.00%	0.00	
45	Hot Mix Asphalt 12.5-mm CO#3	520.80	0.00	520.80	0.00	520.80	100.00%	0.00	
46	Concrete Curb, Special Design CO#3	1,054.00	0.00	1,054.00	0.00	1,054.00	100.00%	0.00	
47	Concrete Sidewalk, Unreinforced, 4"Depth CO#3	480.00	0.00	480.00	0.00	480.00	100.00%	0.00	
48	Concrete Sidewalk, Unreinforced, 6" Depth CO#3	18,792.00	0.00	18,792.00	0.00	18,792.00	100.00%	0.00	
49	Cleaning & Sealing Cracks Quad A CO#3	7,919.45	0.00	7,919.45	0.00	7,919.45	100.00%	0.00	
50	Seal of Existing Asphalt Pavement Quad A CO#3	186.30	0.00	186.30	0.00	186.30	100.00%	0.00	
51	Solid Sod CO#3	-17,095.20	0.00	-17,095.20	0.00	-17,095.20	100.00%	0.00	
52	12" Wattles CO#3	200.00	0.00	200.00	0.00	200.00	100.00%	0.00	

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 3
Application Date : 04/28/25
To: 04/28/25
Architect's Project No.:

Invoice # : 1714 **Contract :** 2025003. mTrade Park Roundabout

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	% (G / C)	Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place	(Not in D or E)	(D+E+F)			
53	Temporary Silt Fence CO#3	-1,785.00	0.00	-1,785.00	0.00	-1,785.00	100.00%	0.00	
54	Hot Mix Asphalt 9.5-mm (haul surcharge) CO#3	-2.70	0.00	-2.70	0.00	-2.70	100.00%	0.00	
55	Hot Mix Ashpalt 12.5-mm (haul surcharge) CO#3	79.80	0.00	79.80	0.00	79.80	100.00%	0.00	
	Grand Totals	**354,346.37**	**277,064.92**	226702[illegible]	**0.00**	**354,346.37**	**100.00%**	**0.00**	**0.00**

Mtrade Park Roundabout Project						
Pay App 3 Breakdown	***CONTRACT TOTALS***		***TOTAL TO DATE***		**Total**	**TOTAL**
ITEM	**QUANTITY**	**UNIT**	**QUANTITY**	**UNIT**	**PER UNIT**	**ESTIMATE**
Base Construction Items						
Removal of Existing Asphalt Pavement, All Depths, Sawcutting	1374	SY	1374.00	SY	$ 8.00	$ 10,992.00
Soil Cement Base Removal, 6" Depth	1374	SY	1374.00	SY	$ 6.00	$ 8,244.00
Concrete Sidewalk Removal	39	SY	39.00	SY	$ 25.00	$ 975.00
Concrete Header Curb Removal, All Sizes	276	LF	276.00	LF	$ 6.00	$ 1,656.00
Crushed Stone, 610 or 3/4" & Down	396	TON	396.00	TON	$ 72.00	$ 28,512.00
Geotextile Stabilization Fabric, Non-Woven	1374	SY	1374.00	SY	$ 3.60	$ 4,946.40
Hot Mix Asphalt, 9.5-mm	80	TON	80.00	TON	$ 272.00	$ 21,760.00
Hot Mix Asphalt, 12.5-mm	130	TON	130.00	TON	$ 248.00	$ 32,240.00
12" HDPE Storm Drain Pipe	74	LF	74.00	LF	$ 56.00	$ 4,144.00
15" HDPE Storm Drain Pipe	133	LF	133.00	LF	$ 65.00	$ 8,645.00
Minor Structures Concrete (Cast-in-Place & Precast Inlets)	3	CY	3.00	CY	$ 2,750.00	$ 8,250.00
Reinforcing Steel	166	LB	166.00	LB	$ 2.10	$ 348.60
Grates, Castings	1332	LB	1332.00	LB	$ 3.80	$ 5,061.60
Combination Concrete Curb & Gutter, Type 2, Modified	676	LF	676.00	LF	$ 35.00	$ 23,660.00
Concrete Curb, Special Design	267	LF	267.00	LF	$ 34.00	$ 9,078.00
Concrete Sidewalk, Unreinforced, 4" Depth	117	SY	117.00	SY	$ 96.00	$ 11,232.00
Concrete Sidewalk, Unreinforced, 6" Depth	32	SY	32.00	SY	$ 174.00	$ 5,568.00
4" Traffic Stripe, White	3699	LF	3699.00	LF	$ 0.90	$ 3,329.10
Thermoplastic Legend, White	296	SF	296.00	SF	$ 14.00	$ 4,144.00
4" Traffic Stripe, Blue	713	LF	713.00	LF	$ 0.90	$ 641.70
Thermoplastic Legend, Blue	72	SF	72.00	SF	$ 14.00	$ 1,008.00
Cleaning & Sealing Cracks, Quad "A" Parking Lot, Liquid Asphalt Emulsion	300	LF	300.00	LF	$ 7.70	$ 2,310.00
Seal of Existing Asphalt Pavement, Quad "A" Parking Lot, Liquid Asphalt Emulsion	5891	SY	5891.00	SY	$ 2.30	$ 13,549.30
Solid Sod	3297	SY	3297.00	SY	$ 6.80	$ 22,419.60
12" Wattles	100	LF	100.00	LF	$ 10.00	$ 1,000.00
Temporary Silt Fence	500	LF	500.00	LF	$ 8.50	$ 4,250.00
2" Schedule 80 PVC Sleeve for Future Irrigation, 36" Min. Cover	95	LF	95.00	LF	$ 28.50	$ 2,707.50
4" Electrical PVC Sleeve for Future Power to Proposed Ground Sign	60	LF	60.00	LF	$ 33.00	$ 1,980.00
Concrete Footing for Proposed Ground Sign	3	CY	3.00	CY	$ 2,100.00	$ 6,300.00
Steel Reinforcement for Proposed Ground Sign	97	LB	97.00	LB	$ 2.00	$ 194.00
						$ -
Incidental Items						$ -
Traffic Control	1	LS	1.00	LS	$ 15,000.00	$ 15,000.00
Mobilization	1	LS	1.00	LS	$ 48,000.00	$ 48,000.00
						$ -
						$ -
						$ -
						$ -
Change Order 1						$ -
Muck Excavation(Haul Off)	250	CY	250.00	CY	$ 19.00	$ 4,750.00
200 LB Riprap	66.70	Ton	66.70	Ton	$ 90.00	$ 6,003.00
3" Limestone	44.63	Ton	44.63	Ton	$ 80.00	$ 3,570.40
57 Limestone	22.89	Ton	22.89	Ton	$ 80.00	$ 1,831.20
						$ -
Change Order 2						$ -
Hot Mix Asphalt, 9.5-mm(Haul Surcharge)	80	TON	80.00	TON	$ 45.00	$ 3,600.00
Hot Mix Asphalt, 12.5-mm(Haul Surcharge)	130	TON	130.00	TON	$ 38.00	$ 4,940.00
Undercut	275	SY	275.00	SY	$ 14.00	$ 3,850.00
Change Order 3(Quantity Overrun/Underrun)						
Soil Cement Base Removal, 6" Depth	-1034.00	SY	-1034.00	SY	$ 6.00	$ (6,204.00)
Concrete Sidewalk Removal	91.00	SY	91.00	SY	$ 25.00	$ 2,275.00
Crushed Stone, 610 or 3/4" & Down	144.42	TON	144.42	TON	$ 72.00	$ 10,398.24
Geotextile Stabilization Fabric, Non-Woven	-874.00	SY	-874.00	SY	$ 3.60	$ (3,146.40)
Hot Mix Asphalt, 9.5-mm	-0.06	TON	-0.06	TON	$ 272.00	$ (16.32)
Hot Mix Asphalt, 12.5-mm	2.10	TON	2.10	TON	$ 248.00	$ 520.80
Concrete Curb, Special Design	31.00	LF	31.00	LF	$ 34.00	$ 1,054.00
Concrete Sidewalk, Unreinforced, 4" Depth	5.00	SY	5.00	SY	$ 96.00	$ 480.00
Concrete Sidewalk, Unreinforced, 6" Depth	108.00	SY	108.00	SY	$ 174.00	$ 18,792.00
Cleaning & Sealing Cracks, Quad "A" Parking Lot, Liquid Asphalt Emulsion	1028.50	LF	1028.50	LF	$ 7.70	$ 7,919.45
Seal of Existing Asphalt Pavement, Quad "A" Parking Lot, Liquid Asphalt Emulsion	81.00	SY	81.00	SY	$ 2.30	$ 186.30
Solid Sod	-2514.00	SY	-2514.00	SY	$ 6.80	$ (17,095.20)
12" Wattles	20.00	LF	20.00	LF	$ 10.00	$ 200.00
Temporary Silt Fence	-210.00	LF	-210.00	LF	$ 8.50	$ (1,785.00)
Hot Mix Asphalt, 9.5-mm(Haul Surcharge)	-0.06	TON	-0.06	TON	$ 45.00	$ (2.70)
Hot Mix Asphalt, 12.5-mm(Haul Surcharge)	2.10	TON	2.10	TON	$ 38.00	$ 79.80
Total Non-Dependent Items						$ 291,346.37
Percent Complete Non-Dependent Items						100.00%
Total Dependent Items						$ 63,000.00
Subtotal						$ 354,346.37
Retainage(5%)						$ -
Total Less Retainage						$ 354,346.37
Previous Payments						$ 263,211.68
Payment Due						$ 91,134.69

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To:	Robyn Tannehill, Mayor, & Board of Aldermen
From:	John Crawley, P.E., City Engineer
CC:	Hollis Green, COO / Rob Neely, P.E., General Manager, Oxford Utilities
Date:	May 6, 2025
Re:	Request to Approve Task Order No. 10 for Professional Services with Waggoner Engineering Related to the Re-Bid of the South 16th Street / Haley Well Project (Army Corp of Engineers 592 Program)

Engineering requests approval of **Task Order No. 1**0 for **Waggoner Engineering**, which is related to services for the above-captioned project. Bids were opened in March 2023 for this project and subsequently rejected due to budgetary constraints. Revisions to the construction plans are being completed to in an effort to lower costs. The **budget for this project currently** sits at **$4.25 Million**.

Please note, this project is **eligible for reimbursement** through the **Army Corp of Engineers Section 592 Program** in the amount of **$1.7 Million**.

A copy of the draft task order is attached for review.

Task Order No. 10	
Total Pages: 4	
Date of Task Order: April 16, 2025	

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, 2017 is a part of, and is subject to all the terms and conditions of the Agreement unless specifically provided otherwise herein.

1. **Project Name:** Re-Bid of Oxford Regional Water Supply and Treatment Project

2. **Project Number:** TBD

3. **Project Manager for Client:** John Crawley

4. **Project Manager for Waggoner:** Audrey Lewis

5. **Method of Compensation:** Lump Sum

6. **Task Order Allowable Cost:** $12,500

7. **Scope of Work (see additional pages attached):** See Exhibit 1

8. **Schedule of Performance:** 16 weeks (as outlined in Exhibit 1)

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, MISSSISSIPPI	**WAGGONER ENGINEERING, INC.**
_____	_____
By: Robyn Tannehill	By: Tracy M. Huffman
Title: Mayor	Title: Sr. Vice President
Date: _____	Date: 4/16/2025

City of Oxford, MS

EXHIBIT 1 – Re-bid of Water Supply & Treatment Project

April 16, 2025

1. SCOPE OF WORK – PRE-BID AND BID SERVICES

A. Pre-Bid Phase

Once the CLIENT has executed this Task Order, the Pre-Bid Phase will be initiated, and the ENGINEER shall:

i. Modify the existing plans, specifications, and bid documents to change incoming underground electrical service to overhead electrical service that will be provided by the City of Oxford.

ii. Modify the existing plans, specifications and bid documents to include a test hole and test well in the vicinity of the Bramlett Water Treatment Plant in Oxford, MS.

iii. Modify the specifications for a revised bid date in coordination with the City of Oxford.

B. Bid Phase

After the CLIENT has authorized the project for bid, the Bid Phase will be initiated, and the ENGINEER shall:

i. Post documents to the WEI plan room and answer questions from prospective bidders or provide documents and plans to the City of Oxford to post on www.oxfordmsbids.com.

ii. Prepare and issue contract documents to prospective bidders and maintain a record of their issuance.

iii. Prepare and issue Addenda as appropriate to interpret, clarify, or expand contract documents to each known procurer of the contract documents.

iv. Provide information on the general scope, unusual conditions, and desired sequence of construction as requested by procurers of contract documents.

v. Attend the bid opening.

vi. Review bids for the purpose of completeness and accuracy.

vii. Prepare bid tabulation sheets.

viii. Prepare a Recommendation of Award letter to assist CLIENT in evaluating bids.

2. PROJECT SCHEDULE

A detailed project schedule has been created and is shown in the table below. As outlined, the modifications to the plans and specifications, along with the bidding process and recommendation of award are scheduled to take place within 12 weeks.

Task	Duration	Cumulative Time
Initiate Services	___	___
Modification of Plans and Specifications	2 Weeks	6 Weeks
Development of Advertisements for Bids in coordination with Client	2 Weeks	8 Weeks
Revise the Advertisement, and set Date of Advertisement	1 Weeks	9 Weeks
Construction Bids Received	4 Weeks	13 Weeks
Evaluation of Construction Bids	2 Weeks	15 Weeks
Recommendation of Award	1 Week	16 Weeks

3. COMPENSATION SCHEDULE

Waggoner will invoice for its services monthly on a percentage complete lump sum basis, in accordance with the schedule outlined above. The compensation amounts are summarized below.

Project Component	Pre-Bid and Bid Services ($)	Contracting and Construction Phase Services * ($)
Re-Bid of Water Supply Well and Raw Water Piping	$12,500	TBD

- Contracting Services and Construction Phase Services will be contracted through separate task orders once bids are received for the project and the CLIENT decides to award the project.

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To:	Robyn Tannehill, Mayor, & Board of Aldermen
From:	John Crawley, P.E., City Engineer
CC:	Hollis Green, COO / Rob Neely, P.E., General Manager, Oxford Utilities
Date:	May 6, 2025
Re:	Request to Approve Change Order No 4 for SR 7 Water and Sewer Relocations, Phase IIB

Engineering recommends approval of Change Order No. 4 for the above-captioned project. The change order results in a **net decrease** to the contract amount by **$45,984.00**.

A copy of the change order with summary explanation is attached hereto for review.

CHANGE ORDER NO.: 4

Owner:	City of Oxford	Owner's Project No.:	None
Engineer:	Daniels & Associates, Inc.	Engineer's Project No.:	None
Contractor:	Argo Construction	Contractor's Project No.:	
Project:			
Contract Name:	SR 7 Water & Sewer Relocations II B		
Date Issued:	April 22, 2025	Effective Date of Change Order:	May 6, 2025

The Contract is modified as follows upon execution of this Change Order: *Modify contract quantities and amount related to sanitary sewer items.*

Description: *See attached page for narrative description for change order no. 4.*

Attachments: *Narrative description of change order 4, sheet CO-4 recapping sanitary sewer item quantities added and deleted, addendum to geotechnical report, revised plan sheets 5 and 17.*

Change in Contract Price	Change in Contract Times
Original Contract Price: $ 5,986,963.50	Original Contract Times: Substantial Completion: 260 days (06/02/2025) Ready for final payment: 270 days (06/12/2025)
~~[Increase]~~ [Decrease] from previously approved Change Orders No. 1 to No. 3: $ (60,910.00)	~~[Increase]~~ ~~[Decrease]~~ from previously approved Change Orders No. 1 to No. 3: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price prior to this Change Order: $ 5,926,053.50	Contract Times prior to this Change Order: Substantial Completion: 260 days (06/02/2025) Ready for final payment: 270 days (06/12/2025)
~~[Increase]~~ [Decrease]-this Change Order: $ (45,984.00)	[Increase]-~~[Decrease]~~ this Change Order: Substantial Completion: 3 days Ready for final payment: 3 days
Contract Price incorporating this Change Order: $ 5,880,069.50	Contract Times with all approved Change Orders: Substantial Completion: 263 days (06/05/2025) Ready for final payment: 273 days (06/15/2025)

Recommended by Engineer (if required)	Accepted by Contractor
By: David Daniels	
Title: David Daniels, PE	~~Stephen Bing, President~~
Date: 4-22-2025	4-22-2025
Authorized by Owner	Approved by Funding Agency (if applicable)
By:	
Title: John Crawley, City Engineer	*Not Applicable*
Date:	

EJCDC® C-941, Change Order EJCDC® C-941, Change Order, Rev.1.
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CITY OF OXFORD
SR 7 WATER & SEWER RELOCATIONS PHASE II B
CHANGE ORDER NO. 4
ARGO CONSTRUCTION CORPORATION
APRIL 22, 2025

CHANGE ORDER NO. 4 DESCRIPTION:

The proposed sanitary sewer crossing on plan sheet no. 5 at highway station 1387+40 is shifted south 90 feet to station 1386+50. The shift was made to allow installation of aggregate piers and pre-loading with fill above the new sewer line to prevent damage to existing sewer lines.

A new soil bore was made at the location of the shifted sewer line and an addendum was issued to the original geotechnical report. The addendum to the geotechnical report is attached to this change order. Soil conditions at the new sewer line location were substantially better than conditions at the original location which required the aggregate piers for soil improvement. Aggregate piers will not be required at the new sewer line location. The new location will require undercutting of some soft material down to stiffer material and replacement of the undercut with no. 57 limestone.

CITY OF OXFORD
SR 7 WATER & SEWER RELOCATIONS PHASE II B
CHANGE ORDER NO. 4
ARGO CONSTRUCTION CORPORATION
APRIL 22, 2025

SANITARY SEWER ITEM CHANGES ON PLAN SHEET NO. 5

Additions

Item No.	Item	Quantity	Unit	Unit Price	Amount
12	8" Gravity Sanitary Sewer Main, 6'-8' Depth	123.0	L.F.	$64.00	$7,872.00
28	Precast 48" Sewer Manhole - 8' Depth	1.0	Each	5,300.00	5,300.00
29	Connect to Existing Sewer Manhole	1.0	Each	1,000.00	1,000.00
33	Excess Excavation	160.0	C.Y.	15.00	2,400.00
38	Tracer Wire	38.0	L.F.	0.50	19.00
50	Plug Existing 8" Service in Existing Manhole	1.0	Each	125.00	125.00
62*	No. 57 Crushed Limestone	240.0	Tons	87.00	20,880.00
	Subtotal - Additions				$37,596.00

Deletions

Item No.	Item	Quantity	Unit	Unit Price	Amount
13	8" Gravity Sanitary Sewer Main, 4'-6' Depth	90.0	L.F.	$62.00	$5,580.00
53	Aggregate Piers (100’ Zone East of Manhole 7)	1.0	L.S.	78,000.00	78,000.00
	Subtotal - Deletions				$83,580.00

Summary

1.	Total Additions	$37,596.00
2.	Total Deletions	(83,580.00)
	NET DELETION CHANGE ORDER NO. 4	($45,984.00)

** Indicates new item.*

Geotechnical Engineering
Hydraulic Engineering
Civil Engineering
Surveying

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

PRECISION ENGINEERING CORPORATION
EST. 1976

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

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

April 14, 2025

Daniels & Associates, Inc.
Attn: David Daniels, PE
720 North Lamar BLVD, Ste 4
Oxford, Mississippi 38655

RE: GEOTECHNICAL INVESTIGATION
HIGHWAY 7 SEWER BORES
OXFORD, MISSISSIPPI
PROJECT NUMBER 24088

Dear Mr. Daniels,

Precision Engineering Corporation (PEC) appreciates the opportunity to serve as your geotechnical consultant on the referenced project. PEC issued a geotechnical report for this project dated June 22, 2024. Due to the inability to control settlement after embankment construction in the vicinity of Boring No. 1, the proposed line was relocated 100 feet to the south. PEC advanced an additional borehole at this location and encountered soils suitable to support the anticipated loads without excessive settlement at 15 feet below existing grade. It is our understanding construction of the new sewer line and associated bore pit will require approximately 10 feet of excavation. We recommend the line be over-excavated to 15 feet below existing grade and the over-excavation backfilled with No. 57 crushed limestone to pipe bedding elevation. The exposed soils may be saturated and appear loose at the surface at 15 feet below grade, however these soils are saturated sands with minimal settlement potential once confined with the backfill material.

If you have any questions regarding this letter or need additional services, please feel free to contact us.

Sincerely,
Precision Engineering Corporation

BRIAN P. BYARS
LICENSED PROFESSIONAL ENGINEER
P.E. 18000
STATE OF MISSISSIPPI

Brian P. Byars, P.E., P.S.
President - Geotechnical Engineer

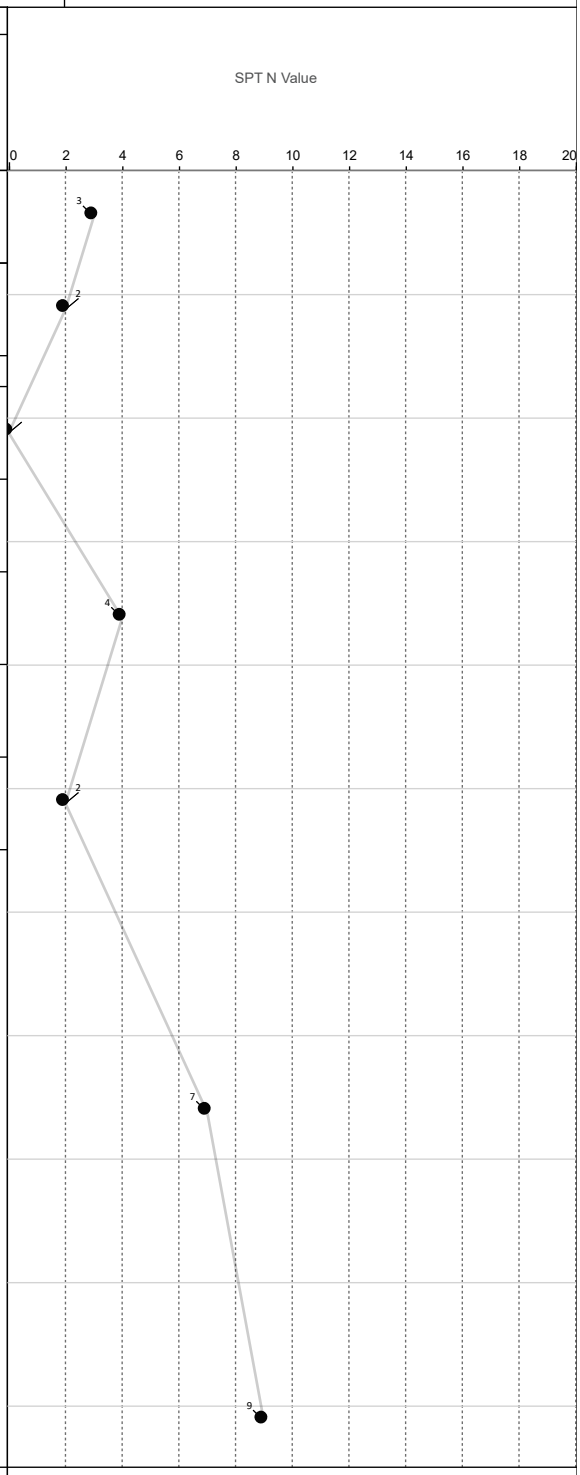
Borehole Record: 1A

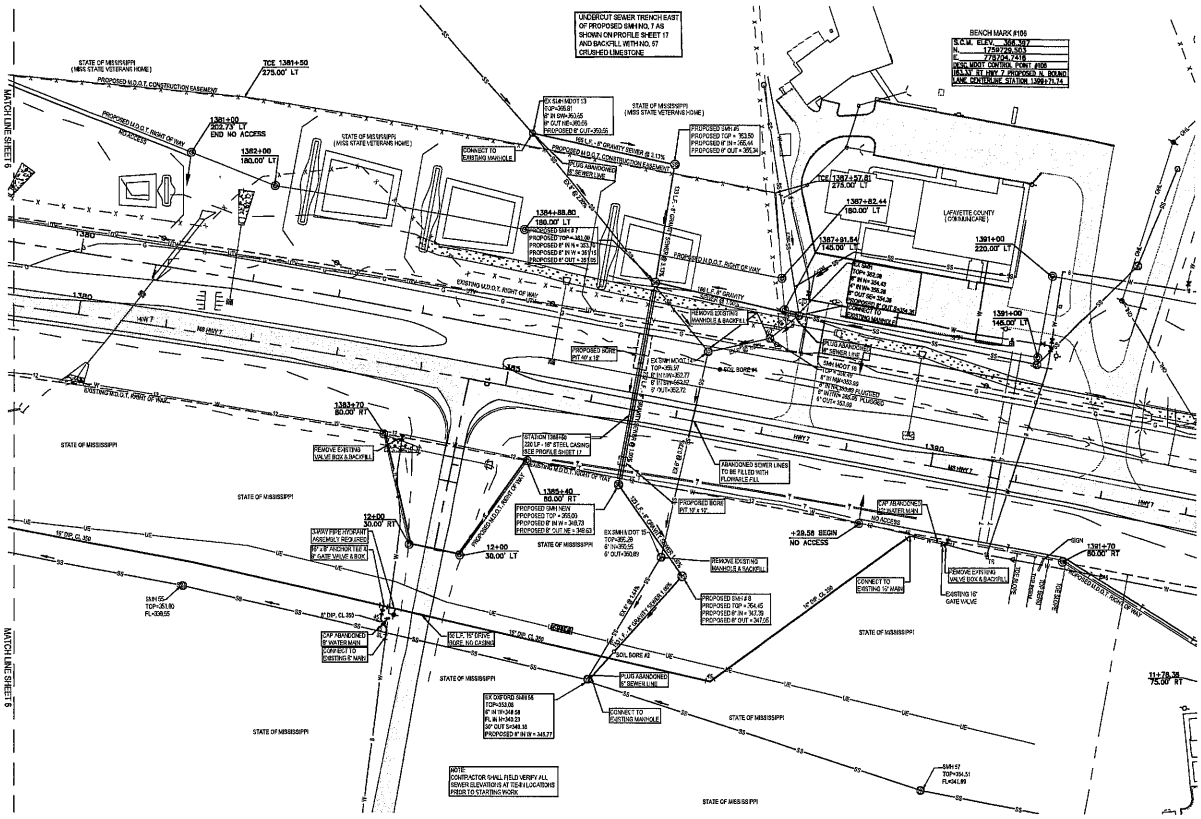
Project: SR7 Water & Sewer Relocation Phase IIB
Location: Oxford, MS, USA
Loc Comment:
Job No: 24088

Position: Lat: 34.33212
Long: -89.51601
Elevation: Not Surveyed
Inclination:

Date Drilled: 04/11/2025
Drill Rig 550x
Drill Supplier Central Mine Equipment
Logged/Checked: Byars/Byars

Water	Depth (ft)	Classification Code	Soil Origin	Graphic Log	Material Description	Testing: SPT	Testing: Moisture Content (%)
		CL	Natural		CL: brown, inorganic, sandy lean clay low plasticity, medium grained sand, moist, soft.	0,1,2 (N=3)	25
In	1.5						
		CL	Natural		As above, but wet.	2,1,1 (N=2)	26
	3.5						
		CL	Natural		CL: grey, inorganic, sandy lean clay low plasticity, wet, very soft.	0,0,0 (N=0)	40
	5						
						0,1,3 (N=4)	34
	9.5						
Out							
	10	CL	Natural		CL: light gray, inorganic, sandy lean clay low plasticity, medium grained sand, moist, very soft.	3,1,1 (N=2)	12
	14.5						
In							
	15	SM	Natural		SM: light brown, silty sand medium grained sand, wet, loose.	0,4,3 (N=7)	
	20					4,4,5 (N=9)	
					1A Terminated at 21ft		





REVISION	DATE
	JUNE 26, 2024
	JULY 02, 2024
	APRIL 22, 2025

DANIELS & ASSOCIATES, INC.
CIVIL ENGINEERS
720 NORTH LAMAR BOULEVARD, SUITE A
OXFORD, MISSISSIPPI 38655
PO BOX 1209 (662) 234-5522

DAVID G. DANIELS — REGISTERED PROFESSIONAL ENGINEER — 13 — STATE OF MISSISSIPPI

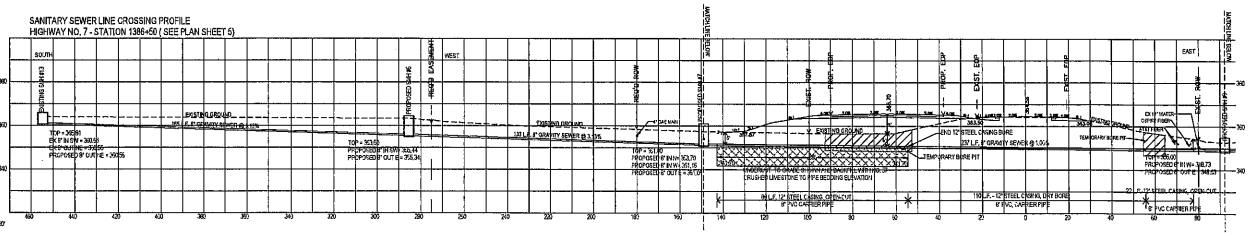
THE CITY OF OXFORD
SR7 WATER & SEWER RELOCATIONS, PHASE II B
MDOT PROJECT NO. STP 0048-00(026)
ROBERT KHAYAT BLVD. (SR7)
OXFORD, MISSISSIPPI

Scale: 1" = 50'
Date: JUNE 26, 2024
File:
Proj No.
Sheet Title:

RELOCATION PLAN

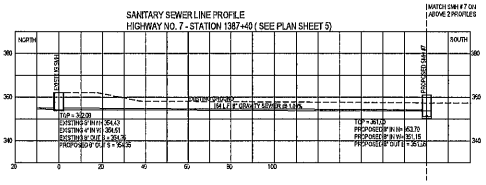
Sheet No.
5

SANITARY SEWER LINE CROSSING PROFILE
HIGHWAY NO. 7 - STATION 1386+50 (SEE PLAN SHEET 5)



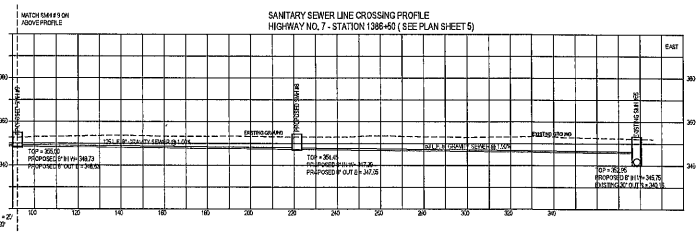
HORIZONTAL 1" = 20'
VERTICAL 1" = 20'

SANITARY SEWER LINE PROFILE
HIGHWAY NO. 7 - STATION 1387+40 (SEE PLAN SHEET 5)



HORIZONTAL 1" = 20'
VERTICAL 1" = 20'

SANITARY SEWER LINE CROSSING PROFILE
HIGHWAY NO. 7 - STATION 1386+50 (SEE PLAN SHEET 5)



HORIZONTAL 1" = 20'
VERTICAL 1" = 20'

REVISION	DATE
	JUNE 25, 2024
	JULY 03, 2024
	APRIL 22, 2025

DANIELS & ASSOCIATES, INC.
CIVIL ENGINEERS
720 NORTH LAMAR BOULEVARD, SUITE 4
OXFORD, MISSISSIPPI 38655
PHONE 662 234-3481

DAVID G. DANIELS
REGISTERED PROFESSIONAL ENGINEER
ENGINEER
22 YEARS
STATE OF MISSISSIPPI

THE CITY OF OXFORD
SR7 WATER & SEWER RELOCATIONS, PHASE II B
HIGHWAY 7 AND HIGHWAY 30 INTERSECTIONS
OXFORD, MISSISSIPPI

Scale:
Date: JUNE 25, 2024
File:
Proj No.:
Sheet Title:
SEWER PROFILES
Sheet No.
17

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To:	Board of Aldermen
From:	John Crawley, City Engineer
CC:	Hollis Green, COO Johnathan Mizell, Chief Building Official
Date:	May 6, 2025
Re:	Request by RH Design-Build to Work on Sundays in May and June at The Belle in The Lamar

RH Design-Build, the General Contractor for the construction of the Belle at The Lamar development, has requested permission to work on Sundays in May and June.

The requested dates are below:

May 11, 2025
May 18, 2025
May 25, 2025
June 1, 2025
June 8, 2025
June 15, 2025
June 22, 2025
June 29, 2025

Outlook

Re: The Belle at The Lamar: Sunday Work Permit - May and June

From Allison Ferris <allison@oxfordms.net>
Date Mon 4/14/2025 1:43 PM
To Brian Wittendorfer <bwittendorfer@rhdesign-build.com>
Cc Ryley Butler <ryley@oxfordms.net>; Johnathan Mizell <johnathan@oxfordms.net>; John Crawley <john@oxfordms.net>; Hollis Green <hgreen@oxfordms.net>; George Hodgson <ghodgson@rhdesign-build.com>; Robert Hays <rhays@rhdesign-build.com>; Keith Pannell <Kpannell@rhdesign-build.com>; Trey Cavenaugh <tcavenaugh@rhdesign-build.com>

Hi Brian,

Per John, the earliest this request could go before the BOA would be on Tuesday, May 6th.

If anything further is needed, please let our office know!

Thanks,

Allison

THE CITY OF OXFORD

Allison Ferris
Office Manager
Engineering Department

107 Courthouse Square
Oxford, MS 38655
t: (662) 232-2306 e: allison@oxfordms.net
w: www.oxfordms.net

From: Brian Wittendorfer <bwittendorfer@rhdesign-build.com>
Sent: Monday, April 14, 2025 1:40 PM
To: Allison Ferris <allison@oxfordms.net>
Cc: Ryley Butler <ryley@oxfordms.net>; Johnathan Mizell <johnathan@oxfordms.net>; John Crawley <john@oxfordms.net>; Hollis Green <hgreen@oxfordms.net>; George Hodgson <ghodgson@rhdesign-build.com>; Robert Hays <rhays@rhdesign-build.com>; Keith Pannell <Kpannell@rhdesign-build.com>; Trey Cavenaugh <tcavenaugh@rhdesign-build.com>
Subject: The Belle at The Lamar: Sunday Work Permit - May and June

Allison/John,

Good afternoon. I would like to submit another Sunday Work Permit request for May and June.

Thanks in Advance,

R/H DESIGN BUILD

Brian Wittendorfer
Project Manager
Phone: (251) 486-0300 Cell: (251) 404-6087
Email: bwittendorfer@rhdesign-build.com
Address: 28490 2nd Street Suite A Daphne, AL 36526

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

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

Date: May 6, 2025

Re: Extended Sidewalk Closure, North 14th Street by Newk's

Oxford Utilities has requested an extended sidewalk closure to the west side of North 14th Street near the Newk's restaurant. This sidewalk closure is necessary to allow them to install and relocate underground electrical equipment associated with the construction of the Magnolia Collection Development, which is at the corner of Tyler and North 14th Street. Please note, Oxford Utilities expects the work to take several weeks.

NEWKS SIDEWALK CLOSURE
Write a description for your map.
Legend
Antioch Primitive Baptist Church
Edison
Feature 1
Feature 2
Powerhouse
SIDEWALK CLOSED
Yoknapatawpha Arts Council
Tyler Ave
SIDEWALK CLOSED
SIDEWALK CLOSED
Powerhouse
Newk's Eatery
Yoknapatawpha Arts Council
Edison
Drive-In
N
100 ft
Google Earth

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

CC: Hollis Green, COO

Date: May 6, 2025

Re: General Services Agreement and Task Order No. 1 for Neel-Schaffer, Inc., West Jackson Avenue Intersection Study

Engineering requests approval of a general services agreement and associated Task Order No. 1 for Neel-Schaffer Inc., which is related to services for the above-captioned project. Neel-Schaffer will perform traffic counts and other field data to execute a comprehensive traffic study of the West Jackson corridor, including each signalized intersection, in order to provide recommendations for improvements of traffic flow. The study will be used to supplement the city's grant application to the United States Department of Transportation (USDOT) for the SS4A (Safe Streets for All) Program. The amount of the **task order** is **$120,000.00**.

A copy of the draft general services agreement and task order is attached for review.

AGREEMENT FOR ENGINEERING SERVICES
BY AND BETWEEN THE
City of Oxford, MS
AND
NEEL-SCHAFFER, INC.

This AGREEMENT made this _____day of _____ 2025, by and between the City of Oxford, hereafter called "OWNER", and Neel-Schaffer, Inc., hereafter called the "ENGINEER".

I. DESCRIPTION OF SERVICES:

OWNER intends to engage the ENGINEER to provide professional engineering services.

Services will be provided by the ENGINEER upon approval of a Task Order from the OWNER which contains a specific scope of work, fee and schedule. It is anticipated that the engineering services performed by Task Order will consist of assignments such as developing concept design, providing budgeting numbers, assisting with grant applications, professional engineering design of infrastructure, construction inspection services, developing an infrastructure master plan, engineering studies, land use planning, easement acquisition or project services.

Project services may include, but are not necessarily limited to, providing the below listed services for projects such as transportation, water treatment and distribution, wastewater collection and treatment, drainage, and flood control:

- Environmental evaluations and documentation
- Boundary and topographical surveys
- Engineering design
- Preparation of opinions of probable cost
- Preparation of construction contract documents
- Bidding assistance
- Construction administration and oversight

Subconsultants:

Engagement of subconsultants by ENGINEER, if needed to provide the scope of services required of the ENGINEER, will require prior written authorization from the OWNER.

Special Fund Project Services:

Both OWNER and ENGINEER recognize that projects funded through state and federal grant programs which require specific professional services contract terms may arise. On these occasions the contract for services will be negotiated separately. The terms will be as required by the funding agency and will supersede the terms specified in this AGREEMENT.

II. PAYMENT FOR SERVICES

OWNER will pay ENGINEER for services by at a lump sum established by task order agreed to by both parties. Subconsultant expenses will be billed to OWNER at the actual cost to ENGINEER.

As part of the ENGINEER's monthly payment request, ENGINEER will provide written documentation explaining in sufficient detail the work performed during the time period billed. If ENGINEER fails to provide a description of the work performed, OWNER may withhold payment for that item until such description is provided.

III. TERM AND ACCEPTANCE

This AGREEMENT shall remain in effect for four years from the date of execution. This AGREEMENT, along with Exhibit A, "General Terms and Conditions", consisting of three pages represents the complete AGREEMENT between OWNER and ENGINEER and may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first above written.

CITY OF OXFORD, MS	**NEEL-SCHAFFER, INC.**
BY: _____	**BY:** _____
DATE: _____	**DATE:** _____

EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

1. **Relationship between Consultant and Client**. Neel-Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.

2. **Responsibility of Consultant**. Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.

3. **Responsibility of the Client**. Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Consultant shall be entitled to rely upon the accuracy and completeness of any and all information provided by Client. If applicable to the scope of work, Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall provide reasonable notice to Consultant whenever Client becomes aware of any development that affects the scope or timing of Consultant's services.

   Client shall notify the Consultant of any deficiency in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such deficiency. Client's failure to notify the Consultant shall relieve the Consultant of any liability for costs to remedy the deficiency above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

4. **Construction Phase Services**. If Consultant's scope of services includes the observation and monitoring of work performed by Client's other contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed in general conformance with the plans and specifications. Consultant shall not supervise, direct, or have control over any construction contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the construction contractor. Consultant does not guarantee the performance of the construction contractor and does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the plans and specifications.

5. **Ownership of Documents**. All reports, drawings, specifications, data, calculations, notes, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain the property of Consultant. Client agrees not to use the deliverables for projects other than the Project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written consent. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.

6. **Opinion of Costs**. When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.

7. **Suspension of Services**. Client may, at any time, by written notice, suspend the services of Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension.

