THE CITY OF
OXFORD

City of Oxford
Board of Aldermen
Regular Meeting - BOA
October 1, 2024, 5:00 pm - 7:00 pm
City Hall Courtroom

DOCUMENTS

Table of Contents

Cover Page

Table of Contents

Signed_approved_minutes_10012024

OCC- Surplus Dell Desktop 7060

City Clerk surplus

OFD_Surplus

OPD_surplus

OU_surplus

Env_Svcs_Surplus

Water_Sewer_Adj_10012024

Unmarked_car_list

Pedicab BOA agenda letter94

Pedicab BOA agenda letter 23

FY25 Training Calendar Q199

OU_WWTP_travel

Lafayette County - Contract with City of Oxford - City Inmates

Appeal of Case 3126

Lauren_Ward_handout_appeal

Request_for_bids_OPD_upfits

Axon_lease_amendment_4_new_OPD

3131 MBoA Second Reading

Case_3131_opposition_emails_1

Case_3131_opposition_emails_2

Case_3131_opposition_emails_3

Case_3131_support_ltr_EDF

FY_2024_Compliance_Questionnaire

Memo - Request Permission to Authorize Mayor to Negotiate Agreement with Elliott and Britt for Pegues...

Memo - Request Permission to Authorize Agreement with Elliott and Britt Engineering for South Lamar ...

Memo - Request to Accept Bids for the North Lamar Sewer Project and Execute Contract -Combined

Memo - Request to Accept 2024-2025 Material Bids for City of Oxford-Combined

Memo - Request Permission to Advertise for Varner Loop and North Lamar Drainage Improvements Pro...

Memo - Request for Special Work Hours by ICM at Oxford Middle School-Combined

Table of Contents (cont.)

Memo - Request from RH Design-Build for Sunday Work at The Lamar-Combined

Memo - Authorize the Mayor to Sign Quitclaim Deed to Robert Thorne- Combined

Sally Doty BEAM for agenda

MINUTES

City of Oxford
Board of Aldermen
Regular Meeting - BOA
Tuesday, October 1, 2024, 5:00 pm - 7:00 pm
City Hall Courtroom

THE CITY OF OXFORD

1. 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, October 1, 2024 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
   Bart Robinson- 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
   Hollis Green- Director of Development Services
   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.

2. Adopt the agenda for the meeting.

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

3. Mayor's Report

4. Authorize the approval of the minutes of the Regular Meeting on September 17, 2024. (Ashley Atkinson)

   It was moved by Alderman Howell-Atkinson, seconded by Alderman Addy to approve the minutes of the Regular Meeting on September 17, 2024. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

5. Authorize the approval of accounts for all city departments. (Ashley Atkinson)

   It was moved by Alderman Howell-Atkinson, seconded by Alderman Taylor to approve the accounts for all City departments including a FY 23/24 claims docket showing General Fund claims numbered 133368- 133513, 133528- 133536, & 133568- 133587, and EFT/ACH # 153-156, Trust & Agency claims numbered 51497- 51528, 51532- 51538, & 51541- 51548 , and EFT/ACH # 91- 95, Metro Narcotics claims numbered 9118- 9121, and EFT/ACH # 42- 43, OPC Activity Fund claims numbered 3654- 3675, and HB603-28(in) claim numbered 2015 totaling $3,414,635.72, and a FY 24/25 claims docket showing General Fund claims numbered 133514-

133527, 133537, & 133588- 133589, Trust & Agency claims numbered 51529- 51531 & 51539- 51540, Water & Sewer claims numbered 39451- 39490 and EFT/ACH # 203- 206, and Bond & Interest claim numbered 7013 totaling $5,758,917.88. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6. Consider the consent agenda:

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

a. Fixed Assets Management:

i. Request permission to declare a Dell Optiplex 7060 with SN 3PVDRR2 and asset tag 2943 surplus at the Oxford Conference Center and authorize its disposal. (Micah Quinn)

ii. Request permission to declare a HP Color Laserjet Enterprise Printer with SN CNBCH8J09Z and asset tag 20082 and a HP Color Laserjet Enterprise Printer with SN CNBCH8J09W and asset tag 20081 surplus in the City Clerk's Office and authorize their disposal. (Ashley Atkinson)

iii. Request permission to declare a Vizio V505-J09 50" TV with SN LIAIF9KX330771 surplus in the Oxford Fire Department and authorize its disposal. (Joey Gardner)

iv. Request permission to declare an ATO model SBR ALWS2 with SN S000027 surplus in the Oxford Police Department and accept ownership of its replacement, an ATO Custos model with SN MBS-0240, based on a warranty claim. (Jeff McCutchen)

v. Request permission to declare a 2004 Ditch Witch 5700 trencher with SN 3Y0018 and custom 16' trailer surplus in the Oxford Utilities-Electric Department and authorize their disposal. (Rob Neely)

vi. Request permission to declare a 2019 ODB SCL800SM30 Vacuum /Leaf truck body with SN 0918 7468 surplus in the Environmental Services Department and authorize its disposal. (Amberlyn Liles)

vii. Request permission to accept the donation of a bench for the Skate Park. (Greg Pinion)

b. Grants:

i. Request permission to apply for the Wal-Mart Community Grant in the amount of $1,500.00 for the Oxford Police Department. (Jeff McCutchen)

c. Human Resources:

i. Request permission to approve a step increase for Michael Brown in the Development Services-Building Department for the completion of the Residential Mechanical Inspector certification. His new salary will be $52,123.47 (Braxton Tullos)

ii. Request permission to accept the resignation of Part-Time employees Anthony Gottlich and Collin Mathison in the Development Services-Historic Properties Department. (Braxton Tullos)

iii. Request permission to hire Taylor Barnes as a Part-Time Communications Officer in the Oxford Police Department, with an hourly rate of $12.00. (Braxton Tullos)

iv. Request permission to promote Micah Uline from Part-Time Administrative Assistant to Full-Time Community Partner Specialist in the Stronger Together Oxford Department, with a new annual salary of $39,500.00 effective October 1, 2024. (Braxton Tullos)

v. Request permission to approve Julia Nelson as an assistant for Municipal Court Public Defender Warren Smith. (Braxton Tullos)

vi. Request permission to approve unpaid volunteers for the Oxford Animal Resource Center. (Kelli Briscoe)

d. Miscellaneous:

i. Request approval of water and/or sewer adjustments in accordance with the Oxford Utilities Leak Adjustment Policy. (Rob Neely)

ii. Request permission to approve a list of unmarked cars for the Oxford Police Department, as required by state statute. (Jeff McCutchen)

iii. Request permission to approve Alexander Carter and Jackson Thriffiley as taxi drivers for Oxford Pedicab. (Jeff McCutchen)

iv. Request permission to accept a $2,500.00 donation for the benefit of the Oxford Police Department. (Jeff McCutchen)

v. Request permission to accept the donation of a Pollinator Garden at Garden Terrace Park, to be built and planted by the Girl Scouts. (Greg Pinion)

vi. Request permission to accept donations on behalf of the Oxford ARC. (Kelli Briscoe)

e. Travel Requests:

i. Request permission for three City Clerk's Office employees and one HR employee to attend the Certified Municipal Clerk Spring Session in Oxford, MS, on March 26- 28,

2025, at an estimated cost of $1,200.00. (Ashley Atkinson/ Braxton Tullos)

ii. Request permission to approve the training calendar for the 405D Alcohol and Drug Impaired Driving - Training Coordination Grant FY 2024-2025, in accordance with the requirements of the grant. (Jeff McCutchen)

iii. Request permission for three employees to attend the Mississippi Alabama American Planning Association Conference in Tuscaloosa, AL on October 16-18, 2024 at an estimated cost of $1,910.00. (Ben Requet)

iv. Request permission for an employee to attend the National Trust for Historic Preservation PastForward Conference in New Orleans, LA on October 27-30, 2024 at an estimated cost of $950.00. (Ben Requet)

v. Request permission for an employee to attend the BOAM Winter Conference in Natchez, MS on December 4-6, 2024 at an estimated cost of $900.00. (Johnathan Mizell)

vi. Request permission for an employee to attend Suicide Prevention Training on November 4-5, 2024 in Oxford at an estimated cost of $350.00. (Jeff McCutchen)

vii. Request permission for three employees to teach Active Shooter Training on October 7-8, 2024 in Oxford at no cost to the City. (Jeff McCutchen)

viii. Request permission for two employees to attend EMT Certification on October 8-November 15, 2024 in Oxford at an estimated cost of $1,500.00. (Jeff McCutchen)

ix. Request permission for five employees to attend Active Attack Integrated Response training on October 9-10, 2024 in Oxford at no cost to the City. (Jeff McCutchen)

x. Request permission for three employees to teach Active Attack Integrated Response on October 9-10, 2024 in Oxford at no cost to the City. (Jeff McCutchen)

xi. Request permission for two employees to attend Active Shooter Level 1 training on October 7-8, 2024 in Oxford at no cost to the City. (Jeff McCutchen)

xii. Request permission for an employee to attend Advanced Supervisor Liability training on October 10-November 8, 2024 in Oxford at an estimated cost of $350.00. (Jeff McCutchen)

xiii. Request permission for an employee to attend the MSAE Conference in Orange Beach, AL on October 28-30, 2024 at an estimated cost of $1,087.66. (Micah Quinn)

xiv. Request permission for an employee to attend the MSRWA Fall Training Session in Tupelo, MS on October 15-17, 2024 at an estimated cost of $240.00. (Rob Neely)

7. Discuss proposed jail contract, as provided by Lafayette County.

   The Mayor read a statement about the recent contract negotiations with Lafayette County regarding the proposed jail contract. No action was taken at this time.

8. Consider an appeal of the Planning Commission Site Plan Approval of Case #3126, Landshark Seafood, for "Velvet Ditch Seafood", for property located at 430 South Lamar Boulevard, being further identified as PPIN 8287. (Ben Requet)

   After a brief review of the case by City Planner, Ben Requet, the Mayor called for public comment; and the first person to speak was Lauren Ward, the attorney for a group of residents living in the area surrounding this business. The residents are opposed to this business due to concerns about traffic, parking, noise, and odor. She cited sections of the Land Development Code that relate to this appeal, particularly Section 1.6, subsection 1.6.4, as it relates to pedestrian and traffic congestion. She contends that the Planning Commission did not fully take these guidelines into consideration when it was approved and that the appeal should be granted.

   Jared Foster, owner of The Velvet Ditch Seafood/Landshark, spoke next. He contends that he has met every City requirement to open this business in this location. He compared his business to all the others around the square and in the downtown area; with regard to "pushing people out" when the bar hours end at 1:00am. He sees no difference in people leaving The Library or Funky's (they exit out onto Van Buren Avenue and Jackson Avenue, respectively) versus people leaving his business to cross University Avenue or South Lamar to either walk to their car or to the ride-share pickup location(s).

   After some discussion, it was moved by Alderman Hyneman, seconded by Alderman Crowe to grant the appeal and reverse the decision of the Planning Commission. Alderman Hyneman added that his main concern was public safety and pushing people out onto University Avenue and South Lamar at one time could lead to accidents. All the aldermen present voting aye, with the exception of Alderman Huelse who voted no, the Mayor declared the motion carried.

9. Request permission to advertise for bids for the extension of turf on fields 9 and 11 at mTrade Park. (Brad Freeman)

   It was moved by Alderman Huelse, seconded by Alderman Bailey to advertise for bids for the extension of turf on fields 9 and 11 at mTrade Park. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

10. Request permission to advertise for bids for equipment for new vehicles in the Oxford Police Department. (Jeff McCutchen)

    It was moved by Alderman Addy, seconded by Alderman Huelse to advertise for bids for equipment for new vehicles in the Oxford Police Department. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

11. Request permission to approve and authorize the Mayor to sign an updated contract with Axon for the addition of equipment for four new officers. (Jeff McCutchen)

    It was moved by Alderman Addy, seconded by Alderman Howell-Atkinson to approve and authorize the Mayor to sign an updated contract with Axon for the addition of equipment for four new officers. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

12. Second reading and public hearing for a proposed Ordinance to amend the Zoning Map for Case #3131, JWM Development, LLC (JW McCurdy), to rezone +/- 26.06 acres from Traditional Neighborhood Business (TNB) and Neighborhood Residential (NR) to Suburban Multi-Family (SMF), and +/- .07 acres from Neighborhood Residential (NR) to Suburban Residential (SR) for property located on Old Taylor Road, being further identified as PPINs 14967 & 34530. (Ben Requet)

    After calling for public comment, multiple citizens spoke about the importance of the Whirlpool Trails area and showed their support for the maintenance of the forest near this proposed development. The Mayor reiterated that the City does not own the trails and the property is already zoned for development. JWM Development, LLC has provided for a 50' protective buffer between the housing development and the trails. Multiple emails were also received from trail supporters who opposed this rezoning and they are attached as part of the official record. One letter of support was also received and attached for the record.

    After further discussion, it was moved by Alderman Addy, seconded by Alderman Bailey to approve this proposed Ordinance to amend the Zoning Map for Case #3131, JWM Development, LLC (JW McCurdy), to rezone +/- 26.06 acres from Traditional Neighborhood Business (TNB) and Neighborhood Residential (NR) to Suburban Multi-Family (SMF), and +/- .07 acres from Neighborhood Residential (NR) to Suburban Residential (SR) for property located on Old Taylor Road, being further identified as PPINs 14967 and 34530. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

13. Consider a request for an ingress/egress license for the use of the Molly Barr tank access road for property clean up, grade work, and drainage. (Greg Pinion/Bart Robinson)

    It was moved by Alderman Bailey, seconded by Alderman Crowe to approve an ingress/egress license to Cal Mayo for the use of the Molly Barr tank access road for property clean up, grade work, and drainage. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

14. Request permission to adopt the Municipal Compliance Questionnaire as per state statute. (Ashley Atkinson)

    It was moved by Alderman Bailey, seconded by Alderman Addy to adopt the Municipal Compliance Questionnaire for fiscal year ended September 30, 2024, as required per state statute. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

15. Request permission to authorize the Mayor to negotiate an agreement with Elliott & Britt Engineering PA for preliminary engineering services for the Pegues Road/Commonwealth Boulevard Extension Project. (John Crawley)

    It was moved by Alderman Bailey, seconded by Alderman Hyneman to authorize the Mayor to negotiate an agreement with Elliott & Britt Engineering, PA for preliminary engineering services for the Pegues Road/Commonwealth Boulevard Extension Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

16. Request approval of an Engineering Services Agreement with Elliott & Britt Engineering, PA for the Pedestrian Corridor Improvements Projects along South Lamar Boulevard. (John Crawley)

    It was moved by Alderman Bailey, seconded by Alderman Crowe to approve an Engineering Services Agreement with Elliott & Britt Engineering, PA for the Pedestrian Corridor Improvements Project along South Lamar Boulevard. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

17. Request permission to accept the bids received and award a contract for the North Lamar Sewer Project. (John Crawley)

    It was moved by Alderman Bailey, seconded by Alderman Crowe to accept the bids received and award a contract to Axis Site Work of Oxford, in the amount of $1,742,268.31, for the North Lamar Sewer Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

18. Request permission to accept the bids received and award contracts for the FY 2024-2025 Materials Bids. (John Crawley)

    It was moved by Alderman Bailey, seconded by Alderman Addy to accept the bids received and award contracts for the FY 2024-2025 Materials Bids. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

19. Request permission to advertise for bids for the Varner Loop/North Lamar Drainage Improvements Project. (John Crawley)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Addy to advertise for bids for the Varner Loop/North Lamar Drainage Improvements Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

20. Consider a request from ICM Construction for special work hours at Oxford Middle School on October 4, 2024. (John Crawley)

    It was moved by Alderman Huelse, seconded by Alderman Hyneman to approve, as presented, a request from ICM Construction for special work hours at Oxford Middle School on October 4, 2024. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

21. Consider a request from RH-Design Build to work on Sundays in October for the construction of The Belle within the The Lamar Development. (John Crawley)

    It was moved by Alderman Bailey, seconded by Alderman Addy to approve a request from RH-Design Build to work on Sundays in October for the construction of "The Belle" within The Lamar Development. If complaints are received, this approval will be re-evaluated. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

22. Request permission to approve and authorize the Mayor to sign a Quit Claim deed for cemetery plots in the Oxford Memorial Cemetery. (John Crawley)

    It was moved by Alderman Addy, seconded by Alderman Hyneman to approve and authorize the Mayor to sign a Quit Claim deed to Robert Thorne for cemetery plots in the Oxford Memorial Cemetery. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

23. Consider a letter of support for MaxxSouth to apply for a grant to provide free public WiFi in public spaces. (Bart Robinson)

    It was moved by Alderman Bailey, seconded by Alderman Addy to approve a letter of support for MaxxSouth to apply for a BEAM Grant to provide free public WiFi in public spaces around Oxford. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

24. 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 Alderman Addy to enter into an executive session for a matter of potential litigation related to a proposed contract. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

25. Adjourn.

It was moved by Alderman Addy, seconded by Alderman Bailey 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: 9/24/2024

Department that owns Fixed Asset: Oxford Conference Center

Fixed Asset Tag Number (If item is not tagged, please put N/A): 02943

Physical Location of Asset: OCC

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

Dell OptiPlex \ 7060 \ _____

Make Model Year

3PVDRR2 \ 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:

Desktop Computer Sales Office

Name of Person Submitting Surplus Request: Micah Quinn

Date Approved by BOA: 10/1/2024

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: 10/1/2024

Department that owns Fixed Asset: City Clerk's Office

Fixed Asset Tag Number (If item is not tagged, please put N/A): 20082

Physical Location of Asset: City Clerk's Office

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

HP Color Laserjet Enterprise Printer \ M553 \ Purchased 10/20/2015

Make Model Year

CNBCH8J09Z \

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:

Old yellow asset tag # 01080 - Daphanie's printer

Purchased 10/20/2015 at a cost of $941.75.

Name of Person Submitting Surplus Request: Jessi Tolleson

Date Approved by BOA: 10/1/2024

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: 10/1/2024

Department that owns Fixed Asset: City Clerk's Office

Fixed Asset Tag Number (If item is not tagged, please put N/A): 20081

Physical Location of Asset: City Clerk's Office

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

HP Color Laserjet Enterprise Printer \ M553 \ Purchased 10/20/2015

Make Model Year

CNBCH8J09W \

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:

Old yellow asset tag # 01081 - Joy's printer

Purchased 10/20/2015 at a cost of $941.75.

Name of Person Submitting Surplus Request: Jessi Tolleson

Date Approved by BOA: 10/1/2024

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: 9/26/24

Department that owns Fixed Asset: Oxford Fire

Fixed Asset Tag Number (If item is not tagged, please put N/A): 03997

Physical Location of Asset: OFD Station 2

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

Vizio \ V505-J09 \ _____

Make Model Year

LIAIF9KX330771 \ _____

VIN / Serial Number Color

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

Description of Tool (including brand): Vizio Tv 50"

_____ \ _____

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: J. Gardner

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: 10/1/24

Department that owns Fixed Asset: Oxford Police Department

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

Physical Location of Asset: Oxford Police Deparment

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

ATO \ SBR ALWS2 \ _____

Make Model Year

S000027 \ _____

VIN / Serial Number Color

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

Description of Tool (including brand): rifle

_____ \ _____

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

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

the gun dealer that weapon S000027 was purchased from will be replacing the gun with a comparable gun of equal or better value due to a warranty issue the new weapon will be make: ATO, model: Custos, Serial number: MBS-0240

Name of Person Submitting Surplus Request: Kayla Martin

Date Approved by BOA: _____

107 Courthouse Square
Oxford, MS 38655

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

3. Request permission to declare equipment surplus at Oxford Utilities and authorize its disposal. (Rob Neely)

Please see attached surplus forms for item descriptions, which includes a Ditch Witch Trencher and trailer. This machine and trailer are 20 years old and no longer serviceable, and we'd like permission to list on Govdeals.com.

THE CITY OF
OXFORD

SURPLUS FORM

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

Date of Request: _____

Department that owns Fixed Asset: Electric Dept

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

Physical Location of Asset: Electric Dept

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

Ditch Witch Trencher \ 5700 \ 2004

Make Model Year

3Y0018 \ Red

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:

_____

_____

_____

_____

_____

Name of Person Submitting Surplus Request: Del Fikes

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: _____

Department that owns Fixed Asset: Electric Dept

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

Physical Location of Asset: Electric Dept

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

Custom Trailer \ _____ \ 2004

Make Model Year

_____ \ Red

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:

16' trencher / equipment trailer

Name of Person Submitting Surplus Request: Del Fikes

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: 09.27.2024

Department that owns Fixed Asset: Environmental Service Department

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

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

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

ODB Vaccum/Leaf Truck Body \ SCL800SM30 \ 2019

Make Model Year

0918 7468 \ White

VIN / Serial Number Color

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

Description of Tool (including brand): _____

_____ \ _____

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

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

ODB Vaccum Body taken off #420 Freightliner M2106 (1FVACYFE1KHKF8268)

body to be scraped/recycled and replaced with a PAC MAC Vaccum Body

Name of Person Submitting Surplus Request: Amberlyn Liles

Date Approved by BOA: _____

107 Courthouse Square
Oxford, MS 38655

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

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

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

WATER/SEWER ADJUSTMENTS | OXFORD UTILITIES

09/12/24 - 09/25/24

TO BE APPROVED: 10/01/24

ACCOUNT NUMBER	CUSTOMER NAME	ADDRESS	WATER ADJUSTMENT	SEWER ADJUSTMENT	ADJUSTMENT TYPE
208651-046092	NICHOLAS OAKES	11 PRIVATE ROAD 3151 APT. 3	-$41.54	-$55.22	INSIDE
224426-048900	LAZARICK LATHAM	116 THACKER LOOP	-$97.98	-$130.27	INSIDE
002885-034375	CHARLES LIDDELL	200 SHADOW CREEK DRIVE APT. 202	-$20.59	-$27.38	INSIDE
205752-048530	LAUREN N FOX	205 WILSON COVE	-$90.53	-$120.36	INSIDE
208502-041978	JAMIE DICKERSON	23 PRIVATE ROAD 3151 APT. 10	-$20.59	-$27.38	INSIDE
208715-031521	PAMELA HICKS	3 PRIVATE ROAD 3151 APT. 2	-$16.33	-$21.71	INSIDE
208325-037417	QUASHALA TELLIS	39 PRIVATE ROAD 3151 APT. 6	-$9.94	-$13.22	INSIDE
208727-036194	AMONTA WEATHERS	4 PRIVATE ROAD 3151 APT. 1	-$17.04	-$22.66	INSIDE
224651-122479	ADRIAN YOUNG	510 BOBBY STREET	-$61.77	-$82.13	INSIDE
205811-047389	JOSHUA SMITH	510 SHILOH DRIVE	-$30.53	-$40.59	INSIDE
225924-036825	ERICA FARMER	1717 BROOME LOOP	-$66.74	-$177.47	OUTSIDE
209784-005698	DANIEL M MATTHEWS	201 SWEET BAY DRIVE	-$14.20	-$37.29	OUTSIDE
205438-112262	PAT WARD	214 POWERS DRIVE	-$97.63	-$259.13	OUTSIDE
208981-108804	MARY MILLS	234 KAREN DRIVE	-$17.40	-$46.26	OUTSIDE
207162-24863	FRED COTTO	1400 CHICKASAW ROAD APT. A	-$27.69	X	WT ONLY
		TOTAL:	**-$630.50**	**-$1,061.07**	

Unmarked Tags - OPD					
Year	Make	Model	VIN		
2009	Honda	Accord	1HGCD26848A132347		
2009	Dodge	Charger	2B3KA43V99H567533		
2010	Ford	F-150	1FTFW1EV9AFDG2149		
2010	Ford	Expedition	1FMJU1G53AEB47316		
2011	Chevrolet	Impala	2G1WF5EK3B1313835		
2014	Ford	Expedition	1FMJU1J5XEEF25632		
2016	Chevrolet	Tahoe	1GNSKFEC0GR116725		
2016	Ford	Explorer	1FM5K8B82GGB55115		
2017	Chevrolet	Tahoe	1GNSKFEC1HR156085		
2018	Nissan	Pathfinder	5N1DR2MN9JC675236		
2019	Chevrolet	Tahoe	1GNSKFEC9KR204648		
2020	Dodge	Durango	1C4RDJFG4LC440845		
2021	Dodge	Durango	1C4RDJFG4MC825761		
2021	Dodge	Ram 1500 Classic	1C6RR7XT4MS595362		
2021	Dodge	Ram 1500 Classic	1C6RR7XT5MS595385		
2021	Dodge	Ram 1500 Classic	1C6RR7XTXMS595348		
2021	Dodge	Durango	1C4RDJFG5MC825803		
2021	Dodge	Durango	1C4RDJFG3MC642366		
2022	Dodge	Durango	1C4RDJFGXNC103874		
2022	Dodge	Durango	1C4RDJFG8NC103873		
2022	Dodge	Durango	1C4RDJFG2NC132186		
2022	Dodge	Charger	2C3CDXKG9NH198508		
2022	Dodge	Charger	2C3CDXKG1NH203426		
2022	Dodge	Durango	1C4RDJFGXNC136115		
2023	Ram	1500	1C6SRFFT4PN704192		
2023	Jeep	Compass	3C4NJDAN3PT545742		
2024	Dodge	Durango	1C4RDJFG2RC150256		
2024	Dodge	Durango	1C4RDJFG4RC150257		
2021	Chevrolet	Tahoe	1GNSKLED5MR388528		
2018	Dodge	Ram 1500	1C6RR7XTXJS291870		
2023	Chevrolet	Tahoe	1GNSCLED7PR217958		
2023	Ford	F-150	1FTFW1E56PKF41362		
2023	Jeep	Grand Cherokee	1C4RJHAG7P8909914		
2024	Chevrolet	Silverado 1500	3GCUDAED4RG177831		
2019	Ford	F-150	1FTEW1E56KKC54012	will be sold	

Jeff McCutchen
Chief of Police
jmccutchen@oxfordpolice.net

Date: 9/24/2024

Subject: Taxi / Pedicab Driver approval recommendation

I, Lt. David Sabin, recommend approval of the applicant Alexander S. Carter to be a driver for Oxford Pedicab Company. I cannot find anything that would restrict Alexander S. Carter from operating a Pedicab / taxi cab in the City of Oxford.

Chief Jeff McCutchen
Oxford Police Department

_____
Date

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

David Sabin 9-24-24

_____
Date

Officer Brandon House
Oxford Police Department

Brandon House 9-24-24

_____
Date

Oxford Police Department
715 Molly Barr Rd.
Oxford, MS 38655
Phone: (662) 232-2400
Fax: (662) 232-2314

Jeff McCutchen
Chief of Police
jmccutchen@oxfordpolice.net

Date: 9/24/2024

Subject: Taxi / Pedicab Driver approval recommendation

I, Lt. David Sabin, recommend approval of the applicant Jackson B. Thriffiley to be a driver for Oxford Pedicab Company. I cannot find anything that would restrict Jackson B. Thriffiley from operating a Pedicab / taxi cab in the City of Oxford.

Chief Jeff McCutchen
Oxford Police Department

_____
Date

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

David Sabin 9-24-24

_____
Date

Officer Brandon House
Oxford Police Department

Brandon House 9-24-24

_____
Date

Oxford Police Department
715 Molly Barr Rd.
Oxford, MS 38655
Phone: (662) 232-2400
Fax: (662) 232-2314

MS TIDE Training

Oct 2024 (Central Time - Chicago)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
29	30	1	2 End Pay Period	3	4	5
6	7	8	9	10	11	12
13	14	15	16 End Pay Period	17	18	19
20	21	22 Lowndes County SFST	23	24	25	26
27	28	29	30 End Pay Period	31 Halloween	1	2

MS TIDE Training

Nov 2024 (Central Time - Chicago)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
27	28	29	30 End Pay Period	31 Halloween	1	2
3 Daylight Saving	4	5 Election Day	6	7	8	9
10	11 Veterans Day	12	13 End Pay Period	14	15	16
17	18	19 SFST Ocean Springs [Confirmed] @ Ocean Springs Civic ARIDE Ocean Springs @ Ocean Springs	20	21	22	23
24	25	26	27 End Pay Period	28 Thanksgiving Day	29	30

MS TIDE Training

Dec 2024 (Central Time - Chicago

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11 End Pay Period	12	13	14
15	16	17 SFST Troop C - MLEOTA (Confirmed) @ Mississippi Law	18	19	20	21
22	23	24	25 Christmas Day End Pay Period	26	27	28
29	30	31	1	2	3	4

2. Request permission for a WWTP employee to attend the MsRWA Fall Training Session in Tupelo, MS October 15-17, 2024. ($750) (Rob Neely)

Oxford Utilities requests permission to send a Wastewater Treatment plant employees, Matthew McCachren to a wastewater fall training session sponsored by Mississippi Rural Water Association (MSRWA), Mississippi Department of Health (MSDH) and the MS Department of Environmental Quality (MDEQ). This training and certification is required for his job and included in the FY25 budget. He will drive back and forth from Oxford to Tupelo for training so a hotel room and meals are not required.

Matthew McCachren	Registration	$ 240.00

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF OXFORD, MISSISSIPPI, AND LAFAYETTE COUNTY, MISSISSIPPI, PERTAINING TO THE LAFAYETTE COUNTY DENTENTION CENTER

This agreement is made and entered into on the _____ day of _____, 2024, by and between the Board of Supervisors of Lafayette County, Mississippi (the "County"); and the City of Oxford, Mississippi (the "City"), pursuant to the authority granted in Section 47-1-39, Section 27-17-1, Section 19-25-71, Section 41-7-57, and Section 19-25-53, of the Mississippi Code of 1972 Amended.

NOW, THEREFORE, IT IS AGREED by and between the City of Oxford, Mississippi ("City"), and Lafayette County, Mississippi ("County"), as follows:

1. That the Lafayette County Sheriff, as custodian of the jail, shall make available space for individuals arrested by the City (hereinafter referred to as "detainee" or "*inmates*") within the Lafayette County Detention Center (hereinafter referred to as "*Jail*").

2. That individuals arrested by the City and detained at the Jail shall remain City inmates until such time as the inmate is indicted on felony charges. During the period of detention at the Jail and prior to the date of an indictment, the City shall be obligated to pay the County a per day fee for each detainee and the costs of all non-routine medical care provided to the City inmate. Once an inmate is indicted on a felony charge and has been served his or her indictment, he or she shall become the responsibility of Lafayette County as a County inmate and the County will be responsible for that prisoner's detention and medical care, and the City will no longer be required to pay the fees and the costs of non-routine medical care for that inmate from that date forward.

3. That the County shall be compensated for housing City inmate in the sum of Fifty-five Dollars ($55.00) for every 24-hour day that a City inmate is housed in the Jail. This compensation covers administration fees, clothing, shelter and routine medical care but does not include actual medical expenses incurred by the City inmates, it being specifically understood that all medical expenses required by an inmate shall be paid for by the appropriate entity, as more specifically set out hereinafter.

4. That City inmates are entitled to "routine medical care" and treatment, which is defined to mean the assessment and monitoring of Jail inmates and the provision of sick call services, provided by the Lafayette County Detention Center medical staff at no additional cost to the City, it being understood that the cost of such routine medical care is defrayed by the per day fee paid by the City. "Routine medical care" does not include the costs of prescription medicines and other actual costs of medical services provided City inmates.

5. If the Jail medical staff recommends medical treatment (medical, mental, and/or dental treatment), to be provided by other medical care providers, Jail medical staff will make the necessary medical appointments for the inmate. In that event, the Jail Administrator, Jail nurse or designee will contact the Chief of Police, or his designee, and advise them of the inmate's appointment date and time; however, it is the City's responsibility to transport the inmate to the appointment. It is further the City's responsibility to monitor and secure the inmate for the duration of the appointment until the inmate is returned to County custody at the Jail. In the event the City fails to take an inmate to an appointment, the County may take the City inmate to the appointment. In such case, however, the City will not only be responsible for the cost of the appointment but will be charged Fifty Dollars ($50.00) per hour administrative / operations fee for County staff having to execute the City's responsibilities.

6. That if an emergency situation arises with a City inmate and the nurse is not available, the County will notify the City of the emergency and the City will make all necessary arrangements to address the inmate's medical emergency. In the event the emergency is not timely handled by the City, the matter will be handled by the County and the City will be responsible for any medical expenses incurred as well as a reasonable administrative / operations fee in the amount of Fifty Dollars ($50.00) per hour for the Sheriff's necessary execution of the City's responsibilities.

7. That if a City inmate is prescribed medication, the City will be responsible for the costs of said medication and also responsible for picking up any medication that is not delivered by the vendor. Should the City fail to pick up such medication within twenty-four (24) hours of the same being called in, the City will not only be responsible for the cost of the medication, but a Fifty Dollars ($50.00) per hour administrative / operations fee will be charged for County staff's execution of the City's responsibilities.

8. That if a City inmate has a medical emergency while housed in the County Jail and ambulance service is necessary, the County will call for an ambulance. The City will be responsible for all costs associated with the ambulance and/or hospital emergency room services. Furthermore, it is the City's obligation to monitor and secure the City inmate during treatment and until such time as the inmate is returned to County custody at the Jail. In the event the Jail nurse indicates that an ambulance is not necessary to transport an inmate when addressing an inmate's medical condition, Jail staff will notify the City and it is the City's responsibility to transport the inmate to a medical provider and to monitor and secure the inmate for the duration of the treatment until the inmate is returned to County custody at the Jail.

9. That the Jail cannot accept any inmate who is in obvious medical distress or in obvious need of medical care, it being the City's responsibility to provide medical treatment to that arrestee prior to the arrestee being accepted by the Jail as an inmate. The County has sole discretion, to decline to accept or retain custody of a City arrestee/inmate.

10. That in an effort to minimize the need for felony inmate prisoners of the City, a list of felony inmates not under indictment shall be furnished by the City to the District Attorney's office prior to any Grand Jury meeting so that the matters may be disposed of in a timely manner.

11. That pursuant to the requirements of Rule 6.03 of the Uniform Circuit and County Court Rules, as well as Attorney General opinions pertaining to said Rules and the terms of the Fourth Amendment of the Constitution of the United States, it is mandatory that initial appearances be conducted within forty-eight (48) hours of arrest, and it is the City's responsibility to facilitate such appearance and transport City prisoner's inmate to same.

12. That the terms and conditions set forth in this agreement supersede and replace all previous agreements entered by the City and County for the housing of City prisoners in the County detention facility.

13. That the term of this agreement shall be for one (1) year, running from the date of execution for 365 days until finally concluded.

THIS AGREEMENT entered between the governing authorities of the City of Oxford, Mississippi, and Lafayette County, Mississippi, on the date set out below as the same appears of record in their respective minutes.

APPROVED, this the _____ day of _____, 2024.

CITY OF OXFORD, MISSISSIPPI

BY: _____
ROBYN TANNEHILL, Mayor

ATTEST:

_____
Ashley Atkinson, City Clerk

APPROVED, this the _____ day of _____, 2024.

LAFAYETTE COUNTY, MISSISSIPPI

BY: _____
BRENT LARSON, President
Lafayette County Board of Supervisors

ATTEST:

_____
MIKE ROBERTS, Chancery Clerk

OXFORD
PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Alderman
From: Ben Requet, AICP; Director of Planning
Date: October 1, 2024
RE: Appeal of the Planning Commission's Approval of Case #3126, a Site Plan requested by The Landshark. (Jared Foster)

This is an appeal request of the Planning Commission's Approval of Case #3126, a request for a Site Plan. This case was approved by the Planning Commission at their last regularly scheduled meeting on September 9, 2024. The project received a Certificate of Appropriateness at the July 1, 2024 meeting of the Courthouse Square Historic Preservation Commission. That case was appealed to the Mayor and Board of Aldermen and the approval was upheld at the July 16, 2024 meeting.

In their letter, the appellants contend the *Planning Commission's decision erred by improperly approving this project and failed to consider significant issues related to the impact of this project on local safety, traffic, parking, outdoor sound, and the undisputed obnoxious smell of seafood to be emanating from this location.*

The requested Site Plan includes plans to expand the northeastern portion of the building to expand the bathrooms, the installation of a garage door into the existing storefront, to install turf over the existing parking lot, the addition of two bars, and outdoor seating and umbrellas. The applicant also proposes fencing around the site, with planters and stakes to install Edison bulb lighting. Also included in the Site Plan is a boil room to be constructed on the University Avenue side of the site. Plans for this building have not yet been reviewed by the Courthouse Square Historic Preservation Commission. The Planning and Engineering Departments made several comments that may be found in the attached Staff report.

After a lengthy discussion by the applicant, residents, and the Commission, Commissioner Murphy made a motion to approve the Site Plan with eight conditions:

1. The Site Plan is approved with changes to the site plan (in particular the location of the bathroom and boiling room additions) delegated to Planning Staff approval (Planning).

2. This approval does not cover signage and any signage will receive a Certificate of Appropriateness and a Sign permit (Planning).

3. The restaurant will comply with section 3.8.9.5 (a) stating that restaurants will comply with the City of Oxford Sound Ordinance (Code 1968, Chapter 34, Article III) (Planning).

4. Any future improvements to the site may trigger stormwater management provisions (Engineering).

5. New concrete curb and gutter are required along the frontage of University Avenue (with the exception of the gated entrance) and South Lamar Boulevard adjacent to the existing sidewalk (Engineering).

6. The site shall provide adequate provisions for storage of all waste including liquid, solid and gas/odors as to not become a nuisance. (Planning)

7. Tables and chairs will not be removable for the purpose to increase capacity. (Planning)

8. Applicant will seek to resolve the boundary issue with the adjacent property owner. (Planning)

The motion was seconded by Commissioner Alexander. The motion carried with a 6-1 vote. Commissioners Murphy, Alexander, Spragins, Rigby, Milam, and Logan voted to approve the Site Plan. Commissioner Smith voted against the motion.

This appeal is being heard at the request of several residents located in the South Lamar Historic District. The applicants request that the Mayor and Board of Aldermen overturn the Commission's decision. The letter of appeal is included with this report, along with the previous case files.

A link to the recording of the September meeting is below, and the Staff report for the case is also included with this report.

Case #3126

Planning Commission—September 9, 2024:
A link to the recording of the September Planning Commission meeting is provided.
(Case begins at 9:25)

If the Site Plan approval is upheld by the Mayor and Board of Aldermen, the next step for the applicant would be to return to the Courthouse Square Historic Preservation Commission, as a few items have changed since that case was approved.

CHINICHE LAW FIRM, PLLC

A PROFESSIONAL LIMITED LIABILITY COMPANY
Post Office Box 1202 (Mailing)
Paul Chiniche, Esq. | Oxford, Mississippi 38655 | Office: 662.234.4319
Email: pc@chinichelawfirm.com | **www.chinichelawfirm.com** | Fax: 662.259.8451

Friday, September 13, 2024

Via email only to: bjrequet@oxfordms.net
Mr. Ben Requet, AICP
Director of Planning - City of Oxford
107 Courthouse Square
Oxford, Mississippi 38655

RE: Notice of Appeal
Velvet Ditch Seafood - Case #3126 (PPIN #8287)
430 South Lamar Boulevard

Dear Mr. Requet:

On behalf of my clients, who are residents of South Lamar, South 11th, and adjacent streets, please accept this correspondence as our notice to appeal the Planning Commission's approval of the above mentioned project at its September 9th meeting. We seek to be placed upon the docket of the next available meeting of the Board of Aldermen to appeal the Planning Commission's decision that erred by improperly approving this project and failed to consider significant issues related to the impact of this project on local safety, traffic, parking, outdoor sound, and the undisputed obnoxious smell of seafood to be emanating from this location. Specifically, we seek appeal of the Commission's failure to consider these issues and their application to the current City Ordinance. Further, we request a stay of any future approvals by the City of this project until an appeal can be entertained.

In the event you need additional information to perfect our appeal, please advise accordingly and I will promptly respond. Thank you in advance for your cooperation.

Sincerely,

Paul Chiniche

cc: J.R. Rigby, Chairman
Paul Watkins, Counsel

SITE-000599-2024

OXFORD
PLANNING
DEPARTMENT

Case #3126

To: Oxford Planning Commission
From: Kate Kenwright, Planner II
Date: September 9, 2024

Applicant: Velvet Ditch Seafood (Jared Foster)
Owner: Abner White
Request: Site Plan Review for 'Velvet Ditch Seafood'
Location: 430 South Lamar Boulevard (PPIN #8287)
Zoning: (HUCN) Historic Urban Center

Surrounding Zoning:
North, West & East: (HUCN) Historic Urban Center
South: (TNB) Traditional Neighborhood Business

Case History: Case #455 – Additions and modifications to existing structure – July 2024 CHSPC
Complimentary Review – June 2024 CHSPC

Planning Comments: The applicant seeks approval for a Site Plan that includes several changes to the existing building and site. 430 S Lamar Boulevard, formerly the site of Abner's Chicken, is zoned (HUCN) Historic Urban Center District and is located in the Courthouse Square Historic District.

The project received approval for a version of the project from the Courthouse Square Historic Preservation Commission at the July, 2024 meeting (Case #455). The proposed site plan reflects several changes to that plan since approval and will require a new Certificate of Appropriateness.

Proposed plans include a new bathroom addition and the installation of a garage door into the existing storefront, to install turf over the existing parking lot, the addition of two bars, and outdoor seating and umbrellas. The applicant also proposes fencing around the site, with planters and stakes to install Edison bulb lighting. A food truck and gate to allow the food truck into the site are proposed on the west side of the site.

Use and Parking—The use of the property as a restaurant & bar is acceptable in the (HUCN) Historic Urban Center. Restaurants are required by code (3.8.9.5.a) to comply with the City of Oxford Sound Ordinance that regulates amplified music, loudspeakers, and other similar sounds.

On-site parking shall not be required for any allowed use where on-street or nearby public parking exists.

Coverage—Coverage in the HUCN is allowable up to 100%.

Other Elements

- **Landscaping and Mitigation—**While a landscaping plan is required for any new site plan, the applicant is working with the existing site which is currently fully paved. The applicant proposes planters around the edges of the site and some plantings between the proposed food truck location and the neighbor on the west side of the property.

- **Building Height and Materials—**The proposed new additions are consistent with building materials on the site and are one-story like the existing building. The current design was approved by the Courthouse Square Historic Preservation Commission and any changes will be required to go before the Commission to ensure that new additions meet the recommendations of the Oxford Design Guidelines.

Planning Staff continues to meet and discuss this site plan with the applicant and the applicant's architect. As there was great concern from neighbors at the Courthouse Square Commission meeting about the proposed food truck locating on the site, the applicant's team is exploring the addition of a boiling room. The applicant's business includes boiling seafood, which cannot be done in the main commercial kitchen. The applicant now intends to build a boiling room on the northeast corner of the site and the new bathrooms on the southwest corner. However, those plans are still being drawn at this time. Staff recommends that, if the Planning Commission chooses to approve the site plan, it is with the flexibility to approve a revised version of the plan that includes a boiling room.

9/9/24 Update: Staff received new plans on 9/6 that reflect changes to the proposed bathroom addition and the location of the designated area for the proposed boil room. The bathroom addition was modified due to an existing transformer and its inability to be relocated. Those plans are included first in the attached report before the other previous sheets. The architectural drawings/details for the proposed boil room are still required and will also require a Certificate of Appropriateness.

Engineering Comments:
This project is located at the corner of South Lamar Boulevard and University Avenue at the site of the old Abners restaurant. The project proposes to convert the existing parking lot into a temporary outdoor dining area along with additional restroom facilities to the existing structure.

New concrete curb and gutter will be required along the frontage of University Avenue (with the exception of the gated entrance) and South Lamar Boulevard adjacent to the existing sidewalk.

The curb and gutter is necessary to provide needed separation for pedestrian traffic along this property.

Water and Sewer

New water and sewer connections will be made along South Lamar Boulevard adjacent to the proposed restroom addition.

Stormwater Management

Currently, the proposed restroom addition constitutes less than 2,000 sq. feet and does not trigger stormwater management provisions for this site. However, should future additions or alterations increase the disturbed area of the existing site, stormwater management may be required at that time.

Recommendation: Staff recommends approval of the Site Plan with the following conditions:

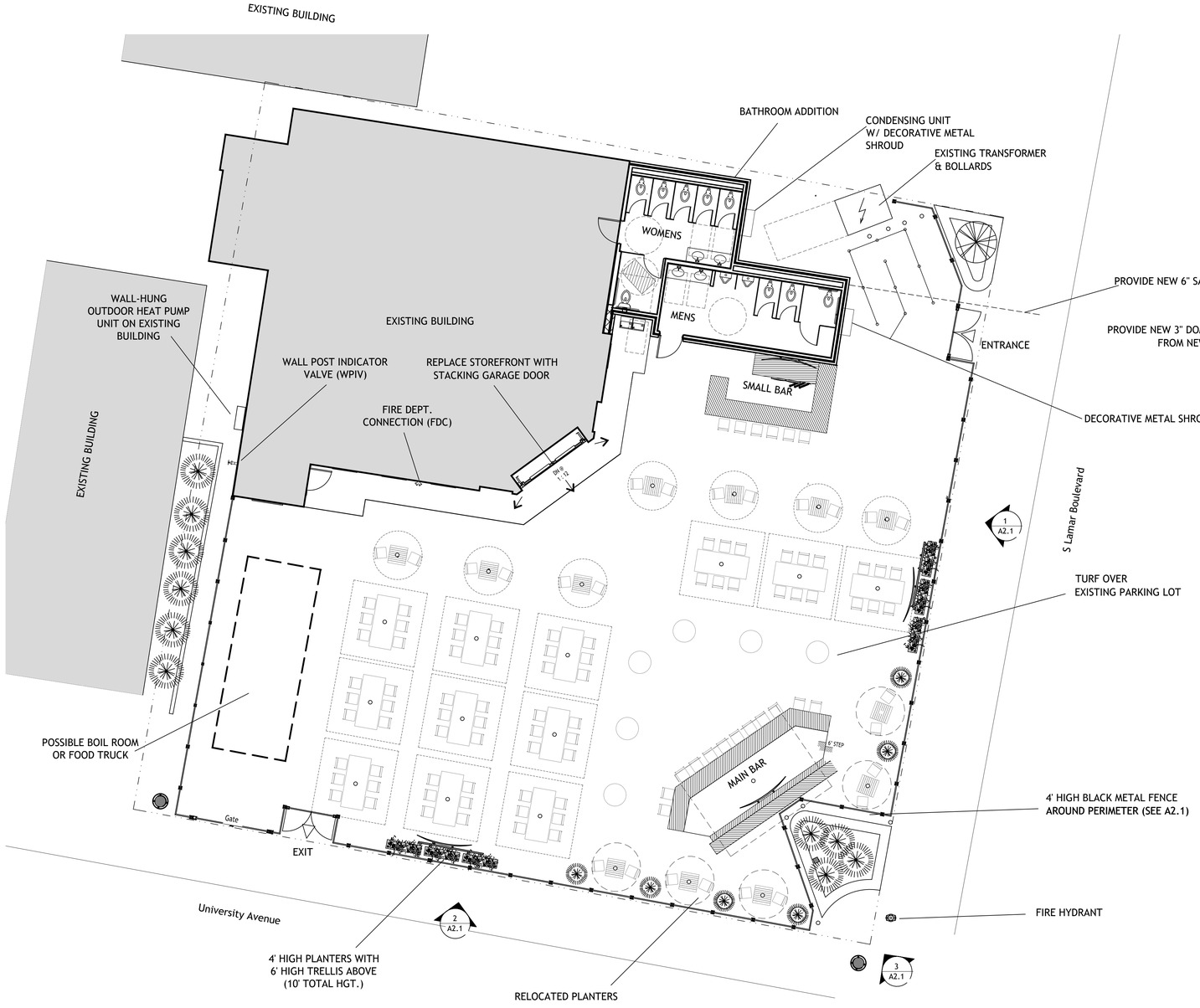
1. The Site Plan is approved with changes to the site plan (in particular the location of the bathroom and boiling room additions) delegated to Planning Staff approval (Planning).

2. This approval does not cover signage and any signage will receive a Certificate of Appropriateness and a Sign permit (Planning).

3. The restaurant will comply with section 3.8.9.5 (a) stating that restaurants will comply with the City of Oxford Sound Ordinance (Code 1968, Chapter 34, Article III) (Planning).

4. Any future improvements to the site may trigger stormwater management provisions (Engineering).

5. Sidewalks are required along University Avenue and South Lamar Boulevard (Engineering).



1 C1.0R2 Site Plan with Revised Restrooms
SCALE: 1/8" = 1'-0"

NORTH

HOWORTH & ASSOCIATES ARCHITECTS
PO Box 1569 • Oxford, Mississippi 38655 • 662.234.7444 • www.howortharch.com

REVISED SITE PLAN SUBMISSION
ISSUE DATE: September 6, 2024
REVISION DATE

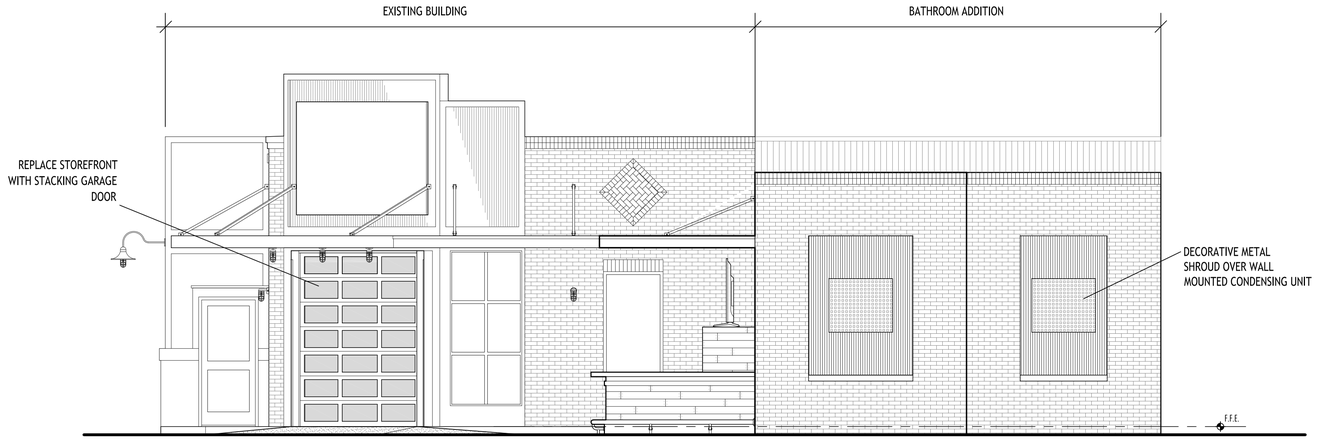
P. N. : 2024-16

Consultants:

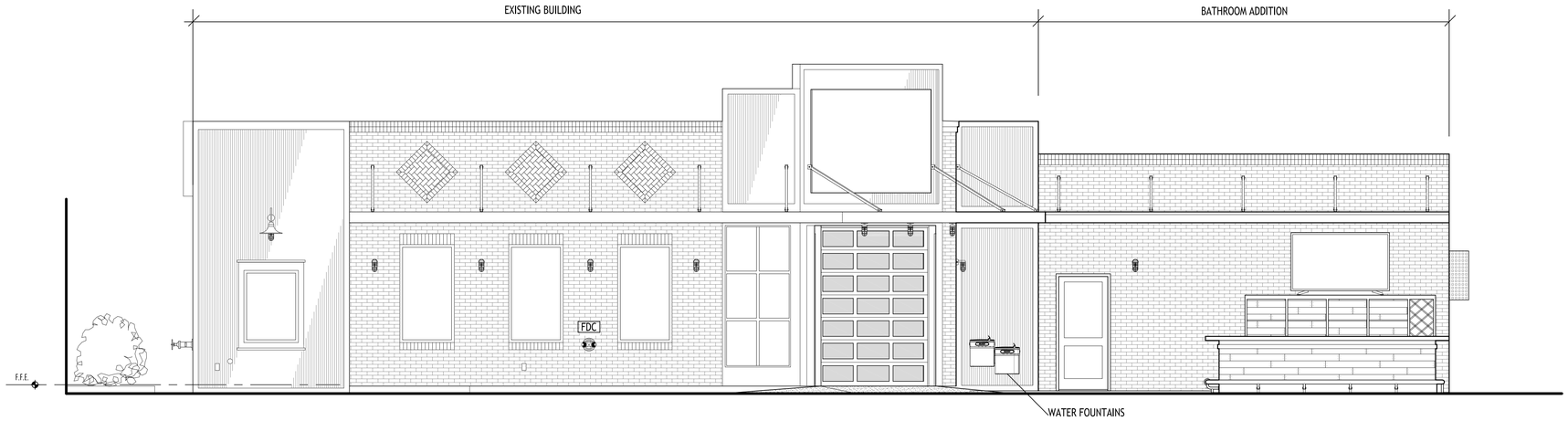
The Velvet Ditch Seafood & Bar
The Velvet Ditch
430 South Lamar Boulevard
Oxford, Mississippi 38655

Alternate Site Plan

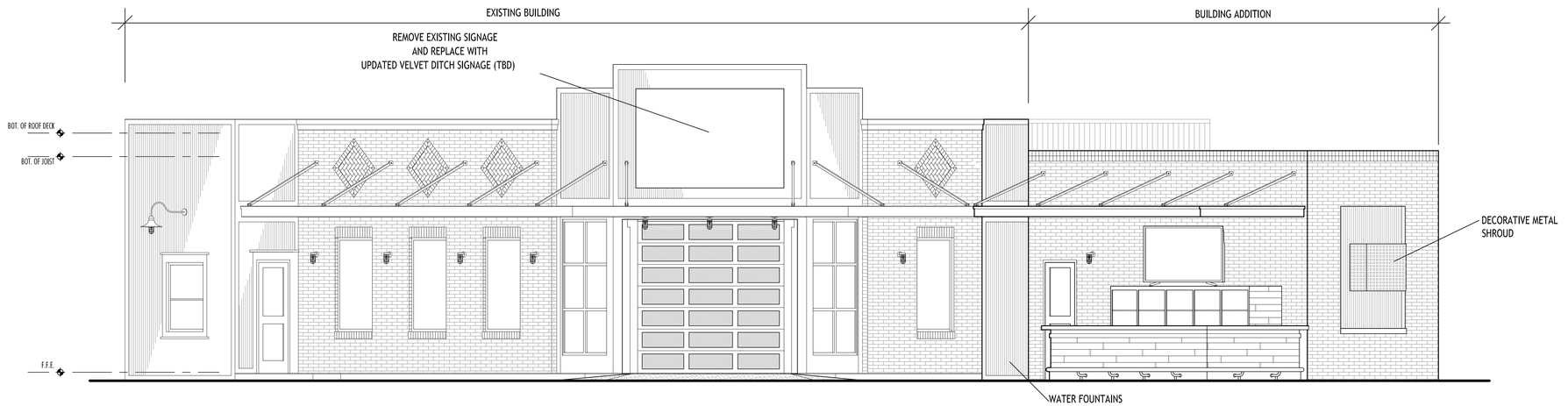
SHEET NUMBER
C1.0R2



1 A2.0R East Elevation (South Lamar Blvd.)
SCALE: 1/4" = 1'-0"



2 A2.0R South Elevation (University Ave)
SCALE: 1/4" = 1'-0"



3 A2.0R Elevation from SE Corner (Intersection of South Lamar Blvd. and University Ave.)
SCALE: 1/4" = 1'-0"

HOWORTH & ASSOCIATES ARCHITECTS
PO Box 1569 • Oxford, Mississippi 38655 • 662.234.7444 • www.howortharch.com

REVISED SITE PLAN SUBMISSION
ISSUE DATE: September 6, 2024
REVISION DATE

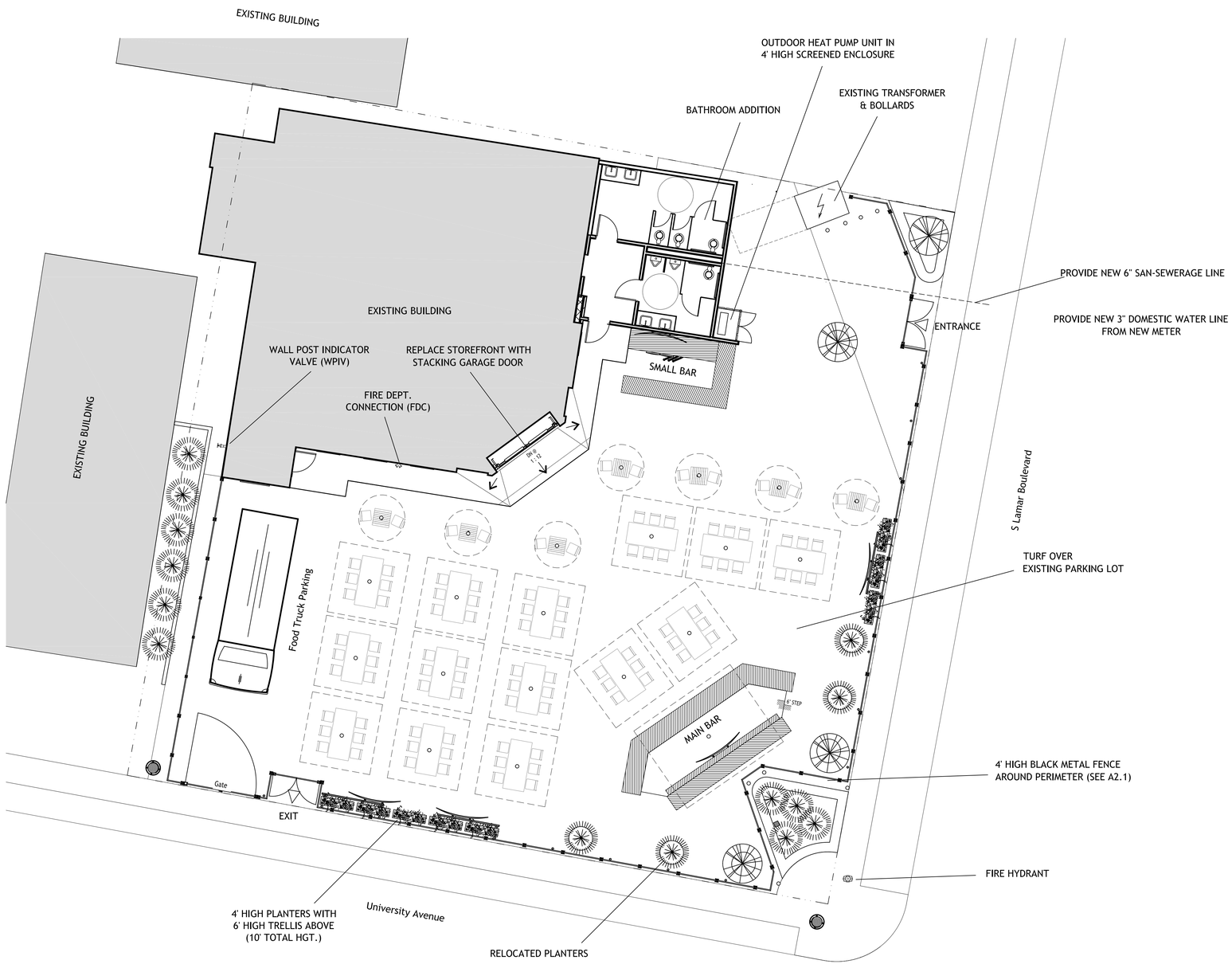
P. N. : 2024-16

Consultants:

The Velvet Ditch Seafood & Bar
The Velvet Ditch
430 South Lamar Boulevard
Oxford, Mississippi 38655

Revised Building Elevations

SHEET NUMBER
A2.0R



1 C1.0R Site Plan
SCALE: 1/8" = 1'-0"

NORTH

HOWORTH & ASSOCIATES ARCHITECTS
PO Box 1569 • Oxford, Mississippi 38655 • 662.234.7444 • www.howorthARCH.com

.\TH digroast blue.jpg

SITE PLAN SUBMISSION
ISSUE DATE: August 30, 2024
REVISION DATE

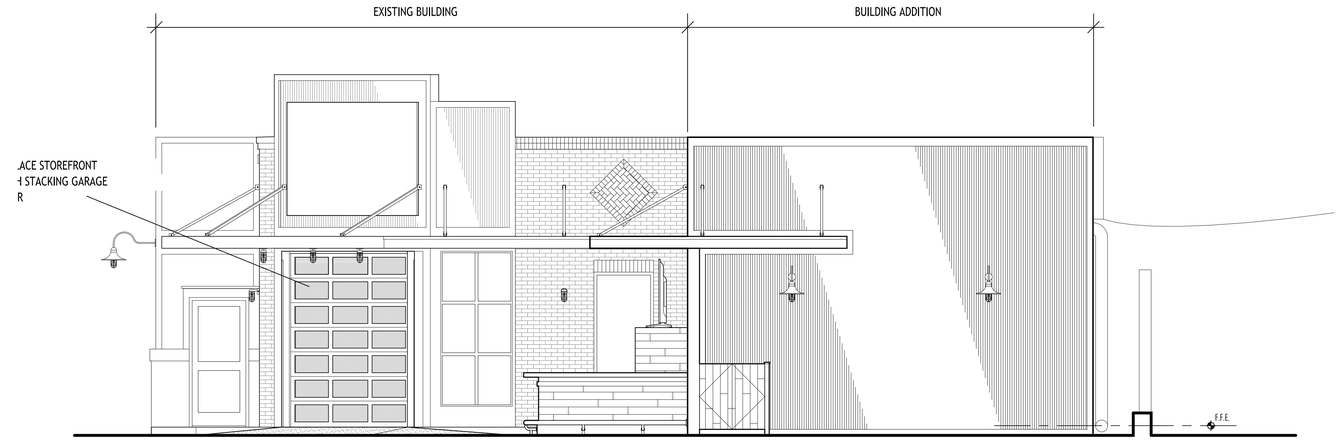
P. N. : 2024-16

Consultants:

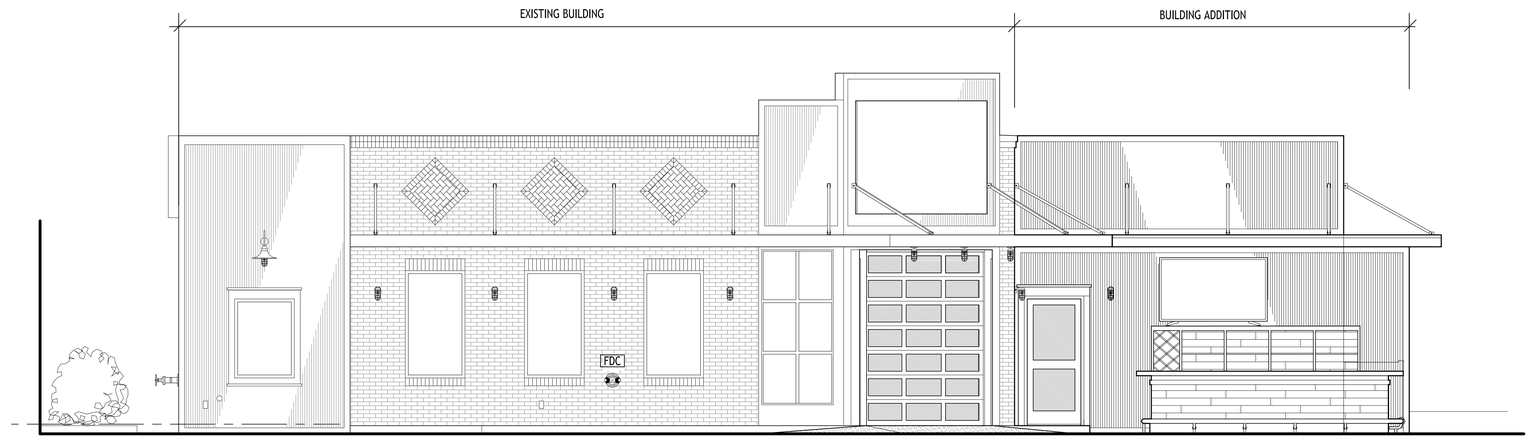
The Velvet Ditch Seafood & Bar
The Velvet Ditch
430 South Lamar Boulevard
Oxford, Mississippi 38655

Site Plan

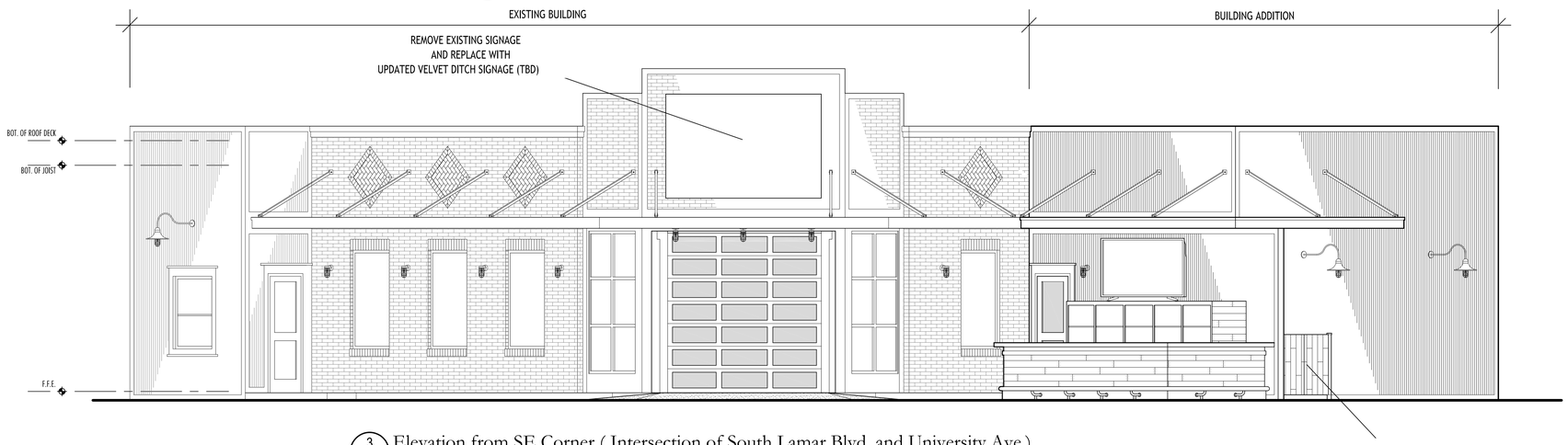
SHEET NUMBER
C1.0R



1 A2.0R East Elevation (South Lamar Blvd.)
SCALE: 1/4"=1'-0"



2 A2.0R South Elevation (University Ave)
SCALE: 1/4"=1'-0"



3 A2.0R Elevation from SE Corner (Intersection of South Lamar Blvd. and University Ave.)
SCALE: 1/4"=1'-0"

HOWORTH & ASSOCIATES
ARCHITECTS
PO Box 1569 • Oxford, Mississippi 38655 • 662.234.7444 • www.howortharch.com

\Thi digroseal block.jpg

SITE PLAN SUBMISSION
ISSUE DATE: August 30, 2024
REVISION DATE

P. N.: 2024-16

Consultants:

The Velvet Ditch Seafood & Bar
The Velvet Ditch
430 South Lamar Boulevard
Oxford, Mississippi 38655

Revised Building Elevations

SHEET NUMBER
A2.0R

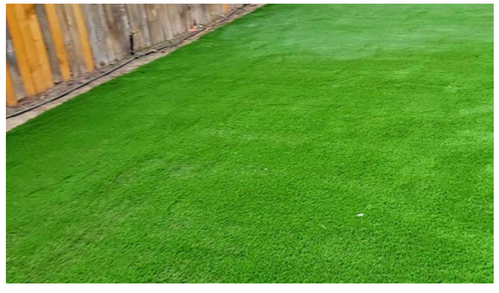
1 A0.0 Proposed Chairs 01
NO SCALE

2 A0.0 Proposed Chairs 02
NO SCALE

3 A0.0 Proposed Tables
NO SCALE

4 A0.0 Proposed Planters and Trellis
NO SCALE

5 A0.0 Proposed Fence
NO SCALE



6 A0.0 Proposed Artificial Turf
NO SCALE

7 A0.0 Proposed Umbrellas
NO SCALE

HOWORTH & ASSOCIATES ARCHITECTS
PO Box 1569 • Oxford, Mississippi 38655 • 662.234.7444 • www.howortharch.com

\TH signseal blues.jpg

SITE PLAN SUBMISSION
ISSUE DATE: August 30, 2024
REVISION DATE

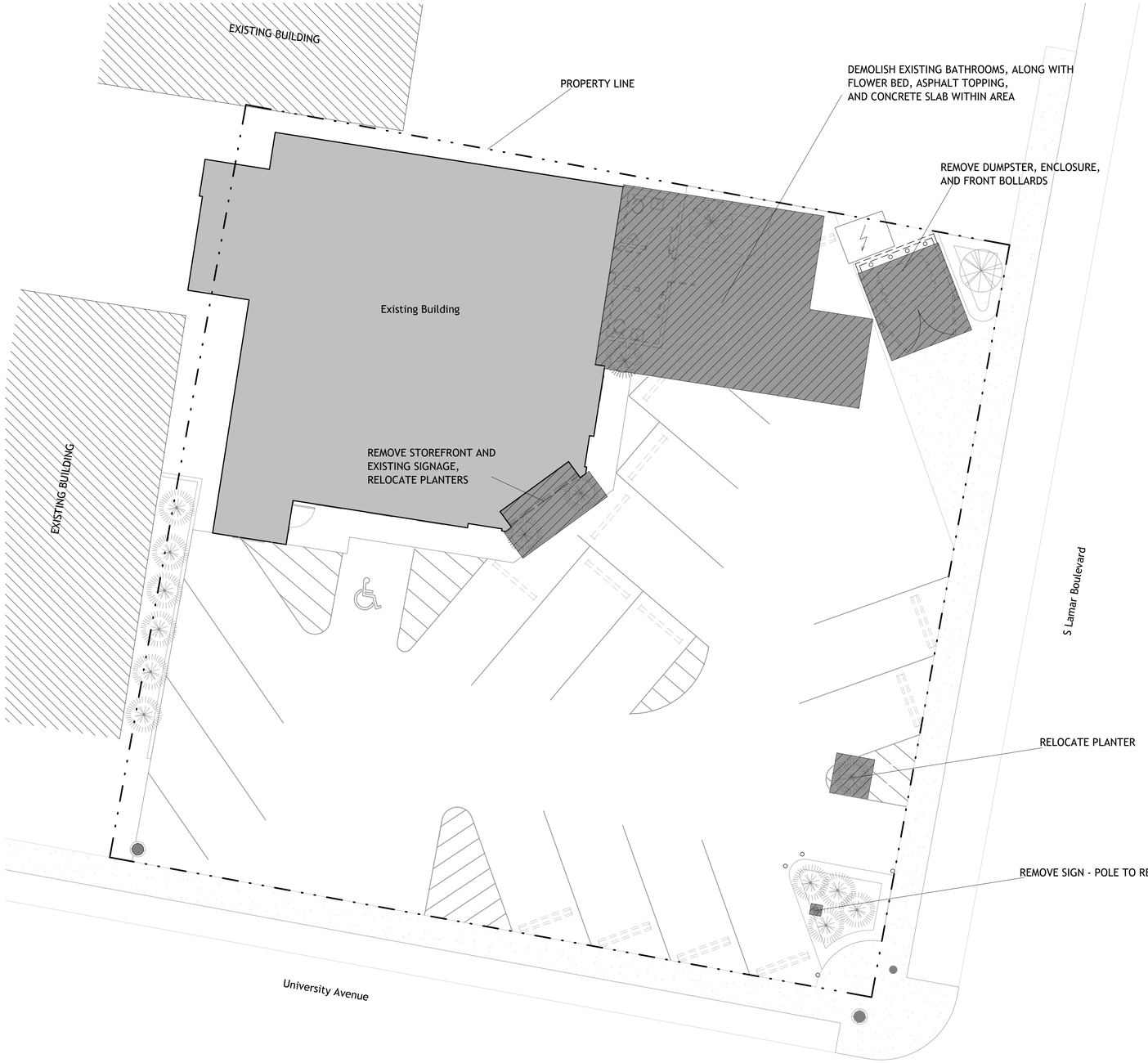
P. N. : 2024-16

Consultants:

The Velvet Ditch Seafood & Bar
The Velvet Ditch
430 South Lamar Boulevard
Oxford, Mississippi 38655

Site Furniture and Accessory Photos

SHEET NUMBER
A0.0



Howorth & Associates
ARCHITECTS
Post Office Box 1569 . Oxford, MS . 38655
662.234.7444 . fax 662.234.0008 . www.howortharch.com

Site Plan Submission

ISSUE DATE:	16 July 2024
REVISION	DATE

2024-16

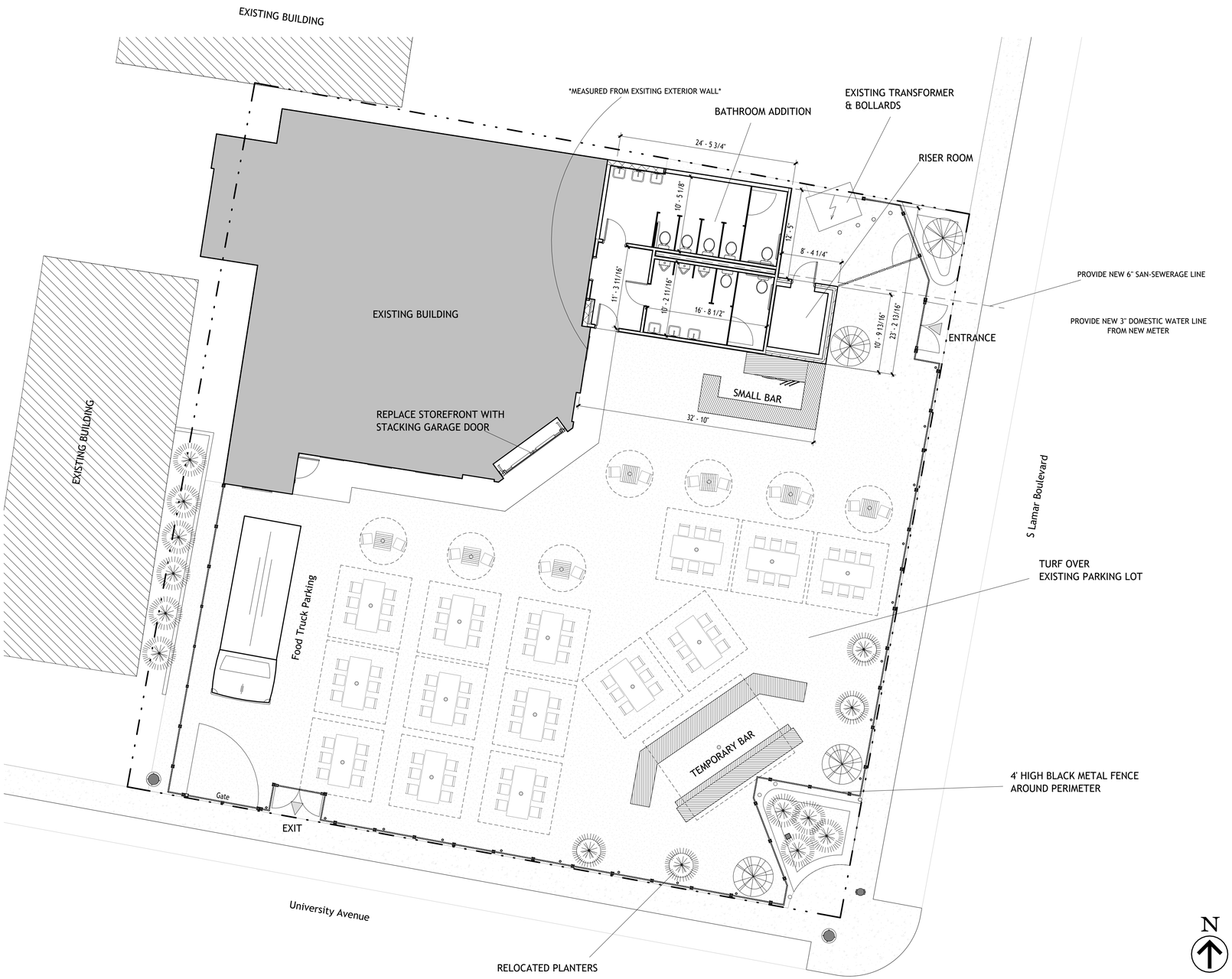
The Velvet Ditch Seafood & Bar

The Velvet Ditch

430 South Lamar Blvd.
Oxford, Mississippi 38655

Demo Plan

A1



Howorth & Associates
ARCHITECTS
Post Office Box 1569 . Oxford, MS . 38655
662.234.7444 . fax 662.234.0008 . www.howortharch.com

Site Plan Submission
ISSUE DATE: 16 July 2024
REVISION DATE

2024-16

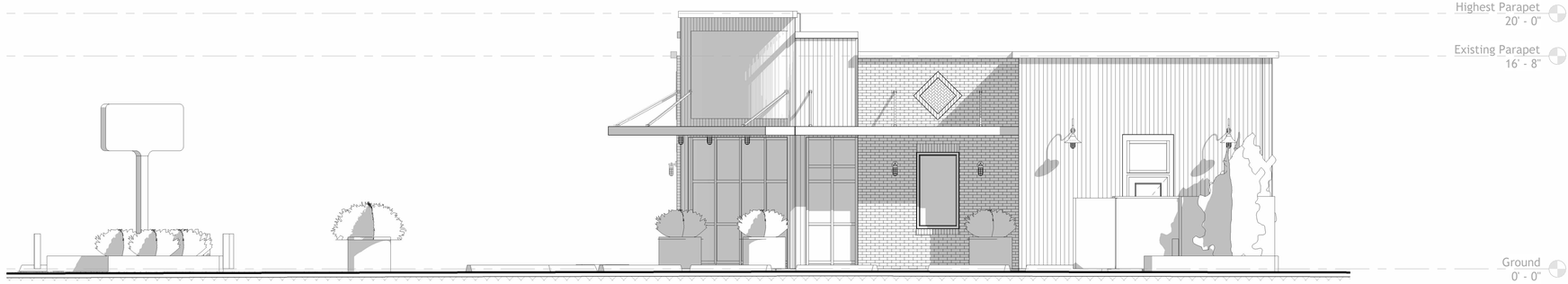
The Velvet Ditch Seafood & Bar

The Velvet Ditch

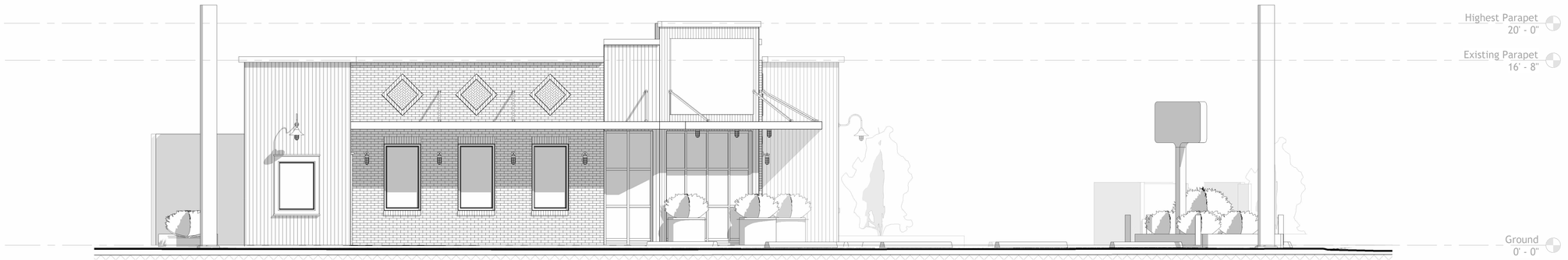
430 South Lamar Blvd.
Oxford, Mississippi 38655

Site Plan

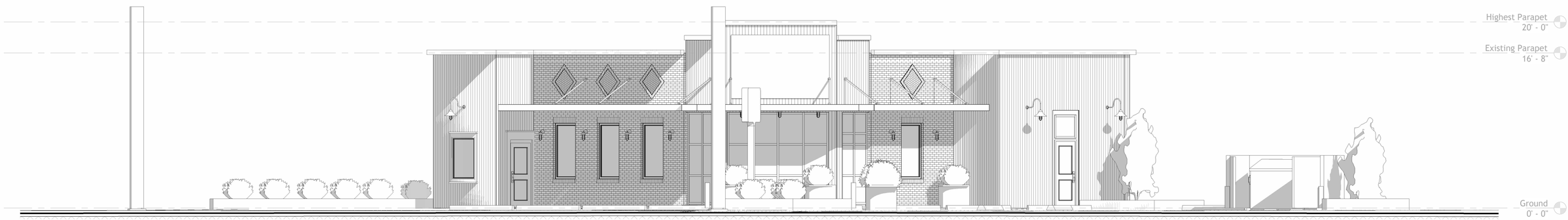
A2



1 EXISTING ELEVATION (UNIVERSITY AVENUE)
3/16" = 1'-0"



2 EXISTING ELEVATION (SOUTH LAMAR BLVD.)
3/16" = 1'-0"



3 EXISTING ELEVATION (SOUTH LAMAR BLVD. & UNIVERSITY AVENUE)
3/16" = 1'-0"

0 2.7' 5.3' 10.7'
0 2"
3/16" = 1'-0"

Howorth & Associates
ARCHITECTS
Post Office Box 1569 . Oxford, MS . 38655
662.234.7444 . fax 662.234.0008 . www.howortharch.com

Site Plan Submission

ISSUE DATE:	16 July 2024
REVISION	DATE

2024-16

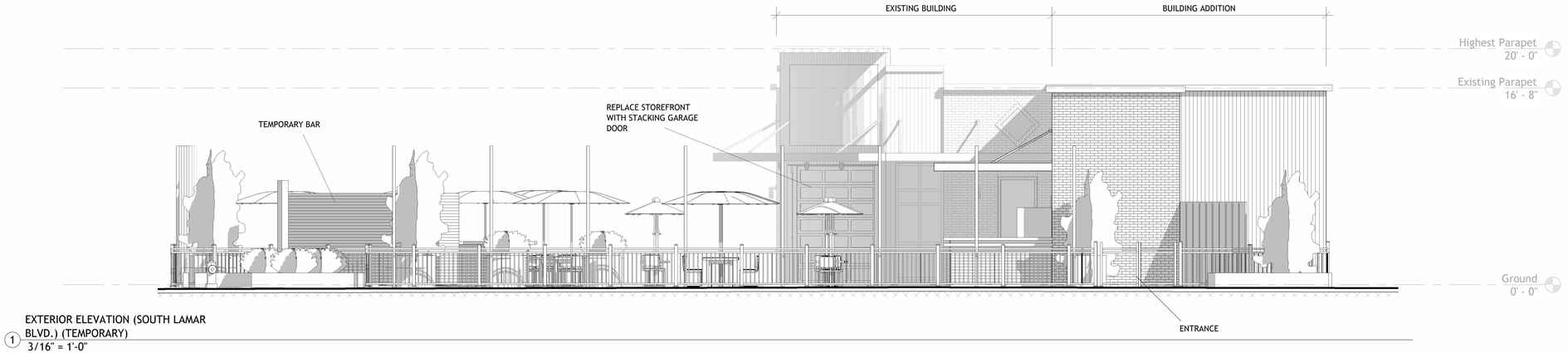
The Velvet Ditch Seafood & Bar

The Velvet Ditch

430 South Lamar Blvd.
Oxford, Mississippi 38655

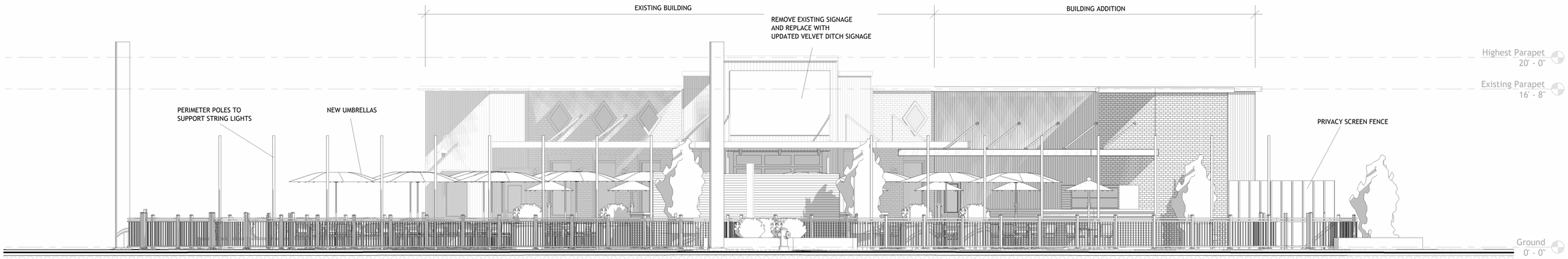
Existing Elevations

A3



1 EXTERIOR ELEVATION (SOUTH LAMAR BLVD.) (TEMPORARY)
3/16" = 1'-0"

2 EXTERIOR ELEVATION (UNIVERSITY AVENUE) (TEMPORARY)
3/16" = 1'-0"



3 EXTERIOR ELEVATION (SOUTH LAMAR BLVD. & UNIVERSITY AVENUE) (TEMPORARY)
3/16" = 1'-0"

0 2.7 5.3' 10.7'
0 2'
3/16" = 1'-0"

Howorth & Associates
ARCHITECTS
Post Office Box 1569 . Oxford, MS . 38655
662.234.7444 . fax 662.234.0008 . www.howortharch.com

Site Plan Submission
ISSUE DATE: 16 July 2024
REVISION DATE

2024-16

The Velvet Ditch Seafood & Bar
The Velvet Ditch
430 South Lamar Blvd.
Oxford, Mississippi 38655

Phase 1 Elevations

A4

APPLICABLE LAND DEVELOPMENT CODE ORDINANCES

1.2 Authority: This Code is promulgated under the authority of [MISS. CODE ANN.§§ 17-1-1 through 17-1-27], which delegates the powers necessary for municipalities to adopt zoning regulations designed to promote the public health, safety, and general welfare of its citizens.

1.5 Guiding principles: The Oxford guiding principles establish fundamental design and planning principles for Oxford's future growth. These principles shall guide day-to-day decisions of the governing authorities, boards and city staff.

1.5.1. Recognize Oxford's historic ways of town building and use those traditions to provide a framework for future growth.
1.5.4. Establish a densely-connected network of streets and roads to guide future growth that equally serves automobiles, pedestrians, bicycles and future possibilities of transit.
1.5.5. Relate existing and future development to the network of streets, roads and natural drainage areas, emphasizing appropriate mixes of land uses instead of single-use districts.

1.6 Objectives: This Code has been prepared in accordance with a comprehensive city plan and is enacted to preserve and promote the public health, safety and general welfare of the inhabitants of the City of Oxford and the public generally, and to encourage and facilitate the orderly growth and expansion of the municipality. These regulations were given substantial consideration as to the intended character of zoning districts, and their suitability for specific uses, with the intention of conserving the value of buildings and encouraging the most appropriate use of land throughout the city. Specifically, this Code is designed to:

1.6.4. Better control congestion in the streets including conflicts between vehicles, cyclists, and pedestrians.
1.6.5. Require adequate open space for traffic, recreation, drainage, light, and air.

9.2.1 Purpose of site plan review is to "ensure compliance with land development code and other ordinances as they apply to designated projects, to expedite procedures necessary for obtaining building permits; to provide the developer with one central review of his development proposal; to conserve the time and efforts of city employees in various departments; and to provide for a speedy processing of applications for building permits on large scale and other projects."

9.2.10.2: In addition to such general considerations, said plan shall be approved only after a consideration of the following factors:

(a) Ingress and egress to the property and any proposed structures with particular reference to vehicular, bicycle and pedestrian safety, traffic flow and control, provision of services and servicing for utilities, and access in case of fire or catastrophe. The routing of vehicle traffic to and through minor residential streets is discouraged.
(e) Off-street parking and loading areas, with attention to automotive and pedestrian safety, traffic flow and control, access in case of fire and catastrophe, and screening and landscaping.

(f) Recreation and open spaces, with attention to the location, size, and development of the areas as to adequacy, effect on privacy of adjacent and nearby properties, and relationship to community-wide open spaces and recreation facilities.
(g) General site arrangement, amenities, and convenience, with particular reference to ensuring that appearance and general layout of the proposed development will be compatible and harmonious with properties in the general area and will not be so at variance with other development in the area as to cause a substantial negative impact on such property values.
(h) Disposal of waste: Adequate provision for the disposal of all solid, liquid and gaseous wastes and for the avoidance of odor and other air pollutants that may be generated at the site. All applicable pollution control standards shall be observed.
(i) Noise: All applicable regulations dealing with control of outside noise expected to be generated at the site shall be complied with.
(l) Traffic impact analysis. At the discretion of the public works department or when any proposed site plan is expected to generate over 100 peak trips, 500 trips in an average day. (See traffic generation threshold table in appendix.)
(m) Complete street plan. A complete street plan shall be submitted for consideration by public works that includes all existing and proposed infrastructure as it relates to the balancing of bicycle and pedestrian access within the proposed development and the connecting roadways. The plan should address how users on foot or bicycle will navigate into, around, and through the development in compliance with the alternative transportation goals stated in the Vision 2037 Comprehensive Plan.

Appendix Section A.7.: The site development plan required to be submitted under section 9.2 above and the requirement of these land development code regulations shall include the elements below:

A.7.1.3. A dimensioned site plan based on exact survey and/or properly recorded plat(s) of the property drawn to scale of sufficient size to show:

(a) Exact location of all buildings and structures.
(b) All means of ingress and egress.
(c) A detailed landscape plan.
(d) Off-street parking and loading areas.
(e) Refuse collection areas.
(f) Access to utilities and points of utilities hookup.
(g) Natural features such as streams, lakes or other topographic features.

A.7.1.12. A traffic impact study/analysis at the discretion of the public works department or when any proposed site plan is expected to generate over 100 peak trips or 500 trips in an average day. (also required at A.8.1.9)

OXFORD
POLICE DEPARTMENT

Jeff McCutchen
Chief of Police
Sheridan Maiden
Deputy Chief

October 1, 2024

Board of Alderman Agenda Item - RFB for Police Vehicle Equipment

Approve Request for Bids for the FY25 Police Vehicle Equipment and Upfitting. Bids will close October 25, 2024 at 5:00 PM.

Oxford Police Department
Request for Bids
FY25 Oxford Police Vehicle Equipment and Upfitting

1. Purpose:
The Oxford Police Department is seeking bids for the purchase of police vehicle equipment and upfitting services for eight (8) Dodge Durango PPVs for FY25. This Request for Bids (RFB) follows Mississippi state government purchasing guidelines and is open to qualified vendors.

2. Scope of Work:
Provide equipment and upfitting services for police vehicles, including but not limited to (quantity is listed in parentheses):

- (8) Soundoff Signal nForce NXT Lightbar (48" – dual color front – blue/white & rear blue/amber)
- (8) Soundoff Signal Blueprint 500 Series Remote 200W Button Control System
- (16) Soundoff Signal 100J Series Speaker and Bracket
- (8) Soundoff Signal Blueprint Link Module for Dodge Durango
- (48) Soundoff Signal mPower 4" w/Quick Mount, blue/white
- (16) Soundoff Signal mPower 4" w/Stud Mount, blue/white
- (16) Soundoff Signal mPower 4" 90 Degree Mounting Bracket, black
- (16) Soundoff Signal mPower 4" w/Quick Mount, Red/Blue/White
- (8) Soundoff Signal External Breakout Box for LIN COMM
- (16) Soundoff Signal Durango Under Mirror Mount Bracket
- (8) Hammerhead Push Bar with Fender Protectors, Dodge Durango
- (8) Setina #10DXL Coated Poly Partition, Dodge Durango
- (8) Setina Door Panel TPO, Dodge Durango
- (8) Setina Window Barrier Poly Tinted, Dodge Durango
- (8) Setina #12VS Coated Poly Partition, Dodge Durango
- (8) Setina D T-Rail Mount (Shotgun and AR Rifle)
- (8) Havis Console Box, Dodge Durango (C-VS-1900-DUR-PM-2)
- (8) Havis Self-Adjusting Double Cup Holder (CUP2-1001)
- (8) Havis Arm Rest – Mount to Side of Console Box (C-ARM-102)
- (8) Havis Heavy Duty Dash Mount, Dodge Durango (C-DMM-3024)
- (8) Havis Docking Station for Dell 7230 Tablet (DS-Dell-901)
- (8) Havis Premium Package – USB Keyboard w/Mount (PKG-KBM-106-1)
- (8) Havis Magnetic Mic Clip w/Side Mount Bracket (C-MMSU-L)
- (8) Python III K-Band Dual Package
- (8) E-Seek Driver's License Reader, M-260
- (8) Brother PocketJet 863 Thermal Printer w/USB C
- (8) Brother 14' Direct Wire 12 VDC Power Cord
- (8) Cradlepoint Advantage Router (MBA5-R980-5GD-A)
- (8) Panorama Antenna for Radio and Cradlepoint (GP-IN2680-LC)
- (8) Cat6A (or better) Cable (Havis Tablet Dock to Cradlepoint)
- (8) Cat6A (or better) Cable (Cradlepoint to Axon Fleet 3 Hub)
- (8) BlueSea 12 Circuit Fuse Block w/Ground Bus and Cover (or equivalent)
- (8) Any Miscellaneous Installation Supplies

- (8) Vendor Installation of Equipment

The Oxford Police Department will supply the following to the vendor for install in the vehicles (quantity is listed in parentheses):

- (8) Tait TM9400 Radio w/Remote Head (T02-00071-CAAB) and External Speaker (face plate provided by vendor)
- (8) Axon Fleet 3 Camera System w/Rewire Kit

3. Bid Submission Instructions:
All bids must include the following:

- **Vendor information** (company name, contact person, address, phone, email)
- **Detailed equipment specifications** (manufacturer, model numbers, etc.)
- **Cost breakdown** (itemized pricing for equipment and install)
- **Warranty information** (if any)

Submit all bids in a sealed envelope clearly marked **"FY25 Oxford Police Vehicle Equipment Bid"** by October 25, 2024 at 5:00 PM to the following address:

City of Oxford, MS
Attn: Jessi Tolleson
107 Courthouse Square
Oxford, MS 38655

4. Selection Criteria:
The City of Oxford, MS will evaluate bids based on the following criteria:

- **Price**
- **Vendor experience**
- **Warranty and post-installation support**

The City of Oxford, MS reserves the right to reject any and all bids.

5. Contact Information:
For any questions regarding this bid, contact:

Hildon Sessums
Captain, Oxford Police Department
Phone: 662-232-2400
Email: hsessums@oxfordpolice.net

OXFORD
POLICE DEPARTMENT

Jeff McCutchen
Chief of Police
Sheridan Maiden
Deputy Chief

October 1, 2024

Board of Alderman Agenda Item - 4 New Axon Officer Safety 7+ Plans

Approve Axon contract to add 4 new body cameras, tasers, and unlimited data for the 4 new officers allocated to OPD .

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-569401-45559.688JH

Issued: 09/24/2024

Quote Expiration: 10/15/2024

Estimated Contract Start Date: 11/01/2024

Account Number: 140284

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Oxford Police Dept. - MS 715 Molly Barr Rd Oxford, MS 38655-2158 USA	Oxford Police Dept. - MS 715 Molly Barr Rd Oxford MS 38655-2158 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jake Haddon Phone: Email: jhaddon@axon.com Fax:	Hildon Sessums Phone: (662) 232-2400 Email: hsessums@oxfordpolice.net Fax: (662) 232-2314

Quote Summary

Program Length	101 Months
TOTAL COST	$126,363.52
ESTIMATED TOTAL W/ TAX	$126,363.52

Discount Summary

Average Savings Per Year	$722.68
TOTAL SAVINGS	$72,990.68

Payment Summary

Date	Subtotal	Tax	Total
Oct 2024	$17,685.76	$0.00	$17,685.76
Mar 2025	$13,584.72	$0.00	$13,584.72
Mar 2026	$13,584.72	$0.00	$13,584.72
Mar 2027	$13,584.72	$0.00	$13,584.72
Mar 2028	$13,584.72	$0.00	$13,584.72
Mar 2029	$13,584.72	$0.00	$13,584.72
Mar 2030	$13,584.72	$0.00	$13,584.72
Mar 2031	$13,584.72	$0.00	$13,584.72
Mar 2032	$13,584.72	$0.00	$13,584.72
Total	**$126,363.52**	**$0.00**	**$126,363.52**

Quote Unbundled Price:	**$199,354.20**
Quote List Price:	**$132,362.92**
Quote Subtotal:	**$126,363.52**

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									
73976	TRUE UP - OFFICER SAFETY PLAN 7 PLUS TRUE UP 1	4	9		$26.25	$26.25	$945.00	$0.00	$945.00
M00007	BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	4	101	$483.30	$317.48	$302.63	$122,262.52	$0.00	$122,262.52
A la Carte Hardware									
AB3C	AB3 Camera Bundle	4			$789.00	$789.00	$3,156.00	$0.00	$3,156.00
Total							**$126,363.52**	**$0.00**	**$126,363.52**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB3 Camera Bundle	11508	AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE	5	1	10/01/2024
AB3 Camera Bundle	11534	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)	5	1	10/01/2024
AB3 Camera Bundle	73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	4	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	100126	AXON VR - TACTICAL BAG	1	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	1	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	100833	AXON VR - CONTROLLER - TASER 7	1	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	101294	AXON VR - TABLET	1	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	101299	AXON VR - HOLSTER - T7 BLACKHAWK GRAY RH	1	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	101300	AXON VR - TABLET CASE	1	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	4	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	4	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	20160	AXON TASER 7 - HOLSTER - SAFARILAND RH+CART CARRIER	4	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	20378	AXON VR - HEADSET - HTC FOCUS 3	1	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	8	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	12	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	12	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	8	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	8	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	8	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	4	1	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-	4	1	10/01/2024

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
		DEGREE) NS			
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	8	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	8	1	10/01/2025
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	8	1	10/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	8	1	10/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	8	1	10/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	8	1	10/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	100210	AXON VR - TAP REFRESH 1 - TABLET	1	1	04/01/2027
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	1	1	04/01/2027
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	04/01/2027
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	04/01/2027
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	4	1	04/01/2027
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	8	1	10/01/2027
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	8	1	10/01/2027
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	8	1	10/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	8	1	10/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	100211	AXON VR - TAP REFRESH 2 - TABLET	1	1	10/01/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	1	1	10/01/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	1	1	10/01/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	20374	AXON VR - TAP REFRESH 2 - HEADSET	1	1	10/01/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	4	1	10/01/2029
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	4	1	04/01/2030
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	100212	AXON VR - TAP REFRESH 3 - TABLET	1	1	04/01/2032
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	1	1	04/01/2032
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	1	1	04/01/2032
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	20375	AXON VR - TAP REFRESH 3 - HEADSET	1	1	04/01/2032
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	73345	AXON BODY - TAP REFRESH 3 - CAMERA	4	1	04/01/2032
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	73346	AXON BODY - TAP REFRESH 4 - CAMERA	4	1	03/01/2033

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	100801	AXON RECORDS - OSP LICENSE	4	11/01/2024	03/31/2033
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	4	11/01/2024	03/31/2033
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	4	11/01/2024	03/31/2033
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	4	11/01/2024	03/31/2033
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	73618	AXON COMMUNITY REQUEST	4	11/01/2024	03/31/2033
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	73638	AXON STANDARDS - LICENSE	4	11/01/2024	03/31/2033
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	73680	AXON RESPOND PLUS - LICENSE	4	11/01/2024	03/31/2033
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	4	11/01/2024	03/31/2033
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	40	11/01/2024	03/31/2033
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	4	11/01/2024	03/31/2033
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	73739	AXON PERFORMANCE - LICENSE	4	11/01/2024	03/31/2033
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	4	11/01/2024	03/31/2033

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	4
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	4

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	1	10/01/2025	03/31/2033
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	100213	AXON VR - EXT WARRANTY - TABLET	1	10/01/2025	03/31/2033
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	10/01/2025	03/31/2033
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	1	10/01/2025	03/31/2033
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	4	10/01/2025	03/31/2033
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	4	10/01/2025	03/31/2033
BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	4	10/01/2025	03/31/2033

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	715 Molly Barr Rd	Oxford	MS	38655-2158	USA

Payment Details

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	M00007	BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	4	$13,584.76	$0.00	$13,584.76
Upfront	73976	TRUE UP - OFFICER SAFETY PLAN 7 PLUS TRUE UP 1	4	$945.00	$0.00	$945.00
Upfront	AB3C	AB3 Camera Bundle	4	$3,156.00	$0.00	$3,156.00
Total				**$17,685.76**	**$0.00**	**$17,685.76**

Nov 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00007	BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	4	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Mar 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	M00007	BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	4	$13,584.72	$0.00	$13,584.72
Total				**$13,584.72**	**$0.00**	**$13,584.72**

Mar 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	M00007	BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	4	$13,584.72	$0.00	$13,584.72
Total				**$13,584.72**	**$0.00**	**$13,584.72**

Mar 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	M00007	BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	4	$13,584.72	$0.00	$13,584.72
Total				**$13,584.72**	**$0.00**	**$13,584.72**

Mar 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	M00007	BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	4	$13,584.72	$0.00	$13,584.72
Total				**$13,584.72**	**$0.00**	**$13,584.72**

Mar 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	M00007	BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	4	$13,584.72	$0.00	$13,584.72
Total				**$13,584.72**	**$0.00**	**$13,584.72**

Mar 2030						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Annual Payment 8	M00007	BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	4	$13,584.72	$0.00	$13,584.72
Total				**$13,584.72**	**$0.00**	**$13,584.72**

Mar 2031						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Annual Payment 9	M00007	BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	4	$13,584.72	$0.00	$13,584.72
Total				**$13,584.72**	**$0.00**	**$13,584.72**

Mar 2032						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Annual Payment 10	M00007	BUNDLE - OFFICER SAFETY PLAN 7 PLUS 10YR	4	$13,584.72	$0.00	$13,584.72
Total				**$13,584.72**	**$0.00**	**$13,584.72**

Sky-hero products are manufactured in European Union and are classified as military grade, transfer and re-export is strictly prohibited.

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.

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

9/24/2024

OXFORD
PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Aldermen

From: Ben Requet, AICP, Planning Director

Date: October 1, 2024

Re: Second Reading and Public Hearing of a Zoning Map Amendment request (Case #3131) by JWM Development, LLC. (JW McCurdy), to rezone +/- 26.06 acres from Traditional Neighborhood Business (TNB) and Neighborhood Residential (NR) to Suburban Multi-Family (SMF), and +/- .07 acres from Neighborhood Residential (NR) to Suburban Residential (SR) for property located on Old Taylor Road. (PPIN's #14967 & #34530)

Request: This is a request for a Zoning Map Amendment to rezone approximately +/- 26.06 acres from Traditional Neighborhood Business (TNB) and Neighborhood Residential (NR) to Suburban Multi-Family (SMF), and +/- .07 acres from Neighborhood Residential (NR) to Suburban Residential (SR) for property located on Old Taylor Road. At the September 9, 2024, Planning Commission meeting, a motion by Commissioner Smith to recommend approval of the requested rezoning to the Mayor and Aldermen that was seconded by Commissioner Murphy failed with a 3-4 vote (Ayes: Commissioners Smith, Murphy and Logan – Nays: Commissioners Rigby, Spragins, Alexander and Milam). Therefore, the Commission recommended denial of the requested rezoning.

Prior to the 2nd Reading and Public Hearing, the applicant has provided additional information to be considered by the Mayor and Board of Aldermen. This information is included in this packet.

Comments: The subject property is located on the west side of Old Taylor Road. It measures approximately +/- 31 acres, and it is zoned Traditional Neighborhood Business (TNB), Neighborhood Residential (NR) and Suburban Residential (SR). The property adjacent to the south is Falkner Flats, and the adjacent commercial properties include Dollar General, My Michelle's and Lapels. Currently, there are a few structures on the property, (it has been a family homesite/farm) but is primarily vacant. The applicant is requesting a Zoning Map Amendment to change the zoning for an area that measures 26.06 acres currently designated (TNB) Traditional Neighborhood Business and (NR) Neighborhood Residential to (SMF) Suburban Multi-Family, and an area measuring .07 acres currently designated (NR) Neighborhood Residential to (SR) Suburban Residential.

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

“Before a zoning board reclassifies property from one zone to another, there must be proof either:
(1) that there was a mistake in the original zoning, or (2) (a) that the character of the neighborhood has changed to such an extent as to justify reclassification, and (b) that there was a public need for rezoning.” (Burdine v. City of Greenville, 1999).

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

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

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

1. Shift in Neighborhood Character:
Overtime, neighborhoods evolve, and it is crucial for zoning regulations to reflect these changes. In the case of the property in question, the character of the surrounding area has shifted substantially. The City of Oxford has recently expanded its city limits significantly in and around the area. Although the property was already within the city limits, the expansion has created a more integrated and comprehensive urban landscape. This growth necessitates an update to the zoning to ensure cohesive development and proper utilization of the newly incorporated areas.

2. Completion of Oxford Way Construction:
Another significant factor contributing to the changed character of the neighborhood is the completion of Oxford Way and the development adjacent to roadway. Oxford Way provides a crucial east-west connection between S. Lamar Avenue and Old Taylor Road. This roadway significantly improves accessibility and traffic flow in the area, making the JWM Development property more viable and attractive for multi-family residential development. Rezoning the property to a higher residential density will align with the enhanced connectivity and support the increased residential demand anticipated from this new infrastructure.

3. Completion of Chucky Mullins Drive Construction:
Chucky Mullins Drive has been completed, providing a direct connection between Old Taylor Road and the University of Mississippi. This new connection increases accessibility and mobility for residents, students, and visitors, making the property a prime location for multi-family residential development. The rezoning to SMF will facilitate the creation of residential units that can cater to the needs of the University community and enhance the overall appeal of the area.

4. Development of a Gas Station on the Adjacent Property:
A gas station site plan has been approved on the adjacent property, which will necessitate the installation of a new traffic signal on Old Taylor Road. This development indicates an increase in commercial activity in the vicinity, further identifying the change in neighborhood character and justifying the request to rezone the property. This will ensure that residential development complements the commercial uses and benefits from the improved traffic management and proximity to essential services.

5. Approval of a Tax Increment Financing Plan (TIF) to Construct a Proposed North/South Connector Road:
A Tax Increment Financing Plan (TIF) has been approved to construct a new roadway from Oxford Way to Belk Drive, serving the Baptist Hospital. This new roadway will enhance connectivity to critical facilities such as the hospital, making the surrounding area more attractive for residential development. Rezoning the property to a higher density residential zoning will align with these infrastructure improvements and support the growth of the area as a residential and healthcare hub.

6. Increased Demand and Public Need:
There is a growing demand for housing and multi-family housing in Oxford, driven by the expanding population, University growth, and increased commercial activities. Rezoning the JWM Development property will help meet this demand by providing diverse housing options that are affordable and accessible, thus contributing to the overall housing supply and stability in the area.

The applicant also believes that there are other circumstances to justify the proposed zoning map amendment.
1. University of Mississippi Growth:
The University of Mississippi has experienced substantial growth in recent years, increasing its student enrollment, faculty, and staff numbers. This expansion has led to a heightened demand for housing options that are conveniently located near the campus. The JWM Development property is ideally situated to meet this demand, providing a strategic location for multi-family residential development.

2. Increased Enrollment and Housing Demand:
As enrollment at the University of Mississippi continues to rise, the need for nearby housing options has become more pressing. The existing housing market is struggling to keep pace with the influx of students, leading to higher rental prices and limited availability. Rezoning the JWM Development property to SMF will help address this shortfall by increasing the supply of housing units, thereby easing the pressure on the housing market.

3. Proximity to Campus:
The JWM Development property's proximity to the University of Mississippi makes it an ideal location for suburban multi-family housing. The short commute to campus will be highly attractive to students, faculty, and staff, providing convenient and accessible living options. This

proximity supports the university community by reducing travel times and improving the overall quality of life for residents.

4. Economic and Social Benefits:
The influx of university students and staff will bring economic benefits to the area, including increased local spending and job creation. The development of SMF housing will cater to this demographic, providing affordable and accessible living options. Additionally, the diverse population will contribute to the social fabric of the community, enhancing its vibrancy and inclusivity.

In conclusion, the rezoning of the 30.73-acre parcel of property owned by JWM Development to higher density residentially zoned property is essential to accommodate the significant changes and evolving conditions in the City of Oxford. The expansion of city limits, construction of new roadways, newly approved site plans, and the completion of key infrastructure projects have transformed the area, making it necessary to update the zoning to reflect the current and future development potential. The rezoning will support cohesive and strategic growth, ensuring that the property is utilized in a manner that benefits the community, meets housing demands, and aligns with the City's development goals.

Mistake: There is no mistake in this instance.

Staff Comments: The applicant points out that since that time, there have been changes in the character of the neighborhood including an annexation, the construction of Oxford Way, Belk Boulevard, Chucky Mullins Drive, and a planned connection from Old Taylor Road to Belk Boulevard near the hospital, and the approval of a service station at the adjacent property that requires the installation of several traffic improvements including a traffic signal. This traffic signal may create access limitations for this site, presenting challenges with the viability of commercial development here.

Staff believes a critical element to the change in the neighborhood is that the property was approved for a rezoning to allow a Traditional Neighborhood Development prior to the comprehensive rezoning in 2017. This TND was required by the Land Development Code to provide a mix of uses in a center, with dense housing near the center, and with moderate dense housing in the edge of the development.

When evaluating the zoning for this property in 2017, it seemed logical to designate this property with underlying zoning consistent with the development proposal. However, the development never moved forward and the TND overlay reverted back to the underlying zoning (current zoning of TNB, NR and SR) after building permits were not issued after 24 months. The property is surrounded by multi-family housing in the area. Faulkner Flats, The Mark, The Domain, The Azul, The Archive and Taylor Bend are all near this site. As the community has seen over the past few years, there is considerable demand and need for housing in Oxford as the University enrollment has grown considerably since COVID. A multi-family facility at this location is in close proximity to the Ole Miss campus, and could provide much needed housing for the Oxford community.

Recommendation: Staff believes that there is sufficient evidence of change and need to support the rezoning of this property as requested.

Planning Commission Meeting (September 9, 2024)

A link to the recording of the September 9th, 2024, Planning Commission meeting is provided below. As this meeting was held on Monday, the draft minutes are still in production. Public comment provided by email prior to the meeting is included in this document.

Case #3131 - Old Taylor Road Rezone (This item should begin at 1:55:39)

Planning Commission Recommendation:

At the September 9, 2024, Planning Commission meeting, a motion by Commissioner Smith to recommend approval of the requested rezoning to the Mayor and Aldermen that was seconded by Commissioner Murphy failed with a 3-4 vote (Ayes: Commissioners Smith, Murphy and Logan – Nays: Commissioners Rigby, Spragins, Alexander and Milam). Therefore, the Commission recommended denial of the requested rezoning.

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

Rezoning Request

JWM Development, LLC (JW McCurdy)

Old Taylor Road (PPIN'S #14967 & #34530)

October 1, 2024

Introduction

Oxford's explosive growth and the University's record-high enrollment and its aggressive entrance into the Oxford rental market through master leases have pushed the demand for housing to a crisis point. Although Oxford loves its students, many areas in Oxford are simply incompatible with student housing. Thus, when a site like this arises and presents the opportunity to address housing needs – in the right location – we must make sure to support this growth. By granting this rezoning, Oxford can create hundreds of new housing units, easing the strain on the market and ensuring the city grows in a way that meets the needs of all its residents.

Zoning History of Comer Property

The current zoning of this property is a bit of an anomaly. The zoning was tied to a proposed development that never happened, and, at the First Reading of this rezoning request on September 17, City Planner Ben Requet explained why this unusual circumstance is another reason City Staff support this rezoning request.

In short, Mr. Braxton Comer owned this property since 1987, but around 2017, some out-of-state developers came to him with a complicated development idea for the property. To make their development work – to make the sale happen for Mr. Comer - the developers told Mr. Comer that they needed the property to use Oxford's TND framework. This all happened right about the same time as Oxford's Comprehensive Rezoning, so the City, at that time thinking the development would move forward, designated the underlying zoning on the land to match what those out-of-state developers needed.

But, then, the development never happened.

As a result, Mr. Comer was left with a relatively small piece of property with three different zoning designations. At the First Reading, Ben explained, "And as such, when the Comprehensive Rezoning took place, the underlying zoning was prescribed the three different zones that we have now. And that was to coincide with what the TND did approve, which is not typical. We have very few properties that have multiple zoning districts across them… It's difficult to market a site that has three different zonings on it for development purposes."

Thus, the zoning to be changed is based on a specific failed development, and changing it does not contradict the City's overall development plans. In fact, this rezoning will get rid of that anomalous zoning and put the property back in sync with its surrounding uses.

One final result of this unique situation is that this rezoning, since it based upon such an odd set of facts, does not set any type of precedent for other properties because, as Ben stated, there is no other property with these unusual underlying circumstances.

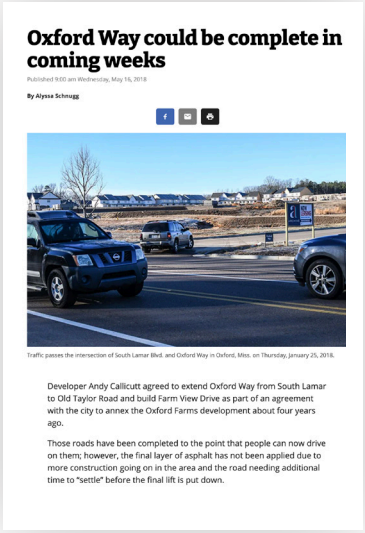
Legal Standard

Before a jurisdiction rezones, it must determine if it has the right to rezone. Only then is it appropriate for the jurisdiction to determine if it is right to rezone. In this case, the legal standard is easily met, and the City is well within its rights to use its discretionary zoning authority. The character of the neighborhood has changed well beyond what Mississippi case law requires, and the need for housing is indisputable. It is this need that so dramatically illustrates why this rezoning is so important.

Change in Character of Neighborhood.

The character of the neighborhood of the property has not merely changed - it has changed dramatically since this property was originally zoned, and the City's Staff Report to the Planning Commission provides at least five different examples proving this fact.

Project Engineer John Granberry provided the Planning Department with a map that vividly demonstrates the change in the surrounding area. Those changes include, at least



Oxford Way could be complete in coming weeks

Published 9:00 am Wednesday, May 16, 2018

By Alyssa Schnugg

Traffic passes the intersection of South Lamar Blvd. and Oxford Way in Oxford, Miss. on Thursday, January 25, 2018.

Developer Andy Callicutt agreed to extend Oxford Way from South Lamar to Old Taylor Road and build Farm View Drive as part of an agreement with the city to annex the Oxford Farms development about four years ago.

Those roads have been completed to the point that people can now drive on them; however, the final layer of asphalt has not been applied due to more construction going on in the area and the road needing additional time to "settle" before the final lift is put down.

(1) **Annexation:** The character of the neighborhood, like many in Oxford, has been changed significantly by City annexation. This growth necessitates an update to the zoning to ensure cohesive development and proper utilization of the newly incorporated areas.

(2) **Oxford Way Construction:** As corroborated by City Staff, "Another significant factor contributing to the changed character of the neighborhood is the completion of Oxford Way and the development adjacent to roadway. This roadway significantly improves accessibility and traffic flow in the area, making the JWM Development property more viable and attractive for multi-family residential development. Rezoning the property to a higher residential density will align with the enhanced connectivity and support the increased residential demand anticipated from this new infrastructure."

(3) **Chucky Mullins Drive Construction:** The completion of Chucky Mullins Drive provides a direct connection between Old Taylor Road and the University, a significant change in connectivity that did not exist at the time the property was originally zoned.

(4) **New Gas Station:** The Board has approved the site plan for a gas station directly adjacent to the property.

(5) **TIF-Financed Connector Road:** Approval of a Tax Increment Financing (TIF) plan to construct a proposed North-South Connector. Rezoning the property to a higher density residential zoning will align with these infrastructure improvements and support the growth of the area as a residential and healthcare hub.

(6) **Numerous New Developments:** The Archive, The Julep, Marlowe Condos, Sole, Village Station... these are all new developments since this property was originally zoned. Everything around the property has been developed, and this request merely updates the property to complement its surrounding properties.

village Station
OLD TAYLOR ROAD

ARCHIVE
OXFORD

Although these examples far surpass the Mississippi standard required for a “change in character,” Oxford’s Code of Ordinances actually allow the Board to take into consideration changes in the City “generally” – beyond just adjacent properties. The changes provided by the Applicant and City Staff are conservatively considered, with each restricted to the immediate and adjacent “neighborhood” of the property.

But Mississippi courts have declined to establish a bright line test for defining what constitutes a “neighborhood.” For example, in one case, the Court recognized that the “neighborhood” constitutes 25% of the municipality, two miles away and across an interstate. [1]

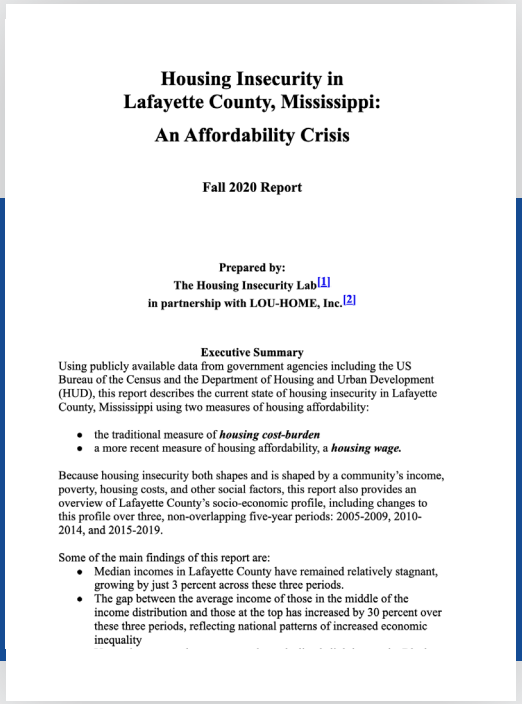
Thus, the “change in character” requirement of this rezoning analysis is easily met, and rezoning to respond to these changes is an appropriate – and good – application of the City’s zoning authority.

Public Need

The second requirement of a rezoning consideration requires proof that there is a public need for the rezoning. This issue is not in dispute and can be stated simply.

Is there a public need for more housing in Oxford?

This question is not in debate, and no reasonable person would challenge that, without a doubt, the need exists. However, it is this very need - this well-established crisis - that not only shows that this rezoning meets the legal standard, this need is the reason why it is such an important use of the City’s discretion to grant this rezoning.



Housing Insecurity in Lafayette County, Mississippi:

An Affordability Crisis

Fall 2020 Report

Prepared by:
The Housing Insecurity Lab[1]
in partnership with LOU-HOME, Inc.[2]

Executive Summary

Using publicly available data from government agencies including the US Bureau of the Census and the Department of Housing and Urban Development (HUD), this report describes the current state of housing insecurity in Lafayette County, Mississippi using two measures of housing affordability:

- the traditional measure of ***housing cost-burden***
- a more recent measure of housing affordability, a ***housing wage.***

Because housing insecurity both shapes and is shaped by a community’s income, poverty, housing costs, and other social factors, this report also provides an overview of Lafayette County’s socio-economic profile, including changes to this profile over three, non-overlapping five-year periods: 2005-2009, 2010-2014, and 2015-2019.

Some of the main findings of this report are:

- Median incomes in Lafayette County have remained relatively stagnant, growing by just 3 percent across these three periods.
- The gap between the average income of those in the middle of the income distribution and those at the top has increased by 30 percent over these three periods, reflecting national patterns of increased economic inequality

There is a *desperate need* for more housing in Oxford.

In just the last year, the University has taken out five master leases on housing communities in Oxford.

Those master leases took 1,156 beds out of Oxford’s market

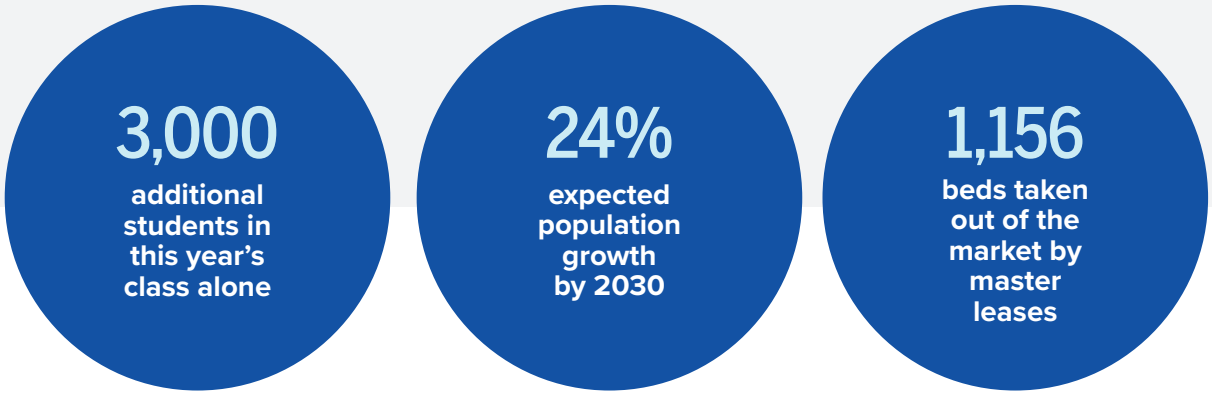
and reserved them exclusively for the University’s purposes, to be used at the University’s discretion.

[1] *Kuluz v. City of D’Iberville,* 890 So. 2d 938, 942 (Miss. Ct. App. 2004), *cert denied,* 2005 Miss. Lexis 9 (Miss. Jan. 6, 2005).

Last year, Kincannon Hall was demolished, and it previously provided 540 beds for students. In the immediate future, the University will take Crosby Hall offline, eliminating another 737 beds.

University enrollment is at its highest level ever, and it is growing at its fastest rate ever. The University is on a mission to maximize enrollment year after year, and they are succeeding immensely. But, this success puts a heavy strain on our housing stock.

Since COVID, enrollment has increased by the thousands, and the most recent class jumped by approximately 3,000 students.



On top of this, our local population is predicted to grow another 24% by 2030 – this in addition to a 102% population increase since 2000. In most studies, Oxford is ranked as a top three fastest growing college town in America.

Our housing market has borne the brunt of this growth, and it shows no sign of abating. Median home values have been estimated to have reached over $300,000, and the demand for rental housing of any kind is at a crisis level.

City Planner Ben Requet echoed this reality, "The property in this area is surrounded by multifamily housing, which includes Faulkner Flats, The Mark, The Domain, The Azul, The Archive, Taylor Bend, are all near this site. And as the community has seen over the past few years, there is considerable demand and a need for housing in Oxford as the university enrollment has continued to grow, especially since COVID. Multi-family facility at this location in close proximity to the campus and the trail could provide for much needed housing in the community."

The rezoning requested here could be repeated ten times over, and we still would not be able to address Oxford's housing needs… but obviously that does not mean we should not make dents where we can. Where property exists that is available for more housing, it is crucial that we take advantage of those opportunities. And, when we can address this need without negatively affecting the more historic and quaint parts of our town, it is the logical choice.

Increasing density is the national standard for the first step for a community trying to combat housing challenges, and refusing to increase density is commonly called "exclusionary zoning." "Exclusionary zoning places artificial constraints on supply … and contributes to rising housing costs."[2] Some jurisdictions have gone so far as to prohibit low density zoning, and even DeSantis's Florida has given incentives to communities who use these techniques to rapidly increase housing stock.

[2]The Brookings Institute; Jul. 15, 2021; Available at https://tinyurl.com/2c6fa2w7

The property in question here, under its current zoning, literally outlaws attached dwellings – requiring detached homes on a substantial portion - and, on the remaining portions, there are requirements for certain percentages to be detached or prohibitions on residential uses altogether. Although this may have made sense as an aspirational zoning years ago, it is precisely these types of self-inflicted housing restrictions that cities nationwide are sprinting to relax to help alleviate the housing crisis.

Oxford is fortunate to be so attractive to so many, but we must use our land in the most efficient way possible – particularly in those sites that solve problems without hurting the historic character of our community.

If Oxford can create hundreds more units of housing units with a simple "Aye" vote, it absolutely should!

Community Involvement

When a proposed development involves using previously unused property, objections are inevitable as most people, reasonably so, want to control not only their own property but also the property around them. Homeowners regularly fight for "trees they don't own," but a City like Oxford cannot afford to sit still in the face of our massive growth. However, throughout this process, the developers have worked diligently to attempt to address each and every concern brought forth and to balance them against the realities of a growing community and appropriate development of private property.

Trees

The property in question could be clear cut today regardless of this rezoning request, and rezoning or not will have zero effect on protecting the trees on the property.

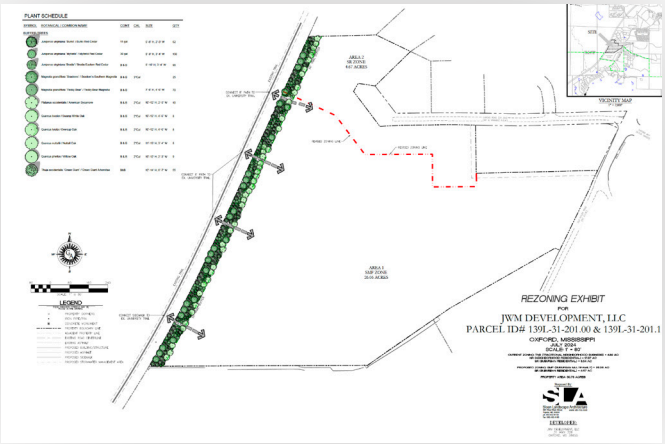
The City has robust tree mitigation ordinances, and those will apply to each and every tree on the property no matter what happens. Further, the University owns almost 500 acres of undeveloped property directly adjacent to this property, and our community is blessed that the University has chosen to keep this property a huge natural preserve that we can all use in the Whirlpool Trails.

Additionally, there is a fifty-foot buffer along the border of the Whirlpool Trail, and no one can touch it.

PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY
BUFFER TREES					
	Juniperus virginiana `Burkii` / Burkii Red Cedar	15 gal		6`-8` H, 2`-3` W	62
	Juniperus virginiana `Idyllwild` / Idyllwild Red Cedar	30 gal		8`-9` H, 3`-4` W	150
	Juniperus virginiana 'Brodie' / Brodie Eastern Red Cedar	B & B		8`-10` H, 3`-4` W	98
	Magnolia grandiflora `Brackens` / Bracken`s Southern Magnolia	B & B	3"Cal		25
	Magnolia grandiflora `Teddy Bear` / Teddy Bear Magnolia	B & B		7`-8` H, 4`-5` W	70
	Platanus occidentalis / American Sycamore	B & B	2"Cal	10`-12` H, 2`-3` W	10
	Quercus bicolor / Swamp White Oak	B & B	2"Cal	10`-12` H, 4`-5` W	8
	Quercus lyrata / Overcup Oak	B & B	2"Cal	10`-12` H, 4`-5` W	8
	Quercus nuttallii / Nuttall Oak	B & B	2"Cal	11`-13` H, 3`-4` W	8
	Quercus phellos / Willow Oak	B & B	2"Cal	10`-12` H, 2`-3` W	9
	Thuja occidentalis `Green Giant` / Green Giant Arborvitae	B&B		12`-14` H, 6`-7` W	55

However, some would say that this 500 acres plus buffer zone is not enough and that the City should reject any substantial development even well outside this buffer zone. As an example, the property under



consideration here stretches 1,300 feet from the buffer zone, and some have opposed this rezoning request for the entire property citing the need to "protect" the Whirlpool Trails.

The primary Whirlpool Trail buffer zone stretches for over a mile from Highway 6 south. The current buffer zone, thus, creates over a mile of buffer zone of unbuildable land which protects the trail. But, if this zone were extended as opponents of this rezoning are requesting, that would render basically ever piece of undeveloped property on the west side of Old Taylor Road from Highway 6 to the Mark as "off limits" in order to "protect the trails."

That is simply too much, and the existing protections of a 500 acre nature preserve, strict tree ordinances, and buffer zones do – and will do – their job to balance the need for nature and the need for growth.

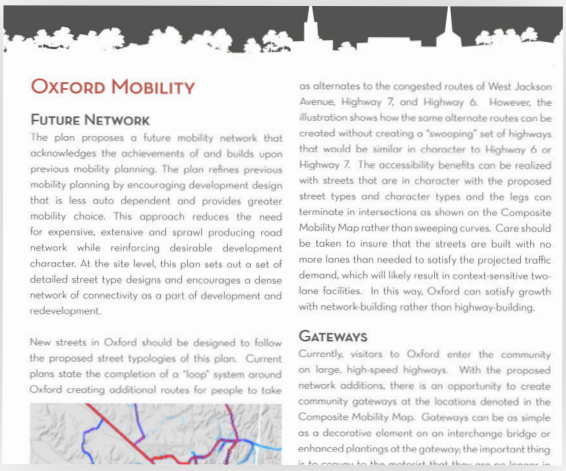
However, in response to community statements, the developers have committed to not merely not touching the Whirlpool Trail buffer, they have voluntarily committed to supplementing the buffer area substantially. Currently, the buffer is mostly kudzu and scrub brush, but the developers have proposed a tree supplementation plan which will add over 500 additional plantings in the buffer, including over 300 red cedars and 100 magnolias.

So, with regard to trees, the City is actually lucky to have local developers, from Oxford, who are willing to go above and beyond the ordinances to improve our natural resources

Traffic

The rezoning question at issue does not provide the right to anyone to commence any construction, and neither the Planning Commission nor the Board of Aldermen forsake any rights by merely making new construction potentially possible.

Similar to protecting trees, the City's ordinances and Site Plan review processes are exhaustive when it comes to traffic considerations, and, even with this rezoning, if a developer proposes to build on this property, he or she must address each and every traffic concern to the full satisfaction of the City – or no construction will be permitted.



OXFORD MOBILITY

FUTURE NETWORK

The plan proposes a future mobility network that acknowledges the achievements of and builds upon previous mobility planning. The plan refines previous mobility planning by encouraging development design that is less auto dependent and provides greater mobility choice. This approach reduces the need for expensive, extensive and sprawl producing road network while reinforcing desirable development character. At the site level, this plan sets out a set of detailed street type designs and encourages a dense network of connectivity as a part of development and redevelopment.

New streets in Oxford should be designed to follow the proposed street typologies of this plan. Current plans state the completion of a "loop" system around Oxford creating additional routes for people to take as alternates to the congested routes of West Jackson Avenue, Highway 7, and Highway 6. However, the illustration shows how the same alternate routes can be created without creating a "swooping" set of highways that would be similar in character to Highway 6 or Highway 7. The accessibility benefits can be realized with streets that are in character with the proposed street types and character types and the legs can terminate in intersections as shown on the Composite Mobility Map rather than sweeping curves. Care should be taken to insure that the streets are built with no more lanes than needed to satisfy the projected traffic demand, which will likely result in context-sensitive two-lane facilities. In this way, Oxford can satisfy growth with network-building rather than highway-building.

GATEWAYS

Currently, visitors to Oxford enter the community on large, high-speed highways. With the proposed network additions, there is an opportunity to create community gateways at the locations denoted in the Composite Mobility Map. Gateways can be as simple as a decorative element on an interchange bridge or enhanced plantings at the gateway; the important thing

Every proposed plan will come right back before the city for approval – or denial – before one pad is poured.

It is as simple as that, and it is not a challenge unique to this property. Developers carry the burden to prove that they can and will address traffic concerns – and they carry the cost. Old Taylor Road, with or without this development, is in need of improvement, and leveraging the private sector (a polite way of saying "make them pay for it") is completely appropriate.

Developers invite this burden, and developers will either solve it – or they will not build. But, in reality, what will happen, and what happens nationwide, is that the developer community will add roads, add connectivity, relieve traffic, and they will do it out of their own pockets. That is one less traffic concern where the City has to go pleading with the State for additional funding; it can get that funding right here at home.
But, even beyond Site Plan Review, Planning Commission President J.R. Rigby correctly pointed out, "…it does make sense to me to develop along the trail so that the trail can be used for pedestrian access to the University instead of piping everybody down Old Taylor road." This is consistent with the 2037 Vision which encourages transit-oriented development as a means of promoting sustainable, accessible and pedestrian-friendly communities.

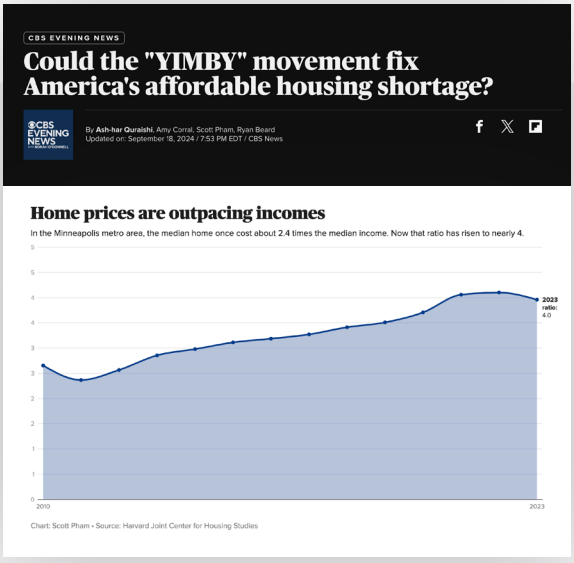
And, in this way, this proposed rezoning again conforms to the core principles of Vision 2037.

NIMBY-ism

NIMBY-ism or "Not In My Back Yard"-ism is inevitable in just about any community, and, unfortunately, Oxford is not immune to it. However, what Oxford has done differently is that it has created and uniformly enforced strong ordinances such that the City can tell developers, "Yes, we want you here. You'll have to follow our strict requirements, but, if you will do that, we are open for business." As shown by the City Staff's support of this rezoning, the developers in this case have done just that.

But, unfortunately, there are some in the community, usually people who live nearby, who, presumably, simply believe students should just live somewhere else. Well, this is not a big town, so that "somewhere else" is just going to be in our traditional family neighborhoods.

What Oxford has done such a good job of demonstrating is "YIMBY-ism," that is, "Yes! In My Back Yard"-ism. And, along those lines, the data show that more housing of any kind is a win for the community as a whole.



Affordable Housing

Although property in this area is unlikely to be used for traditional "affordable housing," it is a well established principle among affordable housing advocates and analysts that increasing a community's housing stock, of any kind, always increases affordability across the community - and this often has the greatest impact on those at or below area median incomes.

In his aptly titled study, "The Effect of New Market-Rate Housing Construction on the Low-Income Housing Market," Evan Mast found that aggressive production of market rate housing has a greater effect on affordable housing needs than even mandated inclusionary zoning. "Building housing sets off a process called a migration chain, as people leave their homes to move into new units.

When people vacate a given type of unit, it loosens the market for that type of unit, which lowers prices. Other people move into the newly vacant homes, leaving their previous units vacant, and the process repeats itself again and again."

It is no secret that Ole Miss's students are generally affluent, and if those students, using their parents money, are competing for the same houses as Oxford's working class, the students will win every time.

Mast's research showed that building 100 new market rate units opens up seventy units in neighborhoods earning below the area's median income.

This is basic supply-and-demand theory, and the more housing units Oxford has, the more prices will be restricted – and the more units will become available. For example, although students prefer to live in Greek houses or in amenity-rich apartments, if they cannot find units, which they currently cannot, they will move into Oxford's traditional family neighborhoods and "take" those houses from Oxford's long-term resident and working class population. It is very similar to the challenging effect created by the short-term rental market in Oxford. Landlords go to the highest bidder, effectively.

It is no secret that Ole Miss's students are generally affluent, and if those students, using their parents money, are competing for the same houses as Oxford's working class, the students will win every time.

Those in need of affordable or family housing in Oxford lose. But, the students are not going away, so it is crucial that we continue to provide them other places to live.

Conclusion

Housing is not a problem to be solved, but the City of Oxford has set up a framework to manage our "problems" well. Vision 2037, the City's ordinances, and a tireless City Staff have shown themselves to be critical, responsive, and downright agile in preparing for the emerging and growing challenges of our town's success. Zoning authority is a critical tool in that toolbox, and for this reason, we respectfully request that the Board support the City Staff's recommendation that this property be rezoned as requested. And, we look forward to building more high quality housing for our community.

Friday, September 27, 2024 at 10:10:40 Central Daylight Time

Subject: Fwd: PPIN'S #14967 & #34530 rezoning items
Date: Thursday, September 26, 2024 at 9:01:16 AM Central Daylight Time
From: JW McCurdy
To: Ben Requet, Hollis Green
CC: JW McCurdy
Attachments: YIMBY One Pager.pdf, EMail - Enrollment questions.pdf, George Walker Letter.pdf, PPIN 14967-34530 BUFFER SUPPLEMENTATION.pdf

Ben,

Could you please share the following things with the Board as appropriate?

- George Walker Letter.PDF - This property has two neighbors: George Walker and the University. Both are in support of this rezoning, and this attachment is Mr. Walker's support in writing. The University shared its support verbally with the Mayor and stated that she is free to restate their support.
- PPIN 14967-34530 BUFFER SUPPLEMENTATION.PDF - In response to community comments, we have committed to protecting the buffer and supplementing it extensively as shown in this attachment. As you know, this is over and above any ordinances, and this is a huge investment to improve the trail-property interface. But we are happy to have the opportunity to be good neighbors in this way.

Then, although I don't believe this needs to go to the Board, could you please supplement the record of this case with the following:

Item	Location
All prior submitted items	Various
2037 Vision Comprehensive Plan	https://oxfordms.net/planning-long-range-plans
Land Development Code	https://oxfordms.net/planning-land-development-code
City of Oxford Ordinances	https://oxfordms.net/business/code-of-ordinances
Video and transcript of Planning Commission	https://www.youtube.com/live/_f2pH-nmaw4?si=P44ThhOE11QOj46h
Video and transcript of First Reading	https://www.youtube.com/watch?v=_FhnRAYWDvA&t=193s
EMail - Enrollment questions.PDF	Attached to this email
Planning Maps	https://oxfordms.net/planning-maps

JW

--
CONFIDENTIALITY NOTICE: The information contained in this transmission may contain privileged and confidential information, including patient information protected by federal and state privacy laws. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution, or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

https://youtu.be/_FhnRAYWDvA

--
CONFIDENTIALITY NOTICE: The information contained in this transmission may contain privileged and confidential information, including patient information protected by federal and state privacy laws. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution, or duplication of this communication is strictly prohibited. If you are not the

intended recipient, please contact the sender by reply email and destroy all copies of the original message.

Yes, IN MY BACKYARD!

> **Building more housing of all kinds and increasing zoning density helps address affordable housing needs.**

Yes, In My Backyard!

More U.S. cities and states are starting to say "yes, in my backyard" as they struggle to meet the housing needs of growing populations. The "YIMBY" movement is a political effort to tackle the country's housing shortage by increasing the housing supply with strategies like changing zoning codes and other regulations that limit home density[1]

Reducing Rent $$

Market-rate production promotes housing affordability by slowing rent escalation or reducing rent prices. ... Increased availability relieves pressure on the existing housing stock. [2]

New Market Units Trigger *Movement*

The supply of new market rate units triggers moving chains that quickly reach middle- and low-income neighborhoods and individuals. Thus, new market-rate construction loosens the housing market in middle-and low-income areas even in the short run.[3]

Zoning Reform

Zoning reform opens opportunities for smaller, more affordable housing options, such as smaller homes and accessory dwellings.[4]

More *Affordable* Housing!

