THE CITY OF
OXFORD

MINUTES

City of Oxford

Board of Aldermen

Regular Meeting

Tuesday, August 19, 2025 at 05:00 PM

City Hall Courtroom

1. Opening the Meeting

1.a. Call to Order.

The Regular Meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi, was called to order by Mayor Tannehill at 5:00pm on Tuesday, August 19, 2025, in the courtroom of Oxford City Hall, when and where the following were present:

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

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

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

1.b. Adopt the agenda for the meeting.

It was moved by Alderman Hyneman, seconded by Alderman Crowe to adopt the agenda with the following changes: to add item 3.c.xiv, to add item 3.a.vii, to change item 3.c.iii from 10 to 11 interns, to change item 4.f to the appointment of an OPC Board Member, to change 3.c.vi from two to three hires, and to change the wording of item 4.a to include the modification of the OUT contract. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

1.c. Mayor's Report

2. Regular Agenda: City Clerk's Office

2.a. Request permission to approve the minutes of the Regular Meeting on August 5, 2025, the Special Meeting on August 11, 2025, and the Special Meeting on August 18, 2025. (Ashley Atkinson)

Agenda Attachments
1. Draft_08052025_minutes.pdf
2. Draft_08112025_minutes.pdf
3. Draft_08182025_Sp_Minutes.pdf

It was moved by Alderman Smith, seconded by Alderman Taylor to approve the minutes of the Regular Meeting on August 5, 2025, the Special Meeting on August 11, 2025, and the Special Meeting on August 18, 2025. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

It was moved by Alderman Howell-Atkinson, seconded by Alderman Hyneman to approve the accounts for all city departments including a claims docket showing General Fund claims numbered 137486-137651 and ACHs 282-291, Water & Sewer claims numbered 40252-40285 and ACHs 252-253, Trust & Agency claims numbered 53284-53352 and ACHs 190-192, Metro Narcotics claims numbered 9224-9227 and ACHs 88-89, OPC Activity Fund claims numbered 4336-4369, and totaling $2,076,505.38. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

3. Consider the consent agenda:

3.a. Fixed Asset Management:

i. Request permission to accept ownership of a 2017 Nissan Maxima, with VIN 1N4AA6AP7HC362648 and a Taurus 9mm handgun, with SN ACL485806 seized by Metro Narcotics, pursuant to Agreed Order of Forfeiture. (Alex Fauver)
ii. Request permission to declare a Taurus 9mm handgun, with SN ACL485806 surplus in the Oxford Police Department - Metro Narcotics Division and authorize its disposal. (Alex Fauver)
iii. Request permission to declare a 2014 Chevrolet SK1 truck, with VIN 3GCUKPEH0EG534749 and a 2014 Chevrolet SK1 truck with VIN 3GCUKPEH0EG534153 surplus in the Oxford Utilities-Electric Division and authorize their disposal. (Rob Neely)
iv. Request permission to declare a 2008 Ford F150, with VIN 1FTRF12WX8KC86842, a Cybex Elliptical Arc Trainer, with asset tag 3464, a Cybex Elliptical Arc Trainer, with asset tag 3463, a 1998 Ford Ranger, with VIN 1FTYR14X3WPA50588, and a Life Fitness Cycle, with asset tag 3459 surplus in the Oxford Park Commission and authorize their disposal. (Seth Gaines)
v. Request permission to declare a 2019 Apple iMac, with SN D25Y14TGJ1GP and asset tag 2858/ WASP tag 22718 surplus in the Development Services- Planning Department and authorize its disposal. (Ben Requet)
vi. Request permission to declare a black Dell Latitude E6420 laptop, with SN 8BWVFV1, a Fujitsu ScanSnap Scanner, with SN A04B078833, a Gateway M685- E Laptop, with SN 0038614447 and asset tag 1533, an HP Color LaserJet Pro M452dw printer, with SN CF388-60113, an HP LaserJet P2035 printer, with SN VNB3B63619, an HP LaserJet Pro

M402n printer, with SN PHBHF69092, a Sony DCR-SX85 Digital Video Camera Recorder, with SN 1274209, a Sharp MX-4101N Copier, with SN 95006167 surplus in the City Clerk's Office/ Multiple Departments and authorize their disposal. (Ashley Atkinson)

vii. Request permission to transfer a surplus 2019 Dodge Charger, with VIN 2C3CDXAG8KH547008, to the Lexington Police Department, based on the finding that it is in the best interest of the taxpayers of the State of MS. (Jeff McCutchen)

Agenda Attachments
1. Metro- Agreed Order of Forfeiture.pdf
2. Metro- surplus.pdf
3. OU_surplus_equipment.pdf
4. Surplus Form 08 Ford F150.pdf
5. Surplus Form Cybex Elliptical 1.pdf
6. Surplus Form Cybex Elliptical 2.pdf
7. Surplus Form Ford ranger.pdf
8. Surplus Form life fitness Cycle 9500.pdf
9. Planning- Apple iMac Computer 8.19.25.pdf
10. Dell Laitude E6420 Laptop.pdf
11. Gateway Latop.pdf
12. HP Printer 1- City Hall.pdf
13. HP Printer 2- City Hall.pdf
14. HP Printer 3- City Hall.pdf
15. Ox Util WS- Dell Computer.pdf
16. Sharp MS-4101N Copier.pdf
17. Sony Camcorder.pdf
18. Surplus of 2 totaled chargers.pdf
19. Fujitsi ScanSnap Scanner 8.19.25.pdf

3.b. Grants:

i. Request permission to accept the FY2025-2026 MOHS 402-Police Traffic Services grant, in the amount of $21,960.50. (Jeff McCutchen)

ii. Request permission to accept the FY2025-2026 MOHS 405D-Alcohol and Drug grant, in the amount of $163,441.82. (Jeff McCutchen)

iii. Request permission to accept a grant from the Department of Public Safety, Office of Homeland Security, Grant No. 25HS286, in the amount of $27,000.00, for the Oxford Fire Department. (Joey Gardner)

Agenda Attachments
1. OXFORD 402 POLICE TRAFFIC SERVICES - FY26 Grant Agreement sent to BOA.pdf
2. OXFORD 405D ALCOHOL AND DRUG - FY26 Grant Agreement to send to BOA.pdf

3.c. Human Resources:

i. Request permission to accept the resignation of Marie Matthews in the Municipal Court Department, effective August 7, 2025. (Braxton Tullos)

ii. Request permission to accept the resignation of Caitlan McLarty in the City Clerk's Office, effective August 31, 2025. (Braxton Tullos)

iii. Request permission to accept Abigail Gacek, Antonella Rescigno, Grace Cecchini, Emily Woodruff, Helen Tremble, Haley Rivers, Joseph Vozniak, Olivia Helmke, Kyra Jones, Kelly Blackburn, and Shannon Anderson as unpaid interns for the fall semester at the Oxford Police Department. (Braxton Tullos)

iv. Request permission to accept the resignation of Ajaluah Caldwell, in the Oxford Police Department, effective August 7, 2025. (Braxton Tullos)

v. Request permission to hire Nolan Chaney- Long and Caylynn Scott as Part- Time Communications Officers in the Oxford Police Department, each with an hourly rate of $17.10. (Braxton Tullos)

vi. Request permission to hire Dylan Edwards as a Communications Officer, with an annual salary of $37,575.24, and to hire Seth Hunter as a PACE Officer, with an annual salary of $40,253.24, and to hire Cody Conner as a Patrol Officer, with an annual salary of $52,531.65 in the Oxford Police Department. (Braxton Tullos)

vii. Request permission to promote LaTessa Salter from Communications Officer to Lead TAC Communications Officer in the Oxford Police Department, with a new annual salary of $43,307.83, effective August 21, 2025. (Braxton Tullos)
viii. Request permission to transfer Part-time employee, Annslee Martin, from the Oxford Park Commission to the mTrade Park Department, as a Concessionaire, with an hourly rate of $12.00. (Braxton Tullos)
ix. Request permission to approve Abdullah Elhawy as an unpaid intern for the Development Services Department. (Braxton Tullos)
x. Request permission to accept the resignation of Micah Uline in the Stronger Together Oxford Department, effective August 18, 2025. (Braxton Tullos)
xi. Request permission to transfer Landon Hudson from the Environmental Services Department to the Buildings & Grounds department, as a Full-Time Grounds Worker, with an annual salary of $35,568.00 and to promote Omari Frierson from Part-time Driver to Driver in the Environmental Services Department, with a new annual salary of $43,680.00; and to promote Lukas Vanlandingham from Part- time Laborer to Laborer in the Environmental Services Department, with an annual salary of $35,568.00. (Braxton Tullos)
xii. Request permission to approve volunteers for the Oxford ARC. (Kelli Briscoe)
xiii. Request permission to approve SaLayah Freeman as an unpaid intern for the Oxford Municipal Court. (Braxton Tullos)
xiv. Request permission to hire Keith Ray, as a Building Inspector, in the Development Services-Building Department, with an annual salary of $62,500.00. (Braxton Tullos)

3.d. Miscellaneous:

i. Request permission to accept a donation from Endeavor Capital, LLC, in the amount of $440.00, for the benefit of the Oxford Police Department. (Jeff McCutchen)
ii. Request permission to approve Grace Lewis as a new taxi company/driver for Local Bike Taxi, LLC. (Jeff McCutchen)
iii. Request permission to approve the water and sewer adjustments as per the Oxford Utilities Adjustment Policy. (Rob Neely)

3.e. Travel Requests:

i. Request permission for one employee in the City Clerk's Office to attend the Fall Session of the Certified Municipal Clerk Program on Sept. 30- Oct. 3, 2025, in Hattiesburg, MS, at an estimated cost of $750.00. (Ashley Atkinson)
ii. Request permission for one employee to attend the NECI Crimes in Progress training on September 13, 2025 in Tupelo, MS for an estimated cost of $150.00. (Jeff McCutchen)
iii. Request permission for one employee to attend the 2025 MS ESAP Emergency Services Administrative Professionals Conference on September 2-5, 2025 in Biloxi, MS for an estimated cost of $777.00. (Jeff McCutchen)
iv. Request permission for two employees to attend Dispatcher CIT Training on September 8-10, 2025 in Magee, MS for an estimated cost of $647.98. (Jeff McCutchen)
v. Request permission for two employees to attend the MS Damage Prevention Summit on November 5-7, 2025 in Biloxi, MS at an estimated cost of $1,426.00. (Rob Neely)
vi. Request permission for an employee to attend the American Planning Association Congressional Fly-In on September 16-18, 2025 in Washington, D.C. at an estimated cost of $500.00. (Ben Requet)

4. Regular Agenda: Other Departments

4.a. Request permission to approve a contract extension for RATP-Dev for management services for Oxford-University Transit for FY2025-2026, and to modify the contract, as presented. (Donna Zampella)

Agenda Attachments
1. extension Request Oxford.pdf
2. 8-19-2025 Amended Contract OUT.pdf

It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to approve a contract extension for RATP-Dev for management services for Oxford-University Transit for FY 2025-2026, and to modify the contract (removing the residency requirement for the

General Manager), as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

4.b. Presentation of the quarterly report from the Oxford Park Commission. (Seth Gaines)

Agenda Attachments
1. Copy of Quarterly report Q3 24-25 seth.pdf

Oxford Park Commission Director, Seth Gaines, presented the most recent quarterly report from the Oxford Park Commission.

4.c. Request approval of two Purchase Agreements for equipment for mTrade Park. (Brad Freeman/ Clay Brownlee)

Agenda Attachments
1. mTrade- Purchase Agreement- FungoMan.pdf
2. mTrade- Purchase Agreement- HitTrax.pdf
3. mTrade- Quote- FungoMan.pdf
4. mTrade- Quote- HitTrax.pdf

It was moved by Alderman Huelse, seconded by Alderman Crowe to approve a purchase agreement from FungoMan, in the amount of $39,908.00; and to approve a purchase agreement from HitTrax, in the total amount of $102,570 (50% downpayment due by 9/1/2025). All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

4.d. First Reading of a proposed Ordinance amending Chapter 38, Article II-Technical Codes of the Code of Ordinances of The City of Oxford, to accept the 2024 edition of the International Fire Code. (Joey Gardner)

Agenda Attachments
1. OFD_code_changes.pdf

The Second Reading and Public Hearing on this proposed Ordinance will be at the next meeting.

4.e. Request permission to advertise for bids for a reverse auction for a directional drill boring machine for the Oxford Utilities-Electric Division. (Rob Neely)

Agenda Attachments
1. OU Item #4.pdf

It was moved by Alderman Huelse, seconded by Alderman Howell-Atkinson to advertise for bids for a reverse auction for a directional drill boring matching for the Oxford Utilities-Electric Division. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

4.f. Appoint a member to the Oxford Park Commission Board.

It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to appoint Allen "JJ" Jones to the Oxford Park Commission Board. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

5. Regular Agenda: Police Department

5.a. Second Reading and Public Hearing of a proposed Ordinance amending Chapter 82- Peddlers of the Code of Ordinances of the City of Oxford, Mississippi, to add Article II- Solicitation and Panhandling, as referenced by HB1197. (Jeff McCutchen)

After calling for comments and receiving none, it was moved by Alderman Smith, seconded by Alderman Hyneman to approve Ordinance 2025-8 amending Chapter 82-Peddlers of the Code of Ordinances of the City of Oxford, Mississippi, to add Article II-Solicitation and Panhandling, as referenced by HB1197. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

5.b. Request permission to approve a Parade/Assembly Permit for OHS to host a homecoming parade on September 21, 2025 at 6:00pm. (Jeff McCutchen)

Agenda Attachments
1. 2025 parade permit OHS.pdf

It was moved by Alderman Crowe, seconded by Alderman Howell-Atkinson to approve a Parade/Assembly Permit for OHS to host a homecoming parade on September 21, 2025 at 6:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

5.c. Consider a request from 7 Brew Coffee to hire uniformed, off-duty officers for traffic details. (Jeff McCutchen)

It was moved by Alderman Crowe, seconded by Alderman Howell-Atkinson to approve a request from 7 Brew Coffee to hire uniformed, off-duty officers for traffic details. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6. Regular Agenda: Development Services-Planning Department

6.a. Request approval of a Preliminary Plat for Case #3247, York Developments (Chance Walker) for 'York Flatts', for property located at Anchorage Road, being further identified as PPIN 6384. (James Hirsch)

Agenda Attachments
1. 3247 MBoA.pdf

It was moved by Alderman Bailey, seconded by Alderman Huelse to approve a Preliminary Plat for Case #3247, York Developments (Chance Walker) for "York Flatts", for property located at Anchorage Road, being further identified as PPIN 6384. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6.b. Consider a request for City Utilities which includes approval of a Preliminary Plat for Case #3251, L&M Holdings (Hudson Magee) for 'Lafayette Landing', for property located at MS Hwy 7 South, being further identified as PPIN 18389. (James Hirsch)

Agenda Attachments
1. 3251 MBoA.pdf

It was moved by Alderman Huelse, seconded by Alderman Bailey to approve a request for City utilities, which includes the approval of a Preliminary Plat for Case #3251, L & M Holdings (Hudson Magee), for "Lafayette Landing", for property located at MS Hwy 7 South, being further identified as PPIN 18389. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

Alderman Bailey recused himself and left the meeting at this time.

6.c. Second Reading and Public Hearing on a proposed Ordinance amending the Zoning Map for Case #3234 by Snider Development, LLC (Greg Snider), to rezone +/- 10 acres from Suburban Residential (SR) to Neighborhood Residential (NR) for property located on Northwood Trails and Christman Road, being further identified as PPIN 27674. (Ben Requet)

Agenda Attachments
1. 3244 MBoA Second Reading.pdf

After calling for public comment and receiving none, it was moved by Alderman Smith, seconded by Alderman Hyneman to approve Ordinance 2025-9 to amend the Zoning Map for Case #3244 by Snider Development, LLC (Greg Snider), to rezone +/- 10 acres from Suburban Residential (SR) to Neighborhood Residential (NR) for property located on Northwood Trails and Christman Road, being further identified as PPIN 27674. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6.d. Second Reading and Public Hearing on a proposed Ordinance amending the Zoning Map for Case #3245 by Snider Development, LLC (Greg Snider), to remove +/- 10 acres from Blackberry Hills Planned Unit Development (PUD) for property located on Northwood Trails and Christman Road, being further identified as PPIN #27674. (Ben Requet)

Agenda Attachments
1. 3245 MBoA Second Reading.pdf

After calling for public comment, George Haymans, representing the purchaser of the 10 acres, stated that they are not opposed to this item and are "getting out of the way" so that the issues with the PUD can be fixed; therefore, it was moved by Alderman Smith, seconded by Alderman Hyneman to approve Ordinance 2025-10 to amend the Zoning Map for Case #3245 by Snider Development, LLC (Greg Snider), to remove +/- 10 acres from the Blackberry Hills Planned Unit Development (PUD) for property located on Northwoods Trail and Christman Road, being further identified as PPIN #27674. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6.e. First Reading of a proposed Ordinance amending the Zoning Map, for Case #3253, by Elizabeth Fitts, to rezone +/- 0.44 acres from Suburban Residential (SR) to Neighborhood Residential (NR) for property located on Northwood Trails and Christman Road, being further identified as PPIN 30663. (Ben Requet)

Agenda Attachments
1. 3253 MBoA First Reading.pdf

Alderman Bailey returned to the meeting at this time.

The Second Reading and Public Hearing on this proposed Ordinance will be at the next meeting.

6.f. First Reading of a proposed Ordinance amending the Zoning Map, for Case #3254, by Elizabeth Fitts, to remove +/- 0.44 acres from Blackberry Hills Planned Unit Development (PUD) for property located on Northwood Trails and Christman Road, being further identified as PPIN 30663. (Ben Requet)

Agenda Attachments
1. 3254 MBoA First Reading.pdf

The Second Reading and Public Hearing on this proposed Ordinance will be at the next meeting.

6.g. First Reading of a proposed Ordinance amending the Zoning Map, for Case #3255, by Andy Callicutt, to Amend the Blackberry Hills Planned Unit Development (PUD) for property located on Molly Barr Road and Blackberry Hills Parkway, being further identified as PPINs 4975, 5004, 5047, 26268, and 30362. (Ben Requet)

Agenda Attachments
1. 3255 MBoA First Reading.pdf

The Second Reading and Public Hearing on this proposed Ordinance will be at the next meeting.

6.h. Request permission to approve and authorize the Mayor to sign a professional services contract with EDG for the City Parks Plan. (Ben Requet)

Minutes Attachments
1. Signed_EDG_contract_planning.pdf

It was moved by Alderman Bailey, seconded by Alderman Hyneman to approve and authorize the Mayor to sign a professional services contract with EDG for the City Parks Plan. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

7. Regular Agenda: Development Services-Engineering Department

7.a. Request permission to approve and authorize the Mayor to sign the contracts for Contract A-Anderson Production Wells No. 3 and No. 4. (John Crawley)

Agenda Attachments
1. Memo - Request Permission for Mayor to Execute Contract Documents Contract A- Anderson Wells No. 3 and No.4.pdf

It was moved by Alderman Bailey, seconded by Alderman Huelse to approve and authorize the Mayor to sign the contracts for Contract A-Anderson Production Wells No. 3 and No. 4.

All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

7.b. Request permission to approve and authorize the Mayor to sign the contracts for Contract B-Anderson Road Water Treatment Plant. (John Crawley)

Agenda Attachments
1. Memo - Request Permission for Mayor to Execute Contract Documents Contract B - Anderson Road Water Treatment Plant.pdf

It was moved by Alderman Howell-Atkinson, seconded by Alderman Taylor to approve and authorize the Mayor to sign the contracts for Contract B-Anderson Road Water Treatment Plant. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

7.c. Request permission to approve and authorize the Mayor to sign Task Order No. 14 for the Oxford Regional Supply and Treatment Project, Haley Well #2. (John Crawley)

Agenda Attachments
1. Memo - Request Permission for Mayor to Sign Task Order No. 14 - Combined.pdf

It was moved by Alderman Smith, seconded by Alderman Bailey to approve and authorize the Mayor to sign Task Order No. 14 for the Oxford Regional Supply and Treatment Project, Haley Well #2. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

7.d. Consider a request from Miller-Valentine to work on the following Sundays, (9/7, 9/14, 9/21, and 9/28) for the Colonnade Self-Storage Facility located at 1667 Bainbridge Street. (John Crawley)

Agenda Attachments
1. Memo - Request for Sunday Work in September for 1669 Bainbridge - Combined.pdf

It was moved by Alderman Smith, seconded by Alderman Crowe to approve a request from Miller-Valentine to work on the following Sundays, (9/7, 9/14, 9/21, and 9/28) for the Colonnade Self-Storage Facility located at 1667 Bainbridge Street. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

7.e. Request permission to accept the infrastructure for utilities and streets in The Oxford Commons, Phase 1, Lot 4. (John Crawley)

Agenda Attachments
1. Memo - Request Acceptance of Infrastructure Oxford Commons Phase 1 Lot 4 - Combined.pdf

It was moved by Alderman Huelse, seconded by Alderman Bailey to accept the infrastructure for utilities and streets in The Oxford Commons, Phase 1, Lot 4. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

7.f. Request permission to approve a safety improvement project at West Jackson Avenue and Galleria Drive East. (John Crawley)

Agenda Attachments
1. Memo - Request Approval for Safety Project on West Jackson Avenue at Chick Fil A.pdf

Minutes Attachments
1. Qwick_Curb_Quote.pdf

It was moved by Alderman Bailey, seconded by Alderman Taylor to approve a safety improvement project at West Jackson Avenue and Galleria Drive East, using the higher quote from Qwick Curb, in the amount of $41,234.62, due to this product's sturdier structure, and ease of installation and removal (if in the future a more permanent solution is needed). All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

7.g. Request permission to approve and authorize the Mayor to sign an engineering agreement with Elliott & Britt Engineering, PA, for the North Lamar Boulevard Corridor Plan. (John Crawley)

Agenda Attachments
1. Memo - Request Permission for Mayor to Execute Engineering Agreement.pdf
2. engineering agreement E and B.pdf

It was moved by Alderman Bailey, seconded by Alderman Huelse to approve and authorize

the Mayor to sign an engineering agreement with Elliott & Britt Engineering, PA, in an amount not to exceed $250,000.00, for the North Lamar Boulevard Corridor Plan. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

7.h. Request permission to approve and authorize the Mayor to sign a contract for the purchase of land from the Davis Estate on Anderson Road. (John Crawley)

Agenda Attachments
1. Memo - Request Permission for Mayor to Sign Contract for Purchase - Davis Estate - Combined.pdf

Minutes Attachments
1. executed contract for purchase Davis Estate to City.pdf

It was moved by Alderman Smith, seconded by Alderman Taylor to approve and authorize the Mayor to sign a contract for the purchase of land from the Davis Estate on Anderson Road, in the amount of $87,500.00. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

7.i. Consider a request to close a portion of Landas Road. (John Crawley)

Agenda Attachments
1. Request to Consider Abandoning Landis Road ROW.pdf

It was moved by Alderman Hyneman, seconded by Alderman Smith to approve a request to close a portion of Landas Road. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

8. Regular Agenda: Closing the Meeting

8.a. Consider an executive session.

It was moved by Alderman Bailey, seconded by Alderman Crowe to consider an executive session for matters related to personnel, potential litigation, and 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 enter into an executive session for personnel matters in the Oxford Fire Department and Oxford Police Department, a matter of potential litigation related to an Ordinance, a matter related to property ownership near Belk Boulevard, a matter related to property ownership at Molly Barr Road and North Lamar, and a matter related to property ownership of a historic building. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Huelse, seconded by Alderman Hyneman to get an appraisal for the property needed for the construction of a proposed road connecting Old Taylor Road to Belk Boulevard, for settlement purposes. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Hyneman, seconded by Alderman Crowe to get an appraisal of the three lots, 29, 30, and 31, that the Cedar Oaks house sits on. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Hyneman, seconded by Alderman Huelse to have the three lots, 29,30, and 31, surveyed. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Smith, seconded by Alderman Huelse to get two appraisals for ROW property located at Molly Barr and North Lamar. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Smith, seconded by Alderman Crowe 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 demote Oxford Fire Department employee, Ronnie Payne, for violation of City policy. His new position will be Firfighter, with an annual salary of $52,417.78. 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 HR Director and Fire Chief and place Oxford Fire Department Employee, Charles Barranco, on paid, administrative leave until further notice. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Huelse, seconded by Alderman Hyneman to hire Brandon Smith as a Patrol Officer in the Oxford Police Department, with an annual salary of $52,417.78. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

8.b. Adjourn.

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

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk-Finance Director

CORPORATION OF OXFORD, MISSISSIPPI

LAFAYETTE COUNTY
FILED
JUL 31 2025
JEFF BUSBY
CIRCUIT CLERK
D.C.

IN THE CIRCUIT COURT OF LAFAYETTE COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI, EX REL.
LAFAYETTE COUNTY MULTI-JURISDICTIONAL
METRO NARCOTICS UNIT — PLAINTIFF(S)

VS. — CAUSE NO.: L22-382

TYSON HAIRSTON

AGREED ORDER OF FORFEITURE

CAME TO BE HEARD on the joint motion of the State and the Defendant, on an agreement to settle forfeiture matters in this cause and both parties requesting this agreed Order of Forfeiture and the Court being advised in the premises of the matter, finds that the agreement is well-taken and grants the agreement of the parties. In accordance with the agreement, the Court finds as follows:

1.

That sections 41-29-101, et seq., of the Mississippi Code Annotated is the Mississippi Controlled Substances Act control forfeitures of the type filed for in this cause.

2.

That pursuant to the aforesaid statutes, certain property, to wit: Six Thousand Four Hundred Forty-Eight Dollars ($6,448.00) in US Currency, One (1) 2017 Nissan Maxima bearing VIN #1N4AA6AP7HC362648 and One (1) Taurus 9mm handgun bearing Serial Number ACL485806, was seized by LAFAYETTE COUNTY MULTI-JURISDICTIONAL METRO NARCOTICS UNIT and the Defendant, Tyson Hairston was arrested for violations of the Mississippi Controlled Substances Act.

3.

That all issues relating to this forfeiture and the criminal charges against Tyson Hairston have been resolved by the parties, to wit

a. Two Thousand Four Hundred Forty-Eight Dollars ($2,448.00) will be returned to Tyson Hairston.

b. All other US Currency and personal property seized, will be forfeited in accordance with the filed Petition for Forfeiture and the laws of the State of Mississippi controlled such forfeitures.

c. All criminal charges against Tyson Hairston in Lafayette County, Mississippi, that have not already been resolved by way of guilty plea, will be dismissed with prejudice.

Respectfully submitted, on this the 31st day of July 2025.

CIRCUIT COURT JUDGE

Agreed:

Attorney For The State

Appointed Counsel For Defendant

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: 8/14/2025

Department that owns Fixed Asset: Metro Narcotics

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

Physical Location of Asset: Metro Narcotics

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

Taurus 9mm Handgun \ _____ \ _____

Make Model Year

ACL485806 \ _____

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:

This gun became property of the City of Oxford via Agreed Order of Forfeiture dated 7/31/2025. It will be accepted by the BOA on 8/19/2025, and then declared surplus on 8/19/2025 so it can be disposed of.

Name of Person Submitting Surplus Request: Alex Fauver

Date Approved by BOA: 8/19/2025

107 Courthouse Square
Oxford, MS 38655

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

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

Please see attached surplus forms for item descriptions. The items are owned by Oxford Utilities Electric Division and listed below:

- 2014 Chevrolet/VIA pickup truck (Truck #155) which no longer runs and cannot be repaired. We plan to list the truck on Govdeals and sell to the highest bidder.
- 2014 Chevrolet/VIA pickup truck (Truck #156) which no longer runs and cannot be repaired. We plan to list the truck on Govdeals and sell to the highest bidder.

THE CITY OF
OXFORD

SURPLUS FORM

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Date of Request: 8/8/25

Department that owns Fixed Asset: OXFORD UTILITIES

Fixed Asset Tag Number (If item is not tagged, please put N/A): G 70972

Physical Location of Asset: 300 MCELROY DR OXFORD MS 38655

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

CHEVROLET/VIA \ SK1 \ 2014

Make Model Year

3GCUKPEH0EG534749 \ 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:

Odometer: 21,209

_____

_____

_____

_____

Name of Person Submitting Surplus Request: _____

Date Approved by BOA: _____

107 Courthouse Square
Oxford, MS 38655

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

THE CITY OF
OXFORD

SURPLUS FORM

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Date of Request: 8/8/25

Department that owns Fixed Asset: OXFORD UTILITIES

Fixed Asset Tag Number (If item is not tagged, please put N/A): G 70972

Physical Location of Asset: 300 MCELROY DR OXFORD MS 38655

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

CHEVROLET/VIA \ SK1 \ 2014

Make Model Year

3GCUKPEH0EG534749 \ 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:

Odometer: 21,209

_____

_____

_____

_____

Name of Person Submitting Surplus Request: _____

Date Approved by BOA: _____

107 Courthouse Square
Oxford, MS 38655

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THE CITY OF
OXFORD

SURPLUS FORM

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

Date of Request: 8/12/25

Department that owns Fixed Asset: Oxford Park Commission

Fixed Asset Tag Number (If item is not tagged, please put N/A): 001537

Physical Location of Asset: Oxford Activity Center

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

Ford \ F150 \ 2008

Make Model Year

1FTRF12WX8KC86842 \ 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: Mike Young

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: 8/12/25

Department that owns Fixed Asset: Oxford Park Commission

Fixed Asset Tag Number (If item is not tagged, please put N/A): 03464

Physical Location of Asset: Oxford Activity Center

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

Cybex Elliptical \ Arc Trainer \ _____

Make Model Year

_____ \ Orange

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: Mike Young

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: 8/12/25

Department that owns Fixed Asset: Oxford Park Commission

Fixed Asset Tag Number (If item is not tagged, please put N/A): 03463

Physical Location of Asset: Oxford Activity Center

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

Cybex Elliptical \ Arc Trainer \ _____

Make Model Year

_____ \ Orange

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: Mike Young

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: 8/12/25

Department that owns Fixed Asset: Oxford Park Commission

Fixed Asset Tag Number (If item is not tagged, please put N/A): 001358

Physical Location of Asset: Oxford Activity Center

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

Ford \ Ranger \ 1998

Make Model Year

1FTYR14X3WPA50588 \ Blue

VIN / Serial Number Color

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

Description of Tool (including brand): _____

_____ \ _____

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

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

_____

_____

_____

_____

_____

Name of Person Submitting Surplus Request: Mike Young

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: 8/12/25

Department that owns Fixed Asset: Oxford Park Commission

Fixed Asset Tag Number (If item is not tagged, please put N/A): 03459

Physical Location of Asset: Oxford Activity Center

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

Life Fitness Cycle \ 9500 HR \ _____

Make Model Year

_____ \ Orange

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: Mike Young

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: 8/15/2025

Department that owns Fixed Asset: Development Services- Planning

Fixed Asset Tag Number (If item is not tagged, please put N/A): 02858/ Wasp 22718

Physical Location of Asset: Development Services

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

_____ \ _____ \ _____

Make Model Year

_____ \ _____

VIN / Serial Number Color

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

Description of Tool (including brand): Apple iMac 27" Computer

D25Y14TGJ1GP \ _____

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

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

purchased 2/6/2019

$2,748.00

audit system line #3357

Name of Person Submitting Surplus Request: Ben Requet

Date Approved by BOA: _____

107 Courthouse Square
Oxford, MS 38655

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THE CITY OF
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SURPLUS FORM

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Date of Request: 8/19/2025

Department that owns Fixed Asset: _____

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

Physical Location of Asset: City Hall

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

____

Make Model Year

____

VIN / Serial Number Color

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

Description of Tool (including brand): Dell Latitude E6420 Laptop

8BWVFV1 \black

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

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

_____

_____

_____

_____

_____

Name of Person Submitting Surplus Request: _____

Date Approved by BOA: _____

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Oxford, MS 38655

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Date of Request: 8/19/2025

Department that owns Fixed Asset: _____

Fixed Asset Tag Number (If item is not tagged, please put N/A): 001533

Physical Location of Asset: City Hall

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

____

Make Model Year

____

VIN / Serial Number Color

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

Description of Tool (including brand): Gateway M685-E Laptop

0038614447\black

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

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(f) 662-232-2337

THE CITY OF
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Date of Request: 8/15/2025

Department that owns Fixed Asset: _____

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

Physical Location of Asset: City Hall

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

____

Make Model Year

____

VIN / Serial Number Color

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

Description of Tool (including brand): HP Color LaserJet Pro M452dw printer

CF388-60113_____

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: Jessi Tolleson

Date Approved by BOA: _____

107 Courthouse Square
Oxford, MS 38655

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

THE CITY OF
OXFORD

SURPLUS FORM

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Date of Request: 8/15/2025

Department that owns Fixed Asset: _____

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

Physical Location of Asset: City Hall

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

____

Make Model Year

____

VIN / Serial Number Color

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

Description of Tool (including brand): HP LaserJet P2035 printer

VNB3B63619_____

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: Jessi Tolleson

Date Approved by BOA: _____

107 Courthouse Square
Oxford, MS 38655

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THE CITY OF
OXFORD

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Date of Request: 8/15/2025

Department that owns Fixed Asset: _____

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

Physical Location of Asset: City Hall

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

____

Make Model Year

____

VIN / Serial Number Color

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

Description of Tool (including brand): HP LaserJet Pro M402n printer

PHBHF69092_____

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: Jessi Tolleson

Date Approved by BOA: _____

107 Courthouse Square
Oxford, MS 38655

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(f) 662-232-2337

THE CITY OF
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Date of Request: 8/19/2025

Department that owns Fixed Asset: _____

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

Physical Location of Asset: City Hall

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

____

Make Model Year

____

VIN / Serial Number Color

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

Description of Tool (including brand): Sony DCR-SX85 Digital Video Camera Recorer

1274209 \black

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

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THE CITY OF
OXFORD

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Date of Request: 8/19/2025

Department that owns Fixed Asset: _____

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

Physical Location of Asset: City Hall

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

____

Make Model Year

____

VIN / Serial Number Color

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

Description of Tool (including brand): Sharp MX-4101N Copier

95006167 \black

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

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

_____

_____

_____

_____

_____

Name of Person Submitting Surplus Request: _____

Date Approved by BOA: _____

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Oxford, MS 38655

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Date of Request: 8/19/2025

Department that owns Fixed Asset: _____

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

Physical Location of Asset: City Hall

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

____

Make Model Year

____

VIN / Serial Number Color

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

Description of Tool (including brand): Sony DCR-SX85 Digital Video Camera Recorer

1274209 \black

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

CERTIFICATE OF TITLE

Form # 79-001

STATE OF MISSISSIPPI

ORIGINAL

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
1FM5K8AR6JGA36971	FORD	2018	EXPLORER	UV	MS0823857152	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
03/01/2018	01/24/2018	6	NEW	PC	7 ACTUAL

OWNER(S)

CITY OF OXFORD
107 COURTHOUSE SQ
OXFORD MS 38655-4068

BRANDS

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

MAIL TO

CITY OF OXFORD
107 COURTHOUSE SQ
OXFORD MS 38655-4068

M93-6

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 1ST DAY OF MARCH 2018

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1. Mississippi Code of 1972. and subject to the provisions thereof.

CONTROL NUMBER
O 00256116

MISSISSIPPI DEPARTMENT OF REVENUE

Herb Frierson

VOID IF ALTERED

*****NOTICE: ANY ALTERATION OR ERASURE VOIDS THE ASSIGNMENT AND ALL ASSIGNMENTS THAT FOLLOW*****

Federal and State Law requires that you state the mileage in connection with the transfer of ownership. Failure to complete, or providing a false statement, may result in fines and/or imprisonment.

ASSIGNMENT OF TITLE BY REGISTERED OWNER

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

Name _____ Address _____

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

ODOMETER READING (No Tenths)

CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

SELLER:

Signature(s) Caitlan McLarty for Ashley Harmon city of Oxford Printed Name(s) Caitlan McLarty For City of Oxford, MS Date of Sale _____

"I am aware of the above odometer certification made by seller"

BUYER:

Signature(s) _____ Printed Name(s) _____

FIRST RE-ASSIGNMENT BY LICENSED DEALER

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

Name _____ Address _____

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

ODOMETER READING (No Tenths)

CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

DEALER OR AGENT:

Signature(s) _____ Printed Firm Name _____ Date of Sale _____

"I am aware of the above odometer certification made by seller"

BUYER:

Signature(s) _____ Printed Name(s) _____

SECOND RE-ASSIGNMENT BY LICENSED DEALER

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

Name _____ Address _____

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

ODOMETER READING (No Tenths)

CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

DEALER OR AGENT:

Signature(s) _____ Printed Firm Name _____ Date of Sale _____

"I am aware of the above odometer certification made by seller"

BUYER:

Signature(s) _____ Printed Name(s) _____

THIRD RE-ASSIGNMENT BY LICENSED DEALER

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

Name _____ Address _____

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

ODOMETER READING (No Tenths)

CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

DEALER OR AGENT:

Signature(s) _____ Printed Firm Name _____ Date of Sale _____

"I am aware of the above odometer certification made by seller"

BUYER:

Signature(s) _____ Printed Name(s) _____

LIENHOLDER TO BE SHOWN ON NEW TITLE

Lien in favor of _____

whose address is _____

SCRAPPED, DISMANTLED, OR DESTROYED VEHICLE - This is to be filled in by Vehicle Owner. Certificate of Title must be mailed or delivered to the Mississippi Department of Revenue. I/we hereby warrant that the Vehicle described on the reverse side of this Certificate was scrapped, dismantled, or destroyed on _____, 20____

Owner's Signature

CERTIFICATE OF TITLE

Form # 79-001

STATE OF MISSISSIPPI

ORIGINAL

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2C3CDXAG6KH547010	DODG	2019	CHARGER	SD	MS0838253824	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
07/30/2024	11/30/2018	6	NEW	PC	10 ACTUAL

OWNER(S)

CITY OF OXFORD
107 COURTHOUSE SQ
OXFORD MS 38655-4068

BRANDS

BENEFICIARY

☐ **Fully Autonomous Vehicle**

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

MAIL TO

CITY OF OXFORD
107 COURTHOUSE SQ
OXFORD MS 38655-4068

M56-2

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 30TH DAY OF JULY 2024

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1. Mississippi Code of 1972. and subject to the provisions thereof.

CONTROL NUMBER
O 0567154 2

MISSISSIPPI DEPARTMENT OF REVENUE

VOID IF ALTERED

NOTICE: ANY ALTERATION OR ERASURE VOIDS THE ASSIGNMENT AND ALL ASSIGNMENTS THAT FOLLOW

Federal and State Law requires that you state the mileage in connection with the transfer of ownership. Failure to complete, or providing a false statement, may result in fines and/or imprisonment.

ASSIGNMENT OF TITLE BY REGISTERED OWNER

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

Name _____ Address _____

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

_____
ODOMETER READING (No Tenths)

CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

SELLER:

Signature(s) Caitlan McLarty for City of Oxford Printed Name(s) Caitlan McLarty for City of Oxford Date of Sale _____

"I am aware of the above odometer certification made by seller"

BUYER:

Signature(s) _____ Printed Name(s) _____

FIRST RE-ASSIGNMENT BY LICENSED DEALER

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

Name _____ Address _____

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

_____
ODOMETER READING (No Tenths)

CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

DEALER OR AGENT:

Signature(s) _____ Printed Firm Name _____ Date of Sale _____

"I am aware of the above odometer certification made by seller"

BUYER:

Signature(s) _____ Printed Name(s) _____

SECOND RE-ASSIGNMENT BY LICENSED DEALER

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

Name _____ Address _____

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

_____
ODOMETER READING (No Tenths)

CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

DEALER OR AGENT:

Signature(s) _____ Printed Firm Name _____ Date of Sale _____

"I am aware of the above odometer certification made by seller"

BUYER:

Signature(s) _____ Printed Name(s) _____

THIRD RE-ASSIGNMENT BY LICENSED DEALER

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

Name _____ Address _____

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

_____
ODOMETER READING (No Tenths)

CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

DEALER OR AGENT:

Signature(s) _____ Printed Firm Name _____ Date of Sale _____

"I am aware of the above odometer certification made by seller"

BUYER:

Signature(s) _____ Printed Name(s) _____

LIENHOLDER TO BE SHOWN ON NEW TITLE

Lien in favor of _____

whose address is _____

SCRAPPED, DISMANTLED, OR DESTROYED VEHICLE - This is to be filled in by Vehicle Owner. Certificate of Title must be mailed or delivered to the Mississippi Department of Revenue. I/we hereby warrant that the vehicle described on the reverse side of this Certificate was scrapped, dismantled, or destroyed on _____, 20____

Owner's Signature

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: 8/15/2025

Department that owns Fixed Asset: City Shop

Fixed Asset Tag Number (If item is not tagged, please put N/A): 03538

Physical Location of Asset: City Hall

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

_____ \ _____ \ _____

Make Model Year

_____ \ _____

VIN / Serial Number Color

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

Description of Tool (including brand): Fujitsu ScanSnap Scanner

A04B078833 \ _____

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: Jessi Tolleson

Date Approved by BOA: _____

107 Courthouse Square
Oxford, MS 38655

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

FY26 MOHS LAW ENFORCEMENT GRANT AGREEMENT

Mississippi Office of Highway Safety
P.O. Box 1633
Canton, MS 39046
Phone: (601) 391-4900

1. Sub-grantee's Name & Mailing Address: **City of Oxford** **Oxford Police Department** **9 Industrial Park Drive** **Oxford, MS 38655** Telephone Number: (662) 232-2400 E-Mail: MississippiTIDE@oxfordpolice.net	2. Effective Date of Grant: **October 1, 2025** 3. Subgrant Number: **PT-2026-PT-22-51 Conditional** 4. Grant Identifier (Funding Source & Year): **402 Police Traffic Services FY26** 5. Beginning and Ending Dates: **October 1, 2025 – September 30, 2026** 6. Subgrant Payment Method: _X_ Cost Reimbursement Method

7. ALN # - 20.600	8. UEI # - C6FVY2CCKGH6	9. Congressional District: 1
10. A:FAIN #: 69A37522300004020MS0 69A3752230SUP4020MS0 69A37523300004020MS0 69A3752330SUP4020MS0	11.A: Initial Federal Award Date: 12/15/2021 11/30/2022	11.C: Additional Federal Award Date:
10.B. Federal Awarding Agency: NHTSA	11.B: Secondary Federal Award Date:	12. Research and Development Grant: ____Yes __X__ No Continuation Grant: X Yes ____ No

13. The following funds are obligated:

A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%	
(1) Personal Services-Salary	$21,960.50	(1) Federal	$21,960.50			
(2) Personal Services-Fringe	$0.00	(2) State				
(3) Contractual Services	$0.00	(3) Local				
(4) Travel	$0.00	(4) Other				
(5) Equipment	$0.00	Total:	$21,960.50			
(6) Commodities	$0.00	**E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:**				
(7) Indirect Costs	$0.00	Number of Grants: 3	402PT	405D	405D	TOTAL
TOTAL	**$21,960.50**	TOTAL:	$21,960.50	$163,441.82	$560,097.94	$745,500.26

The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances; Designation of Secondary Official (If Applicable); Fiscal Control and Fund Accounting Procedures.

All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.

14. Approved for Grantee:	15. Approved for Sub-Grantee:
_____ Signature Date **Helen Porter, Office Director, MS Office of Highway Safety** _____ Signature Date **Joshua Bromen, Executive Director / Governor's Representative**	_____ Signature sign in blue ink Date **Name: Robyn Tannehill** **Title: Mayor, City of Oxford**

sign in blue ink **Authorizing Official's Signature** **(Mayor, Board President, Commissioner, Director)**	**Date**
Robyn Tannehill	Mayor
Print Authorizing Official's Name	**Authorizing Official's Title**

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, within forty-five (45) days of receiving the attached grant award letter.

As the Authorized Official for, the City of Oxford **(Sub-Grantee Name)**, I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until all parties (MOHS, PSP Executive Director/Governor's Rep and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

sign in blue ink **Authorizing Official's Signature** **(Mayor, Board President, Commissioner, Director)**	**Date**
Robyn Tannehill	Mayor
Print Authorizing Official's Name	**Authorizing Official's Title**

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the City of Oxford/Oxford Police Department
(Governing Body of Unit of Government)

Herein called the **"SUB-GRANTEE"** has thoroughly considered the problem addressed in the application (Program Funding Source) 402 POLICE TRAFFIC SERVICES and has reviewed the project described in the agreement; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE Board of Aldermen
(Governing Body of Unit of Government)

IN THE JURISDICTION Oxford **MISSISSIPPI, THIS** _____ **Day of** _____, **20**_____ **AS FOLLOWS:**

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. Robyn Tannehill, Mayor is authorized to accept, on behalf of the Sub-Grantee,
(Name and Title of Representative)
an award in the form prescribed by the Mississippi Office of Highway Safety for federal funding in the amount of $ $21,960.50 to be made to the Sub-Grantee defraying the cost of the
(Federal Dollar Requested)
project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)
DONE AND ORDERED IN OPEN MEETING BY Robyn Tannehill, Mayor
(Chairman of Board / Mayor)

Alderman/Councilperson _____ offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson _____ and was duly adopted.

Date: _____ **Seal** **(City/County Seal is required)**

Attest By: _____ sign in blue ink

Title: _____

Mississippi Office of Highway Safety
Designation of Secondary Signatory Official

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the **(agency/department name)** City of Oxford/Oxford Police Department has authorized and approved **(print designated secondary signatory official name)** Jeff McCutchen, Chief to sign any/all forms related to this contract.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: Jeff McCutchen Title: Chief
(Designated Secondary Signatory Official)

Organization Name: Oxford Police Department

Mailing Address: 9 Industrial Park Drive

City: Oxford Zip Code: 38655

Telephone Number: ( ) 662-232-2400 Cellular Number: ( )

Email Address: jmccutchen@oxfordpolice.net

Signature of Designated Secondary Signatory Official:
Chief's Signature in blue ink

Appointed by Authorizing Official: Robyn Tannehill Date:
(Mayor, Board President, Commissioner, Director) **(Print Name)**

Signature: Title: Mayor
Mayor's Signature sign in blue ink **(Authorizing Official)**

Mississippi Office of Highway Safety
Fiscal Control and Fund Accounting Procedures

All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302 from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers, or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The rights to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.337). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- All personnel records of individuals paid with grant funds, including time sheets,
- wage authorization, tax withholdings forms, employment applications and other relevant data
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

We have read and understand all Fiscal Control and Fund Accounting Procedures as shown above and agree to comply with these conditions in the operation of the grant.

Authorizing Official's Signature sign in blue ink **(Mayor, Board President, Commissioner, Director)**	**Date**
Robyn Tannehill **Print Authorizing Official's Name**	Mayor **Authorizing Official's Title**

FY26 Sub-Grantee Project Description (Law Enforcement)

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the PTS program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY26.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources bases on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries (part-time) that has been reviewed and approved by the MOHS. All information on the budget can be found on the Cost Summary Support Sheet. The agency will generate at least (1) earned media campaign during the blitz campaigns.

FY26 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: City of Oxford/Oxford Police Department

List the target(s) that the sub-grantee will accomplish during the FY26 grant year. Performance measures should be set to help the sub-grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of **Oxford Police Department** will maintain the number of unbelted fatalities from **0** in 2022 to **0** by the end of 2026.

The jurisdiction/agency of **Oxford Police Department** will maintain the number of unbelted injuries from **17** in 2022 to **17** by the end of 2026.

The jurisdiction/agency of **Oxford Police Department** will maintain the number of speed fatalities from **0** in 2022 to **0** by the end of 2026.

The jurisdiction/agency of **Oxford Police Department** will maintain the number of speed injuries from **17** in 2022 to **17** by the end of 2026.

Performance Measures:

Issue **190** grant funded Seatbelt citations in FY26.

Issue **3** grant funded Child Restraint citations in FY26.

Increase the number of grant funded Speed citations from **172** in FY24 to **198** in FY26.

Strategies:
Overtime Enforcement
4 Checkpoints
4 Saturation Patrols
Generate Earned Media
Publicize patrol activities results (after occurrence)
Attend Troop LEL Network Meeting
Participate in the National blitz campaigns with enhanced PT enforcement: Click It or Ticket – Memorial Day
Participate in the State blitz campaigns with enhanced PT enforcement: Christmas/New Year's, Super Bowl, 4th of July, Labor Day

FY26 MOHS TASKS BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
1st QUARTER (OCTOBER, NOVEMBER & DECEMBER) Conduct not less than **1** checkpoints during quarter. Conduct not less than **1** saturation patrols during quarter. Issue a minimum of **48** Seat Belt citations during quarter, to reach a goal of **190** for FY2026. Issue a minimum of **1** Child Restraint citations during quarter, to reach a goal of **3** for FY2026. Issue a minimum of **50** Speed citations during quarter, to reach a goal of **198** for FY2026. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:** Participate in the State Christmas/New Year's blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.
Projected Expenditures for 1st Quarter: $5,490.13

FY26 MOHS TASK BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
2nd QUARTER (JANUARY, FEBRUARY & MARCH) Conduct not less than **1** checkpoints during quarter. Conduct not less than **1** saturation patrols during quarter. Issue a minimum of **47** Seat Belt citations during quarter, to reach a goal of **190** for FY2026. Issue a minimum of **0** Child Restraint citations during quarter, to reach a goal of **3** for FY2026. Issue a minimum of **49** Speed citations during quarter, to reach a goal of **198** for FY2026. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:** Participate in the State Christmas/New Year's blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.
Projected Expenditures for 2nd Quarter: $5,490.12

FY26 MOHS TASK BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
3RD QUARTER (APRIL, MAY & JUNE) Conduct not less than **1** checkpoints during quarter. Conduct not less than **1** saturation patrols during quarter. Issue a minimum of **48** Seat Belt citations during quarter, to reach a goal of **190** for FY2026. Issue a minimum of **1** Child Restraint citations during quarter, to reach a goal of **3** for FY2026. Issue a minimum of **50** Speed citations during quarter, to reach a goal of **198** for FY2026. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:** Participate in the National Click It or Ticket Memorial Day blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.
Projected Expenditures for 3rd Quarter: $5,490.13

FY26 MOHS TASK BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
4TH QUARTER (JULY, AUGUST & SEPTEMBER) Conduct not less than **1** checkpoints during quarter. Conduct not less than **1** saturation patrols during quarter. Issue a minimum of **47** Seat Belt citations during quarter, to reach a goal of **190** for FY2026. Issue a minimum of **1** Child Restraint citations during quarter, to reach a goal of **3** for FY2026. Issue a minimum of **49** Speed citations during quarter, to reach a goal of **198** for FY2026. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:** Participate in the State 4th of July and Labor Day blitz campaign with enhanced PT and earned media with at least one (1) newspaper, television, social media or radio presentation.
Projected Expenditures for 4th Quarter: $5,490.12

FY26 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Oxford/Oxford Police Department			
2. Subgrant Number: PT-2026-PT-22-51	3. Grant ID: 402 Police Traffic Services	4. Beginning: October 1, 2025	5. Ending: September 30, 2026
6. Activity: Police Traffic Services Enforcement			

7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Officers over-time or regular time above and beyond normal work hours @ approx. $46.22 per hour X @ approx. 439 hrs = **$20,290.58** Grant Manager overtime or regular time above and beyond normal work hours @ approx. $34.79 per hour X @ approx. 48 hrs = **$1,669.92** **Total Salaries = $21,960.50**	$21,960.50		$21,960.50

TOTALS	**$21,960.50**	**$0.00**	**$21,960.50**

FY26 Agreement of Understanding and Compliance

This Agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-Grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-Grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-Grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.

B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.

C. It is also understood, pursuant to 2 CFR 200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, the pass-through entity, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal Award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.

E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up

documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.

F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project **(Close of Business (COB) November 15th)**. Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-Grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project. Former sub-grantees(no longer active in the grant program) are required to submit equipment reports/updates on the equipment purchased with federal funds for the extent of the useful life.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
- A physical inventory of the property must be taken and the results reconciled with the property records at least once a year for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.

- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Approved equipment with a purchase price of $10,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are funded 100% or 2080 enforcement hours must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All positions require detailed activity documentation, as directed by MS Office of Highway Safety.

The Individual Officer(s) on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour.

V. GENERAL PROJECT REQUIREMENTS

A. Agreements, Modifications and Revisions

- The Sub-grantee must return original copies of agreements, modifications, and revisions to MOHS physical address. All original documents require an **original signature signed in BLUE ink** by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.). MOHS will not accept a secondary signatory official signature or initials.

- In the fully executed grant agreement, the Cost Summary Support Sheet details all allowable cost for which MOHS approved and will reimburse an agency. Any cost not listed in the fully executed grant agreement and/or an approved modification/revision will not be reimbursed.

- All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302. from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.

- No budget modification requests will be accepted by the MS Office of Highway Safety before **January 1st** (the second quarter) and after **July 31st.** Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety signed by the Authorized Signatory Official. Changes to the Agreement will not be effective, until both parties have executed the modification.

B. Any change to out-of-state travel approved in the Grant Agreement, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than thirty (30) days before the intended date of travel on Agency letterhead.

- Out of State Travel - All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
- In State Travel - All federal funded **in state travel** requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
- In State Travel - Meals can only be claimed with an overnight hotel stay.

- In State Travel – Hotel rates must be based on DFA travel policy for State agencies. Non-State agencies hotel rates must follow the agency's current travel policy.
- Meal cost, taxes, and fees (credit card, delivery, service, etc.) are approved cost included in the allocated amount under travel in the grant agreement. Because these costs are associated with travel and needed to carry out project activities, they are considered allowable, reimbursable cost for meals. The amount allowed for individual meals should not exceed the daily maximum reimbursement rate approved in the grant agreement.
- Fares, fees, and surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) to and from a hotel are allowable and require an itemized receipt. The amount allowed for transportation should not exceed the maximum reimbursement amount approved in the grant agreement. Fuel surcharges are only allowable on any ride sharing service if no surcharges are applied for paying with a credit card.
- MOHS reimburse travel according to Section 25-3-41, Mississippi Code of 1972, establishes guidelines for travel reimbursement of the State of Mississippi, and of any department, institution, board or commission thereof. It also provides that the Mississippi Department of Finance and Administration (DFA) shall promulgate rules and regulations to effectuate economies for all expenses authorized under this section. All rules and regulations contained herein apply to all MOHS sub-grantees.

C. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.

D. The Local Governmental Resolution Agreement and Authorization to Proceed included within this Agreement, must be completed by the Authorizing Official, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the cost of the project described in the award. The City/County seal is required. This document is not applicable to State agencies.

E. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted sixty (60) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.

F. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.

G. The Assurance of Understanding included within this Agreement, must be completed by the Authorizing Official, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the cost of the project described in the award.

H. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
- Warning citation policy (If Applicable);
- Pursuit policy (Must Retain a Copy);
- Checkpoint policy (If Applicable);
- Saturation patrol policy (If Applicable); and
- DUI enforcement policy (If Applicable)
- Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)

I. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
- Agency Leave policy (personal and/or vacation, sick, holiday, and military); and
- Agency Overtime Policy
- Fiscal Control and Fund Accounting Procedures
- Pursuit Policy (Law Enforcement Only)
- In-Direct Cost Agreement (If Applicable)

J. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.

K. All Instructor related training **must be** included within the grant Agreement under Strategies to receive reimbursement.

L. Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
- Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines)
- Alcohol testing
- Mobile video systems

M. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding $1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.

N. The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.

O. Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.

P. Execution of Agreement: Grant Agreements are not effective until all parties (MOHS, PSP Executive Director/Governor's Rep and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.

Q. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.

R. Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.

S. Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.

T. Project Commencement: Unless otherwise indicated within the grant agreement, sub-grantee program activity will begin within **(30) days of the approved start date**, after signed approval of the grant agreement by the MOHS Director. If program activity does not begin within this time period, the program may be subject to cancellation and funds may be reallocated.

U. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
- The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.

VI. UNALLOWABLE COST

The provisions stated in the following section serve as a guide in describing costs that are ***not allowable*** for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:
- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures
- Desk
- Chair
- Table
- Shelving
- Coat Rack
- Credenza
- Bookcase
- Filing Cabinet
- Floor covering
- Office Planter
- Storage Cabinet
- Portable Partition
- Picture, Wall Clock
- Draperies & Hardware
- Fixed Lighting/Lamp

- Land (except for Section 2010 motorcycle safety grant funds used to purchase facilities which includes the purchase of land.)

B. Unallowable Equipment Costs:
- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)

- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available.)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds. (23 U.S.C. 402(c)(4)(A) and 23 CFR Part 1300.13(c)).
- Radars or other speed measuring devices using Impaired Driving Countermeasures and Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

- Training of Special Traffic Enforcement Program (STEP) law enforcement officers.
- An individual's salary while pursuing training or the salary of the individual's replacement (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for law enforcement attending drug recognition expert training.

D. Unallowable Program Administration:

- General costs of government - For States, local governments and Indian Tribes, the general costs of government are unallowable except as provided in 2 CFR 200.475 Travel Cost. (Reference 2 CFR 200.444 and 2 CFR 200.475).
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable. (Reference 2 CFR 200.423).
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.
- Entertainment costs, including amusement and social activities and expenses directly associated with such costs(tickets to shows or sporting events, meals, lodging, rentals, transportation, and gratuities). 2 CFR 200.438.

E. Lobbying:

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local-No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones, guns, and office furniture are ***not*** allowable for purchase with these funds under any circumstances.
- The cost of promotional items and memorabilia, including models, gifts and souvenirs are unallowable advertising and public relations costs. (2 CFR Part 200.421(e)(3). Promotional items that are unallowable can include t-shirts, hats, key chains, bumper stickers, etc.
- Costs are ***not*** allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS **will not reimburse** for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is ***not*** allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252)
Prohibits discrimination on the basis of race, color, national origin and 49 CFR part 21.
THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601)
Prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects.
FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.)* AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686)
Prohibit discrimination on the basis of sex.
SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.)*
As amended, prohibits discrimination on the basis of disability and 49 CFR part 27.
THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.)*
Prohibits discrimination on the basis of age.
THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209)
Broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not.
TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189)
Prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing and 49 CFR parts 37 and 38.

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause, "During the performance of this contract/funding agreement, the contractor/funding recipient agrees":

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time.
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2l and herein.
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA.
4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.
5. To insert this clause, including paragraphs (1) through (5), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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.

2. 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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients 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 section

1352, title 31, U.S. Code. 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.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,* as used in this clause, are defined in 2 CFR parts 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (https://www.sam.gov)

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

<u>Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions</u>

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in 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 record, 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 (1)(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.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

<u>Instructions for Lower Tier Certification</u>

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,* as used in this clause, are defined in 2 CFR parts 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https:www.sam.gov).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

<u>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions</u>

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION ON CONFLICT OF INTEREST 23 CFR 1300 APPENDIX A

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.

a) The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts.

b) The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

BUY AMERICA ACT

The Sub-Grantee and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services and High Visibility Enforcement (HVE) Participation Compliance

(Applies only to Law Enforcement Sub-Grantees)

1. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols:
   - Unusual incidents of alcohol/ drug related crashes/fatalities
   - Alcohol/ drug impaired driving violations
   - Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed)
   - Any other documented alcohol/ drug related vehicular incidents
   - Citation data related to restrained and unrestrained occupants

- Unusual incidents of unbelted crashes/fatalities
- Seatbelt/Child restraint violations
- Unusual incidents of teen crashes/fatalities
- Unusual incidents of speed crashes/fatalities

2. Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of HVE Enforcement Participation must comply with the following:

3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.

4. Sub-Grantee **will engage** in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.

5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a blitz form reporting the total number of citations issued, checkpoints, saturation patrols, arrests, and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.

6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

DUI/Impaired Compliance
High Visibility Enforcement (HVE) and Public Information and Education (PI&E)
Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154),
and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement

Law enforcement and State agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired activities must comply with the following:

- Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired enforcement to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.

- Individual DUI/Impaired Officer(s) shift hours ***will include*** **4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday and Sunday.**

- Overtime hours for DUI/Impaired Enforcement ***will include*** **4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday, and Sunday.**

- Proper justification may be requested by MOHS regarding **other dates or time periods** within the jurisdiction for needed enforcement outside the above shifts.

- Specific DUI/Impaired activities in which the Individual Officer(s) (if applicable) and/or other officers assigned to work enforcement **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.

- The Sub-Grantee must participate in the National Drive Sober or Get Pulled Over campaigns endorsed by the National Highway Traffic Safety Administration.

- The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.

- The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the State campaigns.

- The Sub-Grantee **will generate** earned media (example: press conference, tv, social media, radio or print news articles) either before, during, or after national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

Blitz Campaigns – Enforcement Grant: Sub-grantees are to conduct enhanced enforcement during blitz periods based on their funding source. Each sub-grantee funded under 154 Alcohol and 405d Alcohol and Drug Impaired Driving grant funds must participate in the National Blitz Campaigns for Drive Sober of Get Pulled Over with enhanced DUI enforcement.

National Drive Sober or Get Pulled Over campaign with enhanced enforcement: Christmas/ New Year's
National Drive Sober or Get Pulled Over campaign with enhanced enforcement: Labor Day
State blitz campaigns with enhanced enforcement: Super Bowl, Memorial Day, 4th of July

Blitz Campaigns – PI&E Grant: Sub-grantees are to collaborate with law enforcement for the National Drive Sober or Get Pulled Over campaigns and State campaigns and generate earned media with at least one (1) newspaper, television, social media or radio presentation.

Occupant Protection/Police Traffic Services
High Visibility Enforcement (HVE) and Public Information and Education (PI&E)
Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement and State agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service activities must comply with the following:

- Occupant Protection/Police Traffic Services activities for STEP officers assigned to work enforcement overtime **will include** checkpoints, saturation patrols and other 402 OP/PT specific enforcement activities as designated.

- Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week endorsed by the NHTSA

- The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the State campaigns.

- Sub-Grantee **will submit** HVE blitz forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for national blitz campaigns. Failure to comply with this requirement may result in the delay of reimbursement payments.

- Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

- The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.

Blitz Campaigns – Enforcement Grant: Sub-grantees are to conduct enhanced enforcement during blitz periods based on their funding source. Each sub-grantee funded under 402 Occupant Protection and Police Traffic Services grant funds must participate in the National Blitz Campaigns for Click It or Ticket with enhanced OP or PTS enforcement.

National Click It or Ticket campaign with enhanced enforcement: Memorial Day
State blitz campaigns with enhanced enforcement: Christmas/New Year's, Super Bowl, 4th of July, Labor Day

Blitz Campaigns – PI&E Grant: Sub-grantees are to collaborate with law enforcement for the National Click It or Ticket campaign, State campaigns and Child Passenger Safety week and generate earned media with at least one (1) newspaper, television, social media or radio presentation.

Law Enforcement Liaison Participation Compliance
(Applies only to Law Enforcement Liaison Sub-Grantees)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination Participation must comply with the following:

Sub-Grantee with a LEL Network Coordination Grant **must** sign the MOHS Law Enforcement Liaison Agreement. A LEL serves as a liaison between the Mississippi Office of Highway Safety and the state's law enforcement community. LELs help promote and enhance state and national highway safety programs, initiatives, and campaigns.

Sub-Grantee with a LEL Network Coordination Grant **must hold** a LEL Network meeting to promote State/County/Local networking for the Christmas/New Year's, Memorial Day, and Labor Day national blitz campaigns, blitz reporting, and PI&E efforts.

Sub-Grantee with a LEL Network Coordination Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns.

Sub-Grantee with a LEL Network Coordination Grant **will promote** MOHS highway safety countermeasures and enforcement strategies.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends $1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends $1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than $1,000,000.* A non-Federal entity that expends less than $1,000,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, for procurement transactions in which the contractor is made responsible for meeting program requirements, the auditee must ensure those requirements are met, including by clearly stating the contractor's responsibilities within the contract and reviewing the contractor's records to determine compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include a determination of whether these transactions comply with Federal statutes, regulations, and the terms and conditions of a Federal award.

(h) *For-profit sub recipient.* This subpart does not apply to for-profit organizations. As necessary, the pass through entity is responsible for establishing requirements to ensure compliance by for-profit subrecipients. The subaward with a for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring throughout the performance of the subaward, and post-award audits. See also §200.332 Requirements for pass-through entities.

Sub-Grantees <u>are required</u> to provide a copy of the jurisdiction/agency(s) most recent A-133 audit with the Grant Application. If an agency doesn't meet the A-133 audit requirement, MOHS requires a financial audit with the submission of the Grant Application. An agency that receives an updated audit during the grant year <u>is required</u> to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE
CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
(APPLIES TO LAW ENFORCEMENT SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, **each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted**. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding. (MS Code Annotated § 45-1-43)

The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be retained in the agency grant file and be available for review. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received by the MOHS, becomes an actual documented part of the grant documentation and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, _____ **(Sub-Grantee Name)**, I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

FY26 MOHS LAW ENFORCEMENT GRANT AGREEMENT

Mississippi Office of Highway Safety
P.O. Box 1633
Canton, MS 39046
Phone: (601) 391-4900

1. Sub-grantee's Name & Mailing Address: **City of Oxford** **Oxford Police Department** **9 Industrial Park Drive** **Oxford, MS 38655** Telephone Number: (662) 232-2400 E-Mail: MississippiTIDE@oxfordpolice.net	2. Effective Date of Grant: **October 1, 2025** 3. Subgrant Number: **M5HVE-2026-MD-22-51 Conditional** 4. Grant Identifier (Funding Source & Year): **405D Alcohol and Drug Impaired Driving FY26** 5. Beginning and Ending Dates: **October 1, 2025 – September 30, 2026** 6. Subgrant Payment Method: _X_ Cost Reimbursement Method

7. ALN # - 20.616	8. UEI # - C6FVY2CCKGH6	9. Congressional District: 1

10. A:FAIN #:	11.A: Initial Federal Award Date:	11.C: Additional Federal Award Date:
69A3752430000405DMSM	11/27/2023	
69A3752530000405DMSM	11/25/2024	
69A3752230SUP405DMSM	12/15/2021	
69A3752330SUP405DMSM	11/30/2022	
10.B. Federal Awarding Agency: NHTSA	11.B: Secondary Federal Award Date:	12. Research and Development Grant: ____Yes __X__ No Continuation Grant: X Yes ____ No

13. The following funds are obligated:

A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%	
(1) Personal Services-Salary	$153,213.22	(1) Federal	$163,441.82			
(2) Personal Services-Fringe	$0.00	(2) State				
(3) Contractual Services	$85.00	(3) Local				
(4) Travel	$7,523.60	(4) Other				
(5) Equipment	$0.00	Total:	$163,441.82			
(6) Commodities	$2,620.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:				
(7) Indirect Costs	$0.00	Number of Grants: 3	405D	402PT	405D	TOTAL
TOTAL	**$163,441.82**	TOTAL:	$163,441.82	$21,960.50	$560,097.94	$745,500.26

The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances; Designation of Secondary Official (If Applicable); Fiscal Control and Fund Accounting Procedures.

All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.

14. Approved for Grantee:	15. Approved for Sub-Grantee:
_____ Signature Date **Helen Porter, Office Director, MS Office of Highway Safety** _____ Signature Date **Joshua Bromen, Executive Director / Governor's Representative**	_____ Signature sign in blue ink Date **Name: Robyn Tannehill** **Title: Mayor, City of Oxford**

sign in blue ink **Authorizing Official's Signature** **(Mayor, Board President, Commissioner, Director)**	**Date**
Robyn Tannehill **Print Authorizing Official's Name**	Mayor **Authorizing Official's Title**

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, within forty-five (45) days of receiving the attached grant award letter.

As the Authorized Official for, the City of Oxford **(Sub-Grantee Name)**, I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until all parties (MOHS, PSP Executive Director/Governor's Rep and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

sign in blue ink **Authorizing Official's Signature** **(Mayor, Board President, Commissioner, Director)**	**Date**
Robyn Tannehill **Print Authorizing Official's Name**	Mayor **Authorizing Official's Title**

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the City of Oxford/Oxford Police Department
(Governing Body of Unit of Government)

Herein called the **"SUB-GRANTEE"** has thoroughly considered the problem addressed in the application (Program Funding Source) **405D ALCOHOL AND DRUG IMPAIRED DRIVING** and has reviewed the project described in the agreement; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE Board of Aldermen
(Governing Body of Unit of Government)

IN THE JURISDICTION Oxford **MISSISSIPPI, THIS** _____ **Day of** _____, **20**_____ **AS FOLLOWS:**

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. Robyn Tannehill, Mayor is authorized to accept, on behalf of the Sub-Grantee,
(Name and Title of Representative)
an award in the form prescribed by the Mississippi Office of Highway Safety for federal funding in the amount of $ $163,441.82 to be made to the Sub-Grantee defraying the cost of the
(Federal Dollar Requested)
project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)
DONE AND ORDERED IN OPEN MEETING BY Robyn Tannehill, Mayor
(Chairman of Board / Mayor)

Alderman/Councilperson _____ offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson _____ and was duly adopted.

Date: _____ **Seal** **(City/County Seal is required)**

Attest By: _____ sign in blue ink

Title: _____

Mississippi Office of Highway Safety
Designation of Secondary Signatory Official

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the **(agency/department name)** City of Oxford/Oxford Police Department has authorized and approved **(print designated secondary signatory official name)** Jeff McCutchen, Chief to sign any/all forms related to this contract.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: Jeff McCutchen Title: Chief
(Designated Secondary Signatory Official)

Organization Name: Oxford Police Department

Mailing Address: 9 Industrial Park Drive

City: Oxford Zip Code: 38655

Telephone Number: ( ) 662-232-2400 Cellular Number: ( )

Email Address: jmccutchen@oxfordpolice.net

Signature of Designated Secondary Signatory Official:
Chief's Signature in blue ink

Appointed by Authorizing Official: Robyn Tannehill Date:
(Mayor, Board President, Commissioner, Director) **(Print Name)**

Signature: Title: Mayor
Mayor's Signature **(Authorizing Official)**
sign in blue ink

Mississippi Office of Highway Safety
Fiscal Control and Fund Accounting Procedures

All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302 from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers, or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The rights to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.337). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- All personnel records of individuals paid with grant funds, including time sheets,
- wage authorization, tax withholdings forms, employment applications and other relevant data
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

We have read and understand all Fiscal Control and Fund Accounting Procedures as shown above and agree to comply with these conditions in the operation of the grant.

Authorizing Official's Signature sign in blue ink **(Mayor, Board President, Commissioner, Director)**	**Date**
Robyn Tannehill **Print Authorizing Official's Name**	Mayor **Authorizing Official's Title**

FY26 Sub-Grantee Project Description (Law Enforcement)

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the Impaired program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY26.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources bases on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries (part-time and full-time), contractual services, travel, and commodities that has been reviewed and approved by the MOHS. All information on the budget can be found on the Cost Summary Support Sheet. The agency will generate at least (1) earned media campaign during the blitz campaigns.

FY26 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: City of Oxford/Oxford Police Department

List the target(s) that the sub-grantee will accomplish during the FY26 grant year. Performance measures should be set to help the sub-grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of **Oxford Police Department** will maintain the number of alcohol related fatalities from **0** in 2022 to **0** by the end of 2026.

The jurisdiction/agency of **Oxford Police Department** will maintain the number of alcohol related injuries from **3** in 2022 to **3** by the end of 2026.

The jurisdiction/agency of **Oxford Police Department** will maintain the number of drug related fatalities from **0** in 2022 to **0** by the end of 2026.

The jurisdiction/agency of **Oxford Police Department** will maintain the number of drug related injuries from **16** in 2022 to **16** by the end of 2026.

Performance Measures:

Issue **279** grant funded DUI Arrest in FY26.

Issue **44** grant funded DUI Other (Drug) Arrest in FY26.

Strategies:
Select or Hire Individual Officers
Overtime Enforcement
SFST, ARIDE, DRE Instructor
20 Checkpoints
12 Saturation Patrols
Generate Earned Media
Publicize patrol activities results (after occurrence)
Attend Troop LEL Network Meeting
Participate in the National blitz campaigns with enhanced DUI enforcement:
Drive Sober or Get Pulled Over – Christmas/New Year's
Drive Sober or Get Pulled Over – Labor Day
Participate in the State blitz campaigns with enhanced DUI enforcement: Super Bowl, Memorial Day, 4th of July

FY26 MOHS TASKS BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
1st QUARTER (OCTOBER, NOVEMBER & DECEMBER) Conduct not less than **5** checkpoints during quarter. Conduct not less than **3** saturation patrols during quarter. Issue a minimum of **69** DUI Arrest during quarter, to reach a goal of **279** for FY2026. Issue a minimum of **11** DUI Other (Drug) Arrest during quarter, to reach a goal of **44** for FY2026. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:** Participate in the Drive Sober or Get Pulled Over national Christmas/New Year's blitz campaign with enhanced Impaired enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.
Projected Expenditures for 1st Quarter: $40,860.45

FY26 MOHS TASK BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
2nd QUARTER (JANUARY, FEBRUARY & MARCH) Conduct not less than **5** checkpoints during quarter. Conduct not less than **3** saturation patrols during quarter. Issue a minimum of **70** DUI Arrest during quarter, to reach a goal of **279** for FY2026. Issue a minimum of **11** DUI Other (Drug) Arrest during quarter, to reach a goal of **44** for FY2026. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:** Participate in the Drive Sober or Get Pulled Over national Christmas/New Year's blitz campaign with enhanced Impaired enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.
Projected Expenditures for 2nd Quarter: $40,860.45

FY26 MOHS TASK BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
3RD QUARTER (APRIL, MAY & JUNE) Conduct not less than **5** checkpoints during quarter. Conduct not less than **3** saturation patrols during quarter. Issue a minimum of **70** DUI Arrest during quarter, to reach a goal of **279** for FY2026. Issue a minimum of **11** DUI Other (Drug) Arrest during quarter, to reach a goal of **44** for FY2026. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:** Participate in the State Memorial Day blitz campaign with enhanced Impaired enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.
Projected Expenditures for 3rd Quarter: $40,860.46

FY26 MOHS TASK BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
4TH QUARTER (JULY, AUGUST & SEPTEMBER) Conduct not less than **5** checkpoints during quarter. Conduct not less than **3** saturation patrols during quarter. Issue a minimum of **70** DUI Arrest during quarter, to reach a goal of **279** for FY2026. Issue a minimum of **11** DUI Other (Drug) Arrest during quarter, to reach a goal of **44** for FY2026. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:** Participate in the State 4th of July and Drive Sober or Get Pulled Over national Labor Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.
Projected Expenditures for 4th Quarter: $40,860.46

FY26 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Oxford/Oxford Police Department			
2. Subgrant Number: M5HVE-2026-MD-22-51	3. Grant ID: 405D Alcohol and Drug Impaired Driving	4. Beginning: October 1, 2025	5. Ending: September 30, 2026
6. Activity: Alcohol and Drug Impaired Enforcement			

7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Individual Officer @ approx. $27.3156 per hour X @ approx. 2080 hrs = **$56,816.45** Individual Officer @ approx. $27.3156 per hour X @ approx. 2080 hrs = **$56,816.45** Officers over-time or regular time above and beyond normal work hours @ approx. $47.3880 per hour X @ approx. 800 hrs = **$37,910.40** Grant Coordinator over-time or regular time above and beyond normal work hours @ approx. $34.790 per hour X @ approx. 48 hrs = **$1,669.92** **Total Salaries = $153,213.22**	$153,213.22		$153,213.22
Contractual Services	Shipping/Handling/Freight - **$85.00** **Total Contractual = $85.00**	$85.00		$85.00
Travel Meals can only be claimed with an overnight hotel stay. Meals will be reimbursed at the rate according to MOHS and State guidelines. Itemized receipts are required on all In-state travel Mileage can only be reimbursed on a personal vehicle. Mileage cannot be claimed when using a state/agency	In-State Highway Safety Training: STORM Conference Meals: @ approx. $68.00 per day x 3 days x 2 people = $408.00 Meal Gratuity: $408.00 x 20% gratuity = $81.60 **In-State STORM Conference Total** = **$489.60** Out of State Highway Safety Training: IACP Impaired Driving Conference on Drugs, Alcohol and Impaired Driving Registration: @ approx. $875.00 x 2 people = **$1,750.00** Lodging: @ approx. $275.00 per night x 4 nights = $1,100.00 x 2 rooms = **$2,200.00** Lodging taxes and fees: @ approx. $75.00 per night x 4 nights = $300.00 x 2 rooms = **$600.00**	$7,523.60		$7,523.60

issued vehicle. Mileage will be reimbursed at a rate according to MOHS and State guidelines. Proof of mileage should be received with all Mileage reimbursement. Travel cost must coincide with all MOHS, state and federal guidelines, policies, rates. (Ex. MapQuest) Ground Transportation: Fares, fees, and surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) from airport to hotel and from hotel to airport.	Airfare: @ approx. $500.00 x 2 people = **$1,000.00** Ground Transportation: $100.00 x 2 people = **$200.00** Meals: @ approx. $92.00 per day x 5 days = $460.00 x 2 people = **$920.00** Meal Gratuity: $920.00 x 20% gratuity = **$184.00** Baggage fees: $70.00 x 2 people = **$140.00** Bellman/baggage/maid tips, Msc fees = $5.00 per day x 4 nights x 2 people = **$40.00** **Out-of-State Highway Safety Training Total** = **$7,034.00** **Total Travel** = **$7,523.60**			
Commodities	Alco-Sensor FST Mississippi Instrument Set – (2) x @ approx. $490.00 each = **$980.00** Alco-Sensor Mouthpiece – (1000) x @ approx. $0.27 each = **$270.00** Sotoxa Test Cartridge/Collection Kit – (2) x @ approx. $685.00 each = **$1,370.00** **Total Commodities = $2,620.00**	$2,620.00		$2,620.00

TOTALS	**$163,441.82**	**$0.00**	**$163,441.82**

FY26 Agreement of Understanding and Compliance

This Agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-Grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-Grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-Grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.

B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.

C. It is also understood, pursuant to 2 CFR 200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, the pass-through entity, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal Award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.

E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up

documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.

F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project **(Close of Business (COB) November 15th)**. Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-Grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project. Former sub-grantees(no longer active in the grant program) are required to submit equipment reports/updates on the equipment purchased with federal funds for the extent of the useful life.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
- A physical inventory of the property must be taken and the results reconciled with the property records at least once a year for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.

- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Approved equipment with a purchase price of $10,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are funded 100% or 2080 enforcement hours must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All positions require detailed activity documentation, as directed by MS Office of Highway Safety.

The Individual Officer(s) on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour.

V. GENERAL PROJECT REQUIREMENTS

A. Agreements, Modifications and Revisions

- The Sub-grantee must return original copies of agreements, modifications, and revisions to MOHS physical address. All original documents require an **original signature signed in BLUE ink** by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.). MOHS will not accept a secondary signatory official signature or initials.

- In the fully executed grant agreement, the Cost Summary Support Sheet details all allowable cost for which MOHS approved and will reimburse an agency. Any cost not listed in the fully executed grant agreement and/or an approved modification/revision will not be reimbursed.

- All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302. from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.

- No budget modification requests will be accepted by the MS Office of Highway Safety before **January 1st** (the second quarter) and after **July 31st.** Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety signed by the Authorized Signatory Official. Changes to the Agreement will not be effective, until both parties have executed the modification.

B. Any change to out-of-state travel approved in the Grant Agreement, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than thirty (30) days before the intended date of travel on Agency letterhead.

- Out of State Travel - All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
- In State Travel - All federal funded **in state travel** requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
- In State Travel - Meals can only be claimed with an overnight hotel stay.

- In State Travel – Hotel rates must be based on DFA travel policy for State agencies. Non-State agencies hotel rates must follow the agency's current travel policy.
- Meal cost, taxes, and fees (credit card, delivery, service, etc.) are approved cost included in the allocated amount under travel in the grant agreement. Because these costs are associated with travel and needed to carry out project activities, they are considered allowable, reimbursable cost for meals. The amount allowed for individual meals should not exceed the daily maximum reimbursement rate approved in the grant agreement.
- Fares, fees, and surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) to and from a hotel are allowable and require an itemized receipt. The amount allowed for transportation should not exceed the maximum reimbursement amount approved in the grant agreement. Fuel surcharges are only allowable on any ride sharing service if no surcharges are applied for paying with a credit card.
- MOHS reimburse travel according to Section 25-3-41, Mississippi Code of 1972, establishes guidelines for travel reimbursement of the State of Mississippi, and of any department, institution, board or commission thereof. It also provides that the Mississippi Department of Finance and Administration (DFA) shall promulgate rules and regulations to effectuate economies for all expenses authorized under this section. All rules and regulations contained herein apply to all MOHS sub-grantees.

C. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.

D. The Local Governmental Resolution Agreement and Authorization to Proceed included within this Agreement, must be completed by the Authorizing Official, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the cost of the project described in the award. The City/County seal is required. This document is not applicable to State agencies.

E. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted sixty (60) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.

F. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.

G. The Assurance of Understanding included within this Agreement, must be completed by the Authorizing Official, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the cost of the project described in the award.

H. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
- Warning citation policy (If Applicable);
- Pursuit policy (Must Retain a Copy);
- Checkpoint policy (If Applicable);
- Saturation patrol policy (If Applicable); and
- DUI enforcement policy (If Applicable)
- Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)

I. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
- Agency Leave policy (personal and/or vacation, sick, holiday, and military); and
- Agency Overtime Policy
- Fiscal Control and Fund Accounting Procedures
- Pursuit Policy (Law Enforcement Only)
- In-Direct Cost Agreement (If Applicable)

J. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.

K. All Instructor related training **must be** included within the grant Agreement under Strategies to receive reimbursement.

L. Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
- Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines)
- Alcohol testing
- Mobile video systems

M. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding $1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.

N. The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.

O. Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.

P. Execution of Agreement: Grant Agreements are not effective until all parties (MOHS, PSP Executive Director/Governor's Rep and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.

Q. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.

R. Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.

S. Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.

T. Project Commencement: Unless otherwise indicated within the grant agreement, sub-grantee program activity will begin within **(30) days of the approved start date**, after signed approval of the grant agreement by the MOHS Director. If program activity does not begin within this time period, the program may be subject to cancellation and funds may be reallocated.

U. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
- The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.

VI. UNALLOWABLE COST

The provisions stated in the following section serve as a guide in describing costs that are ***not allowable*** for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:
- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures
- Desk
- Chair
- Table
- Shelving
- Coat Rack
- Credenza
- Bookcase
- Filing Cabinet
- Floor covering
- Office Planter
- Storage Cabinet
- Portable Partition
- Picture, Wall Clock
- Draperies & Hardware
- Fixed Lighting/Lamp

- Land (except for Section 2010 motorcycle safety grant funds used to purchase facilities which includes the purchase of land.)

B. Unallowable Equipment Costs:
- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)

- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available.)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds. (23 U.S.C. 402(c)(4)(A) and 23 CFR Part 1300.13(c)).
- Radars or other speed measuring devices using Impaired Driving Countermeasures and Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

- Training of Special Traffic Enforcement Program (STEP) law enforcement officers.
- An individual's salary while pursuing training or the salary of the individual's replacement (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for law enforcement attending drug recognition expert training.

D. Unallowable Program Administration:

- General costs of government - For States, local governments and Indian Tribes, the general costs of government are unallowable except as provided in 2 CFR 200.475 Travel Cost. (Reference 2 CFR 200.444 and 2 CFR 200.475).
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable. (Reference 2 CFR 200.423).
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.
- Entertainment costs, including amusement and social activities and expenses directly associated with such costs(tickets to shows or sporting events, meals, lodging, rentals, transportation, and gratuities). 2 CFR 200.438.

E. Lobbying:

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local-No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones, guns, and office furniture are ***not*** allowable for purchase with these funds under any circumstances.
- The cost of promotional items and memorabilia, including models, gifts and souvenirs are unallowable advertising and public relations costs. (2 CFR Part 200.421(e)(3). Promotional items that are unallowable can include t-shirts, hats, key chains, bumper stickers, etc.
- Costs are ***not*** allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS **will not reimburse** for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is ***not*** allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252)
Prohibits discrimination on the basis of race, color, national origin and 49 CFR part 21.
THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601)
Prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects.
FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.)* AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686)
Prohibit discrimination on the basis of sex.
SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.)*
As amended, prohibits discrimination on the basis of disability and 49 CFR part 27.
THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.)*
Prohibits discrimination on the basis of age.
THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209)
Broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not.
TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189)
Prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing and 49 CFR parts 37 and 38.

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause, "During the performance of this contract/funding agreement, the contractor/funding recipient agrees":

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time.
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2l and herein.
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA.
4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.
5. To insert this clause, including paragraphs (1) through (5), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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.

2. 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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients 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 section

1352, title 31, U.S. Code. 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.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,* as used in this clause, are defined in 2 CFR parts 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (https://www.sam.gov)

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

<u>Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions</u>

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in 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 record, 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 (1)(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.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

<u>Instructions for Lower Tier Certification</u>

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,* as used in this clause, are defined in 2 CFR parts 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https:www.sam.gov).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

<u>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions</u>

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION ON CONFLICT OF INTEREST 23 CFR 1300 APPENDIX A

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.

a) The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts.

b) The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

BUY AMERICA ACT

The Sub-Grantee and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services and High Visibility Enforcement (HVE) Participation Compliance

(Applies only to Law Enforcement Sub-Grantees)

1. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols:
   - Unusual incidents of alcohol/ drug related crashes/fatalities
   - Alcohol/ drug impaired driving violations
   - Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed)
   - Any other documented alcohol/ drug related vehicular incidents
   - Citation data related to restrained and unrestrained occupants

- Unusual incidents of unbelted crashes/fatalities
- Seatbelt/Child restraint violations
- Unusual incidents of teen crashes/fatalities
- Unusual incidents of speed crashes/fatalities

2. Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of HVE Enforcement Participation must comply with the following:

3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.

4. Sub-Grantee **will engage** in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.

5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a blitz form reporting the total number of citations issued, checkpoints, saturation patrols, arrests, and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.

6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

DUI/Impaired Compliance
High Visibility Enforcement (HVE) and Public Information and Education (PI&E)
Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154),
and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement

Law enforcement and State agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired activities must comply with the following:

- Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired enforcement to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.

- Individual DUI/Impaired Officer(s) shift hours ***will include*** **4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday and Sunday.**

- Overtime hours for DUI/Impaired Enforcement ***will include*** **4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday, and Sunday.**

- Proper justification may be requested by MOHS regarding **other dates or time periods** within the jurisdiction for needed enforcement outside the above shifts.

- Specific DUI/Impaired activities in which the Individual Officer(s) (if applicable) and/or other officers assigned to work enforcement **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.

- The Sub-Grantee must participate in the National Drive Sober or Get Pulled Over campaigns endorsed by the National Highway Traffic Safety Administration.

- The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.

- The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the State campaigns.

- The Sub-Grantee **will generate** earned media (example: press conference, tv, social media, radio or print news articles) either before, during, or after national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

Blitz Campaigns – Enforcement Grant: Sub-grantees are to conduct enhanced enforcement during blitz periods based on their funding source. Each sub-grantee funded under 154 Alcohol and 405d Alcohol and Drug Impaired Driving grant funds must participate in the National Blitz Campaigns for Drive Sober of Get Pulled Over with enhanced DUI enforcement.

National Drive Sober or Get Pulled Over campaign with enhanced enforcement: Christmas/ New Year's
National Drive Sober or Get Pulled Over campaign with enhanced enforcement: Labor Day
State blitz campaigns with enhanced enforcement: Super Bowl, Memorial Day, 4th of July

Blitz Campaigns – PI&E Grant: Sub-grantees are to collaborate with law enforcement for the National Drive Sober or Get Pulled Over campaigns and State campaigns and generate earned media with at least one (1) newspaper, television, social media or radio presentation.

Occupant Protection/Police Traffic Services
High Visibility Enforcement (HVE) and Public Information and Education (PI&E)
Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement and State agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service activities must comply with the following:

- Occupant Protection/Police Traffic Services activities for STEP officers assigned to work enforcement overtime **will include** checkpoints, saturation patrols and other 402 OP/PT specific enforcement activities as designated.

- Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week endorsed by the NHTSA

- The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the State campaigns.

- Sub-Grantee **will submit** HVE blitz forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for national blitz campaigns. Failure to comply with this requirement may result in the delay of reimbursement payments.

- Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

- The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.

Blitz Campaigns – Enforcement Grant: Sub-grantees are to conduct enhanced enforcement during blitz periods based on their funding source. Each sub-grantee funded under 402 Occupant Protection and Police Traffic Services grant funds must participate in the National Blitz Campaigns for Click It or Ticket with enhanced OP or PTS enforcement.

National Click It or Ticket campaign with enhanced enforcement: Memorial Day
State blitz campaigns with enhanced enforcement: Christmas/New Year's, Super Bowl, 4th of July, Labor Day

Blitz Campaigns – PI&E Grant: Sub-grantees are to collaborate with law enforcement for the National Click It or Ticket campaign, State campaigns and Child Passenger Safety week and generate earned media with at least one (1) newspaper, television, social media or radio presentation.

Law Enforcement Liaison Participation Compliance
(Applies only to Law Enforcement Liaison Sub-Grantees)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination Participation must comply with the following:

Sub-Grantee with a LEL Network Coordination Grant **must** sign the MOHS Law Enforcement Liaison Agreement. A LEL serves as a liaison between the Mississippi Office of Highway Safety and the state's law enforcement community. LELs help promote and enhance state and national highway safety programs, initiatives, and campaigns.

Sub-Grantee with a LEL Network Coordination Grant **must hold** a LEL Network meeting to promote State/County/Local networking for the Christmas/New Year's, Memorial Day, and Labor Day national blitz campaigns, blitz reporting, and PI&E efforts.

Sub-Grantee with a LEL Network Coordination Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns.

Sub-Grantee with a LEL Network Coordination Grant **will promote** MOHS highway safety countermeasures and enforcement strategies.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends $1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends $1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than $1,000,000.* A non-Federal entity that expends less than $1,000,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, for procurement transactions in which the contractor is made responsible for meeting program requirements, the auditee must ensure those requirements are met, including by clearly stating the contractor's responsibilities within the contract and reviewing the contractor's records to determine compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include a determination of whether these transactions comply with Federal statutes, regulations, and the terms and conditions of a Federal award.

(h) *For-profit sub recipient.* This subpart does not apply to for-profit organizations. As necessary, the pass through entity is responsible for establishing requirements to ensure compliance by for-profit subrecipients. The subaward with a for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring throughout the performance of the subaward, and post-award audits. See also §200.332 Requirements for pass-through entities.

Sub-Grantees <u>are required</u> to provide a copy of the jurisdiction/agency(s) most recent A-133 audit with the Grant Application. If an agency doesn't meet the A-133 audit requirement, MOHS requires a financial audit with the submission of the Grant Application. An agency that receives an updated audit during the grant year <u>is required</u> to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE
CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
(APPLIES TO LAW ENFORCEMENT SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, **each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted**. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding. (MS Code Annotated § 45-1-43)

The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be retained in the agency grant file and be available for review. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received by the MOHS, becomes an actual documented part of the grant documentation and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, _____ **(Sub-Grantee Name)**, I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

August 11, 2025

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

Dear Mayor Tannehill,

RATP Dev would like to express our interest in exercising the one-year contract extension option as outlined in the existing contract with the City of Oxford. The current one-year extension of the current agreement expires on September 30, 2025.

We value the partnership we have developed with the City of Oxford as the public transportation operator for the City of Oxford, the University of Mississippi, and Lafayette County. We look forward to the opportunity to continue to serve Oxford, Lafayette County, and the University of Mississippi in the upcoming year.

I am available to discuss this extension request if you have any questions.

Sincerely,

Steve Spade
Director of Operations
Management Contracts/Streetcar
RATP Dev USA

AMENDED CONTRACT TO PROVIDE MANAGEMENT AND OPERATION OF PUBLIC MASS TRANSIT

THIS AMENDED CONTRACT AND AGREEMENT (“Agreement”) is made and entered into this 18th day of August, A.D. 2025, by and between the City of Oxford, located in Lafayette County, Mississippi, hereinafter called "Client”, and RATP Dev USA, located at 300 Throckmorton Street, Suite 670, Fort Worth, TX 76102 (hereinafter referred to as "RATP Dev USA". The parties acknowledge that Client separately has entered into certain agreements with the Mississippi Department of Transportation ("MDOT"), and with the University of Mississippi ("the University") and Lafayette County (“County”), whereby Client, and the University have formed the Oxford University Transit ("OUT") Commission. The powers and duties of Client are subject to separate and/or additional obligations and duties under these agreements, and RATP Dev USA agrees and acknowledges that it shall perform its obligations under this Agreement, subject to the oversight and other required participation of OUT, as separately agreed to by Client.

WITNESSETH

WHEREAS Client has determined that it will require the services of a professional management company for the Oxford/University Transit system which is being operated in its area of jurisdiction; and

WHEREAS Client is authorized to enter a contract for the operation and management of said transportation system; and

WHEREAS RATP Dev USA is engaged in the business of providing advisory and management services for the operation of transit systems and has trained, experienced personnel available for that purpose, has submitted a proposal to provide such services (the “Proposal”) and is desirous of providing such advisory and management services for the Client; and

WHEREAS Client has made the determination that RATP Dev USA is qualified to provide the services referenced herein and the employment of RATP Dev USA would serve the best interests and welfare of the public utilizing the transit system operated by Client.

NOW, THEREFORE, in consideration of the foregoing recitals and covenants and agreements of each of the parties, the parties agree as follows:

SECTION I.
EMPLOYMENT AND ACCEPTANCE

Client does hereby engage RATP Dev USA as an independent contractor to advise Client and to manage the operation of the transit system in and about the City of Oxford, the University of Mississippi, and Lafayette County, including additions to and extensions thereof, as provided herein. RATP Dev USA agrees to supply such services in an efficient and economical manner,

SECTION II.
PURPOSE

The purpose of the agreement is to secure and provide all management and supervisory services reasonably required and necessary for the efficient operation of the system under Client's policies and in a way which will provide the quality and quantity of service as determined from time to time by Client. RATP Dev USA will not, however, be expected to achieve results beyond the limits of the funding and other resources made available to it for management of the transit system.

SECTION III.
SCOPE OF SERVICE

RATP Dev USA will be responsible for the management and day-to-day operation of the transit system in an efficient and effective manner, and for providing consultation and recommendations to the Client, in all areas of public transportation as set forth in the Agreement and the Request for Proposals issued February 2022. RATP Dev USA shall be responsible to Client, or its designee. Where there is a discrepancy between the Agreement, RFP and Proposal, the Agreement shall govern over the RFP and the RFP shall govern over the Proposal, notwithstanding the addition of County on-demand services.

All services to be rendered by RATP Dev USA shall be subject to the reasonable supervision and control of Client. RATP Dev USA shall make recommendations, or Client may request information or recommendations, as to any areas of operation which are deemed appropriate and proper, and the decision of Client shall be binding and final in regards thereto.

The advisory, management, and supervisory services to be furnished by RATP Dev USA will include, but not be limited to:

Overall management and operation of the public transportation system and policy recommendations

- Routes recommendations and implementation
- Scheduling recommendations and implementation
- Fare structure recommendations and implementation
- Service Standards
- Accounting
- Purchasing
- Safety
- Insurance
- Claims
- Employee Selection
- Training
- Labor negotiations/relations
- Equipment and facilities utilization .
- Maintenance
- Transit Planning
- Marketing
- Advertisement
- Security
- Public relations
- Coordination with planning and paratransit agencies
- Grant preparation and reporting
- Reporting to OUT, monthly, the status of all operations, and provision of statistical information as may be required by Client
- Administration of contracts for special transit services.

In addition, Client may, from time to time, request RATP Dev USA to perform specific transportation related studies or projections which are beyond the responsibilities set forth above. RATP Dev USA Regional Vice Present – East (or and employee or officer of similar position and authority) will attend one (1) Commission Meeting each quarter.

SECTION IV.
TERM

'This agreement shall be effective as of August 19, 2025, and shall until September 30, 2026, however, RATP Dev USA shall not incur costs under this Agreement until

MDOT approves the supplementary agreement which Client has submitted to MDOT. The parties expect this to occur on or about October 1, 2025.

Client shall have a right of cancellation of this agreement if funding to the Client from the State of Mississippi or the Federal Transit Administration is reduced or eliminated so that the undertakings in this agreement cannot be met, or if changes in State or Federal law or regulation limit the ability of Client to operate transit services as herein described.

Client may without penalty terminate this agreement, or any extension thereof, at its convenience upon ninety (90) days' notice to RATP Dev USA. Upon notice of termination, RATP Dev USA agrees to provide all information and documentation related to its management of OUT to whatever entity or authority (or to Client) as may be designated by Client for receipt of such information and documentation.

SECTION V.
PERSONNEL

RATP Dev USA agrees to provide a full-time qualified, experienced executive who will serve as General Manager of the transit system, responsible for day-to-day operations of all departments of the system in an efficient and effective manner. The initial and any subsequent appointment of the General Manager will be the responsibility of RATP Dev USA but will be with the advice and consent of Client.

In the event of the disability of any person acting in the position of General Manager in excess of ninety (90) days, RATP Dev USA covenants and agrees to secure a qualified individual to fill said position for as long as such disability may continue, or to replace such individual, if necessary, all subject to the advice and consent of Client.

The General Manager will be responsible for the day-to-day management of the system. It is specifically understood and agreed that in the event any person so assigned is proven to be incapable of performing his/her duties in a manner acceptable to Client, then RATP Dev USA will be so advised by Client. A replacement acceptable to Client will be assigned by RATP Dev USA in accordance with the provisions of this section,

To assist Client and the General Manager, RATP Dev USA will further furnish executive consulting personnel and technical assistance personnel as may be reasonably required in the operation of the transit system and to perform the duties set forth in the Scope of Service above,

SECTION VI.
EMPLOYER

RATP Dev USA covenants and agrees that it will create and maintain at its sole cost and expense a Mississippi corporation, Oxford Transit Management, Inc., hereinafter referred to as "OTMI" to employ all employees necessary to maintain and operate the transportation system, except the General Manager and the executive consulting and technical assistance personnel set forth above. OTMI by assignment shall assume and perform all services, obligations, and accept all rights which have been incurred or extended to RATP Dev USA under the terms and conditions of this agreement except those functions set forth above, provided that RATP Dev USA shall remain responsible for the performance of all terms and conditions of this agreement.

Any contractual obligations or liability entered into or assumed by OTMI and approved by Client, in connection with the operation of the transit system, should be binding upon RATP Dev USA only for the term of this agreement, as same may be extended, and in the event this agreement is terminated or expires, then Client shall thenceforth assume all future obligations and liabilities under said contracts either on behalf of itself or any successors to OTMI.

In the event this agreement is terminated or expires, RATP Dev USA shall forthwith transfer, assign, and convey to Client, its assignee, or designee, at no cost to Client, its assignee, or designee, all interest and property (including all intellectual property or rights), that it holds or claims to hold in OTMI, whether such interest(s) be claimed or held by shares, stocks, membership, or any other type or claim of ownership .

SECTION VII.
RESPONSIBILITIES OF CLIENT

Client agrees to furnish all necessary offices, office furniture, equipment, materials, fuels, supplies, rolling stock, bus maintenance and storage facilities and equipment, and transportation which may be required for operation of the transportation system.

Client further agrees to provide such funds as may be necessary to meet payroll and all other operating expenses of the bus transportation system excluding salaries and related

payroll costs of the Resident General Manager, the cost of the fidelity bond on RATP Dev USA officers and employees described in Section XI, and the cost of nonresident advisory services described in Section V.

As used herein, the term "operating expenses" shall mean and include (without limitation) wages, compensation, payroll taxes, all insurance cost, inclusive of premiums and deductibles all employee costs, to the extent such cost are allowed and approved by the Transit Division of MDOT; all expenses necessary and incident to the efficient operation and maintenance of the Client's transit system, including, but not limited to, advertising expenses, all rentals, utilities, association dues, supplies and parts, repairs, and all other charges, costs and expenses incident to the operation of the Client's transit system.

In carrying out its responsibilities, Client will rely on recommendations from RATP Dev USA. Client's responsibilities include, but are not limited to, the following:

- Overall policy development
- Approval of routes, stops, expansion and reduction of service
- Establishment of fare policy and structure
- Determine level of subsidies to the net operating deficit
- Act as designated recipient for all grant funds
- Act as legal counsel in all legal affairs, suits, pleas, and litigation in which Client is interested
- Provide transit signage and shelter installation

SECTION VIII.
PURCHASE OF MATERIALS AND SUPPLIES

RATP Dev USA and OTMI will notify Client from time to time regarding the types and amounts of materials, supplies and equipment, including buses, needed for use in the operation of the system, and will make recommendations as to type, quantity, and amount thereof to be purchased. Such purchases will be made pursuant to Client's purchasing policy, and such additional requirements as may be imposed by applicable state and federal law or funding requirements.

SECTION IX.
BUDGETS AND PROJECTIONS

RATP Dev USA, its successors and assigns, covenant and agree to prepare, submit, and recommend a proposed annual budget for the operation of the transit system for the same fiscal year under which Client operates, which shall include any recommendations concerning changes in service and/or fares. Such proposed budget shall be prepared and submitted in accordance with a schedule of presentation and submission approved by Client.

RATP Dev USA further covenants and agrees that it will comply with all accounting procedures established by Client, and absent such established procedures, it shall comply with generally accepted accounting principles and procedures.

SECTION X.
COMPENSATION

Client will pay RATP Dev USA as compensation for the services performed in accordance with this agreement a payment as follows:

Total Contract Term:

	Year 1	Year 2	Year 2 Amended	Year 3
Monthly Fee	$9,202.99	$11,500.00	$11,500.00	$11,500.00
Annual Total	$110,435.88	$138,000.00	$138,000.00	$138,000.00
*Amended Year 2 rate will take effect October 1, 2023				

Option Years

	Year 4	Year 5
Monthly Fee	$12,297.88	$12,720.05
Annual Total	$147,574.54	$152,640.64

Payment of the monthly compensation as specified herein shall be made by Client on the fifteenth day of the initial month of the contract and thereafter on the fifteenth day of each succeeding month during the term hereof.

The Management Fee includes all cost and expense associated with the salary and related costs of the Resident General Manager, in-house legal counsel, corporate staff travel, and overhead. In addition, the Management Fee includes providing and revising of all policies, procedures, standards, handbooks, descriptions, plans, forms, and manuals when directed by the Client; and providing the Client with expert management consultation and advisory assistance in all areas of the public bus transportation industry as may be reasonably required to assist the Resident General Manager in the annual operating budget, five year capital budget, short term transit plan, maintenance plan, monthly financial reports, annual grant asset reports, monthly ridership reports, monthly fleet performance reports, and monthly service delivery reports.

SECTION XI.
EMPLOYEE FIDELITY BONDS, AND PERFORMANCE BONDS

Fidelity and Surety Bonds - RATP Dev USA, at its sole cost and expense, shall furnish to Client all necessary fidelity and surety bonds to protect, save whole and harmless, and indemnify the City of Oxford from and against dishonesty, fraud or theft occasioned by any officer or employee of RATP Dev USA. Coverage of each such employee shall be in the amount of no less than One Million Dollars. ($1,000,000.00)

Performance Bond — During the first year of the contract, RATP Dev USA shall furnish and keep in place a performance bond in an amount equal to one hundred thousand dollars ($100,000) and shall negotiate with the Client the need, and if needed, the amount of a performance bond or similar guarantee for subsequent years of the contract, The bond shall be payable to the City of Oxford, Mississippi and shall be issued by a surety company authorized to do business in the State Of Mississippi, and approved by the U.S. Treasury. Said bond shall be held by the City, subject to the faithful performance of RATP Dev USA of its obligations

under this agreement. RATP Dev USA shall furnish said performance bond as surety for the faithful performance of this contract within fifteen (15) days after contract execution.

SECTION XII.
INDEMNIFICATION AND INSURANCE

OTMI shall maintain during the life of this contract such employment practices, workers compensation, public liability and property damage insurance sufficient to protect OTMI, RATP Dev USA and Client, as named from employment claims, claims for damages for personal injuries, including death, as well as from claims for property damage which may arise from operations, or the performance of the work and services contemplated hereunder. Premiums or other costs necessary to maintain such policies of insurance or self-insurance may be an operating expense payable by Client to OTMI, subject to Client's prior review and approval. The OUT Commission shall annually review existing insurance policies and make recommendations to Client's Mayor and Board of Alderman as to the type, scope, and cost of insurance for the coming year. RATP Dev USA shall, upon request, provide: (a) de-identified and aggregated information about coverages of what RATP Dev USA determines is a representative group of similar clients, to the extent such information is publicly available and its disclosure by RATP Dev USA would not be prohibited by applicable law or subject to a non-disclosure agreement; and (b) recommendations as to appropriate coverages for OTMI. All insurances policies must be approved by the Mayor and Board of Aderman of the City of Oxford, which shall also have the authority to require additional coverages at its discretion.

In no event shall Client be responsible for payment or reimbursement of attorney fees or costs, litigation expenses, proposed settlements, or judgments related to uninsured EEOC charges, lawsuits, or other claims arising from the acts or omissions of agents or employees of RATP Dev USA or OTMI.

Client shall not be responsible for the acts or omissions of RATP Dev USA, OTMI, or any of their employees or agents. RATP Dev USA shall indemnify, defend, and hold harmless Client, MDOT, the University, Lafayette County, and the OUT Commission (including their employees, agents, trustees, board members, commissioners, attorneys, and

contractors) from any and all insured claims, charges, suits, damages, fees, or expenses related in any way to the acts or omissions of any agent or employee of RATP Dev USA or OTMI.

RATP Dev USA shall be liable for any dishonesty or fraudulent misconduct, or omission committed or directed by an officer, employee, or agent of RATP Dev USA or OTMI or for any breach of this agreement on the part of RATP Dev USA or OTMI.

RATP Dev USA, at its sole cost and expense, also shall keep in force during the term of this agreement professional liability (errors and omissions) insurance in the amount of One Million Dollars ($1000,000)

Xlll.
REVENUE

Revenue derived from the operation of the system, whether from passengers or from other sources, will be and remain from the initial receipt thereof the absolute property of Client, and the treatment of such revenue, including the banking thereof and the accounting thereof, will be as directed by Client.

SECTION XIV.
CONRLIANCE WITH GRANT CONTRACTS, LAWS, AND REGULATIONS

RATP Dev USA agrees to comply with, ensure the compliance of its successors and assigns with, and assist in Client's compliance with all terms and conditions of Federal Transit Administration grant contracts between the United States or Mississippi Department of Transportation and Client and all other federal, state, and local laws, rules, and regulations which may apply in operating the transit system.

SECTION XV.
LEGAL COUNSEL

It shall be the responsibility of Client to handle all legal matters of the transit system not covered by insurance, but only to the extent that Client is a real party in interest in such legal matter or matters. Client shall not be responsible for providing legal services related to issues or claims related solely to the acts or omissions of employees or agents of RATP Dev USA, or OTMI.

SECTION XVI.
FORCE MAJEURE

RATP Dev USA and OTMI shall not be liable to Client for any failure, delay, or interruption of service or for any failure or delay in the performance of any obligation under this agreement due to strikes, walkouts, acts of God, governmental restrictions, enemy action, civil commotion, unavoidable casualty, unavailability of fuel or parts, or other similar acts beyond the control of RATP Dev USA or OTMI.

XV11.
ASSIGNMENT

This agreement may not be assigned, transferred, hypothecated, or pledged by RATP Dev USA without prior written consent of Client.

If Client transit operations should be dissolved or merged with or otherwise succeeded by a similar body, then the agreement may be assigned by Client to whoever succeeds Client in the operation of the system,

SECTION Will.
EQUAL EMPLOYMENT OPPORTUNITY

RATP Dev USA covenants and agrees that in connection with the performance of this contract and agreement, it will not discriminate against any individual with respect to compensation terms or privileges of employment by reason of such individual's race, color, religion, disability, sex, or national origin.

SECTION XIX.
DEFAULTS

In case of any default for nonperformance hereunder claimed to exist by either party, such party will give the other party prompt written notice of such default, setting forth the facts in reasonable detail, and in the event that the alleged defaulting party has not remedied such default within thirty (30) days (or in case of defaults which require a longer period to remedy has failed to commence upon such remedy within said period and thereafter to diligently proceed with the same to completion), then this agreement shall stand terminated. This agreement will also be terminable at once by Client at its option if RATP Dev USA is adjudicated a bankrupt, or subject to insolvency or other bankruptcy proceedings or is subjected to the appointment of a receiver or becomes insolvent; or for a period of sixty (60) days is unable to pay its debts as the same mature.

SECTION XX.
INTEREST OF MEMBERS OF CONGRESS AND THE LEGISLATURE OF THE STATE OF MISSISSIPPI

No member of or delegate to the Congress of the United States nor the Legislatures of the States of Mississippi will be admitted to any share or part of this contract or to any benefit arising therefrom.

XXI.
INTEREST OF PUBLIC OFFICIALS

No member, officer or employee of Client or any other local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof in accordance with section 25-4-101, et seq. of the Mississippi Code of 1972, Annotated, as amended.