8. **Termination**. This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.

9. **Indemnification**. Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.

   To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.

10. **Legal Proceedings**. In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information.

11. **Successors and Assigns**. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.

12. **Insurance**. Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:

    (a) Commercial General Liability insurance with standard ISO coverage and available limits of $1,000,000 per occurrence and $2,000,000 general aggregate;
    (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of $1,000,000 per accident;
    (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of $1,000,000 per employee for bodily injury by accident/$1,000,000 per employee for bodily injury by disease/$1,000,000 policy limit for disease; and
    (d) Professional Liability insurance covering the Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of $1,000,000 per claim and annual aggregate.

    Consultant shall provide a certificate of insurance evidencing such insurance coverage to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability and auto liability policies, which shall be primary and noncontributory.

13. **Consequential Damages**. Neither Client nor Consultant shall be liable to the other or shall make any claim for any special, incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, loss of business or diminution of property value and shall apply regardless of legal theory such damages are alleged including negligence, strict liability, breach of contract and breach of warranty.

14. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments when due; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with the Standard of Care. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion.

15. **Force Majeure**. Neither Client nor Consultant shall be liable for the failure to perform (except Client's obligation to make payment when due) caused by any contingency beyond their reasonable control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

16. **Compliance with Laws**. To the extent applicable to Consultant's services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.

17. **Invalid Terms**. If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.

18. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.

19. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.

20. **Additional Services.** Consultant shall be entitled to an equitable adjustment to its fee and schedule for additional services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.

21. **Amendment**. This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.

22. **Entire Understanding of Agreement**. This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

23. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.

24. **Nonwaiver**. No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.

25. **Identity of Project Owner**. Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.

26. **Conflicting Terms**. If there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.

[The remainder of this page intentionally left blank]

April 29, 2025

John Crawley, P.E.
City Engineer
City of Oxford

Email: john@oxfordms.net

RE: TASK ORDER #1
WEST JACKSON AVENUE – ROADWAY CORRIDOR IMPROVEMENTS

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.

NSI proposes to perform these services on a lump sum basis:

Traffic Study	$100,000
Conceptual Layouts	$18,000
Opinion of Probable Cost / SS4A Applications	$2,000
Total Task Order 1	$120,000

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.

David Bowman, PE
Senior Vice President

CC: Kyle Grantham – NSI (by email)

Enclosed: Scope of Work

ACCEPTED: THE CITY OF OXFORD

BY: _____

Date: _____

P: 601.948.3071
265 North Lamar Blvd., Suite B
Oxford, MS 38655
www.neel-schaffer.com

engineers | planners | surveyors | environmental scientists | landscape architects

Scope of Work

West Jackson Avenue- Roadway Corridor Improvements

Introduction:

This project will study the feasibility of modifications to West Jackson Avenue from the intersection of West Oxford Loop and Sorority Row in Oxford, MS. Objectives include understanding existing and future traffic patterns, conceptualizing and estimating costs of reasonable corridor improvements, and meeting with the City of Oxfords engineering staff to decide on a preferred alternative for the roadways. At the end of this study, City of Oxford will have an engineering-sound roadway and intersection modification option, with renderings and an Opinion of Probable Cost (OPC), to aid in the pursuit of future project funding.

Stakeholder Meeting #1

- Neel-Schaffer, Inc. (NSI) will lead a teleconference with City of Oxford representatives to understand their vision for the study area.

SS4A Safety Action Plan

- The existing Transportation Plan will be submitted through the USDOT/FHWA Safe Streets and Roads for All (SS4A) website before the May 9, 2025, deadline for review of existing plans. Based on the FHWA's review outcome, an SS4A Safety Action Plan grant application for either an action plan or implementation plan will be developed.

Traffic Study

- Review and incorporate relevant findings from previous studies.
- Conduct a planning-level traffic analysis with a 2030 opening year for the proposed concept. Elements to be considered in the planning level analysis:
    - Examine existing intersection spacing, phasing, and lane assignments.
    - Collect turning movement counts at eight (8) signalized intersections and four (4) unsignalized intersections (13-hour count)
    - Collect spot-count data at primary driveways (up to 10 locations, 15 to 30 minutes each)
    - Planning level analysis of queue storage length requirements, U-turn diversion impacts, and recommendations for mid-block U-turn locations.
    - Develop recommendations, based on traffic projections, for possible signalized intersection modifications to support a future design effort.
    - Summarize results and recommendations in a technical memorandum.
- Intersection turning movement count data along the corridor:
    1. W. Oxford Loop at W. Jackson Ave (signal)

2. Ash Dr at W. Jackson Ave (signal)
3. Turnout near Chickfila at W. Jackson Ave (unsignalized)
4. Mall Dr at W. Jackson Ave (unsignalized)
5. Harris Dr at W. Jackson Ave (signal)
6. Heritage Dr at W. Jackson Ave (signal)
7. Oxford Square Dr at W. Jackson Ave (unsignalized)
8. Anderson Rd at W. Jackson Ave (unsignalized)
9. Hathorn Rd/Price Hill Rd at W. Jackson Ave (signal)
10. Fraternity Row at W. Jackson Ave (signal)
11. Rebel Dr at W. Jackson Ave (signal)
12. Sorority Row at W. Jackson Ave (signal)

Conceptual Layouts

- Multiple Concepts (max of two alternatives) will be developed, including exhibits, with boundaries defined from the West Oxford Loop intersection to the Sorority Row intersection. Specific intersection detail sheets can be provided at requested locations.

Opinion of Probable Cost (OPC) / SS4A Application

- Once an alternative is agreed upon, NSI will prepare an OPC for the construction of improvements, which will include necessary engineering services.
- SS4A Application for either a Safety Action Plan or Implementation Grant

Final Report

- NSI will prepare a final report documenting the Feasibility Study summarizing findings, analysis methods, and recommendations. The final report will include renderings and an OPC of the preferred alternatives.

Deliverables

- Final report of Feasibility Study in PDF format (10 weeks after Notice to Proceed)
    - OPC of the preferred alternative
    - Renderings of the preferred alternative

This Scope of Work does **NOT** include:

1. Surveying Services
2. Geotechnical Services
3. Public Meetings
4. Detailed Design of Alternatives

NSI will be happy to provide any of the additional services not included (listed above) should they become necessary or desired.

RESOLUTION ADOPTING UPDATES TO THE LOU TRANSPORTATION PLAN

WHEREAS, on July 2, 2019, the City of Oxford Board of Aldermen authorized Mayor Robyn Tannehill to execute a joint resolution with the jurisdictional entities of Lafayette County, Mississippi, and the University of Mississippi, officially adopting the LOU Transportation Plan, and

WHEREAS, the LOU Transportation Plan contains a list of project recommendations articulated in Table 7 – Recommended Roadway and Intersection Improvements on pages 53 – 56, and recommendations for short-term, mid-term and long-term implementation of the projects on Tables 9 – 11 on pages 85-87 as a guide to enhance the safety and efficiency of multi-modal traffic circulation throughout the City of Oxford and Lafayette County, and

WHEREAS, since its adoption in 2019, several of the project recommendations within the LOU Transportation Plan have been completed, are under construction, or are otherwise in the preliminary planning stages, and

WHEREAS, the City of Oxford recognizes that to ensure the plan is up to date and relevant, it needs to be reviewed regularly in the context of community growth, residential and commercial development, transportation patterns, and other pertinent factors, and

WHEREAS, the City of Oxford proposes changes to Tables 7, 9, 10, and 11 of the LOU Transportation Plan based upon evaluation of projects completed, projects underway, current growth patterns within the city and surrounding areas, increasing enrollment trends at the University of Mississippi, and current multi-modal traffic patterns, and

WHEREAS, the updated tables will be adopted into the LOU Transportation Plan and will be used by the city for immediate and future transportation planning and budgetary needs.

NOW, THEREFORE BE IT RESOLVED that the LOU Transportation Plan adopted July 2, 2019, is hereby updated by the City of Oxford as reflected in the attached Tables 7, 9, 10, and 11.

APPROVED:

BOARD OF ALDERMEN

Signature: _____ Date: _____
Jason Bailey, Pro-Temp

MAYOR, CITY OF OXFORD

Signature: _____ Date: _____
Robyn Tannehill, Mayor

Table 7 - Recommended Roadway and Intersection Improvements

ID	Corridor or Intersection	Segment	Recommendation
1	Jackson Avenue West	West Oxford Loop to Washington Ave	Raised median, coordinated signalized intersections
4	North Lamar Boulevard	Price Street to Molly Barr Road	Add Bike Lanes, sidewalks, on-street parking, roundabout
5	Old Taylor Road	Virginia Chrestman Dr to SR 6	Widen to four lanes between SR 6 and Belk Blvd, widen to three lanes between Belk and Virginia Chrestman, sidewalks
7	South Lamar Blvd	Belk to Tanner Drive	Widen to three lanes at intersections, w/ bike lanes and
8	County Road 244	SR-7 to end of asphalt paved section	Pave and widen to two lanes (approx. 9 mi.)
13	Thacker Heights Drive Extension	SR 6 to Anderson Road	New two lane roadway, bike lanes, sidewalks
15	Slack Road	University Avenue to New Road 8	Widen and improve to city standards
17	Commonwealth Blvd Extension	Commonwealth Blvd to University Ave	New two lane roadway, bike lanes, sidewalks
18	CR 418 Extension	Extend CR 418 to SR 7	New two lane roadway, bike lanes, sidewalks
19	New Road (West Oxford Loop - Price Hill Road	West Oxford Loop to Price Hill Rd	New two lane roadway, bike lanes, sidewalks
20	Dooley Road Extension	Dooley Rd to SR 314; widen and improve existing Dooley Rd	New two lane roadway, bike lanes, sidewalks
21	New Road (Oxford Loop - Dooley Rd Ext.	CR 166 (WOL Ph. 2) to New Road 20	New two lane roadway, bike lanes, sidewalks
22	New Road (Sisk Ave to SR 30)	Sisk Ave to SR 30	New two lane roadway, bike lanes, sidewalks
23	CR 228 Extension	CR 228 to New Road 22	New two lane roadway, bike lanes, sidewalks
15	Oxford Loop Phase 3 (SR 7 to CR 215)	SR 7 to CR 215	New two lane roadway, bike lanes
25	New Road (SR 30 - WOL Ph3)	SR 30 to New Road 15	New two lane roadway, bike lanes
26	CR 308 Extension	Old Taylor Rd to Pea Ridge Rd; Improve CR 308	New two lane roadway; realign CR 3067 and CR 321 at intersection
54	Canon Road	Frontage Rd to Terminus	Widen and improve to city standards
29	New Road (Pea Ridge Rd - CR 334)	Pea Ridge Rd to CR 334	New two lane roadway; realign CR 405 to form four leg intersection, realign Pea Ridge Rd at S. Lamar Blvd

Table 7 - Recommended Roadway and Intersection Improvements

ID	Corridor or Intersection	Segment	Recommendation
30	SR 6 @ Chucky Mullins Dr.	Interchange	Roundabouts at ramps; construct deceleration lane at SR 6 eastbound
37	College Hill Road @ West Jackson Ave	Intersection	Add SB right turn lane, extend bike lane
32	CR 405 @ SR 6	Intersection	Convert to J-Turn
41	College Hill Road @ McElroy Dr	Intersection	Roundabout or Traffic Signal
42	College Hill Road @ Old Sardis Rd	Intersection	Roundabout or Traffic Signal
39	University Ave @ SR 334	Intersection	Add northbound right turn lane
40	SR 334 @ CR 403	Intersection	Realign CR 403 to improve T-intersection with SR 334
33	18th Street @ Garfield	Intersection	Realign 18th St and 18 St Extd to 4 leg with Garfield
38	SR 30 @ Ed Perry	Intersection	Add right turn lane EB from ramp to Ed Perry
28	Ricky Britt Extension	Extend Ricky Britt Blvd to Old Taylor Road	New two lane roadway
31	Jackson Ave @ Gertrude Ford	Intersection	Convert signalized intersection to roundabout
59	Anchorage Road	Sweet Bay Dr. to SR 314	Widen and improve to city standards

Table 9 - Short -Term Roadway Network Program Elements			
ELEMENT	**ID NO.**	**Segment**	**OPINION OF PROBABLE COST (2025)**
MDOT Program Elements			
State Route 7	6	SR 9W / SR 7 Intersection to end of 4-lane divided	$97,750,000
LOU Program Elements			
Jackson Ave West	1	West Oxford Loop to Washington Avenue	$13,440,000
College Hill @ Jackson Ave	7	Intersection Improvement	$850,000
College Hill @ McElroy	41	Intersection Improvement	$3,100,000
College Hill @ Old Sardis	42	Intersection Improvement	$2,500,000
North Lamar Blvd	4	Price Street to Molly Barr Road	$8,640,000
Old Taylor Road	5	Virginia Chrestman Dr to SR 6	$6,800,000
SR 334 at CR 403	40	Intersection Improvement	$500,000
Jackson Ave @ Gertrude Ford	31	Intersection Improvement	$4,500,000
South Lamar Blvd	7	Tanner Drive to SR 6	$7,900,000
Canon Road	54	Frontage Rd to Terminus	$2,400,000
Total Cost, LOU Program Elements			**$50,630,000**

Table 9 - Short -Term Roadway Network Program Elements			
ELEMENT	**ID NO.**	**Segment**	**OPINION OF PROBABLE COST (2025)**
MDOT Program Elements			
State Route 7	6	SR 9W / SR 7 Intersection to end of 4-lane divided	$97,750,000
LOU Program Elements			
Jackson Ave West	1	West Oxford Loop to Washington Avenue	$13,440,000
College Hill @ Jackson Ave	7	Intersection Improvement	$850,000
College Hill @ McElroy	41	Intersection Improvement	$3,100,000
College Hill @ Old Sardis	42	Intersection Improvement	$2,500,000
North Lamar Blvd	4	Price Street to Molly Barr Road	$8,640,000
Old Taylor Road	5	Virginia Chrestman Dr to SR 6	$6,800,000
SR 334 at CR 403	40	Intersection Improvement	$500,000
Jackson Ave @ Gertrude Ford	31	Intersection Improvement	$4,500,000
South Lamar Blvd	7	Tanner Drive to SR 6	$7,900,000
Canon Road	54	Frontage Rd to Terminus	$2,400,000
Total Cost, LOU Program Elements			**$50,630,000**

Table 11 - Long -Term Roadway Network Program Elements			
ELEMENT	**ID NO.**	**Segment**	**OPINION OF PROBABLE COST (2025)**
LOU Program Elements			
Jackson Ave @ Gertrude Ford	31	Intersection Improvement	$4,500,000
Ricky Britt Extension	28	Ricky Britt east to Old Taylor Rd	$8,000,000
Anchorage Road	59	Breckenridge to SR 314	$7,000,000
CR 244	8	SR 7 to end of paved section	$21,250,000
CR 308 Extension	26	Old Taylor Rd to Pea Ridge Rd	$5,600,000
New Road	25	SR 30 to Oxford Loop Phase 3	$4,100,000
New Road	22	West Oxford Loop Phase 2 to Dooley Rd Extension	$2,415,000
Commonwealth Blvd Extension	17	Commonwealth south to University Ave	$3,500,000
Total Cost, LOU Program Elements			**$56,365,000**

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

CC: Hollis Green, COO /

Date: May 6, 2025

Re: Request Permission to Sign MDOT Permit Application for Improvements to Ricky D Britt Sr Blvd / Hwy 6 Intersection

Engineering request permission to have the mayor sign an MDOT permit application for improvements to be made at the Ricky D. Britt, Sr. Blvd and Highway 6 intersection. Specifically, work would involve constructing a signalized intersection at this location and associated improvements for a new roadway connection from the north.

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

CC: Hollis Green, COO

Date: May 6, 2025

Re: First Reading of Proposed Changes to the City of Oxford Traffic Calming Policy, As Approved 04/16/2013

The City of Oxford's Traffic Calming Policy (attached) was approved on April 6, 2013. The engineering department would like to proposed the following changes to pages 3 and 4 of the policy:

> Page 3, Under "Step 5: Neighborhood Involvement Prior to Stage 2 Device Installation". Remove "Speed Humps" as a possible stage 2 method of traffic calming.
>
> Page 4, Remove the following section:
>
> *Additional criteria will govern the installation of Speed Humps:*
> *• Speed Humps will not be installed on a portion of any street with a grade in excess of eight percent (8%).*
> *• Speed Humps will be available only on residential streets carrying fewer than 1,500 vehicles per day.*

Over the past several years, the use of speed humps (or speed tables) has been studied and several potential negative consequences have been found. These include, but are not limited to, increased wear and tear on vehicles, potential increased fuel consumption and emissions, noise pollution, delayed response times for emergency vehicles, and altered traffic flow patterns. There are several, more innovative and less intrusive, means of traffic calming that can be utilized in this day and time. Engineering would like to see the city move toward these options and away from the installation of speed humps and recommends this change to the Board.

Traffic Calming Policy 03/2013
City of Oxford Public Works Department
Approved by Board of Aldermen 04/16/2013

The City of Oxford has adopted a Traffic Calming Policy as described herein to address resident concerns regarding speeding and cut-through traffic in residential neighborhoods and the potential safety concerns associated with such traffic while still respecting and promoting the Complete Street Policy. Any variations from this policy require approval of the Board of Alderman.

To be considered for traffic calming measures, the street must first be classified as a "Local" street. Section 162.04(2c) defines local streets as:

> Residential or rural roads not classified in a higher system, primarily providing direct access to abutting land and to collector streets. They offer the lowest level of mobility and usually carry very little truck traffic. Service for through traffic is deliberately discouraged.

Public Works Engineering staff can assist in determining the road classification and will make the final determination if the street meets the applicable criteria.

In addition to classification, the street must meet one or more of the following criteria:

- Speed:

The street must meet speeding thresholds that indicate that 85% of users are exceeding the appropriately established speed limit by 7 miles per hour or more.

- Volume:

When considering a problem of cut-through traffic, a minimum threshold of 1000 vehicles per day must be exceeded for a street to be eligible for traffic calming. Maximum volume thresholds may also exist for specific traffic calming measures.

- Other:

City staff will evaluate traffic problems that could not be categorized as speed or volume related on a case-by-case basis to determine if traffic calming measures are warranted.

Public Works Staff will conduct the appropriate studies to determine the speed and volume on each road as described in Step 2 of the Evaluation Process on the following pages.

Funding and Priority Ranking

Traffic Calming requests will be prioritized by the City of Oxford's Public Works Department on a first-come-first served basis based on the date of receipt of the Traffic Study Request Form as described in Step 1 below. Funding will be based on available funds, need, and prioritization, unless the Board of Aldermen determines that conditions

on a particular street, as demonstrated by speed or accident statistics, require greater priority. There is no guarantee that public funding will be available. Approved projects may be privately funded**.**

The City reserves the right to install traffic calming devices without a resident petition, as circumstances require. Further, nothing in this policy shall be read to require the City to install traffic calming devices at any specific location, or according to any specific timeline, other than those locations and timelines as may be determined by the City's Board of Aldermen.

Evaluation of Traffic Concerns
In order to fairly and appropriately address each resident's concern while best allocating resources, the City will follow an ordered response as described below:

Step 1: Report the Problem

A concerned resident must first report the problem to the City of Oxford Public Works Department using the Request for Traffic Study form provided by the City. This form is available on the City of Oxford website (www.oxfordms.net). A copy of the form may be requested by phone at (662)232-2306 or email by visiting the City of Oxford website (www.oxfordms.net ➔Contact Us ➔ Concerns for Oxford Contact Page➔ Select Street/Traffic from the Common Request Dropdown menu). The form may also be picked up at City Hall. All completed forms must be returned directly to Public Works Department.

Step 2: Data Collection

City Engineering staff will collect traffic volume and speed data for the street and make field observations of any traffic patterns.

Step 3: Traffic Calming Study and Recommendation

City Engineering staff will use the data collected to complete a traffic calming study. This study may also include interviews with street residents, evaluation of accident histories along the street, recommendations from the Pathways Commission and any other means of gathering information needed to form a recommendation. Recommendations will be made in tiered response from Stage 1 to Stage 2 as described below:

Stage 1 (Possible methods used):

1. **Radar Speed deployment**-A temporary device will be installed to educate motorists regarding the fact that they may be significantly exceeding the speed limit.

2. **Traffic Enforcement Actions**-Oxford Police Department will provide an increased presence with the intent of modifying behavior.

3. **Traffic Signing and Pavement Markers**-Additional signing or striping may be installed.

4. **Curb extensions, chokers**-Various methods are used to narrow the roadway by extending raised curbs into the street.

5. **Traffic Circles**-A raised circular island in the middle of a residential neighborhood intersection.

This list is not intended to include every possible traffic control measure available for implementation but to provide guidelines and information on lesser known means.

Step 4: Follow-up Data Collection—Evaluate Results

If one or more of the Stage 1 Traffic Calming measures is implemented, City staff will wait approximately 6-8 weeks and conduct another speed and/or volume data collection. The data will then be analyzed to determine if the Traffic Calming measure was successful. If the measure was successful, and the criteria thresholds are not exceeded, then the traffic calming process will end at this point.

If the location continues to exceed the thresholds for speed and/or volume on a residential street, City staff will move on to analyze the possible Stage 2 Traffic Calming methods as described in Step 5 below.

Step 5: Neighborhood Involvement Prior to Stage 2 Device Installation

If follow-up data indicates that previous efforts to calm traffic have been unsuccessful, Stage 2 Traffic Calming Devices will be considered. Neighborhood involvement will be a large part of the evaluation before any Stage 2 Traffic Calming Devices are installed.

Stage 2 (Possible methods used):

1. **Median Entry islands or barriers**-Traffic islands used to create narrower roadway passages at entry and exit points or along the center of a roadway to prevent left turns

1. **Speed humps**-Raised pavement devices of either asphalt or concrete that measure approximately 12 feet in length and 3 inches in height and nearly the full road width.

2. **One Way chokers, half-closures, or semi-diverters**- Barriers to traffic in one direction that permit traffic in the opposite direction to proceed.

3. **Forced turn islands, barriers, channelization**—Traffic islands or curbs specifically designed to prevent traffic from making specific movements at an intersection.

4. **Diagonal diverters**-Barriers are placed diagonally across across an intersection to force drivers to make a particular turn but prevent other movements (such as proceeding straight through the intersection)

5. **Neighborhood Greenways**—low-traffic, low-speed neighborhood roads where pedestrians and cyclists are given priority and a variety of traffic calming measures including traffic stripe and signage, diverters, partial street closures and other means are deployed to encourage pedestrian and cyclist use and discourage automobile use

This list is not intended to include every possible traffic control measure available for implementation but to provide guidelines and information on lesser known means.

The following minimum criteria shall govern installation of Stage 2 Traffic Calming Devices in the City of Oxford:

- Stage 2 Traffic Calming Devices will be considered only after other less intrusive Stage 1 Traffic Calming measures have been rejected as infeasible or ineffective.
- Stage 2 Traffic Calming Devices will be available only on streets that have a posted speed limit no greater than 30 mph as determined in accordance with State Law, and no more than one traffic lane in each direction.
- Stage 2 Traffic Calming Devices will not be installed on any street designated as a truck route or a transit route.
- Stage 2 Traffic Calming Devices will not be installed on any street as to which there is, in the judgment of the Public Works Department, inadequate vertical and horizontal alignment and sight distances to allow for safe installation.
- Stage 2 Traffic Calming Devices will not be installed on any street that is a primary access route for emergency vehicles and would cause, in the judgment of the City's emergency response providers, unacceptable delay in response time to emergencies.

Additional criteria will govern the installation of Speed Humps:

- Speed Humps will not be installed on a portion of any street with a grade in excess of eight percent (8%).
- Speed Humps will be available only on residential streets carrying fewer than 1,500 vehicles per day.

Stage 2 Traffic Calming Devices will only be installed if 80% of the owners of residences (one vote per ownership) in the affected area sign the petition provided by the Public Works Department in favor of Stage 2 Traffic Calming Devices.

SUBMISSION OF PETITION

If the follow-up data collected in Step 4 indicates that additional Traffic Calming measures may be beneficial, the Public Works Department will contact the person who submitted the required form in **Step 1**. That resident would be eligible to become the

sponsor of a neighborhood petition to determine the level of support and acceptance for any proposed Stage 2 Traffic Calming Devices. The sponsor may be any owner or resident residing on the street requesting Stage 2 Traffic Calming Devices.

The sponsor of the petition shall contact every resident in the affected area. The affected area will be determined by the Public Works Department and will include the residences immediately adjacent to the street except for areas where dead end streets force additional residents to use the street petitioning for the installation of Stage 2 Traffic Calming Devices. If a resident is against the Stage 2 Traffic Calming Devices, "opposed" will be noted on the petition signature space. If the sponsor is unable to contact a resident, "no contact" will be noted on the petition signature space with the days and times that contact was attempted. The sponsor must make at least two (2) attempts on separate days to contact a resident.

The sponsor must use a petition form provided by the City staff which clearly indicates the proposed location of the Stage 2 Traffic Calming Device and the additional signs are stripe associated with that device.

VERIFICATION AND PROCESSING OF PETITION

Upon receipt of a complete petition (on a form provided by City staff) containing the requisite number of signatures, the petition will be reviewed and verified by the Public Works Department. The verified petition, along with documentation of traffic study information, will be forwarded to the City of Oxford's Pathways Commission. The Pathways Commission will work with the Engineering Staff to recommend traffic calming devices. Prioritization and need will be determined by the City of Oxford's Public Works Department once per fiscal year. The Public Works Department will present the recommendation and prioritization to the Board of Aldermen during the budget process for approval and authorization. The decision of the Board shall be final.

FUNDING AND PRIORITY RANKING

Traffic Calming requests will be prioritized by the City of Oxford's Public Works Department. Funding will be based on available funds, need, and prioritization, unless the Board of Aldermen determines that conditions on a particular street, as demonstrated by speed or accident statistics, require greater priority. There is no guarantee that public funding will be available. Approved projects may be privately funded**.**

The City reserves the right to install traffic calming devices without a resident petition, as circumstances require. Further, nothing in this policy shall be read to require the City to install traffic calming devices at any specific location, or according to any specific timeline, other than those locations and timelines as may be determined by the City's Board of Aldermen.

REMOVAL OF STAGE 2 TRAFFIC CALMING DEVICES

Stage 2 Traffic Calming Devices installed upon resident petition pursuant to this policy may be removed by the City upon a determination that the removal is required for public

safety reasons or a determination is made that the criteria for Stage 2 Traffic Calming Devices is no longer met because of changes in the area.

FUNDING OF REMOVAL

Removal of Stage 2 Traffic Calming Devices or other traffic calming devices initiated by the Board of Aldermen, the City of Oxford Public Works Department or any other city department shall be funded through the City of Oxford's General Fund.

THE CITY OF
OXFORD

AGENDA

City of Oxford

Board of Aldermen

Special Meeting

May 08, 2025 at 09:00 AM

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).

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1. Opening the meeting.

   Pursuant to Section 21-3-21, Mississippi Code of 1972 Annotated, I, Robyn Tannehill, Mayor of The City of Oxford, Mississippi, do hereby call the Mayor and Board of Aldermen of Oxford, MS, to a **SPECIAL MEETING** to be held on **Thursday, May 8, 2025 at 9:00am** for the transaction of important business. The meeting will be held in the 2nd Floor Courtroom of City Hall. The business to be acted upon at the Special Meeting is the consideration of the following:

   1.a. Call to Order.

   1.b. Adopt the agenda for the meeting.

2. Closing the meeting.

   2.a. Consider an executive session.

   2.b. Adjourn.

Robyn Tannehill

ROBYN TANNEHILL, MAYOR

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Ward I, Rick Addy, of the foregoing meeting on 5/7/2025 at 2:17 a.m./p.m.

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Ward II, Mark Huelse, of the foregoing meeting on 5/7/2025 at 2:17 a.m./p.m.

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Ward III, Brian Hyneman, of the foregoing meeting on 5/7/2025 at 2:17 a.m./p.m.

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Ward IV, Kesha Howell-Atkinson, of the foregoing meeting on 5/7/2025 at 2:17 a.m./p.m.

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Ward V, Preston Taylor, of the foregoing meeting on 5/7/2025 at 2:17 a.m./p.m.

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Ward VI, Jason Bailey, of the foregoing meeting on 5/7/2025 at 2:17 a.m./p.m.

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman At-Large Mary Martha Crowe of the foregoing meeting on 5/7/2025 at 2:17 a.m./p.m.

THE CITY OF
OXFORD

MINUTES

City of Oxford

Board of Aldermen

Special Meeting

May 08, 2025 at 09:00 AM

City Hall Courtroom

1. Opening the meeting.

Pursuant to Section 21-3-21, Mississippi Code of 1972 Annotated, I, Robyn Tannehill, Mayor of The City of Oxford, Mississippi, do hereby call the Mayor and Board of Aldermen of Oxford, MS, to a **SPECIAL MEETING** to be held on **Thursday, May 8, 2025 at 9:00am** for the transaction of important business. The meeting will be held in the 2nd Floor Courtroom of City Hall. The business to be acted upon at the Special Meeting is the consideration of the following:

1.a. Call to Order.

The Special Meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi, was called to order by Mayor Tannehill at 9:00am on Thursday, May 8, 2025 in the courtroom of Oxford City Hall when and where the following were present:

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

Pope Mallette, City Attorney-via Microsoft Teams
Ashley Atkinson, City Clerk
Hollis Green, Chief Operating Officer
Braxton Tullos, HR Director

1.b. Adopt the agenda for the meeting.

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

2. Closing the meeting.

2.a. Consider an executive session.

It was moved by Alderman Crowe, seconded by Alderman Howell-Atkinson to consider an executive session for a personnel/potential litigation matter. All the aldermen present voting

aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Hyneman, seconded by Alderman Crowe to enter into an executive session for a personnel/potential litigation matter in the Municipal Court Department. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

Alderman Addy joined the meeting.

It was moved by Alderman Hyneman, seconded by Alderman Crowe to hire outside counsel to conduct an investigation into the claim made by a Municipal Court employee. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Hyneman, seconded by Alderman Howell-Atkinson to return to regular session.

2.b. Adjourn.

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

Robyn Tannehill

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk

CORPORATION OF OXFORD, MISSISSIPPI

THE CITY OF
OXFORD

MINUTES

City of Oxford

Board of Aldermen

Recess Meeting

May 13, 2025 at 03:00 PM

City Hall Courtroom

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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 3:00pm on Tuesday, May 13, 2025 in the courtroom of Oxford City Hall when and where the following were present:

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

Pope Mallette, City Attorney-absent
Paul Watkins, City Attorney
Ashley Atkinson, City Clerk
Hollis Green, Chief Operating Officer
Braxton Tullos, HR Director
John Crawley, City Engineer
Shane Fortner, Emergency Management Director
Ben Requet, City Planner
Mark Levy, Special Projects
Allison Ferris, Development Services Office Manager

1.b. Adopt the agenda for the meeting.

It was moved by Alderman Crowe, seconded by Alderman Bailey to adopt the agenda for the meeting with the removal of item 2.a. and the addition of item 2.b. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

2. Regular Agenda: New Business

2.a. Discuss the proposed balcony at Rafter's.

This item was removed from the agenda.

2.b. Request permission to approve a "rain date" for the annual Destination Car Show.

It was moved by Alderman Bailey, seconded by Alderman Huelse to approve June 14, 2025 as a "rain-date" for the annual Destination Car Show that is scheduled for Saturday, May 17th. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

2.c. Request permission to approve a third party advertising contract in conjunction with the City's contract with View Point.

Agenda Attachments
1. Viewpoint Brand Guide.pdf

It was moved by Alderman Bailey, seconded by Alderman Howell-Atkinson to approve a third party advertising contract, in the amount of $5,000.00, in conjunction with the City's contract with View Point. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

2.d. Request permission for an employee to attend the MS Municipal Judge's Conference on May 28-30, 2025 in Biloxi, MS at an estimated cost of $1,300.00. (Nickie Denley/Ashley Atkinson)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to allow an employee to attend the MS Municipal Judge's Conference on May 28-30, 2025 in Biloxi, MS at an estimated cost of $1,300.00. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

2.e. Request permission to consider the bids received for the North Lamar/Molly Barr Roundabout Project. (John Crawley)

Agenda Attachments
1. Memo - Reject Bid for North Lamar and Molly Barr Roundabout Project - Combined.pdf

It was moved by Alderman Huelse, seconded by Alderman Bailey to reject the bid received for the North Lamar/Molly Barr Roundabout Project and to re-advertise the bids. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

2.f. Request permission to consider the bids received for the South Lamar pedestrian Improvements Project. (John Crawley)

Agenda Attachments
1. Memo - Accept Bid for South Lamar Ped Improvments Project - Combined.pdf

It was moved by Alderman Huelse, seconded by Alderman Crowe to accept the bids received and award a bid to Phillips Contracting Company, Inc., in the amount of $848,125.00 for the South Lamar Pedestrian Improvements Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

2.g. Discuss an "Adopt an Interchange" agreement with MDOT for Highway 6 and 7 interchanges. (John Crawley)

Agenda Attachments
1. Memo- Dicussion Regarding Adoption and Interchange Agreement from MDOT - Combined.pdf

After a brief discussion, it was agreed that this item would be addressed during upcoming budget meetings. No action was taken.

2.h. Discuss the FY 2025-2026 budget for the Oxford Utilities-Electric Division. (Rob Neely)

Agenda Attachments
1. FY2026 Oxford Utilities-Electric Division Budget.pdf

Oxford Utilities-General Manager, Rob Neely, presented the proposed FY 2025-2026 budget for the Oxford Utilities-Electric Division. It will be formally adopted at a meeting in June.

3. Closing the Meeting

3.a. Consider an executive session.

It was moved by Alderman Bailey, seconded by Alderman Huelse to consider an executive

session for a personnel matter and a matter related to property ownership. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Hyneman, seconded by Alderman Bailey to enter into an executive session for a school board personnel matter and a matter related to property ownership on Anderson Road. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Huelse, seconded by Alderman Bailey to authorize the purchase of approximately 7.5 acres of property on Anderson Road for the appraisal value and that the seller of the property is responsible for all tree mitigation costs for the remaining property as it is developed. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

Aldermen Howell-Atkinson and Crowe left the meeting at this time.

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

3.b. Adjourn.

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

Robyn Tannehill

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk

CORPORATION OF OXFORD, MISSISSIPPI

Brand Guide

VIEWPOINT

WITH DENNIS QUAID

Congratulations!

We would like to extend our heartfelt congratulations on your invitation to the Viewpoint Program with Dennis Quaid! We are eager to share your remarkable story with millions of viewers.

This Brand Guide serves as your essential tool to maximize the potential of your new content.

What's Inside

Viewpoint Brand
Approved logos and colors

Great Ideas!
Suggestions for leveraging your commercial and corporate image segment effectively.

Compliant vs. Noncompliant Verbiage
We want to ensure that you are utilizing approved terminology to remain compliant with our host and distribution partners.

Viewpoint Logos

Below are two versions of the "Viewpoint with Dennis Quaid" logo:

1. **Viewpoint** in black lettering
2. **Viewpoint** in white lettering

Both logos feature transparent backgrounds. We encourage you to initiate engaging promotional activities to generate excitement about your invitation to Viewpoint with Dennis Quaid. Click on the icon below to download the PNG files.

#1 VIEWPOINT
WITH DENNIS QUAID

#2 VIEWPOINT
WITH DENNIS QUAID

Click Here To Download PNG Viewpoint Logos

The black background was inserted on this page to view the white lettering.

Approved Colors

#000000 **#ffffff**

Social Media

Social media plays a vital role in generating enthusiasm for your project! 🎉
To effectively engage your audience, consider implementing strategies for pre-promotion, promotion, and post-promotion of your story.

Please refer to the links below for all of the Viewpoint Program's social media accounts, and don't forget to tag us in your project related posts! 🎉

X: @Viewpoint_Quaid https://x.com/Viewpoint_Quaid

Facebook:@viewpoint.project.dennis.quaid https://www.facebook.com/viewpoint.project.dennis.quaid

LinkedIn: @viewpoint-project-dennis-quaid https://www.linkedin.com/company/viewpoint-project-dennis-quaid

#ViewpointWithDennisQuaid #Viewpoint

Great Examples!

ABC Companies very own “Celebrities” (left to right - Jane Doe and Sue Jones) recently traveled to Boca Raton FL to film a segment for the series @viewpoint.project.dennis.quaid 🌟

ABC Company was selected as a featured guest to help educate millions of people about the importance of developing an insurance and risk management program.

Viewpoint airs on Public Television stations nationwide. Stay tuned for some more behind the scenes looks from our filming day and what’s to come!

#ViewpointwithDennisQuaid #ViewpointProject

We’re thrilled to announce that ABC Company, President & CEO Jane Doe will appear on the groundbreaking series @viewpoint-project-dennis-quaid! 🎬🎉

In the segment, Jane shares our proven strategy for creating truly inclusive workplaces and discusses how companies can tap into this exceptional talent pool.

#ViewpointwithDennisQuaid #ViewpointProject #InclusiveEmployment #SocialImpact

What You Can Say...

Compliant vs. Noncompliant

Always place Dennis Quaid's name after the show name.

❌ Dennis Quaid on Viewpoint

✅ Viewpoint with Dennis Quaid

Please never tag Dennis Quaid in your posts.

Dennis Quaid is the esteemed host of the Viewpoint Program however, he is not the participant's spokesperson! Our aim is to keep the focus on you.

❌ #DennisQuaid

✅ Instead, we encourage you to use the hashtag #Viewpoint and/or #ViewpointWithDennisQuaid in all of your contributions.

Please do not make any alterations to the Viewpoint logo including font and color.

❌ The Viewpoint logo is a distinctive trademark; therefore, any alterations are strictly prohibited. This includes modifications to the font and color.

✅ Feel free to place the logos provided to you in this Brand Guide in your posts and promotional materials.

Please do not use Dennis Quaid's Image.

While we hold a deep appreciation for Dennis Quaid and would love to feature him prominently, it is essential that we utilize his image solely for our educational programming via Public Television.

❌ It is prohibited to use his image without proper authorization.

✅ You may utilize the "Viewpoint with Dennis Quaid" show logo for promotion. This strategy allows your organization to benefit from the celebrity's appeal while ensuring compliance with the terms outlined in our host agreement.

Public Television (PTV) vs. PBS

Your feature on the Viewpoint Program is poised to captivate audiences on numerous Public Television (PTV) stations nationwide.

❌ PBS is a content creator, similar to our organization. To avoid any confusion and ensure compliance, please refrain from stating that your program will air on "PBS." Any such misrepresentation could cause complications and may potentially lead to the removal of your content.

✅ We appreciate your attention to this matter and your commitment to accurate representation.

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Mayor and Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO

Date: May 13, 2025

Re: Request to Reject Bid for the North Lamar / Molly Barr Roundabout Project

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On Friday, May 9, 2025 one bid was opened for the above-captioned project, which proposes to construct a roundabout to replace the existing signalized intersection. The bid, from STE-BIL Grading, Inc., was for **$3,061,606.00**. This bid is **approximately 59% over the engineering estimate for the project**. Please note, the primary factor leading to a lack of bidders was the proposed timeline for the project, which was to have construction begin June 1st and be completed by September.

The certified bid tabulation is attached for review.

Engineering recommends rejecting the bid, modifying the proposed timeline, and rebidding.

BIDS RECEIVED

May 9, 2025
11:00 a.m.