Market-rate housing makes nearby housing more affordable across the income distribution of rental units... The neighborhood-level benefits of market-rate development are promising and indicate an important role for both market and non-market solutions to the housing crisis.[5]

Construction *Loosens* the Market

New market-rate construction loosens the market for lower-quality housing... The migration ripple effects of new housing will affect a wide spectrum of neighborhoods and loosen the low-income housing market... Building 100 new market-rate units leads to 45 to 70 and 17 to 39 people moving out of below-median- and bottom-quintile-income tracts [6]

---

[1] *"CBS Evening News: 1Could the "YIMBY" movement fix America's affordable housing shortage?" by Ash-har Quraishi, Amy Corral, Scott Pham, Ryan Beard; Sep. 18, 2024; CBS Evening News*

[2] *"The Impact of New Market-Rate Housing on Neighborhood Affordability" by Nate Grein; Nov. 2022; Portland State University*

[3] *"City-wide effects of new housing supply: Evidence from moving chains" by Christina Bratu, Oskari Harjunen, Tuuka Saarimaa; Jan. 2023; Journal of Urban Economics*

[4] *"Rethinking Zoning to Increase Affordable Housing" by Allison Hanley; Dec. 12, 2023; Journal of Housing and Community Development*

[5] *"Research Roundup: The Effect of Market-Rate Development on Neighborhood Rents" by UCLA Lewis Center for Regional Policy Study; Aug. 2024*

[6] *"The effect of new market-rate housing construction on the low-income housing market" by Evan Mast; Jan. 2023; Journal of Economics*

Enrollment questions

9 messages

Stewart Rutledge <stewart.rutledge@rosedalecorporation.com> Wed, Sep 11, 2024 at 1:40 PM
To: <
Bcc: "J.W. McCurdy" <jw@mrconstructionoxford.com>

Could you give me some enrollment facts?

What was the Oxford campus enrollment in the Fall 2017 semester?
What is it in the Fall 2024 semester?

My goal is to better see and understand the changes since Fall 2017, so if you have any other tidbits or key facts about the change in that time, please do share.

Stewart

< Wed, Sep 11, 2024 at 2:59 PM
To: Stewart Rutledge <stewart.rutledge@rosedalecorporation.com>

Stewart,

Here are the overall enrollment numbers for each fall semester from 2017. This includes undergraduate, graduate, and professional. These numbers do not include UMMC, but the data sets available don't allow me to exclude the regional campuses like Booneville, Grenada, etc. (but those numbers are small).

In the years preceding 2017, there were some efforts to both slow growth and raise the academic profile of the incoming class. Consequently, enrollment started to decline when it was really intended to maintain and level out, compounded by football stumbling, then Covid hit. It's been a gradual climb out since.

2017 - 20,890
2018 - 20,274
2019 - 19,421
2020 - 18,668
2021 - 18,800
2022 - 19,869
2023 - 21,596
2024 - 24,000+

Hope this helps.

[Quoted text hidden]

Stewart Rutledge <stewart.rutledge@rosedalecorporation.com> Wed, Sep 11, 2024 at 3:02 PM
To: <
Bcc: "J.W. McCurdy" <jw@mrconstructionoxford.com>

That's awesome. Are you able to break that out by class (freshman, sophomore, etc)?

And, not to burden you, but would it be hard to go back to 2014? What about 2000?
[Quoted text hidden]

< Wed, Sep 11, 2024 at 3:09 PM
To: Stewart Rutledge <stewart.rutledge@rosedalecorporation.com>

I have it somewhere that goes back farther but I'm not finding it currently. 2003 is the farthest I can see at the moment. I can pull freshman class size but I don't have easy access to it all broken down by classification. Do you want freshman class size for a certain date range?

2003 - 13,780
2007 - 15,129
2011 - 18,224
2014 - 20,112
2015 - 20,827
2016 - 21,260

[Quoted text hidden]

Stewart Rutledge <stewart.rutledge@rosedalecorporation.com> Wed, Sep 11, 2024 at 3:10 PM
To: <

Whatever freshman class sizes you can give me without alot of work, the better.
[Quoted text hidden]

< Wed, Sep 11, 2024 at 3:23 PM
To: Stewart Rutledge <stewart.rutledge@rosedalecorporation.com>

2003 - 2427
2004 - 2276
2005 - 2192
2006 - 2570
2007 - 2473
2008 - 2377
2009 - 2576
2010 - 3095
2011 - 3569
2012 - 3373
2013 - 3582
2014 - 3809
2015 - 3969
2016 - 3984
2017 - 3697
2018 - 3438
2019 - 3243
2020 - 3037
2021 - 3584
2022 - 4482
2023 - 5240

2024 - won't be official until Nov. 1
[Quoted text hidden]

Stewart Rutledge <stewart.rutledge@rosedalecorporation.com> Wed, Sep 11, 2024 at 3:24 PM
To: <
Bcc: "J.W. McCurdy" <jw@mrconstructionoxford.com>

Wow... that's incredible.
[Quoted text hidden]

HERITAGE PROPERTIES
INCORPORATED

FAULKNER
F·L·A·T·S
APARTMENT HOMES

September 12, 2024

City of Oxford, Mississippi
Attention: Mayor Robyn Tannehill and Board of Aldermen
107 Courthouse Square
Oxford, Mississippi 38655

Re: Support for Old Taylor rezoning

Mayor and Board:

As the owner of the neighboring property to the property under consideration for rezoning in Cases 1912 and 2215, please accept this letter as my earnest support that you grant this rezoning request.

The City of Oxford, both through its Vision 2037 Plan and through diligent day-to-day planning and work by its staff and officials, has been incredibly proactive and thoughtful in balancing the various needs of the community. Most notably, housing is a need that, no matter how hard we attempt to solve it, it is a problem that just will not be solved.

However, I am grateful that the City has recognized that there are many opportunities to adapt to the massive influx of students by creating spaces for more housing. Old Taylor Road has served very well in that purpose, and I am pleased with the progress the City continues to make in that area.

As one of the primary adjacent property owners to the site under consideration, I would suggest that have a greater interest and keener insight than most into the considerations related to this rezoning, and I am confident that this rezoning is in the best interest of the community.

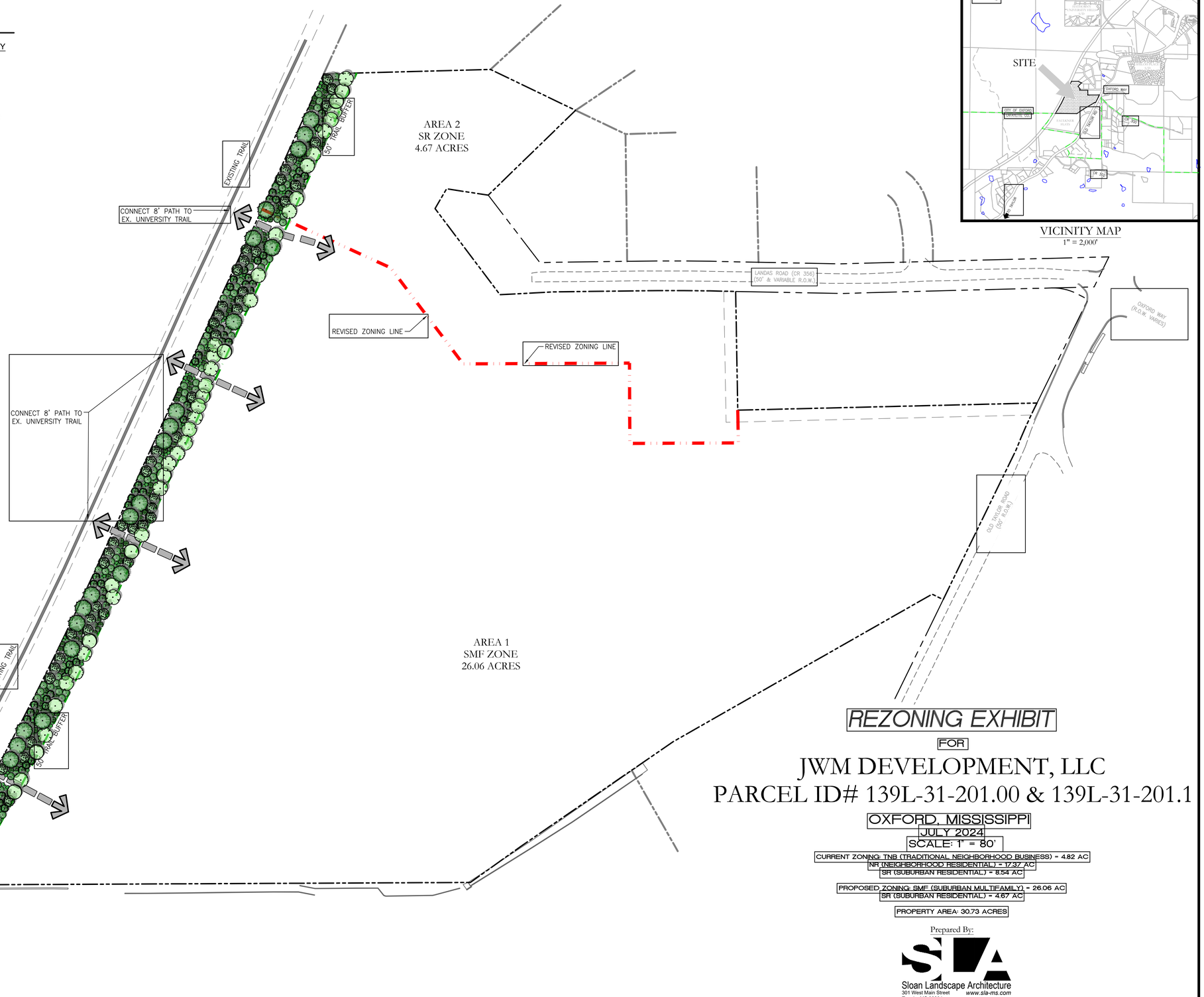
Thank you for the opportunity to comment, and thank you for continuing to proactively lead our City into the future.

Sincerely,

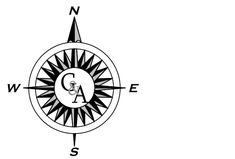
George Walker
Heritage Properties, Inc – CEO
Faulkner Falts – Managing Member

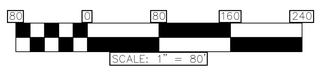
PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY
BUFFER TREES					
	Juniperus virginiana `Burkii` / Burkii Red Cedar	15 gal		6`-8` H, 2`-3` W	62
	Juniperus virginiana `Idyllwild` / Idyllwild Red Cedar	30 gal		8`-9` H, 3`-4` W	150
	Juniperus virginiana 'Brodie' / Brodie Eastern Red Cedar	B & B		8`-10` H, 3`-4` W	98
	Magnolia grandiflora `Brackens` / Bracken`s Southern Magnolia	B & B	3"Cal		25
	Magnolia grandiflora `Teddy Bear` / Teddy Bear Magnolia	B & B		7`-8` H, 4`-5` W	70
	Platanus occidentalis / American Sycamore	B & B	2"Cal	10`-12` H, 2`-3` W	10
	Quercus bicolor / Swamp White Oak	B & B	2"Cal	10`-12` H, 4`-5` W	8
	Quercus lyrata / Overcup Oak	B & B	2"Cal	10`-12` H, 4`-5` W	8
	Quercus nuttallii / Nuttall Oak	B & B	2"Cal	11`-13` H, 3`-4` W	8
	Quercus phellos / Willow Oak	B & B	2"Cal	10`-12` H, 2`-3` W	9
	Thuja occidentalis `Green Giant` / Green Giant Arborvitae	B&B		12`-14` H, 6`-7` W	55



VICINITY MAP
1" = 2,000'





LEGEND

THESE STANDARD SYMBOLS MAY BE FOUND IN THE DRAWING

- PROPERTY CORNERS
- IRON PIPE/PIN
- CONCRETE MONUMENT
- PROPERTY BOUNDARY LINE
- ADJACENT PROPERTY LINE
- EXISTING ROAD CENTERLINE
- EXISTING ASPHALT
- PROPOSED BUILDING/STRUCTURE
- PROPOSED ASPHALT
- PROPOSED SIDEWALK
- PROPOSED STORMWATER MANAGEMENT AREA

REZONING EXHIBIT

FOR

JWM DEVELOPMENT, LLC
PARCEL ID# 139L-31-201.00 & 139L-31-201.1

OXFORD, MISSISSIPPI

JULY 2024

SCALE: 1" = 80'

CURRENT ZONING: TNB (TRADITIONAL NEIGHBORHOOD BUSINESS) = 4.82 AC
NR (NEIGHBORHOOD RESIDENTIAL) = 17.37 AC
SR (SUBURBAN RESIDENTIAL) = 8.54 AC

PROPOSED ZONING: SMF (SUBURBAN MULTIFAMILY) = 26.06 AC
SR (SUBURBAN RESIDENTIAL) = 4.67 AC

PROPERTY AREA: 30.73 ACRES

Prepared By:

Sloan Landscape Architecture
301 West Main Street
Tupelo, MS 38804
ph: 662.432.4156
fax: 662.432.4160
www.sla-ms.com

DEVELOPER:

JWM DEVELOPMENT, LLC
31 HWY 328
OXFORD, MS 38655

GRANBERRY & ASSOCIATES
CIVIL ENGINEERING FIRM

1685 York Avenue, Memphis, TN 38104
(662) 312-9672

July 11, 2024

Mr. Ben Requet, AICP
Director of Planning
Planning Department
City of Oxford
107 Courthouse Square
Oxford, MS 38655

RE: ZONING MAP AMENDMENT REQUEST LETTER
30.73-Acre Property Located on Old Taylor Road (Parcel ID#'s: 139L-31-201.00 & 139L-31-201.01)
Oxford, MS

Dear Ben:

On behalf of JW McCurdy, we are submitting this letter to accompany the submittal for the Zoning Map Amendment request for a 30.73-acre parcel of land with Parcel ID#'s: 139L-31-201.00 & 139L-31-201.01. Mr. McCurdy currently owns the property outright and has all legal rights to rezone said property. The property is more specifically located on the west side of Old Taylor Road, adjacent to and north of Faulkner Flats in Oxford.

Here are the requirements set forth by the City of Oxford in order to justify the rezoning followed by our corresponding justifications/reasons for the rezoning:

What changed or changing conditions make the passage of this amendment necessary?

1. *Shift in Neighborhood Character:*

Over time, neighborhoods evolve, and it is crucial for zoning regulations to reflect these changes. In the case of the property in question, the character of the surrounding area has shifted substantially. The City of Oxford has recently expanded its city limits significantly in and around the area. Although the property was already within the city limits, the expansion has created a more integrated and comprehensive urban landscape. This growth necessitates an update to the zoning to ensure cohesive development and proper utilization of the newly incorporated areas.

2. *Completion of Oxford Way Construction:*

Another significant factor contributing to the changed character of the neighborhood is the completion of Oxford Way and the development adjacent to roadway. Oxford Way provides a crucial east-west connection between S. Lamar Avenue and Old Taylor Road. This roadway significantly improves accessibility and traffic flow in the area, making the JWM Development property more viable and attractive for multi-family residential development. Rezoning the property to a higher residential density will align with the enhanced connectivity and support the increased residential demand anticipated from this new infrastructure.

3. *Completion of Chucky Mullins Drive Construction:*

Chucky Mullins Drive has been completed, providing a direct connection between Old Taylor Road and the University of Mississippi. This new connection increases accessibility and mobility for residents, students, and visitors, making the property a prime location for multi-family residential development. The rezoning to SMF will facilitate the creation of residential units that can cater to the needs of the University community and enhance the overall appeal of the area.

4. *Development of a Gas Station on the Adjacent Property:*

A gas station site plan has been approved on the adjacent property, which will necessitate the installation of a new traffic signal on Old Taylor Road. This development indicates an increase in commercial activity in the vicinity, further identifying the change in neighborhood character and justifying the request to rezone the property. This will ensure that residential development complements the commercial uses and benefits from the improved traffic management and proximity to essential services.

5. *Approval of a Tax Increment Financing Plan (TIF) to Construct a Proposed North/South Connector Road:*

A Tax Increment Financing Plan (TIF) has been approved to construct a new roadway from Oxford Way to Belk Drive, serving the Baptist Hospital. This new roadway will enhance connectivity to critical facilities such as the hospital, making the surrounding area more attractive for residential development. Rezoning the property to a higher density residential zoning will align with these infrastructure improvements and support the growth of the area as a residential and healthcare hub.

6. *Increased Demand and Public Need:*

There is a growing demand for housing and multi-family housing in Oxford, driven by the expanding population, University growth, and increased commercial activities. Rezoning the JWM Development property will help meet this demand by providing diverse housing options that are affordable and accessible, thus contributing to the overall housing supply and stability in the area.

What other circumstances justify the proposed change?

1. *University of Mississippi Growth:*

The University of Mississippi has experienced substantial growth in recent years, increasing its student enrollment, faculty, and staff numbers. This expansion has led to a heightened demand for housing options that are conveniently located near the campus. The JWM Development property is ideally situated to meet this demand, providing a strategic location for multi-family residential development.

2. *Increased Enrollment and Housing Demand:*

As enrollment at the University of Mississippi continues to rise, the need for nearby housing options has become more pressing. The existing housing market is struggling to keep pace with the influx of students, leading to higher rental prices and limited availability. Rezoning the JWM Development property to SMF will help address this shortfall by increasing the supply of housing units, thereby easing the pressure on the housing market.

3. *Proximity to Campus:*

The JWM Development property's proximity to the University of Mississippi makes it an ideal location for suburban multi-family housing. The short commute to campus will be highly attractive to students, faculty, and staff, providing convenient and accessible living options. This proximity supports the university community by reducing travel times and improving the overall quality of life for residents.

4. *Economic and Social Benefits:*

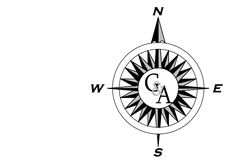
The influx of university students and staff will bring economic benefits to the area, including increased local spending and job creation. The development of SMF housing will cater to this demographic, providing affordable and accessible living options. Additionally, the diverse population will contribute to the social fabric of the community, enhancing its vibrancy and inclusivity.

In conclusion, the rezoning of the 30.73-acre parcel of property owned by JWM Development to higher density residentially zoned property is essential to accommodate the significant changes and evolving conditions in the City of Oxford. The expansion of city limits, construction of new roadways, newly approved site plans, and the completion of key infrastructure projects have transformed the area, making it necessary to update the zoning to reflect the current and future development potential. The rezoning will support cohesive and strategic growth, ensuring that the property is utilized in a manner that benefits the community, meets housing demands, and aligns with the City's development goals.

If any other information is needed, please do not hesitate to contact me.

Sincerely,

John Granberry, P.E.



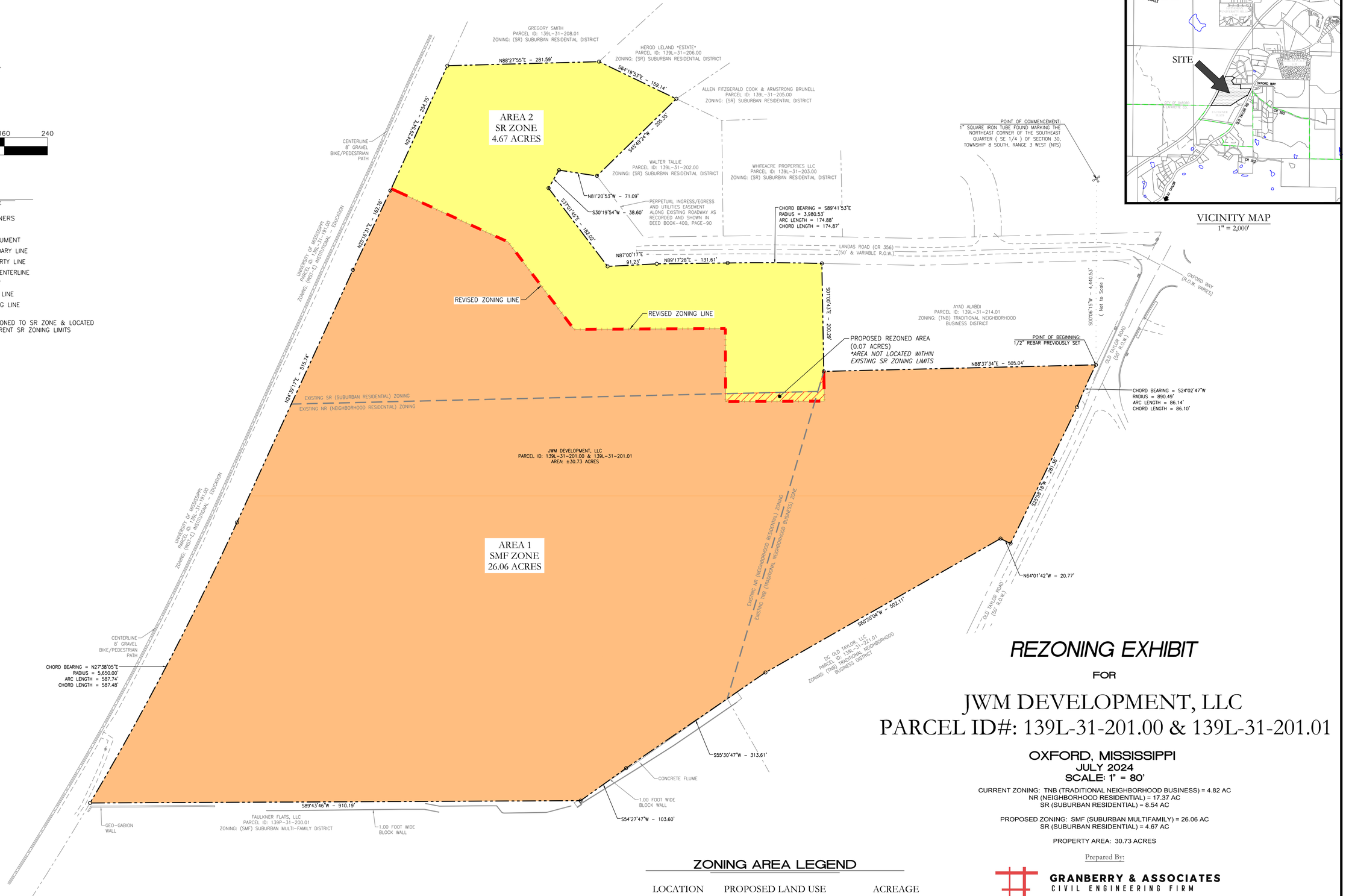
80 0 80 160 240

SCALE: 1" = 80'

LEGEND

THESE STANDARD SYMBOLS MAY BE FOUND IN THE DRAWING

- PROPERTY CORNERS
- IRON PIPE/PIN
- CONCRETE MONUMENT
- PROPERTY BOUNDARY LINE
- ADJACENT PROPERTY LINE
- EXISTING ROAD CENTERLINE
- EXISTING ASPHALT
- EXISTING ZONING LINE
- PROPOSED ZONING LINE
- AREA TO BE REZONED TO SR ZONE & LOCATED OUTSIDE OF CURRENT SR ZONING LIMITS



VICINITY MAP
1" = 2,000'

ZONING AREA LEGEND

LOCATION	PROPOSED LAND USE	ACREAGE
AREA 1	SUBURBAN MULTI-FAMILY	26.06
AREA 2	SUBURBAN RESIDENTIAL	4.67

REZONING EXHIBIT

FOR

JWM DEVELOPMENT, LLC
PARCEL ID#: 139L-31-201.00 & 139L-31-201.01

OXFORD, MISSISSIPPI
JULY 2024
SCALE: 1" = 80'

CURRENT ZONING: TNB (TRADITIONAL NEIGHBORHOOD BUSINESS) = 4.82 AC
NR (NEIGHBORHOOD RESIDENTIAL) = 17.37 AC
SR (SUBURBAN RESIDENTIAL) = 8.54 AC

PROPOSED ZONING: SMF (SUBURBAN MULTIFAMILY) = 26.06 AC
SR (SUBURBAN RESIDENTIAL) = 4.67 AC

PROPERTY AREA: 30.73 ACRES

Prepared By:

GRANBERRY & ASSOCIATES
CIVIL ENGINEERING FIRM

1685 YORK AVENUE, MEMPHIS, TN 38104
PH: 662.312.9672

DEVELOPER:

JWM DEVELOPMENT, LLC
31 HWY 328
OXFORD, MS 38655

N

W E

S

80 0 80 160 240

SCALE: 1" = 80'

LEGEND

THESE STANDARD SYMBOLS MAY BE FOUND IN THE DRAWING

- SUBJECT PROPERTY BOUNDARY LINE
- PROPERTY LINE
- PREVIOUS CITY LIMITS (PRIOR 2018)
- INFRASTRUCTURE IMPROVEMENTS
- ROAD IMPROVEMENTS (PROPOSED OR COMPLETED)
- CURRENT CITY LIMITS
- EXISTING CITY OF OXFORD CERTIFICATED AREA LIMITS
- NEW DEVELOPMENT (PROPOSED OR COMPLETED)

JACKSON AVE. WEST
UNIVERSITY OF MISSISSIPPI
CITY OF OXFORD
S. LAMAR BLVD.
MS HWY 6 W
PREVIOUS CITY LIMITS OF OXFORD
HATHORN'S UNIVERSITY HILLS SUBDIVISION
COMPLETION OF CHUCKY MULLINS DRIVE
TURNING LANE
CHUCKY MULLINS DR.
FUTURE SIGNALIZED TRAFFIC INTERSECTION (GAS STATION DEVELOPMENT)
OLD TAYLOR RD.
BELK DR.
SHEFFIELD'S CONDOMINIUMS
FLUKIDE LLC CONDOS
PROPOSED TIF CONNECTOR ROADWAY
OXFORD WAY
THE CONNECTION @ OXFORD
SITE
THE DOMAIN
PREVIOUS CITY LIMITS OF OXFORD
CITY OF OXFORD
LAFAYETTE CO.
FAULKNER FLATS
CR 300
OXFORD WAY (CR 300)
MS HWY 7
CR 302
OLD TAYLOR ROAD
CITY OF OXFORD
LAFAYETTE CO.
MS HWY 7 / LAMAR AVE. INTERSECTION IMPROVEMENTS PROJECT
RIDGELAND HEIGHTS S/D
WINDSOR FALLS S/D
SOUTH OAKS S/D
CR 321
CR 323
PREVIOUS CITY LIMITS OF OXFORD

REZONING EXHIBIT

FOR

JWM DEVELOPMENT, LLC
PARCEL ID#: 139L-31-201.00 & 139L-31-201.01

OXFORD, MISSISSIPPI
JULY 2024
SCALE: 1" = 1,000'

CURRENT ZONING: TNB (TRADITIONAL NEIGHBORHOOD BUSINESS) = 4.82 AC
NR (NEIGHBORHOOD RESIDENTIAL) = 17.37 AC
SR (SUBURBAN RESIDENTIAL) = 8.54 AC

PROPOSED ZONING: SMF (SUBURBAN MULTIFAMILY) = 26.06 AC
SR (SUBURBAN RESIDENTIAL) = 4.67 AC

PROPERTY AREA: 30.73 ACRES

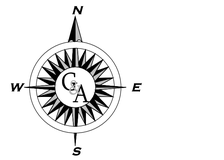
Prepared By:

GRANBERRY & ASSOCIATES
CIVIL ENGINEERING FIRM

1685 YORK AVENUE, MEMPHIS, TN 38104
PH: 662.312.9672

DEVELOPER:

JWM DEVELOPMENT, LLC
31 HWY 328
OXFORD, MS 38655



LEGEND

THESE STANDARD SYMBOLS MAY BE FOUND IN THE DRAWING

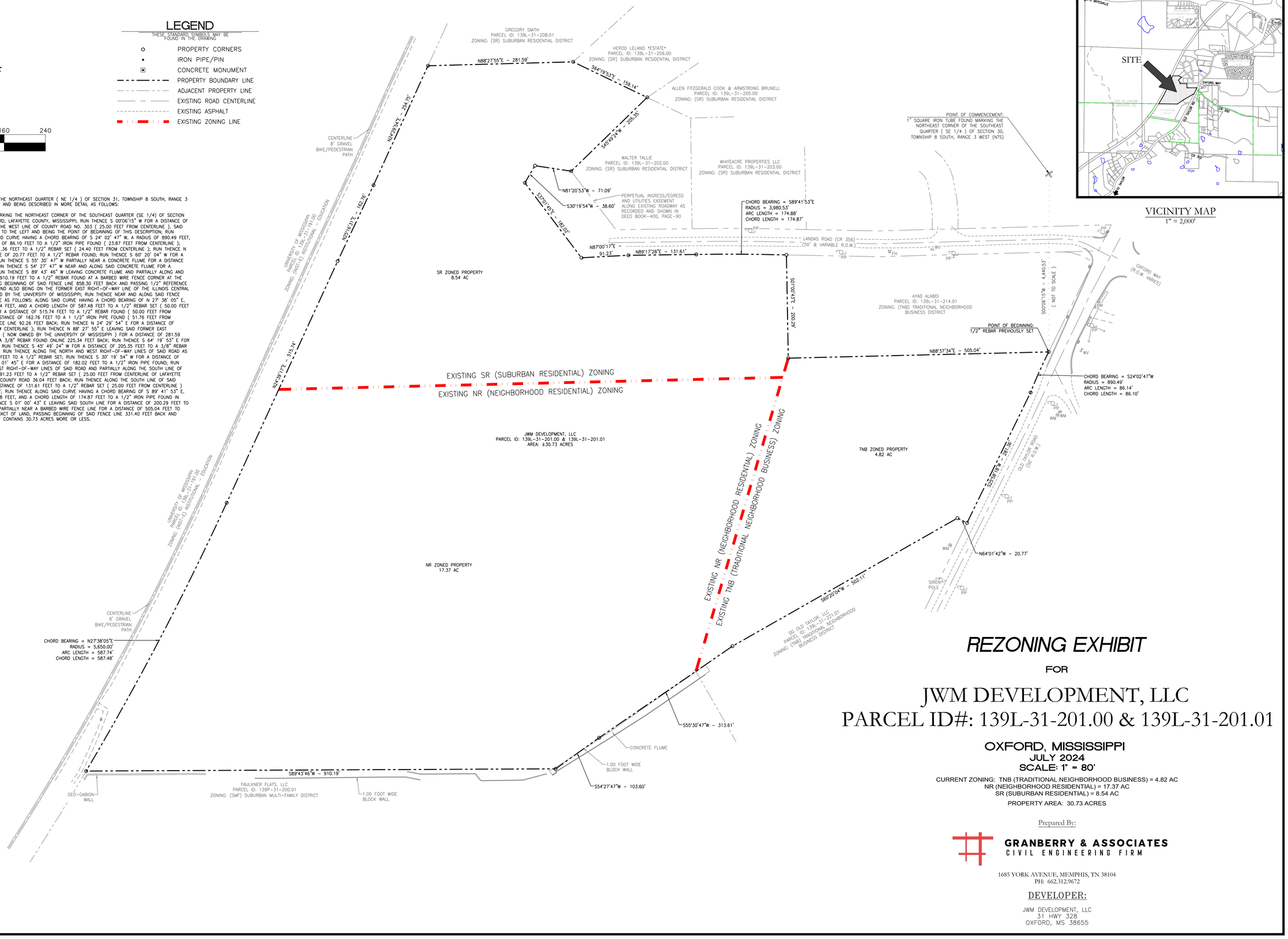
- PROPERTY CORNERS
- IRON PIPE/PIN
- CONCRETE MONUMENT
- PROPERTY BOUNDARY LINE
- ADJACENT PROPERTY LINE
- EXISTING ROAD CENTERLINE
- EXISTING ASPHALT
- EXISTING ZONING LINE

80 0 80 160 240

SCALE: 1" = 80'

DESCRIPTION: A TRACT OF LAND BEING A FRACTION OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 31, TOWNSHIP 8 SOUTH, RANGE 3 WEST, CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI; AND BEING DESCRIBED IN MORE DETAIL AS FOLLOWS:

COMMENCING FROM A 1" SQUARE IRON TUBE FOUND MARKING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 30, TOWNSHIP 8 SOUTH, RANGE 3 WEST, CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI; RUN THENCE S 00°06'15" W FOR A DISTANCE OF 4,440.53 FEET TO A 1/2" REBAR PREVIOUSLY SET ON THE WEST LINE OF COUNTY ROAD NO. 303 (25.00 FEET FROM CENTERLINE), SAID REBAR BEING AT THE BEGINNING OF A CIRCULAR CURVE TO THE LEFT AND BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; RUN THENCE ALONG SAID WEST LINE AS FOLLOWS: ALONG SAID CURVE HAVING A CHORD BEARING OF S 24° 02' 47" W, A RADIUS OF 890.49 FEET, AN ARC LENGTH OF 86.14 FEET, AND A CHORD LENGTH OF 86.10 FEET TO A 1/2" IRON PIPE FOUND (23.87 FEET FROM CENTERLINE); RUN THENCE S 25° 58' 18" W FOR A DISTANCE OF 281.36 FEET TO A 1/2" REBAR SET (24.40 FEET FROM CENTERLINE); RUN THENCE N 64° 01' 42" W LEAVING SAID WEST LINE FOR A DISTANCE OF 20.77 FEET TO A 1/2" REBAR FOUND; RUN THENCE S 60° 20' 04" W FOR A DISTANCE OF 502.11 FEET TO A 1/2" REBAR FOUND; RUN THENCE S 55° 30' 47" W PARTIALLY NEAR A CONCRETE FLUME FOR A DISTANCE OF 313.61 FEET TO A 1/2" REBAR PREVIOUSLY SET; RUN THENCE S 54° 27' 47" W NEAR AND ALONG SAID CONCRETE FLUME FOR A DISTANCE OF 103.60 FEET TO A POINT IN CONCRETE; RUN THENCE S 89° 43' 46" W LEAVING CONCRETE FLUME AND PARTIALLY ALONG AND NEAR A BARBED WIRE FENCE LINE FOR A DISTANCE OF 910.19 FEET TO A 1/2" REBAR FOUND AT A BARBED WIRE FENCE CORNER AT THE BEGINNING OF A CIRCULAR CURVE TO THE LEFT, PASSING BEGINNING OF SAID FENCE LINE 858.30 FEET BACK AND PASSING 1/2" REFERENCE REBAR SET ONLINE 890.19 FEET BACK, SAID REBAR FOUND ALSO BEING ON THE FORMER EAST RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD (50.00 FEET FROM CENTERLINE) NOW OWNED BY THE UNIVERSITY OF MISSISSIPPI; RUN THENCE NEAR AND ALONG SAID FENCE LINE AND ALONG SAID FORMER EAST RIGHT-OF-WAY LINE AS FOLLOWS: ALONG SAID CURVE HAVING A CHORD BEARING OF N 27° 38' 05" E, A RADIUS OF 5,650.00 FEET, AN ARC LENGTH OF 587.74 FEET, AND A CHORD LENGTH OF 587.48 FEET TO A 1/2" REBAR SET (50.00 FEET FROM CENTERLINE); RUN THENCE N 24° 39' 17" E FOR A DISTANCE OF 515.74 FEET TO A 1/2" REBAR FOUND (50.00 FEET FROM CENTERLINE); RUN THENCE N 25° 16' 31" E FOR A DISTANCE OF 162.76 FEET TO A 1 1/2" IRON PIPE FOUND (51.76 FEET FROM CENTERLINE), PASSING END OF SAID BARBED WIRE FENCE LINE 92.26 FEET BACK; RUN THENCE N 24° 29' 54" E FOR A DISTANCE OF 254.75 FEET TO A 1/2" REBAR SET (51.07 FEET FROM CENTERLINE); RUN THENCE N 88° 27' 55" E LEAVING SAID FORMER EAST RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD (NOW OWNED BY THE UNIVERSITY OF MISSISSIPPI) FOR A DISTANCE OF 281.59 FEET TO A 1/2" IRON PIPE FOUND, PASSING THROUGH A 3/8" REBAR FOUND ONLINE 225.34 FEET BACK; RUN THENCE S 64° 19' 53" E FOR A DISTANCE OF 159.14 FEET TO A 3/8" REBAR FOUND; RUN THENCE S 45° 49' 24" W FOR A DISTANCE OF 205.35 FEET TO A 3/8" REBAR FOUND ON THE NORTH RIGHT-OF-WAY LINE OF A ROAD; RUN THENCE ALONG THE NORTH AND WEST RIGHT-OF-WAY LINES OF SAID ROAD AS FOLLOWS: N 81° 20' 53" W FOR A DISTANCE OF 71.09 FEET TO A 1/2" REBAR SET; RUN THENCE S 30° 19' 54" W FOR A DISTANCE OF 38.60 FEET TO A 1/2" REBAR SET; RUN THENCE S 37° 01' 45" E FOR A DISTANCE OF 182.02 FEET TO A 1/2" IRON PIPE FOUND; RUN THENCE N 87° 00' 17" E LEAVING SAID NORTH AND WEST RIGHT-OF-WAY LINES OF SAID ROAD AND PARTIALLY ALONG THE SOUTH LINE OF LAFAYETTE COUNTY ROAD NO. 356 FOR A DISTANCE OF 91.23 FEET TO A 1/2" REBAR SET (25.00 FEET FROM CENTERLINE OF LAFAYETTE COUNTY ROAD NO. 356), PASSING BEGINNING OF SAID COUNTY ROAD 36.04 FEET BACK; RUN THENCE ALONG THE SOUTH LINE OF SAID COUNTY ROAD AS FOLLOWS: N 89° 17' 28" E FOR A DISTANCE OF 131.61 FEET TO A 1/2" REBAR SET (25.00 FEET FROM CENTERLINE) AT THE BEGINNING OF A CIRCULAR CURVE TO THE RIGHT; RUN THENCE ALONG SAID CURVE HAVING A CHORD BEARING OF S 89° 41' 53" E, A RADIUS OF 3,980.53 FEET, AN ARC LENGTH OF 174.88 FEET, AND A CHORD LENGTH OF 174.87 FEET TO A 1/2" IRON PIPE FOUND IN CONCRETE (25.00 FEET FROM CENTERLINE); RUN THENCE S 01° 00' 43" E LEAVING SAID SOUTH LINE FOR A DISTANCE OF 200.29 FEET TO A 3/8" REBAR FOUND; RUN THENCE N 88° 37' 34" E PARTIALLY NEAR A BARBED WIRE FENCE LINE FOR A DISTANCE OF 505.04 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND, PASSING BEGINNING OF SAID FENCE LINE 331.40 FEET BACK AND LEAVING SAID FENCE LINE 25.67 FEET BACK. SAID TRACT CONTAINS 30.73 ACRES MORE OR LESS.



VICINITY MAP
1" = 2,000'

REZONING EXHIBIT

FOR

JWM DEVELOPMENT, LLC
PARCEL ID#: 139L-31-201.00 & 139L-31-201.01

OXFORD, MISSISSIPPI
JULY 2024
SCALE: 1" = 80'

CURRENT ZONING: TNB (TRADITIONAL NEIGHBORHOOD BUSINESS) = 4.82 AC
NR (NEIGHBORHOOD RESIDENTIAL) = 17.37 AC
SR (SUBURBAN RESIDENTIAL) = 8.54 AC

PROPERTY AREA: 30.73 ACRES

Prepared By:

GRANBERRY & ASSOCIATES
CIVIL ENGINEERING FIRM

1685 YORK AVENUE, MEMPHIS, TN 38104
PH: 662.312.9672

DEVELOPER:

JWM DEVELOPMENT, LLC
31 HWY 328
OXFORD, MS 38655

Description: A tract of land being a fraction of the Northeast Quarter (NE 1/4) of Section 31, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi; and being described in more detail as follows:

Commencing from a 1" square iron tube found marking the Northeast Corner of the Southeast Quarter (SE 1/4) of Section 30, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi; run thence S 00°06'15" W for a distance of 4,440.53 feet to a 1/2" rebar previously set on the West line of County Road No. 303 (25.00 feet from centerline), said rebar being at the beginning of a circular curve to the left and being the Point of Beginning of this description; run thence along said West line as follows: along said curve having a chord bearing of S 24° 02' 47" W, a radius of 890.49 feet, an arc length of 86.14 feet, and a chord length of 86.10 feet to a 1/2" iron pipe found (23.87 feet from centerline); run thence S 25° 58' 18" W for a distance of 281.36 feet to a 1/2" rebar set (24.40 feet from centerline); run thence N 64° 01' 42" W leaving said West line for a distance of 20.77 feet to a 1/2" rebar found; run thence S 60° 20' 04" W for a distance of 502.11 feet to a 1/2" rebar found; run thence S 55° 30' 47" W partially near a concrete flume for a distance of 313.61 feet to a 1/2" rebar previously set; run thence S 54° 27' 47" W near and along said concrete flume for a distance of 103.60 feet to a Point in concrete; run thence S 89° 43' 46" W leaving concrete flume and partially along and near a barbed wire fence line for a distance of 910.19 feet to a 1/2" rebar found at a barbed wire fence corner at the beginning of a circular curve to the left, passing beginning of said fence line 858.30 feet back and passing 1/2" reference rebar set online 890.19 feet back, said rebar found also being on the former East right-of-way line of the Illinois Central Railroad (50.00 feet from centerline) now owned by the University of Mississippi; run thence near and along said fence line and along said former East right-of-way line as follows: along said curve having a chord bearing of N 27° 38' 05" E, a radius of 5,650.00 feet, an arc length of 587.74 feet, and a chord length of 587.48 feet to a 1/2" rebar set (50.00 feet from centerline); run thence N 24° 39' 17" E for a distance of 515.74 feet to a 1/2" rebar found (50.00 feet from centerline); run thence N 25° 16' 31" E for a distance of 162.76 feet to a 1 1/2" iron pipe found (51.76 feet from centerline), passing end of said barbed wire fence line 92.26 feet back; run thence N 24° 29' 54" E for a distance of 254.75 feet to a 1/2" rebar set (51.07 feet from centerline); run thence N 88° 27' 55" E leaving said former East right-of-way line of the Illinois Central Railroad (now owned by the University of Mississippi) for a distance of 281.59 feet to a 1/2" iron pipe found, passing through a 3/8" rebar found online 225.34 feet back; run thence S 64° 19' 53" E for a distance of 159.14 feet to a 3/8" rebar found; run thence S 45° 49' 24" W for a distance of 205.35 feet to a 3/8" rebar found on the North right-of-way line of a road; run thence along the North and West right-of-way lines of said road as follows: N 81° 20' 53" W for a distance of 71.09 feet to a 1/2" rebar set; run thence S 30° 19' 54" W for a distance of 38.60 feet to a 1/2" rebar set; run thence S 37° 01' 45" E for a distance of 182.02 feet to a 1/2" iron pipe found; run thence N 87° 00' 17" E leaving said North and West right-of-way lines of said road and partially along the South line of Lafayette County Road No. 356 for a distance of 91.23 feet to a 1/2" rebar set (25.00 feet from centerline of Lafayette County Road No. 356), passing beginning of said County Road 36.04 feet back; run thence along the South line of said County Road as follows: N 89° 17' 28" E for a distance of 131.61 feet to a 1/2" rebar set (25.00 feet from centerline) at the beginning of a circular curve to the right; run thence along said curve having a chord bearing of S 89° 41' 53" E, a radius of 3,980.53 feet, an arc length of 174.88 feet, and a chord length of 174.87 feet to a 1/2" iron pipe found in concrete (25.00 feet from centerline); run thence S 01° 00' 43" E leaving said South line for a distance of 200.29 feet to a 3/8" rebar found; run thence N 88° 37' 34" E partially near a barbed wire fence line for a distance of 505.04 feet to the Point of Beginning of the herein described tract of land, passing beginning of said fence line 331.40 feet back and leaving said fence line 25.67 feet back. Said tract contains 30.73 acres more or less.

From: Max Hill <maxhill38655@gmail.com>
Date: Thursday, September 5, 2024 at 12:36 PM
To: JR Rigby <jr.rigby@gmail.com>
Cc: Harry Alexander <ha@harryalexander.com>, yfu62@aol.com <yfu62@aol.com>, David Spragins <dspragins@edssupply.com>, Joseph Murphy <joseph.7.murphy@gmail.com>, Kirk Milam <planning.kirk.milam@gmail.com>, erins3142@gmail.com <erins3142@gmail.com>, Ben Request <bjrequet@oxfordms.net>
Subject: JW McCurdy development on Old Taylor Rd.
Dear Sirs/Madams:

The South Campus trail system is one of Oxford's true gems. Allowing this development without requiring a significant buffer of existing timber will forever alter the aesthetic beauty of the main trail. I emphatically request you vote HELL NO on the rezoning and this development.

Max Hill
Oxford, MS

On Sat, Sep 7, 2024 at 7:45 AM Greg Love <gjl1229@gmail.com> wrote:
Hi JR,

I am writing to express my opposition to the proposed zone change for property on Old Taylor Rd (case #3131).

As noted by staff, comprehensive zoning plans are to be assumed correct and carefully considered. Just seven years ago, the city had extensive public hearings, a consulting firm, and copious deliberation about the planning map and made the considered decision that this property should not be zoned nearly entirely multi-family.

The planning staff and the developer argue that the neighborhood has changed considerably since then. This is simply not the case. With the exception of the potential road to Baptist, all the developments near the property are in line with the planning map. Following the carefully considered development map for a few years should not mean that the planning now can be ignored.

Additionally, the developer's contention that the neighborhood has changed dramatically is untenable because the properties adjacent to this property have remained unchanged since 2017. No major development has occurred adjacent to the property.

The proposal also contends for “need” based on University enrollment. A developer also made this contention in 2016, when enrollment was near the current levels, wanting to build student housing there. The city rejected that attempt despite the student growth. The 2017 zoning map was created, understanding that substantial student increases were likely.

It’s also important to remember that in 2016, the University was growing quickly and many people assumed it always would. Yet, by 2018, enrollment had declined significantly. We are now only slightly above the 2017 enrollment numbers. The University, like all universities, is also facing a near future of dramatically fewer high school students going to college. As in 2017, the current may grow reverses in the near future.

A key reason the 2017 planning map did not zone this land for a large student-focused apartment complex is that the city and university trails to the west are an incredible public resource that needs protection. Development adjacent to this land should be consistent with this key public interest. The previously proposed development (August 2017) did this. The one does not. While I do not oppose any development on this land, it must be done in keeping with its important position adjacent to this key gem of the city.

Sincerely,

Greg Love

On Thu, Sep 5, 2024 at 2:45 PM Meaghin Burke <meaghin.burke@gmail.com> wrote:
Hey JR,

I hope you'll consider not voting to change the city's zoning laws or allowing a variance to create even more over-sized developments that would encroach the trails. Changing the zoning laws is always potentially problematic. Changing them in response to a developer's request is even more so and erodes the municipal functions of a city that are (ideally) beyond mere financial or commercial concerns.

Thanks,
Meaghin

Dear Planning Commission Members,

I have reviewed the proposed amendment, and while I agree that creating more multi-family housing units is a necessity in Oxford, I am concerned that the increased density so close to our beloved Thacker Mountain Rail Trail may have a negative impact on that recreational space.

Oxford's recreational amenities have not kept pace with our population growth. For many individuals and families, the trails are an important space of natural beauty and relaxation, an amenity that contributes significantly to our quality of life, especially given our limited options within reasonable driving distance. The fact that the trails are located in a place that makes them accessible to students and bus riders as well as those with cars makes them even more valuable. My family is there at least once/week during most of the year, walking or jogging both the main and side trails.

Any development conducted so close to the trails - including this one - should be required to build in a buffer zone, allowing for those using the trails to retain a sense of peace in nature without the visual clutter and noise associated with housing developments.

I hope you will take this into consideration as you move forward in reviewing this amendment request and more broadly, as you lay plans for Oxford's continued development. Personally, I would prefer a community with denser (and more varied in price) housing, improved public transportation, and more accessible and varied amenities (natural recreation, commercial, publicly funded, etc.).

Thank you for your service to our community.

Best regards,

Wendy Pfrenger
825 Maplewood Dr.

On Mon, Sep 9, 2024 at 2:02 AM Shirley Gray <shirleywgray@att.net> wrote:
Good morning, JR,

I am writing to express my strong concerns about an item the planning commission has before it - the proposed development of property adjacent to the South Trails. I read over the applicant's (McCurdy) request and strongly disagree with their limited characterization of the change in the neighborhood. Their application fails to describe the community's increased use of the South Trails, fails to address how the requested change in zoning would affect the tree canopy in that area, and fails to provide actual data about the long-term needs for multi-family housing vs. individual housing for the Oxford community.

The South Trails is a valuable recreational resource to hundreds of university students and Oxford residents every day, including my family, and it's value will be irreconcilably changed if the tree canopy is diminished for another housing development along it's edge. And while much has been reported about the University's current growth in enrollment, demographic reports indicate that universities will see a drop in enrollment within the next couple of years due to a decline in the number of college-age young adults.

I don't know the specifics of zoning laws or the power of the planning commission, but please do whatever is possible to protect the South Trails from this and other developments that will hurt it. We strongly need to protect our natural resources and the planning commission is one of our most valuable tools to do so.

Thank you for your time and your continued leadership on the zoning commission,

Shirley Gray
520 College Hill Rd

On Mon, Sep 9, 2024 at 11:58 AM dana engelbert <dmengelbert@gmail.com> wrote:
Good day, Commission Members.

I'm writing to you to urge you to vote against JWM Development, LLC's request to rezone two parcels on Old Taylor Road as appears on tonight's agenda.

I encourage you to do so in favor of Oxford's residents and their quality of life in this community.

When my family and I moved to this community more than 6 years ago with 2 school-age boys in tow, we struggled to find kid- and family-friendly things to do locally. Our oldest son soon found the Whirlpool Trails. When we lived in Arkansas, he participated in interscholastic mountain biking and absolutely loved riding the many trail systems in our community. Trails and other quality-of-life elements are sorely needed in this community. Not only do the residents who live here in support of the university benefit, but so do the students and future residents.

I completely understand the rather urgent need for housing in this community. But in looking at the application, these units are specifically for students. It's easy to look at that immediate need and do something about it. The challenge is we don't know how long enrollment at Ole Miss will continue at a record pace. In fact, it was year-over-year declining enrollment when we moved here just 6 years ago.

Planting a huge apartment complex overlooking the trails that so many use will compromise the tranquil and peaceful nature of the trails. I also have concerns that the trails will simply become a thoroughfare for students getting to and from class, especially with oversold on-campus parking. This will lead to even further issues with Chucky Mullins not being equipped for safe pedestrian traffic.

Instead of focusing on short-term fixes to immediate needs, this community needs to stay the course of the long-term plan it set after careful study and research. We need to remain focused on the long-term life of Oxford and not on the short-term needs caused by University policy, even if we do like having all the students in town. We need to maintain, enhance and add amenities for the residents who choose to call this place home for life. We need to ensure our kids have activities and recreational opportunities that allow them to be challenged and grow, and eventually to choose Oxford as their lifelong home.

As someone who has lived only in college towns as an adult, the choice is easy. The focus needs to be on Oxford's future and ability to thrive.

Thank you for your time and consideration. I appreciate your service to our community.

Sincerely,
Dana Engelbert
A Mom of 2 Whirlpool Trail-loving bike riders

--
Dana Engelbert
(479) 301-7193
dmengelbert@gmail.com

Ashley Atkinson

From: Robyn Tannehill
Sent: Tuesday, October 1, 2024 1:06 PM
To: Max Hill
Cc: Rick Addy; Mark Huelse; brian.hynemann@oxfordms.net; Kesha Howell Atkinson; Preston Taylor; Jason Bailey; Mary Martha Crowe
Subject: Re: Case 3131

Good afternoon, Max,

Thanks for reaching out to share your concern. I believe all of us value the trails and the unique benefit they provide to our community. I will enter your email and others into the record of the meeting.

Warm regards,

Robyn

THE CITY OF
OXFORD

Robyn Tannehill
Mayor
Mayor's Office

107 Courthouse Square
Oxford, MS 38655
t: (662) 232-2340 **c:** (662) 232-2340
f: (662) 232-2337 **w:** oxfordms.net

On Oct 1, 2024, at 12:22 PM, Max Hill <maxhill38655@gmail.com> wrote:

I am writing to you all with an earnest request to vote No on the rezoning request made by JWM Development. The trails at South Campus (Whirlpool Trails) are one of Oxford's true gems. If you have never hiked those trails before, I invite you to go with me this weekend so you can see for yourself the beauty of these old-growth forests located in the middle of our great city. To allow this rezoning and subsequent development will, without question, permanently tarnish this gem. You must protect it.

Max Hill

Ashley Atkinson

From: Robyn Tannehill
Sent: Tuesday, October 1, 2024 1:07 PM
To: Michael Weldy
Cc: Board of Aldermen
Subject: Re: 3131 MBoA Second Reading

Good afternoon, Michael,

Thanks for reaching out to share your concern. I believe all of us value the trails and the unique benefit they provide to our community. I will enter your email and others into the record of the meeting.

Warm regards,

Robyn

THE CITY OF
OXFORD

Robyn Tannehill
Mayor
Mayor's Office

107 Courthouse Square
Oxford, MS 38655
t: (662) 232-2340 **c:** (662) 232-2340
f: (662) 232-2337 **w:** oxfordms.net

On Oct 1, 2024, at 11:21 AM, Michael Weldy <mweldy@northwestms.edu> wrote:

Hello,

I am a 30-year Oxford Resident. The best part of living in Oxford to me is the Whirlpool trails. I ride the bike trails on University property and have been an active member of the trail maintenance crew for over 25 years. Change is inevitable, and we have been extremely fortunate to have the University's support for the bike trails. It is truly a unique experience to have this type of useable green space in the city.

I am not interested in preventing someone from making $ on their property. I don't expect it to remain undeveloped. I don't think it is necessary to squeeze every bit of profit out of the property, though. I have read the proposal and seen the maps. I am very familiar with the property. I understand the need for temp housing right now for students, but I have some concerns I would like to share with you, and I can't make the meeting tonight.

1. **Drainage**: When Faulkner Flats was developed it changed the drainage on the University property and affected the bike trails. At times, the amount of water coming through the bottoms is overwhelming, destroying bridges and trails. If this new mega-apartment structure is approved, where do they intend to send the drainage water? How do they plan to deal with the damage this drainage water causes?
2. **Buffer Zone:** Fifty feet is not enough. At least try to hide it. I am not sure of the buffer zone for Faulkner Flats, but it isn't enough.
3. **Housing Shortage:** There is a shortage of student and residential housing in Oxford. I live with the students now. I hate what many of these neighborhoods have become: Parking on the street, trash in the yards, unkept yards, high speed driving, slum lords, etc... I would love to see students leave the residential housing in town, but that isn't happening, even with a mega-apartment structure. I wish we would keep zoning laws to encourage single family dwellings. My son is in the city school. Oxford needs housing for middle class families in town or the school district is going to suffer. There is an education cliff coming. There is discussion on whether this will negatively affect the University or not. What becomes of these poorly built instant apartment buildings if they are not full? Who will ultimately be the "neighbors" of the city park (railbed)? Will it become Section 8 housing? Will that area remain safe?
4. **Faulkner Flats:** Faulkner Flats has not been a great neighbor. They have serious drainage issues. It is an "eye sore". They did not buffer the property effectively. They have not been helpful with access to the trails for trail maintenance.
5. **Traffic:** 100 units adds a lot of traffic up and down Taylor road that is already congested when students are in session.
6. **Past Retaliation:** When this property wasn't approved last time, someone dumped nails on the railbed and our bike trails. We believe we know the person who did this, but we can't prove it. BTW, the mountain bike community did not stop the project last time. I am not sure if this is the same group from last time or not, but I thought that was a pretty lousy thing to do.

I have already been told that this will be a "rubber stamp" meeting. I get it. We need housing and the university supports it. But please, do not underestimate the impact this green space has on our community. The lives the area improves are impossible to measure. If you approve this measure, please put together restrictions that greatly decrease the impact the development has on this area (buffer zone and drainage). Please insist they work with the trail community, allowing access and addressing the potential damage caused to the trails. Please keep in mind that these apartments are a short-term fix and will quickly become dilapidated if they are not full. I have lived here long enough to see this happen. Please keep your city's full-time residents in mind when approving these changes.

Thanks for your consideration.

Michael.

This is a personal message and not meant to reflect the opinions of Northwest MS Community College.

<Outlook-cid_image0.png>
Michael Weldy
Instructor
Department of Natural Sciences

Senatobia Campus
4975 Highway 51 N.
Senatobia, MS 38668
(p) 662.560-1131

Ashley Atkinson

From: Robyn Tannehill
Sent: Tuesday, October 1, 2024 1:09 PM
To: dana engelbert
Cc: Brian Hyneman
Subject: Re: Case #3131:

Good afternoon, Dana,

Thanks for reaching out to share your concern. I believe all of us value the trails and the unique benefit they provide to our community. I will enter your email and others into the record of the meeting.

Warm regards,

Robyn

THE CITY OF
OXFORD

Robyn Tannehill
Mayor
Mayor's Office

107 Courthouse Square
Oxford, MS 38655
t: (662) 232-2340 **c:** (662) 232-2340
f: (662) 232-2337 **w:** oxfordms.net

On Oct 1, 2024, at 10:23 AM, dana engelbert <dmengelbert@gmail.com> wrote:

Good day, Mayer Tannehill and Alderman Hyneman.

I'm writing to you to urge you to vote against Case #3131, JWM Development LLC's request to rezone two parcels on Old Taylor Road and adjacent to the Whirlpool Trails.

I encourage you to do so in favor of Oxford's residents and their quality of life in this community.

When my family and I moved to this community more than 6 years ago with 2 school-age boys in tow, we struggled to find kid- and family-friendly things to do locally. Our oldest son soon found the Whirlpool Trails. When we lived in Arkansas, he participated in interscholastic mountain biking and absolutely loved riding the many trail systems in our community. Trails and other quality-of-life elements are sorely needed in this community. Not only do the residents who live here in support of the university benefit, but so do the students and future residents.

I completely understand the rather urgent need for housing in this community. But in looking at the application, these units are specifically for students. It's easy to look at that immediate need and do

something about it. The challenge is we don't know how long enrollment at Ole Miss will continue at a record pace. In fact, the University was dealing with year-over-year declining enrollment and apartment vacancy rates were high when we moved here just 6 years ago.

Planting a huge apartment complex overlooking the trails that so many enjoy will compromise the tranquil and peaceful nature of the trails. I also have concerns that the trails will simply become a thoroughfare for students getting to and from class, especially with oversold on-campus parking. This will lead to even further issues with Chucky Mullins unsafe pedestrian traffic.

Instead of focusing on short-term fixes to immediate needs, this community needs to stay the course of the long-term plan it set after careful study and research. We need to remain focused on the long-term life of Oxford and not on the short-term needs caused by University policy, even if we do like having all the students in town. We need to maintain, enhance and add amenities for the residents who choose to call this place home for life. We need to ensure our kids have activities and recreational opportunities that allow them to be challenged and grow, and eventually to choose Oxford as their lifelong home.

As someone who has lived only in college towns as an adult, the choice is easy. The focus needs to be on Oxford's future and ability to thrive.

Thank you for your time and consideration. I appreciate your service to our community.

Sincerely,
Dana Engelbert
A Mom of 2 Whirlpool Trail-loving bike riders

--
Dana Engelbert
(479) 301-7193
dmengelbert@gmail.com

Ashley Atkinson

From: Robyn Tannehill
Sent: Tuesday, October 1, 2024 1:16 PM
To: lisafratesiivy@gmail.com
Cc: Board of Aldermen
Subject: Re: Whirlpool Trails

Good afternoon, Lisa,

Thanks for reaching out to share your concern. I believe all of us value the trails and the unique benefit they provide to our community. I will enter your email and others into the record of the meeting.

Warm regards,

Robyn

THE CITY OF
OXFORD

Robyn Tannehill
Mayor
Mayor's Office

107 Courthouse Square
Oxford, MS 38655
t: (662) 232-2340 **c:** (662) 232-2340
f: (662) 232-2337 **w:** oxfordms.net

On Sep 30, 2024, at 4:39 PM, lisafratesiivy@gmail.com wrote:

Dear Oxford Board of Alderman,

As a 24-year resident of Oxford and prior to that, a student at Ole Miss, we have seen unprecedented growth in our town in recent years.
I am writing to vehemently oppose condos near the Whirlpool Trail. Countless wildlife will lose their homes and our citizens will lose green space.

We have plenty of housing here. Enough is enough. Oxford is full.

Thank you,

Lisa Ivy, M.S., CCC/SLP

Ashley Atkinson

From: Robyn Tannehill
Sent: Tuesday, October 1, 2024 1:29 PM
To: Peter Cleary
Cc: Brian Hyneman; Rick Addy; Mark Huelse; Kesha Howell Atkinson; Preston Taylor; Jason Bailey; Mary Martha Crowe
Subject: Re: Proposed Rezoning on Old Taylor Road

Good afternoon, Peterl,

Thanks for reaching out to share your concern. I believe all of us value the trails and the unique benefit they provide to our community. I will enter your email and others into the record of the meeting.

Warm regards,

Robyn

THE CITY OF
OXFORD

Robyn Tannehill
Mayor
Mayor's Office

107 Courthouse Square
Oxford, MS 38655
t: (662) 232-2340 **c:** (662) 232-2340
f: (662) 232-2337 **w:** oxfordms.net

On Sep 30, 2024, at 10:47 AM, Peter Cleary <peter@clearydesign.com> wrote:

Dear Mayor and Aldermen,

I am writing as a concerned resident of Oxford and this area of town to express my strong opposition to the proposed rezoning that would allow a large apartment complex to be built adjacent to our cherished Whirlpool trails.

These areas are essential for preserving Oxford's natural beauty and biodiversity and providing recreational spaces that enhance the quality of life for all residents.

Allowing this development would have significant negative impacts:

Environmental Concerns: The construction would disrupt local ecosystems and wildlife habitats that have been preserved for decades.
Community Well-being: Our trails offer a peaceful retreat for walking, jogging, and enjoying nature, contributing to the mental and physical health of residents.
Infrastructure Strain: A large apartment complex could lead to increased traffic and put additional strain

on public services. Old Taylor Road is already dangerous enough in its current condition and this will create more congestion and accidents

Please consider these factors and vote against the rezoning proposal. Preserving our green spaces is an investment in the future of Oxford, maintaining the character and natural beauty that make our city unique. I am all for helping Oxford grow, but we need to do it more sustainably and effectively where we all benefit.

Thank you for your time and consideration.

Peter

Peter Cleary
2213 Lee Loop
662.801.3556
peter@clearydesign.com

Ashley Atkinson

From: Robyn Tannehill
Sent: Tuesday, October 1, 2024 1:30 PM
To: Brenda Morgan
Subject: Re: Thacker Mountain Trail

Good afternoon, Brenda,

Thanks for reaching out to share your concern. I believe all of us value the trails and the unique benefit they provide to our community. I will enter your email and others into the record of the meeting.

Warm regards,

Robyn

THE CITY OF OXFORD

Robyn Tannehill
Mayor
Mayor's Office

107 Courthouse Square
Oxford, MS 38655
t: (662) 232-2340 c: (662) 232-2340
f: (662) 232-2337 w: oxfordms.net

On Sep 30, 2024, at 8:42 AM, Brenda Morgan <morgan.brenda60@yahoo.com> wrote:

Sent from Yahoo Mail for iPad

I am writing asking that you please vote against the rezoning that will allow an apartment complex to build right next to the Thacker Mountain Trail. If this complex is allowed to build where they want, one whole side of the trail will be nothing but apartments and another of Oxford's green spaces will be destroyed. As a person who enjoys being out in nature, I asking not only for me but other nature lovers and hikers, etc. that you please vote against rezoning and leave the Thacker Mountain Trail as it is. Thank you.

Brenda Morgan
Morgan.brenda60@yahoo.com
Sent from Yahoo Mail for iPad

Ashley Atkinson

From: Robyn Tannehill
Sent: Tuesday, October 1, 2024 1:32 PM
To: Ashley Atkinson
Subject: Fwd: Apartments by rail trail

THE CITY OF
OXFORD

Robyn Tannehill
Mayor
Mayor's Office

107 Courthouse Square
Oxford, MS 38655
t: (662) 232-2340 **c:** (662) 232-2340
f: (662) 232-2337 **w:** oxfordms.net

Begin forwarded message:

From: Robyn Tannehill <robyn@oxfordms.net>
Subject: Re: Apartments by rail trail
Date: October 1, 2024 at 1:30:49 PM CDT
To: Catherine Smith <cdsmith8558@gmail.com>

Good afternoon, Catherine,

Thanks for reaching out to share your concern. I believe all of us value the trails and the unique benefit they provide to our community. I will enter your email and others into the record of the meeting.

Warm regards,

Robyn

THE CITY OF
OXFORD

Robyn Tannehill
Mayor
Mayor's Office

107 Courthouse Square
Oxford, MS 38655
t: (662) 232-2340 **c:** (662) 232-2340
f: (662) 232-2337 **w:** oxfordms.net

On Sep 30, 2024, at 8:33 AM, Catherine Smith <cdsmith8558@gmail.com> wrote:

Robyn,

I was told that there is a meeting this Tuesday regarding the building of an apartment complex next to the south campus rail trail. I cannot attend the meeting, but wanted you to know that I am vehemently opposed to any building that would destroy the natural beauty of the trail that is enjoyed by so many year-round.

Thank you,
Catherine Smith
Windsor Falls
Sent from my iPhone

Ashley Atkinson

From: Robyn Tannehill
Sent: Tuesday, October 1, 2024 1:33 PM
To: Ashley Atkinson
Subject: Fwd: The Trails

THE CITY OF
OXFORD

Robyn Tannehill
Mayor
Mayor's Office

107 Courthouse Square
Oxford, MS 38655
t: (662) 232-2340 **c:** (662) 232-2340
f: (662) 232-2337 **w:** oxfordms.net

Begin forwarded message:

From: Robyn Tannehill <robyn@oxfordms.net>
Subject: Re: The Trails
Date: October 1, 2024 at 1:13:20 PM CDT
To: Tommy Cox <tcoxrebel@gmail.com>
Cc: Rick Addy <rick.addy@oxfordms.net>, Mark Huelse <mark.huelse@oxfordms.net>, Brian Hyneman <brian.hyneman@oxfordms.net>, Kesha Howell Atkinson <kesha.howellatkinson@oxfordms.net>, Preston Taylor <preston.taylor@oxfordms.net>, jason.bailey@oxfordms.net, marymartha.crowe@oxfordms.net

Good afternoon, Mrs. Cox,

Thanks for reaching out to share your concern. I believe all of us value the trails and the unique benefit they provide to our community. I will enter your email and others into the record of the meeting.

Warm regards,

Robyn

THE CITY OF
OXFORD

Robyn Tannehill
Mayor
Mayor's Office

107 Courthouse Square
Oxford, MS 38655
t: (662) 232-2340 **c:** (662) 232-2340
f: (662) 232-2337 **w:** oxfordms.net

On Oct 1, 2024, at 3:40 AM, Tommy Cox <tcoxrebel@gmail.com> wrote:

Dear Mayor Tannehill and Board Members,

Please consider voting against the proposed construction along the Trails. It is important to keep wild green spaces within our city for the enjoyment of our residents and to provide a place for our wildlife. I've seen many social media posts where people have encountered deer, listened to birds singing and more while walking the Trails. It proves to be a magical moment when these chance encounters occur. After The Lamar on North Lamar (which extends to Chickasaw Drive)was approved, I asked the builder where the wildlife was supposed to go since he was taking away their refuge. He said that they could come into my yard as I live not far from there. Such a glib response. The fact is, the wildlife have all but ceased to be seen in my neighborhood since The Lamar has been built. We don't want Oxford to be another Southaven where they build on every piece of land and you don't even know where the town center is anymore. Let's keep some of Oxford wild and when visitors ask about beautiful places to walk, we can recommend the Trails - in the fall for their color, in winter to hear the birds, see the squirrels, perhaps even come face to face with a deer, in summer it's a cool place to exercise given the shade from the trees on either side and in spring to hear and see it come alive with trees budding, birds nesting and more. It's a place to unwind, relax, breathe in the fresh air and have a chance meeting with friends enjoying the outdoors! So I ask once again on behalf of all who love Oxford and want to safeguard some of what continues to make it special, please consider voting against the proposed construction on The Trails. Thank you.

Sincerely,
Mrs.Melissa Cox

Ashley Atkinson

From: Robyn Tannehill
Sent: Tuesday, October 1, 2024 1:35 PM
To: Joellyn Voge
Cc: Rick Addy; Mark Huelse; Brian Hyneman; Kesha Howell Atkinson; Preston Taylor; Jason Bailey; Board of Aldermen
Subject: Re: NO REZONING by the trail

Good afternoon, Ms. Voge,

Thanks for reaching out to share your concern. I believe all of us value the trails and the unique benefit they provide to our community. I will enter your email and others into the record of the meeting.

Warm regards,

Robyn

THE CITY OF
OXFORD

Robyn Tannehill
Mayor
Mayor's Office

107 Courthouse Square
Oxford, MS 38655
t: (662) 232-2340 **c:** (662) 232-2340
f: (662) 232-2337 **w:** oxfordms.net

On Sep 29, 2024, at 10:56 PM, Joellyn Voge <jovoge0822@gmail.com> wrote:

Please do not allowing rezoning for apartments by the trail.

.NO REZONING!!

Second reading and public hearing for a proposed Ordinance to amend the Zoning Map for Case #3131, JWM Development, LLC (JW McCurdy), to rezone +/- 26.06 acres from Traditional Neighborhood Business (TNB) and Neighborhood Residential (NR) to Suburban Multi-Family (SMF), and +/- .07 acres from Neighborhood Residential (NR) to Suburban Residential (SR) for property located on Old

Taylor Road, being further identified as PPINs
14967 & 34530. (Ben Requet)
We value are green areas!

Please let this trail keep it's beauty.
Vote NO

Thank you
Sent From Joellyn Voge
513-478-1511
jovoge0822@gmail.com

Ashley Atkinson

From: Robyn Tannehill
Sent: Tuesday, October 1, 2024 1:37 PM
To: Ashley Atkinson
Subject: Fwd: Please vote against the development alongside the trails

THE CITY OF
OXFORD

Robyn Tannehill
Mayor
Mayor's Office

107 Courthouse Square
Oxford, MS 38655
t: (662) 232-2340 **c:** (662) 232-2340
f: (662) 232-2337 **w:** oxfordms.net

Begin forwarded message:

From: Robyn Tannehill <robyn@oxfordms.net>
Subject: Re: Please vote against the development alongside the trails
Date: October 1, 2024 at 1:35:43 PM CDT
To: Andrea Drummond <andrea.drumm@rocketmail.com>

Good afternoon, Andrea,

Thanks for reaching out to share your concern. I believe all of us value the trails and the unique benefit they provide to our community. I will enter your email and others into the record of the meeting.

Warm regards,

Robyn

THE CITY OF
OXFORD

Robyn Tannehill
Mayor
Mayor's Office

107 Courthouse Square
Oxford, MS 38655
t: (662) 232-2340 **c:** (662) 232-2340
f: (662) 232-2337 **w:** oxfordms.net

On Sep 29, 2024, at 8:31 PM, Andrea Drummond <andrea.drumm@rocketmail.com> wrote:

Dear Board of Aldermen,

The trails are a treasure to the community. It offers but if nature within our community, accessible to all.

Allowing such a complex here will displace wildlife, disrupt the peaceful pathway of the trails, and ruin the experience of all who utilize the trails further exercise, relaxation, or otherwise.

Not to mention the added congestion on already busy and overcrowded streets.

Please vote no on this at Tuesday's meeting.

<image0.jpeg>

Thank you,
Andrea

Ashley Atkinson

From: Robyn Tannehill
Sent: Tuesday, October 1, 2024 1:38 PM
To: Carlyn Allen
Subject: Re: Re-Zoning - Thacker Mountain Trails

Good afternoon, Carlyn,

Thanks for reaching out to share your concern. I believe all of us value the trails and the unique benefit they provide to our community. I will enter your email and others into the record of the meeting.

Warm regards,

Robyn

THE CITY OF
OXFORD

Robyn Tannehill
Mayor
Mayor's Office

107 Courthouse Square
Oxford, MS 38655
t: (662) 232-2340 **c:** (662) 232-2340
f: (662) 232-2337 **w:** oxfordms.net

On Sep 29, 2024, at 8:24 PM, Carlyn Allen <carlynrallen@gmail.com> wrote:

Good evening,

I recently learned through social media that the city is considering a rezoning proposal that would allow the construction of apartments adjacent to the Thacker Mountain Trails. I would like to express my strong opposition to this development.

As someone who came to Oxford 12 years ago to attend Ole Miss, and having earned both my undergraduate and graduate degrees here, I chose to make Oxford my permanent home due to its unique charm with a social atmosphere mixed with quiet spaces like the trails and parks. The Thacker Mountain Trails provide a cherished space of tranquility for residents and students alike, offering an escape and a place to enjoy the outdoors.

Allowing this development would not only disrupt the natural beauty of the area as well as disrupt the safety of the wildlife, but also compromise one of the most valued community spaces that so many have come to love. The loss of this peaceful retreat would be deeply felt by both long-time residents and the university community.

I urge you to reconsider this proposal in order to preserve the character of Oxford and protect the natural spaces in our beloved town.

Sincerely,

Carlyn Allen

EDF
Oxford-Lafayette County
Economic Development Foundation, Inc.

September 30, 2024

Dear Mayor and City Leaders,

I wish to offer my letter of support of any favorable consideration you might be willing to offer regarding the potential rezoning/reclassification of the parcel of land referenced in the City of Oxford Planning Commission meeting dated September 9, 2024, and that is adjacent or in proximity to Old Taylor Road and the area commonly referred to as the "Whirlpool Trails."

The growth of the Lafyette/Oxford/University community has been labeled by some as unprecedented. It is, indeed, exciting to see more people making their way to this special place. However, record enrollment at the university coupled with steady population growth in the city and county has led to challenges in finding available housing to meet the increased demands. It is my understanding that the reclassification or rezoning would allow for the development of new apartment options that could assist in meeting these challenges.

I recognize the importance in maintaining a balance between protecting what makes Oxford and Lafayette County so special (natural beauty, hospitality, uniqueness, etc.) and allowing commercial growth to continue. I do believe that your leadership has been so helpful in navigating that balance, and I am grateful in how you serve our community. Provided that attention has been adequately paid to the potential impact this rezoning/reclassification would have on traffic flow of Old Taylor and has been considered manageable, I believe it to be warranted.

I sincerely appreciate the concerns of our citizens who hold contrary views on this issue, but there is a growing need, and this process could help to meet it.

Sincerely,

Ryan T Miller
CEO Oxford/Lafayette County
Economic Development Foundation

P.O. Box 108 • Oxford, Mississippi 38655 • (662) 234-4651 • FAX (662) 234-4655 • www.oxfordms.com

Municipal Compliance Questionnaire

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

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

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

Information

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

1. Name and address of municipality:
   Oxford
   107 Courthouse Square Oxford MS 38655
2. List the date and population of the latest official U.S. Census or most recent official census:
   2020 - 25,600
3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).
4. Period of time covered by this questionnaire:
   From: 10/1/2023 To: 9/30/2024
5. Expiration date of current elected officials' term: 6/30/2025

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 20__

Answer All Questions: **Y** - YES, **N** - NO, **N/A** - NOT APPLICABLE

PART I - General

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) — Y, except for the most recent (1) passed one

2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) — Y

3. Are municipal records open to the public? (Section 25-61-5) — Y

4. Are meetings of the board open to the public? (Section 25-41-5) — Y

5. Are notices of special or recess meetings posted? (Section 25-41-13) — Y

5. Are all required personnel covered by appropriate surety bonds? — Y
   - Board or council members (Sec. 21-17-5) — Y
   - Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) — Y
   - Municipal clerk (Section 21-15-38) — Y
   - Deputy clerk (Section 21-15-23) — Y
   - Chief of police (Section 21-21-1) — Y
   - Deputy police (Section 45-5-9) (if hired under this law) — Y

7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) — Y

8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) — Y

9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) — Y

10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) — Y

11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) — Y

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

PART II - Cash and Related Records

1. Where required, is a claims docket maintained? (Section 21-39-7) Y

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Y

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) Y

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) Y

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) Y

6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) Y

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) Y

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205) Y

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) Y

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) Y

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) — Y

12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) — Y

13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) — Y

14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) — Y

15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) — Y

16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] — Y

17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) — Y except for the most recent purchases

18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? — Y

19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) — N/A

PART III - Purchasing and Receiving

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] — Y

2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] — Y

3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] — Y

4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) — Y

PART IV - Bonds and Other Debt

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) — Y

2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) — Y

3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) — Y

4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) — Y

5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) — Y

PART V - Taxes and Other Receipts

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) — N, will in November

2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) — Y

3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) — Y

4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) — Y

5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) — Y

6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) — Y

7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) — Y

8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) — Y

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) N/A

10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) Y

11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) Y

12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) Y

13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) Y

14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) Y

15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) working on it now

(MUNICIPAL NAME)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 20___

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

(City Clerk's Signature) _____ (Mayor's Signature) _____

10/1/2024 _____ (Date) _____ (Date)

Minute Book References:

Book Number _____

Page _____

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

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Aldermen

From: John Crawley, City Engineer

CC: Bart Robinson, P.E., COO/ Hollis Green, Director, Development Services

Date: October 1, 2024

Re: Request to Authorize Mayor Robyn Tannehill to Negotiate an Agreement with Elliott and Britt Engineering, PA for:
Pegues Road / Commonwealth Blvd Extension

Engineering requests the mayor be given authorization to enter into negotiations with Elliott and Britt Engineering, PA for preliminary engineering services related to the above-captioned project. Once a draft contract is negotiated, it would be forwarded to MDOT for review and concurrence. Upon MDOT concurrence, the agreement would be brought before the Board of Aldermen for approval.

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Aldermen

From: John Crawley, City Engineer

CC: Bart Robinson, P.E., COO/ Hollis Green, Director, Development Services

Date: October 1, 2024

Re: Request to Authorize an Agreement for Engineering Services with Elliott and Britt Engineering, PA for: Pedestrian Corridor Improvements Along South Lamar Boulevard

---

Engineering requests authorization to enter into an agreement for professional services with Elliott and Britt Engineering, PA, for preliminary Design and Construction Engineering Services related to the above-captioned project. The South Lamar Pedestrian Corridor Improvements Project is intended to create a new pedestrian corridor along South Lamar Boulevard between Oxford Way and Belk Boulevard.

AGREEMENT
FOR
ENGINEERING SERVICES
FOR
PEDESTRIAN CORRIDOR IMPROVEMENTS
ALONG
SOUTH LAMAR BOULEVARD

OXFORD, MISSISSIPPI

THIS AGREEMENT, entered into this the _____day of _____, 2024, by and between the CITY OF OXFORD, MISSISSIPPI, hereinafter called the "OWNER" and ELLIOTT & BRITT ENGINEERING, P.A., herein after called the "ENGINEER".

WITNESSETH THAT:

WHEREAS, the OWNER intends to:

Improve the pedestrian corridor along South Lamar Boulevard between Belk Boulevard and Oxford Way.

WHEREAS, the OWNER desires to engage the ENGINEER to provide technical and professional services as described hereinafter:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Engineer:

The OWNER hereby agrees to employ the ENGINEER and the ENGINEER hereby agrees to perform the technical and professional services set forth hereinafter in connection with Design and Construction Engineering Services.

2. Scope of Services:

The ENGINEER shall do, perform, and carry out in a satisfactory and proper manner such work as is required to complete the project in accordance with specific job tasks as follows:

Preliminary and Design Engineering:

a. Meetings with OWNER, as needed, to gather information to prepare reports, exhibits, and plans.

b. Perform field survey to acquire topography information.

c. Prepare a civil site plan.

d. Right-of-way mapping.

e. Utility relocation design, as needed.

f. Drainage Design.

g. Layout design, etc.

h. Civil Construction details.

i. Preparing civil specifications.

j. Preparing bid plans and documents.

k. Assisting with advertising and bid opening.

Construction Engineering:

a. On site inspections.

b. Construction Administration.

c. Layout staking.

d. Soils and concrete materials testing.

3. Compensation for Engineering Services:

a. The OWNER shall compensate the ENGINEER for Engineering services as follows on the portions of work described above.

ENGINEERING FEES:

LUMP SUM NOT TO EXCEED FEE: $24,000.00

b. Any work requested by the OWNER this is not included in the above Scope of Services will be billed at ENGINEER's hourly rates in place at the time the additional work is requested.

4. Payment:

The ENGINEER shall submit monthly or periodic statements to the OWNER requesting payment. Such requests shall be based upon the amount and value of work and services performed by the ENGINEER and shall be accompanied by supporting data as required by the OWNER.

5. Equal Employment Opportunity:

The ENGINEER will not discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. The ENGINEER will take

affirmative action to ensure that applicants are employed, without regard to their race, religion, sex, color or national origin. The ENGINEER shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the OWNER may require.

6. Interest of Engineer:

The ENGINEER covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The ENGINEER further covenants that in the performance of this Agreement, no person having such interest shall be employed.

7. Findings Confidential:

Any reports, information, data, etc., given to or prepared or assembled by the ENGINEER under this Agreement which the OWNER requests to be kept confidential shall not be made available to any individual or organization by the ENGINEER without prior written approval of the OWNER.

8. Termination for Breach:

In the event of breach of any condition or provision hereof, the OWNER or the Engineer shall have the right, by prior written notice, to terminate this Agreement. The OWNER shall without prejudice to any other rights or remedies, have the right to have the work called for hereby otherwise performed. The OWNER shall have the benefit of such work as may have been completed up to the time of such termination or cancellation, and with respect to any part which shall have been delivered to or accepted by the OWNER there shall be an equitable adjustment of compensation. In addition, an equitable adjustment shall be made as compensation for any amount of work or services performed by the ENGINEER to the date of such termination or cancellation but not accepted by the OWNER. All remaining conditions of the original Agreement shall remain in force.

9. Cancellation:

Irrespective of any default hereunder, the OWNER may also at any time with proven justifiable cause terminate the ENGINEER's employment hereunder and cancel the contract, in whole or in part, and in such event, the ENGINEER shall be entitled to receive compensation as specified herein for all work completed and accepted prior to such termination or cancellation, and in addition an equitable adjustment shall be made, as compensation for any amount of work or services performed by the ENGINEER to the date of such termination or cancellation but not accepted by the OWNER.

10. Interest by Members of City:

No member, officer, or employee of the OWNER during his tenure of office or for one year thereafter, shall have any interest, direct or indirect, in this contract or proceeds thereof.

IN WITNESS WHEREOF the OWNER and the ENGINEER have executed this Agreement as of the _____ day of _____, 2024.

ATTEST:

BOARD OF ALDERMEN OF THE CITY OF OXFORD, MISSISSIPPI

_____
City Clerk
(seal)

_____
Mayor of City of Oxford, MS

ATTEST:

Angela R. Dorris

Angela R. Dorris
Office Manager

ELLIOTT & BRITT ENGINEERING, P.A.:

Larry L. Britt, PS, PE
Consulting Engineer

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Aldermen

From: John Crawley, City Engineer

CC: Bart Robinson, P.E., COO/ Hollis Green, Director, Development Services
Rob Neely, P.E., General Manager, Oxford Utilities

Date: October 1, 2024

Re: Request to Accept Bids and Authorize Execution of Contract Documents for the North Lamar Sewer Extension Project

---

The bids for the above-captioned project were opened on September 5th at City Hall. The low bidder is Axis Site Work of Oxford, with a low bid of **$1,742,268.31**. This includes a base bid of $1,379,532.02, with an added alternate of $362,736.29. This project is currently budgeted at $1.8 million.

The North Lamar Sewer Extension Project would provide sewer to a portion of North Lamar extending north from Molly Barr Road to the city limits, including a portion along Hurricane Creek Road. The added alternate includes adding sewer to a portion of Christman Drive.

Engineering recommends accepting the total base bid, plus the added alternate and requests permission to have the mayor execute the contract documents.

Bid Tabulation

North Lamar (CR 101) Sewer Project 246-2-SW-5.5

Bid Opening: September 5, 2024, at 2:00 pm

Location: City of Oxford - City Hall
107 Courthouse Square
Oxford, MS 38655

Bidder	Company	Address	Certificate #	Contact
1	Axis Site Work, LLC	31 Hwy 328 Oxford, MS 38655	25966-MC	Grant Gooch Tel: 662-308-7307 grant@axissitework.com
2	Diamond Creek Construction, LLC	P.O. Box 1074 Pontotoc, MS 38863	26055-MC	Byron Houston Tel: 662-489-5360 Fax: 662-489-8566 byron@pattonconstructionllc.com
3	Eubank Construction, Inc.	2011 N. Second Street Booneville, MS 38829	24650-MC	Alan Thompson Tel: 662-728-2046 Fax: 662-728-5182 alan.thompson@ecc-inc.net
4	Rev Construction Inc.	5801 Grover Burchfield Drive TUSCALOOSA, AL 35401	16869-SC	Joiner Pugh Tel: 205-349-1860 tjpugh@revconstructioninc.com

Bidder	BASE BID	BID ALT. #1	COMBINED TOTAL
1	$1,379,532.02	$362,736.29	$ 1,742,268.31
2	$1,747,371.20	$390,343.53	$ 2,137,714.73
3	$2,119,536.71	$458,865.70	$ 2,578,402.41
4	$2,804,038.40	$564,580.15	$ 3,368,618.55

PRECISION ENGINEERING CORPORATION
276 CR 101
Oxford, MS 38655

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 - BID TABULATION DATE: 9-05-2024*				ENGINEER'S ESTIMATE		AXIS SITE WORK, LLC		DIAMOND CREEK CONSTRUCTION, LLC		EUBANK CONSTRUCTION CO., INC.		REV CONSTRUCTION INC.	
BASE BID													
ITEM NO.	*DESCRIPTION*	*UNIT*	*APPROXIMATE QUANTITY*	*UNIT PRICE*	*TOTAL AMOUNT*	*UNIT PRICE*	*TOTAL AMOUNT*	*UNIT PRICE*	*TOTAL AMOUNT*	*UNIT PRICE*	*TOTAL AMOUNT*	*UNIT PRICE*	*TOTAL AMOUNT*
A. EXCAVATION													
1	CLEARING & GRUBBING	LS	1.0	$ 6,000.00	$ 6,000.00	$ 6,500.00	$ 6,500.00	$ 5,000.00	$ 5,000.00	$ 20,000.00	$ 20,000.00	$ 7,000.00	$ 7,000.00
2	SELECT BACKFILL (MISC. LOCATIONS)	CY (LVM)	300.0	$ 22.00	$ 6,600.00	$ 26.00	$ 7,800.00	$ 30.00	$ 9,000.00	$ 70.00	$ 21,000.00	$ 17.00	$ 5,100.00
3	BEDDING MATERAL	CY	1,200.0	$ 55.00	$ 66,000.00	$ 72.22	$ 86,664.00	$ 100.00	$ 120,000.00	$ 80.00	$ 96,000.00	$ 110.00	$ 132,000.00
4	TRENCH SAFETY (>5 FT DEPTH)	LS	1.0	$ 40,000.00	$ 40,000.00	$ 52,000.00	$ 52,000.00	$ 50,000.00	$ 50,000.00	$ 20,000.00	$ 20,000.00	$ 7,000.00	$ 7,000.00
SUB - TOTAL EXCAVATION					**$ 118,600.00**		**$ 152,964.00**		**$ 184,000.00**		**$ 157,000.00**		**$ 151,100.00**
B. SANITARY SEWER SYSTEM													
5	6" SDR-26 PVC PIPE (OPEN CUT) (SERVICE)	LF	1,230.0	$ 22.00	$ 27,060.00	$ 28.44	$ 34,981.20	$ 35.00	$ 43,050.00	$ 52.00	$ 63,960.00	$ 45.00	$ 55,350.00
6	8" SDR-26 PVC PIPE (OPEN CUT) (0' - 6')	LF	1,103.0	$ 32.00	$ 35,296.00	$ 42.17	$ 46,513.51	$ 55.00	$ 60,665.00	$ 57.00	$ 62,871.00	$ 78.00	$ 86,034.00
7	8" SDR-26 PVC PIPE (OPEN CUT) (6' - 10')	LF	2,500.0	$ 38.00	$ 95,000.00	$ 48.67	$ 121,675.00	$ 86.00	$ 215,000.00	$ 64.00	$ 160,000.00	$ 83.00	$ 207,500.00
8	8" SDR-26 PVC PIPE (OPEN CUT) (10' - 14')	LF	863.0	$ 50.00	$ 43,150.00	$ 61.67	$ 53,221.21	$ 120.00	$ 103,560.00	$ 75.00	$ 64,725.00	$ 107.00	$ 92,341.00
9	8" SDR-26 PVC PIPE (OPEN CUT) (14' - 16')	LF	208.0	$ 55.00	$ 11,440.00	$ 94.17	$ 19,587.36	$ 155.00	$ 32,240.00	$ 109.00	$ 22,672.00	$ 115.00	$ 23,920.00
10	10" SDR-26 PVC PIPE (OPEN CUT) (0' - 6')	LF	119.0	$ 45.00	$ 5,355.00	$ 57.69	$ 6,865.11	$ 65.00	$ 7,735.00	$ 85.00	$ 10,115.00	$ 90.00	$ 10,710.00
11	10" SDR-26 PVC PIPE (OPEN CUT) (6' - 10')	LF	1,440.0	$ 55.00	$ 79,200.00	$ 70.69	$ 101,793.60	$ 95.00	$ 136,800.00	$ 75.00	$ 108,000.00	$ 95.00	$ 136,800.00
12	4" SDR-21 CL 200 PVC FORCE MAIN (OPEN CUT)	LF	1,670.0	$ 20.00	$ 33,400.00	$ 12.05	$ 20,123.50	$ 15.00	$ 25,050.00	$ 28.00	$ 46,760.00	$ 42.00	$ 70,140.00
13	6" DR-17 HDPE (FUSED JOINT PIPE) (UNCASED BORE)	LF	304.0	$ 90.00	$ 27,360.00	$ 227.50	$ 69,160.00	$ 125.00	$ 38,000.00	$ 184.00	$ 55,936.00	$ 150.00	$ 45,600.00
14	DUCTILE IRON MECHANICAL JOINT FITTINGS	LBS	350.0	$ 6.00	$ 2,100.00	$ 15.41	$ 5,393.50	$ 7.50	$ 2,625.00	$ 22.00	$ 7,700.00	$ 16.00	$ 5,600.00
15	PROPOSED 48" DIA. SEWER MANHOLE (0' - 6')	EA	23.0	$ 4,100.00	$ 94,300.00	$ 4,500.00	$ 103,500.00	$ 4,600.00	$ 105,800.00	$ 5,611.00	$ 129,053.00	$ 7,500.00	$ 172,500.00
16	PROPOSED 48" DIA. SEWER MANHOLE (>6')	VF	42.1	$ 180.00	$ 7,578.00	$ 325.00	$ 13,682.50	$ 250.00	$ 10,525.00	$ 258.00	$ 10,861.80	$ 1,225.00	$ 51,572.50
17	TIE TO EXISTING SEWER MANHOLE	EA	1.0	$ 2,000.00	$ 2,000.00	$ 16.25	$ 16.25	$ 1,850.00	$ 1,850.00	$ 3,343.00	$ 3,343.00	$ 5,000.00	$ 5,000.00
18	6" SEWER CLEANOUT	EA	55	$ 300.00	$ 16,500.00	$ 409.50	$ 22,522.50	$ 500.00	$ 27,500.00	$ 1,548.00	$ 85,140.00	$ 1,300.00	$ 71,500.00
19	NORTH LAMAR LIFT STATION (250 GPM)	LS	1.0	$ 200,000.00	$ 200,000.00	$ 169,000.00	$ 169,000.00	$ 235,000.00	$ 235,000.00	$ 412,473.00	$ 412,473.00	$ 795,000.00	$ 795,000.00
20	COATED COPPER TRACER WIRE (GREEN)	LF	7,903.0	$ 0.40	$ 3,161.20	$ 0.26	$ 2,054.78	$ 0.40	$ 3,161.20	$ 0.30	$ 2,370.90	$ 0.30	$ 2,370.90
21	VIDEO INSPECTION	LS	1.0	$ 30,000.00	$ 30,000.00	$ 13,000.00	$ 13,000.00	$ 22,500.00	$ 22,500.00	$ 39,028.00	$ 39,028.00	$ 48,000.00	$ 48,000.00
SUB - TOTAL SANITARY SEWER SYSTEM					**$ 712,900.20**		**$ 803,090.02**		**$ 1,071,061.20**		**$ 1,285,008.70**		**$ 1,879,938.40**
C. STORM SEWER SYSTEM													
22	15" HDPE N12 STORM DRAIN REPLACEMENT	LF	120.0	$ 25.00	$ 3,000.00	$ 32.50	$ 3,900.00	$ 38.00	$ 4,560.00	$ 45.00	$ 5,400.00	$ 90.00	$ 10,800.00
23	18" HDPE N12 STORM DRAIN REPLACEMENT	LF	120.0	$ 30.00	$ 3,600.00	$ 45.50	$ 5,460.00	$ 45.00	$ 5,400.00	$ 50.00	$ 6,000.00	$ 95.00	$ 11,400.00
24	24" HDPE N12 STORM DRAIN REPLACEMENT	LF	120.0	$ 38.00	$ 4,560.00	$ 58.50	$ 7,020.00	$ 60.00	$ 7,200.00	$ 60.00	$ 7,200.00	$ 110.00	$ 13,200.00
SUB - TOTAL STORM SEWER SYSTEM					**$ 11,160.00**		**$ 16,380.00**		**$ 17,160.00**		**$ 18,600.00**		**$ 35,400.00**

ITEM NO.	DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
D. STREET PAVING													
25	PAVEMENT REMOVAL (ASPHALT)	SY	4,000.0	$ 12.00	$ 48,000.00	$ 10.40	$ 41,600.00	$ 12.50	$ 50,000.00	$ 19.00	$ 76,000.00	$ 7.00	$ 28,000.00
26	PAVEMENT REPLACEMENT (3.5" ASPHALT)	SY	4,000.0	$ 32.00	$ 128,000.00	$ 28.60	$ 114,400.00	$ 42.35	$ 169,400.00	$ 8.00	$ 32,000.00	$ 45.00	$ 180,000.00
27	PAVEMENT REMOVAL (CONCRETE)	SY	300.0	$ 12.00	$ 3,600.00	$ 26.00	$ 7,800.00	$ 15.00	$ 4,500.00	$ 62.00	$ 18,600.00	$ 14.00	$ 4,200.00
28	PAVEMENT REPLACEMENT (4" CONCRETE)	SY	300.0	$ 40.00	$ 12,000.00	$ 52.00	$ 15,600.00	$ 56.00	$ 16,800.00	$ 119.00	$ 35,700.00	$ 115.00	$ 34,500.00
29	CRUSHED LIMESTONE	TONS	1,480.0	$ 60.00	$ 88,800.00	$ 61.10	$ 90,428.00	$ 55.00	$ 81,400.00	$ 98.00	$ 145,040.00	$ 75.00	$ 111,000.00
30	CLAY GRAVEL	SY	1,100.0	$ 50.00	$ 55,000.00	$ 5.20	$ 5,720.00	$ 5.50	$ 6,050.00	$ 29.00	$ 31,900.00	$ 18.00	$ 19,800.00
SUB - TOTAL STREET PAVING					**$ 335,400.00**		**$ 275,548.00**		**$ 328,150.00**		**$ 339,240.00**		**$ 377,500.00**
E. MISCELLANEOUS ITEMS													
31	EROSION AND SEDIMENTATION CONTROL	LS	1.0	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 25,000.00	$ 25,000.00
32	TRAFFIC CONTROL	LS	1.0	$ 18,000.00	$ 18,000.00	$ 32,500.00	$ 32,500.00	$ 35,000.00	$ 35,000.00	$ 62,630.00	$ 62,630.00	$ 55,000.00	$ 55,000.00
33	SEED & MULCH	ACRE	3.0	$ 4,000.00	$ 12,000.00	$ 3,250.00	$ 9,750.00	$ 3,500.00	$ 10,500.00	$ 7,186.00	$ 21,558.00	$ 2,500.00	$ 7,500.00
34	BERMUDA SOD	SY	200.0	$ 7.00	$ 1,400.00	$ 6.50	$ 1,300.00	$ 10.00	$ 2,000.00	$ 35.00	$ 7,000.00	$ 23.00	$ 4,600.00
35	MOBILIZATION	LS	1.0	$ 30,000.00	$ 30,000.00	$ 39,000.00	$ 39,000.00	$ 50,000.00	$ 50,000.00	$ 133,000.00	$ 133,000.00	$ 220,000.00	$ 220,000.00
36	LATENT SITE CONDITIONS - REMOVAL & REPLACEMENT OF UNACCEPTABLE MATERIAL	CY	1,500.0	$ 30.00	$ 45,000.00	$ 26.00	$ 39,000.00	$ 28.00	$ 42,000.00	$ 58.66667	$ 88,000.01	$ 32.00	$ 48,000.00
SUB - TOTAL MISCELLANEOUS ITEMS					**$ 111,400.00**		**$ 131,550.00**		**$ 147,000.00**		**$ 319,688.01**		**$ 360,100.00**

SUMMARY					
A. EXCAVATION	$ 118,600.00	$ 152,964.00	$ 184,000.00	$ 157,000.00	$ 151,100.00
B. SANITARY SEWER SYSTEM	$ 712,900.20	$ 803,090.02	$ 1,071,061.20	$ 1,285,008.70	$ 1,879,938.40
C. STORM SEWER SYSTEM	$ 11,160.00	$ 16,380.00	$ 17,160.00	$ 18,600.00	$ 35,400.00
D. STREET PAVING	$ 335,400.00	$ 275,548.00	$ 328,150.00	$ 339,240.00	$ 377,500.00
E. MISCELLANEOUS ITEMS	$ 111,400.00	$ 131,550.00	$ 147,000.00	$ 319,688.01	$ 360,100.00
TOTAL BASE BID:	**$ 1,289,460.20**	**$ 1,379,532.02**	**$ 1,747,371.20**	**$ 2,119,536.71**	**$ 2,804,038.40**

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 - BID TABULATION DATE: 9-05-2024

BID ALTERNATE #1

ITEM NO.	DESCRIPTION	UNIT	APPROXIMATE QUANTITY	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE TOTAL AMOUNT	AXIS SITE WORK, LLC UNIT PRICE	AXIS SITE WORK, LLC TOTAL AMOUNT	DIAMOND CREEK CONSTRUCTION, LLC UNIT PRICE	DIAMOND CREEK CONSTRUCTION, LLC TOTAL AMOUNT	EUBANK CONSTRUCTION CO., INC. UNIT PRICE	EUBANK CONSTRUCTION CO., INC. TOTAL AMOUNT	REV CONSTRUCTION INC. UNIT PRICE	REV CONSTRUCTION INC. TOTAL AMOUNT
A. EXCAVATION													
1	SELECT BACKFILL (MISC. LOCATIONS)	CY (LVM)	100.0	$ 22.00	$ 2,200.00	$ 26.00	$ 2,600.00	$ 30.00	$ 3,000.00	$ 70.00	$ 7,000.00	$ 17.00	$ 1,700.00
2	BEDDING MATERAL	CY	350.0	$ 55.00	$ 19,250.00	$ 72.22	$ 25,277.00	$ 100.00	$ 35,000.00	$ 80.00	$ 28,000.00	$ 110.00	$ 38,500.00
3	TRENCH SAFETY (>5 FT DEPTH)	LS	1.0	$ 20,000.00	$ 20,000.00	$ 19,500.00	$ 19,500.00	$ 2,500.00	$ 2,500.00	$ 12,000.00	$ 12,000.00	$ 7,000.00	$ 7,000.00
SUB - TOTAL EXCAVATION					**$ 41,450.00**		**$ 47,377.00**		**$ 40,500.00**		**$ 47,000.00**		**$ 47,200.00**
B. SANITARY SEWER SYSTEM													
4	6" SDR-26 PVC PIPE (OPEN CUT) (SERVICE)	LF	395.0	$ 22.00	$ 8,690.00	$ 28.44	$ 11,233.80	$ 35.00	$ 13,825.00	$ 51.00	$ 20,145.00	$ 45.00	$ 17,775.00
5	8" SDR-26 PVC PIPE (OPEN CUT) (0' - 6')	LF	429.1	$ 32.00	$ 13,731.20	$ 42.17	$ 18,095.15	$ 55.00	$ 23,600.50	$ 55.00	$ 23,600.50	$ 78.00	$ 33,469.80
6	8" SDR-26 PVC PIPE (OPEN CUT) (6' - 10')	LF	622.2	$ 38.00	$ 23,643.60	$ 48.67	$ 30,282.47	$ 86.00	$ 53,509.20	$ 62.00	$ 38,576.40	$ 85.00	$ 52,887.00
7	8" SDR-26 PVC PIPE (OPEN CUT) (10' - 14')	LF	198.2	$ 50.00	$ 9,910.00	$ 61.67	$ 12,222.99	$ 120.00	$ 23,784.00	$ 73.00	$ 14,468.60	$ 105.00	$ 20,811.00
8	PROPOSED 48" DIA. SEWER MANHOLE (0' - 6')	EA	11.0	$ 4,100.00	$ 45,100.00	$ 4,500.00	$ 49,500.00	$ 4,600.00	$ 50,600.00	$ 5,605.00	$ 61,655.00	$ 7,500.00	$ 82,500.00
9	PROPOSED 48" DIA. SEWER MANHOLE (>6')	VF	18.5	$ 180.00	$ 3,330.00	$ 325.00	$ 6,012.50	$ 250.00	$ 4,625.00	$ 252.00	$ 4,662.00	$ 1,225.00	$ 22,662.50
10	TIE TO EXISTING SEWER MANHOLE	EA	1.0	$ 2,000.00	$ 2,000.00	$ 1,625.00	$ 1,625.00	$ 1,850.00	$ 1,850.00	$ 3,262.00	$ 3,262.00	$ 5,000.00	$ 5,000.00
11	6" SEWER CLEANOUT	EA	15.0	$ 300.00	$ 4,500.00	$ 409.50	$ 6,142.50	$ 500.00	$ 7,500.00	$ 1,564.49	$ 23,467.35	$ 1,300.00	$ 19,500.00
12	COATED COPPER TRACER WIRE (GREEN)	LF	1,249.5	$ 0.40	$ 499.80	$ 0.26	$ 324.87	$ 0.35	$ 437.33	$ 0.30	$ 374.85	$ 0.30	$ 374.85
13	VIDEO INSPECTION	LS	1.0	$ 15,000.00	$ 15,000.00	$ 2,600.00	$ 2,600.00	$ 4,500.00	$ 4,500.00	$ 7,633.00	$ 7,633.00	$ 7,500.00	$ 7,500.00
SUB - TOTAL SANITARY SEWER SYSTEM					**$ 126,404.60**		**$ 138,039.29**		**$ 184,231.03**		**$ 197,844.70**		**$ 262,480.15**
C. STORM SEWER SYSTEM													
14	15" HDPE N12 STORM DRAIN REPLACEMENT	LF	50.0	$ 25.00	$ 1,250.00	$ 32.50	$ 1,625.00	$ 38.00	$ 1,900.00	$ 45.00	$ 2,250.00	$ 90.00	$ 4,500.00
15	18" HDPE N12 STORM DRAIN REPLACEMENT	LF	50.0	$ 30.00	$ 1,500.00	$ 45.50	$ 2,275.00	$ 45.00	$ 2,250.00	$ 50.00	$ 2,500.00	$ 95.00	$ 4,750.00
16	24" HDPE N12 STORM DRAIN REPLACEMENT	LF	50.0	$ 38.00	$ 1,900.00	$ 58.50	$ 2,925.00	$ 60.00	$ 3,000.00	$ 60.00	$ 3,000.00	$ 110.00	$ 5,500.00
SUB - TOTAL STORM SEWER SYSTEM					**$ 4,650.00**		**$ 6,825.00**		**$ 7,150.00**		**$ 7,750.00**		**$ 14,750.00**
D. STREET PAVING													
17	PAVEMENT REMOVAL (ASPHALT)	SY	1,250.0	$ 12.00	$ 15,000.00	$ 10.40	$ 13,000.00	$ 12.50	$ 15,625.00	$ 19.00	$ 23,750.00	$ 7.00	$ 8,750.00
18	PAVEMENT REPLACEMENT (3.5" ASPHALT)	SY	1,250.0	$ 32.00	$ 40,000.00	$ 28.60	$ 35,750.00	$ 42.35	$ 52,937.50	$ 8.00	$ 10,000.00	$ 45.00	$ 56,250.00
19	CRUSHED LIMESTONE	TONS	450.0	$ 60.00	$ 27,000.00	$ 61.10	$ 27,495.00	$ 55.00	$ 24,750.00	$ 96.00	$ 43,200.00	$ 75.00	$ 33,750.00
SUB - TOTAL STREET PAVING					**$ 82,000.00**		**$ 76,245.00**		**$ 93,312.50**		**$ 76,950.00**		**$ 98,750.00**

ITEM NO.	DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
E. MISCELLANEOUS ITEMS													
20	EROSION AND SEDIMENTATION CONTROL	LS	1.0	$ 5,500.00	$ 5,500.00	$ 6,500.00	$ 6,500.00	$ 1,500.00	$ 1,500.00	$ 7,500.00	$ 7,500.00	$ 5,000.00	$ 5,000.00
21	TRAFFIC CONTROL	LS	1.0	$ 13,000.00	$ 13,000.00	$ 32,500.00	$ 32,500.00	$ 5,000.00	$ 5,000.00	$ 26,000.00	$ 26,000.00	$ 25,000.00	$ 25,000.00
22	SEED & MULCH	ACRE	0.5	$ 4,000.00	$ 2,000.00	$ 6,500.00	$ 3,250.00	$ 3,500.00	$ 1,750.00	$ 6,542.00	$ 3,271.00	$ 2,500.00	$ 1,250.00
23	BERMUDA SOD	SY	350.0	$ 7.00	$ 2,450.00	$ 6.50	$ 2,275.00	$ 10.00	$ 3,500.00	$ 21.00	$ 7,350.00	$ 22.00	$ 7,700.00
24	CONCRETE CURB AND GUTTER REPLACEMENT	LF	650.0	$ 12.00	$ 7,800.00	$ 32.50	$ 21,125.00	$ 36.00	$ 23,400.00	$ 48.00	$ 31,200.00	$ 53.00	$ 34,450.00
25	REMOVE & REPLACE 8" WATER MAIN	LF	200.0	$ 70.00	$ 14,000.00	$ 78.00	$ 15,600.00	$ 100.00	$ 20,000.00	$ 120.00	$ 24,000.00	$ 115.00	$ 23,000.00
26	MOBILIZATION	LS	1.0	$ 25,000.00	$ 25,000.00	$ 13,000.00	$ 13,000.00	$ 10,000.00	$ 10,000.00	$ 30,000.00	$ 30,000.00	$ 45,000.00	$ 45,000.00
SUB - TOTAL MISCELLANEOUS ITEMS					**$ 69,750.00**		**$ 94,250.00**		**$ 65,150.00**		**$ 129,321.00**		**$ 141,400.00**

SUMMARY				
A. EXCAVATION	$ 41,450.00	$ 47,377.00	$ 40,500.00	$ 47,000.00	$ 47,200.00
B. SANITARY SEWER SYSTEM	$ 126,404.60	$ 138,039.29	$ 184,231.03	$ 197,844.70	$ 262,480.15
C. STORM SEWER SYSTEM	$ 4,650.00	$ 6,825.00	$ 7,150.00	$ 7,750.00	$ 14,750.00
D. STREET PAVING	$ 82,000.00	$ 76,245.00	$ 93,312.50	$ 76,950.00	$ 98,750.00
E. MISCELLANEOUS ITEMS	$ 69,750.00	$ 94,250.00	$ 65,150.00	$ 129,321.00	$ 141,400.00
TOTAL BID ALTERNATE #1:	**$ 324,254.60**	**$ 362,736.29**	**$ 390,343.53**	**$ 458,865.70**	**$ 564,580.15**

	ENGINEER'S ESTIMATE	AXIS SITE WORK, LLC	DIAMOND CREEK CONSTRUCTION, LLC	EUBANK CONSTRUCTION CO., INC.	REV CONSTRUCTION INC.
TOTAL BASE BID:	$ 1,289,460.20	$ 1,379,532.02	$ 1,747,371.20	$ 2,119,536.71	$ 2,804,038.40
TOTAL BASE BID & BID ALT. #1:	$ 1,613,714.80	$ 1,742,268.31	$ 2,137,714.73	$ 2,578,402.41	$ 3,368,618.55

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Aldermen

From: John Crawley, City Engineer

CC: Bart Robinson, P.E., COO/ Hollis Green, Director, Development Services
Rob Neely, P.E., General Manager, Oxford Utilities

Date: October 1, 2024

Re: Request to Accept 2024-2025 Material Supplier List - City of Oxford

---

The annual material supplier bids were received on Thursday, September 19th at 2:00 P.M. at City Hall. These bids are for materials and chemicals related to the daily activities and responsibilities within various City Departments i.e., Water, Sewer, and Street Department. The bids have been tabulated and are attached. Engineering requests these bids be accepted and implementation begin on October 1, 2024.

CITY OF OXFORD SUPPLIERS LIST FOR OPERATING MATERIALS (2024-2025)

AGGREGATE MATERIALS HAULING

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1	TANDEM TRUCK WITH DRIVER	HR	NO BID	**NO BID**	

AGGREGATE MATERIALS

ITEM	DESCRIPTION	UNIT	UNIT		
1	CLAY GRAVEL	TON	$ 31.00	**CROSSWAY TRUCKING**	**662-882-9467**
2	WASHED ROAD GRAVEL	TON	$ 39.50	**NUNLEY TRUCKING**	**662-424-0080**
3	CRUSHED LIMESTONE	TON	$ 37.50	**CROSSWAY TRUCKING**	**662-882-9467**
4	PEA GRAVEL	TON	$ 37.00	**NUNLEY TRUCKING**	**662-424-0080**
5	#7 CLEAN SLAG	TON	$ 36.50	**NUNLEY TRUCKING**	**662-424-0080**
				NUNLEY TRUCKING	**662-424-0080**

ASPHALT

ITEM	DESCRIPTION	UNIT		SUPPLIER	CONTACT
1	HMA ASPHALTS HAULED AND PLACED ON CITY STREETS 1-250 TONS	TON	$ 115.00	**LEHMAN ROBERTS**	234-5313
2	HMA ASPHALTS HAULED AND PLACED ON CITY STREETS 250 & 500	TON	$ 72.00	**LEHMAN ROBERTS**	234-5313
3	HMA ASPHALTS HAULED AND PLACED ON CITY STREETS 501-750	TON	$ 53.00	**LEHMAN ROBERTS**	234-5313
4	HMA ASPHALTS HAULED AND PLACED ON CITY STREETS 750 & UP	TON	$ 45.00	**LEHMAN ROBERTS**	234-5313
5	Tack Coat (Rate .05-.10 gallons per square yard	S.Y.	$ 0.55	**LEHMAN ROBERTS**	234-5313
6	Grading or Shaping	S.Y.	$ 16.00	**LEHMAN ROBERTS**	234-5313

*ASPHALTS WILL BE PURCHASED FROM STATE CONTRACT OR F.O.B. PRICE, WHICHEVER IS LOWER AT PURCHASE TIME

COLD MILLING

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1	COLD MILLING OF BITUMINOUS PAVEMENT				
	0 TO 500	TON	$ 100.00	**LEHMAN ROBERTS**	234-5313
	501-1000	TON	$ 82.00	**LEHMAN ROBERTS**	234-5313
	1001-1500	TON	$ 65.00	**LEHMAN ROBERTS**	234-5313
	1501-2000	TON	$ 60.00	**LEHMAN ROBERTS**	234-5313
	2001 & UP	TON	$ 50.00	**LEHMAN ROBERTS**	234-5313
2	COLD MILLING OF CONCRETE PAVEMENT				
	0 TO 500	TON	NO BID	NO BID	NO BID
	501-1000	TON	NO BID	NO BID	NO BID
	1001-1500	TON	NO BID	NO BID	NO BID
	1501-2000	TON	NO BID	NO BID	NO BID
	2001 & UP	TON	NO BID	NO BID	NO BID
3	One Day Milling	DAY	$ 30,000.00	**LEHMAN ROBERTS**	234-5313

CONCRETE MATERIALS AND SUPPIES

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1a	2,500 PSI (> 5)	C.Y.	NO BID		
b	2,500 PSI (< 5)	C.Y.	NO BID		
c	SMALL LOAD (TRUCK CHARGE	SMALL TRUCK	NO BID		
2a	3,000 PSI (> 5)	C.Y.	$ 172.90	**LAFAYETTE READY MIX**	662-234-7547
b	3,000 PSI (< 5)	C.Y.	$ 172.90	**LAFAYETTE READY MIX**	662-234-7547
c	SMALL LOAD (TRUCK CHARGE	SMALL TRUCK	4.75/ yd.	**LAFAYETTE READY MIX**	662-234-7547
3	FLOWABLE FILL	EA.	$ 163.90	**LAFAYETTE READY MIX**	662-234-7547

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT

PRECAST CONCRETE MANHOLES

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	
1	48" - CONE	EA.	NO BID	**NO BID**	
2	48" - FLAT TOP	EA.	NO BID	**NO BID**	
3	48" MANHOLE SECTION	L.F.	NO BID	**NO BID**	
4	48" MANHOLE BOTTOM	EA.	NO BID	**NO BID**	
5	48"x 24" DOGHOUSE(12 OCLOCK AND 6 OCLOCK POSTION)	EA.	NO BID	**NO BID**	
6	48" X26" DOGHOUSE (3 OCLOCK AND 6 OCLOCK POSITION	EA.	NO BID	**NO BID**	
7	4" CONCRETE RISER	EA.	NO BID	**NO BID**	
8	6" CONCRETE RISER	EA.	NO BID	**NO BID**	
9	V 1317 RING AND LID	EA.	NO BID	**NO BID**	
10	VULCAN- VM7 MOD RING AND LID (TRAFFIC DUTY)	EA.	NO BID	**NO BID**	
11	RAMNECK	CASE	NO BID	**NO BID**	

DRAINAGE PIPE - CORRUGATED HDPE

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1	12-INCH HDPE PIPE	L.F.	7.75	**J&G CULVERTS**	205-932-8504
2	15-INCH HDPE PIPE	L.F.	10.60	**J&G CULVERTS**	205-932-8504
3	18-INCH HDPE PIPE	L.F.	14.82	**J&G CULVERTS**	205-932-8504
4	24-INCH HDPE PIPE	L.F.	25.41	**J&G CULVERTS**	205-932-8504
5	30-INCH HDPE PIPE	L.F.	35.84	**J&G CULVERTS**	205-932-8504
6	36" HDPE DRAINAGE PIPE	L.F.	43.27	**J&G CULVERTS**	205-932-8504
7	48" HDPE PIPE	L.F.	73.95	**J&G CULVERTS**	205-932-8504
8	18" HP PIPE	L.F.	21.39	**SOUTHERN PIPE, WILLIAMS EQUIP. COBURN**	SOUTHERN PIPE 662-393-1922
9	24" HP PIPE	L.F.	34.64	**SOUTHERN PIPE, WILLIAMS EQUIP. COBURN**	
10	30" HP PIPE	L.F.	49.73	**SOUTHERN PIPE, WILLIAMS EQUIP. COBURN**	WILLIAMS 662-232-1933
11	36" HP PIPE	L.F.	61.48	**SOUTHERN PIPE, WILLIAMS EQUIP. COBURN**	COBURN 662-269-2862
CORRUGATED POLYETHYLENT T'S					
8	12-INCH	EACH	127.50	**J&G CULVERTS**	205-932-8504
9	15-INCH	EACH	161.00	**J&G CULVERTS**	205-932-8504
10	18-INCH	EACH	287.00	**J&G CULVERTS**	205-932-8504
11	24-INCH	EACH	511.00	**J&G CULVERTS**	205-932-8504
12	30-INCH	EACH	750.00	**J&G CULVERTS**	205-932-8504
13	36 INCH	EACH	1344.00	**J&G CULVERTS**	205-932-8504
14	48 INCH	EACH	2397.20	**J&G CULVERTS**	205-932-8504
CORRUGATED POLYETHYLENE - 45 DEGREE ELBOWS					
15	12-INCH	EACH	77.00	**J&G CULVERTS**	205-932-8504
16	15-INCH	EACH	105.00	**J&G CULVERTS**	205-932-8504
17	18-INCH	EACH	147.00	**J&G CULVERTS**	205-932-8504
18	24-INCH	EACH	280.00	**J&G CULVERTS**	205-932-8504
19	30-INCH	EACH	434.00	**J&G CULVERTS**	205-932-8504
20	36 INCH	EACH	770.00	**J&G CULVERTS**	205-932-8504
21	48 INCH	EACH	1526.00	**J&G CULVERTS**	205-932-8504

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
CORRUGATED POLYETHYLENE- 90 DEGREE FITTINGS					
22	12-INCH	EACH	84.00	**J&G CULVERTS**	205-932-8504
23	15-INCH	EACH	105.00	**J&G CULVERTS**	205-932-8504
24	18-INCH	EACH	147.00	**J&G CULVERTS**	205-932-8504
25	24-INCH	EACH	280.00	**J&G CULVERTS**	205-932-8504
26	30-INCH	EACH	434.00	**J&G CULVERTS**	205-932-8504
27	36-INCH	EACH	770.00	**J&G CULVERTS**	205-932-8504
28	48-INCH	EACH	1526.00	**J&G CULVERTS**	205-932-8504
CORRUGATED POLYETHYLENE-22 1/2 DEGREE FITTINGS					
29	12-INCH	EACH	84.00	**J&G CULVERTS**	205-932-8504
30	15-INCH	EACH	105.00	**J&G CULVERTS**	205-932-8504
31	18-INCH	EACH	147.00	**J&G CULVERTS**	205-932-8504
32	24-INCH	EACH	280.00	**J&G CULVERTS**	205-932-8504
33	30-INCH	EACH	434.00	**J&G CULVERTS**	205-932-8504
34	36-INCH	EACH	770.00	**J&G CULVERTS**	205-932-8504
35	48-INCH	EACH	1526.00	**J&G CULVERTS**	205-932-8504
HDPE BANDS					
36	12-INCH	EACH	9.30	**J&G CULVERTS**	205-932-8504
37	15-INCH	EACH	23.80	**J&G CULVERTS**	205-932-8504
38	18-INCH	EACH	57.69	**SOUTHERN PIPE, WILLIAMS EQUIP.**	WILLIAMS 662-232-1933
39	24-INCH	EACH	65.36	**J&G CULVERTS**	205-932-8504
40	30-INCH	EACH	108.79	**J&G CULVERTS**	205-932-8504
41	36-INCH	EACH	226.86	**J&G CULVERTS**	205-932-8504
42	48-INCH	EACH	278.63	**J&G CULVERTS**	205-932-8504
GRATES					
43	CAST IRON GRATES- 35 7/8"x 17 7/8" x 2 3/4" GR Frame and Grate Set V5754 FR- V5759-1	EACH	$ 561.20	**EAGLE PIPE & SUPPLY**	601-813-6367
44	CAST IRON GRATES- 29 3/4" x 17 3/4" x 3" GR Frame and Grate Set 5460M-5460Z	EACH	$ 665.00	**EAGLE PIPE & SUPPLY**	601-813-6367
45	CAST IRON GRATES- V5724-3 24" x 24" x 2 5/8"	EACH	$ 243.00	**FERGUSON ENTERPRISES**	228-863-2757
46	CAST IRON GRATES- V5752 18"x 23 3/4"	EACH	$ 323.00	**FERGUSON ENTERPRISES**	228-863-2757
47	CAST IRON GRATES- V4230 18" X 30"	EACH	$ 609.88	**EAGLE PIPE & SUPPLY**	601-813-6367
48	15" DIA. ROUND GRATE (DROP-IN CAST IRON LIGHT DUTY FOR USE WITH HDPE	EACH	$ 245.78	**WILLIAMS EQUIP**	662-232-1933
49	18" DIA. ROUND GRATE (DROP-IN CAST IRON LIGHT DUTY FOR USE WITH HDPE	EACH	$ 321.69	**WILLIAMS EQUIP**	662-232-1933
50	24" DIA. ROUND GRATE (DROP-IN CAST IRON LIGHT DUTY FOR USE WITH HDPE	EACH	$ 559.04	**WILLIAMS EQUIP**	662-232-1933
51	12" DIA. ROUND GRATE (DROP-IN CAST IRON H.D.) FOR USE WITH HDPE	EACH	$ 99.00	**FERGUSON ENTERPRISES**	228-863-2757
52	15" DIA. ROUND GRATE (DROP-IN CAST IRON H.D.) FOR USE WITH HDPE	EACH	$ 124.00	**FERGUSON ENTERPRISES**	228-863-2757
53	18" DIA. ROUND GRATE (DROP-IN CAST IRON H.D.) FOR USE WITH HDPE	EACH	$ 201.00	**EAGLE PIPE & SUPPLY**	601-813-6367
54	24" DIA. ROUND GRATE (DROP-IN CAST IRON H.D.) FOR USE WITH HDPE	EACH	$ 367.00	**EAGLE PIPE & SUPPLY**	601-813-6367
55	30" DIA. ROUND GRATE (DROP-IN CAST IRON H.D.) FOR USE WITH HDPE	EACH	$ 393.00	**EAGLE PIPE & SUPPLY**	601-813-6367
56	V4280 GUTTER INLET - 33 1/4" X 21 3/4" X 4"	EACH	$ 587.84	**EAGLE PIPE & SUPPLY**	601-813-6367
57	V4275 GUTTER INLET- 28 3/4" X 21" X 2 9/16"	EACH	$ 565.28	**EAGLE PIPE & SUPPLY**	601-813-6367
FLARED ENDS					
58	12-INCH	EACH	299.80	**SOUTHERN PIPE, WILLIAMS EQUIP**	WILLIAMS 662-232-1933
59	15-INCH	EACH	299.80	**SOUTHERN PIPE, WILLIAMS EQUIP**	SOUTHERN PIPE 662-393-1922
60	18-INCH	EACH	402.74	**SOUTHERN PIPE, WILLIAMS EQUIP**	
61	24-INCH	EACH	516.87	**SOUTHERN PIPE, WILLIAMS EQUIP**	WILLIAMS 662-232-1933
62	30-INCH	EACH	1575.00	**EAGLE PIPE & SUPPLY**	601-813-6367
63	48 INCH	EACH	NO BID	**NO BID**	NO BID

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT

FINISHED TRAFFIC SIGNS AND SIGN POST

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1	R-1-1 STOP 24"X24"	EACH	$19.02	**G&C SUPPLY**	601-932-5854
2	R1-1 STOP 30"X30"	EACH	$32.22	**G&C SUPPLY**	601-932-5854
3	R1-2 YIELD 30"X30"X30"	EACH	$25.19	**CUSTOM PRODUCTS**	601-932-5854
4	R1-2 YIELD 36"X36"X36"	EACH	$33.08	**CUSTOM PRODUCTS**	601-932-5854
5	R2-1 SPEED LIMIT (SPEED GIVEN) 24"X30"	EACH	$29.73	**G&C SUPPLY**	601-932-5854
6	R2-5A REDUCE SPEED AHEAD 24"X30"	EACH	$29.73	**G&C SUPPLY**	601-932-5854
7	R2-5C SPEED ZONE AHEAD 24"X30"	EACH	$29.73	**G&C SUPPLY**	601-932-5854
8	R3-1 NO RIGHT TURN(SYMBOL)24"X24"	EACH	$26.72	**G&C SUPPLY**	601-932-5854
9	R3-2 NO LEFT TURN(SYMBOL) 24"X24"	EACH	$26.72	**G&C SUPPLY**	601-932-5854
10	R3-4 NO U TURN(SYMBOL) 24"X24"	EACH	$26.72	**G&C SUPPLY**	601-932-5854
11	R3-5L LEFT TURN ONLY 30"X36"	EACH	$48.40	**G&C SUPPLY**	601-932-5854
12	R3-5R RIGHT TURN ONLY 30"X36"	EACH	$48.40	**G&C SUPPLY**	601-932-5854
13	R3-5S STRAIGHT ONLY 30"X36"	EACH	$48.40	**G&C SUPPLY**	601-932-5854
14	R3-7L LEFT LANE MUST TURN LEFT 30"X30"	EACH	$39.30	**G&C SUPPLY**	601-932-5854
15	R3-7R RIGHT LANE MUST TURN RIGHT 30"X30"	EACH	$39.30	**G&C SUPPLY**	601-932-5854
16	R4-7 KEEP RIGHT 24"X30'	EACH	$29.73	**G&C SUPPLY**	601-932-5854
17	R4-7 KEEP RIGHT 30"X36'	EACH	$48.40	**G&C SUPPLY**	601-932-5854
18	R4-7A KEEP RIGHT (90) 24"X30"	EACH	$29.73	**G&C SUPPLY**	601-932-5854
19	R4-7B KEEP RIGHT (45) 24"X30"	EACH	$29.73	**G&C SUPPLY**	601-932-5854
20	R4-8 KEEP LEFT 24"X30"	EACH	$29.73	**G&C SUPPLY**	601-932-5854
21	R5-1 DO NOT ENTER 30"X30"	EACH	$36.29	**G&C SUPPLY**	601-932-5854
22	R5-1A WRONG WAY 36"X24"	EACH	$38.98	**G&C SUPPLY**	601-932-5854
23	R5-2 NO TRUCKS SYMBOL 24"X24"	EACH	$26.72	**G&C SUPPLY**	601-932-5854
24	R6-1L ONE WAY LEFT 36"X12"	EACH	$19.89	**G&C SUPPLY**	601-932-5854
25	R6-1R ONE WAY RIGHT 36"X12"	EACH	$19.89	**G&C SUPPLY**	601-932-5854
26	R6-1R/L ONE WAY (BACK & FRONT) 36"X12"	EACH	$26.69	**G&C SUPPLY**	601-932-5854
27	R7--2A NO PARKING ANYTIME 12"X18"	EACH	$12.50	**G&C SUPPLY**	601-932-5854
28	R7-8 RESERVED HANDICAPPED (SYMBOL) 12"X18"	EACH	$12.50	**G&C SUPPLY**	601-932-5854
29	R10-11A NO TURN ON RED 24"X30"	EACH	$30.99	**G&C SUPPLY**	601-932-5854
30	R11-2 ROAD CLOSED 48"X30"	EACH	$52.23	**G&C SUPPLY**	601-932-5854
31	R11-4 ROAD CLOSED TO THRU TRAFFIC 60"X30"	EACH	$79.37	**G&C SUPPLY**	601-932-5854
32	W9-2R MERGE RIGHT 30"X30"	EACH	$36.29	**G&C SUPPLY**	601-932-5854
33	W11-2 PEDESTRIAN SYMBOL 36"X36"	EACH	$55.18	**G&C SUPPLY**	601-932-5854
34	ST-67A6 STREET MARKER NAME GIVEN	EACH	$14.09	**G&C SUPPLY**	601-932-5854

STREET SIGN POST AND MISCELLANEOUS MATERIALS

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	601-932-5854
1	10' LONG 4-CHANNEL SIGN (GALVANIZED)	EACH	25.56	**G&C SUPPLY**	601-932-5854
2	12' LONG 4-CHANNEL SIGN (GALVANIZED)	EACH	30.57	**G&C SUPPLY**	601-932-5854
3	CAPS FOR U-CHANNEL POST FOR EXTRUDED STREET NAME SIGNS	EACH	4.41	**G&C SUPPLY**	601-932-5854
4	CROSSES FOR EXTRUDED STREET SIGNS	EACH	4.41	**G&C SUPPLY**	601-932-5854
5	JUMBO 12" CROSS BRACKETS	EACH	10.90	**G&C SUPPLY**	601-932-5854
6	JUMBO 12" 90 DEGREE POST CAP (4 CHANNEL) BRACKETS	EACH	10.90	**G&C SUPPLY**	601-932-5854
7	JUMBO 12" 180 DEGREE (U CHANNEL) BRACKETS	EACH	10.90	**G&C SUPPLY**	601-932-5854

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT

HEAT FUSED DURABLE RETROFLECTIVE PREFORMED PAVEMENT MARKINGS

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1	THERMOPLASTIV SYMBLOS AND LEGEND (90 mil)	S.F.	$ 4.45	**FLINT**	336-308-3802
2	THERMOPLASTIC LINE (WHITE OR YELLOW)(90 mil) (FLAT SECTIONS)				
	4"	L.F.	$ 0.76	**GEVEKO MARKINGS**	770-847-9410
	6"	L.F.	$ 1.16	**GEVEKO MARKINGS**	770-847-9410
	8"	L.F.	$ 1.54	**GEVEKO MARKINGS**	770-847-9410
	12"	L.F.	$ 2.30	**GEVEKO MARKINGS**	770-847-9410
	16"	L.F.	$ 3.06	**GEVEKO MARKINGS**	770-847-9410
	24"	L.F.	$ 4.59	**GEVEKO MARKINGS**	770-847-9410
3	THERMOPLASTIC LINE (WHITE OR YELLOW)(90 mil) (ROLLS)				
	4"	L.F.	$ 0.83	**FLINT**	336-308-3802
	6"	L.F.	$ 1.26	**FLINT**	336-308-3802
	8"	L.F.	$ 1.66	**FLINT**	336-308-3802
	12"	L.F.	$ 2.51	**FLINT**	336-308-3802
	16"	L.F.	$ 3.33	**FLINT**	336-308-3802
	24"	L.F.	$ 5.00	**FLINT**	336-308-3802
4	LEGENDS (90 MIL)				
	MPH 8'	S.F.	NO BID	**NO BID**	NO BID
	PED 8'	S.F.	NO BID	**NO BID**	NO BID
	STOP 8'	S.F.	NO BID	**NO BID**	NO BID
	LEFT 8'	S.F.	NO BID	**NO BID**	NO BID
	RIGHT 8'	S.F.	NO BID	**NO BID**	NO BID
	XING 8'	S.F.	NO BID	**NO BID**	NO BID
	ONLY 8'	S.F.	NO BID	**NO BID**	NO BID
	SLOW 8'	S.F.	NO BID	**NO BID**	NO BID
	AHEAD 8'	S.F.	NO BID	**NO BID**	NO BID
	YIELD 8'	S.F.	NO BID	**NO BID**	NO BID
	SIGNAL 8'	S.F.	NO BID	**NO BID**	NO BID
	SCHOOL 8'	S.F.	NO BID	**NO BID**	NO BID
	NO PARKING YELLOW 12'	S.F.	NO BID	**NO BID**	NO BID
	TURN 8'	S.F.	NO BID	**NO BID**	NO BID
5	HANDICAP MARKING (90 MIL)				
	HANDICAP KIT WHITE/BLUE 48"x48"	S.F.	NO BID	**NO BID**	NO BID
6	ARROWS				
	STRAIGHT ARROW STANDARD R/L/REVERSE	S.F.	NO BID	**NO BID**	NO BID
	TURN ARROW STANDARD R/L/REVERSE	S.F.	NO BID	**NO BID**	NO BID
	COMBINATION ARROW STANDARD R/L/REVERSE	S.F.	NO BID	**NO BID**	NO BID
	MINI TURN ARROW R/L/ REVERSE	S.F.	NO BID	**NO BID**	NO BID
	MINI STRAIGHT ARROW	S.F.	NO BID	**NO BID**	NO BID
	MINI COMBINATION R/L/REVERSE	S.F.	NO BID	**NO BID**	NO BID
7	LEGENDS (125 MIL)				
	MPH 8'	S.F.	NO BID	**NO BID**	NO BID
	PED 8'	S.F.	NO BID	**NO BID**	NO BID
	STOP 8'	S.F.	NO BID	**NO BID**	NO BID
	LEFT 8'	S.F.	NO BID	**NO BID**	NO BID
	RIGHT 8'	S.F.	NO BID	**NO BID**	NO BID
	XING 8'	S.F.	NO BID	**NO BID**	NO BID
	ONLY 8'	S.F.	NO BID	**NO BID**	NO BID
	SLOW 8'	S.F.	NO BID	**NO BID**	NO BID
	AHEAD 8'	S.F.	NO BID	**NO BID**	NO BID
	YIELD 8'	S.F.	NO BID	**NO BID**	NO BID
	SIGNAL 8'	S.F.	NO BID	**NO BID**	NO BID
	SCHOOL 8'	S.F.	NO BID	**NO BID**	NO BID
	NO PARKING YELLOW 12'	S.F.	NO BID	**NO BID**	NO BID
	TURN 8'	S.F.	NO BID	**NO BID**	NO BID
	HANDICAP MARKING (125 MIL)				
	HANDICAP KIT WHITE/BLUE 48"X48"	S.F.	NO BID	**NO BID**	NO BID
	ARROWS (125 MIL)				
	STRAIGHT ARROW STANDARD R/L/REVERSE	S.F.	NO BID	**NO BID**	NO BID
	TURN ARROW STANDARD R/L/REVERSE	S.F.	NO BID	**NO BID**	NO BID
	COMBINATION ARROW STANDARD R/L/REVERSE	S.F.	NO BID	**NO BID**	NO BID
	MINI TURN ARROW R/L/ REVERSE	S.F.	NO BID	**NO BID**	NO BID
	MINI STRAIGHT ARROW	S.F.	NO BID	**NO BID**	NO BID
	MINI COMBINATION R/L/REVERSE	S.F.	NO BID	**NO BID**	NO BID

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT

PAINTED TRAFFIC MARKINGS

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1	ROADWAY 4" THERMOPLASTIC TRAFFIC STRIPE (SKIP WHITE)(90 mil)	L.F.	0.30	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
2	ROADWAY 4" THERMOPLASTIC TRAFFIC STRIPE (CONT. WHITE)(90 mil)	L.F.	0.85	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
3	ROADWAY 4" THERMOPLASTIC TRAFFIC EDGE STRIPE (CONT. WHITE)(60 mil)	L.F.	0.65	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
4	ROADWAY 4" THERMOPLASTIC TRAFFIC STRIPE (SKIP YELLOW)(90 mil)	L.F.	0.30	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
5	ROADWAY 4" THERMOPLASTIC TRAFFIC STRIPE (CONT. YELLOW)(90 mil)	L.F.	0.80	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
6	ROADWAY 4" THERMOPLASTIC TRAFFIC EDGE STRIPE (CONT. YELLOW)(60 mil)	L.F.	0.60	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
7	ROADWAY 4" THERMOPLASTIC TRAFFIC DETAIL STRIPE (4" EQ. LENGTH WHITE OR YELLOW)(	L.F.	2.50	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
8	ROADWAY THERMOPLASTIC LEGEND (WHITE)(120 mil)	L.F.	9.00	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
9	ROADWAY RED-CLEAR REFLECTIVE RAISED MARKERS	L.F.	8.00	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
10	ROADWAY TWO-WAY YELLOW REFLECTIVE RAISED MARKERS	L.F.	8.00	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
11	ROADWAY PAINTED CURB FACE FAST DRYING YELLOW	L.F.	4.00	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
12	ROADWAY PAINTED STRIPING FAST DRYING WHITE	L.F.	0.35	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
13	ROADWAY GRINDING	L.F.	2	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
14	SMALL QUANTITY 4" THERMOPLASTIC TRAFFIC STRIPE (SKIP WHITE)	L.F.	0.5	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
15	SMALL QUANTITY THERMOPLASTIC TRAFFIC STRIPE (CONT. WHITE)	L.F.	1	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
16	SMALL QUANTITY 4" THERMOPLASTIC TRAFFIC EDGE STRIPE (CONT. WHITE)	L.F.	0.8	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
17	SMALL QUANTITY 4" THERMOPLASTIC TRAFFIC STRIPE (SKIP YELLOW)	L.F.	0.5	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
18	SMALL QUANTITY 4" THERMOPLASTIC TRAFFIC STRIPE (CONT. YELLOW)	L.F.	1	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
19	SMALL QUANTITY 4" THERMOPLASTIC TRAFFIC EDGE STRIPE (CONT. YELLOW)	L.F.	0.75	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
20	SMALL QUANTITY 4" THERMOPLASTIC TRAFFIC DETAIL STRIPE (4" EQ. LENGTH WHITE OR YE	L.F.	2.00	**SOUTHERN GENERAL**	662-832-4951
21	SMALL QUANTITY THERMOPLASTIC LEGEND (WHITE)	S.F.	12.00	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
22	SMALL QUANTITY PAINTED CURB FACE (WHITE OR YELLOW)	L.F.	$2.75	**SOUTHERN GENERAL**	662-832-4951
23	SMALL QUANTITY FAST DRYING PAINT STRIPE	L.F.	$0.50	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
24	SMALL QUANTITY GRINDING	L.F.	$3.00	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT

STONE RIP RAP

ITEM	DESCRIPTION	UNIT	UNIT PRICE		CONTACT
1	100 LB. STONE	TON	$ 39.50	**NUNLEY TRUCKING**	662-424-0080
2	200 LB. STONE	TON	$ 39.50	**NUNLEY TRUCKING**	662-424-0080
3	300 LB. STONE	TON	$ 39.50	**NUNLEY TRUCKING**	662-424-0080
4	GABION STONE	TON	$ 39.50	**NUNLEY TRUCKING**	662-424-0080
5	6/10 STONE	TON	$ 38.50	**NUNLEY TRUCKING**	662-424-0080

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT

WATER AND WASTEWATER TREATMENT CHEMICAL

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1	150 LB. CHORLINE GAS CYLINDERS	EACH	$ 176.00	**BRENNTAG MIDSOUTH**	800-283-0585
2	1 TON CHORLINE GAS CYLINERS	EACH	$ 1,740.00	**BRENNTAG MIDSOUTH**	800-283-0585
3	SODIUM FLUORIDE	LBS.	$ 1.69	**UNIVAR KENT**	901-795-4180
4	1 TON SULFUR DIOXIDE GAS CYLINDERS	LBS.	$ 1,498.00	**BRENNTAG MIDSOUTH**	800-283-0585
5	SULFUR DIOXIDE GAS 150LB	EACH	$ 207.00	**AMERIMAC CHEMICAL**	601-326-3400
	CYLINDERS				
6	HYDRATED LIME	LBS.	$ 0.30	**BRENNTAG MIDSOUTH**	800-283-0585
7	Aqua-Mag	GAL	$ 19.85	**WOFFORD**	662-983-8157
8	HYDROFLUOROSILICIC ACID (TOTE)	GAL	$ 3.87	**BRENNTAG MIDSOUTH**	800-283-0585
	(DRUM)	GAL	$ 4.52	**BRENNTAG MIDSOUTH**	800-283-0585
9	SEAQUEST (330 GAL TOTE)	EACH	$ 3,298.00	**BRENNTAG MIDSOUTH**	800-283-0585