SECTION XXll.
ADDITIONAL FEDERAL REQUIREMENTS

The Parties further agree to comply with all additional federal requirements that are applicable to the current grant, or any subsequent grants to Client, including but not limited to those listed in "Attachment 7" to the Request for Proposals (RFP) for Transit Management Services issued by the City of Oxford, which Attachment 7 is attached hereto as Exhibit "C."

SECTION XX111.
AUDIT AND INSPECTION OF RECORDS

RATP Dev USA will permit the authorized representatives of the U. S. Department of Transportation, the Comptroller General of the United States, the State of Mississippi, and Client to inspect and audit all data and records relating to performance under this contract.

SECTION XXIV
NOTICE

Notice to RATP Dev USA means notice in writing addressed to the Chief Executive Officer of RATP Dev USA, 300 Throckmorton Street, Suite 670, Fort Worth, TX 76102.

Notice to Client means notice in writing addressed to the Mayor Robyn Tannehill, City of Oxford, 107 Courthouse Square, Oxford, Mississippi 38655.

SECTION XXV.
SEVERABILITY AND INTENT

Should any part of this agreement be declared to be unconstitutional, invalid, or beyond the authority of either party to enter or carry out, such decision will not affect the validity of the remainder of this agreement, which will continue in full force and effect.

This agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than Client and RATP Dev USA. Nothing herein will constitute any imposition or acceptance of any personal obligation or liability not otherwise imposed by law upon or by any individual associated with Client or RATP Dev USA. This agreement is

subject to a financial assistance contract between the project sponsor (Client) and the United States Department of Transportation.

The terms hereof shall be construed for all purposes under the laws of the State of Mississippi.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers. This agreement will ensure and be binding on the successor or assigns of the respective parties, on this day _____, 2025.

CITY OF OXFORD	**RATP DEV USA**
_____	_____
Mayor Robyn Tannehill	Deputy CEO Matt Booterbaugh
_____	_____
Witness	Witness

QUARTER 3 REPORT
2024/2025 FINANCIAL YEAR

Oxford Park Commission

OXFORD PARK COMMISSION

Quarterly Report

April 2025 - June 2025

A. Staffing Overview

21 part-time staff: 14 scheduled workers, 7 flexible “free agent

B. Facility Organization

5 staffed stations between Coach Howell and OAC locations.

Each station has defined roles and responsibilities, with shared backup duties.

Station Assignments (All 5)

1. Coach Howell Front Desk (1)

Greet visitors, answer phones, maintain cleanliness, monitor halls and traffic.

2. Coach Howell Gym (2+)

Supervise free play, promote safety and engagement, clean and prep gym nightly.

3. Coach Howell Upstairs/Track (1)

Oversee games and track use, ensure cleanliness, maintain a welcoming space

4. OAC Court 3 (1)

Monitor gym, equipment room, restrooms; manage transitions between activities.

5. OAC Court 4 (1)

Supervise gym, bullpen, bathrooms; manage transitions for various sports.

Closing duties (Courts 3 & 4): Mop floors, remove trash, check bathrooms, turn off lights, lock all doors.

II. CULTURE

Vision: Foster a culture rooted in **service, accountability, fun, and pride**.

Goal: Create a noticeable positive impact through energy, care, and a welcoming environment.

III. WHAT WE DO

Serve a diverse community by providing a **safe, clean, friendly, and inclusive** space that accommodates various ne

IV. WHAT I WANT TO DO

Aim to build a **professional, pride-filled culture** recognized by clients and staff.

Envision a vibrant environment that attracts team members and serves as a **source of pride** for the Oxford commun

Events and Activities:

Easter Event - The Easter Bunny and about 350 kids show up to mTrade park to search for easter eggs and take pictures! This year we added an inflatable bounce house. The kids had crafts and bubbles to play with! The easter egg hunt was broken up into 3 ages groups: 3 and under, 4-6, and 7-10!

Superhero Event - This event host 50 kids that want to do superhero activities for a night! We have things like laser mazes (glow in the dark maze), diffuse the bomb (balloon pop), obstacle courts, DIY capes & masks, and much more. The kids get a superhero name and become superheroes for 2 hours!

Dodgeball with Dads - was a new event that I added this year for Father's Day. I originally wanted to make this a tournament style dodgeball night but with only 17 families signing up I didn't make it tournament style. I randomly picked teams each round and we just played for fun. Dads and their kids came and enjoyed a night of dodgeball and every one said they couldn't wait for next year! *I got a lot of feedback once this was advertised that they wish they could have attended but they were travelling for the summer – I would like to do a Parent/Kid dodgeball tournament once school starts back up to see what the attendance is for that.

Youth Fishing Rodeo: Sardis Lake: 'Fishing has long been a popular outdoor activity but many people, especially children, have limited fishing opportunities. It is the goal of our program to introduce rodeo participants to fishing and recruit them to be responsible, licensed anglers and good stewards of our aquatic environment. Events will feature educational activities focusing on fish, fishing, and environmental concerns. These quality fishing experiences will be provided in a controlled and safe environment. Our rodeo ponds are well stocked with channel catfish to meet our participants' expectations of catching fish. Fishing educational and technical information are provided by our Fisheries Technical staff, biologists from the Mississippi Museum of Natural Science, and volunteer anglers. Boating safety information is provided by our Law Enforcement Bureau.' We had a group of 5 youth attend this event on 4/26.

Lee Tartt Nature Preserve - Spring Wings: The LTNP hosted their Spring Wings event on Saturday, May 3rd. There were vendors set up with art activities, along with kayaking and hiking opportunities. We had a group of 6 travel from Oxford to Grenada for the festival.

Instructional Tennis:

Kristi Boxx		Debbie Swindoll		Russell Moorman					
March - May		June		March - April		April -May		June	
Match Play	8	Beginner	12	Ages 6 - 8		Ages 6 - 8		Ages 6 - 8	
Intermediate	7	Intermediate	11	Monday	11	Monday	12	June10 & 12	6
				Tuesday	13	Tuesday	12	June 17 & 19	10
June				Thursday	13	Thursday	11	June 24 & 26	7
June 2 - 5	2			Friday	5	Ages 9 - 13		Ages 9 - 13	
June 9 - 12	4			Ages 9 - 13		Tuesday	9	June 24 & 26	5
June 16-19	2			Wednesday	11	Wednesday	9		
June 30 - July 3	2								

Tournaments

MTA 40+ Tennis Tournament - We hosted the adult tournament again this year at John Leslie Tennis Facility with around 600 adults aging 40 and up.

March 28 - 30 - Oxford Fall Junior Open - Cancelled due to weather - 95 particpants

May 2 - 4 - Oxford Junior May Open - 83 participants

June 6 - 8 - Oxford Junior Summer Open - 61 participants

Facility Rentals:

January	Jan. 2025	Feb. 2025	Mar. 2025	Apr. 2025	May. 2025	June. 2025	July. 2025	Aug. 2025	Sept. 2025	Oct. 2025	Nov. 2025	Dec. 2025	Total
Pavilions	0	0	6	18	22	3							49
Stone Center	10	11	12	16	21	19							89
Multipurpose	10	8	9	7	13	0							47
OAC	9	2	2	5	9	8							35
Fit-n-Fun	3	3	6	3	2	1							18
Avent Pickle	0	0	1	1	0	0							2
Pool	0	0	0	0	0	0							0
CHC	0	0	0	2	6	10							18
Fields	0	0	0	0	1	0							1
Monthly Total	32	24	36	52	74	41							259

Leisure Lifestyles of Oxford - LLO:

	Jan. 2025	Feb. 2025	Mar. 2025	Apr. 2025	May. 2025	June. 2025	July. 2025	Aug. 2025	Sept. 2025	Oct. 2025	Nov. 2025	Dec. 2025	2025 Totals
Aquatic	0	0	0	0	0	590							
Pilates	256	245	279	241	276	204							
Adapt. Chair Yoga	146	156	130	97	104	121							
Tai Chi	53	44	30	18	39	19							
Art	31	52	37	34	29	0							
Dance w/ twist	49	56	50	38	50	47							
Yoga	238	186	230	191	185	181							
Cardio & Strength	439	266	418	506	555	462							
Aerobic	267	262	308	295	200	256							
Yarnia	`	`	`	34	27	17							
Bridge	`	`	`	11	7	13							
Mahjong	`	`	`	76	43	51							
Digital Literacy	`	`	`	15	0	0							
Monthly Totals:	1479	1267	1482	1556	1515	1961							

Sports Programs:

Spring Adult Softball	The 2025 Season began on March 20 and ended April 24.
8 teams	Each Team played 10 games.
	This adult program added 2 teams this year over last year.
Spring Youth Flag Football	The 2025 season began on April 2 and concluded on May 7.
250 Participants	Each team played 6 games, as this is our secondary season for Flag Football.
	There were 250 players this year and that is up from 200 in 2024.
	This is the second season of Spring Youth Flag Football Season.
Spring Youth Softball	The 2025 season began on April 14 and concluded on May 29.
210 Participants	Each Team played 10 games this season.
	We had one less team this year from 2024.

Youth Spring Baseball	The 2025 season began on April 14 and concluded on May 22.
473 Participants	Each Team played 10 games this season.
	We had 27 less participants this year from 2024.
Summer Youth Basketball	The 2025 season began on June 11 and concluded on July 23.
132 Participants	Each team played 6 games, as this is our secondary season for Basketball.
	We had 23 less participants this year from 2024.
	This is the second season of3v3 summer basketball season.
	Before that we played 5v5 summer basketball.
Spring Youth Soccer	The season began in February and ended in April.
780 participants	Each team played 10 gamesin the spring Season.
	Games were played on Monday, Tuesdays and Thursday in the spring season.
Spring Youth Volleyball	The season began on April 2 and ended on May 7.
115 participants	This was the second season of Spring Youth Volleball.
	This is our secondary season where teams play 6 games on Wednesday nights
Summer Basketball Cheer	Summer Basketball Cheer is in its second year with us.
7 Participants	Cheer has 4 seasons a year with the OPC Basketball and Flag Football programs.
Oxford Sport & Social Club	We offer some non-traditional sports programs for adults a few times a year.
Kickball - 12 Teams	We normally offer Kickball in the Summer and fill up with 12 teams.
	Play began on June 17 and ended in July.
Adult Basketball	We have offered adult basketball again for several years, but we just do not
0 teams	have the interest in the community to make it happen.
Pitch, Hit, and Run	We held our annual PHR event in Quad C at mTrade Park on Tuesday May 27th.
17 Participants	We had 17 boys and girls between the ages of 1 - 14 sign up to participate.
Braves Country	This year we affiliated with the Atlanta Braves to give the opportunity for
	teams to play in an all-star setting. The state tournament was supposed to be
	played in Oxford, but other cities would not committ to a Monday & Tuesday
	Event. So our teams that wanted to go straight to Atlanta to play in the
	Braves Country World Series. There were 2 softball teams and 5 baseball
	teams that went to Atlanta.

Programs:

Gymnastics
Instructor: Lisa Mitchell
Ages: 2 - 16
Class Fee: $95 - $515

Session / League	Participants
Summer	46

Fundamental Sideline Cheer
Instructor: Kristi Yancy
Ages: 5 -12
Class Fee: $300/ Spring - $180/Summer

Session / League	Participants
Spring	13
Summer	8

Mini Kickers
Instructor: Hunter Crane
Ages: 2 - 4
Class Fee: $75

Session / League	Participants
Spring	97

Karate
Instructor: Norbert Woods
Ages: 5 & up
Class Fee: $300

Session / League	Participants
Summer	7

Fencing
Instructor: Margarette Davis
Ages: 5 - 14
Class Fee: $200 - $300

Session / League	Participants
Summer	14

Fit & Fun Gymnastics
Instructor: Shannon Cain
Ages: 1 - 5
Class Fee: $130 - $160 - Summer Classes
Class Fee: $30 - Summer Camps

Session / League	Participants
Summer	101
Summer Camp	83

Mini Sluggers
Instructor: Ole Miss Club Baseball Team
Ages: 4 - 5
Class Fee: $40

Session / League	Participants
Spring	33

Sewing for Beginners
Instructor: Sheila Howard Baker
Ages: 9 - 15
Class Fee: $55/session

Session / League	Participants
Summer	7

Barton Outfitters Fishing Camps
Instructor: Aaron Barton
Ages: 10+
Class Fee: $375/Week - $100/Mini=Day

Session / League	Participants
Summer	42
Mini	2

I Can 5K
Instructor: Elliot Beach (Run Oxford)
Ages: 18 & Older
Class Fee: $50

Session / League	Participants
March/April	Did not make

XPT Strength and Mobility
Instructor: Lawrence Muruako
Ages: 7 - 12
Class Fee: $90

Session / League	Participants
Summer	Did not make

Wrestling Lessons
Instructor: North MS Wrestling Club
Ages: 5 - 18
Class Fee: $60 - $120

Session / League	Participants
Summer	74

Introduction to Pickleball
Instructor: Worth duPerier
Ages: 16 & Up
Class Fee: $90

Session / League	Participants
May	8

Aqua Cardio Power
Instructor: Michelle Cohen
Ages: 18 & Up
Class Fee: $15 - $15 / Class

Session / League	Participants
June	30

Aqua Therapy Fitness
Instructor: Dontavious Toles/Rebel Body Fitness
Ages: 18 & Up
Class Fee: $60 - $120 / month

Session / League	Participants
June	4

Program Notes: These are Independent Contractor led programs, OPC doesn't run these programs.

Independent Contractor Events:

Wrestling Tournament - April 24th, 85 participants

T25 Basketball Camp of Champions - June 26-27, 70 participants

RedMed/Pontotoc Run Club Pickleball Tournament June 28 -29, 39 participants

League of Champions:

The event of choice for this summer season is Open Swim. Each Tuesday and Thursday from 9-10 AM, we have an Open Swim time set at the city pool for those with disabilities who would like to expand and further develop their physical fitness, courage, and bonds with others. Even though this is a non-registration program this summer, it seems we are still averaging between 7-10 participants each day the event takes place.

Day Camp

Overview:

This summer, Day Camp began with an $80 one-week session on Tuesday, May 26th that lasted thru Friday, May 29th. Following the one-week session, the month-long June session began on Monday, June 2nd and ended on Friday, June 27th. We then divided the June session further into 4-week counterparts, with each week being its' own intersession at the cost of $100. This division allowed the parents to determine the need for their child to attend either weekly or monthly. The monthly cost was $350, which included a $50 discount to the parents who wanted their child to attend the entire month's session.

Staff Training / Open House:

On Thursday, May 21st, we held our staff training and Open House. For the staff training, all Day Camp counselors and supervisors met with the camp directors to discuss the contents of the employee handbook and to allow for the opportunity to discuss possible scenarios and questions that may arise during any camp session. For those who were not previously CPR certified, this was also a set time for him/her to receive his/her certification. Once the staff training was then complete, all parents and children were invited to an Open House to be able to introduce themselves to all camp counselors and directors before any camp session began. This allowed for the children who may have difficulty with transitions, while their parents are able and present, the opportunity to bond with the counselors and directors before beginning camp.

Enrollment:

Throughout the May camp session, enrollment averaged around 80 children each day. This number then grew tremendously in the month of June, to where we were averaging anywhere from 120 -140 children each day with approximately 150 being enrolled each week. We are also projecting the same numbers for the month of July.

Activities:

This summer, we began implementing "centers/rotations" for the children's activities throughout each camp day. With this, the children are all able to participate in: physical games, arts & crafts, and board/strategy games. This also allows for deeper interactions and bonds to be built between the adults and the children within their care. Some of the other activities that take place beyond the CHC are the Field Trips that we take each Thursday, and the 2 hours of swim time that is available to our campers every Monday and Wednesday.

Marketing Highlights:

April

Summer Day Camp was our biggest promo during the month since the registration concluded on April 28

Easter Egg hunt was hosted on April 8 and it was another really good turnout.

We had a successful Superhero Training Day to end the month.

Promos for Shannon's summer programs started, which is another reason her numbers have been so good.

May

The most watched Tik Tok we've had was due to opening day at the city pool. The pre-season prayer video was watched over 3,000 times.

There were 25 unique designed created in Canva during the month.

Our largest posts were about the pool opening. Both had over 15K in views.

June

Our largest post of the year, and right now likely to be the best post in the history of OPC Facebook, was Felisa's retirement party. In less than 48 hours, she had over 20K views and the post had interacted with over 11K. We also got 7 new followers.

9,800 followers now on the OPC Facebook page.

On Instagram, we are just under 2,900 followers.

Tik Tok has grown to 715 followers now.

There were 39 unique designs created in Canva during the month.

Facilities:

The Activity Centers have been busy this past quarter with 3 basketball tournaments, volleyball, Pickleball League, Challenger Basketball, and much more. With all the traffic, the centers have performed greatly with minor repairs needed. OPC maintenance staff are doing a great job repairing our great facilities and keeping them up and running for our community to enjoy. Building and Grounds lead by Greg Pinion has done a great job at keeping the playgrounds cut and clean all across Oxford.

Swim Lessons:

Swim lessons are taken place weekly (Monday – Thursday with Friday as the make up day) in the month of June. We have 3 sessions a day: 10-1045am, 11-1145am, and 6-645pm. The weeks include June 2-5, June 9-12, June 16-19, and June 23-26. Each class has 20 children in it which is 60 kids a week with the exception of the last week, the 6-645pm class was for adults. That week had 40 kids and 20 adults.

Parks & Playgrounds:

The City of Oxford has already started the process with the $500,000 allotted in the budget to replace the 5-12-year-old side of Avent Park which was built in 1997. Our oldest play ground is Stone Park which has been there for over 36 years and is in bad need of replacement. Rivers Hill and the Skate Park was built around 2009. Price Hill, Bailey Branch, and Garden Terrance was built around 2015. Looking at the APA (American Planning Association) and the NRPA (National Recreation and Parks Association), who recommend one park per 2,386 residents.

City Pool:

The Oxford City Pool has had great numbers this summer with one Saturday reaching 673 participants. Everyone is loving the renovation of the pool with the slide being a major attraction for patrons of all ages. The pool opened with 11 life guards and now we are at 24 life guards, with debriefings at the end of every day to discuss and learn from the new challenges presented every day. Pool Operations are running smooth, the most recent project being the installation of the 4 permanent awnings.

Month	Year	Total Revenue from Sports Connect	Paid out by Docket	Profit/Loss
October	2024	$20,678.35	$51,366.63	-$30,688.28
November	2024	$24,251.08	$19,196.41	$5,054.67
December	2024	$34,100.84	$26,417.51	$7,683.33
January	2025	$104,168.18	$41,053.97	$63,114.21
February	2025	$71,506.41	$68,130.57	$3,375.84
March	2025	$29,576.29	$42,672.89	-$13,096.60
April	2025	$116,199.31	$50,130.42	$66,068.89
May	2025	$40,959.62	$42,716.52	-$1,756.90
June	2025	$75,618.22	$30,549.41	$45,068.81
July	2025			
August	2025			
September	2025			
FY 24/25 Totals		$517,058.30	$372,234.33	$144,823.97

3rd Quarter Financial Report 2024-2025

		Apr-25		May-25		Jun-25
OPC Activity Fund						
Beginning Balance	$	**304,117.42**	$	**342,003.90**	$	**340,354.33**
Total Additions	$	95,144.45	$	62,315.43	$	75,693.92
Total Subtractions	$	58,252.52	$	62,169.18	$	40,317.54
Interest Paid	$	994.55	$	1,204.18	$	1,200.11
Ending Balance	$	**342,003.90**	$	**340,354.33**	$	**376,930.82**
OPC Blue Sombrero						
Beginning Balance	$	**5,919.02**	$	**28,698.82**	$	**29,653.47**
Total Additions	$	97,726.21	$	40,965.09	$	61,612.93
Total Subtractions	$	75,090.00	$	40,102.00	$	50,158.00
Interest paid	$	143.37	$	91.56	$	108.17
Ending Balance	$	**28,698.82**	$	**29,653.47**	$	**41,216.57**
OPC Facebook	$	2,328.82				
Beginning Balance	$	-	$	**2,336.48**	$	**2,344.42**
Total Additions	$	-		$0.00	$	-
Total Subtractions	$	-		$0.00	$	-
Interest Paid	$	7.66	$	7.94	$	7.71
Ending Balance	$	**2,336.48**	$	**2,344.42**	$	**2,352.13**

Cash on hand July	$	**420,499.52**

FungoMan FM-DPM Machine Purchase Agreement

This Purchase Agreement ("Agreement") is entered into on [Date] by and between:

Seller:	*Buyer:*	*Product Details:*
FungoMan, LLC 506 Business Pkwy Richardson, TX 75081 318-775-0000 info@fungoman.net	mTrade Park 4259 Old Sardis Road Oxford, MS 38655 662-638-0057 clay@mtradepark.com	Product: FungoMan Machine Model: FM-DPM, FM-250 Quantity: 1 FM-DPM, 1 FM-250

Payment Terms:

1. The total purchase price for the FungoMan Machine(s) is $39,908.00, payable as follows:

- A 75% down payment of $29,931.00 is due upon the execution of this Agreement.
- 25% Remaining Balance of $9,977.00 is due at the time of Shipping
- Freight cost shall be quoted, invoiced 2 weeks before the scheduled ship date

Delivery:

1. The Seller agrees to deliver the FungoMan Machine(s) to the Buyer at the following location: [4259 Old Sardis Road, Oxford, MS 38655].

2. The estimated ship date is 22 weeks from the time of purchase order.

3. Any delivery delays will be communicated promptly to the Buyer.

Ownership:

1. Ownership of the FungoMan Machine(s) shall pass to the Buyer upon full payment.

Cancellation:

1. The Buyer may cancel this purchase at any time before delivery, subject to the following cancellation fees:
   a. If canceled within [49] days of the execution of this Agreement, a cancellation fee of [10%] of the total purchase price shall apply.
   b. If canceled after [49] days of the execution of this Agreement, the cancellation fee shall be [20%] of the total purchase price.
   c. The cancellation fee shall be deducted from any amounts already paid by the Buyer, and any remaining balance shall be refunded to the Buyer within [49] days of cancellation.

Governing Law:

1. This Agreement shall be governed by and construed in accordance with the laws of Louisiana.

Entire Agreement:

1. This Agreement represents the entire understanding between the Seller and Buyer and supersedes all prior negotiations, understandings, and agreements.

Execution:

By signing below, the Seller and Buyer acknowledge their acceptance of the terms and conditions of this Agreement.

Seller's Signature: _____ *Date:* 08/08/2025
(Signatory Name)

Buyer's Signature: _____ *Date:* _____
(Signatory Name)

COMMERCIAL SALE AGREEMENT

This Sale Agreement (the "Agreement") has been executed on: **(8/7/25)**, the ("*Contract Effective Date*") by and between:

A. **mTrade Park**
4259 Old Sardis Rd.
Oxford, MS 38655

and

B. **InMotion Systems, LLC. ("HitTrax")**
24 Kendall Drive
Westborough, MA 01581

Buyer and HitTrax, for the considerations set forth, agree as follows:

1. SUBJECT OF THE CONTRACT:

Item 1: HitTrax Suite Cage(s) include: Suite Base Package, Suite Pitching Machine Package, Suite Projector Package, Suite Cage Infrastructure Package, Netting Package, Batting Mat, On-Site Installation and Staff Training, and Suite Software License. ***Appendix A.***

Item 2: Annual License for use of the HitTrax Suite software and rights for use of MLB logos and trademarks. The annual license fee for each site is dependent on the number of Suites installed at the location. Separate terms for use of the MLB license may be applicable and fall outside of this Agreement. ***Appendix B.***

All items outlined above shall be provided by HitTrax.

2. THE CONTRACT DOCUMENTS:

The Contract Documents consist of:

(a) this *Agreement*

(b) the approved HitTrax Pro Forma Invoice ("Pro Forma Invoice")

The Contract Documents represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, or agreements, whether written or oral.

3. CONTACT PERSONS:

HitTrax person(s) responsible for project execution and management:

Name and surname:	Bobby Pease	**Name and surname:**	Dominic Zaher
E-mail address:	bpease@hittrax.com	**E-mail address:**	dzaher@hittrax.com
Phone number:	1-774-563-8260	**Phone number:**	1-508-423-3907

Buyer person(s) responsible for project execution and management:

Name and Surname:	Clay Brownlee	**Name and Surname:**	
E-mail address:	clay@mtradepark.com	**E-mail address:**	
Phone number:	1-662-638-0057	**Phone number:**	

4. PROJECT TIMELINE and PROJECT EXECUTION SLOT:

HitTrax will secure the following project execution slot(s) as follows:

Project Milestone	HitTrax	Buyer
Start of Production of Goods:	**Date of Receipt of Down Payment & Signed Agreement**	-
Completion of Produces Goods:	**No longer than 16 weeks from order or at discretion of Buyer**	
Shipment of Goods:	**Immediately following completion or at direction of Buyer**	-
On-Site Installation Start:	**Agreed upon date as we approach shipment**	-

*CED – *Contract Effective Date* ***(see top of the document).***

If payment schedule is not met and/or the ***Buyer*** does not provide project relevant information within the agreed time frame, ***HitTrax*** and the ***Buyer*** shall agree on an alternative project execution slot/execution date(s).

5. PAYMENT SCHEDULE:

Buyer agrees to pay ***HitTrax*** due according to the following payment schedule:

☐ The Pro Forma Invoice, dated _**(Month/Day/Year)** _ as follows:

Event:	Amount Due:	Due Date:
Order Confirmation:	50% or $**Amount** (USD)	**(Immediately to place order)**
Before Shipment of Goods:	50% or $**Amount** (USD)	**-**
Annual Licensing Fee:	**See *Appendix A.***	**Paid for at installation via CC or invoice to company**

Bank charges (commission, etc.) associated with holding payment for the goods and equipment delivered, shall be borne by the ***Buyer***. All prices are quoted exclusive of taxes, tariffs, duties, and other governmental assessments (collectively, "taxes"). If payment schedule is not met and/or the ***Buyer*** doesn't provide project relevant information within the agreed time frame, ***HitTrax*** and the ***Buyer*** shall agree on an alternative project execution slot/execution date(s).

6. SHIPPING AND DELIVERY:

a. The goods and equipment according to the Contract are to be supplied on the conditions of _ **(FedEx and/or RL Carriers)**
b. Title in the goods remains with ***HitTrax*** until payment in full is received. Risk passes to the ***Buyer*** from the moment of transfer of the goods to the carrier.
c. The ***Buyer*** agrees to pay the import duty and any other local Taxes & Charges relating to the customs clearance process the same day its requested from the customs broker to avoid any delivery delays.

7. **SHIPPING AND DELIVERY TERMS:**

1) ***All the prices in Pro Forma invoice are an estimated amount at the time of the contract. Transit costs are quoted to last a 30-day window. These numbers are subject to change at the time of shipment and any significant changes will be reflected in a final invoice.***

2) ***Title to all goods and equipment subject hereto shall pass to Buyer upon payment of the total sum due.***

8. **ALTERATIONS & ADDITIONAL INVOICES:**

Any changes, modifications or deviations from the *Confirmed Concept design*, this Agreement, and/or the Contract Documents requested and/or required after execution of this Agreement will not be approved absent a written purchase order executed by the ***Buyer*** and ***HitTrax***, which may result in issuance of a subsequent invoice from ***HitTrax*** or a third party to provide the adequate and necessary materials for proper completion of the project. All such purchase orders shall become a part of this Agreement and the Contract Documents. ***Buyer*** assumes all responsibility to satisfy subsequently issued invoices. In the event ***HitTrax*** must issue a subsequent invoice, ***Buyer*** agrees to satisfy such an invoice within 15-days of its receipt, but not later than ***Before Shipment of Goods***.

9. **TECHNICAL INPUT DATA DISCLAIMER:**

Buyer warrants and assumes all responsibility for the delivery, adequacy, accuracy and/or sufficiency of the field-measured drawings and technical input data incorporated into this Agreement and represents and warrants they have been approved by ***Buyer's*** architect. ***HitTrax*** expressly disclaims any liability arising out of any claim that ***HitTrax*** failed to ascertain and/or report any error or omission in the drawings.

10. **THIRD PARTY LIABILITY:**

Buyer and HitTrax understand ***Buyer*** may hire and/or retain the services of individuals and/or entities which are not under the direction or control of ***HitTrax***, including, but not limited to, contractors, equipment vendors/installers, architects, engineers, space planners and/or interior decorators. In the event ***Buyer*** directly contracts, hires, employs, or retains any third party to perform any work or furnish any services whether related or unrelated to the equipment provided by ***HitTrax*** under this Agreement, the Parties expressly agree ***HitTrax*** shall not be liable for any claimed or incurred damages whatsoever which were or which may have been caused, directly or indirectly, by any said third party.

11. **EQUIPMENT INSTALLATION:**

HitTrax will provide the labour necessary to supervise the installation of all the purchased equipment.

a. ***HitTrax*** will provide the right number of labourers for the supervision of installation, whether by contract or otherwise, ***HitTrax*** shall have the sole discretion to retain such labourers from any source of its choosing. ***HitTrax*** shall carry out equipment installation and shall provide organisational support and installation supervision services. ***HitTrax*** agrees that the amount agreed for such labour and all installation costs is already included in the total price.

b. ***HitTrax*** will also provide a team of skilled workers for the whole period of the installation who will work under the supervision of ***HitTrax***. Such workers will have contractual relationship with ***HitTrax***. ***HitTrax*** will also provide – based on Installation manual - the work equipment (tools, machines) for installation and shall bear all the cost for it. Instructions for the installation preparation shall be accepted by the ***Buyer*** at least 14-days before the start of the installation. Failure to meet these terms may result in the rescheduling of On-Site Installation.

12. **TAXES:**

All prices are quoted exclusive of taxes, tariffs, duties, and other governmental assessments (collectively, "taxes"). Any taxes which ***HitTrax*** may be required to pay or collect, through assessment or otherwise, under any existing or future law with respect to the sale, purchase, delivery, transportation, exportation, storage, processing, use or consumption of any goods or services to, by, or for ***Buyer***, including, without limitation, taxes upon or measured by receipts from sales or services, shall be for the account of ***Buyer*** and shall be paid by being added to the price of such goods or services and included in the remaining **10% balance (*"Before On-Site Installation").***

13. **INSPECTION OF EQUIPMENT & CLAIMS:**

HitTrax warrants that all goods and equipment supplied hereunder will be of satisfactory quality, free from defects and fit for the intended purpose. Moreover, ***Buyer*** shall inspect all goods and equipment upon delivery of such goods and have the right to reject the goods and equipment within 7-calendar days from the date of delivery. The ***Buyer*** shall notify ***HitTrax*** and send quality photograph(s) of the Good(s) of inadequate quality with the pallet

marking, the Good(s) itself with the image enlargement sufficient to deal with the defect, and the inscription on the marking, as well as written statement(s) with detailed description(s) of the defect detected, the number of defects and the price of the defective goods and claim amount. If the rejection of goods and equipment is justifiable, ***HitTrax*** shall arrange for the return of such items at no expense to ***Buyer***. ***HitTrax*** shall send replacement Good(s) to ***Buyer*** in a timely manner from the time of notice. The ***Buyer*** has the right at his own expense to ensure the presence of his representative (including an independent inspector) during the transfer of the goods to the carrier to check the quantity and quality of the shipped goods. The absence of claims on the part of the ***Buyer*** at the time specified is confirmation that the ***Buyer*** has received the goods of the appropriate quality.

14. HARDWARE WARRANTY:

a. Hardware warranties begin once Good(s) have been delivered to ***Buyer*** and are covered for a duration of 12 consecutive calendar months ***("warranty period")*** pursuant that the following conditions are satisfied by all parties:

b. Where Good(s) have been provided by ***HitTrax*** and are found to be defective within the warranty period, ***HitTrax*** shall repair and/or replace defective Good(s) free of charge for a period of 12-months.

c. The ***Buyer*** notifying ***HitTrax*** in writing immediately upon the defect becoming apparent.

d. The defect being due to the faulty design, materials, or workmanship.

e. Any Goods to be repaired or replaced shall be returned to the Company at the ***Buyers*** expense, if so, requested by ***HitTrax***.

f. ***HitTrax*** shall be entitled in its absolute discretion to refund the price of the defective Good(s) if such price has already been paid.

g. ***This warranty does not cover abuse, misuse resulting in damage(s), or neglect from Buyer including failure to maintain a clean and controlled environment.***

- ***THE PARTIES AGREE WEARING PARTS AND MAINTEANCE ITEMS ARE EXCLUDED FROM THIS WARRANTY.***

15. LIMITATIONS OF REMEDIES:

Buyer's exclusive remedies with respect to any goods furnished by ***HitTrax*** which are found to be defective or otherwise not in conformity with any warranty or any invoice within the warranty period shall be limited to, at ***Buyer's*** sole option: either **(1)** replacement of any defective or non-conforming Good(s) (pursuant to SECTION 13), **(2)** a credit to ***Buyer's*** account for so much of the purchase price as related to any defective or non-conforming Good(s), or **(3)** a one-time extension to ***Buyer*** hardware warranty for any defective or non-conforming Good(s) at the discretion of ***HitTrax***.

16. LIMITATIONS OF LIABILITY:

Under no circumstances shall the Parties be liable to each other for any special, punitive, incidental, or consequential damages, or for any claims for lost or impaired profits.

17. GOVERNING LAW:

Any dispute which may arise out of this Agreement shall be resolved by the Parties in an amicable way by means of negotiation, through exchange of correspondence sent via e-mail, improvement of the accuracy of terms or conditions hereof, making necessary memorandums, amendment, or addendum to the Agreement or by any other means.

If Parties certify impossibility to achieve mutually acceptable decision on specific disputes arising out of or in connection with the present Agreement, then these shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in New York City, New York, by three arbitrators appointed in accordance with said Rules. The Parties hereby expressly waive any rights to any other jurisdiction to which the Parties may now or in the future be entitled to for reason of their present or future domiciles or for any other reason.

18. FORCE MAJEURE:

Neither party shall be liable to the other for any delay or failure in performing its obligations under this Agreement to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable ("Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, strike, embargoes, or industrial disturbances.

19. INDEMNITY:

- ***Buyer*** shall defend and indemnify ***HitTrax*** against all claims, demands, liens, damages, causes of action, liabilities, losses, costs, or expenses of any and every manner, directly or indirectly, from the alleged negligent acts and/or omissions of ***Buyer*** or attributed to ***Buyer***.
- ***HitTrax*** shall defend and indemnify ***Buyer*** against any and all claims, demands, damages, causes of action, liabilities, and/or losses, costs, or expenses of any and every nature whatsoever arising in any manner, directly or indirectly, from any allegations of product defects, negligence relating to the manufacturing of the Good(s) and equipment subject hereto, failure to properly perform ***HitTrax*** obligations hereunder, breach of warranty relating to the Good(s) and equipment subject hereto or from the alleged negligent acts and/or omissions of ***HitTrax***.

20. NOTICES:

All notices under this Agreement shall be in writing and shall be delivered by e-mail, hand delivery, or certified mailing. Notices shall be effective upon actual receipt. Refusal to accept delivery or inability to deliver because of change of address of which no notice was given shall be deemed the equivalent of delivery. Notices shall be delivered to the address of a party as set forth below in this Agreement or to such other address as either party may notify the other.

21. ASSIGNMENT:

Neither party may assign this Agreement without the written consent of the other party.

22. FINANCE CHARGE:

Buyer understands and agrees that ***HitTrax*** shall be entitled to a finance charge of the lesser of **1.0% per month** on all amounts owed pursuant to the Invoice which remain unpaid for 30-days after the date such Invoice payment falls due.

23. STORAGE FEE:

HitTrax shall notify ***Buyer*** when any of the equipment is ready for delivery and shall ship such equipment to ***Buyer*** within 15-days of such notice. If ***Buyer***, for any reason, declines or delays shipment after receiving such notification, ***HitTrax*** is entitled to assess a storage fee of $250.00 (USD) per week / container (=76 cu. m. = 2.700 cu. ft.) after the seventh day of such notice as fair and reasonable compensation for the time and expense associated with additional storage of any such equipment.

Buyer is not responsible for any storage fee until given approval of shipment.

24. CHANGE ORDERS AND RESTOCKING FEES:

Once an order is placed neither ***HitTrax*** nor ***Buyer*** shall make any changes in the work without issuance of a written change order that is first executed by both ***HitTrax*** and ***Buyer.*** Both parties must obtain written change orders or, at a minimum, email authorization of specific changes in the work **BEFORE** proceeding with any additional work or variations.

In the event of a change order, pursuant to the above paragraph, ***HitTrax*** reserves the right, at their sole discretion, to charge a change order fee equal to the amount of the additional labour or materials necessary to fulfil the change order agreement. Where necessary, production schedule, shipping schedule, or delivery schedule shall be revised and updated per this agreement.

HitTrax reserves the right, at their sole discretion, to impose a 25% restocking fee for change orders that invalidate this agreement.

25. WAIVER OF RELIANCE:

Buyer and ***HitTrax*** represent they have the capacity to execute this Agreement, and by their signatures below, agree to the terms of this Agreement and the Contract Documents. ***Buyer*** and ***HitTrax*** further represent they have read this Agreement and the Contract Documents in their entirety, understand their implications, and have had an opportunity to review them with counsel of their own choosing. ***Buyer*** and ***HitTrax*** agree and represent that no promise or agreement has been made which is not contained in this Agreement or the Contract Documents, and that the Parties are not relying upon any statement or representation of their respective agents in executing this Agreement.

26. INTELLECTUAL PROPERTY:

Any writing, invention, design, system, process, or development, strategy, or discovery conceived, developed, created, or made by ***HitTrax*** which is provided to the ***Buyer*** in furtherance of performing under this Agreement, whether patented, registered, copyrighted, or otherwise, is the sole and exclusive property of ***HitTrax***. Buyer shall not disclose any of this information to any third parties absent ***HitTrax*** written consent and further agrees to take reasonable efforts to keep any such information it may receive from ***HitTrax*** confidential. ***Buyer*** further agrees it shall not use or implement any of this information to build, develop, market, sell, or create any like or similar products with another individual or entity of like or similar business to that of ***HitTrax***. Further, ***HitTrax*** shall not disclose any proprietary information belonging to the ***Buyer*** not already known or disclosed to ***HitTrax***, including, but not limited to venue attractions and its components designs and layouts, trade information, designs, any information ***HitTrax*** learns from ***Buyer***, or other similar information ("Buyer's IP") to any third parties absent ***Buyer's*** written consent, and further agrees to take reasonable efforts to keep any such information it may receive from ***Buyer*** confidential. The intellectual property rights in Buyer's IP shall remain the property of ***Buyer*** and shall not transfer to ***HitTrax***. ***HitTrax*** has the right to use public information for its own promotional purposes.

27. ENTIRE AGREEMENT

This Agreement, including the above referenced Contract Documents, represents the entire agreement of the parties and supersedes any prior agreements on this matter. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement the terms or conditions of this Agreement shall be binding unless hereafter made in writing and signed by the parties to be bound, and no modification shall be affected by the acknowledgement or acceptance of any forms containing terms or conditions at variances with or in addition to those set forth in this Agreement. This Agreement may be amended or modified only by a written agreement executed by the Parties. Time is of the essence in the performance of all obligations hereunder.

BUYER:	**HitTrax:**
mTrade Park **4259 Old Sardis Rd.** **Oxford, MS 38655**	**InMotion Systems, LLC.** **24 Kendall Drive** **Westborough, MA 01851**

_____ represented by

_____ Sign & Date

_____ represented by

_____ Sign & Date

Appendix A
Proforma Invoice (Attached separately)

Appendix B

The use of the HitTrax Suite software requires an active, valid license. Each individual system must be licensed separately to access and use system features, including but not limited to Leaderboards, Gaming Modules, HitTrax and MLB Trademarks.

An **Annual Licensing Fee** shall be due and payable upon the completion of installation. Payment may be made via HitTrax-issued invoice or credit card. To maintain uninterrupted access, the Annual Licensing Fee will be invoiced and charged on a recurring annual basis.

Failure to remit payment within thirty (30) days of the invoice due date shall result in automatic suspension and/or termination of software access.

Licensing fees are based on the total number of HitTrax Suites licensed under the account and are assessed as follows:

1 Suite: $5,000
2–3 Suites: $10,000
4–5 Suites: $15,000
6 or more Suites: $20,000

FUNGOMAN
PRECISION SPORTS ROBOTICS

Company Address	506 Business Pkwy Richardson, Texas 75081 United States
Phone	(318) 755-0000
Email	daniel.cucjen@fungoman.net
Fax	(318) 759-0335

Created Date	8/7/2025
Expiration Date	8/21/2025
Quote Number	00013428
Owner Name	Daniel Cucjen
Contact Name	Clay Brownlee
Phone	662-816-1444
Email	clay@mtradepark.com
Ship To Name	mTrade Park
Ship To	4259 Old Sardis Rd Oxford, MS 38655

Product	Quantity	Sales Price	Discount (Percentage)	Subtotal
FM- DPM Dual BB/SB Pitching Machine	1.00	$19,295.00		$19,295.00
FM- DPM 1-YR Full Coverage Customer Care Package	1.00	$1,199.00		$1,199.00
FM- DPM 1-YR Software License	1.00	$199.00		$199.00
FM- DPM Installation and Calibration	1.00	$800.00		$800.00
FM-250 Automated Baseball Practice Machine	1.00	$15,000.00		$15,000.00
FM-250(S) 1-YR Full Coverage Customer Care Package	1.00	$1,000.00	100.00%	$1,000.00
FM-250(S) Deluxe Software License 1-Year	1.00	$25.00		$25.00
FM-250(S) FungoMan Pitching Screen	1.00	$350.00		$350.00
FM-250(S) Manual Controller	1.00	$695.00		$695.00
FM-250(S) Standard 12 Gauge Custom Ext Cord	1.00	$0.00		$0.00
FM-250(S) Standard Software License	1.00	$0.00		$0.00
FM-250(S) Wireless Controller Motorola Moto G Play	1.00	$695.00		$695.00
FM- Travel Fee	1.00	$1,650.00		$1,650.00

Subtotal	$40,908.00
Total Price	$39,908.00
Grand Total	$39,908.00

SHIPPING & HANDLING TBD

HitTrax

	InMotion Systems, LLC 24 Kendall Drive Westborough, MA 01581 Phone: (508) 353-3756	**Quotation**
		Quote Number: **080125008BPS**
		Date: **Friday, August 1, 2025**
		Quote Valid Until: **September 1, 2025**
mTrade Park		**Clay Brownlee**

Quote Summary

Hardware

PART #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
HTRX200SW	HitTrax Suite Base Package ***(See page 2 for full details)***	**1**	$44,750.00	$44,750.00
HTRXBR-2	HitTrax Suite Automated Ball Retrieval System ***(See page 2 for details)***	**1**	$8,750.00	$8,750.00
HTRXCI-P	HitTrax Suite Cage Infrastructure Package: ***(See page 2 for full details)***	**1**	$13,750.00	$13,750.00
HTRXTRF	HitTrax Suite Netting, Turf & Batting Mat Package: **(See page 2 for full details)**	**1**	$6,500.00	$6,500.00
HTRX200SW	HitTrax Pro Base Package ***(See page 2 for full details)***	**1**	$15,545.00	$15,545.00

Software

PART #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
HTSLNS	HitTrax Suite License ***(See Software Terms & page 2 for full details)***	**1**	$5,000.00	--
HTPLNS	HitTrax Pro License ***(See Software Terms & page 2 for full details.***	**1**	***(See Terms)***	TBD

Installation and Training

PART #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
OSINS	Onsite Installation: All Expenses Included, 2-3 Reps 2-3 days, Subject to Change	**1**	$8,750.00	$8,750.00

Hardware:	$89,295.00
Software:	***(See Terms)***
Subtotal:	$89,295.00
Installation:	$8,750.00
EST Shipping: **(See Terms)**	$4,525.00
Total (USD):	$102,570.00
50% Down Payment Due	**$51,285.00**

PAYMENT TERMS:

- Signed Purchase Order and 50% required to secure order. Full balance required prior to shipment. Estimated lead time is about 3-4 months from order as of today's date.
- Shipping Estimates are subject to change depending on time of order and shipment. HitTrax will provide an accurate estimate as soon as final hardware & destination address are determined.
  - **Final shipping charges will be reflected on the final invoice if any differences in our cost at time of order**
- Remaining Balance due PRIOR TO SHIPMENT. Must receive payment to release hardware.
- Any hardware changes or requests after down payment are subject to a restocking fee.

Warranty Information	SOFTWARE TERMS;
• Twelve (12) Month HitTrax hardware warranty from date of installation. • Twelve (12) Month FungoMan Pitching Machine Full Hardware Coverage. • Twelve (12) Month MSI manufacturer's warranty. ○ **External Damage not covered.**	HitTrax Suite requires an active license. Fees for 1 Suite is charged annually at $5,000.00. The Licensing Fee shall be due on the day of installation and payable by company invoice or credit card. This will be billed & charged annually or monthly to continue the use of the Suite software. Failure to pay within a 30-day grace period will result in termination of software. The Pro Subscription ranges in options and will be worked out at installation as well. Please refer to the Pro Price List for options.

Thank you for choosing InMotion Systems

Product Sheet

Suite Hardware

PART #	ITEM	DESCRIPTION	UNIT PRICE
HTRX200SW	**HitTrax Suite Base Package**	Includes: • High Impact HitTrax Tracking Sensor & Mounting Bracket • (1) MSI Creator PC & Touch Screen, 24" • HitTrax Suite Kiosk • HitTrax Smart Plate • Custom Build Integrated FungoMan Pitching Machine. • (1) Baseball Throwing Head **OR** (1) Softball Throwing Head. • 6-dozen Featherlite Baseballs **OR** 5-Dozen Featherlite Softballs. • High-Impact Custom Projector Screen w/ Premium Skrim Siding • (1) Overhead & (2) Side IFR Light-Blocking Screens. • 7000-Lumen Laser Projector & Custom Mounting Tray • All Hardware, Cabling, and Adapters included	$44.750.00
HTRX200SW	**HitTrax Pro Base Package**	Includes: • High Impact HitTrax Frame • HitTrax overhead mounting bracket & Lexan enclosure • Infrared High-Speed Cameras & LED Sources • (1) MSI AIO Touch Screen, 24" • HitTrax Kiosk	$15,545.00

HTRXCI-P1	**HitTrax Suite Cage Infrastructure Package**	Includes: • Black Powder Coated Steel Batting Cage Frame • 2 x 2 x .083 Square Tubing (30'L x 15'W x 11'H) • Custom designed to properly secure all hardware in Suite Base Package	$13,750.00
HTRXNT-P	**HitTrax Suite Netting & Turf Package**	Includes: • Netting – 42oz. • Black Batting Mat (6'L x 12'W) • Black Turf Flooring (30'L x 15'W)	$6,500.00
HTRXE-2	**Elevator Ball Retrieval System**	Includes: • Conveyor dimensions: (80" L x 5.5" W 7.5" H) • Elevator column dimensions: (9.25" D x 5.5" W x 80" H) • Synaccess Power Distribution Control Box • Elevator and Conveyor Gear Motos and External Fans	$8,750.00
HTRXBP-5	**HitTrax Suite Bat Package**	Includes: • 5 Marucci Metal Bats (Choose sizes and weights)	$1,650.00
Suite Software			
PART #	**ITEM**	**DESCRIPTION**	**ANNUAL LICENSE FEE**
HTSLNS	**HitTrax Suite License**	• Subscription fees charged separately from hardware fees. • Subscription must be active to use System and Gaming Modules. • Gaming Modules include Batting Practice, Point Game, Home Run Challenge, and Team Battle. • Fee includes MLB Licensed Stadiums and Trademarks, Tech Support, and Software Upgrades. • Can be billed annually or monthly	1 SUITE: $5,000 2-3 SUITES: $10,000 4-5 SUITES: $15,000 6 OR MORE: $20,000

- Telephone number of operators.

Questions regarding opening burning should be directed to the Mississippi Department of Environmental Quality, North MS Field Services, 8 County Road 413, Oxford, MS 38655, phone (662) 234-3733 or to the Oxford Fire Department, 399 McElroy Drive, Oxford, MS 38655, phone (662) 232-2411.

(Ord. No. 2019-1, § I, 1-2-2019)

Secs. 38-7—38-24. Reserved.

ARTICLE II. TECHNICAL CODES[2]

DIVISION 1. GENERALLY

Secs. 38-25—38-51. Reserved.

DIVISION 2. FIRE PREVENTION CODE

Sec. 38-52. Adoption; certification and filing; penalty for violation.

(a) Code adopted. As authorized by MCA 1972, § 21-19-25, the International Fire Code, 2024 ~~2018~~ edition, and all appendices thereto, is hereby adopted as the official fire prevention code of the city, excluding the portion of the code pertaining to the requirement of sprinkler systems in residential townhomes.

(b) A copy of such code shall be certified by the mayor and city clerk and filed as a permanent record in the office of the city clerk. Current amendments shall be maintained in the office of the city clerk.

(c) Unless otherwise provided herein, any person, firm, partnership, corporation or association violating any of the provisions of such code shall be fined not more than $1,000.00 or sentenced to not more than six months in jail, or both. Each day a violation continues shall be deemed a separate offense.

(Code 1968, § 10-12; Ord. of 5-23-1967, §§ 1, 4; Ord. of 6-4-1968, § 1; Ord. No. 1971-13, § 1, 9-7-1971; Ord. No. 1974-5, §§ 1, 2, 8-6-1974; Ord. No. 1976-5, §§ 1, 2, 5-4-1976; Ord. No. 1980-9, §§ 1, 2, 8-19-1980; Ord. No. 1984-13, §§ 1, 2, 10-2-1984; Ord. No. 1985-8, §§ 1, 2, 7-16-1985; Ord. No. 1992-13, §§ 1, 2, 11-3-1992; Ord. No. 1995-2, § 1, 1-3-1995; Ord. No. 1998-28, § 1, 11-17-1998; Ord. No. 2013-4, 2-19-2013; Ord. No. 2014-5, § I, 3-4-2014; Ord. No. 2018-24, 12-18-2018)

Sec. 38-53. Enforcement of code.

The fire prevention code shall be enforced by the chief of the Oxford Fire Department or his designee or appointee. Such designation or appointment shall be made in writing and a record of such current designee(s) or appointee(s) shall be maintained by the Oxford Fire Department.

[2]State law reference(s)—Enacting fire regulations, MCA 1972, § 21-19-21; adoption of technical codes, MCA 1972, § 21-19-25.

(Code 1968, § 10-13; Ord. No. 2013-4, 2-19-2013; Ord. No. 2014-5, § I, 3-4-2014; Ord. No. 2018-24, 12-18-2018)

Sec. 38-54. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Chief of the bureau of fire prevention or *bureau of fire prevention* means the chief of the fire department.

Corporation counsel means the city attorney.

Pyrotechnic composition means a chemical mixture that produces visible light displays or sounds through a self-propagating, heat-releasing chemical reaction which is initiated by ignition.

Pyrotechnic special-effect material means a chemical mixture used in the entertainment industry to produce visible or audible effects by combustion, deflagration or detonation. Such chemical mixture predominantly consists of solids capable of producing a controlled, self-sustaining and self-contained exothermic chemical reaction that results in heat, gas, sound, light or a combination of these effects. The chemical reaction functions without external oxygen.

(Code 1968, § 10-14; Ord. No. 2013-4, 2-19-2013)

Sec. 38-55. Modifications.

The chief of the fire department shall have the power to modify any provision of the code hereby adopted upon application in writing by the owner, the lessee or the duly authorized agent of either, when there are practical difficulties in the way of carrying out the strict letter of the code, provided the spirit of the code shall be observed, public safety secured and substantial justice done. The particulars of such modifications when granted or allowed and the decision of the chief of the fire department thereon shall be entered upon the records of the department and copies of said particulars and decision shall be signed by the chief of the fire department and furnished to the applicant and to the mayor and board of aldermen.

(Code 1968, § 10-15; Ord. No. 2013-4, 2-19-2013)

Sec. 38-56. Appeals.

Whenever the chief of the fire department shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the chief of the fire department to the mayor and board of aldermen within 30 days from the date of the decision which is appealed from.

(Code 1968, § 10-16; Ord. No. 2013-4, 2-19-2013)

Sec. 38-57. Time to cure violation.

Unless otherwise provided, any person, firm, partnership, corporation or association violating any provisions of said code, other than provisions included in section 38-58, shall be given 30 days to correct said code violation. If violation continues after this period, written notification shall be given of the continuing violation, and an additional 14 days to correct shall be granted.

(Ord. No. 2014-5, § I, 3-4-2014)

Editor's note(s)—Ord. No. 2014-5, § I, adopted March 4, 2014, in effect repealed the former § 38-57, and enacted a new § 38-57 as set out herein. The former § 38-57 pertained to penalty for violation and derived from the Code of 1968, § 10-17; and Ordinance May 23, 1967, Ord. No. 1974-5, adopted August 6, 1974; Ord. No. 1980-9, adopted August 19, 1980 and Ord. No. 2013-4, adopted February 19, 2013.

Sec. 38-58. Specified penalties certain hazards.

Notwithstanding the provisions of section 38-57, the penalty for violating the following provisions of International Fire Code, as adopted herein, shall be as follows, and immediate citations may be issued, in the discretion of the fire chief and his certified code and/or law enforcement officer designee(s):

I.F.C. 2024 ~~2012~~, 505.1
Street Address Not Posted or Not Visible$50.00

I.F.C. 2024 ~~2012~~, 703.1
Breach in Fire Wall/Fire Stops$50.00

I.F.C. 2024 ~~2012~~, 1010.1.3 and 1010.2 ~~703.2~~
Fire/Exit Door Inoperative$200.00

I.F.C. 2024 ~~2012~~, 901.6 and 110.2
Sprinkler/Standpipe/Alarm System Needs Testing$50.00

I.F.C. 2024 ~~2012~~, 901.6-7 and 901.9
Sprinkler/Standpipe or Fire Alarm Inoperable$200.00

I.F.C. 2024 ~~2012~~, 901.7.6 and 901.9 ~~901.7~~
Notification of Service Termination or Restoration $50.00 Sprinkler/Standpipe/Alarm System Inoperable$50.00

I.F.C. 2024 ~~2012~~, 901.8 and 110.5
Removal of or Tampering with Equipment$500.00

I.F.C. 2024 ~~2012~~, 903.3.3 and 315.3.1
Sprinkler Heads Blocked/Covered$500.00

I.F.C. 2024 ~~2012~~, 901.6 and 110.2
Portable Fire Extinguishers Not Inspected$50.00

I.F.C. 2024 ~~2012~~, 110.6 ~~107.5~~
Overcrowding$500.00

I.F.C. 2024 ~~2012~~, 901.8 ~~901.6~~
Disabled Fire Alarm/Fire Protection System$500.00

I.F.C. 2024 ~~2012~~, 1004.9 ~~1004.3 and 107.5~~
Maximum Occupancy Load Certification Not Visibly Posted$50.00

I.F.C. 2024 ~~2012~~, ~~314.1~~, ~~315.3.2 and 1003.6~~ 315.3.2, 1003.6, and 1032.2.2.1
Storage In or On Fire Escape$500.00

I.F.C. 2024 ~~2012~~, ~~1009, 1003.6 and 315.3.2~~ 315.3.2, 1003.6, 1009.3.2, 1010.1.1

Blocked Stairwells or Stairways$500.00

I.F.C. 2024 ~~2012~~, 1003.6
Blocked Means of Egress$500.00

I.F.C. 2024 ~~2012~~, 1009.10 ~~1006~~
No Required Exit Directional Signs$50.00

I.F.C. 2024 ~~2012~~, 1008.2.3 and 1013.3 ~~1006.1 and 1011.3~~
Exit Illumination and Warning Inoperable$50.00

I.F.C. 2024 ~~2012~~, 1010.2 ~~1008.1.9, 1008.1.9.3, 1008.1.9.8, 1008.1.10~~
Locked Exit Door$500.00

I.F.C. 2024 ~~2012~~, 1010.2 1010.2.2 ~~703.2.2, 703.2.3, and 1008.1.10~~
Exit or Egress Door Needs Repair$50.00

I.F.C. 2024 ~~2012~~, 1003.6 and 1018.1 ~~1008.1.9~~
Fire Exit or Aisle Blocked$500.00

Application; non-waiver. Penalties for each violation may apply to and be assessed against any individual, corporation, association, partnership, trustee, lessee, lessor, agent or assignee found guilty of any such violation. Nothing in section shall in any way limit any remedy, punishment or requirements which may be contained in the International Fire Code or International Building Code or any version of either such code currently adopted by the city. Each day that a violation continues after due notice/citation has been served may be deemed a separate offense.