NORTH LAMAR - MOLLY BARR
INTERSECTION IMPROVEMENTS
CITY OF OXFORD, MISSISSIPPI

				ENGINEERING ESTIMATE		STE-BIL Grading, Inc. Waterford, MS MS Certification: 22458-MC	
BID ITEM NO.	DESCRIPTION	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
S-200-A	Mobilization	1	LS	$150,000.00	$ 150,000.00	$375,000.00	$ 375,000.00
S-201-B	Clearing and Grubbing	0.90	ACRE	$6,000.00	$ 5,400.00	$20,000.00	$ 18,000.00
S-202-B	Removal of Traffic Sign, Including Post & Footing	2	EACH	$800.00	$ 1,600.00	$500.00	$ 1,000.00
S-202-B	Removal of Inlets, All Sizes	1	EACH	$3,500.00	$ 3,500.00	$5,000.00	$ 5,000.00
S-202-B	Removal of Traffic Signal Pole Foundations	2	EACH	$5,000.00	$ 10,000.00	$2,500.00	$ 5,000.00
S-202-C	Removal of Drainage Pipe (8" Pipe and Above)	111.0	LF	$30.00	$ 3,330.00	$50.00	$ 5,550.00
S-202-C	Removal of Concrete Curb and/or Combination Curb & Gutter	650.0	LF	$15.00	$ 9,750.00	$25.00	$ 16,250.00
S-202-D	Removal of Concrete Island Pavement	172.0	SY	$20.00	$ 3,440.00	$50.00	$ 8,600.00
S-202-D	Removal of Asphalt Pavement, All Depths	5,951.0	SY	$10.00	$ 59,510.00	$30.00	$ 178,530.00
S-202-D	Removal of Concrete Pavement, All Depths	167.0	SY	$20.00	$ 3,340.00	$100.00	$ 16,700.00
S-202-D	Removal of Concrete Paved Ditch	44.0	SY	$20.00	$ 880.00	$100.00	$ 4,400.00
S-203-A	Unclassified Excavation (FM)	296.0	CY	$17.00	$ 5,032.00	$25.00	$ 7,400.00
S-203-E	Borrow Excavation (Contractor Furnished, FME, Class 9)	2,216.0	CY	$30.00	$ 66,480.00	$35.00	$ 77,560.00
S-212-B	Commercial Fertilizer (13:13:13)	0.90	TON	$1,000.00	$ 900.00	$2,000.00	$ 1,800.00
S-226-A	Solid Sodding	7,260.0	SY	$7.00	$ 50,820.00	$10.00	$ 72,600.00
S-229-A	Portland Cement Concrete Paved Ditch	6.500	CY	$800.00	$ 5,200.00	$2,000.00	$ 13,000.00
S-233-A	Temporary Silt Fence	960.0	LF	$5.00	$ 4,800.00	$10.00	$ 9,600.00
237-A	Wattles, 12"	300.0	LF	$5.00	$ 1,500.00	$10.00	$ 3,000.00

S-304-D	Crushed Stone	2,518.0	TON	$70.00	$ 176,260.00	$80.00	$ 201,440.00
S-403-A	Hot Mix Asphalt MT, 9.5-MM Mixture	1,368.0	TON	$200.00	$ 273,600.00	$250.00	$ 342,000.00
S-403-A	Hot Mix Asphalt, MT, 12.5-MM Mixture	407.0	TON	$200.00	$ 81,400.00	$275.00	$ 111,925.00
S-403-A	Hot Mix Asphalt, MT, 19-MM Mixture	610.0	TON	$200.00	$ 122,000.00	$240.00	$ 146,400.00
S-406-A	Cold Milling of Bituminous Pavement, All Depths	8,736.0	SY	$12.00	$ 104,832.00	$8.00	$ 69,888.00
S-407-A	Asphalt for Tack Coat	1,613.0	GAL	$8.00	$ 12,904.00	$6.00	$ 9,678.00
S-601-B	Class "B" Structural Concrete, Minor Structures	32.000	CY	$ 2,500.00	$ 80,000.00	$4,000.00	$ 128,000.00
S-602-A	Reinforcing Steel	2,852	LB	$3.00	$ 8,556.00	$5.00	$ 14,260.00
S-603-C-A	18" Reinforced Concrete Pipe, Class III	40.0	LF	$45.00	$ 1,800.00	$100.00	$ 4,000.00
S-603-C-A	24" Reinforced Concrete Pipe, Class III	205.0	LF	$55.00	$ 11,275.00	$150.00	$ 30,750.00
S-603-C-B	18" Reinforced Concrete End Section	2	EACH	$1,000.00	$ 2,000.00	$2,500.00	$ 5,000.00
S-603-C-B	24" Reinforced Concrete End Section	1	EACH	$1,300.00	$ 1,300.00	$3,500.00	$ 3,500.00
S-603-PP-A	18" High Performance Polypropylene Pipe	339.0	LF	$80.00	$ 27,120.00	$125.00	$ 42,375.00
S-603-PP-A	24" High Performance Polypropylene Pipe	511.0	LF	$95.00	$ 48,545.00	$145.00	$ 74,095.00
S-604-A	Castings	632	LB	$6.00	$ 3,792.00	$10.00	$ 6,320.00
S-604-B	Gratings	250	LB	$6.00	$ 1,500.00	$10.00	$ 2,500.00
S-608-A	Concrete Sidewalk	870.0	SY	$80.00	$ 69,600.00	$100.00	$ 87,000.00
S-608-B	Concrete Driveway	401.0	SY	$100.00	$ 40,100.00	$150.00	$ 60,150.00
608-C	Detectable Warning Panels	266.0	SF	$50.00	$ 13,300.00	$50.00	$ 13,300.00
S-609-B	Concrete Curb, Header	816.0	LF	$30.00	$ 24,480.00	$55.00	$ 44,880.00
S-609-D	Combination Concrete Curb and Gutter, Type 1 Modified	1,957.0	LF	$27.00	$ 52,839.00	$50.00	$ 97,850.00
S-609-D-PP	Concrete Curb, Special Deesign, Per Plans	672.0	LF	$32.00	$ 21,504.00	$75.00	$ 50,400.00
S-613-D	Adjustment of 12" Water Main	1	LS	$8,000.00	$ 8,000.00	$25,000.00	$ 25,000.00
S-613-E	Adjustment of Manhole	1	UNIT	$800.00	$ 800.00	$5,000.00	$ 5,000.00
S-613-E	Adjustment of Communications Pullbox	2	UNIT	$600.00	$ 1,200.00	$7,500.00	$ 15,000.00

S-616-A	Concrete Island Pavement	757.0	SY	$115.00	$ 87,055.00	$200.00	$ 151,400.00
S-618-A	Maintenance of Traffic	1	LS	$50,000.00	$ 50,000.00	$160,000.00	$ 160,000.00
S-621-A	6" Wide Thermoplastic Traffic Stripe (Skip White)(90 MIL)	0.021	MI	$4,500.00	$ 94.50	$5,000.00	$ 105.00
S-621-B	6" Wide Thermoplastic Traffic Stripe (Continuous White)(90 MIL)	0.100	MI	$8,000.00	$ 800.00	$10,000.00	$ 1,000.00
S-621-C	6" Wide Thermoplastic Edge Stripe (Continuous White)(60 MIL)	0.829	MI	$8,000.00	$ 6,632.00	$10,000.00	$ 8,290.00
S-621-D	6" Wide Thermoplastic Traffic Stripe (Skip Yellow)(90 MIL)	0.150	MI	$4,500.00	$ 675.00	$5,000.00	$ 750.00
S-621-E-2	6" Wide Thermoplastic Traffic Stripe (Continuous Yellow)(90 MIL)	1.050	MI	$8,000.00	$ 8,400.00	$10,000.00	$ 10,500.00
S-621-G-1	Thermoplastic Detail Stripe (6" Equivalent Length)(White)(90 MIL)	600.0	LF	$5.00	$ 3,000.00	$5.00	$ 3,000.00
S-621-G-2	Thermoplastic Detail Stripe (6" Equivalent Length)(Yellow)(90 MIL)	1,230.0	LF	$5.00	$ 6,150.00	$12.00	$ 14,760.00
S-621-H-2	Thermoplastic Legend (White)(120 MIL)	1,200.0	SY	$12.00	$ 14,400.00	$12.00	$ 14,400.00
S-627-K	Red-Clear Reflective High Performance Raised Markers	37	EACH	$11.00	$ 407.00	$100.00	$ 3,700.00
S-627-L	Two-way Yellow Reflective High Performance Raised Markers	612	EACH	$11.00	$ 6,732.00	$25.00	$ 15,300.00
S-630-B	Reflectorized Traffic Regulatory Sign (Encapsulated Lens)	10	EACH	$500.00	$ 5,000.00	$500.00	$ 5,000.00
S-630-G	Reflectorized Traffic Warning Sign with Supp. Plate (Encapsulated Lens)	6	EACH	$800.00	$ 4,800.00	$500.00	$ 3,000.00
S-631-A	Flowable Fill	40.0	CY	$100.00	$ 4,000.00	$1,000.00	$ 40,000.00
ELEC-1	Installation of Double Line of Electric Conduit	94.0	LF	$20.00	$ 1,880.00	$100.00	$ 9,400.00
ELEC-2	Installation of Double Line of Electric Conduit Encased in Conduit	345.0	LF	$40.00	$ 13,800.00	$500.00	$ 172,500.00
ELEC-3	Installation of Single Line of Electric Conduit	680.0	LF	$15.00	$ 10,200.00	$20.00	$ 13,600.00
TELE-1	Installation of Single Line of Telephone Conduit	180.0	LF	$15.00	$ 2,700.00	$40.00	$ 7,200.00
MAXX-1	Precast Box with Manhole Ring and Cover over Maxxsouth Pullbox	1	EACH	$5,000.00	$ 5,000.00	$18,000.00	$ 18,000.00
TOTAL BID				**$**	**1,805,914.50**	**$**	**3,061,606.00**

I CERTIFY THIS TO BE A TRUE AND ACCURATE TABULATION OF ALL BIDS RECEIVED:

/Kw. McLeod

Kevin W. McLeod, P E
Consulting Engineer

5/9/25
DATE

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Mayor and Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO

Date: May 13, 2025

Re: Accept Bid for South Lamar Pedestrian Improvements Project

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On Friday, May 9, 2025 two bids were opened for the above-captioned project, which proposes a pedestrian connection from Oxford Way to Belk Drive along South Lamar Boulevard.

The low bidder, Phillips Contracting Company, Inc., submitted a bid for **$848,125.00**. Please see the attached certified bid tabulation for review.

Engineering recommends acceptance of the bid.

BIDS RECEIVED

MAY 9, 2025
10:00 A.M.

SOUTH LAMAR BOULEVARD PEDESTRIAN IMPROVEMENTS
CITY OF OXFORD, MISSISSIPPI

BID ITEM NO.	DESCRIPTION	APPROX QUANTITY	UNIT	ENGINEERING ESTIMATE UNIT PRICE	ENGINEERING ESTIMATE AMOUNT	Phillips Contracting Company, Inc. Columbus, MS 39705 MS Certification: 00229-MC UNIT PRICE	Phillips Contracting Company, Inc. AMOUNT	J M Duncan, Inc. Ripley, MS 38663 MS Certification: 16029-SC UNIT PRICE	J M Duncan, Inc. AMOUNT
	ROADWAY ITEMS								
S-200-A	Mobilization	1	LS	$60,000.00	$ 60,000.00	$75,000.00	$ 75,000.00	$75,000.00	$ 75,000.00
S-201-B	Clearing and Grubbing	0.60	ACRE	$6,000.00	$ 3,600.00	$35,000.00	$ 21,000.00	$16,000.00	$ 9,600.00
S-202-B	Removal of Inlet	5	UNIT	$3,500.00	$ 17,500.00	$1,000.00	$ 5,000.00	$5,000.00	$ 25,000.00
S-202-B	Removal of Inlet Top	1	UNIT	$1,750.00	$ 1,750.00	$2,000.00	$ 2,000.00	$5,000.00	$ 5,000.00
S-202-B	Removal of Sign and Post	1	UNIT	$500.00	$ 500.00	$100.00	$ 100.00	$100.00	$ 100.00
S-202-B	Removal and Reset Sign and Post	1	UNIT	$600.00	$ 600.00	$150.00	$ 150.00	$150.00	$ 150.00
S-202-C	Removal of Concrete Curb and Gutter	597.0	LF	$15.00	$ 8,955.00	$17.00	$ 10,149.00	$32.00	$ 19,104.00
S-202-D	Removal of Asphalt Pavement	691.0	SY	$10.00	$ 6,910.00	$30.00	$ 20,730.00	$45.00	$ 31,095.00
S-202-D	Removal of Concrete Driveway	242.0	SY	$20.00	$ 4,840.00	$35.00	$ 8,470.00	$35.00	$ 8,470.00
S-202-D	Removal of Concrete Paved Ditch	88.0	SY	$20.00	$ 1,760.00	$30.00	$ 2,640.00	$30.00	$ 2,640.00
S-202-D	Removal of Concrete Sidewalk	178.0	SY	$19.00	$ 3,382.00	$30.00	$ 5,340.00	$30.00	$ 5,340.00
S-202-E	Removal of Pipe (All Sizes)	33.0	LF	$30.00	$ 990.00	$50.00	$ 1,650.00	$50.00	$ 1,650.00
S-203-A	Unclassified Excavation (FM)	40.0	CY	$17.00	$ 680.00	$25.75	$ 1,030.00	$50.00	$ 2,000.00
S-203-E1	Borrow Excavation (F.M.E.) (Contractor Furnished)(Class 9)	340.0	CY	$30.00	$ 10,200.00	$50.00	$ 17,000.00	$50.00	$ 17,000.00
S-304-D	Crushed Stone	140.0	TON	$70.00	$ 9,800.00	$100.00	$ 14,000.00	$85.00	$ 11,900.00
S-403-A	Hot Mix Asphalt, MT 12.5-MM Mixture	659.0	TON	$200.00	$ 131,800.00	$170.00	$ 112,030.00	$180.00	$ 118,620.00
S-406-A	Cold Milling of Bituminous Pavement, All Depths	5,989.0	SY	$12.00	$ 71,868.00	$5.00	$ 29,945.00	$6.00	$ 35,934.00
S-407-A	Asphalt for Tack Coat	599.0	GAL	$8.00	$ 4,792.00	$6.25	$ 3,743.75	$7.00	$ 4,193.00
S-601-B	Class "B" Structural Concrete, Minor Structures	28.500	CY	$2,500.00	$ 71,250.00	$3,500.00	$ 99,750.00	$3,000.00	$ 85,500.00
S-602-A	Reinforcing Steel	2,471	LB	$3.00	$ 7,413.00	$3.00	$ 7,413.00	$5.00	$ 12,355.00
S-603-PP-A	18" High Performance Polypropylene Pipe	260.0	LF	$80.00	$ 20,800.00	$120.00	$ 31,200.00	$100.00	$ 26,000.00
S-603-PP-A	24" High Performance Polypropylene Pipe	28.0	LF	$95.00	$ 2,660.00	$135.00	$ 3,780.00	$180.00	$ 5,040.00
S-604-A	Castings	553	LB	$6.00	$ 3,318.00	$8.00	$ 4,424.00	$8.00	$ 4,424.00
S-604-B	Gratings	750	LB	$6.00	$ 4,500.00	$8.00	$ 6,000.00	$8.00	$ 6,000.00
S-608-A	Concrete Sidewalk	282.0	SY	$80.00	$ 22,560.00	$100.00	$ 28,200.00	$80.00	$ 22,560.00
S-608-A	Concrete Sidewalk with Reinforcement	11.0	SY	$85.00	$ 935.00	$105.00	$ 1,155.00	$135.00	$ 1,485.00
S-608-A	Concrete Sidewalk with Monolithic Curb	904.0	SY	$88.00	$ 79,552.00	$110.00	$ 99,440.00	$100.00	$ 90,400.00
S-608-B	Concrete Driveway	339.0	SY	$100.00	$ 33,900.00	$133.00	$ 45,087.00	$170.00	$ 57,630.00
608-C	Detectable Warning Panels	49.0	SF	$50.00	$ 2,450.00	$40.00	$ 1,960.00	$100.00	$ 4,900.00
S-609-D	Combination Concrete Curb and Gutter, Type I Modified	1,184.0	LF	$27.00	$ 31,968.00	$48.00	$ 56,832.00	$33.00	$ 39,072.00
S-613-E	Adjustment of Sewer Manhole	3	UNIT	$800.00	$ 2,400.00	$1,000.00	$ 3,000.00	$1,500.00	$ 4,500.00
S-613-E	Adjustment of Water Valve	1	UNIT	$800.00	$ 800.00	$1,000.00	$ 1,000.00	$600.00	$ 600.00
S-618-A	Maintenance of Traffic	1	LS	$30,000.00	$ 30,000.00	$55,000.00	$ 55,000.00	$100,000.00	$ 100,000.00

BIDS RECEIVED

MAY 9, 2025
10:00 A.M.

SOUTH LAMAR BOULEVARD PEDESTRIAN IMPROVEMENTS
CITY OF OXFORD, MISSISSIPPI

				ENGINEERING ESTIMATE		Phillips Contracting Company, Inc. Columbus, MS 39705 MS Certification: 00229-MC		J M Duncan, Inc. Ripley, MS 38663 MS Certification: 16029-SC	
S-621-C	6" Wide Thermoplastic Edge Stripe (Continuous White) (60 MIL)	0.300	MILE	$8,000.00	$ 2,400.00	$25,000.00	$ 7,500.00	$25,500.00	$ 7,650.00
S-621-E-2	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 MIL)	0.700	MILE	$11,500.00	$ 8,050.00	$18,750.00	$ 13,125.00	$19,000.00	$ 13,300.00
S-621-G-1	Thermoplastic Detail Stripe (4" Equivalent Length) (White) (90 MIL)	370.0	LF	$12.00	$ 4,440.00	$6.25	$ 2,312.50	$6.50	$ 2,405.00
S-621-G-2	Thermoplastic Detail Stripe (4" Equivalent Length) (Yellow) (90 MIL)	127.0	LF	$12.00	$ 1,524.00	$6.25	$ 793.75	$6.50	$ 825.50
S-621-H-2	Thermoplastic Legend (White) (120 MIL)	672.0	SF	$12.00	$ 8,064.00	$25.00	$ 16,800.00	$26.00	$ 17,472.00
S-627-K	Red-Clear Reflective High Performance Raised Markers	8	EACH	$11.00	$ 88.00	$25.00	$ 200.00	$26.00	$ 208.00
S-627-L	Two-way Yellow Reflective High Performance Raised Markers	120	EACH	$11.00	$ 1,320.00	$25.00	$ 3,000.00	$26.00	$ 3,120.00
S-630-J	Reflectorized Traffic Directional Signs (Encapsulated Lens)	4	EACH	$700.00	$ 2,800.00	$625.00	$ 2,500.00	$650.00	$ 2,600.00
S-630-K	Reflectorized Traffic Directional Signs (Plaques) (Encapsulated Lens)	3	EACH	$500.00	$ 1,500.00	$625.00	$ 1,875.00	$650.00	$ 1,950.00
SUBTOTAL ROADWAY ITEMS:				$	684,619.00	$	822,325.00	$	882,792.50
	EROSION CONTROL ITEMS								
S-212-B	Commercial Fertilizer (13:13:13)	0.30	TON	$1,000.00	$ 300.00	$1,000.00	$300.00	$2,500.00	$ 750.00
S-226-A	Solid Sodding	1,900.0	SY	$7.00	$ 13,300.00	$10.00	$19,000.00	$10.00	$ 19,000.00
S-233-A	Temporary Silt Fence (Type I) (AOS 0.15 mm - 0.84 mm)	500.0	LF	$5.00	$ 2,500.00	$5.00	$2,500.00	$6.00	$ 3,000.00
237-A	Wattles, 12"	400.0	LF	$5.00	$ 2,000.00	$10.00	$4,000.00	$15.00	$ 6,000.00
SUBTOTAL EROSION CONTROL ITEMS				$	18,100.00	$	25,800.00	$	28,750.00
TOTAL BID:				**$**	**702,719.00**	**$**	**848,125.00**	**$**	**911,542.50**

I certify this to be a true and accurate tabulation of all bids received.

Kw. McLeod — 5/9/25

Kevin W. McLeod, P.E.
Consulting Engineer

Date

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Mayor and Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO

Date: May 13, 2025

Re: Discussion of ADOPT AND INTERCHANGE AGREEMENT with MDOT for Highways 6 and 7 Interchange

At a scheduled work session on April 2, 2025, the request was made to approach MDOT regarding the city's desires to make certain landscaping improvements within the Highway 6 and 7 interchange, with the intention to maintain any improvements that were implemented. MDOT does have an "ADOPT AN INTERCHANGE" program. A draft agreement is attached for your review.

ADOPT AN INTERCHANGE AGREEMENT

This Agreement is made and entered into by and between the MISSISSIPPI TRANSPORTATION COMMISSION ("COMMISSION"), acting through the duly-authorized Executive Director of the Mississippi Department of Transportation, and the CITY OF __**{{{ INSERT NAME }}}**_____ ("CITY"), effective as of the date of latest execution shown below, and shall remain in effect until canceled by one of the parties as provided below.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the CITY desires to make certain improvements to the aesthetic beauty of State and Federal Highways inside the City Limits, including US Highway 278 / Mississippi Highway 6 and Mississippi Highway 7; designated as being from station 297+25 to station 324+50 US Highway 278 / Mississippi Highway 6; and from station 1456+50 to station 1482+50 on Mississippi Highway 7, as shown in blue on Exhibit "A", attached to and made a part of this Agreement; and

WHEREAS, the CITY agrees to assume all responsibility for the safety of its employees and volunteers working in the said areas, and further agrees to save the COMMISSION harmless on all claims arising from work performed under this Agreement; and

WHEREAS, the COMMISSION is authorized to enter into such agreements by authority granted in Section 65-1-85 MCA, 1972, and is desirous of so doing.

NOW THEREFORE, for and in consideration of the stated premises and of the mutual covenants and agreements of the parties as herein contained, it is agreed as follows:

THE COMMISSION SHALL:

1. Grant unto the CITY a non-exclusive right of ingress and egress upon the right-of-way between the shoulder lines and the right-of-way lines on both sides of the roadway, including the median area.

2. Retain the specific right to enter upon the above-stated areas to maintain and perform work commensurate with good highway and road maintenance practices.

3. Retain all maintenance rights, duties, and responsibilities within the areas from shoulder line to shoulder line, including the roadway, shoulders, drainage, storm drains, signing, and striping.

4. Retain all rights and responsibilities for control of access, outdoor advertising, and other uses of the highway right-of-way other than those specifically granted to the CITY.

THE CITY SHALL:

1. Provide all funds necessary for the initial planting and continual maintenance, including mowing of all sod and litter control, on the entire right-of-way of said highways.

2. Provide all funds necessary for the initial planting and continual maintenance of shrubs and other types of flora on said highways.

3. Provide equipment and labor necessary for mowing, edging, trimming sod and perform same within the right-of-way of said highways, and provide for trimming of all bushes, trees, and shrubs. Said services will be provided in a manner and at such times so as not to create a hazardous condition or restrictions to the traveling public.

4. Purchase any and all fertilizer, seed, additional labor, or equipment necessary for proper maintenance within the limits specified.

5. Provide work area signing in accordance with current standards set out in the Manual on Uniform Traffic Control Devices for Streets and Highways.

6. Submit to the COMMISSION's designated agent for approval, the type and location of all flowers, shrubs, bushes, etc. prior to planting.

7. Assume total responsibility for the safety and liability of its operations within the limits described, and shall hold the COMMISSION harmless on any and all claims arising from work performed under this Agreement.

8. Submit to the COMMISSION's designated agent for approval a copy of any proposed contract with any individual, company, or firm which the CITY desires to employ to carry out its obligations under this Agreement prior to its execution.

9. Coordinate with the local MDOT District to ensure all rules of safety are followed, specifically, but not limited to compliance with 23 CFR Part 634, the Federal Highway Administration's requirement for the use of high-visibility safety apparel. American National Standards Institute (ANSI) Class Two (2) safety apparel shall be worn at all times by participants in the program. Also, participants shall work only when traffic control signs are in place.

IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:

1. That no right or responsibility other than those specifically listed herein above are granted or implied, and that all rights not specifically conveyed herein are retained by the COMMISSION.

2. That the COMMISSION reserves the right to make the necessary improvements or modifications within the designated limits of this Agreement at any time it deems necessary to upgrade this facility to meet transportation demands, without payment or other compensation for removal or destruction of the shrubbery or other improvements made by the CITY under this Agreement.

3. That the COMMISSION and MDOT have no right to employ, retain, discharge, or supervise any employee or contractor assigned by the CITY to perform work under this Agreement.

4. That no employee or contractor of the CITY shall become an employee or agent of the COMMISSION or MDOT as a result of this Agreement, and no such employee or contractor shall make demand for pay, insurance, workers' compensation benefits, or, any other right or benefit due to an employment or agent of the COMMISSION or MDOT.

5. The CITY has coverage under the Mississippi Workers' Compensation Act, and is covered for tort liability under the Mississippi Tort claims Act.

6. That the COMMISSION executes its orders and directives through the Mississippi Department of Transportation. All notices and correspondence with the COMMISSION shall be directed to the designated agent shown below. Similarly, the CITY executes all of its orders and directives through the office of the Mayor. All notices and correspondence with the CITY shall be directed to the agent shown below. All notices and correspondence shall be considered delivered upon receipt at the locations or telephone numbers listed below. All modifications to this Agreement must be submitted in writing through the designated agents and signed by the parties before they can take effect. Oral agreements cannot serve to modify this Agreement.

The designated agents for the parties are:

COMMISSION:	CITY:
Brian Childs	**{{{ insert name }}}**
District Maintenance Engineer	Mayor
P.O. Box 660	**{{{ insert address }}}**
Batesville, MS 38606	
Telephone: 662-563-4541	Telephone: **{{{ insert phone # }}}**
Facsimile: 662-563-0138	Facsimile: **{{{ insert phone # }}}**

That this Agreement may be canceled by either party upon notification to the other party thirty (30) days prior to the date of cancellation, except when in the opinion of the COMMISSION an unsafe condition exists, in which situation, this Agreement may be terminated without prior notice.

Authorized by the Commission on the _____ day of _____, 20____ Minute Book _____, at Page _____ and executed this _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
BY AND THROUGH THE EXECUTIVE DIRECTOR
OF THE MISSISSIPPI DEPARTMENT OF
TRANSPORTATION

_____
EXECUTIVE DIRECTOR

Authorized by the Board of Aldermen of the City of _____, on the _____ day of _____, 20____, per Order found in Minute Book _____, at Page _____ and executed this the _____ day of _____, 20____.

CITY OF **{{{insert name of city}}}**

BY _____
{{{insert mayor's name here}}}
MAYOR

ATTEST:

_____
City Clerk

Adoptint1.DOC/K:\maint/W/forms
REVISED 05/12/25 11:48 AM

FY 2026

OXFORD

UTILITIES

Electric Division - Operating and Capital Budget

Mayor
Robyn Tannehill

Board of Aldermen
Rick Addy
Mark Huelse
Brian Hyneman
Kesha Howell Atkinson
Preston E. Taylor
Jason Bailey
Mary Martha Crowe

Oxford Utilities
Rob Neely, General Manager

300 McElroy Drive Oxford, MS 38655 www.oxfordutilities.com

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Oxford Utilities (OU) is excited to provide a comprehensive look at the OU-Electric Division (OU-ED) financials with the FY2026 budget, as well as, a closer look at the day-to-day operations. I hope the information provided in this document will be useful to the Board as you consider OU-ED's financial priorities.

This budget includes written descriptions, charts and graphs summarizing OU-ED's financial strengths and operational responsibilities. The first several sections describe the OU-ED organizational and operational functions. Later sections present financial details comparing FY2024 data to FY2025 year-to-date (YTD) data. Capital spending is listed separately, with descriptions of proposed special capital projects.

The budget for FY2026 proposes total spending of $26,821,803 offset by expected revenues of $26,821,925. The largest expense (77%), by far, is purchased power. The greatest challenge when preparing an annual budget is projecting electric sales revenue and purchased power expense. I spend a considerable amount of time preparing estimates for FY2026's energy costs, which causes the expenses and income of OU-ED to rise and fall.

The FY2026 Budget is based on a conservative outlook of expenses and revenues. OU-ED's FY2026 Total Operating Expenses are projected to increase (5.4%) compared to the FY2025 budget. FY2026 revenue less power cost (margin) is expected to decrease slightly (0.5%) compared to projected FY2025 budget. The increases in expenses are mainly driven by inflationary pressures on materials and supplies and employee benefits. The increase in expenses will result in less funding available for capital projects in FY2026.

Highlights for OU-ED in FY2025 are as follows:

- In April, 2025 Oxford Utilities again received the APPA Certificate of Excellence in Reliability Award. This marks the second year in a row we've received the award, which is reserved for electric utilities that are in the top quartile for System Average Interruption Duration Index (SAIDI). We were only utility in Mississippi and one of only 9 Utilities in the TVA 7-State region to be recognized.
- In January and February, 2025, the bulk electric system was tested with extreme cold weather, setting new peaks for energy delivered by TVA. The electric grid proved to be resilient that week and TVA was able to meet the demand. Due to the electric load growth in the TVA region and the recent and planned retirement of older coal-fired generating units this will be an ongoing challenge during extreme weather events in both summer and winter. TVA is short on generation and relying on system purchases and contracts to meet peak demand during those times. This is a very hot topic because TVA is limited to a 30B debt cap by Congress (set in the 1970's) and doesn't have the borrowing power to build much more generation.
- Supply chain issues were a major challenge in FY25. Transformers and critical grid equipment were difficult to obtain due to long lead times and lack of inventory nationwide. Prices of transformers and other grid equipment have increased 5X-10X in many cases

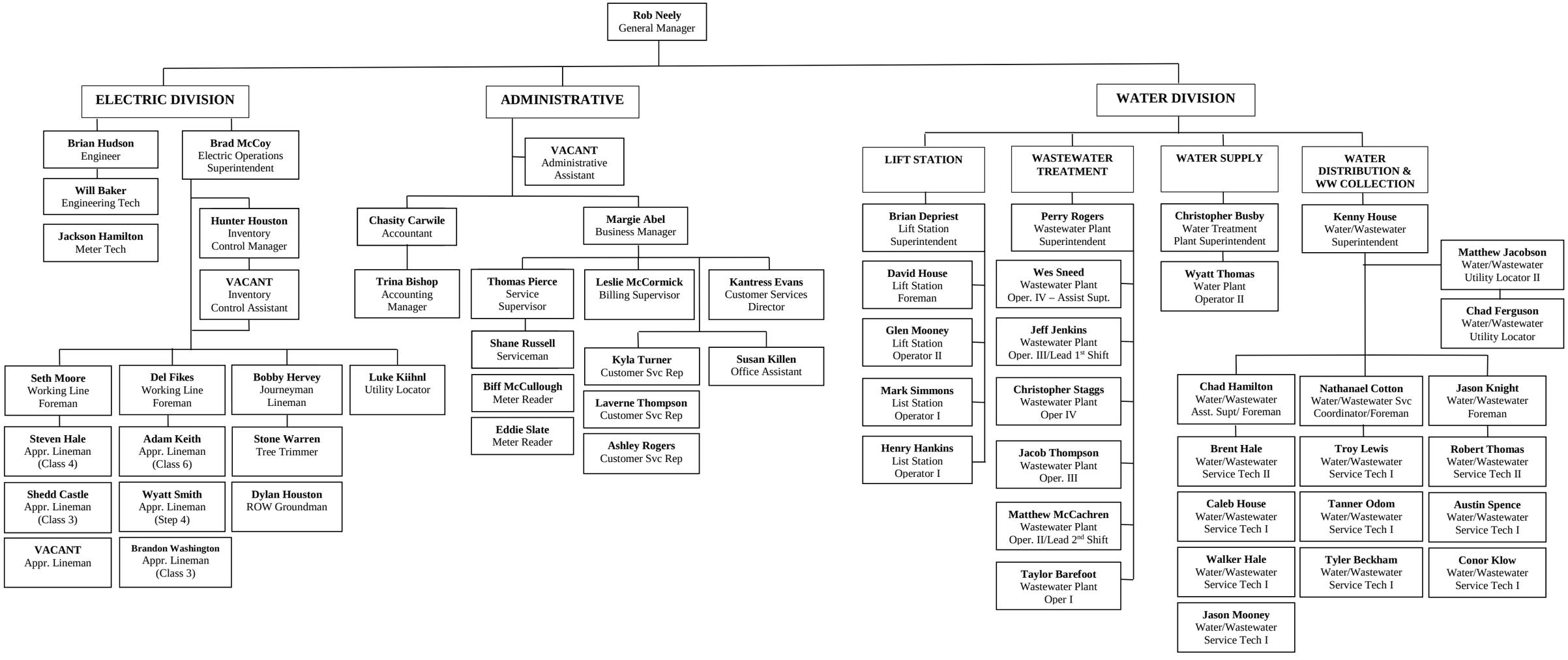
leading to increased O&M costs and lower net income; resulting in less money available for capital projects.

- Our EV fast charger station has been in use for over a year and is getting more usage than expected. It ranks #4 in the TVA region for usage, which is remarkable since there are only two chargers and it's not in a highly urbanized area like Memphis, Nashville or Chattanooga.
- OU is nearing completion of the civil project that will allow a future voltage regulation project in the Oxford Primary Substation off Old Taylor Road. This will be a costly project and I recommend we plan and pay for it over 2 years due to budget constraints and equipment lead time.
- OU implemented a customer texting notification system in FY2025. This system allows us to contact customers about a service disruption, pending disconnection and other important account information, and has become vitally important to our staff and customer base.
- OU is no longer hanging door tags to notify customers of pending disconnection of service, we are using the text notification system. This has been a huge success and saves the customers/utility time and money ($25 tag fee).
- In October, 2025 TVA instituted a 5.25% wholesale rate increase. This is in addition to the 4.5% wholesale rate increase in October 2024. The increases were needed due to increased O&M costs, to fund new generation and for existing generation fleet improvements. OU expects additional wholesale rate increases in the near future. TVA has said they are planning an additional increase in FY29 if not before.
- In FY2025 OU completed OH to UG conversion projects along Molly Barr Rd, Chickasaw Rd and Church St. Due to increased material and labor costs, we are unable to fund as many OH to UG conversions as we previously completed in past years.
- OU retail rates are some of the lowest in the state, we are ranked 4th lowest out of the 28 municipal and cooperative local power companies in the TVA region. Oxford Utilities has not initiated a local rate increase on the residential class in over 16 years. In the near future we may need a small rate increase to keep up with inflationary pressures and rising O&M Costs. Regular small rate increases are much more desirable for customers than a single large rate increase. We are keeping a close eye on this issue and will report back in FY26.
- OU completed a pole inspection inventory of half of the distribution system in FY25. We are actively changing out poles that have reached their end of useful life.

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

Regards,

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


Rob Neely
General Manager
ELECTRIC DIVISION
Brian Hudson
Engineer
Will Baker
Engineering Tech
Jackson Hamilton
Meter Tech
Brad McCoy
Electric Operations
Superintendent
Hunter Houston
Inventory
Control Manager
VACANT
Inventory
Control Assistant
Seth Moore
Working Line
Foreman
Del Fikes
Working Line
Foreman
Bobby Hervey
Journeyman
Lineman
Luke Kiihnl
Utility Locator
Steven Hale
Appr. Lineman
(Class 4)
Adam Keith
Appr. Lineman
(Class 6)
Stone Warren
Tree Trimmer
Shedd Castle
Appr. Lineman
(Class 3)
Wyatt Smith
Appr. Lineman
(Step 4)
Dylan Houston
ROW Groundman
VACANT
Appr. Lineman
Brandon Washington
Appr. Lineman
(Class 3)
ADMINISTRATIVE
VACANT
Administrative
Assistant
Chasity Carwile
Accountant
Trina Bishop
Accounting
Manager
Margie Abel
Business Manager
Thomas Pierce
Service
Supervisor
Leslie McCormick
Billing Supervisor
Kantress Evans
Customer Services
Director
Shane Russell
Serviceman
Biff McCullough
Meter Reader
Eddie Slate
Meter Reader
Kyla Turner
Customer Svc Rep
Laverne Thompson
Customer Svc Rep
Susan Killen
Office Assistant
Ashley Rogers
Customer Svc Rep
WATER DIVISION
LIFT STATION
Brian Depriest
Lift Station
Superintendent
David House
Lift Station
Foreman
Glen Mooney
Lift Station
Operator II
Mark Simmons
List Station
Operator I
Henry Hankins
List Station
Operator I
WASTEWATER
TREATMENT
Perry Rogers
Wastewater Plant
Superintendent
Wes Sneed
Wastewater Plant
Oper. IV – Assist Supt.
Jeff Jenkins
Wastewater Plant
Oper. III/Lead 1st Shift
Christopher Staggs
Wastewater Plant
Oper IV
Jacob Thompson
Wastewater Plant
Oper. III
Matthew McCachren
Wastewater Plant
Oper. II/Lead 2nd Shift
Taylor Barefoot
Wastewater Plant
Oper I
WATER SUPPLY
Christopher Busby
Water Treatment
Plant Superintendent
Wyatt Thomas
Water Plant
Operator II
WATER
DISTRIBUTION &
WW COLLECTION
Kenny House
Water/Wastewater
Superintendent
Matthew Jacobson
Water/Wastewater
Utility Locator II
Chad Ferguson
Water/Wastewater
Utility Locator
Chad Hamilton
Water/Wastewater
Asst. Supt/ Foreman
Nathanael Cotton
Water/Wastewater Svc
Coordinator/Foreman
Jason Knight
Water/Wastewater
Foreman
Brent Hale
Water/Wastewater
Service Tech II
Troy Lewis
Water/Wastewater
Service Tech I
Robert Thomas
Water/Wastewater
Service Tech II
Caleb House
Water/Wastewater
Service Tech I
Tanner Odom
Water/Wastewater
Service Tech I
Austin Spence
Water/Wastewater
Service Tech I
Walker Hale
Water/Wastewater
Service Tech I
Tyler Beckham
Water/Wastewater
Service Tech I
Conor Klow
Water/Wastewater
Service Tech I
Jason Mooney
Water/Wastewater
Service Tech I

As of March 31, 2025, Oxford Utilities provides electric service to 10,469 electric customers (8,517 residential, 1,647 small commercial, 225 medium commercial, 1 large commercial, 1 EV Station, 19 street and athletic customers and 60 lighting installations). This marks a 1.4% increase in electric customers over the calendar year. Oxford Utilities provides this service through 3 substations and 112 miles of primary electric line. The average residential electric usage for FY2025 is approximately 984 kWh per month. Oxford Utilities also serves 16,519 water, 13,422 sewer and provides billing and customer service to 14,812 sanitation customers. OU organizational structure consists of an Administrative Staff, Electric Division and Water/Sewer Division. Worth noting, Oxford Utilities experienced an 11.1% increase in water customers in FY2025, mainly due to the addition of the Punkin Water Association (1,250 customers).

Administrative

The administrative staff of Oxford Utilities consists of the OU General Manager, Service Department Supervisor, Customer Support and Finance. Regular meetings of the administrative staff and Electric and Water Division Supervisors are held to stay on top of projects and issues that arise. Ultimately responsible for the administration of all OU functions, the OU General Manager directs OU's organizational goals and objectives.

The largest cost for OU-ED, outside of purchased power, is employee labor and benefits. While it is common for these costs to rise annually, OU-ED strives to keep these increases manageable. At the time of this budget, OU-ED has 29 full-time employees.

Maintaining a safe workplace is one of OU's top priorities. The entire organization has contributed to creating a culture of safety. Monthly safety meetings are conducted in the Electric Division, which helps add to employee's safety awareness. Over time, this helps control insurance costs and, more importantly, helps avoids a potentially devastating accident. OU-ED observed no worker's compensation claims in FY2023, FY2024 or FY2025 YTD.

Service Department

The Service Department at OU consists of four (4) employees and is responsible for meter reading duties and service orders. Two (2) full time meter readers are responsible for reading 26,988 meters per month. All of the electric and approximately half of the water are read using AMI RF radio communications. 95% of the remaining water meters are read using drive-by radio technology. A small number of manual read water meters are being replaced with drive-by meters.