WATER SUPPLIES

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1	**WATER METERS Note: All meters quoted by HD Supply Waterworks are Master Meter**				
a	BOTTOM LOAD MULTI-JET MASTER METER 5/8" X 3/4" (U.S. GALLONS)	EACH	$85.00	**SOUTHERN PIPE**	662-393-1922
b	BOTTOM LOAD MULTI-JET MASTER METER 1" (U.S. GALLONS)	EACH	$170.00	**SOUTHERN PIPE**	662-393-1922
c	BOTTOM LOAD MULTI-JET MASTERMETER 1-1/2" (U.S. GALLONS)	EACH	$480.00	**SOUTHERN PIPE**	662-393-1922
d	BOTTOM LOAD MULTI-JET MASTERMETER 2" (U.S. GALLONS)	EACH	$690.00	**SOUTHERN PIPE**	662-393-1922
e	5/8" X 3/4" MASTER METER WATER METER DIALOG 3G-DS	EACH	$265.00	**SOUTHERN PIPE**	662-393-1922
f	1 MASTERMETER WATER METER WITH TRANSCEIVER, DIALOG 3G-DS	EACH	$355.00	**SOUTHERN PIPE**	662-393-1922
g	1 1/2" MASTERMETER WATER METER WITH TRANSCEIVER, DIALOG 3G-DS	EACH	$650.00	**SOUTHERN PIPE**	662-393-1922
h	2" MASTERMETER WATER METER WITH TRANSCEIVER, DALOG 3G-DS	EACH	$830.00	**SOUTHERN PIPE**	662-393-1922
i	3" OCTAVE MASTER METER	EACH	$1,850.00	**SOUTHERN PIPE**	662-393-1922
j	4" OCTAVE MASTER METER	EACH	$2,600.00	**SOUTHERN PIPE**	662-393-1922
k	6" OCTAVE MASTER METER	EACH	$4,200.00	**SOUTHERN PIPE**	662-393-1922
l	8" OCTAVE MASTER METER	EACH	$4,900.00	**SOUTHERN PIPE**	662-393-1922
m	5/8 X 3/4 BLMJ METER, LEAD FREE BODY W/ bronze BOTTOM	EACH	$265.00	**SOUTHERN PIPE**	662-393-1922
	INTERPERTE REGISTER WITH LANDIS GYR PROTOCOL USG B12-A31-A14-0101A-1				
n	1" BLMJ METER LEAD FREE W/ bronze BOTTOM INTERPERTER REGISTER	EACH	$355.00	**SOUTHERN PIPE**	662-393-1922
	W/LANDIS GYR PROTOCOL USG B16-A31-A14-0101A-1				
o	1-1/2 THREADED MJ (MS) METER,LEAD FREE BODY W/ INTERPRETER REGISTER	EACH	$540.00	**SOUTHERN PIPE**	662-393-1922
	W/LANDIS GYR PROTOCOL USG M22-A00-A14-0101A-1				
p	2 THREADED MJ (MS) METER, LEAD FREE BODY W/ INTEPRETER REGISTER	EACH	$780.00	**SOUTHERN PIPE**	662-393-1922
	W/LANDIS GYR PROTOCOL USG M24-A00-A14-0101A-1				
q	3" TURBINE METER, LEAD FREE W/INERPRETER REGISTER	EACH	$1,420.00	**SOUTHERN PIPE**	662-393-1922
	W/LANDIS GYR PROTOCOL USG T32-A1-A14-0101A-1				
r	4" TURBINE METER,LEAD FREE BODY W/INTERPRETER REGISTER	EACH	$1,900.00	**SOUTHERN PIPE**	662-393-1922
	W/LANDIS GYR PROTOCOL USG T33-A1-A14-0101A-1				
s	6" TURBINE METER, LEAD FREE BODY W/INTERPRETER REGISTER	EACH	$2,900.00	**SOUTHERN PIPE**	662-393-1922
	W/LANDIS GYR PROTOCOL USG T34-A1-A14-0101A-1				
t	8" TURBINE METER W/LEAD FREE BODY W/INTERPRETER REGISTER	EACH	$4,200.00	**SOUTHERN PIPE**	662-393-1922
	W/LANDIS GYR PROTOCOL USG T35-A1-A14-0101A-1				
u	10" TURBINE METER,CAST IRON BODY , W/INTERPRETER REGISTER	EACH	$4,200.00	**SOUTHERN PIPE**	662-393-1922
	W/LANDIS GYR PROTOCOL USG W36-E1-A14-0101A-1				
2	**COORPORATION STOPS**				
a	FORD CORPORATION STOP -3/4" FB 1000-3G- ALL GRIP COMPRESSION	EACH	54.34	**CENTRAL PIPE**	800-844-7700
b	FORD CORPORATION STOP - 1" FB 1000 4G - ALL GRIP COMPRESSION	EACH	71.45	**CENTRAL PIPE**	800-844-7700
c	FORD CORPORATION STOP IP - IP - 1-1/2" BALL VALVE FB 500-6	EACH	146.93	**CENTRAL PIPE**	800-844-7700
d	FORD CORPORATION STOP IP X IP - 2" BALL VALVE FB 500-7	EACH	169.12	**G&C SUPPLY**	601-932-5854
3	**CURB STOPS**				
a	FORD CURB STOPS - 3/4" B41-333GW BALL VALVE - ALL GRIP COMPRESSION X FEMALE IP THREAD	EACH	$49.31	**CENTRAL PIPE**	800-844-7700
b	FORD CURB STOPS-IP X IP -- 3/4" BALL VALVE B11-333W	EACH	$60.00	**SOUTHERN PIPE**	662-393-1922
c	FORD CURB STOPS--1" B41-344GW BALL VALVE-ALL GRIP COMPRESSION X FEMAILE IP THRE	EACH	$87.88	**CENTRAL PIPE**	800-844-7700
d	FORD CURB STOPS- 1" BALL VALVE B11-444W	EACH	$92.19	**CENTRAL PIPE**	800-844-7700
e	FORD CURB STOPS IP X IP- 1 1/2" BALL VALVE B11-666W	EACH	$186.29	**CENTRAL PIPE**	800-844-7700
f	FORD CURB STOPS- 1 1/2" BALL VALVE B41-666GW	EACH	$220.00	**SOUTHERN PIPE**	662-393-1922
g	FORD CURB STOPS- IP X IP - 2" BALL VALVE B11-777W	EACH	$271.00	**SOUTHERN PIPE**	662-393-1922
h	FORD CURB STOPS- 2"- B41-777GWBALL VALVE-CTS X FIP	EACH	$305.00	**SOUTHERN PIPE**	662-393-1922
4	**METER COUPLINGS**				
a	FORD METER COUPLING 3/4"	EACH	$10.95	**CENTRAL PIPE SUPPLY**	800-844-7700
b	FORD METER COUPLING 1"	EACH	$16.85	**CENTRAL PIPE SUPPLY**	800-844-7700
c	FORD METER COUPLING 1-1/2"	EACH	$46.64	**CENTRAL PIPE SUPPLY**	800-844-7700
d	FORD METER COUPLING 2"	EACH	$64.95	**CENTRAL PIPE SUPPLY**	800-844-7700

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
e	FORD METER COUPLING BUSHING 1-1/2" - BB1M-66	EACH	$41.27	**CENTRAL PIPE SUPPLY**	800-844-7700
f	FORD METER COUPLING BUSHING 2" - BB1M -77	EACH	$59.77	**CENTRAL PIPE SUPPLY**	800-844-7700

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
5	**ALL BRASS SHALL BE ALL COMPRESSION ALL GRIP STYLE**				
a	FORD MALE ADAPTER -3/4" C84-33G COMPRESSION-ALL GRIP	EACH	$ 16.83	**CENTRAL PIPE SUPPLY**	800-844-7700
b	FORD FEMALE ADAPTER-3/4" C14-33G COMPRESSION-ALL GRIP	EACH	$ 17.71	**CENTRAL PIPE SUPPLY**	800-844-7700
c	FORD MALE ADAPTER -1" C84-44G COMPRESSION-ALL GRIP	EACH	$ 19.93	**CENTRAL PIPE SUPPLY**	800-844-7700
d	FORD FEMALE ADAPTER-1" C14-44G COMPRESSION-ALL GRIP	EACH	$ 24.03	**CENTRAL PIPE SUPPLY**	800-844-7700
e	FORD MALE ADAPTER- 1 1/2" COMPRESSION ALL GRIP C84-66	EACH	$ 54.35	**CENTRAL PIPE SUPPLY**	800-844-7700
f	FORD FEMALE ADAPTER 1 1/2" COMPRESSION ALL GRIP C14-66G	EACH	$ 69.52	**CENTRAL PIPE SUPPLY**	800-844-7700
g	FORD MALE ADAPTER 2 " COMPRESSION- ALL GRIP C84-77G	EACH	$ 79.17	**CENTRAL PIPE SUPPLY**	800-844-7700
h	FORD FEMALE ADAPTER- 2" COMPRESSION- ALL GRIP C14-77G	EACH	$ 82.78	**CENTRAL PIPE SUPPLY**	800-844-7700
i	U-BRANCH - 14" SPACING - U48-43G, 1" CTS X 3/4" MIP	EACH	$ 65.74	**FERGUSON ENTERPRISES**	228-863-2757
j	U-BRANCH - 14" SPACING - U18-44, 1" FIP X 1" MIP	EACH	$ 82.20	**CENTRAL PIPE SUPPLY**	800-844-7700
6	**COUPLINGS**				
a	GALVANIZED DRESSER COUPLING - 3/4" COMPRESSION STYLE 65	EACH	$ 17.55	**FERGUSON ENTERPRISES**	228-863-2757
b	FORD BRASS FOR COPPER DRESSER COUPLING - 3/4" COMPRESSION ALL GRIP G44-33G	EACH	$ 20.39	**CENTRAL PIPE SUPPLY**	800-844-7700
c	GALVANIZED DRESSER COUPLING - 1" COMPRESSION STYLE 65	EACH	$ 19.82	**FERGUSON ENTERPRISES**	228-863-2757
d	1" FORD BRASS CTS COUPLING - C44-44G	EACH	$ 23.34	**CENTRAL PIPE SUPPLY**	800-844-7700
e	GALVANIZED DRESSER COUPLING - 1-1/2" COMPRESSION, STYLE 65	EACH	$ 29.16	**FERGUSON ENTERPRISES**	228-863-2757
f	FORD BRASS FOR COPPER DRESSER COUPLING - 1-1/2" COMPRESSION ALL GRIP C44-66G	EACH	$ 78.00	**SOUTHERN PIPE**	662-393-1922
g	GALVANIZED DRESSER COUPLING - 2" COMPRESSION , STYLE 65	EACH	$ 36.17	**FERGUSON ENTERPRISES**	228-863-2757
h	FORD BRASS FOR COPPER DRESSER COUPLING - 2" COMPRESSION - ALL GRIP C44 -77G	EACH	$ 105.43	**CENTRAL PIPE SUPPLY**	800-844-7700
7	**SERVICE SADDLES**				
a	4" X 3/4" DOUBLE STRAP SADDLE, CC THREAD STYLE 202B	EACH	$98.21	**CENTRAL PIPE SUPPLY**	800-844-7700
b	4" X 1" DOUBLE STRAP SADDLE, CC THREAD	EACH	$98.21	**CENTRAL PIPE SUPPLY**	800-844-7700
c	4" X 1-1/2" DOUBLE STRAP SADDLE , IP THREAD	EACH	$114.53	**CENTRAL PIPE SUPPLY**	800-844-7700
d	4" X 2" DOUBLE STRAP SADDLE, IP THREAD	EACH	$124.69	**CENTRAL PIPE SUPPLY**	800-844-7700
e	6" X 3/4" DOUBLE STRAP SADDLE, CC THREAD	EACH	$115.69	**CENTRAL PIPE SUPPLY**	800-844-7700
f	6" X 1" DOUBLE STRAP SADDLE , CC THREAD	EACH	$115.69	**CENTRAL PIPE SUPPLY**	800-844-7700
g	6" X 1-1/2" DOUBLE STRAP SADDLE, IP THREAD	EACH	$132.00	**SOUTHERN PIPE**	662-393-1922
h	6" X 2" DOUBLE STRAP SADDLE , IP THREAD	EACH	$145.00	**SOUTHERN PIPE**	662-393-1922
I	8" X 3/4" DOUBLE STRAP SADDLE, CC THREAD	EACH	$143.00	**SOUTHERN PIPE**	662-393-1922
j	8" X 1" DOUBLE STRAP SADDLE , CC THREAD	EACH	$143.00	**SOUTHERN PIPE**	662-393-1922
k	8" X 1-1/2" DOUBLE STRAP SADDLE , IP THREAD	EACH	$150.75	**CENTRAL PIPE SUPPLY**	800-844-7700
l	8" X 2" DOUBLE STRAP SADDLE , IP THREAD	EACH	$164.00	**SOUTHERN PIPE**	662-393-1922
m	10" X 1-1/2" DOUBLE STRAP SADDLE , IP THREAD	EACH	$194.80	**CENTRAL PIPE SUPPLY**	800-844-7700
n	10" X 2" DOUBLE STRAP SADDLE , IP THREAD	EACH	$209.22	**CENTRAL PIPE SUPPLY**	800-844-7700
o	12" X 1-1/2" DOUBLE STRAP SADDLE, IP THREAD	EACH	$234.14	**CENTRAL PIPE SUPPLY**	800-844-7700
p	12" X 2" DOUBLE STRAP SADDLE, IP THREAD	EACH	$237.00	**SOUTHERN PIPE**	662-393-1922
q	(Left Blank Intentionally)				
r	(Left Blank Intentionally)				
s	(Left Blank Intentionally)				
t	(Left Blank Intentionally)				
8	**COUPLINGS**				
a	STEEL BOLTED COUPLINGS - 2" X 12" LONG, PVC	EACH	$62.41	**CENTRAL PIPE SUPPLY**	800-844-7700
b	STEEL BOLTED COUPLINGS - 3" X 12" LONG, PVC	EACH	$112.00	**SOUTHERN PIPE**	662-393-1922
c	STEEL BOLTED COUPLINGS - 4" X 12" LONG PVC DR21	EACH	$129.50	**CENTRAL PIPE SUPPLY**	800-844-7700
d	STEEL BOLTED COUPLINGS - 6" X 12" LONG PVC DR21	EACH	$232.00	**SOUTHERN PIPE**	662-393-1922
e	STEEL BOLTED COUPLINGS - 8" X 12" LONG PVC DR 21	EACH	$344.97	**CENTRAL PIPE SUPPLY**	800-844-7700
f	STEEL BOLTED COUPLINGS - 10" X 12" LONG PVC DR 21	EACH	$337.29	**COBURN SUPPLY**	662-269-2862
g	STEEL BOLTED COUPLINGS - 12" X 12" LONG PVC DR 21	EACH	$412.75	**FERGUSON ENTERPRISES**	228-863-2757
9	**FULL CIRCLE CLAMPS FORD ONLY (FOR USE WITH DUCTILE IRON PIPE) NOTE: ALL VALVES AND DUCTILE IRON FITTINGS TO BE DOMESTIC**				
a	FORD FULL CIRCLE CLAMP - ALL STAINLESS - 2" X 12" LONG	EACH	$73.00	**SOUTHERN PIPE**	662-393-1922
b	FORD FULL CIRCLE CLAMP - ALL STAINLESS - 4" X 12" LONG	EACH	$96.00	**SOUTHERN PIPE**	662-393-1922
c	FORD FULL CIRCLE CLAMP - ALL STAINLESS - 6" X 12" LONG	EACH	$101.00	**SOUTHERN PIPE**	662-393-1922
d	FORD FULL CIRCLE CLAMP - ALL STAINLESS - 8" X 12" LONG	EACH	$102.14	**COBURN SUPPLY**	662-269-2862
e	FORD FULL CIRCLE CLAMP - ALL STAINLESS - 10" X 12" LONG	EACH	$157.07	**CENTRAL PIPE SUPPLY**	800-844-7700
f	FORD FULL CIRCLE CLAMP - ALL STAINLESS - 12" X 12" LONG	EACH	$166.64	**CENTRAL PIPE SUPPLY**	800-844-7700
g	FORD FULL CIRCLE CLAMP - ALL STAINLESS - 16" X 12" LONG	EACH	$276.21	**CENTRAL PIPE SUPPLY**	800-844-7700

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
10	**SOLID SLEEVES DOMESTIC FITTINGS ONLY**				
a	SOLID SLEEVES - 4" (4" X 12" LONG WITH ACCESSORIES)	EACH	$70.20	**FERGUSON ENTERPRISES**	228-863-2757
b	SOLID SLEEVES - 6" (6" X 12" LONG WITH ACCESSORIES)	EACH	$117.60	**FERGUSON ENTERPRISES**	228-863-2757
c	SOLID SLEEVES - 8" (8" X 12" LONG WITH ACCESSORIES)	EACH	$189.00	**FERGUSON ENTERPRISES**	228-863-2757
d	SOLID SLEEVES - 10" (10" X 12" LONG WITH ACCESSORIES)	EACH	$226.20	**FERGUSON ENTERPRISES**	228-863-2757
e	SOLID SLEEVES - 12" (12" X 12" LONG WITH ACCESSORIES)	EACH	$294.00	**SOUTHERN PIPE**	662-393-1922
f	SOLID SLEEVES - 16" (16" X 12" ONG WITH ACCESSORIES)	EACH	$541.00	**SOUTHERN PIPE**	662-393-1922
11	**DUCTILE IRON FITTINGS**				
a	DUCTILE IRON 90 WITH ACCESSORIES - 3"	EACH	$70.15	**EAGLE PIPE & SUPPLY**	601-813-6367
b	DUCTILE IRON 90 WITH ACCESSORIES - 4"	EACH	$75.90	**EAGLE PIPE & SUPPLY**	601-813-6367
c	DUCTILE IRON 90 WITH ACCESSORIES - 6"	EACH	$124.20	**EAGLE PIPE & SUPPLY**	601-813-6367
d	DUCTILE IRON 90 WITH ACCESSORIES - 8"	EACH	$179.00	**EAGLE PIPE & SUPPLY**	601-813-6367
e	DUCTILE IRON 90 WITH ACCESSORIES - 10"	EACH	$284.00	**EAGLE PIPE & SUPPLY**	601-813-6367
f	DUCTILE IRON 90 WITH ACCESSORIES - 12"	EACH	$367.00	**SOUTHERN PIPE**	662-393-1922
g	DUCTILE IRON 90 WITH ACCESSORIES - 16"	EACH	$790.00	**SOUTHERN PIPE**	662-393-1922
h	DUCTILE IRON 45 WITH ACCESSORIES - 3"	EACH	$63.25	**EAGLE PIPE & SUPPLY**	601-813-6367
i	DUCTILE IRON 45 WITH ACCESSORIES - 4"	EACH	$63.25	**EAGLE PIPE & SUPPLY**	601-813-6367
j	DUCTILE IRON 45 WITH ACCESSORIES - 6"	EACH	$100.00	**EAGLE PIPE & SUPPLY**	601-813-6367
k	DUCTILE IRON 45 WITH ACCESSORIES - 8"	EACH	$116.00	**SOUTHERN PIPE**	662-393-1922
l	DUCTILE IRON 45 WITH ACCESSORIES - 10"	EACH	$212.00	**EAGLE PIPE & SUPPLY**	601-813-6367
m	DUCTILE IRON 45 WITH ACCESSORIES - 12"	EACH	$315.00	**SOUTHERN PIPE**	662-393-1922
n	DUCTILE IRON 45 WITH ACCESSORIES - 16"	EACH	$593.00	**SOUTHERN PIPE**	662-393-1922
o	DUCTILE IRON TEE WITH ACCESSORIES- 3"	EACH	$97.00	**EAGLE PIPE & SUPPLY**	601-813-6367
p	DUCTILE IRON TEE WITH ACCESSORIES- 4"	EACH	$102.00	**EAGLE PIPE & SUPPLY**	601-813-6367
q	DUCTILE IRON TEE WITH ACCESSORIES - 6"	EACH	$183.00	**EAGLE PIPE & SUPPLY**	601-813-6367
r	DUCTILE IRON TEE WITH ACCESSORIES - 8"	EACH	$274.00	**EAGLE PIPE & SUPPLY**	601-813-6367
s	DUCTILE IRON TEE WITH ACCESSORIES - 10"	EACH	$395.00	**SOUTHERN PIPE**	662-393-1922
t	DUCTILE IRON TEE WITH ACCESSORIES - 12"	EACH	$514.00	**SOUTHERN PIPE**	662-393-1922
u	DUCTILE IRON TEE WITH ACCESSORIES - 16"	EACH	$1,113.00	**SOUTHERN PIPE**	662-393-1922
v	DUCTILE IRON REDUCER WITH ACCESSORIES - 4" X 3"	EACH	$65.50	**EAGLE PIPE & SUPPLY**	601-813-6367
w	DUCTILE IRON REDUCER WITH ACCESSORIES - 6" X 4"	EACH	$72.45	**EAGLE PIPE & SUPPLY**	601-813-6367
x	DUCTILE IRON REDUCER WITH ACCESSORIES - 8" X 4"	EACH	$99.00	**EAGLE PIPE & SUPPLY**	601-813-6367
y	DUCTILE IRON REDUCER WITH ACCESSORIES - 8" X 6"	EACH	$105.25	**EAGLE PIPE & SUPPLY**	601-813-6367
z	DUCTILE IRON REDUCER WITH ACCESSORIES - 10" X 8"	EACH	$149.00	**EAGLE PIPE & SUPPLY**	601-813-6367
aa	DUCTILE IRON REDUCER WITH ACCESSORIES - 12" X 10"	EACH	$202.00	**EAGLE PIPE & SUPPLY**	601-813-6367
bb	DUCTILE IRON CAP WITH ACCESSORIES - 4"	EACH	$30.00	**FERGUSON ENTERPRISES**	228-863-2757
cc	DUCTILE IRON CAP WITH ACCESSORIES - 6"	EACH	$52.80	**FERGUSON ENTERPRISES**	228-863-2757
dd	DUCTILE IRON CAP WITH ACCESSORIES - 8"	EACH	$86.40	**FERGUSON ENTERPRISES**	228-863-2757
ee	DUCTILE IRON CAP WITH ACCESSORIES - 10"	EACH	$108.00	**FERGUSON ENTERPRISES**	228-863-2757
ff	DUCTILE IRON CAP WITH ACCESSORIES - 12"	EACH	$156.00	**SOUTHERN PIPE**	662-393-1922
gg	DUCTILE IRON CAP WITH ACCESSORIES - 16"	EACH	$324.00	**FERGUSON ENTERPRISES**	228-863-2757
hh	DUCTILE IRON PLUG WITH ACCESSORIES - 4"	EACH	$37.20	**FERGUSON ENTERPRISES**	228-863-2757
ii	DUCTILE IRON PLUG WITH ACCESSORIES - 6'	EACH	$69.60	**FERGUSON ENTERPRISES**	228-863-2757
jj	DUCTILE IRON PLUG WITH ACCESSORIES - 8"	EACH	$102.00	**SOUTHERN PIPE**	662-393-1922
kk	DUCTILE IRON PLUG WITH ACCESSORIES - 10"	EACH	$165.00	**SOUTHERN PIPE**	662-393-1922
ll	DUCTILE IRON PLUG WITH ACCESSORIES - 12"	EACH	$167.00	**SOUTHERN PIPE**	662-393-1922
mm	DUCTILE IRON PLUG WITH ACCESSORIES - 16"	EACH	$410.00	**SOUTHERN PIPE**	662-393-1922

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
12	**TAPPING VALVES AND SLEEVES**				
a	3" FLANGED X MJ GATE VALVE	EACH	$574.00	**CONSOLIDATED PIPE**	662-841-1270
b	4" FLANGED X MJ GATE VALVE	EACH	$645.00	**CONSOLIDATED PIPE**	662-841-1270
c	6" FLANGED X MJ GATE VALVE	EACH	$859.00	**CONSOLIDATED PIPE**	662-841-1270
d	8" FLANGED X MJ GATE VALVE	EACH	$1,349.00	**CONSOLIDATED PIPE**	662-841-1270
e	10" FLANGED X MJ GATE VALVE	EACH	$2,137.00	**CONSOLIDATED PIPE**	662-841-1270
f	12" FLANGED X MJ GATE VALVE	EACH	$2,578.00	**CONSOLIDATED PIPE**	662-841-1270
g	TAPPING SLEEVE (STANLESS STEEL WITH CARBON FLANGE) - 4" X 4"	EACH	$392.33	**CENTRAL PIPE SUPPLY**	800-844-7700
h	TAPPING SLEEVE (STANLESS STEEL WITH CARBON FLANGE) - 6" X 4"	EACH	$418.94	**CENTRAL PIPE SUPPLY**	800-844-7700
I	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) - 6" X 6"	EACH	$435.00	**CONSOLIDATED PIPE**	662-841-1270
j	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) - 8" X 4"	EACH	$469.00	**CONSOLIDATED PIPE**	662-841-1270
k	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) - 8" X 6"	EACH	$499.00	**CONSOLIDATED PIPE**	662-841-1270
l	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) - 8" X' 8"	EACH	$618.60	**CENTRAL PIPE SUPPLY**	800-844-7700
m	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) - 10"X4"	EACH	$543.48	**CENTRAL PIPE SUPPLY**	800-844-7700
n	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) 10" X 6"	EACH	$556.59	**CENTRAL PIPE SUPPLY**	800-844-7700
o	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) 10" X 8"	EACH	$725.00	**CONSOLIDATED PIPE**	662-841-1270
p	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) 10" X 10"	EACH	$836.95	**CENTRAL PIPE SUPPLY**	800-844-7700
q	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) 12" X 4"	EACH	$577.17	**CENTRAL PIPE SUPPLY**	800-844-7700
r	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) 12" X 6"	EACH	$589.65	**CENTRAL PIPE SUPPLY**	800-844-7700
s	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) 12" X 8"	EACH	$744.17	**CENTRAL PIPE SUPPLY**	800-844-7700
t	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) 12" X 10"	EACH	$752.95	**CENTRAL PIPE SUPPLY**	800-844-7700
u	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) 12" X 12"	EACH	$1,180.11	**CENTRAL PIPE SUPPLY**	800-844-7700
13	**MISC. WATER DEPT. SUPPLIES (ALL GATE VALVES TO BE DOMESTIC)**				
a	CAST IRON METER BOX - 19 1/2" LONG X 10 1/2" WIDE X 10" DEEP	EACH	70.00	**SOUTHERN PIPE**	662-393-1922
b	CAST IRON METER BOX - 24" LONG X 13 3/4" WIDE X 13" DEEP	EACH	165.00	**SOUTHERN PIPE**	662-393-1922
c	GATE VALVE - CLASS 50 MECHANICAL JOINT WITH ACCESSORIES - 3"	EACH	630.00	**SOUTHERN PIPE**	662-393-1922
d	GATE VALVE - CLASS 50 MECHANICAL JOINT WITH ACCESSORIES - 4"	EACH	711.49	**G&C SUPPLY**	601-932-5854
e	GATE VALVE - CLASS 50 MECHANICAL JOINT WITH ACCESSORIES - 6"	EACH	869.17	**CONSOLIDATED PIPE**	662-841-1270
f	GATE VALVE - CLASS 50 MECHANICAL JOINT WITH ACCESSORIES - 8"	EACH	1,420.00	**SOUTHERN PIPE**	662-393-1922
g	GATE VALVE - CLASS 50 MECHANICAL JOINT WITH ACCESSORIES - 10"	EACH	2,138.66	**CONSOLIDATED PIPE**	662-841-1270
h	GATE VALVE - CLASS 50 MECHANICAL JOINT WITH ACCESSORIES - 12"	EACH	2,695.91	**CONSOLIDATED PIPE**	662-841-1270
i	GATE VALVE - CLASS 50 MECHANICAL JOINT WITH ACCESSORIES - 16"	EACH	$7,449.00	**CONSOLIDATED PIPE**	662-841-1270
j	CLASS 350 SLIP JOINT DUCTILE IRON PIPE - 3"	L.F.	$73.20	**CONSOLIDATED PIPE**	662-841-1270
k	CLASS 350 SLIP JOINT DUCTILE IRON PIPE - 4"	L.F.	$39.00	**SOUTHERN PIPE**	662-393-1922
l	CLASS 350 SLIP JOINT DUCTILE IRON PIPE - 6"	L.F.	$27.00	**SOUTHERN PIPE**	662-393-1922
m	CLASS 350 SLIP JOINT DUCTILE IRON PIPE - 8"	L.F.	$36.00	**SOUTHERN PIPE**	662-393-1922
n	CLASS 350 SLIP JOINT DUCTILE IRON PIPE - 10"	L.F.	$42.00	**SOUTHERN PIPE**	662-393-1922
o	CLASS 350 SLIP JOINT DUCTILE IRON PIPE - 12"	L.F.	$54.00	**SOUTHERN PIPE**	662-393-1922
p	C-900 CLASS 200 DR21; PVC WATER PIPE - 2"	L.F.	NO BID	**NO BID**	NO BID
q	C-900 CLASS 200; DR 14; PVC WATER PIPE - 4"	L.F.	$7.50	**EAGLE PIPE & SUPPLY**	601-813-6367
r	C-900 CLASS 200; DR 14; PVC WATER PIPE - 6"	L.F.	$15.00	**EAGLE PIPE & SUPPLY**	601-813-6367
s	C-900 CLASS 200; DR 14; PVC WATER PIPE - 8"	L.F.	$26.10	**EAGLE PIPE & SUPPLY**	601-813-6367
t	C-900 CLASS 200; DR 14; PVC WATER PIPE - 10"	L.F.	$39.00	**EAGLE PIPE & SUPPLY**	601-813-6367
u	C-900 CLASS 200; DR 14; PVC WATER PIPE - 12"	L.F.	$53.39	**COBURN SUPPLY**	662-269-2862
v	RESTRAINING GLANDS - MEGA LUG OR ALL GRIP - 3"	EACH	$27.00	**SOUTHERN PIPE**	662-393-1922
w	RESTRAINING GLANDS - MEGA LUG OR ALL GRIP - 4"	EACH	$29.00	**SOUTHERN PIPE**	662-393-1922
x	RESTRAINING GLANDS - MEGA LUG OR ALL GRIP - 6"	EACH	$35.00	**SOUTHERN PIPE**	662-393-1922
y	RESTRAINING GLANDS - MEGA LUG OR ALL GRIP - 8"	EACH	$52.00	**CONSOLIDATED PIPE**	662-841-1270
z	RESTRAINING GLANDS - MEGA LUG OR ALL GRIP - 10"	EACH	$77.00	**CONSOLIDATED PIPE**	662-841-1270
aa	RESTRAINING GLANDS - MEGA LUG OR ALL GRIP - 12"	EACH	$103.00	**SOUTHERN PIPE**	662-393-1922
bb	RESTRAINING GLANDS - MEGA LUG OR ALL GRIP - 16"	EACH	$220.00	**SOUTHERN PIPE**	662-393-1922
cc	M & H - 3 WAY FIRE HYDRANT- SAFETY YELLOW- 5-1/4" - 200 PSI WORKING PRESSURE- 400 PSI HYDROSTATIC PRESSURE- WITH MECHANICAL JOINT ACCESSORIES- 3' BURY-STYLE 129	EACH	$2,645.00	**CONSOLIDATED PIPE**	662-841-1270
dd	M & H - 3 WAY FIRE HYDRANT- SAFETY YELLOW- 5-1/4" - 200 PSI WORKING PRESSURE- 400 PSI HYDROSTATIC PRESSURE- WITH MECHANICAL JOINT ACCESSORIES- 4' BURY-STYLE 129	EACH	$2,750.00	**SOUTHERN PIPE**	662-393-1922
ee	M & H - 3 WAY FIRE HYDRANT- SAFETY YELLOW- 5-1/4" - 200 PSI WORKING PRESSURE- 400 PSI HYDROSTATIC PRESSURE- WITH MECHANICAL JOINT ACCESSORIES- 5' BURY-STYLE 129	EACH	$2,850.00	**SOUTHERN PIPE**	662-393-1922
14	**INSTA VALVES**				
a	4" INSTA-VALVE	EACH	$6,000.00	**G&C SUPPLY**	601-932-5854
b	6" INSTA-VALVE	EACH	$6,600.00	**G&C SUPPLY**	601-932-5854

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT

SEWER PIPE - PVC

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1	4" - SDR 40- PVC	500 L.F.	NO BID	**NO BID**	NO BID
2	4" - SDR 21 - PVC	200 L.F.	4.31	**CONSOLIDATED PIPE**	662-841-1270
3	6" - SDR 21 - PVC	500 L.F.	9.10	**CONSOLIDATED PIPE**	662-841-1270
4	8" SDR 21- PVC	500 L.F.	15.26	**CONSOLIDATED PIPE**	662-841-1270
5	18"SDR 21-PVC	500 L.F.	NO BID	**NO BID**	NO BID
6	4" - SDR 26 - PVC	100 L.F.	3.15	**CONSOLIDATED PIPE**	662-841-1270
7	6" - SDR 26 - PVC	1500 L.F.	6.99	**CONSOLIDATED PIPE**	662-841-1270
8	8" - SDR 26 - PVC	3000 L.F.	12.67	**CONSOLIDATED PIPE**	662-841-1270
9	10" - SDR 26 - PVC	1500 L.F.	19.76	**CONSOLIDATED PIPE**	662-841-1270
10	12" - SDR 26 -PVC	500 L.F.	28.34	**CONSOLIDATED PIPE**	662-841-1270
11	15" - SDR 26- PVC	500 L.F.	43.16	**COBURN SUPPLY**	662-269-2862
12	18" SDR 26-PVC	500 L.F.	53.46	**COBURN SUPPLY**	662-269-2862

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT

VIDEO MONITORING

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1	MINIMUM SERVICE CHARGE	LS.	555.00	**M&M**	662-587-1058
2	6" TO 12" SEWER LINE	L.F.	1.75	**M&M**	662-587-1058
3	8" TO 12" SEWER LINE	L.F.	1.75	**M&M**	662-587-1058
4	15" TO 18" SEWER LINE	L.F.	2.00	**M&M**	662-587-1058
5	21" TO 24" SEWER LINE	L.F.	2.50	**M&M**	662-587-1058
6	36" TO 54" SEWER LINE	L.F.	3.00	**M&M**	662-587-1058
7	MOBILIZATION	LS.	250.00	**M&M**	662-587-1058
8	VIDEO INSPECTION W/ LOCATE	L.F.	.50/ ft. added	**M&M**	662-587-1058
9	VIDEO INSPECTION W/GPS LOCATE	L.F.	NO BID		

PIPE CLEANING

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1	6" TO 8" SEWER LINE	L.F.	1.75	**M&M**	662-587-1058
2	8" TO 10" SEWER LINE	L.F.	1.75	**M&M**	662-587-1058
3	12" TO 15" SEWER LINE	L.F.	2.00	**M&M**	662-587-1058
4	18" TO 21" SEWER LINE	L.F.	2.50	**M&M**	662-587-1058
5	24" AND LARGER STORM DRAINS	L.F.	3.00	**M&M**	662-587-1058
6	MANHOLE CLEANING	HR.	185.00	**M&M**	662-587-1058
7	MOBILIZATION	L.S.	250.00	**M&M**	662-587-1058
8	MINIMUM SERVICE CHARGE	L.S.	555.00	**M&M**	662-587-1058

ROOT CUTTING

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1	6" SEWER LINES	L.F.	2.00	**M&M**	662-587-1058
2	8" SEWER LINES	L.F.	2.00	**M&M**	662-587-1058
3	10" SEWER LINES	L.F.	2.25	**M&M**	662-587-1058
4	12" SEWER LINES	L.F.	2.75	**M&M**	662-587-1058

ROOT KILLING (MN. OF 400')

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1	ROOT X 400' TO 1000'	L.F.	$ 3.00	**M&M**	662-587-1058
2	ROOT X 1001' TO 2000'	L.F.	$ 3.00	**M&M**	662-587-1058
3	ROOT X 2001' AND UP	L.F.	$ 3.00	**M&M**	662-587-1058

SEWER VACUUMING

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1	VACUUM TRUCK	HR.	$ 185.00	**M&M**	662-587-1058

SMOKE TESTING

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1	SMOKE TEST SEWER LINE	L.F.	$ 1.60	**M&M**	662-587-1058

EROSION CONTROL

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1	TEMPORARY SILT FENCE	L.F.	$ 5.50	**WILLIAMS TOTAL EROSION**	662-816-6283
2	TEMP HAY CHECKS	EACH	$ 13.00	**WILLIAMS TOTAL EROSION**	662-816-6283
3	GROUND PREP	ACRE	$ 500.00	**WILLIAMS TOTAL EROSION**	662-816-6283
4	AGRICULTURE LIMESTONE	TON	$ 200.00	**WILLIAMS TOTAL EROSION**	662-816-6283
5	COMMERCIAL FERTILIZER 13-13-13	TON	$ 600.00	**WILLIAMS TOTAL EROSION**	662-816-6283

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
6	BERMUDA GRASS SEDDING	ACRE	$ 400.00	**WILLIAMS TOTAL EROSION**	662-816-6283
7	WINTER GRASS SEEDING	ACRE	$ 375.00	**WILLIAMS TOTAL EROSION**	662-816-6283
8	SOLID SODDING(COMMON BERMUDA)	SQUARE YARD	$ 5.00	**WILLIAMS TOTAL EROSION**	662-816-6283
9	BERMUDA GRASSSING AND PLANT ESTABLISHMENT	ACRE	$ 2,000.00	**WILLIAMS TOTAL EROSION**	662-816-6283
10	WINTER GRASSING ANDS PLANT ESTABLISHMENT	ACRE	$ 1,800.00	**WILLIAMS TOTAL EROSION**	662-816-6283
11	CHEMICAL WEED TREATMENT MSMA (OR EQUAL)	ACRES	$ 150.00	**WILLIAMS TOTAL EROSION**	662-816-6283
12	CHEMICAL GRASS CONTROL ROUNDUP (OR EQUAL)	ACRES	$ 150.00	**WILLIAMS TOTAL EROSION**	662-816-6283
13	2 MAN CREW (FOR SEDIMENT CLEANUP)	HOUR	$ 75.00	**WILLIAMS TOTAL EROSION**	662-816-6283
14	BACKHOE WITH OPERATOR (FOR SEDIMENT CLEANUP)	HOUR	$ 175.00	**WILLIAMS TOTAL EROSION**	662-816-6283
15	SKID STEER WITH OPERATOR (FOR SEDIMENT CLEANUP)	HOUR	$ 175.00	**WILLIAMS TOTAL EROSION**	662-816-6283
16	SKID STEER WITH SWEEPER ATTACHMENT (FOR SEDIMENT CLEANUP)	HOUR	$ 250.00	**WILLIAMS TOTAL EROSION**	662-816-6283
17	SMALL DUMP TRUCK OR DUMPTRAILER WITH DRIVER (FOR SEDIMENT CLEANUP)	HOUR	$ 290.00	**WILLIAMS TOTAL EROSION**	662-816-6283
18	BUSH HOGGING	ACRE	$ 265.00	**WILLIAMS TOTAL EROSION**	662-816-6283
19	FLEX-A-MAT INSTALLATION	S.F.	$ 19.00	**WILLIAMS TOTAL EROSION**	662-816-6283
20	FLEX-A-MAT	S.F.	$ 4.70	**SOUTHERN PIPE**	662-393-1922

MISC CONSTRUCTION

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1	CONCRETE SIDEWALK	SQ. FT.	$ 18.80	**SOUTHERN GENERAL**	662-832-4951
2	COMB. CURB & GUTTER	LIN. FT.	$ 35.00	**SOUTHERN GENERAL**	662-832-4951
3	SIDEWALK REMOVAL	LIN. FT.	$ 27.50	**SOUTHERN GENERAL**	662-832-4951
4	CURB & GUTTER REMOVAL	LIN. FT.	$ 27.50	**SOUTHERN GENERAL**	662-832-4951
5	MINOR CONCRETE STRUCTURE	cub yd	$ 2,900.00	**SOUTHERN GENERAL**	662-832-4951
6	MINOR CONCRETE DEMO	cub yd	$ 1,800.00	**SOUTHERN GENERAL**	662-832-4951

ENVIRONMENTAL SERVICES

ITEM NO.	**ITEM DESCRIPTION**	Unit	PRICE	**SUPPLIER**	**CONTACT**
1	H.D. 20 yrd rolloff open top	Ea.	NO BID	NO BID	NO BID
2	H.D. 30 yrd. Rolloff open top	Ea.	NO BID	NO BID	NO BID
3	H.D. 40 yrd. Rolloff open top	Ea.	NO BID	NO BID	NO BID
4	Standard 20 yrd. Rolloff open top	Ea.	NO BID	NO BID	NO BID
5	Standard 30 yrd. Rolloff open top	Ea.	NO BID	NO BID	NO BID
6	Standard 40 yrd. Rolloff open top	Ea.	NO BID	NO BID	NO BID
7	H.D. tub style 20 yrd. roll off closed top	Ea.	NO BID	NO BID	NO BID
8	H.D. tub style 30 yrd. Roll off closed top	Ea.	NO BID	NO BID	NO BID
9	H.D. tub style 40 yrd. Roll off closed top	Ea.	NO BID	NO BID	NO BID
10	Standard tub style 20 yrd. Roll off closed top	Ea.	NO BID	NO BID	NO BID
11	Standard tub style 30 yrd. Roll off closed top	Ea.	NO BID	NO BID	NO BID
12	Standard tub sytle 40 yrd. Roll off closed top	Ea.	NO BID	NO BID	NO BID
	DUMPSTERS				
13	Flat 2 yd. Front end load container	Ea.	NO BID	NO BID	NO BID
14	Flat 4 yd. Front end load container	Ea.	NO BID	NO BID	NO BID
15	Flat 6 yd. Front end load container	Ea.	NO BID	NO BID	NO BID
16	Flat 8 yd. Front end load container	Ea.	NO BID	NO BID	NO BID
17	Flat 10 yd. Front end load container	Ea.	NO BID	NO BID	NO BID
18	Slat 2 yd Front end load container	Ea.	NO BID	NO BID	NO BID
19	Slat 4 yd Front end load container	Ea.	NO BID	NO BID	NO BID
20	Slat 6 yd Front end load container	Ea.	NO BID	NO BID	NO BID
21	Slat 8 yd Front end load container	Ea.	NO BID	NO BID	NO BID
22	Slat 10 yd Front end load container	Ea.	NO BID	NO BID	NO BID

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Aldermen

From: John Crawley, City Engineer

CC: Bart Robinson, P.E., COO/ Hollis Green, Director, Development Services
Rob Neely, P.E., General Manager, Oxford Utilities

Date: October 1, 2024

Re: Request Permission to Advertise for Bids for:
Varner Loop / North Lamar Drainage Improvements Project

Engineering requests permission to advertise for bids for the above-captioned project. This project is intended to replace and improve upon the existing drainage system in place in this area due to it being damaged beyond repair resulting in the flooding of Varner Loop and Ivy Road. The **current cost estimate** for this project is **$275,000.00**.

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Aldermen

From: John Crawley, City Engineer

CC: Bart Robinson, P.E., COO/ Hollis Green, Director, Development Services

Date: October 1, 2024

Re: Request from ICM Construction for Special Work Hours at Oxford Middle School

---

ICM Construction has requested special work hours for a concrete pour at Oxford Middle School. They request to begin work at 4:00 A.M. on Wednesday, October 2nd to allow the concrete trucks to finish prior to the beginning of school traffic. If weather hinders this plan, ICM requests alternate dates of October 3rd and 4th.

Engineering recommends approval of this request.

From: Chase Sims
To: John Crawley
Cc: Chuck Pirtle
Subject: Extended Work Hours request
Date: Tuesday, September 24, 2024 1:38:44 PM
Attachments: image001.png

John,

I appreciate your time discussing this with me.

We are requesting permission for extended work hours for a concrete pour next Wednesday 10/2. This will take place at the Oxford Middle School Campus located at 222 Bramlett Blvd. We are wanting to get started pouring between 4:00 and 4:30am. If we are unable to make the 2nd work, the other ideal dates would be the 3rd or 4th.

Please let me know if you have any questions.

Thank you,

Chase Sims

ICM CONSTRUCTION

p: 662.715.2606 | c: 601.954.0115
e: csims@icm.construction | w:www.icm.construction
Twitter: @ICM_LLC | Instagram: @ICM_LLC | Linkedin: Innovative Construction Management, LLC

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Aldermen

From: John Crawley, City Engineer

CC: Bart Robinson, P.E., COO/ Hollis Green, Director, Development Services

Date: October 1, 2024

Re: Request by RH Design-Build to Work on Sundays in October in The Lamar

RH Design-Build, the General Contractor for the current construction of The Belle at The Lamar development, has requested permission to work on Sundays. The dates requested are below:

October 6, 2024
October 13, 2024
October 20, 2024
October 27, 2024

The contractor indicates the work is behind schedule and this approval would help them catch up. Their email request with contact information is attached hereto.

From:	Brian Wittendorfer
To:	John Crawley
Cc:	Robert Hays; Daniel Cooper
Subject:	The Belle at The Lamar: Sunday Work Permit
Date:	Tuesday, September 24, 2024 8:38:30 AM
Attachments:	image001.png

John,

Per our conversation, we are the GC working on The Belle at The Lamar project and would like to request a Sunday work permit for the dates below. We are trying to make up some delay days and this would help us out tremendously.

- October 6, 2024
- October 13, 2024
- October 20, 2024
- October 27, 2024

Feel free to call or email with any questions.

Thanks,

R/H DESIGN BUILD

Brian Wittendorfer
Project Manager
Phone: (251) 586-8642 Cell: (251) 404-6087
Email: bwittendorfer@rhdesign-build.com
Address: 28490 2nd Street Suite A Daphne, AL 36526

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Aldermen

From: John Crawley, City Engineer

CC: Bart Robinson, P.E., COO/ Hollis Green, Director, Development Services

Date: October 1, 2024

Re: Authorize the Mayor to Sign a Quitclaim Deed to Mr. Robert Thorne for Lots in the Oxford Memorial Cemetery

Engineering requests authorization be given to the mayor to sign a quitclaim deed relinquishing city interest in certain lots within the Oxford Memorial Cemetery. The quitclaim deed is attached for review and is subject to legal review.

Prepared by and Return to:

Bradley T. Golmon, Esq. (MSB# 10261)
Post Office Drawer 707
Oxford, Mississippi 38655-0707
Telephone: (662) 234-8775

INDEXING INSTRUCTIONS: Lot number 44, Lot number 46, and Lot Number 48 of Block G of Section 5 as said lot, block and section are shown and designated upon the official map and plat of the Oxford Memorial Cemetery located in Section 21, Township 8 South, Range 3 West.

Grantor:

City of Oxford, Mississippi
107 Courthouse Square
Oxford, Mississippi 38655
Phone: (662) 232-2312

Grantee:

Robert M. Thorne

Oxford, Mississippi 38655
Phone: (601) 906-8378

QUITCLAM DEED

Whereas, Robert M. Thorne purchased and paid for Lots in Oxford Memorial Cemetery in July of 1992, and;

Whereas, assurances have been provided by the Robert Thorne that deeds for the aforementioned lots do not exist,

Now, therefore, for and in consideration of the sum of $10.00 cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, Grantor, **CITY OF OXFORD, MISSISSIPPI**, does hereby quitclaim and release unto Grantee, **ROBERT M. THORNE,** the following described lot or lots of ground situated in the Oxford Memorial Cemetery, in Section 21, Township 8 South, Range 3 West, in the County of Lafayette, State of Mississippi

particularly described as follows, to-wit:

Parcel No. 1:

Lot 44 of Block G of Section numbered 5 as said lot(s), block and section are shown and designated upon the official map and plat of the Oxford Memorial Cemetery, recorded in Plat Book 1, pages 62 to 68 of the records on file in the office of the Chancery Clerk in Lafayette County, Mississippi.

Parcel No. 2:

Lot 46 of Block G of Section numbered 5 as said lot(s), block and section are shown and designated upon the official map and plat of the Oxford Memorial Cemetery, recorded in Plat Book 1, pages 62 to 68 of the records on file in the office of the Chancery Clerk In Lafayette County, Mississippi.

Parcel No. 3:

Lot 48 of Block G of Section numbered 5 as said lot(s), block and section are shown and designated upon the official map and plat of the Oxford Memorial Cemetery, recorded in Plat Book 1, pages 62 to 68 of the records on file in the office of the Chancery Clerk in Lafayette County, Mississippi.

It is understood and agreed by and between the parties hereto, and it is a condition precedent to the execution of this instrument that unless the purchaser hereof shall observe and obey all regulations of the Mayor and Board of Aldermen of the City of Oxford, Mississippi affecting said cemetery, now in force or hereafter to be ordained, the title to said lot(s) shall revert to the said City.

In testimony whereof I have hereto signed my name as Mayor and affixed the seal of said corporation, this the _____ day of _____ 2024.

_____
MAYOR OF THE CITY OF OXFORD

_____
CITY CLERK OF THE CITY OF OXFORD, MS

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the state and county aforesaid, ROBYN TANNEHILL and ASHLEY ATKINSON, known to me to be the Mayor and City Clerk, respectively, of the City of Oxford, Mississippi, who each acknowledged that they signed, sealed, and delivered the above and foregoing deed, on the day and year therein set forth having been previously authorized so to do.

Given under my hand and official seal, on the _____ day of _____, 2024.

_____
NOTARY PUBLIC

(SEAL)

ROBYN M. TANNEHILL
MAYOR

OXFORD
MAYOR'S OFFICE

KARA W. GILES
EXECUTIVE ASSISTANT TO THE MAYOR

September 24, 2024

Sally Doty
Director of BEAM Office
550 High Street
Sillers Building – 18th Floor
Jackson, MS 39201

RE: Broadband Expansion and Accessibility of Mississippi (BEAM) Public WiFi Grant

To Whom It May Concern:

BCI Mississippi Broadband, LLC d/b/a MaxxSouth Broadband is an active participant in our local community and has been meeting with the local government, libraries, schools, museum, medical and safety entities to discuss the proposed grant application for placing a WIFI Hotspot in public spaces in Oxford, Mississippi. This WIFI access would provide much needed access for our local community for telemedicine, job sites, access for job interviews and students that need access for homework assignments. The lack of sufficient internet access has been a persistent challenge, especially for students who require it for homework and research. Ensuring that our youth have the same opportunities as those in urban areas is essential to their academic success and overall development. The installation of this Wi-Fi Hotspot will be a significant step forward in achieving this goal.

Access to sufficient internet is imperative in rural areas for telemedicine and healthcare. Telemedicine, virtual physician visits, portal access to your healthcare records and more, all serve to provide better care to citizens who do not have access to the internet.

We fully support this effort and are enthusiastic at the prospect of the WIFI internet service being installed and provided power at many of our public spaces including but not limited to the Oxford Square, Avent Park, mTrade Park or numerous other public spaces. Please contact my office or the City of Oxford with any questions.

Sincerely,

Robyn Tannehill, Mayor
City of Oxford

Cc. Ashley Atkinson, City Clerk; Bart Robinson, Chief Operation Officer

THE CITY OF
OXFORD

City of Oxford
Board of Aldermen
Special Meeting-BOA
October 10, 2024, 2:00 pm - 3:00 pm
City Hall Courtroom

DOCUMENTS

Table of Contents

Cover Page

Table of Contents

Special_meeting_notice_10102024

Signed_approved_minutes_10102024

AGENDA

City of Oxford
Board of Aldermen
Special Meeting
Thursday, October 10, 2024, 2:00 pm - 3:00 pm
City Hall Courtroom

THE CITY OF OXFORD

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

- 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, October 10, 2024 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. Call to order.

2. Adopt the agenda for the meeting.

3. Consider a request from Lafayette County to close North Lamar Boulevard from Monroe Avenue to Jefferson Avenue on Saturday, October 12th thru Sunday, October 13th for the installation of rooftop HVAC units at the Lafayette County Chancery Building.

4. Consider an executive session.

5. Adjourn.

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. (662) 232-2453 (Voice) or (662) 232-2300 (Voice/TTY)

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 10/10/2024 at 9:30 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 10/10/2024 at 9:30 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 10/10/2024 at 9:30 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 10/10/2024 at 9:30 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 10/10/2024 at 9:30 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 10/10/2024 at 9:30 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 10/10/2024 at 9:30 a.m./p.m.

MINUTES

City of Oxford
Board of Aldermen
Special Meeting-BOA
Thursday, October 10, 2024, 2:00 pm - 3:00 pm
City Hall Courtroom

THE CITY OF OXFORD

- 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, October 10, 2024 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. 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 2:00pm on Thursday, October 10, 2024 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
   Preston Taylor, Alderman Ward V
   Jason Bailey, Alderman Ward VI-via Microsoft Teams
   Mary Martha Crowe, Alderman-At-Large-via Microsoft Teams

   Mayo Mallette, PLLC- Of Counsel-absent
   Ashley Atkinson- City Clerk
   Bart Robinson- Chief Operating Officer-absent
   Braxton Tullos- Human Resources Director-absent
   Hollis Green- Director of Development Services
   Mark Levy-Special Projects-absent
   Jeff McCutchen-Police Chief
   David Sabin-Parking Division
   John Crawley-City Engineer

2. Adopt the agenda for the meeting.

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

3. Consider a request from Lafayette County to close North Lamar Boulevard from Monroe Avenue to Jefferson Avenue on Saturday, October 12th thru Sunday, October 13th for the installation of rooftop HVAC units at the Lafayette County Chancery Building.

   It was moved by Alderman Howell-Atkinson, seconded by Alderman Bailey to approve a request from Lafayette County to close North Lamar Boulevard from Monroe Avenue to Jefferson Avenue on Saturday, October 12th (beginning at midnight) thru Sunday, October 13th (mid-day) for the installation of rooftop HVAC units at the Lafayette County Chancery Building. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

4. Consider an executive session.

   No action was taken on this item.

5. Adjourn.

It was moved by Alderman Bailey, seconded by Alderman Taylor 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

City of Oxford
Board of Aldermen
Regular Meeting-BOA
October 15, 2024, 5:00 pm - 7:00 pm
City Hall Courtroom

DOCUMENTS

Table of Contents

Cover Page

Table of Contents

Signed_approved_minutes_10152024

OU_surplus

OUT_bus_transfer_acceptance

Water_Sewer_Adj_10152024

Offical Resolution 2024

5311_grant_OUT

5339_grant_OUT

Parade_assembly_Permit_Chamber

Parade_assembly_permit_Matalgah

Green_Serv_Contract_OPD

OU_CSA_contract_renewal

Oxford - SOF - ORBIT Time Entry_encrypted_48

OU_WL_Burle_contract

RJ Young Contract 2024 Memo

RJ Young Contract 2024

Final_amendments_reallocations_09302024

Permission to advertise for old OPD building renovation

Consider proposal for property and casualty insurance for the City of Oxford

Consider Proposal from Demolition Specialist for a Hazardous Material Survey for City Hall

Memo - Request Permission to Accept Lift Station No. 2 in Old Oaks Subdivison

Memo - Request Permission to Advertise for Bids for mTrade Roundabout Project-Combined

Memo - Request Permission to Advertise for Bids for the Pedestrian Signal Improv. Project for Bramleet ...

Memo - Request to Reject the Bid of Brenntag for Seaquest and Accept the Bid of Aqua smart for the 20...

Memo - Request Permission to Implement Traffic Calming on Hathorn Road-Combined

Memo - Request Approval of Change Order No. 1 for the Thacker Road Water Improvements Project-C...

Nelson Pub Defender Assistance - Court

MINUTES

City of Oxford
Board of Aldermen
Regular Meeting-BOA
Tuesday, October 15, 2024, 5:00 pm - 7:00 pm
City Hall Courtroom

THE CITY OF OXFORD

1. 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, October 15, 2024 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
   Bart Robinson- 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
   Hollis Green- Director of Development Services
   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.

2. Adopt the agenda for the meeting.

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

3. Mayor's Report

4. Authorize the approval of the minutes of the Regular Meeting on October 1, 2024 and the Special Meeting on October 10, 2024. (Ashley Atkinson)

   It was moved by Alderman Howell-Atkinson, seconded by Alderman Addy to approve the minutes of the Regular Meeting on October 1, 2024 and the Special Meeting on October 10, 2024. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

5. Authorize the approval of accounts for all city departments. (Ashley Atkinson)

   It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to to approve the accounts for all City departments including a FY 23/24 claims docket showing General Fund claims numbered 133590- 133678, Trust & Agency claims numbered 51549- 51595, Metro Narcotics claim numbered 9124, and OPC Activity Fund claims numbered 3695- 3697 totaling $1,187,993.12, and a FY 24/25 claims docket showing General Fund claims numbered 133679- 133807, and EFT/ACH # 157- 160 & 165, Trust & Agency claims numbered 51596- 51647 &

51652- 51653, and EFT/ACH # 96- 100, Water & Sewer claims numbered 39492- 39525 and EFT/ACH # 207- 208, Metro Narcotics claims numbered 9125- 9126, and EFT/ACH # 44- 45, OPC Activity Fund claims numbered 3698- 3716, and Bond & Interest claim numbered 7014 totaling $2,402,025.17. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6. 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.

   a. Fixed Assets Management:

      i. Request permission to declare a 2004 Ram 1500 with VIN 1D7HU18N84J22674 surplus in the Oxford Utilities-Electric Division and authorize its disposal. (Rob Neely)

      ii. Request permission to accept the FTA transfer of a 2011 Gillig with VIN 15GGD2711B1179751, a 2011 Gillig with VIN 15GGD2713B1179752, a 2011 Gillig with VIN 15GGD2719B1179755, a 2011 Gillig with VIN 15GGD2714B1179761, and a 2012 Gillig Hybrid with VIN 15GGD301XC1181533 from We Go Public Transit in Nashville, TN to Oxford-University Transit. (Donna Zampella)

   b. Grants:

   c. Human Resources:

      i. Request permission to hire Ashley Rogers as a Customer Service Representative in the Oxford Utilities-Electric Division, with an annual salary of $44,565.56. (Braxton Tullos)

      ii. Request permission to accept the resignation of Oxford ARC employee, Jennifer Cato, effective October 4, 2024. (Braxton Tullos)

      iii. Request permission to accept the resignation of Oxford Fire Department employees, Kyle Baynard and James Lee, effective September 17, 2024. (Braxton Tullos)

      iv. Request permission to hire Chloe Harrington and Mary Michael Swanson as Concession Stand employees in the mTrade Park Department, each with an hourly rate of $9.25. (Braxton Tullos)

      v. Request permission to hire Jamil Johns as a Full-Time Patrol Officer in the Oxford Police Department, with an annual salary of $52,531.65. (Braxton Tullos)

      vi. Request permission to approve unpaid volunteers for the Oxford Animal Resource Center. (Kelli Briscoe)

   d. Miscellaneous:

      i. Request approval of water and/or sewer adjustments in accordance with the Oxford Utilities Leak Adjustment Policy. (Rob Neely)

      ii. Adopt a Resolution proclaiming November 1, 2024 as Arbor Day in the City of Oxford.

      iii. Request permission to accept donations on behalf of the Oxford ARC. (Kelli Briscoe)

   e. Travel Requests:

      i. Request permission for an employee to attend the FUNSAR class in Meridian, MS on October 20-25, 2024 at no cost to the City. (Joey Gardner)

      ii. Request permission for an employee to attend the TECC class at MSFA in Pearl, MS on October 14-15, 2024 at no cost to the City. (Joey Gardner)

      iii. Request permission for an employee to attend Hazardous Materials training at the MSFA in Pearl, MS on November 10-14, 2024 at no cost to the City. (Joey Gardner)

      iv. Request permission for one employee to attend Social Media and Open Source Investigations training on November 7-8, 2024 in Hernando, MS for an estimated cost of $375.00 (Jeff McCutchen)

      v. Request permission for an employee to attend Instructor Development on October 28-November 11, 2024 in Olive Branch, MS for an estimated cost of $400.00 (Jeff McCutchen)

      vi. Request permission for five employees to attend US Marshalls Firearms Continuing Education Training on October 15-16, 2024 in Oxford, MS at no cost to the City. (Jeff McCutchen)

      vii. Request permission for four employees to attend MBN Continuing Education Training on October 23-24, 2024 in Oxford, MS at no cost to the City. (Jeff McCutchen)

      viii. Request permission for two employees to attend Basic Crisis Negotiation training on October 21-25, 2024 in Memphis, TN at no cost to the City. (Jeff McCutchen)

7. Request permission to approve and authorize the Mayor to sign the FY 2024-2025 5311 grant contract for Oxford-University Transit. (Donna Zampella)

It was moved by Alderman Bailey, seconded by Alderman Huelse to approve and authorize the Mayor to sign the FY 2024-2025 5311 grant contract for Oxford-University Transit. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

8. Request permission to approve and authorize the Mayor to sign the FY2024-2025 5339 Facility Renovation contract. (Donna Zampella)

   It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to approve and authorize the Mayor to sign the FY 2024-2025 5339 Facility Renovation contract. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

9. Request permission to approve a Parade/Assembly permit for the Oxford Lafayette Chamber of Commerce to host the Shop Oxford Holiday Open House on November 10, 2024 from 11am-2pm. (Jeff McCutchen)

   It was moved by Alderman Addy, seconded by Alderman Huelse to approve a Parade/Assembly permit for the Oxford-Lafayette Chamber of Commerce to host the Shop Oxford Holiday Open House on November 10, 2024 from 11:00am-2:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

10. Request permission to approve a Parade/Assembly permit for Aala'a Matalgah to host a vigil on October 20, 2024 from 7:30pm-8:30pm. (Jeff McCutchen)

    It was moved by Alderman Hyneman, seconded by Alderman Taylor to approve a Parade/Assembly permit for Aala'a Matalgah to host a vigil on October 20, 2024 from 7:30pm-8:30pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

11. Request permission to approve and authorize the Mayor to sign a contract with GreenServ for document services for the Oxford Police Department. (Jeff McCutchen)

    It was moved by Alderman Addy, seconded by Alderman Huelse to approve and authorize the Mayor to sign a contract with GreenServ for document services for the Oxford Police Department. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

12. Consider a contract renewal with Central Service Association (CSA) for employee time entry services at Oxford Utilities. (Rob Neely)

    It was moved by Alderman Addy, seconded by Alderman Huelse to approve a contract renewal with Central Service Association (CSA) for employee time entry services at Oxford Utilities. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

13. Consider a proposal from W.L. Burle Engineers, PA for a WWTP Evaluation Study for Oxford Utilities facilities. (Rob Neely)

    It was moved by Alderman Addy, seconded by Alderman Taylor to approve a proposal from W.L. Burle Engineers, PA for a WWTP Evaluation Study for Oxford Utilities facilities. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

14. Request permission to approve a copier maintenance contract with RJ Young for the HR Department. (Braxton Tullos)

    It was moved by Alderman Crowe, seconded by Alderman Huelse to approve a copier maintenance contract with RJ Young for the HR Department. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

15. Request permission to approve a list of final budget amendments and re-allocations for FY 2023-2024. (Ashley Atkinson)

    It was moved by Alderman Addy, seconded by Alderman Huelse to approve a list of final budget amendments and re-allocations for FY 2023-2024. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

16. Request permission to advertise for bids for the renovation/remodel of the current Oxford Police Department building. (Mark Levy)

    It was moved by Alderman Huelse, seconded by Alderman Bailey to advertise for bids for the renovation/remodel of the current Oxford Police Department building. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

17. Consider proposals received for property and casualty insurance. (Mark Levy)

    After a brief discussion regarding the cost schedule, it was moved by Alderman Huelse, seconded by Alderman Bailey to accept the proposal from Brown Insurance for the property and casualty insurance for the upcoming year. The Board asked Mark Levy to make sure that all City property was valued correctly and that our premium reflect an amount of insurance to sufficiently cover any losses/building replacements. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

18. Consider a proposal from Demolition Specialists for a hazardous material survey at City Hall. (Mark Levy)

    It was moved by Alderman Addy, seconded by Alderman Crowe to accept a proposal from Demolition Specialists for a hazardous material survey at City Hall. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

19. Request permission to accept maintenance of the Sanitary Sewer Lift Station #2 in the Old Oaks Subdivision. (John Crawley)

It was moved by Alderman Hyneman, seconded by Alderman Huelse to accept maintenance of the Sanitary Sewer Lift Station #2 in the Old Oaks Subdivision. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

20. Request permission to advertise for bids for the mTrade Park Roundabout Project. (John Crawley)

    It was moved by Alderman Huelse, seconded by Alderman Crowe to advertise for bids for the mTrade Park Roundabout Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

21. Request permission to advertise for bids for the Pedestrian Signal Improvements Project at Bramlett Boulevard and University Avenue. (John Crawley)

    It was moved by Alderman Howell-Atkinson, seconded by Alderman Howell-Atkinson, to advertise for bids for the Pedestrian Signal Improvements Project at Bramlett Boulevard and University Avenue. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

22. Request permission to reject the bid received from Brenntag for the Seaquest water treatment chemical and accept the bid from Aqua Smart for the 2024-2025 Materials Bid. (John Crawley)

    It was moved by Alderman Addy, seconded by Alderman Huelse to reject the bid received from Brenntag for the Seaquest water treatment chemical, due to it not meeting specifications, and accept the bid from Aqua Smart for the 2024-2025 Material Bid. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

23. Request permission to implement traffic calming measures on Hathorn Road. (John Crawley)

    It was moved by Alderman Crowe, seconded by Alderman Huelse to implement traffic calming measures on Hathorn Road. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

24. Request approval of Change Order #1 for the Thacker Road Water Improvement Project. (John Crawley)

    It was moved by Alderman Bailey, seconded by Alderman Hyneman to approve Change Order #1 to Eubank Construction Co., Inc., in the amount of $36,040.00, for the Thacker Road Water Improvement Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

25. Consider an executive session.

    It was moved by Alderman Addy, seconded by Alderman Crowe to consider an executive session for personnel matters and issues related to potential litigation. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

    It was moved by Alderman Bailey, seconded by Alderman Addy to enter into an executive session for personnel matters in the Buildings & Grounds and Stronger Together departments and issues related to potential litigation regarding a contract, a pending lawsuit, and a current lawsuit. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

    It was moved by Alderman Crowe, seconded by Alderman Howell-Atkinson to follow the recommendation of the Department Head and HR Director and suspend Buildings & Grounds employee, Tom Bullion, for 5 days for violation of City policy. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

    It was moved by Alderman Crowe, seconded by Alderman Bailey to follow the recommendation of the HR Director and move Stronger Together employee, Micah Uline, back to Part-time, effective immediately. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

    It was moved by Alderman Bailey, seconded by Alderman Addy to seek indemnity under the TelePak franchise agreement regarding the filed claim from Directional Boring, LLC. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

26. Adjourn.

It was moved by Alderman Huelse, seconded by Alderman Bailey 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

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

Please see attached surplus forms for item descriptions, which includes a 2004 Dodge Ram 1500. This truck is 20 years old and no longer serviceable, and we'd like permission to list on Govdeals.com.

THE CITY OF
OXFORD

SURPLUS FORM

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

Date of Request: _____

Department that owns Fixed Asset: Electric

Fixed Asset Tag Number (If item is not tagged, please put N/A): G 29083

Physical Location of Asset: 719 Molly Barr Rd

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

Dodge Ram	1500	2004
Make	Model	Year

1D7HU18N84S522674	White
VIN / Serial Number	Color

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

Description of Tool (including brand): _____

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

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

_____

_____

_____

_____

_____

Name of Person Submitting Surplus Request: Del Fikes

Date Approved by BOA: _____

107 Courthouse Square
Oxford, MS 38655

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

Oxford University Transit

Donna Zampella
General Manager
dzampella@oxfordms.net

Carol Pringle
Operations Manager
cpringle@oxfordms.net

10-Oct-24

Robyn Tannehill, Mayor
107 Courthouse Square
Oxford, MS 38655

Subject: Vehicle Transfer from Nashville, TN

Mayor,

Oxford University Transit is requesting permission to transfer 5 buses from We Go Transit, Nashville, TN. These buses will be an FTA transfer from We Go Transit to Oxford University FTA Program.

Below is the list of the buses proposed to be transferred:

2011 Gillig -	15GGD2711B1179751	Low Floor
2011 Gillig -	15GGD2713B1179752	Low Floor - Minor exterior damage
2011 Gillig -	15GGD2719B1179755	Low Floor - Head Gasket Repair
2011 Gillig -	15GGD2714B1179761	Low Floor
2012 Gillig - Hybrid	15GGD301XC1181533	Low Floor

These buses will be towed from Nashville to Oxford so our mechanics can do a through safety check on the buses prior to our staff operating them.

Thank you for your consideration.

Sincerely,

Donna Zampella
General Manager

409 McElroy Drive
Oxford, MS 38655

Phone 662-234-3540
Fax 662-234-2064

RATP DEV USA

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

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

WATER/SEWER ADJUSTMENTS | OXFORD UTILITIES

09/26/24 - 10/08/24

TO BE APPROVED: 10/15/24

ACCOUNT NUMBER	CUSTOMER NAME	ADDRESS	WATER ADJUSTMENT	SEWER ADJUSTMENT	ADJUSTMENT TYPE
004642-028539	NATALIE HANNAH	102 FARM VIEW DRIVE UNIT 108	-$143.42	-$190.69	INSIDE
005085-046565	CADEN NICHOLSON	102 FARM VIEW DRIVE UNIT 305	-$268.38	$356.83	INSIDE
003189-048557	RYAN WATKINS	305 ZANE GRAY COVE	-$28.73	-$32.27	INSIDE
006144-043564	JULIA DICKENS	633 CENTERPOINTE COVE - LANDSCAPE	-$365.74	X	LANDSCAPE
210277-110098	JOE PEGRAM	104 RAYNER ROAD	-$33.73	-$89.21	OUTSIDE
211795-043393	KATHRYN PARKER	322 HATHORN ROAD	-$157.62	-$418.66	OUTSIDE
001785-044862	MATT MCKENZIE	3700 LYLES DRIVE	-$36.92	-$98.18	OUTSIDE
209561-109382	AUDUBON PARK HOMEOWNERS	AUDUBON PARK CONDOS (WT&SW)	-$1,142.23	-$2,398.05	OUTSIDE
003977-001012	AMANDA P SMILEY	52 COUNTY ROAD 418	X	-$71.66	POOL
210099-006506	ALISON ROSS	544 WEDGEWOOD DRIVE	X	-$108.56	POOL
209185-109010	MAXINE HILL	320 COUNTY ROAD 101	-$123.21	X	WT ONLY
209219-109043	JOE MAYES	340 COUNTY ROAD 101	-$46.27	X	WT ONLY
		TOTAL:	**-$2,346.25**	**-$3,050.45**	

RESOLUTION

Whereas, Arbor Day has been recognized Nation-wide since 1882 and in Oxford since 1997 when the Tree Board was established.

Whereas, It is recognized that the preservation of trees enhances scenic beauty, sustains long term increases in property values, encourages quality development, enhances the economic vitality of business areas, reduces erosion, reduces heating and cooling costs, moderates the temperature and cleans the air, and

Whereas, The public policy of the city of Oxford favors the preservation of large, mature trees which are a vital component of the beauty, charm and character of the city, and

Whereas, The stewardship of our urban forest not only requires the planting of trees, but as importantly, the care and preservation of existing trees, and

Whereas, All citizens of the City of Oxford are urged to do their part to protect our urban forest canopy and to care for our trees in such a way as to preserve and promote their well-being for this and all future generations, so

Therefore, be it resolved on behalf of the citizens of the City of Oxford that this 1st day of November, 2024 is hereby recognized and celebrated in Oxford as

Arbor Day

_____

Robyn Tannehill, Mayor

Aldermen: Rick Addy, Kesha Howell Atkinson, Jason Bailey, Mark Huelse, Mary Martha Crowe, Brian Hyneman, Preston E. Taylor

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

CONTRACT NO. 503730 **UEI NO. C6FVY2CCKGH6** **CFDA NO. 20.509**
GRANT MS-18-X051 **FAIN-MS-2023-004-00** **Awarded Date: 8/21/2023**

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

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

WHEREAS, the goals of the Non-urbanized Public Transportation Program are to enhance access by people in non-urbanized areas to health care, shopping, education, recreation, public services, and employment by encouraging the maintenance, development, improvement, and use of coordinated passenger transportation systems; and

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

WHEREAS, the DEPARTMENT is authorizing the Contractor to incur project costs beginning, October 1, 2024, and ending September 30, 2025.

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

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

Section 2. Scope of Project. The CONTRACTOR shall undertake and complete the PROJECT as described in the Section 5311 Grant application submitted to the DEPARTMENT on behalf of **City of Oxford-Oxford University Transit Management, Inc.** as approved by the DEPARTMENT (said application is herewith incorporated herein as **"Exhibit A"** to this Contract Agreement by reference and made a part hereof as if fully copied herein in words and figures and is officially on file at the office of the DEPARTMENT) to administer a Rural Transportation Project and provide public transportation service to the residents of **Lafayette** Counties, Mississippi, in accordance with the applicable policies contained in the approved State Management Plan, as well as the terms and conditions of this Contract Agreement.

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

a. Non-operating Expenditures. The period of performance for all expenditures under the PROJECT shall be from October 1, 2024, through September 30, 2025.

c. Operating Expenditures. The period of performance for all expenditures under the PROJECT shall be from October 1, 2024, through September 30, 2025.

Section 4. Funding.

a. Project Funding

(2) Funds to cover the federal share of this PROJECT'S cost are being provided through an appropriation authorized under Section 5311 of the Federal Transit Act of 1991, as amended, and it shall be the responsibility of the DEPARTMENT to obtain these funds from the Federal Transit Administration (hereinafter referred to as FTA). Failure of the DEPARTMENT to obtain these funds from the FTA shall result, upon notification by the DEPARTMENT to the CONTRACTOR, in termination of the contract. The CONTRACTOR'S share of the Project cost may range from 10% - 20% for capital, 20% administrative, and 50% operating deficit (minus revenue). **Any remaining CARES funds for capital, administrative, and operating costs (minus revenue) will be reimbursed at 100%** .The CONTRACTOR shall provide its share of the Project cost at or prior to the time that the DEPARTMENT determines that such funds are needed to meet Project costs.

(2) **The maximum amount of Section 5311 funds payable to the CONTRACTOR for the work described in Section 2 (Scope of Project) shall be $2,979,825. This amount includes an Indirect Cost rate of NA as approved by the CONTRACTOR'S Cognizant Agency.**

Cumulative dollar amount for ongoing awards $0.00.
FAIN Number(s) _____.

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

b. Suspend and/or Stop Work: If at any time the funds anticipated for the fulfillment of this Contract or Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the DEPARTMENT for the performance of this Contract or Agreement, then this Contract or Agreement shall be suspended and/or a stop work order issued automatically without any notice to Consultant and/or CONTRACTOR or any surety, for a period not to exceed ten (10)

business days, effective immediately upon the date that said funds are not available, without damage, penalty, cost, or expenses to the DEPARTMENT of any kind whatsoever. CONTRACTOR and/or Consultant are responsible for monitoring the actions of the Mississippi Legislature in its enactment, or its failure to enact, any budget appropriation for the Mississippi Department of Transportation for the ensuing Fiscal Year, or, to monitor the Mississippi Department of Transportation website at, www.mdot.ms.gov.

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

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

Or,

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

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

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

(1) Made in conformance with the Project description and the approved Project budget herewith incorporated by reference and set forth as **Exhibit B** and all other provisions of this Contract Agreement;

(2) Necessary in order to accomplish the PROJECT;

(3) Reasonable in amount for the goods or services purchased;

(4) Actual net costs to the CONTRACTOR (net cost means the price paid minus any refunds, rebates, or other items of value received by the CONTRACTOR which have the effect of reducing the cost actually incurred);

(5) Incurred and be for work performed after the date of this Contract Agreement;

(6) In conformance with the standards for allowable costs and other requirements as set forth in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly referred to as the "Super Circular") and all amendments thereto, incorporated herein by reference insofar as applicable hereto;

(7) To the satisfaction of the DEPARTMENT;

(8) Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the DEPARTMENT; and

(9) All purchases must be made consistent with State Laws and Purchasing Procedures.

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

(11) Indirect Costs: An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:

a. The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the

rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;

b. The de minimis indirect cost rate.

c. The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate.

Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with §200.405(d), and all amendments thereto, incorporated herein by reference insofar as applicable hereto;

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

c. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the CONTRACTOR or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges. Only those expenses which have already been paid by the CONTRACTOR shall be submitted for reimbursement.

d. Certification Regarding Application and Budget. The CONTRACTOR acknowledges that the DEPARTMENT has relied upon the CONTRACTOR'S application and budget in making this grant award and executing this Agreement. The CONTRACTOR certifies that its application and budget are truthful, accurate and complete and that **all** revenues and expenses related to this project, irrespective of the source, are properly reflected on the CONTRACTOR'S application and the approved budget. The CONTRACTOR further acknowledges and agrees that any misstatement in the application or budget constitutes grounds for immediate termination and/or cancellation of this Agreement.

e. Establishment and Maintenance of Accounting Records. The CONTRACTOR shall establish and maintain separate accounts for the PROJECT, either independently or within the existing accounting system, to be known as the Project Accounts. The accounts shall be capable of segregating, identifying and accumulating the allowable project costs.

f. Payment. The DEPARTMENT will provide payments to the CONTRACTOR for allowable costs that have been paid by the CONTRACTOR when such costs are supported by a properly executed request for payment and related invoices. Payments, at the discretion of the DEPARTMENT, may be made in accordance with the advance payment request procedures as outlined in 49 CFR, Part 18.21 or the guidance provided by FTA Circular 5010.1, Grant Management Guidelines and any amendments thereto. The CONTRACTOR shall invoice the DEPARTMENT at least monthly but not more often than two (2) times in any one month for payment of costs incurred and deemed allowable as defined by Section 4(b). Reimbursement requests must be submitted in accordance with schedules that allow for payments to be approved by the Transportation Commission during regular meetings which are held routinely on the second and fourth Tuesday of each month.

The itemized request for payment, including invoices, shall be reviewed and approved by the MDOT staff. A retainage of at least five (5%) percent of the approved payment will be withheld until the PROJECT is completed, and the annual Statement of Revenues and Expenditures or, if applicable, an audit in accordance with 2 CFR Part 200 as amended, has been accepted, unless otherwise advised in writing by the Executive Director. Any costs deemed ineligible for reimbursement by the DEPARTMENT in accordance with the terms and conditions of this Contract Agreement shall be deducted from the retainage before final payment is made or the DEPARTMENT may issue a formal written request for repayment. Any rejected or unaccepted costs shall be borne by the CONTRACTOR.

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

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

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

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

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

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

h. Disallowed Costs. In determining the amount of Federal assistance the DEPARTMENT will provide, the DEPARTMENT will exclude all PROJECT costs incurred by the CONTRACTOR prior to the date authorized by this Contract Agreement, and any costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the DEPARTMENT.

i. Prohibition Against Use of Federal Funds for Lobbying.

(1) The CONTRACTOR or any sub-recipient shall not use Federal assistance funds and funds provided by way of this contract for publicity or propaganda purposes designed to support or defeat legislation pending before Congress.

(2) The CONTRACTOR agrees that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

Section 5. Reports and Records.

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

CONTRACTOR shall collect and submit to the DEPARTMENT at such time as the DEPARTMENT may require, such financial statements, data, records, contracts, and other documents related to the PROJECT as may be deemed necessary.

b. The CONTRACTOR and subcontractors shall retain all records pertaining to this PROJECT for a period of three (3) years from the date of final payment by the DEPARTMENT to the CONTRACTOR. However, if any litigation or legal action, by or on behalf of the state and federal government has begun that is not completed at the end of the (3) year period, or of audit finding, litigation or legal action has not been resolved at the end of the (3) year period, the records shall be retained until resolution.

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

a. Contractors must prepare an annual Statement of Revenues and Expenditures for the current year ending September 30. The Statement of Revenues and Expenditures, along with a computation of Section 5311 funds due the contractor must be submitted to the Department within one hundred and twenty (120) days of the end of the period of performance listed in Section 3. Failure to submit the Statement of Revenues and Expenditures and the supporting documentation may result in the forfeiture of the retainage withheld by the Department.

b. To the extent required, the CONTRACTOR shall cause an audit to be performed in accordance with 2 CFR Part 200 as amended and guidance provided by the DEPARTMENT. The audit report, if required, shall be submitted to the DEPARTMENT and the Federal Audit Clearinghouse within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the period of performance listed in Section 3. Failure to acquire and submit an audit to the DEPARTMENT, if and as required, will result in a finding of non-compliance and subsequently result in suspension of payments to the CONTRACTOR, forfeiture of retainage withheld by the DEPARTMENT, and will limit the ability of the DEPARTMENT to enter into subsequent contracts with the CONTRACTOR or sponsoring organization. At the discretion of the DEPARTMENT, any such retainage may be used to pay the cost of an audit or assessment of the project. Any retainage that subsequently remains may be released to the project upon approval by the DEPARTMENT.

c. The CONTRACTOR shall permit and shall require third party contractors to permit the DEPARTMENT, the Comptroller General of the United States and the Secretary of the United States Department of Transportation or their authorized representatives to inspect all vehicles, facilities, equipment, materials, and supplies purchased by the CONTRACTOR as part of this project, all transportation services rendered by the CONTRACTOR by the use of such vehicles, facilities and equipment, and all relevant payrolls, project data and records. The CONTRACTOR shall also permit the above named representatives to audit the books, records and accounts of the CONTRACTOR pertaining to the Project.

d. The CONTRACTOR agrees that any amounts to be refunded to the DEPARTMENT shall be repaid within 30 days of written notification by the DEPARTMENT. Failure to do so may result in delays or suspension of subsequent invoice payments. At a minimum, the following circumstances may result in requests for repayments/refunds:

(1) excess program generated income;
(2) excess contributed income;
(3) other excess income.

e. Project close-out occurs when the DEPARTMENT notifies the CONTRACTOR in writing and forwards the final federal assistance payment or when the CONTRACTOR'S remittance of the proper refund or repayment has been acknowledged in writing by the DEPARTMENT.

Section 7. Contracts Under This Contract Agreement. Unless otherwise authorized in writing by the DEPARTMENT, the CONTRACTOR shall not assign any portion of the work to be performed under this contract agreement, or execute any contract amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract agreement without the prior written concurrence of the DEPARTMENT.

a. The Contractor shall insure that every subcontract includes any clauses required by the contract agreement, federal statutes and implementing regulations.

b. All contracts for services will be developed in accordance with the FTA's requirements for competition and/or private sector participation as referenced in the guidance contained in Circular 4220.1F as amended entitled "Third Party Procurement".

c. In no event shall this contract or equipment, materials and goods provided hereunder be treated as assets of the CONTRACTOR in any bankruptcy or similar proceeding.

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

a. Vehicle Purchases. The DEPARTMENT or CONTRACTOR may purchase vehicles for the Project, using vehicle specifications approved by the DEPARTMENT for the purchase of new vehicles. These vehicles are to include buses, mini-buses, vans and other small vehicles in accordance with the CONTRACTOR'S approved application. All purchases are subject to prior approval of the DEPARTMENT, and must be in accordance with State purchasing laws and approved by the State Bureau of Purchasing. Vehicles purchased by the CONTRACTOR must be approved in writing in advance by the Executive Director of the DEPARTMENT.

b. Other Equipment, Materials, Goods and Services. Other equipment, materials, goods, and services included in the approved application to be financed in whole or in part pursuant to this Contract Agreement may be procured by the CONTRACTOR in accordance with the above procedures and the following requirements:

(1) Specifications and Bid Advertisements. Equipment specifications shall be written so as not to unduly restrict competitive bidding. Equipment specification and advertisement for bid packages shall be approved by the DEPARTMENT prior to submission to prospective bidders.

(2) Award of Bids. The DEPARTMENT must concur in the award of bid to procure equipment for the Project made by the CONTRACTOR prior to the execution of an agreement between the CONTRACTOR and any bidder.

(3) All purchases must be made consistent with State laws and purchasing procedures and revised 2 CFR Part 200 as amended where appropriate.

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

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

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

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

acceptable to the DEPARTMENT, is attached hereto as Exhibit D.) (A copy of the Notice of Federal Interest Form acceptable to the DEPARTMENT is attached hereto as Exhibit E.)

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

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

Section 10. Use of Project Equipment and Real Property.

a. The CONTRACTOR agrees that the Project equipment, land and facilities shall be used for the provision of transportation service within the area described in the Project description, or some other subsequently authorized area approved by the DEPARTMENT in accordance with Section 14 of this Contract Agreement for the duration of the Project. If, during the duration of the Project, any equipment or real property is not used in this manner or is withdrawn from transportation service for more than thirty (30) days, the CONTRACTOR shall notify the DEPARTMENT in writing and shall dispose of such equipment or real property in accordance with guidance by the DEPARTMENT and Section 14 of this Contract Agreement. The DEPARTMENT shall have the right to conduct periodic inspections for the purpose of confirming maintenance pursuant to this section.

b. Sanctions for Non-Compliance. In the event of the CONTRACTOR'S non-compliance with the provisions of this section, the DEPARTMENT shall impose such sanctions as it may determine to be appropriate, including but not limited to:

(1) Withholding or discontinuing further reimbursements or funding, and/or;

(2) Cancellation, termination or suspension of the Contract Agreement in whole or in part.

c. The CONTRACTOR shall keep satisfactory records with regard to the use of the PROJECT equipment and shall submit to the DEPARTMENT upon request such information as is required to assure compliance with Title 23 of the CFR.

d. In accordance with 49 CFR, Part 605, as amended, the CONTRACTOR may use project equipment for the provision of school bus transportation, as long as such use is a modification of regular service to the general public and such use is not for exclusive school bus transportation to the exclusion of general public riders or represents unfair competition with private operators. The CONTRACTOR agrees to comply with the Charter rules described in 49 CFR, Part 604, as amended.

e. The CONTRACTOR shall neither use nor permit the vehicles, property and equipment provided hereunder to be used for any illegal or unlawful purpose or otherwise subject the vehicles and equipment to confiscation. The CONTRACTOR agrees to reimburse the DEPARTMENT for the fair, retail market value in the event the vehicle and equipment are confiscated while in the possession or control of the CONTRACTOR, together with other such expenses or losses that the DEPARTMENT may incur as a result thereof. The CONTRACTOR further agrees not to permit the vehicles, property and equipment provided hereunder to be used in violation of any Federal, State or municipal/local statute, law, ordinance, rule or regulation applicable to the operation of the vehicles, property and equipment and will indemnify and hold the DEPARTMENT harmless from any and all fines, forfeitures and penalties assessed against such vehicles and equipment.

Section 11. Encumbrance of Project Equipment or Real Property. Except as provided in Section 9 of this Contract Agreement, the CONTRACTOR shall not execute any lease, pledge, mortgage, lien, or other contract (including a grant anticipation note or "Safe Harbor Lease" under Section 168(g)(8) of the Internal Revenue Code of 1954) touching or affecting the Federal interest in any Project facilities or equipment, nor shall it obligate itself in any other manner, with any third party with respect to Project facilities for equipment, unless such lease, pledge, mortgage, lien, contract or other obligation is expressly authorized in writing by the DEPARTMENT; nor shall the CONTRACTOR, by any act or omission of any kind, adversely affect the Federal interest or impair its continuing control over the use of Project facilities or equipment.

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

Section 13. Insurance. The CONTRACTOR shall obtain insurance adequate to protect the Project's property and equipment, as well as public liability insurance. The DEPARTMENT shall be named as loss payee for property and equipment purchased with Section 5311 funds. The CONTRACTOR shall submit evidence of such insurance coverage including documentation of the solicitation process annually to the DEPARTMENT or prior to beginning vehicle operations, and said coverage shall remain in effect at all times during the duration of the PROJECT.

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

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

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

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

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

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

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

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

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

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

a. Disposal of real property or equipment with remaining useful life requires written approval from the DEPARTMENT.

(1) If the equipment is transferred to another Section 5311 CONTRACTOR, the receiving CONTRACTOR shall be responsible for reimbursing the transferring CONTRACTOR its pro rata share of the current fair market value, based on the twenty percent (20%) local match ratio. The twenty percent (20%) local match shall be based on at least two (2) independent appraisals of the current fair market value. In the absence of independent appraisals value of the equipment shall be based on standard depreciation calculations.

(2) If the equipment or real property is approved to be retained by the CONTRACTOR, and the equipment or property has a fair market value of at least $5,000.00, the CONTRACTOR shall reimburse the DEPARTMENT, in an amount based on the federal pro rata share of the original cost, equal to

the current fair market value of the equipment or property. The fair market value must be based upon two (2) independent objective appraisals. These appraisals must be approved by the DEPARTMENT.

(3) If the equipment or real property is approved to be sold, it shall be advertised and sold at the highest price obtainable at public sale or via sealed bids. All sales of property or equipment must be consistent with State laws. The DEPARTMENT may authorize the expenses of the sale to be deducted from the proceeds. The proceeds derived from the sale of real property or equipment may be retained by the CONTRACTOR as long as such proceeds are used to support the transportation project approved by the DEPARTMENT. Otherwise the CONTRACTOR shall reimburse the DEPARTMENT its pro rata share of the net proceeds, based on the pro rata share of the original cost.

b. To request disposal of real property or equipment that has reached its end of useful life, the CONTRACTOR must make a written request of a declaration of end of useful life to the DEPARTMENT. Requests for end of useful life must be made in such a manner and format as required by the DEPARTMENT in the approved program procedures manual or policy statements.

c. The CONTRACTOR shall be responsible to the DEPARTMENT for full compliance with all provisions of State laws, 2 CFR Part 200 as amended and the "Common Grant Rule" for property disposition, and all other applicable laws, rules and regulations.

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

Section 16. Compliance with Applicable Laws, Regulations and Certifications. The CONTRACTOR shall, in providing these services, comply with all federal and state laws, licensing standards and other regulations applicable to the provision of these services.

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

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

related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

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

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

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

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

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

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

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

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

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

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

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

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

b. Written notice posted daily for at least fifteen (15) days in locations visible to passengers on each vehicle that services the route.

c. Notification of service change in media or formats that are accessible to ADA eligible riders that are certified by the Project's certification procedures. Notification must be made at least once each week for thirty (30) days.

d. The DEPARTMENT must be advised in writing and provide written concurrence of any discontinuation of route or service type. Such notice should be provided forty-five (45) days in advance, but must be given at least thirty (30) days prior to the termination of service.

e. Written notice of at least thirty (30) days must be given to all sub-contractors that have entered into a purchase of service agreement with the contractor.

f. Service area expansions may be subject to notification and approval requirements of the Mississippi Public Service Commission.

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

a. Compliance with Regulations: The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended, the Regulations of the UNITED STATES DEPARTMENT of TRANSPORTATION (USDOT) relative to nondiscrimination in federally assisted programs (Title 49, Code of Federal Regulations, Part 21, 23 and 25-28, as amended, hereinafter referred to as the REGULATIONS), and Assurances

pursuant thereto which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination: The CONTRACTOR, with regard to the work performed during the contract, shall not discriminate on the grounds of sex, age, race, religion, color, disability or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Part 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontract, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR'S obligations under this Contract Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, or sex.

d. Information and Reports: The CONTRACTOR shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the DEPARTMENT or FTA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the DEPARTMENT or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Non-compliance: In the event the CONTRACTOR'S non-compliance with the nondiscrimination provisions of this Contract Agreement, the DEPARTMENT shall impose such contract sanctions as provided by law and as it or FTA may determine to be appropriate, including, but not limited to:

(1) withholding or discontinuing further reimbursements, other funding and/or

(2) cancellation, termination or suspension of the Contract Agreement, in whole or in part.

f. Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraph (a) through (e) of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the DEPARTMENT or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the DEPARTMENT, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

g. Disadvantaged Business Enterprise (DBE). It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 CFR, Part 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs for United States Department of Transportation Assisted Contracts".

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

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

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

(b) DBE Obligation. The DEPARTMENT and the CONTRACTOR agree to ensure that disadvantaged business enterprises as defined in 49 CFR, Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds provided under this contract agreement.

In this regard the DEPARTMENT and the CONTRACTOR shall take all necessary and reasonable steps in accordance with 49 CFR, Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts that relate to this Contract Agreement. The DEPARTMENT and CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts using Section 5311 funds.

(2) As a condition of assistance, the DEPARTMENT has submitted and received approval of a Disadvantaged Business Enterprise Program (DBE), that was

developed consistent with guidance contained in the Federal Register 49 CFR, Part 26 "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs; Final Rule", dated February 2, 1999 (herewith incorporated by reference and set forth as **Exhibit G**). This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance contact agreement. Upon notification to the CONTRACTOR of its failure to carry out the approved program, the DEPARTMENT shall impose such sanctions as noted in 49 CFR, Part 26, which sanctions may include termination of the agreement or contract by the CONTRACTOR or such remedy as the CONTRACTOR deems appropriate.

(3) The CONTRACTOR shall advise each recipient, contractor, and subcontractor that failure to carry out the requirements set forth in 49 CFR, Part 26 shall constitute a breach of contract and, after the notification to the DEPARTMENT, may result in termination of the agreement or contract by the CONTRACTOR or such remedy as the CONTRACTOR deems appropriate.

(4) The CONTRACTOR shall take action concerning DBEs as follows:

(a) The CONTRACTOR shall not exclude DBEs from participation in business opportunities by entering into long-term, exclusive agreements with non-DBEs for operation of major transportation-related activities, for the provision of goods and services to the facility or to the public on the facility.

(b) A CONTRACTOR that is required to submit affirmative action programs under 49 CFR, Part 26 that has business opportunities for leases shall submit to the DEPARTMENT for approval their programs' overall goals for the participation as lessees of firms owned and controlled by disadvantaged persons. These goals shall be for a specified period of time and shall be based on the factors listed in 49 CFR, Part 26. The CONTRACTOR shall review these goals at least annually, and whenever the goals expire. The review shall analyze projected versus actual DBE participation during the period covered by the review and any changes in factual circumstances affecting the selection of goals. Following each review, the CONTRACTOR shall submit new overall goals to the DEPARTMENT for approval. A CONTRACTOR that fails to meet its goals for DBE lessees shall demonstrate to the DEPARTMENT in writing that it made reasonable efforts to meet the goals.

(c) Except as provided in this section, the CONTRACTOR is required to include lessees in affirmative action programs. Lessees themselves are not subject to the requirements of the Part 26, except for the objective of 49 CFR, Part 26 to avoid discrimination against DBEs.

Section 25. Equal Employment Opportunity. In connection with the execution of this Contract Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex age, disability, or national origin. The CONTRACTOR shall comply with Executive Order 11246 as amended by Executive Order 11375, and as supplemented by DOL regulations (41 CFR, Part 60) and shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex age, disability, or national origin. Such actions shall

include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

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

Section 27. Immigration Reform and Control Act of 1986. *CONTRACTOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act,* ***Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008),*** *and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and* Immigration *Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. CONTRACTOR agrees to maintain records of such compliance and, upon request of the State* ***and approval of the Social Security Administration or Department of Homeland Security, where required,*** *to provide a copy of each such verification to the State. CONTRACTOR further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. CONTRACTOR understands and agrees that any breach of these warranties may subject CONTRACTOR to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to CONTRACTOR by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, CONTRACTOR would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.* As of July 1, 2008, the CONTRACTOR is required to provide to the Mississippi Department of Transportation ("MDOT") a Certification and Agreement **(Exhibit H)** prior to the execution of the contract. The CONTRACTOR is solely responsible for compliance with the requirements of the Mississippi Employment Protection Act.

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

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

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

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

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

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

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

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

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

shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs a. through e. of this paragraph.

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

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

Section 31. Energy Efficiency. The CONTRACTOR agrees to recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94.165) and any amendments thereto.

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

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

a. The CONTRACTOR shall provide information necessary for the DEPARTMENT to make the required assurance to the FTA; and

b. The CONTRACTOR must develop and implement a local private sector participation procedure that includes defined complaint procedures and is consistent with the requirements of the DEPARTMENT'S State Management Plan.

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

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

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

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

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

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Section 38. Certification Regarding Lobbying.

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned CONTRACTOR, to any person for influencing or attempting to influence

an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned CONTRACTOR shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying", in accordance with its instructions.

c. The undersigned CONTRACTOR shall require that the language of this certification be included in the contracts and/or agreements at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

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

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

U.S.C. §5307 as amended on the CONTRACTOR, to the extent the Federal Government deems appropriate.

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

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

Section 42. Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and conditions required by USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in the most current version of FTA Circular 4220.1F, dated November 1, 2008 as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any DEPARTMENT requests which would cause the CONTRACTOR to be in violation of the FTA terms and conditions.

Section 43. State and Local Law Disclaimer. Since many of the clauses which are suggested for use by the CONTRACTOR in its procurement documents are affected by both state and federal law requirements, the CONTRACTOR understands that it should consult with its attorney in order to assure appropriate legal guidance regarding the preparation and wording of any of the legal documents it enters pursuant to this Contract Agreement, including, but not limited to, its procurement documents.

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

a. The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR, Parts 655 as amended, produce any documentation necessary to establish its compliance and permit any authorized representative of the Department of the USDOT or the DEPARTMENT to inspect the facilities and records associated with the implementation of the program as required under 49 CFR, 655.

b. The CONTRACTOR further agrees to certify annually its compliance with 49 CFR 655 at such time and in such format as the DEPARTMENT may require.

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

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

a. Absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities of the CONTRACT pertaining to any matter resulting from the underlying contract.

b. The CONTRACTOR agrees to include the above clause in each subcontract funded in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor.

Section 47. Buy America. The CONTRACTOR agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, as amended, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 70 percent domestic content.

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

Section 48. Charter Service Operations. The CONTRACTOR agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, as amended, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. 604.9. Any charter service provided under one of the exceptions must be "incidental," it must not interfere with or detract from the provision of mass transportation.

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

Section 50. Recycled Products-Recovered Materials. The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

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

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

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

City of Oxford
2024-2025 5311 Contract
Agreement # 503730
UEI No. C6FVY2CCKGH6
$2,979,825

Executive Director **Date**

Typed/Printed Name

Attest **Date**

Typed/Printed Name

MISSISSIPPI TRANSPORTATION COMMISSION

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

Brad White **Date**
Executive Director
Mississippi Department of Transportation

Book 23 **Page 967**

Attest **Date**

Typed/Printed Name

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

CONTRACT # 503772 **GRANT NO. MS-34X013** **CFDA NO. 20.526**
UEI# C6FVY2CCKGH6 **FAIN NO # MS-2024-004-00** **Federal Award Date: 9/17/2024**

This Contract Agreement is made by and between the Mississippi Transportation Commission, a body corporate of the State of Mississipp4i, acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation (hereinafter referred to as the DEPARTMENT), and **City of Oxford**, (hereinafter referred to as the CONTRACTOR), effective as of the date of latest execution below.

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

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

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

WHEREAS, the DEPARTMENT is authorizing the Contractor to incur project costs beginning, October 1, 2024, and ending September 30, 2025.

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

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

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

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

Section 4. Funding.

3. Project Funding

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

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

Cumulative dollar amount for ongoing awards $0.00.
FAIN Number(s) _____

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

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

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

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

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

Or,

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

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

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

(1) Made in conformance with the Project description and the approved Project budget herewith incorporated by reference and set forth as **Exhibit B** and all other provisions of this Contract Agreement;

(2) Necessary in order to accomplish the PROJECT;

(3) Reasonable in amount for the goods or services purchased;

(4) Actual net costs to the CONTRACTOR (net cost means the price paid minus any refunds, rebates, or other items of value received by the CONTRACTOR which have the effect of reducing the cost actually incurred);

(5) Incurred and be for work performed after the date of this Contract Agreement;

(6) In conformance with the standards for allowable costs and other requirements as set forth in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly referred to as the "Super Circular") and all amendments thereto, incorporated herein by reference insofar as applicable hereto;

(7) To the satisfaction of the DEPARTMENT;

(8) Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the DEPARTMENT; and

(9) All purchases must be made consistent with State Laws and Purchasing Procedures.

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

(11) Indirect Costs: An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:

a. The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;

b. The de minimis indirect cost rate.

c. The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate.

Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with §200.405(d), and all amendments thereto, incorporated herein by reference insofar as applicable hereto;

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

c. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the CONTRACTOR or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges. Only those expenses which have already been paid by the CONTRACTOR shall be submitted for reimbursement.

d. Certification Regarding Application and Budget. The CONTRACTOR acknowledges that the DEPARTMENT has relied upon the CONTRACTOR'S application and budget in making this grant award and executing this Agreement. The CONTRACTOR certifies that its application and budget are truthful, accurate and complete and that **all** revenues and expenses related to this project, irrespective of the source, are properly reflected on the CONTRACTOR'S application and the approved budget. The CONTRACTOR further acknowledges and agrees that any misstatement in the application or budget constitutes grounds for immediate termination and/or cancellation of this Agreement.

e. Establishment and Maintenance of Accounting Records. The CONTRACTOR shall establish and maintain separate accounts for the PROJECT, either independently or within the existing accounting system, to be known as the Project Accounts. The accounts shall be capable of segregating, identifying and accumulating the allowable project costs.

f. Payment. The DEPARTMENT will provide payments to the CONTRACTOR for allowable costs that have been paid by the CONTRACTOR when such costs are supported by a properly executed request for payment and related invoices. Payments, at the discretion of the DEPARTMENT, may be made in accordance with the advance payment request procedures as outlined in 2 CFR Part 1201 or the guidance provided by FTA Circular 5010.1, Grant Management Guidelines and any amendments thereto. The CONTRACTOR shall invoice the DEPARTMENT at least monthly but not more often than two (2) times in any one month for payment of costs incurred and deemed allowable as defined by Section 4(b). Reimbursement requests must be submitted in accordance with schedules that allow for payments to be approved by the Transportation Commission during regular meetings which are held routinely on the second and fourth Tuesday of each month.

The itemized request for payment, including invoices, shall be reviewed and approved by the MDOT staff. A retainage of at least five (5%) percent of the approved payment may be withheld until the PROJECT is completed, and the annual Statement of Revenues and Expenditures or, if applicable, an audit in accordance

with 2 CFR Part 200 as amended, has been accepted, unless otherwise advised in writing by the Executive Director. Any costs deemed ineligible for reimbursement by the DEPARTMENT in accordance with the terms and conditions of this Contract Agreement shall be deducted from the retainage before final payment is made or the DEPARTMENT may issue a formal written request for repayment. Any rejected or unaccepted costs shall be borne by the CONTRACTOR.

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

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

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

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

h. Disallowed Costs. In determining the amount of Federal assistance the DEPARTMENT will provide, the DEPARTMENT will exclude all PROJECT costs incurred by the CONTRACTOR prior to the date authorized by this Contract

Agreement, and any costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the DEPARTMENT.

i. Prohibition Against Use of Federal Funds for Lobbying.

1. The CONTRACTOR or any sub-recipient shall not use Federal assistance funds and funds provided by way of this contract for publicity or propaganda purposes designed to support or defeat legislation pending before Congress.

2. The CONTRACTOR agrees that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

Section 5. Reports and Records.

a. The CONTRACTOR shall advise the DEPARTMENT in writing regarding the progress of the PROJECT at such time and in such format as the DEPARTMENT may require, including but not limited to meetings and interim reports. The CONTRACTOR shall collect and submit to the DEPARTMENT at such time as the DEPARTMENT may require, such financial statements, data, records, contracts, and other documents related to the PROJECT as may be deemed necessary.

b. The CONTRACTOR and subcontractors shall retain all records pertaining to this PROJECT for a period of three (3) years from the date of final payment by the DEPARTMENT to the CONTRACTOR. However, if any litigation or legal action, by or on behalf of the state and federal government has begun that is not completed at the end of the (3) year period, or of audit finding, litigation or legal action has not been resolved at the end of the (3) year period, the records shall be retained until resolution.

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

a. Contractors must prepare an annual Statement of Revenues and Expenditures for the current year ending September 30. The Statement of Revenues and Expenditures, along with a computation of Section 5339 funds due the contractor must be submitted to the Department within one hundred and twenty (120) days of the end of the period of performance listed in Section 3. Failure to submit the Statement of Revenues and Expenditures and the supporting documentation may result in the forfeiture of the retainage withheld by the Department.

b. To the extent required, the CONTRACTOR shall cause an audit to be performed in accordance with 2 CFR Part 200 as amended and guidance provided by the DEPARTMENT. The audit report, if required, shall be submitted to the DEPARTMENT and the Federal Audit Clearinghouse within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the period of performance listed in Section 3. Failure to acquire and submit an audit to the DEPARTMENT, if and as required, will result in a finding of non-compliance and subsequently result in suspension of payments to the CONTRACTOR, forfeiture of retainage withheld by the DEPARTMENT, and will limit the ability of the DEPARTMENT to enter into subsequent contracts with the CONTRACTOR or sponsoring organization. At the discretion of the DEPARTMENT, any such retainage may be used to pay the cost of an audit or assessment of the project. Any retainage that subsequently remains may be released to the project upon approval by the DEPARTMENT..

c. The CONTRACTOR shall permit and shall require third party contractors to permit the DEPARTMENT, the Comptroller General of the United States and the Secretary of the United States Department of Transportation or their authorized representatives to inspect all vehicles, facilities, equipment, materials, and supplies purchased by the CONTRACTOR as part of this project, all transportation services rendered by the CONTRACTOR by the use of such vehicles, facilities and equipment, and all relevant payrolls, project data and records. The CONTRACTOR shall also permit the above named representatives to audit the books, records and accounts of the CONTRACTOR pertaining to the Project.

d. The CONTRACTOR agrees that any amounts to be refunded to the DEPARTMENT shall be repaid within 30 days of written notification by the DEPARTMENT. Failure to do so may result in delays or suspension of subsequent invoice payments. At a minimum, the following circumstances may result in requests for repayments/refunds:

(1) excess program generated income;
(2) excess contributed income;
(3) other excess income.

e. Project close-out occurs when the DEPARTMENT notifies the CONTRACTOR in writing and forwards the final federal assistance payment or when the

CONTRACTOR'S remittance of the proper refund or repayment has been acknowledged in writing by the DEPARTMENT.

Section 7. Contracts Under This Contract Agreement. Unless otherwise authorized in writing by the DEPARTMENT, the CONTRACTOR shall not assign any portion of the work to be performed under this contract agreement, or execute any contract amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract agreement without the prior written concurrence of the DEPARTMENT.

a. The Contractor shall insure that every subcontract includes any clauses required by the contract agreement, federal statutes and implementing regulations.

b. All contracts for services will be developed in accordance with the FTA's requirements for competition and/or private sector participation as referenced in the guidance contained in Circular 4220.1F as amended entitled "Third Party Procurement".

c. In no event shall this contract or equipment, materials and goods provided hereunder be treated as assets of the CONTRACTOR in any bankruptcy or similar proceeding.

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

a. Vehicle Purchases. The DEPARTMENT or CONTRACTOR may purchase vehicles for the Project, using vehicle specifications approved by the DEPARTMENT for the purchase of new vehicles. These vehicles are to include buses, mini-buses, vans and other small vehicles in accordance with the CONTRACTOR'S approved application. All purchases are subject to prior approval of the DEPARTMENT, and must be in accordance with State purchasing laws and approved by the State Bureau of Purchasing. Vehicles purchased by the CONTRACTOR must be approved in writing in advance by the Executive Director of the DEPARTMENT.

b. Other Equipment, Materials, Goods and Services. Other equipment, materials, goods, and services included in the approved application to be financed in whole or in part pursuant to this Contract Agreement may be procured by the CONTRACTOR in accordance with the above procedures and the following requirements:

(1) Specifications and Bid Advertisements. Equipment specifications shall be written so as not to unduly restrict competitive bidding. Equipment specification and advertisement for bid packages shall be approved by the DEPARTMENT prior to submission to prospective bidders.

(2) Award of Bids. The DEPARTMENT must concur in the award of bid to procure equipment for the Project made by the CONTRACTOR prior to the execution of an agreement between the CONTRACTOR and any bidder.

(3) All purchases must be made consistent with State laws and purchasing procedures and revised 2 CFR Part 200 as amended where appropriate.

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

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

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

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

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

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

Section 10. Use of Project Equipment and Real Property.

a. The CONTRACTOR agrees that the Project equipment, land and facilities shall be used for the provision of transportation service within the area described in the Project description, or some other subsequently authorized area approved by the DEPARTMENT in accordance with Section 14 of this Contract Agreement for the duration of the Project. If, during the duration of the Project, any equipment or real property is not used in this manner or is withdrawn from transportation service for more than thirty (30) days, the CONTRACTOR shall notify the DEPARTMENT in writing and shall dispose of such equipment or real property in accordance with guidance by the DEPARTMENT and Section 14 of this Contract Agreement. The DEPARTMENT shall have the right to conduct periodic inspections for the purpose of confirming maintenance pursuant to this section.

b. Sanctions for Non-Compliance. In the event of the CONTRACTOR'S non-compliance with the provisions of this section, the DEPARTMENT shall impose such sanctions as it may determine to be appropriate, including but not limited to:

(1) Withholding or discontinuing further reimbursements or funding, and/or;

(2) Cancellation, termination or suspension of the Contract Agreement in whole or in part.

c. The CONTRACTOR shall keep satisfactory records with regard to the use of the PROJECT equipment and shall submit to the DEPARTMENT upon request such information as is required to assure compliance with Title 23 of the CFR.

d. In accordance with 49 CFR, Part 605, as amended, the CONTRACTOR may use project equipment for the provision of school bus transportation, as long as such use is a modification of regular service to the general public and such use is not for exclusive school bus transportation to the exclusion of general public riders or represents unfair competition with private operators. The CONTRACTOR agrees to comply with the Charter rules described in 49 CFR, Part 604, as amended.

e. The CONTRACTOR shall neither use nor permit the vehicles, property and equipment provided hereunder to be used for any illegal or unlawful purpose or otherwise subject the vehicles and equipment to confiscation. The CONTRACTOR agrees to reimburse the DEPARTMENT for the fair, retail market value in the event the vehicle and equipment are confiscated while in the possession or control of the CONTRACTOR, together with other such expenses or losses that the DEPARTMENT may incur as a result thereof. The CONTRACTOR further agrees not to permit the vehicles, property and equipment provided hereunder to be used in violation of any Federal, State or municipal/local statute, law, ordinance, rule or regulation applicable to the operation of the vehicles, property and equipment and will indemnify and hold the DEPARTMENT harmless from any and all fines, forfeitures and penalties assessed against such vehicles and equipment.

Section 11. Encumbrance of Project Equipment or Real Property. Except as provided in Section 9 of this Contract Agreement, the CONTRACTOR shall not execute any lease, pledge, mortgage, lien, or other contract (including a grant anticipation note or "Safe Harbor Lease" under Section 168(g)(8) of the Internal Revenue Code of 1954) touching or affecting the Federal interest in any Project facilities or equipment, nor shall it obligate itself in any other manner, with any third party with respect to Project facilities for equipment, unless such lease, pledge, mortgage, lien, contract or other obligation is expressly authorized in writing by the DEPARTMENT; nor shall the CONTRACTOR, by any act or omission of any kind, adversely affect the Federal interest or impair its continuing control over the use of Project facilities or equipment.

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

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

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

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

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

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

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

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

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

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

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

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

a. Disposal of real property or equipment with remaining useful life requires written approval from the DEPARTMENT.

(1) If the equipment is transferred to another Section 5339 CONTRACTOR, the receiving CONTRACTOR shall be responsible for reimbursing the transferring CONTRACTOR its pro rata share of the current fair market value, based on the twenty percent (20%) local match ratio. The twenty percent (20%) local match shall be based on at least two (2) independent appraisals of the current fair market value. In the absence of independent appraisals value of the equipment shall be based on standard depreciation calculations.

(2) If the equipment or real property is approved to be retained by the CONTRACTOR, and the equipment or property has a fair market value of at least $5,000.00, the CONTRACTOR shall reimburse the DEPARTMENT, in an amount based on the federal pro rata share of the original cost, equal to the current fair market value of the equipment or property. The fair market value must be based upon two (2) independent objective appraisals. These appraisals must be approved by the DEPARTMENT.

(3) If the equipment or real property is approved to be sold, it shall be advertised and sold at the highest price obtainable at public sale or via sealed bids. All sales of property or equipment must be consistent with State laws. The DEPARTMENT may authorize the expenses of the sale to be deducted from the proceeds. The proceeds derived from the sale of real property or equipment may be retained by the CONTRACTOR as long as such proceeds are used to support the transportation project approved by the DEPARTMENT. Otherwise the CONTRACTOR shall reimburse the DEPARTMENT its pro rata share of the net proceeds, based on the pro rata share of the original cost.

b. To request disposal of real property or equipment that has reached its end of useful life, the CONTRACTOR must make a written request of a declaration of end of useful life to the DEPARTMENT. Requests for end of useful life must be made in such a manner and format as required by the DEPARTMENT in the approved program procedures manual or policy statements.

c. The CONTRACTOR shall be responsible to the DEPARTMENT for full compliance with all provisions of State laws, 2 CFR Part 200 as amended and the "Common Grant Rule" for property disposition, and all other applicable laws, rules and regulations.

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

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

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

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

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

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

Section 18. Disputes. Any dispute concerning a question of fact in connection with the PROJECT which is not disposed of by agreement shall be arbitrated by the Executive Director of the

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

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

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

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

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

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

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

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

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

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

b. Written notice posted daily for at least fifteen (15) days in locations visible to passengers on each vehicle that services the route.

c. Notification of service change in media or formats that are accessible to ADA eligible riders that are certified by the Project's certification procedures. Notification must be made at least once each week for thirty (30) days.

d. The DEPARTMENT must be advised in writing and provide written concurrence of any discontinuation of route or service type. Such notice should be provided forty-five (45) days in advance, but must be given at least thirty (30) days prior to the termination of service.

e. Written notice of at least thirty (30) days must be given to all sub-contractors that have entered into a purchase of service agreement with the contractor.

f. Service area expansions may be subject to notification and approval requirements of the Mississippi Public Service Commission.

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

a. Compliance with Regulations: The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended, the Regulations of the UNITED STATES DEPARTMENT of TRANSPORTATION (USDOT) relative to nondiscrimination in federally assisted programs (Title 49, Code of Federal Regulations, Part 21, 23 and 25-28, as amended, hereinafter referred to as the REGULATIONS), and Assurances pursuant thereto which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination: The CONTRACTOR, with regard to the work performed during the contract, shall not discriminate on the grounds of sex, age, race, religion, color, disability or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Part 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontract, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the

CONTRACTOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR'S obligations under this Contract Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, or sex.

d. Information and Reports: The CONTRACTOR shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the DEPARTMENT or FTA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the DEPARTMENT or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Non-compliance: In the event the CONTRACTOR'S non-compliance with the nondiscrimination provisions of this Contract Agreement, the DEPARTMENT shall impose such contract sanctions as provided by law and as it or FTA may determine to be appropriate, including, but not limited to:

(1) withholding or discontinuing further reimbursements, other funding and/or

(2) cancellation, termination or suspension of the Contract Agreement, in whole or in part.

f. Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraph (a) through (e) of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the DEPARTMENT or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the DEPARTMENT, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

g. Disadvantaged Business Enterprise (DBE). It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 CFR, Part 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs for United States Department of Transportation Assisted Contracts".

Neither the CONTRACTOR nor any sub-recipient or sub-contractor shall discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of United States Department of Transportation assisted

contracts. Failure of the CONTRACTOR to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate. The following provisions are applicable:

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

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

(b) DBE Obligation. The DEPARTMENT and the CONTRACTOR agree to ensure that disadvantaged business enterprises as defined in 49 CFR, Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds provided under this contract agreement.

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

(2) As a condition of assistance, the DEPARTMENT has submitted and received approval of a Disadvantaged Business Enterprise Program (DBE), that was developed consistent with guidance contained in the Federal Register 49 CFR, Part 26 "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs; Final Rule", dated February 2, 1999 (herewith incorporated by reference and set forth as **Exhibit G**). This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance contact agreement. Upon notification to the CONTRACTOR of its failure to carry out the approved program, the DEPARTMENT shall impose such sanctions as noted in 49 CFR, Part 26, which sanctions may include termination of the agreement or contract by the CONTRACTOR or such remedy as the CONTRACTOR deems appropriate.

(3) The CONTRACTOR shall advise each recipient, contractor, and subcontractor that failure to carry out the requirements set forth in 49 CFR, Part 26 shall constitute a breach of contract and, after the notification to the DEPARTMENT, may result in

termination of the agreement or contract by the CONTRACTOR or such remedy as the CONTRACTOR deems appropriate.

(4) The CONTRACTOR shall take action concerning DBEs as follows:

(a) The CONTRACTOR shall not exclude DBEs from participation in business opportunities by entering into long-term, exclusive agreements with non-DBEs for operation of major transportation-related activities, for the provision of goods and services to the facility or to the public on the facility.

(b) A CONTRACTOR that is required to submit affirmative action programs under 49 CFR, Part 26 that has business opportunities for leases shall submit to the DEPARTMENT for approval their programs' overall goals for the participation as lessees of firms owned and controlled by disadvantaged persons. These goals shall be for a specified period of time and shall be based on the factors listed in 49 CFR, Part 26. The CONTRACTOR shall review these goals at least annually, and whenever the goals expire. The review shall analyze projected versus actual DBE participation during the period covered by the review and any changes in factual circumstances affecting the selection of goals. Following each review, the CONTRACTOR shall submit new overall goals to the DEPARTMENT for approval. A CONTRACTOR that fails to meet its goals for DBE lessees shall demonstrate to the DEPARTMENT in writing that it made reasonable efforts to meet the goals.

(c) Except as provided in this section, the CONTRACTOR is required to include lessees in affirmative action programs. Lessees themselves are not subject to the requirements of the Part 26, except for the objective of 49 CFR, Part 26 to avoid discrimination against DBEs.

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

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

Section 27. Immigration Reform and Control Act of 1986. *CONTRACTOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act,* ***Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008),*** *and will register and*

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

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

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

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

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

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

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

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

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

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

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

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

Section 31. Energy Efficiency. The CONTRACTOR agrees to recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy

Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163) and any amendments thereto.

Section 32. Settlement of Third Party Contract Disputes or Breaches. FTA has a vested interest in the settlement of disputes, defaults, or breaches involving Section 5339 federally assisted third party contracts. FTA retains a right to a proportionate share, based on the percentage of the federal share committed to the Project, of any proceeds derived from any third party recovery. Therefore, the CONTRACTOR shall avail itself of all legal rights available under any third party contract. The CONTRACTOR shall notify the DEPARTMENT of any current or prospective litigation pertaining to any third party contract. The DEPARTMENT and FTA reserves the right to concur in any compromise or settlement of the CONTRACTOR'S claim(s) involving any third party contract, before making Federal assistance available to support that settlement. If the third party contract contains a liquidated damages provision, any liquidated damages recovered shall be credited to the Project account involved unless the DEPARTMENT and FTA permit otherwise.

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

a. The CONTRACTOR shall provide information necessary for the DEPARTMENT to make the required assurance to the FTA; and

b. The CONTRACTOR must develop and implement a local private sector participation procedure that includes defined complaint procedures and is consistent with the requirements of the DEPARTMENT'S State Management Plan.

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

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

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

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

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

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Section 38. Certification Regarding Lobbying.

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned CONTRACTOR, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned CONTRACTOR shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying", in accordance with its instructions.

c. The undersigned CONTRACTOR shall require that the language of this certification be included in the contracts and/or agreements at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

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

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

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

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

Section 42. Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and conditions required by USDOT,

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

Section 43. State and Local Law Disclaimer. Since many of the clauses which are suggested for use by the CONTRACTOR in its procurement documents are affected by both state and federal law requirements, the CONTRACTOR understands that it should consult with its attorney in order to assure appropriate legal guidance regarding the preparation and wording of any of the legal documents it enters pursuant to this Contract Agreement, including, but not limited to, its procurement documents.

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

a. The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR, Parts 655 as amended, produce any documentation necessary to establish its compliance and permit any authorized representative of the Department of the USDOT or the DEPARTMENT to inspect the facilities and records associated with the implementation of the program as required under 49 CFR, 655.

b. The CONTRACTOR further agrees to certify annually its compliance with 49 CFR 655 at such time and in such format as the DEPARTMENT may require.

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

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

a. Absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities of the CONTRACT pertaining to any matter resulting from the underlying contract.

b. The CONTRACTOR agrees to include the above clause in each subcontract funded in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor.

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

49 U.S.C. 5323(j)(2)(c) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 70 percent domestic content.

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

Section 48. Charter Service Operations. The CONTRACTOR agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, as amended, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. 604.9. Any charter service provided under one of the exceptions must be "incidental," it must not interfere with or detract from the provision of mass transportation.

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

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

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

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

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

City of Oxford
2024-2025 5339
Contract Agreement # 503772
$175,000

_____ _____
Executive Director **Date**

_____
Typed/Printed Name

_____ _____
Attest **Date**

_____
Typed/Printed Name

MISSISSIPPI TRANSPORTATION COMMISSION

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

_____ _____
Brad White **Date**
Executive Director
Mississippi Department of Transportation **Book #24 Page #205**

_____ _____
Attest **Date**

_____
Typed/Printed Name

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: Pam Swain

Phone Number: 6622344651 E-mail Address: pam@oxfordms.com

Address: PO Box 147, 299 Jackson Ave West

Oxford \ MS \ 38655

(City) (State) (Zip Code)

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

■ Yes ☐ No

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

Name of Business/Organization: Oxford Lafayette Chamber of Commerce

Director of Business/Organization: Pam Swain

Phone Number: 6622344651 E-mail Address: same

Address: same

\ \

(City) (State) (Zip Code)

Name of On-Site Contact Person at Event: Pam Swain

Phone Number: 6626071700 E-mail Address: same

II. Event Information:

Date: 11/10/24 Start Time: 11 am End Time: 2 pm

Type of Event: Shop Oxford Holiday Open House

Event Location Information:

Starting Point Location: in front of City Hall and pocket park the whole time

Finish Line Location: _____

Detailed Route: _____

_____

Other Information: _____

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

_____

Number of Expected Participants: 30 Number of Expected Spectators: 300

Spacing Intervals to be Maintained Between Units: _____

Description of Attention-Getting Devices, Signs, Banners, or Recording Equipment to be Used by Event: tents, banners, sound system, banner, musicians, santa

---

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:

Pam Swain 11/10/24

Applicant Signature Date

_____

Approved By: Chief of Police, Oxford Police Department Date

OXFORD POLICE DEPARTMENT

Jeff McCutchen
Chief of Police
Sheridan Maiden
Deputy Chief of Police

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT APPLICATION

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

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

I. Applicant Information:

Name: Aala'a Matalgah

Phone Number: 662-801-1541 E-mail Address: aalaamatalgah@gmail.c

Address: 206 Keystone Loop

Oxford \ MS \ 38655

(City) (State) (Zip Code)

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

☐ Yes ☑ No

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

Name of Business/Organization: _____

Director of Business/Organization: _____

Phone Number: _____ E-mail Address: _____

Address: _____

_____ \ _____ \ _____

(City) (State) (Zip Code)

Name of On-Site Contact Person at Event: _____

Phone Number: _____ E-mail Address: _____

II. Event Information:

Date: 10/20/2024 Start Time: 7:30 pm End Time: 8:30 pm

Type of Event: Vigil

Event Location Information:

Starting Point Location: Not Moving - area beside City Hall

Finish Line Location: Stay in concrete area beside City Hall

Detailed Route: _____

_____

Other Information: _____

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

concrete park/area between City Hall + Square Books Jr.

Number of Expected Participants: 50 Number of Expected Spectators: 0-10

Spacing Intervals to be Maintained Between Units: _____

Description of Attention-Getting Devices, Signs, Banners, or Recording Equipment to be Used by Event: Flameless battery operated candles + mic + speaker

III. Application Fee:

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

IV. Police Protection Fee:

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

V. Signatures:

[signature] 10/3/2024

Applicant's Signature Date

[signature]

Approved By: Chief of Police, Oxford Police Department Date

PAYMENT DATE
10/03/2024

COLLECTION STATION
Station 1

RECEIVED FROM
AALA'A MATALGAH

DESCRIPTION
VIGIL ON 10/20/2024 POCKET PARK 7:30-8:30

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

BATCH NO.
2025-00000013

RECEIPT NO.
2025-00000048

CASHIER
Daphanie Vaughn

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

GreenServ

Compliant. Sustainable. Secure.

Document Destruction Contract

	Service Info:	Billing Info:
Company Name:	Oxford Police Department	
Contact Name:	Kayla Martin	
Address:	9 Industrial Park Drive Oxford, MS 38655, USA	
Phone Number:	662-232-2400	
Email Address:	Kmartin@oxfordpolice.net	

Effective Date:	12/01/24	Pickup Frequency:	4 weeks
Supply Drop Date:	tbd	# of Consoles:	4
First Pickup Date:	tbd	# of 65-gal Containers	1

Service Description:	On-going removal & destruction of confidential documents
Hours of Operation:	M-F 8am-5pm

Startup Fee:	$125
Pricing:	$45 for the first console , $25 additional console per pickup $80 for the first 65-gal container , $35 additional per pickup

Diesel Cost per Gallon (National Average)				Fee
$	-	$	3.00	3% (of total invoice)
$	3.01	$	6.00	5% (of total invoice)
$	6.01	$	9.00	7% (of total invoice)

GreenServ uses an index-based surcharge that is adjusted monthly. Changes to the surcharge will be effective on the first business day of each month. The surcharge will be based on the National U.S. Average "On Highway" Diesel fuel price reported by the U.S. Department of Energy for the prior month to the adjustment. The prices on these indexes are published by the U.S. Department of Energy and GreenServ is not responsible for the information provided.

GreenServ

Compliant. Sustainable. Secure.

Document Destruction Contract

Acc Number:	gs153374
Sales Rep:	Jamie Holcombe
Contact Info:	662-533-0940

These terms and conditions for services (these "Terms") are the only terms that govern the accompanying service agreement ("Service Agreement") and the provision of the Services (as hereinafter defined) by GreenServ Inc. d/b/a GreenServ Shredding ("Service Provider") to the customer identified in the accompanying Service Agreement ("Customer"). The Service Agreement, any WAP (as hereinafter defined), and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Service Agreement, these Terms shall govern unless the Service Agreement expressly states that the terms and conditions of the Service Agreement shall control. These Terms prevail over any of the Customer's general terms and conditions regardless whether such terms have been provided to the Service Provider. Provision of Services to Customer does not constitute acceptance of any of Customer's terms and conditions by Service Provider and does not serve to modify or amend these Terms.

1. **Scope of Work**: We agree to provide you with Confidential Document Destruction Services for the term of this Agreement. You are responsible for collecting confidential documents in the collection containers we provide for you. Our Security Officer will confidentially shred the contents of each container. You agree that we are your exclusive shredding service for the locations listed below.
2. **Pricing and Billing:** Service Provider agrees to provide, and Customer agrees to pay for the Services designated in the Service Agreement. Customer acknowledges that the Services referred to in the Service Agreement are the minimum level of Services to be rendered and billed to the Customer notwithstanding whether Customer actually utilizes the Services at the given interval. Service Provider may reasonably adjust the prices of the Services under this Agreement. Service Provider shall provide Customer at a notification of price increase at least thirty (30) days prior to any change in pricing. Service Provider may not increase the price more than once per calendar year and such adjustment shall not exceed six percent (6.00%) per year.

3. **Term:** The term of the Agreement ("Term") shall be thirty six (36) months from the effective date of the Agreement ("Initial Term").. This Agreement will renew for successive terms equal to the initial term unless either of us sends written notice to the other canceling this Agreement at least 60 days before it expires. Either of us may terminate this Agreement for a material breach by the other that is not cured within 30 days of receipt of written notice of such breach. In addition, we may terminate this Agreement on 10 days' notice to you in the event of any changes in costs, law, or other material item affecting our services. In the event you terminate this Agreement inconsistent with the terms above, in addition to any other damages to which we may be entitled, you agree to immediately pay us fees which would be payable based on an average of the prior 12 months equal for the greater of: (a) the remaining months of the existing term of this Agreement; or (b) 6 months.
4. **Payments:** Payments are due 30 days from the invoice date. You agree to pay all charges and fees due to us on time. Late payments will accrue interest at the lower of the rate of 1.5% per month or the highest rate permitted by law. If a payment is more than 45 days late, you will be required to promptly pay us an

additional reinstatement fee of $75. Customer will be charged in the event that GS attempts to shred confidential documents at a Customer location (on either a scheduled pick up or on Customer's request) and, through no fault of GS, (a) there are no confidential documents for pick up, (b) confidential documents are not ready for pick, (c) Customer location is closed, (d) or Customer refuses pick up. Failure to pay any amount due to us under this Agreement shall constitute a material breach.

5. **Certificate of Destruction:** We will issue a Certificate of Destruction at the completion of any shredding job.
6. **Containers:** We will supply all containers and they will remain our property. You agree that we are authorized to shred all documents deposited into our containers. You will notify us if hazardous materials of any kind have been deposited into our containers. You will be responsible for making sure that only paper is placed in the containers and for the replacement cost of any lost, damaged or destroyed containers or other property. Any additional boxes/containers picked up will start off at a rate of $12 per banker's box.
7. **Remedies/Miscellaneous:** If we fail to perform the shredding services we are required to perform under this Agreement, we will not charge you for such services. In addition, if we have not provided such services within 10 days after you notify us of such failure, we will reimburse you for the cost of reasonable replacement shredding services. **We will not be responsible to you or any third party under any circumstances for any damages, claims or other losses other than such reimbursement. If, notwithstanding the foregoing, we are held liable for damages, claims, or other losses, the maximum, aggregate amount for which we may be liable to you or any third party for any breach of this Agreement or in connection with the services performed under this Agreement is limited to the fees you have paid us in the prior 6 months. You agree to indemnify, defend, and hold us and our owners, contractors and employees harmless for any damages, claims or other losses we incur as a result of the services we provide under this Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, agreements, or communications. This Agreement shall be governed by Mississippi law. If we ever have a dispute relating to this Agreement or our services, you agree that it will be resolved exclusively in a court in Lafayette County, Mississippi. You further agree you will reimburse us for our reasonable attorneys' fees and costs in enforcing your obligations under this Agreement even if we undertake no formal legal action. We are not responsible for any failure to provide services as a result of fire, flood, strikes or other circumstances beyond our reasonable control. Any notice to be provided under this Agreement will be provided in writing by email to the people specified below. If any provision of this Agreement is not enforceable, the other provisions in the Agreement shall remain in full force and effect. You may not assign, transfer, delebate, or subcontract any of your rights or duties under this Agreement without our prior written consent.

Generator Print	GreenServ Print
Generator Signature	GreenServ Signature

3. Consider contract with Central Service Association (CSA) for employee time entry services (Rob Neely)

Oxford Utilities uses Central Service Association (CSA) for our customer information system provider. This includes the following services; customer data, billing, customer payment portal, accounting system, work orders, payroll entry, inventory control and others. Currently time entry is kept on paper at Oxford Utilities. CSA offers a time entry service that would allow employees to digitally enter their own time daily, and it would work with our existing payroll entry service that CSA provides. It is critical that we use CSA's payroll entry because Oxford Utilities employees' time entry is tied to specific work orders and jobs in the CSA system. If Oxford Utilities was to go with another time entry system, employees and supervisors would have to keep up with their time using the system and on paper so we could track time spent on specific jobs, which is a TVA plant accounting requirement. There are sufficient funds in the budget to cover this expense.

Service Order Form (SOF)

This Service Order Form is hereby made a part of the

ORBIT Dynamic Financial Services

Supplement to Master Contract # MC-172

Between

CENTRAL SERVICE ASSOCIATION (CSA)

and

OXFORD UTILITIES

(Contractor)

The contractual terms of this SOF will be governed by those set forth in the Master Contract and Supplement referenced above. Contractor acknowledges and agrees that this SOF is for a Non-Core Product, which has an initial term of two (2) years. Following expiration of the initial term, Contractor may terminate this SOF upon six (6) months written notice. The initial term of this SOF commences upon implementation.

ORBIT Time Entry (Version 3 or later)

Orbit Time Entry can reside on the same server as the Orbit Business Portal, if available, reducing the requirements for additional server hardware and software, or it can reside on its own server.

Pricing *

(The additional Hosting Fee only applies if CSA hosts the server.)

Total Employees	Base Fee	Monthly Fee
1-49	$7,000.00	$140.00
50-99	$10,000.00	$167.00
100-149	$14,000.00	$210.00
150-199	$17,500.00	$245.00
200-300	$21,000.00	$317.00
300-500	$24,517.00	$385.00
Hosting Fee	$2,100.00	$79.00

A 50% deposit of the one-time license fee is required, along with this signed document, to secure a spot in the installation schedule.

Set-up and Customizations

The Base Fee shown above is for Orbit Time Entry's then-current version as of the implementation date. CSA includes 80 man-hours of setup, installation and training in the above base fee. This includes setting up security, installation, basic training and etc. While the base product as delivered is fully functional, some utilities may want to add further customization in order to suit their specific needs. Further professional services or customization of Orbit Time Entry system (if desired or required) will be billed to the utility at the then-current professional services rate, and an annual maintenance fee equal to 24% of the total customizations will be charged. Upon Contractor's request, a "gap analysis" will be performed so that a scope-of-work document can be created and an estimate can be provided for all customization work.

Actual mileage (at the then current IRS rate), meals and lodging will be billed to Contractor. If training is provided at multiple locations, or if additional representatives or extra time is required, it will be billed at the then current rate.

Hardware and Software Requirements

Contractor agrees to license, at its expense, from the appropriate vendor any pre-requisite software/hardware needed to access the Time Entry environment. Prerequisite software/hardware is subject to change upon notification by CSA.

The implementation date for this service is _____.
(To Be Inserted After Installation)

CENTRAL SERVICE ASSOCIATION	**OXFORD UTILITIES** CONTRACTOR
By _____ _____	By _____ _____
Manager's Signature Date	Authorized Signature Date
Scott Blassingame	_____
Manager's Name (Type or Print)	Name (Type or Print)

* The pricing shown above includes CSA's ongoing telephone support. Any additional development or customization to the base version will be invoiced at the then current labor rate (currently $150) per hour, plus expenses. Note that work required after normal office hours are charged at 150% of the normal rate.

Service Order Form (SOF)

This Service Order Form is hereby made a part of the

ORBIT Dynamic Financial Services

Supplement to Master Contract # MC-172

Between

CENTRAL SERVICE ASSOCIATION (CSA)

and

OXFORD UTILITIES

(Contractor)

The contractual terms of this SOF will be governed by those set forth in the Master Contract and Supplement referenced above. Contractor acknowledges and agrees that this SOF is for a Non-Core Product, which has an initial term of two (2) years. Following expiration of the initial term, Contractor may terminate this SOF upon six (6) months written notice. The initial term of this SOF commences upon implementation.

Oxford Utilities' Master CSA Contract, which governs this SOF and its parent Dynamic Financial Services supplement to Master Contract, is hereby amended to add the following: "The parties acknowledge that, notwithstanding the stated term and termination provisions, governing authorities of municipalities may not bind subsequent boards to prior contracts, and the stated term and termination provisions do not preclude the City of Oxford from exercising such lawful powers."

ORBIT Time Entry (Version 3 or later)

Orbit Time Entry can reside on the same server as the Orbit Business Portal, if available, reducing the requirements for additional server hardware and software, or it can reside on its own server.

Pricing *

(The additional Hosting Fee only applies if CSA hosts the server.)

Total Employees	Base Fee	Monthly Fee
1-49	$7,000.00	$140.00
50-99	$10,000.00	$167.00
100-149	$14,000.00	$210.00
150-199	$17,500.00	$245.00
200-300	$21,000.00	$317.00
300-500	$24,517.00	$385.00
Hosting Fee	$2,100.00	$79.00

A 50% deposit of the one-time license fee is required, along with this signed document, to secure a spot in the installation schedule.

Set-up and Customizations

The Base Fee shown above is for Orbit Time Entry's then-current version as of the implementation date. CSA includes 80 man-hours of setup, installation and training in the above

base fee. This includes setting up security, installation, basic training and etc. While the base product as delivered is fully functional, some utilities may want to add further customization in order to suit their specific needs. Further professional services or customization of Orbit Time Entry system (if desired or required) will be billed to the utility at the then-current professional services rate, and an annual maintenance fee equal to 24% of the total customizations will be charged. Upon Contractor's request, a "gap analysis" will be performed so that a scope-of-work document can be created and an estimate can be provided for all customization work.

Actual mileage (at the then current IRS rate), meals and lodging will be billed to Contractor. If training is provided at multiple locations, or if additional representatives or extra time is required, it will be billed at the then current rate.

Hardware and Software Requirements

Contractor agrees to license, at its expense, from the appropriate vendor any pre-requisite software/hardware needed to access the Time Entry environment. Prerequisite software/hardware is subject to change upon notification by CSA.

The implementation date for this service is _____.
(To Be Inserted After Installation)

CENTRAL SERVICE ASSOCIATION	**OXFORD UTILITIES** CONTRACTOR
By _____ _____	By _____ _____
Manager's Signature Date	Authorized Signature Date
Scott Blassingame	
Manager's Name (Type or Print)	Name (Type or Print)

* The pricing shown above includes CSA's ongoing telephone support. Any additional development or customization to the base version will be invoiced at the then current labor rate (currently $150) per hour, plus expenses. Note that work required after normal office hours are charged at 150% of the normal rate.

4. Consider proposal from W.L. Burle, Engineers, P. A. for WWTP Evaluation Study for Oxford Utilities facilities. (Rob Neely)

At the request of Oxford Utilities WWTP Staff, W.L. Burle, Engineers, P.A. has submitted the attached proposal to perform an evaluation study of our Wastewater Treatment facilities to determine if they can successfully treat current wastewater flows to meet the National Pollutant Discharge Elimination System (NPDES) Permit.

The Mississippi Department of Environmental Quality (MDEQ) is in the process of implementing their EPA-mandated ambient water quality criteria for nutrients. This action by MDEQ will impact multiple Oxford Utilities WWTP Facilities by requiring them to treat their wastewater to nutrient concentrations which they may not be able to currently meet. This issue will require Oxford Utilities to evaluate each of these facilities to determine the best course of action to comply with our NPDES permit.

I've included the proposal for your review which includes a detailed scope of work. The cost of this study is $60,000 and this project is included in the FY2025 budget. We recommend you authorize this proposal so that we can move forward with an evaluation and determine the best course of action to meet the new EPA/MDEQ requirements.

W.L. BURLE
ENGINEERS, P.A.

May 17, 2024

Mr. Rob Neely III, P.E.
General Manager
Oxford Utilities
300 McElroy Drive
P.O. Box 827
Oxford, MS 38655

Re: Proposal/Agreement No. 24-43 – Engineering Report
Wastewater Treatment Plant (WWTP) Evaluation Study
Oxford Utilities
Oxford, Mississippi

Dear Mr. Neely:

INTRODUCTION:

W.L. Burle Engineers, P.A. (BURLE) is pleased to submit this proposal to Oxford Utilities (CLIENT) for the referenced project. The proposal was requested by CLIENT on May 10, 2024. The proposed study will evaluate CLIENT's Thacker Heights, Royal Oaks and Western Hills WWTPs to determine if they can successfully treat current wastewater flows to meet their current National Pollutant Discharge Elimination System (NPDES) permit. If deficiencies are identified, the study will provide the most viable option(s) to correct the problem(s), along with schedules and cost estimates for the recommended work.

REASON FOR STUDY:

The Mississippi Department of Environmental Quality (MDEQ) is in the process of implementing their EPA-mandated, ambient water quality criteria for nutrients. This action by MDEQ will impact Oxford's Thacker Heights, Royal Oaks and Western Hills WWTPs by requiring them to treat their wastewater to nutrient concentrations which they may not be able to currently meet. These issues will require the City to evaluate each of these WWTPs to determine the best course of action for each to comply with their NPDES permit.

SCOPE OF WORK:

The scope of work for the project will involve:

- Discuss scope of work with CLIENT.
- Obtain aerial and tax maps of the Thacker Heights, Royal Oaks and Western Hills WWTP facilities.
- Inspect each facility and prepare schematic designs of the existing treatment systems.

100 Commerce Drive · Suite A · P. O. Box 1084 · Oxford, MS 38655
662.236.6776 · Fax 662.236.6263 · www.wlburle.com

- Identify undeveloped areas adjacent to each WWTP which could be used for needed processes, if warranted.
- Identify rights-of-way and/or easements which could be used for possible force mains to transfer sewerage from each of the WWTPs to the City's existing WCTS.
- Evaluate the flow capacity of those sewer segments of the City's Wastewater Collection and Transmission System (WCTS) which could receive flow from the WWTPs, if redirected.
- Identify options to process and/or treat each of the WWTP's flow so as to comply with its NPDES permit.
- Evaluate the options and determine the most viable option for each facility.
- Prepare a Gantt Chart and an Opinion of Cost for the proposed projects.
- Prepare an engineering report which compiles the study's findings and makes recommendations to address the stated deficiencies.