(Ord. No. 2014-5, § I, 3-4-2014)

Sec. 38-59. Specified penalties for immediate life safety hazards.

Notwithstanding the provisions of section 38-57, the penalty for violating the following provisions of International Fire Code, as adopted herein, considered life safety hazards, shall be as follows:

Three violations of any combination of the following provisions of the IFC within any 12-month period shall result in a fine of $1,000.00 and imprisonment of up to six months.

I.F.C. 2024 ~~2012~~, 901.7, 901.8 ~~901.801~~
Disabled Fire Alarm/Fire Protection System/Removal of or Tampering with Equipment

I.F.C. 2024 ~~2012~~, 110.6 ~~107.5~~
Overcrowding

I.F.C. 2024 ~~2012~~, 1010.2 ~~1008.1.9, 1008.1.9.3, 1008.1.9.8, 1008.1.10~~
Locked Exit Door

I.F.C. 2024 ~~2012~~, 1003.6 and 1018.1 ~~1008.1.9~~
Fire Exit or Aisle Blocked

I.F.C. 2024 ~~2012~~, 1010.1.3 and 1010.2 ~~703.2~~
Fire/Exit Door Inoperative

I.F.C. 2024 ~~2012~~, 1003.6
Blocked Means of Egress

Application; non-waiver. Penalties for each violation may apply to any individual, corporation, association, partnership, trustee, lessee, lessor, agent or assignee found guilty of any such violation. Nothing in this section shall in any way limit any remedy, punishment or requirements which may be contained in the International Fire Code or International Building Code or any version of either such code currently adopted by the city, nor shall it limit in any way prosecution or bringing of suit for the abatement of a nuisance under applicable state statute.

(Ord. No. 2014-5, § I, 3-4-2014)

Sec. 38-60. Specified fees charged for certain inspections.

Fees for inspections requested of and conducted by the fire department for occupancies which require fire department approval for state licensing requirements shall be as follows:

(1) For original inspection of a premises:

Day care centers$75.00

Adult day care centers75.00

Residential board and care homes75.00

Day treatment centers75.00

Institutional occupancies100.00

Alcohol and drug care centers75.00

(2) For annual re-inspections of a premises:

Day care centers$50.00

Adult day care centers50.00

Residential board and care homes50.00

Day treatment centers50.00

Institutional occupancies100.00

Alcohol and drug care centers50.00

(3) When new installations or alterations are complete, requests for inspections shall be made 48 hours in advance and a fee of $50.00 shall be paid to the building department. If the work is not approved, there will be an additional $100.00 fee for a reinspection. This fee will double for each failure going forward.

- Hood suppression system: $100.00. This fee doubles for each failure going forward.
- Fire alarm system: $100.00. This fee doubles for each failure going forward.
- Fire sprinkler system: $100.00. This fee doubles for each failure going forward.
- Elevator inspection: $100.00. This fee doubles for each failure going forward.

(Ord. No. 2014-5, § I, 3-4-2014; Ord. No. 2023-4, § I, 3-21-2023)

Sec. 38-61. Amendments.

Section D105 of the 2018 IFC:

• If providing a 26 ft. aerial fire apparatus access road is not reasonably practicable for proposed developments in the Historic Urban Center, the Oxford Fire Department, in consultation with other city departments, may approve alternative measures that provide an equal or greater level of fire protection.

(Ord. No. 2024-2, § 1, 2-6-2024)

503.1 Where required. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3.

503.1.1 Buildings and facilities. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

Exceptions:

1. The fire code official is authorized to increase the dimension of 150 feet (45 720 mm) where any of the following conditions occur:

- 1.1. The building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.
- 1.2. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.
- 1.3. There are not more than two Group R-3 or Group U occupancies.

2. Where approved by the fire code official, fire apparatus access roads shall be permitted to be exempted or modified for solar photovoltaic power generation facilities.

3. City of Oxford requires the building be equipped throughout with an approved fire alarm system installed in accordance with section 907.6

NFPA 2022 CH 13 8.4.9.1 **Dry Sprinklers** – Where dry sprinklers are connected to wet pipe sprinkler systems protecting areas subject to freezing temperatures, the minimum exposed length of the barrel of the dry sprinkler shall be in accordance with Table 8.4.9.1 (a) or with the following alternatives approved by the City of Oxford:

1. A minimum of 12 inches barrel dry sprinkler head
2. A dry flex sprinkler head
3. A complete dry system

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Secs. 38-62—38-119. Reserved.

ARTICLE III. FIREWORKS AND PYROTECHNIC COMPOSITION[3]

[3]Editor's note(s)—Ord. No. 2013-4, adopted February 19, 2013, amended Art. III, in its entirety to read as herein set out. Former Art. III, §§ 38-120—38-123, pertained to fireworks, and derived from the Code of Code 1968, §§ 19-12.1—19-12.4 and Ord. No. 1978-6, adopted May 2, 1978.

4. Request permission to advertise and conduct a reverse auction for a directional drill boring machine for the OU Electric Division. (Rob Neely)

The OU Electric Division needs a new directional drill boring machine to perform essential construction and service installations. The equipment is needed to replace an aging 2000 boring machine that no longer operates reliably and is expected to cost around $300,000. The machine was included in the FY2026 budget and will be used daily. The process to advertise, conduct a reverse auction and order the months will likely take months depending on manufacture/delivery time. Oxford Utilities would like permission to advertise and begin the process to acquire the machine.

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT

In accordance with City of Oxford Municipal Code, 2008-12, The City of Oxford Police Department does hereby grant the petitioner, permission to hold speaking event on the following date(s), time(s), and location:

102-640. - Fees.

A nonrefundable fee of $25.00 to cover administrative costs of processing the permit shall be paid to the City of Oxford by the applicant when the application is filed.

Name of Applicant: **Diala Chaney**

Address: **101 Charger Loop Oxford, MS 38655**

Telephone: **662-801-2745**
Name of Organization: **Oxford High School Student Council**

Address: **101 Charger Loop**

Telephone: 662-234-1562

Organization Director: **Diala Chaney**

Email: dhchaney@oxfordsd.org

On Site Contact Person: **Diala Chaney**
Name
Telephone: **662-801-2745**

Requested Date(s): **Sunday, September 21, 2025**

Requested Time(s): **6 pm**

Requested Location(s): Oxford Intermediate School around square and back

Type of Event: **OSD Homecoming Parade**

Designation of any Public Facilities and / or Equipment to be utilized:

Detailed Route Information, Start to Finish: Starting at Oxford Intermediate School parking lot, we will take a right out of the parking lot on MLK and walk to

Jackson Avenue. We will take a left on Jackson Avenue and walk to the light. At the light, we will turn right in between St. Peters Church and Rebel Bookstore. We will walk to University Avenue and then turn left. We will then make a left at Abners and walk on the square (the parade will continue as it usually does at that point)- We will walk halfway around the square, turning back down Jackson Avenue and walk past St. Leo and the federal building, back down to turn right on MLK and END at OIS.

Spacing Intervals to be maintained between units of such parade or assembly: ***None***

Area/Width of Street, Sidewalk, or Public Area to be used by event: Expected Number of Participants and/or vehicles, animals, etc.: **40 cars/floats**

Number of expected Spectators: **300**

Assembly Point and time of Participants: **5:15 at parade start location**

Description of any type of recording equipment, signs, banners, attention getting devices to be used for the event:

Special Detail Instructions:

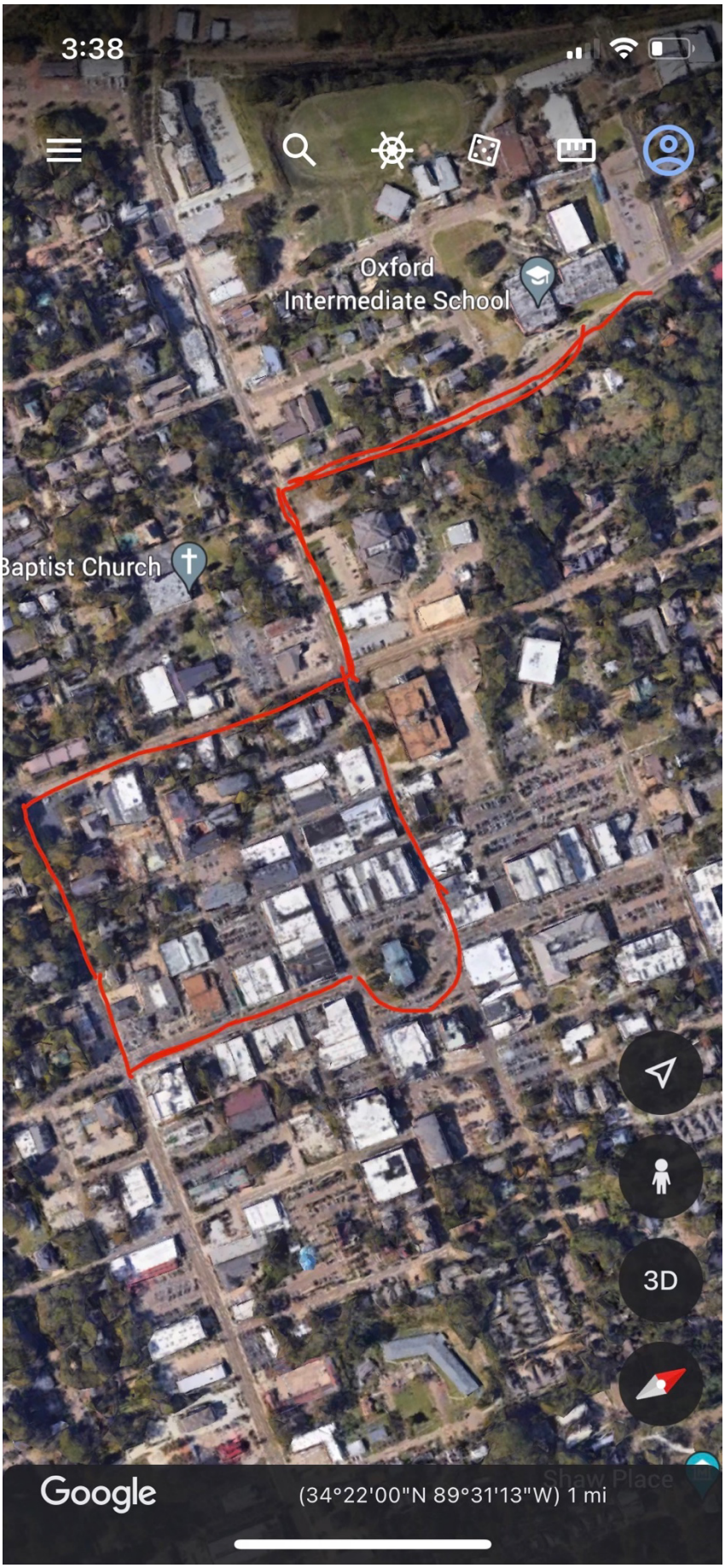
_Diala Chaney_____	____8/4/25__	_9:06 am
Applicant	Date	Time

Permit Approved By:

_____	_____	_____
Chief of Police	Date	Time

Copies To:

___Mayor
___City Attorney
___Fire Chief
___City Engineer
___Other



Attachments:

OXFORD
PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Alderman
From: James Hirsch; Planner I
Date: August 19, 2025
RE: Request approval of a Preliminary Plat for Case #3247, York Developments (Chance Walker) for 'York Flatts', for property located at Anchorage Road (PPIN #6384) (James Hirsch)

The subject property measures a little over ten (10) acres on the north side of Anchorage Road. The applicant proposes a single-lot subdivision, in advance of a site plan currently under review with Staff. The proposed lot complies with the dimensional requirements of Neighborhood Residential (NR).

The Planning Commission unanimously recommended approval of this preliminary plat at the Commission's meeting on August 11, 2025 with the two conditions listed in the staff report.

Recommendation: Staff and the Planning Commission recommend approval of the requested Preliminary Plat for 'York Flatts' with the following conditions:

1. Approval is for the plat as submitted subject to any necessary technical revisions per the Site Plan Review Committee (Planning).

OXFORD
PLANNING
DEPARTMENT

Case #3247

To: Oxford Planning Commission
From: James Hirsch; Planner I
Date: August 11, 2025

Applicant: York Developments (Chance Walker)
Owner: Same
Request: Preliminary Plat Approval for 'York Flatts'
Location: Anchorage Road (PPIN #6384)
Zoning: (NR) Neighborhood Residential

Surrounding Zoning:
North, South, East & West: (NR) Neighborhood Residential

Planning Comments: The subject property measures +/- 10.4 acres on the north side of Anchorage Road and is the larger of two tracts bifurcated by the same. The applicant is requesting a single-lot subdivision, in advance of a site plan currently under review by Staff. The proposed lot complies with the dimensional requirements of Neighborhood Residential. This proposal is merely for ownership purposes and does not grant the developer the ability to commence grading or construction. Covenants will be required at the time of the Final Plat approval.

Engineering Comments: Engineering recommends approval of the preliminary plat for York Flatts.

Recommendation: Staff recommends approval of the requested Preliminary Plat for 'York Flatts' with the following conditions:

1. Approval is for the plat as submitted subject to any necessary technical revisions per the Site Plan Review Committee (Planning).

2. Approval of the Preliminary Plat for 'York Flatts' by the Mayor and Board of Aldermen (Planning).

SMITH WALKER
ENGINEERING & SURVEYING

June 17, 2025

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

RE: York Flats
Anchorage Road
Oxford, MS

Dear Ben,

On behalf of our client York Developments, we are making an application for the Preliminary Plat Review for the above-mentioned project located off Anchorage Road across from Acadia Cottages.

The site is approximately 10.40 acres and is zoned Neighborhood Residential (NR). This development proposes a total of 34 residential condominium dwellings with 19 detached units and 15 attached units. The attached units vary from duplexes to quad-plex's.

Water and sewer exist along Anchorage Road. This project will tie into an existing 12" main (sized from existing records) in the ROW of Anchorage Road. The sanitary sewer will be gravity offsite and will leave the site via a proposed sewer main that ties into and existing SMH near the bridge off Anchorage Road.

Stormwater detention for the project is provided with an open detention pond as shown on the construction plans and stormwater report. This site will have vehicle and pedestrian access from Anchorage Road.

Sincerely,
Ben W. Smith
Smith Walker, LLC.

8180 AIRWAYS BLVD, SUITE B, SOUTHAVEN, MISSISSIPPI 38671
OFFICE(662-393-3346) FAX(662-536-6183)

OWNER'S CERTIFICATE

WE, _____, AS MEMBERS OF OXFORD FLATS 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 YORK FLATS, 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 THE SUBDIVISION, SUBJECT TO THE REGULATIONS OF AND APPROVAL BY THE BOARD OF SUPERVISORS OF LAFAYETTE COUNTY. 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 _____, 2025.

_____(OWNER NAME)
OXFORD FLATS LLC.
112 SHEFFIELD LOOP SUITE C
HATTIESBURG, MS 39402

NOTARY'S CERTIFICATE
STATE OF MISSISSIPPI
COUNTY OF _____

_____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON THIS THE _____ DAY OF _____, 20____, WITHIN MY JURISDICTION, THE WITHIN NAMED _____, WHO ACKNOWLEDGED THAT HE IS A _____ OF _____, AND THAT FOR AND ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND AS ITS ACT AND DEED, HE EXECUTED THE ABOVE AND FOREGOING CERTIFICATE, FOR THE PURPOSES MENTIONED ON THE DAY AND YEAR HEREIN MENTIONED, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID LIMITED LIABILITY COMPANY TO DO SO.

_____ _____
SIGNATURE OF NOTARY PUBLIC MY COMMISSION EXPIRES

SEAL

MORTGAGEE'S CERTIFICATE

SOUTHERN BANCORP BANK, MORTGAGEE OF THE PROPERTY HEREON, HEREBY ADOPT THIS AS OUR PLAN OF SUBDIVISION AND DEDICATE THE RIGHT OF WAY FOR THE ROADS AND THE UTILITY EASEMENTS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO LAFAYETTE COUNTY, MISSISSIPPI, FOR PUBLIC USE FOREVER. I CERTIFY THAT I AM THE MORTGAGEE IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE _____ DAY OF _____ 20___.

_____ SOUTHERN BANCORP BANK
TITLE NAME OF BANK

_____ _____
SIGNATURE PRINTED NAME

NOTARY'S CERTIFICATE
STATE OF MISSISSIPPI
COUNTY OF _____

_____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE _____ DAY OF _____, 20___, WITHIN MY JURISDICTION, THE WITHIN NAMED _____, WHO ACKNOWLEDGE THAT HE/SHE IS _____ OF _____, AND THAT FOR AND ON BEHALF OF THE SAID BANK, AND AS ITS ACT AND DEED, HE/SHE EXECUTED THE ABOVE AND FORGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID BANK TO DO SO.

_____ _____
SIGNATURE OF NOTARY PUBLIC MY COMMISSION EXPIRES

SEAL

ENGINEER'S CERTIFICATE

I CERTIFY THAT (SUBDIVISION NAME) 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 ON THIS, THE ____ DAY OF _____, 2025.

_____
BEN W. SMITH MS P.E. #5930

SURVEYOR'S CERTIFICATE

I CERTIFY THAT THE WITHIN PLAT OF (SUBDIVISION NAME) 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 ON THIS, THE _____ DAY OF _____, 2025.

_____
BEN W. SMITH MS L.S. #1909

CITY ENGINEER'S CERTIFICATE

I CERTIFY THAT (DEVELOPER) HAS COMPLIED WITH ONE OF THE FOLLOWING ALTERNATIVES FOR (SUBDIVISION NAME). 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 ALDERMAN, GIVING APPROVAL OF THE PRELIMINARY PLAT, AND ACCEPTING MAINTENANCE OF UTILITIES AND STREETS.
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 THIS, THE ____ DAY OF _____, 2025.

_____ _____
(PRINT) (SIGNATURE)
CITY ENGINEER, CITY OF OXFORD

COUNTY OF LAFAYETTE
STATE OF MISSISSIPPI

PERSONALLY APPEARED BEFORE ME, MIKE ROBERTS, CHANCERY CLERK, IN AND FOR LAFAYETTE COUNTY, MISSISSIPPI, (OWNER NAME), WHO EXECUTED THE ATTACHED OWNER'S CERTIFICATE THAT WAS SIGNED AND DELIVERED OF THEIR OWN FREE ACT AND DEED, AND ALSO APPEARED BEN W. SMITH, 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 _____, 2025.

_____ _____
(PRINT) (SIGNATURE)
CHANCERY CLERK

CHANCERY CLERK
COUNTY OF LAFAYETTE
STATE OF MISSISSIPPI

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, __.M. ON THE _____ DAY OF _____, 2025 AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEX AND DULY RECORDED IN PLAT CABINET _____, SLIDE _____
WITNESS MY HAND AND SIGNATURE THIS THE ____ DAY OF _____, 2025.

_____ _____
(PRINT) (SIGNATURE)
CHANCERY CLERK

BOARD OF ALDERMAN
CITY OF OXFORD
COUNTY OF LAFAYETTE
STATE OF MISSISSIPPI

APPROVED AND RECOMMENDED FOR ACCEPTANCE BY THE CITY OF OXFORD, BOARD OF ALDERMAN, THIS THE ____ DAY OF _____, 2025.

_____ _____
(PRINT) (SIGNATURE)
MAYOR, CITY OF OXFORD

PLANNING COMMISSION
CITY OF OXFORD
STATE OF MISSISSIPPI

APPROVED AND RECOMMENDED FOR ACCEPTANCE BY THE CITY OF OXFORD PLANNING COMMISSION ON THIS THE ____ DAY OF _____, 2025.

_____ _____
CHAIRMAN (PRINT) CHAIRMAN (SIGNATURE)
CITY OF OXFORD PLANNING COMMISSION

RESTRICTIVE COVENANTS

RECORDED IN INSTRUMENT NUMBER _____, OF LAND RECORDS IN THE CHANCERY CLERK'S OFFICE OF LAFAYETTE COUNTY, MISSISSIPPI.

LEGAL DESCRIPTION

DESCRIPTION OF 10.40 ACRES
NORTHEAST & NORTHWEST QUARTER OF
SECTION 13, TOWNSHIP 8 SOUTH, RANGE 4 WEST
CITY OF OXFORD
LAFAYETTE COUNTY, MISSISSIPPI

DESCRIPTION OF A 10.40 ACRE TRACT LOCATED IN THE NORTHEAST & NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 4 WEST, CITY OF OXFORD, LAFAYETTE COUNTY, STATE OF MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE ACCEPTED NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 4 WEST; THENCE FOLLOWING THE NORTH LINE OF SAID SECTION, SOUTH 88 DEGREES 58 MINUTES 3€ SECONDS WEST A DISTANCE OF 1,757.78 FEET +/- TO A POINT; THENCE LEAVING THE SAID SECTION LINE, SOUTH 00 DEGREES 30 MINUTES 03 SECONDS WEST A DISTANCE OF 1,492.30 +/-FEET TO A FOUND ½" IRON PIN IN THE SOUTH LINE OF THE LILLIE ORANGE PROPERTY, AS RECORDED IN DEED BOOK 384 PAGE 620 AND BOOK 434 PAGE 325 IN THE CHANCERY COURT CLERK'S OFFICE OF LAFAYETTE COUNTY, MS, SAID PIN BEING THE NORTHEAST CORNER AND THE TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED 10.40 ACRE TRACT; THENCE FOLLOWING THE SOUTH LINE OI THE SAID ORANGE PROPERTY AND CONTINUING, SOUTH 00 DEGREES 30 MINUTES 03 SECONDS WEST, A DISTANCE OF 283.10 FEET TO A FOUND IRON PIN WITH CAP IN THE NORTH RIGHT OF WAY OF ANCHORAGE ROAD (25.0 FEET FROM CENTER) SAID PIN BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED 10.40 ACRE TRACT; THENCE LEAVING THE SAID ORANGE PROPERTY AND FOLLOWING THE NORTH RIGHT OF WAY OF SAID ANCHORAGE ROAD THE FOLLOWING CALLS: SOUTH 84 DEGREES 12 MINUTES 12 SECONDS WEST, A DISTANCE OF 215.29 FEET TO A FOUND ½" IRON PIN, ALONG A CURVE TO THE LEFT, HAVING A LENGTH OF 319.49 FEET, A RADIUS OF 592.37 FEET, A CHORD BEARING OF SOUTH 70 DEGREES 55 MINUTES 17 SECONDS WEST, AND A CHORD LENGTH OF 315.63 FEET TO A POINT AND SOUTH 56 DEGREES 04 MINUTES 38 SECONDS WEST, A DISTANCE OF 107.22 FEET TO A FOUND ½" IRON PIN AT THE NORTHEAST CORNER OF THE OXFORD FLATS LLC. PROPERTY AS RECORDED IN INSTRUMENT # _____ IN THE CHANCERY COURT CLERK'S OFFICE OF LAFAYETTE COUNTY, MS, SAID PIN BEING IN THE SOUTH LINE OF THE HEREIN DESCRIBED 10.40 ACRE TRACT; THENCE LEAVING THE SAID NORTH RIGHT OF WAY AND FOLLOWING THE NORTH LINE OF SAID OXFORD FLATS LLC. PROPERTY, NORTH 89 DEGREES 03 MINUTES 45 SECONDS WEST, A DISTANCE OF 418.02 FEET TO A FOUND ½" IRON PIN IN THE NORTH LINE OF LETISHA HARVEY PROPERTY AS RECORDED IN DEED BOOK 2014 PAGE 2302 AND THE SOUTHEAST CORNER OF THE SHO LLC. PROPERTY AS RECORDED IN DEED BOOK 2021 PAGE 8752 THE CHANCERY COURT CLERK'S OFFICE OF LAFAYETTE COUNTY, MS, SAID PIN BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED 10.40 ACRE TRACT; THENCE LEAVING THE NORTH LINE OF THE HARVEY PROPERTY AND FOLLOWIN THE EAST LINE OF THE SAID SHO LLC. PROPERTY, NORTH 00 DEGREES 23 MINUTES 23 SECONDS EAST, A DISTANCE OF 135.74 FEET TO A FOUND ½" IRON PIN AT THE NORTHEAST CORNER OF THE SAID SHO LLC. PROPERTY AND IN THE SOUTH LINE OF THE MARGARET REDMOND PROPERTY AS RECORDED IN DEED BOOK 509 PAGE 666 IN THE CHANCERY COURT CLERK'S OFFICE OF LAFAYETTE COUNTY, MS, SAID PIN BEING IN THE WEST LINE OF THE HEREIN DESCRIBED 10. ACRE TRACT; THENCE LEAVING THE EAST LINE OF THE SAID SHO LLC. PROPERTY AND FOLLOWING THE SOUTH LINE OF THE SAID REDMOND PROPERTY, SOUTH 89 DEGREES 08 MINUTES 27 SECONDS EAST, A DISTANCE OF 33.28 FEET TO A FOUND 13" BUCKEYE TREE AT THE SOUTHEAST CORNER OF THE SAID REDMOND PROPERTY, SAID PIN BEING IN THE WEST LINE OF THE HEREIN DESCRIBED 10.40 ACRE TRACT; THENCE FOLLOWING THE EAST LINE OF THE SAID REDMON PROPERTY, NORTH 01 DEGREES 23 MINUTES 31 SECONDS EAST, A DISTANCE OF 167.49 FEET TO A FOUND ¾" OVAL PII AT THE NORTHEAST CORNER OF THE SAID REDMOND PROPERTY, SAID PIPE BEING IN THE WEST LINE OF THE HEREIN DESCRIBED 10.40 ACRE TRACT; THENCE FOLLOWING THE NORTH LINE OF THE SAID REDMOND PROPERTY, NORTH 89 DEGREES 08 MINUTES 41 SECONDS WEST, A DISTANCE OF 396.29 FEET TO A FOUND ½" IRON PIN AT THE NORTHWEST CORNER OF THE SAID REDMOND PROPERTY AND IN THE EAST LINE OF LOT 7 OF WESTERN HILLS SUBDIVISION AS RECORDED IN PLAT CABINET "A" SLIDE 048-01 IN THE CHANCERY COURT CLERK'S OFFICE OF LAFAYETTE COUNTY, MS,

THE SAID REDMOND PROPERTY AND FOLLOWING THE EAST LINE OF THE SAID WESTERN HILLS SUBDIVISION, NORTH 0 DEGREES 23 MINUTES 23 SECONDS EAST, A DISTANCE OF 160.62 FEET TO A FOUND ½" IRON PIN IN THE EAST LINE OF LOT 9 OF THE SAID WESTERN HILLS SUBDIVISION AND THE SOUTHWEST CORNER OF THE SAID LILLIE ORANGE PROPER SAID PIN BEING IN THE NORTHWEST CORNER OF THE HEREIN DESCRIBED 10.40 ACRE TRACT; THENCE LEAVING THE EAST LINE OF THE SAID WESTERN HILLS SUBDIVISION AND FOLLOWING THE SOUTH LINE OF THE SAID ORANGE PROPERTY, SOUTH 89 DEGREES 39 MINUTES 32 SECONDS EAST, A DISTANCE OF 1,378.80 FEET TO THE POINT OF BEGINNING, CONTAINING 10.40 ACRES OR 453,143 SQUARE FEET. THIS PROPERTY IS SUBJECT TO ALL CODES, REGULATIONS AND RESTRICTIONS, RIGHTS OF WAY, AND EASEMENTS OF RECORD IN EFFECT FOR THE CITY OF OXFORI LAFAYETTE COUNTY. MISSISSIPPI.

PRELIMINARY PLAT
YORK FLATS
SUBDIVISION
SECTION 13, T-8-S, R-4-W
CITY OF OXFORD
LAFAYETTE COUNTY, MISSISSIPPI
1" = 50'
JUNE, 2025

ZONING: NR-NEIGHBORHOOD RESIDENTIAL DISTRICT
TOTAL AREA: 10.40 ACRES
TOTAL LOTS: 1
OWNER/DEVELOPERS: YORK DEVELOPMENTS LLC.

SMITH▲WALKER
ENGINEERING & SURVEYING
8180 AIRWAYS BOULEVARD , SUITE B PH# (662) 393-3346
SOUTHAVEN, MISSISSIPPI 38671 FAX (662) 536-6183

MERIDIAN BASED ON GRID NORTH
MISSISSIPPI S.P.C.S.(2302 MS EAST)
ESTABLISH BY A OPUS SOLUTION SET SEPTEMBER 18, 2024
LAT: N 342321.95491
LONG: W 893403.76993
CONVERGENCE (DEGREES) 0.41480000
POINT SCALE 1.00000619
COMBINED FACTOR 0.99999468

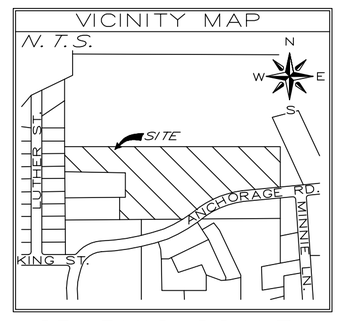
SPECIAL FLOOD HAZARD STATEMENT

BY GRAPHIC DETERMINATION, THE SUBJECT PROPERTY IS NOT LOCATED WITHIN THE LIMITS OF A DESIGNATED FLOOD HAZARD AREA PER FEMA \ FIRM MAP NUMBER 28071C0139C, LAFAYETTE COUNTY, MISSISSIPPI, AND INCORPORATED AREAS EFFECTIVE DATE OF NOVEMBER 26, 2010.

T.B.M.
THE PROJECT BENCHMARK IS IRON PIN LOCATED AT THE SOUTHEAST PROPERTY CORNER OF THE SUBJECT PROPERTY ALSO BEING 10 FEET SOUTH AND FROM A 3.53 FEET WEST OF A POWER POLE AND 2.8 FEET NORTH OF A CONCRETE SWALE.
ELEVATION: 338.23

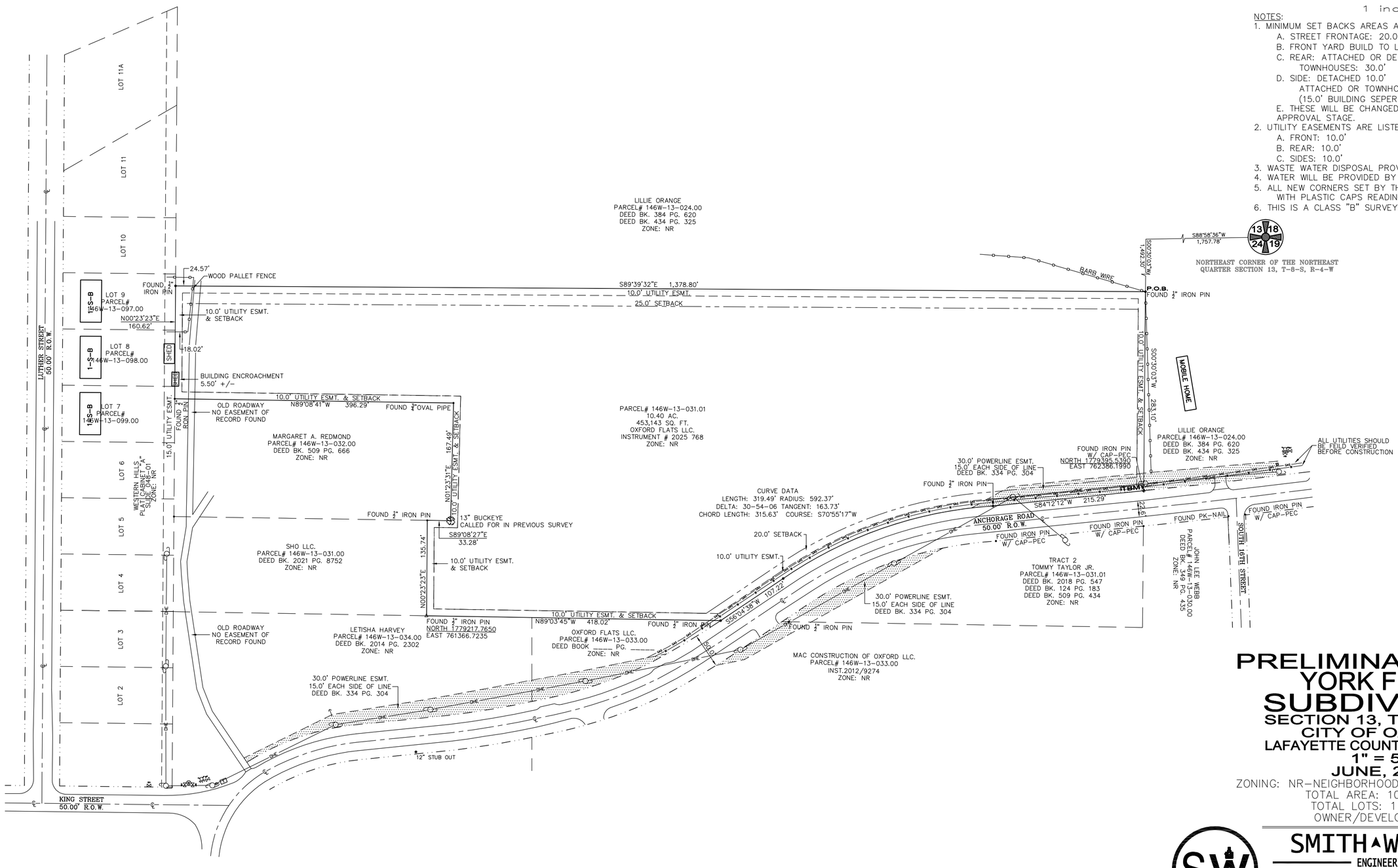
LEGEND OF STANDARD SYMBOLS

BOUNDARY POINT FOUND	GUY WIRE	BOUNDARY LINE
BOUNDARY POINT SET	POWER POLE	ADJACENT BOUNDARY (NOT SURVEYED)
HORIZONTAL CONTROL POINT	TELEPHONE VAULT	RIGHT OF WAY
TEMPORARY BENCHMARK	PEDESTAL	SETBACK
GAS METER	HYDRANT	EASEMENTS
WATER MANHOLE	WATER MANHOLE	CENTER LINE
WATER VALVE	SEWER MANHOLE	FENCE LINE
		OVERHEAD POWER



GRAPHIC SCALE
0 50 100 200
1 inch = 100 ft.

NOTES:
1. MINIMUM SET BACKS AREAS ARE LISTED OR AS AS SHOWN:
   A. STREET FRONTAGE: 20.0'
   B. FRONT YARD BUILD TO LINE: 10.0' MIN. 20.0' MAX.
   C. REAR: ATTACHED OR DETACHED 25.0'
      TOWNHOUSES: 30.0'
   D. SIDE: DETACHED 10.0'
      ATTACHED OR TOWNHOUSE 0.0'
      (15.0' BUILDING SEPERATION)
   E. THESE WILL BE CHANGED AND APPROVED IN THE PLAN APPROVAL STAGE.
2. UTILITY EASEMENTS ARE LISTED OR AS AS SHOWN:
   A. FRONT: 10.0'
   B. REAR: 10.0'
   C. SIDES: 10.0'
3. WASTE WATER DISPOSAL PROVIDED BY THE CITY OF OXFORD.
4. WATER WILL BE PROVIDED BY THE CITY OF OXFORD.
5. ALL NEW CORNERS SET BY THIS FIRM WILL BE 1/2" (#4) REBAR WITH PLASTIC CAPS READING E-28599, RLS 1909.
6. THIS IS A CLASS "B" SURVEY.



PRELIMINARY PLAT
YORK FLATS
SUBDIVISION
SECTION 13, T-8-S, R-4-W
CITY OF OXFORD
LAFAYETTE COUNTY, MISSISSIPPI
1" = 50'
JUNE, 2025
ZONE: NR-NEIGHBORHOOD RESIDENTIAL DISTRICT
TOTAL AREA: 10.40 ACRES
TOTAL LOTS: 1
OWNER/DEVELOPERS: YORK DEVELOPMENTS LLC.
SMITH▲WALKER
ENGINEERING & SURVEYING
8180 AIRWAYS BOULEVARD , SUITE B PH# (662) 393-3346
SOUTHAVEN, MISSISSIPPI 38671 FAX (662) 536-6183

OXFORD
PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Alderman
From: James Hirsch; Planner I
Date: August 19, 2025
RE: Request for City Utilities which includes approval of a Preliminary Plat for Case #3251, L&M Holdings (Hudson Magee) for 'Lafayette Landing', for property located at MS Hwy 7 South (PPIN #18389) (James Hirsch)

This is a request to extend City utilities to a proposed development south of City limits on MS Hwy 7 South. The subject property measures 12.24 , which the applicant is proposing to subdivide into thirty-six (36) lots. These proposed lots comply with the relevant dimensional and other requirements of the City's Land Development Code.

The Planning Commission unanimously recommended approval of this preliminary plat at the Commission's meeting on August 11, 2025 with the nine (9) conditions listed in the staff report.

Recommendation: Staff and the Planning Commission recommend approval of this request for extension of City utilities to include approval of the requested Preliminary Plat for 'Lafayette Landing', with the following conditions:

1. Approval is contingent on the Lafayette County Planning Commission approving the development (Planning).

2. Approval is for the preliminary plat as submitted subject to necessary technical revisions (Planning).

3. All site plan review comments from the city and Lafayette County must be addressed satisfactorily prior to permits being issued (Engineering)

4. Water and sewer fees shall be paid before building permits are issued (Engineering).

5. Approval of the stormwater management plan (Engineering).

6. The completed stormwater management facility must be certified by the civil engineer before certificates of occupancy are issued (Engineering).

OXFORD
PLANNING
DEPARTMENT

Case #3251

To: Oxford Planning Commission
From: James Hirsch, Planner I
Date: August 11, 2025

Applicant: L&M Holdings (Hudson Magee)
Owner: Same
Request: Request for City Utilities for 'Lafayette Landing', which includes a Request for Preliminary Plat Approval for 'Lafayette Landing'.
Location: MS Hwy 7 South (PPIN #18389)
Zoning: Lafayette County R-2, outside Oxford City Limits

Planning Comments: This is a request for extension of City utilities to serve 'Lafayette Landing', to be located off of Mississippi Highway 7. The property is located in Lafayette County south of Oxford City Limits. It is zoned R-2 according to the Lafayette County Zoning Map.

The aforementioned property measures +/- 12.24 acres, which the applicant proposes to subdivide into 36 lots, to include public right-of-way and area reserved for stormwater detention. The proposed lots comply with relevant City Land Development Code dimensional requirements.

City policy has been to review development in Lafayette County requesting City utilities to evaluate conformity with the recommendations on the Future Land Use Map in the Vision 2037 Master Plan.

Requests for the use of City utilities are also reviewed to ensure that they meet all other standards for subdivisions in the city.

Engineering Comments:
This project is a proposed single family development located on Highway 7 South just south of the Cross Creek Development and immediately north of the City of Oxford wastewater treatment plant. The site proposes 36 single family lots on property containing 12.24 acres.

Access
The site proposes access to Highway 7 by a new public street which will be owned and maintained by Lafayette County.

Water and Sewer

Water and sewer to site is to be publicly owned and maintained by the City of Oxford.

Stormwater Management

Stormwater management is not proposed explicitly as part of the final plat. Stormwater management is addressed as part of a site plan for this development. The site plan, which includes a stormwater management plan, has been submitted, is being reviewed, and will be presented at a future meeting of the planning commission.

Staff Recommendation: Staff recommends approval of this request for extension of city utilities with the following conditions:

1. The applicant shall provide the City of Oxford with an executed Petition for Annexation prior to this request being heard by the Mayor and Board of Aldermen (Planning).

2. Approval is contingent on the Lafayette County Planning Commission approving the development (Planning).

3. Approval is contingent on the Board of Aldermen agreeing to grant City Utilities outside of the City limits (Planning).

4. Approval is for the preliminary plat as submitted subject to necessary technical revisions (Planning).

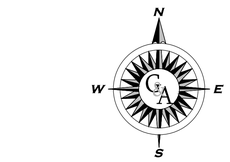
5. Approval of the preliminary plat for 'Lafayette Landing' by the Mayor and Board of Aldermen.

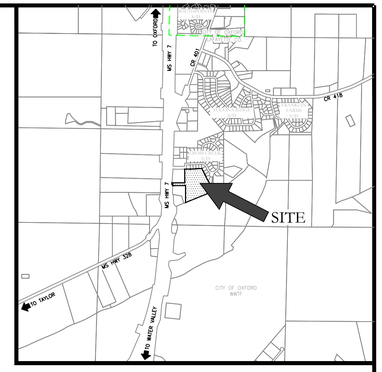
6. All site plan review comments from the city and Lafayette County must be addressed satisfactorily prior to permits being issued (Engineering)

7. Water and sewer fees shall be paid before building permits are issued (Engineering).

8. Approval of the stormwater management plan (Engineering).

9. The completed stormwater management facility must be certified by the civil engineer before certificates of occupancy are issued (Engineering).





VICINITY MAP
1" = 2,000'

CROSS CREEK SUBDIVISION – PHASE 1
ZONE: R-2 (MEDIUM DENSITY RESIDENTIAL)

POINT OF BEGINNING:
1/2" REBAR FOUND MARKING THE SOUTHWEST CORNER OF LOT 11 CROSS CREEK SUBDIVISION, PHASE I

N89° 42' 35"W – 60.22'

S87° 41' 43"W – 427.53'

1/2" IRON PIPE FOUND

VARIABLE WIDTH RETAINING WALL ESMT. (PRIVATELY OWNED) 0.02 AC (960 SF)

1/2" IRON PIPE FOUND SOUTH 15.32 FEET AND WEST 319.71 FEET FROM THE POB

1/2" IRON PIPE FOUND SOUTH 7.81 FEET AND WEST 159.24 FEET FROM THE POB

OVERLAP AREA 1 ±92.13 SQ FT

1/2" IRON PIPE FOUND SOUTH 4.22 FEET AND WEST 79.74 FEET FROM THE POB

0.52'

42.14'

CENTERLINE CROSS CREEK DRIVE

CROSS CREEK DRIVE (80' ROW)

SOUTH RIGHT-OF-WAY LINE OF CROSS CREEK DRIVE

1/2" REBAR WITH "PLS 1748" CAP FOUND

CROSS CREEK DRIVE (50' ROW)

LOT 13

LEAVING SAID BARBED WIRE FENCE LINE 618.36 FEET BACK

1.77'

PASSING THROUGH A 1/2" REBAR FOUND ONLINE 596.19 FEET BACK

LOT 17

OVERLAP AREA 2 ±24.79 SQ FT

1/2" REBAR FOUND SOUTH 160.61 FEET AND EAST 85.60 FEET FROM THE POB

PASSING THE BEGINNING OF SAID WOOD FENCE LINE 503.69 FEET BACK

LOT 19

2.29'

PASSING THROUGH A 1/2" IRON PIPE FOUND ONLINE 443.29 FEET BACK

LOT 20

N27° 47' 07"W – 686.50'

10' PRIVATE DRAINAGE ESMT. 0.09 AC 3,781 SF

LEAVING SAID WOOD FENCE LINE 299.93 FEET BACK

4.22'

LOT 21

1/2" REBAR FOUND SOUTH 344.77 FEET AND EAST 184.38 FEET FROM THE POB

CROSS CREEK SUBDIVISION – PHASE 2
ZONE: R-2 (MEDIUM DENSITY RESIDENTIAL)

CAP AREA 1 ±12.15 SQ FT

LOT 22

AREA RESERVED FOR STORMWATER DETENTION

COS C 24,829 SF

LIMITS ZONE A

1/2" REBAR FOUND

PASSING THROUGH A 1/2" REBAR INSIDE A 1 1/2" PVC PIPE FOUND ONLINE 113.69 FEET BACK

S0° 09' 12"W – 386.57'

GADWALL PLACE (50' R.O.W.)

20'-50' F/Y BUILD-TO ZONE

LOT 1 8,118 SF

LOT 2 7,500 SF

LOT 3 7,500 SF

LOT 4 7,500 SF

LOT 5 9,275 SF

LOT 6 12,848 SF

LOT 7 10,591 SF

LOT 8 7,576 SF

LOT 9 7,512 SF

LOT 10 7,511 SF

LOT 11 7,510 SF

LOT 12 7,879 SF

LOT 13 7,500 SF

10' SIDE S/B

20' REAR S/B

125.0'

60.0'

50.0'

COS A 8,247 SF

LOT 29 8,324 SF

LOT 28 8,288 SF

LOT 27 9,568 SF

LOT 30 7,825 SF

LOT 31 7,539 SF

LOT 32 10,886 SF

LOT 33 10,372 SF

LOT 34 7,582 SF

LOT 35 7,585 SF

LOT 36 7,872 SF

66.1'

115.1'

115.8'

138.4'

66.0'

65.0'

20' PVT. DRAINAGE ESMT. 0.04 AC 1,561 SF

GREENHEAD DRIVE (50' R.O.W.)

THE C-STORE 1 PROPERTIES, LLC
PARCEL ID: 185Y-21-052.03
ZONE: C-2 (MEDIUM DENSITY COMMERCIAL)

CENTERLINE MISSISSIPPI STATE HIGHWAY NO. 7

PASSING THROUGH A 1/2" REBAR INSIDE A 1 1/2" PVC PIPE FOUND ONLINE 332.05 FEET BACK

1/2" REBAR INSIDE A 1 1/2" PVC PIPE FOUND

1/2" REBAR FOUND

99.43' MEASURED 100.00' PLANS

99.89' MEASURED 100.00' PLANS

114.38' MEASURED 115.00' PLANS

116.93' MEASURED 115.00' PLANS

C24

N89° 47' 52"W – 351.16'

S88° 41' 06"E – 14.51'

S1° 18' 54"W – 49.53'

WIGEON WAY (60' R.O.W.)

WIGEON WAY (50' R.O.W.)

S89° 20' 38"E – 349.24'

1/2" REBAR FOUND

MAGNAIL WITH SURVEY WASHER

SUBJECT SURVEY IS SUBJECT TO A NON-EXCLUSIVE, PERPETUAL EASEMENT FOR INGRESS AND EGRESS PURPOSES AS RECORDED IN INSTRUMENT NO. 2018-08364 AND INSTRUMENT NO. 2014-0818

MS HWY 7 (ROW VARIES)

EAST RIGHT-OF-WAY LINE OF MISSISSIPPI STATE HIGHWAY NO. 7

LOT 26 8,696 SF

10' PRIVATE DRAINAGE ESMT. 0.02 AC 1,050 SF

LOT 25 7,500 SF

LOT 24 7,500 SF

LOT 23 7,673 SF

LOT 22 17,508 SF

LOT 21 11,592 SF

10' PRIVATE DRAINAGE ESMT. 0.03 AC 1,255 SF

JR PROPERTIES IV, LLC
PARCEL ID: 185Y-21-052.02
ZONE: C-2 (MEDIUM DENSITY COMMERCIAL)

S0° 44' 17"W – 459.43'

COS B 46,979 SF

SPRIG HOLLOW ROAD (50' R.O.W.)

20'-50' F/Y BUILD-TO ZONE

LOT 14 9,042 SF

LOT 15 7,500 SF

LOT 16 7,500 SF

LOT 17 7,500 SF

LOT 18 7,500 SF

LOT 19 7,500 SF

LOT 20 7,619 SF

20' BUFFER YARD

10' PRIVATE DRAINAGE ESMT. 0.06 AC 2,690 SF

N68° 32' 49"E – 862.82'

20' PUBLIC SEWER ESMT. 0.01 AC 616 SF

"CITY OF OXFORD WASTEWATER TREATMENT FACILITY"
CITY OF OXFORD
PARCEL ID: 185Y-21-057.00
ZONE: A-1 (RURAL DISTRICT)

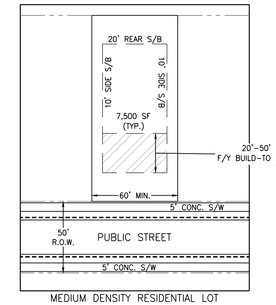
NON-EXCLUSIVE, PERPETUAL EASEMENT FOR INGRESS, EGRESS, AND UTILITY PURPOSES AS RECORDED IN INSTRUMENT NO. 2018-9367

CAINES AUTO BODY, LLC
PARCEL ID: 185Y-21-052.01
ZONE: C-2 (MEDIUM DENSITY COMMERCIAL)

LEGEND

THESE STANDARD SYMBOLS MAY BE FOUND IN THE DRAWING

- PROPERTY CORNERS
- IRON PIPE/PIN
- CONCRETE MONUMENT
- PROPERTY BOUNDARY LINE
- LOT LINE
- SETBACK / BUILD-TO LINE
- ADJACENT PROPERTY LINE
- RETAINING WALL ESMT.
- BUILD-TO ZONE
- EXISTING PERPETUAL INGRESS/EGRESS EASEMENT
- PRIVATE DRAINAGE EASEMENT
- PUBLIC SEWER EASEMENT
- 20' LANDSCAPE BUFFER YARD



MEDIUM DENSITY RESIDENTIAL LOT
MIN. 7,500 S.F. – TYP. 60' @ SETBACK LINE

TYPICAL LOT LAYOUT
N.T.S.

FEMA NOTE:
THIS PROPERTY IS LOCATED PARTLY IN ZONE "X", SPECIAL HAZARD AREA, WHICH IS DEFINED AS AREAS TO BE DETERMINED OUTSIDE THE 500-YR FLOODPLAIN, & PARTLY IN ZONE "A", WHICH IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA INUNDATED BY 100-YR FLOOD, WITHOUT BASE FLOOD ELEVATIONS DETERMINED, ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, MAP NO. 28071C0270C, EFFECTIVE DATE: NOVEMBER 26, 2010.

BENCHMARK (BM):
MAGNAIL SET IN A PAVED DRIVE WITH AN KNOWN ELEVATION OF 315.46, SAID NAIL LOCATED SOUTH 458.03 FEET AND WEST 787.24 FEET FROM THE POB. KNOWN ELEVATIONS BASED ON GPS OBSERVATIONS WITH ESTABLISHED CONNECTION TO CORS MSOX ARP LOCATED IN OXFORD, MS.

PRELIMINARY PLAT

LAFAYETTE LANDING SUBDIVISION

LAFAYETTE COUNTY, MISSISSIPPI

MEDIUM DENSITY RESIDENTIAL (R-2) LOTS: 36
TOTAL AREA: 12.24 AC

OWNER:	ENGINEER:
L&M HOLDINGS, LLC 1428 S. 10TH STREET OXFORD, MS 38655	GRANBERRY & ASSOCIATES 1686 PADINGTON PARK LANE GERMANTOWN, TN 38138

DATE: JULY 2025	SCALE: 1"=50'	SHEET 1 OF 2

OWNERS CERTIFICATE (DEVELOPER)

I, LARS LOSEE, MANAGING MEMBER OF L&M HOLDINGS, LLC, AND AS OWNER OF THE TRACT OF LAND HEREIN DESCRIBED, CERTIFY THAT I DID CAUSE SAID LAND TO BE SUBDIVIDED AND PLATTED AS SHOWN ON THIS PLAT OF LAFAYETTE LANDING, AND THE STREETS ARE DEDICATED TO THE USE OF THE PUBLIC FOREVER. UTILITY EASEMENTS ARE ALSO DEDICATED TO THE PUBLIC AND/OR PRIVATE UTILITY COMPANIES WHICH SERVE THIS SUBDIVISION, SUBJECT TO THE REGULATIONS OF AND APPROVAL BY THE CITY OR OXFORD. SUCH SUBDIVISION AND DEDICATION IS THE OWNER'S OWN ACT AND DEED OF HIS OWN FREE WILL.

WITNESS MY HAND AND SIGNATURE THIS THE _____ DAY OF _____, 20_____.

SIGNED: _____
LARS LOSEE, MANAGING MEMBER

NOTARY'S CERTIFICATE
STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THIS THE _____ DAY OF _____, 20_____ WITHIN MY JURISDICTION, THE WITHIN NAMED LARS LOSEE, WHO ACKNOWLEDGED THAT HE IS THE MANAGING MEMBER OF L&M HOLDINGS, LLC, AND THAT IN SAID REPRESENTATIVE CAPACITY, HE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED TO DO SO.

MY COMMISSION EXPIRES

_____ _____
NOTARY PUBLIC

MORTGAGEE'S CERTIFICATE

TRUSTMARK NATIONAL BANK, MORTGAGEE OF THE PROPERTY HEREIN, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE UTILITY EASEMENTS AS SHOWN ON THE PLAN OF THE SUBDIVISION TO THE CITY OF OXFORD AND LAFAYETTE COUNTY, MISSISSIPPI, FOR THE PUBLIC USE FOREVER. I CERTIFY THAT I AM THE MORTGAGEE IN 'FEE' SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE THIS THE _____ DAY OF _____, 20_____.

SIGNED: _____
KEVIN STRINGER, FIRST VICE PRESIDENT
TRUSTMARK NATIONAL BANK

NOTARY'S CERTIFICATE
STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THIS THE _____DAY OF _____, 20_____ WITHIN MY JURISDICTION, THE WITHIN NAMED KEVIN STRINGER, WHO ACKNOWLEDGED THAT HE IS THE FIRST VICE PRESIDENT OF TRUSTMARK NATIONAL BANK, AND THAT IN SAID REPRESENTATIVE CAPACITY, HE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED TO DO SO.