The Service Department processes approximately 800 service orders per month. Service orders include such tasks as hooking up electric service at an existing location, disconnecting for non-payment, etc. The largest portion of the service orders are completed during July and August, due to students moving around. OU completes approximately 3000 service orders during a two-week period every July/August, which put a strain on OU personnel. In FY2025, the AMI network allowed service department personnel to read, disconnect and reconnect customer's electric service from the office, saving time and money by eliminating truck rolls. The AMI water meter network assists by reducing truck

rolls for service orders during the move in/move out season and improves meter reading efficiency and accuracy.

Service Orders are now sent to field staff through use of an iPad tablet, and returned back to the office upon completion automatically through the use of cellular communication.

Customer Support

Currently, seven (7) full time employees work in Customer Support. This area is responsible for marketing, billing and assisting customers with electric, water, wastewater and sanitation services. The customer service staff answers approximately 600 telephone calls per day during OU's peak times (May, June, July and August) from customers needing information or assistance, or wanting to make a payment.

On average, Customer Support processes approximately 800 service orders per month. A large majority of these service orders are disconnection and reconnection of water and/or electric service. In FY2024 OU started using a mobile application to complete service orders and this will reduce truck rolls to the office and improve efficiency.

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

Finance

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

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

The Finance staff is responsible for processing payroll and accounts payable for the Electric and Water/Sewer Divisions of OU. On average, around 125 paychecks are issued per month. Also, Finance processes over 300-350 checks per month to OU vendors and for deposit refunds. The Finance division is also responsible for rate reviews, regulatory compliance, and most anything tied to dollars and cents. The finance staff provides accounting, human relations, purchasing and inventory services to all OU employees, including the OU-Water Division.

Electric Operations Division

Currently fifteen (15) employees work in Electric Operations. This division is responsible for engineering, operating and maintaining OU-ED's electric distribution system. One of the Electric Division's most important responsibilities is providing safe and reliable electric power to our customers. Due to automated metering (AMI) OU-ED is now able to implement an outage notification system that tracks customer outages and restoration events. This system also notifies OU-ED employees when customers tamper with meters.

OU-ED is now able to better track customer outages and plan system maintenance to improve reliability and customer service. OU-ED shares this information on our website so that customers can stay informed on outages.

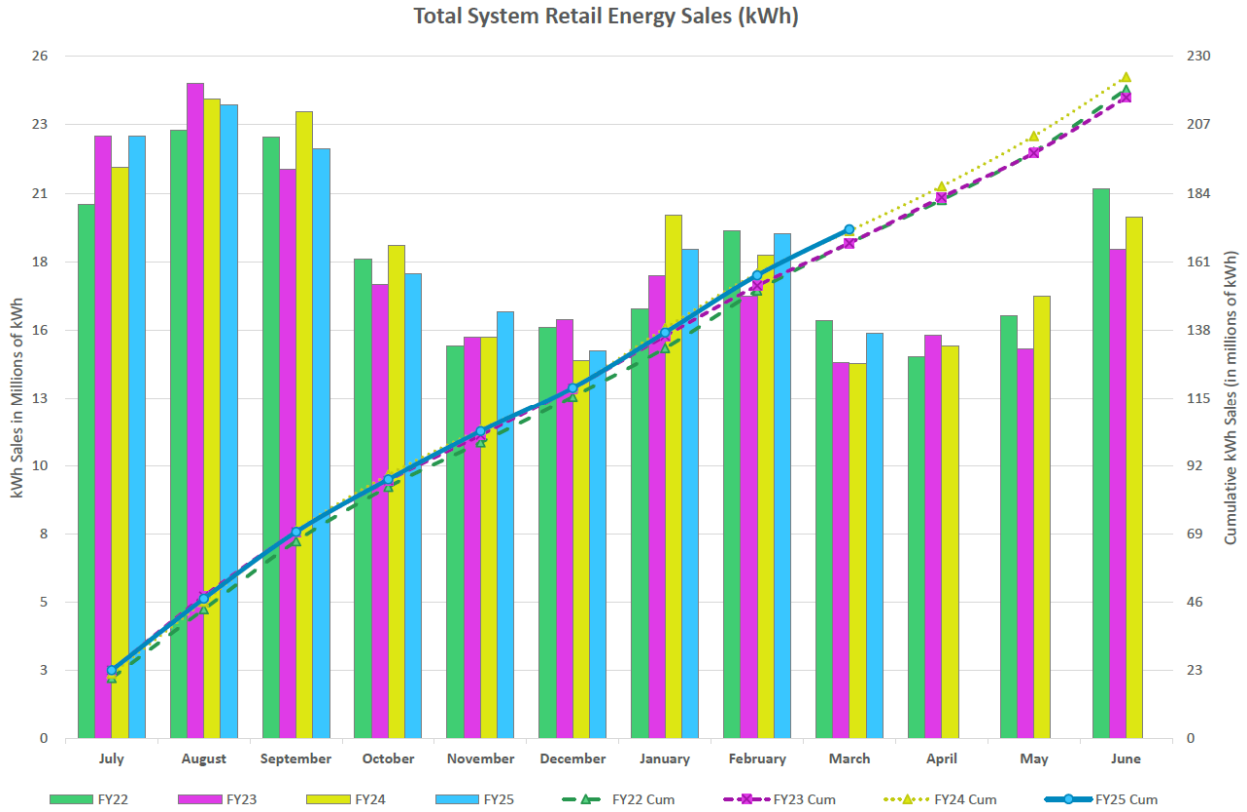
Financial and Operational Statistics and Ratios

	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024
Revenue (cents) per KWH	10.66	10.57	10.41	11.05	12.12	11.35
Purchased Power Cost (cents) Per KWH	8.42	8.15	7.91	8.50	9.17	8.50
Net Income per Revenue Dollar	0.0350	0.0470	0.0560	0.0685	0.0355	0.0273
Revenue less Power Cost %	22.4%	25.0%	26.2%	23.1%	21.0%	21.4%
O&M Expense per MWH Sold	$10.81	$11.00	$10.51	$9.51	$13.03	$12.86
O&M Expense per Customer	$245.64	$237.84	$227.07	$208.06	$282.44	$276.90
Assets	$41,887,745	$42,565,463	$43,249,544	$45,663,183	$47,095,116	$49,080,172
Debt	$0	$0	$0	$0	$0	$0
% Debt/ Assets	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Assets minus Debt	$41,887,745	$42,565,463	$43,249,544	$45,663,183	$47,095,116	$49,080,172
General Cash & Temp Investments	$6,411,762	$7,635,195	$7,962,923	$8,534,373	$8,606,021	$7,746,782
# of Electric Customers	9669	9843	9841	9999	10096	10362
No Of Employees	31	29	29	29	29	29

Observations:

- The table contains data pulled from the TVA FY2024 End of Year report, which summarizes the trends of key indicators of OU-ED's financial health
- FY2024 saw a pretty substantial increase in O&M due to inflationary impacts caused by rising material and labor costs, as well as increasing employee benefits.
- Cash balance dropped slightly in FY24, as cash was used to fund capital projects.
- Even with customer growth, the number of employees has dropped over 5 years due to streamlining processes and increasing workload. We currently have a vacancy in the electric operations department (Apprentice Lineman) and plan to fill it in FY2026 due to system growth. Filling that vacancy would give us two full 4-man work crews and a 3-man right-of-way maintenance crew, which was the staffing level pre-covid.

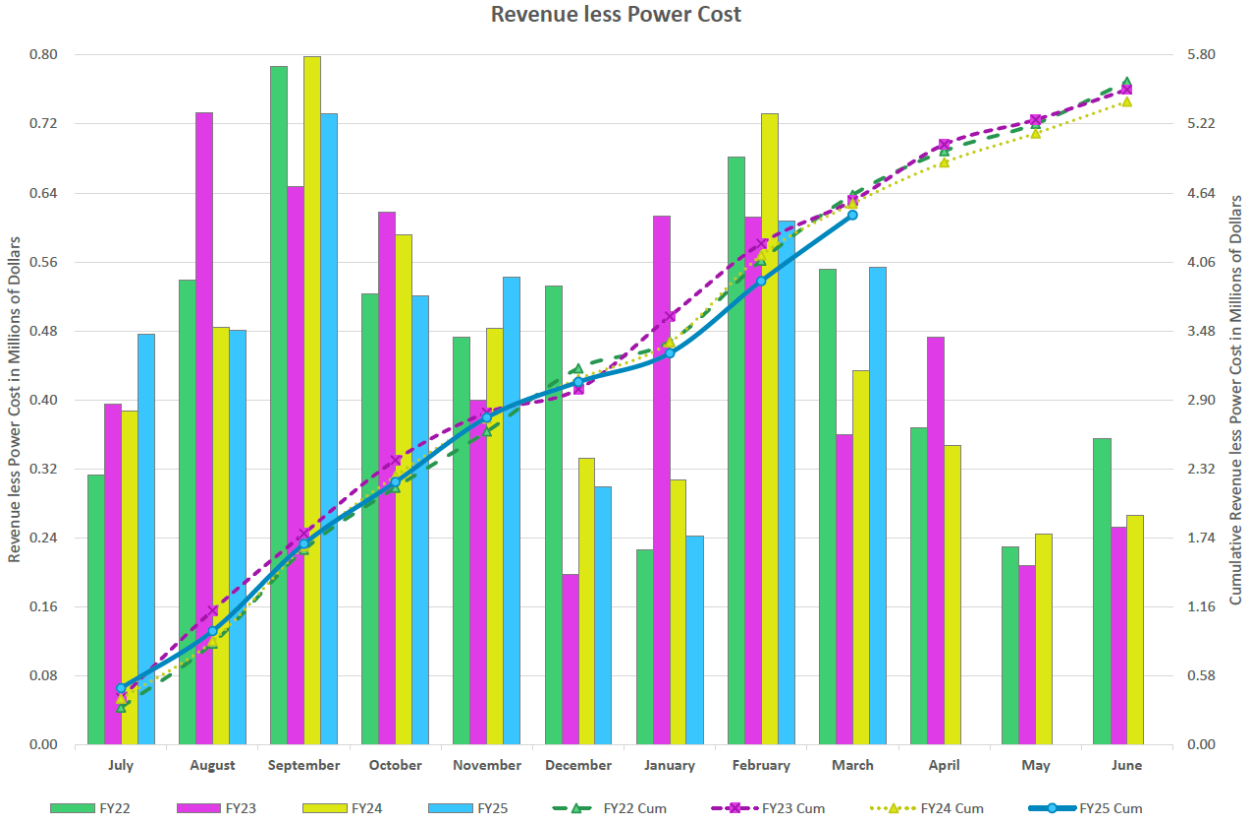
Retail Energy Sales (kWh) - FY2022 – YTD2025



Observations:

- The chart above displays Retail Energy Sales (kWh) both monthly and cumulatively for FY2022 to present
- FY2025 Cumulative-to-date kWh sales volume is tracking along with FY2024 sales.
- While sales volume may vary month to month due to weather conditions, cumulative annual sales volume is stable and reliable
- Sales volume is generally stable year over year which is a positive when compared to many other Mississippi municipal utilities, which are experiencing declining energy sales

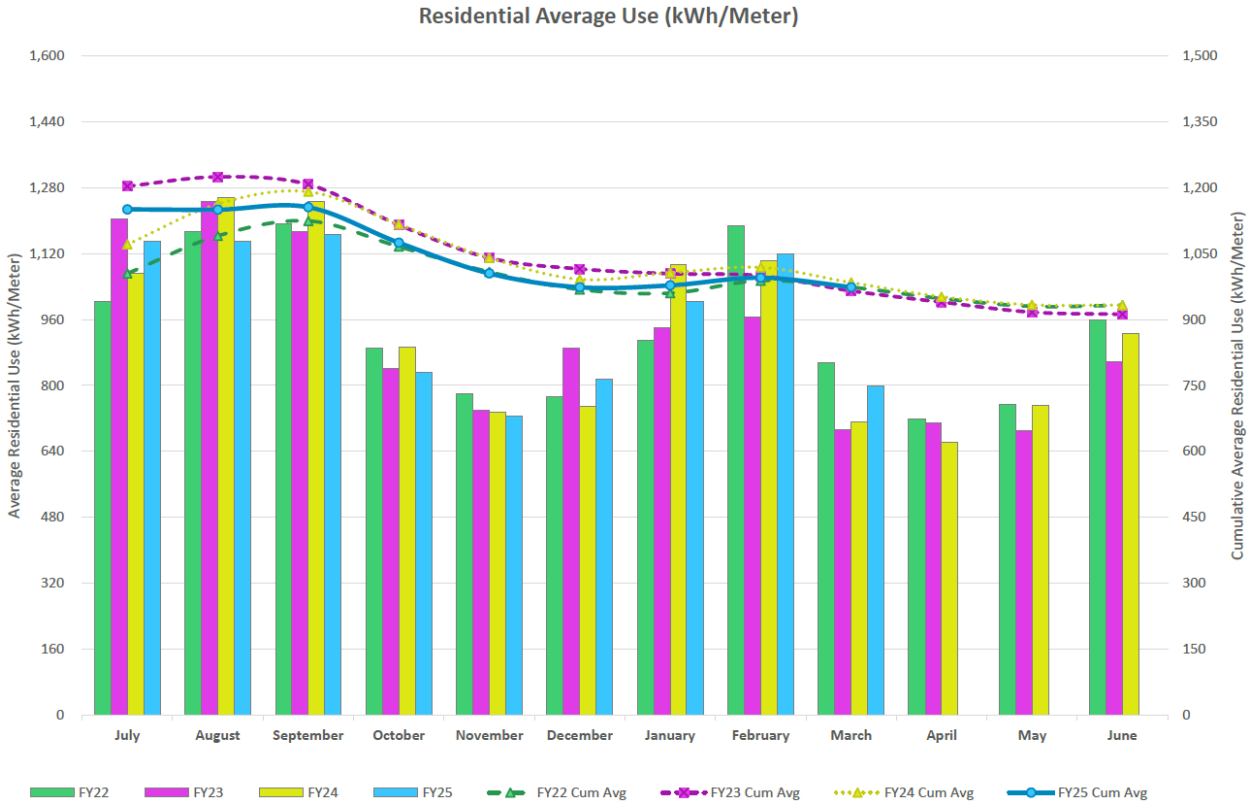
Revenue Less Power Cost - FY2022 - YTD2025



Observations:

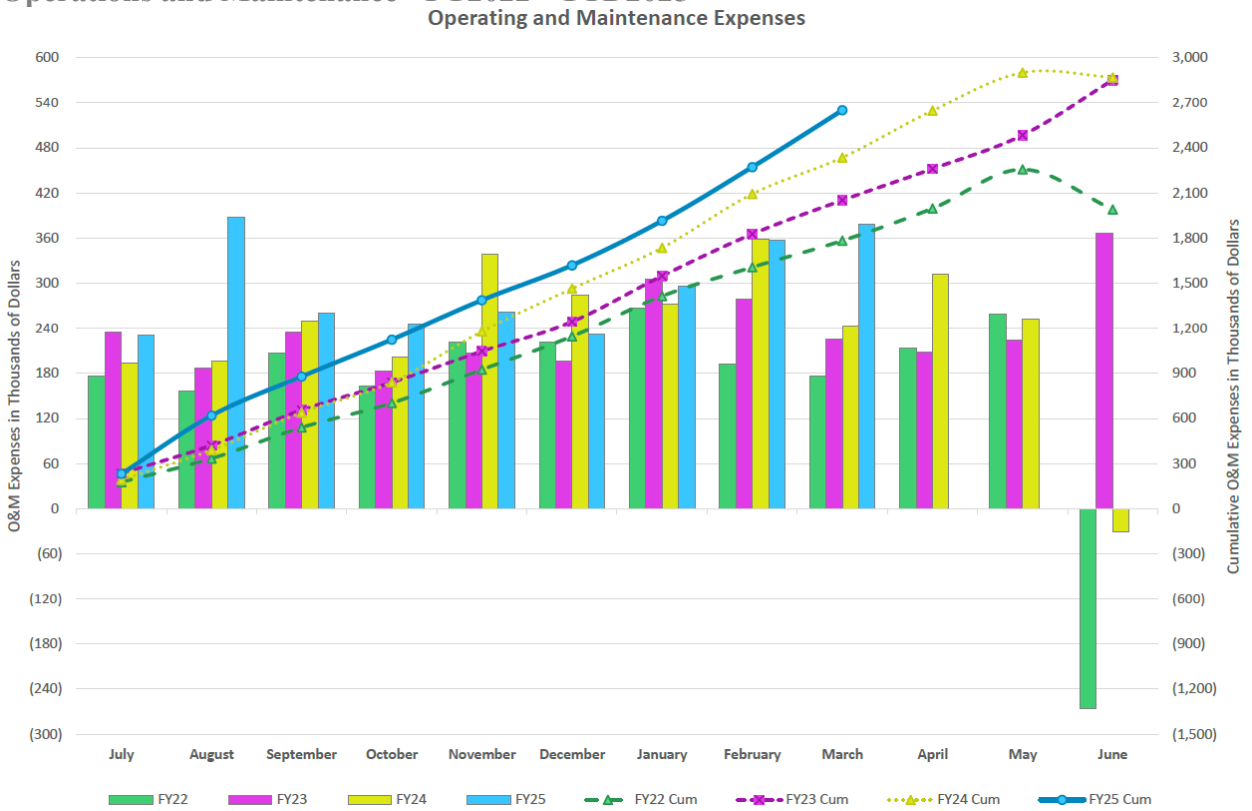
- The chart above compares Revenue Less Power Cost (RLPC), both monthly and cumulatively for FY2022 - present.
- FY2025 cumulative-to-date RLPC is tracking slightly lower than previous years, mainly due to short period of extreme cold weather in January, the cold weather set a high demand peak and had lower than average energy sales overall

Residential Average Use - FY2022 - YTD2025



- The chart above shows the cumulative average residential usage to be tracking along with prior years

Operations and Maintenance - FY2022 - YTD2025



- The chart above shows the effect of increased equipment and material pricing coming out of the Covid pandemic in addition to increases in employee costs (salary and benefits)
- Due to increases in O&M expenses year over year, this directly affects net income, and funding available for capital expenses.

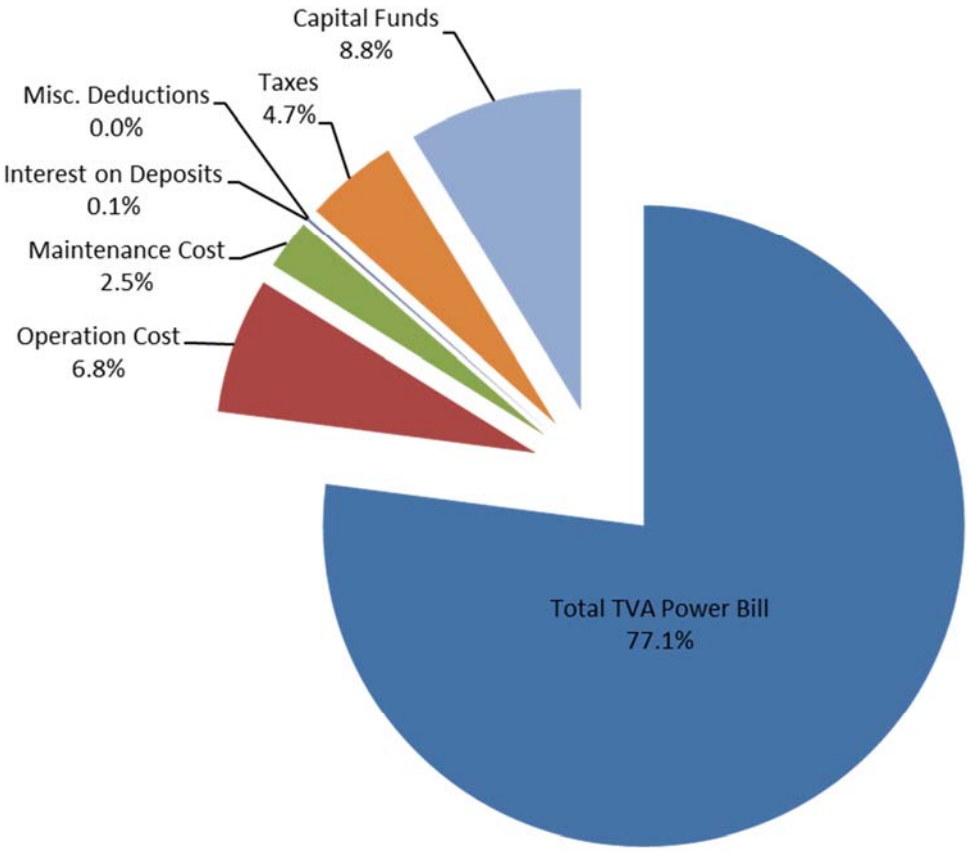
FY2026 Budget Comparison

		FY2024 ACTUALS	FY2025 YTD	FY2025 PROJ	FY2025 BUDGET	FY2025 YTD/COMP	FY2026 BUDGET	% CHANGE FY2025
OPERATING REVENUE								
	Electric Sales	$25,327,959	$20,116,722	$25,932,147	$25,131,001	80.05%	$26,203,700	4.3%
	Late Payment Revenue	$101,411	$86,333	$107,675	$120,000	71.94%	$115,000	-4.2%
	Miscellaneous Service Revenue	$348,780	$228,267	$322,039	$325,000	70.24%	$328,000	0.9%
TOTAL REVENUE		$25,778,150	$20,431,322	$26,361,860	$25,576,001	79.88%	$26,646,700	4.2%
PURCHASED POWER		$19,920,124	$15,662,719	$20,617,202	$19,602,181	79.90%	$20,700,923	5.6%
MARGIN		$5,858,026	$4,768,603	$5,744,658	$5,973,820	79.83%	$5,945,777	-0.5%
OPERATING AND MAINTENANCE EXPENSE		$2,869,240	$2,650,658	$3,146,717	$3,069,610	86.35%	$3,224,880	5.1%
OTHER OPERATING EXPENSE								
	Depreciation	$1,270,397	$1,067,040	$1,426,451	$1,270,000	84.02%	$1,410,000	11.0%
	Taxes and Tax Equivalents	$1,204,492	$947,350	$1,262,327	$1,255,000	75.49%	$1,260,000	0.4%
	Total	$2,474,889	$2,014,390	$2,688,778	$2,525,000	79.78%	$2,670,000	5.7%
TOTAL OPERATING EXPENSES		$5,344,129	$4,665,048	$5,835,495	$5,594,610	83.38%	$5,894,880	5.4%
REINVESTED EARNINGS								
	Operating Income	$513,897	$103,555	-$90,837	$379,210	27.31%	$50,897	-86.6%
	Other Income	$219,391	$134,661	$184,176	$200,225	67.25%	$175,225	-12.5%
	Total Misc. Income	$733,289	$238,216	$93,339	$579,435	41.11%	$226,122	-61.0%
	Deductions	$14,483	$11,042	$15,116	$15,000	73.61%	$13,000	-13.3%
	Total Before Debt Expense	$718,806	$227,174	$78,223	$564,435	40.25%	$213,122	-62.2%
CUSTOMER DEPOSIT INTEREST EXPENSE		$26,996	$21,551	$28,656	$25,000	86.20%	$25,000	0.0%
REINVESTED EARNINGS		$691,810	$205,623	$49,567	$539,435	38.12%	$188,122	-65.1%
AVAILABLE FOR CAPITAL PROJECTS		$1,962,206	$1,272,663	$1,476,018	$1,809,435	70.33%	$1,598,122	-11.7%

Observations:

- OU projects a slight decrease in margin, and an increase in operating expenses. resulting in a decrease in Reinvested Earnings (Net Income) for FY2026 compared to the FY2025 budget
- Payment in Lieu of Tax contribution to the City increased $200,000/yr in October, 2024. The total contribution is now $1,165,000/year
- Total Operating Expense is expected to increase in FY2026 compared to FY2025 budget
- OU-ED currently has no long term debt obligation
- According to the OU rate consultant, OU is currently in a good financial position. A rate increase may be needed in FY27 to continue to maintain and invest in the distribution system at the level we have in the past.
- Due to the rising cost of operation and maintenance expenses, which include labor, material and contracting services, our margins have been reduced over the last few years. Historically those funds were used for capital projects, including system upgrades and OH to UG conversions.

Use of Funds - FY2026



Observations:

- OU-ED's largest expense by far is the TVA Power Bill (77% of all expenses)
- Capital projects make up 9% of OU-ED's FY2026 budget, as we are investing in the maintenance and reliability of the grid

A portion of OU-ED's budget is spent on capital investment. Capital work includes any improvement (or removal) that has a significant impact on the organization's plant value. Most of this work is related to routine system improvements and extensions or conversions. In FY2026, we project that OU-ED will require $1,598,000 for capital work such as line extensions, routine distribution upgrades, and special, non-recurring electric capital. Below is a listing of the Capital Budget for FY2026. Should sales and income not meet projections, capital projects will be eliminated or postponed as needed to remain within budget.

FY2025 CAPITAL EXPENDITURES		
ITEM #	**EXPENSE**	**BUDGET AMOUNT**
1	OTR SUBSTATION VOLTAGE REGULATION PROJECT	$875,000
2	OH/UG CONVERSIONS/UPGRADES/RELOCATIONS	$287,500
3	BORING MACHINE	$285,000
4	DISTRIBUTION IMPROVEMENTS	$65,000
5	SERVICE TRUCKS	$60,000
6	CITY STREET PROJECT RELOCATIONS	$15,000
7	COMPUTER REPLACEMENT (SERVER, ETC)	$4,000
8	OFFICE BUILDING MAINTENANCE	$3,000
9	OFFICE FURNITURE/EQUIPMENT	$2,000
10	WAREHOUSE EQUIPMENT/TOOLS	$1,500
GRAND TOTAL		**$1,598,000**

Descriptions of Capital Projects

Each year, OU takes on a number of capital projects to improve reliability, increase system value or contribute to efficient electric operations. For FY2026, total proposed capital spending is $1,598,000, which is a $240,000 reduction from FY2025. These costs do not include the use of OU personnel and equipment. Labor and vehicle expenses are accounted for in the O&M or recurring capital budgets. The following is a description of the proposed capital projects listed above:

1. OTR SUBSTATION VOLTAGE REGULATOR PROJECT $875,000

This capital expense will be used to begin a voltage regulator project at the OTR Substation, which will require the 3 regulators for each electric circuit, for a total of 24 regulators. It's the second step of the OTR VR project. In FY2025 we completed the Civil portion of the project which included installing a retaining wall and relocating the access drive to accommodate the installation of the regulators. The lead time of this equipment is 50+ weeks so we plan to order the regulators and complete the project over 2 fiscal years.

2. OH/UG CONVERSIONS/UPGRADES/RELOCATIONS $287,500

Upgrading the electric distribution system by relocating electric lines from overhead to underground is one of the highest priorities at OU, due to increased reliability, reduction of ROW issues, and customer satisfaction. In FY2025, OU has developed a priority list of critical lines that will be converted in FY2026 and beyond. These factors include ROW trimming problems, access issues, outage frequency, etc.

3. BORING MACHINE $285,000

This capital expense will be used to replace our current boring machine, which is nearing the end of its useful life. We are having constant issues and have had it in the shop multiple times this year. The machine is needed to complete line extensions and installations. Without it, we will be forced to hire a contractor to complete this expensive work.

4. DISTRIBUTION IMPROVEMENTS $65,000

This capital expense is designed to cover smaller projects associated with the 5 year work plan. Projects include various maintenance needs and upgrades on the distribution system.

5. SERVICE TRUCKS $60,000

This expense will be used to replace an aging two service trucks that have become unreliable and are on the verge of disrepair.

6. CITY STREET PROJECT RELOCATIONS $15,000

This capital expense will be used to relocate electrical infrastructure that interferes with city street modifications, such as the University Ave roundabout, and any other jobs that come up. These jobs are very costly due to a variety of reasons but necessary to improve traffic flow and benefit city residents.

7. COMPUTER REPLACEMENT (SERVER, ETC.) $4,000

These funds are used to replace any computers (printers, etc.) that reach end of usable life.

8. BUILDING MAINTENANCE $3,000

This item is needed when replacement of office chairs, desks, file cabinets or other furniture is required.

9. OFFICE FURNITURE/EQUIPMENT $2,000

This item is needed when replacement of office chairs, desks, file cabinets or other furniture is required.

10. WAREHOUSE EQUIPMENT/TOOLS $1,500

This item is in place should a need arise for a certain tool or equipment. Various types of tools are required for utility work, and technology is ever-advancing.

THE CITY OF
OXFORD

MINUTES

City of Oxford

Board of Aldermen

Regular Meeting

Tuesday, May 20, 2025 at 05:00 PM

City Hall Courtroom

1. Opening the Meeting

1.a. Call to order.

The meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi, was called to order by Mayor Tannehill at 5:00pm on Tuesday, May 20, 2025 in the courtroom of Oxford City Hall when and where the following were present:

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

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

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

1.b. Adopt the agenda for the meeting.

It was moved by Alderman Hyneman, seconded by Alderman Bailey to adopt the agenda for the meeting, with the addition of item 3.d.x. 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 from the Regular Meeting on May 6, 2025, the Special Meeting on May 8, 2025, and the Recess Meeting on May 13, 2025. (Ashley Atkinson)

Agenda Attachments
1. Draft_05062025_minutes.pdf
2. Draft_05082025_minutes.pdf
3. Draft_05132025_minutes.pdf

It was moved by Alderman Bailey, seconded by Alderman Crowe to approve the minutes from the Regular Meeting on May 6, 2025, the Special Meeting on May 8, 2025, and the Recess Meeting on May 13, 2025. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

2.b. Request permission to approve 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 136261-136444 and ACHs 254-260, Trust & Agency claims numbered 52808-52871 and ACHs 165-168, Water & Sewer claims numbered 40018-40052 and ACHs 238-239, Metro Narcotics claims numbered 9193 and ACHs 75-76, OPC Activity Fund claims numbered 4095-4119, a Bond & Interest claim numbered 7028, an SB2468 claim numbered 1002, and an SB3049 claim numbered 2013, and totaling $3,016,692.26. 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 Bailey 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 rescind the previous action on April 15, 2025 to surplus two vehicles, 2014 Dodge Charger with VIN 2C3CDXAG3EH149306 and 2013 Dodge Charger with VIN 2C3CDXAG6DH592659, from the Oxford Police Department and reinstate them to the City's fleet. (Jeff McCutchen)

ii. Request permission to declare a 2019 Dodge Charger with VIN 2C3CDXAG8KH547008 and a 2019 Dodge Charger with VIN 2C3CDXAGXKH547009 surplus in the Oxford Police Department and authorize their disposal. (Jeff McCutchen)

Agenda Attachments
1. Rescind_surplus_OPD.pdf
2. OPD_surplus.pdf

3.b. Human Resources:

i. Request permission to approve Rachel Phillips and Will Robson as interns for the Oxford Police Department for the Summer/Fall semester. (Braxton Tullos)

ii. Request permission to hire Marisol Lopez and Peyton Ray as Full-Time Patrol Officers, each with an annual salary of $52,531.65 and to hire Montoya Lucas as a Full-Time Patrol Officer, with an annual salary of $64,871.87 in the Oxford Police Department. (Braxton Tullos)
iii. Request permission to accept the resignation of Oxford Police Department employee, Chadwick Carwile, effective May 13, 2025. (Braxton Tullos)
iv. Request permission to promote Peter Heim from Corporal to Sergeant in the Oxford Police Department, with a new annual salary of $69,092.40. (Braxton Tullos)
v. Request permission to hire Jalen Gross and Trent Blevins as Seasonal employees in the Environmental Services Department, each with an hourly rate of $15.00. (Braxton Tullos)
vi. Request permission to hire Johanna Shay Lloyd, Dennis Dowdy, Henry Wilson, Ronald Hudspeth as Part-time employees in the Environmental Services Department-Recycling, each with an hourly rate of $7.25. (Braxton Tullos)
vii. Request permission to hire William Ledford as a Full-Time Grounds Worker in the Buildings & Grounds Department, with an annual salary of $35,568.00. (Braxton Tullos)
viii. Request permission to accept the resignation of mTrade Park Part-time employees, Aubree Booty, Kelly Brady, and Brody Breithaupt. (Braxton Tullos)
ix. Request permission to accept the resignation of Brayden Warren in the Development Services-Street Department, effective May 14, 2025. (Braxton Tullos)
x. Request permission to hire Trenton Bannerman as a Hydrant Technician in the Oxford Fire Department, with an annual salary of $35,568.00. (Braxton Tullos)
xi. Request permission to accept the resignation of Part-Time employee, William Carter, in the Oxford Fire Department, effective May 20, 2025. (Braxton Tullos)
xii. 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 Adjustments Policy. (Rob Neely)
ii. Request permission to approve donations for the benefit of the Oxford ARC. (Kelli Briscoe)
iii. Request permission to accept the donation of two Little Free Pantry boxes, that were built by Corelogic. (Marlee Carpenter)

Agenda Attachments
1. ARC donations.pdf
2. Water_sewer_adjustments_05202025.pdf

3.d. Travel Requests:

i. Request permission for an employee to travel to the MS Women's Summit on September 7-10, 2025 in Jackson, MS at an estimated cost of $700.00. (Marlee Carpenter)
ii. Request permission for three employees to attend MLEOA Summer Conference on June 8-13, 2025 in Bay St. Louis, MS at an estimated cost of $2,259.00. (Jeff McCutchen)
iii. Request permission for twelve employees to attend FBI-LEEDA Executive Leadership course on June 2-6, 2025 in Oxford, MS at an estimated cost of $9,540.00. (Jeff McCutchen)
iv. Request permission for four employees to attend Managing Police Records on June 17, 2025 in Oxford, MS at an estimated cost of $809.10. (Jeff McCutchen)
v. Request permission for four employees to attend Releasing and Redacting Law Enforcement Records on June 26, 2025 in Oxford, MS at an estimated cost of $519.10.00. (Jeff McCutchen)
vi. Request permission for two employees to attend FBI-LEEDA Supervisor Leadership training on June 16-20, 2025 in Senatobia, MS at an estimated cost $1,590.00. (Jeff McCutchen)
vii. Request permission for an employee to attend the MS Women's Summit on September 7-10, 2025 in Flowood, MS at an estimated cost of $700.00. (John Crawley)
viii. Request permission for an employee to attend the MS Women's Summit on September 7-10, 2025 in Flowood, MS at an estimated cost of $700.00. (Braxton Tullos)
ix. Request permission for an employee to attend the Annual Labor and Employment Law Conference and visit the Gulfport Human Resources Department on June 10-13, 2025 in Biloxi, MS at an estimated cost of $1,472.60. (Braxton Tullos)
x. Request permission for an employee to attend the MS Fire Chief's Conference on May

28-31, 2025 in Vicksburg, MS at an estimated cost of $1,500.00. (Joey Gardner)

Agenda Attachments
1. Consent Agenda- Travel Request Form for BOA Approval - Allison Ferris.pdf
2. Women's Leadership Summit- Holly Tubbs - HR.pdf
3. Travel - Annual Labor and Employment Law Conference - Tullos - HR.pdf

4. Regular Agenda: Other Departments

4.a. Request permission to adopt a Resolution of the Mayor and Board of Aldermen of the City of Oxford, Mississippi awarding the sale of five million dollars ($5,000,000.00) City of Oxford, Mississippi General Obligation Bonds (Public Improvements Issue); Series 2025; directing the issuance of said bonds; providing for the levy of taxes for the payment thereof; authorizing the preparation and distribution of a final official statement in connection with said bonds; and for related purposes. (Sue Fairbank)

Agenda Attachments
1. Oxford 2025 GO Bonds - Award Resolution.pdf

It was moved by Alderman Bailey, seconded by Alderman Huelse to adopt a Resolution of the Mayor and Board of Aldermen of the City of Oxford, Mississippi awarding the sale of five million dollars ($5,000,000.00) City of Oxford, Mississippi General Obligation Bonds (Public Improvements Issue); Series 2025; directing the issuance of said bonds; providing for the levy of taxes for the payment thereof; authorizing the preparation and distribution of a final official statement in connection with said bonds; and for related purposes. The winning bid was Bernardi Securities with a rate of 4.238%. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

4.b. Authorize an appointment to the Oxford School District Board.

It was moved by Alderman Bailey, seconded by Alderman Hyneman to appoint Denny Tosh to the Oxford School District Board to fill the remaining term of Ray Hill, who has resigned, effective May 30, 2025. All the aldermen present voting aye, with the exception of Aldermen Howell-Atkinson, Crowe and Addy who abstained, Mayor Tannehill declared the motion carried.

5. Regular Agenda: Police Department

5.a. Request permission to approve a Parade/Assembly Permit for Tamara Baker to host a Walk for Jesus on June 28, 2025 from 3:00pm-3:30pm. (Jeff McCutchen)

Agenda Attachments
1. Parade_Permit_Baker.pdf

It was moved by Alderman Addy, seconded by Alderman Crowe to approve a Parade/ Assembly Permit for Tamara Baker to host a Walk for Jesus on June 28, 2025 from 3:00pm-3:30pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6. Regular Agenda: Development Services-Planning Department

6.a. Request permission to approve a Preliminary and Final Plat for Case #3209, 'One Adams Place', for property located at 1418 Adams Avenue, being further identified as PPIN #6162. (Kate Kenwright)

Agenda Attachments
1. 3209 MBoA.pdf

The Board discussed this request at length. Back in 2023, a contractor demolished a structure, without permission, on this specific property and was fined in Municipal Court and because of that issue, no structure can be placed on the property until December, 2027. The lot has since been sold and the new owners would like to subdivide the lot (making one lot a non-conformity in the historic district).

The meeting was moved to the basement of City Hall due to a tornado warning.

The discussion continued and Kirk Milam, owner of the lot, and Ben Williams, a neighboring property owner, both spoke in favor of the presented plan and asked that the neighborhood not be punished for the actions of a prior owner. The Board had concerns with the RCID disappearing if this new subdivision was approved.

After the discussion, it was moved by Alderman Hyneman, seconded by Alderman Bailey to approve, with stated conditions and no new structures on the property until January, 2026; the Preliminary and Final Plat for Case #3209, "One Adams Place", for property located at 1418 Adams Avenue, being further identified as PPIN #6162. All the aldermen present voting aye with the exception of Aldermen Crowe, Howell-Atkinson, Addy, and Taylor who voted no, Mayor Tannehill declared the motion failed.

6.b. Request permission to approve a Preliminary and Final Plat for Case #3218, Connie's Chicken (Nickle Smith) for 'Connie's Chicken', for property located at 2622 West Jackson Avenue being further identified as PPIN #7875. (James Hirsch)

Agenda Attachments
1. 3218 MBoA.pdf

It was moved by Alderman Huelse, seconded by Alderman Addy to approve, with noted conditions, a Preliminary and Final Plat for Case #3218, Connie's Chicken (Nickle Smith) for "Connie's Chicken", for property located at 2622 West Jackson Avenue, being further identified as PPIN #7875. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

7. Regular Agenda: Development Services-Building Department

7.a. First Reading of an Ordinance amending and/or re-locating multiple sections of Chapter 22-Buildings, of the Code of Ordinances of the City of Oxford. (Johnathan Mizell)

Agenda Attachments
1. First Reading Code Adoption.pdf

The second reading and public hearing on this proposed Ordinance will be at the next Regular meeting.

8. Regular Agenda: Special Projects

8.a. Consider a contract with William Beckwith for a bronze sculpture at the Morgan Family Park. (Mark Levy)

Agenda Attachments
1. Consider contract with William Beckwith for bronze sculpture at the Morgan Family Park.pdf

It was moved by Alderman Addy, seconded by Alderman Bailey to approve a contract, in the amount of $75,000.00, with William Beckwith, for a bronze sculpture at the Morgan Family Park. All the aldermen present voting aye Mayor Tannehill declared the motion carried.