SCHEDULE:

BURLE will deliver the engineering report to the CLIENT within four (4) months of BURLE's receipt of an executed Authorization to Proceed (Exhibit B).

COMPENSATION:

The Not-To-Exceed cost to provide these services is $60,000.00. The work will be invoiced monthly based on both the work performed during the period and our fee schedule (see below).

FEES:

The services referenced above will be provided on a time and materials basis in accordance with the following fee schedule:

Principal Engineer	$275.00/hr.
Project Engineer II	$160.00/hr.
Project Engineer I	$125.00/hr.
Project Manager	$150.00/hr.
Survey Crew	$175.00/hr.
Technician	$95.00/hr.
Clerical	$55.00/hr.

CONDITIONS:

The following conditions qualify the proposal:

- **This proposal is submitted with the understanding that the estimated project cost is being used by your company for budgeting purposes only and that the proposal is not being used by your company as a bid.**
- The proposal/agreement is subject to BURLE's General Conditions (Exhibit A) which are enclosed and made part of this proposal/agreement.
- This proposal/agreement is valid for 30 days.

If this proposal meets with your approval, please return a signed copy of Exhibit B and/or issue a purchase order incorporating the terms of the agreement.

Sincerely,

W.L. BURLE ENGINEERS, P.A.

William L. Burle, Jr., Ph.D., PE, RPG, BCEE

WLB/lcl

Enclosures

EXHIBIT A

W. L. BURLE, ENGINEERS, P.A.
GENERAL CONDITIONS

1. PARTIES AND SCOPE OF WORK: "W. L. Burle, Engineers, P.A., (BURLE)" shall include said company, its particular division, subsidiary or affiliate performing the work. "Work" means the specific engineering design, geotechnical, environmental, or other services(s) performed by BURLE for client as set forth in BURLE's proposal or at client's direction. "This agreement" consists of BURLE's proposal or work order, BURLE's Schedule of Fees, client's written acceptance thereof if accepted by BURLE, and these General Conditions. "Client" refers to the person or business entity ordering the work to be done by BURLE. If client is ordering the work on behalf of another, client represents and warrants that client is the duly authorized agent of said party for the purpose of ordering and directing said work and in such case the term "client" also includes the principal for whom the work being performed. Prices quoted and charged by BURLE for its work are predicated upon the conditions and the allocations of risks and obligations expressed in this agreement. Unless this agreement specifically provides that BURLE is to perform its work pursuant to specified Federal, State, or local regulations, client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by client is adequate and sufficient for client's intended purpose. Client assumes, and agrees to indemnify BURLE from all third-party liabilities, and shall communicate these General Conditions to each and every third party to whom client transmits any part of BURLE's work product(s). BURLE shall have no duty or obligation to any party other than those duties and obligations expressly set forth in this agreement. Ordering work from BURLE shall constitute acceptance of the terms of this agreement.

2. RESPONSIBILITY: Work shall not include determining, supervising or implementing the means, methods techniques sequences or procedures of construction, nor evaluating, reporting or affecting job conditions concerning health, safety or welfare, unless specifically required in the scope of work. BURLE's work or failure to perform shall not in any way excuse client or any contractor, subcontractor or supplier from performance of its responsibilities in accordance with this agreement or the contract documents.

3. OWNERSHIP OF DOCUMENTS: All documents including Drawings, Reports, and Specifications prepared or furnished by BURLE's independent professional associates and consultants are instruments of service and BURLE shall retain an ownership and property interest therein. Any reuse without written verification or adaptation by BURLE for the specific purpose intended will be at Client's sole risk.

4. OPINIONS OF COST: As BURLE has no control over the cost of labor, materials, equipment or services furnished by others or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, opinions of probable costs cannot and do not guarantee that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by BURLE.

5. HAZARDOUS MATERIALS: BURLE's work may include limited visual observation, laboratory analyses or physical testing of samples of subsurface and other materials for the purpose of detection, quantification, or identification of the extent, if any, of contamination of subsurface soils or ground water by Ahazardous materials@, defined elsewhere in this agreement, or being those materials defined as such by RCRA, 42 USC or those identified as such by a state or the Federal EPA, as more specifically stated in BURLE's proposal. Nothing contained within this agreement shall be construed or interpreted as requiring BURLE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA,CERCLA or within any Federal or State statute or regulation governing the generation, handling, transport, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, transport, treatment, storage and disposal of pollutants.

6. SCHEDULING OF WORK: The work as set forth in BURLE's proposal will be accomplished in a timely and workmanlike manner by BURLE personnel. If BURLE is required to delay any part of its work to accommodate the requests or requirements of client, regulatory agencies, or third parties or due to any causes beyond the direct reasonable control of BURLE, additional charges may apply, which client agrees to pay.

7. SITE ACCESS, RESTORATION, & DUTY TO NOTIFY: Client will arrange and provide access to each site upon which it will be necessary for BURLE to perform its work. In the event work is required on any site not owned by client, client represents and warrants to BURLE that client has obtained all necessary permissions for BURLE to enter upon the site and conduct its work. Client shall, upon request, provide BURLE with evidence of such permission as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in a form acceptable to BURLE. Any work performed by BURLE to obtain permission to enter upon and do work on the lands of others as well as any work performed by BURLE pursuant to this agreement shall be deemed as being done on behalf of client and client agrees to assume all risks thereof. BURLE shall take reasonable measures and precautions to minimize damage to each site and any improvements located thereon as the result of its work and the use of its equipment; however, BURLE has not included in its fee the cost of restoration of damage which may occur. If client or the possessor of any interest in any site desires or requires BURLE to restore site to its former conditions, upon written request of client, BURLE will perform such additional work as is necessary and client agrees to pay BURLE the cost thereof plus BURLE's normal mark-up for overhead and profit. BURLE shall be under no obligation to inform other parties of its activities or discoveries, but shall not be held liable, even if negligent in doing so. Client further recognizes that knowledge of such suspected or actual condition may result in a reduction in a property's value and may provide incentive to owners of properties affected to initiate legal action against client and/or others.

8. CLIENT'S DUTY TO NOTIFY BURLE: Client represents and warrants that he has advised BURLE of any known or suspected hazardous materials, utility lines, underground or overhead structures, and pollutants at any site at which BURLE is to do work hereunder, and unless BURLE has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, CLIENT AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS BURLE FROM ALL CLAIMS, SUITS, LOSSES, COSTS AND EXPENSES, ("DAMAGES") INCLUDING REASONABLE ATTORNEYS FEES AS A RESULT OF PERSONAL INJURY, DEATH OR PROPERTY DAMAGE OCCURRING WITH RESPECT TO BURLE'S PERFORMANCE OF ITS WORK AND RESULTING FROM OR CAUSED BY CONTACT WITH SUBSURFACE OR LATENT OBJECTS, STRUCTURES, LINES OR CONDUITS WHERE THE ACTUAL OR POTENTIAL PRESENCE AND LOCATION THEREOF WAS NOT REVEALED TO BURLE BY CLIENT REGARDLESS OF WHETHER OR NOT SUCH DAMAGES ARE THE RESULT OF BURLE'S NEGLIGENCE IN WHOLE OR IN PART.

9. LIMITATIONS OF PROCEDURES, EQUIPMENT AND TESTS: Information obtained from observation, analysis and testing of sample materials shall be reported on boring logs or other test reports and may be considered evidence with respect to the detection, quantification and identification of pollutants, but any inference or conclusion based thereon is an opinion based upon engineering judgment and shall not be construed as a representation of fact. Ground water levels and composition may vary due to seasonal and climatic changes and extrinsic conditions and, unless sampling and testing are conducted over an extended period of time, pollutants contained therein may escape detection. A site at which pollutants are not found to exist or at the time of inspection do not in fact exist, may later, due to intervening causes such as natural ground water flows or human intervention, become contaminated. There is a risk that sampling techniques may themselves result in contamination of certain subsurface areas such as when a probe or boring device moves through a contaminated area linking it to an aquifer, underground stream or other hydrous body not previously contaminated. Because the risks set forth in this paragraph may be unavoidable and because the sampling techniques to be employed are a necessary aspect of BURLE's work on client's behalf, client agrees to assume these risks.

10. DISCOVERY OF UNANTICIPATED POLLUTANTS: The discovery of certain pollutants may make it necessary for BURLE to take immediate measures to protect health and safety. Client agrees to reimburse reasonable cost of implementing such measures under the circumstances. BURLE agrees to notify client as soon as practically possible should such pollutants be suspected or discovered.

11. SOIL AND SAMPLE DISPOSAL: Unless otherwise agreed in writing, soils known at the time to be contaminated will be placed in containers, labeled and left on the site for proper disposition by client. Samples removed by BURLE for laboratory testing will, upon completion of testing, be disposed by the laboratory in an approved manner or returned to the site for disposal by others.

12. STANDARD OF CARE: BURLE's work will be performed, its findings obtained and its reports prepared in accordance with this agreement and with generally accepted principles and practices. In performing its professional services BURLE will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession in the community. THIS IS IN LIEU OF ALL WARRANTEES OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED. STATEMENTS MADE IN BURLE REPORTS ARE OPINIONS BASED ON ENGINEERING JUDGEMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

13. HOLD HARMLESS AND LIMITATION OF LIABILITY: BURLE's commitments as set forth in this agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce BURLE's scope of services, Client hereby agrees to release, hold harmless, defend and indemnify BURLE from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

IF BURLE OR ANY OF ITS PROFESSIONAL EMPLOYEES IS FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON BURLE'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF BURLE, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO $50,000.00 OR THE TOTAL AMOUNT OF 300% OF THE FEE PAID TO BURLE FOR ITS WORK PERFORMED HEREUNDER, WHICHEVER AMOUNT IS GREATER.

CLIENT HEREBY RELEASES BURLE FROM ANY SUCH EXCESS LIABILITY, REGARDLESS OF BURLE'S FAULT, NEGLIGENCE, OR STRICT LIABILITY. NEITHER PARTY HERETO SHALL BE RESPONSIBLE OR HELD LIABLE TO THE OTHER FOR PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE OF ANY EXISTING PROPERTY, LOSS OF PROFITS, LOSS OF PRODUCT OR BUSINESS INTERRUPTION HOWEVER THE SAME MAY BE CAUSED, INCLUDING THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF EITHER PARTY. THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REMEDIES WHICH MAY BE OR BECOME AVAILABLE TO EITHER PARTY TO THIS AGREEMENT AT LAW OR IN EQUITY.

14. INDEMNITY: Subject to the foregoing limitations, BURLE agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of BURLE's negligence to the extent of BURLE's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against BURLE, the party initiating such action shall pay to BURLE the costs and expenses incurred by BURLE to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that BURLE shall prevail in such suit.

15. PAYMENT: Client shall be invoiced periodically for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the maximum interest rate permitted under applicable law, until paid. Client agrees to pay BURLE's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. BURLE shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein BURLE waives any rights to a mechanic's lien, or any provision conditioning BURLE's right to receive payment for its work upon payment to client by any third party. These general conditions are notice, where required, that BURLE shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of BURLE from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.

16. TERMINATION: This Agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, BURLE shall be compensated by client for all work performed up to and including the termination date, including reimbursable expenses as per the BURLE Rate Schedule.

17. WITNESS FEES: BURLE employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay BURLE at a rate two times BURLE's then current fee schedule for any BURLE employee subpoenaed by any party as an occurrence witness as a result of BURLE's work.

18. ENTIRE AGREEMENT, TITLES, AND CONTROLLING LAW: This agreement contains the entire understanding between the parties. Client acknowledges that no representations, warranties, undertakings or promises have been made other than and except those expressly contained herein. This agreement may be amended, modified or terminated only by a written instrument signed by each of the parties hereto. In the event any of the provisions of these general conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable. The titles or paragraph headings used in this agreement are for general reference only, are not part of the agreement, and shall not be construed as establishing or limiting the meaning of the provisions contained herein. This agreement shall be subject to the law and jurisdiction of the State of Mississippi, without application of principles of conflicts-of-laws. Venue shall be proper only in the courts of Washington County, Mississippi.

19. MEDIATION: In an effort to resolve any conflicts that arise during the design or construction of the project, or following the completion of the project, or in any regard to the work BURLE provides, the Client and BURLE agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and BURLE further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

20. CERTIFICATION STATEMENTS: Any "certification statement" as a result or conclusion of BURLE's services, as may be requested by the Client or third parties for legal, loan, real estate, and other purposes, will be provided upon request at additional charge at the sole discretion of BURLE, unless specifically agreed to otherwise in writing. In providing such a "certification", BURLE will state only what, in its professional opinion, is reasonably supported by available data and related analyses. When "certification statements" are provided by BURLE, standardized language (if requested to be used by the Client, its agents, or third parties) will be modified by BURLE as necessary, at its sole discretion. Refusal by BURLE to use certain standardized language, words, and phrases in "certification statements" shall neither constitute incomplete services by BURLE, nor relieve Client of its obligation to compensate BURLE in full for services provided hereunder.

21. CONTINUITY OF SERVICES: BURLE shall not be responsible for implementation of its geotechnical recommendations if not retained to adequately field verify same during construction.

EXHIBIT B

AUTHORIZATION TO PROCEED
PROPOSAL/AGREEMENT NO. 24-43 – ENGINEERING REPORT
WASTEWATER TREATMENT PLANT (WWTP) EVALUATION STUDY
OXFORD UTILITIES
OXFORD, MISSISSIPPI

I have reviewed the W.L. Burle Engineers, P.A. proposal for the referenced project dated May 17, 2024, agree to the terms of the agreement and hereby authorize W.L. Burle Engineers, P.A. to proceed with the outlined services.

_____
Date

_____
Signature of Representative

_____
Name (print or type)

_____
Title (print or type)

_____
Company (print or type)

_____
Address (print or type)

_____
City/State/Zip Code (print or type)

_____
Email Address (print or type)

_____
Phone (print or type)

_____
Fax (print or type)

W.L. BURLE ENGINEERS, P.A.

OXFORD
HUMAN RESOURCES

MEMORANDUM

To: Board of Aldermen
From: Braxton Tullos, Human Resources Director
Date: October 15, 2024
Re: Request Approval of RJ Young Contract

I am requesting approval from the Mayor and Board of Aldermen to allow the Mayor sign a contract with RJ Young for the HR and General Government copy machine. This is a 60 month contract at $203.70 per month.

This contract is included in the FY 2025 budget and the contract has been reviewed by legal. I am requesting approval.

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by **City of Oxford** (hereinafter referred to as Customer), and **RJ Young Company** (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor: **For the Customer:**

Alex Bailey
1893A Cliff Gookin Blvd
Tupelo, MS 38801

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: http://www.transparency.mississippi.gov.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the **3rd** day of **October 2024**.

Vendor: **RJ Young Company**

By: **Alex Bailey**

Authorized Signature Alex Bailey

Printed Name: Alex Bailey

Title: Account Executive

Witness my signature this the **3rd** day of **October 2024**.

Customer: **City of Oxford**

By:

Authorized Signature _____

Printed Name: _____

Title: _____

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200074155

Vendor Company Name: **RJ Young Company**

Customer Agency Name: **City of Oxford**

Bill to Address: **City of Oxford**
107 Courthouse Sq
Oxford, MS 38865

Ship to Address: **City of Oxford**
107 Courthouse Sq
Oxford, MS 38865

Description of Equipment, Software, or Services		Price
1	**Canon iR ADV DX C5840i**	**$203.70 / Monthly**
1	**Canon Cassette Feeding Unit AQ1**	
1	**Super G3 FAX Board-AX1**	
1	**Inner Finisher-L1**	

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) **60 Months**

Start Date: End Date:

Modifications: **Agreement includes all parts, labor and toner. BW pages will be billed at $0.00916 per page and Color at $0.056 per page. Excludes paper and staples**

Alex Bailey
Vendor Signature

Customer Signature

General Fund Amendments & Reallocations

Revenue

Acct.	Beg. Budget	New Budget	Change	
001-000-202	$ 1,015,177.00	$ 1,049,887.00	$ 34,710.00	Park Comm Tax Levy
001-000-205	$ 150,000.00	$ 207,500.00	$ 57,500.00	Over 65 Tax Reimb.
001-000-210	$ 150,000.00	$ 180,500.00	$ 30,500.00	Penalties & Interest
001-000-221	$ 938,000.00	$ 957,125.00	$ 19,125.00	Franchise Charges
001-000-222	$ 1,780,000.00	$ 2,122,305.00	$ 342,305.00	Bldg & Zoning
001-000-260	$ 14,000,000.00	$ 14,254,468.00	$ 254,468.00	Sales Tax-Revenue
001-000-271	$ 1,500,000.00	$ 1,324,333.00	$ (175,667.00)	County Ad Valorem Tax
001-000-272	$ 1,595,000.00	$ 720,468.00	$ (874,532.00)	Univ of MS Fire Protection
001-000-277	$ 40,000.00	$ 43,892.00	$ 3,892.00	E Jackson Ave Lease Revenue
001-000-300	$ 100,000.00	$ 102,358.00	$ 2,358.00	Damages on Redemptions
001-000-305	$ 60,000.00	$ 62,481.00	$ 2,481.00	Income from Police Dept Fees
001-000-310	$ 30,000.00	$ 36,167.00	$ 6,167.00	Income from ARC-Adoptions
001-000-340	$ 660,000.00	$ 753,457.00	$ 93,457.00	Miscelleanous
001-000-341	$ 1,190,000.00	$ 1,260,490.00	$ 70,490.00	Interest Earned
001-000-345	$ 950,000.00	$ 1,105,312.00	$ 155,312.00	mTrade Park-Concessions
001-000-348	$ 100,000.00	$ 44,114.00	$ (55,886.00)	mTrade Park-Gate Revenue
001-000-354	$ 25,000.00	$ 10,364.00	$ (14,636.00)	mTrade Park-Dugout Revenue
001-000-330	$ 580,000.00	$ 675,000.00	$ 95,000.00	Court Fines/Forfeits
001-000-398	$ -	$ 7,402,865.00	$ 7,402,865.00	Transfer In-ARPA Revenue Replacement
	$ 24,863,177.00	**$ 32,313,086.00**	**$ 7,449,909.00**	Net Change to Revenue

Expenses

Legislative

Acct.	Beg. Budget	New Budget	Change	
001-001-410	$ 129,500.00	$ 117,000.00	$ (12,500.00)	
001-001-460	$ 24,152.00	$ 20,433.00	$ (3,719.00)	
001-001-470	$ 9,907.00	$ 8,237.00	$ (1,670.00)	
001-001-480	$ 32,500.00	$ 25,721.00	$ (6,779.00)	
001-001-610	$ 12,000.00	$ 8,000.00	$ (4,000.00)	
			$ (28,668.00)	net change to dept.

Judicial

Acct.	Beg. Budget	New Budget	Change	
001-010-480	$ 45,500.00	$ 40,500.00	$ (5,000.00)	
001-010-580	$ 25,000.00	$ 15,000.00	$ (10,000.00)	
001-010-600	$ 90,000.00	$ 72,000.00	$ (18,000.00)	
001-010-730	$ 5,000.00	$ -	$ (5,000.00)	
			$ (38,000.00)	net change to dept.

Executive

Acct.	Beg. Budget	New Budget	Change
001-020-420	$ 67,600.00	$ 72,137.00	$ 4,537.00
001-020-440	$ 37,500.00	$ -	$ (37,500.00)
001-020-555	$ 4,500.00	$ 5,500.00	$ 1,000.00
001-020-580	$ -	$ 250.00	$ 250.00
001-020-585	$ 1,500.00	$ 3,000.00	$ 1,500.00
001-020-610	$ 13,500.00	$ 10,000.00	$ (3,500.00)
			$ (33,713.00) net change to dept.

Financial Administration

Acct.	Beg. Budget	New Budget	Change
001-040-440	$ 30,000.00	$ -	$ (30,000.00)
001-040-585	$ 45,000.00	$ 115,000.00	$ 70,000.00
001-040-600	$ 150,000.00	$ 100,000.00	$ (50,000.00)
001-040-720	$ 75,000.00	$ -	$ (75,000.00)
			$ (85,000.00) net change to dept.

Human Resources

Acct.	Beg. Budget	New Budget	Change
001-045-420	$ 159,188.00	$ 150,287.00	$ (8,901.00)
001-045-460	$ 51,024.00	$ 46,654.00	$ (4,370.00)
001-045-600	$ 100,000.00	$ 91,000.00	$ (9,000.00)
001-045-601	$ 22,000.00	$ 7,000.00	$ (15,000.00)
			$ (37,271.00) net change to dept.

Buildings & Grounds

Acct.	Beg. Budget	New Budget	Change
001-092-420	$ 1,031,756.00	$ 935,000.00	$ (96,756.00)
001-092-440	$ 8,000.00	$ -	$ (8,000.00)
001-092-480	$ 169,000.00	$ 141,000.00	$ (28,000.00)
001-092-575	$ 396,759.00	$ 250,000.00	$ (146,759.00)
001-092-720	$ 117,190.00	$ 96,000.00	$ (21,190.00)
			$ (300,705.00) net change to dept.

General Government

Acct.	Beg. Budget	New Budget	Change
001-093-491	$ 350,000.00	$ 410,576.00	$ 60,576.00
001-093-585	$ 135,000.00	$ 80,000.00	$ (55,000.00)
001-093-600	$ 85,000.00	$ 14,000.00	$ (71,000.00)
001-093-625	$ 405,000.00	$ 450,000.00	$ 45,000.00
001-093-640	$ 85,000.00	$ 4,000.00	$ (81,000.00)
001-093-720	$ 75,000.00	$ -	$ (75,000.00)
			$ (176,424.00) net change to dept.

Community Promotions

Acct.	Beg. Budget	New Budget	Change
001-094-650	$ 55,500.00	$ 20,000.00	$ (35,500.00)
			$ (35,500.00) net change to dept.

Oxford Police Department

Acct.	Beg. Budget	New Budget	Change
001-100-425	$ 550,000.00	$ 488,000.00	$ (62,000.00)
001-100-460	$ 1,238,862.00	$ 1,195,000.00	$ (43,862.00)
001-100-480	$ 702,000.00	$ 650,000.00	$ (52,000.00)
001-100-520	$ 150,000.00	$ 245,000.00	$ 95,000.00
001-100-559	$ 26,160.00	$ 7,000.00	$ (19,160.00)
001-100-600	$ 139,389.00	$ 100,000.00	$ (39,389.00)
001-100-640	$ 309,091.00	$ 270,000.00	$ (39,091.00)
001-100-730	$ 990,549.00	$ 1,500,000.00	$ 509,451.00
			$ 348,949.00 net change to dept.

Fire Department

Acct.	Beg. Budget	New Budget	Change	
001-160-420	$ 4,684,049.00	$ 4,650,000.00	$ (34,049.00)	
001-160-440	$ 30,000.00	$ -	$ (30,000.00)	
001-160-460	$ 935,406.00	$ 876,000.00	$ (59,406.00)	
001-160-480	$ 494,000.00	$ 425,000.00	$ (69,000.00)	
001-160-535	$ 98,723.00	$ 110,000.00	$ 11,277.00	
001-160-730	$ 89,282.00	$ 110,000.00	$ 20,718.00	
001-160-740	$ 980,000.00	$ 52,000.00	$ (928,000.00)	*fire truck rebudgeted to FY2025
			$ (1,088,460.00)	net change to dept.

Emergency Management

Acct.	Beg. Budget	New Budget	Change
001-190-420	$ 10,000.00	$ 5,500.00	$ (4,500.00)
001-190-555	$ 11,000.00	$ 2,500.00	$ (8,500.00)
001-190-600	$ 16,000.00	$ 2,000.00	$ (14,000.00)
001-190-645	$ 10,000.00	$ -	$ (10,000.00)
001-190-720	$ 110,280.00	$ -	$ (110,280.00)
001-190-730	$ 5,000.00	$ 20,000.00	$ 15,000.00
			$ (132,280.00) net change to dept.

Right of Way

Acct.	Beg. Budget	New Budget	Change
001-240-440	$ 155,000.00	$ 180,000.00	$ 25,000.00
001-240-525	$ 12,000.00	$ 13,000.00	$ 1,000.00
001-240-600	$ 250,000.00	$ 282,000.00	$ 32,000.00
001-240-730	$ 54,600.00	$ 32,500.00	$ (22,100.00)
			$ 35,900.00 net change to dept.

Env Svcs-Cemetery

Acct.	Beg. Budget	New Budget	Change
001-241-525	$ 5,000.00	$ 2,500.00	$ (2,500.00)
001-241-555	$ 3,000.00	$ 1,400.00	$ (1,600.00)
001-241-575	$ 13,500.00	$ 8,500.00	$ (5,000.00)
001-241-600	$ -	$ 9,100.00	$ 9,100.00
			$ - net change to dept.

Oxford Park Commission

Acct.	Beg. Budget	New Budget	Change
001-300-420	$ 652,029.00	$ 640,000.00	$ (12,029.00)
001-300-460	$ 138,812.00	$ 129,000.00	$ (9,812.00)
001-300-480	$ 104,000.00	$ 94,000.00	$ (10,000.00)
001-300-555	$ 1,000.00	$ 24,000.00	$ 23,000.00
001-300-585	$ 8,000.00	$ 10,000.00	$ 2,000.00
001-300-720	$ 105,000.00	$ 60,000.00	$ (45,000.00)
			$ (51,841.00) net change to dept.

OPC-Pool

Acct.	Beg. Budget	New Budget	Change
001-301-535	$ 1,200.00	$ -	$ (1,200.00)
001-301-550	$ 65,000.00	$ -	$ (65,000.00)
001-301-555	$ 20,000.00	$ 15,000.00	$ (5,000.00)
001-301-630	$ 22,000.00	$ 4,500.00	$ (17,500.00)
001-301-730	$ -	$ 6,000.00	$ 6,000.00
			$ (82,700.00) net change to dept.

Stronger Together Oxford

Acct.	Beg. Budget	New Budget	Change
001-302-480	$ 6,500.00	$ 9,400.00	$ 2,900.00
001-302-610	$ 2,500.00	$ -	$ (2,500.00)
001-302-690	$ 4,000.00	$ 3,600.00	$ (400.00)
			$ - net change to dept.

mTrade Park

Acct.	Beg. Budget	New Budget	Change
001-305-550	$ 425,000.00	$ 572,000.00	$ 147,000.00
001-305-575	$ 285,000.00	$ 337,000.00	$ 52,000.00
001-305-602	$ 82,000.00	$ 50,000.00	$ (32,000.00)
			$ 167,000.00 net change to dept.

City Shop

Acct.	Beg. Budget	New Budget	Change
001-500-480	$ 58,500.00	$ 41,000.00	$ (17,500.00)
001-500-570	$ 750,000.00	$ 605,000.00	$ (145,000.00)
001-500-640	$ 3,000.00	$ 7,000.00	$ 4,000.00
			$ (158,500.00) net change to dept.

Animal Resource Center

			Change
001-553-420	$ 306,207.00	$ 317,000.00	$ 10,793.00
001-553-600	$ 25,000.00	$ 14,207.00	$ (10,793.00)
001-553-730	$ 5,000.00	$ 30,000.00	$ 25,000.00
			$ 25,000.00 net change to dept.

Total Increase in Revenue	$ 7,449,909.00
Total Decrease in Expenses	$ (1,672,213.00)
Total	**$ 5,777,696.00**

Environmental Services

Revenue

Acct.	Beg. Budget	New Budget	Change	
020-000-210	$ 31,500.00	$ 35,000.00	$ 3,500.00	Penalties & Interest
020-000-251	$ 100,000.00	$ 109,500.00	$ 9,500.00	Reimb.-Transfer Station
020-000-296	$ 5,404,585.00	$ 5,717,800.00	$ 313,215.00	Sanitation Charges
020-000-297	$ 15,000.00	$ 60,000.00	$ 45,000.00	Waste Disposal
020-000-315	$ 75,000.00	$ 174,000.00	$ 99,000.00	Income from Recycling
020-000-340	$ 1,263,000.00	$ 1,263,100.00	$ 100.00	Miscelleanous
	$ 6,889,085.00	**$ 7,359,400.00**	**$ 470,315.00**	Net Change to Revenue

Environmental Services-Administration

Acct.	Beg. Budget	New Budget	Change	
020-220-555	$ 218,147.00	$ 42,000.00	$ (176,147.00)	
020-220-640	$ 5,000.00	$ 15,000.00	$ 10,000.00	
020-220-730	$ 15,000.00	$ 675,000.00	$ 660,000.00	*equipment purchase after auction proceeds for old equip
		$ 198,800.00	**$ 493,853.00**	net change to fund

Environmental Services-Waste Collection

Acct.	Beg. Budget	New Budget	Change
020-222-420	$ 704,027.00	$ 550,000.00	$ (154,027.00)
020-222-600	$ 130,000.00	$ 160,000.00	$ 30,000.00
020-220-730	$ 80,000.00	$ 118,000.00	$ 38,000.00
			$ (86,027.00) net change to fund

Environmental Services-Transfer Station

Acct.	Beg. Budget	New Budget	Change
020-223-575	$ 50,000.00	$ 3,100.00	$ (46,900.00)
020-223-600	$ 1,200,000.00	$ 940,000.00	$ (260,000.00)
			$ (306,900.00) net change to fund

Environmental Services-Rubbish

Acct.	Beg. Budget	New Budget	Change
020-224-440	$ 79,000.00	$ 34,000.00	$ (45,000.00)
020-224-600	$ 150,000.00	$ 24,000.00	$ (126,000.00)
			$ (171,000.00) net change to fund

Environmental Services-Recycling

Acct.	Beg. Budget	New Budget	Change
020-560-420	$ 281,978.00	$ 286,786.00	$ 4,808.00
020-560-440	$ 23,000.00	$ 45,000.00	$ 22,000.00
020-560-450	$ 30,000.00	$ 41,000.00	$ 11,000.00
020-560-460	$ 58,184.00	$ 61,200.00	$ 3,016.00
020-560-575	$ 25,000.00	$ 5,000.00	$ (20,000.00)
020-560-600	$ 45,000.00	$ 7,200.00	$ (37,800.00)
			$ (16,976.00) net change to fund

Total Increase/Decrease in Revenue	**$ 470,315.00**
Total Increase/(Decrease) in Expenses	$ (87,050.00)
Total	**$ 557,365.00**

Development Services

Development Services-Administration Dept

Acct.	Beg. Budget	New Budget	Change
025-088-740	$ 45,000.00	$ -	$ (45,000.00)
			$ (45,000.00) net change to fund

Development Services-Engineering Dept.

Acct.	Beg. Budget	New Budget	Change
025-089-420	$ 459,133.00	$ 350,000.00	$ (109,133.00)
025-089-730	$ 26,000.00	$ 8,200.00	$ (17,800.00)
			$ (126,933.00) net change to fund

Development Services-Street Dept

Acct.	Beg. Budget	New Budget	Change	
025-201-450	$ 28,000.00	$ 70,000.00	$ 42,000.00	
025-201-555	$ 325,000.00	$ 310,000.00	$ (15,000.00)	
025-201-575	$ 100,000.00	$ 25,000.00	$ (75,000.00)	
025-201-600	$ 275,000.00	$ 225,000.00	$ (50,000.00)	
025-201-631	$ 650,000.00	$ 425,000.00	$ (225,000.00)	
025-201-700	$ -	$ 150,000.00	$ 150,000.00	
025-201-720	$ -	$ 150,000.00	$ 150,000.00	
025-201-730	$ 53,350.00	$ 100,000.00	$ 46,650.00	
025-201-910	$ 2,950,000.00	$ 10,353,000.00	$ 7,403,000.00	*ARPA transfer out to new T & A fund (utility reloc)
			$ 7,426,650.00	net change to fund

Other Funds

$9M Bonds-Series 2023 Proceeds

Acct.	Beg. Budget	New Budget	Change
003-093-700	$ 200,000.00	$ 350,000.00	$ 150,000.00
003-093-720	$ 1,000,000.00	$ 2,241,000.00	$ 1,241,000.00
			$ 1,391,000.00 net change to fund

Metro Narcotics

Acct.	Beg. Budget	New Budget	Change
100-000-333	$ 490,000.00	$ 762,000.00	$ 272,000.00
100-000-341	$ 45,000.00	$ 51,500.00	$ 6,500.00
100-101-575	$ -	$ 155,000.00	$ 155,000.00
100-101-600	$ 47,000.00	$ 37,000.00	$ (10,000.00)
100-101-690	$ 10,000.00	$ -	$ (10,000.00)
100-101-691	$ 40,000.00	$ 32,000.00	$ (8,000.00)
100-101-740	$ 100,000.00	$ 153,000.00	$ 53,000.00
			$ 180,000.00 net change to fund

2023 GO Bonds-$9M

Acct.	Beg. Budget	New Budget	Change
210-000-910	$ 178,000.00	$ 104,500.00	$ (73,500.00)
			$ (73,500.00) net change to fund

2009 GO Bonds

Acct.	Beg. Budget	New Budget	Change
230-000-200	$ 175,000.00	$ 177,800.00	$ 2,800.00
230-000-346	$ 5,000.00	$ 1,284.00	$ (3,716.00)
230-093-910	$ 120,000.00	$ 104,500.00	$ (15,500.00)
			$ (16,416.00) net change to fund

2012 GO Bonds

Acct.	Beg. Budget	New Budget	Change
240-000-200	$ 437,531.00	$ 446,763.00	$ 9,232.00
240-000-346	$ 6,500.00	$ 6,900.00	$ 400.00
			$ 9,632.00 net change to fund

2015 GO Bonds

Acct.	Beg. Budget	New Budget	Change
250-000-200	$ 653,169.00	$ 670,000.00	$ 16,831.00
250-000-346	$ 10,000.00	$ 10,354.00	$ 354.00
			$ 17,185.00 net change to fund

2017A-GO Bonds-$7.5M

Acct.	Beg. Budget	New Budget	Change
255-000-200	$ 502,900.00	$ 511,872.00	$ 8,972.00
			$ 8,972.00 net change to fund

2017B-GO Bonds-$7.5M

Acct.	Beg. Budget	New Budget	Change
260-000-200	$ 501,400.00	$ 510,200.00	$ 8,800.00
			$ 8,800.00 net change to fund

2018A-GO Bonds-$2.7M

Acct.	Beg. Budget	New Budget	Change
265-000-200	$ 179,157.00	$ 180,500.00	$ 1,343.00
			$ 1,343.00 net change to fund

2018B-GO Bonds-$9.95M

Acct.	Beg. Budget	New Budget	Change
270-000-909	$ 688,550.00	$ 203,167.00	$ (485,383.00)
270-095-810	$ 276,050.00	$ 33,401.00	$ (242,649.00)
270-095-840	$ 3,300.00	$ 3,350.00	$ 50.00
			$ (242,599.00) net change to fund

2018C-$1.05M GO Bonds

Acct.	Beg. Budget	New Budget	Change
275-000-909	$ 126,375.00	$ 121,043.00	$ (5,332.00)
			$ (5,332.00) net change to fund

2022 Refunding Series Bonds

Acct.	Beg. Budget	New Budget	Change
285-000-909	$ 206,751.00	$ 170,703.00	$ (36,048.00)
			$ (36,048.00) net change to fund

Cemetery Trust Funds

Acct.	Beg. Budget	New Budget	Change
602-702-555	$ 5,000.00	$ -	$ (5,000.00)
602-702-575	$ 5,000.00	$ -	$ (5,000.00)
602-702-690	$ 5,000.00	$ -	$ (5,000.00)
			$ (15,000.00) net change to fund

DARE Fund

Acct.	Beg. Budget	New Budget	Change
610-000-333	$ 25,000.00	$ 26,700.00	$ 1,700.00
610-710-690	$ 51,500.00	$ 1,100.00	$ (50,400.00)
			$ (48,700.00) net change to fund

Trust & Agency-Misc.

Acct.	Beg. Budget	New Budget	Change
619-000-341	$ 1,070,000.00	$ 1,145,000.00	$ 75,000.00
619-000-909	$ 20,000.00	$ -	$ (20,000.00)
			$ 55,000.00 net change to fund

Forestry Grant Funds

Acct.	Beg. Budget	New Budget	Change
620-000-346	$ 20,000.00	$ -	$ (20,000.00)
620-750-690	$ 57,000.00	$ -	$ (57,000.00)
			$ (77,000.00) net change to fund

Crime Prevention Fund

Acct.	Beg. Budget	New Budget	Change
623-000-333	$ 60,000.00	$ 65,800.00	$ 5,800.00
623-723-690	$ 27,000.00	$ 1,000.00	$ (26,000.00)
			$ (20,200.00) net change to fund

Administrative Fee-Court

Acct.	Beg. Budget	New Budget	Change
625-000-333	$ 60,000.00	$ 68,300.00	$ 8,300.00
625-010-690	$ 50,000.00	$ 2,000.00	$ (48,000.00)
625-010-720	$ 100,000.00	$ -	$ (100,000.00)
625-010-730	$ 50,000.00	$ 10,000.00	$ (40,000.00)
			$ (179,700.00) net change to fund

Tennis Sponsorships

Acct.	Beg. Budget	New Budget	Change
628-000-333	$ 25,000.00	$ -	$ (25,000.00)
628-300-615	$ 10,000.00	$ -	$ (10,000.00)
628-300-690	$ 13,709.00	$ 6,000.00	$ (7,709.00)

$ (17,709.00) net change to fund

Development Svcs-Bonds Held

Acct.	Beg. Budget	New Budget	Change
638-090-690	$ 150,000.00	$ 120,000.00	$ (30,000.00)

$ (30,000.00) net change to fund

Infrastructure/Maintenance-MIMA

Acct.	Beg. Budget	New Budget	Change
639-201-575	$ 3,000,000.00	$ 3,203,000.00	$ 203,000.00
639-201-690	$ 500,000.00	$ -	$ (500,000.00)
639-201-720	$ 687,227.00	$ -	$ (687,227.00)

$ (984,227.00) net change to fund

Street Dept Capital Project Fund

Acct.	Beg. Budget	New Budget	Change
647-000-346	$ 625,000.00	$ 1,106,000.00	$ 481,000.00
647-201-575	$ 500,000.00	$ -	$ (500,000.00)
647-201-700	$ 1,300,000.00	$ 213,100.00	$ (1,086,900.00)
647-201-720	$ 1,500,000.00	$ 2,088,500.00	$ 588,500.00

$ (517,400.00) net change to fund

Capital Project-SB3049

Acct.	Beg. Budget	New Budget	Change
648-089-700	$ 221,114.00	$ 100,000.00	$ (121,114.00)

$ (121,114.00) net change to fund

OPD-Phlebotomy Grant

Acct.	Beg. Budget	New Budget	Change
651-000-333	$ 15,000.00	$ 150.00	$ (14,850.00)
651-100-555	$ 5,000.00	$ -	$ (5,000.00)
651-100-600	$ 10,851.00	$ -	$ (10,851.00)
651-100-601	$ 10,851.00	$ -	$ (10,851.00)
651-100-610	$ 10,851.00	$ -	$ (10,851.00)
651-100-730	$ 1,500.00	$ -	$ (1,500.00)
			$ (39,053.00) net change to fund

OUT-Oxford Univ Transit

Acct.	Beg. Budget	New Budget	Change
653-000-333	$ 1,300,000.00	$ 1,392,100.00	$ 92,100.00
653-000-346	$ 3,410,959.00	$ 3,741,100.00	$ 330,141.00
653-000-909	$ 1,144,080.00	$ 675,000.00	$ (469,080.00)
653-753-491	$ -	$ 120,163.00	$ 120,163.00
653-753-570	$ 242,400.00	$ 351,000.00	$ 108,600.00
653-753-600	$ 360,000.00	$ 451,000.00	$ 91,000.00
653-753-605	$ 37,500.00	$ 54,500.00	$ 17,000.00
653-753-625	$ 495,000.00	$ 507,040.00	$ 12,040.00
653-753-730	$ 440,000.00	$ 300,000.00	$ (140,000.00)
			$ 161,964.00 net change to fund

OPC Pool Renovation Fund

Acct.	Beg. Budget	New Budget	Change
662-301-600	$ 15,000.00	$ 10,000.00	$ (5,000.00)
662-301-720	$ 4,170,988.00	$ 900,000.00	$ (3,270,988.00)
			$ (3,275,988.00) net change to fund

American Rescue Plan-ARPA

Acct.	Beg. Budget	New Budget	Change
677-093-910	$ 7,154,500.00	$ 7,403,000.00	$ 248,500.00
			$ 248,500.00 net change to fund

HB603-Sect 28(bc)-$4M

Acct.	Beg. Budget	New Budget	Change
683-000-341	$ 70,000.00	$ 66,700.00	$ (3,300.00)
683-100-720	$ 3,800,000.00	$ 3,760,000.00	$ (40,000.00)
			$ (43,300.00) net change to fund

OPD Grant Funds

Acct.	Beg. Budget	New Budget	Change
684-122-690	$ 48,500.00	$ 53,475.00	$ 4,975.00
684-122-730	$ 25,500.00	$ 40,000.00	$ 14,500.00
			$ 19,475.00 net change to fund

Tree Escrow Fund

Acct.	Beg. Budget	New Budget	Change
694-090-600	$ 5,000.00	$ -	$ (5,000.00)
694-090-614	$ 5,000.00	$ -	$ (5,000.00)
694-090-690	$ 10,000.00	$ -	$ (10,000.00)
694-090-910	$ 125,000.00	$ 15,000.00	$ (110,000.00)
			$ (130,000.00) net change to fund

Historic Homes Fund

Acct.	Beg. Budget	New Budget	Change
696-000-333	$ 21,450.00	$ 23,225.00	$ 1,775.00
696-727-440	$ 25,000.00	$ 26,000.00	$ 1,000.00
696-727-600	$ 40,000.00	$ 37,000.00	$ (3,000.00)
696-746-575	$ 350.00	$ 600.00	$ 250.00
696-746-600	$ 12,000.00	$ 15,000.00	$ 3,000.00
696-747-575	$ 2,000.00	$ 3,000.00	$ 1,000.00
696-748-600	$ 7,000.00	$ 13,000.00	$ 6,000.00
			$ 10,025.00 net change to fund

Oxford Conference Center

Acct.	Beg. Budget	New Budget	Change
726-000-333	$ 1,200,000.00	$ 1,329,741.00	$ 129,741.00
726-000-341	$ -	$ 1,200.00	$ 1,200.00
726-726-550	$ 350,000.00	$ 450,700.00	$ 100,700.00
726-726-627	$ 300,000.00	$ 173,600.00	$ (126,400.00)
726-726-700	$ 186,250.00	$ 31,000.00	$ (155,250.00)
726-726-720	$ 700,000.00	$ 487,000.00	$ (213,000.00)
			$ (263,009.00) net change to fund

2% Food & Beverage

Acct.	Beg. Budget	New Budget	Change
727-000-333	$ -	$ 129,000.00	$ 129,000.00
727-000-346	$ 4,549,264.00	$ 4,736,300.00	$ 187,036.00
727-727-570	$ 50,000.00	$ 25,000.00	$ (25,000.00)
727-727-607	$ 220,000.00	$ 45,000.00	$ (175,000.00)
727-727-650	$ 50,000.00	$ -	$ (50,000.00)
727-727-720	$ 340,000.00	$ 262,325.00	$ (77,675.00)
727-727-730	$ 175,000.00	$ -	$ (175,000.00)
727-727-910	$ 2,245,827.00	$ 1,845,827.00	$ (400,000.00)

$ (586,639.00) net change to fund

Parking

Acct.	Beg. Budget	New Budget	Change
729-000-333	$ 1,250,000.00	$ 1,440,145.00	$ 190,145.00
729-100-575	$ 65,000.00	$ 50,000.00	$ (15,000.00)
729-100-600	$ 92,500.00	$ 110,000.00	$ 17,500.00
729-100-730	$ 106,000.00	$ 37,000.00	$ (69,000.00)
729-100-910	$ 1,213,620.00	$ 689,000.00	$ (524,620.00)

$ (400,975.00) net change to fund

New Funds for FY 2024

Hwy 7 Utility Reloc. Projects

Acct.	Beg. Budget	New Budget	Change
678-000-341	$ -	$ 30,000.00	$ 30,000.00
678-000-909	$ 7,154,500.00	$ 7,403,000.00	$ 248,500.00
678-089-720	$ -	$ 1,020,000.00	$ 1,020,000.00

$ 1,298,500.00 net change to fund

Oxford Utilities-Water & Sewer

Revenues

Acct.	Beg. Budget	New Budget	Change
400-000-360	$ 5,700,000.00	$ 5,885,917.00	$ 185,917.00
400-000-362	$ 380,000.00	$ 725,921.00	$ 345,921.00
400-000-363	$ 6,100,000.00	$ 6,407,069.00	$ 307,069.00
400-000-364	$ 220,000.00	$ 463,278.00	$ 243,278.00
400-000-372	$ 1,000,000.00	$ 275,458.00	$ (724,542.00)
400-000-373	$ 70,000.00	$ 55,903.00	$ (14,097.00)
			$ 343,546.00 net change to fund

Expenses

Administration & General

Acct.	Beg. Budget	New Budget	Change
400-650-480	$ 160,000.00	$ 170,186.00	$ 10,186.00
400-650-625	$ 60,000.00	$ 49,814.00	$ (10,186.00)
			$ - net change to fund

Finance & Customer

Acct.	Beg. Budget	New Budget	Change
400-660-645	$ 675,000.00	$ 681,230.00	$ 6,230.00
			$ 6,230.00 net change to fund

Transmission & Distribution

Acct.	Beg. Budget	New Budget	Change
400-672-535	$ 6,250.00	$ 6,567.00	$ 317.00
400-672-555	$ 495,000.00	$ 497,136.00	$ 2,136.00
400-672-575	$ 15,000.00	$ 35,416.00	$ 20,416.00
400-672-605	$ 2,250.00	$ 2,820.00	$ 570.00
400-672-690	$ 28,500.00	$ 34,979.00	$ 6,479.00
400-672-700	$ 995,000.00	$ 908,245.00	$ (86,755.00)
400-673-730	$ 190,000.00	$ 246,837.00	$ 56,837.00
			$ - net change to fund

Treatment & Purification

Acct.	Beg. Budget	New Budget	Change
400-673-535	$ 7,000.00	$ 8,544.00	$ 1,544.00
400-673-555	$ 130,000.00	$ 150,427.00	$ 20,427.00
400-673-572	$ 250,000.00	$ 381,364.00	$ 131,364.00
400-673-610	$ 5,000.00	$ 5,648.00	$ 648.00
400-673-630	$ 550,000.00	$ 608,423.00	$ 58,423.00
400-673-690	$ 1,200.00	$ 6,202.00	$ 5,002.00

400-673-700	$ 55,000.00	$ 63,609.00	$ 8,609.00
400-673-720	$ 540,000.00	$ 289,876.00	$ (250,124.00)
400-673-730	$ 201,000.00	$ 225,107.00	$ 24,107.00
			$ - net change to fund

Source of Supply

Acct.	Beg. Budget	New Budget	Change
400-675-555	$ 160,000.00	$ 220,535.00	$ 60,535.00
400-675-575	$ 220,000.00	$ 159,465.00	$ (60,535.00)
			$ - net change to fund

Sanitary Sewer Lines

Acct.	Beg. Budget	New Budget	Change
400-676-575	$ 50,000.00	$ 48,550.00	$ (1,450.00)
400-676-730	$ 15,000.00	$ 16,450.00	$ 1,450.00
			$ - net change to fund

Punkin Water Bonds

Acct.	Beg. Budget	New Budget	Change
400-458-600	$ -	$ 68,644.00	$ 68,644.00
400-458-700	$ 242,000.00	$ 173,356.00	$ (68,644.00)
			$ - net change to fund

OPC-Activity Fund

Expenses

LLO-Yoga

Acct.	Beg. Budget	New Budget	Change
300-104-600	$ 6,000.00	$ 6,165.00	$ 165.00
			$ 165.00 net change to fund

LLO-Aerobics

Acct.	Beg. Budget	New Budget	Change
300-112-600	$ 2,000.00	$ 2,160.00	$ 160.00
			$ 160.00 net change to fund

YS-Flag Football

Acct.	Beg. Budget	New Budget	Change
300-204-535	$ 6,000.00	$ 8,650.00	$ 2,650.00
300-204-625	$ -	$ 685.00	$ 685.00
			$ 3,335.00 net change to fund

YS-Tennis

Acct.	Beg. Budget	New Budget	Change
300-205-555	$ 5,000.00	$ 5,600.00	$ 600.00
300-205-600	$ 30,000.00	$ 36,000.00	$ 6,000.00
			$ 6,600.00 net change to fund

YS-Karate

Acct.	Beg. Budget	New Budget	Change
300-206-600	$ 15,000.00	$ 9,500.00	$ (5,500.00)
			$ (5,500.00) net change to fund

YS-I Can 5k

Acct.	Beg. Budget	New Budget	Change
300-212-647	$ -	$ 230.00	$ 230.00
			$ 230.00 net change to fund

YS-Baseball

Acct.	Beg. Budget	New Budget	Change
300-213-535	$ 25,000.00	$ 18,000.00	$ (7,000.00)
300-213-600	$ 15,000.00	$ 10,000.00	$ (5,000.00)
			$ (12,000.00) net change to fund

YS-Intramurals

Acct.	Beg. Budget	New Budget	Change
300-215-600	$ 1,900.00	$ -	$ (1,900.00)

$ (1,900.00) net change to fund

YS-Gymnastics

Acct.	Beg. Budget	New Budget	Change
300-217-600	$ 100,000.00	$ 105,000.00	$ 5,000.00

$ 5,000.00 net change to fund

YS-Fencing

Acct.	Beg. Budget	New Budget	Change
300-219-600	$ 12,000.00	$ 15,000.00	$ 3,000.00

$ 3,000.00 net change to fund

YS-Cooking

Acct.	Beg. Budget	New Budget	Change
300-225-555	$ 2,500.00	$ -	$ (2,500.00)
300-225-600	$ 10,000.00	$ -	$ (10,000.00)

$ (12,500.00) net change to fund

YS-Volleyball

Acct.	Beg. Budget	New Budget	Change
300-226-535	$ 2,500.00	$ 3,500.00	$ 1,000.00
300-226-600	$ 12,400.00	$ 13,600.00	$ 1,200.00

$ 2,200.00 net change to fund

YS-Pickleball

Acct.	Beg. Budget	New Budget	Change
300-230-555	$ 10,000.00	$ -	$ (10,000.00)
300-230-600	$ 2,500.00	$ -	$ (2,500.00)

$ (12,500.00) net change to fund

YS-Dance

Acct.	Beg. Budget	New Budget	Change
300-233-600	$ 500.00	$ -	$ (500.00)
300-233-647	$ 500.00	$ -	$ (500.00)

$ (1,000.00) net change to fund

YS-Skateboard

Acct.	Beg. Budget	New Budget	Change
300-235-600	$ 2,500.00	$ -	$ (2,500.00)
300-235-647	$ 2,500.00	$ -	$ (2,500.00)
			$ (5,000.00) net change to fund

YS-Instruct SB

Acct.	Beg. Budget	New Budget	Change
300-236-555	$ 100.00	$ -	$ (100.00)
			$ (100.00) net change to fund

YS-Instruct BKB

Acct.	Beg. Budget	New Budget	Change
300-237-600	$ 5,000.00	$ 2,100.00	$ (2,900.00)
			$ (2,900.00) net change to fund

YS-Wrestling

Acct.	Beg. Budget	New Budget	Change
300-238-600	$ 5,500.00	$ 6,800.00	$ 1,300.00
			$ 1,300.00 net change to fund

YS-Mini Kickers

Acct.	Beg. Budget	New Budget	Change
300-239-600	$ 12,000.00	$ 14,800.00	$ 2,800.00
			$ 2,800.00 net change to fund

YS-Cheerleading

Acct.	Beg. Budget	New Budget	Change
300-242-535	$ 900.00	$ 1,500.00	$ 600.00
			$ 600.00 net change to fund

YS-Soccer

Acct.	Beg. Budget	New Budget	Change
300-245-535	$ 25,000.00	$ 23,000.00	$ (2,000.00)
300-245-555	$ 2,500.00	$ 700.00	$ (1,800.00)
300-245-600	$ 19,000.00	$ 12,000.00	$ (7,000.00)
			$ (10,800.00) net change to fund

YS-Camps

Acct.	Beg. Budget	New Budget	Change
300-247-555	$ 10,000.00	$ 8,300.00	$ (1,700.00)

300-247-585	$ 10,000.00	$ 6,500.00	$ (3,500.00)

$ (5,200.00) net change to fund

YS-Lacrosse

Acct.	Beg. Budget	New Budget	Change
300-248-600	$ 1,500.00	$ 1,642.00	$ 142.00

$ 142.00 net change to fund

OPC-General

Acct.	Beg. Budget	New Budget	Change
300-300-687	$ 2,500.00	$ 1,250.00	$ (1,250.00)
300-300-910	$ 310,603.00	$ 311,853.00	$ 1,250.00

$ - net change to fund

AS-Basketball

Acct.	Beg. Budget	New Budget	Change
300-303-647	$ -	$ 250.00	$ 250.00

$ 250.00 net change to fund

AS-Pickleball

Acct.	Beg. Budget	New Budget	Change
300-330-555	$ 2,500.00	$ 600.00	$ (1,900.00)
300-330-600	$ 2,500.00	$ 1,000.00	$ (1,500.00)

$ (3,400.00) net change to fund

AS-Fitness

Acct.	Beg. Budget	New Budget	Change
300-331-600	$ 5,000.00	$ -	$ (5,000.00)

$ (5,000.00) net change to fund

AS-Dance

Acct.	Beg. Budget	New Budget	Change
300-333-600	$ 500.00	$ -	$ (500.00)
300-333-647	$ 500.00	$ -	$ (500.00)

$ (1,000.00) net change to fund

AS-Deep Water Aerobics

Acct.	Beg. Budget	New Budget	Change
300-336-600	$ 5,000.00	$ -	$ (5,000.00)

$ (5,000.00) net change to fund

AS-Soccer

Acct.	Beg. Budget	New Budget	Change
300-337-600	$ 9,000.00	$ 1,200.00	$ (7,800.00)

$ (7,800.00) net change to fund

AS-Softball

Acct.	Beg. Budget	New Budget	Change
300-338-585	$ 1,000.00	$ -	$ (1,000.00)
300-338-600	$ 5,000.00	$ 2,200.00	$ (2,800.00)

$ (3,800.00) net change to fund

AS-Tennis

Acct.	Beg. Budget	New Budget	Change
300-339-600	$ 2,500.00	$ -	$ (2,500.00)

$ (2,500.00) net change to fund

SE-Movies in the Park

Acct.	Beg. Budget	New Budget	Change
300-401-555	$ 500.00	$ -	$ (500.00)
300-401-640	$ 1,000.00	$ -	$ (1,000.00)

$ (1,500.00) net change to fund

SE-Halloween

Acct.	Beg. Budget	New Budget	Change
300-402-555	$ 2,500.00	$ 2,700.00	$ 200.00

$ 200.00 net change to fund

SE-Pickleball

Acct.	Beg. Budget	New Budget	Change
300-409-555	$ 2,000.00	$ 500.00	$ (1,500.00)

$ (1,500.00) net change to fund

SE-Fit N Fun Adventures

Acct.	Beg. Budget	New Budget	Change
300-412-600	$ 50,000.00	$ 11,000.00	$ (39,000.00)

$ (39,000.00) net change to fund

SE-Power Wheels Derby

Acct.	Beg. Budget	New Budget	Change
300-413-555	$ 2,500.00	$ -	$ (2,500.00)

$ (2,500.00) net change to fund

SE-Mother's Day

Acct.	Beg. Budget	New Budget	Change
300-414-555	$ 2,500.00	$ 500.00	$ (2,000.00)

$ (2,000.00) net change to fund

R-Park Pavilions

Acct.	Beg. Budget	New Budget	Change
300-558-647	$ 10,000.00	$ 4,000.00	$ (6,000.00)

$ (6,000.00) net change to fund

R-Ball Fields

Acct.	Beg. Budget	New Budget	Change
300-559-647	$ -	$ 250.00	$ 250.00

$ 250.00 net change to fund

R-Stone Center

Acct.	Beg. Budget	New Budget	Change
300-561-647	$ 9,500.00	$ 5,740.00	$ (3,760.00)

$ (3,760.00) net change to fund

R-Activity Center

Acct.	Beg. Budget	New Budget	Change
300-562-647	$ 10,000.00	$ 1,050.00	$ (8,950.00)
300-562-690	$ 5,000.00	$ -	$ (5,000.00)

$ (13,950.00) net change to fund

R-Tennis Courts

Acct.	Beg. Budget	New Budget	Change
300-566-647	$ -	$ 600.00	$ 600.00

$ 600.00 net change to fund

O-Tennis Courts

Acct.	Beg. Budget	New Budget	Change
300-652-555	$ 5,000.00	$ -	$ (5,000.00)

$ (5,000.00) net change to fund

OXFORD
GENERAL
GOVERNMENT

MEMORANDUM

To: Board of Aldermen

From: Mark Levy, PLA

CC: Bart Robinson, PE

Date: October 15, 2024

Re: Permission to advertise for bids for the old Oxford Police Department building renovation.

The new Police Station at 9 Industrial Park Road is on schedule, with an expected move-in date in early December. In order to quickly renovate the existing police department building for future use as office space, staff is seeking permission to advertise for bids.

The largely cosmetic renovation at the old (existing) OPD building will begin in January of 2025.

OXFORD
GENERAL
GOVERNMENT

MEMORANDUM

To: Board of Aldermen

From: Mark Levy, PLA

CC: Bart Robinson, PE

Date: October 15, 2024

Re: Consider proposal for property and casualty insurance for the City of Oxford.

Early this year, the City of Oxford received a notice that Employers Mutual Casualty Company (hereafter, EMC) would not be renewing the property and casualty policy, at which point the Board of Aldermen authorized the advertisement of a request for proposals (RFP).

Currently, EMC insures the city's 72 properties schedule which is valued at $113,387,138.00. EMC initially obtained the policy in 2016 with a rate of $1.62 per thousand dollars of coverage. The current policy has a $25,000.00 deductible and a $50,000.00 wind and hail deductible. The current policy is a full blanket policy.

Proposals were received on Thursday for the city's property inventory. The RFP was open to any local agencies within 60 miles of the City of Oxford. Several agencies reviewed the documents, however, only one proposal was submitted by Brown Insurance, Inc of Oxford. Another agency sent the city's property schedule to 11 providers and was declined by seven (7), and could not compete with our current policy.

The enclosed proposal from Brown Insurance Agency with EMC as the carrier is a 26% increase in premium from November 2023. The renewal amount for 2024 is $251,431.00. The rate increased from $1.64 per thousand to $2.07 per thousand in coverage. The deductibles remain unchanged; however, the blanket is limited to 110% of the scheduled value.

After review of the enclosed proposal, staff recommends acceptance of the submission from Brown Insurance and renewal of the property and casualty policy from EMC for the 2024-2025 fiscal year.

Enclosure (1) Brown Insurance Proposal Submission

Brown Insurance Agency

Business • Home • Auto • Life • Health

POST OFFICE BOX 906
1328 North Lamar Blvd., Suite 101
OXFORD, MS 38655

TO: **CITY OF OXFORD – INSURANCE PROPOSAL**

RECEIVED
OCT 09 2024
BY: 4:15pm

RFP COVER PAGE

Name of Firm, Entity or Organization:	R.L. Brown Insurance Agency, Inc.
Federal Employer Identification Number (FEIN):	64-0669239
State of Mississippi License Number:	110036
Name of Contact Person:	Tatum Brown
Title:	President/ Agent
E-Mail Address:	tatum.brown@browninsurance.biz
Mailing Address:	P.O. Box 906
Street Address (if different):	1328 N. Lamar Blvd., Suite 101
City, State, Zip:	Oxford, MS 38655
Telephone:	662-234-2941
Fax:	662-236-3908

Organizational Structure – Please Check One:

Corporation ☐ Partnership ☐ Pr oprietorship ☐ Joint Venture ☐ Other ☐

If Corporation:
Date of Incorporation: 10/15/1982 State of Incorporation: MS

States Registered in as Foreign Corporation:

Authorized Signature:

Print Name: Tatum Brown

Signature: _____

Title: President/ Agent

Phone: 662-234-2941

This document must be completed and returned with your Submittal.

Table of Contents

Tab A – Statement of Interest

Tab B – Vendor Profile
-Copy of Mississippi Insurance License

Tab C – Proposal Submittal Form

Tab D – Claims Management Services and Ancilliary Services

Tab E – References

Tab F – Additional Information

Tab G – Additional Required Documents

TAB

A

Brown Insurance Agency

Business Home Auto Life Health

October 10, 2024

City of Oxford
107 Courthouse Sq.
Oxford, MS 38655

Re: Statement of Interest

It is my intent to provide the City of Oxford with an insurance policy that has adequate insurance coverage on all locations owned. I will provide this coverage through a company that is capable of providing not only adequate coverage, but also the services needed in all aspects of insurance. These services include but are not limited to Loss Control, Claims handling, and Competitve rates to most accurately fulfill your insurance needs.

Employers Mutual and myself intend to provide the City of Oxford with experience, knowledge, and the resources needed to protect your property as it should be protected in the event of an unfortunate loss. We will ensure that the City of Oxford's interest is protected to the best of our ability. As a lifelong resident of Oxford, the City's best interest is a priority personally and professionally.

Sincerely,

Tatum Brown

Trusted Choice®

Independent Insurance Agent

P.O. Box 906
1328 N. Lamar Blvd., Suite 101
Oxford, MS 38655
662-234-2941

Doing a Better Job for Over 75 Years!

TAB

B

FORM 1

VENDOR PROFILE

Submitted by (*Company Name*): **R.L. Brown Insurance Agency Inc.**

Corporation **Partnership** **Individual** **Joint Venture**

Other Describe:

Mississippi License Number: **8201042** Expiration Date **5/31/2025**

Office Location: **1328 N Lamar Blvd, Oxford MS 38655**

Number of people in your organization: **6**

Length of time the Contractor has been doing business under this name in Mississippi: 76 years

Length of time your firm has provided services to governmental clients: 76 years

Under what other name(s) has your firm operated: NA

Has or is your firm currently involved in any formal court proceedings regarding any of your contracts?

YES *(attach a detailed explanation)* NO

MISSISSIPPI
INSURANCE DEPARTMENT

Mike Chaney
Commissioner of Insurance

Mark Haire
Deputy Commissioner of Insurance

License

R. L. BROWN INSURANCE AGENCY, INC.

License Number: 8201042 NPN: 8545880

is licensed to engage in the business of insurance in the State of Mississippi in the capacity stated below, subject to applicable laws and rules.

	Effective Date	Expiration Date
Licensed as: Insurance Producer Entity	10-27-2009	05-31-2025
Qualified for:		

Commissioner of Insurance

Mississippi Insurance Department

R. L. BROWN INSURANCE AGENCY, INC.
LICENSE NUMBER: 8201042 NPN: 8545880

	Effective Date	Expiration Date
Licensed as/ Qualified for:		
Insurance Producer Entity	10-27-2009	05-31-2025

MISSISSIPPI
INSURANCE DEPARTMENT

Mike Chaney
Commissioner of Insurance

Mark Haire
Deputy Commissioner of Insurance

License

TATUM ANDREW BROWN

License Number: 110036 NPN: 6391933

is licensed to engage in the business of insurance in the State of Mississippi in the capacity stated below, subject to applicable laws and rules.

	Effective Date	Expiration Date
Licensed as: Insurance Producer	10-27-2009	09-30-2025
Qualified for:		
Accident & Health or Sickness	03-01-2007	
Casualty	10-27-2009	
Life	03-01-2007	
Property	10-27-2009	

Commissioner of Insurance

Mississippi Insurance Department

TATUM ANDREW BROWN
LICENSE NUMBER: 110036 NPN: 6391933

	Effective Date	Expiration Date
Licensed as/ Qualified for:		
Insurance Producer	10-27-2009	09-30-2025
Accident & Health or Sickness	03-01-2007	
Casualty	10-27-2009	
Life	03-01-2007	
Property	10-27-2009	

TAB

C

PROPOSAL SUBMITTAL FORM

Coverage		Limit	Deductible
Property	Buildings & Contents	$121,408,745	$25,000 w/ W/H $50,000
	Earthquake	$10,000,000	10%
	Demolition & Increased Cost of Construction		
	Windstorm		
	Flood		

Proposed Agent/Broker: **Tatum Brown**

Proposed Insurer: **Employers Mutual Insurance Company**

Insurer A.M. Best Rating: **A**

Does the policy include full blanket coverage? Yes _____ No x 110%

Will coverage be provided on a Guaranteed Replacement Cost Basis?

Buildings 100% Coinsurance Yes X No _

Personal Property Yes X No _

Contractors/Mobile Equipment Yes _____ No _

Can replacement structures be built on alternative sites? Yes _____ No _

Will there be additional premium for newly acquired properties? Yes X No _

Is Coinsurance % Required? If so, please provide percentage. Yes X 100% No _

Is there a sub-limit for windstorm coverage? Yes _____ No X

How are appurtenant structures and/or property in the open to be covered?

Listed on the property schedule

List all locations that will be **excluded** for windstorm and hail. NA

List any exclusions that included in the proposed policy. See Attached List of Exclusions

PROPOSAL SUMMARY

Premium Summary – 2024-2025		
Annual Premium – Building & Contents	$	$251,431.00
Annual Premium - Flood	$	–
Annual Premium-Windstorm	$	Included
Annual Premium Earthquake	$	Included
TOTAL ANNUAL PREMIUM FOR ALL COVERAGES QUOTED	$	$251,431.00

Is there a two-year rate guarantee? Yes _____ No X_____

What are the City's obligations upon termination of policy (notice, run-out claims, etc.)?

~~Written Request~~

TAB

D

emc INSURANCE

EMC Claims Solutions

Take the stress out of claims management

We're in this together. In the ever-changing landscape of insurance, finding reliable support is crucial. That's where EMC Claims Solutions steps in.

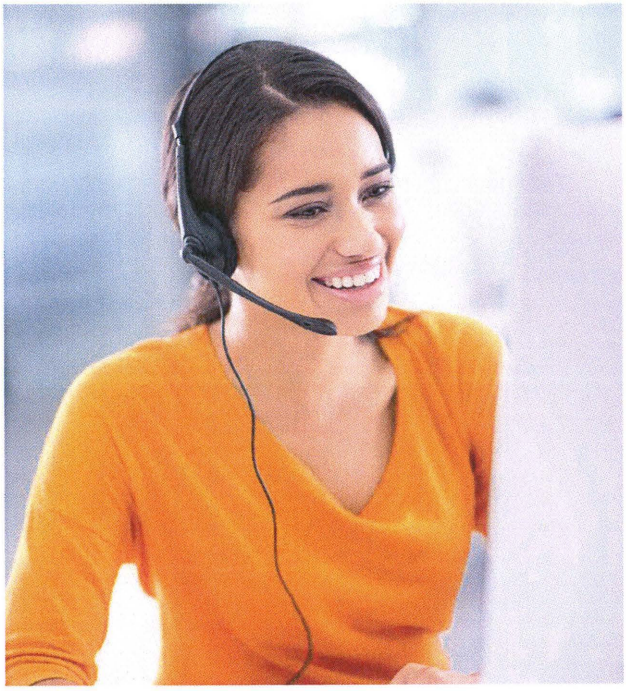
As a trusted third-party administrator, we specialize in offering seamless claims management solutions that cut claims costs and effectively manage losses.

Our business

- We coordinate loss control services, helping ensure your business is protected against risks
- General liability and auto claims handling to swiftly manage and resolve any issues that arise
- Medical bill review, to give you peace of mind and ensure accurate and fair billing practices
- Workers' compensation claims handling, providing support and guidance throughout the process

Our delivery

- Tailored action plan for each loss
- Dedicated claims handlers for personalized support
- Service aligned with your expectations
- Customized billing and reporting, providing clear and concise financial insights
- Quick responses to your questions
- Strong partnership to help mitigate losses and protect your business interests



Confidence in every claim

We believe real conversations lead the way to understanding your needs and building trust. Our approach to claims management starts with open dialogue, where we work side by side with you to overcome challenges, identify solutions, and connect you with the right experts to quickly resolve losses. And because we know that every customer is unique, we tailor our services to fit your specific needs.

Management information reports and systems

Instant access to real-time claims data, tailored reports, and secure storage for peace of mind.

Cost-effective solutions

Budget-friendly services that provide comprehensive coverages without the hefty price tag.

Expert claim management

Ensure minimal business disruption with swift, customized service, including a three-point contact within 24 hours of a claim. Our team also consults with trusted defense attorneys for enhanced efficiency.

Medical management

We provide tailored medical management services including case management, rehabilitation, preferred provider organizations, and return-to-work consultations.

Responsive support

We adapt to changing needs so we can provide reliable support when you need it most.

Reputation for excellence

Backed by EMC Insurance, EMC Claims Solutions is known for putting its customers first.

Additional insurance coverage

We understand some customers may require additional insurance coverage beyond self-insurance or large deductibles. We'll work with your insurance agent to address those needs. Whether it's workers' compensation, general liability, property, umbrella, excess, or errors and omissions coverage, we're here to help.

Why choose EMC Claims Solutions?

When you choose EMC Claims Solutions, you're not just choosing a third-party administrator. You're choosing a team of experts capable of providing you with the best claims managements services. Committed collaborators who take the time to get to know you and your business. And a partner dedicated to helping you thrive.

Talk to your independent agent or visit emcinsurance.com/claims-solutions to learn more.

---

emc INSURANCE

717 Mulberry Street
Des Moines, IA 50309

515-345-4532,
800-741-5302

emcinsurance.com/claims-solutions

Trusted Choice®

EMC Claims Solutions operates under EMC Risk Services LLC.

©Employers Mutual Casualty Company 2024. All rights reserved. MK0605 (4-24)

count on EMC INSURANCE

Facility Planning and Material Handling

EMC can help you strategically locate tools, equipment and storage to maximize space, minimize waste and promote safety.

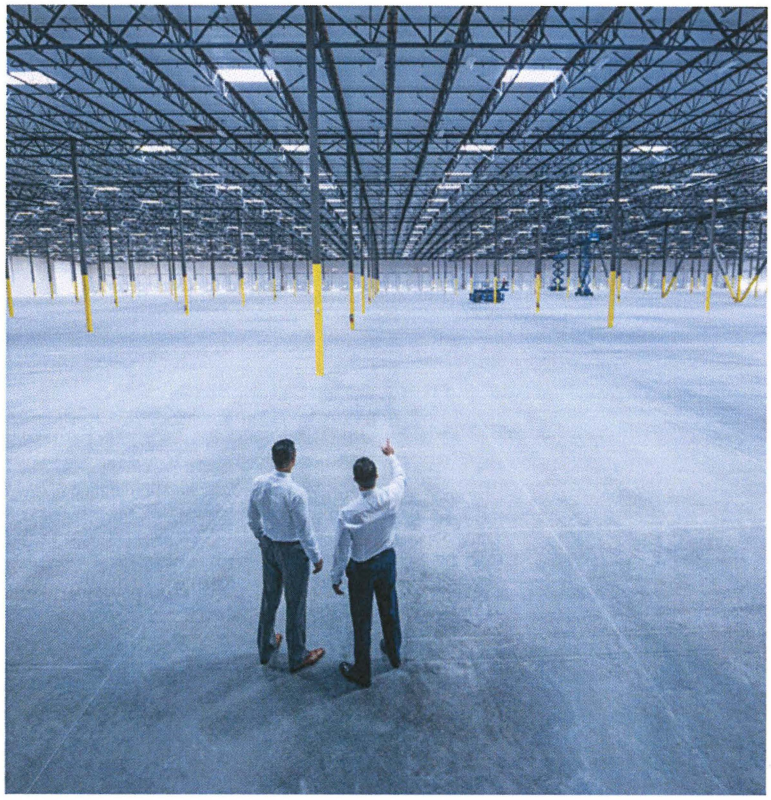
Unnecessarily transporting materials and equipment not only wastes time and effort, but creates the opportunity for injury. A well-designed facility can help prevent this and make your organization more efficient and productive while reducing employee injuries associated with material handling.

WHAT SLOWS DOWN YOUR PRODUCTIVITY?

- Confined storage areas
- Crowded aisles
- Inefficient material flow
- Overly tight machine layout

SAMPLE FACILITY PLANNING QUESTIONS

- How many storage racks can we fit in the new warehouse we're building?
- How should we rearrange our current equipment to best accommodate a newly-acquired punch press?
- We're planning a new building addition. Before we call a contractor, how can we most effectively use the new space?



EMC'S EASY FACILITY PLANNING PROCESS

- EMC assesses your current layout and challenges
- Using computer-aided design (CAD) software, consultants propose the best layout
- Layout is revised with your input

Contact EMC Today

EMC loss control representatives are ready to help you with facility planning or material handling. Contact your independent insurance agent, local EMC loss control representative or email losscontrol@emcins.com.

emcins.com

©Copyright Employers Mutual Casualty Company 2021. All rights reserved. RI8352 (11-21)

TAB

E

REFERENCES FORM

Provide specific references for at least five (5) customers (preferably public entities), including customers served, with specific types of insurance provided. They should be of similar sizes, complexity and magnitude to the City. Additional references maybe provided by attachment:

Proposer: Tatum Brown

Organization: _____
Address: _____
Contact: _____ Phone Number: _____
Insurance Service Provided: _____

Organization: _____
Address: _____
Contact: _____ Phone Number: _____
Insurance Service Provided: _____

Organization: _____
Address: _____
Contact: _____ Phone Number: _____
Insurance Service Provided: _____

Organization: _____
Address: _____
Contact: _____ Phone Number: _____
Insurance Service Provided: _____

Organization: _____
Address: _____
Contact: _____ Phone Number: _____
Insurance Service Provided: _____

TAB

F

CITY OF OXFORD
INSURANCE REVIEW

Date	Description	Premium	Rate
Nov 7 2016	Property Schedule $30,599,764	$49,572	$1.62
	-Increased Earthquake to $10M	$2311	
	-Added Missing Property		
	-5 water tanks =$4,900,000		
	-Columbarium = $1,000,000		
	-Cemetary Shed = $38,000		
	-Skipworth Cottage =$38,000		
	-City Pool House=$75,000		
	-Auxillary Bldg =$120,000		
	-Totaling $36,933,764	$60,312	$1.63
	-Delete Fire Stations 1 and 2		
	-Add Fire Station Mcelroy Dr=$1,000,000		
Nov 7, 2017	Property schedule $41,648,718	$65,691	$1.57
Nov 7, 2018	Property Schedule $41,648,718	$67,447	$1.61
	-Add Hawaka Bldg $1,456,088		
	-Add Activity Center $5,900,000+250,000		
	-Add Parking Garage $10,000,000		
	Final Property Schedule $59,364,806	$95,964	$1.61
Nov 7, 2019	Property Schedule $59,364,806	$96,418	$1.62
	-Add Parking Meters & Kisk $419,000		
	-Increase OUT Bus Shop $1,105,000		
	-Add Water Tank $3,000,000		
Nov 7, 2020	Property Schedule $62,907,306	$103,153	$1.63
Nov 7, 2021	Property Schedule $63,707,306	$104,363	$1.63
	-Add Fire Station on Buddy East $800,000		
Nov 7, 2022	Property Schedule $69,583,023	$113,404	$1.62
Nov 7, 2023	Property Schedule $113,387,138	$186,405	$1.64
	Deductible Increase $25,000 AOP		
	Wind and Hail Deductible Increase $50,000		
	Property Coverage Increase $43,804,115		
Nov 7, 2024	Property Schedule $121,408,745	$251,431	$2.07
	No Change in Deductible		
	110% Margin Clause in Blanket Schedule		

Brown Insurance Agency
P.O. Box 906
Oxford, MS 38655
662-234-2941

TAB

G

PROPOSALS FORM FOR CITY OF OXFORD

THE CITY OF
OXFORD

Name of Firm Submitting Proposals **R.L. Brown Insurance Agency**

Name of Person Submitting Proposals **Tatum Brown**

PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Vendor proposes and agrees, if this submission is accepted, to contract with the City of Oxford to furnish all necessary materials, equipment, labor and services necessary to complete the work covered by the RFP and Contract Documents for this Project. The Vendor agrees to accept in full compensation for each item the prices named in the schedules incorporated herein."

Signature

10/10/2024
Date

#2024-015
RFP Number

[_] Check if exception(s) or deviation(s) to Specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

This document must be completed and returned with your Submittal

PROPOSER'S CERTIFICATION

Submit To: City of Oxford 107 Courthouse Square Oxford, MS 38655	CITY OF OXFORD REQUEST FOR QUALIFICATON (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT

DUE DATE: 10/10/2024	**DUE TIME: 11:00AM**	**RFP # 2024-0015**

TITLE: Property and Casualty Insurance Program

VENDOR NAME: Tatum Brown	**PHONE NUMBER: 662-234-2941**
VENDOR MAILING ADDRESS: P.O. Box 906	**FAX NUMBER: 662-236-3908**
CITY/STATE/ZIP: Oxford, MS 38655	**E-MAIL ADDRESS: tatum.brown@browninsurance.biz**

"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose."

_____ Addendum # _____ Addendum # _____ Addendum # _____ Addendum # _____ Addendum #

"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for "CITY", respondent agrees that if this RFP is accepted, the respondent will convey, sell, assign, or transfer to the City of Oxford all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the CITY. At the City of Oxford discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."

Tatum Brown
Authorized Agent Name, Title (Print)

Authorized Signature

Date 10/10/24

This form must be completed and returned with your Submittal

QUALIFICATIONS SUMMARY CITY OF OXFORD

REQUEST FOR PROPOSALS PROPERTY AND CASUALTY INSURANCE RFP NO. 2024-015

1. Agent/Broker Name: **Tatum Brown**
2. Agency or Firm Name: **R.L. Brown Insurance Agency, Inc.**
3. Address: **1328 N. Lamar Blvd, Oxford MS 38655**
4. Email: **tatum.brown@browninsurance.biz**
5. Telephone: **662-234-2941**
6. Number of Years in Business: **22 years**
7. Number of Public Entities Served: **22 Years**
8. Number of Municipalities Served in Mississippi: **City of Oxford and Lafayette County 20+ years**
9. What is your Mississippi Premium Volume? _____
10. Do you have experience in placing property coverage for similar sized entities? If yes, please list the name(s) of the entities/municipalities and type of insurance provided.

Yes, I have other customers with similar property schedules like The City of Oxford. I am very involved in the MS Market in order to provide a quote from companies willing to write a property schedule this size. It is Very important to stay involved in the industry market to know what companies are competitive for These schedules.

11. List key personnel who will be assigned to the City's account, including name, licenses held and years of experience in servicing public entity accounts. Attach additional sheet if necessary.

I, Tatum Brown, will personally service the City's Insurance. I am local and can be in City Hall or any Location I am needed. I have provided my cell phone for anyone who needs to get in touch with me.

I have been the agent for the City of Oxford's Property policy for the last 20+ years.

Additional Comments:

HOLD HARMLESS AGREEMENT

The Consultant agrees to hold the City of Oxford harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use of property arising out of or resulting, in whole or in part, from a negligent act or omission or willful misconduct of consultant or its employees, Subcontractors, agents or representatives.

The Consultant shall purchase and maintain workers' compensation insurance for all workers' compensation insurance and employers' liability.

The Consultant shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the City representative requesting the service.

By signature upon this form the Consultant stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Tatum Brown
Consultant-Print Name

Signature

City of Oxford Property Insurance
Project Name

10/10/2024
Date

The effective date of this Hold Harmless Agreement shall be for the duration of this project.

This document must be completed and returned with your Submittal

Conflict of Interest Disclosure Form

I HEREBY CERTIFY that

2. I *(printed name)* ***Tatum Brown*** am the *(title)* ***Insurance Agent*** and the duly authorized representative of the firm of *(Firm Name)* **R.L. Brown Insurance Agency Inc.** whose address is **1328 N Lamar Blvd, Oxford MS 38655** ~~, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting~~; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This bid Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid Proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: **Tatum Brown**

Firm Name: **R.L. Brown Insurance Agency Inc.**

Date: 10.09.2024

State of **MIssissippi**

County of **Lafayette**

Sworn to and subscribed before me this 9 day of October 2024

Personally Known _____
OR Produced Identification _____, Type of Identification _____

My Commission Expires 12/22/28

KRISLEE CHOUCCOLI
COMMISSION EXPIRES 12-22-2028
NOTARY PUBLIC
ID 168740
LAFAYETTE COUNTY
STATE OF MISSISSIPPI

Krislee Chouccoli
(Printed, typed or stamped commissioned name of notary)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSALS PACKAGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/09/2024

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

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

PRODUCER
Brown Insurance Agency
1328 North Lamar Blvd
P.O. Box 906
Oxford MS 38655

CONTACT NAME: Tatum Brown
PHONE (A/C, No, Ext): (662) 234-2941 **FAX (A/C, No):** (662) 236-3908
E-MAIL ADDRESS: tatum.brown@browninsurance.biz

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	TRAVELERS CASUALTY INSURANCE COMPANY OF	19046
INSURER B :	TRAVELERS PROPERTY AND CASUALTY COMPANY	25674
INSURER C :	TRAVELERS CASUALTY AND SURETY COMPANY	19038
INSURER D :	Swiss Re Corporate Solutions America Insurance	
INSURER E :		
INSURER F :		

INSURED
R L Brown Insurance Agency Inc
1328 North Lamar Blvd
Oxford MS 38655

COVERAGES **CERTIFICATE NUMBER:** CL2410908745 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	6806T971511	08/11/2024	08/11/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	CUP6T972114	08/11/2024	08/11/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB6T97134A	08/01/2024	08/01/2025	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
D	Errors and Omissions			WED4MS007036118	06/21/2024	06/21/2025	General Aggregate Each Occurrence	$4,000,000 $2,000,000

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

CERTIFICATE HOLDER
City of Oxford
107 Courthouse Square
Oxford MS 38655

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

OXFORD
GENERAL
GOVERNMENT

MEMORANDUM

To: Board of Aldermen

From: Mark Levy, PLA

CC: Bart Robinson, PE

Date: October 15, 2024

Re: Consider proposal from Demolition Specialist, LLC for a hazardous material survey for City Hall

Prior to finalizing design documents and specifications for Oxford City Hall, the architects at Howorth and Associates are requesting a hazardous material survey for the areas to be renovated. Federal law requires all building built constructed before 1980 to be surveyed prior to demolition. The professional services agreement with Demolition Specialist, LLC, including a detailed testing report, is $1,250.00

Staff recommends approval of the hazardous material proposal from Demolition Specialists.

Enclosures (1)

Demolition Specialist, LLC
P.O. Box 103
Taylor, MS 38673
dsofoxford@gmail.com

Estimate

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

ESTIMATE # 1192
DATE 10/07/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/10/2024	**Asbestos Inspection**	Hazardous Material Inspection of the Oxford City Hall, Oxford, MS	1	1,250.00	1,250.00

TOTAL **$1,250.00**

Accepted By

Accepted Date

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Aldermen

From: John Crawley, City Engineer

CC: Bart Robinson, P.E., COO/ Hollis Green, Director, Development Services
Rob Neely, P.E., General Manager, Oxford Utilities

Date: October 15, 2024

Re: Accept Sanitary Sewer Lift Station No. 2 in Old Oaks Subdivision
Lafayette County, MS

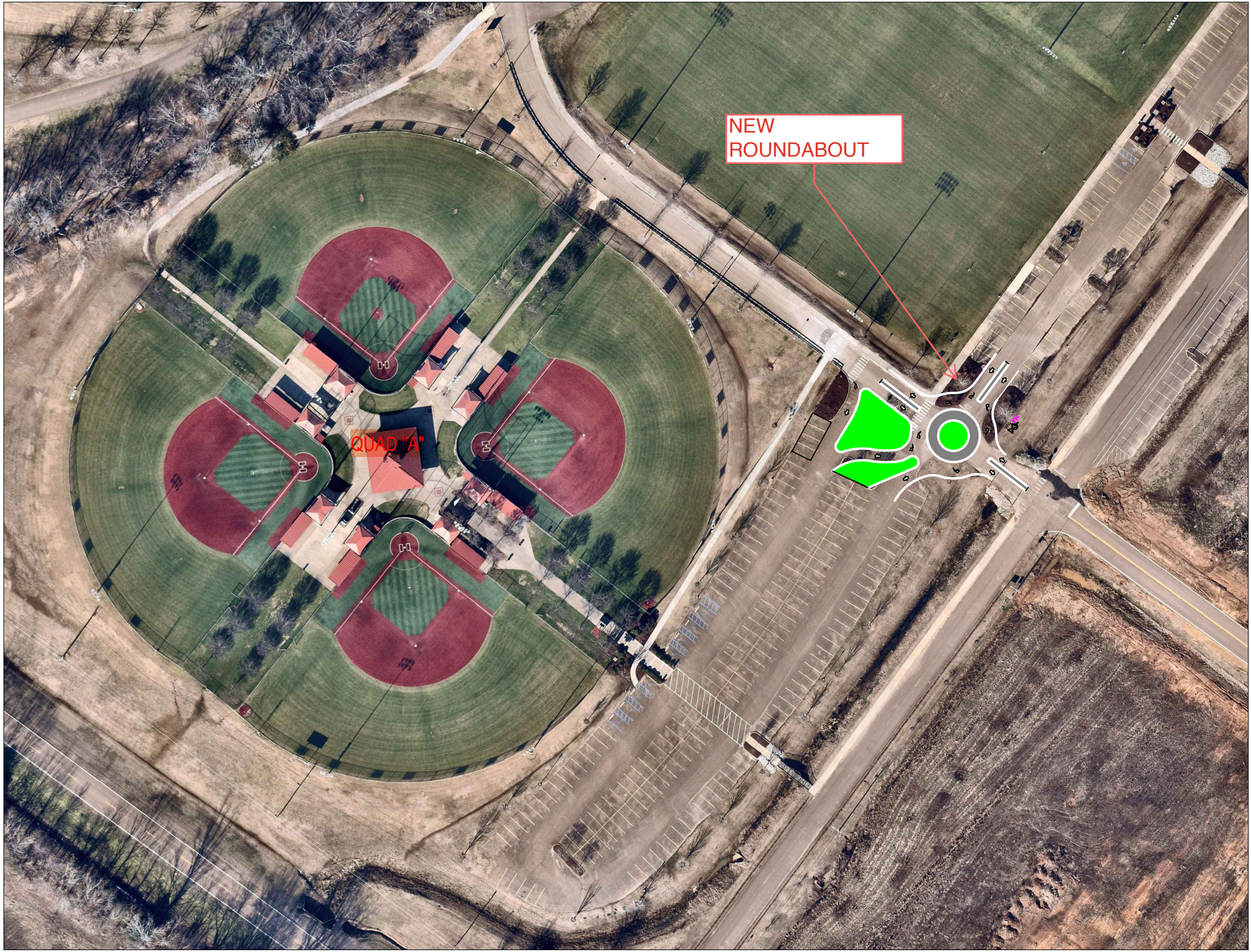
Engineering recommends the city accept ownership and maintenance of Lift Station No. 2 in the Old Oaks Subdivision in Lafayette County. The facility has been inspected and tested by Oxford Utilities personnel to ensure conformance with the standard regulations and specifications.

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To:	Board of Aldermen
From:	John Crawley, City Engineer
CC:	Bart Robinson, P.E., COO/ Hollis Green, Director, Development Services Brad Freeman, Director of mTrade Park
Date:	October 15, 2024
Re:	Request Permission to Advertise for Bids for: New Roundabout at mTtrade Park

Engineering requests permission to advertise for bids for the above-captioned project. This project intends to construct a new roundabout as shown on the attached document.


NEW
ROUNDABOUT
QUAD "A"

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To:	Board of Aldermen
From:	John Crawley, City Engineer
CC:	Bart Robinson, P.E., COO/ Hollis Green, Director, Development Services Rob Neely, P.E., General Manager, Oxford Utilities
Date:	October 15, 2024
Re:	Request Permission to Advertise for Bids for: Pedestrian Signal Improvements at Bramlett Boulevard and University Avenue

Engineering requests permission to advertise for bids for the above-captioned project. This project is intended to improve safety for pedestrian movements through this intersection.

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To:	Board of Aldermen
From:	John Crawley, City Engineer
CC:	Bart Robinson, P.E., COO/ Hollis Green, Director, Development Services Rob Neely, P.E., General Manager, Oxford Utilities
Date:	October 15, 2024
Re:	Request Permission to Reject the Bid of Brenntag for the Seaquest Water Treatment Chemical and Accept Bid of Aqua Smart

On behalf of Oxford Utilities, Engineering requests permission to reject the bid of Brenntag for the Seaquest water treatment chemical and accept the bid by Aqua Smart. While the apparent low bidder for Item #9 was Brenntag for $3,298.00, per 330-gallon tote, upon request, the material specifications for this item failed to meet the city's specifications. Therefore, Engineering requests the Brenntag bid be rejected, and the next lowest bidder, Aqua Smart, at $5,990.35, per 330-gallon tote, be accepted. Please refer to the attached bid tabulation sheet as part of the 2024-2025 Material Bids received on September 19th, 2024.

WATER AND WASTEWATER TREATMENT CHEMICAL

				AQUA SMART		WOFFORD		BRENNTAG	
ITEM	DESCRIPTION	PROPOSED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	150 LB. CHORLINE GAS CYLINDERS	30	EACH					$176.00	
2	1 TON CHORLINE GAS CYLINERS	12	EACH					$1,740.00	
3	SODIUM FLUORIDE	20,000.00	LBS.					$2.37	
4	1 TON SULFUR DIOXIDE GAS CYLINDER	12	EACH					$1,498.00	
5	SULFUR DIOXIDE GAS 150LB	4	EACH					$279.00	
	CYLINDERS								
6	HYDRATED LIME	100,000.00	LBS.					$0.30	
7	AUA-MAG	1,300	GAL			19.85		NO BID	
8	HYDROFLUOROSILICIC ACID	15	GAL/lb					3.87 TOTE	
								4.52 DRUM	
9	Seaquest (330 gallon tote)	1	EACH	5990.350				$ 3,298.00	

* Harcros aua-mag comes in a 630 lb. drum

				UNIVARKENT		AMERIMAC CHEMICAL	
ITEM	DESCRIPTION	PROPOSED QUANTITY	UNIT				
1	150 LB. CHORLINE GAS CYLINDERS	30	EACH			400.200	
2	1 TON CHORLINE GAS CYLINERS	12	EACH			5322.660	
3	SODIUM FLUORIDE	20,000.00	LBS.	1.690		200.000	
4	1 TON SULFUR DIOXIDE GAS CYLINDER	12	EACH			2140.000	
5	SULFUR DIOXIDE GAS 150LB	4	EACH			207.000	
	CYLINDERS						
6	HYDRATED LIME	100,000.00	LBS.	0.470		41250.000	
7	AUA-MAG	1,300	GAL				
8	HYDROFLUOROSILICIC ACID	15	GAL/lb	7.500			

* Harcros aua-mag comes in a 630 lb. drum

9	Seaquest (330 gallon tote)	1	EACH			41250	

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Aldermen

From: John Crawley, City Engineer

CC: Bart Robinson, P.E., COO/ Hollis Green, Director, Development Services

Date: October 15, 2024

Re: Request Permission to Implement Traffic Calming Measures:
Curb Bulb-outs on Hathorn Road

Engineering requests permission to begin the installation of curb bulb-out traffic calming devices on Hathorn Road in the area of the sharp curve adjacent to Campus Walk and North Ridge Condos. In late 2023, Engineering performed a speed study at the request of citizens in the area and determined that the 85th percentile speed was found to be 31 mph entering and exiting the curve. Since there were no speed limit signs in the area, the Street Department installed flashing 20 mph speed limit signs on both approaches to the curve and requested increased enforcement in the area by the Oxford Police Department. A subsequent speed study of the area revealed an 85th percentile speed of 30 mph still being observed in the area. Due to the large amount of pedestrian traffic crossing the roadway in this area, Engineering feels there is a need to implement this change as soon as possible. Please see the attached map.

OXFORD
ENGINEERING
DEPARTMENT

JOHN CRAWLEY, P.E.
107 COURTHOUSE SQUARE
OXFORD, MS 38655
662-232-2306

Two-Lane Curb Chokers
HATHORN ROAD

REVISIONS:

DATE:
05/16/2024

DRAWN BY:
JDC

SHEET NO.
1

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Aldermen

From: John Crawley, City Engineer

CC: Bart Robinson, P.E., COO/ Hollis Green, Director, Development Services
Rob Neely, P.E., General Manager, Oxford Utilities

Date: October 15, 2024

Re: Request the Approval of Change Order No. 1 for the Thacker Heights Subdivision Water Improvements Project

---

Engineering recommends approval of Change Order No. 1 for the above-captioned project. This change order would add **$36,040.00** to the contract. This is needed due to soils encountered within this project that are not suitable for backfill of the new water mains.

CHANGE ORDER NO.: 1 & FINAL

Owner:	City of Oxford	Owner's Project No.:	None
Engineer:	Daniels & Associates, Inc.	Engineer's Project No.:	None
Contractor:	Eubank Construction Co., Inc.	Contractor's Project No.:	
Project:			
Contract Name:	Water Distribution Extension / Thacker Heights Subdivision		
Date Issued:	October 3, 2024	Effective Date of Change Order:	October 15, 2024

The Contract is modified as follows upon execution of this Change Order: *Adjust contract quantities for select backfill and excess excavation.*

Description: *A substantial amount of wet heavy clay soil was encountered during trench excavation that was not suitable for compaction back into the trench under the streets.*

Attachments: *Sheet CO-1 recapping item quantities added and deleted.*

Change in Contract Price	Change in Contract Times
Original Contract Price: $ 1,744,010.00	Original Contract Times: Substantial Completion: 135 days (12/24/2024) Ready for final payment: 140 days (12/29/2024)
~~[Increase] [Decrease]~~ from previously approved Change Orders No. 0 to No. 0: $ 0.00	~~[Increase] [Decrease]~~ from previously approved Change Orders No. 0 to No. 0 : Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price prior to this Change Order: $ 1,744,010.00	Contract Times prior to this Change Order: Substantial Completion: 135 days (12/24/2024) Ready for final payment: 140 days (12/29/2024)
[Increase] ~~[Decrease]~~ this Change Order: $ 36,040.00	~~[Increase] [Decrease]~~ this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: $ 1,780,050.00	Contract Times with all approved Change Orders: Substantial Completion: 135 days (12/24/2024) Ready for final payment: 140 days (12/29/2024)

	Recommended by Engineer (if required)	Accepted by Contractor
By:	David Daniels	Alan Thompson
Title:	David Daniels, PE	Alan Thompson, President
Date:	10-3-2024	10/4/24
	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.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies and American Society of Civil Engineers. All rights reserved.

CITY OF OXFORD
WATER DISTRIBUTION IMPROVEMENTS
THACKER HEIGHTS SUBDIVISION
CHANGE ORDER NO. 1
OCTOBER 15, 2024

Additions

Item No.	Item	Quantity	Unit	Unit Price	Amount
41	Select Backfill	680.0	C.Y.	$35.00	$23,800.00
42	Excess Excavation	680.0	C.Y.	18.00	12,240.00
	Total Additions				$36,040.00

OXFORD
HUMAN RESOURCES

MEMORANDUM

To: Board of Aldermen
Thru: Braxton Tullos, Human Resources Director
From: Mike Watts, Judge, Municipal Court
Date: October 1, 2024
Re: Request Approval of Public Defender Assistance

The City of Oxford's Municipal Court requests approval from the Mayor and Board of Aldermen to allow **Julia Nelson,** an Associate Attorney for Warren Smith, to assist Warren in Public Defender duties.

I recommend approval.

THE CITY OF
OXFORD

City of Oxford
Board of Aldermen
Regular Meeting-BOA
November 5, 2024, 5:00 pm - 7:00 pm
City Hall Courtroom

DOCUMENTS

Table of Contents

Cover Page

Table of Contents

Signed_approved_minutes_11052024

OCC- surplus

B-G- surplus

EMA- 1EMSOF Contract -002-

EMA- Memo re EMSOF Grant Award

Eng- Hazard Mitigation Grant

OU- water sewer bill adjustments

City Clerk- Authorized Signers list for bank

OPD- taxi- G. Johnson

OPD- taxi- N. Carter

City Shop- travel_rev

Env Svcs- Request permission to advertise for reverse auction bids for ASL Loader

OPD- Kappa Alpha Parents Club Parade Permit

OPD- Parade Permit - Square Lighitng 2024

OPD- 2024 christmas parade permit 01

HR- Medical Insurance Rates - 2025

MOU_SB2468

Dev Svcs Bldg- ICC Letter of Agreement

Dev Svcs Planning- Case -2990 MBoA

Dev Svcs Planning- Case 3150 MBoA

Case -3119 MBoA

Dev Svcs Planning- Case 464 Appeal MBoA

Eng- RH-Design Build

Eng- ICM at OMS

Eng- Oden-Hardy

Eng- release bond Villa West

Eng- Change Order No 1- SR-7

Eng- Change Order No 3- Oxford Square Downtown Detention

Eng- bids- College Hill Lift Station Imp

Eng- Request to Terminate MCWI Projects

Table of Contents (cont.)

Eng- Memo - Request to Close South 11th Steet Tyler Avenue on November 25th and November 26th ...

GenGovt- Rename section of College Hill Rd

Signed_UM_Easement_11052024

GenGovt- Change Order 1- Pool

GenGovt- Change Order 2- Pool

GenGovt- Pics of Spray Deck Coating

GenGovt- Discuss Change Order -2 for Spray Deck Coating for the Swimming Pool Renovation

GenGovt- Change Order 2 for Acoustics and Specialties- OPD Enterprise Center

GenGovt- Easement from UM

MINUTES

City of Oxford
Board of Aldermen
Regular Meeting-BOA
Tuesday, November 5, 2024, 5:00 pm - 7:00 pm
City Hall Courtroom

THE CITY OF OXFORD

1. 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, November 5, 2024 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

   Mayo Mallette, PLLC- Of Counsel
   Ashley Atkinson- City Clerk
   Bart Robinson- 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
   Hollis Green- Director of Development Services
   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.

2. Adopt the agenda for the meeting.

   It was moved by Alderman Bailey, seconded by Alderman Hyneman to adopt the agenda for the meeting with the addition of items 6c(xii), 6d(iii), 18, and a change to item 34. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

3. Mayor's Report

4. Authorize the approval of the minutes of the Regular Meeting on October 15, 2024. (Ashley Atkinson)

   It was moved by Alderman Howell-Atkinson, seconded by Alderman Bailey to approve the minutes of the Regular Meeting on October 15, 2024. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

5. Authorize the approval of 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 133838-134036 and ACHs 161-166, Water & Sewer claims numbered 39527-39568 and ACHs 210-211, Trust & Agency claims numbered 51674-51750 and ACHs 101-107, Metro Narcotics claims numbered 9127-9133 and ACHs 46-48, a Bond & Interest claim numbered 7016,

and OPC Activity claims numbered 3726-3743, and totaling $3,883,249.03. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6. Consider the consent agenda:

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

a. Fixed Assets Management:

i. Request permission to declare a Shure SLX4 wireless microphone with SN 1LG2037407-02 and asset tag 1116, a Shure SLX4 wireless microphone with SN 1LG2037401-03 and asset tag 1117, a Shure SLX4 wireless microphone with SN 1LG2037440-01 and asset tag 1118, a Shure SLX4 wireless microphone with SN 1LG2469291-01 and asset tag 1119, and a Shure SLX4 wireless microphone with SN 1LG2037428-01 and asset tag 1120 surplus in the Oxford Conference Center department and authorize their disposal. (Micah Quinn)

ii. Request permission to declare a green Kawasaki Mule with VIN KAF62C163B and asset tag 3332 surplus in the Buildings & Grounds Department and authorize its disposal. (Greg Pinion)

b. Grants:

i. Request permission to accept a 2024 EMSOF Grant from the MS State Department of Health in the amount of $15,499.00, with no match required. (Shane Fortner)

ii. Request permission to apply for a Firehouse Subs Grant in the amount of $45,000.00, with no match required. (Joey Gardner)

iii. Request permission to accept Hazard Mitigation Grant No. 4697-0007 from FEMA for the installation of emergency generators at the Industrial Park Well and Industrial Park Water Treatment Plant/ Elevated Tank Sites. The approved Total Project Cost is $127,530.70, with 75% Federal Share of $95,648.02 and 25% Local (City of Oxford) Share of $31,882.67. (John Crawley)

c. Human Resources:

i. Request permission to hire Hunter Dillion Cates as a full-time Grant Training Director with an annual salary of $68,598.40, Sarah-Jane Rowley as a full-time Grant Training Officer with an annual salary of $66,040.00, Zachary Hatcher as a full-time Patrol Officer with an annual salary of $52,531.65, and Cole Dungan as a full-time Patrol Officer with an annual salary of $52,531.65 in the Oxford Police Department. (Braxton Tullos)

ii. Request permission to promote one Communications Officer, JaKendra Milliner, from part-time to full-time in the Oxford Police Department with a new annual salary of $37,575.24. (Braxton Tullos)

iii. Request permission to hire Jack Phelan as a part-time Facilities Worker at the Oxford Conference Center with a rate of $12.00/hour. (Braxton Tullos)

iv. Request approval of a promotion for Alexander Abadie, who is a part-time Facilities Worker at the Oxford Conference Center. The promotion increases his rate of pay from $12.00/hour to $15.00/hour. (Braxton Tullos)

v. Request permission to hire Conor Klow as a full-time Water/ Wastewater Technician I in the Oxford Utilities Department, Water & Sewer Division with an annual salary of $39,910.56. (Braxton Tullos)

vi. Request approval of a step increase for Scott Allen in the Development Services- Building Department. His new annual salary with the step increase is $63,654.00. (Braxton Tullos)

vii. Request approval of the resignation of nine part-time Concession Stand Workers- Kelly Brady, Javeeair Gillard, Jatyus Gillard, Emily Hayward, Hailey Lott, William Mott, Rachel Robinson, Paul Shipman, and Nathan Stinson- at mTrade Park. (Braxton Tullos)

viii. Request permission to hire Eli Burdette as a part-time Concession Stand Worker at mTrade Park with a rate of $9.25/hour. (Braxton Tullos)

ix. Request permission to hire Nicholas Whitfield as a full-time Building Inspector in the Development Services- Building Department with an annual salary of $43,000.00. (Braxton Tullos)

x. Request permission to hire Lacy Horton as a full-time Animal Care Technician in the Oxford Animal Resource Center Department with an annual salary of $35,568.00. (Braxton Tullos)

xi. Request permission to approve unpaid volunteers for the Oxford Animal Resource Center. (Kelli Briscoe)

xii. Request approval of a step increase for William "Garett" Black in the Development Services- Building Department. His new annual salary with the step increase is $52,907.40. (Braxton Tullos)

d. Miscellaneous:

i. Request approval of water and/or sewer adjustments in accordance with the Oxford Utilities Leak Adjustment Policy. (Rob Neely)

ii. Request permission to accept donations on behalf of the Oxford ARC. (Kelli Briscoe)

iii. Approval of updated list of authorized signers for City of Oxford bank accounts and CDs. (Ashley Atkinson)

iv. Request permission to approve Garrett Johnson as a taxi owner and driver for Taxi Cart LLC. (Jeff McCutchen/ David Sabin)

v. Request permission to approve Nicholas Carter as a taxi driver for Oxford Pedicab Company. (Jeff McCutchen/ David Sabin)

e. Travel Requests:

i. Request permission for two employees to attend FBI Crime Scene Management and Investigation training on November 18- 22, 2024, in Clarksdale, MS, at no cost to the City. (Jeff McCutchen)

ii. Request permission for two employees to attend an Orientation Course for E-Telecommunications on November 18- 19, 2024, in Canton, MS, at an estimated cost of $628.00 ($220.00 lodging, $68.00 per diem). (Jeff McCutchen)

iii. Request permission for one employee to attend SSGT VanGuard Level 1 and Level 2 training on April 4- 11, 2025, and April 14- 15, 2025, in Pearl, MS, at an estimated cost of $2,680.00 ($1,600.00 registration, $400.00 lodging, $68.00 per diem). (Jeff McCutchen)

iv. Request permission for three employees to attend Teach Traffic Stops on November 17-19, 2024, in Pearl, MS, at no cost to the City. (Jeff McCutchen)

v. Request permission for two employees to attend Taser Instructor training on November 18, 2024, in Pearl, MS, at no cost to the City. (Jeff McCutchen)

vi. Request permission for one employee in the Oxford Fire Department to attend a Fire Tactics Class on December 8- 14, 2024, in Pensacola, FL, at an estimated cost of $100.00. (Joey Gardner)

vii. Request permission for two Oxford University Transit employees to attend the 2024 MPTA Annual Conference on November 12- 15, 2024, in Natchez, MS. The estimated cost to the City will be $58.00, with the remainder of the costs being covered by an RTAP Scholarship through MDOT. (Donna Zampella)

viii. Request permission for two employees in the City Shop Department to attend Hale Pump Training Classes on February 4- 6, 2025 at the Montgomery County Fire Academy in Ocala, FL, at an estimated cost of $2,038.00. (Lynwood Jones)

7. Announce a vacancy on the Mayor's Commission for Disability Issues.

   The Mayor announced a vacancy on the Mayor's Commission for Disability Issues. Interested citizens may submit a resume' and brief introduction letter to the Mayor's Office.

8. Request permission to advertise for reverse auction bids for an Automated Side Load Refuse Truck and a Loader for the Environmental Services Department. (Amberlyn Liles)

   It was moved by Alderman Bailey, seconded by Alderman Huelse to advertise for reverse auction bids for an Automated Side Load Refuse Truck and a Loader for the Environmental Services Department. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

9. Request permission to approve a Parade/ Assembly Permit for the Kappa Alpha Parents Club to host a Parents' Weekend Event on November 16, 2024, from 5:00- 9:00pm. (Jeff McCutchen)

   It was moved by Alderman Taylor, seconded by Alderman Hyneman to approve a Parade/Assembly Permit for the Kappa Alpha Parents Club to host a Parents' Weekend Event on November 16, 2024 from 5:00-9:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

10. Request permission to approve a Parade/ Assembly Permit for Visit Oxford to host the Square Holiday Lighting Event on November 7, 2024. (Jeff McCutchen)

    It was moved by Alderman Huelse, seconded by Alderman Crowe to approve a Parade/Assembly Permit for Visit Oxford to host the Square Holiday Lighting Event on November 7, 2024. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

11. Request permission to approve a Parade/ Assembly Permit for Stronger Together Oxford to host the Oxford Christmas Parade on Monday, December 2, 2024 from 6:30pm- 8:00pm. (Jeff McCutchen)

    It was moved by Alderman Crowe, seconded by Alderman Howell-Atkinson to approve a Parade/Assembly Permit for Stronger Together Oxford to host the Oxford Christmas Parade on Monday, December 2, 2024 from 6:30pm-8:30pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

    Alderman Addy arrived via Microsoft Teams.

12. Consider a request from Goose Creek to shoot fireworks on Saturday, November 16, 2024, between 8:30pm and 9:00pm. (Jeff McCutchen)

    It was moved by Alderman Taylor, seconded by Alderman Hyneman to approve a request from Goose Creek to shoot fireworks on Saturday, November 16, 2024, between 8:30pm and 9:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

13. Request approval of the 2025 health insurance rates. (Braxton Tullos)

    It was moved by Alderman Bailey, seconded by Alderman Huelse to approve the 2025 health insurance rates, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

14. Request permission to approve and authorize the Mayor to sign an MOU with the MS Department of Finance and Administration for the receipt of funding from SB2468. (Ashley Atkinson)

    It was moved by Alderman Bailey, seconded by Alderman Huelse to approve and authorize the Mayor to sign an MOU with the MS Department of Finance and Administration for the receipt of funding from SB2468. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

15. Request permission to approve and authorize the Mayor to sign a Letter of Agreement with the International Code Council (ICC) to teach the 2024 PMG Significant Changes Seminars on November 21, 2024, at the Oxford Conference Center at an estimated cost of $2,310.00. (Johnathan Mizell)

    It was moved by Alderman Huelse, seconded by Alderman Hyneman to approve and authorize the Mayor to sign a Letter of Agreement with the International Code Council (ICC) to teach the 2024 PMG Significant Changes Seminars on November 21, 2024, at the Oxford Conference Center at an estimated cost of $2,310.00. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

16. Request approval for Preliminary & Final Plat Approval for Case #2990, Larry McAlexander, for 'Highway 6 West Properties, Phase 2', for property located at Highway 6 and Howell Loop (PPIN #7686). (Robert Baxter)

    It was moved by Alderman Taylor, seconded by Alderman Hyneman to approve, with conditions as noted, a Preliminary & Final Plat for Case #2990, Larry McAlexander, for "Highway 6 West Properties, Phase 2", for property located at Highway 6 and Howell Loop, being further identified as PPIN 7686. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

17. Request approval for Preliminary Plat Approval for Case #3150, Mike Halford, for 'The Grove at Grand Oaks, Phase 6B', for property located at Lakeshore Lane. (PPIN #26136). (Ben Requet)

    It was moved by Alderman Taylor, seconded by Alderman Hyneman to approve, with noted conditions, a Preliminary Plat for Case #3153, Mike Halford, for "The Grove at Grand Oaks, Phase 6B", for property located at Lakeshore Lane, being further identified as PPIN 26136. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

18. Request permission to approve a Final Plat for Case #3119, Oxford Commons Lots, LLC (David Blackburn), for "The Heights, Phases 10, 11, & 12", for property located at 713 Primrose Drive, being further identified as PPIN #4503. (Kate Kenwright)

    It was moved by Alderman Hyneman, seconded by Alderman Taylor to approve a Final Plat for Case #3119, Oxford Commons Lots, LLC (David Blackburn), for "The Heights, Phases 10, 11, & 12, for property located at 713 Primrose Drive, being further identified as PPIN #4503. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

19. Appeal of the Courthouse Square Historic Preservation Commission's Denial of Case #464, a Request to Add a Balcony on the Front Façade of 1002 Jackson Avenue East. (Ben Requet & Kate Kenwright)

    After a lengthy discussion regarding the pedestrian and customer safety issues at this location, no motion was made. Therefore, the Courthouse Square Historic Preservation Commission's denial stands. The property owner was advised to discuss the design of the balcony and staircase with members of the Planning Department to find a layout that would fit the design guidelines and also help correct the ingress and egress issues at the front of the building. No action was taken.

20. Consider a request from RH-Design Build to work on Sundays in November for the construction of The Belle within The Lamar Development. (John Crawley)

    It was moved by Alderman Huelse, seconded by Alderman Howell-Atkinson to approve a request from RH-Design Build to work on Sundays in November for the construction of The Belle within The Lamar Development. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

21. Consider a request from ICM Construction for Special Work Hours at Oxford Middle School. (John Crawley)

    It was moved by Alderman Addy, seconded by Alderman Huelse to approve a request from ICM Construction for special work hours at Oxford Middle School. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

22. Consider a request from Oden-Hardy Construction for overnight work hours for a concrete pour at 14 Thacker Loop. (John Crawley)

It was moved by Alderman Huelse, seconded by Alderman Crowe to approve a request from Oden-Hardy Construction for overnight work hours for a concrete pour at 14 Thacker Loop. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

23. Request permission to release Performance Bond #4455440 for Seminole Bluff Subdivision (Villa West), Phase 1. (John Crawley)

    It was moved by Alderman Howell-Atkinson, seconded by Alderman Hyneman to release Performance Bond #4455440 for Seminole Bluff Subdivision (Villa West), Phase 1. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

24. Consider the request to approve Change Order No. 1 for the SR-7 Water Extension Project, Phase II C. (John Crawley)

    It was moved by Alderman Huelse, seconded by Alderman Hyneman to approve Change Order No. 1 to Axis Site Work, LLC, in the amount of $132,658.50, for the SR-7 Water Extension Project, Phase II C. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

25. Consider the request to approve Change Order No. 3 for the Oxford Square Downtown Detention Project. (John Crawley)

    It was moved by Alderman Addy, seconded by Alderman Huelse to approve Change Order No. 3 to Patton Construction, LLC, in the amount of ($44,995.40), for the Oxford Square Downtown Detention Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

26. Request permission to accept the low bid for the College Hill Lift Station Improvements Project. (John Crawley)

    It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to accept the bids received and award a contract to Hemphill Construction Co., in the amount of $452,685.00, for the College Hill Lift Station Improvements Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

27. Request approval of the Resolutions terminating MDEQ Subaward Agreement 77-2-DW-5.15 for the Brittany Woods Water Improvement Project and MDEQ Subaward Agreement 49-2-DW-5.15 for the Rivers Hill Booster Station Project. (John Crawley)

    It was moved by Alderman Howell-Atkinson, seconded by Alderman Hyneman to approve the Resolutions termination the MDEQ Sub-award Agreement 77-2-DW-5.15 for the Brittany Woods Water Improvement Project and the MDEQ Sub-award Agreement 49-2-DW-5.15 for the Rivers Hill Booster Station Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

28. Consider request from the Keith Collins Agency to close a portion of South 11th Street and Tyler Avenue on November 25- 26, 2024. (John Crawley)

    It was moved by Alderman Huelse, seconded by Alderman Bailey to approve a request from the Keith Collins Agency to close a portion of South 11th Street and Tyler Avenue on November 25-26, 2024 to place a lift in the street for maintenance to the Tyler-Inmon building. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

29. Request permission to rename a section of College Hill Road. (Hollis Green)

    It was moved by Alderman Crowe, seconded by Alderman Addy to rename the dead-end section of College Hill Road as Mistilis Cove. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

30. Consider stormwater detention and drainage easement from the University of Mississippi for detention pond at the Oxford City Pool. (Mark Levy)

    It was moved by Alderman Huelse, seconded by Alderman Howell-Atkinson to accept a storm water detention and drainage easement from the University of Mississippi for the construction of a detention pond at the Oxford City Pool construction site. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

31. Consider Change Order #1 from JP Corp Construction for miscellaneous site conflicts at the Oxford City Pool. (Mark Levy)

    It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to approve Change Order #1 from JP Corp Construction, in the amount of $7,506.05, for miscellaneous site conflicts at the Oxford City Pool construction site. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

32. Discuss Change Order #2 from JP Corp Construction for swimming pool deck coating at the Oxford City Pool. (Mark Levy)

    It was moved by Alderman Addy, seconded by Alderman Huelse to approve Change Order #2 from JP Corp Construction, in the amount of $61,107.20, for the swimming pool deck coating at the Oxford City Pool. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

33. Consider Change Order #2 from Acoustics & Specialties, Inc. for colored concrete coating at the OPD Enterprise Center. (Mark Levy)

It was moved by Alderman Huelse, seconded by Alderman Crowe to approve Change Order #2 from Acoustics & Specialties, Inc., in the amount of $3,770.00, for colored concrete coating at the OPD Enterprise Center. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

34. Consider an executive session.

It was moved by Alderman Howell-Atkinson, seconded by Alderman Bailey to consider an executive session for personnel matters and one issue related to potential litigation. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to enter into an executive session for personnel matters in the Oxford Fire Department, Municipal Court Department, and Stronger Together Oxford Department and a matter of potential litigation related to property ownership. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Huelse to change the pre-employment drug screening process for non-safety sensitive employees. This will be discussed further at the next recess meeting. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

It was moved by Alderman Crowe, seconded by Alderman Huelse to follow the recommendation of the Department Head and the HR Director and suspend Oxford Fire Department employee, Jamie Shaw, Jr., for 48 hours for violation of Fire Department and City policy. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

35. Recess to meet on Wednesday, November 6, 2024 at 3:30pm.

It was moved by Alderman Bailey, seconded by Alderman Hyneman to recess to meet on Wednesday, November 6, 2024 at 3:30pm. 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: 10/29/2024

Department that owns Fixed Asset: Oxford Conference Center

Fixed Asset Tag Number (If item is not tagged, please put N/A): 01116

Physical Location of Asset: OCC

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

Shure \ SLX4 \ _____

Make Model Year

1LG2037407-02 \ 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:

wireless mic with box

Name of Person Submitting Surplus Request: Micah Quinn

Date Approved by BOA: 11/5/2024

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: 10/29/2024

Department that owns Fixed Asset: Oxford Conference Center

Fixed Asset Tag Number (If item is not tagged, please put N/A): 01117

Physical Location of Asset: OCC

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

Shure \ SLX4 \ _____

Make Model Year

1LG2037401-03 \ 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:

wireless mic with box

Name of Person Submitting Surplus Request: Micah Quinn

Date Approved by BOA: 11/5/2024

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: 10/29/2024

Department that owns Fixed Asset: Oxford Conference Center

Fixed Asset Tag Number (If item is not tagged, please put N/A): 01118

Physical Location of Asset: OCC

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

Shure \ SLX4 \ _____

Make Model Year

1LG2037440-01 \ 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:

wireless mic with box

Name of Person Submitting Surplus Request: Micah Quinn

Date Approved by BOA: 11/5/2024

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: 10/29/2024

Department that owns Fixed Asset: Oxford Conference Center

Fixed Asset Tag Number (If item is not tagged, please put N/A): 01119

Physical Location of Asset: OCC

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

Shure \ SLX4 \ _____

Make Model Year

1LG2469291-01 \ 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:

wireless mic with box

Name of Person Submitting Surplus Request: Micah Quinn

Date Approved by BOA: 11/5/2024

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: 10/29/2024

Department that owns Fixed Asset: Oxford Conference Center

Fixed Asset Tag Number (If item is not tagged, please put N/A): 01120

Physical Location of Asset: OCC

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

Shure \ SLX4 \ _____

Make Model Year

1LG2037428-01 \ 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:

wireless mic with box

Name of Person Submitting Surplus Request: Micah Quinn

Date Approved by BOA: 11/5/2024

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: 10-31-24 (This Item is to be Goudealed)

Department that owns Fixed Asset: Building & Grounds

Fixed Asset Tag Number (If item is not tagged, please put N/A): 03332

Physical Location of Asset: B&G

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

KAWASAKI Mule \ KAF62C163B \ n/a

Make Model Year

KAF62C163B \ Green

VIN / Serial Number Color

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

Description of Tool (including brand): _____

_____ \ _____

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

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

_____

_____

_____

_____

_____

Name of Person Submitting Surplus Request: _____

Date Approved by BOA: _____

107 Courthouse Square
Oxford, MS 38655

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

Mississippi Emergency Medical Services Operating Fund

Contract for Supplemental Emergency Medical Services

For the purposes of providing expanded emergency medical services, and in consideration for the mutual covenants contained herein, it is hereby agreed by and between **«Recipient»** (hereinafter referred to as the grantee) and the Emergency Medical Services Program of the Mississippi State Department of Health (hereinafter referred to as the Department) as follows:

The Grantee agrees that:

1. Funds received from the Department will be used for the provision of emergency medical services within the Grantee's district in accordance with the specifications set forth in the application and hereby incorporated into and made a part of the contract.

2. Funds received from the Department pursuant to this contract shall be used solely in addition to existing annual emergency medical budgets of the Grantee.

3. The Grantee will maintain its present level of funding for existing emergency medical services throughout the contract. If you are a continuing recipient of grant funds, you must spend => the previous year reported amount.

4. No funds received from the Department shall be used for the payment of any attorney's fees.

5. Financial and progress reports will be submitted by the Grantee to the Department on an annual basis or as requested by the Department. The annual reports for the previous year's funds must be submitted to the Department as part of this application.

6. Emergency medical services will be delivered in compliance with the licensing requirements and regulations of the Department.

7. The Grantee agrees to permit reasonable program review and evaluation by the Department, to provide access to its records, and to cooperate in any other reasonable request for program information.

The Department agrees that:

1. Funds appropriated to the Department for the Emergency Medical Services Operating Fund shall be distributed to Grantee for the support of emergency medical services.
2. The Grantee shall receive funds equal to Grantee's proportionate share of the Emergency Medical Services Operating Fund based on its general population in relation to the total population of the state.

It is mutually agreed by both parties:

1. This contract shall commence on **October 1, 2024** and remain in effect until **September 30, 2025**.
2. Funds shall be disbursed to the Grantee in a single payment before **June 1, 2024**.
3. The distribution of funds is subject to the receipt of same from the Emergency Medical Services Operating Fund.

Signed	
Applicant/Grantee *(«authorized agent Full_Name»)*_____	**Date:** _____
Applicant/Grantee *(«primary 911_Contact»)*	**Date:** _____
For State Department of Health Use Only	
Director, Emergency Medical Services _____	Date: _____
Assistant Senior Deputy _____	Date: _____
CFO, MSDH_____	Date: _____

Deadline: BEMS by 5 p.m. November 8, 2024

Mississippi Emergency Medical Services Operating Fund

Step 5: Annual Expenditure Report for EMSOF Previous Years

The annual expenditure report is a financial summary of the previous year's EMSOF award and/or previous funds escrowed. This report must be completed and returned with all other sections of this new application. **No new awards can be granted until this report is completed and signed.**

Attach copies of receipts for all expenditures made during FY 2024.

Example 1: You were awarded $5,000.00 last year to purchase an external defibrillator, attach receipt(s) for at least $5,000.00 of the external defibrillator.

- If you spent more, no additional documentation is needed.
- If you spent less, a letter of modification is required.
- Attach training documentation (roster, sign in sheet, agenda, objectives, etc.)

Example 2: You are purchasing a new ambulance that costs more than your grant amount.
Ambulance = $80,000.00

- If you spent more, no additional documentation is needed.
- If you spent less, a letter of modification is required.
- All purchases of EMS vehicles of any type must include copy of title with receipts.

Example 2:
Grant Year 1 = $5,000.00
Grant Year 2 = $5,000.00
Grant Year 3 = $5,000.00
Total Escrow = $15,000.00

Last Year's Grant = $5,000.00

You must have expended the entire amount of $20,000 for the purchased of an ambulance.

(Receipts for Escrow Funds must be attached to the Escrow Reporting Page 14.)

All grant funds must be placed in an interest bearing account. Prior grant awards not expended by September 30 of the award year **must be returned to the State unless a copy of an approved modification letter is attached.**

I, the undersigned, attest to the fact that I have expended funds as per the previous grants or I have submitted in writing prior approval to amend the previous grant(s), and that the figures found in the above Annual Expenditure Report for EMSOF Previous Years are correct.

Signature: _____ **Date:** _____

(«Full_Name» or Comptroller must sign)

«Recipient»

Deadline: BEMS by 5 p.m. November 8, 2024

OXFORD
EMERGENCY
MANAGEMENT

MEMORANDUM

To: Robyn Tannehill, Mayor

CC: Board of Aldermen

From: Shane Fortner, Director

Date: November 05, 2024

Subject: EMSOF Grant

I am requesting permission to accept the Mississippi State Department of Health EMSOF Grant for $15,499 with no cost share or match. This grant will be used to offset the costs for City of Oxford personnel to attend Paramedic Training.

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

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Aldermen

From: John Crawley, City Engineer

CC: Bart Robinson, P.E., COO/ Hollis Green, Director, Development Services
Rob Neely, P.E., General Manger, Oxford Utilities,
Shane Fortner, Director, Emergency Management

Date: November 5, 2024

Re: Request to Accept Grant Funding in the Amount of $95,648.02 for the Installation of Emergency Generators at the Industrial Park Well and Industrial Park Water Treatment Plant/Elevated Tank Sites

---

Engineering requests the Board of Aldermen grant approval for the mayor to execute funding agreement **DR-4697-0007-R**, a federal grant in the amount of (up to) **$95,648.03**. The City's anticipated match is **$31,882.68**. This grant has been awarded for the installation of emergency generators at the above-captioned sites. In the event of power outages, these generators would allow water supply to the area to continue. A copy of the funding agreement is attached hereto for review.

U. S. Department of Homeland Security
Region 4
3005 Chamblee Tucker Road
Atlanta, GA 30341

FEMA

October 21, 2024

Mr. Stephen McCraney, Executive Director
Mississippi Emergency Management Agency
Post Office Box 5644
Pearl, MS 39288

Attention: Ms. Jana Henderson
State Hazard Mitigation Officer

Reference: Hazard Mitigation Grant Program (HMGP)
Project DR-4697-0007-R
City of Oxford Industrial Park Water Plant/Well Generator

Dear Mr. McCraney,

We are pleased to inform you that the project referenced above has been approved for $127,530.70 with a federal share of $95,648.03 (75%) and a non-federal share of $31,882.68 (25%) to be paid by The City of Oxford.

The following is the approved Scope of Work (SOW) for the project:

The City of Oxford will procure and install two (2) diesel generators on new concrete pads within existing fencing at the two locations below. There are currently no generators at either location to ensure the wells will provide reliable water to the 2,100 persons who live and work in the area as well as fire protection and suspension systems for the fifteen (15) industrial businesses also in the area.

Project Site Location:

DR-4697-0007 City of Oxford Industrial Park Water Plant/ Well Generators				
Site	Name	Address	GPS	Generator Size
1	Industrial Park Water Treatment Plant	53 County Road 166 Oxford, MS 38655	34.407493, -89.529672	250kW
2	Industrial Park Well	84 County Road 166 Oxford, MS 38655	34.412221, -89.530888	130kW

The National Environmental Policy Act (NEPA) stipulates those additions or amendments to a HMGP subrecipient SOW may have to be reviewed by all State and Federal agencies participating in the NEPA process. After a review of the proposed project and its environment, and provided that the conditions listed below are met, it was determined that no extraordinary circumstances, as defined in FEMA Directive 108-1, exist regarding this proposed project.

Standard Conditions:

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

- This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Quarterly Progress Reporting:
Per 44 CFR 206.438(c), recipients must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report should also include any problems or circumstances affecting completion dates, scope of work, or project cost that may result in non-compliance with the approved grant conditions. Please include this HMGP project in your future quarterly reports.

Scope of Work Changes:
- The recipient must obtain prior approval from FEMA before implementing changes to the approved project SOW. Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 2 CFR 200:
- The Recipient must obtain prior written approval for any budget revision which would result in a need for additional funds.
- A change in the scope of work must be approved by FEMA in advance regardless of the budget implications.
- The Recipient must notify FEMA as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion.

Period of Performance:
FEMA does not establish activity completion timeframes for individual subawards. Recipients are responsible for ensuring that all approved activities are completed by the end of the grant Period of Performance (POP). The POP for DR-4697 is September 22, 2028. Any extensions of the grant POP must be submitted to FEMA 60 days prior to the expiration date.

Project Closure:
In accordance with 44 CFR, Section 206.438(d) the Governor's Authorized Representative (GAR) is required to "certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement." Therefore, to close this project, the GAR shall send a letter requesting closure to include the above certifications, as well as the following:
- Date work on the project was fully completed
- Date of the recipient's final site inspection for the project
- Total final project cost, with the Federal and Non-Federal share
- Identified cost underrun (Fed and non-Fed share) as applicable
- Documentation that any conditions of the grant have been complied with, to include programmatic, environmental, and/or other conditions as identified in the award letter or Record of Environmental Consideration (REC)

The obligation report and REC are included for your records. The obligated funds are available for withdrawal from the **Payment Management System** on sub-account number **4697DRMSP0000075.**

If you have any questions, please contact Jenifer Holderman at (202) 374-9159.

Sincerely,

SHEMEEKA H JOHNSON

Digitally signed by SHEMEEKA H JOHNSON
Date: 2024.10.21 11:10:29 -04'00'

Shemeeka H. Johnson, Chief
Disaster Implementation Branch
Mitigation Division

Enclosures:
Obligation Report Supplemental No 7
Record of Environmental Consideration

HAZARD MITIGATION GRANT PROGRAM

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4697	7 -R	0	7	1	7	MS	Statewide

Subrecipient: Oxford
Project Title : City of Oxford Industrial Park Water Plant/Well Generator Project
Subrecipient FIPS Code: 071-54840

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
$95,648.03	$95,648.03	$0.00	$0.00

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
$95,648.03	$0.00	$95,648.03	10/16/2024	Accept	2025

Comments

Date: 10/16/2024 User Id: DBURKETT

Comment: 4697-0007-R-DR-MS-HM Oxford Grant POP 09/22/2028 Application 7 City of Oxford Industrial Park Water Plant/Well Generator Proj Allocation 6 included in the October Spend Plan Federal share $95,648.03 Supplement 7 approved HMO.

Date: 10/16/2024 User Id: JHOLDERM

Comment: 4697DR POP = 9.22.2028 #0007 HM Plan expires 5.04.2027 Generator $95,648.03 On the October 2024 Spend Plan HMO approv

Authorization

Preparer Name: JENIFER HOLDERMAN Preparation Date: 10/16/2024

HMO Authorization Name: DEBORAH BURKETT HMO Authorization Date: 10/16/2024

FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4697-0007-MS (1)

Title: City of Oxford Generators (2)

NEPA DETERMINATION

Non Compliant Flag: No
EA Draft Date:
EA Final Date:
EA Public Notice Date:
EA Fonsi
Level: CATEX
EIS Notice of Intent
EIS ROD Date:
Comment SOW: City of Oxford, Lafayette County, MS; The applicant proposes to purchase and install a new generator and concrete pad at the following sites: (1) 53 County Rd 166, Oxford, MS 38655, (34.407493, -89.529672) and (2) 84 County Rd 166, Oxford, MS 38655, (34.412221, -89.530888). - earias1 - 07/09/2024 13:29:44 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*n18	(*n18) Federal Assistance for Construction or Installation of Structures, Facilities, or Equipment to Ensure Continuity of Operations. Federal assistance for the construction or installation of measures for the purpose of ensuring the continuity of operations during incidents such as emergencies, disasters, flooding, and power outages involving less than one acre of ground disturbance. Examples include the installation of generators, installation of storage tanks of up to 10,000 gallons, installation of pumps, construction of structures to house emergency equipment, and utility line installation. This CATEX covers associated ground disturbing activities, such as trenching, excavation, and vegetation removal of less than one acre, as well as modification of existing structures.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	

FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4697-0007-MS (1)

Title: City of Oxford Generators (2)

Environmental Law/ Executive Order	Status	Description	Comment
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	EO 11988: Both sites are located within an unshaded x zone per Lafayette County flood insurance rate map (FIRM) panel number #28071C0145C dated 11/26/2010. - earias1 - 07/09/2024 13:25:46 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	EO 11990: Both sites are not located within wetlands per review of USFWS National Wetlands Inventory (NWI) mapper, accessed 07/02/2024. - earias1 - 07/09/2024 13:27:10 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	EO 12898: Minority or low-income populations were identified through program coordination and public involvement, state EJ community lists or maps, or EJSCREEN reports for the area around the proposed project sites. Review of the project scope of work revealed no adverseeffects on these populations. Therefore, no additional review for potential EJ concerns is required. The maps, reports, and other information are saved to the project files. - earias1 - 07/09/2024 13:27:54 GMT
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	ESA: Per review of Mississippi USFWS website listing of threatened and endangered species for Lafayette County, accessed 07/08/2024. - earias1 - 07/09/2024 13:22:52 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Not Applicable	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	

FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4697-0007-MS (1)

Title: City of Oxford Generators (2)

Environmental Law/ Executive Order	Status	Description	Comment
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	NHPA: Per the Statewide Programmatic Agreement for Mississippi executed September 15, 2016 and amended (3) August 9, 2023, the SOW meets Allowance II.D.2.a, as per SOI Qualified Whitney Rooks. - wrooks2 - 07/05/2024 15:40:13 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Legislative Pre-Disaster Mitigation Grant
Recipient-Subrecipient Program Agreement

Under this Agreement, the interests and responsibilities of the Recipient, hereinafter referred to as the State will be executed by the Mississippi Emergency Management Agency. Mr. Stephen C. McCraney, the Governor's Authorized Representative (GAR), is designated to represent the State. The Subrecipient of this Agreement is Mississippi College. The interests and responsibilities of the Subrecipient will be executed by the Subrecipient's designated applicant's agent.

Under the Hazard Mitigation Grant 4697-0007 federal funds in the amount of $ **95,648.02** are hereby awarded to the Subrecipient as stated below under the following conditions:

Approved Total Project Cost:	$ 127,530.70	
Federal Cost Share:	$95,648.02	75%
State Cost Share:	$0.00	
Local Cost Share:	$31,882.67	25%

The Subrecipient agrees and understands that:

1. He/She has legal authority to apply for assistance on behalf of the subrecipient.

2. The Subrecipient will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state assistance.

3. The Subrecipient will use Hazard Mitigation Assistance Grant Program funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative. Allowable costs shall be determined in accordance with the Robert T. Stafford Disasters Relief and Emergency Assistance Act.

4. The payments for approved projects will be on an eligible cost reimbursement basis and subject to receipt and approval of invoices.

5. The Subrecipient is aware that limited funding available for mitigation requires cost sharing, and that the Subrecipient is required to provide the full non-federal share for such mitigation activities.

6. The Subrecipient will establish and maintain a proper accounting system to record expenditures of disaster funds following generally accepted accounting standards or as directed by the Governor's Authorized Representative.

7. The local cost-share funding will be available within the specified time.

8. The Subrecipient will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to the use of disaster assistance funds.

9. The Subrecipient will return to the state, within 15 days of such request by the Governor's Authorized Representative, any advance funds that are not supported by audit or other federal or state review of documentation maintained by the Subrecipient.

10. The Subrecipient will comply with all applicable codes and standards as pertains to this project and agree to provide maintenance as appropriate.

11. The Subrecipient will comply with all applicable provisions of federal and state laws and regulations regarding procurement of goods and services.

12. The Subrecipient will comply with all federal and state statutes and regulations relating to non-discrimination The Subrecipient will establish and maintain an active program of nondiscrimination in disaster assistance as outlined in implementing regulations. This program will encompass all Subrecipient actions under this Agreement.

13. The Subrecipient will comply with provisions of the Hatch Act limiting the political activities of public employees.

14. The Subrecipient will comply, as applicable, with provisions of the Davis Bacon Act relating to labor standards.

15. The Subrecipient will comply with the National Flood Insurance Program and the community's flood protection ordinance.

16. The Subrecipient will not enter any cost-plus-percentage-of-cost contracts for the completion of Hazard Mitigation Assistance Grant Projects.

17. The Subrecipient will not enter any contract with any party that is debarred or suspended from participating in State or Federal assistance programs.

18. The Subrecipient will provide the Recipient copies of audit reports that include funds provided under this agreement.

19. The Subrecipient agrees that the disaster relief project contained in this Agreement will be completed by **October 21, 2025**. Completion dates may be extended upon justification by the Subrecipient and approval by the Governor's Authorized Representative and the Federal Emergency Management Agency.

20. Construction Project Requirement- Acceptance of Federal funding requires the Recipient and any Subrecipients to comply with all Federal, state, and local laws before the start of any construction activity. Failure to obtain all appropriate Federal, state, and local environmental permits and clearances may jeopardize Federal funding. Any change to the approved scope of work will require re-evaluation by FEMA for the recipient and Subrecipient compliance with the National Environmental Policy Act and other was and Executive Orders.

21. If ground-disturbing activities occur during construction, the Subrecipient must ensure monitoring of ground disturbance, and if any potential archaeological resources are discovered, the Subrecipient will immediately cease construction in that area and notify the MEMA Office of Mitigation. Documentation must be provided of the monitoring efforts.

22. There shall be no changes to this Agreement unless mutually agreed upon, in writing, by both parties to the Agreement.

If the Subrecipient violates any of the conditions of this agreement or applicable federal and state regulations; the State shall notify the Subrecipient that financial assistance for the project in which the violation occurred will be withheld until such violation has been corrected to the satisfaction of the State. In addition, the State may also withhold all or any portion of financial assistance which has been or is to be made available to the Subrecipient for other disaster relief projects under the Act, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.

The undersigned does hereby agree with all terms and conditions of this agreement.

Stephen C. McCraney Governor's Authorized Representative	Subrecipient's Authorized Representative
Date	Date

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

10/09/24 - 10/30/24

TO BE APPROVED: 11/5/2024

ACCOUNT NUMBER	CUSTOMER NAME	ADDRESS	WATER ADJUSTMENT	SEWER ADJUSTMENT	ADJUSTMENT TYPE
225454-040563	ALEXANDER WHITE	1002 CHAPMAN COVE	-$79.88	-$106.20	INSIDE
225897-105027	PATSY C TELFORD	1004 CHAPMAN COVE	-$35.15	-$46.73	INSIDE
209804-046584	RYAN BODMER	1053 ANCHORAGE ROAD	-$241.40	-$320.96	INSIDE
004155-002720	SUMMIT MANAGEMENT SERVICES LLC	207 PARK WEST LOOP	-$20.51	-$25.49	INSIDE
208441-048135	KILO BRYANT	27 PRIVATE ROAD 3151 APT. 1	-$44.02	-$58.53	INSIDE
211350-049530	HADI SHAYEGHI MOGHANLOU	3070 DAVIS DRIVE	-$88.04	-$117.06	INSIDE
224936-016666	MARY ANNE SWINGRUM	403 BRITTANY DRIVE	-$96.21	-$127.91	INSIDE
208775-049248	KLEIGH GEORGE	8 PRIVATE ROAD 3151 APT. 10	-$11.36	-$15.10	INSIDE
000665-022029	ROBERT NANCE	222 OLDE CASTLE LOOP	-$354.29	X	LANDSCAPE
212368-031824	LINDA WHITTEN	121 PINECREST DRIVE	-$41.89	-$110.92	OUTSIDE
206978-017084	JAMES BROTHERS OXFORD LLC	1605 JACKSON AVENUE E	-$64.96	-$160.95	OUTSIDE
212429-022173	JENIFER MCMILLAN	206 COLONIAL ROAD	-$155.85	-$413.94	OUTSIDE
000922-112778	ZHIQU LU	330 WINDSOR DRIVE N	-$22.37	-$59.47	OUTSIDE
003836-026092	HOLCOMB, DUNBAR, WATTS PA	400 ENTERPRISE DRIVE	-$58.12	-$143.96	OUTSIDE
207289-102149	ROBERT KING	523 N LAMAR BLVD	-$21.66	-$53.81	OUTSIDE
200317-100372	DR. STEVE M DEPRIEST	611 VAN BUREN AVENUE	-$77.04	-$204.38	OUTSIDE
225965-123793	MARGARET BELL	1012 SUNSCREST DRIVE	X	-$29.26	POOL
205377-105283	COURTNEY H ADAMS	137 PEYTON CIRCLE	X	-$29.26	POOL
210024-036252	LUCAS R LEIGH	194 WOODLAWN DRIVE	X	-$103.37	POOL
006440-047423	DAVID J HESTER	6006 REDWOOD LOOP	X	-$71.27	POOL
205909-029732	SIGNY GIVENS	43 COUNTY ROAD 303	-$92.04	X	SEWER ONLY
226887-124714	MORGAN WALTER	202 SPRING LAKE COVE	-$37.50	X	WT ONLY
		TOTAL:	**-$1,542.29**	**-$2,198.57**	

OXFORD
CITY CLERK

MEMORANDUM

To: Mayor and Board of Aldermen
From: Ashley Atkinson, City Clerk
Date: November 5, 2024
Re: Update to Authorized Signers List for City Bank Accounts & CDs

We have two CDs that are held by Guaranty Bank (formerly Oxford-University Bank). It was brought to our attention that there are currently three signers listed[illegible]

[illegible] on Guaranty Bank CDs[illegible]

- George G. "Pat" Patterson- former Mayor, final term ended 6/30/2017.
- Lisa Carwyle- former City Clerk, resigned in January of 2016.
- Bart Robinson- current COO

We are requesting BOA approval to remove the two former City employees and also to add other authorized signers from the list below. The five individuals listed below will be recognized as authorized signers as long as they are active City of Oxford employees. If any of these individuals retires, resigns, is terminated, or ceases to be employed by the City of Oxford, then he or she will no longer be considered an authorized signer after his or her termination date.