MY COMMISSION EXPIRES

_____ _____
NOTARY PUBLIC

CITY OF OXFORD PLANNING COMMISSION APPROVAL
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 _____, 20_____

SIGNED: _____
CHAIRMAN
CITY OF OXFORD PLANNING COMMISSION

CITY OF OXFORD BOARD OF ALDERMEN APPROVAL
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_____.

SIGNED: _____ ATTEST: _____
ROBYN TANNEHILL – MAYOR CITY CLERK
CITY OF OXFORD

CITY ENGINEER'S CERTIFICATE

I CERTIFY THAT L&M HOLDINGS, LLC HAS COMPLIED WITH ONE OF THE FOLLOWING ALTERNATIVES FOR LAFAYETTE LANDING:

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 THE _____DAY OF _____, 20_____.

_____
JOHN CRAWLEY, P.E.
CITY ENGINEER
CITY OF OXFORD

FILING CERTIFICATION BY CHANCERY CLERK
STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

PERSONALLY APPEARED BEFORE ME, SHERRY WALL, CHANCERY CLERK, IN AND FOR LAFAYETTE COUNTY, MISSISSIPPI, LARS LOSEE , WHO EXECUTED THE ATTACHED OWNER'S CERTIFICATE THAT WAS SIGNED AND DELIVERED OF HIS OWN FREE ACT AND DEED.

_____
SHERRY WALL – CHANCERY CLERK
COUNTY OF LAFAYETTE
STATE OF MISSISSIPPI

WITNESS MY HAND AND SIGNATURE ON THIS, THE _____DAY OF _____ 20_____ AND WAS DULY RECORDED IN PLAT CABINET _____, SLIDE _____.

_____
SHERRY WALL – CHANCERY CLERK

RESTRICTIVE COVENANTS

THE PROPERTY LOCATED IN LAFAYETTE CO., MISSISSIPPI, AS SHOWN ON THIS PLAT IS SUBJECT TO THE RESTRICTIVE COVENANTS WHICH ARE SET OUT IN INSTRUMENT RECORDED IN INSTRUMENT NUMBER_____ OF THE DEED RECORDS OF LAFAYETTE CO., MISSISSIPPI.

_____
CHANCERY COURT CLERK

ENGINEER'S CERTIFICATE:

I CERTIFY THAT LAFAYETTE LANDING 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 ON THIS, THE_____DAY OF _____, 20_____.

SIGNED: _____
JOHN GRANBERRY, P.E.
LICENSE#: 18894

SURVEYOR'S CERTIFICATE

I CERTIFY THAT THE WITHIN PLAT OF LAFAYETTE LANDING 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 ON THIS, THE _____DAY OF _____, 20_____.

SIGNED: _____
RICHARD DANIELS, PLS
MISSISSIPPI CERTIFICATE #: 02922

CERTIFICATE OF ACCEPTANCE
LAFAYETTE COUNTY PLANNING COMMISSION

APPROVED AND RECOMMENDED FOR ACCEPTANCE BY THE LAFAYETTE COUNTY PLANNING COMMISSION, THIS THE _____ DAY OF_____, 20_____.

_____
CHAIRMAN, PLANNING COMMISSION
LAFAYETTE COUNTY

CERTIFICATE OF ACCEPTANCE
LAFAYETTE COUNTY BOARD OF SUPERVISORS

ACCEPTED AND APPROVED BY THE LAFAYETTE COUNTY BOARD OF SUPERVISORS, THIS THE _____ DAY OF _____, 20_____ BY ORDER OF THE BOARD OF SUPERVISORS RECORDED IN INSTRUMENT #_____.

SIGNED: _____ ATTEST: _____
PRESIDENT, BOARD OF SUPERVISORS SHERRY WALL, CHANCERY CLERK
LAFAYETTE COUNTY, MISSISSIPPI LAFAYETTE COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK _____,M., ON THE _____ DAY OF _____, 20_____ AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEX AND DULY RECORDED IN PLAT CABINET _____, PAGE _____.

_____
CHANCERY COURT CLERK

NOTES:

1. ALL SIDE AND REAR YARD SWALES ARE TO ACT AS DRAINAGE WAYS. THEY ARE PRIVATE AND ARE TO BE MAINTAINED BY THE LOT OWNER. THEY ARE SUBJECT TO ENFORCEMENT BY THE HOMEOWNER'S ASSOCIATION.
2. ALL SIDEWALK DRIVE/STREET CROSSINGS SHALL MEET CURRENT ADA, CITY, AND COUNTY REGULATIONS.
3. DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.
4. THERE IS A 5' UTILITY EASEMENT ALONG ALL FRONT, SIDE, AND REAR PROPERTY LINES ON ALL LOTS UNLESS OTHERWISE NOTED.
5. LAFAYETTE COUNTY AND/OR THE CITY OF OXFORD DOES NOT OWN OR MAINTAIN ANY STORM DRAINAGE PIPES LOCATED OUTSIDE OF THE RIGHT-OF-WAY, UNLESS SAID STORM DRAINAGE IS LOCATED WITHIN A PUBLIC DRAINAGE EASEMENT. THE HOMEOWNER'S ASSOCIATION SHALL OWN AND MAINTAIN ALL STORM DRAINAGE PIPES LOCATED OUTSIDE OF THE RIGHT-OF-WAY.
6. OWNERS OF ALL LOTS SHALL BE SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS OF LAFAYETTE LANDING SUBDIVISION RESIDENTIAL HOMEOWNER'S ASSOCIATION, INC. AS RECORDED IN OFFICIAL RECORDS INST. #_____ OF THE PUBLIC RECORDS OF LAFAYETTE COUNTY, MISSISSIPPI.
7. ALL STORM WATER FOR THIS DEVELOPMENT SHALL BE CONVEYED TO THE STORMWATER DETENTION SYSTEM LOCATED ON COMMON OPEN SPACE (COS) C AS SHOWN ON THE PRELIMINARY PLAT OF LAFAYETTE LANDING SUBDIVISION.
8. 1/2" IRON PINS SHALL BE SET AT ALL PROPOSED LOT CORNERS.
9. ALL COMMON OPEN SPACES (COS) A-C AND ALL STORMWATER MANAGEMENT FACILITIES, LANDSCAPING, WALKING TRAILS, BIKE TRAILS, PATHWAYS, STRUCTURES, ETC. SHALL BE MAINTAINED BY THE LAFAYETTE LANDING RESIDENTIAL HOMEOWNER'S ASSOCIATION.
10. BY THE ACCEPTANCE OF THE DEED TO ANY LOT OF LAFAYETTE LANDING SUBDIVISION, THE LOT OWNERS OF SAID LOTS SHALL ACKNOWLEDGE NOTICE OF AND HEREBY WAIVE ANY PRESENT OR FUTURE OBJECTIONS TO ANY FURTHER DEVELOPMENT PLANS OF ANY LOTS LOCATED WITHIN LAFAYETTE LANDING SUBDIVISION AND TO ANY AMENDMENTS THAT MAY BE REQUIRED TO THE FILED PLAT HEREIN AND/OR COVENANTS OF THE SUBDIVISION BY THE DEVELOPER FOR THE DEVELOPMENT OF SAID LOTS AS HEREIN SET OUT.
11. ALL AREAS OF RIGHT-OF-WAY (R.O.W.) SHOWN HEREIN ARE PUBLIC.
12. A LOT OWNER'S INTEREST IN THE COMMON AREA MAY NOT BE SEVERED FROM THE INTEREST IN THE LOT.
13. THE COMMON AREA PARCEL'S AD VALOREM TAX VALUE SHALL BE ASSESSED TO EACH LOT OWNER ON A PRORATED BASIS AS PART OF EACH LOT OWNER'S TOTAL ASSESSMENT.
14. THE STORM WATER DETENTION SYSTEM LOCATED ON COMMON OPEN SPACE (COS) C OF THIS SUBDIVISION SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION AND/OR BY THE PROPERTY OWNER(S) OF THE LOTS. EACH PROPERTY OWNER SHALL OWN THEIR PRO RATA SHARE, BY AREA PERCENTAGE OF THEIR LOT, OF THE STORMWATER DETENTION SYSTEM. SUCH MAINTENANCE SHALL BE PERFORMED SO AS TO ENSURE THAT THE SYSTEM OPERATES IN ACCORDANCE WITH THE APPROVED PLAN ON FILE IN THE COUNTY/CITY ENGINEER'S OFFICE. SUCH MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO REMOVAL OF SEDIMENTATION, FALLEN OBJECTS, DEBRIS AND TRASH, MOWING, OUTLET CLEANING AND REPAIR OF DRAINAGE STRUCTURES. THE COUNTY/CITY SHALL HAVE A 'RIGHT OF ACCESS' TO USE THE DRIVES, PARKING AREAS AND YARDS OF THIS PROPERTY TO MAKE INSPECTIONS OF THE STORM WATER DETENTION FACILITIES TO ENSURE THAT SAID MAINTENANCE HAS BEEN PROPERLY PERFORMED. IN THE EVENT THAT THE PROPERTY OWNER(S) HAVE NOT PROPERLY PERFORMED MAINTENANCE ON THE FACILITIES, TO THE EXTENT THAT THE FACILITIES POSES A THREAT TO PUBLIC HEALTH, SAFETY OR WELFARE, THE COUNTY/CITY SHALL RETAIN THE RIGHT TO PERFORM EMERGENCY REPAIRS TO THE FACILITY. THE COST OF ANY SUCH REPAIRS WILL REMAIN THE RESPONSIBILITY OF THE PROPERTY OWNER(S) AND MAY BE ADDED AS A LIEN ON THE NEXT YEAR'S TAX BILL. FURTHERMORE, IN NO CIRCUMSTANCE SHALL COS C BE SUBDIVIDED OR USED FOR ANY PURPOSE OTHER THAN A STORMWATER MANAGEMENT FACILITY.

Description: A tract of land being a fraction of the South Half (S 1/2) of Section 21, Township 9 South, Range 3 West, Lafayette County, Mississippi; being described in more detail as follows:

Beginning at a 1/2" rebar found near the corner of a barbed wire fence line marking the Southwest corner of Lot 11 Cross Creek Subdivision, Phase I as recorded in Plat Cabinet-B, Slide-135, in the office of the Chancery Clerk, Lafayette County, Mississippi; run thence S 28° 10' 27" E along and near the West line of Cross Creek Subdivision, Phase I and partially along said barbed wire fence line and partially near the West side of a wood fence line for a distance of 686.50 feet to a 1/2" rebar found, passing through a 1/2" rebar found online 596.19 feet back and passing through a 1/2" iron pipe found online 443.29 feet back and leaving said barbed wire fence line 618.36 feet back and passing the beginning of said wood fence line 503.69 feet back and leaving said wood fence line 299.93 feet back; run thence S 68° 09' 30" W leaving said West line for a distance of 862.82 feet to a 1/2" rebar set; run thence N 00° 20' 57" E for a distance of 459.43 feet to a 1/2" rebar found;
run thence N 89° 43' 57" W for a distance of 349.24 feet to a Magnail with survey washer set in pavement on the East right-of-way line of Mississippi State Highway No. 7 (116.93 feet from centerline); run thence along said right-of-way line as follows: N 00° 55' 35" E for a distance of 49.53 feet to a 1/2" rebar set (114.38 feet from centerline); run thence N 89° 04' 25" W for a distance of 14.51 feet to a 1/2" rebar
set (99.89 feet from centerline) at the beginning of a circular curve to the left; run thence along said curve having an arc length of 7.45 feet, a chord bearing of N 00° 22' 24" E, a chord length of 7.45 feet, and a radius of 17,290.20 feet to a 1/2" rebar set (99.43 feet from centerline); run thence N 89° 48' 48" E leaving said right-of-way line for a distance of 351.16 feet to a 1/2" rebar found inside a 1 1/2" PVC pipe; run thence N 00° 14' 07" W for a distance of 386.57 feet to a 1/2" rebar with "PLS 1748" cap found on the South right-of-way line of Cross Creek Drive (42.14 feet from centerline) and the South line of Cross Creek Subdivision, Phase I and near a barbed wire fence line, passing through a 1/2" rebar found inside a 1 1/2" PVC pipe online 332.05 feet back and passing through a 1/2" rebar found inside a 1 1/2" PVC pipe online 113.69 feet back; run thence N 89°54'05" E along said right-of-way line and the South line of Cross Creek Subdivision, Phase I and along and near said fence line for a distance of 60.22 feet to a 1/2" iron pipe found; run thence N 87° 18' 23" E leaving said right-of-way line and continuing along and near said fence line and South line of Cross Creek Subdivision, Phase I for a distance of 457.53 feet to the Point of Beginning of the herein described tract of land. Said tract contains 12.24 acres, more or less.

"True" Geodetic Bearings were established from GPS Observation by Williams Engineering Consultants, Inc. (662-236-9675)

FEMA NOTE:
THIS PROPERTY IS LOCATED PARTLY IN ZONE "X", SPECIAL HAZARD AREA, WHICH IS DEFINED AS AREAS TO BE DETERMINED OUTSIDE THE 500-YR FLOODPLAIN, & PARTLY IN ZONE "A", WHICH IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA INUNDATED BY 100-YR FLOOD, WITHOUT BASE FLOOD ELEVATIONS DETERMINED, ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, MAP NO. 28071C0270C, EFFECTIVE DATE: NOVEMBER 26, 2010.

BENCHMARK (BM):
MAGNAIL SET IN A PAVED DRIVE WITH AN KNOWN ELEVATION OF 315.46, SAID NAIL LOCATED SOUTH 458.03 FEET AND WEST 787.24 FEET FROM THE POB. KNOWN ELEVATIONS BASED ON GPS OBSERVATIONS WITH ESTABLISHED CONNECTION TO CORS MSOX ARP LOCATED IN OXFORD, MS.

PRELIMINARY PLAT

LAFAYETTE LANDING SUBDIVISION

LAFAYETTE COUNTY, MISSISSIPPI

MEDIUM DENSITY RESIDENTIAL (R-2) LOTS: 36
TOTAL AREA: 12.24 AC

OWNER:	ENGINEER:
L&M HOLDINGS, LLC 1428 S. 10TH STREET OXFORD, MS 38655	GRANBERRY & ASSOCIATES 1686 PADINGTON PARK LANE GERMANTOWN, TN 38138

DATE: JULY 2025	SCALE: 1"=50'	SHEET 2 OF 2

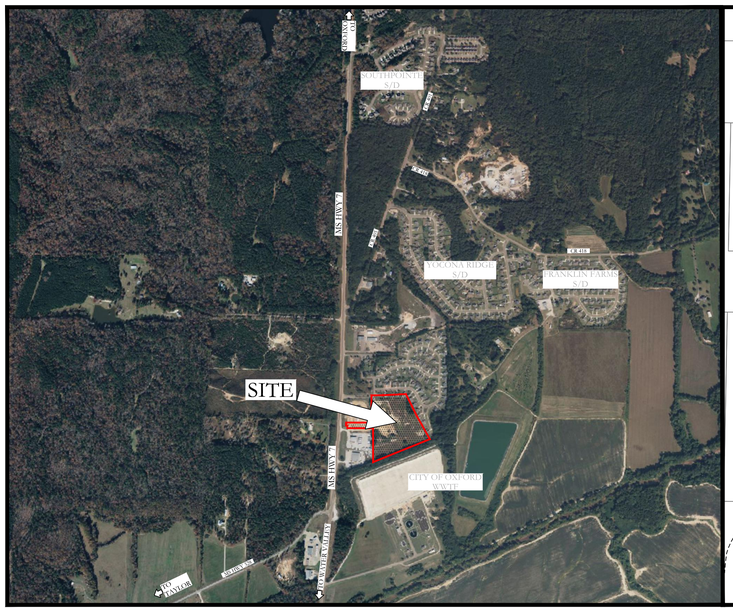
PRELIMINARY PLAT & CONSTRUCTION PLANS

FOR

LAFAYETTE LANDING S/D

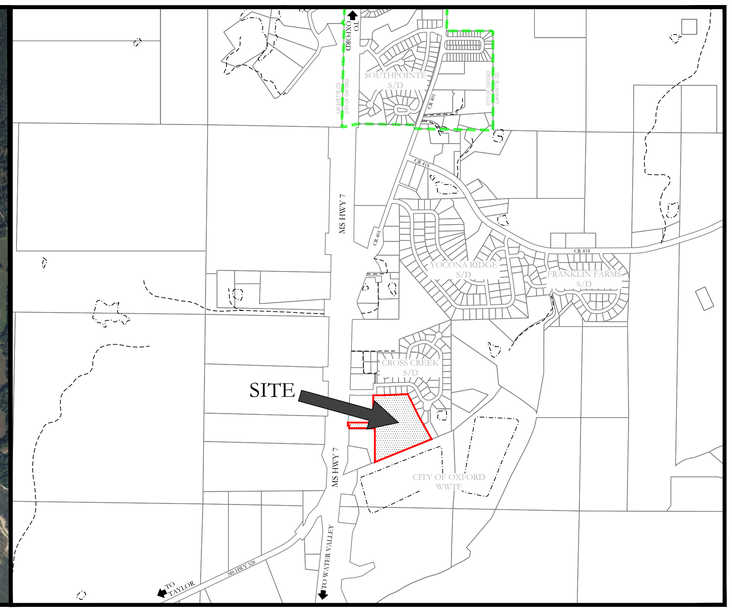
(A SINGLE FAMILY RESIDENTIAL DEVELOPMENT)

L A F A Y E T T E C O U N T Y , M I S S I S S I P P I



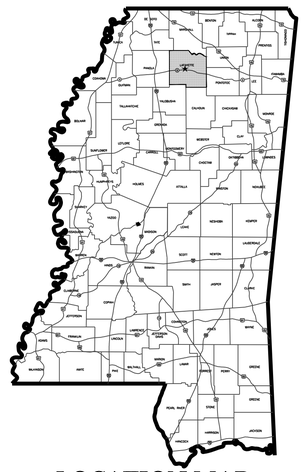
AERIAL MAP

SCALE: 1"=1,000'



VICINITY MAP

SCALE: 1"=1,000'



LOCATION MAP

N.T.S

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DEVELOPER:

L&M HOLDINGS, LLC
1428 S. 10TH STREET
OXFORD, MS 38655

IF, DURING CONSTRUCTION, THE ENGINEER FINDS IT NECESSARY TO CHANGE THE LINES, DIMENSIONS, THICKNESS, GRADES, SLOPES, SECTIONS OR QUANTITIES OR IF SUCH CHANGES ARE ORDERED FOR ANY OTHER REASON; THE FINAL QUANTITIES WILL BE RECOMPUTED BASED ON THE PLAN CHANGES, AS A RESULT OF AUTHORIZED CHANGES. ANY AND ALL MAJOR CHANGES MUST ALSO BE APPROVED BY THE LOCAL GOVERNING AGENCY.

CIVIL ENGINEER:

GRANBERRY & ASSOCIATES
CIVIL ENGINEERING FIRM

GRANBERRY & ASSOCIATES
1686 PADINGTON PARK LANE
GERMANTOWN, TN 38138
PH: 662.312.9672
jgranberry@mccartygranberry.com

SURVEYOR:

WILLIAMS ENGINEERING CONSULTANTS, LLC
720 NORTH LAMAR BLVD., STE. A
OXFORD, MS 38655
PH: 662.236.9675
rdaniels@williamsec.com

LANDSCAPE ARCHITECT:

Sloan Landscape Architecture

SLOAN LANDSCAPE ARCHITECTURE
P.O. BOX 311
TUPELO, MS 38802
PH: 662.610.5588
shipmansloan@gmail.com

GENERAL NOTES:

1. THE CONTRACTOR SHALL NOTIFY THE CITY OF OXFORD ENGINEERING DEPARTMENT AT (662) 232-2306 AND SHALL NOTIFY THE LAFAYETTE COUNTY PLANNING DEPARTMENT AT (662) 236-0237 BEFORE COMMENCING CONSTRUCTION.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ANY UTILITY COMPANY WHICH MAINTAINS A UTILITY LINE WITHIN THE BOUNDARIES OF THE PROJECT BEFORE THE INITIATION OF ANY CONSTRUCTION ON THE PROJECT OR IN THE STREETS BORDERING THE PROJECT. THE CONTRACTOR SHALL ALSO ASSUME RESPONSIBILITY FOR ANY DAMAGE INCURRED BY ANY UTILITY COMPANY TO THEIR UTILITY LINES WHETHER SHOWN ON THE CONSTRUCTION PLANS OR NOT, DURING WORK ON THE PROJECT.

3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, CURBS, APRONS, ETC., FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. EXTREME CARE SHALL BE EXERCISED WHEN EXECUTING CONSTRUCT/ON ACTIVITIES AROUND SUCH STRUCTURES. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT SHALL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.

4. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR SHALL COORDINATE DIRECTLY WITH MISSISSIPPI 811 AND WITH THE INVOLVED UTILITY OWNERS TO GET UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCT/ON ACTIVITIES.

5. ALL NEWLY CUT AND/OR FILLED AREAS LACKING ADEQUATE VEGETATION SHALL BE SEEDED, FERTILIZED, MULCHED AND/OR SODDED AS REQUIRED TO EFFECTIVELY PREVENT SOIL EROSION PER STATE REGULATIONS.

6. ALL CONSTRUCTION WITHIN PUBLIC EASEMENTS AND RIGHT-OF-WAYS SHALL MEET THE CITY OF OXFORD AND/OR LAFAYETTE COUNTY STANDARD SPECIFICATIONS, AS APPLICABLE. CONSTRUCTION WITHIN PRIVATE DEVELOPMENTS (PRIVATE STREETS, DRIVES, ALLEYS AND ASSOCIATED INFRASTRUCTURE) SHALL BE REVIEWED ON A CASE-BY-CASE BASIS.

7. THE CONTRACTOR MUST HAVE WRITTEN APPROVAL FROM THE PROJECT AND THE CITY ENGINEER BEFORE ANY CHANGE IN DESIGN IS MADE.

8. FOR INFORMATION CONCERNING THE UTILITIES, CALL 1-800-351-1111 OR THE RESPECTIVE ORGANIZATION.
   WATER - CITY OF OXFORD UTILITIES/ENGINEERING
   SANITARY SEWER - CITY OF OXFORD UTILITIES/ENGINEERING
   GAS - CENTERPOINTE ENERGY
   ELECTRIC - NORTHEAST MISSISSIPPI ELECTRIC ASSOCIATION (NEMEPA) & TENNESSEE VALLEY AUTHORITY (TVA)
   TELEPHONE/TELECOMMUNICATIONS - AT&T AND C-SPIRE
   CABLE TV - MAXXSOUTH BROADBAND

7. SEVENTY-TWO (72) HOURS BEFORE BEGINNING ANY EXCAVATION, THE CONTRACTOR SHALL CALL 1-800-351-1111 FOR THE LOCATION OF UNDERGROUND UTILITIES. CALL CITY OF OXFORD, PUBLIC WORKS/UTILITIES FOR THE LOCATION OF WATER LINES AND SEWER LINES.

8. THE CONTRACTOR SHALL NOT ENTER UPON NOR CAUSE DAMAGE TO ANY ADJACENT PROPERTIES WITHOUT WRITTEN PERMISSION FROM SAID PROPERTY OWNERS.

9. ALL FILL LIFTS SHALL BE COMPACTED TO A MINIMUM DENSITY OF 95% OF THE STANDARD PROCTOR DENSITY(ASTM D-698) WITH SUITABLE FILL MATERIAL ACCEPTABLE TO TESTING LABORATORY. MAXIMUM LOOSE LIFT TO BE 6".

10. ALL CONCRETE SHALL BE 4,000 PSI, AIR ENTRAINED.

11. ANY EXISTING UTILITIES REQUIRING RELOCATION OR REMOVAL SHALL BE THE DEVELOPER'S RESPONSIBILITY.

12. ALL TRAFFIC CONTROL DEVICES ON THIS PROJECT SHALL COMPLY WITH PART VI OF THE "MANUAL ON UNIFORM TRAFFIC CONTRL DEVICES" (MUTCD), LATEST EDITION.

13. ANY CONSTRUCTION STAKING REQUIRED WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. COST SHALL BE ABSORBED IN OTHER BID ITEMS.

14. MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION, THE MOST CURRENT EDITION, AS PUBLISHED BY THE OFFICE OF STATE AID ROAD CONSTRUCTION SHALL GOVERN THE MATERIALS AND CONSTRUCTION TECHNIQUES OF THIS PROJECT.

15. ALL DRAINAGE PIPE WITHIN THE PROJECT LIMITS, OF PROPOSED CONSTRUCTION, SHALL BE VIDEO-INSPECTED BY THE CONTRACTOR AND SUBMITTED TO THE CITY OF OXFORD PRIOR TO FINAL ACCEPTANCE. ANY PIPE, DAMAGED OR OUT-OF-JOINT, SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT NO COST TO THE PROJECT.

16. COST FOR SAW-CUTTING OF EXISTING PAVEMENTS OR CURBS/SIDEWALKS SHALL BE ABSORBED IN OTHER ITEMS

WATER NOTES

1. ALL WATER MAIN LINES SHALL BE 8" DIAMETER (MIN.) DUCTILE IRON PIPE, CLASS 350.

2. ALL WATER SERVICE LINES SHALL BE 1" 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. METER BOXES MEETING THE CITY OF OXFORD'S REQUIREMENTS SHALL BE PROVIDED FOR EACH LOT BY THE DEVELOPER AND INSTALLED TO GRADE.

10. ALL TAPS MADE BY CITY OF OXFORD ARE TO BE PAID FOR BY CONTRACTOR/DEVELOPER.

11. EXACT LOCATION OF IRRIGATION LINE & METER WITH BACKFLOW PREVENTER SHALL BE DETERMINED BY LANDSCAPE ARCHITECT. SEE LANDSCAPE PLAN FOR ADDITIONAL INFORMATION.

12. SUPPLEMENTAL WATER NEEDED TO MAINTAIN AN ACCEPTABLE STATIC POOL IN THE PONDS SHALL BE PROVIDED AND ROUTED THROUGH THE LANDSCAPING METER. EXACT LOCATION OF THE WATER SUPPLY LINES SHALL BE COORDINATED WITH THE LANDSCAPING AND IRRIGATION PLANS.

13. ALL CORPORATION STOPS SHALL BE FORD 3/4" FB 1000-3G ALL GRIP COMPRESSION OR FORD 1" FB 1000 4G ALL GRIP COMPRESSION.

14. ALL CURB STOPS SHALL BE FORD IP X IP 3/4" BALL VALVE B11-333W OR FORD IP X IP 1" BALL VALVE B11-444W

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 A MINIMUM OF 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.

11. ALL SANITARY SEWER CLEANOUTS LOCATED IN IMPERVIOUS AREA SHALL BE TRAFFIC RATED.

EROSION CONTROL NOTES:

1. EROSION CONTROLS ARE NOT LIMITED TO THE SPECIFIED PRACTICES; HOWEVER, ALTERNATIVE MEASURES MUST BE AS EFFECTIVE IN CONTROLLING EROSION AND SEDIMENTATION.

2. IF THE EROSION CONTROL MEASURES SELECTED AND CONSTRUCTED FAIL TO ADEQUATELY CONTROL EROSION AND OFF-SITE SEDIMENT TRANSPORT, ALTERNATIVE METHODS MUST BE USED AND APPROVED BY THE DIVISION OF ENGINEERING AND MDEQ. INADEQUATELY CONTROLLED EROSION IS A VIOLATION OF MISSISSIPPI STATE LAW AND WILL NOT BE PERMITTED.

3. ANY EROSION CONTROL MEASURES SHOWN HERE ON ARE INTENDED AS A MINIMUM GUIDE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EROSION CONTROLS NECESSARY TO COMPLY WITH ALL APPLICABLE CITY, STATE AND FEDERAL LAWS.

4. CLEARING AND GRUBBING SHALL BE THE MINIMUM NECESSARY FOR GRADING AND EQUIPMENT OPERATION.

5. SEQUENCE CONSTRUCTION SHALL BE USED IN ORDER TO MINIMIZE EXPOSURE TIME OF CLEARED AREA.

6. AVOID GRADING ACTIVITIES DURING MONTHS OF HIGHLY EROSIVE RAINFALL.

7. STABILIZE CLEARED AREA BEFORE PROCEEDING TO CLEAR ANOTHER BY TEMPORARILY OR PERMANENTLY PROTECTING THE DISTURBED SOIL SURFACE FROM RAINFALL IMPACTS AND RUNOFF.

8. EROSION AND SEDIMENT CONTROL MEASURES MUST BE IN PLACE AND FUNCTIONAL PRIOR TO BEGINNING EARTH MOVING OPERATIONS.

9. ALL EROSION CONTROL MEASURES MUST BE PROPERLY CONSTRUCTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

10. EROSION CONTROL MEASURES MUST BE APPROPRIATELY ADJUSTED, RELOCATED AND MODIFIED IN ACCORDANCE WITH APPLICABLE REQUIREMENTS AND REGULATIONS TO ADDRESS CHANGING SITE CONDITIONS AS THE PROJECT PROGRESSES.

11. INSPECT ALL EROSION AND SEDIMENT CONTROL MEASURES TWICE WEEKLY, A MINIMUM OF 72 HOURS APART AND AFTER EACH RAINFALL PER MDEQ CONSTRUCTION GENERAL PERMIT REQUIREMENTS. DAILY CHECKING IS REQUIRED DURING PROLONGED RAINFALL. MAINTAIN A RAIN GAUGE ON SITE WITH A PERMANENT RAINFALL LOG. MAINTAIN A PERMANENT LOG OF CHECKS AND MAINTENANCE MEASURES.

12. KEEP CONSTRUCTION DEBRIS FROM ENTERING SWALES, DITCHES AND STREAM CHANNELS.

13. PROMPTLY BACKFILL AND STABILIZE TRENCHES AND/OR PITS.

14. DESIGNATE A SPECIFIC QUALIFIED INDIVIDUAL TO BE RESPONSIBLE FOR EROSION AND SEDIMENT CONTROLS AND TO KEEP THE PERMANENT JOB LOG. THE PERSON RESPONSIBLE FOR MAINTAINING THE EROSION CONTROL MEASURES AND LOG SHALL HAVE THE APPROPRIATE CERTIFICATION AS REQUIRED BY MDEQ. A COPY OF THIS CERTIFICATION SHALL BE MAINTAINED AT THE JOB SITE.

15. DO NOT PLACE EXCAVATION MATERIAL FROM THE PIPE TRENCHES BETWEEN THE TRENCH AND SWALES, DITCHES OR STREAMS. PLACE MATERIAL ON THE UP SLOPE SIDE OF THE EXCAVATION SUCH THAT ANY EROSION FROM IT IS CAUGHT BY THE TRENCH.

16. BUFFER ZONES SHALL BE PROVIDED TO MEET THE MINIMUM REQUIREMENTS OF THE MDEQ CONSTRUCTION GENERAL PERMIT.

17. DO NOT DESTROY, REMOVE OR DISTURB VEGETATIVE GROUND COVER MORE THAN 14 CALENDAR DAYS PRIOR TO GRADING.

18. DO NOT UNNECESSARILY REMOVE CANOPY; HOWEVER, WHEN NECESSARY, TREES AND SHRUBS SHOULD BE CUT SO THAT THEY FALL AWAY FROM THE DITCH.

19. ANY AREA THAT WILL REMAIN UNFINISHED FOR MORE THAN 14 CALENDAR DAYS SHALL HAVE APPROPRIATE ANNUAL VEGETATION FOR TEMPORARY SOIL STABILIZATION.

20. APPLY PERMANENT SOIL STABILIZATION WITH PERENNIAL VEGETATION AS SOON AS POSSIBLE, BUT NO MORE THAN 14 CALENDAR DAYS AFTER FINAL GRADING.

21. EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, THEN ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL AND/OR TREAT THE SEDIMENT SOURCE BEFORE LAND AND/OR AQUATIC DISTURBANCE MAY CONTINUE.

22. ALL EROSION CONTROL MEASURES SHALL MEET THE MINIMUM REQUIREMENTS OF ALL FEDERAL, STATE AND LOCAL AGENCIES.

23. PROTECT INLETS DURING CONSTRUCTION. KEEP SEDIMENT OUT OF THE STORM DRAINAGE SYSTEM. MODIFY PROTECTION AS CONSTRUCTION PROGRESSES. INSPECT AND MODIFY INLET PROTECTIONS AS NECESSARY TO INSURE SATISFACTORY TRAPPING OF SEDIMENT.

24. IN ACCORDANCE WITH THE CITY OF OXFORD MS4 PERMIT, ALL STATE/NPDES PERMITS ARE REQUIRED TO BE OBTAINED AND IMPLEMENTED BEFORE START-UP OF ANY CONSTRUCTION ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, LAND AND/OR AQUATIC DISTURBANCE.

25. INSTALL STAKED AND ENTRENCHED MULCH SOCKS AND/OR SILT FENCE ALONG THE BASE OF ALL BACKFILLS AND CUTS ON THE DOWNHILL SIDE OF ANY STOCKPILED SOIL AND ALONG ANY DITCH BANKS IN CLEARED AREAS TO PREVENT EROSION INTO DITCHES. PLACE SILT FENCE ALONG CONTOURS, NOT ACROSS. DO NOT ALLOW SILT FENCE TO CAUSE CONCENTRATED FLOW.

26. DIVERT ALL SURFACE WATER FLOWING TOWARD THE CONSTRUCTION AREA AROUND THE CONSTRUCTION AREA BY THE USE OF DIKES, BERMS, CHANNELS OR SEDIMENT TRAPS AS NECESSARY.

27. IF REQUIRED, PLACE COFFERDAMS CONSTRUCTED WITH SANDBAGS, PLASTIC OR NON-ERODIBLE SHEETING ON EITHER SIDE OF PROPOSED LINE CROSSINGS AND EXTEND FROM BANK TO BANK TO PREVENT THE FLOW OF WATER INTO THE CONSTRUCTION AREA. HOLD WATER FROM COFFERDAMS OR EXCAVATIONS IN PROPERLY DESIGNATED SETTLING BASINS, DEWATERING PITS OR FILTER BASINS UNTIL IT IS AT LEAST AS CLEAR AS UPSTREAM WATER BEFORE DISCHARGING INTO SURFACE WATER. ENSURE THAT DISCHARGE DOES NOT CAUSE EROSION AND SEDIMENTATION.

28. DO NOT USE DITCHES FOR THE TRANSPORT OF EQUIPMENT. USE A STABILIZED PAD OF CLEAN AND PROPERLY SIZED ROCK FOR ACCESS TO ROAD CONSTRUCTION. UTILIZE EROSION AND SEDIMENT CONTROL MEASURES AS INDICATED ON THE PLANS AND IN THE CURRENT EDITION OF THE MISSISSIPPI EROSION PREVENTION AND SEDIMENT CONTROL HANDBOOK WHERE DITCH BANKS ARE DISTURBED.

GOVERNING AGENCY CONTACT INFORMATION:

LAFAYETTE COUNTY PLANNING AND DEVELOPMENT DEPARTMENT:
300 NORTH LAMAR
OXFORD, MS 38655
PHONE: (662) 236-0237

LAFAYETTE COUNTY ENGINEER:
P.O. BOX 308
OXFORD, MS 38655
PHONE: (662) 234-1763

LAFAYETTE COUNTY BUILDING INSPECTOR:
300 NORTH LAMAR
OXFORD, MS 38655
PHONE: (662) 236-0237

LAFAYETTE COUNTY FIRE DEPARTMENT:
P.O. BOX 1933
OXFORD, MS 38655
PHONE: (662) 232-2880

CITY OF OXFORD, PLANNING DEPARTMENT:
107 COURTHOUSE SQUARE
OXFORD, MS 38655
PHONE: (662) 232-2305

CITY OF OXFORD, ENGINEERING DEPARTMENT:
107 COURTHOUSE SQUARE
OXFORD, MS 38655
PHONE: (662) 232-2306

CITY OF OXFORD, UTILITIES DEPARTMENT:
300 MCELROY DRIVE
OXFORD, MS 38655
PHONE: (662) 232-2373

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ):
ENVIRONMENTAL PERMITS DIVISION
OFFICE OF POLLUTION CONTROL
P.O. BOX 2261
JACKSON, MS 39225
PHONE: (601) 961-5171

MISSISSIPPI DEPARTMENT OF HEALTH (MSDH):
WATER SUPPLY DIVISION
570 E WOODROW WILSON AVE
JACKSON, MS 39216
PHONE: (601) 576-7518

MISSISSIPPI DEPARTMENT OF TRANSPORTATION (MDOT):
150 US HWY 51
BATESVILLE, MS 38606
PHONE: (662) 563-4541

REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE

JOHN GRANBERRY REGISTERED PROFESSIONAL 19894 ENGINEER STATE OF MISSISSIPPI

LAFAYETTE LANDING

OWNER: *L&M HOLDINGS, LLC*
ENGINEER: *GRANBERRY & ASSOCIATES, LLC*

DIVISION OF ENGINEERING

GENERAL NOTES

LAFAYETTE COUNTY, MS

SURVEY: *WILLIAMS ENGINEERING* DATE: *7/15/2024* PROJECT NO.: 1000-127
DESIGN BY: *J. GRANBERRY, P.E.* DATE: *7/3/2025* BOOK:
DRAWN BY: *J. GRANBERRY, P.E.* DATE: *7/3/2025* SCALE: *N.T.S.*

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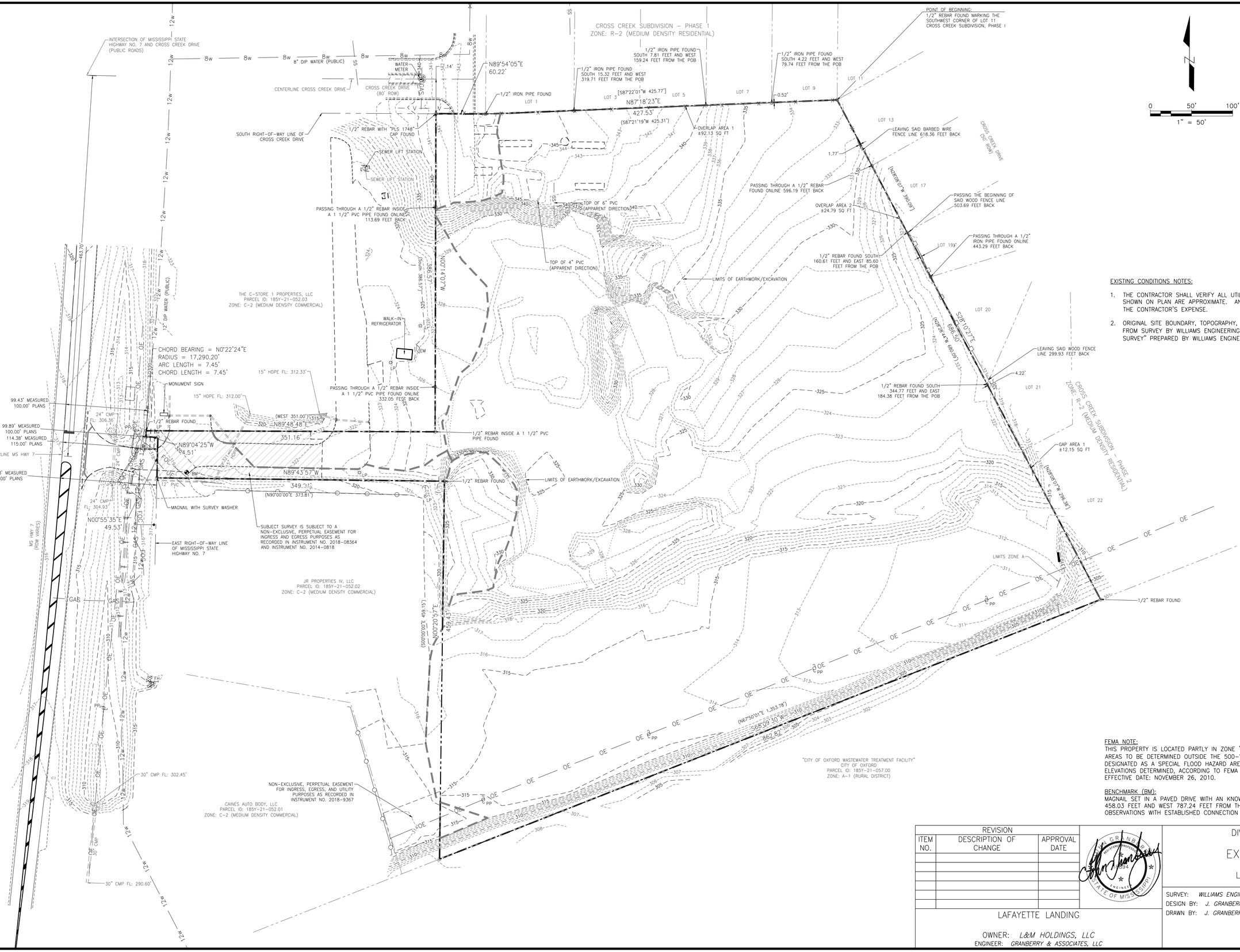


LEGEND

These standard symbols may be found in the drawing.

- PROPERTY LINES
- ADJOINING PROP. LINES
- BACK OF CURB
- FACE OF CURB
- SIDEWALK
- EDGE OF PAVEMENT
- ROADWAY CENTERLINE
- OE — EX. OH ELECTRIC LINES
- UE — EX. UG ELECTRIC LINES
- W — EX. WATER LINES
- SS — EX. SEWER LINES
- EX. STORM DRAIN
- GAS — EX. GAS LINE
- UGC — EX. UG CABLE
- FOC — EX. FIBER OPTIC
- X — EX. FENCE LINES
- EX. SIDEWALK
- EX. EASEMENT
- W — PR. WATER LINE
- SS — PR. SEWER LINE
- PR. STORM DRAIN
- DRAINAGE BASIN
- EASEMENT

EX	PR	
		UTILITY POLE
		FIRE HYDRANT
		LIGHT POLE
		TELEPHONE PEDESTAL
		WATER VALVE
		WATER METER
		SEWER MANHOLE
		DRAINAGE MANHOLE
		ELECTRICAL BOX

EXISTING CONDITIONS NOTES:

1. THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO DIGGING. EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE. ANY DAMAGE TO SUCH UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
2. ORIGINAL SITE BOUNDARY, TOPOGRAPHY, UTILITY, AND AS-BUILT INFORMATION WAS ACQUIRED FROM SURVEY BY WILLIAMS ENGINEERING. FOR COMPLETE ALTA SURVEY, SEE "BOUNDARY SURVEY" PREPARED BY WILLIAMS ENGINEERING AND DATED 8/18/2024.

FEMA NOTE:
THIS PROPERTY IS LOCATED PARTLY IN ZONE "X", SPECIAL HAZARD AREA, WHICH IS DEFINED AS AREAS TO BE DETERMINED OUTSIDE THE 500-YR FLOODPLAIN, & PARTLY IN ZONE "A", WHICH IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA INUNDATED BY 100-YR FLOOD, WITHOUT BASE FLOOD ELEVATIONS DETERMINED, ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, MAP NO. 28071C0270C, EFFECTIVE DATE: NOVEMBER 26, 2010.

BENCHMARK (BM):
MAGNAIL SET IN A PAVED DRIVE WITH AN KNOWN ELEVATION OF 315.46, SAID NAIL LOCATED SOUTH 458.03 FEET AND WEST 787.24 FEET FROM THE POB. KNOWN ELEVATIONS BASED ON GPS OBSERVATIONS WITH ESTABLISHED CONNECTION TO CORS MSOX ARP LOCATED IN OXFORD, MS.

REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE

LAFAYETTE LANDING

OWNER: *L&M HOLDINGS, LLC*
ENGINEER: *GRANBERRY & ASSOCIATES, LLC*

J. GRANBERRY — 13994 — REGISTERED PROFESSIONAL ENGINEER — STATE OF MISSISSIPPI

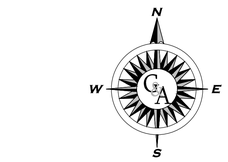
DIVISION OF ENGINEERING

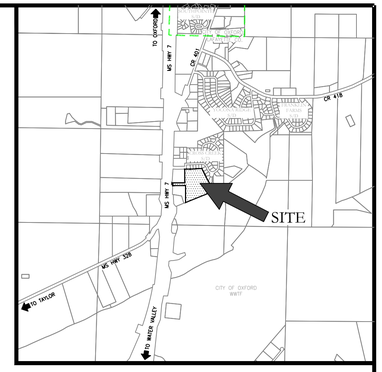
EXISTING CONDITIONS

LAFAYETTE COUNTY, MS

SURVEY: *WILLIAMS ENGINEERING*	DATE: *7/15/2024*	PROJECT NO.: 1000-127	
DESIGN BY: *J. GRANBERRY, P.E.*	DATE: *7/3/2025*	BOOK:	
DRAWN BY: *J. GRANBERRY, P.E.*	DATE: *7/3/2025*	SCALE: *1" = 50'*	

©Granberry Engineering Services, Inc.\Laf\Lafayette Williams Property\Sheets\ 2025 Existing Conditions.dwg





VICINITY MAP
1" = 2,000'

CROSS CREEK SUBDIVISION – PHASE 1
ZONE: R-2 (MEDIUM DENSITY RESIDENTIAL)

POINT OF BEGINNING:
1/2" REBAR FOUND MARKING THE SOUTHWEST CORNER OF LOT 11 CROSS CREEK SUBDIVISION, PHASE I

N89° 42' 35"W – 60.22'

S87° 41' 43"W – 427.53'

1/2" IRON PIPE FOUND

VARIABLE WIDTH RETAINING WALL ESMT. (PRIVATELY OWNED) 0.02 AC (960 SF)

1/2" IRON PIPE FOUND SOUTH 15.32 FEET AND WEST 319.71 FEET FROM THE POB

1/2" IRON PIPE FOUND SOUTH 7.81 FEET AND WEST 159.24 FEET FROM THE POB

OVERLAP AREA 1 ±92.13 SQ FT

1/2" IRON PIPE FOUND SOUTH 4.22 FEET AND WEST 79.74 FEET FROM THE POB

0.52'

42.14'

CENTERLINE CROSS CREEK DRIVE

CROSS CREEK DRIVE (80' ROW)

SOUTH RIGHT-OF-WAY LINE OF CROSS CREEK DRIVE

1/2" REBAR WITH "PLS 1748" CAP FOUND

CROSS CREEK DRIVE (50' ROW)

LOT 13

LEAVING SAID BARBED WIRE FENCE LINE 618.36 FEET BACK

1.77'

PASSING THROUGH A 1/2" REBAR FOUND ONLINE 596.19 FEET BACK

LOT 17

OVERLAP AREA 2 ±24.79 SQ FT

1/2" REBAR FOUND SOUTH 160.61 FEET AND EAST 85.60 FEET FROM THE POB

PASSING THE BEGINNING OF SAID WOOD FENCE LINE 503.69 FEET BACK

LOT 19

2.29'

PASSING THROUGH A 1/2" IRON PIPE FOUND ONLINE 443.29 FEET BACK

LOT 20

N27° 47' 07"W – 686.50'

10' PRIVATE DRAINAGE ESMT. 0.09 AC 3,781 SF

LEAVING SAID WOOD FENCE LINE 299.93 FEET BACK

4.22'

LOT 21

1/2" REBAR FOUND SOUTH 344.77 FEET AND EAST 184.38 FEET FROM THE POB

CROSS CREEK SUBDIVISION – PHASE 2
ZONE: R-2 (MEDIUM DENSITY RESIDENTIAL)

CAP AREA 1 ±12.15 SQ FT

LOT 22

AREA RESERVED FOR STORMWATER DETENTION

COS C 24,829 SF

LIMITS ZONE A

1/2" REBAR FOUND

PASSING THROUGH A 1/2" REBAR INSIDE A 1 1/2" PVC PIPE FOUND ONLINE 113.69 FEET BACK

S0° 09' 12"W – 386.57'

GADWALL PLACE (50' R.O.W.)

20'-50' F/Y BUILD-TO ZONE

LOT 1 8,118 SF
LOT 2 7,500 SF
LOT 3 7,500 SF
LOT 4 7,500 SF
LOT 5 9,275 SF
LOT 6 12,848 SF
LOT 7 10,591 SF
LOT 8 7,576 SF
LOT 9 7,512 SF
LOT 10 7,511 SF
LOT 11 7,510 SF
LOT 12 7,879 SF
LOT 13 7,500 SF

10' SIDE S/B
20' REAR S/B
125.0'
60.0'
50.0'

COS A 8,247 SF

LOT 29 8,324 SF
LOT 28 8,288 SF
LOT 27 9,568 SF
138.4'

THE C-STORE 1 PROPERTIES, LLC
PARCEL ID: 185Y-21-052.03
ZONE: C-2 (MEDIUM DENSITY COMMERCIAL)

CENTERLINE MISSISSIPPI STATE HIGHWAY NO. 7

LOT 30 7,825 SF
LOT 31 7,539 SF
LOT 32 10,886 SF
66.1'
115.1'
20' PVT. DRAINAGE ESMT. 0.04 AC 1,561 SF

LOT 36 7,872 SF
LOT 35 7,585 SF
LOT 34 7,582 SF
LOT 33 10,372 SF
115.8'
66.0'
65.0'

GREENHEAD DRIVE (50' R.O.W.)

1/2" REBAR FOUND

99.43' MEASURED 100.00' PLANS

99.89' MEASURED 100.00' PLANS

114.38' MEASURED 115.00' PLANS

116.93' MEASURED 115.00' PLANS

C24

N89° 47' 52"W – 351.16'

S88° 41' 06"E – 14.51'

S1° 18' 54"W – 49.53'

PASSING THROUGH A 1/2" REBAR INSIDE A 1 1/2" PVC PIPE FOUND ONLINE 332.05 FEET BACK

1/2" REBAR INSIDE A 1 1/2" PVC PIPE FOUND

WIGEON WAY (60' R.O.W.)

WIGEON WAY (50' R.O.W.)

S89° 20' 38"E – 349.24'

1/2" REBAR FOUND

MAGNAIL WITH SURVEY WASHER

SUBJECT SURVEY IS SUBJECT TO A NON-EXCLUSIVE, PERPETUAL EASEMENT FOR INGRESS AND EGRESS PURPOSES AS RECORDED IN INSTRUMENT NO. 2018-08364 AND INSTRUMENT NO. 2014-0818

EAST RIGHT-OF-WAY LINE OF MISSISSIPPI STATE HIGHWAY NO. 7

MS HWY 7 (ROW VARIES)

LOT 26 8,696 SF
10' SIDE S/B

10' PRIVATE DRAINAGE ESMT. 0.02 AC 1,050 SF

LOT 25 7,500 SF

JR PROPERTIES IV, LLC
PARCEL ID: 185Y-21-052.02
ZONE: C-2 (MEDIUM DENSITY COMMERCIAL)

LOT 24 7,500 SF
125.0'

COS B 46,979 SF

SPRIG HOLLOW ROAD (50' R.O.W.)

20'-50' F/Y BUILD-TO ZONE

S0° 44' 17"W – 459.43'

LOT 23 7,673 SF

LOT 14 9,042 SF
LOT 15 7,500 SF
LOT 16 7,500 SF
LOT 17 7,500 SF
LOT 18 7,500 SF
LOT 19 7,500 SF
LOT 20 7,619 SF
LOT 22 17,508 SF
LOT 21 11,592 SF

20' BUFFER YARD

20' PUBLIC SEWER ESMT. 0.01 AC 616 SF

10' PRIVATE DRAINAGE ESMT. 0.06 AC 2,690 SF

N68° 32' 49"E – 862.82'

10' PRIVATE DRAINAGE ESMT. 0.03 AC 1,255 SF

NON-EXCLUSIVE, PERPETUAL EASEMENT FOR INGRESS, EGRESS, AND UTILITY PURPOSES AS RECORDED IN INSTRUMENT NO. 2018-9367

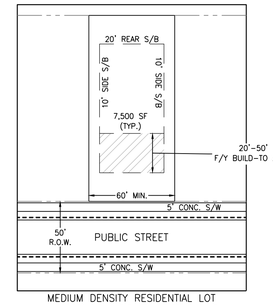
CAINES AUTO BODY, LLC
PARCEL ID: 185Y-21-052.01
ZONE: C-2 (MEDIUM DENSITY COMMERCIAL)

"CITY OF OXFORD WASTEWATER TREATMENT FACILITY"
CITY OF OXFORD
PARCEL ID: 185Y-21-057.00
ZONE: A-1 (RURAL DISTRICT)

LEGEND

THESE STANDARD SYMBOLS MAY BE FOUND IN THE DRAWING

- PROPERTY CORNERS
- IRON PIPE/PIN
- CONCRETE MONUMENT
- PROPERTY BOUNDARY LINE
- LOT LINE
- SETBACK / BUILD-TO LINE
- ADJACENT PROPERTY LINE
- RETAINING WALL ESMT.
- BUILD-TO ZONE
- EXISTING PERPETUAL INGRESS/EGRESS EASEMENT
- PRIVATE DRAINAGE EASEMENT
- PUBLIC SEWER EASEMENT
- 20' LANDSCAPE BUFFER YARD



MEDIUM DENSITY RESIDENTIAL LOT
MIN. 7,500 S.F. – TYP. 60' @ SETBACK LINE

TYPICAL LOT LAYOUT
N.T.S.

FEMA NOTE:
THIS PROPERTY IS LOCATED PARTLY IN ZONE "X", SPECIAL HAZARD AREA, WHICH IS DEFINED AS AREAS TO BE DETERMINED OUTSIDE THE 500-YR FLOODPLAIN, & PARTLY IN ZONE "A", WHICH IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA INUNDATED BY 100-YR FLOOD, WITHOUT BASE FLOOD ELEVATIONS DETERMINED, ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, MAP NO. 28071C0270C, EFFECTIVE DATE: NOVEMBER 26, 2010.

BENCHMARK (BM):
MAGNAIL SET IN A PAVED DRIVE WITH AN KNOWN ELEVATION OF 315.46, SAID NAIL LOCATED SOUTH 458.03 FEET AND WEST 787.24 FEET FROM THE POB. KNOWN ELEVATIONS BASED ON GPS OBSERVATIONS WITH ESTABLISHED CONNECTION TO CORS MSOX ARP LOCATED IN OXFORD, MS.