8.b. Request permission to approve Task Order #12 to the General Services Agreement between Waggoner Engineering, Inc. and the City of Oxford, MS. (Mark Levy)

Agenda Attachments
1. Waggoner_Task_Order_12.pdf

It was moved by Alderman Bailey, seconded by Alderman Howell-Atkinson to approve Task Order #12 to the General Services Agreement between Waggoner Engineeirng, Inc. and the City of Oxford, MS. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

8.c. Request permission to approve Amendment #2 to the General Services Agreement between City of Oxford, MS and Waggoner Engineering, Inc. to update fees charged. (Mark Levy)

Agenda Attachments

1. Waggoner_Amendment_2_Fee_change.pdf

It was moved by Alderman Bailey, seconded by Alderman Howell-Atkinson to approve Amendment #2 to the General Services Agreement between City of Oxford, MS and Waggoner Engineering, Inc. to update fees charged. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

9. Regular Agenda: Development Services-Engineering Department

9.a. Second reading and public hearing for an Ordinance amending the Traffic Calming Policy. (John Crawley)

Agenda Attachments
1. MEMO - Second Reading of Changes to Traffic Calming Policy - 5.20.25.pdf

The Mayor called for public comment and received none. The vote on this proposed Ordinance will be at the next Regular meeting.

9.b. First reading of a proposed Ordinance amending Chapter 98-Streets, Sidewalks, Roads, and Bridges, Article VII, Section 98-153 (c) / Street Trenching & ROW Management, and Chapter 114-Utilities, Article VII, Section 114-385 (2) / Telecommunications Permit of the Code of Ordinances for the City of Oxford, MS. (John Crawley)

Agenda Attachments
1. Memo - First Read of Changes to Telecommunications Ordinance and ROW - Combined.pdf

The second reading and public hearing on this proposed Ordinance will be at the next Regular meeting.

9.c. Request permission to widen the mTrade "Shop" access road. (Brad Freeman/John Crawley)

Agenda Attachments
1. Memo - mTrade Park Access Road Widening Project - Combined.pdf

It was moved by Alderman Addy, seconded by Alderman Bailey to widen the mTrade Park "Shop" access road, based on the quotes received. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

9.d. Request permission to approve Change Order No. 1 for final quantities and Final Payment Application No. 4 for the Varner Loop and North Lamar Drainage Project. (John Crawley)

Agenda Attachments
1. Memo - Final Change Order No. 1 and Pay App No. 4 for Varner Loop and North Lamar - Combined.pdf

It was moved by Alderman Huelse, seconded by Alderman Crowe to approve Change Order No. 1 to Delgado General Corporation, in the amount of ($3,093.00), for final quantities and to approve Final Payment Application No. 4, in the amount of $54,397.30, for the Varner Loop and North Lamar Drainage Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

9.e. Request permission to approve Change Order No. 2 for the North Lamar Sewer Project. (John Crawley)

Agenda Attachments
1. Updated Memo - Change Order No. 2 for North Lamar Sewer - Combined.pdf

It was moved by Alderman Addy, seconded by Alderman Bailey to approve Change Order No. 2 to Axis Site Work, LLC, in the amount of $62,781.40, for the North Lamar Sewer Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

9.f. Request permission to approve Change Order No. 5 for the SR 7 Water Improvements Project, Phase IIB. (John Crawley)

Agenda Attachments
1. Memo - Change Order No. 5 for SR 7 Phase II B - Combined.pdf

It was moved by Alderman Huelse, seconded by Alderman Crowe to approve Change Order No. 5 to Argo Construction, in the amount of ($4,980.00), for the SR 7 Water Improvements Project, Phase IIB. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

9.g. Request permission to accept the reverse auction bid(s) for a dump truck (14 yards) with snow plow attachment for Development Services - Street Department. (John Crawley)

Agenda Attachments
1. Memo - Reverse Auction Bid for 14 Yard Dump Truck with Snow Plow Attachment for Street Dept - Combined.pdf

It was moved by Alderman Bailey, seconded by Alderman Crowe to accept the reverse auction bid from Tag Truck Center , in the amount of $169,100.00, for the purchase of a 14-yard dump truck with snow plow attachment for the Development Services-Street Department. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

9.h. Request permission to approve and authorize the Mayor to execute contract documents for the Oxford Conference Center Re-Roof Project. (John Crawley)

Agenda Attachments
1. MEMO - Request Approval for Execution of Contract Documents OCC Re-Roof.pdf

It was moved by Alderman Addy, seconded by Alderman Howell-Atkinson to approve and authorize the Mayor to execute contract documents for the Oxford Conference Center Re-Roof Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

10. Regular Agenda: Closing the Meeting

10.a. Consider an executive session.

It was moved by Alderman Crowe, seconded by Alderman Bailey to consider an executive session for a matter of potential litigation. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Aldermen Crowe to enter into an executive session for a matter of potential litigation regarding a former employee. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

10.b. Adjourn.

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

Robyn Tannehill

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk

CORPORATION OF OXFORD, MISSISSIPPI

THE CITY OF
OXFORD

SURPLUS FORM

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

Date of Request: 4/7/2025

Department that owns Fixed Asset: Police

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

Physical Location of Asset: 9 Industrial Park Drive

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

Dodge \ Charger \ 2014

Make Model Year

2C3CDXAG3EH149306 \ Black

VIN / Serial Number Color

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

Description of Tool (including brand): _____

_____ \ _____

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

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

_____

_____

_____

_____

_____

Name of Person Submitting Surplus Request: Jeff McCutchen

Date Approved by BOA: 4-15-25 * Resend *

107 Courthouse Square
Oxford, MS 38655

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

THE CITY OF
OXFORD

SURPLUS FORM

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Date of Request: 4/7/2025

Department that owns Fixed Asset: Police

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

Physical Location of Asset: 9 Industrial Park Drive

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

Dodge \ Charger \ 2013

Make Model Year

2C3CDXAG6DH592659 \ Black

VIN / Serial Number Color

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

Description of Tool (including brand): _____

_____ \ _____

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

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

_____

_____

_____

_____

_____

Name of Person Submitting Surplus Request: Jeff McCutchen

Date Approved by BOA: 4-15-25 * Resend *

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Date of Request: 5/13/25

Department that owns Fixed Asset: Police

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

Physical Location of Asset: 9 Industrial Park Drive

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

Dodge \ Charger \ 2019

Make Model Year

2C3CDXAG8KH547008 \ Black

VIN / Serial Number Color

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

Description of Tool (including brand): _____

_____ \ _____

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

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

_____

_____

_____

_____

_____

Name of Person Submitting Surplus Request: Jeff McCutchen

Date Approved by BOA: _____

107 Courthouse Square
Oxford, MS 38655

(p) 662-236-1310
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THE CITY OF
OXFORD

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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: 5/13/25

Department that owns Fixed Asset: Police

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

Physical Location of Asset: 9 Industrial Park Drive

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

Dodge \ Charger \ 2019

Make Model Year

2C3CDXAGXKH547009 \ Black

VIN / Serial Number Color

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

Description of Tool (including brand): _____

_____ \ _____

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

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

_____

_____

_____

_____

_____

Name of Person Submitting Surplus Request: Jeff McCutchen

Date Approved by BOA: _____

107 Courthouse Square
Oxford, MS 38655

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

OXFORD
ANIMAL RESOURCE CENTER

MEMORANDUM

To: Board of Aldermen
From: Kelli Briscoe
CC:
Date: May 20, 2025
Re: Authorize the approval of donations

The Oxford Animal Resource Center requests approval from the Mayor and Board of Aldermen to accept the following donations:

1. Hollywood Feed, LLC - $35.57

I recommend approval.

ROBERT M. NEELY III, P.E.
GENERAL MANAGER

OXFORD
UTILITIES

ROBYN M. TANNEHILL
MAYOR

MEMO:

DATE: **05-15-25**

TO: **MAYOR TANNEHILL & BOARD OF ALDERMEN**

CC: **ASHLEY ATKINSON**

FROM: **ROB NEELY**

RE: **AGENDA ITEMS**

I have the following agenda items for the Tuesday, May 20, 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

P.O. BOX 827
OXFORD, MS 38655

WWW.OXFORDUTILITIES.COM

PHONE (662) 232-2373
FAX (662) 232-2375

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

05/01/25 - 05/14/25

TO BE APPROVED: 05/20/25

ACCOUNT NUMBER	CUSTOMER NAME	ADDRESS	WATER ADJUSTMENT	SEWER ADJUSTMENT	ADJUSTMENT TYPE
224117-121945	MILTON DELANE	1019 SUNCREST DRIVE	-$11.36	-$15.10	INSIDE
005715-033161	ELIZABETH R HEARN	1090 BRIARWOOD DRIVE	-$18.51	-$20.79	INSIDE
203096-103078	OXFORD/LAFAYETTE VETERANS ASSO.	125 VETERANS BLVD	-$177.01	-$219.95	INSIDE
208093-048412	JASMINE BELL	139 TWINGATES DRIVE	-$66.39	-$88.26	INSIDE
200794-009290	BETTY L SMITH	1401 S 16TH STREET EXT	-$109.34	-$145.38	INSIDE
204590-002629	KAREN PEGUES	15 HILLTOP DRIVE	-$146.26	-$194.46	INSIDE
204819-026691	INTERFAITH COMPASSION MINISTRY	1918 UNIVERSITY AVENUE	-$16.71	-$20.77	INSIDE
006798-017265	JAMES E BLACKBURN III	303 MARIGOLD LANE	-$18.46	-$24.54	INSIDE
206580-106432	YOKNAPATAWPHA ARTS	413 S 14TH STREET	-$80.15	-$99.59	INSIDE
003185-022745	JENNIFER REBICH	708 SOUTHPOINTE COMMONS LOOP	-$22.72	-$30.21	INSIDE
204879-104797	HAZEL HOUSTON	125 SLACK ROAD	-$31.95	-$84.96	OUTSIDE
200823-049281	SUZANNE BROWN	1622 GARFIELD AVENUE	-$89.82	-$238.36	OUTSIDE
207089-042312	MARY MCGHEE MONTEITH	200 VIVIAN STREET	-$148.04	-$393.65	OUTSIDE
209505-050919	PRENTISS TURMAN	108 NORTHPOINTE DRIVE	X	-$23.52	POOL
209229-109050	MARILYN PEGUES	10 COUNTY ROAD 1001	-$92.04	X	WT ONLY
209262-027250	MALLORIE PERCELL	13 COUNTY ROAD 1026	-$184.57	X	WT ONLY
209718-022390	RONALD NATE CLARK	401 WOODLAND HILLS DRIVE	-$1,521.88	X	WT ONLY
		TOTAL:	**-$2,735.21**	**-$1,599.54**	

OXFORD
DEVELOPMENT
SERVICES

TRAVEL REQUEST TO BE APPROVED BY THE BOARD OF ALDERMAN

Person and/or persons traveling:
Allison Ferris - Development Services, Engineering

Travel to: MS Women's Summit - Flowood, MS

Date(s): Sept. 7th – Sept. 10th, (conf. Sept. 8th – 9th) 2025

Expenses:

Lodging:	$567.84
Travel: (____miles @____/mile)	City vehicle
Meals:	Est $132.16
Registration Fees:	FREE
Other Itemize:	
Total:	Est $700.00

Signature of Employee: Allison Ferris

Signature of Supervisor:

OXFORD
HUMAN RESOURCES

MEMORANDUM

To:	Board of Aldermen
From:	Braxton Tullos, Human Resources Director
Date:	May 20, 2025
Re:	Request Approval of Holly Tubbs to Attend Mississippi's Women's Leadership Summit

I am requesting approval from the Mayor and Board of Aldermen for Holly Tubbs to attend the Mississippi Women's Leadership Summit in Flowood, MS, September 7th-10th. The estimated costs will be $700.00. This cost will include lodging and meals.

I'm requesting approval.

OXFORD
HUMAN RESOURCES

MEMORANDUM

To: Board of Aldermen
From: Braxton Tullos, Human Resources Director
Date: May 20, 2025
Re: Request Approval of Travel

I am requesting approval from the Mayor and Board of Aldermen to travel to **Biloxi, Mississippi** from June 10th through June 13th to attend the **annual Labor and Employment Law Conference and to visit with the City of Gulfport Human Resources Department.**

There is **no registration fee** for the conference. However, I am requesting the following travel expenses:

Lodging: 3 nights at $249.00 per night – $747.00

Meals: 4 days – $272.00

Mileage: 648 miles at $0.70 per mile – $453.60

Total estimated cost: $1,472.60

I request approval.

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

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF OXFORD, MISSISSIPPI AWARDING THE SALE OF FIVE MILLION DOLLARS ($5,000,000) CITY OF OXFORD, MISSISSIPPI GENERAL OBLIGATION BONDS (PUBLIC IMPROVEMENTS ISSUE), SERIES 2025; DIRECTING THE ISSUANCE OF SAID BONDS; PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT THEREOF; AUTHORIZING THE PREPARATION AND DISTRIBUTION OF A FINAL OFFICIAL STATEMENT IN CONNECTION WITH SAID BONDS; AND FOR RELATED PURPOSES.

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

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

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

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

WHEREAS, as required by the Intent Resolution and Section 21-33-307 of the Act, a Notice of Resolution of Intent (the "Notice of Intent") was published in *The Oxford Eagle*, a newspaper published in and having a general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended and supplemented, on October 25 and November 1, 8 and 15, 2023, said publication being for at least three (3) consecutive weeks, with the first publication of the Notice of Intent being made not less than twenty-one (21) days prior to November 21, 2023, and the last publication being made not more than seven (7) days prior to such date; and

WHEREAS, as of the hour of 5:00 p.m. on November 21, 2023, no qualified elector of the City had filed a written protest or objection of any kind or character against the Project or the

issuance of such general obligation bonds with the Clerk of the City (the "Clerk") or any member of the Governing Body; and

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

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

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

WHEREAS, on April 15, 2025, the Governing Body adopted a resolution (the "Sales Parameter Resolution") authorizing the sale and issuance of $5,000,000 City of Oxford, Mississippi General Obligation Bonds (Public Improvements Issue), Series 2025 (the "Series 2025 Bonds") for the purpose of providing financing for the Project; and

WHEREAS, pursuant to the Sales Parameter Resolution, the Governing Body approved the form of the Series 2025 Bonds, approved the form of and authorized the publication of a Notice of Bond Sale (the "Notice of Sale") in connection with the Series 2025 Bonds and approved the form of and authorized the distribution of a Preliminary Official Statement (the "Preliminary Official Statement") in connection with the Series 2025 Bonds; and

WHEREAS, pursuant to the direction of the Sales Parameter Resolution, the Notice of Sale was published in *The Oxford Eagle*, a newspaper published in and having a general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended and supplemented, on May 7 and 14, 2025, in the form attached hereto as Exhibit A and made a part hereof; and

WHEREAS, at or prior to the hour of 3:30 o'clock p.m., Mississippi time, on this 20th day of May, 2025, there were filed with the Clerk, acting for and on behalf of the Governing Body, either electronically, by mail or by hand delivery, _____ (___) sealed bids for the purchase of all of the Series 2025 Bonds as follows:

Name	**Net Interest Cost Rate**

and a check or wire transfer to the City in the sum of One Hundred Thousand Dollars ($100,000.00) as evidence of the good faith of each bidder accompanied each of said bids; and

WHEREAS, copies of each of said bids are attached hereto as Exhibit B and made a part hereof; and

WHEREAS, the Governing Body has read and considered each of said bids at length and determined that said bids are in accordance with the terms and provisions of the Notice of Sale; and

WHEREAS, the Governing Body directed Government Consultants, Inc. (the "Municipal Advisor") to verify which bid produced the lowest net interest rate (as defined in the Notice of Sale) for the Series 2025 Bonds; and

WHEREAS, the bid of _____ (the "Purchaser") produces the lowest net interest rate for the Series 2025 Bonds and said bid computes to a net interest rate of _____%; and

WHEREAS, Butler Snow LLP ("Bond Counsel") has examined the bid of the Purchaser and declared it to be in legal form and in accordance with the terms and provisions of the Notice of Sale; and

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

WHEREAS, the issuance of the Series 2025 Bonds for the purpose of raising money to provide financing for the cost of the Project will result in a substantial public benefit to the citizens of the City; and

WHEREAS, it has now become necessary that the Governing Body proceed to make provision for the preparation, execution, issuance and delivery of the Series 2025 Bonds.

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

SECTION 1. The bid of the Purchaser is hereby declared to be the best responsible bid and the one offering to purchase the City's $5,000,000 General Obligation Bonds (Public Improvements Issue), Series 2025 at such price and such rates of interest as will produce the lowest net interest rate for the City.

SECTION 2. The bid of the Purchaser be and the same is hereby accepted, subject to the conditions of the Notice of Sale, and in accordance with said bid the Series 2025 Bonds shall bear interest at the following rates:

Year	Principal Amount	Interest Rate/ Coupon
2026	$170,000	
2027	175,000	
2028	180,000	
2029	190,000	

2030	195,000
2031	205,000
2032	210,000
2033	220,000
2034	230,000
2035	240,000
2036	250,000
2037	260,000
2038	270,000
2039	280,000
2040	290,000
2041	300,000
2042	315,000
2043	325,000
2044	340,000
2045	355,000

The Mayor of the City (the "Mayor") and the Clerk are hereby empowered and directed to accept said bid in the manner provided in the bid, and the good faith check or wire transfer received with said bid, in the sum of One Hundred Eighty Thousand Dollars ($100,000.00), shall be collected, deposited and invested by the City in accordance with the terms of the Notice of Sale, and shall be applied in part payment for the Series 2025 Bonds or to secure the City from any loss resulting from the failure of the Purchaser to comply with the terms of its bid. All other good faith checks shall be returned to the respective unsuccessful bidders by the Clerk.

SECTION 3. Proceeding under the authority of the Act, there shall be and there are hereby authorized and directed to be issued General Obligation Bonds (Public Improvements Issue), Series 2025 of the City in the aggregate principal amount of Five Million Dollars ($5,000,000). In consideration of the purchase and acceptance of any and all of the Series 2025 Bonds by the registered owners thereof, this resolution and the Sales Parameter Resolution shall constitute a contract between the City and the registered owners from time to time of the Series 2025 Bonds. The pledge made under this resolution and the Sales Parameter Resolution, and the covenants and agreements herein and therein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the registered owners of any and all of the Series 2025 Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction. Pursuant to the Act, the Series 2025 Bonds shall be general obligations of the City, and the full faith, credit and taxing power of the City are hereby irrevocably pledged for the payment of the principal of and interest on the Series 2025 Bonds. For the purposes of effectuating and providing for the payment of the principal of and interest on the Series 2025 Bonds, as the same shall respectively mature and accrue, there shall be, and is hereby, levied to the extent necessary therefore a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Series 2025 Bonds; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Bond Fund (as defined in the Sales

Parameter Resolution), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Series 2025 Bonds due during the ensuing fiscal year of the City. When necessary, said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Series 2025 Bonds as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this Section 3, such failure shall not impair the right of the registered owners of any of the Series 2025 Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Series 2025 Bonds, both as to principal and interest.

SECTION 4. The Series 2025 Bonds shall be dated the date of delivery thereof; shall bear interest from said date at the rates per annum set forth in Section 2 above (computed on the basis of a three hundred sixty (360) day year of twelve (12), thirty (30) day months), payable on May 1 and November 1 of each year, commencing May 1, 2026; and shall mature on May 1 in the years and in the principal amounts set forth in Section 2 above.

SECTION 5. The Series 2025 Bonds shall be issued as fully registered bonds in the denominations of $5,000 or any integral multiple thereof and shall be numbered from R-l upwards without regard to maturity.

SECTION 6. (a) The Series 2025 Bonds maturing May 1, 2036, and thereafter will be subject to redemption prior to their respective maturities, at the option of the City, on and after May 1, 2035, either in whole or in part on any date, as selected by the City among maturities, and by lot within each maturity, at the principal amount thereof, together with accrued interest to the date fixed for redemption and without premium.

(b) Notice of each such redemption, which may be conditional, shall be mailed, postage prepaid, not less than thirty (30) days prior to the redemption date, to all registered owners of the Series 2025 Bonds to be redeemed at their addresses as they appear on the registration books of the City kept by the Paying and Transfer Agent (as hereinafter defined).

(c) On the date designated for redemption, notice having been mailed to the registered owners of the Series 2025 Bonds to be redeemed as provided in paragraph (b) of this Section 6, and monies sufficient for the payment of the redemption price of said Series 2025 Bonds being held by the Paying and Transfer Agent or an escrow agent, the Series 2025 Bonds so called for redemption shall become due and payable at the redemption price provided for the redemption of such Series 2025 Bonds on such date, interest on such Series 2025 Bonds shall cease to accrue, such Series 2025 Bonds shall cease to be entitled to any lien, benefit or security under this resolution and shall no longer be deemed to be outstanding hereunder, and the registered owners shall have no rights in respect thereof except to receive payment of the redemption price thereof (including interest accrued to such redemption date) from the funds held for that purpose.

SECTION 7. The Series 2025 Bonds shall be in the form and be subject to the covenants and agreements set forth in this resolution and the Sales Parameter Resolution. The

Series 2025 Bonds shall be prepared and executed as soon as may be practicable after the adoption of this resolution and shall be delivered thereafter to the Purchaser.

SECTION 8. _____, is hereby appointed as the Paying and Transfer Agent for the Series 2025 Bonds.

SECTION 9. The decisions and determinations made by the Mayor and the Clerk, relating to the Series 2025 Bonds, and the actions taken by them in connection with the preparation of the Preliminary Official Statement and the Notice of Sale are hereby approved and ratified by the Governing Body. The Mayor be, and is hereby authorized and directed to prepare, execute and distribute a final Official Statement in connection with the Series 2025 Bonds substantially in the form of the Preliminary Official Statement, with such changes, omissions, insertions and revisions from the Preliminary Official Statement as he shall deem necessary and approve, said execution being conclusive evidence of such approval, and to deliver a reasonably sufficient number of such Official Statement to the Purchaser.

SECTION 10. The Mayor, each member of the Governing Body and the Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this resolution and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the issuance of the Series 2025 Bonds, the Preliminary Official Statement, the final Official Statement or other documents necessary to conclude the sale and issuance of the Series 2025 Bonds and to document the City's compliance with the Act and the Internal Revenue Code of 1986, as amended.

SECTION 11. In the event any scrivener's errors shall be discovered in this resolution after the adoption hereof but prior to the issuance of the Series 2025 Bonds, the Governing Body hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this resolution prior to the issuance of the Series 2025 Bonds.

SECTION 12. All resolutions or parts thereof in conflict herewith, to the extent of such conflict only, are hereby repealed.

SECTION 13. This resolution shall become effective immediately upon the adoption hereof.

SECTION 14. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

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

Alderman Rick Addy voted:
Alderman Mark Huelse voted:
Alderman Brian Hyneman voted:

Alderwoman Kesha Howell Atkinson voted:
Alderman Preston E. Taylor voted:
Alderman Jason Bailey voted:
Alderwoman Mary Martha Crowe voted:

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the resolution adopted this the 20th day of May, 2025.

(SEAL)

CITY OF OXFORD, MISSISSIPPI

By _____
Mayor

Attest:

_____
City Clerk

93259841.v1

EXHIBIT A

PROOF OF PUBLICATION OF NOTICE OF BOND SALE

EXHIBIT B

BIDS

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: Tamara Baker / Chauncey Pegues

Phone Number: 662-609-2194 E-mail Address: tamaramalone45@yahoo.com

Address: 37 CR 253

Etta \ MS \ 38627

(City) (State) (Zip Code)

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

☐ Yes ☑ No

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

Name of Business/Organization: _____

Director of Business/Organization: _____

Phone Number: _____ E-mail Address: _____

Address: _____

_____ \ _____ \ _____

(City) (State) (Zip Code)

Name of On-Site Contact Person at Event: Tamara Baker / Chauncey Pegues

Phone Number: 662-609-2194 E-mail Address: tamaramalone45@yahoo.com

---

II. Event Information:

Date: 6/28/25 Start Time: 3pm End Time: 5:30pm

Type of Event: Walk for Jesus

Event Location Information:

Starting Point Location: 107 courthouse Square

Finish Line Location: 107 courthouse Square

Detailed Route: Walk around the courthouse 7 times

Other Information: _____

Designation of any City of Oxford Facilities and/or Equipment to be Utilized: NO

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

Spacing Intervals to be Maintained Between Units: _____

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

III. Application Fee:

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

IV. Police Protection Fee:

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

V. Signatures:

Applicant Signature 4/23/25 Date

Approved By: Chief of Police, Oxford Police Department Date

PAYMENT DATE
04/23/2025

COLLECTION STATION
Station 1

RECEIVED FROM
TAMARA BAKER/CHAUNCEY PEGUES

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

BATCH NO.
2025-00000564

RECEIPT NO.
2026-00002907

CASHIER
Daphanie Vaughn

DESCRIPTION
WALK FOR JESUS 06/28/2025 AROUND THE SQUARE

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT
OPD	Oxford Police Dept. Fees 001-001-01 CASH GENERAL FUND $25.00 001-000-305 INCOME FROM POLICE DEPT FEES $25.00	$25.00

Payments:

Type	Detail	Amount
Charge	Credit Card Type: Credit Card Number: xxxx Authorization Code:	$25.00

Total Cash	**$0.00**
Total Check	**$0.00**
Total Charge	**$25.00**
Total Wire	**$0.00**
Total Other	**$0.00**
Total Remitted	**$25.00**
Change	**$0.00**
Total Received	**$25.00**

Total Amount: **$25.00**

Customer Copy

Printed by: Daphanie Vaughn

Page 1 of 1

04/23/2025 12:19:38 AM

OXFORD
PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Alderman
From: Kate Kenwright, AICP, Planner II
Date: May 20, 2025
RE: Request approval of a Preliminary and Final Plat for Case #3209, 'One Adams Place', for property located at 1418 Adams Avenue (PPIN #6162)

The subject property is +/- .323 acres. It is an L-shaped lot with frontage on Adams Avenue and N 15th Street. The applicant requests approval for a two-lot subdivision.

The plat would allow for a subdivision resulting in two lots, measuring .128 (Lot 1) and .195 (Lot 2). This would create a nonconformity, as Lot 1 would be below the lot size minimum for TSR (Traditional Suburban Residential) upon subdivision.

This property was the subject of two cases before the Planning Commission on May 12th; the case regarding this plat as well as a request for two variances: one from the lot size minimum and one from the Conservation Overlay District yard standards for the existing building at 1418 Adams Avenue.

The existing L-shaped lot has a house fronting Adams Avenue (1418 Adams Avenue) and was the site of an unapproved demolition of the second house that was located on the lot, 433 N 15th Street.

This lot was the subject of a Special Exception in November, 2022 to allow for a Residential Common Interest Development. At that time, the lot was overbuilt according to the Land Development code as the lot size does not allow for two primary dwelling units on a lot of this size (+/- 0.323 acres). Staff and the applicant discussed that if one of the dwellings were to be removed, that it would correct this nonconformity and no new dwelling in its place would be supported by Staff. Additionally, the unapproved demolition carries consequences according the City's Historic Preservation Code. According to Section 54-27 of the municipal code, the Preservation Commission has the authority to deny any application on the property where a resource was demolished without approval for up to 48 months. The building was demolished in late 2023—meaning that the Preservation Commission could still enforce the moratorium allowed by the code.

At the November 2022 meeting the Special Exception for the RCID was approved by the Planning Commission. One of the stated conditions of approval was that, "if either primary building is demolished, a new dwelling cannot be rebuilt in its place."

At the most recent Planning Commission meeting on May 12th the Commission heard the request for the two variances, and there was discussion about the consequences of the unapproved demolition and the resulting limitations on the lot based on the lot size required by the Code. Staff recommended denial of the proposed lot size variance as well as the preliminary and final plat.

The Planning Commission saw fit to approve the variance requests and recommended approval of the preliminary and final plat. Commissioner Alexander motioned to approve the lot size variance with the condition that:

> *Construction will not begin until January 1, 2026 and the plans must be approved by the Historic Preservation Commission.*

Commissioner Murphy seconded the motion, which was approved in a 4/2 vote with Commissioners Spragins and Rigby opposed and Commissioner Milam recused. The preliminary and final plat were recommended for approval in a motion by Commissioner Smith and was unanimously approved.

Recommendation:

The Planning Commission recommends that the Mayor and Board of Aldermen approve the preliminary and final plat for 'One Adams Place' with the following conditions:

1. Approval is for the plan as submitted.

2. Each lot will be allowed only one point of ingress/egress (Engineering).

OXFORD
PLANNING
DEPARTMENT

Case 3209

To: Oxford Planning Commission
From: Kate Kenwright; AICP, Planner II
Date: May 12, 2025

Applicant: Melissa Williams & Sara Camp
Owner: Same
Request: Preliminary & Final Plat Approval for 'One Adams Place'
Location: 1418 Adam Avenue (PPIN #6162)
Zoning: (TSR) Traditional Suburban Residential & North Lamar Historic District

Surrounding Zoning:
All: (TSR) Traditional Suburban Residential & North Lamar Historic District

Case History: Case #2906—Planning Commission—Special Exception as provided in Section 3.5.8 Residential Common Interest Developments—November, 2022
Case #745 – COA Request Historic Preservation Commission – September 2023

Planning Comments: The subject property is +/- .323 acres. It is an L-shaped lot with frontage on Adams Avenue and N 15th Street. The applicant requests approval for a two-lot subdivision.

The plat would allow for a subdivision resulting in two lots, measuring .128 (Lot 1) and .195 (Lot 2). This would create a nonconformity, as Lot 1 would be below the lot size minimum for TSR (Traditional Suburban Residential) upon subdivision.

This property is the subject of two variances that are the subject of Case #3208. As Staff is recommending denial of one of the variances requested, Staff cannot recommend approval of this plat.

Engineering Comments: This is a subdivision to create 2 separate parcels from one (ID 135P-21-288.00).

Access
Each lot will be allowed only one point of ingress / egress.

Water and Sewer

Water and sewer to these 2 lots are existing connections to city infrastructure.

Stormwater Management

No stormwater management is required for this subdivision.

Recommendation: Staff recommends denial of the proposed preliminary and final plat.

Should the Planning Commission choose to approve the variances that are the subject of Case #3208, Staff recommends the following conditions:

1. Approval is for the plan as submitted.

2. Approval of the Preliminary and Final Plat for 'One Adams Place' by the Mayor and Board of Aldermen.

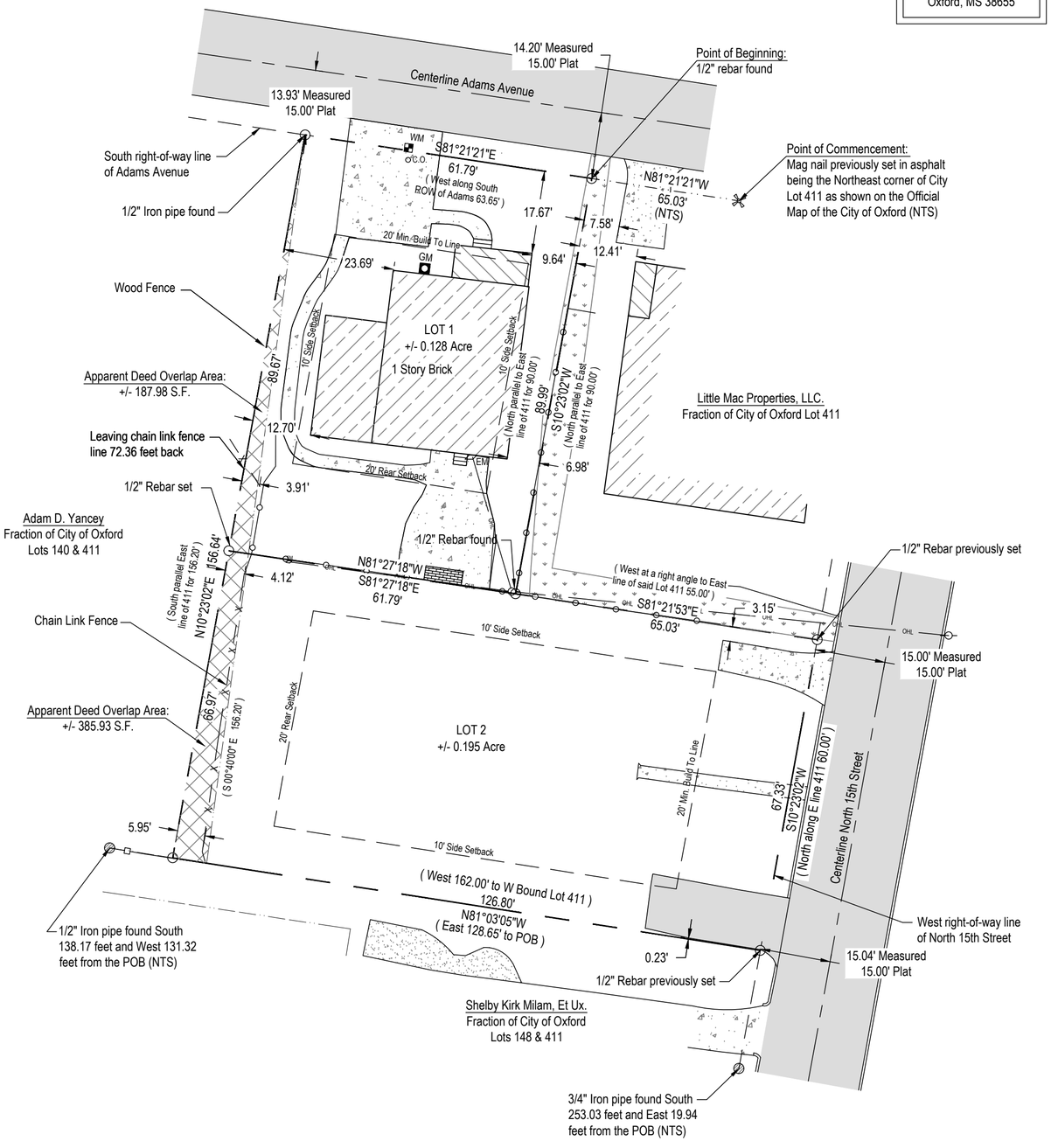
3. Each lot will be allowed only one point of ingress/egress (Engineering).

One Adams Place Subdivision **March 3, 2025**
Project Narrative
Provided By: Williams Engineering Consultants, Inc.

The current site consists of two (2) existing lots purchased as one parcel. Lot 1 is located at 433 North 15th Street and the other is located at 1418 Adams Avenue. The owner wishes to create a two (2) lot subdivision.

One Adams Place Subdivision
Fraction of City Lot 411
Total Area: +/- 0.323 ACRE
2 Residential Lots

Flat Bottom Properties, LLC.
423 N. 15th Street
Oxford, MS 38655



20 0 20 40 60
Scale: 1" = 20'

N

LEGEND

	RIGHT-OF-WAY LINES		COMMENCEMENT POINT
	PROPERTY LINES		PROPERTY CORNERS
	COMMENCEMENT LINES		MONUMENTS FOUND
	CENTERLINE ROAD	T-BOX	TELEPHONE BOX
	APPARENT ADJOINING PROPERTY LINE		UTILITY POLES
OHL	OVERHEAD LINES		GUY WIRE
X X	CHAIN LINK FENCE LINES	FH	FIRE HYDRANT
	WIRE MESH FENCE LINES	T-PED	TELEPHONE PEDESTAL
	WOOD FENCE LINES	E	ELECTRIC BOX
	BUILDING AREAS	EM	ELECTRIC METERS
	COVERED AREAS	GM	GAS METERS
	CONCRETE AREAS	WM	WATER METERS
	ASPHALT AREAS	WV	WATER VALVE
	GRAVEL AREAS	AC	AIR CONDITIONING UNIT
	HEDGEROW AREAS	S	EXISTING SANITARY MANHOLES
	OVERLAP/GAP AREAS	C.O.	CLEANOUT
POC	POINT OF COMMENCEMENT	S.O.	STUBOUT
S 89°57'34" W 210.00'	MEASURED CALLS	(NTS)	NOT TO SCALE
(N 79°36'00" W 210.00')	DEED CALLS	POB	POINT OF BEGINNING

(All symbols in legend may not be used on current survey.)

Notes:
1. This is a Class "B" Survey as set forth in Appendix "A" of the Standards of Practice for Land Surveying in the State of Mississippi.
2. This survey meets the conditions of closure and accuracy for condition "B" as set forth in Appendix "B" of the standards of practice for Land Surveying in the State of Mississippi.
3. Field survey completed September 9, 2021.
4. "True" Geodetic Bearings were established from GPS Observation by Williams Engineering.
5. Subject survey is Zoned TSR "Traditional Suburban Residential District" and located within the Historic Preservation District "Jefferson Madison District" and also within the Neighborhood Conservation Overlay as per City of Oxford Interactive Zoning Map Adopted March 19, 2019 and is subject to the regulations, setbacks, and easements found in the City of Oxford Land Development Code latest addition.
6. This property is subject to any right-of-way or easements recorded or unrecorded shown or not shown on plat of survey.
7. All property corners set are 1/2" rebar with survey cap, unless otherwise stated.
8. No underground utilities requested or shown on subject survey.
9. Subject survey updated as requested by client to include Correction Warranty Deed recorded as Instrument No. 202203136.
10. Deed References:
    - A. Deed Book-492, Page-547 B. Deed Book-483, Page-476
    - C. Deed Book-465, Page-328 D. Instrument No. 200507856
    - E. Instrument No. 201211354 F. Instrument No. 200900063
    - G. Instrument No. 201101073 H. Instrument No. 202105061
    - I. Instrument No. 201703176 J. Instrument No. 202203136
    - K. Official Plat of the City of Oxford on file in the Office of the Chancery Clerk of Lafayette County, Mississippi.
    - L. Previous survey for Kirk Milam by WEC dated 06/19/2015 with Project No. SV-152731
    - M. Previous survey for Little Mac Properties, LLC. by WEC Dated 07/07/2015 with Project No. SV-152751.

Description: A tract of land being a fraction of City of Oxford lot 411 being located in the Southeast Quarter (SE 1/4) of Section 21, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi; being described in more detail as follows:

Commencing at a mag nail previously set in asphalt at the intersection of the South right-of-way line of Adams Avenue and the West right-of-way line of North 15th Street being the Northeast corner of City of Oxford Lot 411, official plat of the City of Oxford on file in the Office of the Chancery Clerk of Lafayette County, Mississippi; run thence N 81°21'21" W leaving said West right-of-way line and along said South right-of-way line for a distance of 65.03 feet to a 1/2" rebar previously set, said rebar being the Point of Beginning of this description; run thence S 10° 23' 02" W leaving said South right-of-way line for a distance of 89.99 feet to a 1/2" rebar previously set; run thence S 81° 21' 53" E for a distance of 65.03 feet to a 1/2" rebar previously set on the aforementioned West right-of-way line of North 15th Street (15.00 feet from centerline); run thence S 10° 23' 02" W along said West right-of-way line for a distance of 67.33 feet to a 1/2" rebar previously set (15.04 feet from centerline); run thence N 81° 03' 05" W leaving said West right-of-way line and near a wood fence line for a distance of 126.80 feet to a 1/2" rebar set near a chain link fence line; run thence N 10° 23' 02" E near the West side of said chain link fence line for a distance of 156.64 feet to a 1/2" iron pipe found on the aforementioned South right-of-way line of Adams Avenue (13.93 feet from centerline), leaving said chain link fence line 72.36 feet back; run thence S 81° 21' 21" E along said South right-of-way line for a distance of 61.79 feet to the Point of Beginning of the herein described tract of land. Said tract contains 0.323 acre, more or less.