Authorized[illegible] for all City of Oxford bank accounts and CDs[illegible]

1. Leigh Ashley Atkinson, City Clerk
2. Jessica F. Tolleson, Comptroller
3. Robyn M. Tannehill, Mayor
4. M. Bart Robinson, COO
5. Hollis Green, Director of Development Services

Jeff McCutchen
Chief of Police
jmccutchen@oxfordpolice.net

Date: 10/28/2024

Subject: Taxi Cart LLC- Owner / Driver approval recommendation

I, Lt. David Sabin, recommend approval of the applicant Garrett S. Johnson as a new company owner / driver for Taxi Cart LLC. I cannot find anything that would restrict Garrett S. Johnson from owning or operating a taxi cab in the City of Oxford.

Chief Jeff McCutchen
Oxford Police Department

_____
Date

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

David Sabin 10-28-24
_____
Date

Officer Brandon House
Oxford Police Department

Brandon House 10-28-24
_____
Date

Oxford Police Department
715 Molly Barr Rd.
Oxford, MS 38655
Phone: (662) 232-2400
Fax: (662) 232-2314

Jeff McCutchen
Chief of Police
jmccutchen@oxfordpolice.net

Date: 10/28/2024

Subject: Taxi / Pedicab Driver approval recommendation

I, Lt. David Sabin, recommend approval of the applicant Nicholas R. Carter to be a driver for Oxford Pedicab Company. I cannot find anything that would restrict Nicholas R. Carter from operating a Pedicab / taxi cab in the City of Oxford.

Chief Jeff McCutchen
Oxford Police Department

_____
Date

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

David Sabin 10-28-24

_____
Date

Officer Brandon House
Oxford Police Department

Brandon House 10-28-24

_____
Date

Oxford Police Department
715 Molly Barr Rd.
Oxford, MS 38655
Phone: (662) 232-2400
Fax: (662) 232-2314

OXFORD
CITY SHOP

Addendum to Memorandum

To: Mayor and Board of Aldermen
From: Michelle Robinson
Date: November 1, 2024
Regarding: Permission to send 2 City Shop Employees to Hale Pump Training Classes at Montgomery County Fire Academy in Ocala, FL – February 5 & 6, 2024

Hale Pump Training Classes at Montgomery County Fire Academy in Ocala, FL - February 5 & 6, 2024

These classes will provide training on fire truck pump operations, maintenance and construction and pump packing for the City Shop Mechanics.

Closest Airport to hotel/training classes is 40 miles. Employees will need a rental car to get from and to airport in Florida and around Ocala.

Registration Fee = $350.00

Online Service Fee = $26.00

Hotel-$194.00 x 2 = $388.00

Meals-$68 per day =$204.00

Airline Ticket-$406.00

Total $1,374.00 (each traveler)

Car Rental $14/per day- $42.00

OXFORD
ENVIRONMENTAL
SERVICES

Memorandum

To: Mayor and Board of Aldermen
From: Amberlyn Liles
Date: 11.1.2024
Regarding: Request permission to advertise for reverse auction bids for equipment for the Environmental Services Department.

Request permission to advertise for reverse auction bids for equipment for the Environmental Services Department.

One Automated Side Load Refuse Collection Truck
Transfer Station Loader ASL60/40 Split with County)

Nov. 16

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: Ashley Shows

Phone Number: 901-485-3402 E-mail Address: ashleyshows@hotmai.com

Address: 1004 Lachlan Street

Oxford \ MS \ 38655

(City) (State) (Zip Code)

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

■ Yes ☐ No

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

Name of Business/Organization: Kappa Alpha Parents Club

Director of Business/Organization: Allison Koestler & Ashley Shows

Phone Number: 901-485-3402 E-mail Address: ashleyshows@hotmail.com

Address: _____

_____ \ _____ \ _____

(City) (State) (Zip Code)

Name of On-Site Contact Person at Event: Ashley Shows

Phone Number: 901-485-3402 E-mail Address: ashleyshows@hotmail.com

---

II. Event Information:

Date: 11/16/2024 Start Time: 5:00 PM End Time: 9:00 PM

Type of Event: Parents' Weekend

Event Location Information:

Starting Point Location: The Library

Finish Line Location: _____

Detailed Route: _____

_____

Other Information: _____

Designation of any City of Oxford Facilities and/or Equipment to be Utilized: Due to the amount of people entering/exiting our event, we would like to request that 11th Street be blocked off.

Number of Expected Participants: 400 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: We would like to set up 2 tables ~~and 2 tents at the~~ entrance of The Library on 11th St. Two small tables outside of library entrance.

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: Ashley R Stevens 11/16/2024

Applicant Signature Date

Approved By: Chief of Police, Oxford Police Department Date

PAYMENT DATE
09/18/2024

COLLECTION STATION
Station 1

RECEIVED FROM
Ashley Shows

DESCRIPTION
Kappa Alpha Parents Club Parents Weekend @ The Library 11/16/24

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

BATCH NO.
2024-00000949

RECEIPT NO.
2024-00004760

CASHIER
Joy Welch

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT
OPD	Oxford Police Dept. Fees 001-001-01 CASH GENERAL FUND $25.00 001-000-305 INCOME FROM POLICE DEPT FEES $25.00	$25.00

Payments:

Type	Detail	Amount
Check	1187	$25.00

Total Cash	**$0.00**
Total Check	**$25.00**
Total Charge	**$0.00**
Total Wire	**$0.00**
Total Other	**$0.00**
Total Remitted	**$25.00**
Change	**$0.00**
Total Received	**$25.00**

Total Amount: **$25.00**

Customer Copy

OXFORD POLICE DEPARTMENT

Jeff McCutchen
Chief of Police
Sheridan Maiden
Deputy Chief of Police

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT APPLICATION

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

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

I. Applicant Information:

Name: Kinney Ferris

Phone Number: 6624016264 E-mail Address: kinney@visitoxformds.co

Address: 1013 Jackson Ave. East

Oxford \ MS \ 38655

(City) (State) (Zip Code)

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

■ Yes ☐ No

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

Name of Business/Organization: Visit Oxford

Director of Business/Organization: Kinney Ferris

Phone Number: 6622322477 E-mail Address: _____

Address: _____

_____ \ _____ \ _____

(City) (State) (Zip Code)

Name of On-Site Contact Person at Event: Kinney Ferris

Phone Number: 6624016264 E-mail Address: kinney@visitoxfordms.co

---

II. Event Information:

Date: 11/6- 11/7/24 Start Time: 10pm (11/6) End Time: 6:30pm (11/7)

Type of Event: Square Holiday Lighting

Event Location Information:

Starting Point Location: City Hall parking bay on City Square

Finish Line Location: _____

Detailed Route: Jackson Ave East blocked 5:15-6:15 by city buck truck, traffic diverted on N. Lamar.

Traffic blocked on Jackson between N13th and N Lamar if needed,

Other Information: One City Truck to be parked in hooded parking place on the west side of the parking bay for the projection as part of the lighting event.

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

no traffic thru parking bay beginning at 5:00pm.

Number of Expected Participants: 150 Number of Expected Spectators: _____

Spacing Intervals to be Maintained Between Units: N/A

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:

Kinney Ferris 10/31/2024

Applicant Signature Date

_____

Approved By: Chief of Police, Oxford Police Department Date

OXFORD POLICE DEPARTMENT

Jeff McCutchen
Chief of Police
Sheridan Maiden
Deputy Chief of Police

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT APPLICATION

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

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

I. Applicant Information:

Name:_____

Phone Number: _____ E-mail Address: _____

Address: _____

_____\ __________

(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: _____

Phone Number: _____ E-mail Address: _____

II. Event Information:

Date: _____ Start Time: _____ End Time: _____

Type of Event: _____

Event Location Information:

Starting Point Location: _____

Finish Line Location: _____

Detailed Route: _____

_____

Other Information: _____

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

_____

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

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 Date

_____

Approved By: Chief of Police, Oxford Police Department Date

OXFORD
HUMAN RESOURCES

MEMORANDUM

To: Board of Aldermen
From: Braxton Tullos, Human Resources Director
Date: November 4, 2024
Re: Request Approval of the 2025 Medical Insurance Rates

I'm recommending the Mayor and Board of Aldermen approve calendar-year 2025 Benefit Plans as follows:

Ameritas Group, which covers our voluntary dental plan and vision plans proposed a rate increase of 7% to our dental plan and no change to our vision plan.

Blue Cross Blue Shield of Mississippi and Morgan White Group underwrites our medical plan has proposed a rate hold for 2025.

Sunlife is proposing a $.03 per $1,000 increase. This will result in an annual increase of $.24 per employee and $.40 for the city.

There were no recommended changes to our rates with American United, or Colonial.

I recommend approval of all proposed or recommended plans.

Government

MEMORANDUM OF UNDERSTANDING

Entity: _____

Authorized Representative: _____

Title: _____ Date: _____

Address: _____

Telephone: _____ EMAIL: _____

Funding Amount : _____

This Memorandum of Understanding (hereinafter the "MOU") is entered into between the Mississippi Department of Finance and Administration (hereinafter the "DFA") and the Entity for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the Entity in paying costs associated with the local project (hereinafter the "Project") specified in Section 10 of Senate Bill 2468, 2024 Regular Legislative Session, Laws of 2024, (hereinafter the "Act"). This MOU is entered into in accordance with Miss. Code Ann. Section 27-104-351, also known as the Line-Item Appropriation Transparency Act, and pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed the Funding Amount listed above (hereinafter the "Project Funds"), for the Project. (**PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT AS WELL AS ALL STATE AND FEDERAL LAWS AND REGULATIONS.**)

RECITALS

WHEREAS, The Act, authorized expenditures for certain projects; and

WHEREAS, pursuant to the Act, the Legislature has appropriated funds to the Entity to pay the costs of the Project; and

WHEREAS, the Act authorizes the DFA to disburse monies to pay the costs of the Project; and

WHEREAS, the Entity shall maintain the Project Funds in a separate bank account; and

WHEREAS, the DFA has requested the Entity to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference, to the extent the Entity is subject to the State's procurement laws; and

WHEREAS, the Entity agrees to expend the funds within thirty-six (36) months from the date of receipt from the DFA; and

WHEREAS, the Entity agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the Entity will immediately notify and consult with the DFA regarding the disposition of the funds, and said funds shall be directed in accordance with the Act; and

WHEREAS, the Entity agrees to provide quarterly notarized reports to the DFA which describe and itemize the expenditure of the Project Funds and also provide an update on the status of the Project including future expenditure of the funds. The quarterly reports must be provided on a form designated by the DFA and must include all invoices and bank statements associated with the reported expenditures. The quarterly reports shall be provided within thirty (30) days of each calendar quarter's end. The Entity shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted shall be submitted upon completion of the Project; and

WHEREAS, the DFA finds that it is in the best interest of the DFA and the Entity that the funds on deposit for Entity should be disbursed to the Entity and that the Entity shall directly administer the expenditure of such funds for the Project.

NOW THEREFORE, IT IS MUTALLY AGREED BY THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE ENTITY AS FOLLOWS:

Section 1. The DFA, pursuant to the Act, shall disburse the Project Funds from upon written request of the Entity to pay the costs associated with the Project.

Section 2. The Entity certifies and agrees to make every effort to expend all funds received within thirty-six (36) months from the date of receipt and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the Entity to adhere to any provision within this MOU may result in immediate action by the State to recover project funds.

Section 3. The Entity agrees to procure any necessary construction, goods, and services for the Project in accordance with State procurement laws to the extent the Entity is subject to same. Failure to adhere may cause the DFA to withhold all sums for the Project and seek recovery of same. Further, the Entity agrees to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein, in accordance with State law and the recitals of this MOU.

Section 4. The Entity agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format designated by the DFA. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The Entity shall also provide the DFA with a final report summarizing the expenditures and use of the Project Funds no more than thirty (30) days after final expenditure of the Project Funds.

Section 5. The Entity agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received sufficient to satisfy and confirm, to the DFA's satisfaction, that such funds have been expended **solely** for the costs of the project as authorized and provided by the Act.

Section 6. The Entity agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the Entity will immediately notify and consult with the DFA regarding the disposition of the funds and said funds shall be directed in accordance with the Act.

Section 7. The Entity agrees that Project Funds shall be expended in accordance with all State and Federal laws and regulations, and that failure to do so may cause the DFA to withhold funds for the Project or seek recovery of same.

Section 8. All notices or information pursuant to this MOU shall be provided as follows:

Entity's Authorized Representative Listed Above

Mississippi Department of Finance and Administration
Attention: Gilda Reyes, Deputy Executive Director
501 North West Street, Suite 1301
Jackson, Mississippi 39201
Telephone: 601-359-5516
Email: Gilda.Reyes@dfa.ms.gov

Section 9. This MOU shall be effective from and after the DFA approval date.

IN WITNESS WHEREOF, the Entity has affixed its signature on the date indicated below.

Entity Name: _____

By: _____ Date: _____
Name, Title

EXHIBIT A

The Entity shall maintain on file, the following items in relation to the Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualification (RFQ), Request for Proposals (RFP), or Invitation for Bid (IFB).

2. The Program of Work for the Project.

3. All solicitation documents (RFQ, RFP, IFB, etc.).

4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.

5. A copy of all payment requests or invoices for said construction, goods, and services. In the case of construction contractor payment applications, include Professional's approval of payment.

6. All contracts awarded for the Project.

7. All bank statements.

8. Any and all other documentation which may be required to document, to the DFA's satisfaction, that the Project funds are expended **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU.

OXFORD
DEVELOPMENT
SERVICES

Memorandum

To: Mayor and Board of Aldermen
From: Johnathan Mizell, CBO
Date: November 5, 2024
Re: Letter of Agreement with International Code Council (ICC)

Request permission to approve and authorize the Mayor to sign a Letter of Agreement with the International Code Council (ICC) to teach the 2024 PMG Significant of Changes code class at the Oxford Conference Center for a total of $2,310.00.

October 22, 2024

ICC TRAINING

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

LETTER OF AGREEMENT
2024 PMG Significant Changes

This letter confirms our presentation of the seminars as listed in Exhibit A for the City of Oxford chapter. The seminars will be presented to meet the learning needs of those with an intermediate level of knowledge, skills and experience in understanding and enforcing applicable code provisions. The seminar is worth 0.3 CEUs / 3 contact hours.

The cost of these seminars is listed in Exhibit A. It is strongly suggested that each participant bring the applicable code book to each seminar.

The City of Oxford will be responsible for providing a suitable meeting room to include the following:

- Classroom style seating - 2 people per 6-foot table
- Projection Screen
- Digital Light Projector (ICC can rent City of Oxford a DLP; rental fee: $300)

Three weeks before the seminar, the City of Oxford will contact Lisa Cherney with the number of participants expected so that materials can be shipped in a timely manner. **Please be advised that City of Oxford Officials will be billed for overnight and second day shipments resulting from late book requests.** A maximum of ten percent of total participant materials shipped can be returned for credit, if they are in good, clean, resalable condition. All returns are subject to a 20% restocking fee. **Unused seminar materials must be returned within 15 days of the last day of seminar to Lisa Cherney or they will not be accepted.** After that time, no returns will be credited, and the City of Oxford Officials will be charged the per person fee of the workbook price for participant materials that were shipped.

The following cancelation fee applies:
If the sponsor cancels 90 days out they will be charged $100. If the sponsor cancels 60 days out they will be charged $250. If the sponsor cancels 30 days out they will be charged $500. The sponsor will also be charged for all non-refundable travel made by the instructor.

One signed copy of this letter must be returned to Lisa Cherney by **October 31, 2024**. If not received by this date, the training dates and instructors will be released.

We look forward to working with you in providing quality seminars. Please feel free to contact me at 888-422-7233, ext. 4318 if you have any further questions or require additional information.

Sincerely,

For International Code Council

Lisa Cherney
Lisa Cherney
Manager of Enforcement Training

Date: October 22, 2024

For City of Oxford

_____

Date _____

EXHIBIT A

ICC TRAINING

Organization Name:	**City of Oxford**
Contact Name:	**Johnathan Mizell**
Address:	**107 Courthouse Square**
City, State, Zip:	**Oxford, MS 38655**

Seminar	**Date**	**Instructor**	**Price**
2024 PMG Significant Changes: In Person Session	November 21, 2024	Mark Fasel	$2,310.00

Materials	**Price**	**Quantity**	**Price**
2024 PMG Significant Changes – PDF Handout	Included	n/a	$0.00

TOTAL **$2,310.00**

Cost of materials is not included in the total and is subject to sales tax and shipping fees.
If your organization is tax exempt and you have not previously submitted a tax exemption form to ICC, please send one to your seminar coordinator.

OXFORD
PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Alderman
From: Robert Baxter; Senior Planner
Date: November 5, 2024
RE: Request approval of a Preliminary and Final Plat for Case #2990, Larry McAlexander for 'Highway 6 West Properties, Phase 2', for property located at the Intersection of Highway 6 and Howell Loop (PPIN #7686)

The subject property is +/- 2.4 acres located between Highway 6 west and Howell Loop between the previously platted 'Six West Properties Phase 1 Subdivision' and GoShine Car Wash. The applicant is proposing a two-lot subdivision with lots being +/- 1.37 acres and +/- 0.61 acres. Additionally, there is a 50' strip of land between the two for a private driveway. The proposed lots meet the dimensional requirements of the underlying zoning.

Engineering provided comments in the attached Staff Report regarding technical modifications to the plat.

This case was approved with the consent agenda at the August 2023 meeting of the Planning Commission with the 7 conditions listed in the Staff Report.

Recommendation: Staff and the Planning Commission recommend approval of the requested Preliminary and Final Plat for 'Highway 6 West Properties, Phase 2' with the following conditions:

1. Approval of the Preliminary and Final Plat for 'Six West Properties Phase 2 Subdivision' by the Mayor and Board of Aldermen. (Planning)

2. Corrected setbacks will be shown on plat prior to the case being heard by the Mayor and Board. (Planning)

3. Stamped recorded copy of the covenants shall be provided to the Planning Department prior to the issuance of permits. (Planning)

4. Technical notations noted in the staff report must be added prior to the case being heard by the Board. (Engineering)

5. Construction plans for water and sewer taps and improvements to the existing sewer lift station must be approved by Staff and a bond must be provided prior to the case being heard by the Board. (Engineering)

6. Stormwater detention for the lots and shown private driveway will be considered together with any site plan for the lots. (Engineering)

7. A permit from the Mississippi Department of Transportation for the proposed future frontage road or appropriate notations as described in case report will be required prior to the case being heard by the Board. (Engineering)

PLAT-000267-2023
PLAT-000268-2023

OXFORD
PLANNING
DEPARTMENT

Case 2990

To: Oxford Planning Commission
From: Robert Baxter, AICP; Senior Planner
Date: August 14, 2023

Applicant: Elliott & Britt Engineering P.A (Kevin McLeod)
Owner: Larry McAlexander
Request: Preliminary and Final Plat for 'Highway 6 West Properties, Phase 2'
Location: Intersection of Highway 6 and Howell Loop (PPIN #7686)
Zoning: (TNB) Traditional Neighborhood Business

Surrounding Zoning:
All: (TNB) Traditional Neighborhood Business

Planning Comments: The subject property is +/- 2.4 acres located between Highway 6 west and Howell Loop between the previously platted 'Six West Properties Phase 1 Subdivision' and GoShine Car Wash. The applicant is proposing a two-lot subdivision with lots being +/- 1.37 acres and +/- 0.61 acres. Additionally, there is a 50' strip of land between the two for a private driveway. No plans have been received for any development on this property. The proposed lots meet the dimensional requirements of the underlying zoning, though the setbacks shown on the plat do not accurately reflect LDC requirements. Subdivision covenants have not yet been received, and will be required prior to the issuance of permits.

Engineering Comments: Technical notations are required on the plat to indicate the private ownership and maintenance responsibilities of the future frontage road, lots numbers, existing and new cross access easement between frontage properties, existing water line easement to the north and a sewer easement crossing through the unnumbered lot to the south (from The Best Car Wash). A permit from the Mississippi Department of Transportation (MDOT) is required for the future frontage road, which will be privately owned and maintained. This permit should be received prior to Board approval of the plat to ensure that future property owners have the access indicated. In the event that the MDOT will not approve a permit without a known use, the future frontage road should be represented in a way that indicates it requires MDOT approval and may not be a point of access otherwise.

Improvements to the existing sewer lift station on Howell Loop will be necessary for any

development in this subdivision. Water and sewer taps for the proposed lots need to be shown for each lot. Construction plans regarding the upgrades and a bond are necessary prior to the Board approval of the plat.

Ownership of the 50' private driveway on the plat needs to be clearly identified. Staff does not believe it is in the best interest of the public to have a private driveway as an independent lot, which is what the plat appears to represent at this time. More typically, shared driveways are part of common open space which all parties are responsible for.

Stormwater detention requirements for the lot and private driveway will be addressed at the time of site plan approval and a notation needs to be added to the plat.

Recommendation: Staff recommends approval of the Preliminary and Final Plats for 'Six West Properties Phase 2 Subdivision' with the following conditions:

1. Approval of the Preliminary and Final Plat for 'Six West Properties Phase 2 Subdivision' by the Mayor and Board of Aldermen. (Planning)

2. Corrected setbacks will be shown on plat prior to the case being heard by the Mayor and Board. (Planning)

3. Stamped recorded copy of the covenants shall be provided to the Planning Department prior to the issuance of permits. (Planning)

4. Technical notations noted in the staff report must be added prior to the case being heard by the Board. (Engineering)

5. Construction plans for water and sewer taps and improvements to the existing sewer lift station must be approved by Staff and a bond must be provided prior to the case being heard by the Board. (Engineering)

6. Stormwater detention for the lots and shown private driveway will be considered together with any site plan for the lots. (Engineering)

7. A permit from the Mississippi Department of Transportation for the proposed future frontage road or appropriate notations as described in case report will be required prior to the case being heard by the Board. (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

May 22, 2023

Ben Requet, AICP, Director of Planning
107 Courthouse Square
Oxford, MS 38655

RE: Six West Properties Subdivision Phase 2
Preliminary Plat Submission

Our client is planning to develop a phase (Phase 2) of Six West Properties Subdivision. The site is located off the south side of Highway 6 and west of the GoShine Carwash. This development will be two lots.

This submission does not include a grading plan, only a utility layout is included. All other items (site plan, grading, drainage, etc.) will be addressed as each lot is developed.

Sincerely,

ELLIOTT & BRITT ENGINEERING, P.A.

Kevin W. McLeod, PE
Consulting Engineer

Six West Properties Phase 2 Subdivision

A Development By Larry McAlexander - Owner

OWNER'S CERTIFICATE

I, The Undersigned, Owner(s) or Authorized Representative Of The Owner Of The Property Shown And Described Herein, Hereby Adopt This As My Plan Of Subdivision And Dedicated The Right-Of-Way Shown On The Plat Of The Subdivision For Public Use Forever And Reserve For The Public Utilities The Utility Easements As Shown On The Plat. I Hereby Certify That I Am The Owner In Fee Simple Of The Property And That No Taxes Have Become Due And Payable This The _____ Day Of _____, 2024.

Witness My Hand And Signature This _____ Day Of _____, 2024.

_____
Larry McAlexander, Owner

_____
Notary Public

SURVEYOR'S CERTIFICATE

I Certify That The Within Plat Of Six West Properties Phase 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 _____ Day Of _____, 2024.

_____
Larry L. Britt
Mississippi PS No. 2078

ENGINEER'S CERTIFICATE

I Certify That Six West Properties Phase 1 Subdivision 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 Larry McAlexander Has Complied With One Of The Following Alternatives for Six West Properties Phase 1 Subdivision:

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, Sherry Wall, Chancery Clerk, In And For Lafayette County, Mississippi, Larry McAlexander, Owner of Six West Properties Phase 1, Who Executed The Herein Owner's Certificate That Was Signed And Delivered Of His Own Free Act And Deed. And Also Appeared Larry L. Britt, Professional Surveyor, Who Executed The Attached Surveyor's Certificate And Acknowledged That It Was Signed And Delivered As His Free Act And Deed.

Witness My Hand And Signature This The _____ Day Of _____ , 2024

_____
Sherry Wall
Chancery Clerk

COUNTY OF LAFAYETTE, STATE OF MISSISSIPPI

I, Sherry Wall, 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

_____
Sherry Wall
Chancery Clerk

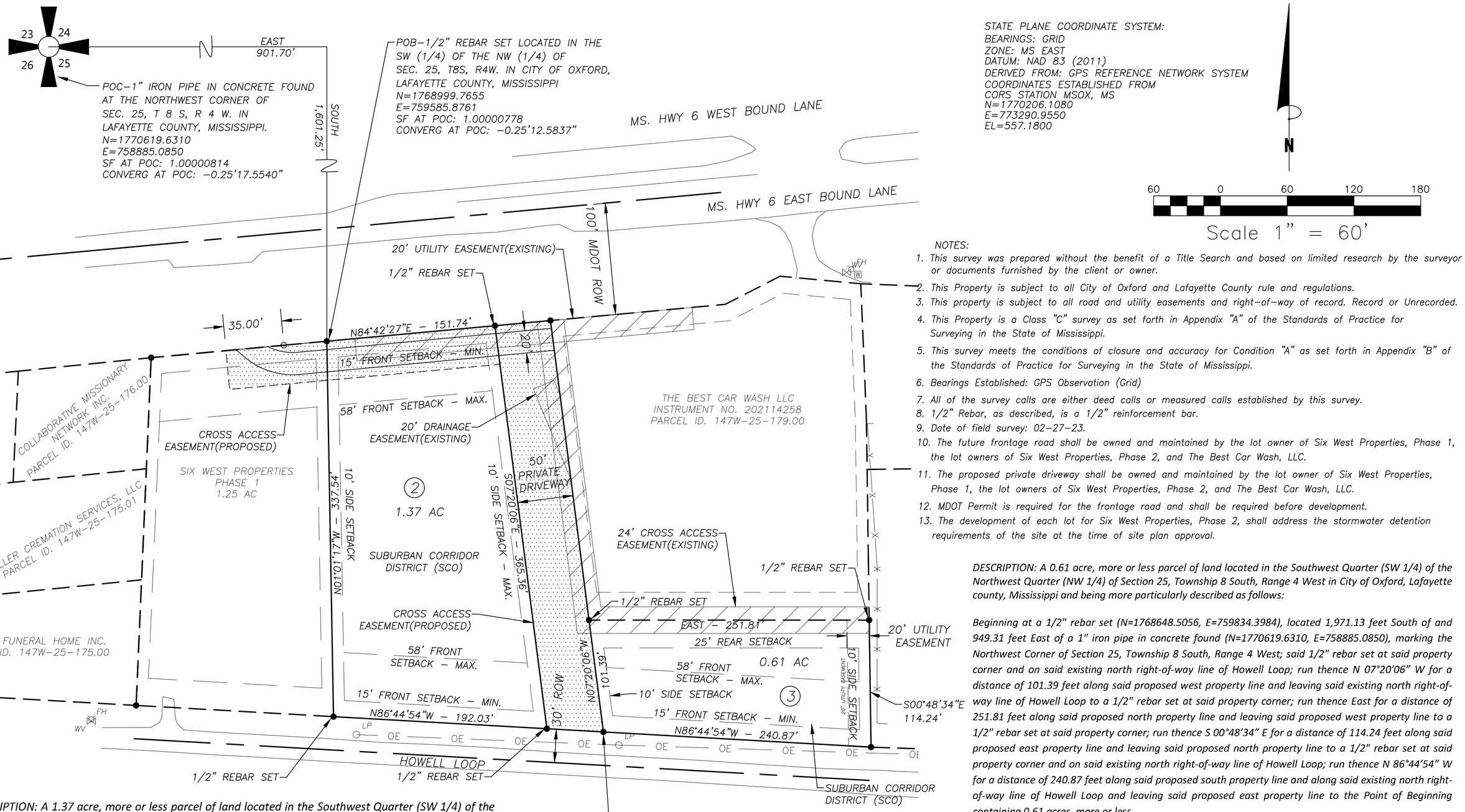
ELLIOTT & BRITT ENGINEERING, P.A.
OXFORD - BATESVILLE - NEW ALBANY - HOLLY SPRINGS
(662) 234-1763
WWW.ELLIOTTBRITT.COM

Final Plat of Subdivision:

Six West Properties, Phase 2 Subdivision

City of Oxford, Lafayette County, Mississippi

DRAWN	GBA
CHECKED	KWM
ENGINEER	KWM
DATE	3.5.2024



STATE PLANE COORDINATE SYSTEM:
BEARINGS: GRID
ZONE: MS EAST
DATUM: NAD 83 (2011)
DERIVED FROM: GPS REFERENCE NETWORK SYSTEM
COORDINATES ESTABLISHED FROM
CORS STATION MSOX, MS
N=1770206.1080
E=773290.9550
EL=557.1800

N

60 0 60 120 180

Scale 1" = 60'

NOTES:

1. This survey was prepared without the benefit of a Title Search and based on limited research by the surveyor or documents furnished by the client or owner.
2. This Property is subject to all City of Oxford and Lafayette County rule and regulations.
3. This property is subject to all road and utility easements and right–of–way of record. Record or Unrecorded.
4. This Property is a Class "C" survey as set forth in Appendix "A" of the Standards of Practice for 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 established by this survey.
8. 1/2" Rebar, as described, is a 1/2" reinforcement bar.
9. Date of field survey: 02–27–23.
10. The future frontage road shall be owned and maintained by the lot owner of Six West Properties, Phase 1, the lot owners of Six West Properties, Phase 2, and The Best Car Wash, LLC.
11. The proposed private driveway shall be owned and maintained by the lot owner of Six West Properties, Phase 1, the lot owners of Six West Properties, Phase 2, and The Best Car Wash, LLC.
12. MDOT Permit is required for the frontage road and shall be required before development.
13. The development of each lot for Six West Properties, Phase 2, shall address the stormwater detention requirements of the site at the time of site plan approval.

DESCRIPTION: A 0.61 acre, more or less parcel of land located in the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 25, Township 8 South, Range 4 West in City of Oxford, Lafayette county, Mississippi and being more particularly described as follows:

Beginning at a 1/2" rebar set (N=1768648.5056, E=759834.3984), located 1,971.13 feet South of and 949.31 feet East of a 1" iron pipe in concrete found (N=1770619.6310, E=758885.0850), marking the Northwest Corner of Section 25, Township 8 South, Range 4 West; said 1/2" rebar set at said property corner and on said existing north right-of-way line of Howell Loop; run thence N 07°20'06" W for a distance of 101.39 feet along said proposed west property line and leaving said existing north right-of-way line of Howell Loop to a 1/2" rebar set at said property corner; run thence East for a distance of 251.81 feet along said proposed north property line and leaving said proposed west property line to a 1/2" rebar set at said property corner; run thence S 00°48'34" E for a distance of 114.24 feet along said proposed east property line and leaving said proposed north property line to a 1/2" rebar set at said property corner and on said existing north right-of-way line of Howell Loop; run thence N 86°44'54" W for a distance of 240.87 feet along said proposed south property line and along said existing north right-of-way line of Howell Loop and leaving said proposed east property line to the Point of Beginning containing 0.61 acres, more or less.

DESCRIPTION: A 1.37 acre, more or less parcel of land located in the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 25, Township 8 South, Range 4 West in City of Oxford, Lafayette county, Mississippi and being more particularly described as follows:

Beginning at a 1/2" rebar set (N=1768999.76555, E=759585.8761), located 1,601.25 feet South of and 901.70 feet East of a 1" iron pipe in concrete found (N=1770619.6310, E=758885.0850), marking the Northwest Corner of Section 25, Township 8 South, Range 4 West; said 1/2" rebar set at said property corner and on the south right-of-way line of MS Highway 6; run thence N 84°42'27" E for a distance of 151.74 feet along said proposed north property line and along said existing south right-of-way line of MS Highway 6 to a 1/2" rebar set at said property corner; run thence S 07°20'06" E for a distance of 365.36 feet along said proposed east property line and leaving said existing south right-of-way line of MS Highway 6 to a 1/2" rebar set at said property corner on said existing north right-of-way line of Howell Loop; run thence N 86°44'54" W for a distance of 192.03 feet along said proposed south property line and along said existing north right-of-way line of Howell Loop and leaving said proposed east property to a 1/2" rebar set at said property corner; run thence N 01°01'17" W for a distance of 337.54 feet along said proposed west property line and leaving said existing north right-of-way line of Howell Loop and leaving said proposed south property line to the Point of Beginning containing 1.37 acres, more or less.

POB–1/2" REBAR SET LOCATED IN THE
SW (1/4) OF THE NW (1/4) OF
SEC. 25, T8S, R4W. IN CITY OF OXFORD,
LAFAYETTE COUNTY, MISSISSIPPI
N=1768648.5056
E=759834.3984
SF AT POC: 1.00000765
CONVERG AT POC: –0.25'10.8561"

SURVEYORS CERTIFICATION:

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 hereon for the purpose of accurately describing the same and that this plat represents said premises as surveyed on the ground by me or under my direct supervision and is true and accurate to the best of my knowledge.

Larry L. Britt PS#2078 Date:

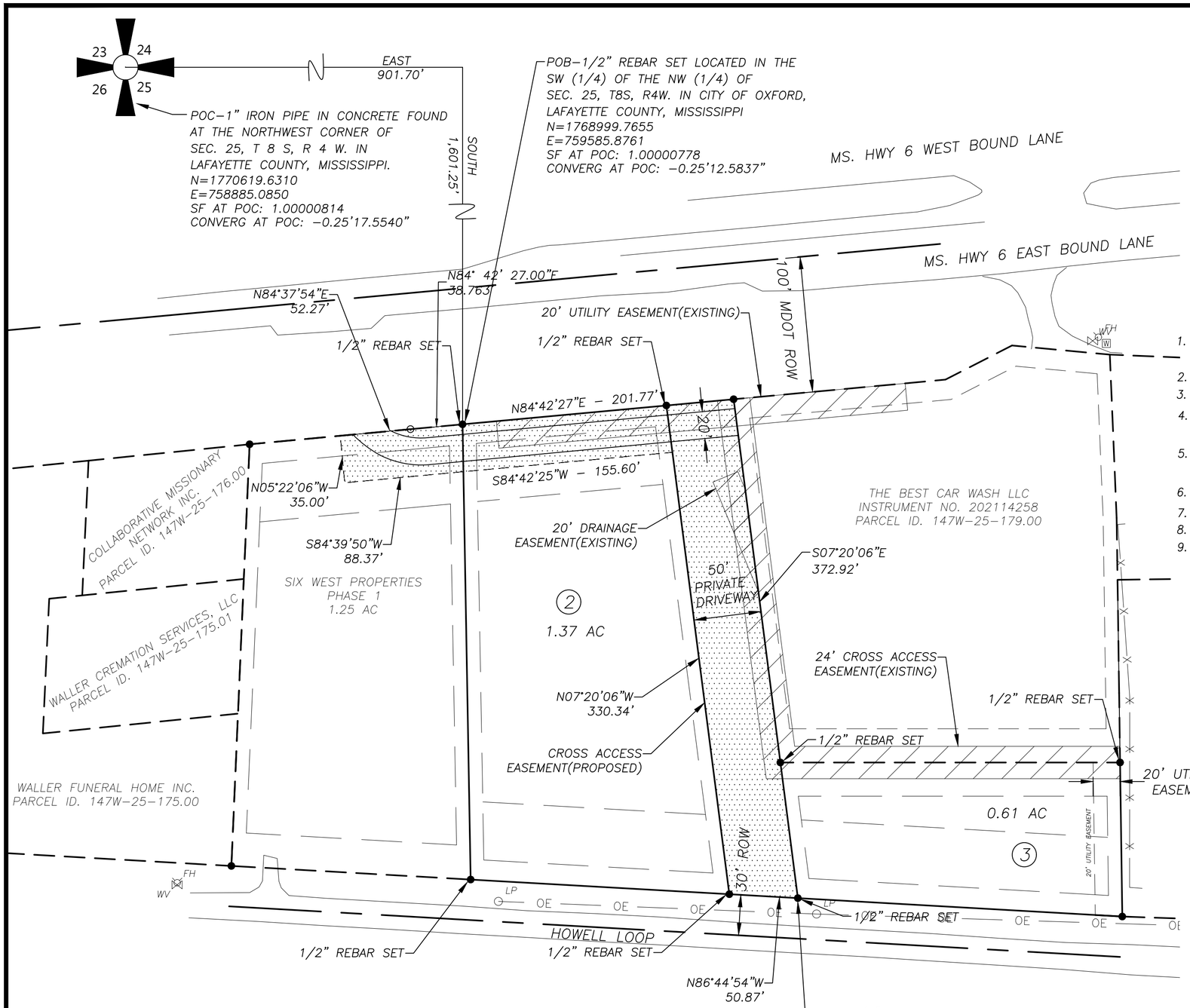
ELLIOTT & BRITT ENGINEERING, P.A.
OXFORD - BATESVILLE - NEW ALBANY - HOLLY SPRINGS
(662) 234-1763
WWW.ELLIOTTBRITT.COM

Final Plat of Subdivision:

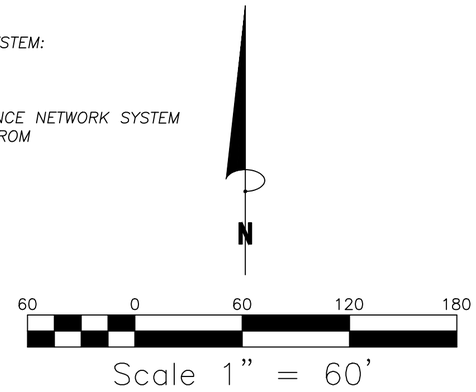
Six West Properties Phase 2 Subdivision

City of Oxford, Lafayette County, Mississippi

DRAWN	GBA
CHECKED	LLB
ENGINEER	KWM
DATE	3.5.2024



STATE PLANE COORDINATE SYSTEM:
BEARINGS: GRID
ZONE: MS EAST
DATUM: NAD 83 (2011)
DERIVED FROM: GPS REFERENCE NETWORK SYSTEM
COORDINATES ESTABLISHED FROM
CORS STATION MSOX, 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 by the client or owner.
2. This Property is subject to all City of Oxford and Lafayette County rule and regulations.
3. This property is subject to all road and utility easements and right–of–way of record. Record or Unrecorded.
4. This Property is a Class "C" survey as set forth in Appendix "A" of the Standards of Practice for 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 established by this survey.
8. 1/2" Rebar, as described, is a 1/2" reinforcement bar.
9. Date of field survey: 02–27–23.

SYMBOL AND LINE LEGEND

FOC	FIBER OPTIC CABLE
LP	LIGHT POLE
S	SANITARY SEWER MANHOLE
LS	SANITARY SEWER LIFT STATION
SS	SANITARY SEWER
W	WATER METER
WV	WATER VALVE
FH	FIRE HYDRANT
W	DOMESTIC WATER
15" RCP	STORM DRAIN PIPE
	DRAINAGE SWALE/CREEK

SURVEYORS CERTIFICATION:

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 hereon for the purpose of accurately describing the same and that this plat represents said premises as surveyed on the ground by me 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

Final Plat of Subdivision:

Six West Properties Phase 2 Subdivision

City of Oxford, Lafayette County, Mississippi

DRAWN	GBA
CHECKED	LLB
ENGINEER	KWM
DATE	3.5.2024

THE CITY OF OXFORD
UTILITY CONTACTS

CITY CHIEF OPERATION OFFICER:
BART ROBINSON (662) 232-2315 bartr@oxfordms.net

CITY ENGINEER:
JOHN CRAWLEY (662) 232-2306 john@oxfordms.net

CITY DIRECTOR OF
PLANNING AND DEVELOPMENT:
BEN REQUET (662) 232-2305 bjrequet@oxfordms.net

OXFORD UTILITIES GENERAL MANAGER:
ROB NEELY (662) 232-2373 rneely@oxfordms.net

CITY WATER AND SEWER DEPARTMENT:
CHAD McCLARTY (662) 232-2399

CITY STREET DEPARTMENT:
KEN KNIGHT (662) 232-2357

ENVIRONMENTAL SERVICES DEPARTMENT:
AMBERLYN LILES (662) 232-2359 amberlyn@oxfordms.net

CITY DIRECTOR OF
BUILDINGS AND GROUNDS:
GREG PINION (662) 232-2302

CITY BUILDING OFFICIAL:
JOHNATHAN NIZELL (662) 232-2324 johnathan@oxfordms.net

TELEPHONE/FIBER:
SETH BAGWELL (662) 236-1491 rb7006@att.com

MAYOR
ROBYN TANNEHILL

BOARD OF ALDERMEN

RICK ADDY	WARD 1
MARK HUELSE	WARD 2
BRIAN HYNEMAN	WARD 3
KESHA HOWELL ATKINSON	WARD 4
PRESTON E. TAYLOR	WARD 5
JASON BAILEY	WARD 6
MARY MARTHA CROWE	AT-LARGE

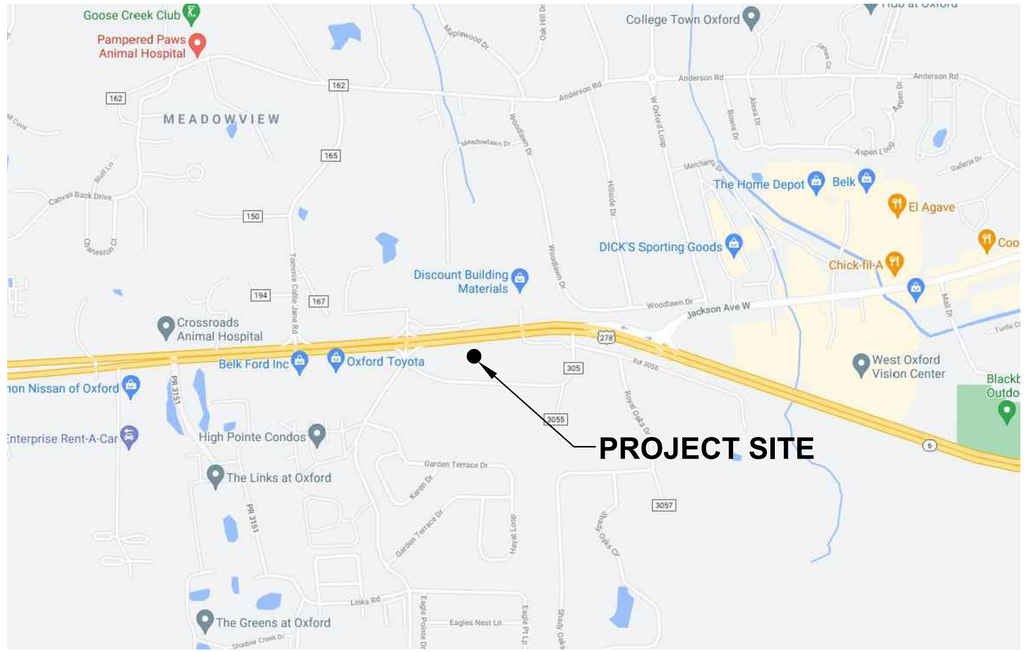
SITE PLANS FOR:

SIX WEST PROPERTIES PHASE 2

HIGHWAY 6 WEST
City of Oxford, Lafayette County, Mississippi

I N D E X

C.1 COVER SHEET
C.2 SITE LOCATION SHEET
C.3 EXISTING SITE
C.4 PROPOSED UTILITY LAYOUT
C.5 PROPOSED FORCE MAIN



VICINITY MAP *N.T.S.*

OWNERSHIP OF DOCUMENTS
THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICES, IS THE PROPERTY OF ELLIOTT AND BRITT ENGINEERING, P.A. AND IS NOT TO BE USED, IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORITY OF
ELLIOTT & BRITT ENGINEERING, P.A.

REVISION

SITE PLAN FOR:
SIX WEST PROPERTIES PHASE 2
OXFORD, MS
38655

DRAWN G B A
CHECKED K W M
ENGINEER K W M
DATE 3.5.2024
JOB NUMBER M116-037

ELLIOTT & BRITT ENGINEERING, P.A.
OXFORD · BATESVILLE · NEW ALBANY · HOLLY SPRINGS
(662) 234-1763
WWW.ELLIOTTBRITT.COM

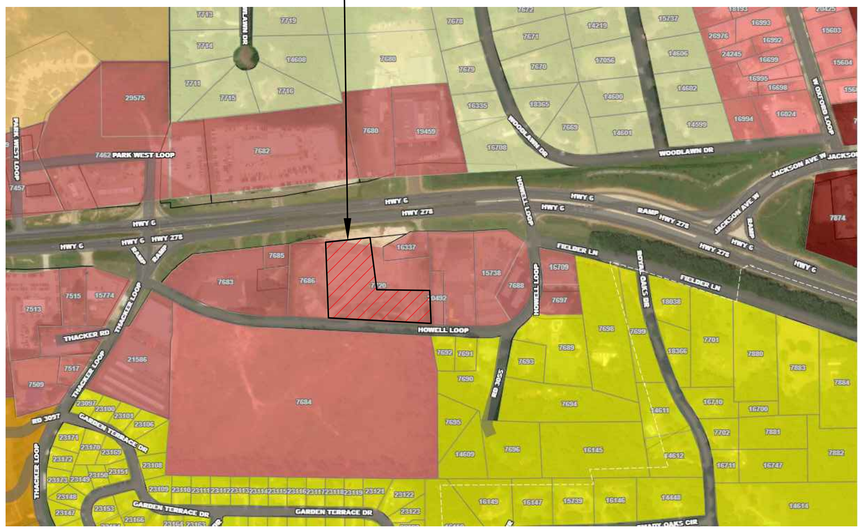
SHEET TITLE
COVER SHEET

SHEET NUMBER
C.1

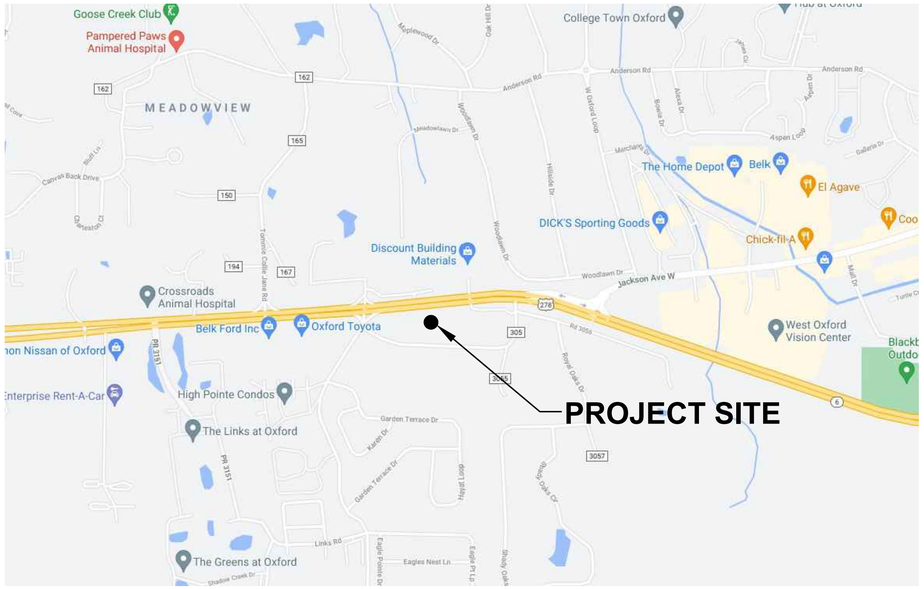
SITE LOCATION

AERIAL VIEW

SITE LOCATION



CURRENT ZONING MAP



VICNITY MAP

OWNERSHIP OF DOCUMENTS

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICES, IS THE PROPERTY OF ELLIOTT AND BRITT ENGINEERING, P.A. AND IS NOT TO BE USED, IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORITY OF ELLIOTT & BRITT ENGINEERING, P.A.

REVISION

SITE PLAN FOR:
SIX WEST PROPERTIES PHASE 2
OXFORD, MS
38655

DRAWN
G B A

CHECKED
K W M

ENGINEER
K W M

DATE
3.5.2024

JOB NUMBER
M116-037

ELLIOTT & BRITT ENGINEERING, P.A.
OXFORD • BATESVILLE • NEW ALBANY • HOLLY SPRINGS
(662) 234-1763
WWW.ELLIOTTBRITT.COM

SHEET TITLE
SITE LOCATION SHEET

SHEET NUMBER
C.2

EXISTING SITE NOTES

1. INFORMATION REGARDING THE PRESENCE, SIZE, CHARACTER, AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES RELATED TO UNDERGROUND UTILITIES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND SHALL BE CONSIDERED BY THOSE USING THIS SURVEY. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES RELATED TO UNDERGROUND UTILITIES SHOWN HEREON MAY BE INACCURATE AND UNDERGROUND UTILITIES AND STRUCTURES RELATED TO UNDERGROUND UTILITIES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE ENGINEER IS NOT RESPONSIBLE FOR THE CORRECTNESS OF SUFFICIENCY OF THIS INFORMATION REGARDING THE UNDERGROUND UTILITIES AND STRUCTURES RELATED TO UNDERGROUND UTILITIES SHOWN HEREON.
2. THIS SITE WAS CLEARED AND GRADED UNDER ANOTHER PROJECT IN 2017. A SITE PLAN WAS SUBMITTED 10-12-16 BEFORE THIS WORK WAS STARTED. ALL TREE MITIGATION FOR THIS SITE WAS HANDLED UNDER THAT SITE PLAN. THEREFORE, NO TREE MITIGATION SHALL BE REQUIRED FOR THIS SITE. ALL OTHER TREE REQUIREMENTS (FRONTAGE, LANDSCAPING, ETC.) SHALL REMAIN AND ARE ADDRESSED.

N

30 0 30 60 90

Scale 1" = 30'

HIGHWAY 6 EAST BOUND LANE

CONCRETE DRIVEWAY (EXISTING)

12" WATER LINE (EXISTING)

EXISTING SURFACE INLET (TO REMAIN) FL IN = 395.10

12" WATER LINE (EXISTING) (PUBLIC)

30" CONCRETE PIPE (EXISTING)

JUNCTION BOX (EXISTING)

12" WATER LINE (RECENTLY INSTALLED)

EXISTING 4'X6' BOX CULVERT

20' UTILITY EASEMENT

PROPERTY LINE

30" CONCRETE PIPE (EXISTING)

OLD 12" WATERLINE (ABANDONED) (PUBLIC)

73"X45" ARCHED PIPE

15' FRONT BUILD TO LINE

SURFACE INLET (EXISTING) FL IN = 395.10'

58' FRONT BUILD TO LINE

20' DRAINAGE EASEMENT

COLLABORATIVE MISSIONARY
INSTR. NO. 201701931
PARCEL ID - 147W-25-176.00
PPIN - 7685
SUBURBAN CORRIODR DISTRICT (SCO)

BEST CAR WASH LLC.
INSTR. NO. 201003573
PARCEL ID - 147W-25-020-B
PPIN - 16337
SUBURBAN CORRIODR DISTRICT (SCO)

JOHN CLARK HUDSON JR
INSTR. NO. 2008-2942
PARCEL ID - 147W-25-180.00
PPIN - 7688
SUBURBAN CORRIODR DISTRICT (SCO)

SIX WEST PROPERTIES PHASE 1
LOT 1

10' SIDE SETBACK

SIX WEST PROPERTIES PHASE 2
LOT 2
1.37 AC
SUBURBAN CORRIDOR DISTRICT (SCO)

10' SIDE SETBACK

N & G LLC
INSTR. NO. 2009-8623
PARCEL ID - 147W-25-194.00
PPIN - 20492
SUBURBAN CORRIODR DISTRICT (SCO)

WALLER CREMATION SERVICES LLC.
INSTR. NO. 201003573
PARCEL ID - 147W-25-175.01
PPIN - 33274
SUBURBAN CORRIODR DISTRICT (SCO)

24' CROSS ACCESS EASEMENT

EXISTING PROPERTY LINE

WALLER FUNERAL HOME INC.
INSTR. NO. 201509434
PARCEL ID - 147W-25-175.00
PPIN - 7683
SUBURBAN CORRIODR DISTRICT (SCO)

OLD WATER SERVICE

58' FRONT BUILD TO LINE

25' REAR SETBACK

58' FRONT SETBACK - MAX.

SIX WEST PROPERTIES PHASE 2
LOT 3
0.61 AC
SUBURBAN CORRIDOR DISTRICT (SCO)

10' SIDE SETBACK

20' UTILITY EASEMENT

10' SIDE SETBACK

EXISTING FENCE

12" PVC (EXISTING)

15' FRONT BUILD TO LINE

SURFACE INLET (EXISTING) TOP = 408.73'

15' FRONT SETBACK - MAX.

OLD SEWER SERVICE

30' ROW

HOWELL LOOP

30' ROW

EXISTING SEWER MH
TOP = 419.02
FL IN(N) = 412.11
FL IN(W) = 412.07
FL OUT(E) = 412.00

1 & 1/2" FORCE MAIN (PUBLIC)

EXISTING SEWER MH
TOP = 411.32
FL IN(W) = 404.81
FL OUT(E) = 404.68

8" WATER LINE (EXISTING) (PUBLIC)

EXISTING SEWER MH
FL IN(NW) = 403.98
FL IN(E) = 412.68
FL IN(E) = 409.12
FL OUT(S) = 403.87

1 & 1/2" FORCE MAIN (PUBLIC)

EXISTING LIFT STATION
TOP = 419.50
FL IN(N) = 403.70
FL OUT (FM) = 418.76
INVERT = 399.64

EXISTING SEWER MH
FL IN(SE) = 409.61
FL IN(E) = 415.52
FL IN(N) = 409.57
FL OUT(W) = 409.48

SYMBOL AND LINE LEGEND

- FOC — FIBER OPTIC CABLE
- LP — LIGHT POLE
- S — SANITARY SEWER MANHOLE
- LS — SANITARY SEWER LIFT STATION
- SS — SANITARY SEWER
- W — WATER METER
- WV — WATER VALVE
- FH — FIRE HYDRANT
- W — DOMESTIC WATER
- 15" RCP — STORM DRAIN PIPE
- DRAINAGE SWALE/CREEK

OWNERSHIP OF DOCUMENTS

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICES, IS THE PROPERTY OF ELLIOTT AND BRITT ENGINEERING, P.A. AND IS NOT TO BE USED, IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORITY OF

ELLIOTT & BRITT ENGINEERING, P.A.

REVISION

SITE PLAN FOR:

SIX WEST PROPERTIES PHASE 2

OXFORD, MS
38655

DRAWN: G B A

CHECKED: K W M

ENGINEER: K W M

DATE: 3.5.2024

JOB NUMBER: M116-037

ELLIOTT & BRITT ENGINEERING, P.A.
OXFORD - BATESVILLE - NEW ALBANY - HOLLY SPRINGS
(662) 234-1763
WWW.ELLIOTTBRITT.COM

SHEET TITLE: EXISTING SITE PLAN

SHEET NUMBER: C.3

N

30 0 30 60 90

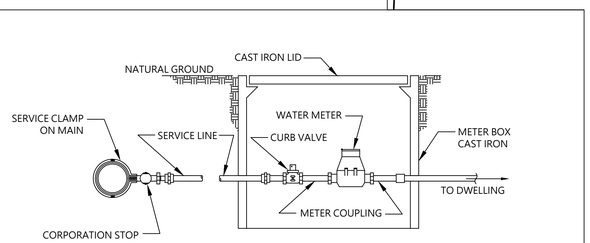
Scale 1" = 30'

SYMBOL AND LINE LEGEND

- FOC — FIBER OPTIC CABLE
- LP — LIGHT POLE
- S — SANITARY SEWER MANHOLE
- LS — SANITARY SEWER LIFT STATION
- SS — SANITARY SEWER
- W — WATER METER
- WV — WATER VALVE
- FH — FIRE HYDRANT
- W — DOMESTIC WATER
- 15" RCP — STORM DRAIN PIPE
- DRAINAGE SWALE/CREEK

PROPOSED UTILITY PLAN NOTES

1. CONTRACTOR SHALL INSTALL WATER AND SEWER UTILITIES ACCORDING TO CITY OF OXFORD'S SPECIFICATIONS.
2. CONTRACTOR IS TO FIELD VERIFY ALL UTILITY LINES PRIOR TO ORDERING ANY UTILITY MATERIALS TO VERIFY SIZE AND LOCATION OF EXISTING UTILITY LINES.



TYPICAL WATER METER ASSEMBLY (A)

NO SCALE

HIGHWAY 6 EAST BOUND LANE

FUTURE FRONTAGE ROAD

12" WATER LINE (EXISTING)

30" CONCRETE PIPE (EXISTING)

JUNCTION BOX (EXISTING)

12" WATER LINE (RECENTLY INSTALLED)

EXISTING 4'X6' BOX CULVERT

30" CONCRETE PIPE (EXISTING)

73"X45" ARCHED PIPE

SURFACE INLET (EXISTING) FL IN = 395.10'

FUTURE FRONTAGE ROAD

20' DRAINAGE EASEMENT

EXISTING SURFACE INLET (TO REMAIN) FL IN = 395.10

20' UTILITY EASEMENT

PROPERTY LINE

OLD 12" WATERLINE (ABANDONED)

CONCRETE DRIVEWAY (EXISTING)

12" WATER LINE (EXISTING)

SIX WEST PROPERTIES PHASE 1
LOT 1

SIX WEST PROPERTIES PHASE 2
LOT 2
1.37 AC
SUBURBAN CORRIDOR DISTRICT (SCO)

50' PRIVATE DRIVEWAY

EXISTING FIRE HYDRANT IS WITHIN ±430 FEET OF PROPERTY CORNER

24' CROSS ACCESS EASEMENT

SIX WEST PROPERTIES PHASE 2
LOT 3
0.61 AC
SUBURBAN CORRIDOR DISTRICT (SCO)

20' UTILITY EASEMENT

PROPOSED 8" SEWER LINE TO CONNECT TO EXISTING MANHOLE

SURFACE INLET (EXISTING) TOP = 408.73'

PROPOSED 8" SEWER LINE TO CONNECT TO EXISTING MANHOLE

OLD SEWER SERVICE

PROPOSED 2" WATER METER (PRIVATE)

PROPOSED 2" WATER LINE (PRIVATE)

PROPOSED 2" WATER METER (PRIVATE)

PROPOSED 2" WATER LINE (PRIVATE)

HOWELL LOOP

8" WATER LINE (EXISTING) (PUBLIC)

EXISTING SEWER MH
TOP = 419.02
FL IN(N) = 412.11
FL IN(W) = 412.07
FL OUT(E) = 412.00

EXISTING SEWER MH
TOP = 411.32
FL IN(W) = 404.81
FL OUT(E) = 404.68

EXISTING SEWER MH
TOP = 420.10
FL IN(NW) = 403.98
FL IN(E) = 412.68
FL IN(E) = 409.12
FL OUT(S) = 403.87

EXISTING LIFT STATION
TOP = 419.50
FL IN(N) = 403.70
FL OUT = 418.76
IN. = 399.64

EXISTING SEWER MH
TOP = 421.40
FL IN(SE) = 409.61
FL IN(E) = 415.52
FL IN(N) = 409.57
FL OUT(W) = 409.48

±409' FROM EXISTING FIRE HYDRANT TO PROPERTY CORNER

±348' FROM EXISTING FIRE HYDRANT TO WEST PROPERTY CORNER

OWNERSHIP OF DOCUMENTS

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICES, IS THE PROPERTY OF ELLIOTT AND BRITT ENGINEERING, P.A. AND IS NOT TO BE USED, IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORITY OF
ELLIOTT & BRITT ENGINEERING, P.A.

REVISION

SITE PLAN FOR:

SIX WEST PROPERTIES PHASE 2

OXFORD, MS
38655

DRAWN G B A

CHECKED K W M

ENGINEER K W M

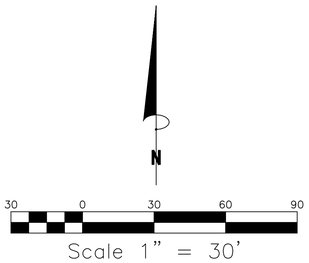
DATE 3.5.2024

JOB NUMBER M116-037

ELLIOTT & BRITT ENGINEERING, P.A.
OXFORD - BATESVILLE - NEW ALBANY - HOLLY SPRINGS
(662) 234-1763
WWW.ELLIOTTBRITT.COM

SHEET TITLE
PROPOSED UTILITY PLAN

SHEET NUMBER
C.4

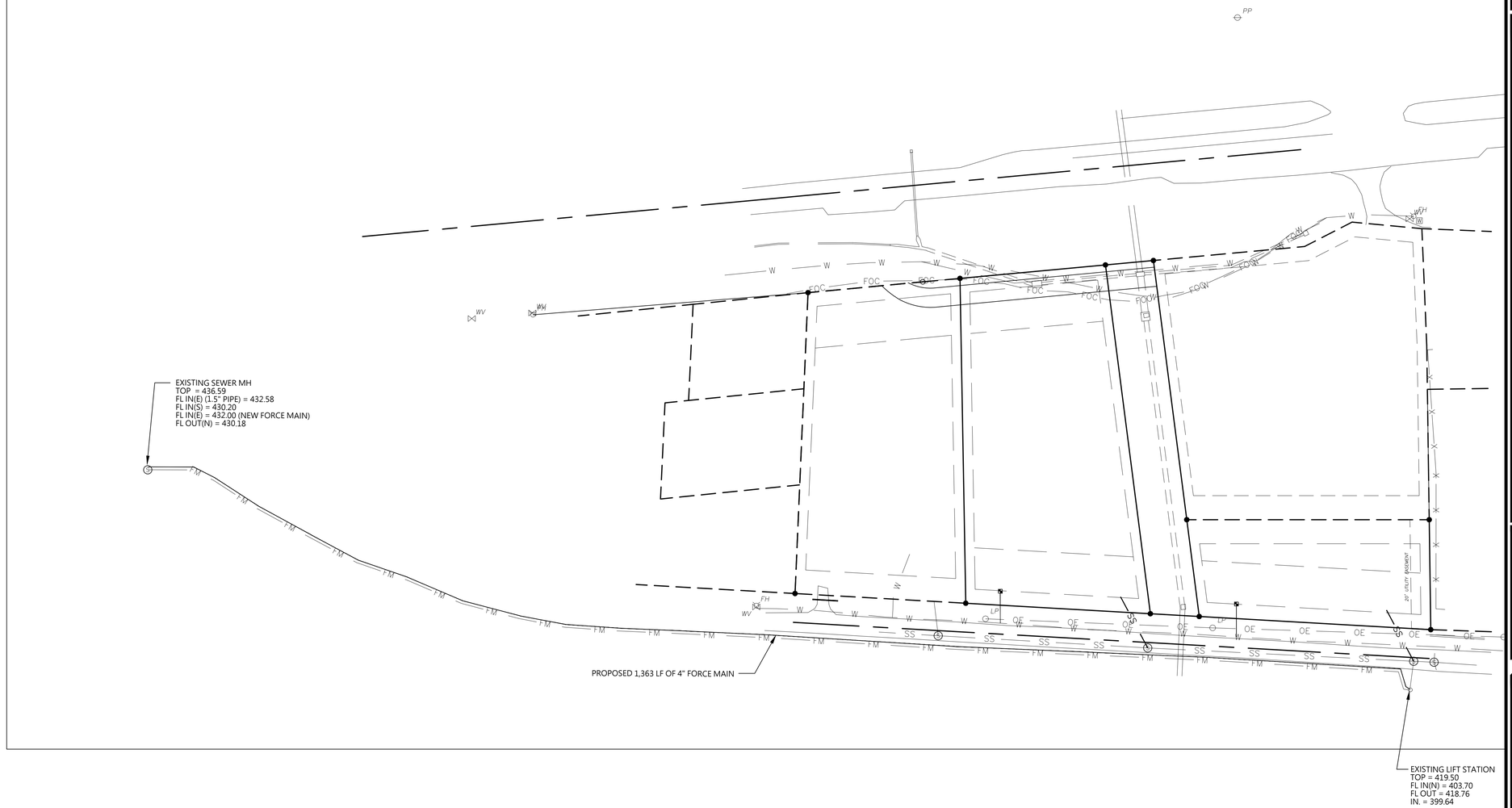


SYMBOL AND LINE LEGEND

- FOC — FIBER OPTIC CABLE
- LP — LIGHT POLE
- S — SANITARY SEWER MANHOLE
- LS — SANITARY SEWER LIFT STATION
- SS — SANITARY SEWER
- W — WATER METER
- WV — WATER VALVE
- FH — FIRE HYDRANT
- W — DOMESTIC WATER
- 15" RCP — STORM DRAIN PIPE
- DRAINAGE SWALE/CREEK

PROPOSED FORCE MAIN PLAN NOTES

1. CONTRACTOR SHALL INSTALL WATER AND SEWER UTILITIES ACCORDING TO CITY OF OXFORD'S SPECIFICATIONS.
2. CONTRACTOR IS TO FIELD VERIFY ALL UTILITY LINES PRIOR TO ORDERING ANY UTILITY MATERIALS TO VERIFY SIZE AND LOCATION OF EXISTING UTILITY LINES.
3. CONTRACTOR SHALL INSTALL A 4" FORCE MAIN FROM EXISTING LIFT STATION ON HOWELL LOOP TO EXISTING SEWER MANHOLE AT SOUTHEAST CORNER OF HOWELL LOOP/THACKER LOOP INTERSECTION.
4. LIFT STATION PUMPS SHALL BE SIZED PER THE MANUFACTURER'S RECOMMENDATION.
5. CONTRACTOR SHALL COORDINATE WITH CITY OF OXFORD DURING THE INSTALLATION OF FORCE MAIN AND PUMPS.



OWNERSHIP OF DOCUMENTS

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICES, IS THE PROPERTY OF ELLIOTT AND BRITT ENGINEERING, P.A. AND IS NOT TO BE USED, IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORITY OF ELLIOTT & BRITT ENGINEERING, P.A.

REVISION

SITE PLAN FOR:

SIX WEST PROPERTIES PHASE 2

OXFORD, MS

38655

DRAWN: G B A

CHECKED: K W M

ENGINEER: K W M

DATE: 3.5.2024

JOB NUMBER: M116-037

ELLIOTT & BRITT ENGINEERING, P.A.
OXFORD • BATESVILLE • NEW ALBANY • HOLLY SPRINGS
(662) 234-1763
WWW.ELLIOTTBRITT.COM

SHEET TITLE: PROPOSED UTILITY PLAN

SHEET NUMBER: C.5

OXFORD
PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Alderman
From: Ben Requet, AICP; Director of Planning
Date: November 5, 2024
RE: Request approval for a Preliminary Plat for Case #3150, Mike Halford, for 'The Grove at Grand Oaks, Phase 6B', for property located at Lakeshore Lane being further identified as PPIN #26136.

This request is for a Preliminary Plat approval for the Grove at Grand Oaks Phase 6B. The subject property is an undeveloped parcel measuring approximately 5 acres in the Grand Oaks II Planned Unit Development. According to the PUD Site Data Table, these 5 acres are located in Parcel 23B. Parcel 23B was originally 9.9 acres, and it allowed a total of 99 units to be constructed. In 2017, approximately 4.9 acres were subdivided, and developed the Cottages of Grand Oaks (a residential development consisting of a total of 21 units). The remaining density in Parcel 23B is 78 units. The applicant is proposing 8 single family detached lots, similar to other phases of the Grove at Grand Oaks. Lots in this proposed subdivision are approximately ½ acre in lot area.

Engineering provided comments related to Water & Sewer, and Storm Water in the Planning Commission Staff Report (Case #3150).

At the October 14, 2024 Planning Commission meeting, the Planning Commission unanimously recommended approval of the request for Preliminary Plat Approval for 'The Crossing at Oxford Commons' with the conditions that are listed in the staff report.

Recommendation: Staff recommends approval of the requested final plat for the 'Grove at Grand Oaks – Phase 6B' with the following conditions:

1. Approval is for the plans as submitted subject to any necessary technical revisions per the Site Plan Review Committee.

2. Approval of The Grove at Grand Oaks – Phase 6B, by the Mayor and Board of Aldermen.

3. Prior to the issuance of a building permit, each lot owner shall provide a landscaping plan that indicates the specimen, size and location of the required frontage trees to be installed in close proximity to the property line along Lakeshore Drive.

4. The applicant shall be responsible for the installation of frontage trees on the proposed common area.

5. All engineering comments related to preliminary site plan drawings are to be addressed before a land disturbance or building permit is issued.

6. Approval of the stormwater management plan.

7. Water connection and sewer fees shall be paid before building permits are issued.

8. The completed stormwater management facility must be certified by the civil engineer before certificates of occupancy are issued.

OXFORD
PLANNING
DEPARTMENT

Case #3150

To: Oxford Planning Commission
From: Benjamin Requet, AICP; Director of Planning
Date: October 14, 2024

Applicant: Mike Halford
Owner: CB Holdings, LLC
Request: Preliminary Subdivision Plat Approval for 'The Grove at Grand Oaks, Phase 6B'
Location: Lakeshore Lane (PPIN #26136)
Zoning: (PUD) Grand Oaks Planned Unit Development with Underlying Zoning of (SMF) Suburban Multi-Family

Surrounding Zoning:
North, East, South & West: (PUD) Grand Oaks II Planned Unit Development

Case History: Case #2196 – Preliminary Plat for Grove at Grand Oaks Ph 6A – June 2017
Case #2197 – Site Plan Approval for Cottages at Grand Oaks – June 2017
Case #2563 – Final Plat for Grove at Grand Oaks Ph 6A – November 2019

Planning Comments: The subject property is an undeveloped parcel measuring approximately 5 acres in the Grand Oaks II Planned Unit Development. According to the PUD Site Data Table, these 5 acres are located in Parcel 23B. Parcel 23B was originally 9.9 acres, and it allowed a total of 99 units to be constructed. In 2017, approximately 4.9 acres were subdivided, and developed the Cottages of Grand Oaks (a residential development consisting of a total of 21 units). The remaining density in Parcel 23B is 78 units. The applicant is proposing 8 single family detached lots, similar to other phases of the Grove at Grand Oaks. Lots in this proposed subdivision are approximately ½ acre in lot area.

This site is located in an area of established pine trees, but the submitting engineer notes that all pine trees are smaller than 24 inches in diameter and mitigation is not required for this site. The Land Development Code requires frontage trees be installed every 50' for a large tree, or every 35' for a small tree. A note is included on the plat that the installation of these trees will be the responsibility of the lot owners. There is a common area indicated on the subdivision that requires the installation of frontage trees and will be the responsibility of the developer. A condition of approval is added that addresses these concerns.

Engineering Comments: This project proposes to construct 8 new lots within the Grand Oaks Development. The development will have access to public streets via Northshore Lane and Lakeshore Drive.

Water and Sewer

Water and sewer to the site will connect to existing public infrastructure. Water and sewer infrastructure will be owned and maintained by the City of Oxford.

Stormwater Management

The proposed long-term stormwater management for this subdivision would be achieved by directing runoff to a proposed lake bordering the subdivision on the south side. A temporary stormwater management facility will be needed for this subdivision until the proposed lake is constructed.

The Engineering Department has not approved the Stormwater Management Plan for this project, but the engineering staff does not anticipate any issues preventing its approval.

Recommendation: Staff recommends approval of the Preliminary Plat for 'The Grove at Grand Oaks, Phase 6B' with the following conditions:

1. Approval is for the plans as submitted subject to any necessary technical revisions per the Site Plan Review Committee.

2. Approval of The Grove at Grand Oaks – Phase 6B, by the Mayor and Board of Aldermen.

3. Prior to the issuance of a building permit, each lot owner shall provide a landscaping plan that indicates the specimen, size and location of the required frontage trees to be installed in close proximity to the property line along Lakeshore Drive.

4. The applicant shall be responsible for the installation of frontage trees on the proposed common area.

5. All engineering comments related to preliminary site plan drawings are to be addressed before a land disturbance or building permit is issued.

6. Approval of the stormwater management plan.

7. Water connection and sewer fees shall be paid before building permits are issued.

8. The completed stormwater management facility must be certified by the civil engineer before certificates of occupancy are issued.

GRAND OAKS PHASE 6-B
PROJECT NARRATIVE
LAKESHORE DRIVE

Grand Oaks Phase 6-B is a Residential Subdivision Development located on Lakeshore Drive. The property is 5.00 AC and the current zoning is Suburban Multi-family (SMF).

The project is proposing 8 residential lots with a city street. Utility service will be provided by the City of Oxford.

Sincerely,

Joey Moore, P.E.
JM Engineering and Design, LLC
Oxford, MS 38655
662-801-8803

Grand Oaks

GRAND OAKS PUD II

NEW CLUBHOUSE

CART PATH 2

CART PATH 1

EXISTING GRAND OAKS PUD I

ENTRANCE

ST HWY 334

BELL RIVER ROAD

LAFAYETTE CO. SCHOOLS

MISSISSIPPI HIGHWAY 7

MISSISSIPPI HIGHWAY 6

INDUSTRIAL PARK DRIVE

O.U.S. DRIVE

TVA & NUMEPA R.O.W.

RC 1 9.7 Ac.
RC 2 8.7 Ac.
RC 4 16.0 Ac.
R-1A 3A 11.8 Ac.
3B 9.0 Ac. R-1A
6A R-1A 7.9 Ac.
6B 10.5 Ac. R-1A
6C R-1A
7C RC
7A RC 5.9 Ac.
RC 7B 15.2 Ac.
RC 8A 10.1 Ac.
8B 4.3 Ac. RC
9A 7.4 Ac. RC
9B 6.2 Ac. RC
9C 2.5 Ac.
R-1A 5A 5.98 Ac. PHASE IV
R-1A 5B 4.75 Ac.
28B 3.17 Ac. R-1A
29 1.5 Ac. C-E
C-E
28A 0.63 Ac.
Golf Course 45.07 Ac.
Driving Range
A CLUB FACILITY 15.3 Ac.
PHASE II 26 6.6 Ac. R-1A
PHASE I 25 17.7 Ac. R-1A
PHASE I 24 11.3 Ac. R-1A
PHASE III
RC 10A 11.3 Ac.
RC 10B 11.5 Ac.
RC 10C 5.9 Ac.
R-1A 11A 5.9 Ac.
R-1A 11B 7.1 Ac.
R-1A 18A 19.1 Ac.
R-1A 18B 3.4 Ac.
PROPOSED LAKE Total = 37.5 Ac.
RC 20B 9.3 Ac.
20A 8.0 Ac. RC
RC 19A 8.2 Ac.
23B 9.9 Ac. RC
R-1A 23A 8.6 Ac.
RC 23C 12.0 Ac.
A REC. 7.9 Ac.
A REC. 10.5 Ac.
PHASE IIIA
R-1A 22B 9.5 Ac.
RC 27 5.0 Ac.
22A 15.4 Ac. A
RC 21 19.9 Ac.
R-1A 12 21.8 Ac.
R-1A 13 27.0 Ac.
RC 14 6.9 Ac.
R-1A 15 18.4 Ac.
R-1A 16 12.7 Ac.
R-1A 17 47.7 Ac.
19B R-1A 29.9 Ac.

THE Country Club OF OXFORD

N E S W

SCALE: 1" = 400'
DATE: 10.03.05
REV: 10.24.14
REV: 02.10.16

Grand Oaks

PUD II Site Data

2-10-16
CORRECTED

Land Use	Zoned	Estimate Area	Max Density	Max Units	Owner
Club Site	Agricultural	15.3	CLUB SITE		CB Holding
Recreation 1	Agricultural	7.9	REC		CB Holding
Recreation 2	Agricultural	10.5	REC		CB Holding
Parcel 1	RC	9.7	6.1 du/ac.	59	Bell River Timber LLC
Parcel 2	RC	8.7	6.1 du/ac.	53	Bell River Timber LLC
Parcel 3A	R-1A	11.8	2.9 du/ac.	34	CB Holdings
Parcel 3B	R-1A	9.0	2.9 du/ac.	24	CB Holdings
Parcel 4	RC	16.0	6.1 du/ac.	98	CB Holdings
Parcel 5A	R-1A	5.98	0.8 du/ac.	5	CB Holdings
Parcel 5B	RC	4.93	6.4 du/ac.	30	CB Holdings
Parcel 6A	R-1A	7.9	3.1 du/ac.	24	CB Holdings
Parcel 6B	R-1A	10.5	3.1 du/ac.	32	CB Holdings
Parcel 6C	R-1A	0.5	LAKE		CB Holdings
Parcel 7A	RC	5.9	6.1 du/ac.	36	CB Holdings
Parcel 7B	RC	15.2	6.1 du/ac.	92	CB Holdings
Parcel 7C	RC	1.0	LAKE		CB Holdings
Parcel 8A	RC	10.1	10.0 du/ac.	101	CB Holdings
Parcel 8B	RC	4.3	10.0 du/ac.	43	CB Holdings
Parcel 9A	RC	7.4	10.0 du/ac.	74	CB Holdings
Parcel 9B	RC	6.2	10.0 du/ac.	62	CB Holdings
Parcel 9C	RC	2.5	LAKE		CB Holdings
Parcel 10A	RC	11.3	10.0 du/ac.	113	CB Holdings
Parcel 10B	RC	11.5	10.0 du/ac.	115	CB Holdings
Parcel 10C	RC	5.9	LAKE		CB Holdings
Parcel 11A	R-1A	5.9	3.1 du/ac.	18	CB Holdings
Parcel 11B	R-1A	7.1	3.1 du/ac.	22	RWB LTD PART.
Parcel 12	R-1A	21.8	3.4 du/ac.	74	RWB LTD PART.
Parcel 13	R-1A	27.0	3.4 du/ac.	91	RWB LTD PART.
Parcel 14	RC	6.9	10.0 du/ac.	69	RWB LTD PART.
Parcel 15	R-1A	18.4	3.1 du/ac.	57	RWB LTD PART.
Parcel 16	R-1A	12.7	3.1 du/ac.	39	RWB LTD PART.
Parcel 17	R-1A	47.7	3.1 du/ac.	147	RWB LTD PART.
Parcel 18A	R-1A	19.1	3.1 du/ac.	59	CB Holdings
Parcel 18B	R-1A	3.4	LAKE		CB Holdings
Parcel 19A	RC	8.2	6.1 du/ac.	50	CB Holdings
Parcel 19B	R-1A	29.9	3.4 du/ac.	102	CB Holdings
Parcel 20A	RC	8.0	10.0 du/ac.	80	CB Holdings
Parcel 20B	RC	9.3	LAKE		CB Holdings
Parcel 21	RC	19.9	6.1 du/ac.	121	CB Holdings
Parcel 22A	Agricultural	15.4	SCHOOL		OUS
Parcel 22B	R-1A	9.5	1.7 du/ac	16	OUS
Parcel 23A	R-1A	8.6	1.2 du/ac.	10	CB Holdings
Parcel 23B	RC	9.9	10.0 du/ac.	99	CB Holdings
Parcel 23C	RC'	12.6	LAKE		CB Holdings
Parcel 24	R-1A	11.3	1.2 du/ac.	13	CB Holdings
Parcel 25	R-1A	17.7	0.8 du/ac.	14	CB Holdings
Parcel 26	R-1A	6.6	0.9 du/ac.	6	CB Holdings
Parcel 27	RC	5.0	5.0 du/ac.	25	DNR, LLC
Parcel 28A	CE	0.638	1.0 du/ac	1	Roth
Parcel 28B	R-1A	3.17	1.0 du/ac	3	Roth
Parcel 29	CE	1.5	1.0 du/ac	1	Windham
Right-of-Way & Open Space/Buffers *		-			CB Holdings
Golf Course	Agricultural	45.07	GOLF COURSE		CB Holdings
Total Residential		**496.408**			
Total Project Area**		**592.108**		**2112**	

Unit type breakdown

Type	Units	Estimate Acreage
R-1A	790	295.77
RC	1320	198.5
Agri		94.17
CE	2	2.138
	2112	**590.578**

* Right-of-Way, Lakes and Open Space/Buffers are included in density per parcel and totals approximately 90.5 acres.

** The original acreage was shown as 580.9 in error.

The Grove at Grand Oaks Phase 6B

HALCO INVESTMENTS, LLC - Owner

OWNER'S CERTIFICATE

I, Michael Halford As Managing Member Of HALCO INVESTMENTS, 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 The Grove At Grand Oaks Phase 6B Subdivision, 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.

_____ _____

Michael Halford, Managing Member Notary Public

109 Cherry Bark Lane
Vicksburg, MS 39180

SURVEYOR'S CERTIFICATE

I Certify That The Within Plat Of The Grove At Grand Oaks Phase 6B Subdivision 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.

_____

Joseph Chad Mayer
Mississippi PS No. 3125

ENGINEER'S CERTIFICATE

I Certify That The Grove At Grand Oaks Phase 6B Subdivision 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.

_____

Joseph R Moore
Mississippi PE No. 28231

CITY ENGINEER'S CERTIFICATE

I Certify That HALCO INVESTMENTS, LLC Has Complied With One Of The Following Alternatives for The Grove At Grand Oaks Phase 6B Subdivision:

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, Michael Halford, Managing Member Of HALCO INVESTMENTS, 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.

OWNERSHIP OF DOCUMENTS
THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS AND SHALL REMAIN THE PROPERTY OF ELLIOTT & BRITT ENGINEERING, P.A. AND WAS NOT PREPARED FOR ANY PURPOSE OTHER THAN THE SPECIFIC PROJECT AND SHALL NOT BE USED ON ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORITY OF ELLIOTT & BRITT ENGINEERING, P.A.

REVISION

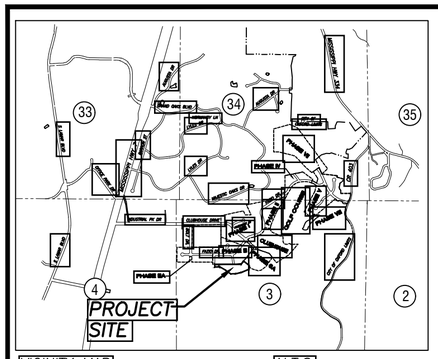
Preliminary Plat of Subdivision:
The Grove at Grand Oaks, Phase 6B
City of Oxford, Lafayette County, Mississippi

DRAWN: A L C
CHECKED: X X X
ENGINEER: X X X
DATE: 9/26/2024
JOB NUMBER: S116-024

ELLIOTT & BRITT ENGINEERING, P.A.
OXFORD - BATESVILLE - NEW ALBANY - HOLLY SPRINGS
(662) 234-1763
WWW.ELLIOTTBRITT.COM

SHEET TITLE: PLAT NOTES

SHEET NUMBER: 1 of 2

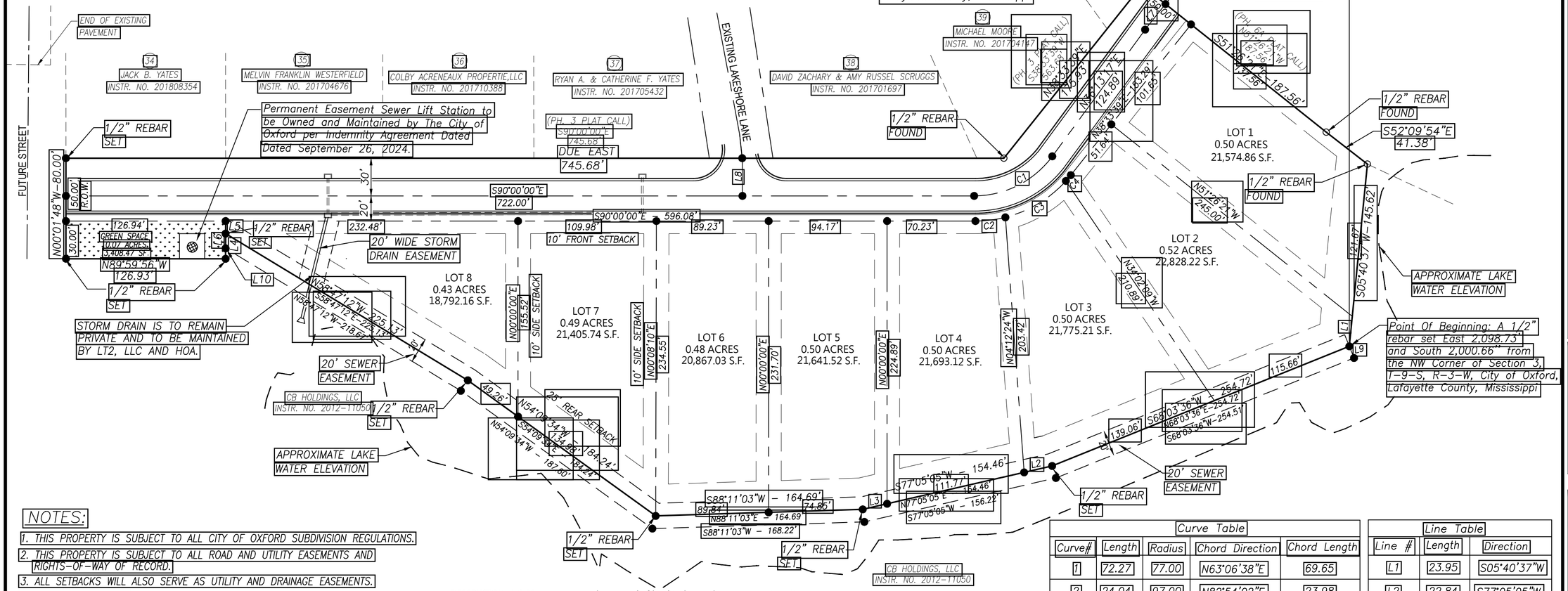


VICINITY MAP N.T.S.

PHASE 6B
±5.03 ACRES
ZONED: PUD-RC
PARCEL 23B

DESCRIPTION: A 5.06 acre, more or less parcel of land located in the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 3, Township 9 South, Range 3 West in the City of Oxford, Lafayette County, Mississippi and being more particularly described as follows:

Commencing at 18" Oak Tree commonly accepted as the Northwest Corner of Section 3, Township 9 South, Range 3 West, City of Oxford, Lafayette County, Mississippi; run thence Due East for a distance of 1,933.79 feet to a point; run thence Due South for a distance of 1,713.46 feet to a 1/2" rebar found marking the Point of Beginning of the herein described tract of land; run thence S 51°26'21" E for a distance of 187.56 feet to a 1/2" rebar found; run thence S 52°09'54" E for a distance of 41.38 feet to a 1/2" rebar found; run thence S 05°40'37" W for a distance of 145.62 feet to a 1/2" rebar set; run thence S 68°03'36" W for a distance of 254.72 feet to a 1/2" rebar set; run thence S 77°05'05" W for a distance of 154.46 feet to a 1/2" rebar set; run thence S 88°11'03" W for a distance of 164.69 feet to a 1/2" rebar set; run thence N 54°09'34" W for a distance of 184.24 feet to a 1/2" rebar set; run thence N 58°47'12" W for a distance of 225.13 feet to a 1/2" rebar set; run thence Due South for a distance of 20.00 feet to a 1/2" rebar set; run thence N 89°59'56" W for a distance of 126.93 feet to a 1/2" rebar set; run thence N 00°01'48" W for a distance of 80.00 feet to a 1/2" rebar set; run thence Due East for a distance of 745.68 feet to a 1/2" rebar found; run thence N 38°33'39" E for a distance of 175.93 feet to the Point of Beginning of the herein described tract of land, said tract of land containing 5.06 acres, more or less.



NOTES:

1. THIS PROPERTY IS SUBJECT TO ALL CITY OF OXFORD SUBDIVISION REGULATIONS.
2. THIS PROPERTY IS SUBJECT TO ALL ROAD AND UTILITY EASEMENTS AND RIGHTS-OF-WAY OF RECORD.
3. ALL SETBACKS WILL ALSO SERVE AS UTILITY AND DRAINAGE EASEMENTS.
4. BUILDING SETBACKS: FRONT-10 FEET, REAR-25 FEET, SIDES-10 FEET.
5. THIS PROPERTY DOES NOT LIE IN A FLOOD HAZARD AREA ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 2807C0259C, PANEL NO. 259, EFFECTIVE DATE NOVEMBER 26, 2010.
6. THIS PROPERTY IS A CLASS "B" SURVEY AS SET FORTH IN ACCURACY FOR CONDITION "A" AS SET FORTH IN APPENDIX "B" OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF MISSISSIPPI.
7. THIS SURVEY MEETS THE CONDITIONS OF CLOSURE AND APPENDIX "A" OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF MISSISSIPPI.
8. BEARINGS ESTABLISHED: GPS OBSERVATION (GEODETIC)
9. ALL OF THE SURVEY CALLS ARE EITHER DEED CALLS OR MEASURED CALLS ESTABLISHED BY THIS SURVEY.
10. 1/2" REBAR, AS DESCRIBED, IS A 1/2" REINFORCEMENT BAR.
11. DATE OF FIELD SURVEY: 7-16-2024.
12. THE CITY OF OXFORD MAINTENANCE FOR STORM DRAINAGE ENDS AT THE STREET RIGHT-OF-WAY LINE.
13. ALL GREEN SPACE AREAS SHALL BE MAINTAINED BY LT2, LLC AND HOA.

DESCRIPTION: A 0.23 acre, more or less parcel of land to be used as permanent sanitary sewer easement, being located in the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 3, Township 9 South, Range 3 West in the City of Oxford, Lafayette County, Mississippi and being more particularly described as follows:

Commencing at 18" Oak Tree commonly accepted as the Northwest Corner of Section 3, Township 9 South, Range 3 West, City of Oxford, Lafayette County, Mississippi; run thence Due East for a distance of 2,098.73 feet to a point; run thence Due South for a distance of 2,000.66 feet to a 1/2" rebar set marking the Point of Beginning of the herein described tract of land; run thence S 21°56'24" E for a distance of 10.00 feet to a 1/2" rebar set; run thence S 68°03'36" W for a distance of 254.51'; run thence S 77°05'05 W for a distance of 156.22 feet to a 1/2" rebar set; run thence S 88°11'03" W for a distance of 168.22 feet to a 1/2" rebar set; run thence N 54°09'34" W for a distance of 187.60 feet to a 1/2" rebar set; run thence N 58°47'12" W for a distance of 218.67 feet to a 1/2" rebar set; run thence Due North for a distance of 10.00 feet to a 1/2" rebar set; run thence S 58°47'12" E for a distance of 225.13 feet to a 1/2" rebar set; run thence S 54°09'34" E for a distance of 184.24 feet to a 1/2" rebar set; run thence N 88°11'03" E for a distance of 164.69 feet to a 1/2" rebar set; run thence N 77°05'05" E for a distance of 154.46 feet to a 1/2" rebar set; run thence N 68°03'36" E for a distance of 254.72 feet to the Point of Beginning of the herein described tract of land, said tract of land containing 0.23 acres, more or less.

All common property area(s) and stormwater management facilities (any infrastructure that controls or conveys stormwater runoff) shall be maintained in perpetuity and cannot be developed for any other use that would limit or cause to limit the use of the common property area(s) and stormwater management facilities. the common property area(s) and stormwater management facilities shall be owned and maintained by the Property Owners Association or the development. Each owner shall own a proportionate share, as defined in the covenants or other recorded documents, of the common property area(s) and stormwater management facilities. Each owner shall bear responsibility for the continued maintenance of the stormwater management facilities following the ordinances of the City of Oxford and Lafayette County. an owner's interest in the common property area(s) shall not be severed from their interest in their property.

The common property area parcel AD VALOREM tax value shall be assessed to each lot owner on a pro rata basis as part of each lot owner's total assessment.

The City of Oxford maintenance for storm drainage and stormwater management facilities is limited to that located within the City of Oxford's dedicated right-of-way or property owned by the City of Oxford.

Curve Table

Curve#	Length	Radius	Chord Direction	Chord Length
1	72.27	77.00	N63°06'38"E	69.65
2	24.04	97.00	N82°54'02"E	23.98
3	56.98	97.00	N58°58'18"E	56.17
4	6.06	97.00	N40°21'06"E	6.06

Line Table

Line #	Length	Direction
L1	23.95	S05°40'37"W
L2	22.84	S77°05'05"W
L3	19.86	S77°05'05"W
L4	10.00	Due North
L5	10.00	Due North
L6	30.00	Due South
L7	25.99	N38°28'09"E
L8	30.00	S00°00'00"W
L9	10.00	S21°56'24"E
L10	20.00	Due South

Note:
All lot owners area required to place a minimum of (2) two trees or (1) one tree every fifty feet feet of road frontage right-of-way. Trees placed at fifty feet spacing must be the type and size specified in Code 5.7 Landscape Standards of the City of Oxford Code Ordinance. Each lot owner will be required to show size, type and placement for review by the City of Oxford for site plan approval.

OWNERSHIP OF DOCUMENTS
THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF ELLIOTT & BRITT ENGINEERING, P.A. AND SHALL NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN AUTHORIZATION OF ELLIOTT & BRITT ENGINEERING, P.A.

REVISION

Preliminary Plat of Subdivision:
The Grove at Grand Oaks, Phase 6B
City of Oxford, Lafayette County, Mississippi

DRAWN A L C
CHECKED J M C
ENGINEER X X X
DATE 9/26/2024
JOB NUMBER S116-024

ELLIOTT & BRITT ENGINEERING, P.A.
OXFORD - BATESVILLE - NEW ALBANY - HOLLY SPRINGS
(662) 234-1763
WWW.ELLIOTTBRITT.COM

SHEET TITLE
PLAT BOUNDARY

SHEET NUMBER
2 of 2

GRAND OAKS - PH 6-B

LAKESHORE DRIVE

CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

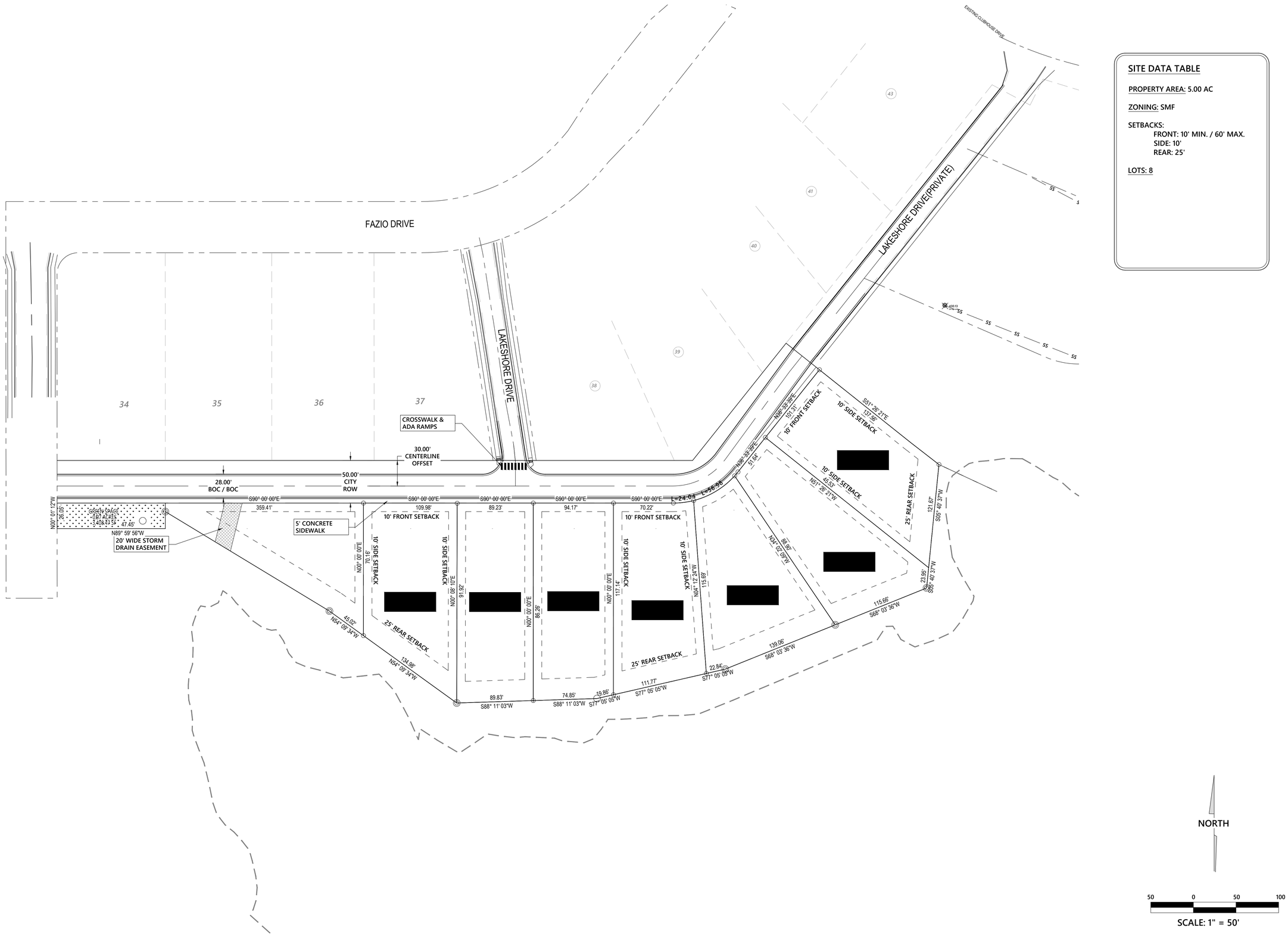
INDEX OF PLANS	
COVER SHEET	C-000
SITE LAYOUT	C-100
SITE MAPS	C-101
EXISTING CONDITIONS	C-200
TREE MITIGATION	C-201
CONNECTIVITY PLAN	C-300
UTILITY PLAN	C-500
WATER PLAN	C-501
SANITARY SEWER PLAN	C-502
STORM DRAINAGE PLAN	C-503
GRADING PLAN	C-600
PLAN AND PROFILES	C-601
EROSION CONTROL PLAN	C-700
SITE DETAILS	C-800
WATER DETAILS	C-801
SANITARY SEWER DETAILS	C-802
STORM DRAINAGE DETAILS	C-803
OUTLET CONTROL STRUCTURE DETAILS	C803-1
EROSION CONTROL DETAILS	C-804

JM ENGINEERING AND DESIGN, LLC
OXFORD, MS
(662) 801-8803

GRAND OAKS - 6-B
LAKESHORE DRIVE
CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY	JRM
CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	03/15/2024
SCALE	
REVISION	09/25/2024

C-000



SITE DATA TABLE

PROPERTY AREA: 5.00 AC

ZONING: SMF

SETBACKS:
- FRONT: 10' MIN. / 60' MAX.
- SIDE: 10'
- REAR: 25'

LOTS: 8

NORTH

50 0 50 100

SCALE: 1" = 50'

JM ENGINEERING AND DESIGN, LLC
OXFORD, MS
(662) 801-8803

SITE PLAN

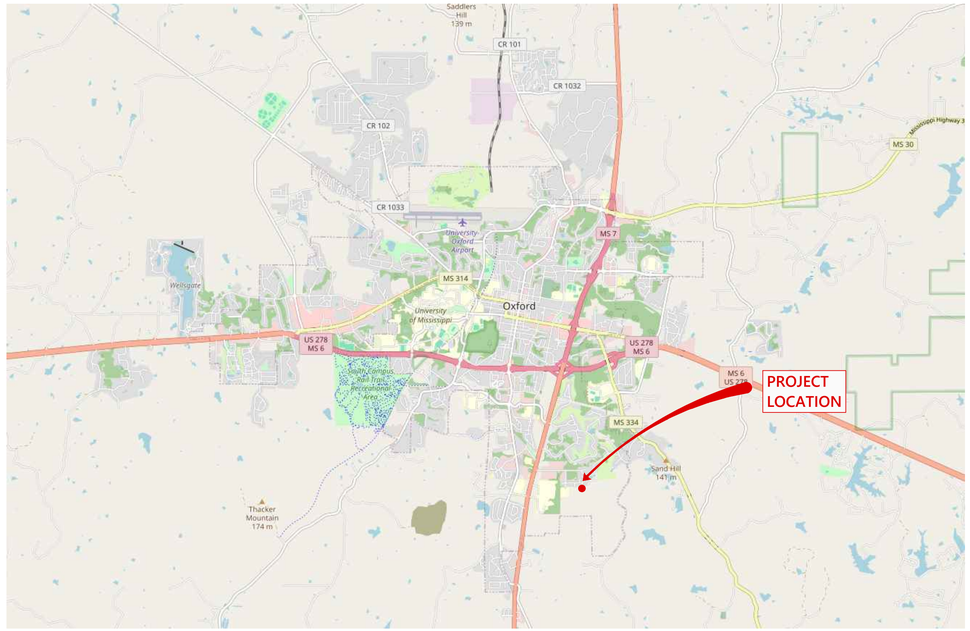
GRAND OAKS - 6-B

LAKESHORE DRIVE

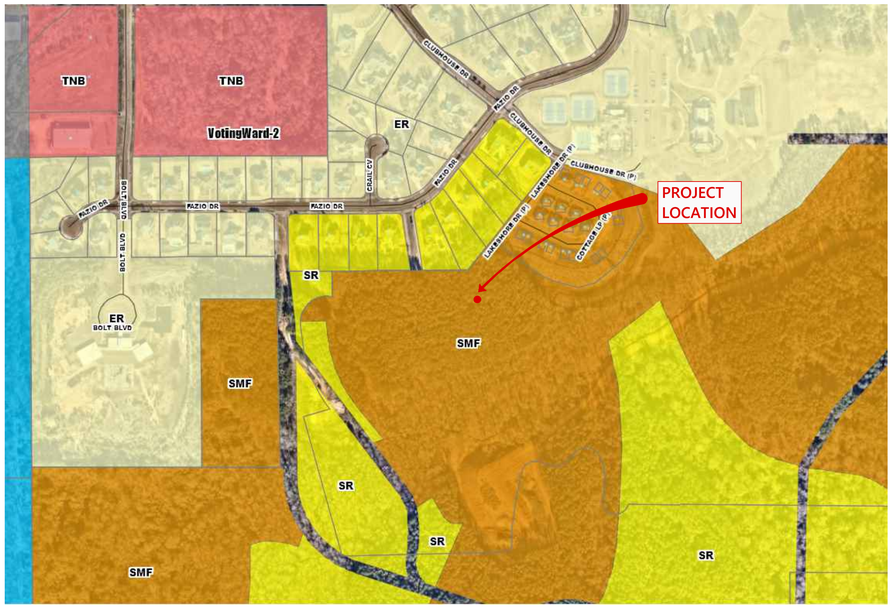
CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY	JRM
CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	03/15/2024
SCALE	1" = 50'
REVISION	09/25/2024

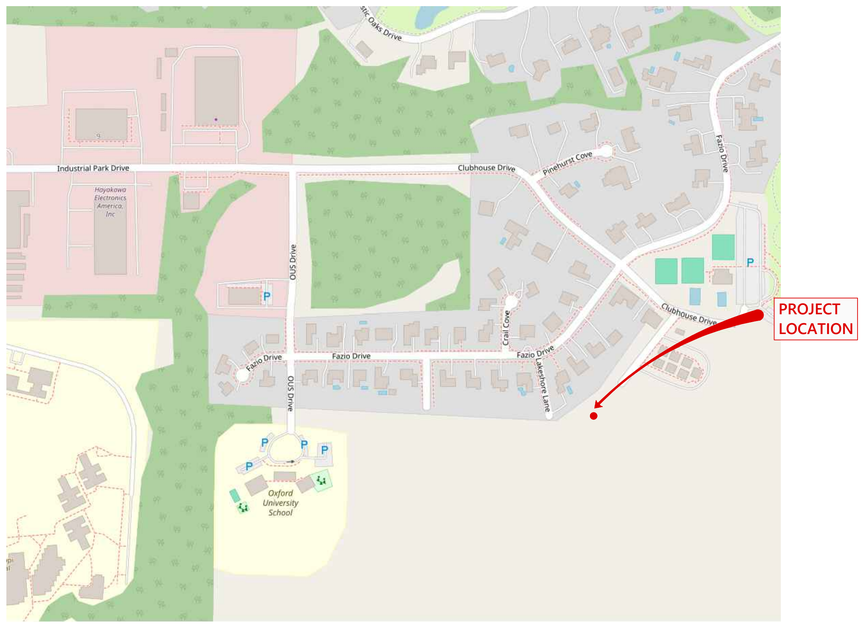
C-100



AREA MAP



ZONING MAP (ZONING: SMF)



LOCATION MAP

AERIAL MAP

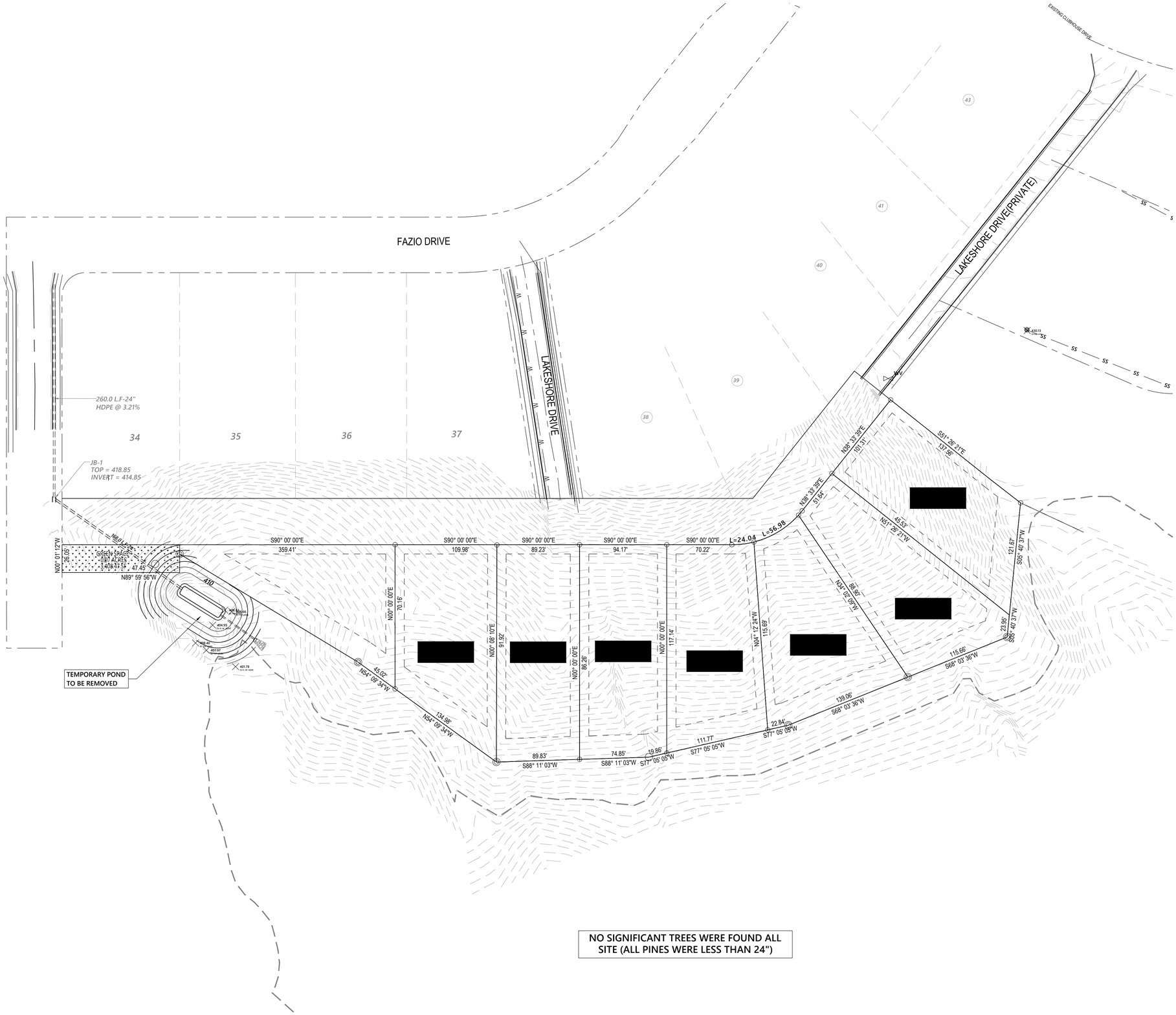
JM ENGINEERING AND DESIGN, LLC
OXFORD, MS
(662) 801-8803

SITE MAPS

GRAND OAKS - 6-B
LAKESHORE DRIVE
CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY	JRM
CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	03/15/2024
SCALE	
REVISION	09/25/2024

C-101



NO SIGNIFICANT TREES WERE FOUND ALL SITE (ALL PINES WERE LESS THAN 24")

NORTH

50 0 50 100

SCALE: 1" = 50'

JM ENGINEERING AND DESIGN, LLC
OXFORD, MS
(662) 801-8803

EXISTING CONDITIONS

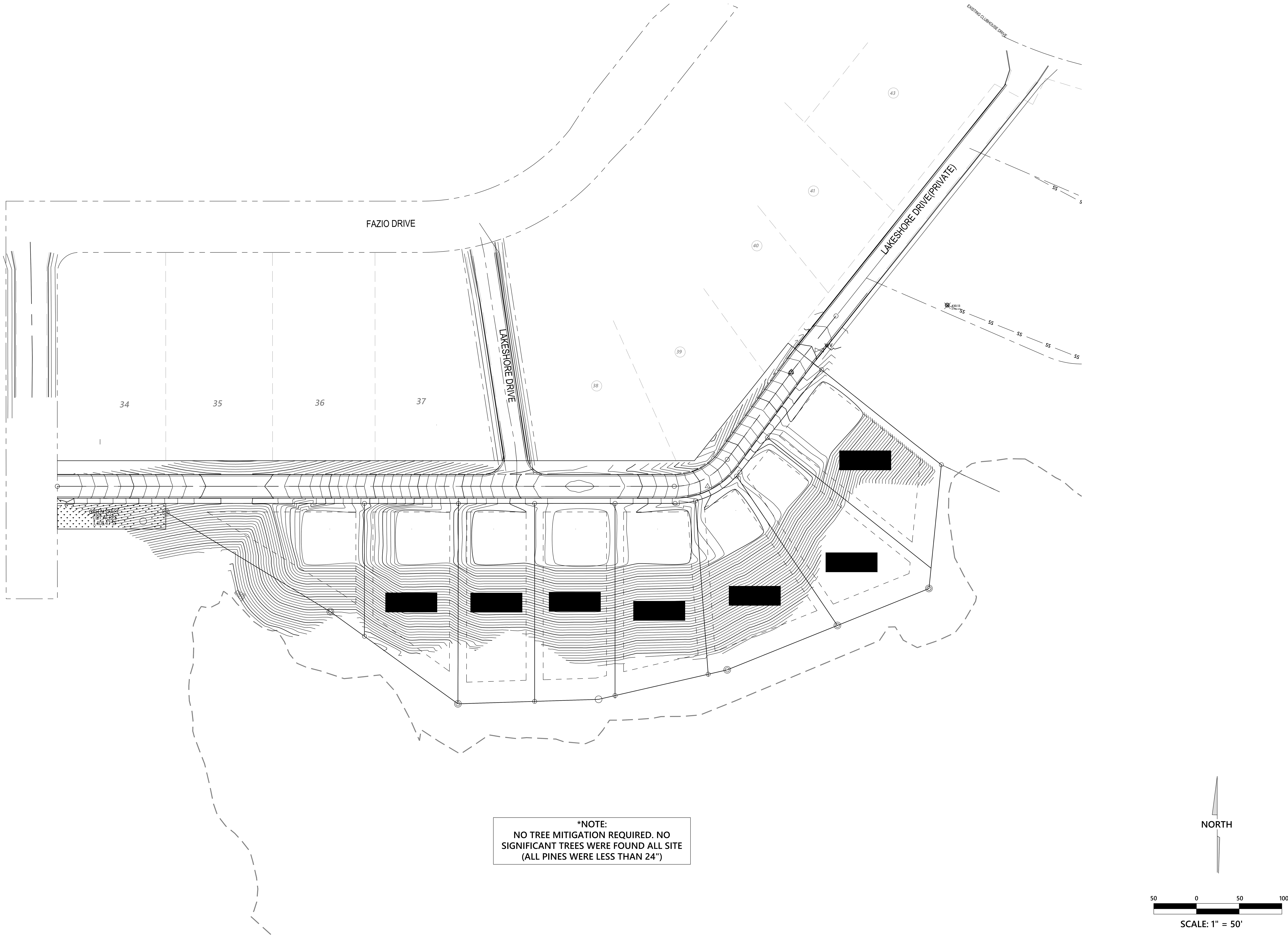
GRAND OAKS - 6-B

LAKESHORE DRIVE

CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY	JRM
CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	03/15/2024
SCALE	1" = 50'
REVISION	09/25/2024

C-200



*NOTE:
NO TREE MITIGATION REQUIRED. NO SIGNIFICANT TREES WERE FOUND ALL SITE (ALL PINES WERE LESS THAN 24")

JM ENGINEERING AND DESIGN, LLC
OXFORD, MS
(662) 801-8803

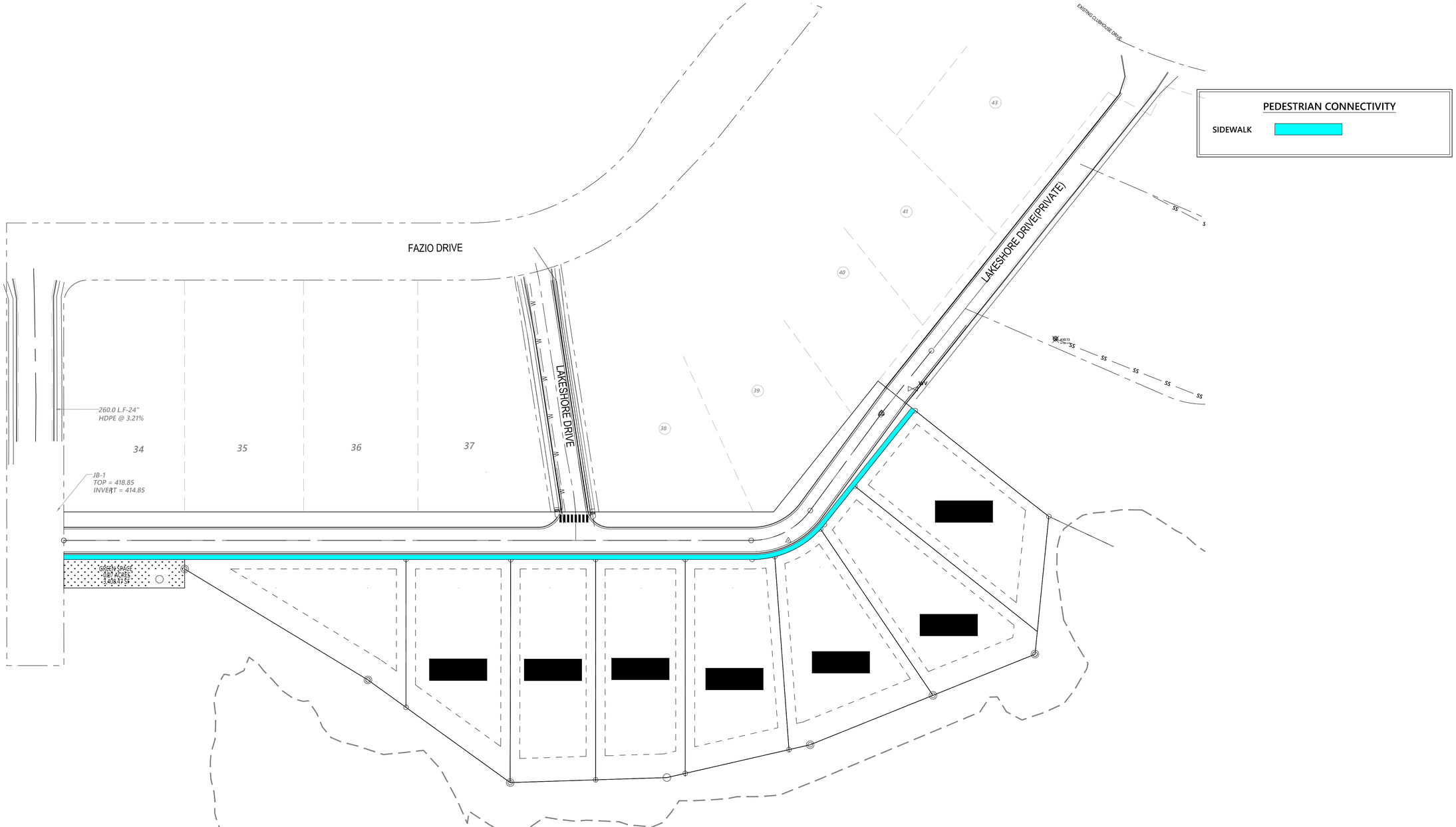
TREE MITIGATION

GRAND OAKS - 6-B

LAKESHORE DRIVE
CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY	JRM
CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	03/15/2024
SCALE	1" = 50'
REVISION	09/25/2024

C-201



JM ENGINEERING AND DESIGN, LLC
OXFORD, MS
(662) 801-8803

COMPLETE STREET PLAN

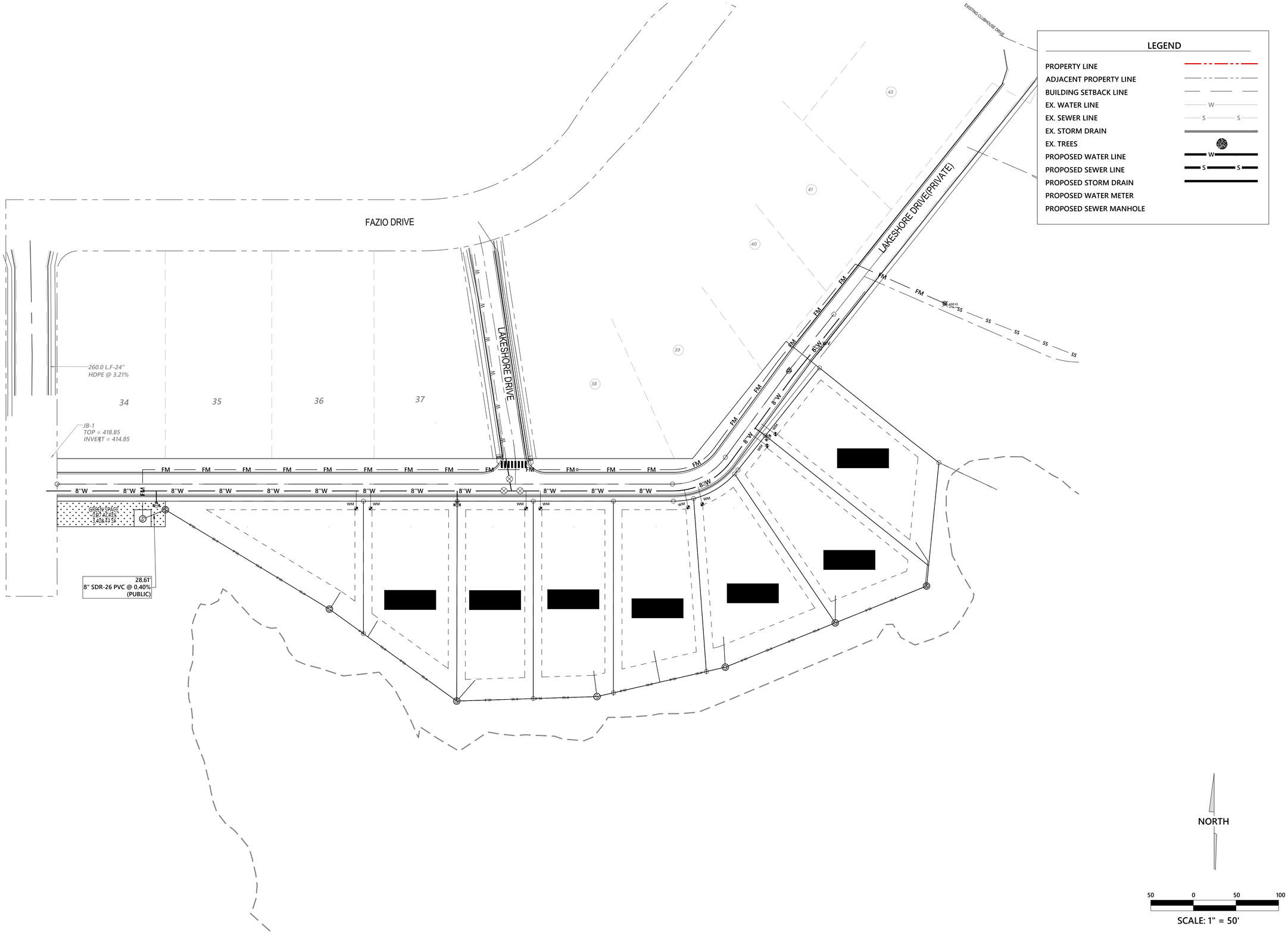
GRAND OAKS - 6-B

LAKESHORE DRIVE

CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY	JRM
CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	03/15/2024
SCALE	1" = 50'
REVISION	09/25/2024

C-300



JM ENGINEERING AND DESIGN, LLC
OXFORD, MS
(662) 801-8803

UTILITY PLAN

GRAND OAKS - 6-B

LAKESHORE DRIVE

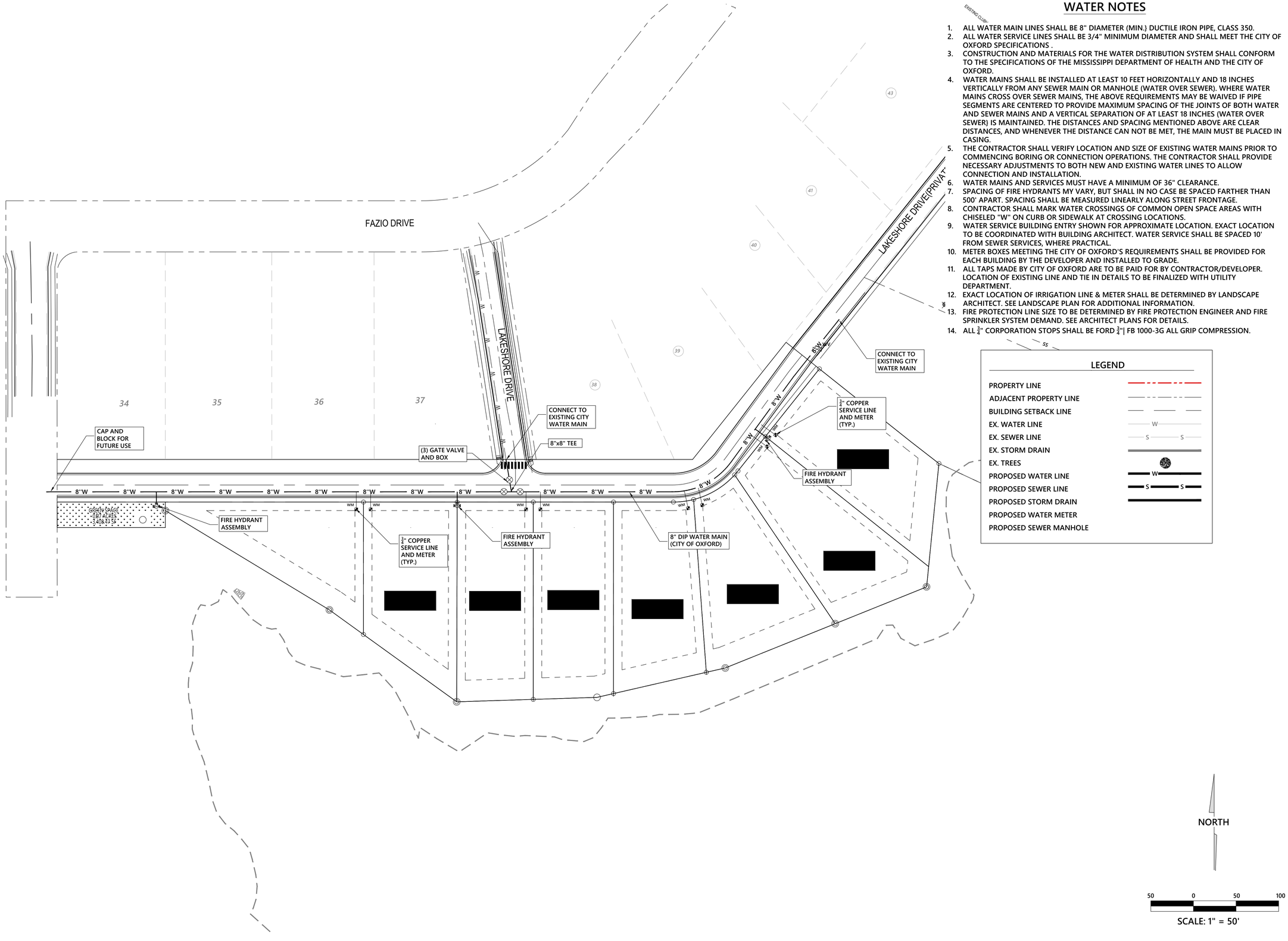
CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY	JRM
CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	03/15/2024
SCALE	1" = 50'
REVISION	09/25/2024

C-500

WATER NOTES

1. ALL WATER MAIN LINES SHALL BE 8" DIAMETER (MIN.) DUCTILE IRON PIPE, CLASS 350.
2. ALL WATER SERVICE LINES SHALL BE 3/4" MINIMUM DIAMETER AND SHALL MEET THE CITY OF OXFORD SPECIFICATIONS .
3. CONSTRUCTION AND MATERIALS FOR THE WATER DISTRIBUTION SYSTEM SHALL CONFORM TO THE SPECIFICATIONS OF THE MISSISSIPPI DEPARTMENT OF HEALTH AND THE CITY OF OXFORD.
4. WATER MAINS SHALL BE INSTALLED AT LEAST 10 FEET HORIZONTALLY AND 18 INCHES VERTICALLY FROM ANY SEWER MAIN OR MANHOLE (WATER OVER SEWER). WHERE WATER MAINS CROSS OVER SEWER MAINS, THE ABOVE REQUIREMENTS MAY BE WAIVED IF PIPE SEGMENTS ARE CENTERED TO PROVIDE MAXIMUM SPACING OF THE JOINTS OF BOTH WATER AND SEWER MAINS AND A VERTICAL SEPARATION OF AT LEAST 18 INCHES (WATER OVER SEWER) IS MAINTAINED. THE DISTANCES AND SPACING MENTIONED ABOVE ARE CLEAR DISTANCES, AND WHENEVER THE DISTANCE CAN NOT BE MET, THE MAIN MUST BE PLACED IN CASING.
5. THE CONTRACTOR SHALL VERIFY LOCATION AND SIZE OF EXISTING WATER MAINS PRIOR TO COMMENCING BORING OR CONNECTION OPERATIONS. THE CONTRACTOR SHALL PROVIDE NECESSARY ADJUSTMENTS TO BOTH NEW AND EXISTING WATER LINES TO ALLOW CONNECTION AND INSTALLATION.
6. WATER MAINS AND SERVICES MUST HAVE A MINIMUM OF 36" CLEARANCE.
7. SPACING OF FIRE HYDRANTS MY VARY, BUT SHALL IN NO CASE BE SPACED FARTHER THAN 500' APART. SPACING SHALL BE MEASURED LINEARLY ALONG STREET FRONTAGE.
8. CONTRACTOR SHALL MARK WATER CROSSINGS OF COMMON OPEN SPACE AREAS WITH CHISELED "W" ON CURB OR SIDEWALK AT CROSSING LOCATIONS.
9. WATER SERVICE BUILDING ENTRY SHOWN FOR APPROXIMATE LOCATION. EXACT LOCATION TO BE COORDINATED WITH BUILDING ARCHITECT. WATER SERVICE SHALL BE SPACED 10' FROM SEWER SERVICES, WHERE PRACTICAL.
10. METER BOXES MEETING THE CITY OF OXFORD'S REQUIREMENTS SHALL BE PROVIDED FOR EACH BUILDING BY THE DEVELOPER AND INSTALLED TO GRADE.
11. ALL TAPS MADE BY CITY OF OXFORD ARE TO BE PAID FOR BY CONTRACTOR/DEVELOPER. LOCATION OF EXISTING LINE AND TIE IN DETAILS TO BE FINALIZED WITH UTILITY DEPARTMENT.
12. EXACT LOCATION OF IRRIGATION LINE & METER SHALL BE DETERMINED BY LANDSCAPE ARCHITECT. SEE LANDSCAPE PLAN FOR ADDITIONAL INFORMATION.
13. FIRE PROTECTION LINE SIZE TO BE DETERMINED BY FIRE PROTECTION ENGINEER AND FIRE SPRINKLER SYSTEM DEMAND. SEE ARCHITECT PLANS FOR DETAILS.
14. ALL $\frac{3}{4}$" CORPORATION STOPS SHALL BE FORD $\frac{3}{4}$"| FB 1000-3G ALL GRIP COMPRESSION.



LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- BUILDING SETBACK LINE
- EX. WATER LINE
- EX. SEWER LINE
- EX. STORM DRAIN
- EX. TREES
- PROPOSED WATER LINE
- PROPOSED SEWER LINE
- PROPOSED STORM DRAIN
- PROPOSED WATER METER
- PROPOSED SEWER MANHOLE

NORTH

50 0 50 100

SCALE: 1" = 50'

JM ENGINEERING AND DESIGN, LLC
OXFORD, MS
(662) 801-8803

WATER PLAN

GRAND OAKS - 6-B

LAKESHORE DRIVE

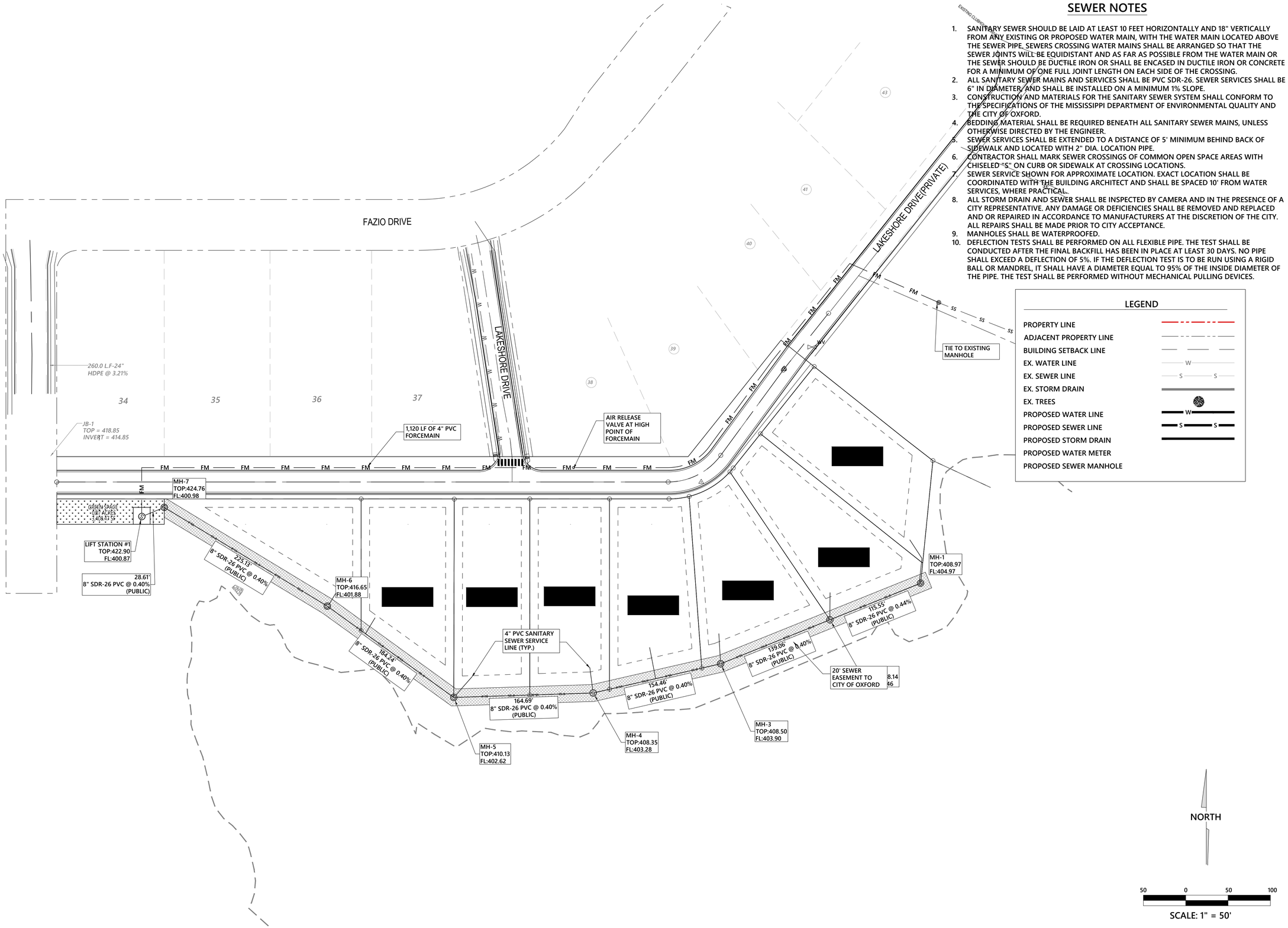
CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY	JRM
CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	03/15/2024
SCALE	1" = 50'
REVISION	09/25/2024

C-501

SEWER NOTES

1. SANITARY SEWER SHOULD BE LAID AT LEAST 10 FEET HORIZONTALLY AND 18" VERTICALLY FROM ANY EXISTING OR PROPOSED WATER MAIN, WITH THE WATER MAIN LOCATED ABOVE THE SEWER PIPE. SEWERS CROSSING WATER MAINS SHALL BE ARRANGED SO THAT THE SEWER JOINTS WILL BE EQUIDISTANT AND AS FAR AS POSSIBLE FROM THE WATER MAIN OR THE SEWER SHOULD BE DUCTILE IRON OR SHALL BE ENCASED IN DUCTILE IRON OR CONCRETE FOR A MINIMUM OF ONE FULL JOINT LENGTH ON EACH SIDE OF THE CROSSING.
2. ALL SANITARY SEWER MAINS AND SERVICES SHALL BE PVC SDR-26. SEWER SERVICES SHALL BE 6" IN DIAMETER, AND SHALL BE INSTALLED ON A MINIMUM 1% SLOPE.
3. CONSTRUCTION AND MATERIALS FOR THE SANITARY SEWER SYSTEM SHALL CONFORM TO THE SPECIFICATIONS OF THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY AND THE CITY OF OXFORD.
4. BEDDING MATERIAL SHALL BE REQUIRED BENEATH ALL SANITARY SEWER MAINS, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
5. SEWER SERVICES SHALL BE EXTENDED TO A DISTANCE OF 5' MINIMUM BEHIND BACK OF SIDEWALK AND LOCATED WITH 2" DIA. LOCATION PIPE.
6. CONTRACTOR SHALL MARK SEWER CROSSINGS OF COMMON OPEN SPACE AREAS WITH CHISELED "S" ON CURB OR SIDEWALK AT CROSSING LOCATIONS.
7. SEWER SERVICE SHOWN FOR APPROXIMATE LOCATION. EXACT LOCATION SHALL BE COORDINATED WITH THE BUILDING ARCHITECT AND SHALL BE SPACED 10' FROM WATER SERVICES, WHERE PRACTICAL.
8. ALL STORM DRAIN AND SEWER SHALL BE INSPECTED BY CAMERA AND IN THE PRESENCE OF A CITY REPRESENTATIVE. ANY DAMAGE OR DEFICIENCIES SHALL BE REMOVED AND REPLACED AND OR REPAIRED IN ACCORDANCE TO MANUFACTURERS AT THE DISCRETION OF THE CITY. ALL REPAIRS SHALL BE MADE PRIOR TO CITY ACCEPTANCE.
9. MANHOLES SHALL BE WATERPROOFED.
10. DEFLECTION TESTS SHALL BE PERFORMED ON ALL FLEXIBLE PIPE. THE TEST SHALL BE CONDUCTED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE AT LEAST 30 DAYS. NO PIPE SHALL EXCEED A DEFLECTION OF 5%. IF THE DEFLECTION TEST IS TO BE RUN USING A RIGID BALL OR MANDREL, IT SHALL HAVE A DIAMETER EQUAL TO 95% OF THE INSIDE DIAMETER OF THE PIPE. THE TEST SHALL BE PERFORMED WITHOUT MECHANICAL PULLING DEVICES.



LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- BUILDING SETBACK LINE
- EX. WATER LINE
- EX. SEWER LINE
- EX. STORM DRAIN
- EX. TREES
- PROPOSED WATER LINE
- PROPOSED SEWER LINE
- PROPOSED STORM DRAIN
- PROPOSED WATER METER
- PROPOSED SEWER MANHOLE

NORTH

50 0 50 100

SCALE: 1" = 50'

JM ENGINEERING AND DESIGN, LLC
OXFORD, MS
(662) 801-8803

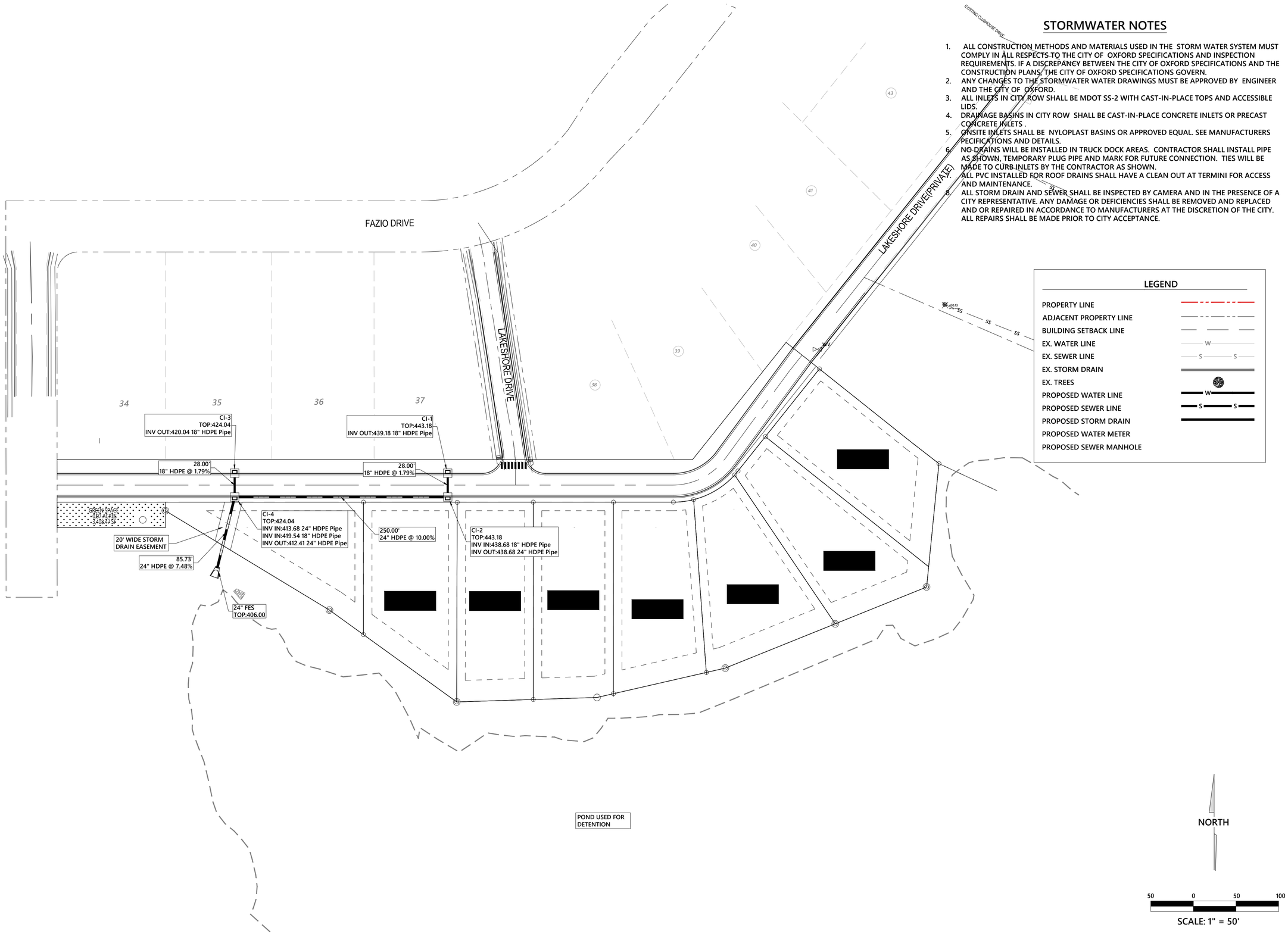
SANITARY SEWER PLAN
GRAND OAKS - 6-B
LAKESHORE DRIVE
CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY	JRM
CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	03/15/2024
SCALE	1" = 50'
REVISION	09/25/2024

C-502

STORMWATER NOTES

1. ALL CONSTRUCTION METHODS AND MATERIALS USED IN THE STORM WATER SYSTEM MUST COMPLY IN ALL RESPECTS TO THE CITY OF OXFORD SPECIFICATIONS AND INSPECTION REQUIREMENTS. IF A DISCREPANCY BETWEEN THE CITY OF OXFORD SPECIFICATIONS AND THE CONSTRUCTION PLANS, THE CITY OF OXFORD SPECIFICATIONS GOVERN.
2. ANY CHANGES TO THE STORMWATER WATER DRAWINGS MUST BE APPROVED BY ENGINEER AND THE CITY OF OXFORD.
3. ALL INLETS IN CITY ROW SHALL BE MDOT SS-2 WITH CAST-IN-PLACE TOPS AND ACCESSIBLE LIDS.
4. DRAINAGE BASINS IN CITY ROW SHALL BE CAST-IN-PLACE CONCRETE INLETS OR PRECAST CONCRETE INLETS .
5. ONSITE INLETS SHALL BE NYLOPLAST BASINS OR APPROVED EQUAL. SEE MANUFACTURERS PECIFICATIONS AND DETAILS.
6. NO DRAINS WILL BE INSTALLED IN TRUCK DOCK AREAS. CONTRACTOR SHALL INSTALL PIPE AS SHOWN, TEMPORARY PLUG PIPE AND MARK FOR FUTURE CONNECTION. TIES WILL BE MADE TO CURB INLETS BY THE CONTRACTOR AS SHOWN.
7. ALL PVC INSTALLED FOR ROOF DRAINS SHALL HAVE A CLEAN OUT AT TERMINI FOR ACCESS AND MAINTENANCE.
8. ALL STORM DRAIN AND SEWER SHALL BE INSPECTED BY CAMERA AND IN THE PRESENCE OF A CITY REPRESENTATIVE. ANY DAMAGE OR DEFICIENCIES SHALL BE REMOVED AND REPLACED AND OR REPAIRED IN ACCORDANCE TO MANUFACTURERS AT THE DISCRETION OF THE CITY. ALL REPAIRS SHALL BE MADE PRIOR TO CITY ACCEPTANCE.



LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- BUILDING SETBACK LINE
- EX. WATER LINE
- EX. SEWER LINE
- EX. STORM DRAIN
- EX. TREES
- PROPOSED WATER LINE
- PROPOSED SEWER LINE
- PROPOSED STORM DRAIN
- PROPOSED WATER METER
- PROPOSED SEWER MANHOLE

NORTH

50 0 50 100

SCALE: 1" = 50'

JM ENGINEERING AND DESIGN, LLC
OXFORD, MS
(662) 801-8803

STORM DRAINAGE PLAN

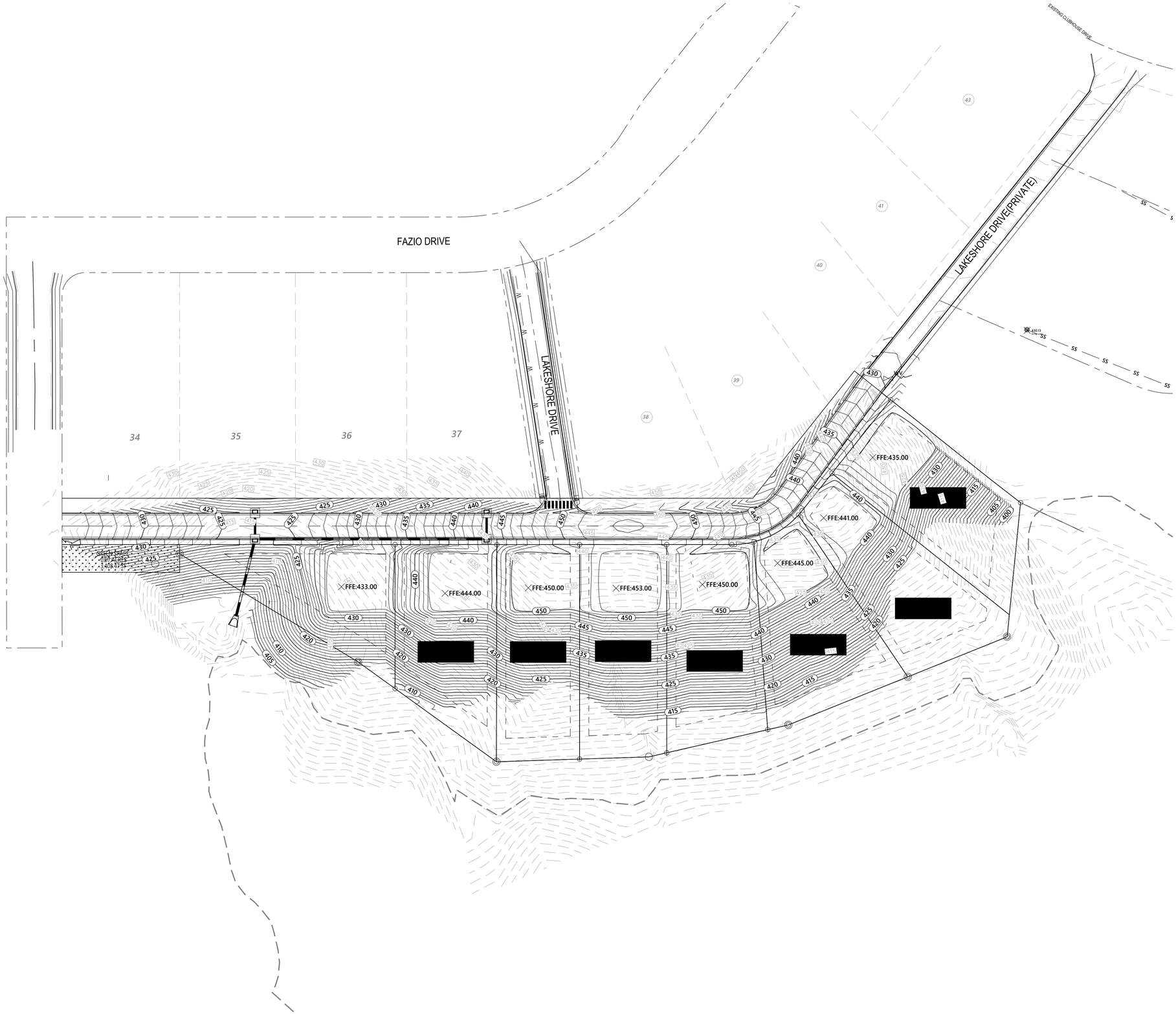
GRAND OAKS - 6-B

LAKESHORE DRIVE

CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY	JRM
CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	03/15/2024
SCALE	1" = 50'
REVISION	09/25/2024

C-503



JM ENGINEERING AND DESIGN, LLC
OXFORD, MS
(662) 801-8803

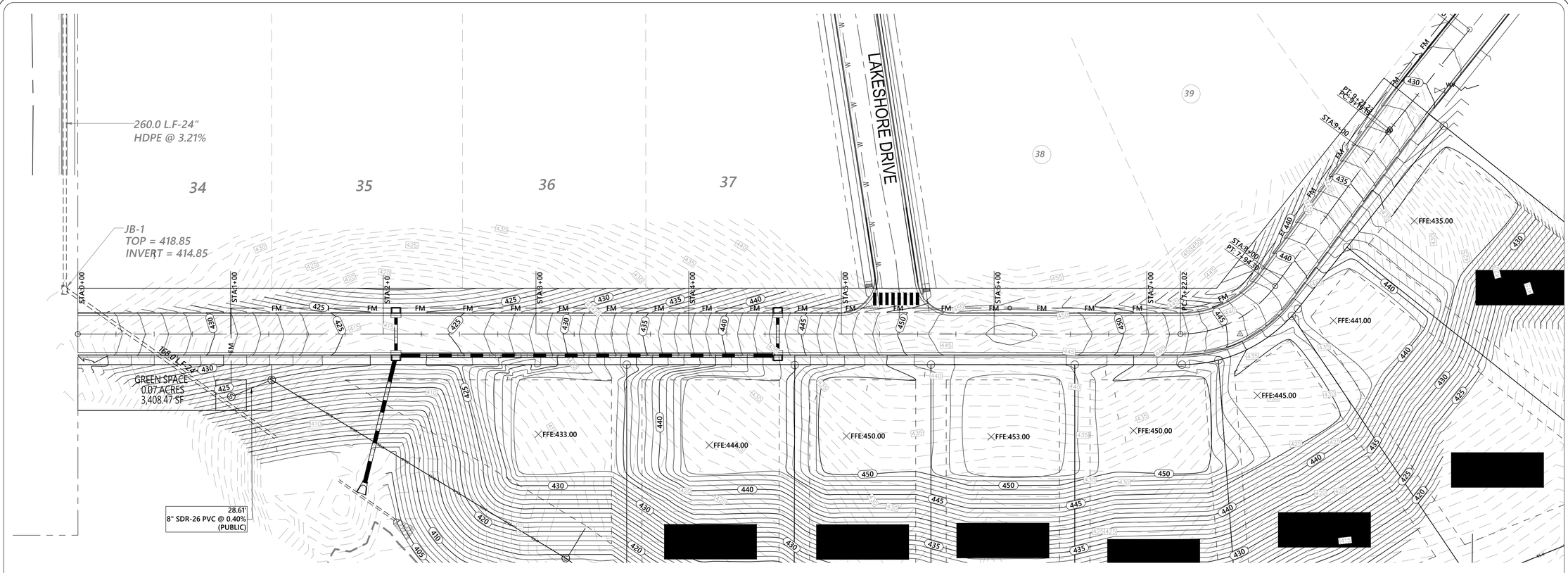
GRADING PLAN

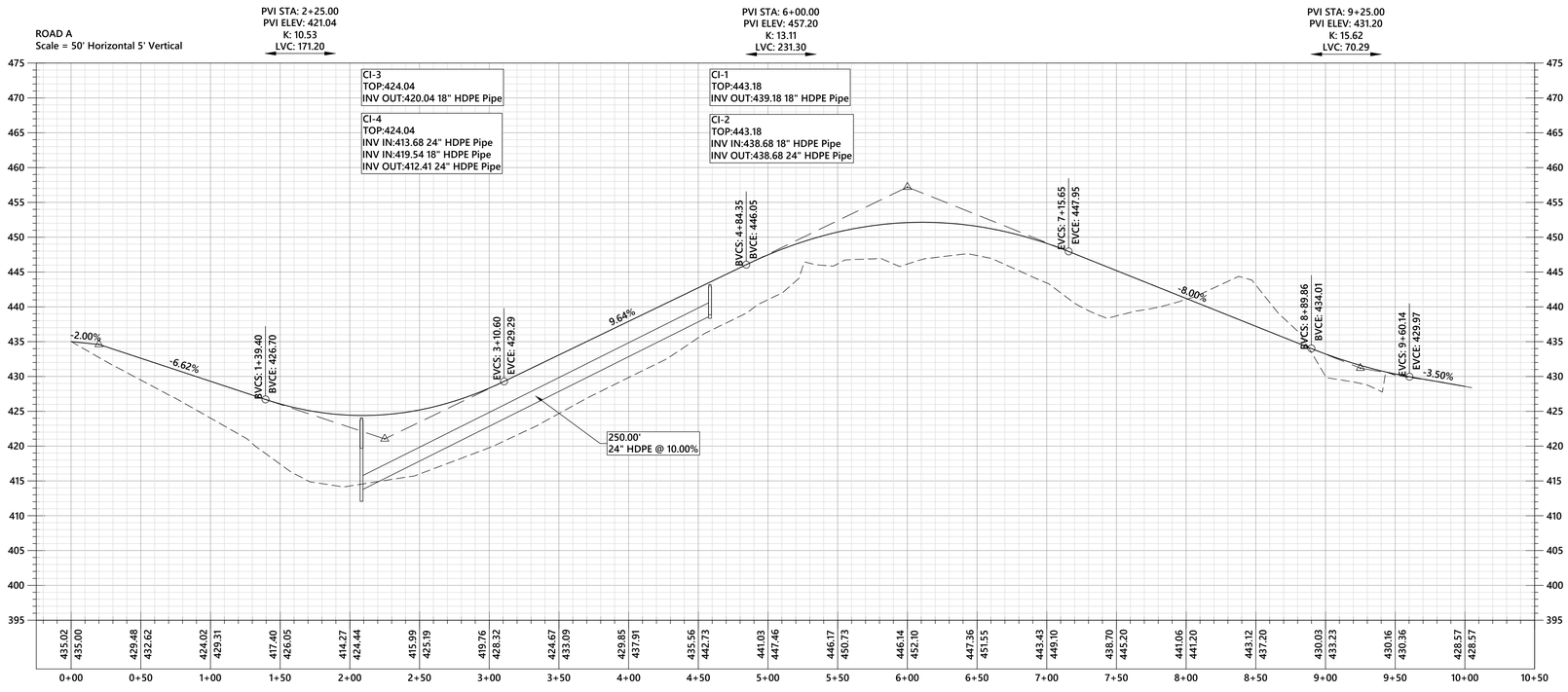
GRAND OAKS - 6-B

LAKESHORE DRIVE
CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY	JRM
CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	03/15/2024
SCALE	1" = 50'
REVISION	09/25/2024

C-600





JM ENGINEERING AND DESIGN, LLC
OXFORD, MS
(662) 801-8803

STREET A - PLAN & PROFILE

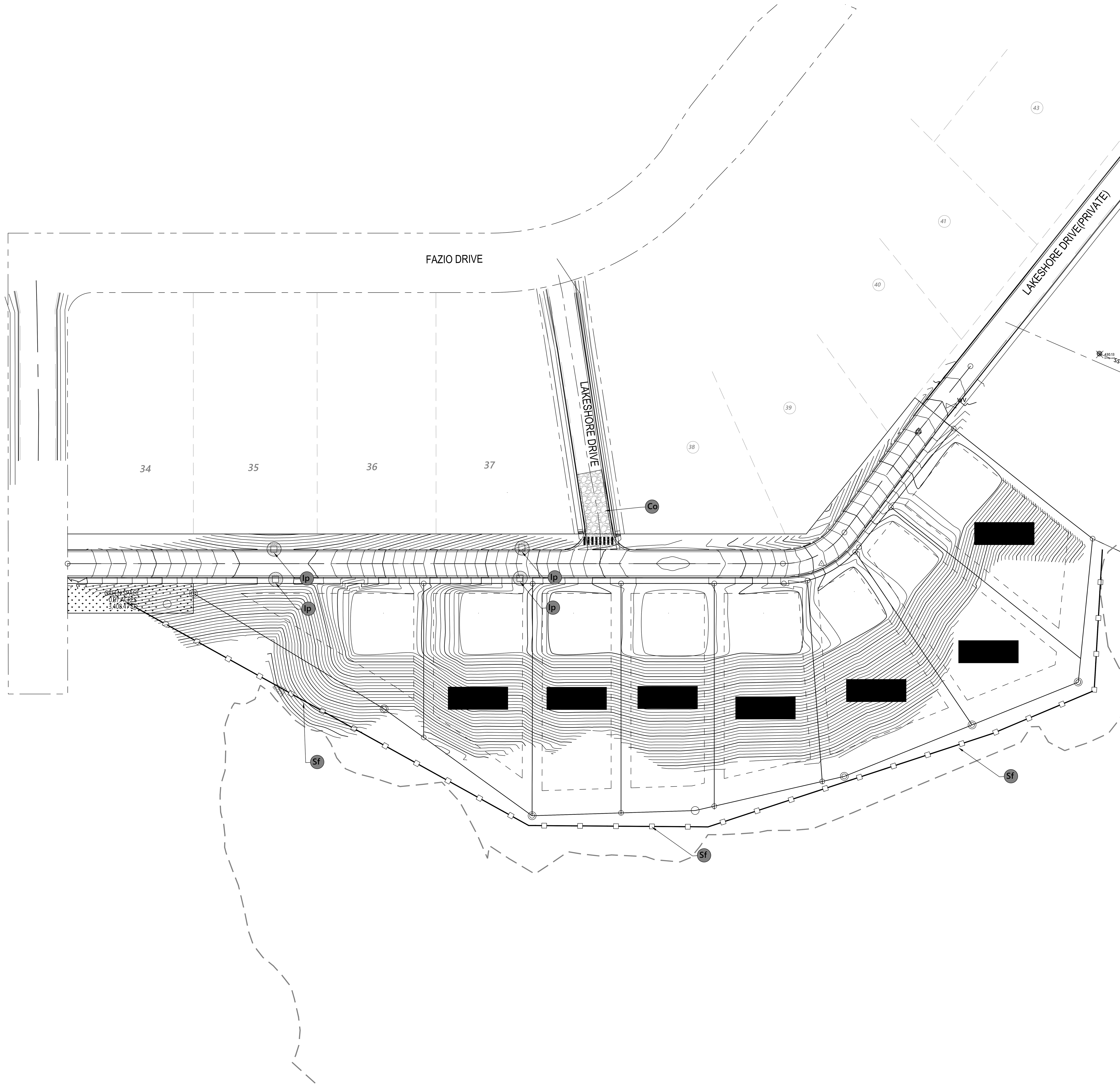
GRAND OAKS - 6-B

LAKESHORE DRIVE

CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY	JRM
CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	03/15/2024
SCALE	1" = 50'
REVISION	09/25/2024

C-601



UNIFORM CODING SYSTEM
FOR SOIL EROSION AND SEDIMENT CONTROL PRACTICES

STRUCTURAL PRACTICES

CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
Cd	CHECKDAM			A small temporary barrier or dam constructed across a swale, drainage ditch or area of concentrated flow.
Co	CONSTRUCTION EXIT		Co	A stone-stablizied pad located at any point where traffic will be leaving a construction site to a public right of way, street, alley, sidewalk or parking lot.
Di	DIVERSION			An earth channel or dike located above, below, or across a slope to divert runoff. This may be a temporary of permanent structure.
Ip	INLET SEDIMENT TRAP			An impounding area created by encaving around a storm drain drop inlet. The excavated area will be filled and stabilized on completion of construction activities.
Rd	ROCK FILTER DAM		Rd	A permanent or temporary stone filter dam installed across small streams or drainageways.
Sf	SILT FENCE			A barrier to prevent sediment from leaving the construction site. It may be sandbags, bales of straw or hay, brush, or a sediment fence. The barriers are usually temporary & inexpensive.
Tsb	TEMPORARY SEDIMENT BASIN			A basin created by excavating or constructing a dam across a waterway. The surface water runoff is temporarily stored allowing the bulk of the sediment to drop out.
Sr	TEMPORARY STREAM CROSSING		Sr	A temporary bridge or culvert-type structure protecting a stream or watercourse from damage by crossing construction equipment.
St	STORM DRAIN OUTLET PROTECTION		St	A paved or short section of rip rap channel at the outlet of a storm drain system preventing erosion from the concentrated runoff.

EROSION CONTROL GENERAL NOTES

1. THE EROSION CONTROL SYSTEMS REQUIRE CERTIFICATION BY THE ENGINEER OF RECORD. SUCH CERTIFIED SYSTEMS SHALL BE COMPLETED, INSPECTED, AND IN PLACE BEFORE CONSTRUCTION BEGINS.

2. THE CONTRACTOR, PERMITTEE OR OWNER SHALL BE RESPONSIBLE FOR THE INSPECTION, MODIFICATION AND PROPER MAINTENANCE OF THE EROSION CONTROL DEVICES AS NECESSARY.

3. ALL EROSION CONTROL MEASURES REQUIRED TO RETAIN SEDIMENT ON-SITE AND TO SAFELY DISCHARGE ANY ACCELERATED RUNOFF GENERATED BY THE PROJECT SHALL BE INSTALLED DURING THE INITIAL CONSTRUCTION PHASE OF THE PROJECT.

4. THE CONSTRUCTION AND MAINTENANCE OF ALL EROSION CONTROL SYSTEMS SHALL BE IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED EROSION CONTROL PLAN.

5. TEMPORARY EROSION CONTROL DEVICES SHOWN ON THE EROSION CONTROL PLAN WHICH INTERFERE WITH THE WORK SHALL BE RELOCATED OR MODIFIED AS THE WORK PROGRESSES.

6. EROSION CONTROL SYSTEMS SHALL BE SERVICED AND MAINTAINED TO PROVIDE CONTINUOUS CAPACITY AND ADEQUACY TO FUNCTION AS DESIGNED. AFTER PRECIPITATION EXCEEDING ONE QUARTER (1/4) INCH IN ANY 12-HOUR PERIOD SILT AND DEBRIS SHALL BE REMOVED FROM CHECK DAMS AND DESILTING BASINS.

7. EROSION CONTROL PROVISIONS SHALL INCLUDE AND COMPLEMENT DRAINAGE PATTERNS DURING THE CURRENT AND FUTURE PHASES OF GRADING THROUGHOUT THE RAINY SEASON.

8. PAVED STREETS, SIDEWALKS, AND OTHER IMPROVEMENTS SHALL BE MAINTAINED IN A NEAT AND CLEAN CONDITION, FREE OF LOOSE SOIL, CONSTRUCTION DEBRIS, AND TRASH. STREET SWEEPING OR OTHER EQUALLY EFFECTIVE MEANS SHALL BE USED ON A REGULAR BASIS TO CONTROL EROSION. WATERING SHALL NOT BE USED TO CLEAN STREETS EXCEPT FOR THE REMOVAL OF FINE MATERIAL NOT OTHERWISE REMOVED BY SWEEPING OR OTHER MECHANICAL MEANS.

9. A GRAVEL BAG SILT BASIN OR TRAP SHALL BE PROVIDED AT EVERY STORM DRAIN INLET TO PREVENT SEDIMENT FROM ENTERING THE STORM DRAIN SYSTEM.

10. OWNER/CONTRACTOR SHALL USE APPLICABLE BEST MANAGEMENT PRACTICES (BMP'S) AS CONTAINED IN THE MISSISSIPPI DEQ MANUAL.

11. CONTRACTOR MUST ENSURE THAT THE CONSTRUCTION SITE IS PREPARED PRIOR TO THE ONSET OF ANY STORM.

12. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED UNTIL DISTURBED AREAS ARE STABILIZED. CHANGES TO THIS EROSION AND SEDIMENT CONTROL PLAN SHALL BE MADE TO MEET FIELD CONDITIONS ONLY WITH THE APPROVAL OF OR AT THE DIRECTION OF A REPRESENTATIVE OF THE ENGINEER.

13. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED BEFORE AND AFTER ALL STORMS TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.

14. CONTRACTOR SHALL MAINTAIN A LOG AT THE SITE OF ALL INSPECTIONS OR MAINTENANCE OF BMP AS WELL AS ANY CORRECTIVE CHANGES TO THE BMPS OR EROSION AND SEDIMENT CONTROL PLAN.

15. THE CONTRACTOR SHALL INSTALL THE STABILIZED CONSTRUCTION ENTRANCE PRIOR TO COMMENCEMENT OF GRADING. LOCATION OF THE ENTRANCE MAY BE ADJUSTED BY THE CONTRACTOR TO FACILITATE GRADING OPERATIONS. ALL CONSTRUCTION TRAFFIC ENTERING THE PAVED ROAD MUST CROSS THE STABILIZED CONSTRUCTION ENTRANCE. THE STABILIZED CONSTRUCTION ENTRANCE SHALL REMAIN IN PLACE UNTIL THE ROAD BASE ROCK COURSE IS COMPLETED.

16. ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE SWEPT AT THE END OF EACH WORKING DAY OR AS NECESSARY.

NORTH

50 0 50 100

SCALE: 1" = 50'

JM ENGINEERING AND DESIGN, LLC
OXFORD, MS
(662) 801-8803

EROSION CONTROL PLAN

GRAND OAKS - 6-B

LAKESHORE DRIVE

CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY	JRM
CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	03/15/2024
SCALE	1" = 50'
REVISION	09/25/2024

C-700

GENERAL NOTES
1) LIST OF PUBLIC UTILITIES:
WATER - CITY OF OXFORD
SEWER - CITY OF OXFORD
ELECTRIC - CITY OF OXFORD
GAS - CENTERPOINT ENERGY

2) IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, CURBS, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. EXTREME CARE SHALL BE EXERCISED IN UNDERCUT AREAS AND THE UNDERCUT DEPTH MAY BE ADJUSTED AT CROSS DRAINS, AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGES.

3) ALL EXISTING UTILITIES OR OTHER OBSTRUCTIONS, WHICH CONFLICT WITH REQUIRED CONSTRUCTION SHALL BE REMOVED AT THE CONTRACTOR'S EXPENSE AS AN ABSORBED ITEM.

4) THE EROSION CONTROL DEVICES REFERENCED IN THESE PLANS ARE A MINIMUM REQUIREMENT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE CONSTRUCTION SITE OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN A "SMALL CONSTRUCTION NOTICE OF INTENT" PERMIT AS REQUIRED BY THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY AND MAINTAIN THE PLAN DURING CONSTRUCTION.

5) EXISTING UTILITIES ON THE DRAWINGS ARE SHOWN IN THEIR ORIGINAL LOCATION BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CAN NOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS (INCLUDING MISSISSIPPI ONE CALL) TO HAVE UNDERGROUND UTILITY LINES LOCATED IN ADVANCE OF CONSTRUCTION.

6) WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE WHAT BRACING, SHORING OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES, INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY, SHALL BE INCLUDED IN THE PRICE BID FOR CONTRACT ITEMS.

7) IN ORDER TO HOLD SILT TO A MINIMUM, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL AND MAINTAIN TEMPORARY EROSION CONTROL MEASURES (SILT FENCE, DITCH DECKS, ETC.)

8) ANY AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED BY THE CONTRACTOR (TO INCLUDE GRASSING AND SITE GRADING) AS DIRECTED BY THE ENGINEER, ARCHITECT OR OWNER. CONTRACTOR SHALL PROVIDE TEMPORARY EROSION CONTROL FOR DISTURBED AREA UNTIL THEY HAVE BEEN GRASSED AND GROWTH ESTABLISHED.

9) THIS PLAN DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF INSTALLING TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE MUTCD. OTHER SIGNS AND TRAFFIC CONTROL DEVICES MAY BE REQUIRED DURING THE VARIOUS PHASES OF CONSTRUCTION. ALL TRAFFIC CONTROL DEVICES ON THIS PROJECT SHALL COMPLY WITH PART VI OF THE M.U.T.C.D. (LATEST EDITION).

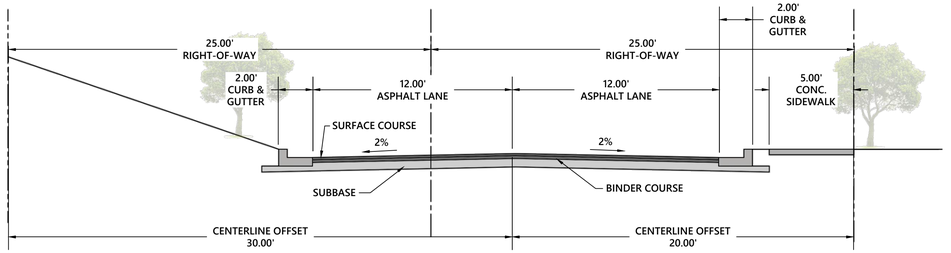
10) THE CONTRACTOR IS TO REMOVE AND RESET ANY SIGNS WHICH CONFLICT WITH CONSTRUCTION.

11) THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER BEFORE ORDERING MATERIALS.

12) BRICK RED TRUNCATED DOMES REQUIRED AT ALL SIDEWALK CROSSINGS

13) IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ACQUIRE A COPY OF THE GEOTECH REPORT AND FOLLOW ALL RECOMMENDATIONS.

14) ALL MATERIALS USED SHALL MEET LAFAYETTE COUNTY SPECIFICATIONS AND REQUIREMENTS.



Typical Sections - Parking and Ineterior Drives

FLEXIBLE PAVEMENT(S)

(LIGHT-DUTY)

SUBGRADE: 8" MINIMUM PROCESSED IN-SITU SOILS OR SELECT IMPORTED FILL COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DRY DENSITY AS DEFINED BY ASTM D-698.

SUBBASE: 6" MINIMUM CRUSHED LIMESTONE MEETING MDOT SPECIFICATIONS FOR SIZE NO. 610 AGGREGATE. COMPACT TO A MINIMUM OF 98% OF MAXIMUM DRY DENSITY AS DEFINED BY ASTM D-698.

BASE: 2.0" MINIMUM HOT MIXED BITUMINOUS BASE COURSE CONFORMING TO MDOT STANDARD SPECIFICATIONS FOR TYPE MT-19MM OR BB-1 MATERIAL.

SURFACE: 1.5" MINIMUM HOT MIXED BITUMINOUS SURFACE COURSE CONFORMING TO MDOT STANDARD SPECIFICATIONS FOR TYPE MT - 9.5 MM OR SC-L MATERIAL.

(CEMENT STABILIZED ALTERNATE)

SUBGRADE: 6" MINIMUM PROCESSED IN-SITU SOILS OR SELECT IMPORTED FILL COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DRY DENSITY AS DEFINED BY ASTM D-698. INCORPORATE 6% PORTLAND CEMENT (BY VOLUME) IN ACCORDANCE WITH MDOT STANDARD SPECIFICATIONS WITHIN UPPER 8" OF SUBGRADE. (APPX 34#/SY)

BASE: 2.0" MINIMUM HOT MIXED BITUMINOUS BASE COURSE CONFORMING TO MDOT STANDARD SPECIFICATIONS FOR TYPE MT-19MM OR BB-1 MATERIAL.

SURFACE: 1.5" MINIMUM HOT MIXED BITUMINOUS SURFACE COURSE CONFORMING TO MDOT STANDARD SPECIFICATIONS FOR TYPE MT - 9.5 MM OR SC-L MATERIAL.

(HEAVY-DUTY)

SUBGRADE: 8" MINIMUM PROCESSED IN-SITU SOILS OR SELECT IMPORTED FILL COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DRY DENSITY AS DEFINED BY ASTM D-698

SUBBASE: 6" MINIMUM CRUSHED LIMESTONE MEETING MDOT SPECIFICATIONS FOR SIZE NO. 610 AGGREGATE. COMPACT TO A MINIMUM OF 98% OF MAXIMUM DRY DENSITY AS DEFINED BY ASTM D-698.

BASE: 4.0" MINIMUM HOT MIXED BITUMINOUS BASE COURSE CONFORMING TO MDOT STANDARD SPECIFICATIONS FOR TYPE MT-19 MM OR BB-1 MATERIAL.

SURFACE: 2.0" MINIMUM HOT MIXED BITUMINOUS SURFACE COURSE CONFORMING TO MDOT STANDARD SPECIFICATIONS FOR TYPE MT-9.5 MM OR SC-1 MATERIAL.

(CEMENT STABILIZED ALTERNATE)

SUBGRADE: 6" MINIMUM PROCESSED IN-SITU SOILS OR SELECT IMPORTED FILL COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DRY DENSITY AS DEFINED BY ASTM D-698. INCORPORATE 6% PORTLAND CEMENT (BY VOLUME) IN ACCORDANCE WITH MDOT STANDARD SPECIFICATIONS WITHIN UPPER 8" OF SUBGRADE. (APPX 34#/SY)

BASE: 4.0" MINIMUM HOT MIXED BITUMINOUS BASE COURSE CONFORMING TO MDOT STANDARD SPECIFICATIONS FOR TYPE MT-19MM OR BB-1 MATERIAL.

SURFACE: 2.0" MINIMUM HOT MIXED BITUMINOUS SURFACE COURSE CONFORMING TO MDOT STANDARD SPECIFICATIONS FOR TYPE MT - 9.5 MM OR SC-L MATERIAL.

JM ENGINEERING AND DESIGN, LLC
OXFORD, MS
(662) 801-8803

SITE DETAILS

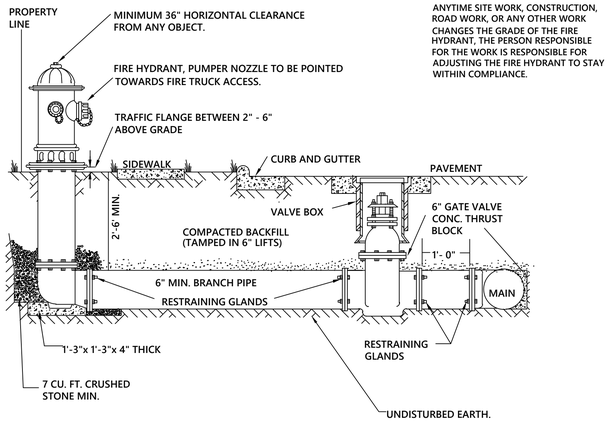
GRAND OAKS - 6-B

LAKESHORE DRIVE

CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY	JRM
CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	03/15/2024
SCALE	
REVISION	09/25/2024

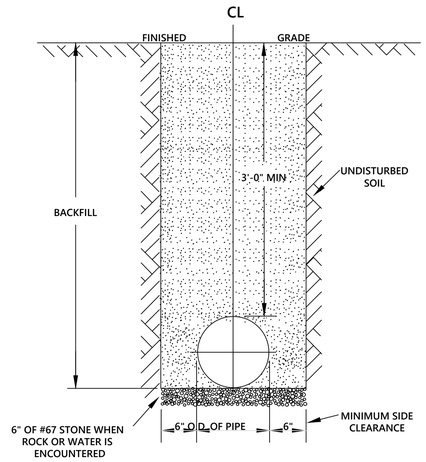
C-800



ANYTIME SITE WORK, CONSTRUCTION, ROAD WORK, OR ANY OTHER WORK CHANGES THE GRADE OF THE FIRE HYDRANT, THE PERSON RESPONSIBLE FOR THE WORK IS RESPONSIBLE FOR ADJUSTING THE FIRE HYDRANT TO STAY WITHIN COMPLIANCE.

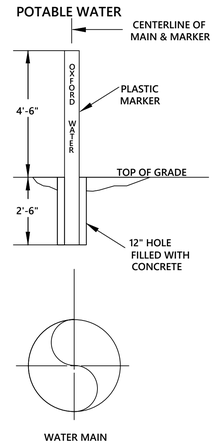
NOTES:
1. FIRE HYDRANT SHALL BE AS MANUFACTURED: MUELLER, AMERICAN DARLING, KENNEDY, M&H, WATEROUS, CLOW, EAST JORDAN IRON WORKS, OR US PIPE.
2. BRANCH PIPE SHALL BE DUCTILE IRON AWWA C150-96
3. 6" GATE VALVE SHALL BE AWWA C500-86 OPEN LEFT
4. STEEL RODS AND BOLTS SHALL BE 3/4" HOT DIPPED GALVANIZED
5. FIRE HYDRANTS WILL BE INSTALLED IN TRUE VERTICAL POSITION
   RODS SHALL NOT BE COUPLED MORE THAN ONCE. IF THE LENGTH FROM THE VALVE TO THE HYDRANT EXCEEDS 20' THEN A MECHANICAL RESTRAINING GLAND WITH A REBAR CAGE SHALL BE INSTALLED NO MORE THAN 10' FROM HYDRANT AND POURED IN CONCRETE.
   FIRE HYDRANTS TO BE LOCATED IN ROW OR 2 FOOT EASEMENT ADJACENT TO ROW

FIRE HYDRANT INSTALLATION DETAIL



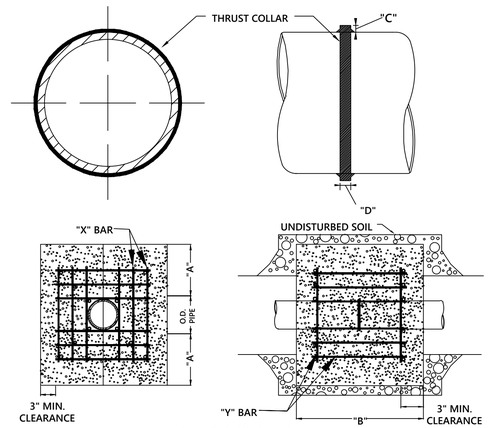
NOTES:
1. TRENCHES REQUIRING SHORING AND BRACING, DIMENSIONS SHALL BE TAKEN FROM THE INSIDE FACE OF THE SHORING AND BRACING.
2. NO ROCKS OR BOULDERS 4" OR LARGER TO BE USED IN BACKFILL.
3. ALL BACKFILL MATERIAL SHALL BE SUITABLE NATIVE MATERIAL.
4. BACKFILL SHALL BE TAMPED IN 6" LIFTS.
5. ACHIEVE 95% COMPACTION IN BACKFILL.

TRENCH REQUIREMENTS FOR MAIN



NOTES
1. POTABLE WATER MARKER TO BE BLUE IN COLOR.
2. POTABLE WATER MARKER TO BE LABELED "OXFORD WATER".
3. TO BE SPACED ALONG CENTERLINE OF MAIN EVERY 300 FEET.
4. MARKERS TO BE ROUND AND 4" IN DIAMETER.

TRENCH REQUIREMENTS FOR MAIN



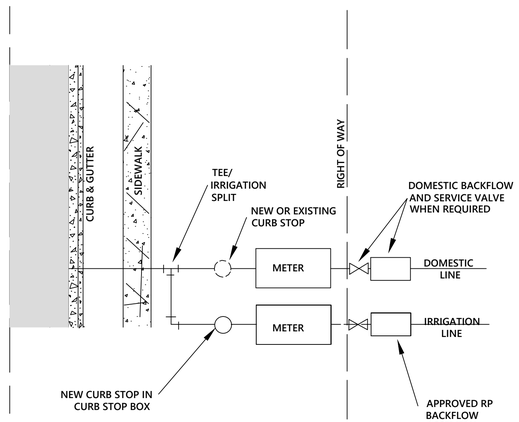
REINFORCING REQUIREMENTS

I.D. PIPE	REBAR SIZE	"X" BAR LENGTH	"X" BAR WEIGHT	"Y" BAR LENGTH	"Y" BAR WEIGHT	NO. REQUIRED
6" - 36"	#5	2'-2"+ O.D. PIPE	1.043 LBS/FT	1'-1"	1.1 LBS. EACH	X-24, Y-12
48" & greater	#6	3'-0"+ O.D. PIPE	1.502 LBS/FT	1'-3"	1.9 LBS. EACH	X-24, Y-12

THRUST COLLAR, AND THRUST SCHEDULE

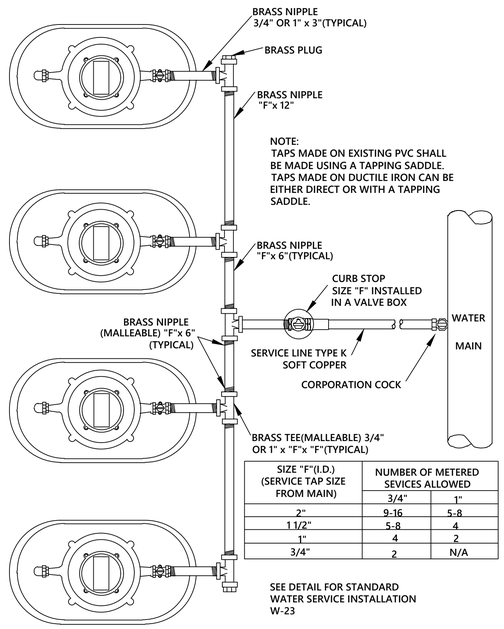
I.D. PIPE	"A"	"B"	"C"	"D"
6" - 16"	1'-4"	1'-7"	2"	3/8"
20" - 24"	1'-4"	1'-7"	3"	1/2"
30" - 36"	1'-4"	1'-7"	4"	5/8"
48" & greater	1'-8"	1'-9"	6"	7/8"

THRUST BLOCKING DESIGN DATA



NOTES:
1. IRRIGATION METER SHALL BE LOCATED ON THE SIDE OF DOMESTIC METER WITH INCREASING ADDRESSES.
2. THE BACKFLOW SHALL BE INSTALLED NO MORE THAN10' FROM THE METER IN A VISIBLE LOCATION.
3. BACKFLOW RISER/STANDPIPE SHALL BE OF COPPER OR BRASS.
3. THE RP RELIEF VALVE SHALL BE A MINIMUM OF 12" ABOVE ANY MATERIAL (MULCH INCLUDED) OR GRADE.
4. A SERVICE VALVE IS REQUIRED AFTER THE METER BUT BEFORE THE BACKFLOW ASSEMBLY FOR MAINTENANCE AND REPLACEMENT PURPOSES.
5. THE INSTALLATION MUST ALSO MEET ALL CODE REQUIREMENTS PER THE NC PLUMBING CODE.

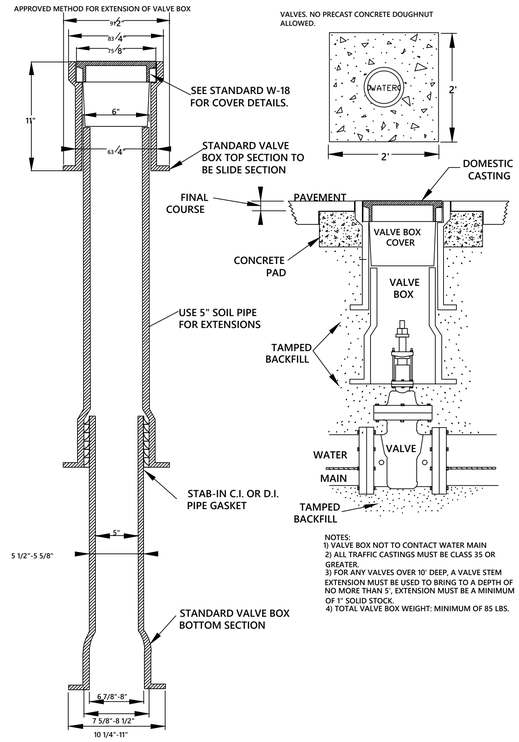
IRRIGATION TAP ON NEW AND EXISTING SERVICES



SIZE "F"(I.D.) (SERVICE TAP SIZE FROM MAIN)	NUMBER OF METERED SEVICES ALLOWED	
	3/4"	1"
2"	9-16	5-8
1 1/2"	5-8	4
1"	4	2
3/4"	2	N/A

*NOTE: ALL 3/4" CORPORATION STOPS SHALL BE FORD 3/4"FB 1000-3G ALL GRIP COMPRESSION

STANDARD GANG METER ASSEMBLY



VALVES. NO PRECAST CONCRETE DOUGHNUT ALLOWED.

NOTES:
1) VALVE BOX NOT TO CONTACT WATER MAIN
2) ALL TRAFFIC CASTINGS MUST BE CLASS 35 OR GREATER.
3) FOR ANY VALVES OVER 10' DEEP, A VALVE STEM EXTENSION MUST BE USED TO BRING TO A DEPTH OF NO MORE THAN 5'. EXTENSION MUST BE A MINIMUM OF 1" SOLID STOCK.
4) TOTAL VALVE BOX WEIGHT: MINIMUM OF 85 LBS.

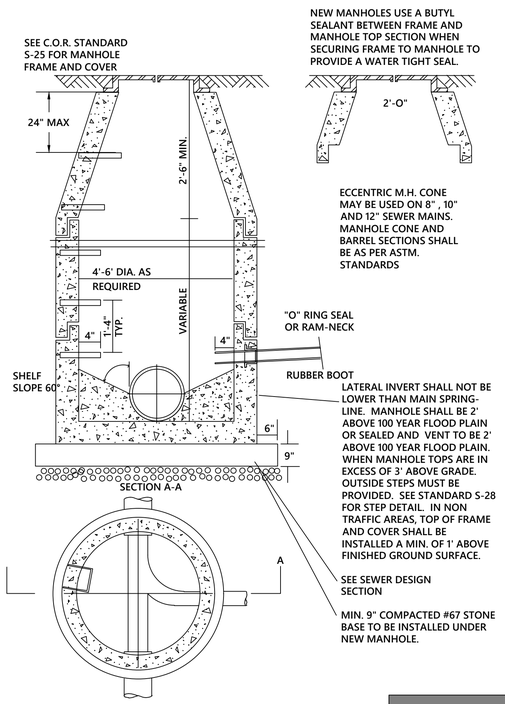
VALVE BOX INSTALLATION

JM ENGINEERING AND DESIGN, LLC
OXFORD, MS
(662) 801-8803

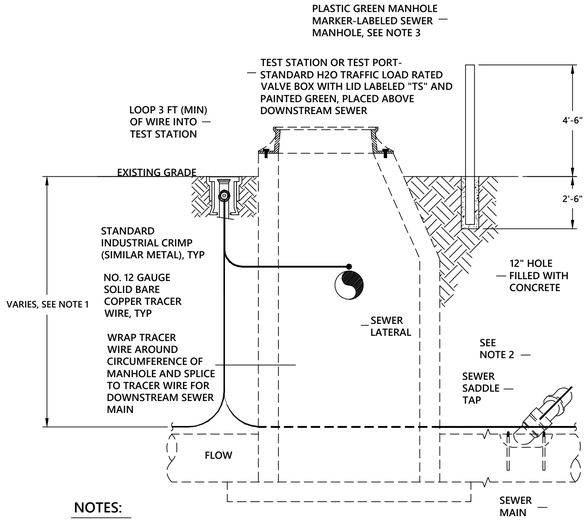
WATER DETAILS
GRAND OAKS - 6-B
LAKESHORE DRIVE
CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY	JRM
CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	03/15/2024
SCALE	
REVISION	09/25/2024

C-801



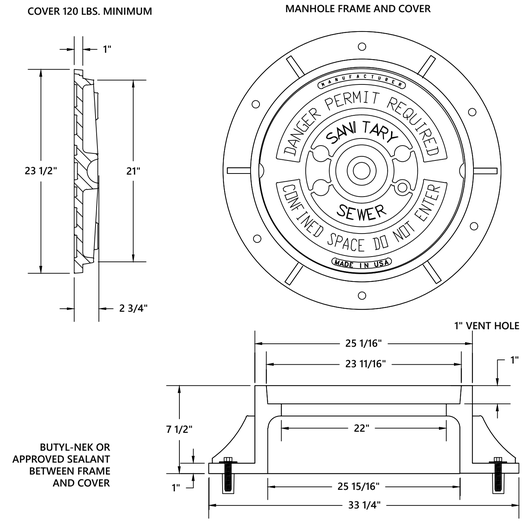
STANDARD SANITARY MANHOLE



NOTES:

1. THE TRACER WIRE SHALL BE CONTINUOUS TO THE GREATEST EXTENT POSSIBLE. FOR GRAVITY MAIN AND OR LATERAL INSTALLATIONS LESS THAN 8 FT, THE TRACING WIRE SHALL BE ATTACHED TO THE PIPE. TRACER WIRE SHALL BE LAID FLAT AND SECURELY AFFIXED TO THE PIPE AT 10 FOOT INTERVALS. FOR GRAVITY MAIN AND OR LATERAL INSTALLATION DEEPER THAN 8 FT, THE TRACING WIRE SHALL BE INSTALLED AT A DEPTH OF 7-8 FT. THE WIRE SHALL BE PROTECTED FROM DAMAGE DURING THE EXECUTION OF THE WORK. NO BREAKS OF CUTS IN THE TRACER WIRE SHALL BE PERMITTED.
2. WHERE LATERAL TAPS ARE MADE BY SERVICE SADDLES, THE TRACER WIRE SHALL NOT BE ALLOWED TO TO BE PLACED BETWEEN THE SADDLE AND MAIN.
3. MANHOLE MARKERS SHALL BE PLACED ADJACENT TO MANHOLES AT THE DISCRETION OF OWNER OR OWNER'S REPRESENTATIVE.

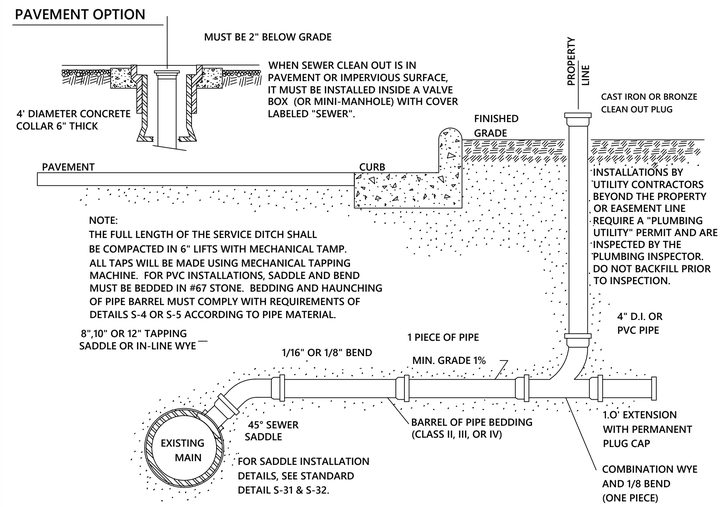
GRAVITY SEWER MAIN TRACER WIRE



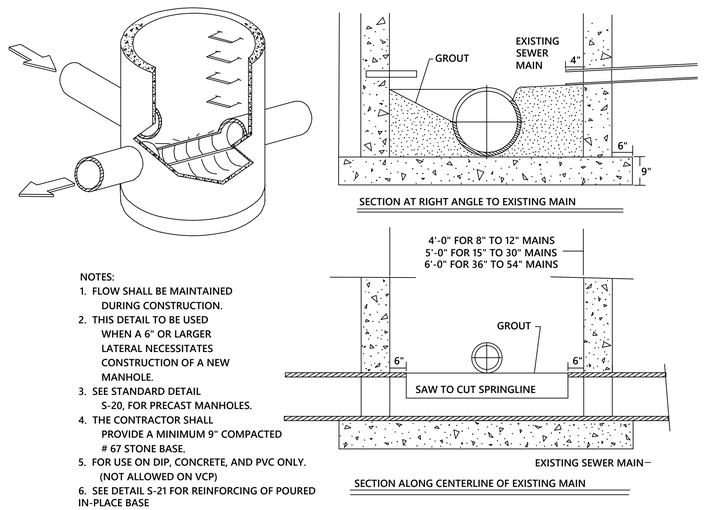
NOTES:
1) ALL MANHOLE FRAMES SHALL BE DOMESTICALLY CAST.
2) FRAME SHALL BE A MINIMUM WEIGHT OF 182 LBS. WITHIN PUBLIC ROW AND 160 LBS. WITHIN EASEMENTS.
3) COVER SHALL WEIGH A MIN. OF 120 LBS.
4) ALL MANHOLE FRAMES OUTSIDE OF PAVED SURFACES SHALL BE BOLTED TO THE CONE SECTION OR RING WITH A MINIMUM OF 4 BOLTS PER FRAME.

5/8"X3" LAGSHIELD IN HOLE DRILLED INTO CONE OR RING WITH ANCHOR SUNK TO DESIGN DEPTH, AND 3/8"X3" HOT DIPPED GALVANIZED LAG BOLT AND WASHER.

STANDARD MANHOLE COVER

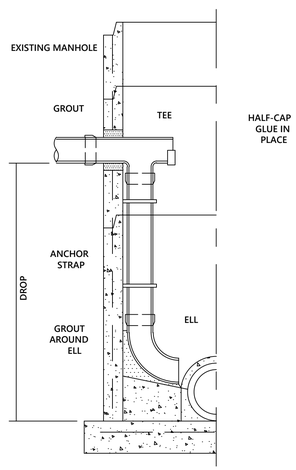


TYPICAL LATERAL CONNECTION

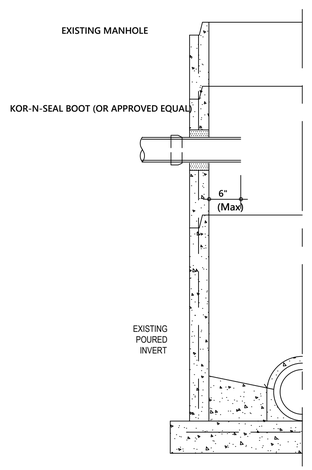


NOTES:
1. FLOW SHALL BE MAINTAINED DURING CONSTRUCTION.
2. THIS DETAIL TO BE USED WHEN A 6" OR LARGER LATERAL NECESSITATES CONSTRUCTION OF A NEW MANHOLE.
3. SEE STANDARD DETAIL S-20, FOR PRECAST MANHOLES.
4. THE CONTRACTOR SHALL PROVIDE A MINIMUM 9" COMPACTED # 67 STONE BASE.
5. FOR USE ON DIP, CONCRETE, AND PVC ONLY. (NOT ALLOWED ON VCP)
6. SEE DETAIL S-21 FOR REINFORCING OF POURED IN-PLACE BASE

MANHOLE INSTALLATION OVER EXISTING SEWER MANHOLE



MANHOLE WITH INSIDE DROP



NEW SERVICE INTO EXISTING MANHOLE

JM ENGINEERING AND DESIGN, LLC
OXFORD, MS
(662) 801-8803

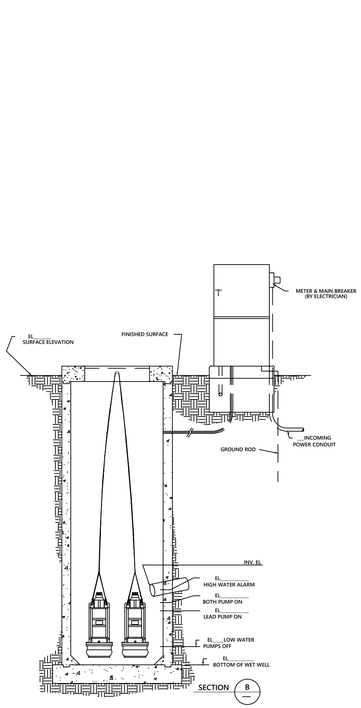
SEWER DETAILS

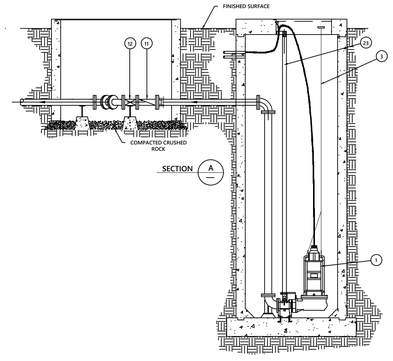
GRAND OAKS - 6-B

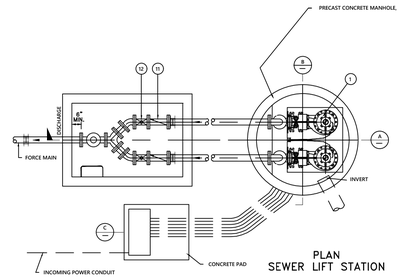
LAKESHORE DRIVE
CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY	JRM
CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	03/15/2024
SCALE	
REVISION	09/25/2024

C-802







PLAN
SEWER LIFT STATION

GENERAL NOTES
1. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS PRIOR TO BEGINNING CONSTRUCTION.
2. SUPERVISION FOR INSTALLATION, START-UP AND TESTING TO BE PROVIDED BY MANUFACTURER'S REPRESENTATIVE AS PART OF THE EQUIPMENT PURCHASE CONTRACT.
3. CONCRETE SHALL BE PORTLAND CEMENT CONCRETE AND SHALL DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 3000 P.S.I. AT 28 DAYS.
4. ALL FITTINGS AND VALVES SHALL BE CAST IRON, CLASS 125.
5. ALL ELECTRICAL WIRING AND EQUIPMENT INSTALLED IN THE "WET WELL" SECTION MUST COMPLY W/ ARTICLE 22 OF THE ELECTRICAL SAFETY ORDERS FOR CLASS 1, DIVISION 1, HAZARDOUS LOCATION PROVISIONS OF THE "NATIONAL ELECTRICAL CODE" AND ALL OTHER APPLICABLE LOCAL CODES AND ORDINANCES.
6. ALL CONDUITS SHALL BE P.V.C., SCHEDULE 80, OR APPROVED EQUAL.
7. ALL ELECTRICAL WIRE SHALL BE "MHW" OR "THW" COPPER CONDUCTOR, OR APPROVED EQUAL.
8. THE FLOOR OF THE WET WELL SHALL BE SMOOTH AND LEVEL.
9. PUMP MOTORS WILL PULL EXCESS AMPS IF RUNNING BACKWARDS.

MATERIALS SCHEDULE			
ITEM	DESCRIPTION	SIZE	QTY
1	SUBMERSIBLE SEWAGE PUMP, ESSCO MODEL 4 X 12, SIZE 4", HEAVY DUTY NON-CLOG VORTEX TORQUE FLUID PUMP, 500 GPM AT 53 FT. T.D.H. SUBMERSIBLE MOTOR, 10 H.P. AT 1750 R.P.M. U.L. TEXP. CLASS 1, GROUP D, W/25 FT. OF 9 WIRE CONTROL & POWER CABLE. TWO SEPARATE SEALS, OIL LUBRICATED 30 DAY WARNING SYSTEM, N/C THERMAL PROTECTION W/ ESSCO COOL AGUIENT APPARATUS. (PATENT NO. 4,134,711)		
2	SPARK PROOF SLIDE RAIL ASSEMBLY FOR USE IN HAZARDOUS LOCATIONS. (NO EXCEPTIONS)		
3	LIFTING CABLE		
4	FLANGED SWING CHECK VALVE, W/ LEVER & WEIGHT.(BBIM)		
5	FLANGED GATE VALVE, NON RISING STEM.(BBIM)		
6	2" STAINLESS STL. GUIDE PIPE		

REV.	REVISION DESCRIPTION	BY	DATE

DRAWN BY: K. PADGETT	DATE:
CHECKED BY: J.I.	SHEET___ OF___
	FILE NAME: LIFTAC

ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED

TYPICAL LIFT STATION

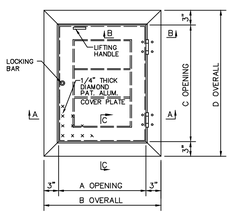
SER-S1R 3/31/00
PAGE 9

HALLIDAY PRODUCTS

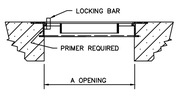
SERIES S1R ACCESS DOOR (STANDARD REGULAR)

STANDARD FEATURES:

- AUTO-LOCK T-316 STAINLESS STEEL HOLD OPEN ARM WITH RELEASE HANDLE
- T-316 STAINLESS STEEL HINGES AND ATTACHING HARDWARE
- NON-CORROSIVE LOCKING BAR AND HANDLE
- SINGLE LEAF CONSTRUCTION
- 300 LBS. PER SQ. FT. LOAD RATING
- LIFETIME GUARANTEE



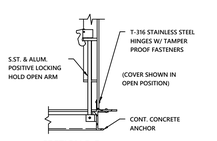
PLAN



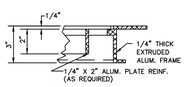
SECTION A-A

SPECIFICATIONS

THE S1R SERIES (SINGLE LEAF) ACCESS FRAMES AND COVERS AS MANUFACTURED BY HALLIDAY PRODUCTS, INC. OF ORLANDO, FLORIDA SHALL HAVE A 1/4" THICK ONE-PIECE, MILL FINISH, EXTRUDED ALUMINUM FRAME, INCORPORATING A CONTINUOUS CONCRETE ANCHOR. DOOR PANEL SHALL BE 1/4" ALUMINUM DIAMOND PLATE, REINFORCED TO WITHSTAND A LIVE LOAD OF 300 LBS. PSF. DOOR SHALL OPEN TO 90° AND AUTOMATICALLY LOCK WITH A T-316 STAINLESS STEEL HOLD OPEN ARM WITH ALUMINUM RELEASE HANDLE. DOOR SHALL CLOSE FLUSH WITH THE FRAME. HINGES AND ALL FASTENING HARDWARE SHALL BE T-316 STAINLESS STEEL. UNIT SHALL LOCK WITH A NON-CORROSIVE LOCKING BAR AND HAVE A NON-CORROSIVE HANDLE. UNIT SHALL CARRY A LIFETIME GUARANTEE AGAINST DEFECTS IN MATERIAL AND/OR WORKMANSHIP.



SECTION B-B



SECTION C-C

VALVE PIT COVER →
WETWELL COVER →

MODEL NO.	DIMENSIONS A	B	C	D	UNIT WT.
S1R2424	24"	30"	24"	36"	50 LBS.
S1R3030	30"	36"	30"	36"	62 LBS.
S1R3636	36"	42"	36"	42"	78 LBS.
S1R3048	30"	36"	48"	54"	84 LBS.
S1R3648	36"	42"	48"	54"	97 LBS.
S1R3654	36"	42"	54"	60"	

LIFT STATION / FORCEMAIN NOTES

1. PVC PIPE FOR FORCE MAINS SHALL CONFORM TO COMMERCIAL STANDARD CS-256-63 FOR TYPE 1120 MATERIAL MADE TO SDR 21 DIMENSIONS. PRESSURE CLASS RATING SHALL BE 200 PSI. EITHER RUBBER GASKET OR SOLVENT WELD JOINTS MAY BE USED. IF RUBBER GASKET JOINTS ARE USED, THE MANUFACTURER MUST BE APPROVED BY THE CITY ENGINEER PRIOR TO INSTALLATION. FITTINGS SHALL BE RIDGED PVC, TYPE I, SCHEDULE 40, COMMERCIAL STANDARD CS-207. ALL PVC PIPE AND FITTINGS SHALL BE APPROVED AND BEAR THE SEAL OF THE NATIONAL SANITATION FOUNDATION.
2. AN ALL WEATHER ACCESS DRIVE SHALL BE REQUIRED FOR ALL PUMPING STATIONS. MATERIALS ALLOWED FOR SURFACE INCLUDE LIMESTONE (3/4" AND DOWN) AND ASPHALT SURFACE. WHERE CONSTANT MAINTENANCE OF LIMESTONE WILL BE REQUIRED, AN ASPHALT DRIVE WILL BE REQUIRED.
3. THE WETWELL SHALL BE AS SPECIFIED IN SECTION C, SANITARY SEWER FACILITIES (ITEM 3.C. - MANHOLES AND CLEANOUTS) AND INSTALLED ACCORDINGLY. SHALL HAVE A STEEL ACCESS DOOR PLACED OVER THE WETWELL. THE WETWELL SHALL BE LOCATED IN THE APPROXIMATE CENTER OF THE FLOOR TO ALLOW ACCESS FROM ALL SIDES FOR MAINTENANCE AND REPAIRS.
4. LIFT STATION PUMPS: SHALL BE MINIMUM OF DUPLEX DESIGN. PUMPS SHALL BE NON-CLOG SUBMERSIBLE PUMPS WITH A SELF-ENGAGING AUTO-COUPLING ASSEMBLY TO ELIMINATE THE NEED TO ENTER THE "WET WELL" AS MANUFACTURED BY CHICAGO, ESSCO, HYDRAMATIC, GORMAN RUPP, FAIRBANKS MORRIS OR FLIGHT.
5. ELECTRICAL, CONTROLS AND CONTROL PANEL: ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE MOST RECENT REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE, NATIONAL ELECTRICAL SAFETY CODE, INTERNATIONAL BUILDING CODE, THE LOCAL ELECTRIC POWER UTILITY AND THE CITY OF OXFORD PUBLIC WORKS DEPARTMENT. CONTROLS SHALL BE IN A NEMA 3R ENCLOSURE AS MANUFACTURED BY HOFFMAN, ELECTROMATE OR APPROVED EQUAL. THE CONTROL SHALL BE "DUPLEX PUMP CONTROL PANEL" AS MANUFACTURED BY CONTROL SYSTEM, INC. OF JACKSON, MS OR APPROVED EQUAL.
6. PUMP DISCHARGE PIPING: SHALL BE OF MATERIALS IN CURRENT USE BY THE CITY OF OXFORD.
   a. DUCTILE IRON PIPE: DISCHARGE PIPING SHALL BE DUCTILE IRON WITH FLANGED ENDS AND CONFORM TO ANSI/AWWA C115/A21.15. PIPE SHALL BE RATED FOR 250 PSI WORKING PRESSURE. BOLTS, NUTS, AND RUBBER GASKETS SHALL BE FURNISHED AND COMPLY WITH REQUIREMENTS OF APPENDIX A OF AWWA C115. THE EXTERIOR OF THE PIPE SHALL BE COATED WITH AN ASPHALTIC COATING APPROXIMATELY 1 MIL THICK. THE INTERIOR OF THE PIPE SHALL HAVE A CEMENT-MORTAR LINING IN ACCORDANCE WITH ANSI/AWWA C104/A21.4. DUCTILE IRON PIPE SHALL BE THICKNESS CLASS 51.
   b. CHECK VALVE: THE CHECK VALVE SHALL BE THE SWING TYPE SPRING AND LEVER DESIGN CONFORMING TO AWWA C508. THE VALVE SHALL BE IRON BODY, BRONZE MOUNTED, WITH FLANGED ENDS. THE VALVE SHALL HAVE A RUBBER FACED DISC WITH O-RING SEALED STUFFING BOX. THE VALVE SHALL BE EQUIPPED WITH AN ADJUSTABLE SPRING TENSION TO CONTROL OPENING AND CLOSING OF THE CLAPPER. VALVES SHALL BE RATED FOR 175 PSIG OPERATING PRESSURE AND TESTED TO 350 PSIG. VALVES SHALL BE CLOW OR M&H BY KENNEDY VALVE COMPANY, OR APPROVED EQUAL.
   c. GATE VALVE: GATE VALVES SHALL BE THE RESILIENT WEDGE TYPE CONFORMING TO AWWA C509. VALVES SHALL HAVE AN IRON BODY WITH FLANGED ENDS AND RATED FOR 220 PSIG WORKING PRESSURE. INTERIOR AND EXTERIOR SURFACES OF THE VALVE SHALL BE FUSION EPOXY COATED IN ACCORDANCE WITH AWWA C550. THE VALVE SHALL HAVE AN IRON WEDGE FULLY ENCAPSULATED IN MOLDED RUBBER WITH NO EXPOSED IRON. THE VALVE SHALL BE EQUIPPED WITH A HANDWHEEL FOR OPERATION, A NON-RISING STEM, AND HAVE A TRIPLE O-RING SEALED STUFFING BOX. THE VALVE SHALL BE M&H, OR APPROVED EQUAL.
   d. DUCTILE IRON FITTINGS: DISCHARGE PIPE FITTINGS SHALL BE FLANGED DUCTILE IRON FITTINGS CONFORMING TO ANSI/AWWA C110/A21.10. ALL FLANGED DUCTILE IRON FITTINGS SHALL BE RATED FOR WORKING PRESSURE OF 250 PSI. BOLTS, NUTS, AND RUBBER GASKETS SHALL BE FURNISHED AND COMPLY WITH REQUIREMENTS OF APPENDIX A OF AWWA C110. FITTINGS SHALL HAVE A ASPHALTIC COATING APPROXIMATELY 1 MIL THICK. THE INTERIOR OF THE FITTINGS SHALL HAVE A CEMENT MORTAR LINING IN ACCORDANCE WITH ANSI/AWWA C104/A21.4.
   e. PRESSURE GAUGE: A 2 ½" DIAMETER PRESSURE GAUGE SHALL BE INSTALLED AT THE PUMP HEAD DISCHARGE TO ALLOW ACCURATE MEASUREMENT OF THE DISCHARGE PRESSURE.

JM ENGINEERING AND DESIGN, LLC
OXFORD, MS
(662) 801-8803

LIFT STATION DETAILS

GRAND OAKS - 6-B
LAKESHORE DRIVE
CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY	JRM
CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	03/15/2024
SCALE	
REVISION	09/25/2024

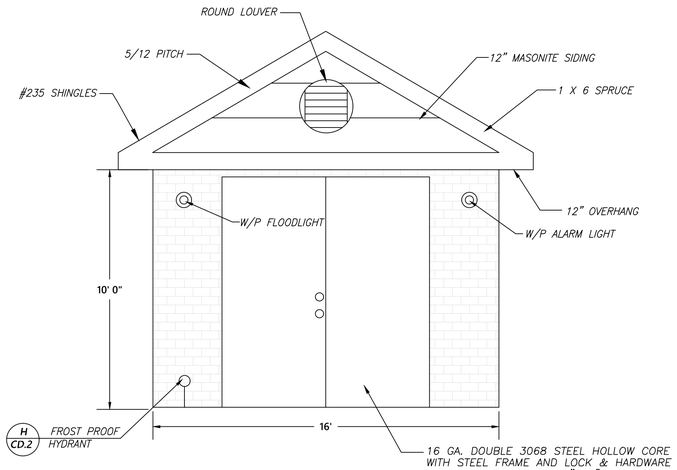
C-802-1

NOTES:

COLOR OF BRICK TO BE DETERMINED BY CITY ENGINEERING DEPARTMENT

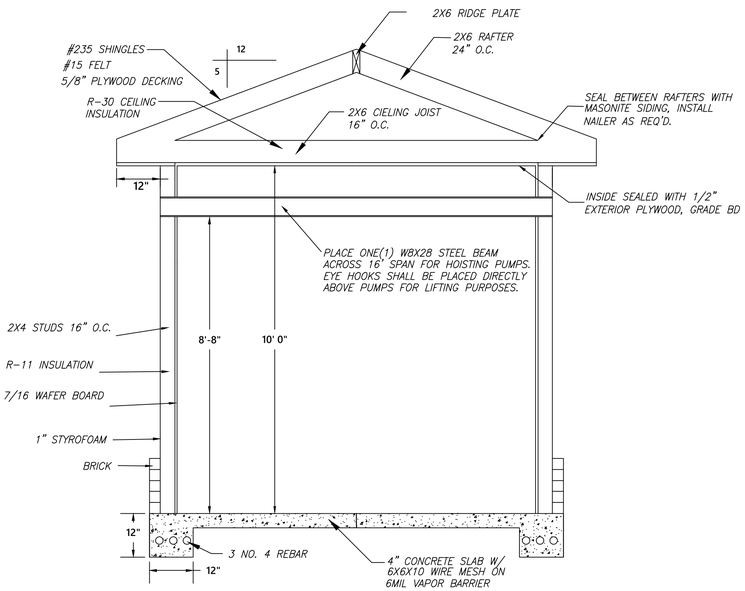
LIFT HOUSE SIDE VIEW

NO SCALE



LIFT HOUSE FRONT VIEW

NO SCALE

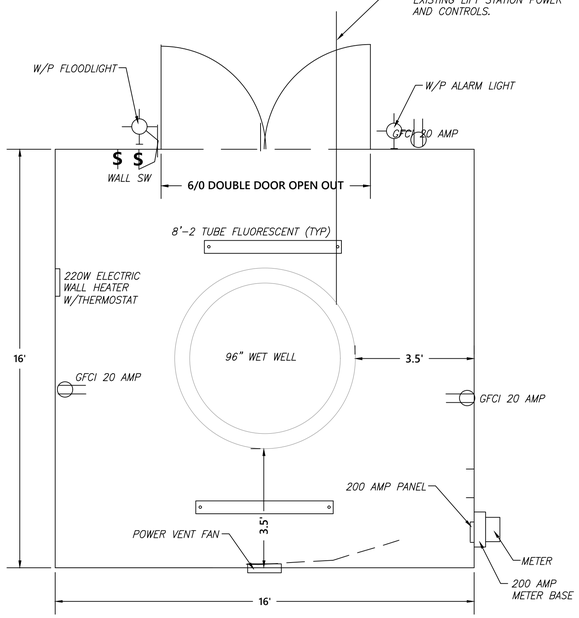


NOTES:

1 BEAM INSTALLED DIRECTLY OVER THE WET WELL AND CAPABLE OF SUPPORTING 2000 POUNDS OR 1.5 TIMES THE WEIGHT OF THE PUMP, WHICHEVER IS GREATER. INSTALLATION TO BE COORDINATED WITH CITY.

LIFT HOUSE WALL SECTION – A

NO SCALE



LIFTHOUSE ELECTRICAL PLAN

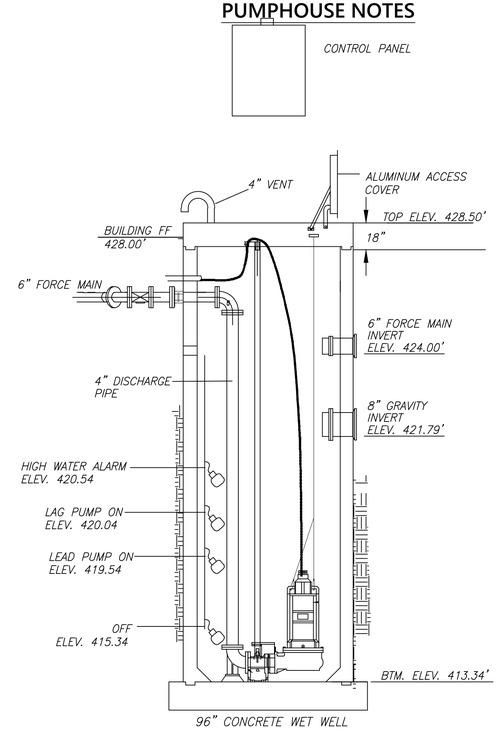
NO SCALE

LIFT HOUSE DETAIL

NO SCALE

A

PUMPHOUSE NOTES

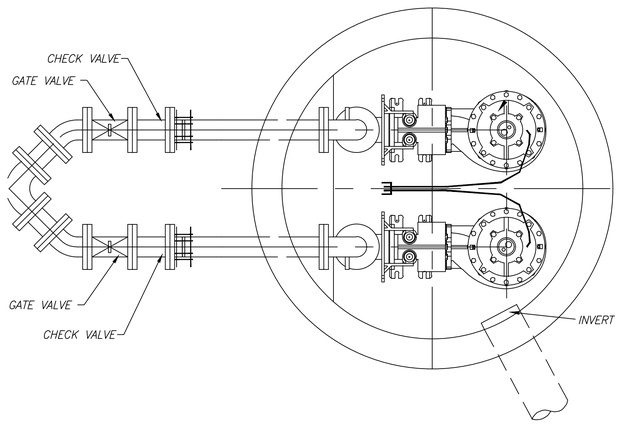


LIFT STATION – 315 GPM

NO SCALE

B

NOTE:
COMPLETED LIFT STATION AND CHECK VALVES MUST FIT INSIDE THE 16'x16' BUILDING SHOWN TO THE LEFT.



DUPLEX LIFT STATION

NO SCALE

C

JM ENGINEERING AND DESIGN, LLC
OXFORD, MS
(662) 801-8803

LIFT STATION HOUSE DETAILS

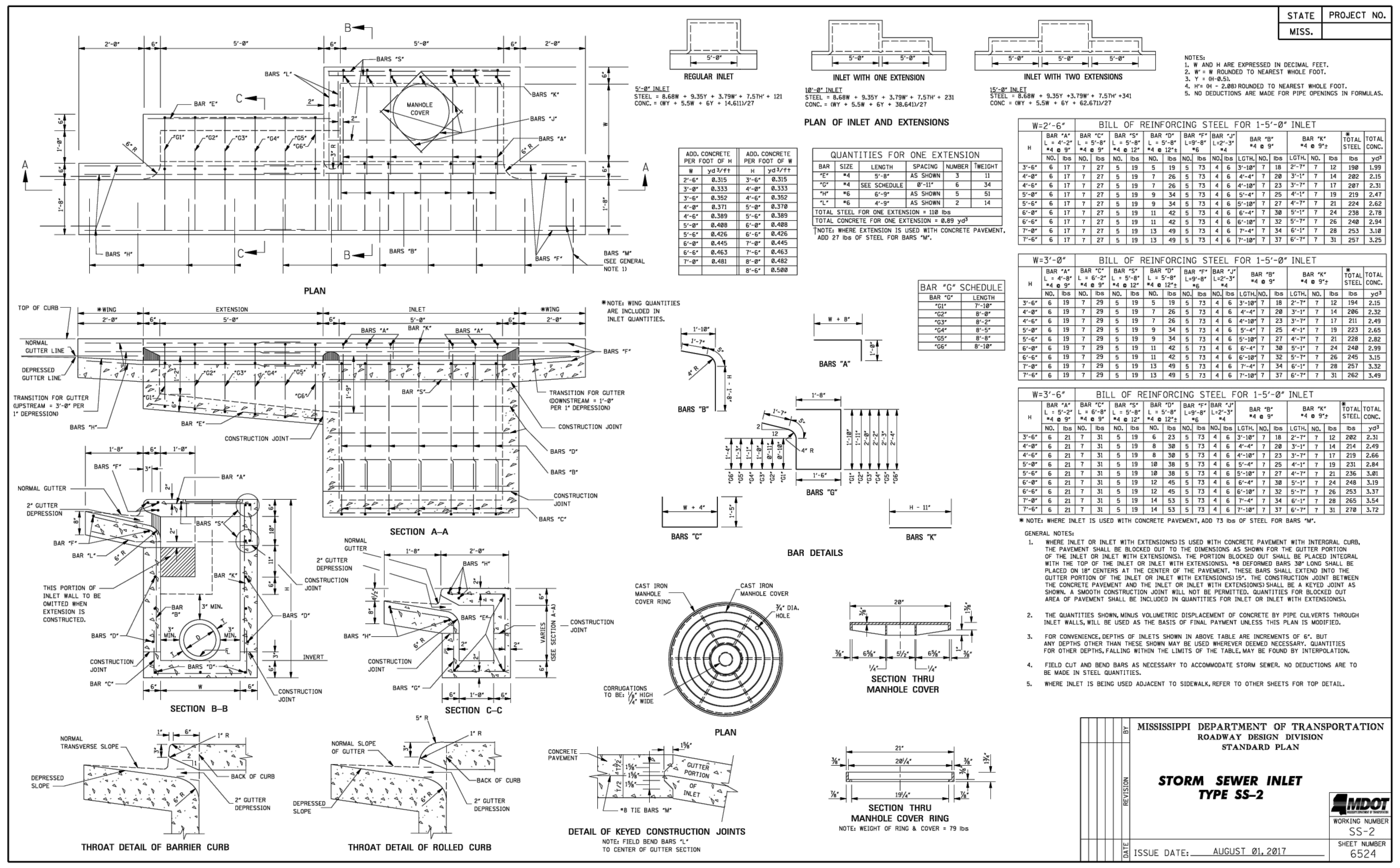
GRAND OAKS - 6-B

LAKESHORE DRIVE

CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY	JRM
CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	03/15/2024
SCALE	
REVISION	09/25/2024

C-802-2



5'-0" INLET
STEEL = 8.68W + 9.35Y + 3.79W' + 7.57H' + 121
CONC. = (WY + 5.5W + 6Y + 14.611)/27

10'-0" INLET
STEEL = 8.68W + 9.35Y + 3.79W' + 7.57H' + 231
CONC. = (WY + 5.5W + 6Y + 38.641)/27

15'-0" INLET
STEEL = 8.68W + 9.35Y + 3.79W' + 7.57H' + 341
CONC = (WY + 5.5W + 6Y + 62.671)/27

NOTES:
1. W AND H ARE EXPRESSED IN DECIMAL FEET.
2. W' = W ROUNDED TO NEAREST WHOLE FOOT.
3. Y = (H-0.5).
4. H'= (H - 2.08) ROUNDED TO NEAREST WHOLE FOOT.
5. NO DEDUCTIONS ARE MADE FOR PIPE OPENINGS IN FORMULAS.

ADD. CONCRETE PER FOOT OF H		ADD. CONCRETE PER FOOT OF W	
W	yd³/ft	H	yd³/ft
2'-6"	0.315	3'-6"	0.315
3'-0"	0.333	4'-0"	0.333
3'-6"	0.352	4'-6"	0.352
4'-0"	0.371	5'-0"	0.370
4'-6"	0.389	5'-6"	0.389
5'-0"	0.408	6'-0"	0.408
5'-6"	0.426	6'-6"	0.426
6'-0"	0.445	7'-0"	0.445
6'-6"	0.463	7'-6"	0.463
7'-0"	0.481	8'-0"	0.482
		8'-6"	0.500

QUANTITIES FOR ONE EXTENSION

BAR	SIZE	LENGTH	SPACING	NUMBER	†WEIGHT
"E"	#4	5'-8"	AS SHOWN	3	11
"G"	#4	SEE SCHEDULE	0'-11"	6	34
"H"	#6	6'-9"	AS SHOWN	5	51
"L"	#6	4'-9"	AS SHOWN	2	14
TOTAL STEEL FOR ONE EXTENSION = 110 lbs					
TOTAL CONCRETE FOR ONE EXTENSION = 0.89 yd³					

† NOTE: WHERE EXTENSION IS USED WITH CONCRETE PAVEMENT, ADD 27 lbs OF STEEL FOR BARS "M".

BAR "G" SCHEDULE

BAR "G"	LENGTH
"G1"	7'-10"
"G2"	8'-0"
"G3"	8'-2"
"G4"	8'-5"
"G5"	8'-8"
"G6"	8'-10"

*NOTE: WING QUANTITIES ARE INCLUDED IN INLET QUANTITIES.

W=2'-6" BILL OF REINFORCING STEEL FOR 1-5'-0" INLET

H	BAR "A" L = 4'-2" #4 @ 9"		BAR "C" L = 5'-8" #4 @ 9"		BAR "S" L = 5'-8" #4 @ 12"		BAR "D" L = 5'-8" #4 @ 12"±		BAR "F" L=9'-8" #6		BAR "J" L=2'-3" #4		BAR "B" #4 @ 9"			BAR "K" #4 @ 9"±			* TOTAL STEEL	TOTAL CONC.
	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	LGTH.	NO.	lbs	LGTH.	NO.	lbs	lbs	yd³
3'-6"	6	17	7	27	5	19	5	19	5	73	4	6	3'-10"	7	18	2'-7"	7	12	190	1.99
4'-0"	6	17	7	27	5	19	7	26	5	73	4	6	4'-4"	7	20	3'-1"	7	14	202	2.15
4'-6"	6	17	7	27	5	19	7	26	5	73	4	6	4'-10"	7	23	3'-7"	7	17	207	2.31
5'-0"	6	17	7	27	5	19	9	34	5	73	4	6	5'-4"	7	25	4'-1"	7	19	219	2.47
5'-6"	6	17	7	27	5	19	9	34	5	73	4	6	5'-10"	7	27	4'-7"	7	21	224	2.62
6'-0"	6	17	7	27	5	19	11	42	5	73	4	6	6'-4"	7	30	5'-1"	7	24	238	2.78
6'-6"	6	17	7	27	5	19	11	42	5	73	4	6	6'-10"	7	32	5'-7"	7	26	240	2.94
7'-0"	6	17	7	27	5	19	13	49	5	73	4	6	7'-4"	7	34	6'-1"	7	28	253	3.10
7'-6"	6	17	7	27	5	19	13	49	5	73	4	6	7'-10"	7	37	6'-7"	7	31	257	3.25

W=3'-0" BILL OF REINFORCING STEEL FOR 1-5'-0" INLET

H	BAR "A" L = 4'-8" #4 @ 9"		BAR "C" L = 6'-2" #4 @ 9"		BAR "S" L = 5'-8" #4 @ 12"		BAR "D" L = 5'-8" #4 @ 12"±		BAR "F" L=9'-8" #6		BAR "J" L=2'-3" #4		BAR "B" #4 @ 9"			BAR "K" #4 @ 9"±			* TOTAL STEEL	TOTAL CONC.
	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	LGTH.	NO.	lbs	LGTH.	NO.	lbs	lbs	yd³
3'-6"	6	19	7	29	5	19	5	19	5	73	4	6	3'-10"	7	18	2'-7"	7	12	194	2.15
4'-0"	6	19	7	29	5	19	7	26	5	73	4	6	4'-4"	7	20	3'-1"	7	14	206	2.32
4'-6"	6	19	7	29	5	19	7	26	5	73	4	6	4'-10"	7	23	3'-7"	7	17	211	2.49
5'-0"	6	19	7	29	5	19	9	34	5	73	4	6	5'-4"	7	25	4'-1"	7	19	223	2.65
5'-6"	6	19	7	29	5	19	9	34	5	73	4	6	5'-10"	7	27	4'-7"	7	21	228	2.82
6'-0"	6	19	7	29	5	19	11	42	5	73	4	6	6'-4"	7	30	5'-1"	7	24	240	2.99
6'-6"	6	19	7	29	5	19	11	42	5	73	4	6	6'-10"	7	32	5'-7"	7	26	245	3.15
7'-0"	6	19	7	29	5	19	13	49	5	73	4	6	7'-4"	7	34	6'-1"	7	28	257	3.32
7'-6"	6	19	7	29	5	19	13	49	5	73	4	6	7'-10"	7	37	6'-7"	7	31	262	3.49

W=3'-6" BILL OF REINFORCING STEEL FOR 1-5'-0" INLET

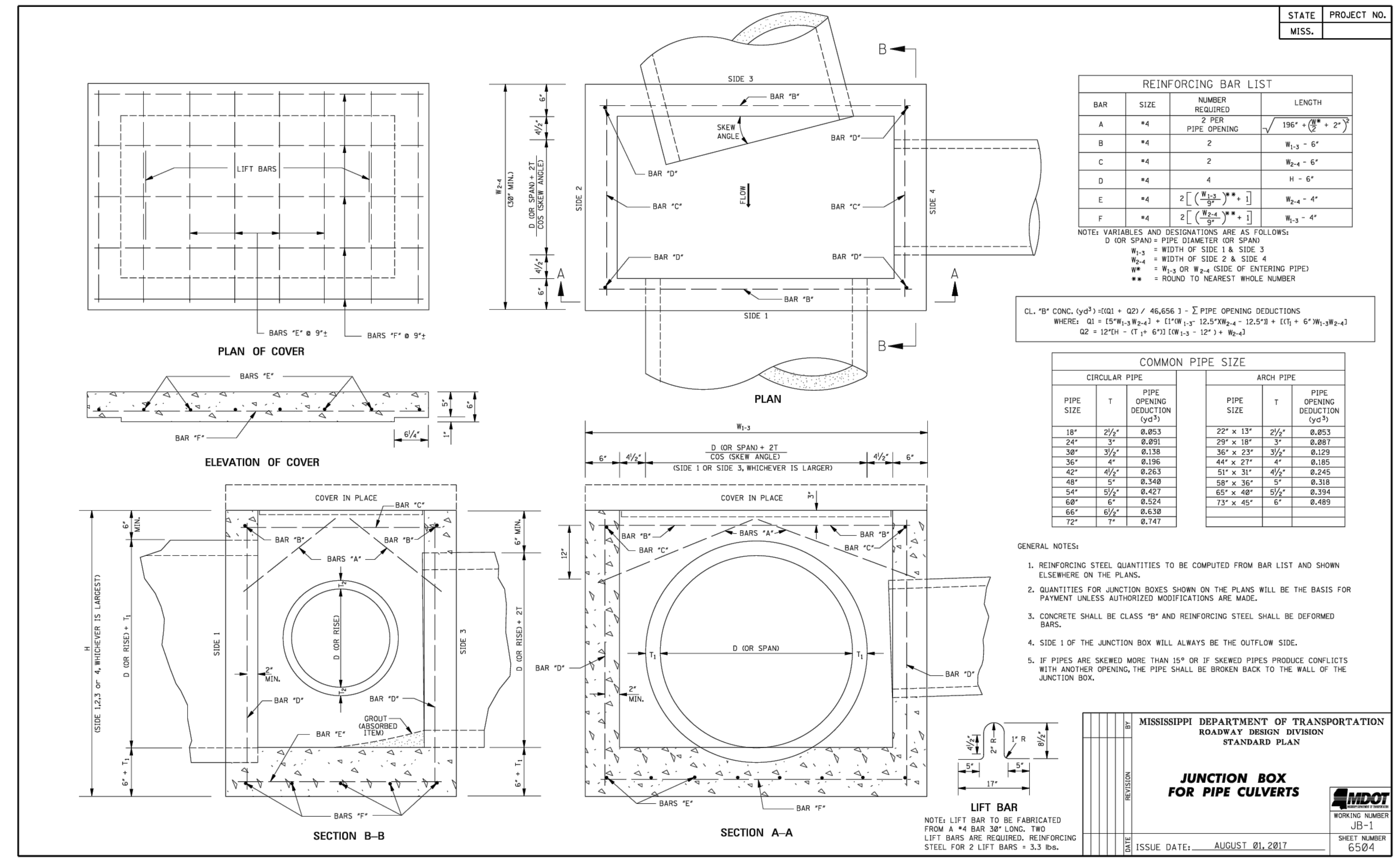
H	BAR "A" L = 5'-2" #4 @ 9"		BAR "C" L = 6'-8" #4 @ 9"		BAR "S" L = 5'-8" #4 @ 12"		BAR "D" L = 5'-8" #4 @ 12"±		BAR "F" L=9'-8" #6		BAR "J" L=2'-3" #4		BAR "B" #4 @ 9"			BAR "K" #4 @ 9"±			* TOTAL STEEL	TOTAL CONC.
	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	LGTH.	NO.	lbs	LGTH.	NO.	lbs	lbs	yd³
3'-6"	6	21	7	31	5	19	6	23	5	73	4	6	3'-10"	7	18	2'-7"	7	12	202	2.31
4'-0"	6	21	7	31	5	19	8	30	5	73	4	6	4'-4"	7	20	3'-1"	7	14	214	2.49
4'-6"	6	21	7	31	5	19	8	30	5	73	4	6	4'-10"	7	23	3'-7"	7	17	219	2.66
5'-0"	6	21	7	31	5	19	10	38	5	73	4	6	5'-4"	7	25	4'-1"	7	19	231	2.84
5'-6"	6	21	7	31	5	19	10	38	5	73	4	6	5'-10"	7	27	4'-7"	7	21	236	3.01
6'-0"	6	21	7	31	5	19	12	45	5	73	4	6	6'-4"	7	30	5'-1"	7	24	248	3.19
6'-6"	6	21	7	31	5	19	12	45	5	73	4	6	6'-10"	7	32	5'-7"	7	26	253	3.37
7'-0"	6	21	7	31	5	19	14	53	5	73	4	6	7'-4"	7	34	6'-1"	7	28	265	3.54
7'-6"	6	21	7	31	5	19	14	53	5	73	4	6	7'-10"	7	37	6'-7"	7	31	270	3.72

* NOTE: WHERE INLET IS USED WITH CONCRETE PAVEMENT, ADD 73 lbs OF STEEL FOR BARS "M".

GENERAL NOTES:

1. WHERE INLET OR INLET WITH EXTENSION(S) IS USED WITH CONCRETE PAVEMENT WITH INTERGRAL CURB, THE PAVEMENT SHALL BE BLOCKED OUT TO THE DIMENSIONS AS SHOWN FOR THE GUTTER PORTION OF THE INLET OR INLET WITH EXTENSION(S). THE PORTION BLOCKED OUT SHALL BE PLACED INTEGRAL WITH THE TOP OF THE INLET OR INLET WITH EXTENSION(S). #8 DEFORMED BARS 30" LONG SHALL BE PLACED ON 18" CENTERS AT THE CENTER OF THE PAVEMENT. THESE BARS SHALL EXTEND INTO THE GUTTER PORTION OF THE INLET OR INLET WITH EXTENSION(S) 15". THE CONSTRUCTION JOINT BETWEEN THE CONCRETE PAVEMENT AND THE INLET OR INLET WITH EXTENSION(S) SHALL BE A KEYED JOINT AS SHOWN. A SMOOTH CONSTRUCTION JOINT WILL NOT BE PERMITTED. QUANTITIES FOR BLOCKED OUT AREA OF PAVEMENT SHALL BE INCLUDED IN QUANTITIES FOR INLET OR INLET WITH EXTENSION(S).
2. THE QUANTITIES SHOWN, MINUS VOLUMETRIC DISPLACEMENT OF CONCRETE BY PIPE CULVERTS THROUGH INLET WALLS, WILL BE USED AS THE BASIS OF FINAL PAYMENT UNLESS THIS PLAN IS MODIFIED.
3. FOR CONVENIENCE, DEPTHS OF INLETS SHOWN IN ABOVE TABLE ARE INCREMENTS OF 6". BUT ANY DEPTHS OTHER THAN THESE SHOWN MAY BE USED WHEREVER DEEMED NECESSARY. QUANTITIES FOR OTHER DEPTHS, FALLING WITHIN THE LIMITS OF THE TABLE, MAY BE FOUND BY INTERPOLATION.
4. FIELD CUT AND BEND BARS AS NECESSARY TO ACCOMMODATE STORM SEWER. NO DEDUCTIONS ARE TO BE MADE IN STEEL QUANTITIES.
5. WHERE INLET IS BEING USED ADJACENT TO SIDEWALK, REFER TO OTHER SHEETS FOR TOP DETAIL.

SS-2 INLET DETAIL



REINFORCING BAR LIST

BAR	SIZE	NUMBER REQUIRED	LENGTH
A	#4	2 PER PIPE OPENING	$\sqrt{196" + (\frac{W^*}{2} + 2")^2}$
B	#4	2	W_{1-3} - 6"
C	#4	2	W_{2-4} - 6"
D	#4	4	H - 6"
E	#4	$2\left[\left(\frac{W_{1-3}}{9"}\right)^{**} + 1\right]$	W_{2-4} - 4"
F	#4	$2\left[\left(\frac{W_{2-4}}{9"}\right)^{**} + 1\right]$	W_{1-3} - 4"

NOTE: VARIABLES AND DESIGNATIONS ARE AS FOLLOWS:
D (OR SPAN) = PIPE DIAMETER (OR SPAN)
W_{1-3} = WIDTH OF SIDE 1 & SIDE 3
W_{2-4} = WIDTH OF SIDE 2 & SIDE 4
W^* = W_{1-3} OR W_{2-4} (SIDE OF ENTERING PIPE)
** = ROUND TO NEAREST WHOLE NUMBER

CL. "B" CONC. (yd³) = [(Q1 + Q2) / 46,656] - Σ PIPE OPENING DEDUCTIONS
WHERE: Q1 = [5"$W_{1-3}W_{2-4}$] + [1"(W_{1-3} - 12.5")(W_{2-4} - 12.5")] + [(T_1 + 6")$W_{1-3}W_{2-4}$]
Q2 = 12"[H - (T_1 + 6")] [(W_{1-3} - 12") + W_{2-4}]

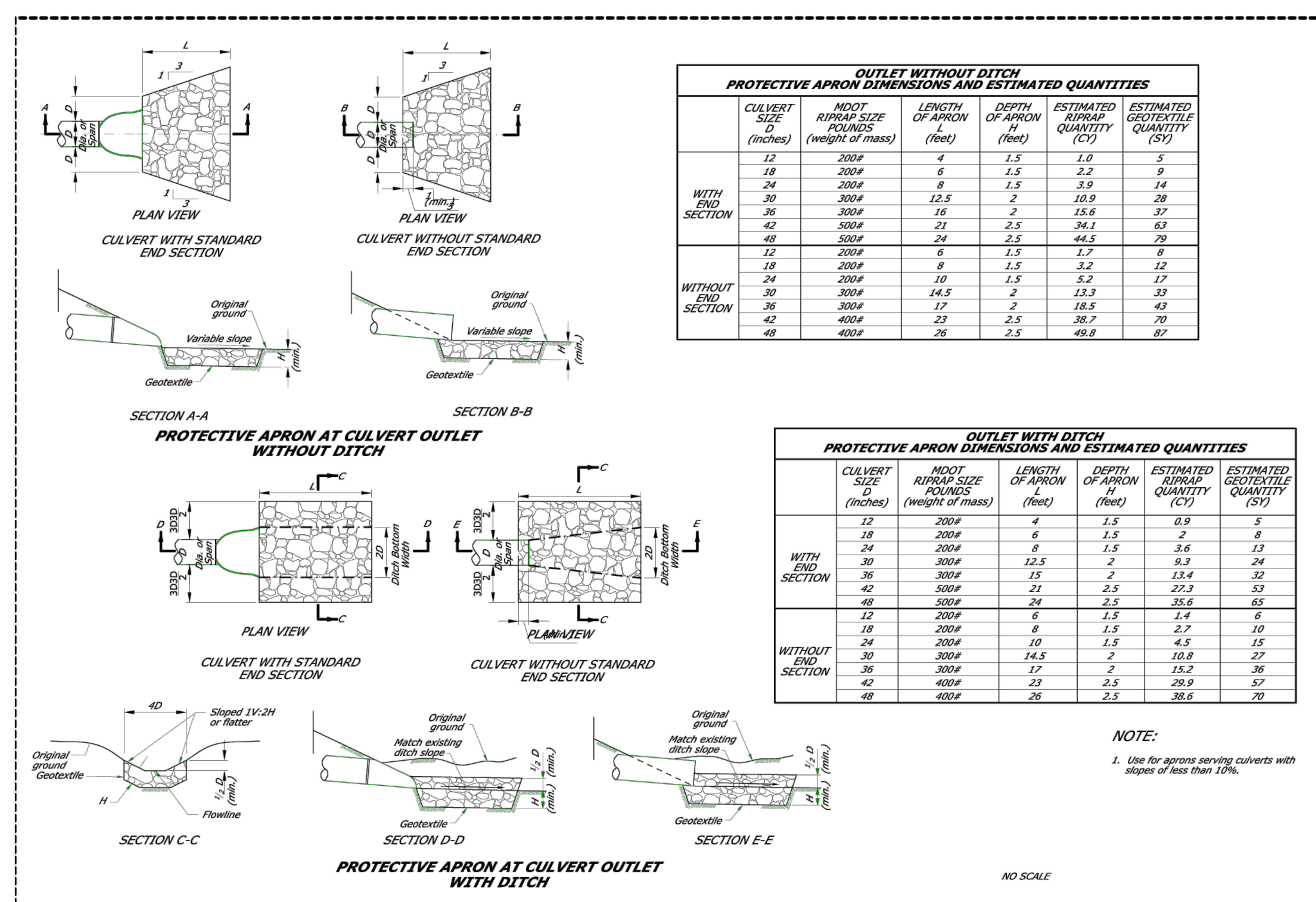
COMMON PIPE SIZE

CIRCULAR PIPE			ARCH PIPE		
PIPE SIZE	T	PIPE OPENING DEDUCTION (yd³)	PIPE SIZE	T	PIPE OPENING DEDUCTION (yd³)
18"	2½"	0.053	22" x 13"	2½"	0.053
24"	3"	0.091	29" x 18"	3"	0.087
30"	3½"	0.138	36" x 23"	3½"	0.129
36"	4"	0.196	44" x 27"	4"	0.185
42"	4½"	0.263	51" x 31"	4½"	0.245
48"	5"	0.340	58" x 36"	5"	0.318
54"	5½"	0.427	65" x 40"	5½"	0.394
60"	6"	0.524	73" x 45"	6"	0.489
66"	6½"	0.630			
72"	7"	0.747			

GENERAL NOTES:

1. REINFORCING STEEL QUANTITIES TO BE COMPUTED FROM BAR LIST AND SHOWN ELSEWHERE ON THE PLANS.
2. QUANTITIES FOR JUNCTION BOXES SHOWN ON THE PLANS WILL BE THE BASIS FOR PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE.
3. CONCRETE SHALL BE CLASS "B" AND REINFORCING STEEL SHALL BE DEFORMED BARS.
4. SIDE 1 OF THE JUNCTION BOX WILL ALWAYS BE THE OUTFLOW SIDE.
5. IF PIPES ARE SKEWED MORE THAN 15° OR IF SKEWED PIPES PRODUCE CONFLICTS WITH ANOTHER OPENING, THE PIPE SHALL BE BROKEN BACK TO THE WALL OF THE JUNCTION BOX.

JUNCTION BOX DETAIL



OUTLET WITHOUT DITCH
PROTECTIVE APRON DIMENSIONS AND ESTIMATED QUANTITIES

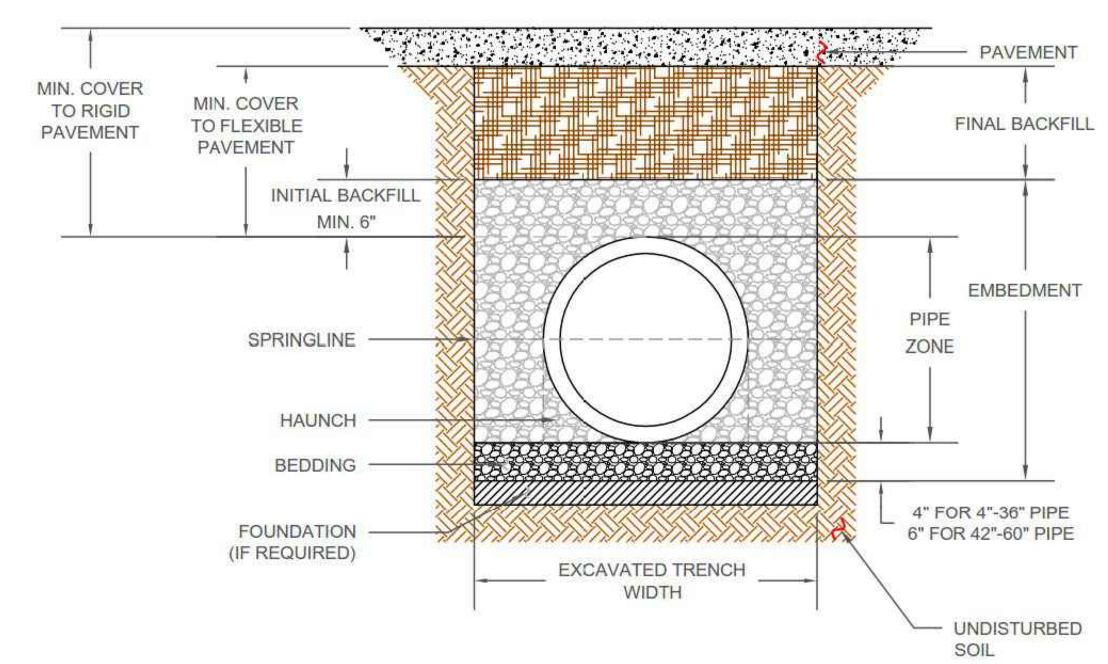
	CULVERT SIZE D (inches)	MDOT RIPRAP SIZE POUNDS (weight of mass)	LENGTH OF APRON L (feet)	DEPTH OF APRON H (feet)	ESTIMATED RIPRAP QUANTITY (CY)	ESTIMATED GEOTEXTILE QUANTITY (SY)
WITH END SECTION	12	200#	4	1.5	1.0	5
	18	200#	6	1.5	2.2	9
	24	200#	8	1.5	3.9	14
	30	300#	12.5	2	10.9	28
	36	300#	16	2	15.6	37
	42	500#	21	2.5	34.1	63
	48	500#	24	2.5	44.5	79
WITHOUT END SECTION	12	200#	6	1.5	1.7	8
	18	200#	8	1.5	3.2	12
	24	200#	10	1.5	5.2	17
	30	300#	14.5	2	13.3	33
	36	300#	17	2	18.5	43
	42	400#	23	2.5	38.7	70
	48	400#	26	2.5	49.8	87

OUTLET WITH DITCH
PROTECTIVE APRON DIMENSIONS AND ESTIMATED QUANTITIES

	CULVERT SIZE D (inches)	MDOT RIPRAP SIZE POUNDS (weight of mass)	LENGTH OF APRON L (feet)	DEPTH OF APRON H (feet)	ESTIMATED RIPRAP QUANTITY (CY)	ESTIMATED GEOTEXTILE QUANTITY (SY)
WITH END SECTION	12	200#	4	1.5	0.9	5
	18	200#	6	1.5	2	8
	24	200#	8	1.5	3.6	13
	30	300#	12.5	2	9.3	24
	36	300#	15	2	13.4	32
	42	500#	21	2.5	27.3	53
	48	500#	24	2.5	35.6	65
WITHOUT END SECTION	12	200#	6	1.5	1.4	6
	18	200#	8	1.5	2.7	10
	24	200#	10	1.5	4.5	15
	30	300#	14.5	2	10.8	27
	36	300#	17	2	15.2	36
	42	400#	23	2.5	29.9	57
	48	400#	26	2.5	38.6	70

NOTE:
1. Use for aprons serving culverts with slopes of less than 10%.

RIP-RAP DETAIL



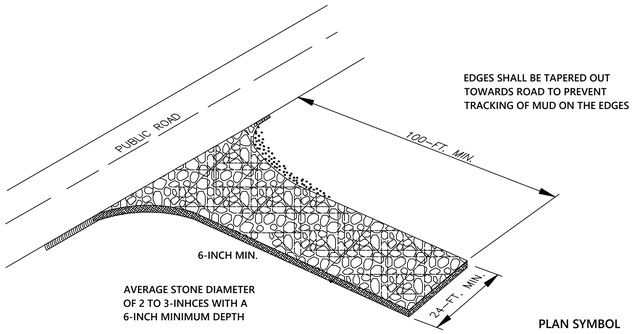
STORM DRAIN TRENCH REQUIREMENTS

JM ENGINEERING AND DESIGN
JM ENGINEERING AND DESIGN, LLC
OXFORD, MS
(662) 801-8803

STORM DRAINAGE DETAILS
GRAND OAKS - 6-B
LAKESHORE DRIVE
CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY	JRM
CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	03/15/2024
SCALE	
REVISION	09/25/2024

C-803



EDGES SHALL BE TAPERED OUT TOWARDS ROAD TO PREVENT TRACKING OF MUD ON THE EDGES

AVERAGE STONE DIAMETER OF 2 TO 3-INHCES WITH A 6-INCH MINIMUM DEPTH

UNDERLYING NON-WOVEN GEOTEXTILE FABRIC

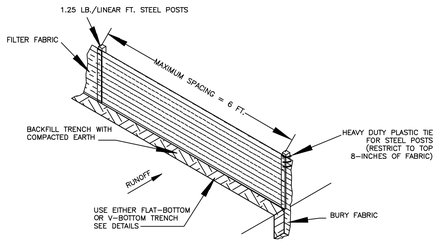
PLAN SYMBOL

CO

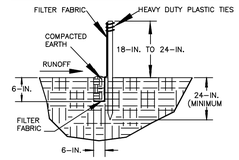
SPECIFICATION	SIZE
ROCK PAD THICKNESS	6 INCHES
ROCK PAD WIDTH	24 FEET
ROCK PAD LENGTH	100 FEET
ROCK PAD STONE LENGTH	D = 2-3 INCES

CONSTRUCTION ENTRANCE DETAIL

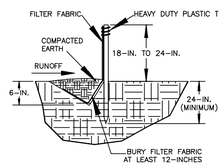
SILT FENCE INSTALLATION



FLAT-BOTTOM TRENCH DETAIL



V-SHAPED TRENCH DETAIL



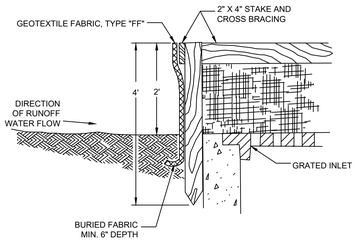
PLAN SYMBOL

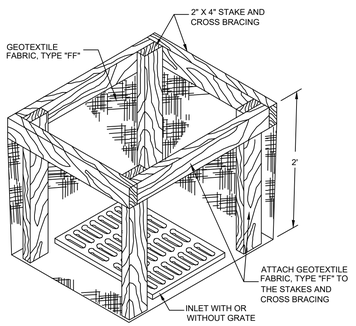
SF

SILT FENCE - GENERAL NOTES

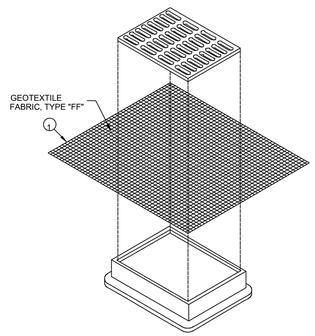
1. DO NOT PLACE SILT FENCE ACROSS CHANNELS OR IN OTHER AREAS SUBJECT TO CONCENTRATED FLOWS. SILT FENCE SHOULD NOT BE USED AS A VELOCITY CONTROL BMP. CONCENTRATED FLOWS ARE ANY FLOWS GREATER THAN 0.5 CFS.
2. MAXIMUM SHEET OR OVERLAND FLOW PATH LENGTH TO THE SILT FENCE SHALL BE 100-FEET.
3. MAXIMUM SLOPE STEEPNESS (NORMAL PERPENDICULAR TO THE FENCE LINE) SHALL BE 2:1.
4. SILT FENCE JOINS, WHEN NECESSARY, SHALL BE COMPLETED BY ONE OF THE FOLLOWING OPTIONS:
   - 4.1. WRAP EACH FABRIC TOGETHER AT A SUPPORT PAST WITH BOTH ENDS FASTENED TO THE POST, WITH A 1-FOOT MINIMUM OVERLAP
   - 4.2. OVERLAP SILT FENCE BY INSTALLING 3-FEET PASSED THE SUPPORT POST TO WHICH THE NEW SILT FENCE ROLL IS ATTACHED. ATTACH OLD ROLL TO NEW ROLL WITH HEAVY-DUTY PLASTIC TIES; OR,
   - 4.3. OVERLAP ENTIRE WIDTH OF EACH SILT FENCE ROLL FROM SUPPORT POST TO THE NEXT SUPPORT POST.
5. ATTACH FILTER FABRIC TO THE STEEL POSTS USING HEAVY-DUTY PLASTIC TIES THAT ARE EVENLY SPACED WITH THE TOP 8-INCHES OF THE FABRIC.
6. INSTALL THE SILT FENCE PERPENDICULAR TO THE DIRECTION OF THE STORMWATER FLOW AND PLACE THE SILT FENCE THE PROPER DISTANCE FROM THE TOP OF THE STEEP SLOPES TO PROVIDE SEDIMENT STORAGE AND ACCESS FOR MAINTENANCE AND CLEANOUT.
7. INSTALL SILT FENCE CHECK (TIE-BACKS) EVERY 50-100 FEET, DEPENDENT ON SLOPE, ALONG SILT FENCE THAT IS INSTALLED WITH SLOPE AND WHERE CONCENTRATED FLOWS ARE EXPECTED OR ARE DOCUMENTED ALONG THE PROPOSED/INSTALLED SILT FENCE.

SILT FENCE INSTALLATION DETAIL



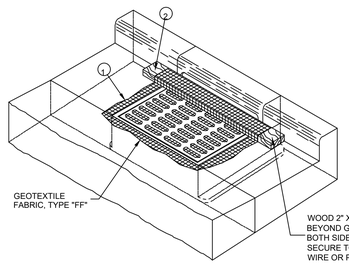


INLET PROTECTION, TYPE "A"

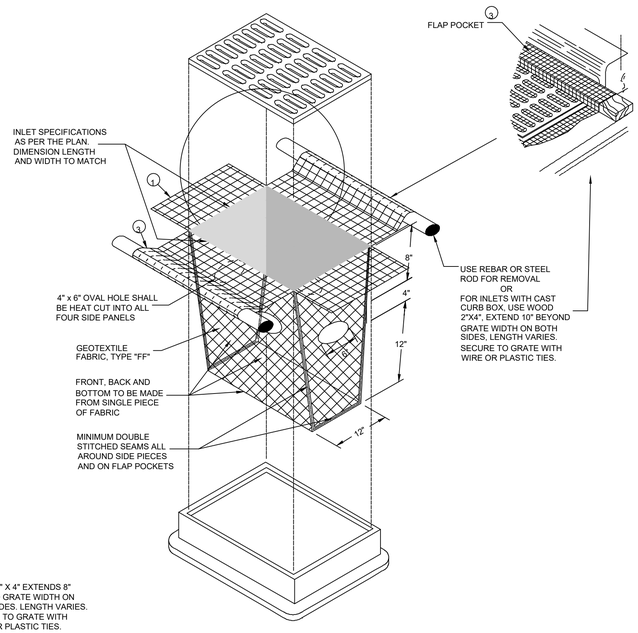


INLET PROTECTION, TYPE "B" (WITHOUT CURB BOX)

(CAN BE INSTALLED IN ANY INLET WITHOUT A CURB BOX)



INLET PROTECTION, TYPE "C" (WITH CURB BOX)



INLET PROTECTION, TYPE "D"

(CAN BE INSTALLED IN ANY INLET WITH OR WITHOUTA CURB BOX AS PER NOTE 2)

GENERAL NOTES

INLET PROTECTION DEVICES SHALL BE MAINTAINED OR REPLACED AT THE DIRECTION OF THE ENGINEER.

MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE DEPARTMENT'S EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED.

WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

1. FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
2. FOR INLET PROTECTION, TYPE C (WITH CURB BOX), AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING.
3. FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2X4.

INSTALLATION NOTES

TYPES B & C

TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.

THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEWN FLAP, HAND HOLDS OR OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.

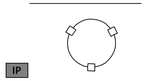
TYPE D

TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.

DO NOT INSTALL INLET PROTECTION TYPE D IN INLETS SHALLOWER THAN 30", MEASURED FROM THE BOTTOM OF THE INLET TO THE TOP OF THE GRATE.

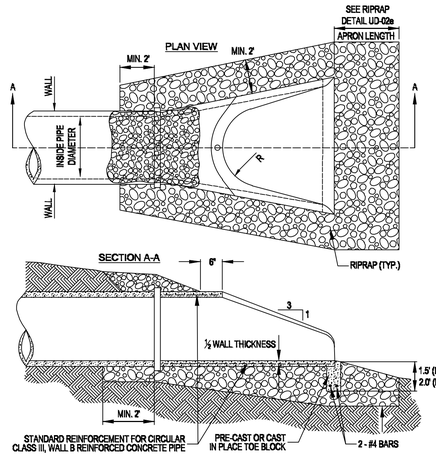
THE INSTALLED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE, BETWEEN THE INLET WALLS AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES, OF 3". WHERE NECESSARY THE CONTRACTOR SHALL CINCH THE BAG, USING PLASTIC ZIP TIES, TO ACHIEVE THE 3" CLEARANCE. THE TIES SHALL BE PLACED AT A MAXIMUM OF 4" FROM THE BOTTOM OF THE BAG.

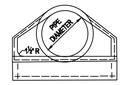
PLAN SYMBOL



IP

INLET PROTECTION DETAIL





END VIEW

RIP RAP - GENERAL NOTES

1. CONCRETE FLARED END SECTIONS SHOULD BE CONSIDERED FOR USE WITH CONCRETE PIPE CULVERTS HAVING SKEWS NO GREATER THAN 15 DEGREES.
2. PRECAST CONCRETE FLARED END SECTIONS SHALL CONFORM TO THE APPLICABLE REQUIREMENTS OF AASHTO M-170 CLASS 111, WALL B REINFORCED CONCRETE PIPE.
3. PRECAST CONCRETE FLARED END SECTION FOR PIPE DIAMETER REQUIRED SHALL BE AS INDICATED ON DETAIL PLAN FOR EACH INDIVIDUAL INSTALLATION.
4. THE END BLOCK SHALL BE PLACED PRIOR TO THE INSTALLATION OF THE FLARED END SECTION. THE END BLOCK SHALL BE BACKFILLED IN ACCORDANCE WITH ART. 502.10 OF THE STANDARD SPECIFICATIONS. THIS COST SHALL BE INCIDENTAL TO EACH END SECTION.
5. RIPRAP SHALL CONFORM TO SECT. 281 OF THE STANDARD SPECIFICATIONS.
6. INSTALL FILTER FABRIC UNDER ALL RIPRAP AND BEDDING. FILTER FABRIC SHALL CONFORM TO SECT. 282 OF THE STANDARD SPECIFICATIONS.

RIP RAP DETAIL

JM ENGINEERING AND DESIGN, LLC
OXFORD, MS
(662) 801-8803

EROSION CONTROL DETAILS

GRAND OAKS - 6-B

LAKESHORE DRIVE

CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY	JRM
CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	03/15/2024
SCALE	
REVISION	09/25/2024

C-804

OXFORD
PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Alderman
From: Kate Kenwright; Planner II
Date: November 5, 2024
RE: Request approval of a Final Plat for Case #3119, Oxford Commons Lots, LLC (David Blackburn) for 'The Heights, Phases 10, 11 & 12', for property located at 713 Primrose Drive (PPIN #4503)

The subject property is located south of Sisk Avenue and west of Buddy East Parkway. The three phases will be the site of 40 lots. The breakdown of the lots are as follows: 15 lots in Phase 10, 16 lots in Phase 11, and 9 lots in Phase 12. All lots are under half an acre in size, and they all comply with the dimensional standards.

Engineering provided comments in the attached Staff Report regarding Infrastructure and Stormwater Management.

This case was approved unanimously by the Planning Commission at the August 2023 meeting of the Planning Commission with the 9 conditions listed in the Staff Report.

Recommendation: Staff and the Planning Commission recommend approval of the requested Final Plat for 'The Heights, Phases 10, 11 & 12' with the following conditions:

1. Approval by the Mayor and Board of Aldermen of the Final Plat for 'The Heights, Phases 10, 11 & 12'

2. A copy of the stamped recorded covenants shall be provided to the City at the time the plat is recorded with the Chancery Clerk.

3. Prior to the Mayor and Board of Aldermen hearing this request, the dedication of conservation easement land for tree mitigation (per the 2016 variance) shall be provided to the Planning Department Staff. (Planning).

4. Approval is for the plan as submitted subject to necessary technical revisions per the Site Plan Review Committee.

5. A final inspection of the work must be held between the contractor, engineer and city representatives.

6. Satisfactory video inspections of all storm water and sanitary sewer conveyance facilities to be publicly owned and maintained must be made.

7. A subdivision bond for all unfinished work in the subdivision must submitted.

8. Plat must be recorded before sale of water and sewer taps to take place.

9. Emergency access drive must be constructed and inspected by the City Engineer prior to filing the plat.

OXFORD
PLANNING
DEPARTMENT

Case #3119

To: Oxford Planning Commission
From: Kate Kenwright, Planner II
Date: August 12, 2024

Applicant: Oxford Commons Lots, LLC (David Blackburn)
Owner: Same
Request: Final Plat for 'The Heights, Phases 10, 11 & 12'
Location: 713 Primrose Drive (PPIN #4503)
Zoning: (TSR) Traditional Suburban Residential

Surrounding Zoning:
All: (TSR) Traditional Suburban Residential

Case History: Case #2988 – Preliminary Plat – August 2023
Case #2481 – Preliminary Plat 'The Heights Ph, 6-16 & 18' – May 2019
Case #2487 – Variance & Special Exception for 'The Heights Ph, 6-16 & 18' – May 2019

Planning Comments: The subject property is located south of Sisk Avenue and west of Buddy East Parkway. These three phases of The Heights were originally submitted as a part of the Oxford Commons Master Plan. According to the applicant, these phases of the Heights were originally approved in 2019 but were granted approval again in 2023. The three phases will be the site of 40 lots.

The breakdown of the 40 lots are as follows: 15 lots in Phase 10, 16 lots in Phase 11, and 9 lots in Phase 12. All lots are under half an acre in size, and they all comply with the dimensional standards.

Tree mitigation and open space is governed by the 2016 Tree Mitigation Variance and 2019 PUD plan that requires at least 14% land preserved for tree mitigation as well as at least 20% open space. Areas are indicated for conservation and open space on the plat. These areas will require an update of the approved Tracking Spreadsheet to indicate the location of the area to be dedicated, its size, how it is to be conserved, and whether it is to also be considered part of the Tree Mitigation requirements.

Engineering Comments:

Infrastructure

Construction Drawings for this phase of the Heights were approved in 2019. All streets, sanitary sewer and water facilities will be publicly owned and maintained by the City of Oxford. Construction of these items has been completed with the exception of the final lift of asphalt pavement on the roadways, and the required emergency access to Hedges Cove.

Stormwater Management

Stormwater management for the subdivision is currently handled by an existing above ground detention facility previously constructed and approved in 2019.

Recommendation: Staff recommends approval of the requested Final Plat for 'The Heights, Phases 10, 11 & 12' with the following conditions:

1. Approval by the Mayor and Board of Aldermen of the Final Plat for 'The Heights, Phases 10, 11 & 12'

2. A copy of the stamped recorded covenants shall be provided to the City at the time the plat is recorded with the Chancery Clerk.

3. Prior to the Mayor and Board of Aldermen hearing this request, the dedication of conservation easement land for tree mitigation (per the 2016 variance) shall be provided to the Planning Department Staff. (Planning).

4. Approval is for the plan as submitted subject to necessary technical revisions per the Site Plan Review Committee.

5. A final inspection of the work must be held between the contractor, engineer and city representatives.

6. Satisfactory video inspections of all storm water and sanitary sewer conveyance facilities to be publicly owned and maintained must be made.

7. A subdivision bond for all unfinished work in the subdivision must submitted.

8. Plat must be recorded before sale of water and sewer taps to take place.

9. Emergency access drive must be constructed and inspected by the City Engineer prior to filing the plat.

Geotechnical Engineering
Hydraulic Engineering
Civil Engineering
Surveying

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

1776 N. Lamar Ave.
Oxford, MS 38655
oxford@pecorpms.com

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

June 28, 2024

Ben Requet
City Planner
107 Courthouse Square
Oxford, MS 38566
(662) 232-2305

Re: *Final Plat*
Request: Final Plat Approval
The Heights Subdivision – Phases 10, 11, & 12

Dear Mr. Requet,

The requested approval is for the Final Plat of the Heights Subdivision Phase 10, 11, and 12 at Oxford Commons. The original submittal was part of the Oxford Commons Master Plan. These phases, along with all other future phases at the time, were approved in 2019 as part of the redivision of the Heights. The phases seeking reapproval are all located South of Sisk Ave. and directly South of the High school. The Stormwater was also approved in 2019 to match the new subdivision layout. The drainage is still directed to the Southeast corner of the subdivision and collected in a large detention pond.

If you have any questions or comments, please feel free to contact me at our office.

Sincerely,

Jonathan E. Adams, PS
Precision Engineering Corporation
(662) 234-8539

"SURVEYOR'S 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' 18") counter clockwise. 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: June, 2023
4. This Survey Is Subject To Any Easements, Recorded Or Unrecorded, Shown Or Not Shown, On This Plat.
5. This Survey Was Done Without The Benefit Of A Title Search.
6. This Property Has The Following Building Setbacks:
   Front: 5.0 Ft.
   Side: 5.0 Ft.
   Rear: 5.0 Ft.
7. All Building Setbacks Are Also Utility Easements.
   All Property Corner Are 1/2" X 18" Rebars Unless Noted Otherwise On The Plat.
9. All common property/detention pond 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/dentition pond. The common area/detention pond 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 pond and shall bear his proportionate responsibility for the continued maintenance in accordance with the City of Oxford and Lafayette County.
10. The Oxford Commons Homeowners Association, Inc., a Mississippi nonprofit corporation (the "Association"), shall be responsible for the maintenance, upkeep, and payment of ad valorem taxes for all Common Property shown on this Plat. In the event of a permanent dissolution of the Association, all owners of lots within all phases of the Heights Subdivision existing at the time of such permanent dissolution shall immediately thereupon hold title to the Common Property as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof on a pro rata basis determined by the total number of lots within all phases of the Heights Subdivision. Furthermore, in the event of such permanent dissolution, the ad valorem taxes for all Common Property shown on this Plat shall be assessed to each lot within the Heights Subdivision on a pro rata basis determined by the total number of lots within all phases of the Heights Subdivision.
11. Surface water management systems located outside of the right-of-way shall be owned and maintained by the Oxford Commons Homeowners Association and/or by the property owner(s) of the lots unless noted otherwise. This includes the drainage easements shown on this plat.

DESCRIPTION OF PROPERTY

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 GRID VALUES, USING A SCALE FACTOR OF 0.999995158 AND A CONVERGENCE ANGLE OF (–)00 DEGREES 22 MINUTES 18 SECONDS CALCULATED AT THE POINT OF COMMENCEMENT OF THIS SURVEY.

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 3 WEST, LAFAYETTE COUNTY, MISSISSIPPI, CONTAINING 14.724 ACRES, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 24" OAK TREE AT A FENCE INTERSECTION LOCATED AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 3 WEST LAFAYETTE COUNTY, MISSISSIPPI. SAID POINT BEING FURTHER DEFINED BY STATE PLANE COORDINATES OF N: 1,772,745.07 AND E: 785,632.30.

RUN THENCE SOUTH 88 DEGREES 58 MINUTES 18 SECONDS EAST A DISTANCE OF 1280.78 FEET TO A 1/2" IRON ROD SET AT THE POINT OF BEGINNING, SAID POINT BEING FURTHER DEFINED BY STATE PLANE COORDINATES OF N: 1772722.09 AND E: 786912.88.

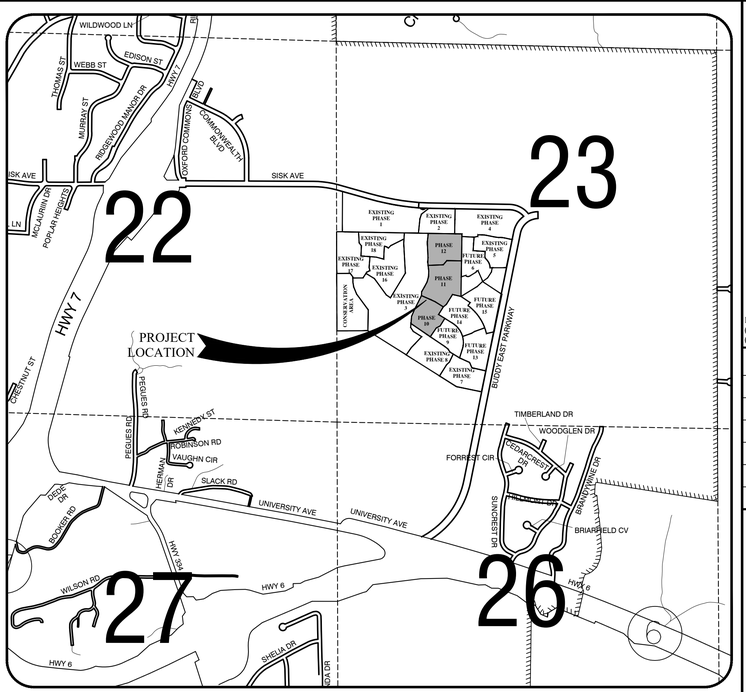
FROM SAID POINT OF BEGINNING, RUN SOUTH 06 DEGREES 26 MINUTES 49 SECONDS WEST A DISTANCE OF 123.51 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 02 DEGREES 38 MINUTES 33 SECONDS EAST A DISTANCE OF 218.73 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 04 DEGREES 02 MINUTES 03 SECONDS WEST A DISTANCE OF 60.11 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 06 DEGREES 35 MINUTES 56 SECONDS EAST A DISTANCE OF 126.30 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 01 DEGREES 58 MINUTES 41 SECONDS WEST A DISTANCE OF 77.68 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 15 DEGREES 03 MINUTES 13 SECONDS WEST A DISTANCE OF 77.87 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 28 DEGREES 09 MINUTES 03 SECONDS WEST A DISTANCE OF 77.94 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 29 DEGREES 56 MINUTES 27 SECONDS WEST A DISTANCE OF 78.77 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 02 DEGREES 27 MINUTES 15 SECONDS WEST A DISTANCE OF 53.80 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 26 DEGREES 38 MINUTES 23 SECONDS WEST A DISTANCE OF 203.80 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 23 DEGREES 43 MINUTES 21 SECONDS WEST A DISTANCE OF 116.98 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 04 DEGREES 39 MINUTES 30 SECONDS WEST A DISTANCE OF 106.34 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 56 DEGREES 11 MINUTES 49 SECONDS EAST A DISTANCE OF 274.78 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 56 DEGREES 11 MINUTES 49 SECONDS EAST A DISTANCE OF 49.63 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 34 DEGREES 39 MINUTES 35 SECONDS EAST A DISTANCE OF 151.51 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 57 DEGREES 50 MINUTES 09 SECONDS EAST A DISTANCE OF 161.76 FEET TO A 1/2" IRON ROD SET; THENCE WITH A CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 186.16 FEET, A RADIUS OF 125.00 FEET, A CHORD BEARING OF SOUTH 15 DEGREES 10 MINUTES 12 SECONDS EAST, AND A CHORD LENGTH OF 169.43 FEET, TO A 1/2" IRON ROD SET; THENCE SOUTH 27 DEGREES 29 MINUTES 46 SECONDS WEST A DISTANCE OF 45.18 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 27 DEGREES 29 MINUTES 46 SECONDS WEST A DISTANCE OF 77.03 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 62 DEGREES 30 MINUTES 14 SECONDS EAST A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 27 DEGREES 29 MINUTES 46 SECONDS EAST A DISTANCE OF 47.82 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 27 DEGREES 29 MINUTES 46 SECONDS EAST A DISTANCE OF 74.38 FEET TO A 1/2" IRON ROD SET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 260.63 FEET, A RADIUS OF 175.00 FEET, A CHORD BEARING OF NORTH 15 DEGREES 10 MINUTES 12 SECONDS WEST, AND A CHORD LENGTH OF 237.20 FEET, TO A 1/2" IRON ROD SET; THENCE NORTH 57 DEGREES 50 MINUTES 09 SECONDS WEST A DISTANCE OF 131.93 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 32 DEGREES 09 MINUTES 51 SECONDS EAST A DISTANCE OF 125.00 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 57 DEGREES 50 MINUTES 09 SECONDS WEST A DISTANCE OF 103.84 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 32 DEGREES 07 MINUTES 34 SECONDS EAST A DISTANCE OF 125.00 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 50 DEGREES 50 MINUTES 39 SECONDS EAST A DISTANCE OF 52.78 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 32 DEGREES 09 MINUTES 51 SECONDS EAST A DISTANCE OF 164.83 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 77 DEGREES 00 MINUTES 32 SECONDS EAST A DISTANCE OF 120.73 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 00 DEGREES 55 MINUTES 14 SECONDS EAST A DISTANCE OF 873.86 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 88 DEGREES 58 MINUTES 18 SECONDS WEST A DISTANCE OF 471.27 FEET BACK TO THE POINT OF BEGINNING.

CURVE DATA TABLE

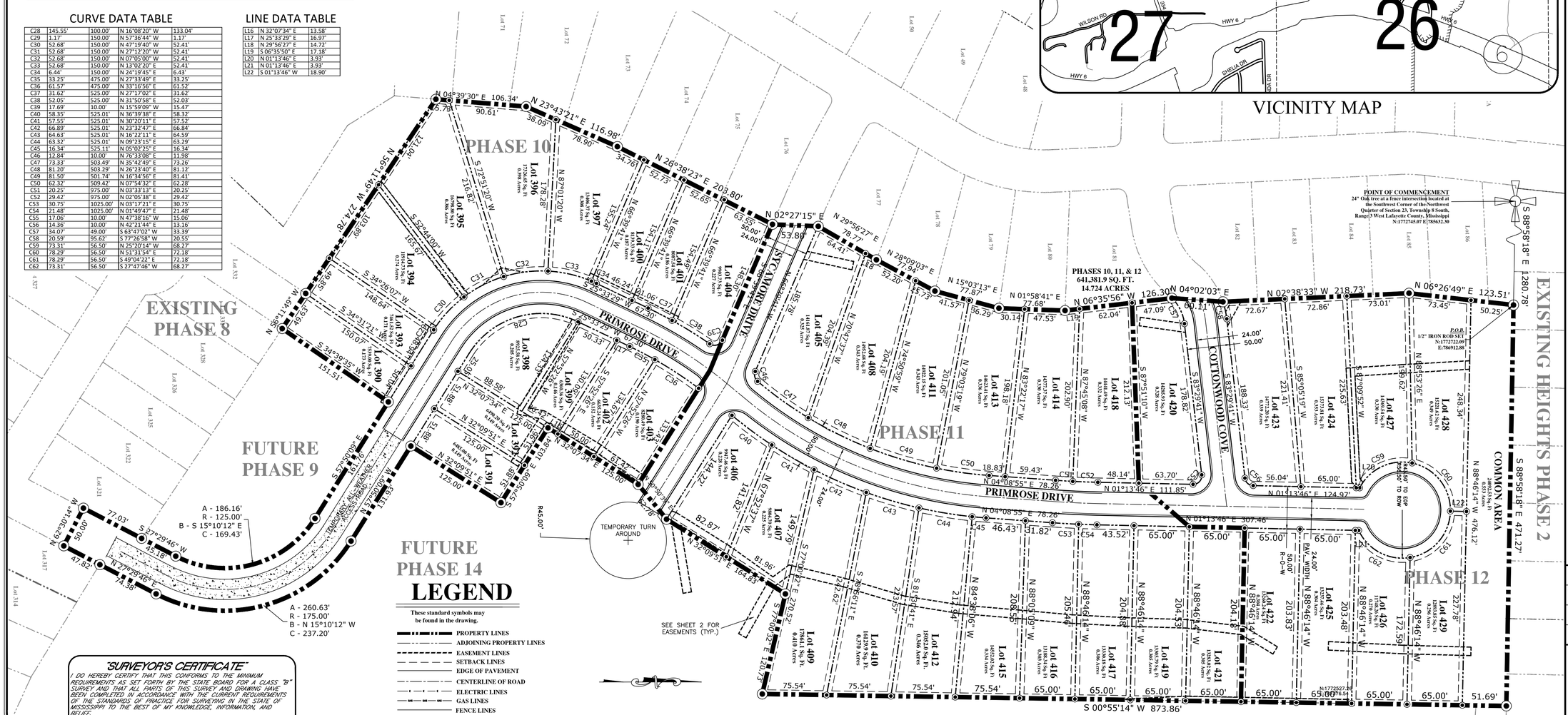
C28	145.55'	100.00'	N 16°08'20" W	133.04'
C29	1.17'	150.00'	N 57°36'44" W	1.17'
C30	52.68'	150.00'	N 47°19'40" W	52.41'
C31	52.68'	150.00'	N 27°12'20" W	52.41'
C32	52.68'	150.00'	N 07°05'00" W	52.41'
C33	52.68'	150.00'	N 13°02'20" E	52.41'
C34	6.44'	150.00'	N 24°19'45" E	6.43'
C35	33.25'	475.00'	N 27°33'49" E	33.25'
C36	61.57'	475.00'	N 33°16'56" E	61.52'
C37	31.62'	525.00'	N 27°17'02" E	31.62'
C38	52.05'	525.00'	N 31°50'58" E	52.03'
C39	17.69'	10.00'	N 15°59'05" W	15.47'
C40	58.35'	525.01'	N 36°39'38" E	58.32'
C41	57.55'	525.01'	N 30°20'11" E	57.52'
C42	66.89'	525.01'	N 23°32'47" E	66.84'
C43	64.63'	525.01'	N 16°22'11" E	64.59'
C44	63.32'	525.01'	N 09°23'15" E	63.29'
C45	16.34'	525.11'	N 05°02'25" E	16.34'
C46	12.84'	10.00'	N 76°33'08" E	11.98'
C47	73.33'	503.49'	N 35°42'49" E	73.26'
C48	81.20'	503.29'	N 26°23'40" E	81.12'
C49	81.50'	501.74'	N 16°34'56" E	81.41'
C50	62.32'	509.42'	N 07°54'32" E	62.28'
C51	20.25'	975.00'	N 03°33'13" E	20.25'
C52	29.42'	975.00'	N 02°05'38" E	29.42'
C53	30.75'	1025.00'	N 03°17'21" E	30.75'
C54	21.48'	1025.00'	N 01°49'47" E	21.48'
C55	17.06'	10.00'	N 47°38'16" W	15.06'
C56	14.36'	10.00'	N 42°21'44" E	13.16'
C57	34.07'	49.00'	S 63°47'02" W	33.39'
C58	20.59'	95.62'	S 77°26'58" W	20.55'
C59	73.31'	56.50'	N 25°20'14" W	68.27'
C60	78.29'	56.50'	N 51°31'54" E	72.18'
C61	78.29'	56.50'	S 49°04'22" E	72.18'
C62	73.31'	56.50'	S 27°47'46" W	68.27'

LINE DATA TABLE

L16	N 32°07'34" E	13.58'
L17	N 25°33'29" E	16.97'
L18	N 29°56'27" E	14.72'
L19	S 06°35'50" E	17.18'
L20	N 01°13'46" E	3.93'
L21	N 01°13'46" E	3.93'
L22	S 01°13'46" W	18.90'



VICINITY MAP



"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

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
- ELECTRIC LINES
- GAS LINES
- FENCE LINES
- BUILDING
- PROPERTY CORNERS
- EXISTING MONUMENTS

CIVIL • CONSULTING • GEO
PEC
PRECISION ENGINEERING CORPORATION
EST. 1976
LAND SURVEYORS

PHONE: (662) 234-8539 (662) 534-6205
EMAIL: OXFORD@PECORPMS.COM PECORPMS.COM
WEB SITE:
FAX: (662) 234-8639 (662) 534-6205

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:

FINAL PLAT
FOR
THE HEIGHTS SUBDIVISION
PHASES 10, 11, & 12
IN THE SW 1/4 OF SECTION 23, T-8-S, R-3-W,
LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY: J. ADAMS, P.S.		DATE: 06-19-2024
CHECKED BY: J. ADAMS, P.S.		SCALE: 1"=60'
DRAWING NO.: 6865		

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.: 1.0

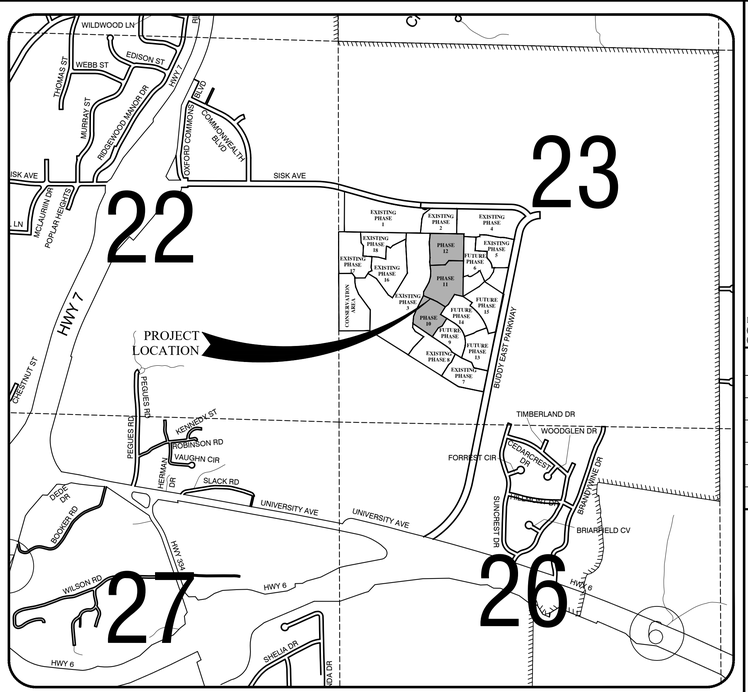
FINAL PLAT (EASEMENTS)
FOR
THE HEIGHTS SUBDIVISION
PHASES 10, 11, & 12
IN THE SW 1/4 OF SECTION 23, T-8-S, R-3-W,
LAFAYETTE COUNTY, MISSISSIPPI

PEC
PRECISION ENGINEERING CORPORATION
EST. 1976
CIVIL • CONSULTING • GEO
LAND SURVEYORS

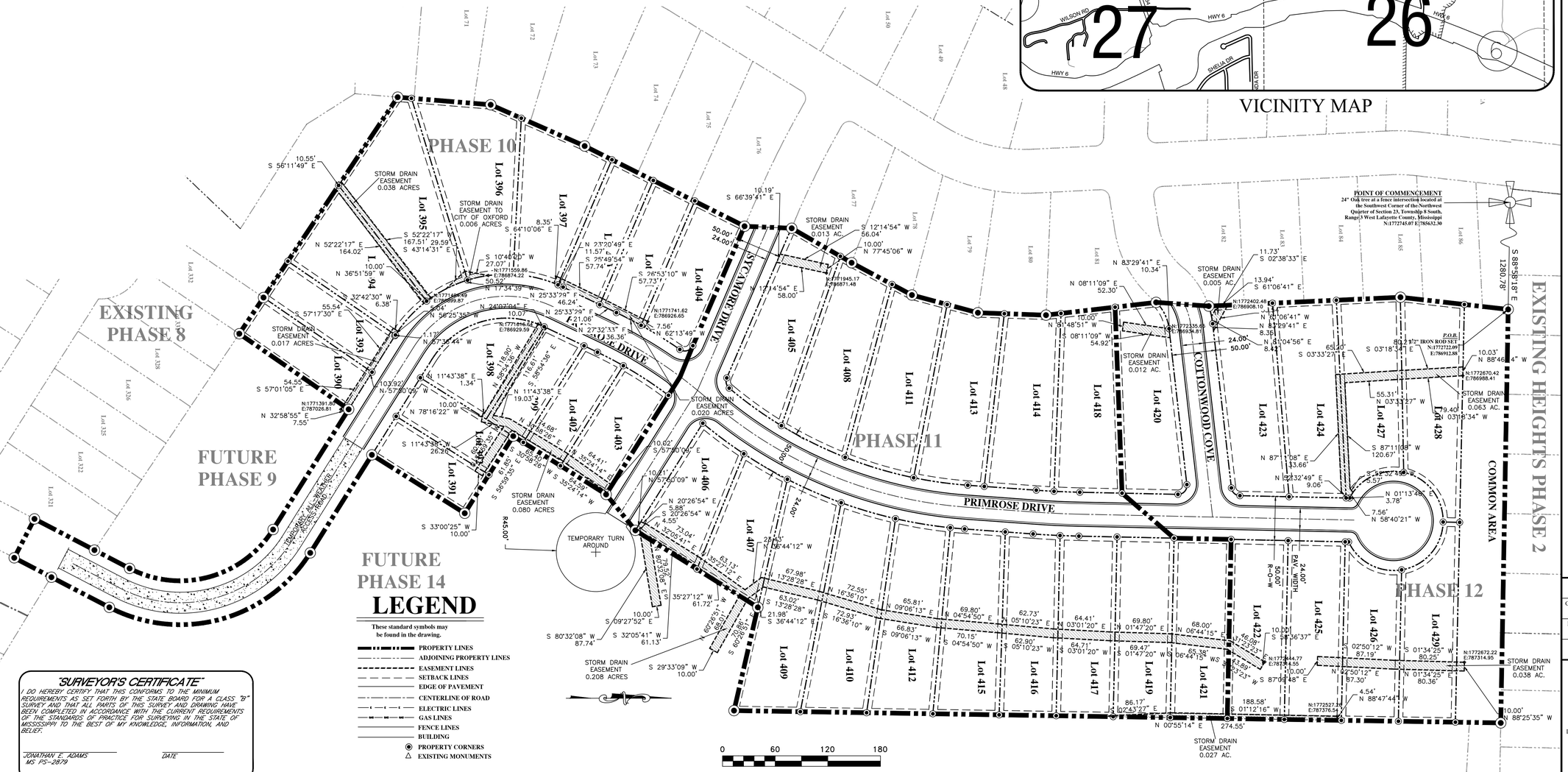
PHONE: (662) 234-8539 (662) 534-6205
EMAIL: OXFORD@PECORPMS.COM
WEB SITE: PECORPMS.COM
FAX: (662) 234-8639 (662) 534-6205

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:



VICINITY MAP



"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

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
- ELECTRIC LINES
- GAS LINES
- FENCE LINES
- BUILDING
- PROPERTY CORNERS
- EXISTING MONUMENTS

0 60 120 180

DRAWN BY: J. ADAMS, P.S.		DATE: 06-19-2024
CHECKED BY: J. ADAMS, P.S.		SCALE: 1"=60'
DRAWING NO.: 6865		

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

~DESCRIPTION OF PROPERTY~

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 GRID VALUES, USING A SCALE FACTOR OF 0.999995158 AND A CONVERGENCE ANGLE OF (-)00 DEGREES 22 MINUTES 18 SECONDS CALCULATED AT THE POINT OF COMMENCEMENT OF THIS SURVEY.