PRELIMINARY PLAT

LAFAYETTE LANDING SUBDIVISION

LAFAYETTE COUNTY, MISSISSIPPI

MEDIUM DENSITY RESIDENTIAL (R-2) LOTS: 36
TOTAL AREA: 12.24 AC

OWNER:	ENGINEER:
L&M HOLDINGS, LLC 1428 S. 10TH STREET OXFORD, MS 38655	GRANBERRY & ASSOCIATES 1686 PADINGTON PARK LANE GERMANTOWN, TN 38138

DATE: JULY 2025	SCALE: 1"=50'	SHEET 1 OF 2

OWNERS CERTIFICATE (DEVELOPER)

I, LARS LOSEE, MANAGING MEMBER OF L&M HOLDINGS, LLC, AND AS OWNER OF THE TRACT OF LAND HEREIN DESCRIBED, CERTIFY THAT I DID CAUSE SAID LAND TO BE SUBDIVIDED AND PLATTED AS SHOWN ON THIS PLAT OF LAFAYETTE LANDING, AND THE STREETS ARE DEDICATED TO THE USE OF THE PUBLIC FOREVER. UTILITY EASEMENTS ARE ALSO DEDICATED TO THE PUBLIC AND/OR PRIVATE UTILITY COMPANIES WHICH SERVE THIS SUBDIVISION, SUBJECT TO THE REGULATIONS OF AND APPROVAL BY THE CITY OR OXFORD. SUCH SUBDIVISION AND DEDICATION IS THE OWNER'S OWN ACT AND DEED OF HIS OWN FREE WILL.

WITNESS MY HAND AND SIGNATURE THIS THE _____ DAY OF _____, 20_____.

SIGNED: _____
LARS LOSEE, MANAGING MEMBER

NOTARY'S CERTIFICATE
STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THIS THE _____ DAY OF _____, 20_____ WITHIN MY JURISDICTION, THE WITHIN NAMED LARS LOSEE, WHO ACKNOWLEDGED THAT HE IS THE MANAGING MEMBER OF L&M HOLDINGS, LLC, AND THAT IN SAID REPRESENTATIVE CAPACITY, HE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED TO DO SO.

MY COMMISSION EXPIRES

_____ _____
NOTARY PUBLIC

MORTGAGEE'S CERTIFICATE

TRUSTMARK NATIONAL BANK, MORTGAGEE OF THE PROPERTY HEREIN, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE UTILITY EASEMENTS AS SHOWN ON THE PLAN OF THE SUBDIVISION TO THE CITY OF OXFORD AND LAFAYETTE COUNTY, MISSISSIPPI, FOR THE PUBLIC USE FOREVER. I CERTIFY THAT I AM THE MORTGAGEE IN 'FEE' SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE THIS THE _____ DAY OF _____, 20_____.

SIGNED: _____
KEVIN STRINGER, FIRST VICE PRESIDENT
TRUSTMARK NATIONAL BANK

NOTARY'S CERTIFICATE
STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THIS THE _____DAY OF _____, 20_____ WITHIN MY JURISDICTION, THE WITHIN NAMED KEVIN STRINGER, WHO ACKNOWLEDGED THAT HE IS THE FIRST VICE PRESIDENT OF TRUSTMARK NATIONAL BANK, AND THAT IN SAID REPRESENTATIVE CAPACITY, HE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED TO DO SO.

MY COMMISSION EXPIRES

_____ _____
NOTARY PUBLIC

CITY OF OXFORD PLANNING COMMISSION APPROVAL
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 _____, 20_____

SIGNED: _____
CHAIRMAN
CITY OF OXFORD PLANNING COMMISSION

CITY OF OXFORD BOARD OF ALDERMEN APPROVAL
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_____.

SIGNED: _____ ATTEST: _____
ROBYN TANNEHILL – MAYOR CITY CLERK
CITY OF OXFORD

CITY ENGINEER'S CERTIFICATE

I CERTIFY THAT L&M HOLDINGS, LLC HAS COMPLIED WITH ONE OF THE FOLLOWING ALTERNATIVES FOR LAFAYETTE LANDING:

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 THE _____DAY OF _____, 20_____.

_____
JOHN CRAWLEY, P.E.
CITY ENGINEER
CITY OF OXFORD

FILING CERTIFICATION BY CHANCERY CLERK
STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

PERSONALLY APPEARED BEFORE ME, SHERRY WALL, CHANCERY CLERK, IN AND FOR LAFAYETTE COUNTY, MISSISSIPPI, LARS LOSEE , WHO EXECUTED THE ATTACHED OWNER'S CERTIFICATE THAT WAS SIGNED AND DELIVERED OF HIS OWN FREE ACT AND DEED.

_____
SHERRY WALL – CHANCERY CLERK
COUNTY OF LAFAYETTE
STATE OF MISSISSIPPI

WITNESS MY HAND AND SIGNATURE ON THIS, THE _____DAY OF _____ 20_____ AND WAS DULY RECORDED IN PLAT CABINET _____, SLIDE _____.

_____
SHERRY WALL – CHANCERY CLERK

RESTRICTIVE COVENANTS

THE PROPERTY LOCATED IN LAFAYETTE CO., MISSISSIPPI, AS SHOWN ON THIS PLAT IS SUBJECT TO THE RESTRICTIVE COVENANTS WHICH ARE SET OUT IN INSTRUMENT RECORDED IN INSTRUMENT NUMBER_____ OF THE DEED RECORDS OF LAFAYETTE CO., MISSISSIPPI.

_____
CHANCERY COURT CLERK

ENGINEER'S CERTIFICATE:

I CERTIFY THAT LAFAYETTE LANDING 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 ON THIS, THE_____DAY OF _____, 20_____.

SIGNED: _____
JOHN GRANBERRY, P.E.
LICENSE#: 18894

SURVEYOR'S CERTIFICATE

I CERTIFY THAT THE WITHIN PLAT OF LAFAYETTE LANDING 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 ON THIS, THE _____DAY OF _____, 20_____.

SIGNED: _____
RICHARD DANIELS, PLS
MISSISSIPPI CERTIFICATE #: 02922

CERTIFICATE OF ACCEPTANCE
LAFAYETTE COUNTY PLANNING COMMISSION

APPROVED AND RECOMMENDED FOR ACCEPTANCE BY THE LAFAYETTE COUNTY PLANNING COMMISSION, THIS THE _____ DAY OF_____, 20_____.

_____
CHAIRMAN, PLANNING COMMISSION
LAFAYETTE COUNTY

CERTIFICATE OF ACCEPTANCE
LAFAYETTE COUNTY BOARD OF SUPERVISORS

ACCEPTED AND APPROVED BY THE LAFAYETTE COUNTY BOARD OF SUPERVISORS, THIS THE _____ DAY OF _____, 20_____ BY ORDER OF THE BOARD OF SUPERVISORS RECORDED IN INSTRUMENT #_____.

SIGNED: _____ ATTEST: _____
PRESIDENT, BOARD OF SUPERVISORS SHERRY WALL, CHANCERY CLERK
LAFAYETTE COUNTY, MISSISSIPPI LAFAYETTE COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK _____,M., ON THE _____ DAY OF _____, 20_____ AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEX AND DULY RECORDED IN PLAT CABINET _____, PAGE _____.

_____
CHANCERY COURT CLERK

NOTES:

1. ALL SIDE AND REAR YARD SWALES ARE TO ACT AS DRAINAGE WAYS. THEY ARE PRIVATE AND ARE TO BE MAINTAINED BY THE LOT OWNER. THEY ARE SUBJECT TO ENFORCEMENT BY THE HOMEOWNER'S ASSOCIATION.
2. ALL SIDEWALK DRIVE/STREET CROSSINGS SHALL MEET CURRENT ADA, CITY, AND COUNTY REGULATIONS.
3. DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.
4. THERE IS A 5' UTILITY EASEMENT ALONG ALL FRONT, SIDE, AND REAR PROPERTY LINES ON ALL LOTS UNLESS OTHERWISE NOTED.
5. LAFAYETTE COUNTY AND/OR THE CITY OF OXFORD DOES NOT OWN OR MAINTAIN ANY STORM DRAINAGE PIPES LOCATED OUTSIDE OF THE RIGHT-OF-WAY, UNLESS SAID STORM DRAINAGE IS LOCATED WITHIN A PUBLIC DRAINAGE EASEMENT. THE HOMEOWNER'S ASSOCIATION SHALL OWN AND MAINTAIN ALL STORM DRAINAGE PIPES LOCATED OUTSIDE OF THE RIGHT-OF-WAY.
6. OWNERS OF ALL LOTS SHALL BE SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS OF LAFAYETTE LANDING SUBDIVISION RESIDENTIAL HOMEOWNER'S ASSOCIATION, INC. AS RECORDED IN OFFICIAL RECORDS INST. #_____ OF THE PUBLIC RECORDS OF LAFAYETTE COUNTY, MISSISSIPPI.
7. ALL STORM WATER FOR THIS DEVELOPMENT SHALL BE CONVEYED TO THE STORMWATER DETENTION SYSTEM LOCATED ON COMMON OPEN SPACE (COS) C AS SHOWN ON THE PRELIMINARY PLAT OF LAFAYETTE LANDING SUBDIVISION.
8. 1/2" IRON PINS SHALL BE SET AT ALL PROPOSED LOT CORNERS.
9. ALL COMMON OPEN SPACES (COS) A-C AND ALL STORMWATER MANAGEMENT FACILITIES, LANDSCAPING, WALKING TRAILS, BIKE TRAILS, PATHWAYS, STRUCTURES, ETC. SHALL BE MAINTAINED BY THE LAFAYETTE LANDING RESIDENTIAL HOMEOWNER'S ASSOCIATION.
10. BY THE ACCEPTANCE OF THE DEED TO ANY LOT OF LAFAYETTE LANDING SUBDIVISION, THE LOT OWNERS OF SAID LOTS SHALL ACKNOWLEDGE NOTICE OF AND HEREBY WAIVE ANY PRESENT OR FUTURE OBJECTIONS TO ANY FURTHER DEVELOPMENT PLANS OF ANY LOTS LOCATED WITHIN LAFAYETTE LANDING SUBDIVISION AND TO ANY AMENDMENTS THAT MAY BE REQUIRED TO THE FILED PLAT HEREIN AND/OR COVENANTS OF THE SUBDIVISION BY THE DEVELOPER FOR THE DEVELOPMENT OF SAID LOTS AS HEREIN SET OUT.
11. ALL AREAS OF RIGHT-OF-WAY (R.O.W.) SHOWN HEREIN ARE PUBLIC.
12. A LOT OWNER'S INTEREST IN THE COMMON AREA MAY NOT BE SEVERED FROM THE INTEREST IN THE LOT.
13. THE COMMON AREA PARCEL'S AD VALOREM TAX VALUE SHALL BE ASSESSED TO EACH LOT OWNER ON A PRORATED BASIS AS PART OF EACH LOT OWNER'S TOTAL ASSESSMENT.
14. THE STORM WATER DETENTION SYSTEM LOCATED ON COMMON OPEN SPACE (COS) C OF THIS SUBDIVISION SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION AND/OR BY THE PROPERTY OWNER(S) OF THE LOTS. EACH PROPERTY OWNER SHALL OWN THEIR PRO RATA SHARE, BY AREA PERCENTAGE OF THEIR LOT, OF THE STORMWATER DETENTION SYSTEM. SUCH MAINTENANCE SHALL BE PERFORMED SO AS TO ENSURE THAT THE SYSTEM OPERATES IN ACCORDANCE WITH THE APPROVED PLAN ON FILE IN THE COUNTY/CITY ENGINEER'S OFFICE. SUCH MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO REMOVAL OF SEDIMENTATION, FALLEN OBJECTS, DEBRIS AND TRASH, MOWING, OUTLET CLEANING AND REPAIR OF DRAINAGE STRUCTURES. THE COUNTY/CITY SHALL HAVE A 'RIGHT OF ACCESS' TO USE THE DRIVES, PARKING AREAS AND YARDS OF THIS PROPERTY TO MAKE INSPECTIONS OF THE STORM WATER DETENTION FACILITIES TO ENSURE THAT SAID MAINTENANCE HAS BEEN PROPERLY PERFORMED. IN THE EVENT THAT THE PROPERTY OWNER(S) HAVE NOT PROPERLY PERFORMED MAINTENANCE ON THE FACILITIES, TO THE EXTENT THAT THE FACILITIES POSES A THREAT TO PUBLIC HEALTH, SAFETY OR WELFARE, THE COUNTY/CITY SHALL RETAIN THE RIGHT TO PERFORM EMERGENCY REPAIRS TO THE FACILITY. THE COST OF ANY SUCH REPAIRS WILL REMAIN THE RESPONSIBILITY OF THE PROPERTY OWNER(S) AND MAY BE ADDED AS A LIEN ON THE NEXT YEAR'S TAX BILL. FURTHERMORE, IN NO CIRCUMSTANCE SHALL COS C BE SUBDIVIDED OR USED FOR ANY PURPOSE OTHER THAN A STORMWATER MANAGEMENT FACILITY.

Description: A tract of land being a fraction of the South Half (S 1/2) of Section 21, Township 9 South, Range 3 West, Lafayette County, Mississippi; being described in more detail as follows:

Beginning at a 1/2" rebar found near the corner of a barbed wire fence line marking the Southwest corner of Lot 11 Cross Creek Subdivision, Phase I as recorded in Plat Cabinet-B, Slide-135, in the office of the Chancery Clerk, Lafayette County, Mississippi; run thence S 28° 10' 27" E along and near the West line of Cross Creek Subdivision, Phase I and partially along said barbed wire fence line and partially near the West side of a wood fence line for a distance of 686.50 feet to a 1/2" rebar found, passing through a 1/2" rebar found online 596.19 feet back and passing through a 1/2" iron pipe found online 443.29 feet back and leaving said barbed wire fence line 618.36 feet back and passing the beginning of said wood fence line 503.69 feet back and leaving said wood fence line 299.93 feet back; run thence S 68° 09' 30" W leaving said West line for a distance of 862.82 feet to a 1/2" rebar set; run thence N 00° 20' 57" E for a distance of 459.43 feet to a 1/2" rebar found;
run thence N 89° 43' 57" W for a distance of 349.24 feet to a Magnail with survey washer set in pavement on the East right-of-way line of Mississippi State Highway No. 7 (116.93 feet from centerline); run thence along said right-of-way line as follows: N 00° 55' 35" E for a distance of 49.53 feet to a 1/2" rebar set (114.38 feet from centerline); run thence N 89° 04' 25" W for a distance of 14.51 feet to a 1/2" rebar
set (99.89 feet from centerline) at the beginning of a circular curve to the left; run thence along said curve having an arc length of 7.45 feet, a chord bearing of N 00° 22' 24" E, a chord length of 7.45 feet, and a radius of 17,290.20 feet to a 1/2" rebar set (99.43 feet from centerline); run thence N 89° 48' 48" E leaving said right-of-way line for a distance of 351.16 feet to a 1/2" rebar found inside a 1 1/2" PVC pipe; run thence N 00° 14' 07" W for a distance of 386.57 feet to a 1/2" rebar with "PLS 1748" cap found on the South right-of-way line of Cross Creek Drive (42.14 feet from centerline) and the South line of Cross Creek Subdivision, Phase I and near a barbed wire fence line, passing through a 1/2" rebar found inside a 1 1/2" PVC pipe online 332.05 feet back and passing through a 1/2" rebar found inside a 1 1/2" PVC pipe online 113.69 feet back; run thence N 89°54'05" E along said right-of-way line and the South line of Cross Creek Subdivision, Phase I and along and near said fence line for a distance of 60.22 feet to a 1/2" iron pipe found; run thence N 87° 18' 23" E leaving said right-of-way line and continuing along and near said fence line and South line of Cross Creek Subdivision, Phase I for a distance of 457.53 feet to the Point of Beginning of the herein described tract of land. Said tract contains 12.24 acres, more or less.

"True" Geodetic Bearings were established from GPS Observation by Williams Engineering Consultants, Inc. (662-236-9675)

FEMA NOTE:
THIS PROPERTY IS LOCATED PARTLY IN ZONE "X", SPECIAL HAZARD AREA, WHICH IS DEFINED AS AREAS TO BE DETERMINED OUTSIDE THE 500-YR FLOODPLAIN, & PARTLY IN ZONE "A", WHICH IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA INUNDATED BY 100-YR FLOOD, WITHOUT BASE FLOOD ELEVATIONS DETERMINED, ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, MAP NO. 28071C0270C, EFFECTIVE DATE: NOVEMBER 26, 2010.

BENCHMARK (BM):
MAGNAIL SET IN A PAVED DRIVE WITH AN KNOWN ELEVATION OF 315.46, SAID NAIL LOCATED SOUTH 458.03 FEET AND WEST 787.24 FEET FROM THE POB. KNOWN ELEVATIONS BASED ON GPS OBSERVATIONS WITH ESTABLISHED CONNECTION TO CORS MSOX ARP LOCATED IN OXFORD, MS.

PRELIMINARY PLAT

LAFAYETTE LANDING SUBDIVISION

LAFAYETTE COUNTY, MISSISSIPPI

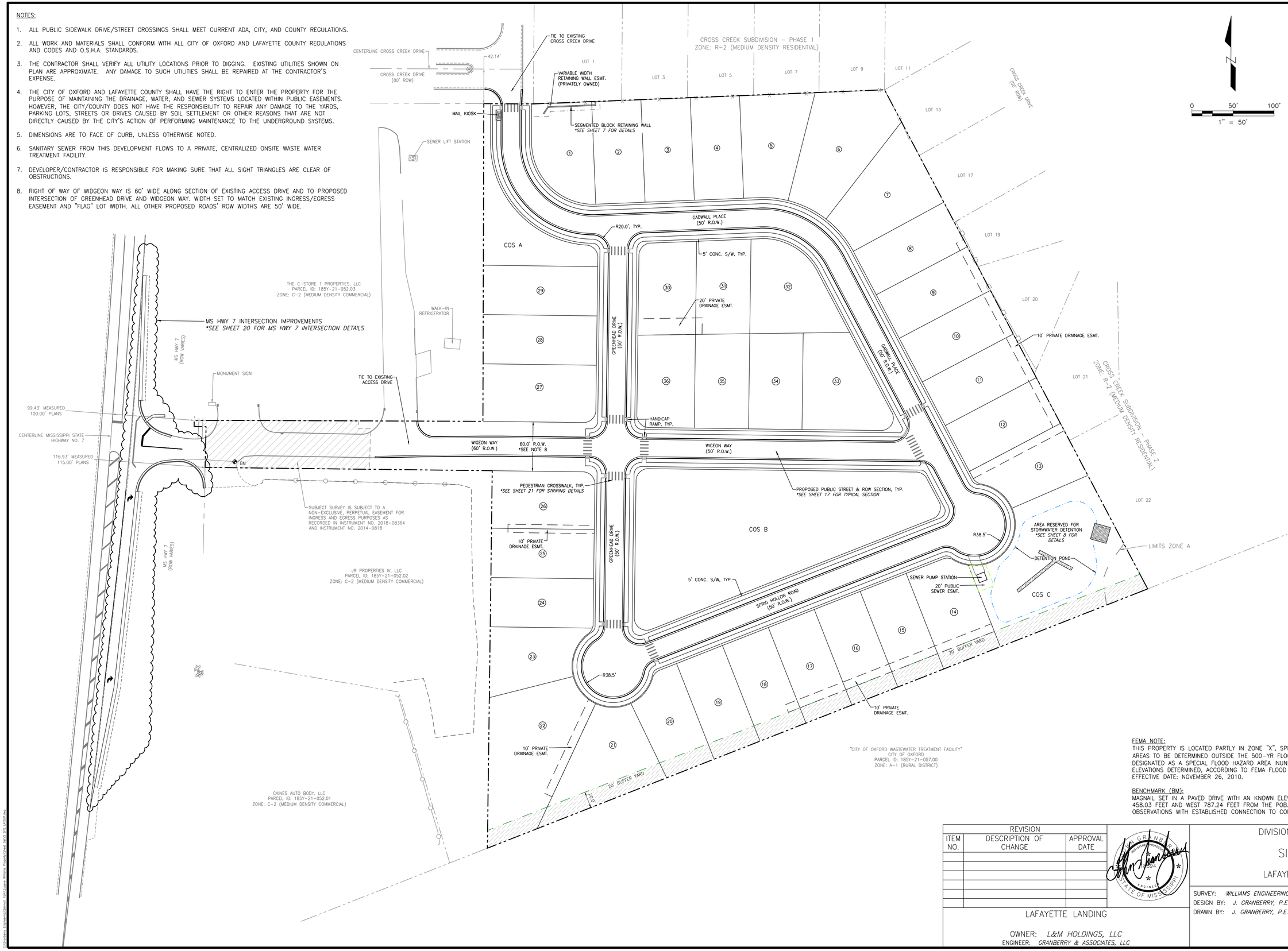
MEDIUM DENSITY RESIDENTIAL (R-2) LOTS: 36
TOTAL AREA: 12.24 AC

OWNER:	ENGINEER:
L&M HOLDINGS, LLC 1428 S. 10TH STREET OXFORD, MS 38655	GRANBERRY & ASSOCIATES 1686 PADINGTON PARK LANE GERMANTOWN, TN 38138

DATE: JULY 2025	SCALE: 1"=50'	SHEET 2 OF 2

NOTES:

1. ALL PUBLIC SIDEWALK DRIVE/STREET CROSSINGS SHALL MEET CURRENT ADA, CITY, AND COUNTY REGULATIONS.
2. ALL WORK AND MATERIALS SHALL CONFORM WITH ALL CITY OF OXFORD AND LAFAYETTE COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
3. THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO DIGGING. EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE. ANY DAMAGE TO SUCH UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
4. THE CITY OF OXFORD AND LAFAYETTE COUNTY SHALL HAVE THE RIGHT TO ENTER THE PROPERTY FOR THE PURPOSE OF MAINTAINING THE DRAINAGE, WATER, AND SEWER SYSTEMS LOCATED WITHIN PUBLIC EASEMENTS. HOWEVER, THE CITY/COUNTY DOES NOT HAVE THE RESPONSIBILITY TO REPAIR ANY DAMAGE TO THE YARDS, PARKING LOTS, STREETS OR DRIVES CAUSED BY SOIL SETTLEMENT OR OTHER REASONS THAT ARE NOT DIRECTLY CAUSED BY THE CITY'S ACTION OF PERFORMING MAINTENANCE TO THE UNDERGROUND SYSTEMS.
5. DIMENSIONS ARE TO FACE OF CURB, UNLESS OTHERWISE NOTED.
6. SANITARY SEWER FROM THIS DEVELOPMENT FLOWS TO A PRIVATE, CENTRALIZED ONSITE WASTE WATER TREATMENT FACILITY.
7. DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.
8. RIGHT OF WAY OF WIDGEON WAY IS 60' WIDE ALONG SECTION OF EXISTING ACCESS DRIVE AND TO PROPOSED INTERSECTION OF GREENHEAD DRIVE AND WIDGEON WAY. WIDTH SET TO MATCH EXISTING INGRESS/EGRESS EASEMENT AND "FLAG" LOT WIDTH. ALL OTHER PROPOSED ROADS' ROW WIDTHS ARE 50' WIDE.



LEGEND

These standard symbols may be found in the drawing.

- PROPERTY LINES
- ADJOINING PROP. LINES
- BACK OF CURB
- FACE OF CURB
- SIDEWALK
- EDGE OF PAVEMENT
- ROADWAY CENTERLINE
- OE — EX. OH ELECTRIC LINES
- UE — EX. UG ELECTRIC LINES
- W — EX. WATER LINES
- SS — EX. SEWER LINES
- EX. STORM DRAIN
- GAS — EX. GAS LINE
- UGC — EX. UG CABLE
- FOC — EX. FIBER OPTIC
- X — EX. FENCE LINES
- EX. SIDEWALK
- EX. EASEMENT
- W — PR. WATER LINE
- SS — PR. SEWER LINE
- PR. STORM DRAIN
- PR. POND
- EASEMENT
- PUBLIC SEWER ESMT.
- RETAINING WALL ESMT.

EX.	PR.	
		UTILITY POLE
		FIRE HYDRANT
		LIGHT POLE
		TELEPHONE PEDESTAL
		WATER VALVE
		WATER METER
		SEWER MANHOLE
		DRAINAGE MANHOLE
		ELECTRICAL BOX

- LANDSCAPING AND/OR BUFFER YARD AREA
- EXISTING PERPETUAL INGRESS/EGRESS EASEMENT
- PRIVATE DRAINAGE EASEMENT
- PUBLIC SEWER EASEMENT

FEMA NOTE:
THIS PROPERTY IS LOCATED PARTLY IN ZONE "X", SPECIAL HAZARD AREA, WHICH IS DEFINED AS AREAS TO BE DETERMINED OUTSIDE THE 500-YR FLOODPLAIN, & PARTLY IN ZONE "A", WHICH IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA INUNDATED BY 100-YR FLOOD, WITHOUT BASE FLOOD ELEVATIONS DETERMINED, ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, MAP NO. 28071C0270C, EFFECTIVE DATE: NOVEMBER 26, 2010.

BENCHMARK (BM):
MAGNAIL SET IN A PAVED DRIVE WITH AN KNOWN ELEVATION OF 315.46, SAID NAIL LOCATED SOUTH 458.03 FEET AND WEST 787.24 FEET FROM THE POB. KNOWN ELEVATIONS BASED ON GPS OBSERVATIONS WITH ESTABLISHED CONNECTION TO CORS MSOX ARP LOCATED IN OXFORD, MS.

REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE

J. GRANBERRY — EASTERN SURVEYING — 13894 — REGISTERED ENGINEER — STATE OF MISSISSIPPI

LAFAYETTE LANDING

OWNER: *L&M HOLDINGS, LLC*
ENGINEER: *GRANBERRY & ASSOCIATES, LLC*

DIVISION OF ENGINEERING

SITE LAYOUT

LAFAYETTE COUNTY, MS

SURVEY: *WILLIAMS ENGINEERING*	DATE: *7/15/2024*	PROJECT NO.: 1000-127	
DESIGN BY: *J. GRANBERRY, P.E.*	DATE: *7/3/2025*	BOOK:	
DRAWN BY: *J. GRANBERRY, P.E.*	DATE: *7/3/2025*	SCALE: *1" = 50'*	

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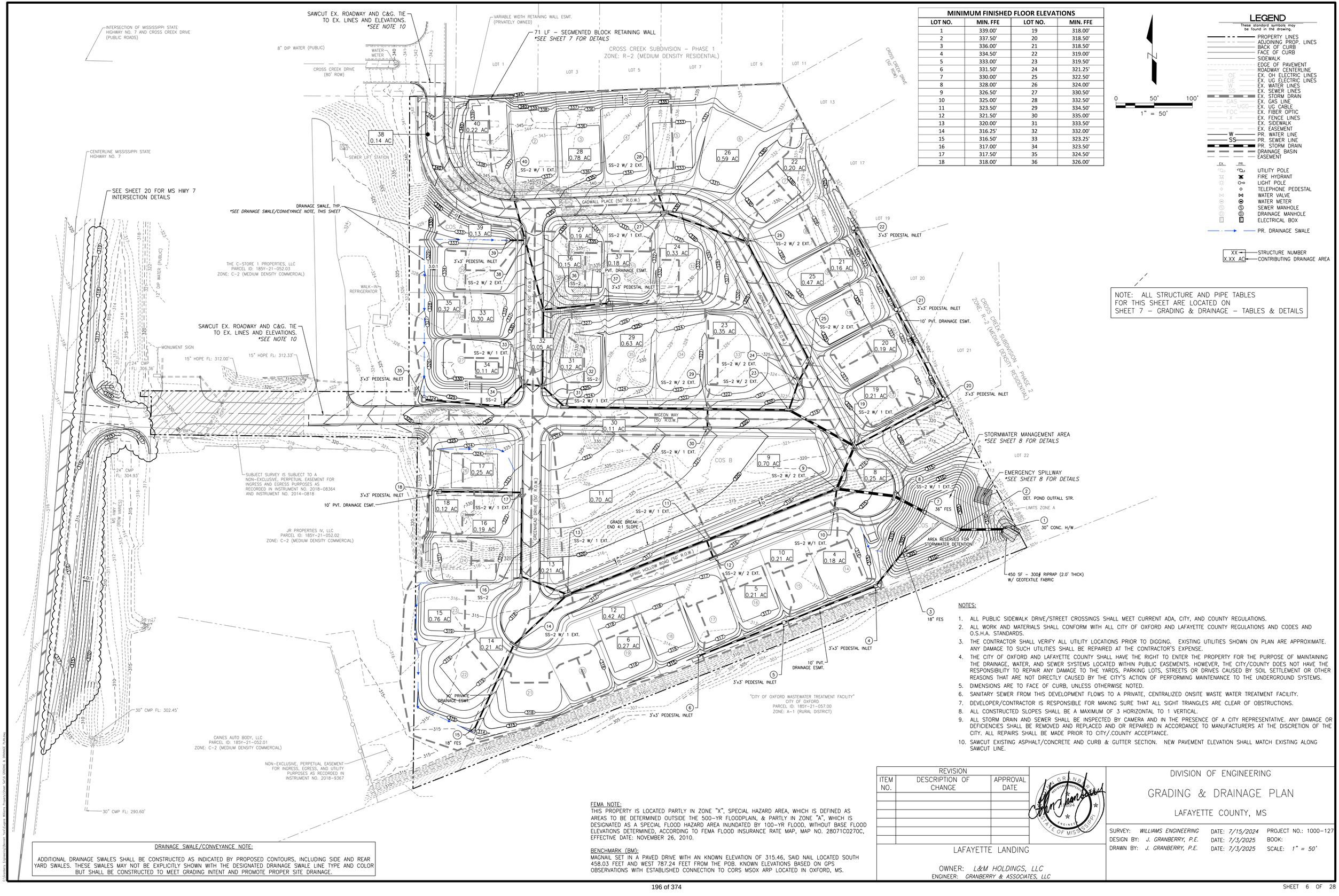


MINIMUM FINISHED FLOOR ELEVATIONS			
LOT NO.	MIN. FFE	LOT NO.	MIN. FFE
1	339.00'	19	318.00'
2	337.50'	20	318.50'
3	336.00'	21	318.50'
4	334.50'	22	319.00'
5	333.00'	23	319.50'
6	331.50'	24	321.25'
7	330.00'	25	322.50'
8	328.00'	26	324.00'
9	326.50'	27	330.50'
10	325.00'	28	332.50'
11	323.50'	29	334.50'
12	321.50'	30	335.00'
13	320.00'	31	333.50'
14	316.25'	32	332.00'
15	316.50'	33	323.25'
16	317.00'	34	323.50'
17	317.50'	35	324.50'
18	318.00'	36	326.00'

LEGEND

These standard symbols may be found in the drawing.

- PROPERTY LINES
- ADJOINING PROP. LINES
- BACK OF CURB
- FACE OF CURB
- SIDEWALK
- EDGE OF PAVEMENT
- ROADWAY CENTERLINE
- OE — EX. OH ELECTRIC LINES
- UE — EX. UG ELECTRIC LINES
- W — EX. WATER LINES
- SS — EX. SEWER LINES
- EX. STORM DRAIN
- GAS — EX. GAS LINE
- UGC — EX. UG CABLE
- FOC — EX. FIBER OPTIC
- x — EX. FENCE LINES
- EX. SIDEWALK
- EX. EASEMENT
- W — PR. WATER LINE
- SS — PR. SEWER LINE
- PR. STORM DRAIN
- DRAINAGE BASIN
- EASEMENT

EX.	PR.	
		UTILITY POLE
		FIRE HYDRANT
		LIGHT POLE
		TELEPHONE PEDESTAL
		WATER VALVE
		WATER METER
		SEWER MANHOLE
		DRAINAGE MANHOLE
		ELECTRICAL BOX
		PR. DRAINAGE SWALE

XX — STRUCTURE NUMBER
X.XX AC — CONTRIBUTING DRAINAGE AREA

NOTE: ALL STRUCTURE AND PIPE TABLES FOR THIS SHEET ARE LOCATED ON SHEET 7 - GRADING & DRAINAGE - TABLES & DETAILS

NOTES:

1. ALL PUBLIC SIDEWALK DRIVE/STREET CROSSINGS SHALL MEET CURRENT ADA, CITY, AND COUNTY REGULATIONS.
2. ALL WORK AND MATERIALS SHALL CONFORM WITH ALL CITY OF OXFORD AND LAFAYETTE COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
3. THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO DIGGING. EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE. ANY DAMAGE TO SUCH UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
4. THE CITY OF OXFORD AND LAFAYETTE COUNTY SHALL HAVE THE RIGHT TO ENTER THE PROPERTY FOR THE PURPOSE OF MAINTAINING THE DRAINAGE, WATER, AND SEWER SYSTEMS LOCATED WITHIN PUBLIC EASEMENTS. HOWEVER, THE CITY/COUNTY DOES NOT HAVE THE RESPONSIBILITY TO REPAIR ANY DAMAGE TO THE YARDS, PARKING LOTS, STREETS OR DRIVES CAUSED BY SOIL SETTLEMENT OR OTHER REASONS THAT ARE NOT DIRECTLY CAUSED BY THE CITY'S ACTION OF PERFORMING MAINTENANCE TO THE UNDERGROUND SYSTEMS.
5. DIMENSIONS ARE TO FACE OF CURB, UNLESS OTHERWISE NOTED.
6. SANITARY SEWER FROM THIS DEVELOPMENT FLOWS TO A PRIVATE, CENTRALIZED ONSITE WASTE WATER TREATMENT FACILITY.
7. DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.
8. ALL CONSTRUCTED SLOPES SHALL BE A MAXIMUM OF 3 HORIZONTAL TO 1 VERTICAL.
9. 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/.COUNTY ACCEPTANCE.
10. SAWCUT EXISTING ASPHALT/CONCRETE AND CURB & GUTTER SECTION. NEW PAVEMENT ELEVATION SHALL MATCH EXISTING ALONG SAWCUT LINE.

DRAINAGE SWALE/CONVEYANCE NOTE:

ADDITIONAL DRAINAGE SWALES SHALL BE CONSTRUCTED AS INDICATED BY PROPOSED CONTOURS, INCLUDING SIDE AND REAR YARD SWALES. THESE SWALES MAY NOT BE EXPLICITLY SHOWN WITH THE DESIGNATED DRAINAGE SWALE LINE TYPE AND COLOR BUT SHALL BE CONSTRUCTED TO MEET GRADING INTENT AND PROMOTE PROPER SITE DRAINAGE.

FEMA NOTE:
THIS PROPERTY IS LOCATED PARTLY IN ZONE "X", SPECIAL HAZARD AREA, WHICH IS DEFINED AS AREAS TO BE DETERMINED OUTSIDE THE 500-YR FLOODPLAIN, & PARTLY IN ZONE "A", WHICH IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA INUNDATED BY 100-YR FLOOD, WITHOUT BASE FLOOD ELEVATIONS DETERMINED, ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, MAP NO. 28071C0270C, EFFECTIVE DATE: NOVEMBER 26, 2010.

BENCHMARK (BM):
MAGNAIL SET IN A PAVED DRIVE WITH AN KNOWN ELEVATION OF 315.46, SAID NAIL LOCATED SOUTH 458.03 FEET AND WEST 787.24 FEET FROM THE POB. KNOWN ELEVATIONS BASED ON GPS OBSERVATIONS WITH ESTABLISHED CONNECTION TO CORS MSOX ARP LOCATED IN OXFORD, MS.

REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE

GRANBERRY ASSOCIATES, INC. 2894 STATE OF MISSISSIPPI ENGINEER

LAFAYETTE LANDING

OWNER: *L&M HOLDINGS, LLC*
ENGINEER: *GRANBERRY & ASSOCIATES, LLC*

DIVISION OF ENGINEERING

GRADING & DRAINAGE PLAN

LAFAYETTE COUNTY, MS

SURVEY:	*WILLIAMS ENGINEERING*	DATE: *7/15/2024*	PROJECT NO.: 1000-127
DESIGN BY:	*J. GRANBERRY, P.E.*	DATE: *7/3/2025*	BOOK:
DRAWN BY:	*J. GRANBERRY, P.E.*	DATE: *7/3/2025*	SCALE: *1" = 50'*

C:\Granberry Engineering\Projects\1000 Lafayette Landing\Plans\Drawings\1000 GRADING & DRAINAGE.dwg

STORM DRAINAGE - STRUCTURE TABLE

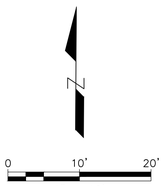
STRUCTURE ID	TYPE OF STRUCTURE	TC/THROAT/RIM ELEVATION	F.L. IN	F.L. OUT	D.A. (ACRES)	Q-25 (CFS)	Q, CAPTURED (CFS)	Q, BYPASS (CFS)
1[1]	30" CONC. H/W	N/A	30" - 302.35' (W)	....	0.00	26.79[2]	....	....
2[1]	DET. POND OUTFALL STR.	310.00'	....	30" - 302.64' (E)	0.00	26.79[2]	....	....
3[1]	18" FES	N/A	18" - 303.50' (SW)	....	0.00	3.56	....	....
4[1]	3'x3' PEDESTAL INLET	311.80'	18" - 306.51' (W)	18" - 306.51' (NE)	0.18	3.56	1.18	0.00
5[1]	3'x3' PEDESTAL INLET	313.07'	18" - 309.09' (W)	18" - 309.09' (E)	0.21	2.77	1.37	0.00
6[1]	3'x3' PEDESTAL INLET	313.74'	....	18" - 309.99' (E)	0.27	1.77	1.77	0.00
7[1]	36" FES	N/A	36" - 303.00' (NW)	....	0.00	41.04	....	0.00
8	SS-2 W/ 1 EXT.	314.81'	36" - 307.48' (W)	36" - 303.62' (SE)	0.25	41.04	1.64	0.00
9	SS-2 W/ 2 EXT.	315.52'	18" - 311.35' (S) 24" - 308.74' (W) 30" - 310.85' (NE)	36" - 308.24' (E)	0.70	40.26	2.42	0.00
10	SS-2 W/1 EXT.	315.59'	....	18" - 311.56' (N)	0.21	1.37	1.37	0.00
11	SS-2 W/ 1 EXT.	316.44'	18" - 311.72' (S) 24" - 310.11' (W)	24" - 310.11' (E)	0.70	11.50	2.12	0.00
12	SS-2 W/ 2 EXT.	316.44'	....	18" - 312.34' (N)	0.42	2.36	2.36	0.00
13	SS-2 W/ 1 EXT.	317.42'	18" - 312.08' (SW) 18" - 312.08' (W)	24" - 311.58' (E)	0.21	8.26	1.37	0.00
14	SS-2 W/ 1 EXT.	318.21'	18" - 312.80' (SW)	18" - 312.80' (NE)	0.21	5.21	1.62	0.00
15[1]	18" FES	N/A	....	18" - 313.70' (NE)	0.76	4.27	4.27	0.00
16	SS-2	319.18'	18" - 315.13' (N)	18" - 315.13' (E)	0.19	2.72	1.00	0.24
17	SS-2 W/ 1 EXT.	322.06'	18" - 317.37' (W)	18" - 317.37' (S)	0.25	1.92	1.64	0.00
18[1]	3'x3' PEDESTAL INLET	321.73'	....	18" - 318.17' (E)	0.12	0.78	0.78	0.00
19	SS-2 W/ 1 EXT.	317.13'	18" - 313.06' (NE) 30" - 312.06' (NW)	30" - 312.06' (SW)	0.21	28.78	1.38	0.00
20[1]	3'x3' PEDESTAL INLET	318.88'	18" - 315.32' (NW)	18" - 315.32' (SW)	0.19	2.80	1.24	0.00
21[1]	3'x3' PEDESTAL INLET	320.49'	18" - 316.93' (NW)	18" - 316.93' (SE)	0.16	2.00	1.05	0.00
22[1]	3'x3' PEDESTAL INLET	321.59'	....	18" - 318.03' (SE)	0.20	1.31	1.31	0.00
23	SS-2 W/ 2 EXT.	319.40'	18" - 315.84' (N) 24" - 315.01' (W)	30" - 314.51' (SE)	0.35	26.79	2.29	0.00
24	SS-2 W/ 2 EXT.	320.68'	18" - 316.62' (NE)	18" - 316.62' (S)	0.33	12.26	2.16	0.00
25	SS-2 W/ 2 EXT.	321.21'	18" - 317.15' (NW)	18" - 317.15' (SW)	0.47	10.59	3.13	0.00
26	SS-2 W/ 2 EXT.	326.96'	18" - 322.81' (W)	18" - 322.81' (SE)	0.59	8.40	3.51	0.06
27	SS-2 W/ 1 EXT.	330.81'	18" - 326.15' (N)	18" - 326.15' (E)	0.19	5.39	1.07	0.00
28	SS-2 W/ 2 EXT.	331.05'	....	18" - 326.98' (S)	0.78	4.38	4.13	0.25
29	SS-2 W/ 2 EXT.	321.00'	24" - 316.34' (W) 18" - 316.84' (S)	24" - 316.34' (E)	0.63	13.11	3.54	0.00
30	SS-2 W/ 1 EXT.	321.00'	....	18" - 317.03' (N)	0.11	0.89	0.89	0.00
31	SS-2 W/ 1 EXT.	323.80'	18" - 318.21' (NW)	24" - 318.21' (E)	0.12	9.55	0.82	0.00
32	SS-2	325.34'	18" - 321.78' (N) 18" - 319.01' (W)	18" - 318.51' (SE)	0.05	8.95	0.56	0.04
33	SS-2 W/ 1 EXT.	325.47'	18" - 319.19' (SW)	18" - 319.19' (E)	0.30	4.24	1.87	0.09
34	SS-2	325.03'	18" - 319.49' (W)	18" - 319.49' (NE)	0.11	2.56	0.81	0.00
35	3'x3' PEDESTAL INLET	323.83'	....	18" - 320.27' (E)	0.32	2.09	2.09	0.00
36	SS-2	330.35'	18" - 326.35' (N) 18" - 325.28' (E)	18" - 325.28' (S)	0.15	4.71	0.78	0.20
37[1]	3'x3' PEDESTAL INLET	329.49'	....	18" - 325.93' (W)	0.18	1.18	1.18	0.00
38	SS-2 W/ 2 EXT.	334.86'	18" - 328.21' (W) 18" - 330.82' (N)	18" - 328.21' (S)	0.14	2.99	1.13	0.00
39[1]	3'x3' PEDESTAL INLET	331.94'	....	18" - 328.38' (E)	0.13	0.65	0.65	0.00
40	SS-2 W/ 1 EXT.	336.81'	....	18" - 332.61' (S)	0.22	1.44	1.44	0.00

ALL STRUCTURES ARE PUBLIC UNLESS OTHERWISE NOTED.
[1] STRUCTURE IS PRIVATE
[2] FLOW RATE FROM STORMWATER CONTROL STRUCTURE DISCHARGE CALCULATION IS USED.

STORM DRAINAGE - PIPE TABLE

FROM	INVERT ELEV	TO	INVERT ELEV.	PIPE DIA (IN)	LENGTH (FT)	SLOPE	D. A. (AC)	DESIGN FLOW, Q-25 (CFS)	PIPE CAPACITY, Q_C (CFS)	PIPE VELOCITY (FPS)
2	302.64	1	302.35	30[1]	59	0.50%	11.06	26.79[2]	31.22	7.17
4	306.51	3	303.50	18[1]	57	5.31%	0.66	3.56	26.21	4.24
5	309.09	4	306.51	18[1]	129	2.00%	0.48	2.77	16.09	3.61
6	309.99	5	309.09	18[1]	120	0.75%	0.27	1.77	9.85	2.96
8	303.62	7	303.00	36[1]	41	1.50%	9.95	41.04	88.44	7.84
9	308.24	8	307.48	36	76	1.00%	9.70	40.26	72.31	9.13
10	311.56	9	311.35	18	28	0.75%	0.21	1.37	9.80	3.55
11	310.11	9	308.74	24	183	0.75%	2.86	11.50	21.19	5.06
12	312.34	11	311.72	18	25	2.50%	0.42	2.36	18.06	5.40
13	311.58	11	310.11	24	195	0.75%	1.74	8.26	21.26	4.62
14	312.80	13	312.08	18	96	0.75%	0.97	5.21	9.84	5.25
15	313.70	14	312.80	18[1]	120	0.75%	0.76	4.27	9.84	4.24
16	315.13	13	312.08	18	66	4.65%	0.56	2.72	24.54	4.44
17	317.37	16	315.13	18	110	2.04%	0.37	1.92	16.25	3.13
18	318.17	17	317.37	18[1]	107	0.75%	0.12	0.78	9.81	2.08
19	312.06	9	310.85	30	61	2.00%	5.93	28.78	62.80	9.99
20	315.32	19	313.06	18[1]	132	1.71%	0.55	2.80	14.91	5.20
21	316.93	20	315.32	18[1]	133	1.21%	0.36	2.00	12.52	3.18
22	318.03	21	316.93	18[1]	120	0.92%	0.20	1.31	10.89	2.74
23	314.51	19	312.06	30	98	2.50%	5.17	26.79	70.28	8.68
24	316.62	23	315.84	18	40	1.95%	2.36	12.26	15.92	8.68
25	317.15	24	316.62	18	30	1.77%	2.03	10.59	15.18	6.58
26	322.81	25	317.15	18	177	3.19%	1.56	8.40	20.34	5.63
27	326.15	26	322.81	18	114	2.94%	0.97	5.39	19.49	4.36
28	326.98	27	326.15	18	26	3.20%	0.78	4.38	20.29	4.27
29	316.34	23	315.01	24	106	1.25%	2.46	13.11	27.40	5.23
30	317.03	29	316.84	18	25	0.75%	0.11	0.89	9.92	1.87
31	318.21	29	316.34	24	187	1.00%	1.72	9.55	24.50	4.89
32	318.51	31	318.21	18	40	0.75%	1.60	8.95	9.85	6.22
33	319.19	32	319.01	18	25	0.75%	0.73	4.24	9.63	4.89
34	319.49	33	319.19	18	40	0.75%	0.43	2.56	9.85	3.28
35	320.27	34	319.49	18	103	0.75%	0.32	2.09	9.90	3.37
36	325.28	32	321.78	18	100	3.50%	0.82	4.71	21.26	7.17
37	325.93	36	325.28	18[1]	86	0.75%	0.18	1.18	9.89	2.11
38	328.21	36	326.35	18	94	1.98%	0.49	2.99	16.03	5.48
39	328.38	38	328.21	18[1]	22	0.75%	0.13	0.65	9.89	1.74
40	332.61	38	330.82	18	56	3.22%	0.22	1.44	20.42	4.95

ALL PIPE SHALL BE HIGH DENSITY POLYETHYLENE PIPE (HDPE), UNLESS OTHERWISE NOTED.
ALL PIPES ARE PUBLIC UNLESS OTHERWISE NOTED.
[1] PIPE IS PRIVATE.
[2] FLOW RATE AS CALCULATED FROM STORMWATER CONTROL STRUCTURE.



LEGEND

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- ADJOINING PROP. LINES
- BACK OF CURB
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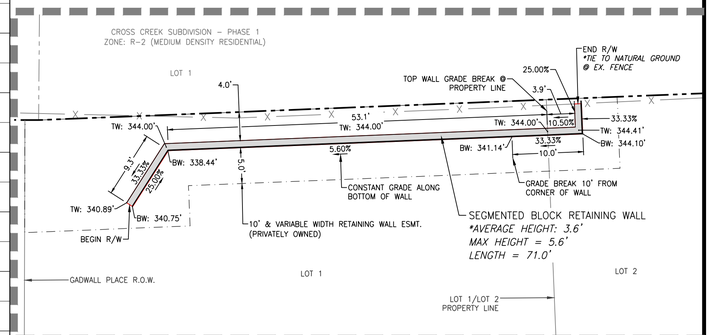
- DRAINAGE BASIN
- EASEMENT

EX	PR	
		UTILITY POLE
		FIRE HYDRANT
		LIGHT POLE
		TELEPHONE PEDESTAL
		WATER VALVE
		WATER METER
		SEWER MANHOLE
		DRAINAGE MANHOLE
		ELECTRICAL BOX

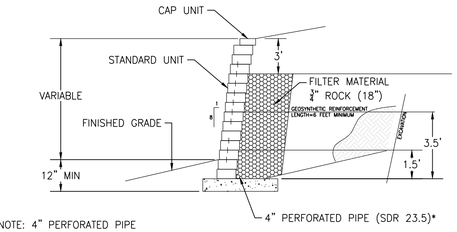
TW — TOP OF WALL
BW — BOTTOM OF WALL
PR. RETAINING WALL ESMT.
PR. RETAINING WALL



RETAINING WALL INSET DETAIL
SCALE: 1" = 10'

RETAINING WALL DESIGN NOTE:

DETAILS SHOWN IN THESE DRAWAINGS ARE TO BE USED AS A BASIC GUIDE (FOR ESTIMATING PURPOSES ONLY). FINAL DESIGN TO BE FURNISHED BY THE MANUFACTURER OR CONTRACTOR AND SIGNED AND SEALED BY A REGISTERED ENGINEER IN THE STATE OF MISSISSIPPI.



*NOTE: 4" PERFORATED PIPE SHALL EXTEND BEYOND BOTH ENDS OF WALL IN ORDER TO DRAIN.

MODULAR RETAINING WALL SECTION
SCALE: N.T.S.

FEMA NOTE:
THIS PROPERTY IS LOCATED PARTLY IN ZONE "X", SPECIAL HAZARD AREA, WHICH IS DEFINED AS AREAS TO BE DETERMINED OUTSIDE THE 500-YR FLOODPLAIN, & PARTLY IN ZONE "A", WHICH IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA INUNDATED BY 100-YR FLOOD, WITHOUT BASE FLOOD ELEVATIONS DETERMINED, ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, MAP NO. 28071C0270C, EFFECTIVE DATE: NOVEMBER 26, 2010.

BENCHMARK (BM):
MAGNAIL SET IN A PAVED DRIVE WITH AN KNOWN ELEVATION OF 315.46, SAID NAIL LOCATED SOUTH 458.03 FEET AND WEST 787.24 FEET FROM THE POB. KNOWN ELEVATIONS BASED ON GPS OBSERVATIONS WITH ESTABLISHED CONNECTION TO CORS MSOX ARP LOCATED IN OXFORD, MS.

REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE

LAFAYETTE LANDING

OWNER: *L&M HOLDINGS, LLC*
ENGINEER: *GRANBERRY & ASSOCIATES, LLC*

DIVISION OF ENGINEERING
GRADING & DRAINAGE – TABLES & DETAILS
LAFAYETTE COUNTY, MS

SURVEY:	*WILLIAMS ENGINEERING*	DATE: *7/15/2024*	PROJECT NO.: 1000-127
DESIGN BY:	*J. GRANBERRY, P.E.*	DATE: *7/3/2025*	BOOK:
DRAWN BY:	*J. GRANBERRY, P.E.*	DATE: *7/3/2025*	SCALE: *1" = 10'*

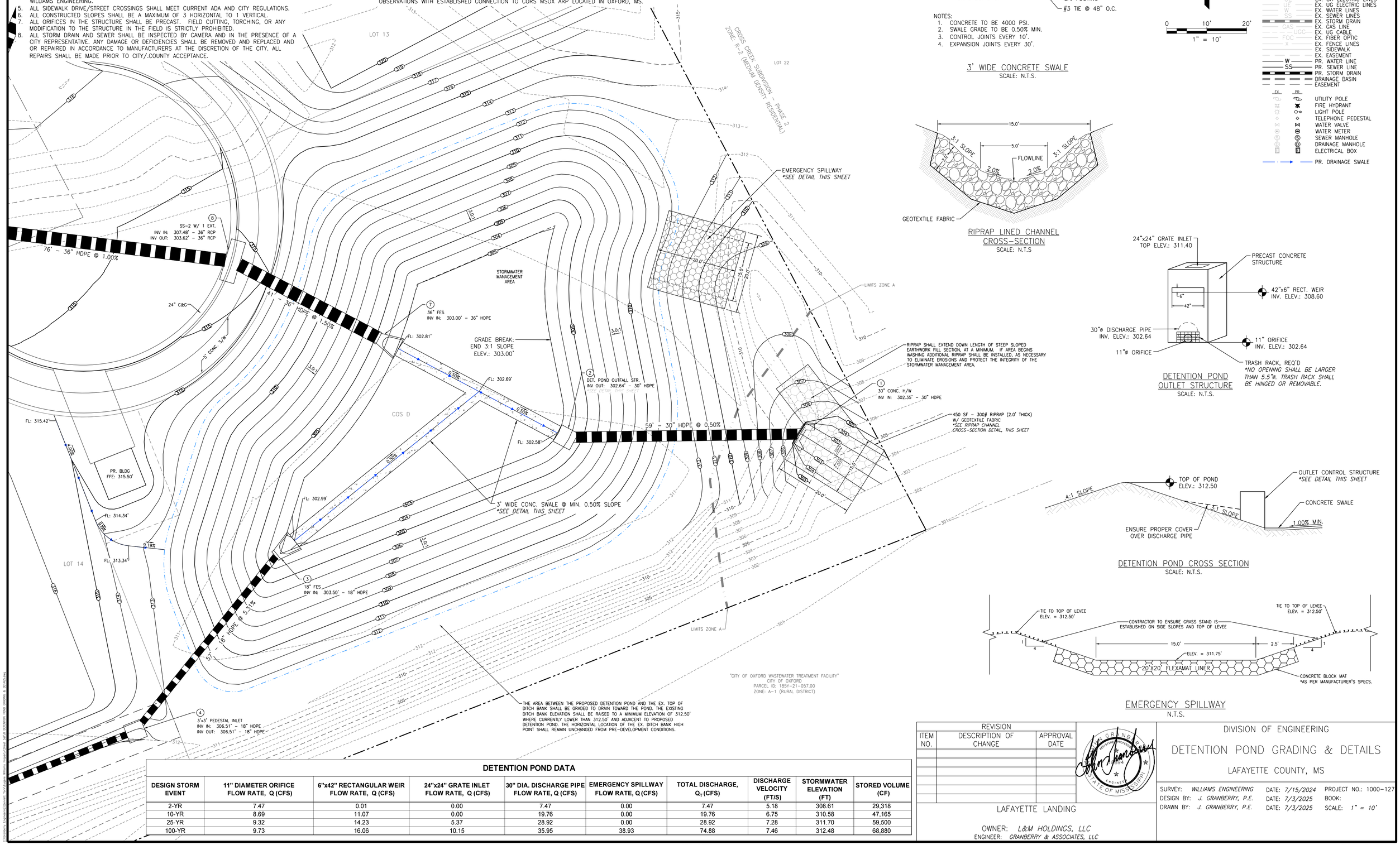
C:\Drawings\Engineering\Sheets\Tables, Details, Property Deed, SWPPP\GRADING & DRAINAGE - TABLES & DETAILS.dwg

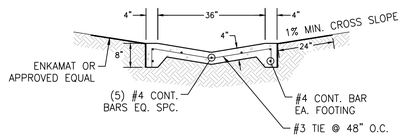
GRADING & DRAINAGE NOTES:

1. ALL PUBLIC SIDEWALK DRIVE/STREET CROSSINGS SHALL MEET CURRENT ADA, CITY, AND COUNTY REGULATIONS.
2. ALL WORK AND MATERIALS SHALL CONFORM WITH ALL CITY OF OXFORD AND LAFAYETTE COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
3. THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO DIGGING. EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE. ANY DAMAGE TO SUCH UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
4. SITE TOPOGRAPHY, UTILITY, AND AS-BUILT INFORMATION WAS ACQUIRED FROM SURVEY BY WILLIAMS ENGINEERING.
5. ALL SIDEWALK DRIVE/STREET CROSSINGS SHALL MEET CURRENT ADA AND CITY REGULATIONS.
6. ALL CONSTRUCTED SLOPES SHALL BE A MAXIMUM OF 3 HORIZONTAL TO 1 VERTICAL.
7. ALL ORIFICES IN THE STRUCTURE SHALL BE PRECAST. FIELD CUTTING, TORCHING, OR ANY MODIFICATION TO THE STRUCTURE IN THE FIELD IS STRICTLY PROHIBITED.
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/.COUNTY ACCEPTANCE.