"True" Geodetic Bearings were established from GPS Observation by Williams Engineering Consultants, Inc. (662-236-9675)

Date: September 9, 2021
Updated: July 20, 2022

WILLIAMS ENGINEERING CONSULTANTS, INC.
Professional Engineers | Professional Land Surveyors
720 NORTH LAMAR BOULEVARD, SUITE A
P.O. BOX 1197 OXFORD, MISSISSIPPI 38655
662.236.9675

Final Subdivision Plat For:
One Adams Place Subdivision
1418 Adams Street & 433 North 15th Street
Oxford, Mississippi

REVISION	DATE

Scale: 1" = 20'
Date: 02-01-2025
File: SB-244081 (Milam 433 N 15th Street)\Plat\Milam 433 Nth 15th Street.dwg
Proj.No.: SB-244081
Drawn By: JWW
Checked By: RSD

Sheet Title: Subdivision Plat

Sheet No.: 1

One Adams Place Subdivision
Fraction of City Lot 411
Total Area: +/- 0.323 ACRE
2 Residential Lots

Flat Bottom Properties, LLC.
423 N. 15th Street
Oxford, MS 38655

OWNERS CERTIFICATE:

We, Melissa Camp, and Sara Camp, Members, Flat Bottom Properties, LLC, a Mississippi Limited Liability Company certify that Flat Bottom Properties, LLC, a Mississippi Limited Liability Company, is the owner in fee simple of the +/- 0.323 Acre property shown hereon, and also certify that I did cause said land to be platted as shown on this plat of One Adams Place Subdivision and that no taxes have become due and payable. This the _____ day of _____, 2025.

Flat Bottom Properties, LLC

_____ _____
Melissa Camp, Member Sara Camp, Member

NOTARY'S CERTIFICATE:

State of _____
County of _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2025 within my jurisdiction, the within named Melissa Camp and Sara Camp, who acknowledged that are members of Flat Bottom Properties, LLC, a Mississippi Limited Liability Company and owner of the described One Adams Place Subdivision and that in said representative capacity, they executed the above and foregoing instrument, after first having been duly authorized to do so.

My Commission Expires

_____

_____
Notary Public

SURVEYORS CERTIFICATE:

This is to certify that I have drawn subject plat from an actual on the ground survey and from deeds of record and that the plat represents the information and that is true and correct to the best of my knowledge and belief.

By: _____

Surveyor: Jeffery W. Williams, PLS No. 2833

RESTRICTIVE COVENANTS:

The property located in Lafayette Co., Mississippi, as shown on this plat is subject to the restrictive covenants which are set out in instrument recorded in instrument

number_____ of the deed records of Lafayette County, Mississippi.

_____
Chancery Court Clerk

STATE OF MISSISSIPPI, COUNTY OF LAFAYETTE

I hereby certify that the Condominium Plat shown hereon was filed for record in my office at _____ o'clock _____.m., on the _____ day of _____, 20____. and was immediately entered upon the proper index and duly recorded in Plat Cabinet - _____, Slide - _____.

_____
Chancery Court Clerk

WILLIAMS ENGINEERING CONSULTANTS, INC.
Professional Engineers | Professional Land Surveyors
720 NORTH LAMAR BOULEVARD, SUITE A
P.O. BOX 1197 OXFORD, MISSISSIPPI 38655
662.236.9675

Final Subdivision Plat For:
One Adams Place Subdivision
1418 Adams Street & 433 North 15th Street
Oxford, Mississippi

REVISION	DATE

Scale: 1" = 20'
Date: 02-01-2025
File: SB-244081 (Milam 433 N 15th St)\Plat\Milam 433 Nth 15th Street.dwg
Proj.No.: SB-244081
Drawn By: JWW
Checked By: RSD

Sheet Title:
Signature Sheet

Sheet No.:
2

Martha Day
412 N. 15th Street
Oxford MS 38655

April 13, 2025

Oxford Planning Commission and Historic Preservation Board

Re: Case 3208 and 3209

Dear Members of the Planning Commission and
Historic Preservation Board

I am writing to express my support for the proposed subdivision of the lot located at 433 N 15th St. and 1418 Adams as well as the variances required to accept the existing house on Adams and a new house on 15th Street as requested in Cases 3208 and 3209. As a homeowner of this neighborhood for several years, there have always been two houses on this one L shaped lot. I believe the subdivision and the construction of a new single family home at 433 N 15th St. will bring several positive changes to our community. This development would not only provide homes for new families but also enhance the overall housing market dynamics, benefiting current homeowners.

Furthermore, the fact that the applicant is also the owners of the neighboring property will help make sure that our new neighbors will contribute to a more vibrant and engaged neighborhood.

I have reviewed the proposed plans for the new house and find that it is in keeping with the standard and style of this neighborhood.

In conclusion, I strongly support the subdivision of the lot located at 433 N 15th St. and 1418 Adams, the variances requested and the proposed plans. I believe it will bring numerous benefits to our community, including increased housing availability, economic growth, and a stronger sense of community. I urge the Planning Commission to approve this proposal.

Thank you for your consideration.

Sincerely, Martha Day

Bob and Beth King
422 N. 15th Street
Oxford MS 38655

April 13, 2025

Oxford Planning Commission and Historic Preservation Board

Re: Case 3208 and 3209

Dear Members of the Planning Commission and
Historic Preservation Board

I am writing to express my support for the proposed subdivision of the lot located at 433 N 15th St. and 1418 Adams as well as the variances required to accept the existing house on Adams and a new house on 15th Street as requested in Cases 3208 and 3209. As a homeowner of this neighborhood for several years, there have always been two houses on this one L shaped lot. I believe the subdivision and the construction of a new single family home at 433 N 15th St. will bring several positive changes to our community. This development would not only provide homes for new families but also enhance the overall housing market dynamics, benefiting current homeowners.

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Thank you for your consideration.

Sincerely,

Bob King

Re: Proposed Letter of Support for 533 N 15th Street Case

From: F Bryant (fiacats@yahoo.com)

To: mjmw129@aol.com

Date: Monday, April 14, 2025, 10:51 AM CDT

Frances & Hume Bryant
1503 Jefferson Ave
Oxford,MS 38655

Sent from Yahoo Mail for iPhone

On Sunday, April 13, 2025, 8:40 PM, mjmw129@aol.com <mjmw129@aol.com> wrote:

Hume and Frances Bryant
1503 Jefferson Ave.
Oxford MS 38655

April 13, 2025

Oxford Planning Commission and Historic Preservation Board

Re: Case 3208 and 3209

Dear Members of the Planning Commission and
Historic Preservation Board

I am writing to express my support for the proposed subdivision of the lot located at 433 N 15th St. and 1418 Adams as well as the variances required to accept the existing house on Adams and a new house on 15thStreet as requested in Cases 3208 and 3209. As a homeowner of this neighborhood for several years, there have always been two houses on this one L shaped lot. I believe the subdivision and the construction of a new single family home at 433 N 15th St. will bring several positive changes to our community. This development would not only provide homes for new families but also enhance the overall housing market dynamics, benefiting current homeowners.

Furthermore, the fact that the applicant is also the owners of the neighboring property will help make sure that our new neighbors will contribute to a more vibrant and engaged neighborhood.

I have reviewed the proposed plans for the new house and find that it is in keeping with

the standard and style of this neighborhood.

In conclusion, I strongly support the subdivision of the lot located at 433 N 15th St. and 1418 Adams, the variances requested and the proposed plans. I believe it will bring numerous benefits to our community, including increased housing availability, economic growth, and a stronger sense of community. I urge the Planning Commission to approve this proposal.

Thank you for your consideration.

Sincerely,

Jon Moen and Barbara Lowe
1423 Jefferson Ave.
Oxford MS 38655

April 13, 2025

Oxford Planning Commission and Historic Preservation Board

Re: Case 3208 and 3209

Dear Members of the Planning Commission and Historic Preservation Board

I am writing to express my support for the proposed subdivision of the lot located at 433 N 15th St. and 1418 Adams as well as the variances required to accept the existing house on Adams and a new house on 15th Street as requested in Cases 3208 and 3209. As a homeowner of this neighborhood for several years, there have always been two houses on this one L shaped lot. I believe the subdivision and the construction of a new single family home at 433 N 15th St. will bring several positive changes to our community. This development would not only provide homes for new families but also enhance the overall housing market dynamics, benefiting current homeowners.

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In conclusion, I strongly support the subdivision of the lot located at 433 N 15th St. and 1418 Adams, the variances requested and the proposed plans. I believe it will bring numerous benefits to our community, including increased housing availability, economic growth, and a stronger sense of community. I urge the Planning Commission to approve this proposal.

Thank you for your consideration.

Sincerely,

Steve McDavid, Member
Little Mac Properties LLC
435 N 15th St.
Oxford, MS 38655

April 14, 2025

Oxford Planning Commission and Historic Preservation Board

Re: Case 3208 and 3209

Dear Members of the Planning Commission and
Historic Preservation Board

I am writing to express my support for the proposed subdivision of the lot located at 433 N 15th St. and 1418 Adams as well as the variances required to accept the existing house on Adams and a new house on 15th Street as requested in Cases 3208 and 3209. As a homeowner of this neighborhood for several years, there have always been two houses on this one L shaped lot. I believe the subdivision and the construction of a new single family home at 433 N 15th St. will bring several positive changes to our community. This development would not only provide homes for new families but also enhance the overall housing market dynamics, benefiting current homeowners.

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In conclusion, I strongly support the subdivision of the lot located at 433 N 15th St. and 1418 Adams, the variances requested and the proposed plans. I believe it will bring numerous benefits to our community, including increased housing availability, economic growth, and a stronger sense of community. I urge the Planning Commission to approve this proposal.

Thank you for your consideration.

Sincerely,

Steve McDavid
(Little Mac, LLC)

Buddy and Linda Williamson
502 N. 15th Street
Oxford MS 38655

April 13, 2025

Oxford Planning Commission and Historic Preservation Board

Re: Case 3208 and 3209

Dear Members of the Planning Commission and
Historic Preservation Board

I am writing to express my support for the proposed subdivision of the lot located at 433 N 15th St. and 1418 Adams as well as the variances required to accept the existing house on Adams and a new house on 15th Street as requested in Cases 3208 and 3209. As a homeowner of this neighborhood for several years, there have always been two houses on this one L shaped lot. I believe the subdivision and the construction of a new single family home at 433 N 15th St. will bring several positive changes to our community. This development would not only provide homes for new families but also enhance the overall housing market dynamics, benefiting current homeowners.

Furthermore, the fact that the applicant is also the owners of the neighboring property will help make sure that our new neighbors will contribute to a more vibrant and engaged neighborhood.

I have reviewed the proposed plans for the new house and find that it is in keeping with the standard and style of this neighborhood.

In conclusion, I strongly support the subdivision of the lot located at 433 N 15th St. and 1418 Adams, the variances requested and the proposed plans. I believe it will bring numerous benefits to our community, including increased housing availability, economic growth, and a stronger sense of community. I urge the Planning Commission to approve this proposal.

Thank you for your consideration.

Sincerely,

Linda M. Williamson

OXFORD
PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Alderman
From: James Hirsch; Planner I
Date: May 20, 2025
RE: Request approval of a Preliminary and Final Plat for Case #3218, Connie's Chicken (Nickle Smith) for 'Connie's Chicken', for property located at 2622 West Jackson Avenue (PPIN #7875)

The subject property is the current site of 'Connie's Chicken', located at 2622 West Jackson Avenue and measuring +/- 2.39 acres. The applicant proposes to divide the existing lot into two parcels of +/-0.98 and 1.41 acres, respectively. Both proposed lots meet the dimensional requirements of the underlying zoning. The applicant states there is currently no plan for the development of Lot 2.

The Planning Commission recommended approval of this item on the consent agenda at the Commission's meeting on May 12, 2025 with the four conditions listed in the staff report.

Recommendation: Staff and the Planning Commission recommend approval of the requested Preliminary and Final Plat for 'Connie's Chicken' with the following conditions:

1. Approval is for the plan as submitted subject to necessary technical revisions.

2. A copy of the stamped and recorded covenants are required prior to the issuance of a Certificate of Occupancy.

3. Development of Lot 2 will require site plan approval and a storm water management plan.

OXFORD
PLANNING
DEPARTMENT

Case #3218

To: Oxford Planning Commission
From: James Hirsch; Planner I
Date: May 12, 2025

Applicant: Nickle Smith
Owner: Same
Request: Preliminary and Final Plat for 'Connie's Chicken'
Location: 2622 West Jackson Avenue (PPIN #7875)
Zoning: (SCN) Suburban Center

Surrounding Zoning:
North, West & East: (SCN) Suburban Center
South: (SR) Suburban Residential

Case History: Case #2797-A - Site Plan Approval – July 2023

Planning Comments: The subject property is +/- 2.39 acres just to the east of the intersection of Jackson Avenue and MS Hwy 6. The applicant is proposing a two-lot subdivision for this property. The proposal includes a +/- 0.98-acre lot (Lot 1), which contains Connie's Chicken, along with a +/- 1.41-acre lot (Lot 2), which is currently vacant. Applicant states there is currently no plan for the development of Lot 2. Both of these lots meet the dimensional requirements of the underlying zoning.

Recommendation: Staff recommends approval of the requested Preliminary and Final Plat for 'Connie's Chicken' with the following conditions:

1. Approval is for the plat as submitted subject to necessary technical revisions (Planning).

2. Approval of the Preliminary and Final Plat for 'Connie's Chicken' by the Mayor and Board of Aldermen (Planning).

3. A copy of the stamped and recorded covenants are required prior to the issuance of a Certificate of Occupancy (Planning).

4. Development of Lot 2 will require site plan approval and a storm water management plan (Engineering).

T.W. ELLIOTT, PE/PS (1963-2011)
L.L. BRITT, PE/PS
KEVIN W. McLEOD, PE

ELLIOTT & BRITT ENGINEERING, P.A.
ENGINEERS - CONSULTANTS - SURVEYORS
823 N. LAMAR BLVD. - P. O. BOX 308
OXFORD, MISSISSIPPI 38655
eb@elliottbritt.com

TEL (662) 234-1763
FAX (662) 234-3835

November 5, 2024

Ben Requet, Oxford City Planner
107 Courthouse Square
Oxford, MS 38655

Re: 2622 W Jackson Subdivision
Subdivision Plat – Project Narrative

Attached you will find the subdivision plat for the referenced project. The tract of land, containing 2.39 acres, is located on the south side of Jackson Avenue, just east of the intersection between Jackson Avenue and MS Highway 6. Connie's Chicken is located on the current tract of land. The landowner is requesting to subdivide the parcel into 2 lots. Lot 1 will contain Connie's Chicken and consist of 0.977 acres, Lot 2 will be south of Lot 1 and contain 1.412 acres. Lot 2 will have access to Jackson Avenue along the east side of Lot 1. There will be a shared ingress/egress and storm drain easement between the two lots. Currently, there is no plan for the development of Lot 2.

Sincerely,

ELLIOTT & BRITT ENGINEERING, P.A.

Kevin W. McLeod, P.E.
Consulting Engineer

828A HIGHWAY 178 EAST
HOLLY SPRINGS, MISSISSIPPI 38635
(662) 252-1302

511 MOSS HILL DRIVE
NEW ALBANY, MISSISSIPPI 38652
Phone: (662) 534-6205
Fax: (662) 534-6801

113 PUBLIC SQUARE
BATESVILLE, MISSISSIPPI 38606
Phone (662) 563-1762
Fax (662) 563-1771

2622 W Jackson

2622 W Jackson, LLC - Owner

OWNER'S CERTIFICATE

I, Chad Blalack, As Managing Member Of 2622 W Jackson, LLC, The Owner Of The Tract Of Land Herein Described, Certify That We Did Cause Said Land To Be Subdivided And Platted, As Shown On The Attached Plat Of 2622 W Jackson, And The Streets Are Dedicated To The Use Of The Public Forever. Streets Are Hereby Dedicated To The Use By The Public And/Or Private Utility Companies Which Serve This Subdivision. Utility Easements Are Also Dedicated To The Public And/Or Private Utility Companies Which Serve This Subdivision. Such Subdivision And Dedication Is The Owner's Own Act And Deed Of Their Own Free Will.

Witness My Hand And Signature This _____ Day Of _____, 2024.

_____ _____

Chad Blalack *Notary Public*

53 Shoreline Lane
Gulfport, MS 39503

SURVEYOR'S CERTIFICATE

I Certify That The Within Plat Of The 2622 W Jackson In Lafayette County, Mississippi Is A True And Correct Representation Of Said Subdivision And That I Signed And Delivered It As My Own Act And Deed.

Witness My Hand And Signature This _____ Day Of _____, 2024.

_____

Larry L. Britt
Mississippi PS No. 2078

ENGINEER'S CERTIFICATE

I Certify That The 2622 W Jackson In Lafayette County, Mississippi, Is In Conformance With The Design Requirements Of The Subdivision Regulations And Specific Conditions Imposed On This Development, And Takes Into Account All Applicable Federal, State, And Local Laws And Regulations.

Witness My Hand And Signature This _____ Day Of _____, 2024.

_____

Kevin W. McLeod
Mississippi PE No. 15151

CITY ENGINEER'S CERTIFICATE

I Certify That 2622 W Jackson, LLC Has Complied With One Of The Following Alternatives for The 2622 W Jackson:

1. All Improvements Have Been Installed by The Sub–Divider In Accordance With The Requirements Of These Regulations And With The Action Of The Board Of Aldermen, Giving Approval Of The Preliminary Plat, And Accepting Maintenance Of Utilities And Streets.

2. A Bond, Certified Check Or Irrevocable Letter Of Credit Has Been Posted By The Sub–Divider Which Is Available To The City In A Sufficient Amount To Ensure Completion Of All Required Improvements,

As Of This _____ Day Of _____ , 2024.

_____

John Crawley
City Engineer, City Of Oxford

CITY OF OXFORD, COUNTY OF LAFAYETTE, STATE OF MISSISSIPPI

Approved And Recommended For Acceptance By The City Of Oxford Planning Commission, This The _____ Day Of _____, 2024.

_____

Chairman,
City Of Oxford Planning Commission

CITY OF OXFORD, COUNTY OF LAFAYETTE, STATE OF MISSISSIPPI

Approved And Accepted By The City Of Oxford Board Of Aldermen, This The _____ Day Of _____, 2024.

_____

Robyn Tannehill
Mayor, City Of Oxford

COUNTY OF LAFAYETTE, STATE OF MISSISSIPPI

Personally Appeared Before Me, Mike Roberts, Chancery Clerk, In And For Lafayette County, Mississippi, Larry L. Britt, Managing Member Of LT2, LLC, Who Executed The Herein Owner's Certificate That Was Signed And Delivered Of His Own Free Act And Deed. And Also Appeared Joseph Chad Mayer, Professional Surveyor, Who Executed The Attached Surveyor's Certificate And Acknowledged That It Was Signed And Delivered As His Own Free Act And Deed.

Witness My Hand And Signature This The _____ Day Of _____, 2024

_____

Mike Roberts
Chancery Clerk

COUNTY OF LAFAYETTE, STATE OF MISSISSIPPI

I, Mike Roberts, Chancery Clerk, In And For Lafayette County, Mississippi, Hereby Certify That This Instrument Was Filed For Record In My Office At _____ O'clock On The _____ Day Of _____, 2024, And Was Duly Recorded In Plat Cabinet _____, Slide _____.

Witness My Hand And Signature This The _____ Day Of _____, 2024

_____

Mike Roberts
Chancery Clerk

RESTRICTIVE COVENANTS

Recorded In Instrument No. _____, Of The Land Records In The Chancery Clerk's Office Of Lafayette County, Mississippi.

BOUNDARY SURVEY FOR:
2622 W Jackson, LLC

DESCRIPTION: A ±2.389 acre tract of land located in the Northeast Quarter (SW 1/4) of Section 25, Township 8 South, Range 4 West in the City of Oxford in Lafayette County, Mississippi and being more particularly described as follows:

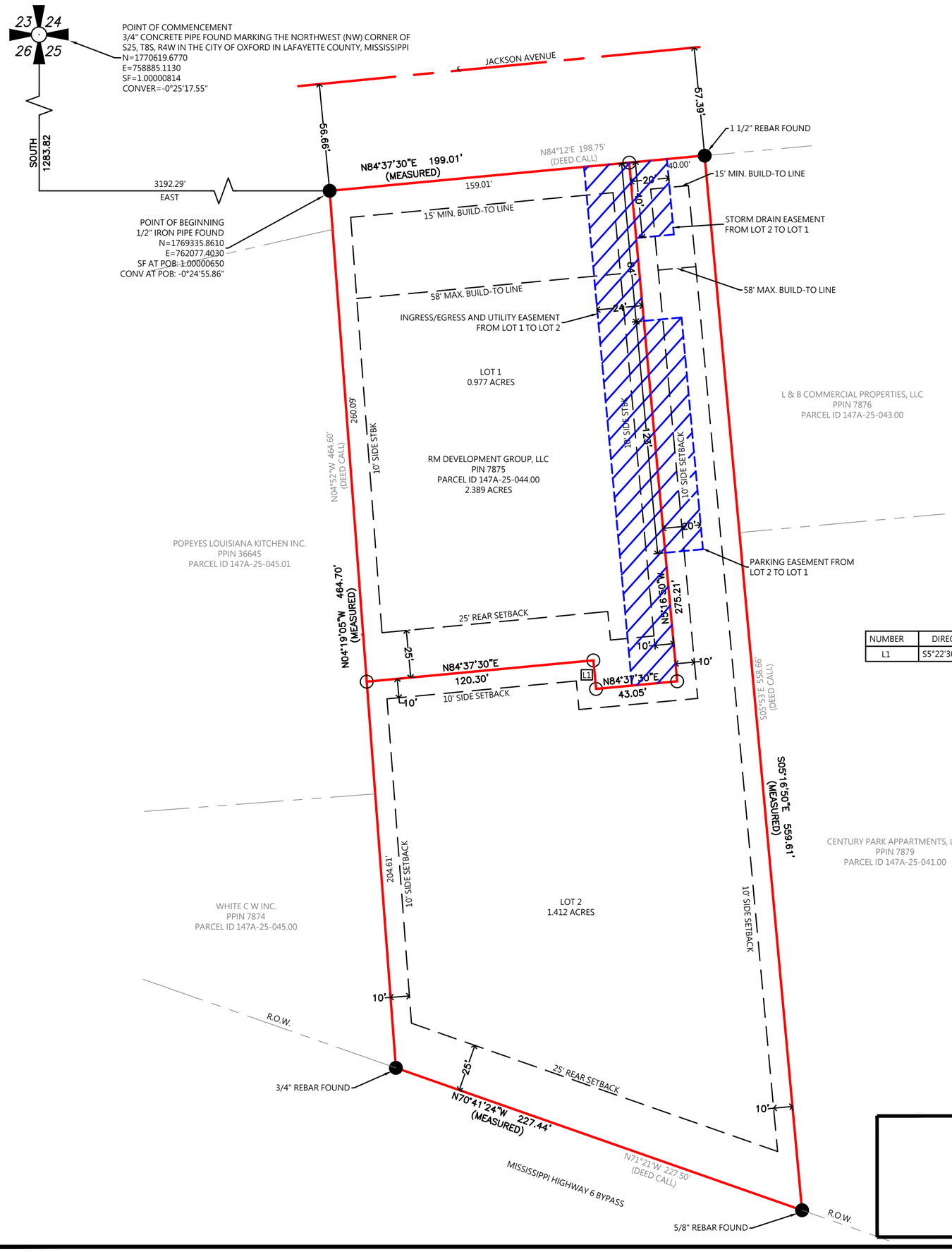
Commencing at 3/4" concrete pipe (N=1770619.6770, E=758885.113) marking the Northwest (NW) Corner of Section 28, Township 8 South, Range 4 West in the City of Oxford in Lafayette County, Mississippi; run thence South for a distance of 1,283.82 feet to a point; run thence East for a distance of 3,192.29 feet to a 1/2" iron pipe found (N=1769335.8610, E=762077.4030) marking the Point of Beginning of the herein described tract of land; run thence N84°37'30"E for a distance of 199.01 feet to a 1 1/2"" rebar found; run thence S05°16'50" E for a distance of 559.61 feet to a 5/8" rebar found; run thence N70°41"24"W for a distance of 227.44 feet to a 3/4" rebar found; run thence N04°19'05"W for a distance of 464.70 feet to the point of beginning. Said parcel containing 2.389 acres more or less.

ELLIOTT & BRITT ENGINEERING, P.A.
OXFORD • BATESVILLE • NEW ALBANY • HOLLY SPRINGS
(662) 234-1763
WWW.ELLIOTTBRITT.COM

Subdivision Plat of:
2622 W Jackson
City of Oxford, Lafayette County, Mississippi

DRAWN	LM
CHECKED	K W M
ENGINEER	K W M
DATE	9/2024

Sheet 1 of 2



NUMBER	DIRECTION	DISTANCE
L1	S5°22'30"E	15.16'

LEGEND

- CENTERLINE ROADS
- PROPERTY LINES
- PROPERTY SETBACKS
- EASEMENT LINES
- EASEMENT AREA
- ADJOINING PROPERTY LINES
- PROPERTY CORNER
- PROPERTY CORNER FOUND

STATE PLAN COORDINATE SYSTEM:
BEARING: GRID
ZONE: MS EAST
DATUM: NAD 83 (2011)
DERIVED FROM:
GPS REFERENCE NETWORK SYSTEM
COORDINATES ESTABLISHED FROM:
CORS STATION MSOX, OXFORD, MS

N=1770206.1080
E=773290.9550
EL=557.1800

NOTES:

1. This survey was prepared without the benefit of a Title Search and based on limited research by the surveyor or documents furnished.
2. This property is subject to all City of Oxford and all Lafayette County rules and regulations.
3. This property is subject to all road and utility easements and right-of-way of record, recorded or unrecorded.
4. This property is a Class "C" survey as set forth in Appendix "A" of the Standards of Practice of Surveying in the State of Mississippi.
5. This survey meets the conditions of closure and accuracy for Condition "A" as set forth in Appendix "B" of the Standards of Practice for Surveying in the State of Mississippi.
6. Bearings Established: GPS Observation (Grid)
7. All of the survey calls are either deed calls or measured calls.
8. 1/2", 3/4", 5/8", 1 1/2" Rebar, as described, is a reinforcement bar.
9. Date of field survey: 10/12/2022

Surveyors Certifications:

This is to certify that I, the undersigned, a licensed surveyor in the State of Mississippi have completed a survey of the premises as described and delineated heron for the purpose of accurately describing the same and that this plat represents the said premises as surveyed on the ground by my or under my direct supervision and is true and accurate to the best of my knowledge.

LARRY L. BRITT PS#2078 DATE

ELLIOTT & BRITT ENGINEERING, P.A.
OXFORD • BATESVILLE • NEW ALBANY • HOLLY SPRINGS
(662) 234-1763
WWW.ELLIOTTBRITT.COM

Subdivision Plat of:

2622 W Jackson

City of Oxford, Lafayette County, Mississippi

DRAWN	LM
CHECKED	K W M
ENGINEER	K W M
DATE	8/2024

Sheet 2 of 2

OXFORD
BUILDING AND
DEVELOPMENT

Memorandum

To: Mayor and Board of Alderman
From: Johnathan Mizell, Chief Building Official
Date: May 20, 2025
RE: Purposing to make additions to the Building Department Ordinance

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ARTICLE I. - IN GENERAL

Relocated to Sec. 22 – 393 ~~**Sec. 22-1. - Fences required for swimming pools.**~~

~~(a)Required. The owner of any property within the city on which a swimming pool shall be constructed or installed, or on which a swimming pool has been constructed or installed, without the erection of any fence or other barricade completely surrounding such pool shall erect a fence or other barricade at least four feet in height completely around said swimming pool, with the construction of said fence or said barricade being such as to impede any person from entering into the swimming pool area over, under, around or through said fence or other barricade, except through any gate or gates which may be provided therein.~~

~~(b)Time for completion. The erection of a fence or other barricade, provided in subsection (a) of this section for swimming pools hereafter constructed or installed, shall be completed within ten days after the completion of the construction or installation of the swimming pool. In the case of a swimming pool completed prior to the passage of this section, and construction without a fence or other barricade, a suitable fence or other barricade as required by this section shall be constructed within three months of the passage of this section.~~

~~(c)Definition of swimming pool. Any body of water, artificially constructed in whole or part, and more than 18 inches in depth at any point below the ground level or area around the pool.~~

~~(d)Penalty. The failure of any person to comply with the requirements of this section shall constitute a penal offense and shall subject said person to a fine not to exceed $100.00 for each day's failure to comply with this section.~~

Modify - Sec. 22-4. - Violations; penalties.

~~Any person who performs building, electrical, plumbing, gas, or mechanical work within the city and fails to obtain the required license or permit, shall be guilty of a misdemeanor, and upon conviction, shall be sentenced to pay a fine of not less than $500.00 and not to exceed $1,000.00 for each violation. Any license holder who continually performs work in violation of the adopted codes or performs work without first obtaining the required permits, may have his license revoked by the license commission for such time as the commission may determine to be appropriate for the offense having occurred or shall be guilty of a misdemeanor, punishable by the above mentioned fine or by imprisonment not exceeding~~

~~30 days, or both such fine and imprisonment. Each day that a violation continues after due notice had been served shall be deemed a separate offense.~~

Any person who performs building, electrical, plumbing, gas, or mechanical work within the city of oxford and fails to obtain the required permit before work commences, shall be guilty of a misdemeanor, and upon conviction, shall be sentenced to pay a fine of not less than $500.00 and not to exceed $1,000.00 for each violation. A second violation within 12 months shall be guilty of a misdemeanor, and upon conviction, shall be sentenced to pay a fine of not less than $500.00 and not to exceed $1,000.00 or by imprisonment not exceeding 30 days, or both such fine and imprisonment. Each day that a violation continues after due notice had been served shall be deemed a separate offense.

Relocated to Sec. 22 - 39 - Secs~~. 22-5 Roof Permit~~

~~Any owner, person, firm, corporation, or contractor who wishes to replace the roof covering on a building structure shall be required to obtain all necessary permits before work begins. The re-roof/ change of covering shall be based on the valuation of construction. The roof covering shall be in compliance with the City of Oxford adopted building codes. The owner, person, firm, corporation, or contractor applying for the roof permit must provide copies of all license's and a copy of their signed contract to determine the valuation. This permit will not require an inspection. Any party who shall perform such work, or who causes any such work to be done, prior to obtaining the required permit or prior to making the necessary filing shall be held in violation of this section and subject to the penalties stated herein.~~

Secs. 22-5—22-30. Reserved.

Modify - ARTICLE II. – LICENSING AND PERMITS ~~BUILDING CODE~~

Add - Sec. 22-31. – Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the contest clearly indicates a different meaning:

Residential Builder: means any person, firm, or corporation engaged in the business of constructing, altering, repairing, or improving any residential structure for sale or use by another as a residence.
Subcontractor: means any person, firm, or corporation engaged in the performance of HVAC, electrical, plumbing, and/or mechanical work of a construction project under the direction of a general contractor or owner-contractor.
Remodeler: means any person, firm, or corporation who, for a fixed price or other compensation, undertakes residential improvements to an existing residence when the cost of the improvements exceeds Ten Thousand Dollars ($10,000.00)
Owner-Contractor: means any person who undertakes or oversees residential construction or improvements, or acts as the general contractor of their own residence which will not be for sale, lease or rent.
Non-Residential Construction: means construction, altering, repairing, improving any building or structure not intended for residential purposes.

Add - Sec. 22-32. Builder/Contractor Licensing.

(a) No person, firm, or corporation shall engage in the business of new residential construction without a valid license from the Mississippi State Board of Contractors, privilege license, and professional license.

(b) No person, firm, or corporation shall engage in the business of residential remodeling or improvements without a valid license from the Mississippi State Board of Contractors, privilege license, and professional license, when the total cost of the undertaking exceeds Ten Thousand Dollars ($10,000.00).

Add - Sec. 22-33. Exemptions.

Owner-contractor who personally oversee the construction or renovation of their own residence and follows state law (licensed subcontractors are required).

Add - Sec. 22-34. Residential Subcontractor Licensing.

All subcontractors performing HVAC, electrical, plumbing and/or mechanical work on any residential construction project shall be licensed by the Mississippi State Board of Contractors, privilege license, and professional license regardless of the amount of work to be performed by the subcontractor.

ADD - Sec. 22-35. – Non-Residential License Required.

Any person engaged in the business of building, electrical, plumbing, gas fitting, or mechanical work (excluding telephone, telegraph, cable antenna television, city water, sewer, and electric employees, gas company, or electric power companies), shall obtain a privilege license, professional license, and follows state law to perform such work, provided such work is regulated by the city building, electrical, plumbing, gas or mechanical codes.

Modify - Sec. 22-37. - Supervision of work.

It shall be the responsibility of the permit holder ~~master~~ who obtained the permit for the work to supervise the work if he does not actually perform the work himself. The permit holder shall be responsible for the work being performed as if he had performed such work himself.

Modify - Sec. 22-40. - Transferability.

No license or permit may be transferred to any other owner, person, firm, corporation, or contractor. ~~Licenses for electrical, plumbing, gas fitter, or mechanical work shall only be issued to individuals and not companies, corporations, etc. Permits shall be issued only to companies, corporations, etc., which actually have a master or journeyman electrician, plumber, gas fitter or mechanical contractor, or a "licensed electrician, plumber, gas fitter or mechanical contractor" actually employed by such firm.~~

Modify - ARTICLE III. - BUILDING CODE

Modify - Sec. 22-67. - Adoption; certification, filing~~; penalty for violation~~.

(a)Code adopted. As authorized by MCA 1972, § 21-19-25, the International Building Code, ~~2018~~ 2024 edition, and all appendices thereto, is hereby adopted as the official building code of the city.

(b)Certificate and filing. A copy of such code shall be certified by the mayor and city clerk and filed as a permanent record in the office of the city clerk.

~~(c)Penalty for violation. Any person, firm, partnership, corporation or association violating any of the provisions of such code shall be fined not more than $500.00 or imprisoned not more than 30 days, or both.~~

Modify - Sec. 22-69. - Amendments.

ADD - Section 903.3.1.2 NFPA 13R of the 2024 IBC shall read in all Group R occupancies NFPA 13 fire sprinkler system shall be required.

ADD - Chapter 13 Energy Efficiency

Chapter 13 Energy Efficiency of the International Building Code, 2024 edition is deleted

The 2023 ~~2014~~ ICC 500 ICC/NSSA Standard for the Design and Construction of Storm Shelters for Group E occupancies adopted by the provisions of this article is hereby amended and shall be optional and not mandatory:
702.4.4 Sanitation Support Method
702.4.4.1 Storage capacity for water supply and wastewater with the exception paragraph
702.5 Ventilation
702.5.1 Natural Ventilation with Table 702.5.1
702.5.1.1 Location of Natural Ventilation Openings with Exception Paragraph
702.5.1.2 Mechanical Vents
702.5.2 Mechanical Ventilation
702.5.3 Intake Openings
702.5.4 Opening protection
702.7 Exit Signs and emergency lighting
702.8 Standby Lighting with Exception paragraph.
702.9 Standby Power
702.9.1 Capacity
702.9.2 Duration
702.9.3 Protection of components

~~701.1 Protection of critical support systems.~~

~~Critical support systems shall remain functional for the design storm event and minimum period of shelter occupancy (24 hours for hurricane shelters, 2 hours for tornado shelters). Critical support systems located outside of the storm shelter areas shall be protected by a means that meets the wind pressure and missile impact requirements of Chapter 3, and, as applicable, the flood-resistance requirements of Chapter 4.~~

~~702.1 Ventilation.~~

~~Occupied space in tornado shelters shall be ventilated by natural means in accordance with Section 702.1.1 or by mechanical ventilation in accordance with Section 702.1.2. Openings used for atmospheric pressure change (APC) are permitted to be counted as ventilation for the purposes of this section.~~

~~702.1.1 Natural ventilation.~~

~~Tornado shelters that rely on natural ventilation shall be provided with the minimum ventilation area in accordance with Table 702.1.1.~~

~~TABLE 702.1.1~~
~~VENTING AREA REQUIRED FOR TORNADO SHELTERS~~

~~TORNADO SHELTER TYPE~~	~~VENTING AREA (PER OCCUPANT)~~
~~Residential~~	~~2* square inches~~
~~Community (≤ 50 occupants)~~	~~5 square inches~~
~~Community (> 50 occupants)~~	~~6 square inches~~

~~702.1.1.1 Location of ventilation openings.~~

~~Configuration of natural ventilation openings required for tornado shelters shall be such that a minimum of 25 percent of the required area is located within 46 inches (2581 mm) of the floor, or in the lower one-half of the height of the shelter, whichever is less, with the balance, but not less than 50 percent of the required area located a minimum of 72 inches (1829 mm) above the floor, or in the upper one-fourth of the height of the shelter, whichever is greater. Lower and upper openings shall be horizontally located on an opposite wall or the roof surface to provide cross ventilation of the shelter.~~

~~Exception: Air intake openings for residential tornado shelters shall be permitted to be located entirely in the upper half of the shelter provided that the venting area is increased to 4 square inches (1290 mm 2) per shelter occupant.~~

~~702.1.2 Mechanical ventilation.~~

~~Tornado shelters that rely on mechanical ventilation shall be provided with the minimum mechanical ventilation rate of required outdoor air in accordance with the applicable building code provisions for the normal use of the space. The mechanical ventilation system shall be connected to an emergency power system.~~

~~702.1.3 Intake openings.~~

~~Outside air intake openings located in the same wall shall be located a minimum of 10 feet (3048 mm) horizontally and separated from any hazardous or noxious contaminant, such as emergency or back-up generator vents or exhaust, fuel storage tank vents and containers, maintenance or custodial storage facilities.~~

~~702.1.4 Exhaust or intake opening protection.~~

~~Air exhaust or intake openings that terminate outside of occupied shelter areas and occupant support areas shall comply with the provisions of Section 306.3 for exterior wall and roof impact protective systems.~~

~~702.2.1 Required toilets and hand-washing facilities.~~

~~Sanitation facilities provided for the normal occupancy installed within the shelter shall be included in the overall shelter sanitation facility count.~~

~~702.2.2 Additional facilities for storm shelters.~~

~~Where the required number of sanitation facilities for the tornado shelter exceeds the number of facilities provided for the normal occupancy of the space, the additional facilities shall be permitted to be temporary sanitary fixtures, chemical toilets or other means approved by the authority having jurisdiction.~~

~~702.2.3 Sanitation facilities support systems.~~
~~Support systems for the sanitation facilities (e.g., bladders, storage tanks or vessels, etc.) shall be capable of supplying water and containing waste for the design capacity of the tornado shelter.~~

~~702.2.4 Conversion of plumbing systems.~~

~~Plumbing and valve systems of fixtures located within the tornado shelter shall be permitted to be designed for conversion to emergency operation to meet the required demand.~~

~~702.3 Emergency lighting.~~

~~Community tornado shelters shall be provided with an emergency lighting system. The emergency lighting system shall provide an average of 1 foot-candle (11 lux) of illumination in occupied shelter areas, occupant support areas, required corridors, passageways and means of egress.~~

~~702.3.1 Capacity.~~

~~The emergency electrical power system shall have adequate capacity and rating to supply all required systems and circuits intended to be operated at one time.~~
~~702.3.2 Duration.~~

~~The emergency electrical power system shall be designed to provide continuously the required output capacity for a minimum of 2 hours.~~

~~Exception: Personal-use flashlights shall be permitted for the emergency lighting system requirement for tornado shelters with an occupant load of less than or equal to 50, when provided at a quantity not less than one (1) flashlight per 10 occupants. Personal-use flashlights shall be a minimum of two "D" cell size or equivalent light output, and readily accessible from within the occupied shelter areas or immediately adjacent occupant support areas.~~

Secs. 22-70 - 22-94. - Reserved.

Modify – ARTICLE IV ~~III~~. - ELECTRICITY
DIVISION 1. - GENERALLY

Modify - Sec. 22-97. - Administration, enforcement of chapter provisions.