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 3 WEST, LAFAYETTE COUNTY, MISSISSIPPI, CONTAINING 14.724 ACRES, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 24" OAK TREE AT A FENCE INTERSECTION LOCATED AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 3 WEST LAFAYETTE COUNTY, MISSISSIPPI. SAID POINT BEING FURTHER DEFINED BY STATE PLANE COORDINATES OF N: 1,772,745.07 AND E: 785,632.30.

RUN THENCE SOUTH 88 DEGREES 58 MINUTES 18 SECONDS EAST A DISTANCE OF 1280.78 FEET TO A 1/2" IRON ROD SET AT THE POINT OF BEGINNING, SAID POINT BEING FURTHER DEFINED BY STATE PLANE COORDINATES OF N: 1772722.09 AND E: 786912.88.

FROM SAID POINT OF BEGINNING, RUN SOUTH 06 DEGREES 26 MINUTES 49 SECONDS WEST A DISTANCE OF 123.51 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 02 DEGREES 38 MINUTES 33 SECONDS EAST A DISTANCE OF 218.73 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 04 DEGREES 02 MINUTES 03 SECONDS WEST A DISTANCE OF 60.11 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 06 DEGREES 35 MINUTES 56 SECONDS EAST A DISTANCE OF 126.30 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 01 DEGREES 58 MINUTES 41 SECONDS WEST A DISTANCE OF 77.68 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 15 DEGREES 03 MINUTES 13 SECONDS WEST A DISTANCE OF 77.87 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 28 DEGREES 09 MINUTES 03 SECONDS WEST A DISTANCE OF 77.94 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 29 DEGREES 56 MINUTES 27 SECONDS WEST A DISTANCE OF 78.77 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 02 DEGREES 27 MINUTES 15 SECONDS WEST A DISTANCE OF 53.80 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 26 DEGREES 38 MINUTES 23 SECONDS WEST A DISTANCE OF 203.80 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 23 DEGREES 43 MINUTES 21 SECONDS WEST A DISTANCE OF 116.98 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 04 DEGREES 39 MINUTES 30 SECONDS WEST A DISTANCE OF 106.34 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 56 DEGREES 11 MINUTES 49 SECONDS EAST A DISTANCE OF 274.78 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 56 DEGREES 11 MINUTES 49 SECONDS EAST A DISTANCE OF 49.63 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 34 DEGREES 39 MINUTES 35 SECONDS EAST A DISTANCE OF 151.51 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 57 DEGREES 50 MINUTES 09 SECONDS EAST A DISTANCE OF 161.76 FEET TO A 1/2" IRON ROD SET; THENCE WITH A CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 186.16 FEET, A RADIUS OF 125.00 FEET, A CHORD BEARING OF SOUTH 15 DEGREES 10 MINUTES 12 SECONDS EAST, AND A CHORD LENGTH OF 169.43 FEET, TO A 1/2" IRON ROD SET; THENCE SOUTH 27 DEGREES 29 MINUTES 46 SECONDS WEST A DISTANCE OF 45.18 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 27 DEGREES 29 MINUTES 46 SECONDS WEST A DISTANCE OF 77.03 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 62 DEGREES 30 MINUTES 14 SECONDS EAST A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 27 DEGREES 29 MINUTES 46 SECONDS EAST A DISTANCE OF 47.82 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 27 DEGREES 29 MINUTES 46 SECONDS EAST A DISTANCE OF 74.38 FEET TO A 1/2" IRON ROD SET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 260.63 FEET, A RADIUS OF 175.00 FEET, A CHORD BEARING OF NORTH 15 DEGREE 10 MINUTES 12 SECONDS WEST, AND A CHORD LENGTH OF 237.20 FEET, TO A 1/2" IRON ROD SET; THENCE NORTH 57 DEGREES 50 MINUTES 09 SECONDS WEST A DISTANCE OF 131.93 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 32 DEGREES 09 MINUTES 51 SECONDS EAST A DISTANCE OF 125.00 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 57 DEGREES 50 MINUTES 09 SECONDS WEST A DISTANCE OF 103.84 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 32 DEGREES 07 MINUTES 34 SECONDS EAST A DISTANCE OF 125.00 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 50 DEGREES 50 MINUTES 39 SECONDS EAST A DISTANCE OF 52.78 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 32 DEGREES 09 MINUTES 51 SECONDS EAST A DISTANCE OF 164.83 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 77 DEGREES 00 MINUTES 32 SECONDS EAST A DISTANCE OF 120.73 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 00 DEGREES 55 MINUTES 14 SECONDS EAST A DISTANCE OF 873.86 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 88 DEGREES 58 MINUTES 18 SECONDS WEST A DISTANCE OF 471.27 FEET BACK TO THE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE

I certify that the within plat of THE HEIGHTS SUBDIVISION, PHASES 10, 11, & 12, 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

ENGINEER'S CERTIFICATE

I certify that THE HEIGHTS SUBDIVISION, PHASES 10, 11, & 12 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

~CITY OF OXFORD~
~STATE OF MISSISSIPPI~

APPROVED AND RECOMMENDED FOR ACCEPTANCE BY THE CITY OF OXFORD PLANNING COMMISSION, THIS THE _____ DAY OF _____, 20___.

_____
BRIAN HYNEMAN, CHAIRMAN
CITY OF OXFORD PLANNING COMMISSION

~CITY ENGINEER'S CERTIFICATE~

I CERTIFY THAT THE PLAT OF THE HEIGHTS SUBDIVISION, PHASES 10, 11, & 12 AT OXFORD COMMONS HAS COMPLIED WITH ONE OF THE FOLLOWING ALTERNATIVES FOR THE SUBDIVISION:

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, 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, PE
CITY ENGINEER, CITY OF OXFORD

~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

~RESTRICTIVE COVENANTS~

RECORDED IN INSTRUMENT NUMBER_____, OF THE LAND RECORDS IN THE CHANCERY CLERK'S OFFICE OF LAFAYETTE COUNTY, MISSISSIPPI.

OWNER'S CERTIFICATE

I, David B. Blackburn, as Manager of Oxford Commons IV, 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 of THE HEIGHTS SUBDIVISION, PHASES 10, 11, & 12, 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, 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___.

_____
DAVID B. BLACKBURN, MANAGER
OXFORD COMMONS IV LLC
2088 OLD TAYLOR ROAD
OXFORD, MS 38655

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the state and county aforesaid, the within named DAVID BLACKBURN, in the capacity as MANAGER of OXFORD COMMONS IV, LLC, a Mississippi limited liability company, who acknowledged the he executed and delivered the above and foregoing OWNER'S CERTIFICATE, on behalf of said limited liability company, on the date and in the year therein mentioned, for the consideration therein recited, first being authorized so to do.

Witness my hand and official seal this the _____ day of _____, 20___.

_____
NOTARY PUBLIC

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

PHONE: (662) 234-8539 (662) 534-6205
EMAIL: OXFORD@PECORPMS.COM
WEB SITE: PECORPMS.COM
FAX: (662) 234-8639 (662) 534-6205

REVISIONS:

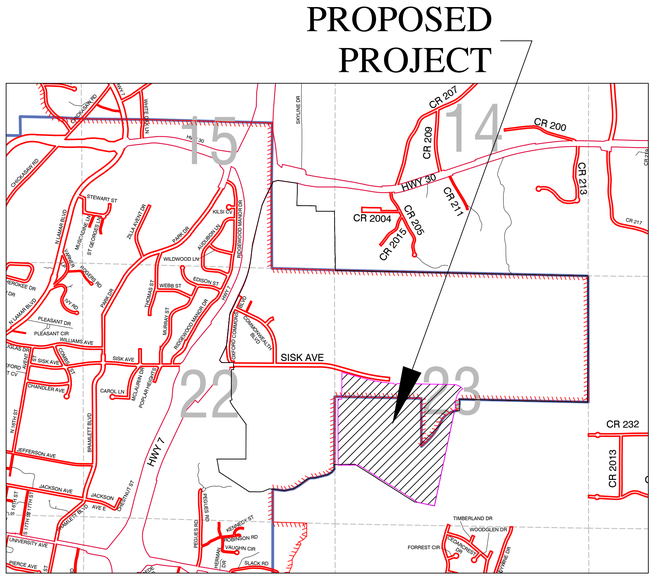
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:

CERTIFICATE SHEET
FOR
THE HEIGHTS SUBDIVISION
PHASES 10, 11, & 12
IN THE SW 1/4 OF SECTION 23, T-8-S, R-3-W, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY: J. ADAMS, P.S.		DATE: 06-20-2024
CHECKED BY: J. ADAMS, P.S.		SCALE: NA
DRAWING NO.: 6865		

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.

CONSTRUCTION PLANS
FOR
THE HEIGHTS SUBDIVISION
OXFORD COMMONS
PHASES 10, 11, & 12



CITY OF OXFORD
LAFAYETTE COUNTY, MISSISSIPPI

VICINITY MAP
1"=1500'

OWNER/DEVELOPER:
OXFORD COMMONS III, LLC
825 SISK AVENUE
OXFORD, MS 38655

UTILITIES:
CITY OF OXFORD
WATER & SEWER DEPT.
CITY HALL
OXFORD, MS 38655

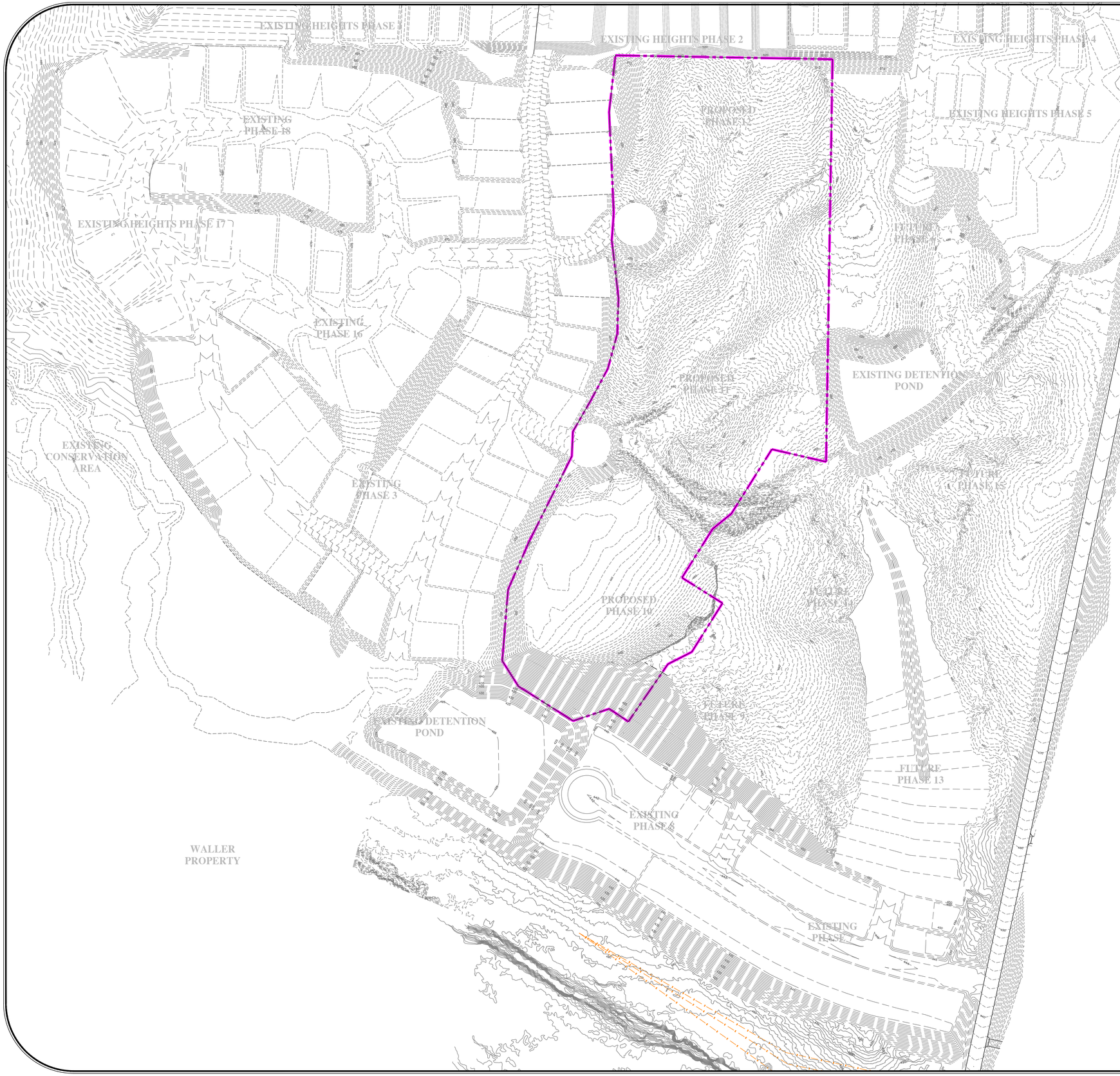
TABLE OF CONTENTS:

0.0	COVER
1.0	EXISTING CONDITIONS
2.0 - 2.2	SITE LAYOUT
3.0 - 3.1	EROSION CONTROL PLAN
4.0 - 4.1	GRADING PLAN
5.0 - 5.1	STORM DRAIN LAYOUT
6.0 - 6.1	SEWER LAYOUT
7.0 - 7.1	WATER LAYOUT
8.0 - 8.1	DETAILS
9.0	LIGHTING LAYOUT
L101-103	LANDSCAPING

CONSULTING ENGINEER:

PRECISION ENGINEERING CORPORATION
276 COUNTY ROAD 101
OXFORD, MS 38655
(662) 234-8539

JUNE 15, 2023
FIRST SUBMITTAL



LEGEND

- ALL SYMBOLS AND/OR LINETYPES MAY NOT BE REPRESENTED

- SUBJECT PROPERTY LINE
- ADJOINING PROPERTY LINE
- SETBACK LINE
- EXISTING SIDEWALK
- PROPOSED SIDEWALK
- EXISTING CURB LINE
- PROPOSED CURB LINE
- EXISTING CONTOUR
- EXISTING INDEXING CONTOUR
- PROPOSED CONTOUR
- PROPOSED INDEXING CONTOUR
- EXISTING RETAINING WALL
- PROPOSED RETAINING WALL
- EXISTING SEWER LINE
- PROPOSED SEWER LINE
- PROPOSED SEWER SERVICE
- EXISTING WATER LINE
- PROPOSED WATER LINE
- PROPOSED WATER SERVICE
- EXISTING STORM DRAIN
- PROPOSED STORM DRAIN
- EXISTING SEWER MANHOLE
- PROPOSED SEWER MANHOLE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING STORM DRAIN INLET
- PROPOSED STORM DRAIN INLET

CIVIL • CONSULTING • GEO
PEC
PRECISION ENGINEERING CORPORATION
EST. 1976
LAND SURVEYORS

PHONE:
(662) 234-8539
(662) 534-6205

EMAIL:
OXFORD@PECORPMS.COM
WEB SITE:
PECORPMS.COM

FAX:
(662) 234-8639
(662) 534-6205

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:

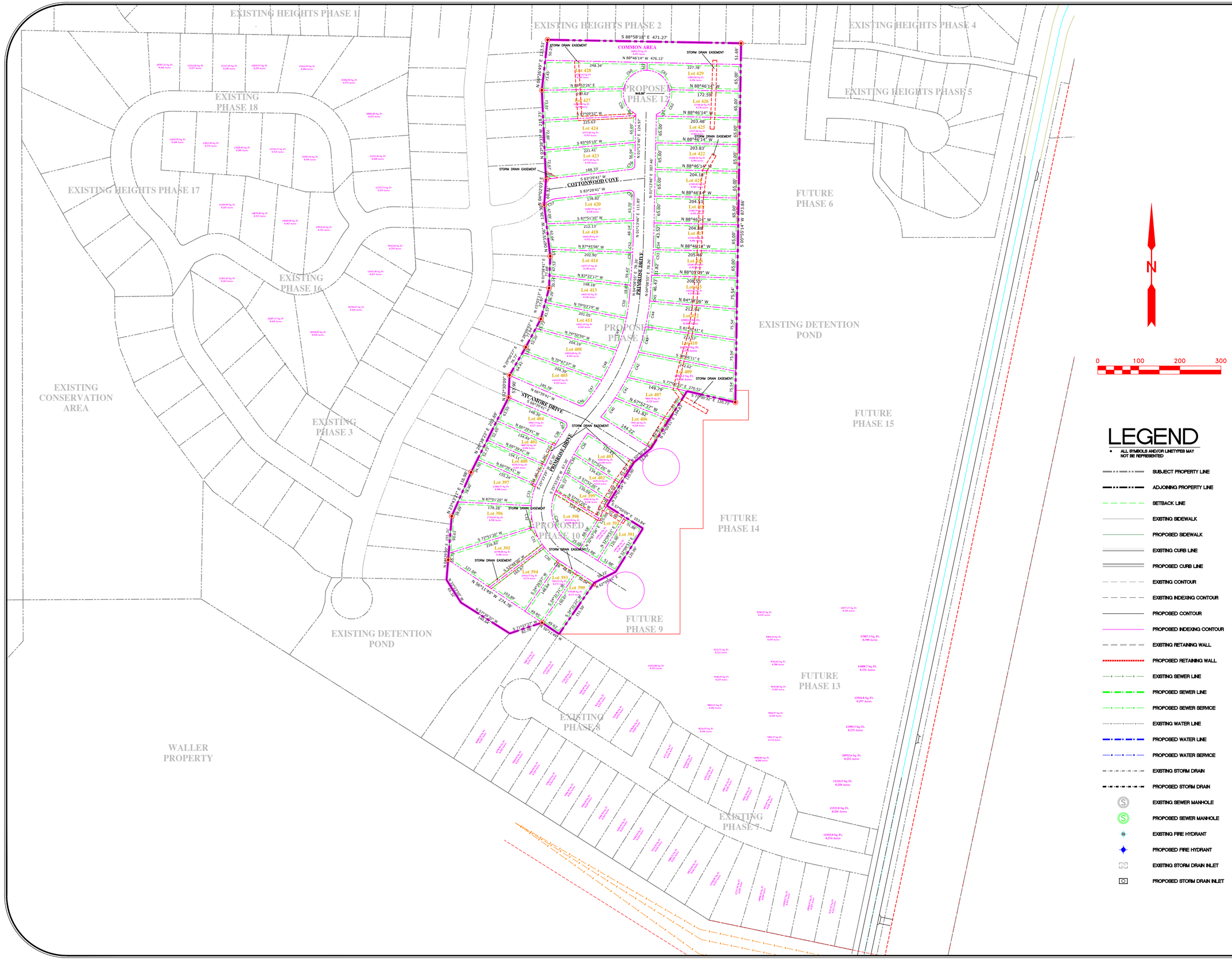
EXISTING CONDITIONS
FOR
THE HEIGHTS AT OXFORD COMMONS
PHASES 10, 11, & 12

DRAWN BY: J. ADAMS		DATE: 06-15-2023
CHECKED BY: P. KOSHENINA, P.E.		SCALE: 1"=100'
DRAWING NO.: 6865		

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.:

1.0



LEGEND

ALL SYMBOLS AND/OR LINETYPES MAY NOT BE REPRESENTED

- SUBJECT PROPERTY LINE
- ADJOINING PROPERTY LINE
- SETBACK LINE
- EXISTING SIDEWALK
- PROPOSED SIDEWALK
- EXISTING CURB LINE
- PROPOSED CURB LINE
- EXISTING CONTOUR
- EXISTING INDEXING CONTOUR
- PROPOSED CONTOUR
- PROPOSED INDEXING CONTOUR
- EXISTING RETAINING WALL
- PROPOSED RETAINING WALL
- EXISTING SEWER LINE
- PROPOSED SEWER LINE
- PROPOSED SEWER SERVICE
- EXISTING WATER LINE
- PROPOSED WATER LINE
- PROPOSED WATER SERVICE
- EXISTING STORM DRAIN
- PROPOSED STORM DRAIN
- EXISTING SEWER MANHOLE
- PROPOSED SEWER MANHOLE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING STORM DRAIN INLET
- PROPOSED STORM DRAIN INLET

PEC
CIVIL • CONSULTING • GEO
PRECISION ENGINEERING CORPORATION
EST. 1976
LAND SURVEYORS

PHONE: (662) 234-8539 (662) 534-6205
EMAIL: OXFORD@PECORPMS.COM
WEB SITE: PECORPMS.COM
FAX: (662) 234-8639 (662) 534-6205

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:

SITE LAYOUT
FOR
THE HEIGHTS AT OXFORD COMMONS
PHASES 10, 11, & 12

DRAWN BY: J. ADAMS		DATE: 06-15-2023
CHECKED BY: P. KOSHENINA, P.E.		SCALE: 1"=100'
DRAWING NO.: 6865		

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

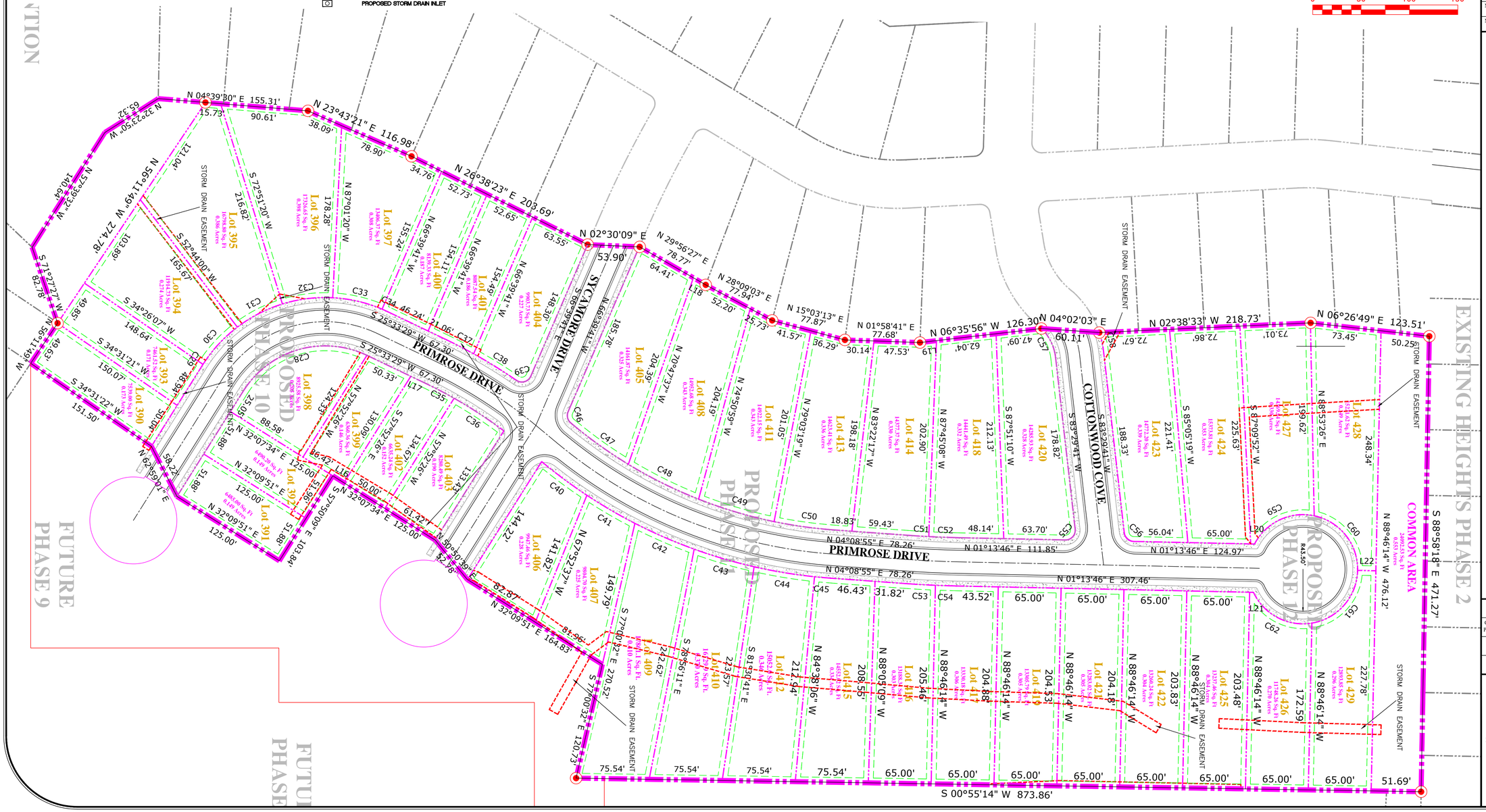
LEGEND

- ALL SYMBOLS AND/OR LINETYPES MAY NOT BE REPRESENTED

SUBJECT PROPERTY LINE	EXISTING SEWER LINE
ADJOINING PROPERTY LINE	PROPOSED SEWER LINE
SETBACK LINE	PROPOSED SEWER SERVICE
EXISTING SIDEWALK	EXISTING WATER LINE
PROPOSED SIDEWALK	PROPOSED WATER LINE
EXISTING CURB LINE	PROPOSED WATER SERVICE
PROPOSED CURB LINE	EXISTING STORM DRAIN
EXISTING CONTOUR	PROPOSED STORM DRAIN
EXISTING INDEXING CONTOUR	EXISTING SEWER MANHOLE
PROPOSED CONTOUR	PROPOSED SEWER MANHOLE
PROPOSED INDEXING CONTOUR	EXISTING FIRE HYDRANT
EXISTING RETAINING WALL	PROPOSED FIRE HYDRANT
PROPOSED RETAINING WALL	EXISTING STORM DRAIN INLET
	PROPOSED STORM DRAIN INLET

N

0 50 100 150



CIVIL • CONSULTING • GEO
PEC
PRECISION ENGINEERING CORPORATION
EST. 1976
LAND SURVEYORS

PHONE: (662) 234-8539 (662) 534-6205
EMAIL: OXFORD@PECORPMS.COM WEB SITE: PECORPMS.COM
FAX: (662) 234-8639 (662) 534-6205

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:

SITE LAYOUT FOR THE HEIGHTS SUBDIVISION AT OXFORD COMMONS

DRAWN BY: J. ADAMS		DATE: June 15, 2023
CHECKED BY: P. KOSHENINA, P.E.		SCALE: 1"=50'
DRAWING NO.: 6865		

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.: 2.1

LINE DATA TABLE

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 34°31'21" E	29.41'	L37	S 74°48'02" E	34.13'
L2	N 29°56'27" E	78.77'	L38	S 74°48'02" E	34.73'
L3	N 28°09'03" E	77.94'	L39	S 88°56'50" E	12.26'
L4	N 15°03'13" E	77.87'	L40	S 88°56'50" E	56.80'
L5	N 01°58'34" E	77.67'	L41	S 37°23'47" E	16.19'
L6	N 57°11'30" E	34.48'	L42	N 57°07'47" W	38.13'
L7	S 60°59'25" E	20.92'	L43	N 88°25'04" W	44.28'
L8	N 57°39'28" W	11.40'	L44	N 57°07'47" W	26.73'
L9	N 57°39'28" W	13.73'	L45	S 62°49'56" W	34.27'
L10	N 17°46'00" E	13.20'	L46	S 37°23'47" E	16.19'
L11	N 15°57'11" E	6.04'	L47	S 88°25'04" E	40.28'
L12	S 57°50'09" E	6.46'	L48	S 88°56'50" E	32.75'
L13	S 57°50'09" E	4.87'	L49	S 88°56'50" E	14.64'
L14	S 57°50'09" E	3.28'	L50	N 32°21'29" E	12.27'
L15	S 57°50'09" E	1.69'	L51	N 32°21'29" E	14.40'
L16	N 32°07'34" E	13.58'	L52	N 39°12'36" W	29.35'
L17	N 25°33'29" E	16.97'	L53	N 39°12'36" W	16.83'
L18	N 29°56'27" E	14.72'	L54	N 03°04'05" E	13.89'
L19	S 06°35'50" E	17.18'	L55	N 86°14'30" W	50.00'
L20	N 01°13'46" E	3.93'	L56	S 04°54'05" W	28.61'
L21	N 01°13'46" E	3.93'	L57	S 04°08'43" W	26.39'
L22	S 01°13'46" W	18.90'	L58	S 02°09'18" W	43.08'
L25	S 11°55'54" W	11.26'	L59	S 00°55'14" W	15.83'
L26	S 57°50'09" E	26.23'	L60	S 03°45'32" W	28.19'
L28	N 57°50'09" W	11.64'	L61	S 03°45'32" W	17.74'
L29	S 85°57'32" E	47.13'	L62	S 03°45'32" W	37.27'
L30	S 85°55'42" E	32.88'	L63	S 03°45'32" W	23.81'
L31	S 85°50'30" E	47.13'	L64	S 03°45'32" W	31.19'
L32	S 85°58'33" E	32.88'	L65	S 03°45'32" W	20.89'
L33	S 85°58'33" E	47.13'	L66	S 03°45'28" W	34.07'
L34	S 85°58'33" E	5.68'	L67	S 03°45'30" W	19.26'
L35	S 74°48'02" E	27.82'	L68	N 03°45'30" E	40.25'
L36	S 74°48'02" E	47.70'			

CURVE DATA TABLE

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	22.11'	1030.00'	N 77°38'52" W	22.11'
C2	59.26'	1030.00'	N 75°23'04" W	59.25'
C3	50.00'	1030.00'	N 72°20'44" W	50.00'
C4	50.00'	1030.00'	N 69°33'50" W	50.00'
C5	50.00'	1030.00'	N 66°46'56" W	50.00'
C6	50.31'	1030.00'	N 63°59'31" W	50.31'
C7	50.10'	1030.00'	N 61°11'57" W	50.10'
C8	38.61'	1030.00'	N 58°43'54" W	38.61'
C9	71.01'	980.00'	N 76°11'13" W	70.99'
C10	55.73'	980.00'	N 69°33'28" W	55.72'
C11	55.88'	980.00'	N 66°17'43" W	55.87'
C12	56.27'	980.00'	N 63°01'01" W	56.26'
C13	55.96'	980.00'	N 59°44'11" W	55.95'
C14	7.57'	980.00'	N 57°52'45" W	7.57'
C15	59.08'	50.00'	N 83°48'20" W	55.70'
C16	71.81'	50.00'	N 08°48'23" W	65.80'
C17	65.93'	50.00'	N 70°06'58" E	61.25'
C18	54.50'	50.00'	S 40°52'57" E	51.84'
C19	10.47'	50.00'	S 03°39'27" E	10.45'
C20	147.37'	125.00'	N 06°16'47" W	138.99'
C21	38.79'	125.00'	N 48°56'44" W	38.64'
C22	29.40'	175.00'	N 22°40'57" E	29.37'
C23	51.88'	175.00'	N 09°22'34" E	51.69'
C24	51.88'	175.00'	N 07°36'35" W	51.69'
C25	51.88'	175.00'	N 24°35'44" W	51.69'
C26	51.88'	175.00'	N 41°34'52" W	51.69'
C27	23.71'	175.00'	N 53°57'18" W	23.69'
C28	145.55'	100.00'	N 16°08'20" W	133.04'
C29	1.17'	150.00'	N 57°36'44" W	1.17'
C30	52.68'	150.00'	N 47°19'40" W	52.41'
C31	52.68'	150.00'	N 27°12'20" W	52.41'
C32	52.68'	150.00'	N 07°05'00" W	52.41'
C33	52.68'	150.00'	N 13°02'20" E	52.41'
C34	6.44'	150.00'	N 24°19'45" E	6.43'
C35	33.25'	475.00'	N 27°33'49" E	33.25'
C36	61.57'	475.00'	N 33°16'56" E	61.52'
C37	31.62'	525.00'	N 27°17'02" E	31.62'
C38	52.05'	525.00'	N 31°50'58" E	52.03'
C39	17.69'	10.00'	N 15°59'09" W	15.47'
C40	58.35'	525.01'	N 36°39'38" E	58.32'
C41	57.55'	525.01'	N 30°20'11" E	57.52'
C42	66.89'	525.01'	N 23°32'47" E	66.84'
C43	64.63'	525.01'	N 16°22'11" E	64.59'
C44	63.32'	525.01'	N 09°23'15" E	63.29'
C45	16.34'	525.11'	N 05°02'25" E	16.34'
C46	12.84'	10.00'	N 76°33'08" E	11.98'
C47	73.33'	503.49'	N 35°42'49" E	73.26'
C48	81.20'	503.29'	N 26°23'40" E	81.12'
C49	81.50'	501.74'	N 16°34'56" E	81.41'
C50	62.32'	509.42'	N 07°54'32" E	62.28'
C51	20.25'	975.00'	N 03°33'13" E	20.25'
C52	29.42'	975.00'	N 02°05'38" E	29.42'
C53	30.75'	1025.00'	N 03°17'21" E	30.75'
C54	21.48'	1025.00'	N 01°49'47" E	21.48'
C55	17.06'	10.00'	N 47°38'16" W	15.06'
C56	14.36'	10.00'	N 42°21'44" E	13.16'
C57	34.07'	49.00'	S 63°47'02" W	33.39'
C58	20.59'	95.62'	S 77°26'58" W	20.55'
C59	73.31'	56.50'	N 25°20'14" W	68.27'
C60	78.29'	56.50'	N 51°31'54" E	72.18'
C61	78.29'	56.50'	S 49°04'22" E	72.18'
C62	73.31'	56.50'	S 27°47'46" W	68.27'
C63	25.61'	475.00'	S 56°17'29" E	25.60'
C64	73.50'	475.00'	S 50°18'50" E	73.43'
C65	73.50'	475.00'	S 41°26'53" E	73.43'
C66	73.50'	475.00'	S 32°34'56" E	73.43'
C67	73.50'	475.00'	S 23°42'59" E	73.43'
C68	73.50'	475.00'	S 14°51'02" E	73.43'
C69	73.50'	475.00'	S 05°59'05" E	73.43'
C70	73.50'	475.00'	S 02°52'52" W	73.43'
C71	71.62'	475.00'	S 11°38'01" W	71.55'
C72	63.62'	525.00'	N 36°23'51" W	63.58'
C73	63.62'	525.00'	N 43°20'26" W	63.58'
C74	63.62'	525.00'	N 50°17'02" W	63.58'
C75	37.39'	525.00'	N 55°47'44" W	37.38'
C76	64.53'	525.00'	S 23°56'24" E	64.48'
C77	64.92'	525.00'	S 16°52'36" E	64.87'
C78	65.00'	525.00'	S 09°47'15" E	64.96'
C79	65.05'	525.00'	S 02°41'29" E	65.00'
C80	65.06'	525.00'	S 04°24'29" W	65.02'

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C81	65.03'	525.00'	S 11°30'24" W	64.99'
C82	8.23'	525.00'	S 15°30'15" W	8.23'
C83	69.30'	675.00'	N 36°55'40" W	69.27'
C84	81.80'	675.00'	N 43°20'26" W	81.75'
C85	81.80'	675.00'	N 50°17'02" W	81.75'
C86	232.89'	675.00'	N 43°52'16" W	231.74'
C87	43.92'	75.00'	N 40°17'54" E	43.29'
C88	15.17'	75.00'	N 17°43'38" E	15.15'
C89	189.08'	675.00'	N 21°13'03" W	188.46'
C95	82.78'	675.00'	N 16°42'22" W	82.73'
C96	106.30'	675.00'	N 24°43'50" W	106.19'
C97	40.90'	125.00'	N 47°42'03" E	40.72'
C98	57.59'	125.00'	N 25°07'47" E	57.08'
C99	145.55'	50.00'	N 35°19'29" E	99.34'
C102	21.87'	50.00'	S 59°24'03" W	21.70'
C103	13.81'	315.00'	N 16°30'39" E	13.81'
C104	12.34'	315.00'	N 14°07'58" E	12.34'
C105	51.56'	315.00'	N 08°19'18" E	51.50'
C106	27.58'	315.00'	N 01°07'27" E	27.57'
C107	24.66'	315.00'	N 03°37'36" W	24.66'
C108	52.83'	315.00'	N 10°40'29" W	52.77'
C109	12.89'	315.00'	N 16°39'09" W	12.89'
C110	40.44'	315.00'	N 21°30'10" W	40.41'
C111	49.13'	315.00'	N 29°38'54" W	49.08'
C112	4.59'	315.00'	N 34°32'01" W	4.59'
C113	53.99'	315.00'	N 39°51'39" W	53.92'
C114	30.50'	315.00'	N 47°32'39" W	30.48'
C115	23.63'	315.00'	N 52°28'02" W	23.63'
C116	17.70'	315.00'	N 56°13'34" W	17.70'
C117	94.13'	50.00'	N 07°03'37" W	80.83'
C118	6.51'	125.00'	S 05°14'36" E	6.50'
C119	66.89'	125.00'	S 22°03'55" E	66.10'
C120	13.67'	10.00'	S 01°45'17" W	12.63'
C121	25.25'	129.85'	S 36°05'05" W	25.21'
C122	72.15'	75.00'	S 58°49'18" W	69.40'
C123	47.77'	75.00'	N 75°22'30" W	46.96'
C124	79.47'	100.00'	N 79°53'43" W	77.39'
C125	97.02'	100.00'	S 63°47'11" W	93.26'
C126	8.25'	100.00'	S 33°37'38" W	8.25'
C127	5.68'	125.00'	S 32°33'54" W	5.68'
C128	69.35'	125.00'	S 49°45'33" W	68.46'
C129	70.72'	125.00'	S 81°51'40" W	69.78'
C130	54.11'	125.00'	N 69°31'48" W	53.68'
C131	39.73'	50.00'	N 79°53'43" W	38.70'
C132	12.66'	50.00'	S 70°05'08" W	12.63'
C133	44.04'	75.00'	S 20°34'27" E	43.41'
C134	14.50'	10.11'	S 72°31'16" E	13.29'
C135	66.51'	150.00'	N 78°52'46" E	65.97'
C136	51.50'	150.00'	S 79°06'44" E	51.24'
C137	60.26'	150.00'	S 57°46'06" E	59.85'
C138	84.23'	150.00'	S 30°10'24" E	83.12'
C139	11.75'	100.00'	S 85°34'53" E	11.74'
C140	136.94'	100.00'	S 42°59'02" E	126.49'
C141	55.89'	150.00'	N 80°22'44" E	55.56'
C142	21.89'	100.00'	S 84°46'57" W	21.84'
C143	49.96'	150.00'	N 41°53'58" E	49.73'
C144	85.80'	152.40'	N 15°27'48" E	84.68'
C145	60.31'	152.40'	N 12°00'12" W	59.92'
C146	40.95'	152.40'	N 31°02'15" W	40.82'
C147	31.73'	43.00'	N 18°04'15" W	31.01'
C148	32.46'	50.00'	S 17°40'44" E	31.90'
C149	4.30'	50.00'	S 38°44'26" E	4.30'
C150	34.79'	25.00'	S 81°03'49" E	32.05'
C151	55.02'	2025.00'	S 05°17'45" W	55.01'
C152	26.81'	2025.00'	S 04°08'17" W	26.81'
C153	35.96'	65.00'	S 12°05'25" E	35.50'
C154	43.73'	65.00'	S 47°12'41" E	42.91'
C155	8.07'	55.90'	S 70°37'05" E	8.06'
C156	32.46'	55.90'	N 49°56'21" E	32.01'
C157	34.96'	55.90'	N 15°23'19" E	34.39'
C158	48.12'	55.90'	N 27°11'07" W	46.65'
C159	19.86'	100.00'	N 46°09'19" W	19.83'
C160	62.38'	100.00'	N 22°35'37" W	61.38'
C161	14.80'	100.00'	N 00°28'54" W	14.79'
C162	19.71'	56.43'	S 84°54'02" E	19.61'
C163	18.02'	55.90'	N 75°48'29" E	17.94'
C164	12.27'	25.00'	N 45°01'08" E	12.14'
C165	27.06'	150.00'	S 08°55'11" E	27.02'

~SITE DATA TABLE~

All future Heights Phases will be located in the (SR) Suburban Residential Zone
The setbacks for this Zone are as follows: Front = 20'/50' Side = 10' Rear = 20'

The number of lots proposed within each future phase is as follows:

Phase 6=15
Phase 7=16
Phase 8=17
Phase 9= 14
Phase 10=15
Phase 11=15
Phase 12=10
Phase 13=14
Phase 14=17
Phase 15=11
Phase 16=14
Phase 18=10

TOTAL=168 LOTS

CIVIL • CONSULTING • GEO
PEC
PRECISION ENGINEERING CORPORATION
EST. 1976
LAND SURVEYORS

PHONE: (662) 234-8539 (662) 534-6205
EMAIL: OXFORD@PECORPMS.COM WEB SITE: PECORPMS.COM
FAX: (662) 234-8639 (662) 534-6205

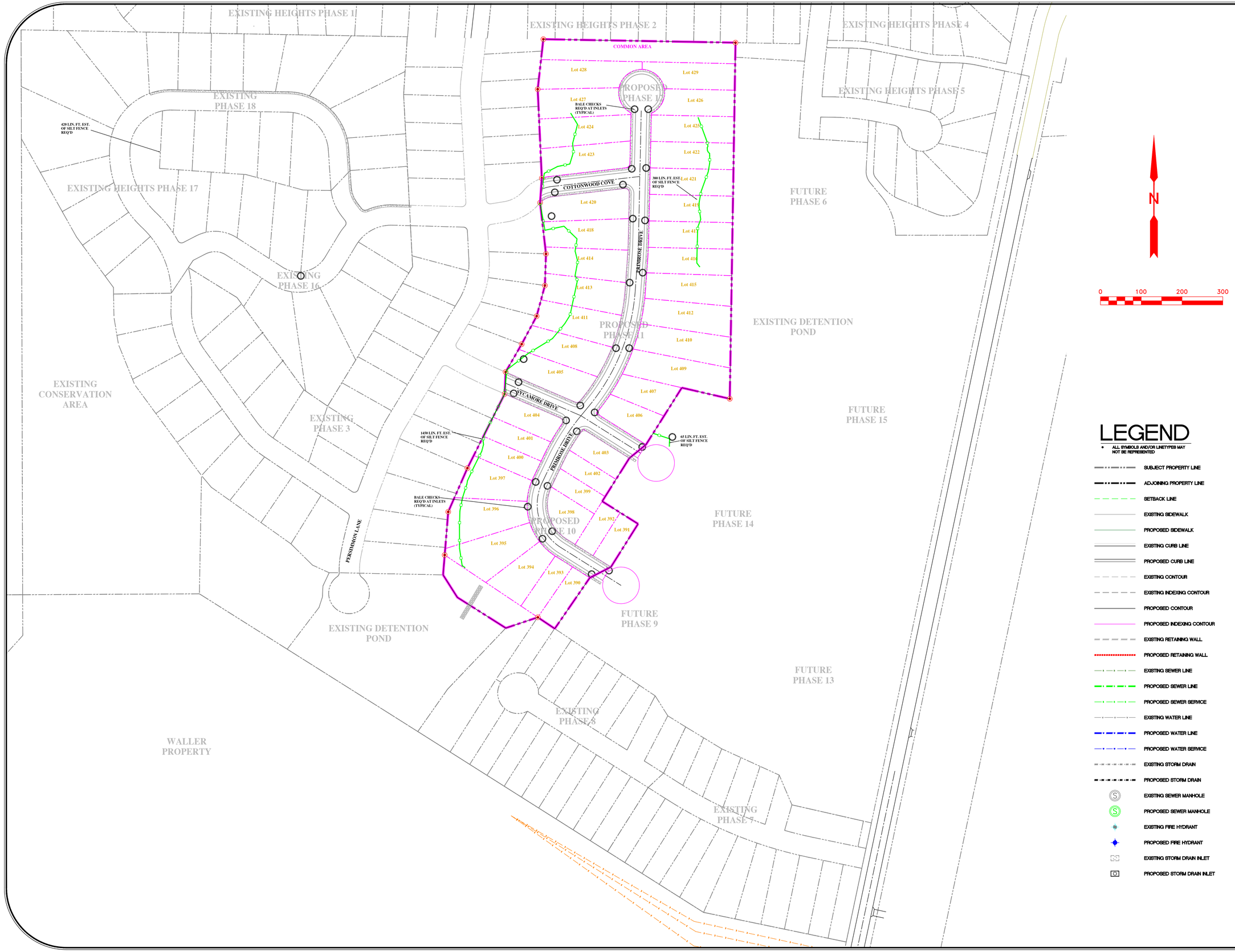
REVISIONS:

NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:

SITE LAYOUT FOR THE HEIGHTS SUBDIVISION AT OXFORD COMMONS

DRAWN BY: J. ADAMS		DATE: June 15, 2023
CHECKED BY: P. KOSHENINA, P.E.		SCALE: 1"=50'
DRAWING NO.: 6865		

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.



LEGEND

- ALL SYMBOLS AND/OR LINETYPES MAY NOT BE REPRESENTED

- SUBJECT PROPERTY LINE
- ADJOINING PROPERTY LINE
- SETBACK LINE
- EXISTING SIDEWALK
- PROPOSED SIDEWALK
- EXISTING CURB LINE
- PROPOSED CURB LINE
- EXISTING CONTOUR
- EXISTING INDEXING CONTOUR
- PROPOSED CONTOUR
- PROPOSED INDEXING CONTOUR
- EXISTING RETAINING WALL
- PROPOSED RETAINING WALL
- EXISTING SEWER LINE
- PROPOSED SEWER LINE
- PROPOSED SEWER SERVICE
- EXISTING WATER LINE
- PROPOSED WATER LINE
- PROPOSED WATER SERVICE
- EXISTING STORM DRAIN
- PROPOSED STORM DRAIN
- EXISTING SEWER MANHOLE
- PROPOSED SEWER MANHOLE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING STORM DRAIN INLET
- PROPOSED STORM DRAIN INLET

PRECISION ENGINEERING CORPORATION
CIVIL • CONSULTING • GEO
EST. 1976
LAND SURVEYORS

PHONE: (662) 234-8539 (662) 534-6205
EMAIL: OXFORD@PECORPMS.COM
WEB SITE: PECORPMS.COM
FAX: (662) 234-8639 (662) 534-6205

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:

EROSION CONTROL PLAN FOR THE HEIGHTS SUBDIVISION AT OXFORD COMMONS

DRAWN BY: J. ADAMS		DATE: June 15, 2023
CHECKED BY: P. KOSHENINA, P.E.		SCALE: 1"=100'
DRAWING NO.: 6865		

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.

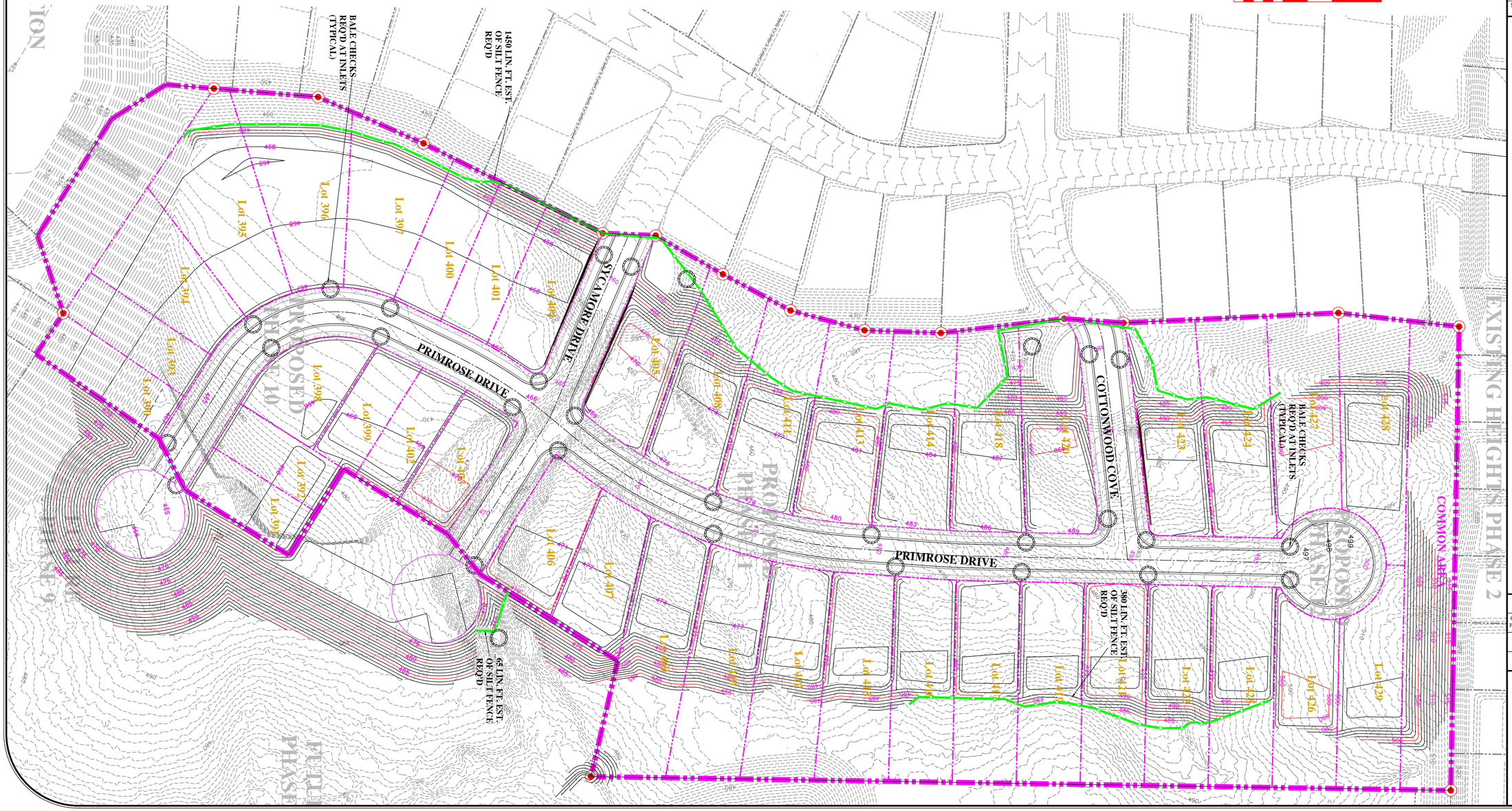
LEGEND

- ALL SYMBOLS AND/OR LINETYPES MAY NOT BE REPRESENTED

SUBJECT PROPERTY LINE	EXISTING SEWER LINE
ADJOINING PROPERTY LINE	PROPOSED SEWER LINE
SETBACK LINE	PROPOSED SEWER SERVICE
EXISTING SIDEWALK	EXISTING WATER LINE
PROPOSED SIDEWALK	PROPOSED WATER LINE
EXISTING CURB LINE	PROPOSED WATER SERVICE
PROPOSED CURB LINE	EXISTING STORM DRAIN
EXISTING CONTOUR	PROPOSED STORM DRAIN
EXISTING INDEXING CONTOUR	EXISTING SEWER MANHOLE
PROPOSED CONTOUR	PROPOSED SEWER MANHOLE
PROPOSED INDEXING CONTOUR	EXISTING FIRE HYDRANT
EXISTING RETAINING WALL	PROPOSED FIRE HYDRANT
PROPOSED RETAINING WALL	EXISTING STORM DRAIN INLET
	PROPOSED STORM DRAIN INLET

N

0 50 100 150



PEC
CIVIL • CONSULTING • GEO
PRECISION ENGINEERING CORPORATION
EST. 1976
LAND SURVEYORS

PHONE: (662) 234-8539 (662) 534-6205
EMAIL: OXFORD@PECORPMS.COM WEB SITE: PECORPMS.COM
FAX: (662) 234-8639 (662) 534-6205

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:

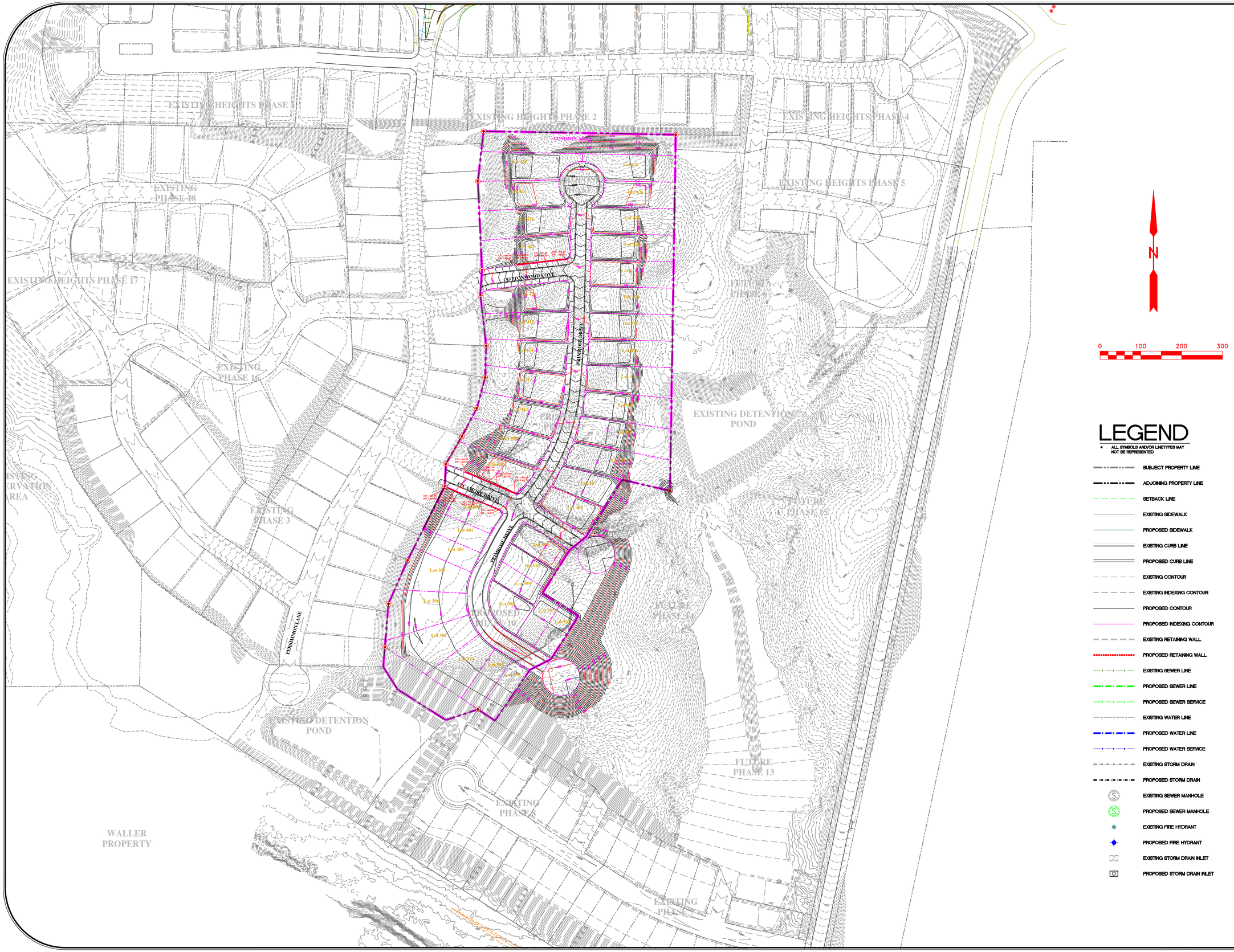
EROSION CONTROL PLAN FOR THE HEIGHTS SUBDIVISION AT OXFORD COMMONS

DRAWN BY: J. ADAMS		DATE: June 15, 2023
CHECKED BY: P. KOSHENINA, P.E.		SCALE: 1"=50'
DRAWING NO.: 6865		

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.:

3.1



LEGEND

- ALL SYMBOLS AND/OR LINETYPES MAY NOT BE REPRESENTED

- SUBJECT PROPERTY LINE
- ADJOINING PROPERTY LINE
- SETBACK LINE
- EXISTING SIDEWALK
- PROPOSED SIDEWALK
- EXISTING CURB LINE
- PROPOSED CURB LINE
- EXISTING CONTOUR
- EXISTING INDEXING CONTOUR
- PROPOSED CONTOUR
- PROPOSED INDEXING CONTOUR
- EXISTING RETAINING WALL
- PROPOSED RETAINING WALL
- EXISTING SEWER LINE
- PROPOSED SEWER LINE
- PROPOSED SEWER SERVICE
- EXISTING WATER LINE
- PROPOSED WATER LINE
- PROPOSED WATER SERVICE
- EXISTING STORM DRAIN
- PROPOSED STORM DRAIN
- EXISTING SEWER MANHOLE
- PROPOSED SEWER MANHOLE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING STORM DRAIN INLET
- PROPOSED STORM DRAIN INLET

PEC
CIVIL • CONSULTING • GEO
PRECISION ENGINEERING CORPORATION
EST. 1976
LAND SURVEYORS

PHONE: (662) 234-8539 (662) 534-6205
EMAIL: OXFORD@PECORPMS.COM WEB SITE: PECORPMS.COM
FAX: (662) 234-8639 (662) 534-6205

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:

GRADING PLAN FOR THE HEIGHTS SUBDIVISION AT OXFORD COMMONS

DRAWN BY: J. ADAMS		DATE: June 15, 2023
CHECKED BY: P. KOSHENINA, P.E.		SCALE: 1"=100'
DRAWING NO.: 6865		

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.

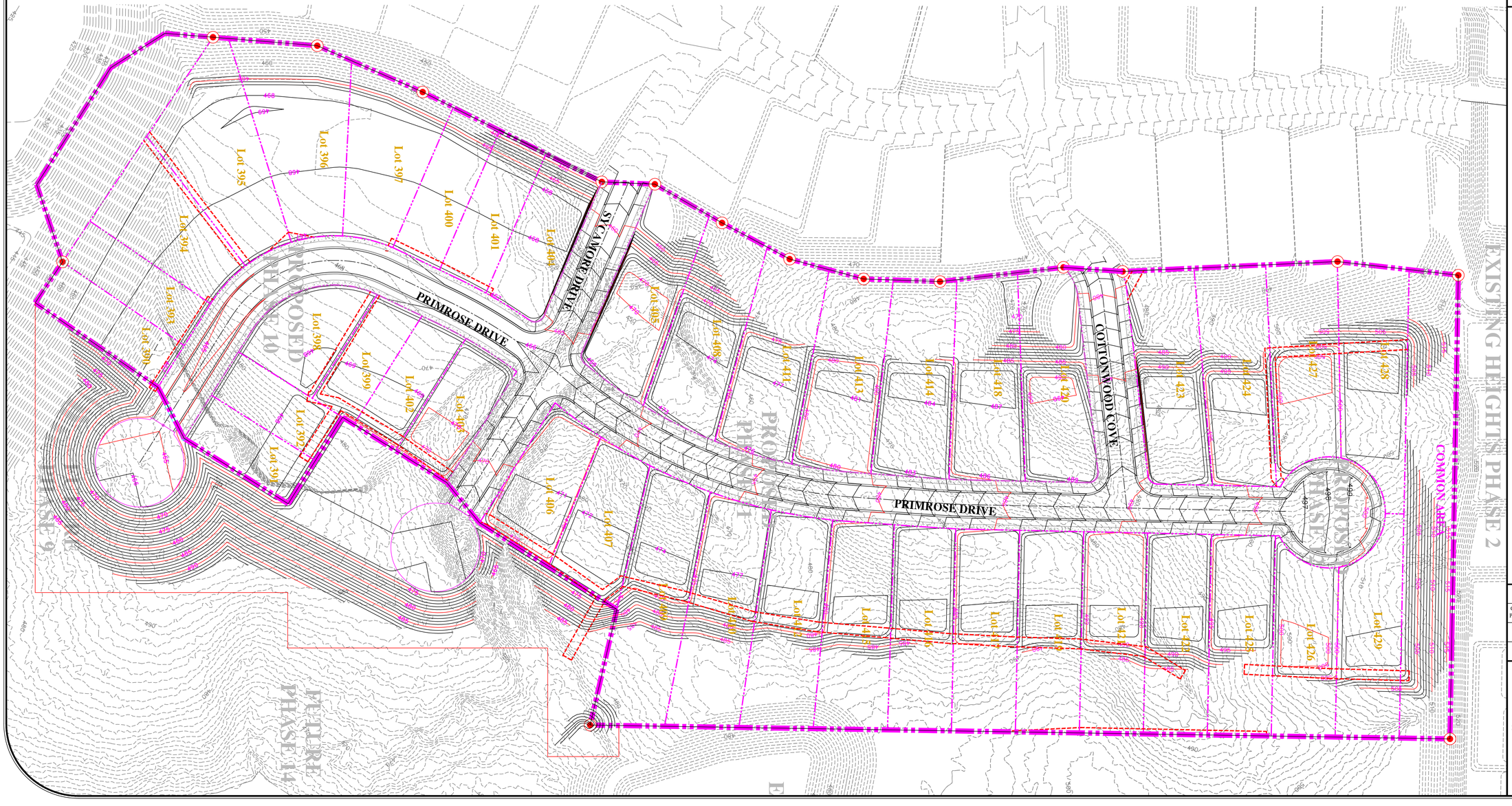
LEGEND

- ALL SYMBOLS AND/OR LINETYPES MAY NOT BE REPRESENTED

SUBJECT PROPERTY LINE	EXISTING SEWER LINE
ADJOINING PROPERTY LINE	PROPOSED SEWER LINE
SETBACK LINE	PROPOSED SEWER SERVICE
EXISTING SIDEWALK	EXISTING WATER LINE
PROPOSED SIDEWALK	PROPOSED WATER LINE
EXISTING CURB LINE	PROPOSED WATER SERVICE
PROPOSED CURB LINE	EXISTING STORM DRAIN
EXISTING CONTOUR	PROPOSED STORM DRAIN
EXISTING INDEXING CONTOUR	EXISTING SEWER MANHOLE
PROPOSED CONTOUR	PROPOSED SEWER MANHOLE
PROPOSED INDEXING CONTOUR	EXISTING FIRE HYDRANT
EXISTING RETAINING WALL	PROPOSED FIRE HYDRANT
PROPOSED RETAINING WALL	EXISTING STORM DRAIN INLET
	PROPOSED STORM DRAIN INLET

N

0 50 100 150



CIVIL • CONSULTING • GEO
PEC
PRECISION ENGINEERING CORPORATION
EST. 1976
LAND SURVEYORS

PHONE: (662) 234-8539 (662) 534-6205
EMAIL: OXFORD@PECORPMS.COM
WEB SITE: PECORPMS.COM
FAX: (662) 234-8639 (662) 534-6205

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:

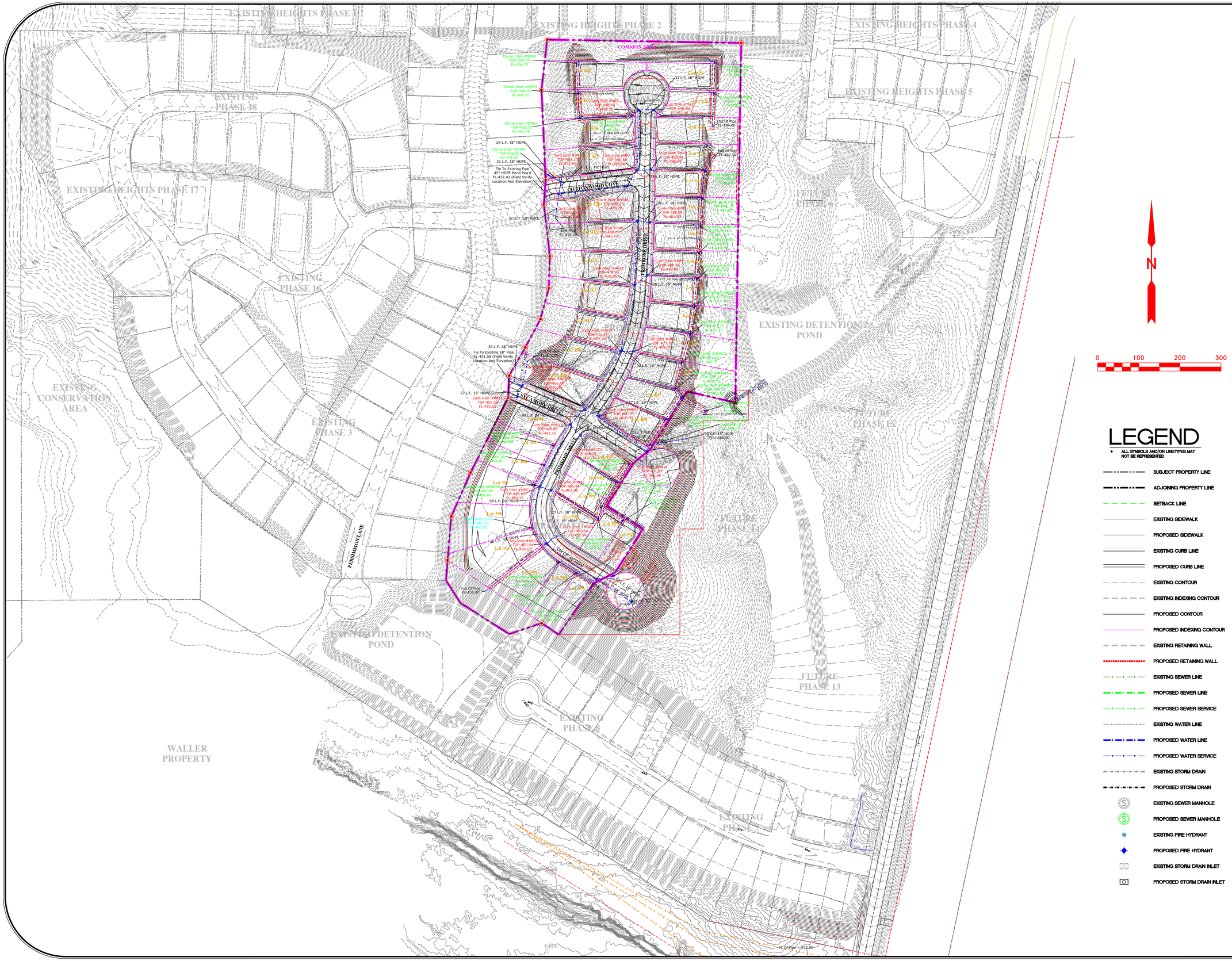
GRADING PLAN FOR THE HEIGHTS SUBDIVISION AT OXFORD COMMONS

DRAWN BY: J. ADAMS		DATE: June 15, 2023
CHECKED BY: P. KOSHENINA, P.E.		SCALE: 1"=50'
DRAWING NO.: 6865		

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.:

4.1



LEGEND

- ALL SYMBOLS AND/OR LINETYPES MAY NOT BE REPRESENTED

- SUBJECT PROPERTY LINE
- ADJOINING PROPERTY LINE
- SETBACK LINE
- EXISTING SIDEWALK
- PROPOSED SIDEWALK
- EXISTING CURB LINE
- PROPOSED CURB LINE
- EXISTING CONTOUR
- EXISTING INDEXING CONTOUR
- PROPOSED CONTOUR
- PROPOSED INDEXING CONTOUR
- EXISTING RETAINING WALL
- PROPOSED RETAINING WALL
- EXISTING SEWER LINE
- PROPOSED SEWER LINE
- PROPOSED SEWER SERVICE
- EXISTING WATER LINE
- PROPOSED WATER LINE
- PROPOSED WATER SERVICE
- EXISTING STORM DRAIN
- PROPOSED STORM DRAIN
- EXISTING SEWER MANHOLE
- PROPOSED SEWER MANHOLE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING STORM DRAIN INLET
- PROPOSED STORM DRAIN INLET

CIVIL • CONSULTING • GEO
PEC
PRECISION ENGINEERING CORPORATION
EST. 1976
LAND SURVEYORS

PHONE: (662) 234-8539 (662) 534-6205
EMAIL: OXFORD@PECORPMS.COM WEB SITE: PECORPMS.COM
FAX: (662) 234-8639 (662) 534-6205

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:

STORM DRAINS FOR THE HEIGHTS SUBDIVISION AT OXFORD COMMONS

DRAWN BY: J. ADAMS		DATE: June 15, 2023
CHECKED BY: P. KOSHENINA, P.E.		SCALE: 1"=100'
DRAWING NO.: 6865		

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.

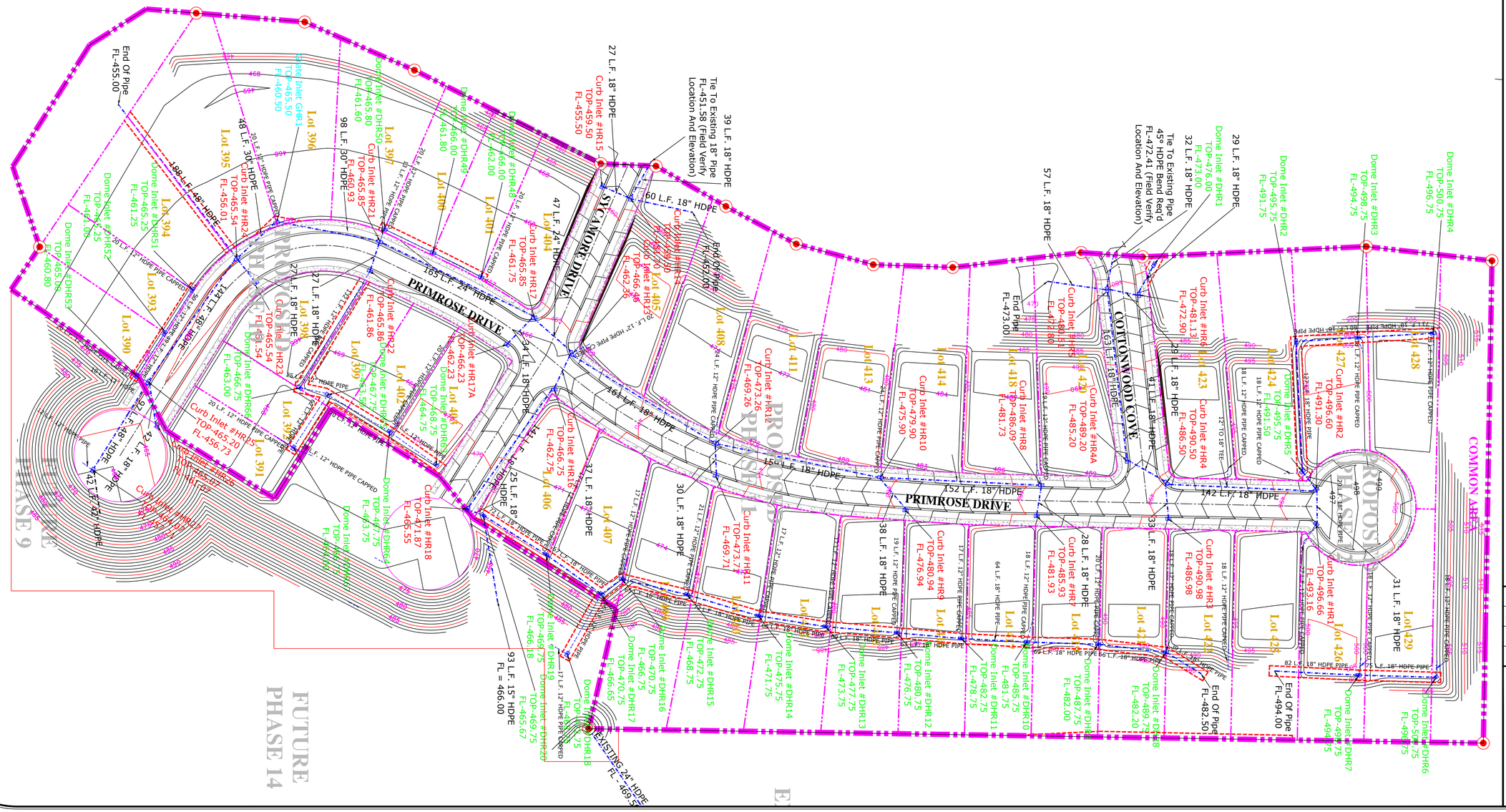
PAGE NO.:

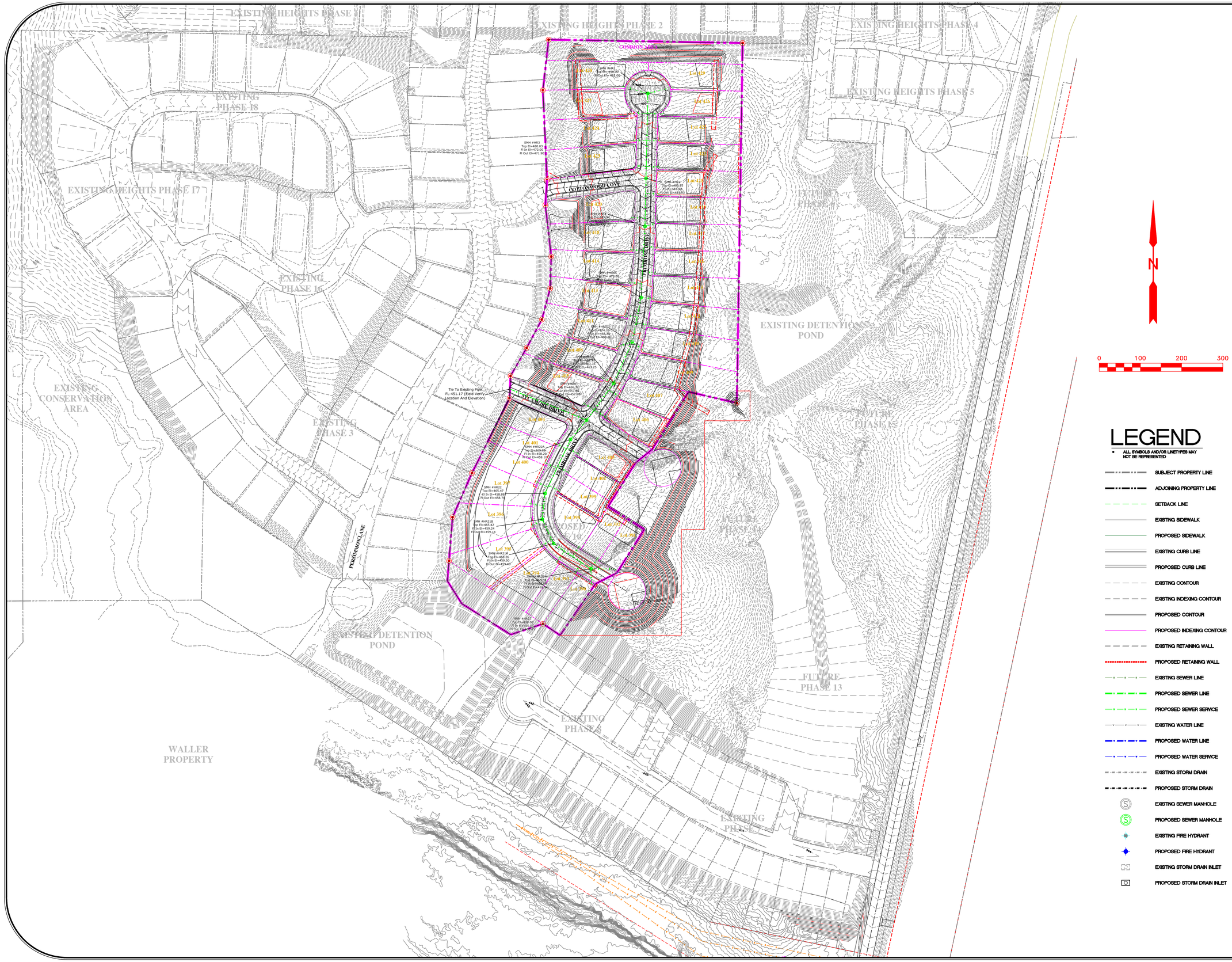
5.0

LEGEND

- ALL SYMBOLS AND/OR LINETYPES MAY NOT BE REPRESENTED

SUBJECT PROPERTY LINE	EXISTING SEWER LINE
ADJOINING PROPERTY LINE	PROPOSED SEWER LINE
SETBACK LINE	PROPOSED SEWER SERVICE
EXISTING SIDEWALK	EXISTING WATER LINE
PROPOSED SIDEWALK	PROPOSED WATER LINE
EXISTING CURB LINE	PROPOSED WATER SERVICE
PROPOSED CURB LINE	EXISTING STORM DRAIN
EXISTING CONTOUR	PROPOSED STORM DRAIN
EXISTING INDEXING CONTOUR	EXISTING SEWER MANHOLE
PROPOSED CONTOUR	PROPOSED SEWER MANHOLE
PROPOSED INDEXING CONTOUR	EXISTING FIRE HYDRANT
EXISTING RETAINING WALL	PROPOSED FIRE HYDRANT
PROPOSED RETAINING WALL	EXISTING STORM DRAIN INLET
	PROPOSED STORM DRAIN INLET


N
0
50
100
150
PRIMROSE DRIVE
COTTONWOOD COVE
COMMON AREA
PROPOSED PHASE 10
FUTURE PHASE 9
FUTURE PHASE 14
EXISTING PHASE 8
End Of Pipe FL-455.00
Curb Inlet #HR15 TOP-459.50 FL-455.50
Tie To Existing 18" Pipe FL-451.58 (Field Verify Location And Elevation)
39 L.F. 18" HDPE
27 L.F. 18" HDPE
60 L.F. 18" HDPE
57 L.F. 18" HDPE
End Of Pipe FL-473.00
Curb Inlet #HR1 TOP-476.00 FL-472.00
32 L.F. 18" HDPE
Tie To Existing Pipe 45° HDPE Bend Rec'd FL-472.41 (Field Verify Location And Elevation)
Dome Inlet #DHR1 TOP-476.00 FL-472.00
Dome Inlet #DHR2 TOP-495.75 FL-491.75
Dome Inlet #DHR3 TOP-498.75 FL-494.75
Dome Inlet #DHR4 TOP-500.75 FL-496.75
29 L.F. 18" HDPE
Curb Inlet #HR2 TOP-496.60 FL-491.30
Curb Inlet #HR3 TOP-490.98 FL-486.98
Curb Inlet #HR4 TOP-490.50 FL-486.50
Curb Inlet #HR4A TOP-489.20 FL-485.20
Curb Inlet #HR5 TOP-480.63 FL-476.80
Curb Inlet #HR6 TOP-481.13 FL-472.90
29 L.F. 18" HDPE
41 L.F. 18" HDPE
163 L.F. 18" HDPE
142 L.F. 18" HDPE
152 L.F. 18" HDPE
15 L.F. 18" HDPE
33 L.F. 18" HDPE
31 L.F. 18" HDPE
28 L.F. 18" HDPE
Curb Inlet #HR7 TOP-485.93 FL-481.93
Curb Inlet #HR8 TOP-486.09 FL-481.73
Curb Inlet #HR9 TOP-480.94 FL-476.94
Curb Inlet #HR10 TOP-479.90 FL-475.90
Curb Inlet #HR11 TOP-473.74 FL-469.71
Curb Inlet #HR12 TOP-473.26 FL-469.26
Curb Inlet #HR13 TOP-466.86 FL-462.86
Curb Inlet #HR14 TOP-466.30 FL-462.30
Curb Inlet #HR15 TOP-466.00 FL-462.00
Curb Inlet #HR16 TOP-466.75 FL-462.75
Curb Inlet #HR17A TOP-466.23 FL-462.23
Curb Inlet #HR17 TOP-465.85 FL-461.75
Curb Inlet #HR18 TOP-471.87 FL-466.55
Curb Inlet #HR19 TOP-470.75 FL-466.65
Curb Inlet #HR20 TOP-469.75 FL-465.67
Curb Inlet #HR21 TOP-465.85 FL-461.86
Curb Inlet #HR22 TOP-467.75 FL-463.50
Curb Inlet #HR23 TOP-465.54 FL-461.54
Curb Inlet #HR24 TOP-465.54 FL-456.01
Curb Inlet #HR25 TOP-465.20 FL-456.73
Dome Inlet #DHR5 TOP-495.75 FL-491.30
Dome Inlet #DHR6 TOP-500.75 FL-496.75
Dome Inlet #DHR7 TOP-499.75 FL-494.75
Dome Inlet #DHR8 TOP-487.75 FL-482.00
Dome Inlet #DHR9 TOP-485.75 FL-481.75
Dome Inlet #DHR10 TOP-485.75 FL-481.75
Dome Inlet #DHR11 TOP-482.75 FL-478.75
Dome Inlet #DHR12 TOP-480.75 FL-476.75
Dome Inlet #DHR13 TOP-477.75 FL-473.75
Dome Inlet #DHR14 TOP-475.75 FL-471.75
Dome Inlet #DHR15 TOP-472.75 FL-468.75
Dome Inlet #DHR16 TOP-470.75 FL-466.75
Dome Inlet #DHR17 TOP-470.75 FL-466.65
Dome Inlet #DHR18 TOP-469.75 FL-465.67
Dome Inlet #DHR19 TOP-469.75 FL-466.18
Dome Inlet #DHR20 TOP-469.75 FL-466.00
Dome Inlet #DHR21 TOP-465.25 FL-461.25
Dome Inlet #DHR22 TOP-465.25 FL-461.06
Dome Inlet #DHR23 TOP-465.06 FL-460.80
Dome Inlet #DHR24 TOP-465.25 FL-461.06
Dome Inlet #DHR25 TOP-465.25 FL-461.25
Dome Inlet #DHR26 TOP-465.25 FL-461.06
Dome Inlet #DHR27 TOP-465.06 FL-460.80
Dome Inlet #DHR28 TOP-465.25 FL-461.06
Dome Inlet #DHR29 TOP-465.25 FL-461.25
Dome Inlet #DHR30 TOP-465.06 FL-460.80
Dome Inlet #DHR31 TOP-465.25 FL-461.25
Dome Inlet #DHR32 TOP-465.25 FL-461.06
Dome Inlet #DHR33 TOP-465.06 FL-460.80
Dome Inlet #DHR34 TOP-465.25 FL-461.06
Dome Inlet #DHR35 TOP-465.25 FL-461.25
Dome Inlet #DHR36 TOP-465.06 FL-460.80
Dome Inlet #DHR37 TOP-465.25 FL-461.06
Dome Inlet #DHR38 TOP-465.25 FL-461.25
Dome Inlet #DHR39 TOP-465.06 FL-460.80
Dome Inlet #DHR40 TOP-465.25 FL-461.06
Dome Inlet #DHR41 TOP-465.25 FL-461.25
Dome Inlet #DHR42 TOP-465.06 FL-460.80
Dome Inlet #DHR43 TOP-465.25 FL-461.06
Dome Inlet #DHR44 TOP-465.25 FL-461.25
Dome Inlet #DHR45 TOP-465.06 FL-460.80
Dome Inlet #DHR46 TOP-465.25 FL-461.06
Dome Inlet #DHR47 TOP-465.25 FL-461.25
Dome Inlet #DHR48 TOP-465.06 FL-460.80
Dome Inlet #DHR49 TOP-466.00 FL-461.80
Dome Inlet #DHR50 TOP-465.80 FL-461.60
Dome Inlet #DHR51 TOP-465.25 FL-461.25
Dome Inlet #DHR52 TOP-465.25 FL-461.06
Dome Inlet #DHR53 TOP-465.06 FL-460.80
Dome Inlet #DHR54 TOP-465.25 FL-461.06
Dome Inlet #DHR55 TOP-465.25 FL-461.25
Dome Inlet #DHR56 TOP-465.06 FL-460.80
Dome Inlet #DHR57 TOP-465.25 FL-461.06
Dome Inlet #DHR58 TOP-465.25 FL-461.25
Dome Inlet #DHR59 TOP-465.06 FL-460.80
Dome Inlet #DHR60 TOP-465.25 FL-461.06
Dome Inlet #DHR61 TOP-465.25 FL-461.25
Dome Inlet



LEGEND

- ALL SYMBOLS AND/OR LINETYPES MAY NOT BE REPRESENTED

- SUBJECT PROPERTY LINE
- ADJOINING PROPERTY LINE
- SETBACK LINE
- EXISTING SIDEWALK
- PROPOSED SIDEWALK
- EXISTING CURB LINE
- PROPOSED CURB LINE
- EXISTING CONTOUR
- EXISTING INDEXING CONTOUR
- PROPOSED CONTOUR
- PROPOSED INDEXING CONTOUR
- EXISTING RETAINING WALL
- PROPOSED RETAINING WALL
- EXISTING SEWER LINE
- PROPOSED SEWER LINE
- PROPOSED SEWER SERVICE
- EXISTING WATER LINE
- PROPOSED WATER LINE
- PROPOSED WATER SERVICE
- EXISTING STORM DRAIN
- PROPOSED STORM DRAIN
- EXISTING SEWER MANHOLE
- PROPOSED SEWER MANHOLE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING STORM DRAIN INLET
- PROPOSED STORM DRAIN INLET

PEC
CIVIL • CONSULTING • GEO
PRECISION ENGINEERING CORPORATION
EST. 1976
LAND SURVEYORS

PHONE: (662) 234-8539 (662) 534-6205
EMAIL: OXFORD@PECORPMS.COM
WEB SITE: PECORPMS.COM
FAX: (662) 234-8639 (662) 534-6205

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:

SANITARY SEWER FOR THE HEIGHTS SUBDIVISION AT OXFORD COMMONS

DRAWN BY: J. ADAMS		DATE: June 15, 2023
CHECKED BY: P. KOSHENINA, P.E.		SCALE: 1"=100'
DRAWING NO.: 6865		

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.:

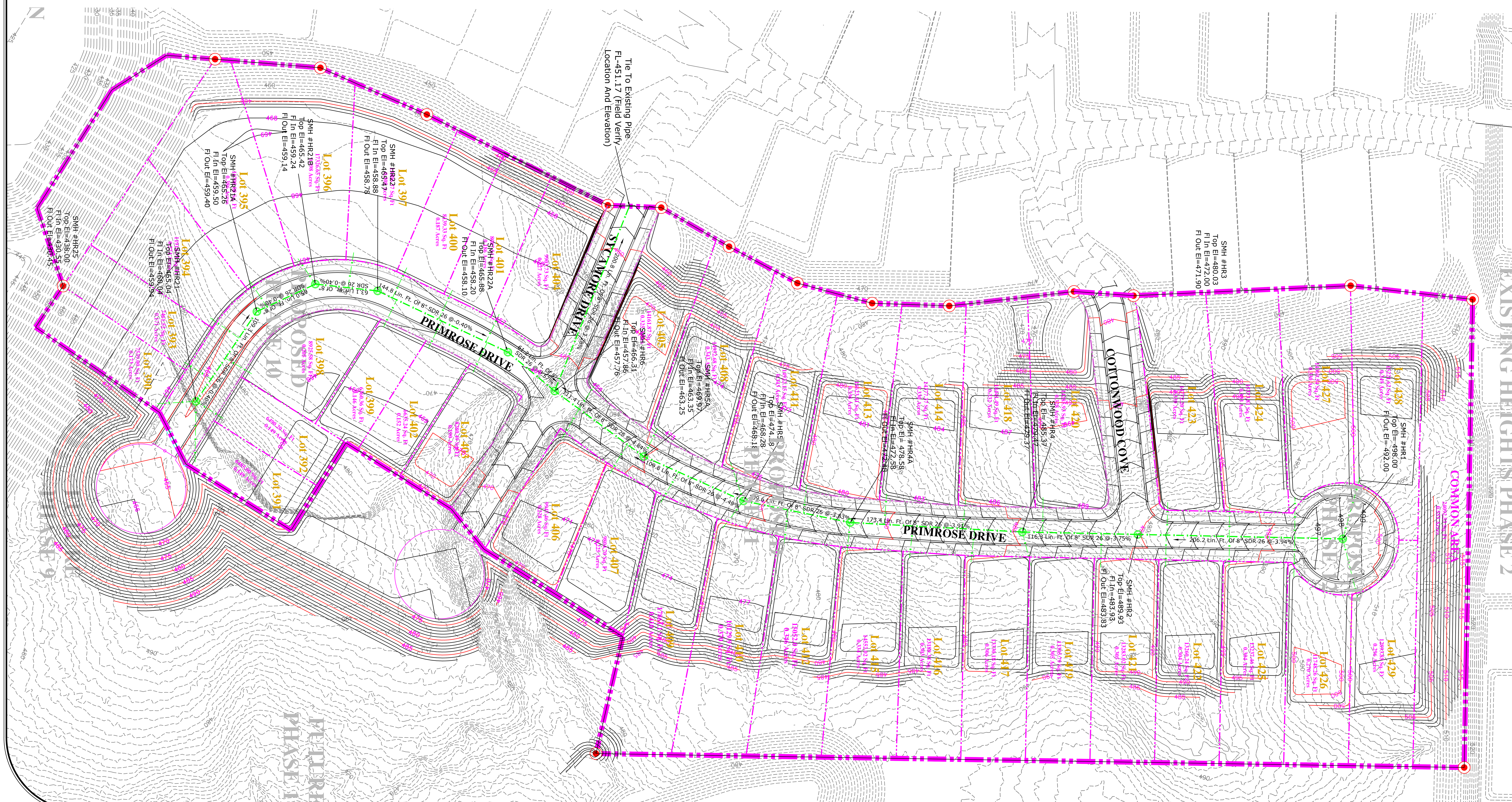
6.0

LEGEND

• ALL SYMBOLS AND/OR LINETYPES MAY NOT BE REPRESENTED

SUBJECT PROPERTY LINE	EXISTING SEWER LINE
ADJOINING PROPERTY LINE	PROPOSED SEWER LINE
SETBACK LINE	PROPOSED SEWER SERVICE
EXISTING SIDEWALK	EXISTING WATER LINE
PROPOSED SIDEWALK	PROPOSED WATER LINE
EXISTING CURB LINE	PROPOSED WATER SERVICE
PROPOSED CURB LINE	EXISTING STORM DRAIN
EXISTING CONTOUR	PROPOSED STORM DRAIN
EXISTING INDEXING CONTOUR	EXISTING SEWER MANHOLE
PROPOSED CONTOUR	PROPOSED SEWER MANHOLE
PROPOSED INDEXING CONTOUR	EXISTING FIRE HYDRANT
EXISTING RETAINING WALL	PROPOSED FIRE HYDRANT
PROPOSED RETAINING WALL	EXISTING STORM DRAIN INLET
	PROPOSED STORM DRAIN INLET

0 50 100 150



PRECISION ENGINEERING CORPORATION Est. 1976
CIVIL • CONSULTING • GEO
LAND SURVEYORS

PHONE: (662) 234-8539 (662) 534-6205
EMAIL: OXFORD@PECORPMS.COM
WEB SITE: PECORPMS.COM
FAX: (662) 234-8639 (662) 534-6205

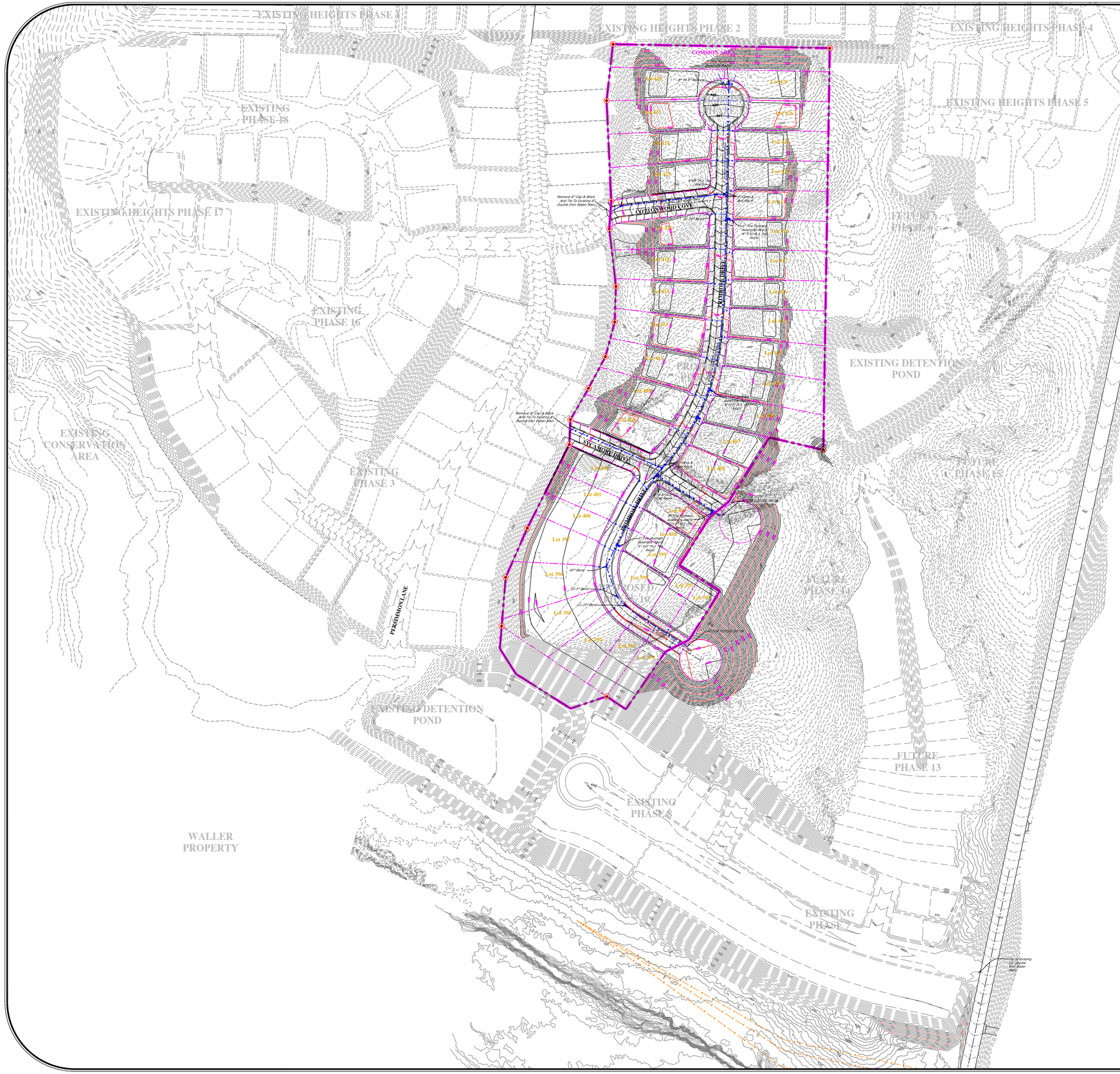
REVISIONS:

NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:

SANITARY SEWER FOR THE HEIGHTS SUBDIVISION AT OXFORD COMMONS

DRAWN BY: J. ADAMS	DATE: June 15, 2023
CHECKED BY: P. KOSHENINA, P.E.	SCALE: 1"=50'
DRAWING NO.: 6865	

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.



LEGEND

- ALL SYMBOLS AND/OR LINETYPES MAY NOT BE REPRESENTED

- SUBJECT PROPERTY LINE
- ADJOINING PROPERTY LINE
- SETBACK LINE
- EXISTING SIDEWALK
- PROPOSED SIDEWALK
- EXISTING CURB LINE
- PROPOSED CURB LINE
- EXISTING CONTOUR
- EXISTING INDEXING CONTOUR
- PROPOSED CONTOUR
- PROPOSED INDEXING CONTOUR
- EXISTING RETAINING WALL
- PROPOSED RETAINING WALL
- EXISTING SEWER LINE
- PROPOSED SEWER LINE
- PROPOSED SEWER SERVICE
- EXISTING WATER LINE
- PROPOSED WATER LINE
- PROPOSED WATER SERVICE
- EXISTING STORM DRAIN
- PROPOSED STORM DRAIN
- EXISTING SEWER MANHOLE
- PROPOSED SEWER MANHOLE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING STORM DRAIN INLET
- PROPOSED STORM DRAIN INLET

CIVIL • CONSULTING • GEO
PEC
PRECISION ENGINEERING CORPORATION
EST. 1976
LAND SURVEYORS

PHONE: (662) 234-8539 (662) 534-6205
EMAIL: OXFORD@PECORPMS.COM WEB SITE: PECORPMS.COM
FAX: (662) 234-8639 (662) 534-6205

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:

WATER PLAN FOR THE HEIGHTS SUBDIVISION AT OXFORD COMMONS

DRAWN BY: J. ADAMS		DATE: June 15, 2023
CHECKED BY: P. KOSHENINA, P.E.		SCALE: 1"=100'
DRAWING NO.: 6865		

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.:

7.0

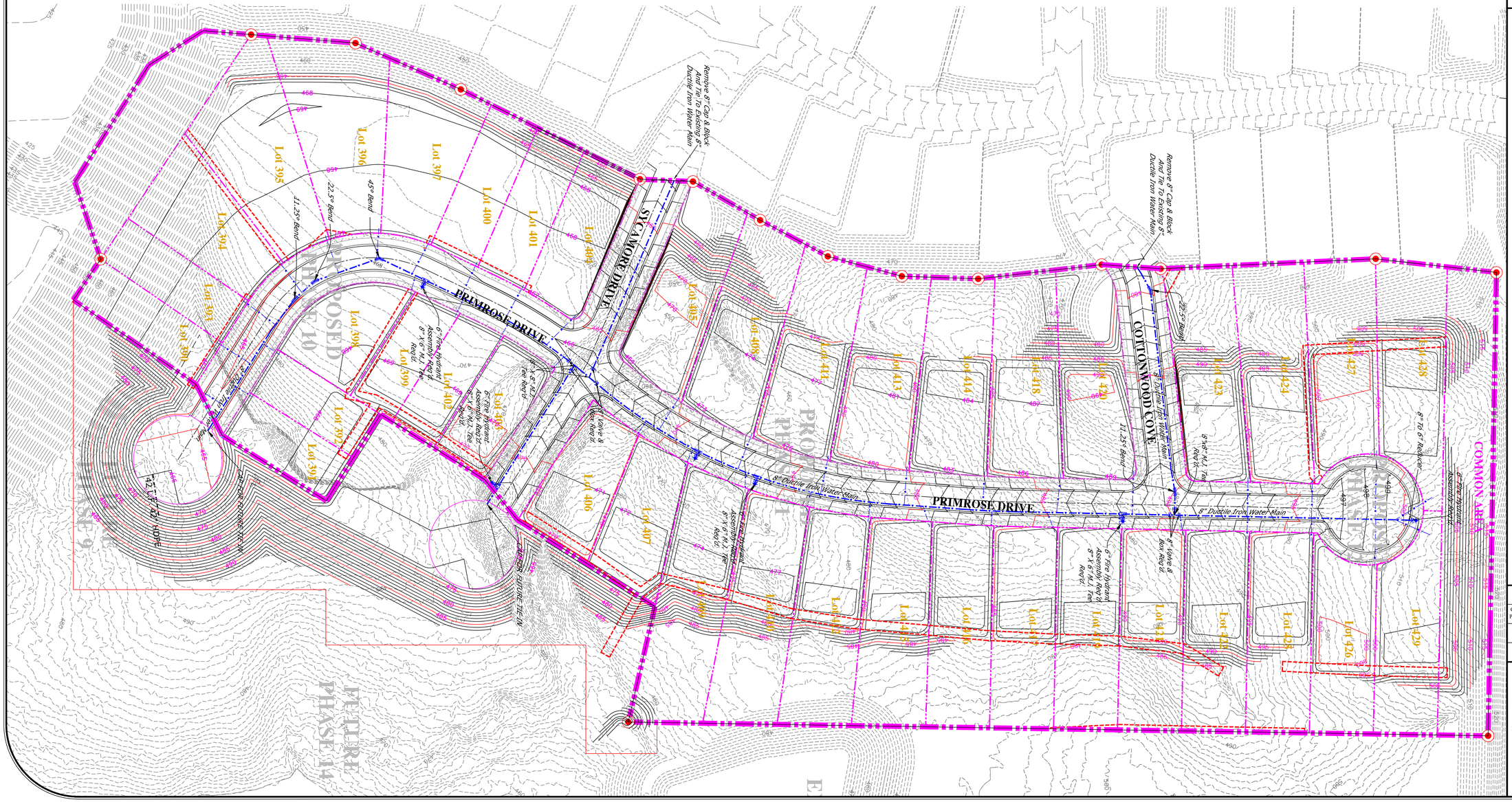
LEGEND

- ALL SYMBOLS AND/OR LINETYPES MAY NOT BE REPRESENTED

SUBJECT PROPERTY LINE	EXISTING SEWER LINE
ADJOINING PROPERTY LINE	PROPOSED SEWER LINE
SETBACK LINE	PROPOSED SEWER SERVICE
EXISTING SIDEWALK	EXISTING WATER LINE
PROPOSED SIDEWALK	PROPOSED WATER LINE
EXISTING CURB LINE	PROPOSED WATER SERVICE
PROPOSED CURB LINE	EXISTING STORM DRAIN
EXISTING CONTOUR	PROPOSED STORM DRAIN
EXISTING INDEXING CONTOUR	EXISTING SEWER MANHOLE
PROPOSED CONTOUR	PROPOSED SEWER MANHOLE
PROPOSED INDEXING CONTOUR	EXISTING FIRE HYDRANT
EXISTING RETAINING WALL	PROPOSED FIRE HYDRANT
PROPOSED RETAINING WALL	EXISTING STORM DRAIN INLET
	PROPOSED STORM DRAIN INLET

N

0 50 100 150



CIVIL • CONSULTING • GEO
PEC
PRECISION ENGINEERING CORPORATION
EST. 1976
LAND SURVEYORS

PHONE: (662) 234-8539 (662) 534-6205
EMAIL: OXFORD@PECORPMS.COM
WEB SITE: PECORPMS.COM
FAX: (662) 234-8639 (662) 534-6205

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:

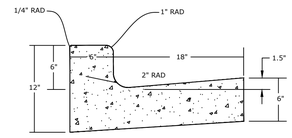
WATER PLAN FOR THE HEIGHTS SUBDIVISION AT OXFORD COMMONS

DRAWN BY: J. ADAMS		DATE: June 15, 2023
CHECKED BY: P. KOSHENINA, P.E.		SCALE: 1"=50'
DRAWING NO.: 6865		

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.

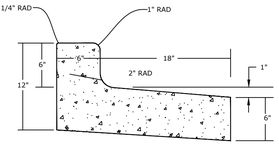
PAGE NO.:

7.1



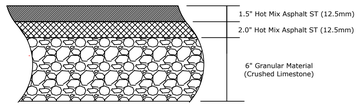
NOTE:
-CONTROL JOINTS REQUIRED AT 10' O.C.
-EXPANSION JOINTS REQUIRED AT 40' O.C. (MAX) AND AT ALL RADIUS RETURNS UNLESS DIRECTED OTHERWISE BY THE ENGINEER. 1/2" PREMOLDED JOINT FILLER REQUIRED AT ALL EXPANSION JOINTS

1 COMBINATION CONCRETE CATCH CURB AND GUTTER DETAIL
N.T.S

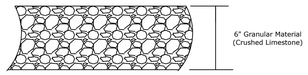


NOTE:
-CONTROL JOINTS REQUIRED AT 10' O.C.
-EXPANSION JOINTS REQUIRED AT 40' O.C. (MAX) AND AT ALL RADIUS RETURNS UNLESS DIRECTED OTHERWISE BY THE ENGINEER. 1/2" PREMOLDED JOINT FILLER REQUIRED AT ALL EXPANSION JOINTS

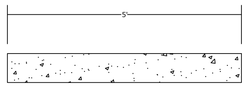
2 COMBINATION CONCRETE SPILL CURB AND GUTTER DETAIL
N.T.S



3 TYPICAL FLEXIBLE PAVEMENT DETAIL
N.T.S



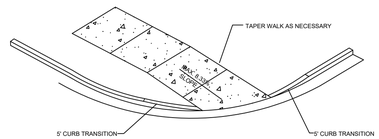
4 TEMPORARY TURNAROUND DETEAIL
N.T.S



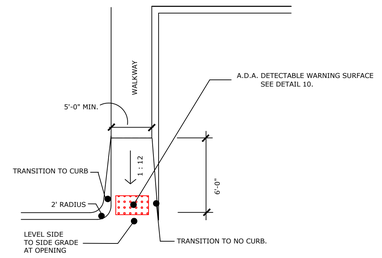
NOTE:
-CONTROL JOINTS REQUIRED AT 5' O.C.
-EXPANSION JOINTS REQUIRED AT 20' O.C. UNLESS DIRECTED OTHERWISE BY THE ENGINEER. 1/2" PREMOLDED JOINT FILLER REQUIRED AT ALL EXPANSION JOINTS

5 5' CONCRETE SIDEWALK DETAIL
N.T.S

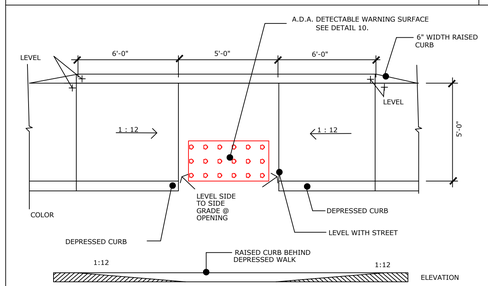
- ALL HANDICAP RAMPS TO MEET A.D.A. REQUIREMENTS FOR SLOPE AND SURFACE FINISH. ALL RAMP TO INCLUDE ADA TACTILE WARNING STRIPE. TACTILE WARNING STRIPE TO MEET CITY OF OXFORD STANDARDS.



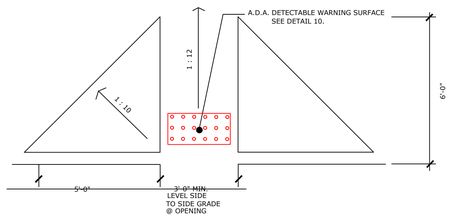
6 CURB CUT PERSPECTIVE
N.T.S



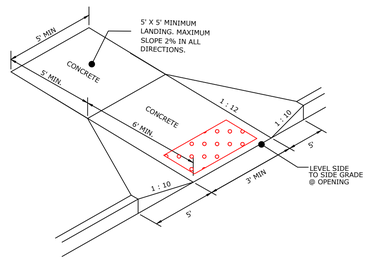
7 HANDICAP CURB CUT DETAIL
N.T.S



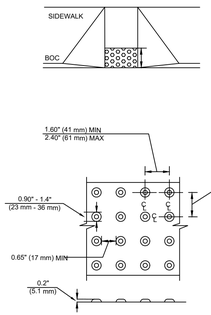
8 HANDICAP CURB CUT DETAIL
N.T.S



9 HANDICAP CURB CUT DETAIL
N.T.S

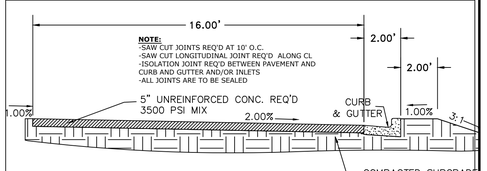


10 CURB CUT PERSPECTIVE
N.T.S

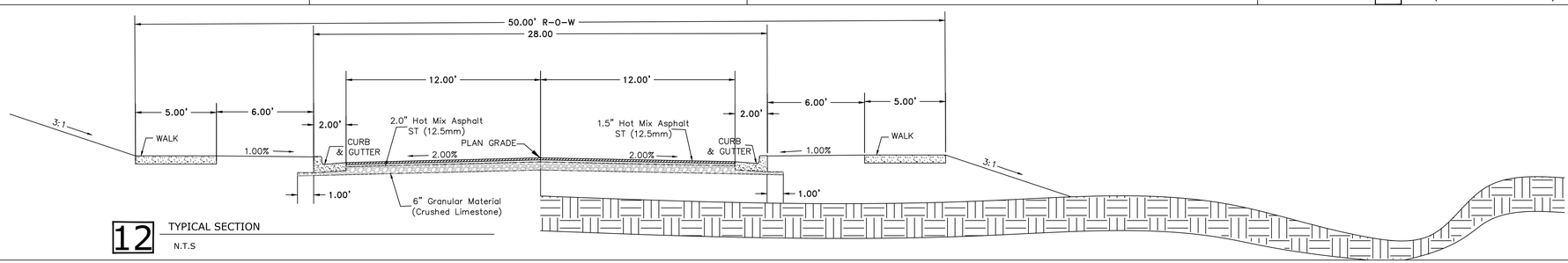


11 A.D.A. DEDECTABLE WARNING SURFACE
N.T.S

SIZE AND COLOR TO MATCH CITY OF OXFORD STANDARD



13 16' CONCRETE DRIVEWAY DETAIL
N.T.S (WITH CURB AND GUTTER)



12 TYPICAL SECTION
N.T.S

CIVIL • CONSULTING • GEO
PEC
PRECISION ENGINEERING CORPORATION
EST. 1976
LAND SURVEYORS

PHONE: (662) 234-8539 (662) 534-6205
EMAIL: OXFORD@PECORPMS.COM WEB SITE: PECORPMS.COM
FAX: (662) 234-8639 (662) 534-6205

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:

SITE DETAILS FOR THE HEIGHTS AT OXFORD COMMONS

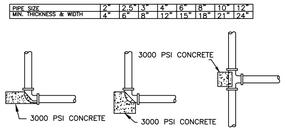
DRAWN BY: J. ADAMS		DATE: June 15, 2023
CHECKED BY: P. KOSHENINA, P.E.		SCALE: N.T.S.
DRAWING NO.: 6865		

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.

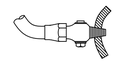
PAGE NO.:

8.0

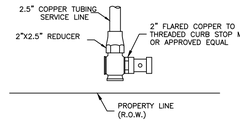
WATER DETAILS



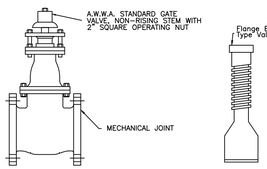
THRUST BLOCK DETAIL



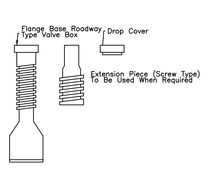
INSTALLED CORPORATION STOP
DETAIL -A-

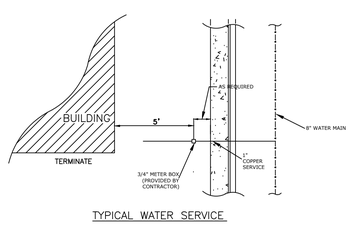


SINGLE SERVICE DETAIL
DETAIL -C-

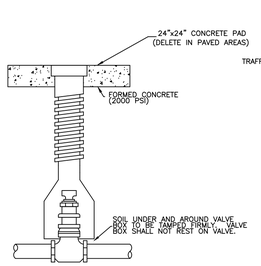


STANDARD VALVE

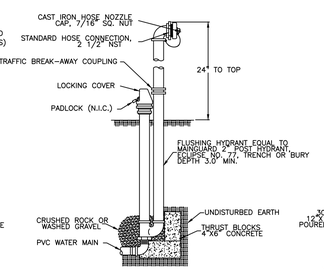




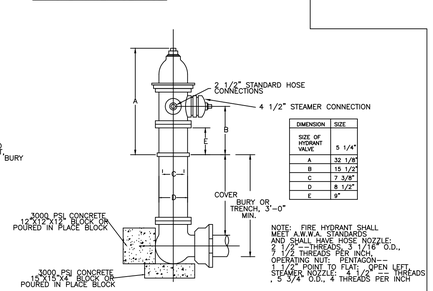
TYPICAL WATER SERVICE



VALVE AND BOX ASSEMBLY

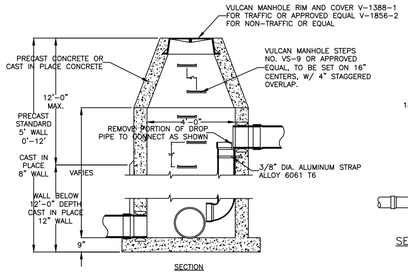


FLUSHING HYDRANT DETAIL

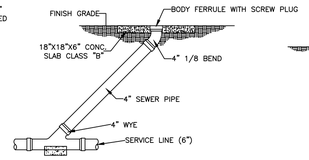


FIRE HYDRANT

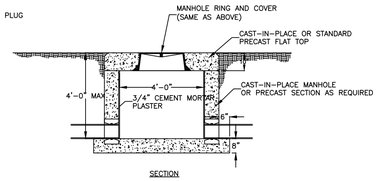
SEWER DETAILS



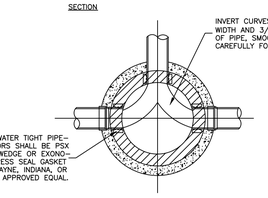
SECTION



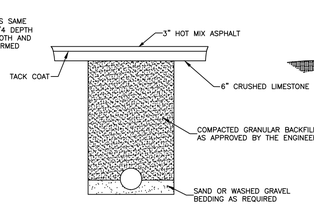
SEWER SERVICE CLEANOUT



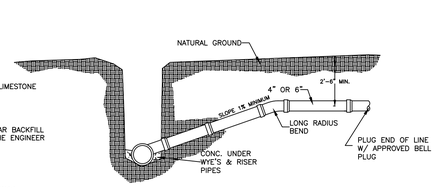
SECTION



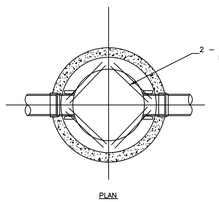
STANDARD SANITARY SEWER MANHOLE



TYPICAL STREET CUT CROSS SECTION

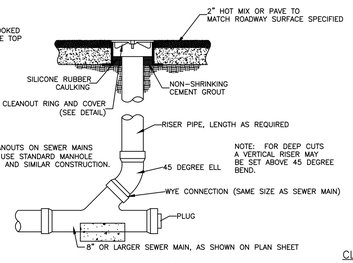


TYPICAL HOUSE CONNECTION

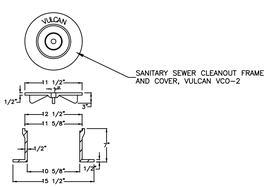


PLAN

SPECIAL SHALLOW MANHOLE



SANITARY SEWER CLEANOUT DETAIL



CLEANOUT RING AND COVER DETAIL

UTILITY DETAILS FOR THE HEIGHTS AT OXFORD COMMONS

PEC PRECISION ENGINEERING CORPORATION
CIVIL • CONSULTING • GEO
EST. 1976
LAND SURVEYORS

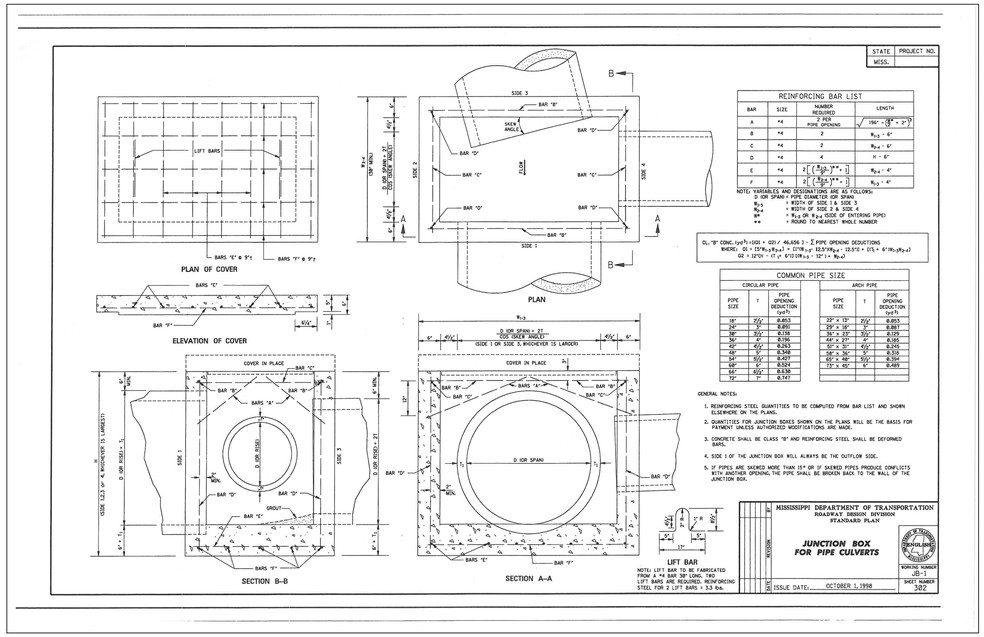
PHONE: (662) 234-8539 (662) 534-6205
EMAIL: OXFORD@PECORPMS.COM
WEB SITE: PECORPMS.COM
FAX: (662) 234-8639 (662) 534-6205

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:

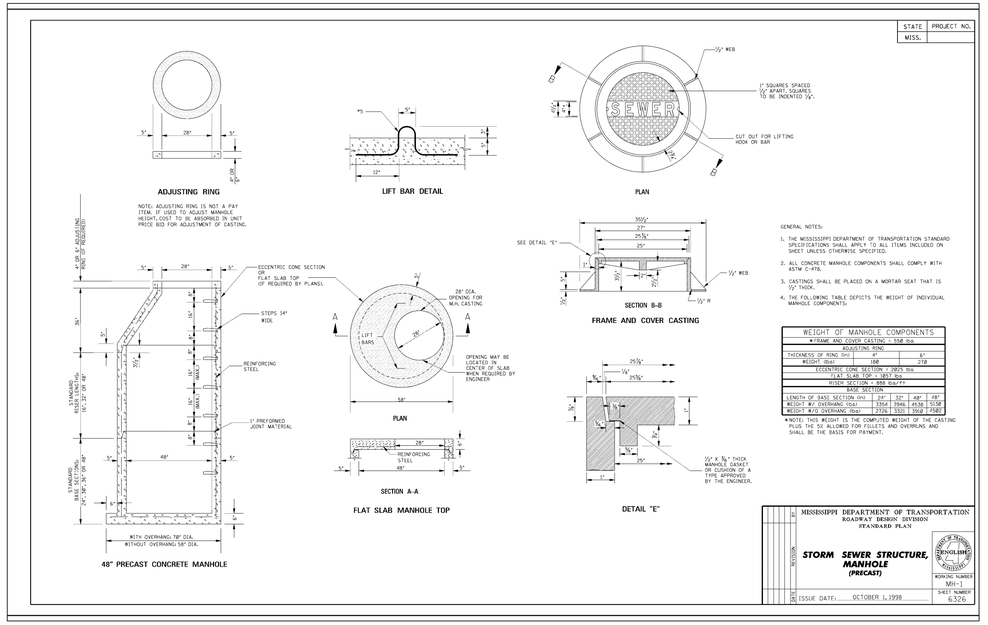
DRAWN BY: J. ADAMS		DATE: June 15, 2023
CHECKED BY: P. KOSHENINA, P.E.		SCALE: N.T.S.
DRAWING NO.: 6865		

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.



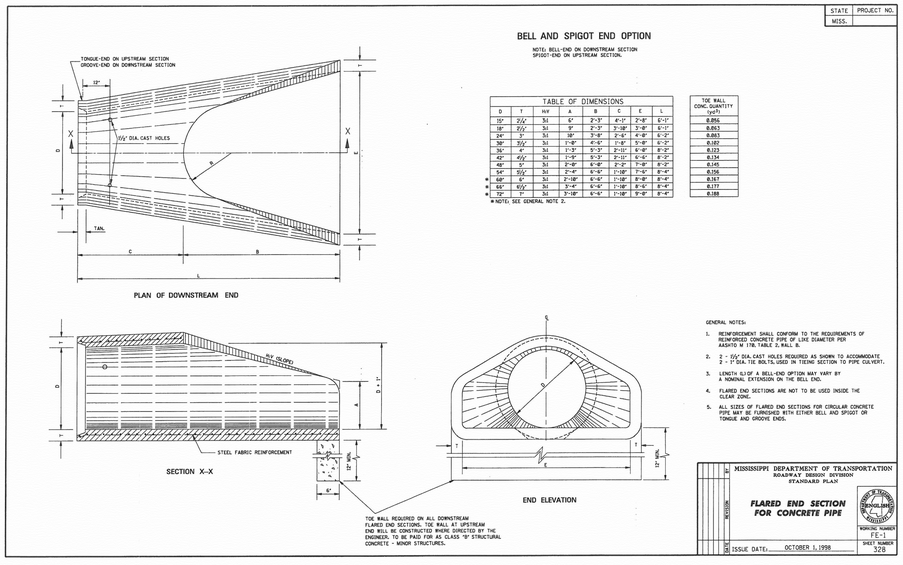
JUNCTION BOX DETAILS

N.T.S.



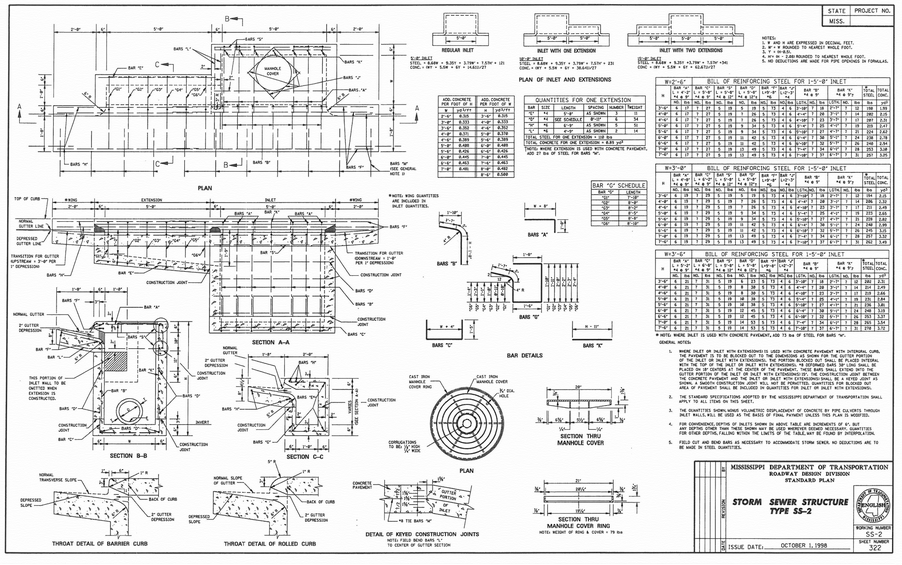
STORM SEWER STRUCTURE, MANHOLE (PRECAST)

N.T.S.



FLARED END SECTION DETAILS

N.T.S.



CURB INLET DETAILS

N.T.S.

CIVIL • CONSULTING • GEO
PEC
PRECISION ENGINEERING CORPORATION
EST. 1976
LAND SURVEYORS
PHONE: (662) 234-8539 (662) 534-6205
EMAIL: OXFORD@PECORPMS.COM PECORPMS.COM
FAX: (662) 234-8639 (662) 534-6205

REVISIONS:

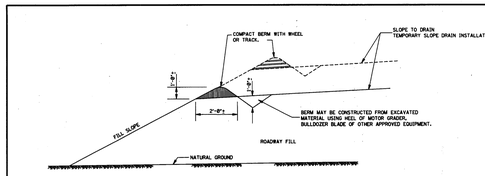
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:

STORM DRAIN DETAILS FOR THE HEIGHTS AT OXFORD COMMONS

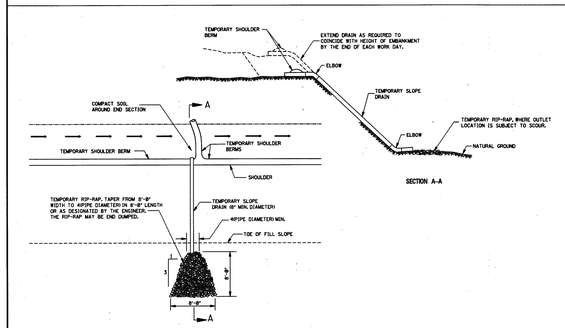
DRAWN BY: J. ADAMS
CHECKED BY: P. KOSHENINA, P.E.
DRAWING NO.: 6865
DATE: June 15, 2023
SCALE: N.T.S.

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.: 8.2



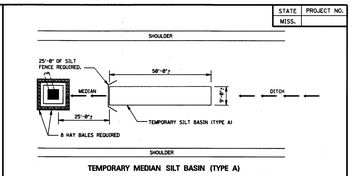
TEMPORARY SHOULDER BERM



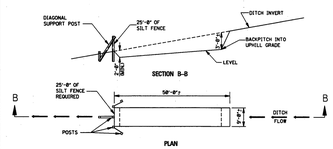
TEMPORARY SLOPE DRAIN

NOTE: TEMPORARY SLOPE DRAINS TO BE PLACED AT LOW POINT OF ALL SAG VERTICAL CURVES, INTERMEDIATE LOCATIONS TO BE PLACED AS DESIGNATED OR DEEMED APPROPRIATE BY THE CONTRACTOR AND APPROVED BY THE ENGINEER.

STATE	PROJECT NO.
MISS.	



TEMPORARY MEDIAN SILT BASIN (TYPE A)



TEMPORARY SILT BASIN (TYPE A)

NOTE: TEMPORARY SILT BASIN (TYPE A) TO BE PLACED IN SURFACE DRAIN DITCHES AND SIDE DITCHES AT THE END OF CUT SECTIONS IMMEDIATELY PROCEEDING DITCH INLETS AND JUST BEFORE THE WATER RUNOFF LEAVES THE RIGHT-OF-WAY OR ENTERS A WATER COURSE. LOCATION AND SIZE OTHER THAN AS SHOWN MAY BE REQUIRED AS DIRECTED BY THE ENGINEER.

GENERAL NOTES:

1. THE CONTRACTOR 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.
2. THE USE OF TEMPORARY EROSION CONTROL MEASURES SHOWN ON THIS SHEET WILL ONLY BE REQUIRED AND MEASURED FOR SEPARATE PAYMENT WHEN AN APPROPREATE PAY ITEM IS INCLUDED IN THE BID SCHEDULE OF THE PROPOSAL.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

TYPICAL TEMPORARY EROSION CONTROL MEASURES (SLOPE DRAIN AND TYPE A SILT BASIN)

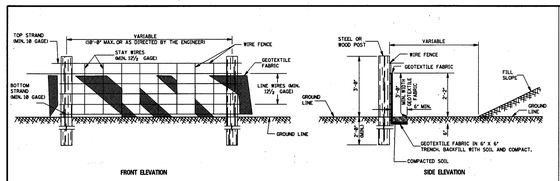
REVISION

ISSUE DATE: OCTOBER 1, 1998

STANDARD NUMBER EC-2

SHEET NUMBER 143

STATE	PROJECT NO.
MISS.	

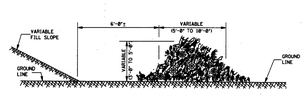


TEMPORARY SILT FENCE

NOTES:

1. WIRE SHALL BE MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 4 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 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, ETC.
4. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATIONS MAY BE USED WITHOUT WIRE FENCE.

FRONT ELEVATION

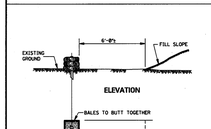


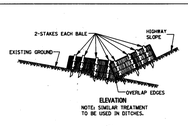
SIDE ELEVATION

TEMPORARY BRUSH BARRIER

NOTES:

1. BRUSH BARRIER TO 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 BUTT ENDS OF LAPS TIGHTLY BUTTED TOGETHER. PLACE ON TOP AND SECURE BRUSH BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED BY THE ENGINEER.
3. TO ALLOW WATER TO FLOW THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.





FALL OF DITCH (%)	DISTANCE (FT)
0 - 1	100'
1 - 2	50'
>2	25'

TEMPORARY EROSION CHECKS USING HAY OR STRAW BALES

NOTE: EMBED ALL BALES 3" MINIMUM INTO GROUND AND STAKE (2" X 2" X 36") SECURELY.

GENERAL NOTES:

1. THE CONTRACTOR 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.
2. TEMPORARY BRUSH BARRIERS SHALL BE USED AS REQUIRED BUT WILL NOT BE MEASURED FOR SEPARATE PAYMENT.
3. THE USE OF TEMPORARY EROSION CONTROL MEASURES OTHER THAN TEMPORARY BRUSH BARRIERS WILL ONLY BE REQUIRED AND MEASURED FOR SEPARATE PAYMENT WHEN APPROPRIATE PAY ITEMS IS INCLUDED IN THE BID SCHEDULE OF THE PROPOSAL.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

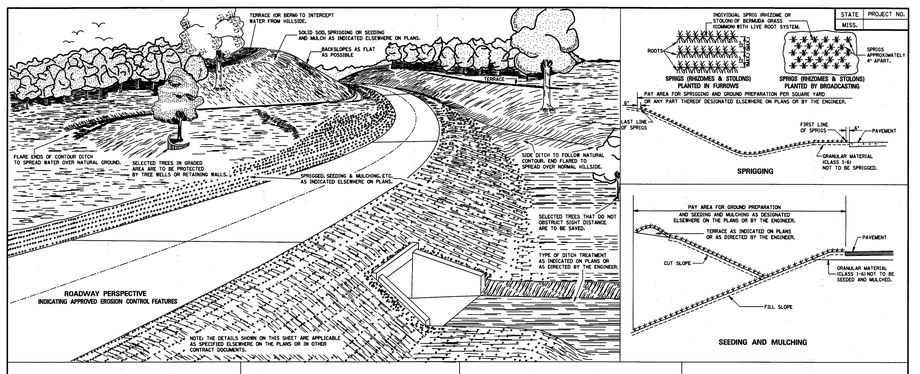
TYPICAL TEMPORARY EROSION CONTROL MEASURES (SILT FENCE, HAY BALES & BRUSH BARRIER)

REVISION

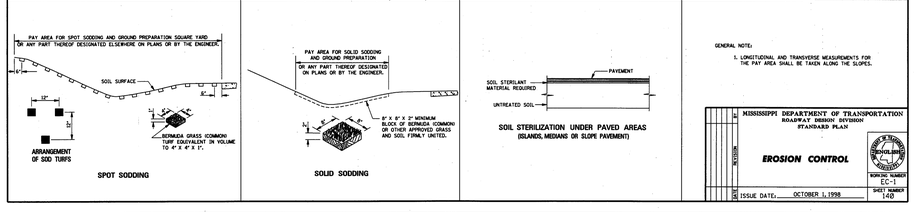
ISSUE DATE: OCTOBER 1, 1998

STANDARD NUMBER TEC-1

SHEET NUMBER 142



STATE	PROJECT NO.
MISS.	



GENERAL NOTE:

1. LONGITUDINAL AND TRANSVERSE MEASUREMENTS FOR THE PAY AREA SHALL BE TAKEN ALONG THE SLOPES.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

EROSION CONTROL

REVISION

ISSUE DATE: OCTOBER 1, 1998

STANDARD NUMBER EC-1

SHEET NUMBER 148

EROSION CONTROL DETAILS

N.T.S.

PEC
PRECISION ENGINEERING CORPORATION
EST. 1976
CIVIL • CONSULTING • GEO
LAND SURVEYORS

PHONE: (662) 234-8539 (662) 534-6205
EMAIL: OXFORD@PECORPMS.COM WEB SITE: PECORPMS.COM
FAX: (662) 234-9639 (662) 534-6205

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:

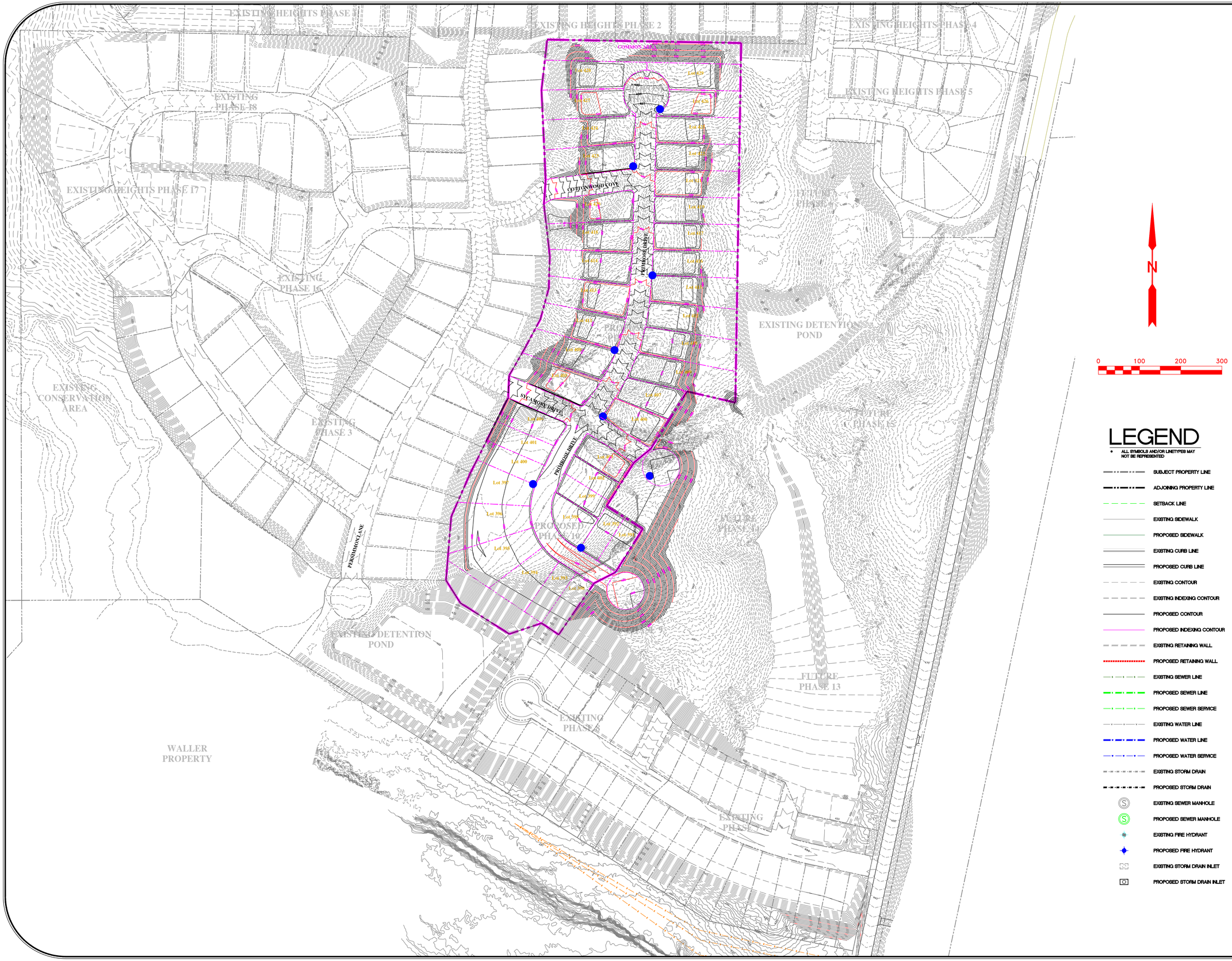
FOR
THE HEIGHTS
AT OXFORD COMMONS

DRAWN BY: J. ADAMS		DATE: June 15, 2023
CHECKED BY: P. KOSHENINA, P.E.		SCALE: N.T.S.
DRAWING NO.: 6865		

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.:

8.3



LEGEND

- ALL SYMBOLS AND/OR LINETYPES MAY NOT BE REPRESENTED

- SUBJECT PROPERTY LINE
- ADJOINING PROPERTY LINE
- SETBACK LINE
- EXISTING SIDEWALK
- PROPOSED SIDEWALK
- EXISTING CURB LINE
- PROPOSED CURB LINE
- EXISTING CONTOUR
- EXISTING INDEXING CONTOUR
- PROPOSED CONTOUR
- PROPOSED INDEXING CONTOUR
- EXISTING RETAINING WALL
- PROPOSED RETAINING WALL
- EXISTING SEWER LINE
- PROPOSED SEWER LINE
- PROPOSED SEWER SERVICE
- EXISTING WATER LINE
- PROPOSED WATER LINE
- PROPOSED WATER SERVICE
- EXISTING STORM DRAIN
- PROPOSED STORM DRAIN
- EXISTING SEWER MANHOLE
- PROPOSED SEWER MANHOLE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING STORM DRAIN INLET
- PROPOSED STORM DRAIN INLET

CIVIL • CONSULTING • GEO
PEC
PRECISION ENGINEERING CORPORATION
EST. 1976
LAND SURVEYORS

PHONE: (662) 234-8539 (662) 534-6205
EMAIL: OXFORD@PECORPMS.COM
WEB SITE: PECORPMS.COM
FAX: (662) 234-8639 (662) 534-6205

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:

LIGHTING LAYOUT FOR THE HEIGHTS SUBDIVISION AT OXFORD COMMONS

DRAWN BY: J. ADAMS		DATE: June 15, 2023
CHECKED BY: P. KOSHENINA, P.E.		SCALE: 1"=100'
DRAWING NO.: 6865		

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.