FEMA NOTE:
THIS PROPERTY IS LOCATED PARTLY IN ZONE "X", SPECIAL HAZARD AREA, WHICH IS DEFINED AS AREAS TO BE DETERMINED OUTSIDE THE 500-YR FLOODPLAIN, & PARTLY IN ZONE "A", WHICH IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA INUNDATED BY 100-YR FLOOD, WITHOUT BASE FLOOD ELEVATIONS DETERMINED, ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, MAP NO. 28071C0270C, EFFECTIVE DATE: NOVEMBER 26, 2010.

BENCHMARK (BM):
MAGNAIL SET IN A PAVED DRIVE WITH AN KNOWN ELEVATION OF 315.46, SAID NAIL LOCATED SOUTH 458.03 FEET AND WEST 787.24 FEET FROM THE POB. KNOWN ELEVATIONS BASED ON GPS OBSERVATIONS WITH ESTABLISHED CONNECTION TO CORS MSOX ARP LOCATED IN OXFORD, MS.





NOTES:
1. CONCRETE TO BE 4000 PSI.
2. SWALE GRADE TO BE 0.50% MIN.
3. CONTROL JOINTS EVERY 10'.
4. EXPANSION JOINTS EVERY 30'.

3' WIDE CONCRETE SWALE
SCALE: N.T.S.

RIPRAP LINED CHANNEL CROSS-SECTION
SCALE: N.T.S

LEGEND
These standard symbols may be found in the drawing.

- PROPERTY LINES
- ADJOINING PROP. LINES
- BACK OF CURB
- FACE OF CURB
- SIDEWALK
- EDGE OF PAVEMENT
- ROADWAY CENTERLINE
- OE — EX. OH ELECTRIC LINES
- UE — EX. UG ELECTRIC LINES
- W — EX. WATER LINES
- SS — EX. SEWER LINES
- EX. STORM DRAIN
- GAS — EX. GAS LINE
- UGC — EX. UG CABLE
- FOC — EX. FIBER OPTIC
- x — EX. FENCE LINES
- EX. SIDEWALK
- EX. EASEMENT
- W — PR. WATER LINE
- SS — PR. SEWER LINE
- PR. STORM DRAIN
- DRAINAGE BASIN
- EASEMENT

EX	PR	
		UTILITY POLE
		FIRE HYDRANT
		LIGHT POLE
		TELEPHONE PEDESTAL
		WATER VALVE
		WATER METER
		SEWER MANHOLE
		DRAINAGE MANHOLE
		ELECTRICAL BOX

PR. DRAINAGE SWALE

DETENTION POND OUTLET STRUCTURE
SCALE: N.T.S.

DETENTION POND CROSS SECTION
SCALE: N.T.S.

EMERGENCY SPILLWAY
N.T.S.

DETENTION POND DATA

DESIGN STORM EVENT	11" DIAMETER ORIFICE FLOW RATE, Q (CFS)	6"x42" RECTANGULAR WEIR FLOW RATE, Q (CFS)	24"x24" GRATE INLET FLOW RATE, Q (CFS)	30" DIA. DISCHARGE PIPE FLOW RATE, Q (CFS)	EMERGENCY SPILLWAY FLOW RATE, Q (CFS)	TOTAL DISCHARGE, Q_T (CFS)	DISCHARGE VELOCITY (FT/S)	STORMWATER ELEVATION (FT)	STORED VOLUME (CF)
2-YR	7.47	0.01	0.00	7.47	0.00	7.47	5.18	308.61	29,318
10-YR	8.69	11.07	0.00	19.76	0.00	19.76	6.75	310.58	47,165
25-YR	9.32	14.23	5.37	28.92	0.00	28.92	7.28	311.70	59,500
100-YR	9.73	16.06	10.15	35.95	38.93	74.88	7.46	312.48	68,880

REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE

LAFAYETTE LANDING

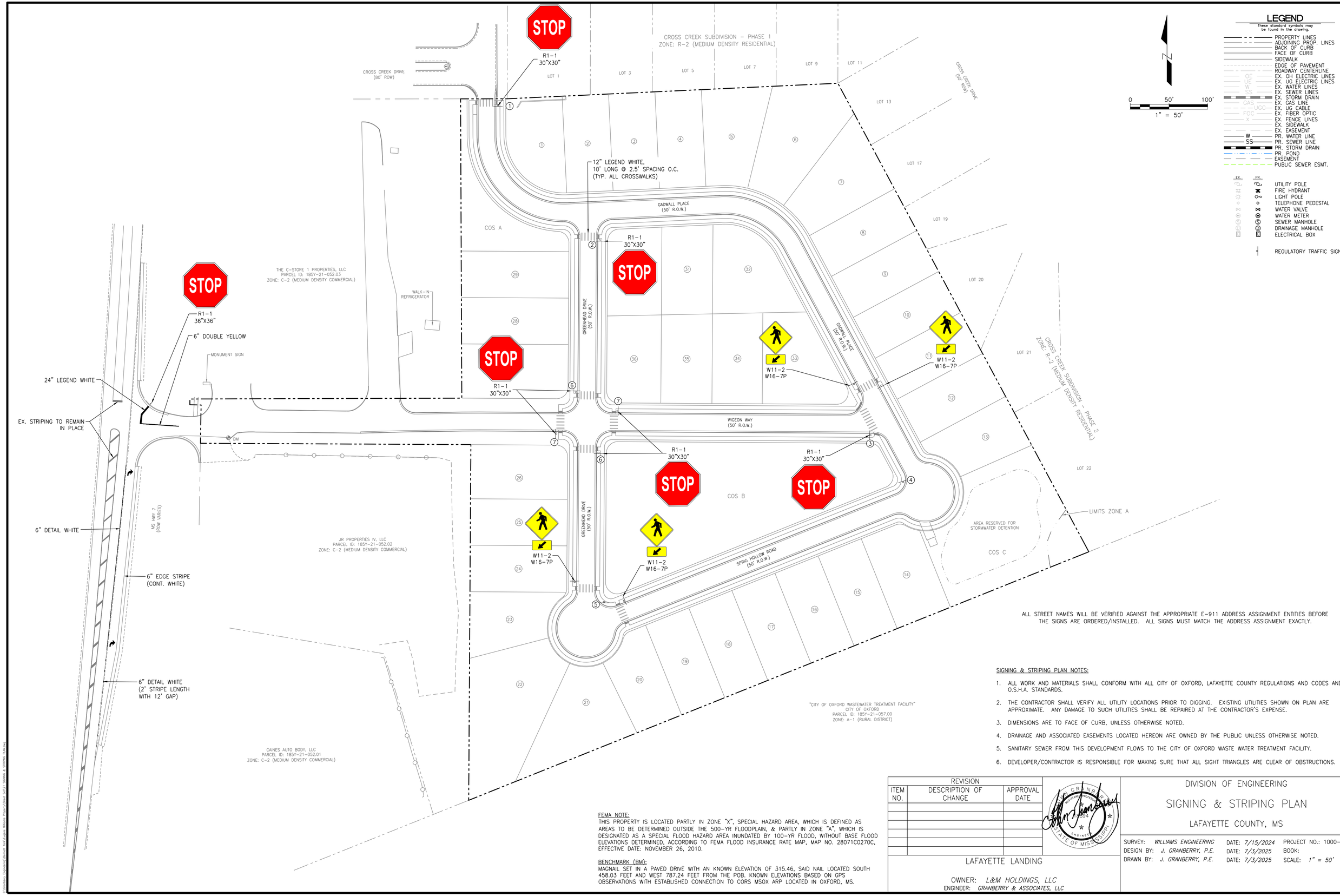
OWNER: *L&M HOLDINGS, LLC*
ENGINEER: *GRANBERRY & ASSOCIATES, LLC*

DIVISION OF ENGINEERING

DETENTION POND GRADING & DETAILS

LAFAYETTE COUNTY, MS

SURVEY: *WILLIAMS ENGINEERING* DATE: *7/15/2024* PROJECT NO.: 1000-127
DESIGN BY: *J. GRANBERRY, P.E.* DATE: *7/3/2025* BOOK:
DRAWN BY: *J. GRANBERRY, P.E.* DATE: *7/3/2025* SCALE: *1" = 10'*



ALL STREET NAMES WILL BE VERIFIED AGAINST THE APPROPRIATE E-911 ADDRESS ASSIGNMENT ENTITIES BEFORE THE SIGNS ARE ORDERED/INSTALLED. ALL SIGNS MUST MATCH THE ADDRESS ASSIGNMENT EXACTLY.

SIGNING & STRIPING PLAN NOTES:

1. ALL WORK AND MATERIALS SHALL CONFORM WITH ALL CITY OF OXFORD, LAFAYETTE COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
2. THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO DIGGING. EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE. ANY DAMAGE TO SUCH UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
3. DIMENSIONS ARE TO FACE OF CURB, UNLESS OTHERWISE NOTED.
4. DRAINAGE AND ASSOCIATED EASEMENTS LOCATED HEREON ARE OWNED BY THE PUBLIC UNLESS OTHERWISE NOTED.
5. SANITARY SEWER FROM THIS DEVELOPMENT FLOWS TO THE CITY OF OXFORD WASTE WATER TREATMENT FACILITY.
6. DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.

FEMA NOTE:
THIS PROPERTY IS LOCATED PARTLY IN ZONE "X", SPECIAL HAZARD AREA, WHICH IS DEFINED AS AREAS TO BE DETERMINED OUTSIDE THE 500-YR FLOODPLAIN, & PARTLY IN ZONE "A", WHICH IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA INUNDATED BY 100-YR FLOOD, WITHOUT BASE FLOOD ELEVATIONS DETERMINED, ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, MAP NO. 28071C0270C, EFFECTIVE DATE: NOVEMBER 26, 2010.

BENCHMARK (BM):
MAGNAIL SET IN A PAVED DRIVE WITH AN KNOWN ELEVATION OF 315.46, SAID NAIL LOCATED SOUTH 458.03 FEET AND WEST 787.24 FEET FROM THE POB. KNOWN ELEVATIONS BASED ON GPS OBSERVATIONS WITH ESTABLISHED CONNECTION TO CORS MSOX ARP LOCATED IN OXFORD, MS.

REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE

LAFAYETTE LANDING

OWNER: *L&M HOLDINGS, LLC*
ENGINEER: *GRANBERRY & ASSOCIATES, LLC*

J. GRANBERRY 9004 REGISTERED PROFESSIONAL ENGINEER STATE OF MISSISSIPPI

DIVISION OF ENGINEERING

SIGNING & STRIPING PLAN

LAFAYETTE COUNTY, MS

SURVEY: *WILLIAMS ENGINEERING* DATE: *7/15/2024* PROJECT NO.: 1000-127
DESIGN BY: *J. GRANBERRY, P.E.* DATE: *7/3/2025* BOOK:
DRAWN BY: *J. GRANBERRY, P.E.* DATE: *7/3/2025* SCALE: *1" = 50'*

C:\Civilview Exchange\Drawings\Cross Creek Phase 2\Cross Creek Phase 2 Plan Set.dwg, 7/3/2025 3:04:31 PM, Granberry

N

0 50' 100'

1" = 50'

CROSS CREEK SUBDIVISION – PHASE 1
ZONE: R-2 (MEDIUM DENSITY RESIDENTIAL)

CROSS CREEK DRIVE
(80' ROW)

LOT 1 LOT 3 LOT 5 LOT 7 LOT 9 LOT 11 LOT 13 LOT 17 LOT 19 LOT 20 LOT 21 LOT 22

CROSS CREEK DRIVE
(50' ROW)

RETAINING WALL
71 SF

SIDEWALK
2,583 SF

SIDEWALK
5,224 SF

SIDEWALK
9,185 SF

COS A

ASPHALT PAVEMENT AND CURB & GUTTER
77,456 SF

SIDEWALK
5,328 SF

COS B

MISC. CONCRETE
385 SF

COS C

LIMITS ZONE A

ASPHALT PAVEMENT
AND CURB & GUTTER
140 SF

BUILDING
100 SF

THE C-STORE 1 PROPERTIES, LLC
PARCEL ID: 185Y-21-052.03
ZONE: C-2 (MEDIUM DENSITY COMMERCIAL)

WALK-IN
REFRIGERATOR

MONUMENT SIGN

MS HWY 7
(ROW VARIES)

JR PROPERTIES IV, LLC
PARCEL ID: 185Y-21-052.02
ZONE: C-2 (MEDIUM DENSITY COMMERCIAL)

CAINES AUTO BODY, LLC
PARCEL ID: 185Y-21-052.01
ZONE: C-2 (MEDIUM DENSITY COMMERCIAL)

"CITY OF OXFORD WASTEWATER TREATMENT FACILITY"
CITY OF OXFORD
PARCEL ID: 185Y-21-057.00
ZONE: A-1 (RURAL DISTRICT)

CROSS CREEK SUBDIVISION – PHASE 2
ZONE: R-2 (MEDIUM DENSITY RESIDENTIAL)

LEGEND

These standard symbols may be found in the drawing.

- PROPERTY LINES
- ADJOINING PROP. LINES
- BUILDING AREA
- ASPHALT/CONCRETE PAVEMENT AND CURB & GUTTER
- PERVIOUS CONCRETE
- SIDEWALK AND MISCELLANEOUS CONCRETE
- RETAINING WALL

COVERAGE TABLE

ASPHALT, CONCRETE PAVING, AND CURB & GUTTER	77,596 SF
BUILDING	100 SF
CONCRETE SIDEWALK & MISC. CONCRETE	22,705 SF
RETAINING WALL	71 SF
TOTAL COVERAGE	**100,472** SF

FEMA NOTE:
THIS PROPERTY IS LOCATED IN ZONE "X", WHICH IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA PER FLOOD INSURANCE RATE MAP, MAP NO. 28071C0144C, EFFECTIVE DATE: NOVEMBER 26, 2010.

TEMPORARY BENCHMARK:
TEMPORARY BENCHMARK (TBM): 60D NAIL SET IN A GRASSED/GARDEN AREA WITH AN ELEVATION OF 510.35', SAID NAIL HAVING COORDINATES OF N: 1,778,388.71 & E:779,860.98.

REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE

LAFAYETTE LANDING

OWNER: *L&M HOLDINGS, LLC*
ENGINEER: *GRANBERRY & ASSOCIATES, LLC*

J. GRANBERRY
REGISTERED PROFESSIONAL
9894
ENGINEER
STATE OF MISSISSIPPI

DIVISION OF ENGINEERING

COVERAGE AREA PLAN

LAFAYETTE COUNTY, MS

SURVEY: *WILLIAMS ENGINEERING* DATE: *7/15/2024* PROJECT NO.: 1000-127
DESIGN BY: *J. GRANBERRY, P.E.* DATE: *7/3/2025* BOOK:
DRAWN BY: *J. GRANBERRY, P.E.* DATE: *7/3/2025* SCALE: *1" = 50'*

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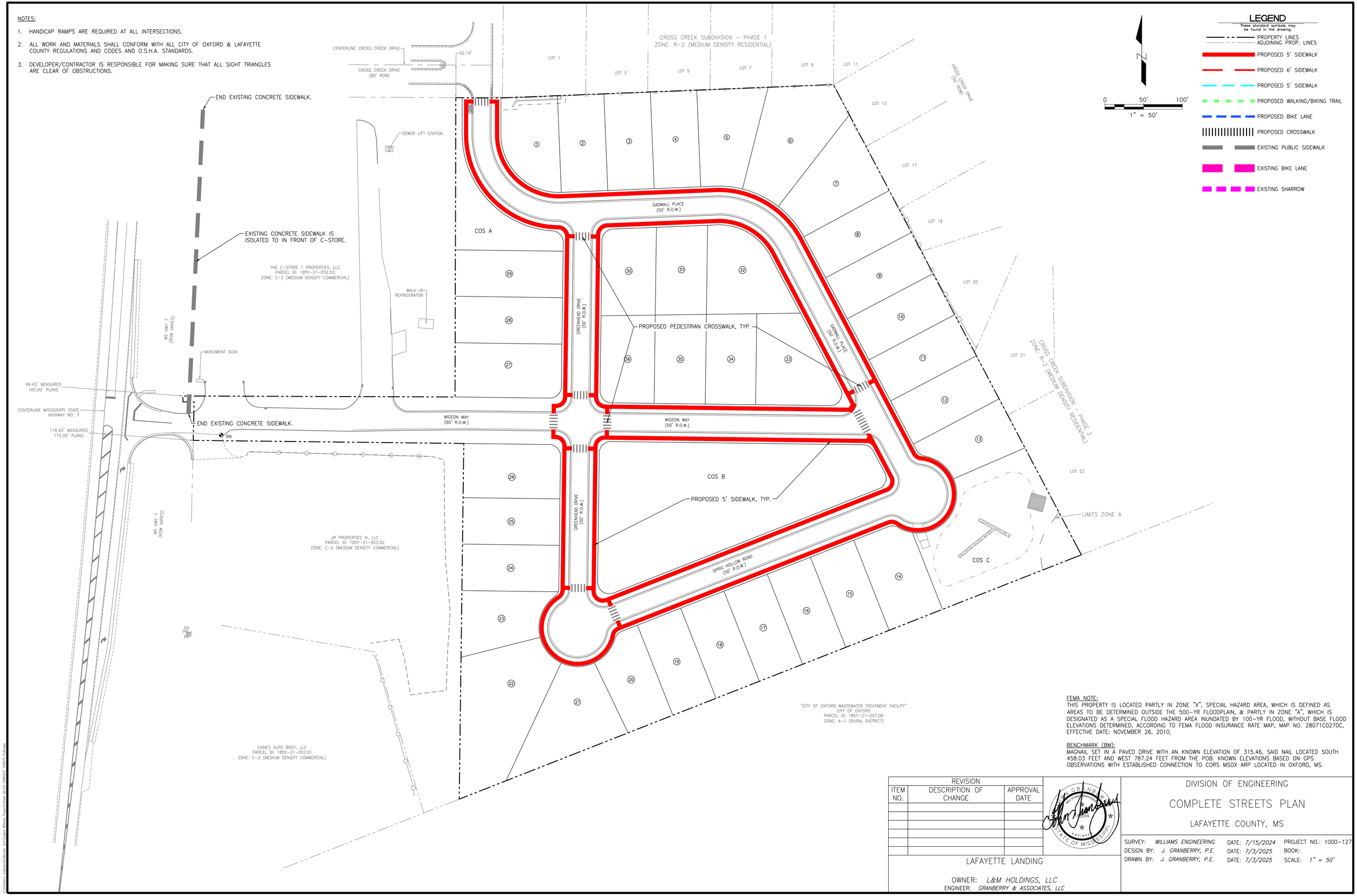
NOTES:

1. HANDICAP RAMPS ARE REQUIRED AT ALL INTERSECTIONS.
2. ALL WORK AND MATERIALS SHALL CONFORM WITH ALL CITY OF OXFORD & LAFAYETTE COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
3. DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.



LEGEND

These standard symbols may be found in the drawing.

- PROPERTY LINES
- ADJOINING PROP. LINES
- PROPOSED 5' SIDEWALK
- PROPOSED 6' SIDEWALK
- PROPOSED 5' SIDEWALK
- PROPOSED WALKING/BIKING TRAIL
- PROPOSED BIKE LANE
- PROPOSED CROSSWALK
- EXISTING PUBLIC SIDEWALK
- EXISTING BIKE LANE
- EXISTING SHARROW

FEMA NOTE:
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REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE

JOHN GRANBERRY — REGISTERED — 13594 — ENGINEER — STATE OF MISSISSIPPI

LAFAYETTE LANDING

OWNER: *L&M HOLDINGS, LLC*
ENGINEER: *GRANBERRY & ASSOCIATES, LLC*

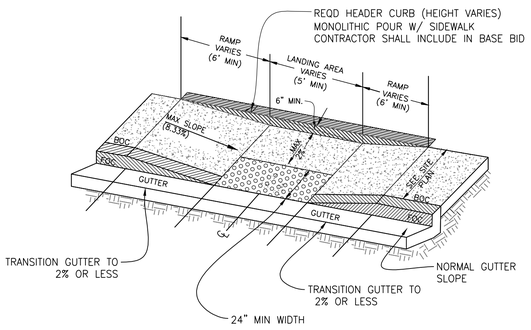
DIVISION OF ENGINEERING

COMPLETE STREETS PLAN

LAFAYETTE COUNTY, MS

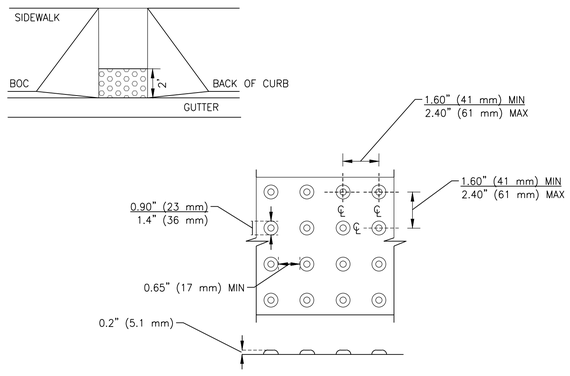
SURVEY: *WILLIAMS ENGINEERING*	DATE: *7/15/2024*	PROJECT NO.:	1000-127
DESIGN BY: *J. GRANBERRY, P.E.*	DATE: *7/3/2025*	BOOK:	
DRAWN BY: *J. GRANBERRY, P.E.*	DATE: *7/3/2025*	SCALE:	*1" = 50'*

O:\Drawing Engineering\Current Work\Lafayette Wellness Projects\Sheet Set\23 COMPLETE STREETS PLAN.dwg



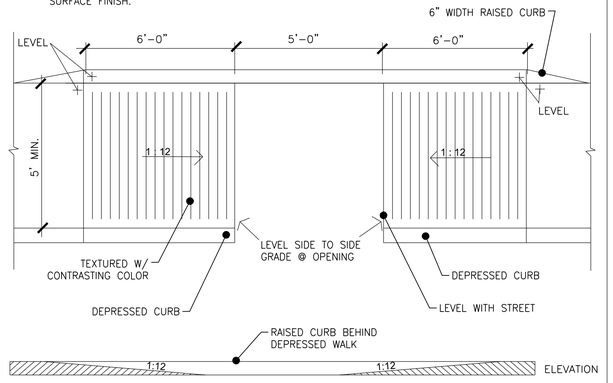
NOTES:
1. RAMPS WILL BE CONSTRUCTED FROM CONCRETE. SPECIFICATIONS FOR RAMP WILL BE THE SAME AS FOR CONCRETE SIDEWALK.
2. LIN. FT. OF CURB AND GUTTER WILL INCLUDE THE TRANSITIONED CURB IN FRONT OF RAMPS. SQ. YDS. OF CONCRETE SIDEWALK WILL INCLUDE RAMPS.
3. NO ADDITIONAL PAYMENT WILL BE MADE FOR SAWING AND REMOVING EXISTING SIDEWALK OR CURB WHERE NECESSARY FOR RAMP CONSTRUCTION.

HANDICAP RAMP TYPE B
SCALE: N.T.S.



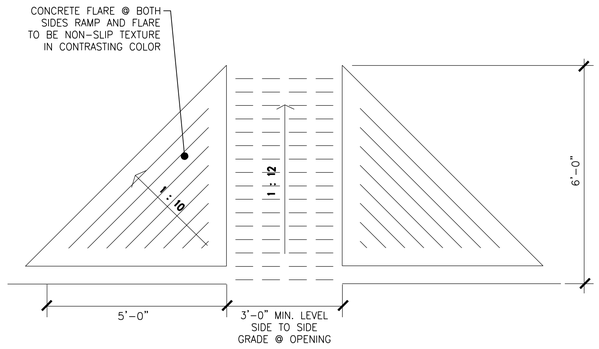
ADA DETECTABLE WARNING SURFACE (BRICK RED)
SCALE: N.T.S.

- ALL HANDICAP RAMPS TO MEET A.D.A. REQUIREMENTS FOR SLOPE AND SURFACE FINISH.



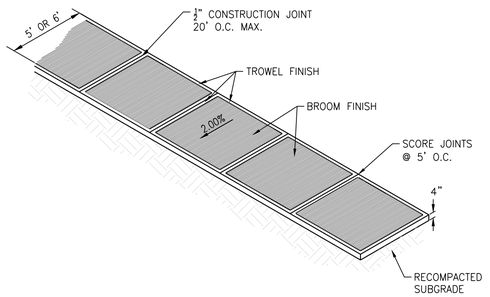
HANDICAP CURB CUT DETAIL
SCALE: N.T.S.

- ALL HANDICAP RAMPS TO MEET A.D.A. REQUIREMENTS FOR SLOPE AND SURFACE FINISH.



HANDICAP RAMP DETAIL
SCALE: N.T.S.

NOTE:
4,000 P.S.I. W/ AIR 4-6% CONCRETE



SIDEWALK DETAIL
SCALE: N.T.S.

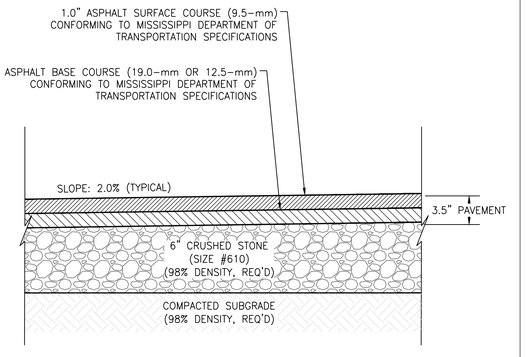
GENERAL NOTES:

1. EXPANSION JOINTS TO BE SPACED AT A MAXIMUM OF 60 FEET APART OR AS DIRECTED BY THE ENGINEER.
2. EXPANSION JOINTS WILL ALSO BE REQUIRED AT TANGENT POINTS, RAMPS, INLETS AND ANY APPURTENANCES.
3. CONTRACTION JOINTS ARE TO BE CUT INTO CURB AND GUTTER EVERY 10 FEET TO A DEPTH OF D/4, WHERE D EQUALS THE THICKNESS OF THE SECTION. THE SPACING OF 10 FEET MAY BE REDUCED AT CLOSURES BUT NO SECTION OF CURB AND GUTTER SHALL BE LESS THAN 10 FEET.
4. CONCRETE SHALL BE 3500 PSI AT 28 DAYS.
5. IN NO INSTANCES, SHOULD MORE THAN 0.25 INCHES OF WATER POOL IN GUTTER IMMEDIATELY AFTER A RAIN EVENT.
6. MATERIALS AND INSTALLATION SHALL BE IN ACCORDANCE WITH THE MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION).

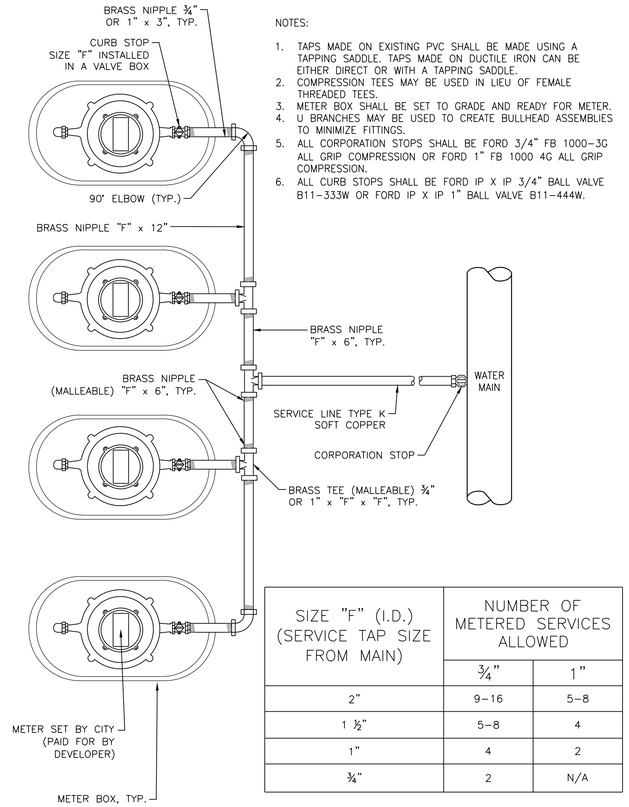
24" CURB & GUTTER SECTION
SCALE: N.T.S.

PAVEMENT STRUCTURE NOTE:

1. SITE SPECIFIC GEOTECHNICAL REPORT AND PAVEMENT DESIGN SHALL GOVERN, IF PROVIDED.



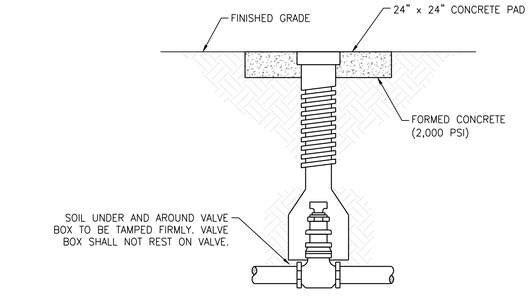
ASPHALT PAVEMENT SECTION
SCALE: N.T.S.



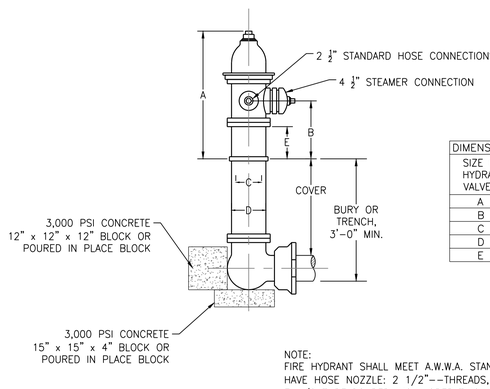
NOTES:
1. TAPS MADE ON EXISTING PVC SHALL BE MADE USING A TAPPING SADDLE. TAPS MADE ON DUCTILE IRON CAN BE EITHER DIRECT OR WITH A TAPPING SADDLE.
2. COMPRESSION TEES MAY BE USED IN LIEU OF FEMALE THREADED TEES.
3. METER BOX SHALL BE SET TO GRADE AND READY FOR METER.
4. U BRANCHES MAY BE USED TO CREATE BULLHEAD ASSEMBLIES TO MINIMIZE FITTINGS.
5. ALL CORPORATION STOPS SHALL BE FORD 3/4" FB 1000-3G ALL GRIP COMPRESSION OR FORD 1" FB 1000 4G ALL GRIP COMPRESSION.
6. ALL CURB STOPS SHALL BE FORD IP X IP 3/4" BALL VALVE B11-333W OR FORD IP X IP 1" BALL VALVE B11-444W.

SIZE "F" (I.D.) (SERVICE TAP SIZE FROM MAIN)	NUMBER OF METERED SERVICES ALLOWED	
	¾"	1"
2"	9-16	5-8
1 ½"	5-8	4
1"	4	2
¾"	2	N/A

WATER SERVICE & METER DETAIL (GANG METER ASSEMBLY)
SCALE: N.T.S.



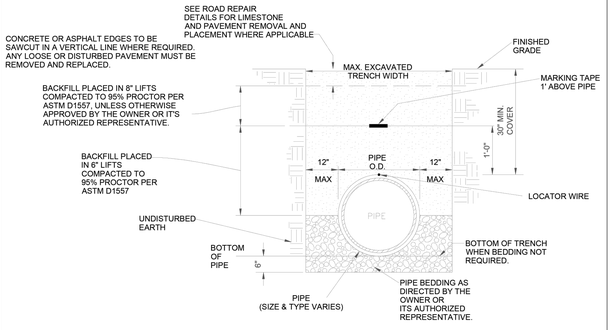
VALVE AND BOX ASSEMBLY
SCALE: N.T.S.



DIMENSION	SIZE
SIZE OF HYDRANT VALVE	5 1/4"
A	32 1/8"
B	15 1/2"
C	7 3/8"
D	8 1/2"
E	9"

NOTE:
FIRE HYDRANT SHALL MEET A.W.W.A. STANDARDS AND SHALL HAVE HOSE NOZZLE: 2 1/2"--THREADS, 3 1/16" O.D., 7 1/2 THREADS PER INCH, OPERATING NUT: PENTAGON--1 1/2" POINT TO FLAT: OPEN LEFT, STEAMER NOZZLE: 4 1/2" -- THREADS , 5 3/4" O.D., 4 THREADS PER INCH

FIRE HYDRANT ASSEMBLY
SCALE: N.T.S.



WATER PIPE PLACEMENT
SCALE: N.T.S.

REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE

LAFAYETTE LANDING

OWNER: *L&M HOLDINGS, LLC*
ENGINEER: *GRANBERRY & ASSOCIATES, LLC*

DIVISION OF ENGINEERING

CONSTRUCTION DETAILS

LAFAYETTE COUNTY, MS

SURVEY: *WILLIAMS ENGINEERING* DATE: *7/15/2024* PROJECT NO.: 1000-127
DESIGN BY: *J. GRANBERRY, P.E.* DATE: *7/3/2025* BOOK:
DRAWN BY: *J. GRANBERRY, P.E.* DATE: *7/3/2025* SCALE: *N.T.S.*

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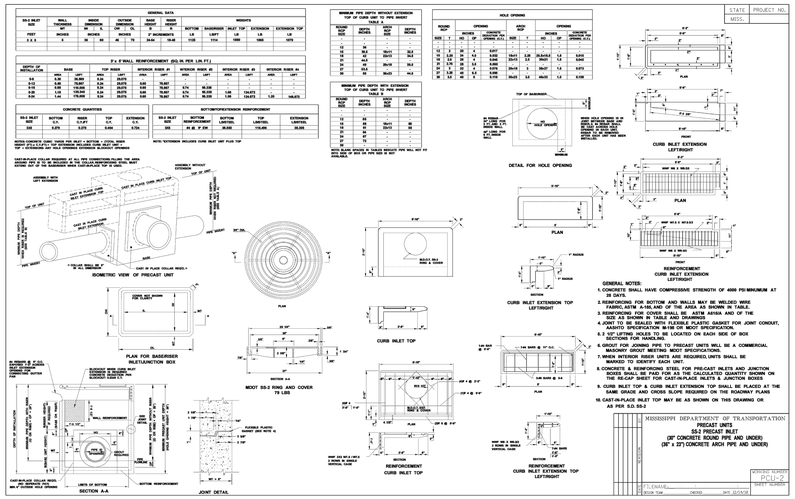
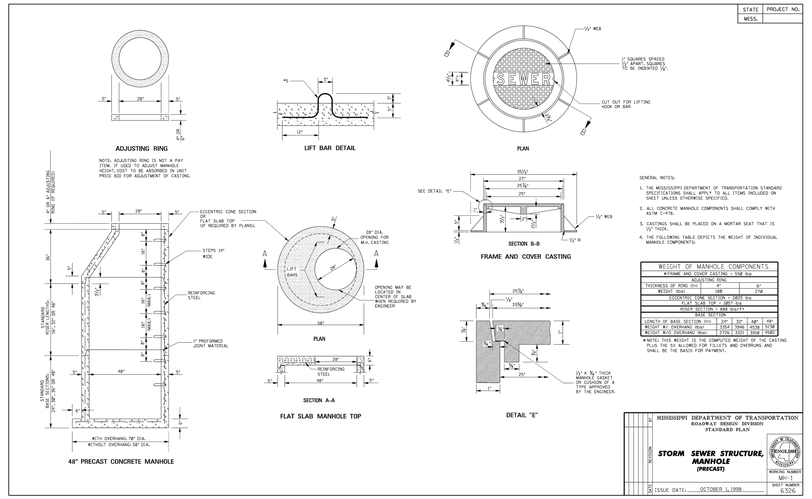
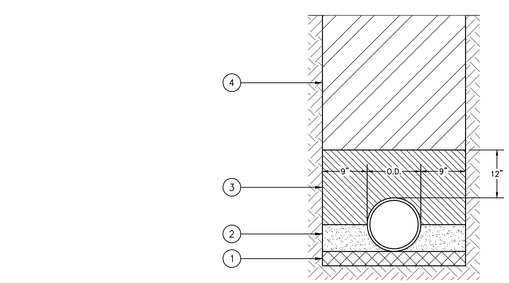
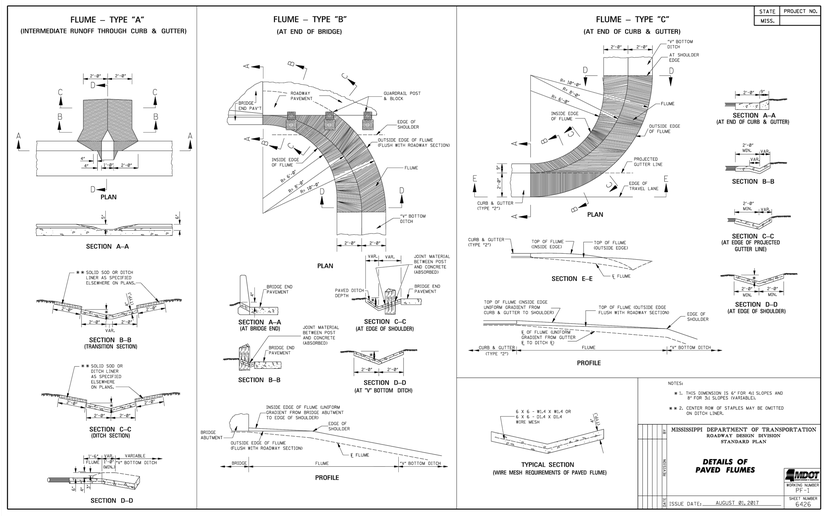


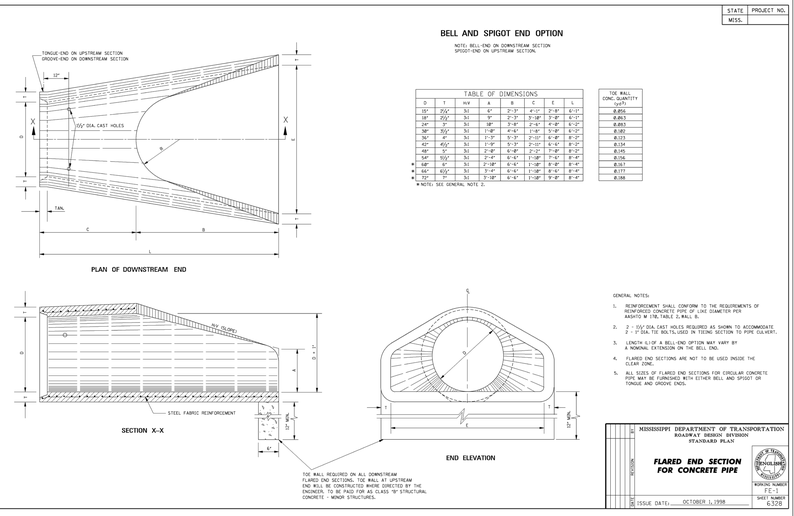


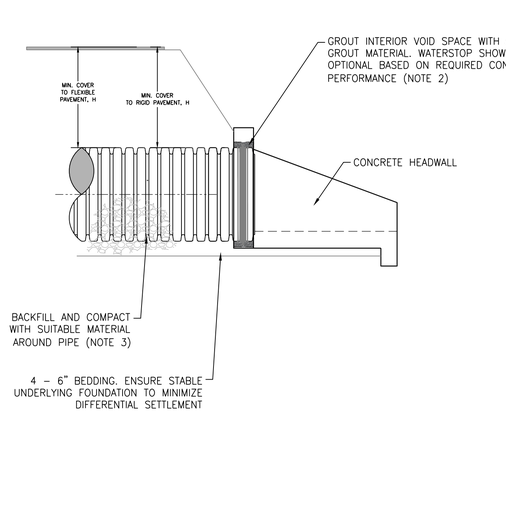


1. BEDDING: 4" CLEAN SAND COMPACTED TO 90% STANDARD PROCTOR.
2. HAUNCHING: CLEAN SAND HAND WORKED AROUND PIPE AND COMPACTED TO SPRINGLINE OF PIPE. COMPACT TO 90% STANDARD PROCTOR.
3. INITIAL BACKFILL: NATIVE MATERIAL PLACED & COMPACTED IN 8" LIFTS TO 12" ABOVE CROWN OF PIPE. COMPACT TO 95% STANDARD PROCTOR, ± 3% OPTIMUM MOISTURE CONTENT.
4. FINAL BACKFILL: NATIVE MATERIAL PLACED & COMPACTED IN 12" LIFTS TO EX. GROUND SURFACE OR ROAD BED IF UNDER PROPOSED ROAD. COMPACT TO 95% STANDARD PROCTOR, ± 3% OPTIMUM MOISTURE CONTENT.

HDPE/HP PIPE BEDDING DETAIL
SCALE: N.T.S.



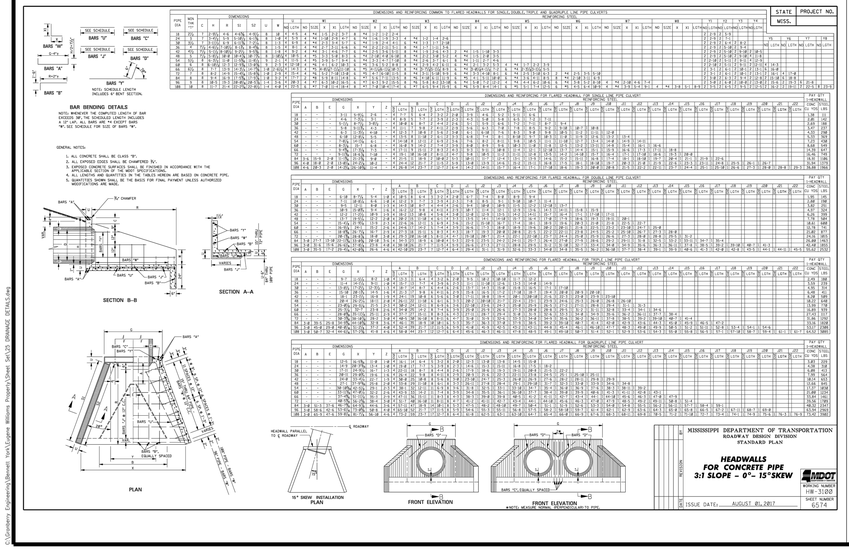


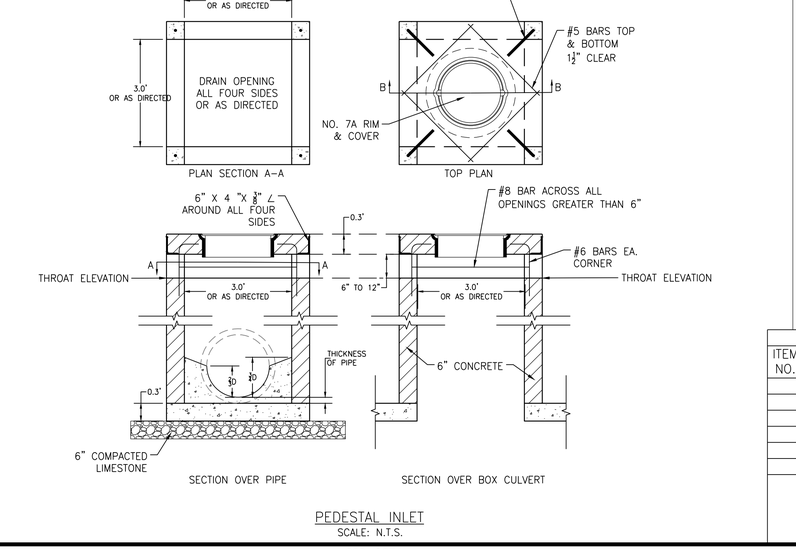


NOTES:

1. INSERT PIPE INTO HEADWALL, WITH PIPE RESTING ON BEDDING. THE PIPE SHOULD BE IN THE APPROXIMATE CENTER OF THE OPENING.
2. GROUT PIPE INTO CONCRETE STRUCTURE WITH NON-SHRINK GROUT. SOLID MASONRY UNITS, FULLY GROUTED IN PLACE, MAY BE USED TO HELP FILL LARGE VOIDS. SEE STANDARD DETAILS STD-203 AND 206A FOR ADDITIONAL INFORMATION ON THE APPLICATION OF WATERSTOP.
3. PIPE AT AND AROUND STRUCTURE CONNECTION TO BE INSTALLED PER ASTM D2321, LATEST EDITION. SEE STANDARD DETAIL 100 SERIES FOR PIPE INSTALLATION DETAILS AND TECHNICAL NOTE: 5.04 CONNECTIONS TO MANHOLES AND STRUCTURES FOR ADDITIONAL INFORMATION.
4. MINIMUM COVER: MINIMUM COVER, H, IN NON-TRAFFIC APPLICATIONS (GRASS OR LANDSCAPE AREAS) IS 12" (300mm) FROM THE TOP OF PIPE TO GROUND SURFACE. ADDITIONAL COVER MAY BE REQUIRED TO PREVENT FLOTATION. FOR TRAFFIC APPLICATIONS, MINIMUM COVER, H, IS 12" (300mm) UP TO 48" (1200mm) DIAMETER PIPE AND 24" (600mm) OF COVER FOR 60" (1500mm) DIAMETER PIPE, MEASURED FROM TOP OF PIPE TO BOTTOM OF FLEXIBLE PAVEMENT OR TO TOP OF RIGID PAVEMENT.

HEADWALL DETAIL
SCALE: N.T.S.





PEDESTAL INLET
SCALE: N.T.S.

REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE

LAFAYETTE LANDING

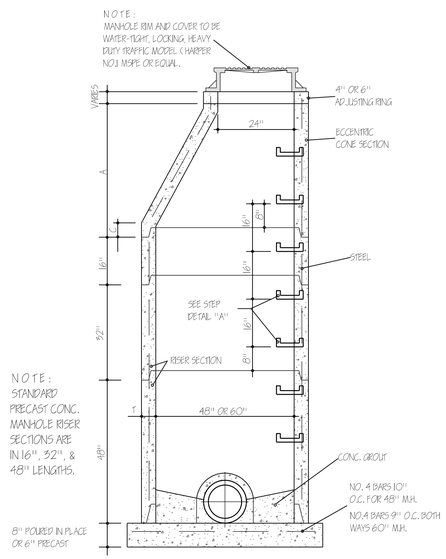
OWNER: *L&M HOLDINGS, LLC*
ENGINEER: *GRANBERRY & ASSOCIATES, LLC*

DIVISION OF ENGINEERING

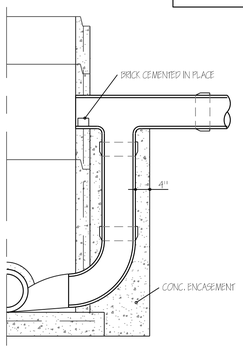
DRAINAGE DETAILS

LAFAYETTE COUNTY, MS

SURVEY:	*WILLIAMS ENGINEERING*	DATE: *7/15/2024*	PROJECT NO.: 1000-127
DESIGN BY:	*J. GRANBERRY, P.E.*	DATE: *7/3/2025*	BOOK:
DRAWN BY:	*J. GRANBERRY, P.E.*	DATE: *7/3/2025*	SCALE: *N.T.S.*



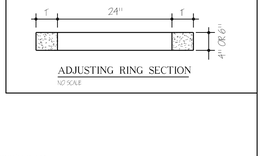
NOTE:
STANDARD PRECAST CONC. MANHOLE RISER SECTIONS ARE IN 16", 32", & 48" LENGTHS.



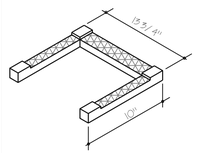
NOTE: ALL CONNECTIONS INTO AND OUT OF MANHOLE SHALL BE A FLEXIBLE TYPE CONNECTION SUCH AS KOR-N-SEAL CONNECTORS OR EQUAL.

MANHOLE WITH OUTSIDE DROP

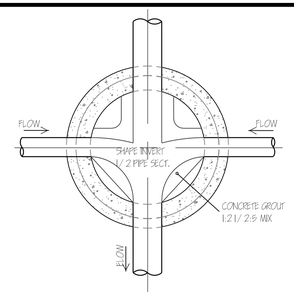
PRECAST CONCRETE SANITARY MANHOLE SECTIONS
NO SCALE



ADJUSTING RING SECTION
NO SCALE

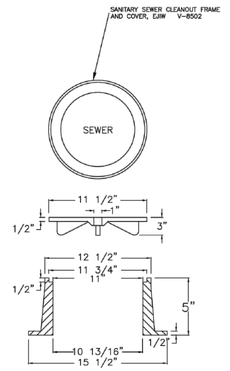


STEP DETAIL A
NO SCALE

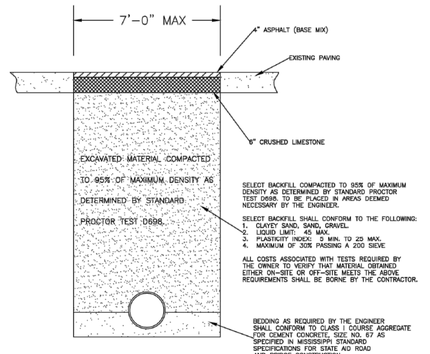


PLAN OF MANHOLE FLOW CHANNELS
NO SCALE

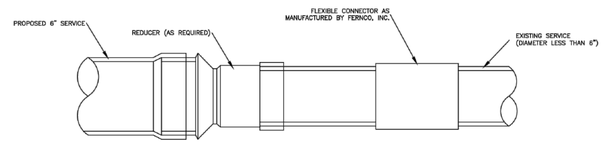
DIA.	A	B	C	T	APPROX. CONE WEIGHTS LBS.	APPROX. RISER WEIGHTS LBS./FT.
48"	58"	3 1/2"	5"	5"	2075	870
60"	56"	5"	9"	6"	3495	1250



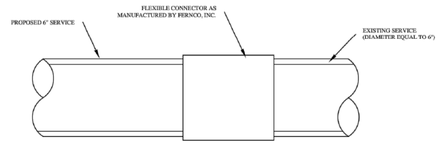
CLEANOUT RING/COVER DETAIL
N.T.S.



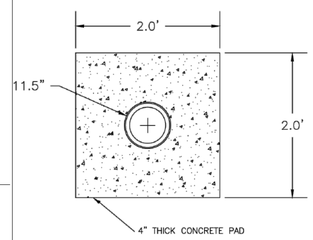
TYPICAL STREET CUT SECTION
N.T.S.

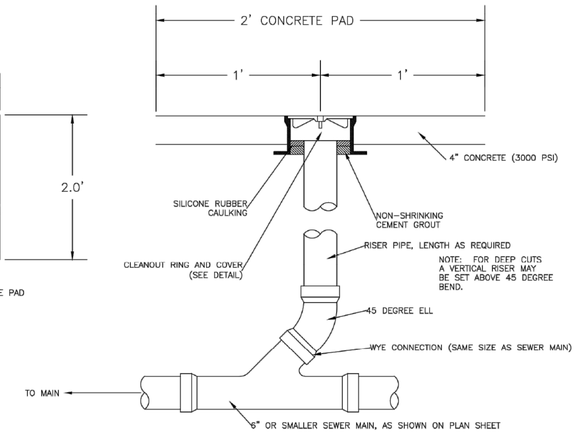


TIE TO EX. SERVICE (ø < 6") DETAIL
N.T.S.

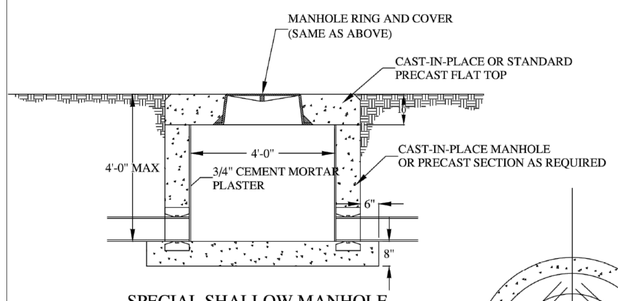


TIE TO EX. SERVICE (ø > 6") DETAIL
N.T.S.

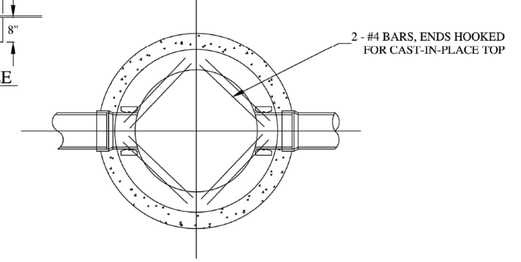




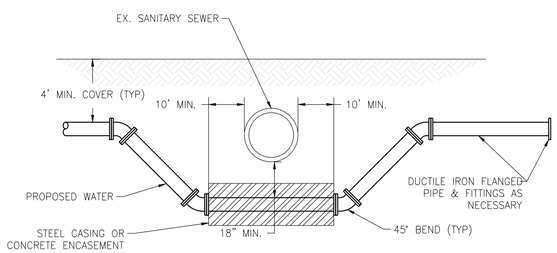
SANITARY SEWER CLEANOUT DETAIL
N.T.S.



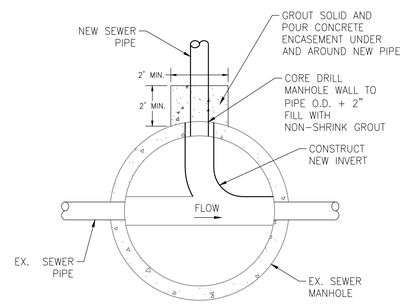
SPECIAL SHALLOW MANHOLE SECTION



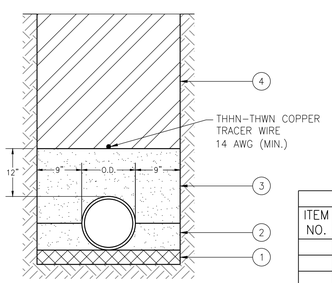
SHALLOW SANITARY SEWER MANHOLE
N.T.S.



WATER CROSSING SEWER DETAIL
N.T.S.



TIE TO EX. SEWER MANHOLE
N.T.S.