It shall be the duty of the Building official ~~electrical inspector~~ to see that the provisions of this chapter are carried out and to prefer charges against anyone violating any of its provisions. ~~He shall make the inspections provided for herein issue certificates of approval on electrical wiring meeting the requirements of this chapter and keep a complete record of inspections made and of certificates issued.~~

Modify - Sec. 22-98. - Hazardous connections.

When, in the opinion of the Building Official ~~electrical inspector~~, electrical wiring is in a dangerous condition as a result of existing life and/or fire hazards, he shall order the electrical service to be discontinued; and service shall not be renewed until after the hazards have been eliminated and the wiring placed in a reasonably safe condition as determined by inspection by the Building Official ~~electrical inspector~~.

Secs. 22-99—22-123. - Reserved.

Delete - ~~DIVISION 2. - LICENSE REQUIREMENTS FOR ELECTRICIANS, PLUMBERS, GAS FITTERS, AND MECHANICAL CONTRACTORS~~

Delete - ~~Sec. 22-77. - Master, journeyman categories established.~~

~~For the purpose of this article, there is hereby established the categories of master and journeyman to apply to the trades of electrician, plumber, gas fitter and mechanical contractors.~~

Delete - ~~Sec. 22-78. - License required.~~

~~Any person engaged in the business of building, electrical, plumbing, gas fitting, or mechanical work (excluding telephone, telegraph, cable antenna television, city water, sewer, and electric employees, gas company, or electric power companies), shall obtain a privilege license, professional license, and follows state law perform such work, provided such work is regulated by the city building, electrical, plumbing, gas or mechanical codes.~~

Relocated to Sec. 22 - 38 - ~~Sec. 22-79. - Permits.~~

~~(a)Permits shall be issued only to those persons holding a valid license. Such license shall be obtained in accordance with the provisions of this article. The following types of work shall be exempt from the permit, license requirements:~~

~~(1) Minor electrical repairs where no additional wiring or electrical apparatus is required.~~

~~(2) Minor plumbing repairs for water leaks, sewer stoppages, and gas pressure tests for existing gas installations.~~

~~(3) Installation of water and sewer mains six inches or larger in diameter and all appurtenances thereto, including manholes, valves, etc., when such mains are to be installed by a contractor who is duly licensed by the state board of public contractors.~~

~~(4) Minor mechanical repairs to systems such as recharging refrigerant in units.~~

~~(b)No work for which a permit is issued shall be subcontracted to any other person other than an electrician, plumber, gas fitter or mechanical contractor. In addition, no work for which a permit is issued shall be performed by any other person other than the person or bona fide employee of the person holding the permit. Regardless of whether or not a license, bond or permit is required, nothing in this~~

~~article shall preclude any work from being done in strict accordance with the applicable code adopted by the city or the necessity of obtaining a city privilege license or any other license required by law.~~

Delete - ~~**Sec. 22-80. - License commission.**~~

~~(a)The city planning commission shall serve as the city license commission in matters pertaining to the issuance of licenses required by this article. Any questions pertaining to the issuance or revocation of licenses issued under this article shall be presented to the city planning commission for determination. Any person aggrieved by the decision of the city planning commission may appeal such decision to the mayor and board of aldermen. Such appeal must be made in writing, and filed with the city clerk within ten days after such decision was rendered.~~

~~(b)The license commission is hereby authorized to deny issuance of a license to any person the commission determines to be unqualified or who has a record of performing unacceptable work or work which does not comply with the adopted codes. Said determination shall be made at a license commission meeting at which the applicant shall be given the right to answer all charges. Denial of the license shall require a two-thirds vote of all members of the commission.~~

Delete - ~~**Sec. 22-81. - Qualifications.**~~

~~Before any master license shall be issued, the applicant shall submit evidence that he has had at least four years' experience acquired by active and continuing work in the trade for which he is applying for a license. Before any journeyman license shall be issued, the applicant shall submit evidence that he has had at least two years of experience acquired by active and continuing work in the trade for which he is applying for a license.~~

Delete - ~~**Sec. 22-82. - Existing or prior license holders.**~~

~~Any person holding a privilege license for electrical, plumbing, gas fitter, or mechanical work in the city at any time during the five years preceding his application for license, shall be issued a license without taking an accredited written examination. Such applicant shall secure the required city privilege license at the time of application for a license renewal. Such applicants shall be classified as "licensed electricians, plumbers, gas fitters or mechanical contractors."~~

Delete - ~~**Sec. 22-83. - Other license holders.**~~

~~(a)Any person holding a current license for building, electrical, plumbing, gas fitting, or mechanical work issued by any other municipality, county, parish, or other governmental agency which requires a written examination, may be issued a license by the city upon submission of the following information:~~

~~(1) That he furnishes evidence that he has such license;~~

~~(2) That he furnishes evidence that he actually took and passed an accredited written examination which qualified him for such license; however, lieu thereof evidence that said person was issued a license prior to May 1, 1972, and prior to the existence of such written examination by a governmental entity which has an examining board that does presently require written examination to qualify for a license;~~

~~(3)That he has been actively engaged in business as an electrician, plumber, gas fitter, or mechanical contractor for two years or more;(4)That he held a license for one year or more; and(5)That he pays the privilege license fee to the city and obtains the bond as required by this article.(b)Such person shall be given a license classification similar to that held in such other city or county.~~

Delete - ~~**Sec. 22-84. - Homeowner exception.**~~

~~Any homeowner who desires to perform plumbing work (except natural or liquefied petroleum gas) within a dwelling unit actually owned and occupied by him is hereby exempted from the license requirements of this article. Said homeowner shall not employ any other person to perform such work, and shall obtain all required permits, perform the work in accordance with all applicable codes, and obtain the required inspections.~~

Relocated to Sec. 22 - 37 - ~~Sec. 22-85. - Supervision of work.~~

~~It shall be the responsibility of the master who obtained the permit for the work to supervise the work if he does not actually perform the work himself. The master shall be responsible for the work being performed as if he had performed such work himself.~~

Relocated to Sec. 22 - 36 - ~~Sec. 22-86. - Renewal of license.~~

~~All license are required to be renewed before any such permit can be issued.~~

Relocated to Sec. 22 - 40 - ~~Sec. 22-87. - Transferability.~~

~~No license or permit may be transferred to any other person. Licenses for electrical, plumbing, gas fitter, or mechanical work shall only be issued to individuals and not companies, corporations, etc. Permits shall be issued only to companies, corporations, etc., which actually have a master or journeyman electrician, plumber, gas fitter or mechanical contractor, or a "licensed electrician, plumber, gas fitter or mechanical contractor" actually employed by such firm.~~

Relocated to Sec. 22 - 4 - ~~Sec. 22-88. - Violations; penalties.~~

~~Any person who performs building, electrical, plumbing, gas, or mechanical work within the city and fails to obtain the required license or permit, shall be guilty of a misdemeanor, and upon conviction, shall be sentenced to pay a fine of not less than $500.00 and not to exceed $1,000.00 for each violation. Any license holder who continually performs work in violation of the adopted codes or performs work without first obtaining the required permits, may have his license revoked by the license commission for such time as the commission may determine to be appropriate for the offense having occurred or shall be guilty of a misdemeanor, punishable by the above mentioned fine or by imprisonment not exceeding 30 days, or both such fine and imprisonment. Each day that a violation continues after due notice had been served shall be deemed a separate offense.~~

Modify – DIVISION 2 ~~3.~~ - PERMITS AND INSPECTIONS

Delete - ~~Sec. 22-111. - Certificate of approval.~~

~~Upon approval of an electrical wiring installation, the electrical inspector shall issue a certificate of approval therefor.~~

Delete - ~~Sec. 22-112. - Temporary connections.~~

~~Permission may be granted by the electrical inspector for temporary service for a period of time not exceeding 30 days for the connection of electrical service to any electrical wiring installation.~~

Secs. 22-128—22-152. - Reserved.

Modify – DIVISION 3 ~~4.~~ - ELECTRICAL CODE

Modify - Sec. 22-153. - Adopted; certification, filing~~; penalty for violation~~.

(a)As authorized by MCA 1972, § 21-19-35, the National Electrical Code, ~~2017~~ 2023 edition, is hereby adopted as the official electrical code of the city.

(b)A copy of such code shall be certified by the mayor and city clerk and filed as a permanent record in the office of the city clerk. Current amendments shall be maintained in the office of the city clerk.

~~(c)Any person violating any of the provisions of said code shall be fined not more than $200.00 or imprisoned not more than 30 days, or both.~~

Modify - Sec. 22-154. - Aluminum conductors in branch circuits.

The City of Oxford prohibits the use of aluminum conductors in branch circuits as allowed in ~~2017~~ 2023 Edition of National Electrical Code.

ADD – Sec. 22-154. - Amendments.

E3901.4 Countertop and work surface receptacles of the International Residential Code for One- and Two-Family Dwellings, 2024 edition is deleted and replaced with E3901.4 Countertop and work surface receptacles of the International Residential Code for One- and Two-Family Dwellings, 2018 edition.

Secs. 22-155—22-174. - Reserved.

Modify - ARTICLE V ~~IV.~~ - ELIMINATION OR REPAIR OF UNSAFE BUILDINGS

Modify - Sec. 22-175. - Adoption of code.

(a)As authorized by MCA 1972, § 21-19-25, the 2024 ~~2018~~ International Existing Building Code edition, as published, is hereby adopted as the official repair or demolition code.

(b)A copy of such code shall be certified by the mayor and city clerk and filed as a permanent record in the office of the city clerk.

Sec. 22-177. - Amendments.

The repair or demolition code adopted by the provisions of this article is hereby amended to read as follows:

Modify - Section ~~109~~ 112 Means of Appeal is hereby appealed in its entirety. A person shall have the right to appeal a decision of the Building Official such person must prescribe to section 22-68.

Delete - ~~109.2. Appointment. A person shall have the right to appeal a decision of the code official to the board of appeals. Such board shall be the board of adjustment as prescribed in Section 620 of the Oxford Land Development Code.~~

~~Sections 109.2.1, 109.2.2, 109.2.3 109.2.4, 1092.5, and 109.2.6 of said code are hereby repealed.~~

Modify - ARTICLE VI ~~V.~~ – HOUSING

DIVISION 1. - GENERALLY
Secs. 22-203—22-227. - Reserved.

DIVISION 2. - HOUSING CODE

Modify - Sec. 22-228. - Adoption; certification, filing~~; penalty for violation~~.

(a)As authorized by MCA 1972, § 21-19-25, the International Residential Code for One- and Two-Family Dwellings, ~~2018~~ 2024 edition, as published, and all appendices thereto, is hereby adopted as the official housing code of the city.

(b)A copy of such code shall be certified by the mayor and city clerk and filed as a permanent record in the office of the city clerk.

~~(c)Any person, firm, partnership, corporation or association violating any of the provisions of such code shall be fined not more than $500.00 or imprisoned not more than 30 days, or both.~~

Modify - Sec. 22-229. - Amendment.

The housing code adopted by provisions of this article is hereby amended as follows:

108.5 ~~106.6.3~~ Fee Refunds is hereby repealed in its entirety.

Modify - Section ~~109~~ 112 Means of Appeal is hereby appealed in its entirety. A person shall have the right to appeal a decision of the code official such person must prescribe to section 22-68.

Delete - ~~112.1. General. There is hereby created a board to be called the construction board of appeals. Such board shall be the board of adjustment as prescribed in Section 620 of the Oxford Zoning Ordinance.~~

Chapter 11 Energy Efficiency. Chapter 11 of the International Residential Code for One- and Two-Family Dwellings, ~~2018~~ 2024 edition is deleted and replaced with Chapter 11 of the International Residential Code for One- and Two-Family Dwellings, 2006 edition.

E3401.1—E4209.6 The City of Oxford prohibits the use of aluminum conductors in branch circuits as allowed in 2024 ~~2018 I~~RC for One- and Two-Family Dwellings.

Modify - ARTICLE VII ~~VI~~. - PLUMBING AND GAS
DIVISION 1. - GENERALLY

Secs. 22-285—22-309. - Reserved.

DIVISION 2. - PLUMBING CODE

Modify - Sec. 22-310. - Adoption; certification, filing.

(a)Code adopted. As authorized by MCA 1972, § 21-19-25, the International Plumbing Code, ~~2018~~ 2024 edition, as published, is hereby adopted as the official plumbing code.

(b)Certification and filing. A copy of such code shall be certified by the mayor and city clerk and filed as a permanent record in the office of the city clerk.

Modify - Sec. 22-311. - Plumbing code.

The International Plumbing Code adopted by provisions of this article is hereby revised as follows:

108.6 Fee Refunds is hereby repealed in its entirety.

~~Section 108 Violations.~~

~~108.4 Violation penalties. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair plumbing work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than $500.00 or by imprisonment not exceeding 30 days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.~~

~~108.5 Stop work orders. Upon notice from the code official, any work on any plumbing system that is being done contrary to the provisions of this code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be fined or imprisoned as specified in section 108.4.~~

Modify - Section ~~109~~ 112 Means of Appeal is hereby appealed in its entirety. A person shall have the right to appeal a decision of the code official such person must prescribe to section 22-68.

Delete - ~~109.2. Appointment. A person shall have the right to appeal a decision of the code official to the board of appeals. Such board shall be the board of adjustment as prescribed in Section 620 of the Oxford Land Development Code~~

~~Sections 109.2.1, 109.2.2, 109.2.3 109.2.4, 1092.5, and 109.2.6 of said code are hereby repealed.~~

Secs. 22-312—22-336. - Reserved.

DIVISION 3. - GAS CODE

Modify - Sec. 22-337. - Adoption; certification, filing; penalty for violation.

(a)Code adopted. As authorized by MCA 1972, § 21-19-25, the International Fuel and Gas Code ~~2018~~ 2024 edition, and all appendices thereto, is hereby adopted as the official gas code of the city.

(b)Certification and filing. A copy of such code shall be certified by the mayor and city clerk and filed as permanent record in the office of the city clerk.

~~(c)Penalty for violation. Any person, firm, partnership, corporation, or association violating any of the provisions of such code shall be fined not more than $500.00 or imprisoned not more than 30 days, or both.~~

Sec. 22-338 - Revisions.
The gas code adopted by provisions of this article is hereby revised as follows:

108.6 Fee Refunds is hereby repealed in its entirety.

Modify - Section ~~109~~ 112 Means of Appeal is hereby appealed in its entirety. A person shall have the right to appeal a decision of the code official such person must prescribe to section 22-68.

Delete ~~- 109.2. Appointment. A person shall have the right to appeal a decision of the code official to the board of appeals. Such board shall be the board of adjustment as prescribed in Section 620 of the Oxford Land Development Code~~
~~Sections 109.2.1, 109.2.2, 109.2.3 109.2.4, 1092.5, and 109.2.6 of said code are hereby repealed.~~

Delete - ~~**Sec. 22-262. - Administration and enforcement.**~~
~~The provisions of the gas code adopted by the provisions of this article shall be administered and enforced in compliance and conformity with the provisions of Chapter 1 of the International Plumbing Code adopted by the provisions of section 22-223.~~

Secs. 22-339—22-363. - Reserved.

Modify - ARTICLE VIII ~~VII.~~ - MECHANICAL
DIVISION 1. - GENERALLY

Secs. 22-364—22-388. - Reserved.

DIVISION 2. - MECHANICAL CODE

Modify - Sec. 22-389. - Adoption; certification, filing; penalty for violation.

(a)Code adopted. As authorized by MCA 1972, § 21-19-25, the International Mechanical Code ~~2018~~ 2024 edition, all appendices, and referenced standards including ASHRAE 15-2022 thereto, is hereby adopted as the official mechanical code of the city.

(b)Certification and filing. A copy of such code shall be certified by the mayor and city clerk and filed as permanent record in the office of the city clerk.

~~(c)Penalty for violation. Any person, firm, partnership, corporation, or association violating any of the provisions of such code shall be fined not more than $500.00 or imprisoned not more than 30 days, or both.~~

Sec. 22-390. - Revisions.
The mechanical code adopted by provisions of this article is hereby revised as follows:

108.6 Fee Refunds is hereby repealed in its entirety.

Modify - Section ~~109~~ 112 Means of Appeal is hereby appealed in its entirety. A person shall have the right to appeal a decision of the code official such person must prescribe to section 22-68.

Delete - ~~109.2. Appointment. A person shall have the right to appeal a decision of the code official to the board of appeals. Such board shall be the board of adjustment as prescribed in Section 620 of the Oxford Land Development Code~~
~~Sections 109.2.1, 109.2.2, 109.2.3, 109.2.4, 1092.5, and 109.2.6 of said code are hereby repealed.~~

ADD - ARTICLE IX. – SWIMMING POOLS

ADD - Sec. 22-391. - Adoption; certification, filing.

(a)Code adopted. As authorized by MCA 1972, § 21-19-25, the International Swimming Pool and Spa Code, 2024 edition, as published, is hereby adopted as the official swimming pool and spa code.

(b)Certification and filing. A copy of such code shall be certified by the mayor and city clerk and filed as a permanent record in the office of the city clerk.

ADD - Sec. 22-392 - Revisions.

ADD - 109.6 Fee Refunds is hereby repealed in its entirety.

ADD - Section 112 Means of Appeal is hereby appealed in its entirety. A person shall have the right to appeal a decision of the code official such person must prescribe to section 22-68.

ADD – Sec. 22-393. – Licensing Requirement

No person, firm, or corporation shall construct a inground pool without a valid license from the Mississippi State Board of Contractors, privilege license, and professional license.

ADD - Sec. 22-394. - Fences required for swimming pools.

(a)Required. The owner of any property within the city on which a swimming pool shall be constructed or installed, or on which a swimming pool has been constructed or installed, without the erection of any fence or other barricade completely surrounding such pool shall erect a fence or other barricade at least four feet in height completely around said swimming pool, with the construction of said fence or said barricade being such as to impede any person from entering into the swimming pool area over, under, around or through said fence or other barricade, except through any gate or gates which may be provided therein.

(b)Time for completion. The erection of a fence or other barricade, provided in subsection (a) of this section for swimming pools hereafter constructed or installed, shall be completed within ten days after the completion of the construction or installation of the swimming pool. In the case of a swimming pool completed prior to the passage of this section, and construction without a fence or other barricade, a suitable fence or other barricade as required by this section shall be constructed within three months of the passage of this section.

(c)Definition of swimming pool. Any body of water, artificially constructed in whole or part, and more than 18 inches in depth at any point below the ground level or area around the pool.

(d)Penalty. The failure of any person to comply with the requirements of this section shall constitute a penal offense and shall subject said person to a fine not to exceed $100.00 for each day's failure to comply with this section.

Secs. 22-395 - 22-414. - Reserved.

THE CITY OF
OXFORD

MEMORANDUM

To:	Board of Aldermen
From:	Mark Levy
CC:	Hollis Green
Date:	May 20, 2025
Re:	Consider contract with William Beckwith for a bronze sculpture at the Morgan Family Park.

In late April, the Board approved the advertisement of a Request-for-Qualification for a figurative bronze statue to be installed at the Morgan Family Park. On May 2nd, the artist submission were blindly reviewed by an artist selection committee.

Upon review of the two submissions, the artist selection committee unanimously voted to recommend William Beckwith as the sculptor for this project.

Public art funds were budgeted for the project in FY 2025. The contract includes the commissioning and installation of a realistic statue of the writer, Larry Brown, who lived on the site of the park and served in the Oxford Fire Department for 16 years.

The project will take one year to completed.

Enclosed is the artist selection scoresheets and the contract.

Staff recommends approval of the contract.

Enclosures (2)

Figurative Bronze Statue Agreement
Artist Selection Scoresheet

FIGURATIVE BRONZE STATUE AGREEMENT

This Agreement by and between the Mayor and Board of Alderman of the City of Oxford, on behalf of its citizens, and William N. Beckwith ("Sculptor")

WITNESSETH

The City of Oxford desires a monument commemorating the author/firefighter, Larry Brown to be erected at 658 North Lamar Boulevard in the Morgan Family Park in Oxford, MS. Sculptor is a well-known sculptor and artist with the capability of preparing and delivering such monument.

The Mayor and Board of Aldermen desires to engage the services of Sculptor to prepare such monument and Sculptor is willing to be so engaged upon the terms and conditions set forth herein below:

The figure in the monument will be modeled from photographs taken of Mr. Brown. The cast bronze, seated figure would be approximately six feet (6') tall if standing.

The monument will be delivered to Oxford, Mississippi approximately one year from the signing of this agreement, with the understanding that the foundry time at Inferno Art Foundry in Atlanta, Georgia is out of the control of the Sculptor. The monument will be installed on-site by the Sculptor.

The City of Oxford shall pay the Sculptor the sum of $75,000.00 for the finished monument in installments as follows:

(1) $25,000.00 shall be paid upon execution of the Agreement;
(2) An additional $25,000.00 shall be paid upon acceptance of the finished Clay model.
(3) And the remaining $25,000.00 shall be paid upon completion, delivery of the monument.

IN WITNESS WHEREOF, the parties have set their hands and seals and caused this agreement to be executed this 13th day of May, 2025.

_____
Robyn Tannehill
Mayor
City of Oxford

Attest:
City Clerk
City of Oxford, Mississippi

William N. Beckwith
William N. Beckwith
Sculptor

Larry Brown Figurative Statue

Artist Qualification Scoresheet

May 2, 2025

Panelist Name	Artist ID	Expertise and Expertise (25)	Artistic Excellence (20)	Strategic Instight (10)	Community Contribution (15)	Cost (30)	Total (100)
Mark Levy	B1	20	15	10	0	30	75
Mark Levy	B2	25	15	10	10	30	90
Kara Giles	B1	20	13	10	0	30	73
Kara Giles	B2	25	20	10	15	30	100
Robyn Tannehill	B1	15	12	10	0	30	67
Robyn Tannehill	B2	25	15	10	15	30	95
Hollis Green	B1	25	15	10	0	30	80
Hollis Green	B2	25	15	10	15	30	95

	Total Score	Average Score
B1: Robert T. Sarach III	295	73.75
B2: William N. Beckwith	380	**95**

Task Order No. 12	
Total Pages: 4	
Date of Task Order: April 29, , 2025	

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 , 2017 is a part of, and is subject to all the terms and conditions of the Agreement unless specifically provided otherwise herein.

1. **Project Name:** Program Development and Support Services

2. **Project Number:** TBD

3. **Project Manager for Client:** Hollis Green

4. **Project Manager for Waggoner:** Tracy Huffman

5. **Method of Compensation:** Lump Sum

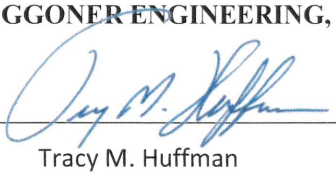
6. **Task Order Allowable Cost:** $65,000

7. **Scope of Work (see additional pages attached):** Provide Program Development and Support services in accordance with attached Scope of Work.

8. **Schedule of Performance:** From Date of Approval through May 1, 2026

9. **Special Provisions:** N/A

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, MISSSISSIPPI	**WAGGONER ENGINEERING, INC.**
	
By: Robyn Tannehill	By: Tracy M. Huffman
Title: Mayor	Title: Sr. Vice President
Date:	Date: 4/29/2025

SCOPE OF WORK

A. Program Development & Support Services

The Strategic Implementation Program/Transportation will require a consistent and on-going assessment of the current conditions and opportunities for implementation. As an associated activity to the detailed transportation plan, the Program will require regular communication between stakeholders and continual adjustment of key strategic elements. he development and support activities as part of this framework development and execution are outlined below.

1. Program Development & Support Tasks

Waggoner will assist the City through the execution of the following tasks, in the development and support of the Strategic Implementation Program/Transportation:

a. Updating, further defining, prioritizing the various strategies of the Program, to include concepts, priorities, budgets, and funding scenarios for program elements identified by the City of Oxford. Waggoner will prepare supporting documentation, to assist in advancing overall program implementation, including narrative concept papers, graphic exhibits and presentation materials.

b. Developing policy and funding requests in advancement of the City's objectives of the Program.

c. Identifying institutional arrangements that will best serve Program objectives.

d. Identifying legislative authority, if needed, to advance elements of the Program.

e. Advancing of the City's Program objectives through supporting information activities directed to elected officials and government agencies as associated with state and federal funding opportunities.

2. Deliverables

Waggoner will develop Program deliverables, in connection with the Program tasks outlined above, as follows:

a. Presenting exhibits, narrative program documents, and correspondence to support the Program initiative.

b. Providing regular updates on Program development and support, including status of ongoing activities and recommended items for action by the City of

Oxford and its stakeholders.

3. Schedule

Waggoner will provide the services described above beginning upon approval of this task order by the City and end May 1, 2026 . Annual renewals may be continued/executed through budget/scope amendments to this task order, as desired by the City.

AMENDMENT #2
TO THE
GENERAL SERVICES AGREEMENT
BETWEEN
CITY OF OXFORD, MISSISIPPI
AND
WAGGONER ENGINEERING, INC.

This Amendment #2 to the **GENERAL SERVICES AGREEMENT** (this "Amendment") is made by and between:

Name:	City of Oxford, Mississippi
Address:	107 Courthouse Square, Oxford, MS 38655
Telephone:	662-232-2306
Representative:	Mr. Hollis Green - COO

(referred to in this Agreement as "Client")

AND

Name:	Waggoner Engineering, Inc.
Address:	2540 Hwy 51S., Hernando, MS 38632
Telephone:	662-429-2100
Representative:	Tracy Huffman, PE

(referred to in this Amendment as "Waggoner")

WHEREAS, the Client and Waggoner Engineering, Inc. entered into a General Services Agreement dated November 2, 2017 (the "Agreement"), and

WHEREAS, the Client and Waggoner Engineering, Inc. approved Amendment #1 to the General Services Agreement on March 16, 2021, and

WHEREAS, the address as indicated in the agreement for Waggoner Engineering Inc. has changed to 2540 Hwy 51S., Hernando, MS 38632, and

WHEREAS, Paragraph 2(c) of the Agreement provides for the following: "Waggoner reserves the right to modify its Hourly Rate Schedule as of January 1 of each year that the Agreement is in effect", and

WHEREAS, Paragraph 13(a) of the Agreement provides for the following: "This Agreement represents the complete agreement between Client and Waggoner with respect to the subject matter hereof and may only be amended, supplemented, modified or cancelled by a duly executed instrument executed by the party sought to the charged", and

THEREFORE, both parties mutually agree as follows:

Amend and Replace – Agreement EXHIBIT C – HOURLY RATE SCHEDULE, with the attached revised edition.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date set forth above.

CITY OF OXFORD, MISSISSIPPI	**WAGGONER ENGINEERING, INC.**
_____	_____
By: Robyn Tannehill	By: Tracy M. Huffman
Title: Mayor	Title: Sr. Vice President
Date: _____	Date: 4/29/2025

Exhibit B
Waggoner Engineering, Inc.
2025 Rates

CATEGORY	2025 RATES
Administrative I	$ 95.00
Administrative II	$ 120.00
Administrative III	$ 135.00
Administrative IV	$ 160.00
Administrative V	$ 225.00
Architect	$ 180.00
Area Manager I	$ 265.00
Area Manager II	$ 285.00
Assistant Project Manager	$ 160.00
Project Manager I	$ 235.00
Project Manager II	$ 250.00
Project Manager III	$ 255.00
Program Manager	$ 265.00
Project Accountant I	$ 115.00
Project Accountant II	$ 140.00
Construction Engineer I	$ 155.00
Construction Engineer II	$ 175.00
Construction Manager	$ 210.00
Construction Rep I	$ 125.00
Construction Rep II	$ 145.00
Construction Rep III	$ 160.00
Technical Manager	$ 215.00
Discipline Manager I	$ 225.00
Discipline Manager II	$ 265.00
Designer I	$ 170.00
Designer II	$ 180.00
Deisgn Engineer	$ 205.00
Engineer Intern I	$ 105.00
Engineer Intern II	$ 125.00
Engineer Intern III	$ 145.00
Engineer/Scientist/Consultant I	$ 150.00
Engineer/Scientist/Consultant II	$ 160.00
Engineer/Scientist/Consultant III	$ 200.00
Engineer/Scientist/Consultant IV	$ 235.00
Engineer/Scientist/Consultant V	$ 255.00
GIS Manager	$ 200.00
GIS Specialist/Analyst I	$ 165.00
GIS Specialist/Analyst II	$ 185.00
GIS Specialist/Analyst III	$ 195.00
Governmental Relations I	$ 220.00
Governmental Relations II	$ 250.00

Exhibit B
Waggoner Engineering, Inc.
2025 Rates

CATEGORY	2025 RATES	
Planner I	$ 160.00	
Planner II	$ 175.00	
Principal I	$ 260.00	
Principal II	$ 285.00	
Principal III	$ 300.00	
System Architect	$ 230.00	
Technical Architect	$ 215.00	
Application Developer	$ 175.00	
Technician I	$ 90.00	
Technician II	$ 110.00	
Technician III	$ 140.00	
Technician IV	$ 155.00	
Technician V	$ 155.00	
Utility Operations Manager I	$ 90.00	
Utility Operations Manager II	$ 125.00	
Utility Operations Manager III	$ 140.00	
Utility Operations Manager IV	$ 175.00	
Survey Manager	$ 175.00	
Survey Supervisor/Prof Land Surveyor	$ 175.00	
Surveyor I	$ 95.00	
Surveyor II	$ 130.00	
Four Man Survey Crew	$ 295.00	
Three Man Survey Crew	$ 255.00	
Two Man Survey Crew	$ 200.00	
One Man Robotic Total Station/GPS Crew	$ 170.00	
CADD/GIS Equipment	$ 50.00	per day
Four Wheeler	$ 300.00	per day
UAV	$ 300.00	per day
Labor		
Flight Time-Pilot	$ 185.00	per hour
Flight Time-Technician	$ 160.00	per hour
Processing & Feature Extraction	$ 160.00	per hour
Data Processing Tokens	$ 500.00	per day
Expenses (est.)	$ 500.00	per day
Mileage - IRS Actual Rate		

Exhibit B
Waggoner Engineering, Inc.
2025 Rates

CATEGORY			2025 RATES
REIMBURSABLE EXPENSES			Actual Expense + 10%
Photocopies:			
Standard Printer			
Black & White	Letter & Legal	$	0.25 per copy
	11x17	$	0.35 per copy
	12x18	$	0.40 per copy
Color		$	1.30 per copy
Plotters*			
Black & White	11x17	$	4.25 per copy
	12x18	$	4.80 per copy
	18x24	$	10.00 per copy
	24x36	$	19.00 per copy
Color	11x17	$	17.00 per copy
	12x18	$	19.00 per copy
	18x24	$	38.00 per copy
	24x36	$	75.00 per copy

Per Diem:
When travel time exceeds one and one-half (1.5) hours per day each way, it shall be classified as an out-of-town project and per diem will be charged at the current GSA per person, excluding areas that have been recently impacted by a natural disaster.

Travel Time:
Time required to travel to and from a project site will be billed at the normal hourly rates.

The stated rates are effective from January 1, 2025, through December 31, 2025. WEI reserves the right to adjust the hourly rates after December 31, 2025.

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

CC: Hollis Green, COO

Date: May 20, 2025

Re: Second Reading of Proposed Changes to the City of Oxford Traffic Calming Policy, As Approved 04/16/2013

The City of Oxford's Traffic Calming Policy (attached) was approved on April 6, 2013. The engineering department would like to propose the following changes to pages 3 and 4 of the policy:

> Page 3, Under "Step 5: Neighborhood Involvement Prior to Stage 2 Device Installation". Remove "Speed Humps" as a possible stage 2 method of traffic calming.
>
> Page 4, Remove the following section:
>
> *Additional criteria will govern the installation of Speed Humps:*
> • *Speed Humps will not be installed on a portion of any street with a grade in excess of eight percent (8%).*
> • *Speed Humps will be available only on residential streets carrying fewer than 1,500 vehicles per day.*

Over the past several years, the use of speed humps (or speed tables) has been studied and several potential negative consequences have been found. These include, but are not limited to, increased wear and tear on vehicles, potential increased fuel consumption and emissions, noise pollution, delayed response times for emergency vehicles, and altered traffic flow patterns. Several more innovative and less intrusive means of traffic calming can be utilized in this day and time. Engineering would like to see the city move toward these options and away from the installation of speed humps and recommends this change to the Board.

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

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

Date: May 20, 2025

Re: First Reading of Proposed Changes to:
Article VII, Section 98-153 (c) / Street Trenching & ROW Management
Article VII, Section 114-385 (2) / Telecommunications Permit

Engineering would like to propose the following language be added to the code of ordinances at **Article VII, Section 98-153 (c)**, **155 (c)** and **Article VII, Section 114-385 (2), 114-387 (f)**:

> *"On projects where directional boring or other trenchless technology will be utilized, the applicant, at their own expense, must submit to the office of the City Engineer record of a video inspection of any sanitary sewer lines, manholes, storm sewer lines and catch basins in the vicinity of the work prior to permit approval."*

As utility and telecommunications companies increase activity within city Right-of-Way, there is a need to hold their contractors and representatives accountable for damages to existing city infrastructure i.e., storm drains, sanitary sewer, etc. This added requirement to the ordinances will give the Engineering Department the ability to identify and have issues mitigated before a project is closed out.

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Ordinance Review Committee

From: John Crawley, PE, City Engineer

Date: April 29, 2025

Re: Changes to: Article VII, Section 98-153 (c) / Street Trenching & ROW Management
Article VII, Section 114-385 (2) / Telecommunications Permit

All,

Engineering would like to propose the following language be added to the code of ordinances at **Article VII, Section 98-153 (c)** and **Article VII, Section 114-385 (2)**:

> *"On projects where directional boring or other trenchless technology will be utilized, the applicant, at their own expense, must submit to the office of the City Engineer record of a video inspection of any sanitary sewer lines, manholes, storm sewer lines and catch basins in the vicinity of the work prior to permit approval."*

And the following language to **Article VII, Section 98-155 (c)** and to **Article VII, Section 114-387 (f):**

> *"On projects where directional boring or other trenchless technology has been utilized, the contractor, at their own expense, must submit to the office of the City Engineer record of a video inspection of any sanitary sewer lines, manholes, storm sewer lines and catch basins in the vicinity of the work prior to work approval."*

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

CC: Hollis Green, COO / Brad Freeman, Director of mTrade Park

Date: May 20, 2025

Re: Request Permission to Widen Access Road into mTrade Park From Highway 314 (Current Service Road Access)

Engineering and mTrade Park request approval to re-allocate approximately **$25,000.00** from the mTrade Park Roundabout Project, which is complete and under budget, to be used for a widening of the existing service road from Highway 314. When the park was originally built, this road was primarily for park deliveries, employee access, etc. As the park has grown, causing traffic into and out of the area to increase, thus there is a need for an additional ingress and egress, especially to the Quads B and C. The existing service road can be easily widened to a width that would accommodate two lanes of traffic and provide relief from congestion at the intersection with Pat Patterson Parkway.

Please see attached for your review.

RE: MTrade Park Shop Road Project Request

Date: May 12th, 2025

In recent years there has been a need to expand the shop road entrance/exit at MTrade Park. When this road was built it was built to barely service a 2-car width. Needless to say, it is very tight for 2 cars when passing. Back in 2008 when the park was built this road designed for park deliveries etc. with limited use.

Over the years this road has seen increased traffic for park guest as it has been utilized to help ease traffic off the main entrance and give guest easier access to the back half of the park. With the “MTrade Park Round About” project recently completed and under budget we would like to take this opportunity to widen the road to a proper width. The cost to do is would be $23,025.

OXFORD
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MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

CC: Hollis Green, COO

Date: May 20, 2025

Re: Request Approval of Final Quantity Change Order No. 1 and Final Payment Application No. 4, Varner Loop / North Lamar Drainage Project

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Engineering requests approval of **Change Order No. 1 and Final** for the above-captioned project. This change order results in a net **decrease** in the contract in the amount of **$3,093.00,** therefore the project total **would lower** from **$304,781.00 to $301,688.00.**

Please see attached for review.

CHANGE ORDER REQUEST

DRAINAGE IMPROVEMENTS PROJECT. N. LAMAR/VARNER LOOP	01
Project Name	**Change Order Number**
N.LAMAR/VARNER LOOP	04/21/2025
Project Address	**Change Order Date**
CITY OF OXFORD	
Owner	

DESCRIPTION OF CHANGES:

FINAL QUANTITIES-OVER/UNDERRUN CONTRACT ITEMS

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
ENCASE SEWER PIPE	1.5	CY	$392.00	$588.00
PAVED DITCH	13.5	CY	$405.00	$5,467.50
CHANGE ORDER OVERRUNS				
HOT MIX ASPHALT, 12.5 MM	38.45	TON	$250.00	$9,612.50
24" HP STORM DRAINAGE PIPE	34	LIN. FT.	$90.00	$3,060.00
22"X13" RCAP	3	LIN. FT.	$300.00	$900.00
MINOR STRUCTURES CONCRETE (ADDITIONAL CONCRETE FOR INVERTS, CONFLICT BOX & DRIVEWAY)	11.84	CY	$1,200.00	$14,208.00
REINFORCING STEEL, MINOR STRUCTURES	39	LBS	$6.00	$234.00
CASTING & GRATES FOR STORMWATER INLETS	1032	LBS	$6.00	$6,192.00
SOLID SOD	140	SQ.YD	$8.00	$1,120.00
CHANGE ORDER UNDERRUNS				
EXCESS EXCAVATION,LVM	-894	CY	$34.00	$(30,396.00)
SELECT BORROW EXCAVATION,LVM	-125	CY	$30.00	$(3,750.00)
CRUSHED STONE, 610 OR 3/4" & DOWN	-14.76	TON	$75.00	$(1,107.00)
18" HP STORM DRAINAGE PIPE	-21	LIN FT	$83.00	$(1,743.00)
TEMPORARY SILT FENCE	-397	LIN. FT.	$7.00	$(2,779.00)
8" DUCTILE IRON SEWER MAIN, CONFLICT BOXES	-16	LIN.FT	$200.00	$(3,200.00)
CONCRETE INLET REMOVAL, ALL SIZES	-1	EA	$1,500.00	$(1,500.00)

PRICE. These changes (select one):

☐ raise ☒ lower the price of the contract to $301,688.00

☐ do not affect the price of the contract.

PROJECT DURATION. These changes (select one):

☒ extend ☐ shorten the duration of the project by days.

☒ do not affect the duration of the project.

Owner Signature	**Contractor Signature**
	Kiara Ayala 04/21/2025
Printed Name **Date**	**Printed Name** **Date**

Pay Application Form - Page 1

TO (PAYER):

CITY OF OXFORD
107 COURTHOUSE SQUARE
OXFORD, MS 38655

PROJECT:

NORTH LAMAR VARNER LOOP
DRAINAGE IMPROVEMENTS

APPLICATION NO: 04

PERIOD TO: 05/08/2025

FROM (PAYEE):

DELGADO GENERAL CORPORATION
6874 GREEN CREST DR.
MEMPHIS TN 38133

PROJECT NO.: ENG1Q24-D1

CONTRACT DATE: 01/13/2025

PAYEE APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM		$ 304,781.00
2. Net change by Change Orders		$ (3093.00)
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	$ 301,688.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 301,688.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$	
b. _____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 301,688.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 247,290.70
8. CURRENT PAYMENT DUE		$ 54,397.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	0

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Payer		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

CERTIFICATE OF THE PAYEE:

The undersigned certifies that to the best of the PAYEE's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the above mentioned, and that current payment shown herein is now due.

PAYEE: DELGADO GENERAL CORPORATION
6874 GREEN CREST DR.
MEMPHIS TN 38133

By: _____ Date: 5/9/25

State of: Tennessee County of: Shelby
Subscribed and sworn to before me this 9th day of May
Notary Public: Candice McAbee
My Commission expires: 09/09/2028

CANDICE MCABEE
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY

Delgado General Corp.