PLANT SCHEDULE

STREET TREES	CODE	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY
	LT	Liriodendron tulipifera / Tulip Poplar	B&B	2" Cal.	11'-13' H, 3'-4' W	24
	QM	Quercus macrocarpa / Burr Oak	B&B	2" Cal	12'-14' H, 4'-5' W	26
	QP	Quercus phellos / Willow Oak	B&B	2" Cal	11'-13' H, 3'-4' W	26

CITY OF OXFORD, MS LANDSCAPE REQUIREMENTS

5.7.1 Landscape Standards - 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.

5.7.2.1 Compliance with Approved Landscaping Plan: 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.

5.7.3.2 Additional landscaped area may be in the form of green areas, foundation plantings around buildings and structures, or additional front setback landscaping.

5.7.3.4 At a minimum, all additional landscaped areas shall be completely covered with live turf or ground cover, or seasonal seeding.

5.7.3.6 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.

5.7.3.7 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.
3,836 LF frontage/ 50 ft = 76 trees required (76 trees proposed)

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.

LANDSCAPE PLAN
SCALE: 1" = 50'

CIVIL • CONSULTING • GEO
PEC
PRECISION ENGINEERING CORPORATION
EST. 1976
LAND SURVEYORS

PHONE: (662) 234-8539 (662) 534-6205
EMAIL: OXFORD@PECORPMS.COM WEB SITE: PECORPMS.COM
FAX: (662) 234-8639 (662) 534-6205

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:

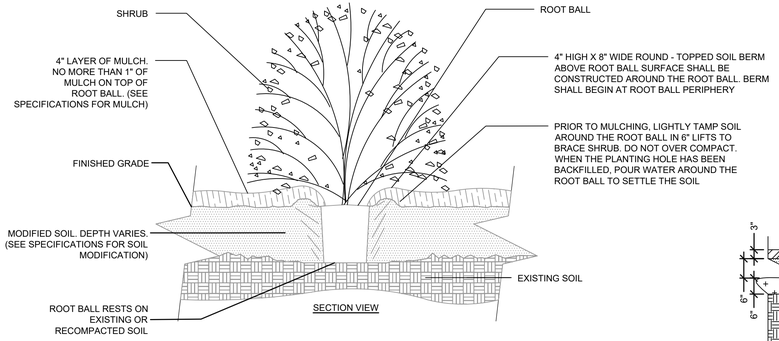
LANDSCAPE PLAN FOR THE HEIGHTS SUBDIVISION AT OXFORD COMMONS

DRAWN BY: CRB		DATE: June 30, 2023
CHECKED BY: P. KOSHENINA, P.E.		SCALE: 1"=50'
DRAWING NO.: 6865		

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.:

L101

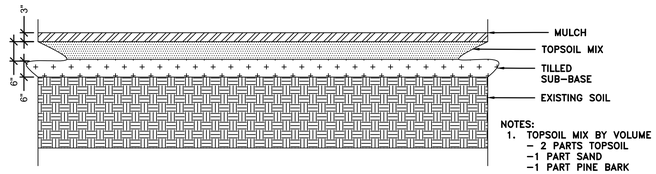


NOTES:
1- SHRUBS SHALL BE OF QUALITY PRESCRIBED IN THE ROOT OBSERVATIONS DETAIL AND SPECIFICATIONS.

2- SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.

1 SHRUB PLANTING DETAIL

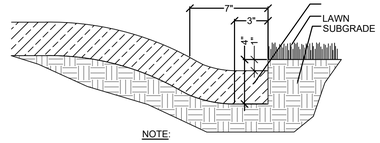
SCALE: N.T.S.



NOTES:
1. TOPSOIL MIX BY VOLUME
   - 2 PARTS TOPSOIL
   - 1 PART SAND
   - 1 PART PINE BARK

2 PLANTING BED DETAIL

SCALE: N.T.S.

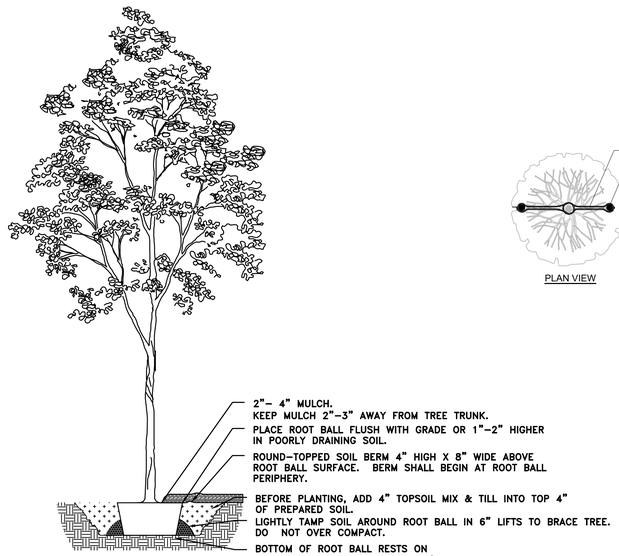


NOTE:

TRENCH EDGE TO BE LOCATED BETWEEN ALL PLANTING BEDS AND LAWN AREAS.

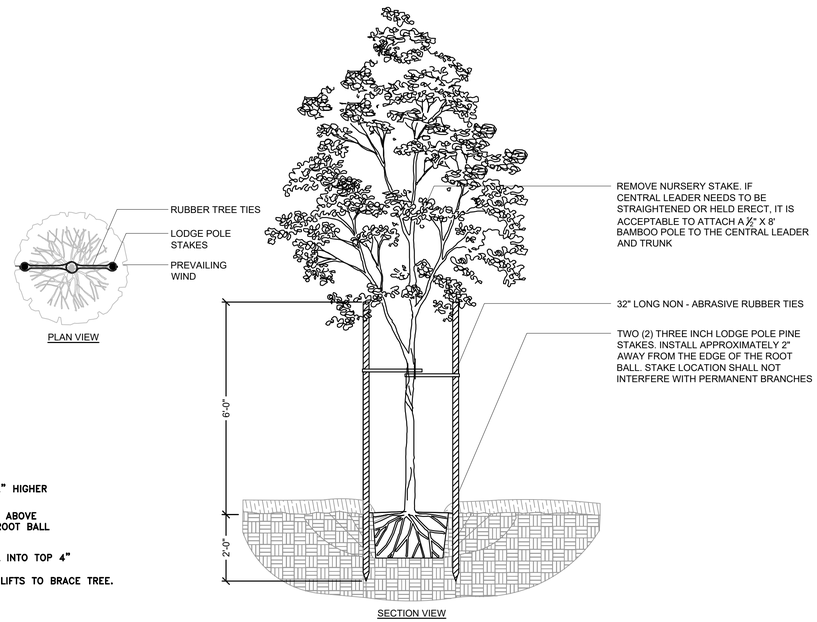
3 PLANTING EDGE DETAIL

SCALE: N.T.S.



4 TREE PLANTING DETAIL

SCALE: N.T.S.



5 TREE STAKING DETAIL

SCALE: N.T.S.

CIVIL • CONSULTING • GEO
PEC
PRECISION ENGINEERING CORPORATION
EST. 1976
LAND SURVEYORS

PHONE: (662) 234-8539 (662) 534-6205
EMAIL: OXFORD@PECORPMS.COM
WEB SITE: PECORPMS.COM
FAX: (662) 234-8639 (662) 534-6205

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:

LANDSCAPE DETAILS FOR THE HEIGHTS SUBDIVISION AT OXFORD COMMONS

DRAWN BY: CRB		DATE: June 30, 2023
CHECKED BY: P. KOSHENINA, P.E.		SCALE: N.T.S.
DRAWING NO.: 6865		

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.:

L102

OXFORD
PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Alderman
From: Benjamin Requet, AICP; Director of Planning & Kate Kenwright, Planner II
Date: November 5, 2024
RE: Appeal of the Courthouse Square Historic Preservation Commission's Denial of Case #464, a Request to Add a Balcony on the Front Façade of 1002 Jackson Avenue East

Appeal Request:

This is an appeal request of the Courthouse Square Historic Preservation Commission Approval of Case #464, a request for a new balcony at 1002 Jackson Avenue East. This case was denied by the Courthouse Square Commission at their regularly scheduled meeting on October 7, 2024. The case was previously heard as a Complimentary Review item at the September 5, 2024 meeting of the Commission.

The applicant sites several reasons for appeal in the attached letter: Public safety, additional revenue for the City of Oxford, and the leasing agreement already in place at the ground level of the site.

The Applicant's Proposal and Relevant Design Guidelines:

The applicant proposes a new two-story balcony, awning, and staircase. The building sits on the corner of E Jackson Avenue and S 10th Street. The applicant would like to install a balcony across the front façade of the entire building, which encompasses several different spaces/businesses currently.

The building currently features an outdoor patio area built according to the City's Shared Space Guidelines, and the applicant currently leases the outdoor dining space from the City. If a balcony were approved for the space the Mayor and Board of Aldermen would have to grant a revocable license for the use of City right of way.

1000-1008 E Jackson Avenue is listed as noncontributing and is described as, "two-story, 10 bay stucco covered brick, early 20th century commercial building." According to the 1920 Sanborn map the building was built as a hotel, and it was later used as apartments before conversion to restaurant uses beginning in the 1990s.

Attached is a memo prepared for the Courthouse Square Commission in May, 2019 regarding balconies on the Square, and particularly balcony requests for primary facades. Since that meeting, one case (#330) was heard and approved by the Commission for a balcony at 201 N Lamar, which was constructed based on a historic photo of the building. The balcony was constructed entirely on property owned by the applicant/owner of the building. While the building is listed as noncontributing due to alterations (windows, storefront alterations, etc.) the form and footprint of the building, built as a hotel, remain. The Commission must consider the new addition using the recommendations of the Oxford Design Guidelines, beginning on page 52.

A new addition to a historic building is considered to be successful if it:

A. Preserves significant historic materials and features;
B. Preserves the historic character, and
C. Protects the historic significance by making a visual distinction between what is old and what is new.

Also, new additions are evaluated on the following:

- Additions should be located to the non-character defining elevation.
- New additions should not remove, damage, or obscure character-defining architectural features.
- Additions should be compatible in materials, design, roof form, and proportion to the main structure. However, new additions should be constructed at a scale smaller than the existing structure so as not to overpower the existing building.
- Additions, like new construction, are representative of the time in which they are built. Therefore, contemporary designs are permitted, but should always be compatible with the existing structure.
- An addition should never mimic or recreate the architecture of the primary structure.
- Additions should be clearly identifiable as such.
- Architectural details should complement the main structure but should be clearly differentiated.

Due to the location of the proposed balcony on the front of the building, Staff finds that the design does not meet the recommendations of the Oxford Design Guidelines. It would be located on a character-defining elevation and would obscure the front façade.

October 7th Hearing:

This project was extensively discussed at the October hearing. Commission comments focused on the new stairway and the overall appropriateness of the design in the context of the Design Guidelines. Commissioner Laurenzo and Chairman Povall complimented the design but noted that the proposed design is not consistent with the recommendations of the Oxford Design Guidelines for new additions. Commissioner Laurenzo motioned to deny the application which was seconded by Commissioner Webb. The vote to deny the COA application was unanimous 5-0. (Commissioner Phillips recused from this item & Commissioner Amanda Hyneman was not present.)

Courthouse Square Historic Preservation Commission — October 7, 2024:

Case #464

A link to the recording of the October Courthouse Square HPC meeting is provided.
(Case begins at 1:22:53)

Complimentary Review – September 5th, 2024

A link to the recording of the September Courthouse Square HPC meeting is provided.
(Case begins at 1:20)

Staff Recommendation:

Staff recommends that the Mayor and Board of Aldermen uphold the Courthouse Square Historic Preservation Commission's denial of the COA proposal.

From: **Kate Kenwright** kkenwright@oxfordms.net
Subject: Re: COA Appeal
Date: October 31, 2024 at 2:03 PM
To: Ben Requet bjrequet@oxfordms.net

KK

From: Clay Scruggs <clay@lrc2.com>
Sent: Thursday, October 17, 2024 2:15:47 PM
To: Ben Requet <bjrequet@oxfordms.net>; Robyn Tannehill <robyn@oxfordms.net>
Subject: COA Appeal

Ben,

I am requesting a review of the denied ruling regarding the COA for my submission on the addition at Rafters Music and Food located at 1002 Jackson Avenue appealed to the Mayor and Board of Alderman. I know that the Board ruled based upon the ordinances and "what it says". I am not debating what the rules and ordinances say, it says what it says. I want it to be considered for multiple reasons that are outside of guidelines and codes that may not interpret the adaptive reuse of a space. The ordinances are strict in use and purpose from an architectural and visionary logic, however, it cannot address the full understanding and benefits to the community itself.

My reasons for the additional consideration are as follows:

1. Public safety- long lines cause multiple issues for OPD, OFD, and the general public by potentially overflowing in to the streets. We recently had an issue with a passing ambulance that was delayed due to lines. This addition creates an additional entrance/exit to allow people to use multiple lines and get people in the building with an estimated time savings of 40%. This entrance/exit will also create an additional exit in case of an emergency to exit the building. All of the above is certainly in the best interest of the City of Oxford and its citizens, students, and visitors. This should be considered above an ordinance or code, public safety is not something that should be determined by a building code.
2. Additional revenue for the City of Oxford- this additional space would all for a minimum of 99 people for additional tax revenue for the City. The addition will also allow for a greater experience for Oxford citizens and our visitors, outside seating is one of the most highly sought after experiences in tourism and hospitality. This will allow the square to continue to lead in that attracting visitors to the hub of the City. People love being outside and this will allow them to enjoy our location even more, more people equals more revenue to the City. As previously stated, ordinances and codes do not consider human experiences.
3. Leased ground space- Rafters Music and Food leases the entire ground area for the City. This is a condition that is only available or paid for on Jackson Avenue businesses (Funky's, St Leo, Rafters). This should also be considered as an extenuating circumstance that is outside of the normal conditions (ordinances or rules) of the Square. In no other case on the Square is this even a possibility. So considering this addition would specifically apply to the leased space which we are already paying for, this would not set precedence because it doesn't exist for any other business. We are the only true 2 story building in this area so any other additions for our neighbors simply isn't feasible. An ordinance or rule doesn't address this condition, therefore it should be considered outside of the current language as a special condition.

Once again, I understand the ruling but am confident that you understand my position of requesting review and presentation to the Mayor and Board of Alderman. Please confirm receipt of this email and let me know what the next steps might be.

I sincerely appreciate your consideration and look forward to hearing from you soon.

Thank you,

LRC 2
DEVELOPMENT GROUP
CLAY SCRUGGS
President, Construction & Development | Partner
405 SOUTH 11th STREET, SUITE 104
OXFORD, MISSISSIPPI 38655
662 715 0101

Sent via Superhuman

OXFORD
PLANNING
DEPARTMENT

To: Courthouse Square Historic Preservation Commission
From: Kate Kenwright, Planner II

COA Application: #464
Applicant/Owner: Clay Scruggs
COA Request: New Addition of a Balcony on the Front Façade

Address: 1002 Jackson Avenue
PPIN: 5951

Historic District: Courthouse Square
Contributing/Non: Noncontributing

Project History: 09/2024—Complimentary Review

Staff Comments:
The applicant seeks approval from the Commission to install a new two-story balcony, awning, and staircase onto the existing building at 1002 Jackson Avenue E. The building sits on the corner of E Jackson Avenue and S 10th Street. The applicant would like to install a balcony across the front façade of the entire building, which encompasses several different spaces/businesses currently.

The building currently features an outdoor patio area built according to the City's Shared Space Guidelines, and the applicant currently leases the outdoor dining space from the City. If a balcony were approved for the space the Mayor and Board of Aldermen would have to grant a revocable license for the use of City right of way.

1000-1008 E Jackson Avenue is listed as noncontributing and is described as, "two-story, 10 bay stucco covered brick, early 20th century commercial building." According to the 1920 Sanborn map the building was built as a hotel, and it was later used as apartments before conversion to restaurant uses beginning in the 1990s.

Attached is a memo prepared for the Courthouse Square Commission in May, 2019 regarding balconies on the Square, and particularly balcony requests for primary facades. Since that meeting, one case (#330) was heard and approved by the Commission for a balcony at 201 N Lamar, which was constructed based on a historic photo of the building. The balcony was constructed entirely on property owned by the applicant/owner of the building.

While the building is listed as noncontributing due to alterations (windows, storefront alterations, etc.) the form and footprint of the building, built as a hotel, remain. The Commission must consider the new addition using the recommendations of the Oxford Design Guidelines, beginning on page 52.

A new addition to a historic building is considered to be successful if it:

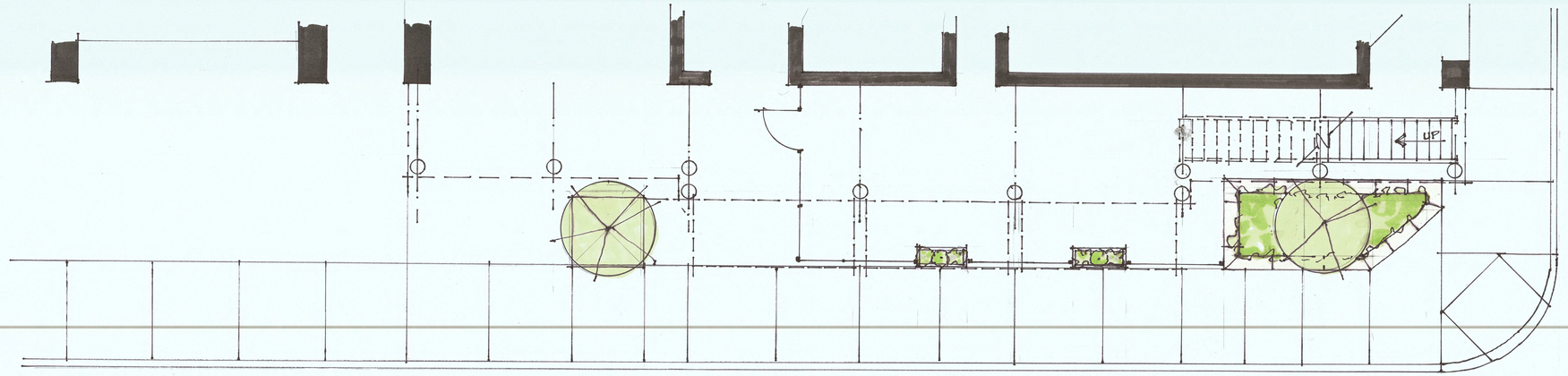
A. Preserves significant historic materials and features;
B. Preserves the historic character, and
C. Protects the historic significance by making a visual distinction between what is old and what is new.

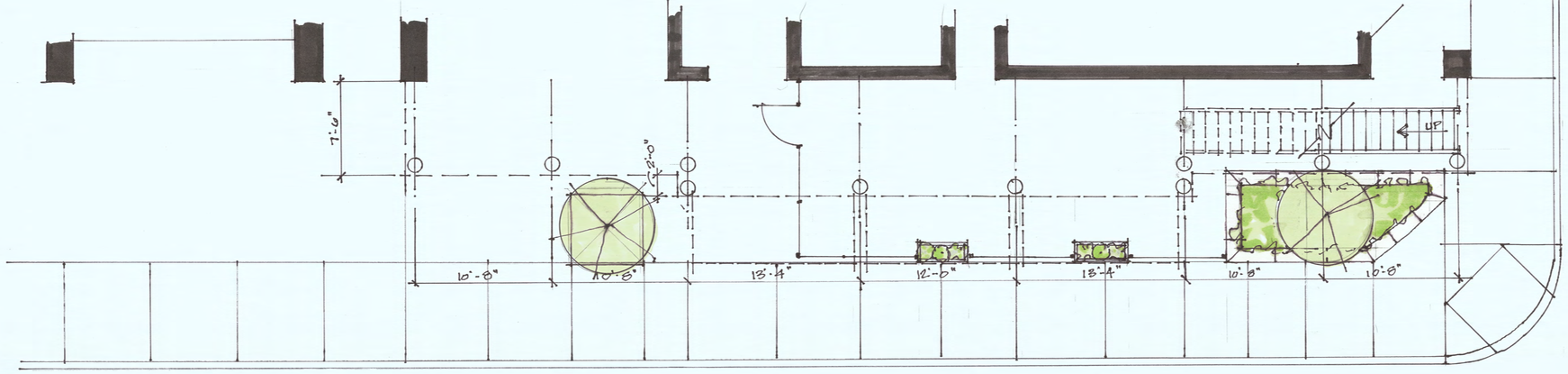
Also, new additions are evaluated on the following:

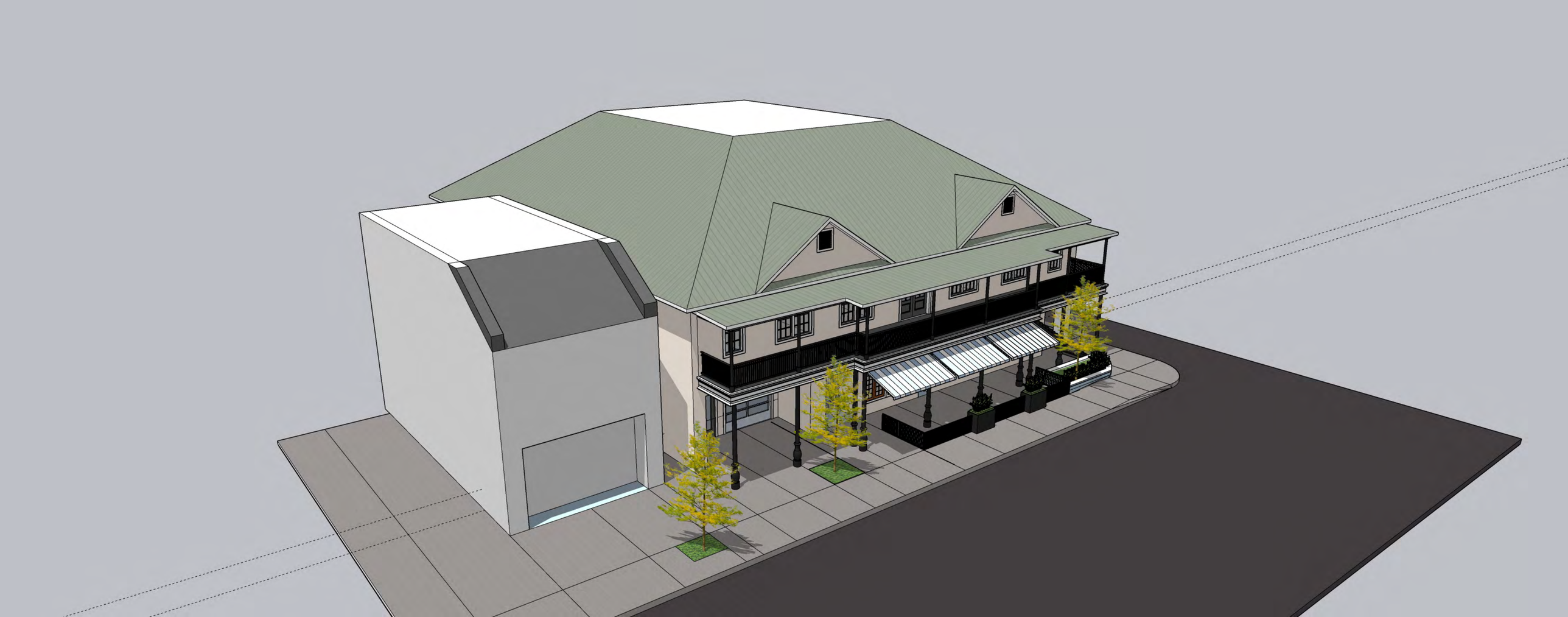
- Additions should be located to the non-character defining elevation.
- New additions should not remove, damage, or obscure character-defining architectural features.
- Additions should be compatible in materials, design, roof form, and proportion to the main structure. However, new additions should be constructed at a scale smaller than the existing structure so as not to overpower the existing building.
- Additions, like new construction, are representative of the time in which they are built. Therefore, contemporary designs are permitted, but should always be compatible with the existing structure.
- An addition should never mimic or recreate the architecture of the primary structure.
- Additions should be clearly identifiable as such.
- Architectural details should complement the main structure but should be clearly differentiated.

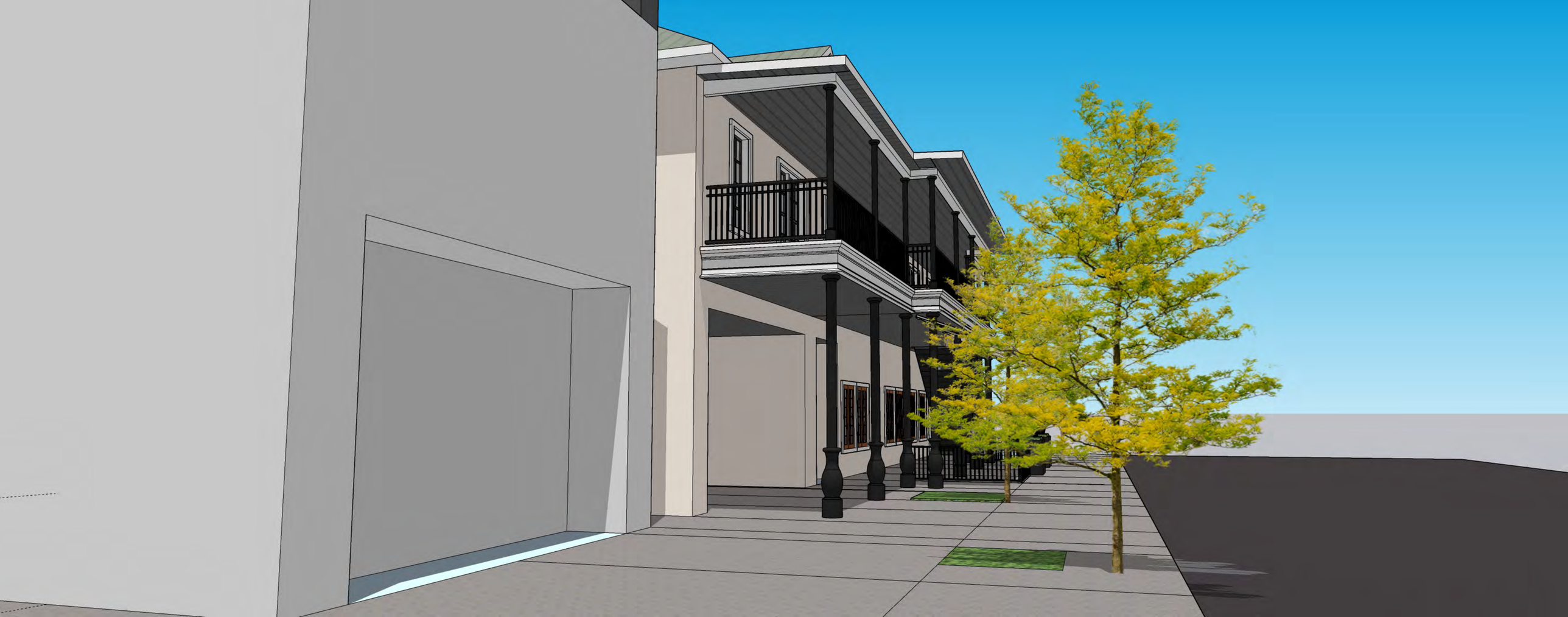
Due to the location of the proposed balcony on the front of the building, Staff finds that the design does not meet the recommendations of the Oxford Design Guidelines. It would be located on a character-defining elevation and would obscure the front façade.

Staff Recommendation:
Staff recommends denial of the proposed COA.


UP


7'-6"
2'-0"
10'-8"
10'-8"
13'-4"
12'-0"
13'-4"
10'-8"
10'-8"
N
UP





Oxford Balconies

5/15/2019

The Square has substantially retained its early twentieth-century appearance, though many of the balconies added are inappropriate for the age and style of their respective building. Documentation from an attempt to create a historic district in 1980 provides some context for the age of many balconies today. Most have been added since that survey, though a couple of them predate it (see below).

Off Square books over to South Lamar. You'll see that the faux mansard(likely an addition from the 60s) has been removed and now the original parapet is visible.

Here's what that strip looks like today:

The trend continues as we look down Van Buren Avenue. Photos from 1980:

And here is that view today. You'll see that two-story balconies were added to several buildings. There were a few existing one-story awnings and overhangs.

138 Courthouse Square (current My Favorite Shoes)

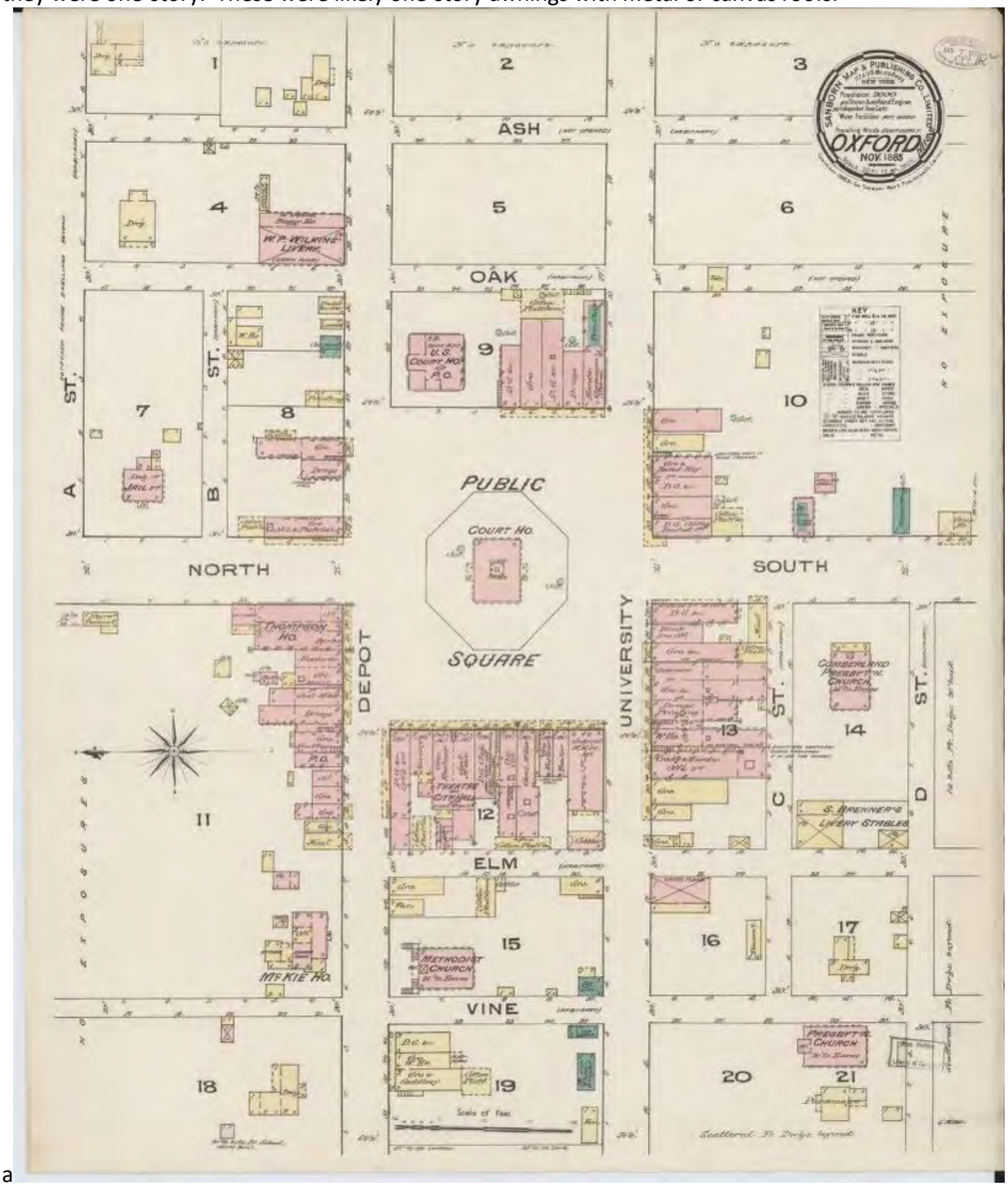
Today:

(Though not shown in this photo, Sneed's Hardware did have a two-story side balcony in the same footprint of what is there today).

Shoe Shop (St. Leo today)

View from what is now Boure:

Though it is unlikely that the Square originally featured the types of two-story balconies that we have so many of today, they probably did feature some awnings and possibly one-story porches with flat decks. In the 1885 Sanborn map of the Square, several buildings are shown with some sort of frame structure(yellow) fronting the Square. For instance, on what today is Roosters (shown on the map as a dry goods store and office), a two story frame structure with stairs is shown on the side façade—likely similar to what is there today. However most of the structures are accompanied by a 1, showing that they were one-story. These were likely one-story awnings with metal or canvas roofs.



a

This 1910 photo of the Square shows several one-story awnings:

Todd Sanders, an architectural historian at MDAH, agrees, stating that “what the Sanborn map shows is very likely one story (in many cases there is a 1 in the corner of these appendages on the maps) awnings, likely with metal or canvas roofs; not likely to be shingled with wood shingles. They could be one story porches with flat decks. In many cases where there were such decks, access was gained from the second floor by going out the window since there were no doors.”

The view towards the Courthouse from South Lamar ca. 1910. Some one-story awnings are present.

Though many side and rear balconies/decks have been considered and approved or denied by the Commission, requests for balconies on primary facades is rare.

In September of 2010, a proposal came before the Commission for construction of a set back third floor addition & balcony for 134 Courthouse Square(today: Katherine Beck). At the time, Commissioners expressed concern that the Square was becoming “over balconied”. The COA was denied.

Rendering from September 2010 proposal(Case #057)

In March of 2011, a COA (Case #62) was approved to remove enclosed portions of the second floor of the Downtown Grill and install a second floor balcony for Boure. The building was already highly altered—see the photo from 1980 on pg 7.

In December of 2015, a proposal came before the Commission for installation of balconies over public right-of-way for 130 and 132 Courthouse Square (today: Katherine Beck and Round Table).

Rendering from December 2015 proposal(Case #206)

Minutes from the meeting state that “Commissioners discussed the need to preserve the buildings the way they look now” and Commissioner Howorth noted that “balconies were historically constructed on the side of some buildings in the early days.” The case was denied due to lack of a motion.

Balconies, when original, are a character-defining feature of a historic building. The addition of a porch or balcony to the primary façade of a historic building should be considered carefully. Map and photographic evidence should be studied if available, as well as the evolution of the building over time.

If a new balcony is proposed, the Commission should consider any documentary evidence to support that such a feature previously existed, if the installation is appropriate for the building type, if the installation will destroy or conceal an important architectural feature or features, and if the proposed design is compatible with the existing building and streetscape. Additionally, any applicant would have to secure a revocable license from the Mayor and Board of Alderman for the use of public right of way.

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Aldermen

From: John Crawley, City Engineer

CC: Bart Robinson, P.E., COO/ Hollis Green, Director, Development Services
Johnathan Mizell, Chief Building Official

Date: November 5, 2024

Re: Request by RH Design-Build to Work on Sundays in November at The Lamar

---

RH Design-Build, the General Contractor for the current construction of The Belle at The Lamar development, has requested permission to work on Sundays. The dates requested are below:

November 10, 2024
November 17, 2024
November 24, 2024

The contractor indicates the work is behind schedule and this approval would help them catch up. Their email request with contact information is attached hereto.

Outlook

RE: The Belle at The Lamar: Sunday Work Permit - November

From Brian Wittendorfer <bwittendorfer@rhdesign-build.com>
Date Wed 10/23/2024 2:43 PM
To John Crawley <john@oxfordms.net>
Cc Daniel Cooper <daniel@reedhaysconstruction.com>; George Hodgson <ghodgson@rhdesign-build.com>; Allison Ferris <allison@oxfordms.net>; Ryley Butler <ryley@oxfordms.net>

Sounds good, thanks!

Brian Wittendorfer
Project Manager
Phone: (251) 586-8642 Cell: (251) 404-6087
Email: bwittendorfer@rhdesign-build.com
Address: 28490 2nd Street Suite A Daphne, AL 36526

From: John Crawley <john@oxfordms.net>
Sent: Wednesday, October 23, 2024 2:38 PM
To: Brian Wittendorfer <bwittendorfer@rhdesign-build.com>
Cc: Daniel Cooper <daniel@reedhaysconstruction.com>; George Hodgson <ghodgson@rhdesign-build.com>; Allison Ferris <allison@oxfordms.net>; Ryley Butler <ryley@oxfordms.net>
Subject: RE: The Belle at The Lamar: Sunday Work Permit - November

Brian, that request will go before the BOA on November 5

From: Brian Wittendorfer <bwittendorfer@rhdesign-build.com>
Sent: Wednesday, October 23, 2024 2:27 PM
To: John Crawley <john@oxfordms.net>
Cc: Daniel Cooper <daniel@reedhaysconstruction.com>; George Hodgson <ghodgson@rhdesign-build.com>
Subject: RE: The Belle at The Lamar: Sunday Work Permit - November

John,

Good afternoon. I wanted to follow up with you on the November Sunday Work permit request. Any update?

Thanks,

Brian Wittendorfer
Project Manager
Phone: (251) 586-8642 Cell: (251) 404-6087
Email: bwittendorfer@rhdesign-build.com
Address: 28490 2nd Street Suite A Daphne, AL 36526

From: Brian Wittendorfer
Sent: Tuesday, October 15, 2024 11:05 AM

To: john@oxfordms.net
Cc: Robert Hays <rhays@reedhaysconstruction.com>; Daniel Cooper <daniel@reedhaysconstruction.com>; George Hodgson <ghodgson@rhdesign-build.com>
Subject: The Belle at The Lamar: Sunday Work Permit - November

John,

Good morning. I would like to submit another Sunday Work Permit request for the following dates:

- November 3, 2024
- November 10, 2024
- November 17, 2024
- November 24, 2024

Thanks,

Brian Wittendorfer
Project Manager
Phone: (251) 586-8642 Cell: (251) 404-6087
Email: bwittendorfer@rhdesign-build.com
Address: 28490 2nd Street Suite A Daphne, AL 36526

From: John Crawley <john@oxfordms.net>
Sent: Wednesday, October 2, 2024 7:14 AM
To: Brian Wittendorfer <bwittendorfer@rhdesign-build.com>
Cc: Robert Hays <rhays@reedhaysconstruction.com>; Daniel Cooper <daniel@reedhaysconstruction.com>; Allison Ferris <allison@oxfordms.net>; Ryley Butler <ryley@oxfordms.net>; Hollis Green <hgreen@oxfordms.net>
Subject: RE: The Belle at The Lamar: Sunday Work Permit

Brian, the BOA approved this Sunday work last night….with the condition that should complaints arise from noise or other disruption they would revoke the approval.

John

From: Brian Wittendorfer <bwittendorfer@rhdesign-build.com>
Sent: Tuesday, September 24, 2024 8:38 AM
To: John Crawley <john@oxfordms.net>
Cc: Robert Hays <rhays@reedhaysconstruction.com>; Daniel Cooper <daniel@reedhaysconstruction.com>
Subject: The Belle at The Lamar: Sunday Work Permit

John,

Per our conversation, we are the GC working on The Belle at The Lamar project and would like to request a Sunday work permit for the dates below. We are trying to make up some delay days and this would help us out tremendously.

- October 6, 2024
- October 13, 2024
- October 20, 2024
- October 27, 2024

Feel free to call or email with any questions.

Thanks,

Brian Wittendorfer
Project Manager
Phone: (251) 586-8642 Cell: (251) 404-6087
Email: bwittendorfer@rhdesign-build.com
Address: 28490 2nd Street Suite A Daphne, AL 36526

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Aldermen

From: John Crawley, City Engineer

CC: Bart Robinson, P.E., COO/ Hollis Green, Director, Development Services
Johnathan Mizell, Chief Building Official

Date: November 5, 2024

Re: Request from ICM Construction for Special Work Hours at Oxford Middle School

---

ICM Construction, General Contractor for the Oxford School District, has requested special work hours for a concrete pour at Oxford Middle School for the Athletic Building Project. ICM is requesting to begin the concrete pour at 4:00 A.M. on either the morning of Wednesday, December 4th, Thursday, December 5th, or Friday, December 6th. They request an early start time to ensure the concrete trucks finish prior to the beginning of school traffic.

Engineering recommends approval of this request.

From: Chase Sims
To: John Crawley
Cc: Chuck Pirtle
Subject: RE: Extended Work Hours request
Date: Wednesday, October 30, 2024 8:32:51 AM
Attachments: image001.png

Mr. Crawley,

We would like to request permission for extended working hours at the Oxford Middle School Campus for the Athletic Building project.

This is for another concrete pour that will take place on either 12/4, 12/5 or 12/6. We would like to begin the pour around 4am, if possible.

Please let me know if you need any additional information.

Thank you,

Chase Sims

ICM CONSTRUCTION

p: 662.715.2606 | c: 601.954.0115
e: csims@icm.construction | w:www.icm.construction
Twitter: @ICM_LLC | Instagram: @ICM_LLC | Linkedin: Innovative Construction Management, LLC

From: John Crawley <john@oxfordms.net>
Sent: Wednesday, October 2, 2024 7:15 AM
To: Chase Sims <csims@icm.construction>
Cc: Chuck Pirtle <cpirtle@icm.construction>; Allison Ferris <allison@oxfordms.net>; Ryley Butler <ryley@oxfordms.net>; Hollis Green <hgreen@oxfordms.net>
Subject: RE: Extended Work Hours request

Chase, the BOA approved this request last night.

John

From: Chase Sims <csims@icm.construction>
Sent: Tuesday, September 24, 2024 1:38 PM
To: John Crawley <john@oxfordms.net>
Cc: Chuck Pirtle <cpirtle@icm.construction>
Subject: Extended Work Hours request

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Aldermen

From: John Crawley, City Engineer

CC: Bart Robinson, P.E., COO/ Hollis Green, Director, Development Services
Johnathan Mizell, Chief Building Official

Date: November 5, 2024

Re: Request for Overnight Work Hours at 14 Thacker Loop, Out-A-Space Storage Facility

---

Oden-Hardy Construction, General Contractor for the Out-A-Space Storage Facility at 14 Thacker Loop, is requesting to perform an overnight concrete pour at 11:30 P.M. on Wednesday, November 6th. The pour should be done by 6:00 A.M on Thursday, November 7th. In the event of inclement weather, the contractor has asked for alternate dates of Thursday, November 7th and Tuesday, November 12th. The concrete pour will be approximately 374 cubic yards, utilizing 47 trucks. See the attached documents.

Engineering recommends approval of this request.

Outlook

RE: Out-A-Space Self Storage

From Mark Grant <mgrant@odenhardy.com>
Date Fri 10/25/2024 9:02 AM
To John Crawley <john@oxfordms.net>; Johnathan Mizell <johnathan@oxfordms.net>
Cc Donald Davis <ddavis@odenhardy.com>; Jay Luna <jluna@trinitybusinessgroup.net>; Kat Hamel <khamel@odenhardy.com>; Brett Langford <brett@odenhardy.com>; Allison Ferris <allison@oxfordms.net>; Todd Fisher (todd@abridgesconstruction.com) <todd@abridgesconstruction.com>; Rickey Moore (rickey@abridgesconstruction.com) <rickey@abridgesconstruction.com>

1 attachments (23 KB)
Notes for Oxford City Council Meeting.docx;

Mr. Crowley,

We would like to request a spot on the agenda for the next Oxford City Council Meeting.

We are currently building the Out-A-Space Self Storage at 14 Thacker Loop, we are planning for the 2nd Floor Elevated Slab Pour, the week of 11/4/24, with the target date of Wednesday 11/6/24 and a back-up date of Thursday 11/7/24.

Concert Supplier: MMC Concrete Contractor: Abby Bridges
2nd Floor Pour approx. yards: 374 Truck count: 47
On the date of the 2nd Floor Pour: Set up at 11:30 PM with Light Towers, Pump at 12:00 AM, start Pour at 1:00 AM Scheduling 80 yards per hour. Poured out by 6:00.

Thanks,

Mark Grant
Project Superintendent
ODEN • HARDY CONSTRUCTION
1400 59th Street West
Bradenton FL 34209
Cell: 828-234-4974
Office: 941- 792-2233
Fax: 941- 792-7722
Email: mgrant@odenhardy.com

AA 0002841

ODEN • HARDY
CONSTRUCTION

Out-A-Space Self Storage/Thacker Storage

14 Thacker Loop. Oxford MS 38655

<u>Permit #</u> BLDC-005779-2024 <u>MPC #</u> MC-31160006

Project Start: 7/22/2024 Completion Date: 4/17/2025

Owner: Jay Luna/Trinity Group

Rough Dimension: 244x84

Foot Print sq ft: 18,698

Total sq ft: 74,792

Total Units: 612 for all 4 Floors

<u>Concert Supplier</u>: BBM <u>Concrete Contractor</u>: Abby Bridges

2nd Floor Pour approx. yards: 374 Truck count: 47

3rd Floor Pour approx. yards: 253 Truck count: 32

4th Floor Pour approx. yards: 253 Truck count: 32

2nd Floor Pour, set up at 11:30 PM with Light Towers, Pump at 12:00 AM, start Pour at 1:00 AM Scheduling 80 yards per hour. Poured out by 6:00.

3rd Floor Pour, set up at 12:30 AM with Light Towers, Pump at 1:00 AM, start Pour at 2:00AM. Scheduling 80 yards per hour. Poured out by 6:00 AM.

4th Floor Pour, set up at 12:30 AM with Light Towers, Pump at 1:00 AM, start Pour at 2:00 AM, Scheduling 80 yards per hour. Poured out by 6:00 AM.

Project Superintendent: Mark Grant…Cell# (828-234-4974) mgrant@odenhardy.com

Oden Hardy Construction 1400 59th Street West Bradenton FL 34209…Office (941-792-2233)

State of Mississippi Contractor License # 20099-MC Expires Jul. 31, 2025

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Aldermen

From: John Crawley, City Engineer

CC: Bart Robinson, P.E., COO/ Hollis Green, Director, Development Services

Date: November 5, 2024

Re: Request to Release Performance Bond 4455440, Seminole Bluff Subdivision (Villa West), Phase 1

Engineering recommends the release of the above-captioned performance bond, in the amount of **$154,131.75**, which is related to the construction of sidewalks and a dumpster enclosure in the Seminole Bluff Subdivision (Villa West), Phase 1. All items covered under the bond have been completed and inspected.

MARKEL

PERFORMANCE BOND
(Subdivision Improvements)

Bond No. 4455440

WHEREAS, Oakmont Oxford, LLC (herein designated as "Principal"), and City of Oxford (herein designated as "Obligee ") have entered into an agreement whereby Principal agrees to install and complete certain designated Subdivision Improvements, which said agreement, dated September 9, 2022 and identified as project Seminole Bluff Subdivision (Villa West) PH 1 - Sidewalk and Dumpster Enclosure, is hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and SureTec Insurance Company, 2103 CityWest Blvd., Ste. 1300, Houston, TX 77042, as surety, are held and firmly bound unto the Obligee in the penal sum of One Hundred Fifty Four Thousand One Hundred Thirty One & 75/100 Dollars ($154,131.75) lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee , its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. This bond will remain in effect until the Principal has performed all obligations required by Obligee in connection with said improvements.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications, however, the Surety shall not be liable for a greater sum than the amount specified in the bond.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on 21st day of September, 2022.

Principal: Oakmont Oxford, LLC

By: _____
Signature

Name: _____

Title: _____

SureTec Insurance Company

By: Kimberly B. Barhum
Signature

Name: Kimberly B. Barhum
Attorney-in-Fact

The Rider(s) Attached Hereto Is/Are Incorporated in the Bond and Contains Important Coverage Information and Limitations

POA# 2410005

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Kimberly B. Barhum, David Robin Fortenberry, Richard Teb Jones, Mary J. Norval

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 3rd day of September 2020 .

SureTec Insurance Company

By: _____
Michael C. Keimig, President

SURETEC INSURANCE COMPANY — HOUSTON, TEXAS

MARKEL INSURANCE CORPORATE SEAL COMPANY — ILLINOIS

Markel Insurance Company

By: _____
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 3rd day of September 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.

DONNA DONAVANT NOTARY PUBLIC MY COMMISSION NUMBER 7083968 COMMONWEALTH OF VIRGINIA

By: _____
Donna Donavant, Notary Public
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 21st day of September 2022.

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Richard R. Grinnan, Vice President and Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. **2410005**
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Aldermen

From: John Crawley, City Engineer

CC: Bart Robinson, P.E., COO/ Hollis Green, Director, Development Services
Rob Neely, P.E., General Manager, Oxford Utilities

Date: November 5, 2024

Re: Request to Approve Change Order No. 1, SR-7 Water Distribution Extension Project, Phase II C

Engineering recommends approval of **Change Order No. 1** for the above-captioned project, which will increase the contract amount by **$132,658.50**, thus bringing the revised contract amount to **$1,926,169.50**. This change order became necessary due to unforeseen grade conflicts with the upcoming Highway 7 Four-Lane Project, requiring a 800 +/- feet bore through a section previously set up for open trenching. A copy of the change order is attached.

This project is set up for ARPA / MCWI reimbursement.

CHANGE ORDER NO.: 1

Owner:	City of Oxford	Owner's Project No.:	None
Engineer:	Daniels & Associates, Inc.	Engineer's Project No.:	None
Contractor:	Axis Site Work LLC	Contractor's Project No.:	
Project:			
Contract Name:	SR 7 Water Distribution Extension Phase II C		
Date Issued:	October 18, 2024	Effective Date of Change Order:	November 5, 2024

The Contract is modified as follows upon execution of this Change Order: *Change contract quantities.*

Description: *Increase length of 18" HDPE bore on plan sheet 5 on the south end of bore to avoid excavation of a steep, sandy slope. Bore length increase is also to avoid a meandering ditch on the MDOT right of way line that has multiple feeder springs along pipe route. Purchase excess 16" DIP material resulting from change order.*

Attachments: *Sheet CO-1 recapping item quantities added and deleted; price documentation sheets.*

Change in Contract Price	Change in Contract Times
Original Contract Price: $ 1,793,511.00	Original Contract Times: Substantial Completion: 150 days (02/12/2025) Ready for final payment: 160 days (02/22/2025)
~~[Increase] [Decrease]~~ from previously approved Change Orders No. 0 to No. 0: $ 0.00	~~[Increase] [Decrease]~~ from previously approved Change Orders No. 0 to No. 0 : Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price prior to this Change Order: $ 1,793,511.00	Contract Times prior to this Change Order: Substantial Completion: 150 days (02/12/2025) Ready for final payment: 160 days (02/22/2025)
[Increase] ~~[Decrease]~~-this Change Order: $ 132,658.50	~~[Increase] [Decrease]~~ this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: $ 1,926,169.50	Contract Times with all approved Change Orders: Substantial Completion: 150 days (02/12/2025) Ready for final payment: 160 days (02/22/2025)

Recommended by Engineer (if required)	Accepted by Contractor
By: David Daniels	
Title: David Daniels, PE	Grant Gooch, Manager
Date: 10/10/2024	
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.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies and American Society of Civil Engineers. All rights reserved.

CITY OF OXFORD SHEET CO-1

SR 7 WATER WATER DISTRIBUTION EXTENSION, PHASE II C

CHANGE ORDER NO. 1

OCTOBER 18, 2024

Additions

Item No.	Item	Quantity	Unit	Unit Price	Amount
8	18" HDPE DIPS, DR 11, Directional Bore	830.0	L.F.	$210.00	$174,300.00
*43	18" HDPE DIPS, DR 11, Price Increase	750.0	L.F.	10.00	7,500.00
*44	16" Ductile Iron Pipe, CL. 350 (Material Only)	750.0	L.F.	79.99	59,992.50
	Subtotal - Additions				$241,792.50

Deletions

Item No.	Item	Quantity	Unit	Unit Price	Amount
1	16" Ductile Iron Pipe, CL. 350	750.0	L.S.	$117.00	$87,750.00
7	18" HDPE D.I.P.S. DR 11, (Open-Cut) (1 Site)	80.0	L.F.	90.00	7,200.00
31	Ductile Iron Fittings	756.0	Lbs.	14.00	10,584.00
32	16" Set Screw Retainer Gland	6.0	Each	600.00	3,600.00
	Subtotal - Deletions				$109,134.00

Summary

1.	Additions	$241,792.50
2.	Deletions	($109,134.00)
	NET ADDITION CHANGE ORDER NO. 1	**$132,658.50**

** Indicates new item.*

Consolidated
PIPE & SUPPLY COMPANY, INC.

Mr. McClarty

Consolidated Pipe quoted the Oxford SR7 job as a complete shipment, so there are additional freight fees and different tier pricing for the change order pipe. The additional 750' of 18" pipe will have an additional charge of $10.00/ft to be a total new price of $58.80/ft.

Since the 16" ductile pipe has already been shipped and freight was paid on that shipment, we are looking into ways to keep there from being a restock charge from the manufacturer. We will let you know as soon as we know what those options will be.

Thanks for you consideration and patience on these matters.

Justin Gillon

Region Manager

Consolidated Pipe & Supply

Consolidated PIPE & SUPPLY COMPANY, INC.

QUOTATION

Quotation Number	**S148547**
Version Number	**1**
Quotation Date	**10/03/2024**

JOB NAME **SR 7 WATER DIST EXT PH II C**

SALE SITE
CONSOLIDATED PIPE & SUPPLY
2505 MATTOX STREET
TUPELO, MS 38801-6567
PHONE: 662-841-1270

SOLD TO
AXIS SITE WORK LLC
31 HWY 328
OXFORD, MS 38655, USA

SHIP TO
AXIS SITE WORK LLC
31 HWY 328
OXFORD, MS 38655, USA

Ship Via Best Way
Delivery Terms To Be Determined
Payment Terms 2% 10 Days Net 30

Last Communication	
Expiration Date	11/03/2024
Written By	Justin Gillon
Customer RFQ	
Customer Number	MS03110894
Requested By	CHAD
Sales Rep	Owen Conner

SALES

Line	CPS Part No Part Description	Wanted Delivery Date	Sales Qty	UoM	Unit Net Price	Extended Amount
1	60-1800-00291		750.00	FT	$58.80	$44,100.00
1.1	18 DIPS SDR11 PE4710 BLACK HDPE PIPE 40'					

Subtotal Amount	$44,100.00
Tax Amount	$0.00
Total	**$44,100.00**

This Quotation is subject to and will be governed by Consolidated Pipe's Domestic Terms and Conditions which can be found at https://consolidatedpipe.com/wp-content/uploads/Consolidated-Pipe-Supply.-General-Terms-and-Conditions-of-Sale-10.1.16-03622602-7.pdf. Only Consolidated Pipe's Terms and Conditions shall apply. Any other new, additional or conflicting terms and conditions shall be inapplicable to this Quotation as well as to any related purchase order or other agreement, or any performance thereunder.

Consolidated PIPE & SUPPLY COMPANY, INC.

INVOICE

Invoice Number MS0313899
Invoice Date 08/27/2024

Customer No MS03110894
Job Name SR 7 WATER DIST EXT PH II C
Sales Representative Owen Conner

Sold To
AXIS SITE WORK LLC
31 HWY 328
OXFORD, MS 38655, USA

Ship To
AXIS SITE WORK LLC
31 HWY 328
OXFORD, MS 38655, USA

Sales Site
CONSOLIDATED PIPE & SUPPLY
2505 MATTOX STREET
TUPELO, MS 38801-6567
PHONE: 662-841-1270

Order 5230528

Ship Date 08/27/2024
Terms of Payment Net 30 Days
Delivery Terms Prepaid Destination

Ordered By AXIS
Customer PO No

Order Line Details

Line	CPS Part No / Part Description	Customer Part No	Bid Item	Order Qty	Invoice Qty	Unit Price	UoM	Extended Amount
1	60-1600-00042 16 CL350/50 ASPHALT COATED OD CEMENT ID DI PIPE SJ			8,407 20	7,776 10	$79.99	FT	$622,010 24
2	60-0800-00178 8 CL350 ASPHALT COATED OD CEMENT ID DI PIPE SJ			527.20	527 20	$32 28	FT	$17,018 02

Invoice Subtotal Amount	$639,028 26
Invoice Tax Amount	$46,329.55
Invoice Total	**$685,357.81**

REMIT PAYMENT TO: CONSOLIDATED PIPE & SUPPLY COMPANY, INC. DEPARTMENT 3147, PO BOX 2153, BIRMINGHAM, AL 36287-3147

0137766100000101020O

This Invoice is subject to and will be governed by Consolidated Pipe's Domestic Terms and Conditions which can be found at https://consolidatedpipe.com/wp-content/uploads/Consolidated-Pipe-Supply-General-Terms-and-Conditions-of-Sale-10.1.1-v.22602-7.pdf. Only Consolidated Pipe's Terms and Conditions shall apply. Any other new, additional, or conflicting terms and conditions shall be inapplicable to this Invoice as well as to any related purchase order or other agreement or any performance thereunder.

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Aldermen

From: John Crawley, City Engineer

CC: Bart Robinson, P.E., COO/ Hollis Green, Director, Development Services

Date: November 5, 2024

Re: Request to Approve Change Order No. 3, Oxford Square Downtown Detention Project

---

Engineering recommends approval of **Change Order No. 3** for the above-captioned project, which will decrease the contract amount by **$44,995.40**, thus bringing the revised contract amount to **$1,241,274.95**. This change order covers various changes to the project over the course of its progression. A copy of the change order is attached.

This project is set up for MCWI reimbursement.

Change Order No. 3
Date: October 23, 2024
State: Mississippi
County: Lafayette

CONTRACT CHANGE ORDER

CONTRACT FOR: Oxford Square Downtown Detention Project MDEQ Agreement No. 172-2-SW-5.6

OWNER: City of Oxford

To: Patton Construction, LLC
(Contractor)

You are hereby requested to comply with the following changes from the Contract Plans and Specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	Decrease in Contract Price	Increase in Contract Price
See attached sheet	$88,538.10	$43,542.70
TOTALS:	$88,538.10	$43,542.70
Net Change in Contract Price:	**$44,995.40**	

JUSTIFICATION: See attached sheet.

The amount of the Contract will be (Decreased) (~~Increased~~) (~~Unchanged~~) by the Sum of Forty-Four Thousand Nine Hundred Ninety-Five and 40/100s Dollars ($44,995.40)

The Contract Total including this and previous Change Orders will be One Million Two Hundred Forty-One Thousand Two Hundred Seventy-Four and 95/100s Dollars ($1,241,274.95)

The Contract Period for Completion will be (~~Decreased~~) (~~Increased~~) (Unchanged) by _____ Days

This document will become a supplement to the Contract and all provisions will apply hereto.

Requested: _____
(Owner) (Date)

Recommended: _____
(Owner's Engineer) (Date)

Accepted: _____
(Contractor) (Date)

Oxford Square Downtown Detention Project MDEQ Agreement No. 172-2-SW-5.6
City of Oxford

Change Order No. 3 Attachment

Deletions (Base Bid):

S-202-D	Removal of Asphalt Pavement, All Depths	10.2 SY @	$6.50	$66.30
S-203-H	Excess Excavation (LVM)	337.00 CY @	$14.00	$4,718.00
S-229-A	Portland Cement Concrete Paved Ditch	8.20 CY @	$550.00	$4,510.00
S-304-D	Crushed Stone	161.00 TON @	$52.00	$8,372.00
S-406-A	Cold Milling of Bituminous Pavement, All Depths	1,706.00 SY @	$10.80	$18,424.80
S-407-A	Asphalt for Tack Coat	340.00 Gal @	$7.20	$2,448.00
S-603-M-A	12" Corrugated Metal Pipe	41.00 LF @	$36.00	$1,476.00
S-603-M-A	15" Corrugated Metal Pipe	145.00 LF @	$39.00	$5,655.00
S-603-M-A	12" Corrugated Metal Pipe, Slotted Drain	18.00 LF @	$265.00	$4,770.00
S-603-M-A	15" Corrugated Metal Pipe, Slotted Drain	60.00 LF @	$295.00	$17,700.00
S-603-M-A	18" Corrugated Metal Pipe, Slotted Drain	40.00 LF @	$350.00	$14,000.00
S-603-PP-A	18" High Performance Polypropylene Pipe	124.00 LF @	$42.00	$5,208.00
S-609-D	Combination Concrete Curb and Gutter, Type 1 Mod.	35.00 LF @	$34.00	$1,190.00
		Subtotal Deletions:		**$88,538.10**

Additions (Base Bid):

S-202-D	Removal of Concrete Pavement, All Depths	506.80 SY @	$6.50	$3,294.20
S-403-A	Hot Mix Asphalt, MT, 12.5-MM Mixture	51.00 TON @	$198.00	$10,098.00
S-603-PP-A	12" High Performance Polypropylene Pipe	25.00 LF @	$36.00	$900.00
S-603-PP-A	24" High Performance Polypropylene Pipe	73.00 LF @	$65.00	$4,745.00
S-608-A	Concrete Sidewalk	233.50 SY @	$53.00	$12,375.50
S-608-B	Concrete Driveway	27.40 SY @	$65.00	$1,781.00
S-609-B	Concrete Curb, Header	81.00 LF @	$36.00	$2,916.00
S-609-D-PP	Comb.Concrete Curb and Gutter, Per Plans (Narrow)	169.00 LF @	$32.00	$5,408.00
SS-1	6" Sanitary Sewer Service Line	45.00 LF @	$45.00	$2,025.00
		Subtotal Additions:		**$43,542.70**

Reasons:

- Existing sidewalk and ramp at NE corner of S. 11th Street and University Avenue had to be removed and replaced.
- Existing curb and gutter had to be removed and replaced on S. 11th Street at Stations 0+30 RT, 2+38 RT, and 3+22 RT.
- Existing concrete driveways had to be removed and replaced on S. 11th Street at Station 1+25 RT and on Tyler Avenue at Station 23+10 LT.
- Existing concrete sidewalk was removed and replaced on the NW corner of S. 11th Street and Tyler Avenue.
- Due to conflicts with existing utilities on S. 11th Street, pipe from inlet at Station 3+22 RT was tied into inlet at Station 3+56 LT instead of running to inlet at Station 4+09 RT.
- Due to conflicts with existing utilities on Harrison Avenue, inlet at Station 11+24 was moved to Station 11+35 and proposed pipe west of it was deleted.
- Due to conflicts with existing utilities on Harrison Avenue, slotted drain pipe east of inlet at Station 11+60 was deleted.
- Due to conflicts with existing utilities on Harrison Avenue, all drain pipe east of inlet at Station 12+52 was deleted.
- Due to conflicts with existing utilities on Tyler Avenue, all drain pipe, inlets, and paved ditch in center of Tyler Avenue was deleted.
- Paved ditch was added on Tyler Avenue from Station 23+00 to Station 24+20 on the right side.

Oxford Square Downtown Detention Project MDEQ Agreement No. 172-2-SW-5.6
City of Oxford

Change Order No. 3 Attachment

- Combination Curb and Gutter, Per Plans (Narrow) was added on Tyler Avenue from Station 23+00 to Station 24+20 on the left side.
- Existing concrete removal and proposed ramp construction was deleted from Tyler Avenue, Station 22+95 RT.
- Concrete curb, header, was added along the east side of concrete sidewalk on the east side of the parking lot.
- Hot mix asphalt was added at Station 13+10 RT on Harrison Avenue.
- Additional area at the SE corner of Harrison Avenue and S. 11th Street was poured as concrete sidewalk.
- Existing concrete slab found underneath the subgrade of Tyler Avenue had to be removed.
- Trench drain from dumpster pad was run south to the drain pipe leaving the detention system outlet structure instead of north to an existing sanitary sewer line.

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Aldermen

From: John Crawley, City Engineer

CC: Bart Robinson, P.E., COO/ Hollis Green, Director, Development Services
Rob Neely, P.E., General Manager, Oxford Utilities

Date: November 5, 2024

Re: Request to Accept Bids for the College Hill Lift Station Improvements Project

---

Bids were opened on Thursday, October 17th, 2024 for the above-captioned project, which aims to replace aging, undersized pumps, and electrical control equipment at this facility. The low bidder was Hemphill Construction Company of Florence, Mississippi, with a low bid of **$452,685.00**.

Engineering recommends accepting the low bid to allow work to begin on these necessary facility upgrades. A certified bid tabulation is attached for review.

Geotechnical Engineering
Hydraulic Engineering
Civil Engineering
Surveying

276 County Road 101
Oxford, MS 38655
oxford@pecorpms.com

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

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

October 30, 2024

Mr. John Crawley, P.E.
City Engineer
City of Oxford
107 Courthouse Square
Oxford, MS 38655

RE: College Hill Lift Station Improvements
Recommendation for Contract Award

Dear John,

I have enclosed the tabulated Bids for the referenced utility project. We have reviewed the Bids and supplemental information and recommend award to Hemphill Construction Company, Inc., the low Bidder.

If you have any questions or if you would like to discuss this matter further, please feel free to contact me.

Sincerely,

Paul Koshenina, P.E.
Consulting Engineer
Precision Engineering Corporation

Bid Tabulation

College Hill Lift Station Improvements

Bid Opening: October 17, 2024, at 2:00 pm

Location: City of Oxford - City Hall
107 Courthouse Square
Oxford, MS 38655

Bidder	Company	Address	Certificate #	Contact
1	Hemphill Construction Company, Inc.	1858 HIGHWAY 49 S FLORENCE, MS 39073-9427	02449-MC	Beth Harrison Tel: 601-932-2060 bids@hemphillconstruction.com
2	J.M. Duncan Inc.	P.O. Box 1355 700 Terry Street Ripley, MS 38663	16029-MC	Randle Boyd Tel: 662-882-3231 Fax: 662-993-8579 Rboyd.jmd@yahoo.com
3	Eubank Construction Company, Inc.	2011 N. Second Street Booneville, MS 38829	24650-MC	Alan Thompson Tel: 662-728-2046 Fax: 662-728-5182 alan.thompson@ecc-inc.net
4	Phillips Contracting Company, Inc.	P.O. Box 7530 Columbus, MS 39705	00229-MC	Allen Tatum Tel: 662-224-4678 allen@phillipscontracting.com

Bidder	TOTAL BID
1	$452,685.00
2	$573,700.00
3	$641,842.00
4	$685,000.00

PRECISION ENGINEERING CORPORATION
276 CR 101
Oxford, MS 38655

				HEMPHILL		J.M. DUNCAN INC.		EUBANK CONSTRUCTION CO., INC.		PHILLIPS CONTRACTING CO., INC.	
PROJECT NAME: COLLEGE HILL LIFT STATION IMPROVEMENTS - BID TABULATION											
OCTOBER 17, 2024											
ITEM NO.	**DESCRIPTION**	**UNIT**	**QUANTITY**	**PRICE**	**AMOUNT**	**PRICE**	**AMOUNT**	**PRICE**	**AMOUNT**	**PRICE**	**AMOUNT**
1	REMOVAL OF EXISTING PUMPS & PUMP COMPONENTS	LS	1	$11,500.00	$11,500.00	$33,500.00	$33,500.00	$13,718.00	$13,718.00	$100,000.00	$100,000.00
2	REMOVAL OF EXISTING CONTROL SYSTEM COMPONENTS	LS	1	$30,185.00	$30,185.00	$32,850.00	$32,850.00	$28,366.00	$28,366.00	$60,000.00	$60,000.00
3	UPGRADE PUMPS AND PUMP COMPONENTS	LS	1	$285,000.00	$285,000.00	$376,000.00	$376,000.00	$384,012.00	$384,012.00	$375,000.00	$375,000.00
4	UPGRADE CONTROL SYSTEM & ELECTRICAL COMPONENTS	LS	1	$126,000.00	$126,000.00	$131,350.00	$131,350.00	$215,746.00	$215,746.00	$150,000.00	$150,000.00
			TOTAL BID:		**$452,685.00**		**$573,700.00**		**$641,842.00**		**$685,000.00**

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Aldermen

From: John Crawley, City Engineer

CC: Bart Robinson, P.E., COO/ Hollis Green, Director, Development Services

Date: November 5, 2024

Re: Request to Approve the Resolutions Terminating MDEQ Subaward Agreement 77-2-DW-5.15 for the Brittany Woods Water Improvement Project, and MDEQ Subaward Agreement 49-2-DW-5.15 for the Rivers Hill Booster Station Project

Engineering requests the Board of Aldermen approve the resolutions terminating the above-captioned agreements. Both of these projects were at or near completion before the city entered into the agreements. It has been determined the city cannot fully satisfy the federal procurement requirement for these projects to ensure the awards could pass a compliance audit. MDEQ has assured the city the funds can be transferred to an existing subaward agreement or a new one, provided construction can be completed prior to the September 30, 2026 deadline for MCWI projects. Draft resolutions are attached hereto for review.

TERMINATION OF GRANT RESOLUTION

A resolution of the Mayor and Board of Alderman of the City of Oxford, Mississippi, authorizing the termination of the Mississippi Department of Environmental Quality (MDEQ) Subaward Agreement NO. 77-2-DW-5.15 for the Brittany Woods Water Project cost.

WHEREAS, the City of Oxford, Mississippi, has been awarded federal funding of $850,000.00 through the Mississippi Municipality and County Water Infrastructure (MCWI) program through Subaward Agreement NO. 77-2-DW-5.15 with the Mississippi Department of Environmental Quality; and

WHEREAS, the MCWI grant funding would be matched with funds of $850,000 from the American Rescue Plan Act of 2021 (ARPA); and

WHEREAS, the total funding of $1,700,000 would be used to cover the cost of the Brittany Woods Water Project that had been completed before entering into the agreement; and

WHEREAS, after entering the agreement, it was determined that the City of Oxford could not fully satisfy the federal procurement requirements for the project to ensure the award could pass a compliance audit; and

WHEREAS, it is the City of Oxford's understanding that the funds covered in Subaward Agreement NO. 77-2-DW-5.15 may be reallocated to another active MDEQ subaward agreement; and

WHEREAS, it is desired by the Mayor and Board of Alderman of the City of Oxford, Mississippi, to terminate MDEQ Subaward Agreement NO. 77-2-DW-5.15 and pursue the reallocation of the associated funds for other projects to be determined.

NOW, THEREFORE IT BE RESOLVED, the Board of Mayor and Aldermen of the City of Oxford, Mississippi, authorize the following:

1. To request the termination of the Mississippi Department of Environmental Quality

(MDEQ) Subaward Agreement NO. 77-2-DW-5.15 for the Brittany Woods Water Project.

2. Mayor Robyn Tannehill is the authorized representative for the City of Oxford to make the termination request.

TERMINATION OF GRANT RESOLUTION

A resolution of the Mayor and Board of Alderman of the City of Oxford, Mississippi, authorizing the termination of the Mississippi Department of Environmental Quality (MDEQ) Subaward Agreement NO. 49-2-DW-5.15 for the Rivers Hill (Kroger) Booster Station project cost.

WHEREAS, the City of Oxford, Mississippi, has been awarded federal funding of $320,412.00 through the Mississippi Municipality and County Water Infrastructure (MCWI) program through Subaward Agreement NO. 49-2-DW-5.15 with the Mississippi Department of Environmental Quality; and

WHEREAS, the MCWI grant funding would be matched with funds of $320,412 from the American Rescue Plan Act of 2021 (ARPA); and

WHEREAS, the total funding of $762,824.00 would be used to cover the cost of the Rivers Hill (Kroger) Booster Station Project that had been completed before entering into the agreement; and

WHEREAS, after entering the agreement, it was determined that the City of Oxford could not fully satisfy the federal procurement requirements for the project to ensure the award could pass a compliance audit; and

WHEREAS, it is the City of Oxford's understanding that the funds covered in Subaward Agreement NO. 49-2-DW-5.15 may be reallocated to another active MDEQ subaward agreement; and

WHEREAS, it is desired by the Mayor and Board of Alderman of the City of Oxford, Mississippi, to terminate MDEQ Subaward Agreement NO. 49-2-DW-5.15 and pursue the reallocation of the associated funds for other projects to be determined.

NOW, THEREFORE IT BE RESOLVED, the Board of Mayor and Aldermen of the City of Oxford, Mississippi, authorize the following:

1. To request the termination of the Mississippi Department of Environmental Quality (MDEQ) Subaward Agreement NO. 49-2-DW-5.15 for the Rivers Hill (Kroger) Booster Station Project.
2. Mayor Robyn Tannehill is the authorized representative for the City of Oxford to make the termination request.

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Board of Aldermen

From: John Crawley, City Engineer

CC: Bart Robinson, P.E., COO/ Hollis Green, Director, Development Services

Date: November 5, 2024

Re: Request From Keith Collins Agency to Close a Portion of South 11th Street and Tyler Avenue on November 25th and 26th, 2024

The Keith Collins Agency has requested permission to close a portion of Tyler Avenue, adjacent to 1100 Tyler Avenue Condos, and a portion of South 11th Street, adjacent to the Inmon House Condos, to pressure wash the outside of the building. They have requested to perform this work on Monday, November 25th, and Tuesday, November 26th, of Thanksgiving week. Per the Keith Collins Agency, the street sections would be closed during normal work hours, but not at the same time.

THE CITY OF
OXFORD

Memorandum

To: Mayor and Board of Aldermen
From: Hollis Green
Date: October 21, 2024
Re: Renaming Section of College Hill Road

The Oxford Post Office has requested the City rename the section of College Hill Road that dead ends at the airport property line where King's Steakhouse was located. They said that it gets confusing on carriers to have three different sections known as College Hill.

This section only has three properties, two of which are currently vacant with one of them having a mixed-use development under construction. The third property is the home of Mid-Valley Pipeline's District Office.

The proposed name is Mid Valley Cove for oldest continuous business on that section and Cove for it being a dead-end street. The address numbers will not be changed and are 1001, 1007 including all its sub addresses, and 1011.

A map of the section is attached.

Section to be renamed Mid Valley Cove
1011
109
111
113
115
117
107
119
105
TWIN OAKS CV
121
103
101
106
108
104
102
1007
UNIT 106
1007
1007
UNIT 105
1007
UNIT
201
1007
UNIT
103
1001
COLLEGE HILL RD
MCELROY DR
823
825
800
UNIT 7102
807
809
800
4306
800
4105
800
4204
800
4103
800
4302
800
4101
NORTH
0
50
100
200
300
400
Feet
OXFORD

Prepared by and Return to:
John D. Mayo, MS Bar #102463
Mayo Mallette PLLC
P.O. Box 1456
Oxford, MS 38655
(662) 236-0055

Grantor:
University of Mississippi
123 Lyceum
University, Mississippi 38677
662-915-7111

Grantee:
The City of Oxford
107 Courthouse Square
Oxford, Mississippi 38655
662-232-2315

Indexing Instructions: Southwest Quarter (SW 1/4) of Section 21, Township 8 South, Range 3 West, Lafayette County, Mississippi

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

STORMWATER DETENTION AND DRAINAGE EASEMENT

IN CONSIDERATION of the sum of One Dollar ($1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the University of Mississippi ("Grantor" or "University"), does hereby grant, bargain, and convey unto the City of Oxford, Mississippi, a municipal corporation, ("Grantee" or "City") a stormwater detention and drainage easement over, above, under, through, and across, the following described property, to wit:

Stormwater Detention and Drainage Easement Property Description:

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°23'28") AND A SCALE FACTOR OF 0.999999990 CALCULATED AT THE POINT OF COMMENCEMENT.

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 3 WEST, IN THE CITY OF

OXFORD, LAFAYETTE COUNTY, MISSISSIPPI, TO BE USED AS A STORM WATER DETENTION EASEMENT, AND CONTAINING 0.104 ACRES. THIS PROPERTY DESCRIBED IN MORE DETAIL AS FOLLOWS:

COMMENCING AT A 1" IRON PIPE FOUND ACCEPTED AS BEING LOCATED AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 21, SAID POINT BEING FURTHER DEFINED BY STATE PLANE COORDINATES OF N: 1772933.79, E: 774965.36. RUN THENCE SOUTH 87 DEGREES 02 MINUTES 21 SECONDS EAST A DISTANCE OF 311.74 FEET TO A 1/2" IRON ROD SET, SAID POINT BEING FURTHER DEFINED BY STATE PLANE COORDINATES OF N: 1772917.69, E: 775276.68 AND HEREINAFTER REFERRED TO AS THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, RUN THENCE SOUTH 84 DEGREES 05 MINUTES 08 SECONDS EAST A DISTANCE OF 25.70 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 08 DEGREES 01 MINUTES 51 SECONDS WEST A DISTANCE OF 51.03 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 22 DEGREES 23 MINUTES 19 SECONDS WEST A DISTANCE OF 55.17 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 51 DEGREES 36 MINUTES 37 SECONDS WEST A DISTANCE OF 45.12 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 70 DEGREES 39 MINUTES 50 SECONDS WEST A DISTANCE OF 15.75 FEET TO A 1/2" IRON ROD SET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 137.54 FEET, A RADIUS OF 7451.49 FEET, A CHORD BEARING OF NORTH 22 DEGREES 34 MINUTES 50 SECONDS EAST, AND A CHORD LENGTH OF 137.54 FEET, BACK TO THE POINT OF BEGINNING.

It is intended by this instrument to grant unto Grantee and Grantee's servants, agents, employees and invitees, the right and easement for Stormwater Detention and Drainage including the cutting, razing, and removing all trees and vegetation within the Stormwater Detention and Drainage Easement Area, at Grantee's sole cost and expense, all without the obligation to replant any trees or vegetation beyond that required to re-establish appropriate permanent vegetative cover or soil stabilization methods in disturbed areas and the construction, placement, installation, operation and maintenance of a stormwater detention pond and other similar facilities, including, but not limited to, pipes, conduits, culverts, structures, and appurtenant equipment and facilities to be installed from time to time, together with the right to access, repair, replace, maintain, construct, improve, add to, enlarge within the above-described property, change the size of and remove such facilities or any of them from time to time, all at Grantee's sole discretion and sole cost and expense (collectively, the "Stormwater Detention and Drainage Easement"). Grantee and Grantee's servants, agents, employees and invitees shall have the right to dig for constructing the detention pond, of such dimension and shape as those in charge of the construction deem advisable and shall have the right to dig in the ground at any time when it shall be advisable to do so in making repairs to the detention pond; together with the right to access the Stormwater Detention and Drainage Easement Area, on, over and across the Grantor's adjacent real property, and to take all other actions Grantee deems necessary to service or maintain the Stormwater Detention and Drainage Easement Area, all at Grantee's sole discretion and sole cost and expense.

Grantee shall have all rights and privileges reasonably necessary for the exercise of the easement described herein and the rights and purposes described herein. Grantee shall comply with all applicable governmental requirements in performing its work in the easement areas, including, without limitation, those relating to stabilization and sediment and erosion control.

To the extent authorized by Mississippi law, Grantor covenants and agrees that the consideration above described is accepted as full compensation for all damages to each of the conveyed easement properties contemplated herein and caused by the exercise of any rights granted to said City by this instrument, except that the City shall remain liable for any direct physical damage caused to the remaining property of the Grantor by its construction forces or by the construction, maintenance and repair of said Stormwater Detention and Drainage Easement area. Grantee shall remediate any damage, including but not limited to water runoff, caused to Grantor's remaining property at Grantor's request.

This conveyance is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements and rights of way of record pertaining to Grantor's property of which the easement is a portion. Notwithstanding any other provision of this conveyance, Grantor shall have right to terminate the easement and all the rights granted herein any time after six (6) months of continuous non-use of the easement and the easement area by Grantee. In the event of such termination, the easement shall be quitclaimed from the Grantee to the Grantor, without expense to the Grantor, and any and all interest in Grantor's property conveyed in this easement shall automatically revert to Grantor or its successors or assigns, without the necessity of any further action to effect said reversion.

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing.

Executed on this the 20th day of September, 2024.

THE UNIVERSITY OF MISSISSIPPI

Steven D Holley

Dr. Steven G. Holley, Vice Chancellor for Administration and Finance

State of Mississippi
County of Lafayette

THIS DAY personally appeared before me, the undersigned authority in and for the said County and State, the within named Dr. Steven G. Holley, Vice Chancellor for Administration and Finance, University of Mississippi, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year, therein expressed, and pursuant to the authority granted him, acting for and on behalf of the University of Mississippi.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 20th day of September, 2024.

NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 126510 MICHELLE JENNINGS Commission Expires Jan. 17, 2027 LAFAYETTE COUNTY

Acceptance by Grantee:

THE CITY OF OXFORD, MISSISSIPPI

Robyn Tannehill, Mayor

Attest:

Ashley Atkinson, Clerk

CORPORATION OF OXFORD, MISSISSIPPI

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 Robyn Tannehill and Ashley Atkinson, who acknowledged that they are Mayor and City Clerk, respectively, of The City of Oxford, Mississippi, a Mississippi municipal corporation, and that for and on behalf of the said municipality, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said municipality so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 6TH day of NOVEMBER, 2024.

NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 116818 LESLEY W. RAKESTRAW Commission Expires June 26, 2028 UNION COUNTY

McCARTY ARCHITECTS
KURT SHETTLES, ARCHITECT ▪ JUSTIN HARRINGTON, ARCHITECT

October 29, 2024

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

RE: Change Order 01
City of Oxford Pool Improvements
Oxford, Mississippi

Dear Mayor Tannehill:

Please find attached Change Order 01 from J.P. Corp for your review and approval. Change Order 01 includes an increase to Contract in the amount of $7,506.05 for additional site grading and the removal of two existing trees to provide the proper slope at Alternat 04. This change order does not include any additional days; therefore, Substantial Completion Date will remain May 16, 2025.

Feel free to contact me should you have any questions.

Regards,

Kurt Shettles, AIA
President & CEO / Architect

KS:br

c: Mark Levy, City of Oxford
23034.530

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)* Oxford City Pool Improvements Oxford, Mississippi	**CONTRACT INFORMATION:** Contract For: General Construction Date: June 03, 2024	**CHANGE ORDER INFORMATION:** Change Order Number: 001 Date: 10-31-2024
OWNER: *(Name and address)* City of Oxford 107 Courthouse Square Oxford, MS 38655	**ARCHITECT:** *(Name and address)* McCarty Architects Professional Association 533 West Main Street Tupelo, MS 38804	**CONTRACTOR:** *(Name and address)* J.P. Corp General Contractors P.O. Box 115 Oxford, MS 38655

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Alternate #4 revised grading and additional tree removal per ASI #1.

The original Contract Sum was	$	5,022,700.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	5,022,700.00
The Contract Sum will be increased by this Change Order in the amount of	$	7,506.05
The new Contract Sum including this Change Order will be	$	5,030,206.05

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be May 16, 2025

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

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

McCarty Architects Professional Association	J.P. Corp General Contractors	City of Oxford
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Kurt Shettles, AIA, President & CEO/Architect	Josh Parker, Owner	Mayor Robyn Tannehill
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
October 31, 2024	11/1/24	
DATE	**DATE**	**DATE**

AIA Document G701 – 2017. Copyright © 1979, 1987, 2000 , 2001 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 15:25:53 ET on 10/31/2024 under Order No.4104243051 which expires on 12/08/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(3B9ADA36)

J.P. Corp
GENERAL CONTRACTORS

CHANGE ORDER REQUEST

CONTRACTOR:

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

COR # 1

DATE 7/24/2023

PROJECT:

OXFORD CITY POOL IMPROVEMENTS

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
		Addition:		
1	LS	Custom dirt and Drainage - additional tree removal and site work per ASI #1 - Demo Clarification	$ 6,527.00	$ 6,527.00

WE AGREE hereby to make the change(s) specified above at this price	$	6,527.00
G.C. Overhead and Profit at 15%	$	979.05
Taxes		
Total Change Order Request	**$**	**7,506.05**
Original Contract Amount	$	5,022,700.00
Revised Contract Total	**$**	**5,030,206.05**

Kelly Carpenter, PM **7/24/2023**
Your Name, Title Date

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

Signature _____

Date of Acceptance _____

Custom Dirt & Drainage, LLC

609 County Road 102
Oxford, MS 38655
(662) 832-5637
customdirtdrainage@gmail.com

Estimate

ADDRESS
JP Corp.
Oxford City Pool
P.O. Box 115
Oxford, MS 38655
United States

ESTIMATE 091324 JPC Pool CO1
DATE 09/13/2024

DESCRIPTION	QUANITY	UNIT PRICE	AMOUNT
OXFORD CITY POOL - CHANGE ORDER 1	1	0.00	0.00
Demo of Trees & Haul Off	2	958.50	1,917.00
Equipment Operator	16	55.00	880.00
Dirt Haul Off 76 CY	76	22.00	1,672.00
Supervisor	16	75.00	1,200.00
Overhead & Profit	1	858.00	858.00

SUBTOTAL	6,527.00
TAX	0.00
TOTAL	**$6,527.00**

Accepted By

Accepted Date

AIA® Document G710™ – 2017

Architect's Supplemental Instructions

PROJECT: *(name and address)* Oxford City Pool Improvements Oxford, Mississippi	**CONTRACT INFORMATION:** Contract For: General Construction Date: June 03, 2024	**ASI INFORMATION:** ASI Number: 001 Date: June 21, 2024
OWNER: *(name and address)* City of Oxford 107 Courthouse Square Oxford, MS 38655	**ARCHITECT:** *(name and address)* McCarty Architects Professional Association 533 West Main Street Tupelo, MS 38804	**CONTRACTOR:** *(name and address)* J.P. Corp General Contractors P.O. Box 115 Oxford, MS 38655

The Contractor shall carry out the Work in accordance with the following supplemental instructions without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.
(Insert a detailed description of the Architect's supplemental instructions and, if applicable, attach or reference specific exhibits.)

See attached additional contour information at the ADA curb cut for alternate 4.

ISSUED BY THE ARCHITECT:

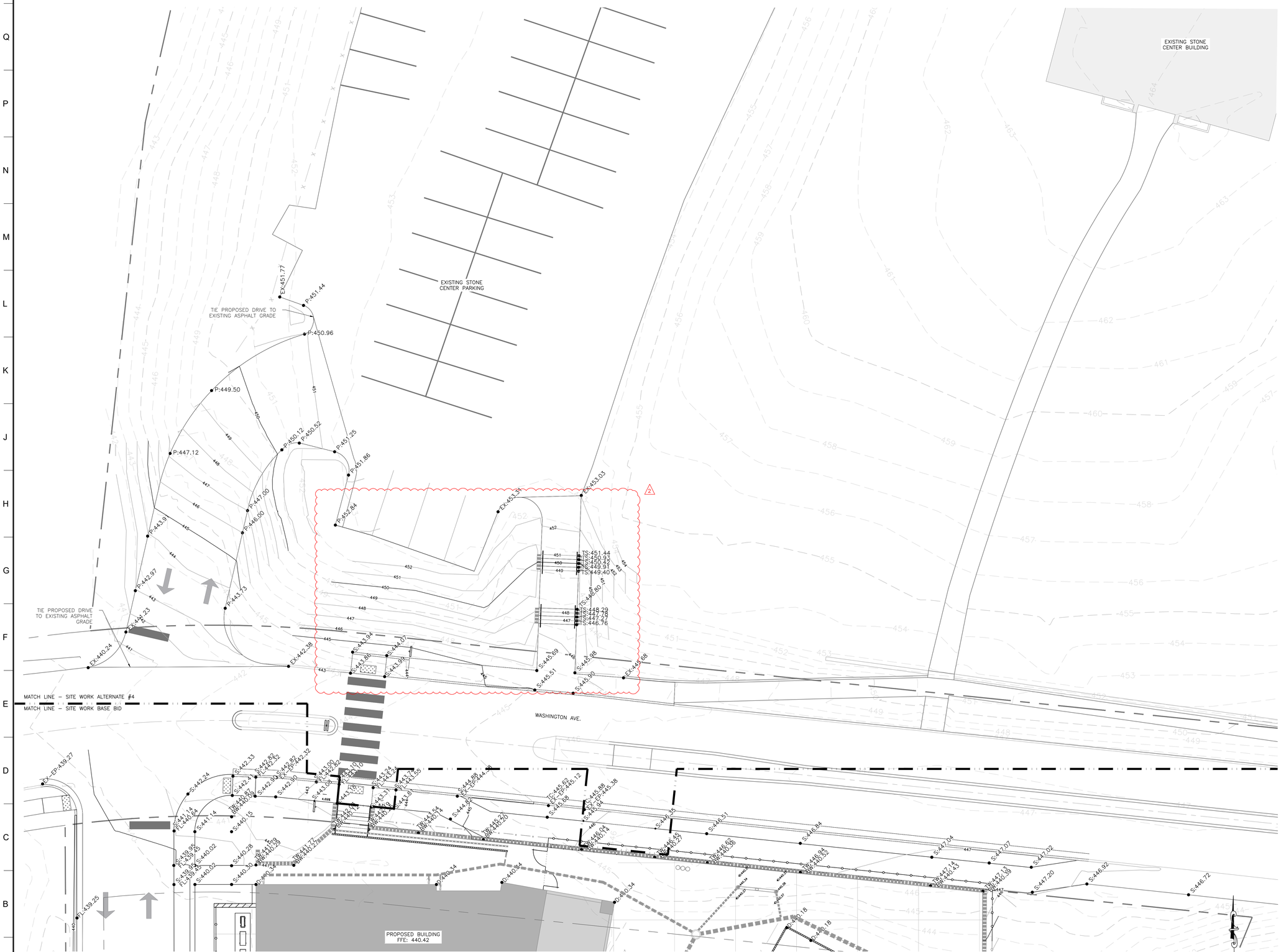
McCarty Architects Professional Association
ARCHITECT *(Firm name)*

SIGNATURE

Kurt Shettles, AIA, President & CEO/Architect
PRINTED NAME AND TITLE

June 21, 2024
DATE

AIA Document G710 – 2017. Copyright © 1979, 1992 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 12:51:52 ET on 06/21/2024 under Order No.4104243051 which expires on 09/09/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(3B9ADA3A)



1 GRADING PLAN - BID ALTERNATE #4

SCALE: 1"=10'

0 10' 20'

Scale: 1"=10'-0"

PEC PRECISION ENGINEERING CORPORATION EST. 1976 CIVIL CONSULTING

LEGEND

- RETAINING WALL
- × TW:500.00 BW:495.00 TOP OF WALL GRADE / BOTTOM OF WALL GRADE
- × FL:500.00 GUTTER FLOWLINE GRADE
- × BC:500.00 BACK OF CURB GRADE
- × S:500.00 SIDEWALK GRADE
- × P:500.00 PAVING GRADE
- × D:500.00 POOL DECK GRADE
- × P:500.00 POOL GRADE

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.
6. ALL ACCESSIBLE ROUTES AND ACCESSIBLE PARKING BAYS SHALL MEET THE AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS
6. CONTRACTOR TO PERFORM UNDERCUT, BACKFILL, AND GRADING AS OUTLINED IN THE GEOTECHNICAL INVESTIGATION PREPARED BY PRECISION ENGINEERING CORPORATION DATED DECEMBER 1, 2022.
7. IF THE QUANTITY OF ONSITE EXCAVATION (WITHIN THE PROPERTY BOUNDARY) IS NOT SUFFICIENT TO REACH PROPOSED GRADES, ANY ADDITIONAL SOILS REQUIRED WILL COME FROM THE OFFSITE BORROW AREA AS DEPICTED HERE. THE CONTRACTOR SHALL PERFORM EXCAVATION IN A UNIFORM MANNER ACROSS THE ENTIRE FOOTPRINT OF THE BORROW AREA SO AS NOT TO CREATE ANY ISOLATED LOW AREAS AND SHALL ENSURE THE BORROW AREA DRAINS ONCE EXCAVATION IS COMPLETE. ALL DISTURBED AREAS SHALL BE SEEDED, FERTILIZED AND MULCHED PER THE PROJECT SPECIFICATIONS.

ALTERNATE NO. 1 - POOL FEATURES:

ALL WORK ASSOCIATED WITH NEW SLIDE SYSTEM, VOLLEYBALL ACCESSORIES, BASKETBALL GOAL, AND TUMBLE BUCKET PLAY ELEMENT AS DESCRIBED IN THE CONTRACT DOCUMENTS.

ALTERNATE NO. 2 - STANDING SEAM METAL ROOFING:

ALL WORK ASSOCIATED WITH NEW STANDING SEAM METAL ROOFING IN LIEU OF ASPHALT SHINGLES AS DESCRIBED IN THE CONTRACT DOCUMENTS. THIS ALTERNATE MODIFIES THE UNDERLAYMENT AND UNDER ROOF DECK INSULATION COMPONENTS.

ALTERNATE NO. 3 - EPOXY FLOORING:

ALL WORK ASSOCIATED WITH EPOXY FLOORING IN RESTROOMS AS DESCRIBED IN THE CONTRACT DOCUMENTS.

ALTERNATE NO. 4 - NORTH SITE IMPROVEMENTS:

ALL WORK ASSOCIATED WITH STREET WORK AND NORTH PARKING LOT AS DESCRIBED IN THE CONTRACT DOCUMENTS. WORK INCLUDES BUT IS NOT LIMITED TO, CROSSWALK, NORTH SIDEWALKS, CONCRETE STEPS, PARKING ENTRY DRIVE AND PARKING LOT RECONFIGURATION.

OFFICE ADDRESS:
533 WEST MAIN STREET
TUPELO, MS 38804
PHONE: (662) 844-4400
FAX: (662) 844-0505

MCCARTY ARCHITECTS
KURT SHETTLES, ARCHITECT • JUSTIN HARRINGTON, ARCHITECT

PROJECT TITLE
OXFORD CITY POOL IMPROVEMENTS
CITY OF OXFORD, MISSISSIPPI
220 WASHINGTON AVE, OXFORD MS, 38655

THE CITY OF OXFORD

PROJECT NO: 2023034
DRAWN BY: CB
CHECKED BY: PK
DATE ISSUED: 26 APR 2024

REVISIONS & ADDENDUMS

1	ADDENDUM 2	5/23/24
2	GRADING CLARIFICATION (HDD)	6/20/24

SHEET TITLE
GRADING PLAN - BID ALTERNATE #4

SHEET NUMBER
C109
___ of ___

Plot Date: CONSTRUCTION DOCUMENTS - 26 APRIL 2024

4/17/2024 12:06 PM

J.P. Corp
GENERAL CONTRACTORS

CHANGE ORDER REQUEST

CONTRACTOR:

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

COR # 4r.1

DATE 10/31/2024

PROJECT:

OXFORD CITY POOL IMPROVEMENTS

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
1	LS	Wayne Kelly - Decorative Concrete Company - Cleaning, prepping, and applying texture material for approx 13,300 sf pool deck. SGM Spraydeck Systems Southcrete.	$ 53,200.00	$ 53,200.00
1	LS	Wayne Kelly - Decorative Concrete Company - Cleaning, prepping, and applying texture material for approx 588 sf pool deck. SGM Spraydeck Systems Southcrete.	$ 2,352.00	$ 2,352.00
1	SF	Wayne Kelly - Decorative Concrete Company - Cleaning, prepping, and applying texture material for approx 1 sf pool deck. SGM Spraydeck Systems Southcrete.	$ 4.00	

WE AGREE hereby to make the change(s) specified above at this price	$ 55,552.00
G.C. Overhead and Profit at 10%	$ 5,555.20
Taxes	
Total Change Order Request	**$ 61,107.20**
Original Contract Amount	$ 5,022,700.00
Contract Amount after approval of COR-1	$ 5,028,450.00
Revised Contract Total	**$ 5,089,557.20**

Kelly Carpenter, PM — **10/31/2024**
Your Name, Title — Date

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

Signature _____

Date of Acceptance _____

October 2, 2024

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

Architect:
Kurt Shettles
McCarty Architects
533 West Main St
Tupelo, MS 38804
Phone: 662-844-4400

Project #: MA#23034
Project Name:
Oxford City Pool Improvements
Oxford, MS 38655

Pricing Tabulation on Pool Deck Coating:

Bidder1 - Concrete Adventures - **Bid = $53,200.00 = $4 per sq ft**
Bidder2 - Memphis Increte - **Bid = $72,400.00 = $5.44 per sq ft (didn't bid the same product)**
Bidder3 - Burleson Pools – **Bid = $114,087.00 = $8.57 per sq ft**
Bidder4 - SWR – Structural Waterproofing and Restoration **Bid = $170,375.00 – one-step spray deck = $12.81 per sq ft** **Bid = $202,825.00 - two-step system = $15.25 per sq ft**

October 2, 2024

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

Architect:
Kurt Shettles
McCarty Architects
533 West Main St
Tupelo, MS 38804
Phone: 662-844-4400

Project #: MA#23034
Project Name:
Oxford City Pool Improvements
Oxford, MS 38655

Pricing on Pool Deck Coating

Kurt,

We requested pricing from 4 different subs for the SGM Spray deck system for 13,300 sq ft of new concrete pool decking.

Bidder1 - Concrete Adventures - Justin Ford (629-251-5311) Wayne Kelly (662-801-1075)

Bid = $53,200.00 = $4 per sq ft

Installation:

-Grind and clean concrete

-Spray SGM Products according to product instructions/specs

-Seal

Qualifications – Justin Ford - over 12 years of experience in installing pool deck coatings

Wayne Kelly – 30-40 pool decks installed in the past 10 years

Bidder2 - Memphis Increte - Larry Lee (901-496-3975)

Bid = $72,400.00 = $5.44 per sq ft

Installation:

-Grind and clean concrete

- Install Euclid Increte Spraydeck Products not SGM - Skim coat, popcorn cast, trowel, knockdown technique

-Install Two coats of sealer

Qualifications:

28 years of experience in casinos, country clubs, apartment complexes

Bidder3 - Burleson Pools – Thomas Rutherford (256-837-0260)

Bid = $114,087.00 = $8.57 per sq ft

Installation:

Pressure washing of concrete

Application of the SGM deck texture material

Bidder4 - SWR – Structural Waterproofing and Restoration – James Myers (601-717-2041)

Bid = $170,375.00 – one-step spray deck (12 color options) = $12.81 per sq ft

Bid = $202,825.00 - two-step system (white only) = $15.25 per sq ft

Installation:

Using one of the two products as attached in an email from J.P. Corp

Topcoat sealer

Sincerely,

Josh Parker, President
J.P. Corp General Contractors

Re: Oxford Pool - Pool Deck finish proposal request

1 message

Kelly Carpenter <kelly.jpcorpms@gmail.com> Tue, Aug 20, 2024 at 2:18 PM
To: Wayne Kelly <wkelly@decorativeconcreteco.com>

The architect said one of these products comes in colors and one comes in just white.
Would they be different prices if they choose a different color?

Kelly Carpenter | AIA, LEED AP BD+C, CDT
Project Manager | **J.P. Corp General Contractors**
2411 S Lamar Blvd, Suite C, Oxford, MS 38655
(662) 801-8405

J.P. Corp
GENERAL CONTRACTORS

On Tue, Aug 20, 2024 at 12:14 PM Wayne Kelly <wkelly@decorativeconcreteco.com> wrote:

> Kelly,
> I have listed our scope of work and estimate for application of the SGM product. We have used this product before and are familiar with it. On the mock, would that be a sample board or doing a small sample on concrete? Also, just a heads up that white is very bright and is obviously harder to keep clean.
> I appreciate the opportunity to work with you. Thank you.
> Wayne
>
> Scope of Work: Approx. 13,300sf
> + Grind and or Clean Concrete Substrate (Acid Etching)
> + Spray SGM Product according to instructions/specs
> + Seal Pool Deck
>
> Estimated Project Cost: $53,200
>
> On Mon, Aug 19, 2024 at 3:30 PM Kelly Carpenter <kelly.jpcorpms@gmail.com> wrote:
>
> > Can you send me pricing on this?
> > I can send you the square footages.
> >
> > **Kelly Carpenter** | AIA, LEED AP BD+C, CDT
> > **Project Manager** | **J.P. Corp General Contractors**
> > 2411 S Lamar Blvd, Suite C, Oxford, MS 38655
> > (662) 801-8405
> >
> > J.P. Corp
> > GENERAL CONTRACTORS
> >
> > ---------- Forwarded message ---------
> > From: **Benjamin Rossetti** <brossetti@mccartycompany.com>
> > Date: Fri, Aug 16, 2024 at 2:03 PM
> > Subject: Oxford Pool - Pool Deck finish proposal request
> > To: Kelly Carpenter <kelly.jpcorpms@gmail.com>
> > Cc: Justin Crane <jcrane@mccartycompany.com>, Andrew Tuggle <ATuggle@mccartycompany.com>
> >
> > Hi Kelly,
> >
> > The City is interested in finish options for the pool deck. The finish would encompass all the concrete highlighted in the attached plan. Also attached is a product that may work well as it can be applied to new and/or existing concrete.

There are two products, both of which require the sealer. Of the two initial finishes, one comes in many colors while one comes in white only. As the finish would most likely be white, it would be worth researching both products to see which is more cost effective. If there is a cost difference, it may come in useful to know in case the owner wants to choose a color. Whatever finish is chosen, we would like to see a mockup of the finish prior to installation.

Please provide a proposal to install this finish for the owner to review.

Thanks,
Benjamin

Architect
McCarty Architects
662.844.4400

MATCH LINE – SITE WORK ALTERNATE #4

MATCH LINE – SITE WORK BASE BID

WASHINGTON AVE.

220 SF ADDED DECKING AREA

219.18 sf

PROPOSED BUILDING FFE:440.42

STAINED CONCRETE

23,425.24 sf

EXISTING POOL
ELEV:440.27
(SEE AQUATIC PLANS)

10,509.17 sf

CANOPY

CANOPY

CANOPY

5.42 sf

0.79 sf

10.3 sf

263.79 sf

GRADE DISTURBED AREA
SMOOTH AND INSTALL SEED
GROUND COVER.
APPROXIMATE DISTURBED
AREA HIGHLIGHTED

346 SF ADDED DECKING AREA

ORIGINAL COOL DECK SCOPE

13,300 SF @ $4.00 S.F. = 53,200

ADDED DECKING AREA
ENTRANCE
220 SF * 10% = 242 SF
242 SF x $4 PER SQ FT = $968.00

SLIDE AREA
346 SF X $4 PER SQ FT = $1,384.00

ADDITIONAL COST AT $4 SF.

TOTAL ADDED = $2,352.00

EXACT AREA TOTALS WILL DEPEND ON REAL CONDITIONS AFTER POOL DECK CONSTRUCTION

1 POOL DECK EXHIBIT

SCALE: 1"=10'

0 10' 20'

Scale: 1"=10'-0"

PEC
PRECISION ENGINEERING CORPORATION
EST. 1976

LEGEND

- RETAINING WALL
- TW:500.00 / BW:495.00 — TOP OF WALL GRADE / BOTTOM OF WALL GRADE
- FL:500.00 — GUTTER FLOWLINE GRADE
- BC:500.00 — BACK OF CURB GRADE
- S:500.00 — SIDEWALK GRADE
- P:500.00 — PAVING GRADE
- D:500.00 — POOL DECK GRADE
- P:500.00 — POOL GRADE

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.
6. ALL ACCESSIBLE ROUTES AND ACCESSIBLE PARKING BAYS SHALL MEET THE AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS
6. CONTRACTOR TO PERFORM UNDERCUT, BACKFILL, AND GRADING AS OUTLINED IN THE GEOTECHNICAL INVESTIGATION PREPARED BY PRECISION ENGINEERING CORPORATION DATED DECEMBER 1, 2022.
7. IF THE QUANTITY OF ONSITE EXCAVATION (WITHIN THE PROPERTY BOUNDARY) IS NOT SUFFICIENT TO REACH PROPOSED GRADES, ANY ADDITIONAL SOILS REQUIRED WILL COME FROM THE OFFSITE BORROW AREA AS DEPICTED HERE. THE CONTRACTOR SHALL PERFORM EXCAVATION IN A UNIFORM MANNER ACROSS THE ENTIRE FOOTPRINT OF THE BORROW AREA SO AS NOT TO CREATE ANY ISOLATED LOW AREAS AND SHALL ENSURE THE BORROW AREA DRAINS ONCE EXCAVATION IS COMPLETE. ALL DISTURBED AREAS SHALL BE SEEDED, FERTILIZED AND MULCHED PER THE PROJECT SPECIFICATIONS.

ALTERNATE NO. 1 - POOL FEATURES:

ALL WORK ASSOCIATED WITH NEW SLIDE SYSTEM, VOLLEYBALL ACCESSORIES, BASKETBALL GOAL, AND TUMBLE BUCKET PLAY ELEMENT AS DESCRIBED IN THE CONTRACT DOCUMENTS.

ALTERNATE NO. 2 - STANDING SEAM METAL ROOFING:

ALL WORK ASSOCIATED WITH NEW STANDING SEAM METAL ROOFING IN LIEU OF ASPHALT SHINGLES AS DESCRIBED IN THE CONTRACT DOCUMENTS. THIS ALTERNATE MODIFIES THE UNDERLAYMENT AND UNDER ROOF DECK INSULATION COMPONENTS.

ALTERNATE NO. 3 - EPOXY FLOORING:

ALL WORK ASSOCIATED WITH EPOXY FLOORING IN RESTROOMS AS DESCRIBED IN THE CONTRACT DOCUMENTS.

ALTERNATE NO. 4 - NORTH SITE IMPROVEMENTS:

ALL WORK ASSOCIATED WITH STREET WORK AND NORTH PARKING LOT AS DESCRIBED IN THE CONTRACT DOCUMENTS. WORK INCLUDES BUT IS NOT LIMITED TO, CROSSWALK, NORTH SIDEWALKS, CONCRETE STEPS, PARKING ENTRY DRIVE AND PARKING LOT RECONFIGURATION.

OFFICE ADDRESS:
533 WEST MAIN STREET
TUPELO, MS 38804
PHONE: (662) 844-4400
FAX: (662) 844-0505

MCCARTY ARCHITECTS
KURT SHETLER, ARCHITECT ■ JUSTIN HARRINGTON, ARCHITECT

PROJECT TITLE

OXFORD CITY POOL IMPROVEMENTS
CITY OF OXFORD, MISSISSIPPI
220 WASHINGTON AVE, OXFORD MS, 38655

THE CITY OF OXFORD

PROJECT NO: 2023034
DRAWN BY: CB
CHECKED BY: PK
DATE ISSUED: 30 OCT 2024

REVISIONS & ADDENDUMS

SHEET TITLE

POOL DECK EXHIBIT

SHEET NUMBER

EX-1

___ of ___

Plot Date: CONSTRUCTION DOCUMENTS - 26 APRIL 2024

E:\23103 Washington Ave. Swimming Pool City Of Oxford\CIVIL\CAD\EXHIBITS\2024.10.23 – DECK CHANGE EXHIBIT\2024.10.23 – GRADING REVS.dwg SAVE:10/24/2024 9:23 AM PLOT:10/30/2024 9:22 AM

OXFORD
GENERAL
GOVERNMENT

MEMORANDUM

To: Board of Aldermen

From: Mark Levy, PLA

CC: Bart Robinson, PE; Hollis Green

Date: November 4, 2024

Re: Discuss Change Order (CO) #2 from J.P. Corp General Contractors for Spray Deck Coating for the swimming pool improvements.

At the City's request, J.P. Corp has provided multiple quotes for the addition of an acrylic pool deck coating for 13,300 sf. As I reminder, the old pool deck has been demolished, and the contractor is pouring all new decking around the pool. The commercial coating was discussed early in the project, but removed from the project prior to bidding.

The proposal from JP Corp for the acrylic coating is an additive CO of $4.00 per square foot or $53,200.00 for the entire deck. The benefits of the coating are listed below:

- Increased durability
- Increased slip resistance
- Aesthetically pleasing
- Minimal maintenance

The project cost of $5,572.715.00 includes a 3% contingency (of construction cost) in the amount of $150,681.00. The estimated construction budget, approved at the design development stage, is more than 5% higher than the actual project budget.

OXFORD
GENERAL
GOVERNMENT

MEMORANDUM

To:	Board of Aldermen
From:	Mark Levy, PLA
CC:	Bart Robinson, PE; Hollis Green
Date:	November 4, 2024
Re:	Discuss Change Order (CO) #2 from Acoustics & Specialties, LLC for colored concrete coating at the new Oxford Police Station

As McCarty Architects points out in the letter of response attached, the initial design called for cleaning and sealing the existing concrete floors in storage and closets. After removing the previous floor covering, there is residual adhesive and other materials that cannot be removed. The CO, attached here within, is for a concrete color coating to hide any previous blemishes. The total CO amount is $3,770.00.

Staff recommends approval of the Change Order for the color coating.

Enclosure (2)

Letter from McCarty Architects
AIA 731-Change Order #2

McCARTY ARCHITECTS

KURT SHETTLES, ARCHITECT ■ JUSTIN HARRINGTON, ARCHITECT

October 29, 2024

Mr. Tripp Bolin
Innovative Construction Management (ICM)
455 County Road 101
Oxford, MS 38655

RE: Change Order 02
Oxford Police Department Relocation – Package I (Drywall & Paint)
Oxford, Mississippi

Dear Tripp:

This letter is in response to the Change Order Request (COR) regarding the concrete floors. The initial design direction was to clean the existing concrete floors and finish with a clear sealant; however, many spaces have adhesives and other materials that cannot be fully removed. The City of Oxford and McCarty Architects is in agreement that the best corrective option is to provide a commercial floor paint that will cover the imperfections in the concrete floors. Please proceed with an official change order for this item.

Feel free to contact me should you have any questions.

Regards,

Kurt Shettles, AIA
President & CEO / Architect

KS:br

c: Mark Levy, City of Oxford
22041.500

Docusign Envelope ID: E3D090A6-A485-4DA7-9E56-FFBE72B83983

AIA® Document G731™ – 2019

Change Order, Construction Manager as Adviser Edition

PROJECT: *(name and address)*
Oxford Police Department Relocation

09 Industrial Park Drive
Oxford, 38655

CONTRACT INFORMATION:
Contract For:
Package I (Drywall & Paint)
Date:
10-31-2023

CHANGE ORDER INFORMATION:
Change Order Number:
002
Date:
10-15-2024

OWNER: *(name and address)*
The City of Oxford
107 Courthouse Square
Oxford, MS 38655

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

CONTRACTOR: *(name and address)*
Acoustics & Specialties, LLC
3929 Senator Street
Memphis.TN 39118

CONSTRUCTION MANAGER: *(name and address)*
ICM Construction
P.O. Box 1515
Oxford, 38655

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

1. Additional Cost to switch to Rexthane colored concrete coating in lieu of sealed concrete due to exisiting concrete conditions.	$3,770.00
Total for Change Order 002	**$3,770.00**

The original Contract Sum was	$	985,000.00
Net change by previously authorized Change Orders	$	50,000.00
The Contract Sum prior to this Change Order was	$	1,035,000.00
The Contract Sum will be increased by this Change Order in the amount of	$	3,770.00
The new Contract Sum including this Change Order will be	$	1,038,770.00

The Contract time will be unchanged by ( ) days.
The Contractor's Work shall be substantially complete on .

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

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

Kurt Shettles	John Bennett
ARCHITECT *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
BY: Kurt Shettles, AIA, President & CEO/Architect	BY: John Bennett, Senior Project Manager
(Printed name, title, and license number if required)	*(Printed name and title)*
10/29/2024	10/29/24
Date	*Date*

AIA Document G731 – 2019 (formerly G701™CMa – 1992). Copyright © 1992 and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 08:05:51 CDT on 10/17/2024 under Subscription No.20240040819 which expires on 07/01/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (670edf336d51253cb5430fc9)

James Anderson

CONTRACTOR *(Signature)*

BY: James Anderson, Project Manager

(Printed name and title)

10/21/2024

Date

OWNER *(Signature)*

BY: Robyn Tannehill, Mayor

(Printed name and title)

Date

AIA Document G731 – 2019 (formerly G701™CMa – 1992). Copyright © 1992 and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 08:05:51 CDT on 10/17/2024 under Subscription No.20240040819 which expires on 07/01/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(670edf336d51253cb5430fc9)

Docusign Envelope ID: E3D690A6-A465-4DA7-9E36-FFBE72B63963

Acoustics & Specialties, LLC
3929 Senator Street
MEMPHIS, TN 38118
PHONE 901-365-8450
FAX 901-365-8801

9/27/2024

Description:	Change to Armorseal Rexthane Concrete Coating				
Company:	ICM	**Project:**	OPD	**Location:**	Oxford, MS

Scope of Work	UOM		Unit Cost	Total Amount		Total
Materials & Miscellaneous						
				$3,250.00		
Armorseal Rexthane upgrade	1300	SF	$2.50	$3,250.00		
				$0.00		
				$0.00		
				$0.00		
				$0.00		
				$0.00		
				$0.00		
Total Materials				$3,250.00		
			Taxes (7%)	$0.00		
			Subtotal	**$3,250.00**		**$3,250.00**
Labor						
				$0.00		
				$0.00		
				$0.00		
				$0.00		
				$0.00		
Total Labor				$0.00		
			Subtotal	**$0.00**		**$0.00**
Equipment						
	0	Ea	$0.00	$0.00		
				$0.00		
Total Equipment				$0.00		
			Taxes (7%)	$0.00		
			Subtotal	**$0.00**		**$0.00**
Subtotal						**$3,250.00**
				OH & P		$520.00
					Total	**$3,770.00**

Docusign Envelope ID: 990934B8-9BC0-472C-9F56-C18D7E99B3E4

Prepared by and Return to:
John D. Mayo, MS Bar #102463
Mayo Mallette PLLC
P.O. Box 1456
Oxford, MS 38655
(662) 236-0055

Grantor:
University of Mississippi
123 Lyceum
University, Mississippi 38677
662-915-7111

Grantee:
The City of Oxford
107 Courthouse Square
Oxford, Mississippi 38655
662-232-2315

Indexing Instructions: Southwest Quarter (SW 1/4) of Section 21, Township 8 South, Range 3 West, Lafayette County, Mississippi

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

STORMWATER DETENTION AND DRAINAGE EASEMENT

IN CONSIDERATION of the sum of One Dollar ($1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the University of Mississippi ("Grantor" or "University"), does hereby grant, bargain, and convey unto the City of Oxford, Mississippi, a municipal corporation, ("Grantee" or "City") a stormwater detention and drainage easement over, above, under, through, and across, the following described property, to wit:

Stormwater Detention and Drainage Easement Property Description:

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°23'28") AND A SCALE FACTOR OF 0.999999990 CALCULATED AT THE POINT OF COMMENCEMENT.

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 3 WEST, IN THE CITY OF

Doc ID: d294c18d95acea1c5cb1e6f188a7b4045eff4320

Docusign Envelope ID: 990934B8-9BC0-472C-9F56-C18D7E99B3E4

OXFORD, LAFAYETTE COUNTY, MISSISSIPPI, TO BE USED AS A STORM WATER DETENTION EASEMENT, AND CONTAINING 0.104 ACRES. THIS PROPERTY DESCRIBED IN MORE DETAIL AS FOLLOWS:

COMMENCING AT A 1" IRON PIPE FOUND ACCEPTED AS BEING LOCATED AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 21, SAID POINT BEING FURTHER DEFINED BY STATE PLANE COORDINATES OF N: 1772933.79, E: 774965.36. RUN THENCE SOUTH 87 DEGREES 02 MINUTES 21 SECONDS EAST A DISTANCE OF 311.74 FEET TO A 1/2" IRON ROD SET, SAID POINT BEING FURTHER DEFINED BY STATE PLANE COORDINATES OF N: 1772917.69, E: 775276.68 AND HEREINAFTER REFERRED TO AS THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, RUN THENCE SOUTH 84 DEGREES 05 MINUTES 08 SECONDS EAST A DISTANCE OF 25.70 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 08 DEGREES 01 MINUTES 51 SECONDS WEST A DISTANCE OF 51.03 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 22 DEGREES 23 MINUTES 19 SECONDS WEST A DISTANCE OF 55.17 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 51 DEGREES 36 MINUTES 37 SECONDS WEST A DISTANCE OF 45.12 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 70 DEGREES 39 MINUTES 50 SECONDS WEST A DISTANCE OF 15.75 FEET TO A 1/2" IRON ROD SET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 137.54 FEET, A RADIUS OF 7451.49 FEET, A CHORD BEARING OF NORTH 22 DEGREES 34 MINUTES 50 SECONDS EAST, AND A CHORD LENGTH OF 137.54 FEET, BACK TO THE POINT OF BEGINNING.

It is intended by this instrument to grant unto Grantee and Grantee's servants, agents, employees and invitees, the right and easement for Stormwater Detention and Drainage including the cutting, razing, and removing all trees and vegetation within the Stormwater Detention and Drainage Easement Area, at Grantee's sole cost and expense, all without the obligation to replant any trees or vegetation beyond that required to re-establish appropriate permanent vegetative cover or soil stabilization methods in disturbed areas and the construction, placement, installation, operation and maintenance of a stormwater detention pond and other similar facilities, including, but not limited to, pipes, conduits, culverts, structures, and appurtenant equipment and facilities to be installed from time to time, together with the right to access, repair, replace, maintain, construct, improve, add to, enlarge within the above-described property, change the size of and remove such facilities or any of them from time to time, all at Grantee's sole discretion and sole cost and expense (collectively, the "Stormwater Detention and Drainage Easement"). Grantee and Grantee's servants, agents, employees and invitees shall have the right to dig for constructing the detention pond, of such dimension and shape as those in charge of the construction deem advisable and shall have the right to dig in the ground at any time when it shall be advisable to do so in making repairs to the detention pond; together with the right to access the Stormwater Detention and Drainage Easement Area, on, over and across the Grantor's adjacent real property, and to take all other actions Grantee deems necessary to service or maintain the Stormwater Detention and Drainage Easement Area, all at Grantee's sole discretion and sole cost and expense.

Doc ID: d294c18d95acea1c5cb1e6f188a7b4045eff4320

Docusign Envelope ID: 990934B8-9BC0-472C-9F56-C18D7E99B3E4

Grantee shall have all rights and privileges reasonably necessary for the exercise of the easement described herein and the rights and purposes described herein. Grantee shall comply with all applicable governmental requirements in performing its work in the easement areas, including, without limitation, those relating to stabilization and sediment and erosion control.

To the extent authorized by Mississippi law, Grantor covenants and agrees that the consideration above described is accepted as full compensation for all damages to each of the conveyed easement properties contemplated herein and caused by the exercise of any rights granted to said City by this instrument, except that the City shall remain liable for any direct physical damage caused to the remaining property of the Grantor by its construction forces or by the construction, maintenance and repair of said Stormwater Detention and Drainage Easement area. Grantee shall remediate any damage, including but not limited to water runoff, caused to Grantor's remaining property at Grantor's request.

This conveyance is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements and rights of way of record pertaining to Grantor's property of which the easement is a portion. Notwithstanding any other provision of this conveyance, Grantor shall have right to terminate the easement and all the rights granted herein any time after six (6) months of continuous non-use of the easement and the easement area by Grantee. In the event of such termination, the easement shall be quitclaimed from the Grantee to the Grantor, without expense to the Grantor, and any and all interest in Grantor's property conveyed in this easement shall automatically revert to Grantor or its successors or assigns, without the necessity of any further action to effect said reversion.

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing.

Executed on this the 20th day of September, 2024.

THE UNIVERSITY OF MISSISSIPPI

Steven D Holley

Dr. Steven G. Holley, Vice Chancellor for Administration and Finance

State of Mississippi
County of Lafayette

THIS DAY personally appeared before me, the undersigned authority in and for the said County and State, the within named Dr. Steven G. Holley, Vice Chancellor for Administration and Finance, University of Mississippi, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year, therein expressed, and pursuant to the authority granted him, acting for and on behalf of the University of Mississippi.

Doc ID: d294c18d95acea1c5cb1e6f188a7b4045eff4320

Docusign Envelope ID: 990934B8-9BC0-472C-9F56-C18D7E99B3E4

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 20th day of September, 2024.

Michelle Jennings
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 126510 MICHELLE JENNINGS Commission Expires Jan. 17, 2027 LAFAYETTE COUNTY

Acceptance by Grantee:

THE CITY OF OXFORD, MISSISSIPPI

_____
Robyn Tannehill, Mayor

Attest:

_____
Ashley Atkinson, Clerk

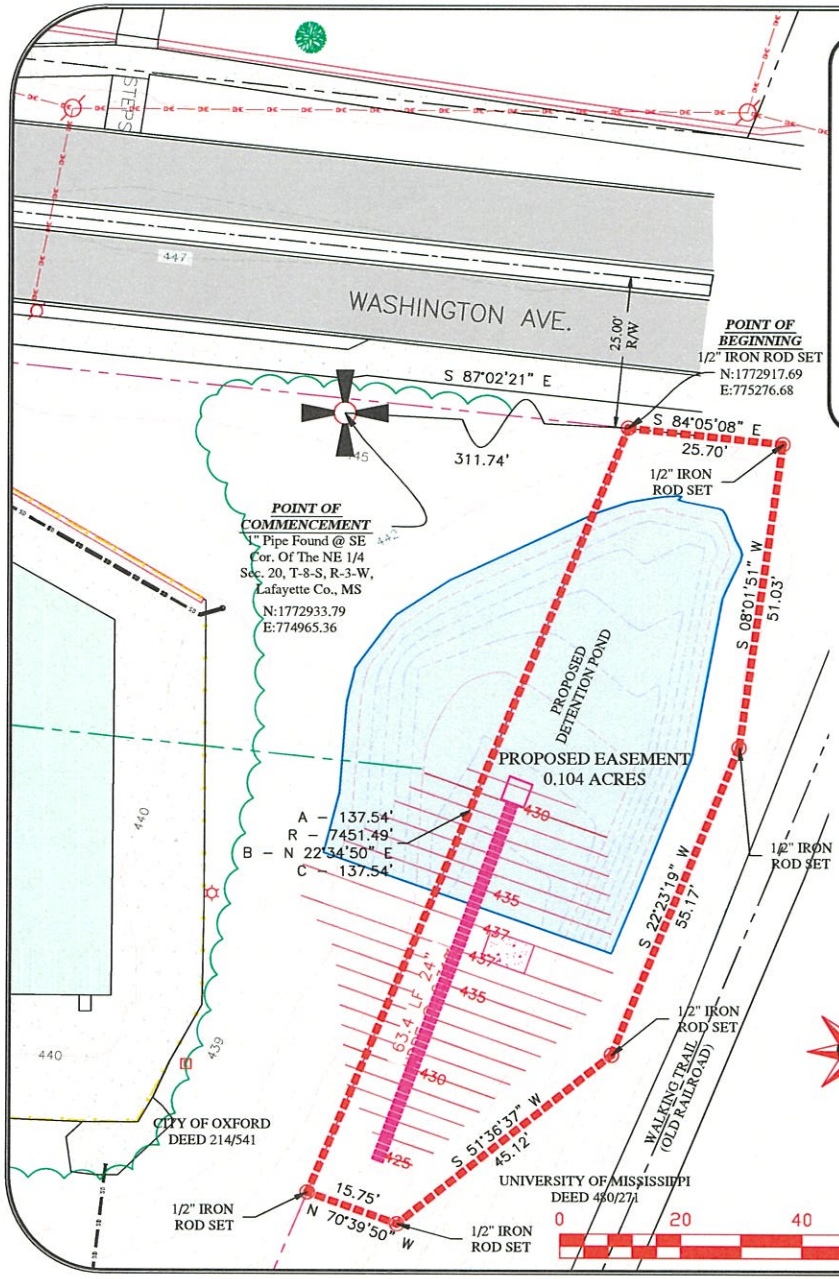
State of Mississippi
County of Lafayette

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, the within named Robyn Tannehill and Ashley Atkinson, who acknowledged that they are Mayor and City Clerk, respectively, of The City of Oxford, Mississippi, a Mississippi municipal corporation, and that for and on behalf of the said municipality, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said municipality so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the ___ day of _____, 2024.

_____
NOTARY PUBLIC

Doc ID: d294c18d95acea1c5cb1e6f188a7b4045eff4320



~DESCRIPTION OF EASEMENT~

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° 23'28") AND A SCALE FACTOR OF 0.999999990 CALCULATED AT THE POINT OF COMMENCEMENT.

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 3 WEST, IN THE CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI, TO BE USED AS A STORM WATER DETENTION EASEMENT, AND CONTAINING 0.104 ACRES. THIS PROPERTY DESCRIBED IN MORE DETAIL AS FOLLOWS:

COMMENCING AT A 1" IRON PIPE FOUND ACCEPTED AS BEING LOCATED AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 21, SAID POINT BEING FURTHER DEFINED BY STATE PLANE COORDINATES OF N: 1772933.79, E: 774965.36.

RUN THENCE SOUTH 87 DEGREES 02 MINUTES 21 SECONDS EAST A DISTANCE OF 311.74 FEET TO A 1/2" IRON ROD SET, SAID POINT BEING FURTHER DEFINED BY STATE PLANE COORDINATES OF N: 1772917.69, E: 775276.68 AND HEREINAFTER REFERRED TO AS THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, RUN THENCE SOUTH 84 DEGREES 05 MINUTES 08 SECONDS EAST A DISTANCE OF 25.70 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 08 DEGREES 01 MINUTES 51 SECONDS WEST A DISTANCE OF 51.03 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 22 DEGREES 23 MINUTES 19 SECONDS WEST A DISTANCE OF 55.17 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 51 DEGREES 36 MINUTES 37 SECONDS WEST A DISTANCE OF 45.12 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 70 DEGREES 39 MINUTES 50 SECONDS WEST A DISTANCE OF 15.75 FEET TO A 1/2" IRON ROD SET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 137.54 FEET, A RADIUS OF 7451.49 FEET, A CHORD BEARING OF NORTH 22 DEGREES 34 MINUTES 50 SECONDS EAST, AND A CHORD LENGTH OF 137.54 FEET, BACK TO THE POINT OF BEGINNING.

~SURVEYORS 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° 23' 28") And a Scale Factor Of 0.999999990 Calculated At The Point Of Beginning.
3. Horizontal Datum based on NAD 83(2011) and Vertical Datum based on NAVD 88 as posted on below station

   GCGC Real Time Network
   CORS - This is a GPS Continuously Operating Reference Station
   Designation - Oxford Cors ARP
   CORS ID - MSOX
   PID - DK6714
   Lat - 34° 21' 50.93047"
   Lon - 89° 31' 56.51638"

4. Date Of Field Survey: April 2024.
5. Adjoining property owners shown hereon were obtained from Tri State Consulting Services Inc. as shown at the time of survey and may or may not be up to date.

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
- PROPERTY CORNERS
- EXISTING MONUMENTS
- PROPERTY CORNERS NOT SET
- POWER POLE

PLAT OF SURVEY
FOR
CITY OF OXFORD
POOL ON WASHINGTON AVE., IN THE CITY OF OXFORD, LAFAYETTE CO., MS

DRAWN BY: J. ADAMS, PS	SCALE: 1" = 20'	DATE: 04-25-2024
CHECKED BY: J. ADAMS, PS	DRAWING NUMBER: 23109	

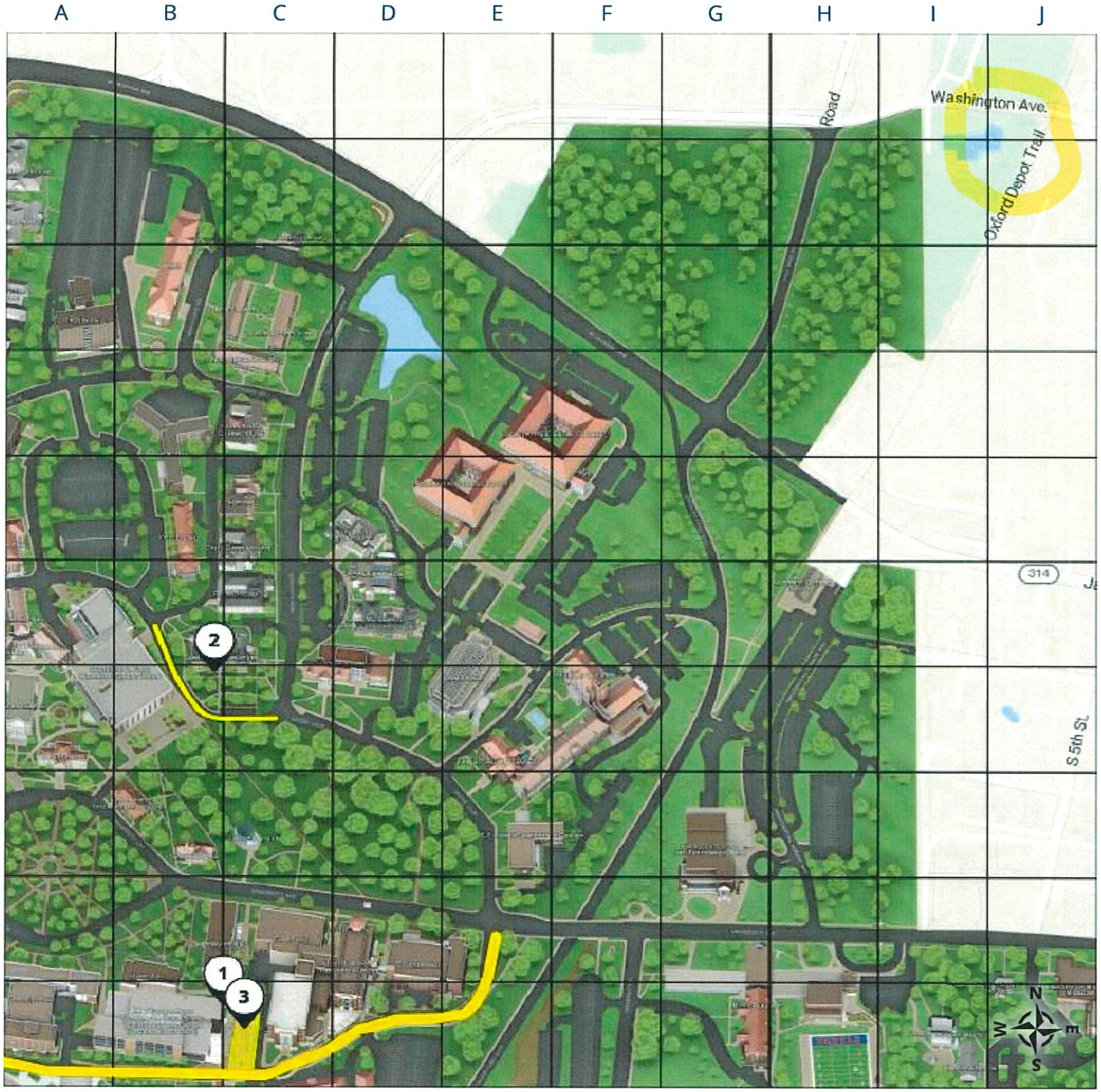
NO.	DATE:	REVISIONS	BY:

Precision Engineering Corp.
1776 N. Lamar
Oxford, MS 38655
662 234-8539
oxford@pecorpms.com
www.pecorpms.com

PAGE 1.

Docusign Envelope ID: 990934B8-9BC0-472C-9F56-C18D7E99B3E4

Doc ID: d294c18d95acea1c5cb1e6f188a7b4045eff4320



THE UNIVERSITY of MISSISSIPPI

1 C10 Road Closed to Thru Traffic

2 B7 Student Union Dr. Closure

3 C10 Construction Area

Docusign Envelope ID: 990934B8-9BC0-472C-9F56-C18D7E99B3E4

Doc ID: d294c18d95acea1c5cb1e6f188a7b4045eff4320

Prepared by and Return to:
John D. Mayo, MS Bar #102463
Mayo Mallette PLLC
P.O. Box 1456
Oxford, MS 38655
(662) 236-0055

Grantor:
University of Mississippi
123 Lyceum
University, Mississippi 38677
662-915-7111

Grantee:
The City of Oxford
107 Courthouse Square
Oxford, Mississippi 38655
662-232-2315

Indexing Instructions: Southwest Quarter (SW 1/4) of Section 21, Township 8 South, Range 3 West, Lafayette County, Mississippi

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

STORMWATER DETENTION AND DRAINAGE EASEMENT

IN CONSIDERATION of the sum of One Dollar ($1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the University of Mississippi ("Grantor" or "University"), does hereby grant, bargain, and convey unto the City of Oxford, Mississippi, a municipal corporation, ("Grantee" or "City") a stormwater detention and drainage easement over, above, under, through, and across, the following described property, to wit:

Stormwater Detention and Drainage Easement Property Description:

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°23'28") AND A SCALE FACTOR OF 0.999999990 CALCULATED AT THE POINT OF COMMENCEMENT.

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 3 WEST, IN THE CITY OF

Doc ID: d294c18d95acea1c5cb1e6f188a7b4045eff4320

OXFORD, LAFAYETTE COUNTY, MISSISSIPPI, TO BE USED AS A STORM WATER DETENTION EASEMENT, AND CONTAINING 0.104 ACRES. THIS PROPERTY DESCRIBED IN MORE DETAIL AS FOLLOWS:

COMMENCING AT A 1" IRON PIPE FOUND ACCEPTED AS BEING LOCATED AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 21, SAID POINT BEING FURTHER DEFINED BY STATE PLANE COORDINATES OF N: 1772933.79, E: 774965.36. RUN THENCE SOUTH 87 DEGREES 02 MINUTES 21 SECONDS EAST A DISTANCE OF 311.74 FEET TO A 1/2" IRON ROD SET, SAID POINT BEING FURTHER DEFINED BY STATE PLANE COORDINATES OF N: 1772917.69, E: 775276.68 AND HEREINAFTER REFERRED TO AS THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, RUN THENCE SOUTH 84 DEGREES 05 MINUTES 08 SECONDS EAST A DISTANCE OF 25.70 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 08 DEGREES 01 MINUTES 51 SECONDS WEST A DISTANCE OF 51.03 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 22 DEGREES 23 MINUTES 19 SECONDS WEST A DISTANCE OF 55.17 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 51 DEGREES 36 MINUTES 37 SECONDS WEST A DISTANCE OF 45.12 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 70 DEGREES 39 MINUTES 50 SECONDS WEST A DISTANCE OF 15.75 FEET TO A 1/2" IRON ROD SET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 137.54 FEET, A RADIUS OF 7451.49 FEET, A CHORD BEARING OF NORTH 22 DEGREES 34 MINUTES 50 SECONDS EAST, AND A CHORD LENGTH OF 137.54 FEET, BACK TO THE POINT OF BEGINNING.

It is intended by this instrument to grant unto Grantee and Grantee's servants, agents, employees and invitees, the right and easement for Stormwater Detention and Drainage including the cutting, razing, and removing all trees and vegetation within the Stormwater Detention and Drainage Easement Area, at Grantee's sole cost and expense, all without the obligation to replant any trees or vegetation beyond that required to re-establish appropriate permanent vegetative cover or soil stabilization methods in disturbed areas and the construction, placement, installation, operation and maintenance of a stormwater detention pond and other similar facilities, including, but not limited to, pipes, conduits, culverts, structures, and appurtenant equipment and facilities to be installed from time to time, together with the right to access, repair, replace, maintain, construct, improve, add to, enlarge within the above-described property, change the size of and remove such facilities or any of them from time to time, all at Grantee's sole discretion and sole cost and expense (collectively, the "Stormwater Detention and Drainage Easement"). Grantee and Grantee's servants, agents, employees and invitees shall have the right to dig for constructing the detention pond, of such dimension and shape as those in charge of the construction deem advisable and shall have the right to dig in the ground at any time when it shall be advisable to do so in making repairs to the detention pond; together with the right to access the Stormwater Detention and Drainage Easement Area, on, over and across the Grantor's adjacent real property, and to take all other actions Grantee deems necessary to service or maintain the Stormwater Detention and Drainage Easement Area, all at Grantee's sole discretion and sole cost and expense.

Doc ID: d294c18d95acea1c5cb1e6f188a7b4045eff4320

Grantee shall have all rights and privileges reasonably necessary for the exercise of the easement described herein and the rights and purposes described herein. Grantee shall comply with all applicable governmental requirements in performing its work in the easement areas, including, without limitation, those relating to stabilization and sediment and erosion control.

To the extent authorized by Mississippi law, Grantor covenants and agrees that the consideration above described is accepted as full compensation for all damages to each of the conveyed easement properties contemplated herein and caused by the exercise of any rights granted to said City by this instrument, except that the City shall remain liable for any direct physical damage caused to the remaining property of the Grantor by its construction forces or by the construction, maintenance and repair of said Stormwater Detention and Drainage Easement area. Grantee shall remediate any damage, including but not limited to water runoff, caused to Grantor's remaining property at Grantor's request.

This conveyance is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements and rights of way of record pertaining to Grantor's property of which the easement is a portion. Notwithstanding any other provision of this conveyance, Grantor shall have right to terminate the easement and all the rights granted herein any time after six (6) months of continuous non-use of the easement and the easement area by Grantee. In the event of such termination, the easement shall be quitclaimed from the Grantee to the Grantor, without expense to the Grantor, and any and all interest in Grantor's property conveyed in this easement shall automatically revert to Grantor or its successors or assigns, without the necessity of any further action to effect said reversion.

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing.

Executed on this the 20th day of September, 2024.

THE UNIVERSITY OF MISSISSIPPI

Steven D Holley

Dr. Steven G. Holley, Vice Chancellor for Administration and Finance

State of Mississippi
County of Lafayette

THIS DAY personally appeared before me, the undersigned authority in and for the said County and State, the within named Dr. Steven G. Holley, Vice Chancellor for Administration and Finance, University of Mississippi, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year, therein expressed, and pursuant to the authority granted him, acting for and on behalf of the University of Mississippi.

Doc ID: d294c18d95acea1c5cb1e6f188a7b4045eff4320

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 20th day of September, 2024.

Michelle Jennings
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 126510 MICHELLE JENNINGS Commission Expires Jan. 17, 2027 LAFAYETTE COUNTY

Acceptance by Grantee:

THE CITY OF OXFORD, MISSISSIPPI

_____
Robyn Tannehill, Mayor

Attest:

_____
Ashley Atkinson, Clerk

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 Robyn Tannehill and Ashley Atkinson, who acknowledged that they are Mayor and City Clerk, respectively, of The City of Oxford, Mississippi, a Mississippi municipal corporation, and that for and on behalf of the said municipality, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said municipality so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the ___ day of _____, 2024.

_____
NOTARY PUBLIC

Doc ID: d294c18d95acea1c5cb1e6f188a7b4045eff4320