Schedule of Values

Date: 5/09/2025
No: 04
Project: PROPOSED DRAINAGE IMPROVEMENTS NORTH LAMAR BLVD/VARNER LOOP
Project No. ENG1Q24-D1
PO NO.

Description	QTY	UNIT	Unit Price	Total Cost	Total Previous Quantity	Total Previous Amount	Current Quantity	Current Amount	Total Quantity to Date	Total Completed to Date	Retainage (5%)	Balance
REMOVAL OF EXISTING ASPHALT PAVEMENT, ALL DEPTS, SAWCUTTING	486	SY	$ 28.00	$ 13,608.00	486	$ 13,608.00		$ -	486.00	$ 13,608.00	$ 680.40	$ 680.40
EXCESS EXCAVATION,LVM	1324	CY	$ 34.00	$ 45,016.00	430	$ 14,620.00		$ -	430.00	$ 14,620.00	$ 731.00	$ 31,127.00
SELECT BORROW EXCAVATION,LVM	1374	CY	$ 30.00	$ 41,220.00	1249	$ 37,470.00		$ -	1249.00	$ 37,470.00	$ 1,873.50	$ 5,623.50
CRUSHED STONE, 610 OR 3/4" & DOWN	247	TON	$ 75.00	$ 18,525.00	232.24	$ 17,418.00		$ -	232.24	$ 17,418.00	$ 870.90	$ 1,977.90
HOT MIX ASPHALT, 12.5 MM	80	TON	$ 250.00	$ 20,000.00	80	$ 20,000.00		$ -	80.00	$ 20,000.00	$ 1,000.00	$ 1,000.00
18" HP STORM DRAINAGE PIPE	320	LIN FT	$ 83.00	$ 26,560.00	299	$ 24,817.00		$ -	299.00	$ 24,817.00	$ 1,240.85	$ 2,983.85
24" HP STORM DRAINAGE PIPE	432	LIN. FT.	$ 90.00	$ 38,880.00	432	$ 38,880.00		$ -	432.00	$ 38,880.00	$ 1,944.00	$ 1,944.00
22"X13" RCAP	20	LIN. FT.	$ 300.00	$ 6,000.00	20	$ 6,000.00		$ -	20.00	$ 6,000.00	$ 300.00	$ 300.00
MINOR STRUCTURES CONCRETE	14.7	CY	$ 1,200.00	$ 17,640.00	14.7	$ 17,640.00		$ -	14.70	$ 17,640.00	$ 882.00	$ 882.00
REINFORCING STEEL, MINOR STRUCTURES	1441	LBS	$ 6.00	$ 8,646.00	1441	$ 8,646.00		$ -	1441.00	$ 8,646.00	$ 432.30	$ 432.30
CASTING & GRATES FOR STORMWATER INLETS	2456	LBS	$ 6.00	$ 14,736.00	2456	$ 14,736.00		$ -	2456.00	$ 14,736.00	$ 736.80	$ 736.80
TEMPORARY SILT FENCE	800	LIN. FT.	$ 7.00	$ 5,600.00	403	$ 2,821.00		$ -	403.00	$ 2,821.00	$ 141.05	$ 2,920.05
12" WATTLES	250	LIN. FT.	$ 31.00	$ 7,750.00	250	$ 7,750.00		$ -	250.00	$ 7,750.00	$ 387.50	$ 387.50
SOLID SOD	300	SQ.YD	$ 8.00	$ 2,400.00	300	$ 2,400.00		$ -	300.00	$ 2,400.00	$ 120.00	$ 120.00
8" DUCTILE IRON SEWER MAIN, CONFLICT BOXES	16	LIN.FT	$ 200.00	$ 3,200.00		$ -		$ -	0.00	$ -	$ -	$ 3,200.00
CONCRETE PIPE REMOVAL, ALL SIZES	25	LIN.FT	$ 120.00	$ 3,000.00	25	$ 3,000.00		$ -	25.00	$ 3,000.00	$ 150.00	$ 150.00
CONCRETE MANHOLE REMOVAL, ALL SIZES	10	VERT.FT	$ 300.00	$ 3,000.00	10	$ 3,000.00		$ -	10.00	$ 3,000.00	$ 150.00	$ 150.00
CONCRETE INLET REMOVAL, ALL SIZES	2	EA	$ 1,500.00	$ 3,000.00	1	$ 1,500.00		$ -	1.00	$ 1,500.00	$ 75.00	$ 1,575.00
MAINTENANCE OF TRAFFIC	1	LS	$ 6,000.00	$ 6,000.00	1	$ 6,000.00		$ -	1.00	$ 6,000.00	$ 300.00	$ 300.00
MOBILIZATION	1	LS	$ 20,000.00	$ 20,000.00	1	$ 20,000.00		$ -	1.00	$ 20,000.00	$ 1,000.00	$ 1,000.00
				$ -		$ -		$ -	0.00	$ -	$ -	$ -
CHANGE ORDER 01				$ -		$ -		$ -	0.00	$ -	$ -	$ -
ENCASE SEWER PIPE	1.5	CY	$ 392.00	$ 588.00		$ -	1.5	$ 588.00	1.50	$ 588.00	$ 29.40	$ 29.40
PAVED DITCH	13.5	CY	$ 405.00	$ 5,467.50		$ -	13.5	$ 5,467.50	13.50	$ 5,467.50	$ 273.38	$ 273.38
CHANGE ORDER OVERRUNS				$ -		$ -		$ -	0.00	$ -	$ -	$ -
HOT MIX ASPHALT, 12.5 MM	38.45	TON	$ 250.00	$ 9,612.50		$ -	38.45	$ 9,612.50	38.45	$ 9,612.50	$ 480.63	$ 480.63
24" HP STORM DRAINAGE PIPE	34	LIN. FT.	$ 90.00	$ 3,060.00		$ -	34	$ 3,060.00	34.00	$ 3,060.00	$ 153.00	$ 153.00
22"X13" RCAP	3	LIN. FT.	$ 300.00	$ 900.00		$ -	3	$ 900.00	3.00	$ 900.00	$ 45.00	$ 45.00
MINOR STRUCTURES CONCRETE (ADDITIONAL CONCRETE FOR INVERTS, CONFLICT BOX & DRIVEWAY)	11.84	CY	$ 1,200.00	$ 14,208.00		$ -	11.84	$ 14,208.00	11.84	$ 14,208.00	$ 710.40	$ 710.40
REINFORCING STEEL, MINOR STRUCTURES	39	LBS	$ 6.00	$ 234.00		$ -	39	$ 234.00	39.00	$ 234.00	$ 11.70	$ 11.70
CASTING & GRATES FOR STORMWATER INLETS	1032	LBS	$ 6.00	$ 6,192.00		$ -	1032	$ 6,192.00	1032.00	$ 6,192.00	$ 309.60	$ 309.60
SOLID SOD	140	SQ.YD	$ 8.00	$ 1,120.00		$ -	140	$ 1,120.00	140.00	$ 1,120.00	$ 56.00	$ 56.00
				$ -		$ -		$ -	0.00	$ -	$ -	$ -
CHANGE ORDER UNDERRUNS				$ -		$ -		$ -	0.00	$ -	$ -	$ -
EXCESS EXCAVATION,LVM	-894	CY	$ 34.00	$ (30,396.00)		$ -		$ -	0.00	$ -	$ -	$ (30,396.00)
SELECT BORROW EXCAVATION,LVM	-125	CY	$ 30.00	$ (3,750.00)		$ -		$ -	0.00	$ -	$ -	$ (3,750.00)
CRUSHED STONE, 610 OR 3/4" & DOWN	-14.76	TON	$ 75.00	$ (1,107.00)		$ -		$ -	0.00	$ -	$ -	$ (1,107.00)
18" HP STORM DRAINAGE PIPE	-21	LIN FT	$ 83.00	$ (1,743.00)		$ -		$ -	0.00	$ -	$ -	$ (1,743.00)
TEMPORARY SILT FENCE	-397	LIN. FT.	$ 7.00	$ (2,779.00)		$ -		$ -	0.00	$ -	$ -	$ (2,779.00)
8" DUCTILE IRON SEWER MAIN, CONFLICT BOXES	-16	LIN.FT	$ 200.00	$ (3,200.00)		$ -		$ -	0.00	$ -	$ -	$ (3,200.00)
CONCRETE INLET REMOVAL, ALL SIZES	-1	EA	$ 1,500.00	$ (1,500.00)		$ -		$ -	0.00	$ -	$ -	$ (1,500.00)
TOTALS				$ 301,688.00		$ 260,306.00		$ 41,382.00		$ 301,688.00	$ 15,084.40	$ 15,084.40

COMPLETED TO DATE	$ 301,688.00
RETAINAGE	
TOTAL PREVIOUS PAY	$ 247,290.70
TOTAL DUE THIS PAY REQUEST INCL RETAINAGE	$ 54,397.30
TOTAL BALANCE REMAINING INCL RET	

Delgado General Corp.

6874 Green Crest Dr.
Memphis TN 38133

Phone # 901-308-0786 adelgadogc@gmail.com
www.delgadogeneral.com

Invoice

Date	Invoice #
5/8/2025	562

Bill To

CITY OF OXFORD
107 COURTHOUSE SQ.
OXFORD, MS 38655

Terms	Project
Net 15	N.LAMAR VARNER LOOP ...

Description	Quantity	Price Each	Amount
ENCASE SEWER PIPE	1.5	392.00	588.00
PAVED DITCH	13.5	405.00	5,467.50
HOT MIX ASPHALT 12.5	38.45	250.00	9,612.50
24" HP STORM	34	90.00	3,060.00
22X13 RCAP	3	300.00	900.00
MINOR STRUCTURE CONCRETE(ADDITIONAL CONCRETE FOR INVERTS, CONFLICT BOX AND DRIVEWAY)	11.84	1,200.00	14,208.00
REINFORCING STEEL, MINOR STRUCTURES	39	6.00	234.00
CASTING & GRATES FOR STORMWATER INLETS	1,032	6.00	6,192.00
SOLID SOD	140	8.00	1,120.00

Total $41,382.00

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

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

Date: May 20, 2025

Re: Request Approval of Change Order No. 2,
North Lamar Sewer Improvements Project

Engineering requests approval of Change Order No. 2 for the above-captioned project.

The change order results in a net **increase** in the contract amount of **$62,781.40** from **$1,742,268.31.00** to **$1,869,477.53**.

The change order request is due to the poor soil conditions encountered along Ryland Way and Hurricane Lane, which required the contractor to excavate and remove more of the roadway width than originally intended. A plan has been established to provide a complete overlay of the entire roadway width for both Ryland Way and Hurricane Lane at a cost that would be significantly cheaper than the city performing a routine overlay of these roadways after the project is complete.

Please see attached for review.

CHANGE ORDER NO.: 2

Owner:	City of Oxford	Owner's Project No.:	
Engineer:	Precision Engineering Corporation	Engineer's Project No.:	21097
Contractor:	Axis Site Work, LLC	Contractor's Project No.:	
Project:	North Lamar (CR 101) Sewer Project 246-2-SW-5.5		
Contract Name:	North Lamar (CR 101) Sewer Project 246-2-SW-5.5		
Date Issued:	5-14-2025	Effective Date of Change Order:	5-20-2025

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

Description:

See the attached Change Order #2 Narrative Letter.

Attachments:

Change Order Summary #2

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ 1,742,268.31	Original Contract Times: Substantial Completion: 210 Calendar Days Ready for final payment: 230 Calendar Days
Increase from previously approved Change Order No. 1: $ 64,427.82	**No Change** from previously approved Change Orders No.0 to No. 1: Substantial Completion: 0 Ready for final payment: 0
Contract Price prior to this Change Order: $ 1,806,696.13	Contract Times prior to this Change Order: Substantial Completion: 210 Calendar Days Ready for final payment: 230 Calendar Days
Increase this Change Order: $ 62,781.40	**No Change** in this Change Order: Substantial Completion: 0 Ready for final payment: 0
Contract Price incorporating this Change Order: $ 1,869,477.53	Contract Times with all approved Change Orders: Substantial Completion: 210 Calendar Days Ready for final payment: 230 Calendar Days

Recommended by Engineer (if required)	Authorized by Owner
By: Jonny Wilson	
Title: Staff Engineer	
Date: 5-14-2025	

Authorized by Owner	Approved by Funding Agency (if applicable)
By:	
Title:	
Date:	

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276 County Road 101
Oxford, MS 38655
oxford@pecorpms.com

PRECISION ENGINEERING CORPORATION

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

PROJECT NAME: NORTH LAMAR (CR 101) SEWER PROJECT 246-2-SW-5.5

PROJECT NO.: 21097 - CHANGE ORDER SUMMARY #2 ***DATE: 5-14-25***

BASE BID

ITEM NO.	DESCRIPTION	UNIT	C.O. #2 QUANTITY	UNIT PRICE	NET INCREASE TO CONTRACT	NET DECREASE TO CONTRACT
A. EXCAVATION						
1	CLEARING & GRUBBING	LS	0.0	$ 6,500.00	$ -	$ -
2	SELECT BACKFILL (MISC. LOCATIONS)	CY (LVM)	0.0	$ 26.00	$ -	$ -
3	BEDDING MATERAL	CY	0.0	$ 72.22	$ -	$ -
4	TRENCH SAFETY (>5 FT DEPTH)	LS	0.0	$ 52,000.00	$ -	$ -
SUB - TOTAL EXCAVATION					**$ -**	**$ -**
B. SANITARY SEWER SYSTEM						
5	6" SDR-26 PVC PIPE (OPEN CUT) (SERVICE)	LF	0.0	$ 28.44	$ -	$ -
6	8" SDR-26 PVC PIPE (OPEN CUT) (0' - 6')	LF	0.0	$ 42.17	$ -	$ -
7	8" SDR-26 PVC PIPE (OPEN CUT) (6' - 10')	LF	0.0	$ 48.67	$ -	$ -
8	8" SDR-26 PVC PIPE (OPEN CUT) (10' - 14')	LF	0.0	$ 61.67	$ -	$ -
9	8" SDR-26 PVC PIPE (OPEN CUT) (14' - 16')	LF	0.0	$ 94.17	$ -	$ -
10	10" SDR-26 PVC PIPE (OPEN CUT) (0' - 6')	LF	0.0	$ 57.69	$ -	$ -
11	10" SDR-26 PVC PIPE (OPEN CUT) (6' - 10')	LF	0.0	$ 70.69	$ -	$ -
12	4" SDR-21 CL 200 PVC FORCE MAIN (OPEN CUT)	LF	0.0	$ 12.05	$ -	$ -
12.1	4" - 6" SDR-21 UPGRADE IN DIAMETER	LF	0.0	$ 7.00	$ -	$ -
13	6" DR-17 HDPE (FUSED JOINT PIPE) (UNCASED BORE)	LF	0.0	$ 227.50	$ -	$ -
14	DUCTILE IRON MECHANICAL JOINT FITTINGS	LBS	0.0	$ 15.41	$ -	$ -
15	PROPOSED 48" DIA. SEWER MANHOLE (0' - 6')	EA	0.0	$ 4,500.00	$ -	$ -
16	PROPOSED 48" DIA. SEWER MANHOLE (>6')	VF	0.0	$ 325.00	$ -	$ -
17	TIE TO EXISTING SEWER MANHOLE	EA	0.0	$ 16.25	$ -	$ -
18	6" SEWER CLEANOUT	EA	0.0	$ 409.50	$ -	$ -
19	NORTH LAMAR LIFT STATION (250 GPM)	LS	0.0	$ 169,000.00	$ -	$ -
20	COATED COPPER TRACER WIRE (GREEN)	LF	0.0	$ 0.26	$ -	$ -
21	VIDEO INSPECTION	LS	0.0	$ 13,000.00	$ -	$ -
SUB - TOTAL SANITARY SEWER SYSTEM					**$ -**	**$ -**

ITEM NO.	DESCRIPTION	UNIT	C.O. #2 QUANTITY	UNIT PRICE	NET INCREASE TO CONTRACT	NET DECREASE TO CONTRACT
C. STORM SEWER SYSTEM						
22	15" HDPE N12 STORM DRAIN REPLACEMENT	LF	0.0	$ 32.50	$ -	$ -
23	18" HDPE N12 STORM DRAIN REPLACEMENT	LF	0.0	$ 45.50	$ -	$ -
24	24" HDPE N12 STORM DRAIN REPLACEMENT	LF	0.0	$ 58.50	$ -	$ -
SUB - TOTAL STORM SEWER SYSTEM					**$ -**	**$ -**
D. STREET PAVING						
25	PAVEMENT REMOVAL (ASPHALT)	SY	0.0	$ 10.40	$ -	$ -
26	PAVEMENT REPLACEMENT (3.5" ASPHALT)	SY	(3,900.0)	$ 28.60	$ -	$ (111,540.00)
26A	PAVEMENT REPLACEMENT (0.5" ASPHALT LEVELING COURSE)	TONS	268.6	$ 129.80	$ 34,864.28	
26B	PAVEMENT REPLACEMENT (2.0" OVERLAY)	TONS	1,074.4	$ 129.80	$ 139,457.12	$ -
27	PAVEMENT REMOVAL (CONCRETE)	SY	0.0	$ 26.00	$ -	$ -
28	PAVEMENT REPLACEMENT (4" CONCRETE)	SY	0.0	$ 52.00	$ -	$ -
29	CRUSHED LIMESTONE	TONS	0.0	$ 61.10	$ -	$ -
30	CLAY GRAVEL	SY	0.0	$ 5.20	$ -	$ -
SUB - TOTAL STREET PAVING					**$ 174,321.40**	**$ (111,540.00)**
E. MISCELLANEOUS ITEMS						
31	EROSION AND SEDIMENTATION CONTROL	LS	0.0	$ 10,000.00	$ -	$ -
32	TRAFFIC CONTROL	LS	0.0	$ 32,500.00	$ -	$ -
33	SEED & MULCH	ACRE	0.0	$ 3,250.00	$ -	$ -
34	BERMUDA SOD	SY	0.0	$ 6.50	$ -	$ -
35	MOBILIZATION	LS	0.0	$ 39,000.00	$ -	$ -
36	LATENT SITE CONDITIONS - REMOVAL & REPLACEMENT OF UNACCEPTABLE MATERI	CY	0.0	$ 26.00	$ -	$ -
SUB - TOTAL MISCELLANEOUS ITEMS					**$ -**	**$ -**

SUMMARY		
A. EXCAVATION	$ -	$ -
B. SANITARY SEWER SYSTEM	$ -	$ -
C. STORM SEWER SYSTEM	$ -	$ -
D. STREET PAVING	$ 174,321.40	$ (111,540.00)
E. MISCELLANEOUS ITEMS	$ -	$ -
TOTAL:	**$ 174,321.40**	**$ (111,540.00)**
TOTAL ADJUSTMENT:	**$ 62,781.40**	

ORIGINAL CONTRACT TOTAL:	**$ 1,742,268.31**
NET CHANGE BY PREVIOUS CHANGE ORDERS:	**$ 64,427.82**
NEW CONTRACT TOTAL:	**$ 1,869,477.53**

Geotechnical Engineering
Hydraulic Engineering
Civil Engineering
Surveying

276 County Road 101
Oxford, MS 38655
oxford@pecorpms.com

PRECISION ENGINEERING CORPORATION
EST. 1976

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

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

May 14, 2025

Mr. John Crawley, P.E.
City Engineer
City of Oxford
107 Courthouse Square
Oxford, MS 38655

RE: Change Order No. 2
North Lamar (CR 101) Sewer Project 246-2-SW-5.5

Dear John,

Attached is a copy of Change Order No. 2. This Change Order is requesting an additional **$62,781.40** be added to the Contract Sum. The new Contract Sum is now at **$1,869,477.53**. The changes represented by Change Order No. 2 are due to poor soils encountered during installation of the mains resulting in damage and removal of the existing asphalt beyond what was initially intended. Attempting to patch the remaining trenches would leave a poor finish that will likely require routine city maintenance. As a result, the pavement replacement strategy was modified for Hurricane Rd and Ryland Way to provide a full width asphalt overlay. A per-ton price was established with the contractor that is very competitive in the market, and this change will result in a betterment for the community and, specifically for residents and commercial users along these roadways.

Please do not hesitate to call if you have questions or concerns in this regard.

Sincerely,

Paul Koshenina, P.E.
Project Engineer

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

Change Order 2

4.23.25

Explanation:
The changes represented by Change Order No. 2 are due to poor soils encountered during installation of the mains resulting in damage and removal of the existing asphalt beyond what was initially intended. Attempting to patch the remaining trenches would leave a poor finish that will likely require routine city maintenance. As a result, the pavement replacement strategy was modified for Hurricane Road and Ryland Way to provide a full width asphalt overlay. A per-ton price was established with the contractor that is very competitive in the market, and this change will result in a betterment for the community and, specifically for the residents and commercial users along these roadways.

Items Added:

Asphalt Leveling Course – Anticipated Tons – 268.6 TN x $129.80 = $34,864.28

2” Asphalt Overlay – Anticipated Tons – 1,074.4 TN x $129.80 = $139,457.12

*Final quantities to be based on actual tonnage installed

Grant Gooch
Axis Site Work
31 Highway 328 Oxford, MS 38655
O: 662-471-4238
C: 662-308-7307
COR# - 25966-MC

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

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

Date: May 20, 2025

Re: Request Approval of Change Order No. 5,
SR 7 Water Improvements Project, Phase IIB

Engineering requests approval of Change Order No. 5 for the above-captioned project. The change order results in a net **decrease** in the contract amount of **$4,980.00** from the current contract price of **$5,880,069.50 to $5,875,089.50.**

This change order is a result of reduced bore lengths along the project at County Roads 460 and County Road 4058.

See attached for review.

CHANGE ORDER NO.: 5

Owner:	City of Oxford	Owner's Project No.:	None
Engineer:	Daniels & Associates, Inc.	Engineer's Project No.:	None
Contractor:	Argo Construction	Contractor's Project No.:	
Project:			
Contract Name:	SR 7 Water & Sewer Relocations II B		
Date Issued:	April 28, 2025	Effective Date of Change Order:	May 20, 2025

The Contract is modified as follows upon execution of this Change Order: *Modify contract quantities and amount related to potable water items.*

Description: *See attached sheet CO-5.*

Attachments: *Sheet CO-5 recapping item quantities added and deleted.*

Change in Contract Price	Change in Contract Times
Original Contract Price: $ 5,986,963.50	Original Contract Times: Substantial Completion: 260 days (06/02/2025) Ready for final payment: 270 days (06/12/2025)
~~[Increase]~~ [Decrease] from previously approved Change Orders No. 1 to No. 4: $ (106,894.00)	~~[Increase]~~ ~~[Decrease]~~ from previously approved Change Orders No. 1 to No. 4: Substantial Completion: 3 days Ready for final payment: 3 days
Contract Price prior to this Change Order: $ 5,880,069.50	Contract Times prior to this Change Order: Substantial Completion: 263 days (06/05/2025) Ready for final payment: 273 days (06/15/2025)
~~[Increase]~~ [Decrease] this Change Order: $ (4,980.00)	~~[Increase]~~ ~~[Decrease]~~ this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: $ 5,875,089.50	Contract Times with all approved Change Orders: Substantial Completion: 263 days (06/05/2025) Ready for final payment: 273 days (06/15/2025)

Recommended by Engineer (if required)	Accepted by Contractor
By: David Daniels	
Title: David Daniels, PE	~~Stephen Bing~~, President
Date: 4-28-2025	4-28-2025
Authorized by Owner	Approved by Funding Agency (if applicable)
By:	
Title: John Crawley, City Engineer	*Not Applicable*
Date:	

EJCDC® C-941, Change Order EJCDC® C-941, Change Order, Rev.1.
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CITY OF OXFORD
SR 7 WATER & SEWER RELOCATIONS PHASE II B
CHANGE ORDER NO. 5
ARGO CONSTRUCTION CORPORATION
APRIL 28, 2025

POTABLE WATER ITEMS

Additions

Item No.	Item	Quantity	Unit	Unit Price	Amount
16	14" HDPE DIPS, DR 11, Directional Bore (2 Sites)	160.0	L.F.	$280.00	$44,800.00
101*	12" Drive Bore, No Casing (1 Site)	15.0	L.F.	145.00	2,175.00
102*	12" Joint Restraint Gaskets	12.0	Each	300.00	3,600.00
	Subtotal - Additions				$50,575.00

Deletions

Item No.	Item	Quantity	Unit	Unit Price	Amount
3	12" Ductile Iron Pipe, CL. 350	160.0	L.F.	$73.00	$11,680.00
20	18" Steel Casing, Bored (3 Sites)	75.0	L.F.	585.00	43,875.00
	Subtotal - Deletions				$55,555.00

Summary

1.	Total Additions	$50,575.00
2.	Total Deletions	(55,555.00)
	NET DELETION CHANGE ORDER NO. 5	($4,980.00)

Notes:

Additions

Item no. 16: Added an 80' bore south of CR 4058 shown on plan sheet 8 and added an 80' bore under CR 460 shown on plan sheet 13.

New Item no. 101: Added a 12" drive bore under CR 460 shown on plan sheet 13.*

New Item no. 102: Added three 12" joint restraint gaskets on each side of 14" directional bores.*

Deletions

Item no. 3: Results from adding item no. 16 just south of CR 4058 on sheet 8 and under CR 460 shown on plan sheet 13.

Item no. 20: Results from changing type of bore under CR 460 shown on sheet 13.

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

CC: Hollis Green, COO

Date: May 20, 2025

Re: Request Acceptance of Reverse Auction Bid,
Dump Truck (14 Yards) with Snow Plow Attachment

Engineering requests approval of the reverse auction bid of Tag Truck Center for the purchase of a new 14 cubic yard dump truck with snow plow attachment for the Street Department. The bid amount is **$169,100.00,** and is **included in the Street Department 2024-2025 fiscal year budget**.

Please see attached for review.

City of Oxford

14 Yard Dump Truck with Snow Plow
Reverse Auction Bid Tabulation

Reverse Auction Start Date/Time	May 2, 2025 at 10:00 AM CST
Reverse Auction End Date/ Time	May 2, 2025 at 10:30 AM CST

Bid Summary	
Tag Truck Center	
Bid Amount	**Delivery Time**
$169,100.00	Feb/March 2026

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

CC: Hollis Green, COO / Micah Quinn, Director, Oxford Conference Center

Date: May 20, 2025

Re: Request Permission for Mayor to Execute Contract Documents, Oxford Conference Center Re-Roof Project

At the regular meeting of the Board of Aldermen on March 4, 2025, the low bid of Independent Roofing Systems of Pearl, MS was accepted for the above-captioned project. Engineering requests the mayor be given approval to execute the contract documents that have been received from the contractor so work may begin as soon as possible.

THE CITY OF
OXFORD

AGENDA

City of Oxford

Board of Aldermen

Special Meeting

May 21, 2025 at 02:00 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.

   Pursuant to Section 21-3-21, Mississippi Code of 1972 Annotated, I, Robyn Tannehill, Mayor of The City of Oxford, Mississippi, do hereby call the Mayor and Board of Aldermen of Oxford, MS, to a **SPECIAL MEETING** to be held on **Wednesday, May 21, 2025 at 2:00pm** for the transaction of important business. The meeting will be held in the 2nd Floor Courtroom of City Hall. The business to be acted upon at the Special Meeting is the consideration of the following:

   1.a. Call to Order.

   1.b. Adopt the agenda for the meeting.

2. New Business

   2.a. Request permission to close a section of Martin Luther King, Jr. Blvd. to allow for the removal of a fallen tree.

3. Closing the meeting.

   3.a. Consider an executive session.

   3.b. Adjourn.

Robyn Tannehill

ROBYN TANNEHILL, MAYOR

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Ward I, Rick Addy, of the foregoing meeting on 5/21/2025 at 10:48 a.m./p.m.

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Ward II, Mark Huelse, of the foregoing meeting on 5/21/2025 at 10:48 a.m./p.m.

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Ward III, Brian Hyneman, of the foregoing meeting on 5/21/2025 at 10:48 a.m./p.m.

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Ward IV, Kesha Howell-Atkinson, of the foregoing meeting on 5/21/2025 at 10:48 a.m./p.m.

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Ward V, Preston Taylor, of the foregoing meeting on 5/21/2025 at 10:48 a.m./p.m.

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman Ward VI, Jason Bailey, of the foregoing meeting on 5/21/2025 at 10:48 a.m./p.m.

I, City Clerk of the City of Oxford, Mississippi, or a Deputy Clerk, do hereby certify that I have notified Alderman At-Large Mary Martha Crowe of the foregoing meeting on 5/21/2025 at 10:48 a.m./p.m.

THE CITY OF
OXFORD

MINUTES

City of Oxford

Board of Aldermen

Special Meeting

May 21, 2025 at 02:00 PM

City Hall Courtroom

1. Opening the meeting.

1.a. Call to Order.

The Special Meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi, was called to order by Mayor Tannehill at 2:00pm on Wednesday, May 21, 2025 in the courtroom of Oxford City Hall when and where the following were present:

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

Pope Mallette, City Attorney-absent
Paul Watkins, City Attorney-absent
Ashley Atkinson, City Clerk
Hollis Green, Chief Operating Officer
Braxton Tullos, HR Director
John Crawley, City Engineer
Shane Fortner, Emergency Management Director

1.b. Adopt the agenda for the meeting.

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

2. New Business

2.a. Request permission to close a section of Martin Luther King, Jr. Blvd. to allow for the removal of a fallen tree.

Agenda Attachments
1. Tree Removal and Lane Closure MEMO.pdf

It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to close a section of Martin Luther King, Jr. Blvd. to allow for the removal of a fallen tree, based on the quotes received. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

3. Closing the meeting.

3.a. Consider an executive session.

No action was taken on this item.

3.b. Adjourn.

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

Robyn Tannehill

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk

CORPORATION OF OXFORD, MISSISSIPPI

THE CITY OF
OXFORD

AGENDA

City of Oxford

Board of Aldermen

Special Meeting

May 21, 2025 at 02:00 PM

City Hall Courtroom

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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.

2. New Business
    2.a. Request permission to close a section of Martin Luther King, Jr. Blvd. to allow for the removal of a fallen tree.

    Attachments
    1. Tree Removal and Lane Closure MEMO.pdf

3. Closing the meeting.
    3.a. Consider an executive session.
    3.b. Adjourn.

OXFORD
EMERGENCY
MANAGEMENT

MEMORANDUM

To: Robyn Tannehill, Mayor

CC: Board of Aldermen

From: Shane Fortner, Director

Date: May 21, 2025

Subject: Tree Removal with Lane Closure

I request permission to hire Warren Lawn and Tree Service LLC for a fee not to exceed $22,000 to remove a tree from the City of Oxford right-of-way at 510 Martin Luther King Jr. Drive.

One lane on MLK Jr. Drive between Jefferson Ave and Washington Ave will need to be closed for the removal. The requested closure times are as follows.

Thursday, May 22: 1:00 PM – 5:00 PM

Friday, May 23: 8:00 AM – 5:00 PM

Monday, May 24: 8:00 AM – 5:00 PM

Tuesday, May 25: 8:00 AM – 5:00 PM (if needed)

399 MCELROY DRIVE, OXFORD, MS 38655
T 662-224-4654
E OXFORDEMA@OXFORDMS.NET

Complete Tree Services

Plant Health Care

Landscaping

Estimate

Hardscaping

Water Features

Leaf Collection

Sod Installation

Drainage

Custom Furniture

Dimensional Hardwood Lumber

Gutter/Roof Cleaning

Ivy Removal

Lot Clearing

Custom Ornamental Iron

WOODLAND SM TREE SERVICE

ACCREDITED TREE CARE INDUSTRY ASSOCIATION ETHICS QUALITY CONFIDENCE

WOODLAND TREE SERVICE℠

Member:
Better Business Bureau
Memphis Area Home Builders Association
Tennessee Urban Forestry Council International
Society of Arboriculture
Tree Care Industry Association

Pesticide Charter TN #4449, MS #172001

To: City of Oxford Attn: Mike Grant	**From: Terran S. Arwood (901) 652-4711** **ISA Certified Arborist # SO-5378A**
Phone: 662-310-3294	**Email: mgrant@oxfordms.net**
Site: 510 Martin Luther King Jr Dr. **Oxford, MS 38655**	**Date: 5/20/2025 KG8**

CONTRACT INSTRUCTIONS

- **Please indicate the specific options and line items that you are approving by checking the corresponding box below,** and **write the total combined price** in the TOTAL COST column.
- **Sign and return a copy** to our office via fax or email and be sure to initial all pages of the proposal. Upon receipt of signed contract, the office will contact you with a phone call or email to advise you of the scheduled work date and obtain credit card information for the work to be completed.
- Unless prearranged payment terms have been agreed upon, we **do require a valid credit card on file before work can begin on your property.** Upon satisfactory completion of your project, we will process your credit card for all contracted services rendered. For your records a credit card receipt will be provided along with a detailed invoice.

Work Description

- *All pruning and plant healthcare techniques follow ANSI A300 practice standards*

Notes: skid steer, traffic cones, stump grinder

The N bound lane will be blocked during the removal (estimated 3 days).

Work is to be expedited once the signed contract Is returned, weekend and weather permitted.

	50” uprooted Red Oak on the W property line at the street that has fallen partially onto the front of roofline with limbs extending past the property line to the S → due to powerlines on the W aspect of tree the crane cannot be used. → remove tree manually. Cut the trunk as close to rootball as possible leaving the rootball to fall back to street level. *Woodland Tree Service cannot be held responsible for impact/damage to street. There is already pre-existing damage.* Grind the weight off the rootball leaving the ground debris moved to the side to refill the cavity and the larger main stump will be ground to a point to where it can be hoisted and hauled away. Downed Cedar limbs/debris → DO NOT REMOVE. This is not included.	**$26,000**

	The crew will need to clear approx 10-12 ft section of trees (8" and smaller Pines and volunteer growth) N of the stairs from the street for skid steer access. The property owner has been verbally made aware that due to the limited area to move skid steer the turf will sustain damage. To get the S property cleaned up the crew will have to have access to this yard. There are preexisting large ruts in the front yard and breakage to front walkway to the house.	
	Disposal Fee	**$500**
	TOTAL COST *payment due upon completion	**$26,500**

Any irrigation systems to be turned off 48 hours prior to project *excluding Plant Health Care*

All debris to be removed from property.

- This date is subject to change due to weather or other conditions but you will be informed of any changes.
- A confirmation call or email will be sent to you the business day before your crew is to arrive.
- Tree trimming, removal and stump grinding services will not require a deposit. However jobs that require repurchasing of material such as sod, plants, trees, drainage, irrigation, fencing, soil products, rock mulch, etc. will require a 50% deposit in order for work to be scheduled, remaining balance will be due upon completion.

Unless otherwise noted in this proposal the customer agrees to pay the account in full upon completion of work.

Terms Accepted By _____

IMPORTANT:
We cannot be held responsible for damage to unmarked buried utilities during tree removal or stump grinding on your property.
This also includes mosquito spray systems, irrigation systems, outdoor lighting, drainage systems or any other utilities.
Any irrigation systems should be turned off 48 hours prior to project.

Terms of Payment
Unless otherwise noted in this proposal the customer agrees to pay the account in full upon completion of work. **Failure to remit payment within 10 days of completion will result in a 5% late fee and 2.5% interest per month thereafter.** In the event any part of the debt evidenced herein is required to be collected by or through an attorney at law, in addition to the authorized expenditures indicated herein, the customer shall be indebted to Woodland Tree Service, LLC for reasonable attorney's fees, costs of collection and other litigation expenses. Reasonable attorney's fees are defined as 33% of the unpaid balance.
Returned Check Fee: There will be a $35.00 fee assessed for all checks returned to our office for non-sufficient funds.

Terms and Conditions
It is agreed by and between Woodland Tree Service and the authorizing party (customer and/or customer's agent) that the following provisions are made as part of this contract:
Insurance by Contractor: Woodland Tree Service warrants that it is insured for liability resulting from injury to person(s) or property and that all employees are covered by Workers' Compensation as required by law. Certificates of coverage are available upon request.
Completion of Contract: Woodland Tree Service agrees to do its best to meet any agreed upon performance dates, but shall not be liable in damages or otherwise for delays because of inclement weather, labor, equipment, or any other cause beyond its control; nor shall the customer be relieved of completion for delays.
Tree Ownership: The authorizing party warrants that all trees listed are located on the customer's property, and, if not, that the authorizing party has received full permission from the owner to allow Woodland Tree Service to perform the specified work. Should any tree be mistakenly identified as to ownership, the customer agrees to indemnify Woodland Tree Service for any damages or costs incurred from the result thereof.
Safety: Woodland Tree Service warrants that all arboricultural operations will follow the latest version of the ANSI Z133.1 industry safety standards. The authorizing party agrees to not enter the work area during arboricultural operations unless authorized by the crew leader on-site.
ANSI A300 Tree Care Standard Definitions: The following definitions apply to specifications detailed in this proposal.
Clean: Removal of watersprouts and dead, dying, diseased, crossing, and hazardous branches from a tree.
Crown: The leaves and branches of a tree measured from the lowest branch on the trunk to the top of the tree.
Raise: Selective pruning to provide vertical clearance.
Reduce: Selective pruning to decrease height and/or spread by removing specified branches.
Restore: Selective pruning to improve the structure, form, and appearance of trees that have been severely headed, vandalized, or damaged.
Thin: Selective pruning to reduce density of live branches, usually by removing entire branches.

Vista pruning: Selective pruning to allow a specific view, usually by creating view "windows" through the tree's crown.
Stump Removal: Unless specified in the proposal, stump removal is not included in the price quoted. Removal of excess grindings (left slightly above grade to allow for settling) from stump removal are included this proposal. Surface and subsurface roots beyond the stump are not removed unless specified in this proposal.
Concealed Contingencies: Any additional work or equipment required to complete the work, caused by the authorizing party's failure to make known or caused by previously unknown foreign material in the trunk, the branches, underground, or any other condition not apparent in estimating the work specified, shall be paid for by the customer on a time and material basis. Woodland Tree Service is not responsible for damages to underground sprinklers drain lines, invisible fences or underground cables unless the system(s) are adequately and accurately mapped by the authorizing party and a copy is presented before or at the time the work is performed.
Driveway Damage: Woodland Tree Service will do its professional best to minimize any damages and avoid driveways, walks and curbs in your yard. This will include but is not limited to the usage of plywood and or rubber pads to reduce ground pressure. Some projects must be performed with equipment staged on these types of surfaces and Woodland Tree Service can not accept responsibly for any damages.
Clean-up: Clean-up shall include removing wood, brush, and clippings, and raking of the entire area affected by the specified work, unless noted otherwise on this proposal.
Lawn Repair: Woodland Tree Service will attempt to minimize all disturbances to the customer's lawn. Lawn repairs are not included in the contract price, unless noted otherwise on this proposal.

ESTIMATE

Warren Lawn and Tree Service LLC
489 Highway 331
Oxford MS 38655
United States

Mitch Warren
662-801-1823
mitch@warrenlawnandtree.com
www.warrenlawnandtree.com

FOR

City of Oxford
Building and Grounds
Mike Grant

Estimate No.:	**057**
Issue date:	**May 21, 2025**
Valid until:	**Jun 4, 2025**

DESCRIPTION	QUANTITY	UNIT PRICE ($)	AMOUNT ($)
Martin Luther King Drive	1	22,000.00	22,000.00
Remove large fallen oak tree and cedar section from property using track lift , skid steer , E60 excavator, grapple truck , 3500 truck/ dump trailer and stump grinder			
	TOTAL (USD):		$22,000.00

N 6th St
Jefferson Ave
N 5th St
Washington Ave
N 6th St
Martin Luther King Jr Dr
Martin Luther King Jr Dr
Martin Luther King Jr Dr
Mon Feb 24 2025
Imagery © 2025 Nearmap, HERE
50 ft
Nearmap