WATER/SEWER LINE

1. BEDDING: 4" CLEAN SAND COMPACTED TO 90% STANDARD PROCTOR.
2. HAUNCHING: CLEAN SAND HAND WORKED AROUND PIPE AND COMPACTED TO SPRINGLINE OF PIPE. COMPACT TO 90% STANDARD PROCTOR.
3. INITIAL BACKFILL: CLEAN SAND PLACED & COMPACTED IN 8" LIFTS TO 12" ABOVE CROWN OF PIPE. COMPACT TO 90% STANDARD PROCTOR.
4. FINAL BACKFILL: SUITABLE NATIVE MATERIAL PLACED & COMPACTED IN 12" LIFTS TO EX. GROUND SURFACE OR ROAD BED IF UNDER PROPOSED ROAD. COMPACT TO 95% STANDARD PROCTOR, ± 3% OPTIMUM MOISTURE CONTENT.

UTILITY TRENCHING & BACKFILLING DETAIL
N.T.S.

REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE

JOHN GRANBERRY — REGISTERED PROFESSIONAL ENGINEER — 19994 — STATE OF MISSISSIPPI — ENGINEER

DIVISION OF ENGINEERING

SEWER DETAILS

LAFAYETTE COUNTY, MS

SURVEY: *WILLIAMS ENGINEERING* DATE: *7/15/2024* PROJECT NO.: 1000-127
DESIGN BY: *J. GRANBERRY, P.E.* DATE: *7/3/2025* BOOK:
DRAWN BY: *J. GRANBERRY, P.E.* DATE: *7/3/2025* SCALE: *N.T.S.*

LAFAYETTE LANDING

OWNER: *L&M HOLDINGS, LLC*
ENGINEER: *GRANBERRY & ASSOCIATES, LLC*

DRAWN BY: ____
DATE: 07/08/25
FOR: Board of Mayor and Aldermen
INDEX #: ____

CITY OF OXFORD
PUBLIC WORKS DEPARTMENT
107 COURTHOUSE SQUARE, OXFORD, MISSISSIPPI 38655

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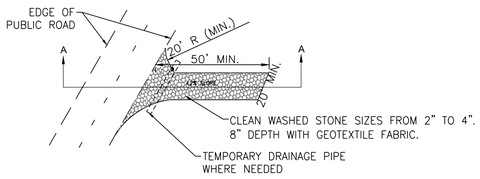
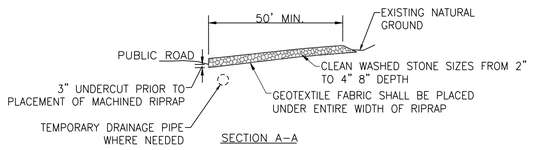
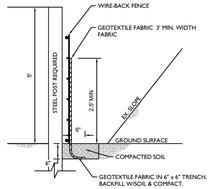


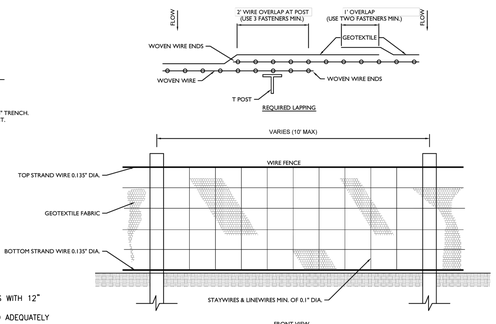
PLAN VIEW OF TEMPORARY CONSTRUCTION ROAD



1 CONSTRUCTION ENTRANCE DETAIL
N.T.S



SIDE VIEW

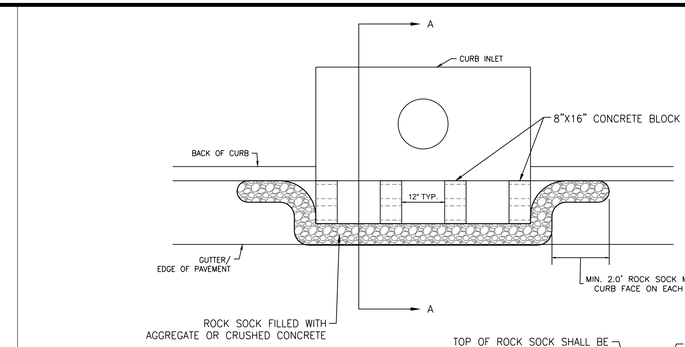


FRONT VIEW

GENERAL NOTES:

1. WIRE SHALL BE MINIMUM OF 32" IN WIDTH SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
2. GEOTEXTILE FABRIC SHALL BE A MINIMUM OF 36" IN WIDTH AND SHALL BE FASTENED ADEQUATELY TO THE WIRE AS DIRECTED.
3. STEEL POST SHALL BE 5'-0" IN HEIGHT AND OF THE SELF-FASTENER ANGLE STEEL TYPE. WIRE FENCE SHALL BE FASTENED TO STEEL POST WITH NOT LESS THAN 9 GAGE WIRE STAPLES 1" LONG.
4. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATIONS MAY BE USED WITHOUT WIRE FENCE.

2 SILT FENCE DETAIL
N.T.S

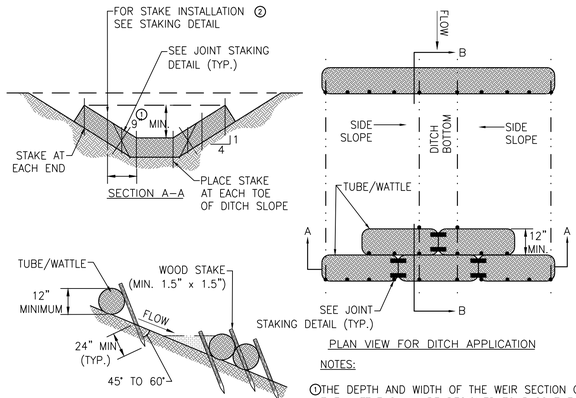


SECTION A-A

NOTES:

1. CRUSHED ROCK SHALL BE 2.0"-3.0" IN SIZE WITH A FRACTURED FACE (ALL SIDES).
2. ROCK SOCK SHALL BE ONE CONTINUOUS PIECE OR SHALL BE CONSTRUCTED USING WIRE WRAPPED JOINTS.
3. ROCK SOCK OPEN AREA SHALL BE SIZED TO KEEP ROCK FROM SPILLING OUT.
4. CONCRETE BLOCKS SHALL BE LAID ON THEIR SIDES ABUTTING THE FACE OF THE THE INLET AND SPACED APPROX. 12" APART.
5. ROCK SOCK SHALL BE PLACED AROUND CONCRETE BLOCKS, CLOSELY ABUTTING ONE ANOTHER.

6 CURB INLET PROTECTION DETAIL
N.T.S



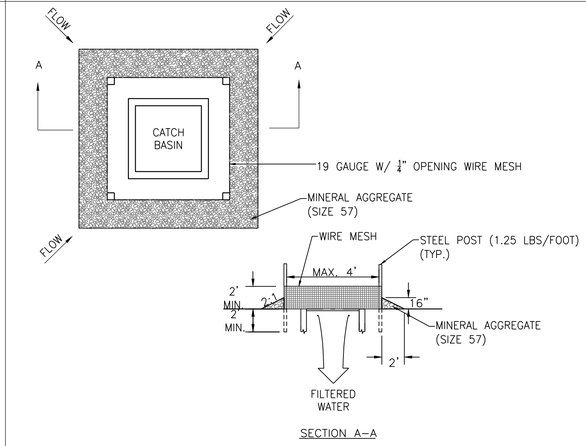
PLAN VIEW FOR DITCH APPLICATION

NOTES:

(1) THE DEPTH AND WIDTH OF THE WEIR SECTION OF THE WATTLE SHALL BE DESIGNED TO PASS THE 2yr/24hr OR 5yr/24hr STORM EVENT WITHOUT OVERTOPPING THE CHANNEL.

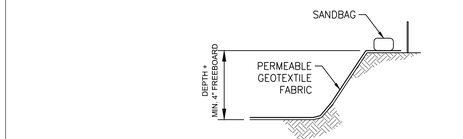
(2) STAKE PER MANUFACTURERS RECOMMENDATIONS

3 ORGANIC FILTER TUBE DETAIL
N.T.S

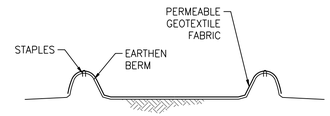


SECTION A-A

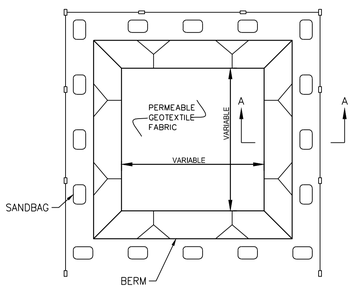
4 INLET PROTECTION DETAIL
N.T.S



SECTION A-A
SCALE: N.T.S.

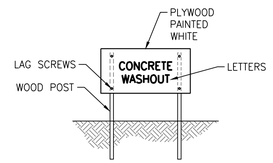


SECTION B-B
SCALE: N.T.S.

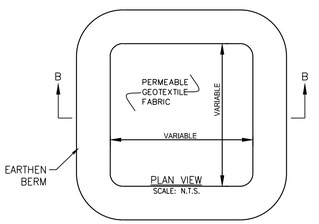


PLAN VIEW
SCALE: N.T.S.

TYPE "BELOW GRADE"



CONCRETE WASHOUT SIGN (OR EQUIVALENT)

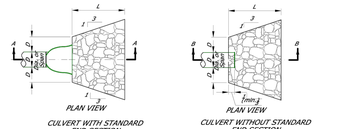


NOTES:

1. ACTUAL LAYOUT DETERMINED IN THE FIELD.
2. SIGNAGE IDENTIFYING THE CONCRETE WASHOUT AREA SHALL BE INSTALLED WITHIN 5' OF THE WASHOUT FACILITY.

TYPE "ABOVE GRADE" WITH EATHERN BERMS

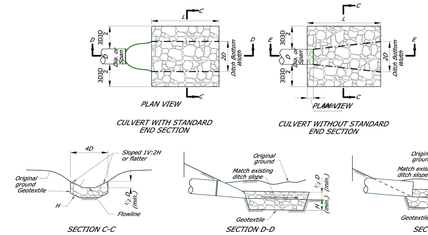
6 CONCRETE WASHOUT DETAIL
N.T.S



PROTECTIVE APRON AT CULVERT OUTLET WITHOUT DITCH

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



PROTECTIVE APRON AT CULVERT OUTLET WITH DITCH

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%.

NO SCALE

7 OUTLET PROTECTION DETAIL
N.T.S

REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE

DIVISION OF ENGINEERING

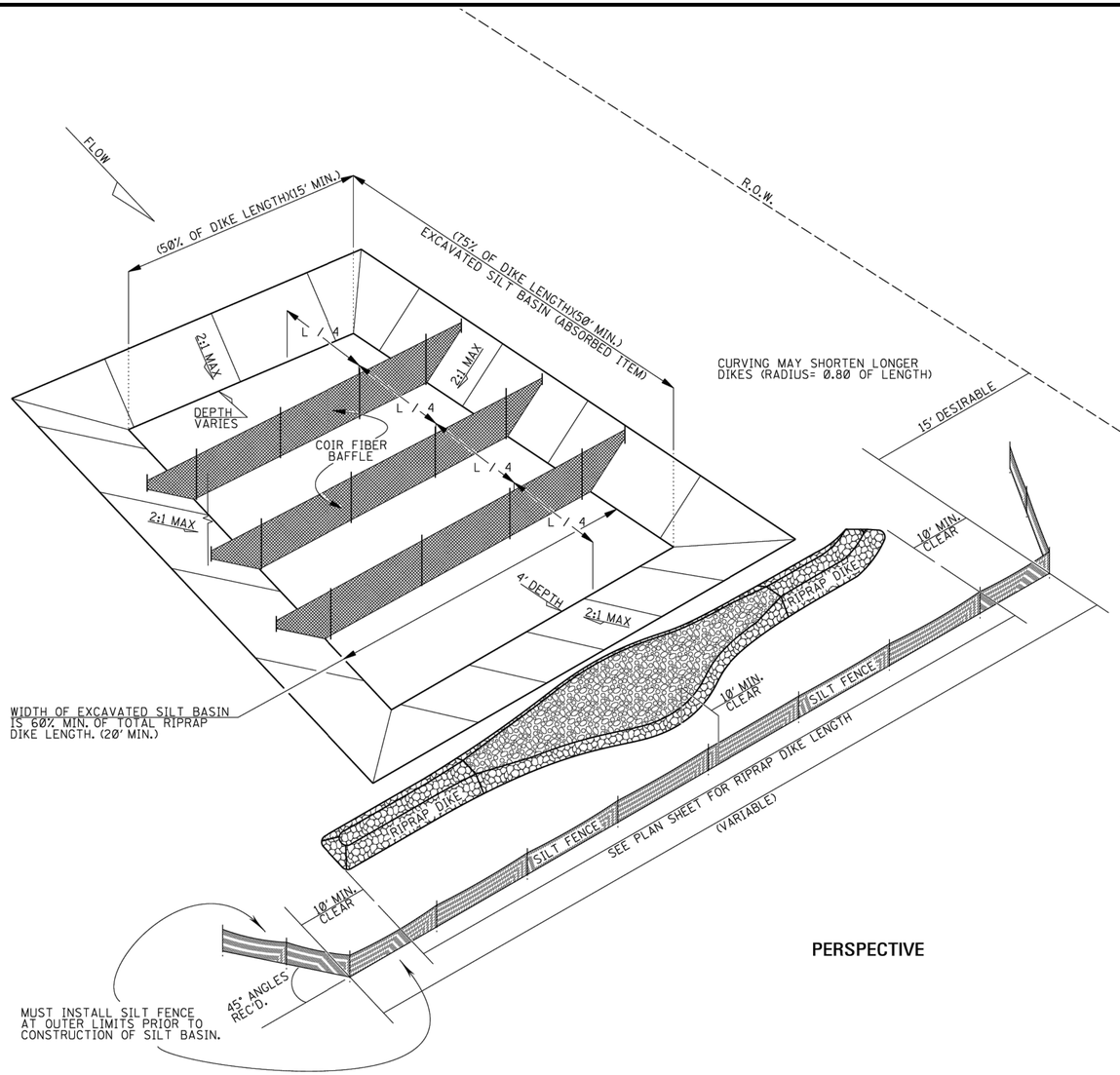
EROSION CONTROL DETAILS

LAFAYETTE COUNTY, MS

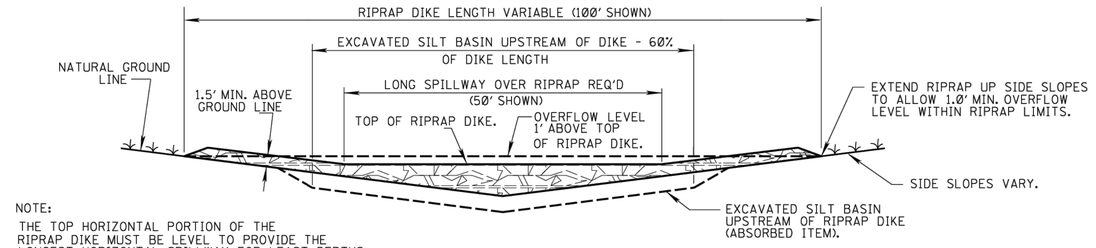
SURVEY: *WILLIAMS ENGINEERING* DATE: *7/15/2024* PROJECT NO.: 1000-127
DESIGN BY: *J. GRANBERRY, P.E.* DATE: *7/3/2025* BOOK:
DRAWN BY: *J. GRANBERRY, P.E.* DATE: *7/3/2025* SCALE: *N.T.S.*

LAFAYETTE LANDING

OWNER: *L&M HOLDINGS, LLC*
ENGINEER: *GRANBERRY & ASSOCIATES, LLC*

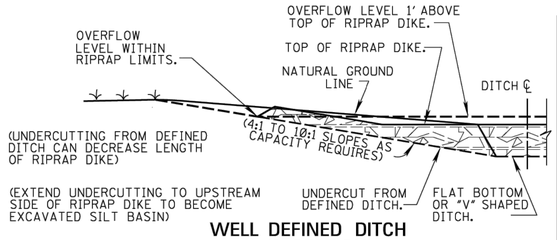


PERSPECTIVE

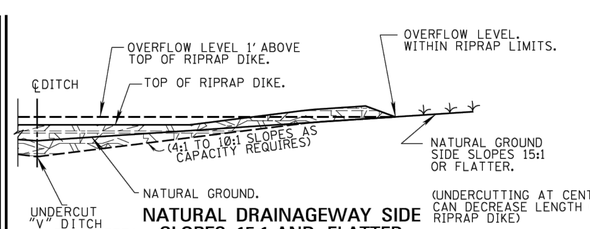


NOTE:
THE TOP HORIZONTAL PORTION OF THE RIPRAP DIKE MUST BE LEVEL TO PROVIDE THE LONGEST HORIZONTAL SPILLWAY FOR LEAST DEPTHS OF OVERFLOW (DO NOT MAKE A SPILLWAY NOTCH).

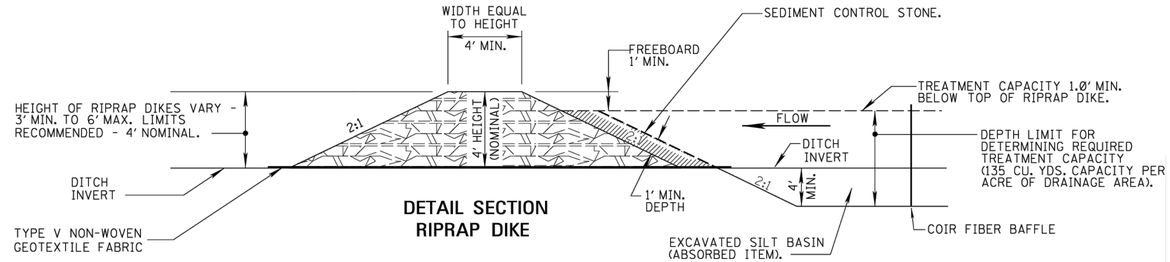
SECTION OF RIPRAP DIKE



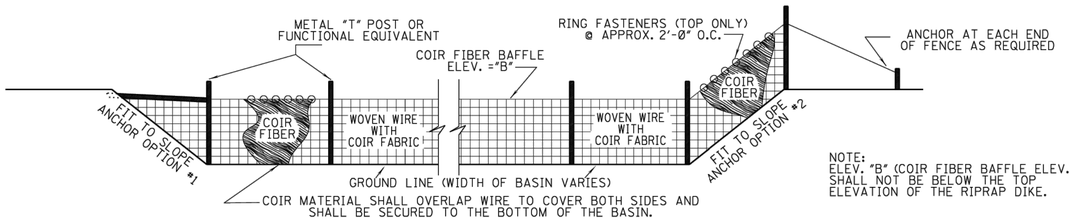
WELL DEFINED DITCH (1/2 SECTION)



NATURAL DRAINAGEWAY SIDE SLOPES 15:1 AND FLATTER (1/2 SECTION)

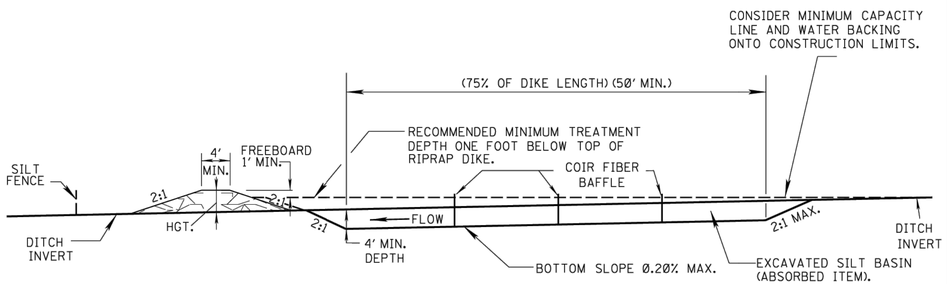


DETAIL SECTION RIPRAP DIKE



NOTE:
ELEV. "B" (COIR FIBER BAFFLE ELEV.) SHALL NOT BE BELOW THE TOP ELEVATION OF THE RIPRAP DIKE.

COIR FIBER BAFFLE DETAIL



PROFILE

GENERAL NOTES:

1. THE REQUIRED SIZE / CAPACITY OF THE RIPRAP DIKE SILT BASIN IS AT LEAST 135 CUBIC YARDS OF VOLUME / CAPACITY PER ACRE OF DRAINAGE AREA RECEIVED. THE RIPRAP DIKE SILT BASIN MUST BE MAINTAINED AT ALL TIMES TO ASSURE THE INTENDED FUNCTION, REMOVING THE ACCUMULATED SILT ROUTINELY AND / OR WHEN APPROACHING A 50% MAXIMUM DECREASE FROM THE EFFECTIVE DESIGN CAPACITY, AND RESTORING THE BASIN TO ITS ORIGINAL EFFECTIVE DESIGN CAPACITY.
2. THE CONTRACTOR SHALL BE REQUIRED TO FURNISH ALL MATERIALS, PERFORM ALL WORK FOR THE PROPER INSTALLATION, MAINTENANCE, AND REMOVAL OF TEMPORARY EROSION CONTROL MEASURES NECESSARY TO CONTROL SILTATION.
3. AFTER THE PURPOSE FOR THE SILT BASIN HAS BEEN SERVED, THE POSTS AND SILT FENCE SHALL BE REMOVED. THE RIPRAP AND SEDIMENT CONTROL STONE SHALL BE REMOVED AND PLACED AT A PIPE OUTLET. THE DISTURBED AREA SHALL BE SITE GRADED AND REVEGETATED AS DEEMED NECESSARY BY THE ENGINEER. ALL COSTS OF REMOVAL AND REPLACEMENT SHALL BE INCLUDED IN OTHER ITEMS BID.
4. RIPRAP FOR THE TYPE D SILT BASIN SHALL BE MIN. 100 LB RIPRAP AND SHALL BE PAID FOR - PER TON.
5. SEDIMENT CONTROL STONE SHALL BE PAID FOR - PER TON.
6. THE TEMPORARY EROSION CONTROL MEASURES SHOWN ON THIS SHEET WILL ONLY BE MEASURED FOR SEPARATE PAYMENT WHEN APPROPRIATE PAY ITEMS ARE INCLUDED IN THE BID SCHEDULE OF THE PROPOSAL.
7. THE ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES 1/3 TO 1/2 THE HEIGHT OF THE CONTROL FEATURE. SILT SHALL BE DISPOSED OF PROPERLY AND SHALL NOT BE DISPOSED OF IN THE VINCINITY OF THE EROSION CONTROL DEVICES.
8. THE COIR FIBER BAFFLES SHALL BE CONSTRUCTED OF 100% COCONUT (COIR) FIBER MATERIAL SUPPORTED BETWEEN POSTS WITH A WIRE MESH BACKING AS SHOWN ABOVE. ROWS SHALL BE EVENLY SPACED THROUGH THE BASIN.
9. THE COIR FIBER BAFFLES SHALL BE PAID FOR - PER LINEAR FEET. (INCLUDES ALL ITEMS SHOWN IN DETAIL NEEDED FOR INSTALLATION).
10. COST OF FABRIC SHALL BE INCLUDED IN OTHER ITEMS BID.

REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE

J. GRANBERRY 19894 REGISTERED PROFESSIONAL ENGINEER STATE OF MISSISSIPPI

LAFAYETTE LANDING

OWNER: *L&M HOLDINGS, LLC*
ENGINEER: *GRANBERRY & ASSOCIATES, LLC*

DIVISION OF ENGINEERING

EROSION CONTROL DETAILS – SEDIMENT BASIN (MDOT BAS-D)

LAFAYETTE COUNTY, MS

SURVEY: *WILLIAMS ENGINEERING*	DATE: *7/15/2024*	PROJECT NO.: 1000-127	
DESIGN BY: *J. GRANBERRY, P.E.*	DATE: *7/3/2025*	BOOK:	
DRAWN BY: *J. GRANBERRY, P.E.*	DATE: *7/3/2025*	SCALE: *N.T.S.*	

OXFORD
PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Aldermen

From: Ben Requet, AICP, Planning Director

Date: August 19, 2025

Re: Second Reading and Public Hearing of a Zoning Map Amendment request (Case #3244) by Snider Developent, LLC. (Greg Snider), to rezone +/- 10 acres from Suburban Residential (SR) to Neighborhood Residential (NR) for property located on Christman Road & Northwood Trails. (PPIN #27674)

Request: This is a request for a Zoning Map Amendment to change the underlying zoning from (SR) Suburban Residential to (NR) Neighborhood Residential for approximately 10 acres in the northeastern most portion of the PUD. At the July 14, 2025, Planning Commission meeting, after determining that there was sufficient change in the character of the neighborhood and that there was a public need, Commissioner Latimer made a motion to recommend approval of the requested rezoning to the Mayor and Aldermen that was seconded by Commissioner Murphy. The motion carried with a unanimous vote 7-0 vote. Therefore, the Commission recommended approval of the requested rezoning.

The Blackberry Hills Planned Unit Development (PUD) received its initial approval in October 2005, was annexed into the City of Oxford in 2006, and underwent an amendment in April 2012. Development to date has focused primarily on residential uses, though the plan also designates certain areas for mixed-use purposes. Substantial progress has been made along Molly Barr Road and adjacent northern sections, featuring a combination of attached and detached homes in both cottage and townhouse designs. In contrast, the southwestern sections of the property remain largely undeveloped. The zoning established for this PUD aligns with the approved plat, supporting a blend of residential options and commercial mixed-use spaces.

In 2012, only approximately 39 residential structures were constructed in the Grove Hill Condominium development on property then owned by Alumni Properties, and a new developer, Chance Properties, approached the City to not only amend the Alumni Properties portion of the Blackberry Hills PUD, but to also add an additional 20 acres on the north side of the original PUD. The proposed modification introduced changes to the PUD plan that enabled the Highland Square Development, encompassing all existing development in the area. This includes additional detached homes, duplexes, townhomes, and multi-family residences, some of which incorporate commercial mixed-use spaces. In 2022, the Rowandale Residential Common Interest Development (RCID) was established. Many of the homes, previously leased by a single entity, were sold individually.

In this request, the applicant is seeking a Zoning Map Amendment to change the underlying zoning from (SR) Suburban Residential to (NR) Neighborhood Residential for approximately 10 acres in the northeastern most portion of the PUD. The applicant is also seeking another Zoning Map Amendment, the subject of Case #3245, to remove all the Rowandale property and the northeastern 10 acres from the Blackberry Hills PUD.

State Requirements for Rezoning:
The criteria to rezone property are cited in a number of Mississippi cases and are as follows:
"Before a zoning board reclassifies property from one zone to another, there must be proof either:
(1) that there was a mistake in the original zoning, or (2) (a) that the character of the neighborhood has changed to such an extent as to justify reclassification, and (b) that there was a public need for rezoning." (Burdine v. City of Greenville, 1999).

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

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

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

The neighborhood surrounding the subject property has experienced significant changes due to various developments and infrastructure improvements. The proposed dissolution of the Blackberry Hills PUD is a critical change that allows the property to be aligned with its intended future land use under the Traditional Neighborhood Development (TND) plan. Additionally, nearby NEW neighborhood developments, such as Colonnade, the Lamar Sullivan's Marketplace, a 25,000-square-foot grocery store within 1 mile, and the pending Chickasaw Creek Condominium Development at 3115 Chickasaw Road, approximately 0.1 miles away, reflect the increasing demand for residential and commercial development.

The Blackberry Hills "PUD" was never properly created, as has been documented multiple times to staff and attorneys, under MS Law. It has been problematic and ambiguous and there have been multiple attempts to understand it by staff, owners and developers since inception. Even the prior owners did not know what they had or what could be done. Removing all 220 Rowandale parcels and the 10 Acres from the "PUD" allows the City and new owner to work

together without complication or ambiguity on who can do what. Upon successful rezoning and removal or the Rowandale and its adjacent subject property from the existing “PUD” the Callicutt parcel will be the only owner left in Blackberry Hills and unencumbered to work with the City Planning Department and Aldermen to develop a new PUD Document and Plat, without interference from other potential PUD Owners.

These changes justify the need to rezone the property to better align with the area's evolving character and growth in population, density, in fill development and infrastructure improvements.

In addition to the physical changes in the surrounding area, the proposed rezoning aligns with the Traditional Neighborhood Development (TND) principles outlined in Oxford’s Vision 2037 Comprehensive Plan. The plan encourages higher-density, walkable, and connected neighborhoods that blend housing types and are located near commercial services and schools. The proximity of the subject property to infrastructure improvements, such as the roundabout at Molly Bar Road, new OUT Bus stops, the new commercial services at Sullivan’s Marketplace, and the nearby Chickasaw Creek attached condominium development, make this rezoning particularly suitable.

The Comprehensive Plan emphasizes connectivity and proximity to commercial amenities, as well as the public need for housing to accommodate Oxford’s growing population, particularly from the University of Mississippi. The rezoning to Neighborhood Residential (NR) helps fulfill these objectives by enabling higher-density residential development that supports Oxford’s sustainable and compact growth goals.

Mistake:
In the application, the applicant provided the following justifications for why they believe it is a mistake.

The subject 10 acres SR parcel sticks out like a sore thumb. It’s an island of incompatible development surrounded by higher density for miles. It does not work with the current neighborhood and it not feasible to develop detached homes due the topography and need. The rezoning amendment would better align the property's current zoning designation, surrounding land uses, and intended future land use plans. The property’s current Suburban Residential (SR) zoning does not optimize the site’s potential within the Traditional Neighborhood Development (TND) place type, which envisions higher-density residential developments. Rezoning the property to Neighborhood Residential (NR) will better align it with the City's comprehensive growth strategy, ensuring consistency with zoning of adjacent properties and accommodating the growing demand for housing.

If the picture on the front doesn’t indicate a map error, then we don’t really know what else a map error could look like. Does it make any sense? The current Suburban Residential (SR) zoning of the 10-acre property which was always a part of Rowandale is misaligned with surrounding land uses and the city’s future development plans. Key issues corrected by the proposed Neighborhood Residential (NR) zoning include:

- Inconsistency with Surrounding Zoning: The property is surrounded by NR-zoned land on all sides, rendering the SR designation illogical under the 2025 planning context.
- Misalignment with TND Vision: The SR zoning does not support the higher density residential development envisioned in the TND place type, which is outlined in the Comprehensive Plan.
- Underutilization of Potential: The SR zoning limits the site's ability to accommodate the growing demand for housing and integrate with the mixed-use character of adjacent developments like Rowandale and Lamar.

The prior owner visited with the original Developer of Highland Square that owned this subject parcel. Per A. Feinhour, President of Student Quarters, "NO, it was never intended to be green space or left undeveloped. Our site plan used the topography of the initial 2 phases to build Highland Square. Evidence still remains of roads and infrastructure showing future development of the same type of unit mix as currently built into the 10-acre site. It was cost prohibitive to develop that part of the site at the time due to the topography. However, it was always going to be a final phase of Highland Square prior to our sale of the property"

Rezoning to NR corrects these errors by aligning the property with the zoning of surrounding areas, optimizing its development potential, and ensuring consistency with Oxford's comprehensive growth strategy.

Additional Staff Comments:
The applicant points out that there have been changes in the character of the neighborhood partly attributed to development nearby or in close proximity to this site, and with infrastructure changes, particularly to Molly Barr Road with the installation of a new roundabout at Chickasaw, in addition to the multiple roundabouts constructed on Highway 30 in front of the Colonnade Crossing development. It is also important to note that the City of Oxford plans to commence construction of a new roundabout, replacing the traffic signal, at the intersection of Molly Barr Road and North Lamar this fall. This area continues to develop with housing and a mixed-use commercial center has been approved near this site.

During the Comprehensive rezoning in 2017, Staff met with one of the owners of the Blackberry Hills PUD about removing the PUD designation due to inactivity of the development and due to the lack of detailed information to facilitate the development of the PUD. While the owner was receptive to the conversation, ultimately it was determined by the owners of the property to keep the PUD in place. Staff evaluated the proposed uses in the PUD plan and assigned land uses it felt most appropriate and consistent with the proposed Land Development Code. Staff disagrees with the applicant's assessment that the SR designation was a mistake, particularly when the area was proposed to contain single-family detached houses or have "minimal disturbance".

Blackberry Hills is one of Oxford's earliest PUDs. Since the initial approval of this PUD in 2005, Oxford's Land Development Code has become more sophisticated, especially with respect to PUDs. Staff believes that the information provided with the Blackberry Hills PUD, as approved and amended, lacks critical information necessary for it to develop. Staff has met with many developers interested in Blackberry Hills but the lack of information has proven to be a continued

barrier with its development. Ultimately, this is a primary reason Staff proposed removing the PUD designation to one of the owners in 2017.

The proposed change in use will facilitate additional density, and building types that are not otherwise allowed in the Suburban Residential District. Neighborhood Residential allows up to 9 units per acre (compared to 6 in Suburban Residential), and it allows for the construction of detached, and attached units (including duplex, triplex, quadplex units and townhomes). This zoning is consistent with the surrounding area. 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.

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

Planning Commission Meeting (July 14, 2025)

A link to the recording of the July 14th, 2025, Planning Commission meeting is provided below. As this meeting was held on Tuesday, the draft minutes are still in production.

Case #3244 – Blackberry Hills 10 Acres Rezoning (This item should begin at 22:54)

Planning Commission Recommendation:

At the July 14, 2025, Planning Commission meeting, after determining that there was sufficient change in the character of the neighborhood and that there was a public need, Commissioner Latimer made a motion to recommend approval of the requested rezoning to the Mayor and Aldermen that was seconded by Commissioner Murphy. The motion carried with a unanimous vote 7-0 vote.

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

OXFORD
PLANNING
DEPARTMENT

Case 3244

To: Oxford Planning Commission
From: Benjamin Requet, AICP; Director of Planning
Date: July 14, 2025

Applicant: Snider Development, LLC (Greg Snider)
Owner: Same
Request: Zoning Map Amendment to change the underlying zoning from (SR) Suburban Residential to (NR) Neighborhood Residential
Location: Northwood Trails & Christman Road (PPIN #27674)
Zoning: PUD- Planned Unit Development; underlying zoning (SR) Suburban Residential

Surrounding Zoning:
North: County A1
South, West & East: (NR) Neighborhood Residential & (TNB) Traditional Neighborhood Business

Case History: Case #1634 – PUD Amendment – April 2012
Case #1253 – Site Plan Approval – November 2005
Case #1236 – Special Exception, Allowed PUD – October 2005

Planning Comments: The Blackberry Hills Planned Unit Development (PUD) received its initial approval in October 2005, was annexed into the City of Oxford in 2006, and underwent an amendment in April 2012. Development to date has focused primarily on residential uses, though the plan also designates certain areas for mixed-use purposes. Substantial progress has been made along Molly Barr Road and adjacent northern sections, featuring a combination of attached and detached homes in both cottage and townhouse designs. In contrast, the southwestern sections of the property remain largely undeveloped. The zoning established for this PUD aligns with the approved plat, supporting a blend of residential options and commercial mixed-use spaces.

In 2012, only approximately 39 residential structures were constructed in the Grove Hill Condominium development on property then owned by Alumni Properties, and a new developer, Chance Properties, approached the City to not only amend the Alumni Properties portion of the Blackberry Hills PUD, but to also add an additional 20 acres on the north side of the original PUD. The proposed modification introduced changes to the PUD plan that enabled the Highland

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Blackberry Hills is one of Oxford's earliest PUDs. Since the initial approval of this PUD in 2005, Oxford's Land Development Code has become more sophisticated, especially with respect to PUDs. Staff believes that the information provided with the Blackberry Hills PUD, as approved and amended, lacks critical information necessary for it to develop. Staff has met with many developers interested in Blackberry Hills but the lack of information has proven to be a continued barrier with its development. Ultimately, this is a primary reason Staff proposed removing the PUD designation to one of the owners in 2017.

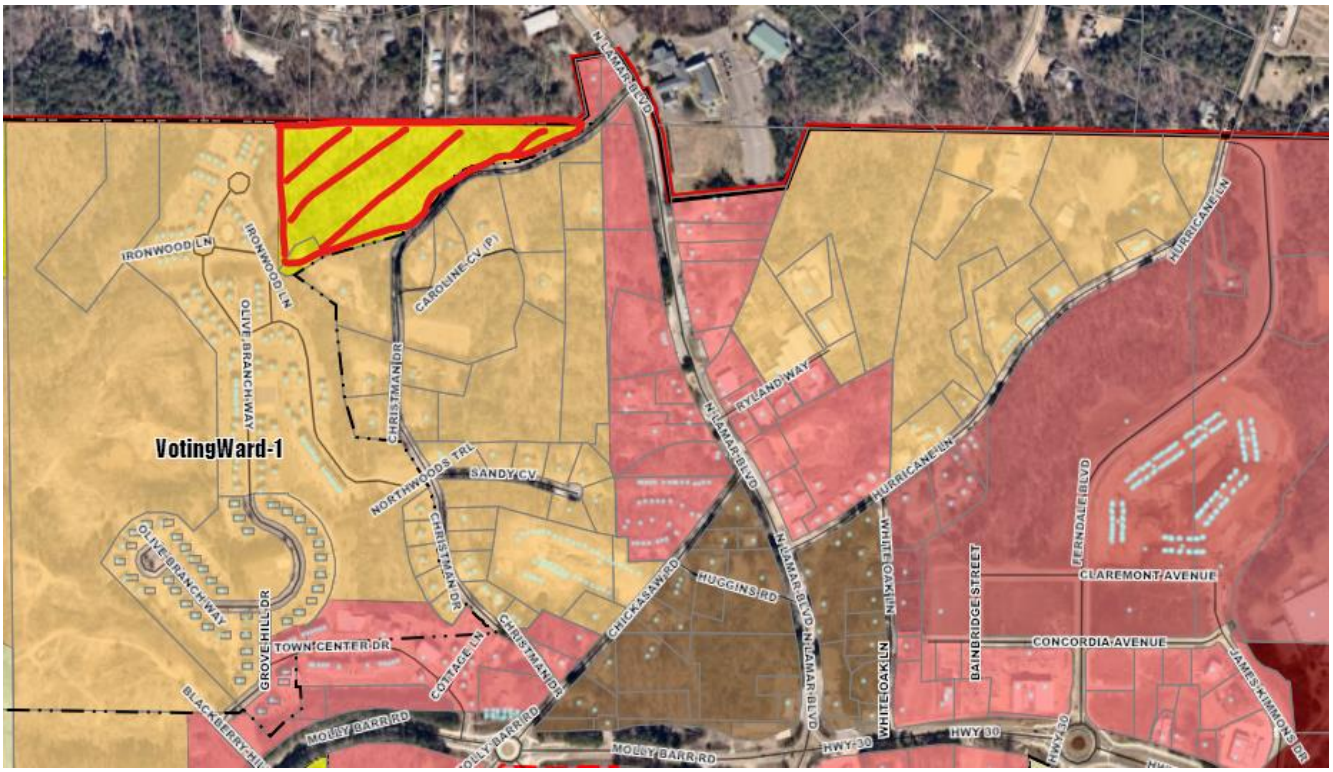
The proposed change in use will facilitate additional density, and building types that are not otherwise allowed in the Suburban Residential District. Neighborhood Residential allows up to 9 units per acre (compared to 6 in Suburban Residential), and it allows for the construction of detached, and attached units (including duplex, triplex, quadplex units and townhomes). This zoning is consistent with the surrounding area. 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.

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

Underlying Rezoning Request
& Removal from Blackberry Hills PUD

May 20, 2025

PPIN 27674 Parcel ID 135C-16-032.01 10 Acres Adjacent to Rowandale Condominium



Snider Development, LLC- Developer
ROHI, LLC- Owner

Response to Rezoning Amendment Questions

1. Please describe what has changed or the changing conditions that make the passage of this zoning amendment necessary?

The neighborhood surrounding the subject property has experienced significant changes due to various developments and infrastructure improvements. The proposed dissolution of the Blackberry Hills PUD is a critical change that allows the property to be aligned with its intended future land use under the Traditional Neighborhood Development (TND) plan. Additionally, nearby NEW neighborhood developments, such as Colonnade, the Lamar Sullivan's Marketplace, a 25,000-square-foot grocery store within 1 mile, and the pending Chickasaw Creek Condominium Development at 3115 Chickasaw Road, approximately 0.1 miles away, reflect the increasing demand for residential and commercial development.

The Blackberry Hills "PUD" was never properly created, as has been documented multiple times to staff and attorneys, under MS Law. It has been problematic and ambiguous and there have been multiple attempts to understand it by staff, owners and developers since inception. Even the prior owners did not know what they had or what could be done. Removing all 220 Rowandale parcels and the 10 Acres from the "PUD" allows the City and new owner to work together without complication or ambiguity on who can do what. Upon successful rezoning and removal or the Rowandale and its adjacent subject property from the existing "PUD" the Callicutt parcel will be the only owner left in Blackberry Hills and unencumbered to work with the City Planning Department and Aldermen to develop a new PUD Document and Plat, without interference from other potential PUD Owners.

These changes justify the need to rezone the property to better align with the area's evolving character and growth in population, density, in fill development and infrastructure improvements

2. What other circumstances justify the proposed change?

In addition to the physical changes in the surrounding area, the proposed rezoning aligns with the Traditional Neighborhood Development (TND) principles outlined in Oxford's Vision 2037 Comprehensive Plan. The plan encourages higher-density, walkable, and connected neighborhoods that blend housing types and are located near commercial services and schools. The proximity of the subject property to infrastructure improvements, such as the roundabout at Molly Bar Road, new OUT Bus stops, the new commercial services at Sullivan's Marketplace, and the nearby Chickasaw Creek attached condominium development, make this rezoning particularly suitable.

The Comprehensive Plan emphasizes connectivity and proximity to commercial amenities, as well as the public need for housing to accommodate Oxford's growing population, particularly from the

University of Mississippi. The rezoning to Neighborhood Residential (NR) helps fulfill these objectives by enabling higher-density residential development that supports Oxford's sustainable and compact growth goals.

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

The subject 10 acres SR parcel sticks out like a sore thumb. Its an island of incompatible development surrounded by higher density for miles. It does not work with the current neighborhood and it not feasible to develop detached homes due the topography and need. The rezoning amendment would better align the property's current zoning designation, surrounding land uses, and intended future land use plans. The property's current Suburban Residential (SR) zoning does not optimize the site's potential within the Traditional Neighborhood Development (TND) place type, which envisions higher-density residential developments. Rezoning the property to Neighborhood Residential (NR) will better align it with the City's comprehensive growth strategy, ensuring consistency with zoning of adjacent properties and accommodating the growing demand for housing.

If the picture on the front doesn't indicate a map error then we don't really know what else a map error could look like. Does it make any sense? The current Suburban Residential (SR) zoning of the 10-acre property which was always a part of Rowandale is misaligned with surrounding land uses and the city's future development plans. Key issues corrected by the proposed Neighborhood Residential (NR) zoning include:

- **Inconsistency with Surrounding Zoning**: The property is surrounded by NR-zoned land on all sides, rendering the SR designation illogical under the 2025 planning context.
- **Misalignment with TND Vision**: The SR zoning does not support the higher-density residential development envisioned in the TND place type, which is outlined in the Comprehensive Plan.
- **Underutilization of Potential**: The SR zoning limits the site's ability to accommodate the growing demand for housing and integrate with the mixed-use character of adjacent developments like Rowandale and Lamar.

The prior owner visited with the original Developer of Highland Square that owned this subject parcel. Per A. Feinhour, President of Student Quarters, "NO, it was never intended to be green space or left undeveloped. Our site plan used the topography of the initial 2 phases to build Highland Square. Evidence still remains of roads and infrastructure showing future development of the same type of unit mix as currently built into the 10 acre site. It was cost prohibitive to develop that part of the site at the time due to the topography. However, it was always going to be a final phase of Highland Square prior to our sale of the property"

Rezoning to NR corrects these errors by aligning the property with the zoning of surrounding areas, optimizing its development potential, and ensuring consistency with Oxford's comprehensive growth strategy.

*** Present Zoning Classification of Property**

The present zoning classification of the property is Suburban Residential (SR).

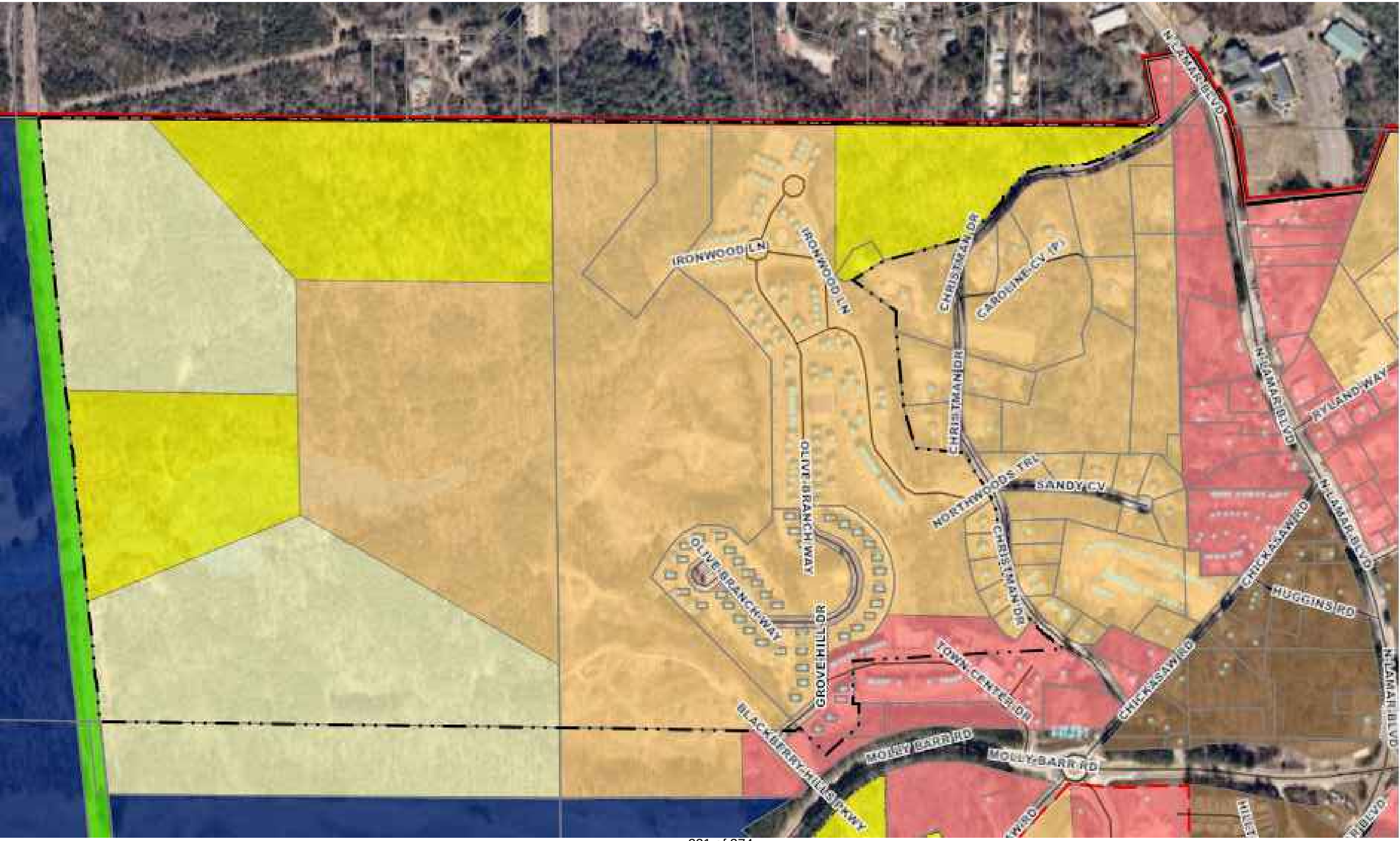
*** Proposed Zoning Classification of Property**

The proposed zoning classification of the property is Neighborhood Residential (NR).

*** Number of Acres**

The subject property is 10 acres in size. The Rowandale sight is 47.92 acres. Rowandale will revert to its underlying zoning (NR) and joins in this request as it is fully developed with no future growth or expansion other than the subject 10 acres adjoining it. The Rowandale site currently has the same underlying zoning that the 10 acre applicant is requesting.

Both the subject and the Rowandale parcels being removed from the Blackberry Hills “PUD” is contingent upon the 10 acre site being rezoned to SR. Once that is done, the Callicutt parcel will be the only owner left in Blackberry Hills and unencumbered to work with the City Planning Department and Aldermen to develop a new PUD Document and Plat, without interference from other potential PUD Owners.


IRONWOOD LN
IRONWOOD LN
CHRISTMAN DR
CAROLINE CV
CHRISTMAN DR
NORTHWOODS TRL
SANDY CV
CHRISTMAN DR
OLIVE BRANCH WAY
OLIVE BRANCH WAY
GROVEHILL DR
TOWN CENTER DR
CHICKASAW RD
HUGGINS RD
N LAMAR BLVD
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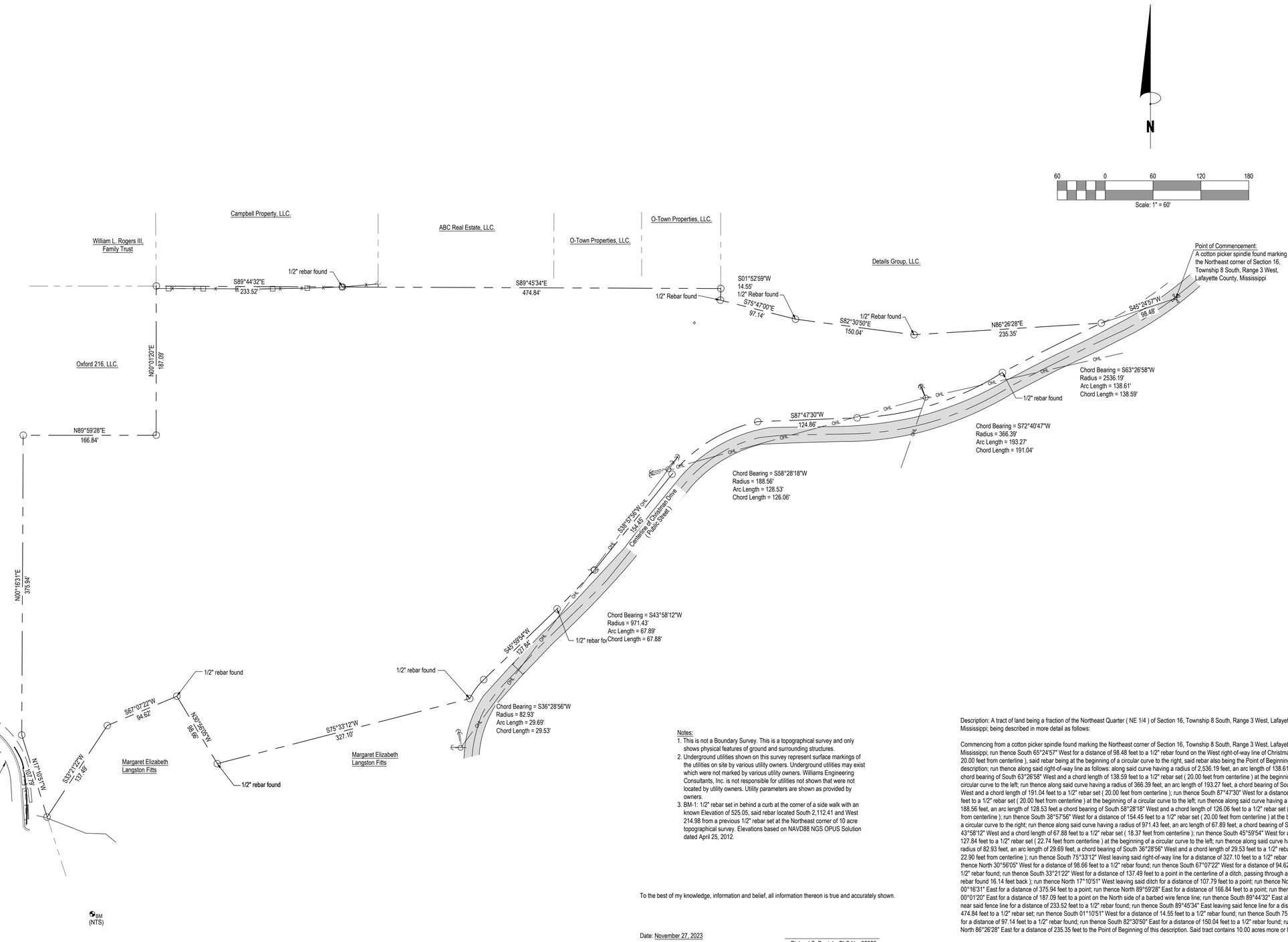
RYLAND WAY
BLACKBERRY HILL PKWY
MOLLY BARR RD
MOLLY BARR RD



Notes:

1. This is not a Boundary Survey. This is a topographical survey and only shows physical features of ground and surrounding structures.
2. Underground utilities shown on this survey represent surface markings of the utilities on site by various utility owners. Underground utilities may exist which were not marked by various utility owners. Williams Engineering Consultants, Inc. is not responsible for utilities not shown that were not located by utility owners. Utility parameters are shown as provided by owners.
3. BM-1: 1/2" rebar set in behind a curb at the corner of a side walk with an known Elevation of 525.05, said rebar located South 2,112.41 and West 214.98 from a previous 1/2" rebar set at the Northeast corner of 10 acre topographical survey. Elevations based on NAVD88 NGS OPUS Solution dated April 25, 2012.

To the best of my knowledge, information and belief, all information thereon is true and accurately shown.

Date: November 27, 2023

Richard S. Daniels, PLS No. 02922

Description: A tract of land being a fraction of the Northeast Quarter (NE 1/4) of Section 16, Township 8 South, Range 3 West, Lafayette County, Mississippi; being described in more detail as follows:

Commencing from a cotton picker spindle found marking the Northeast corner of Section 16, Township 8 South, Range 3 West, Lafayette County, Mississippi; run thence South 65°24'57" West for a distance of 98.48 feet to a 1/2" rebar found on the West right-of-way line of Christman Drive (20.00 feet from centerline), said rebar being at the beginning of a circular curve to the right, said rebar also being the Point of Beginning of this description; run thence along said right-of-way line as follows: along said curve having a radius of 2,536.19 feet, an arc length of 138.61 feet, a chord bearing of South 63°26'58" West and a chord length of 138.59 feet to a 1/2" rebar set (20.00 feet from centerline) at the beginning of a circular curve to the left; run thence along said curve having a radius of 366.39 feet, an arc length of 193.27 feet, a chord bearing of South 72°40'47" West and a chord length of 191.04 feet to a 1/2" rebar set (20.00 feet from centerline); run thence South 87°47'30" West for a distance of 124.86 feet to a 1/2" rebar set (20.00 feet from centerline) at the beginning of a circular curve to the left; run thence along said curve having a radius of 188.56 feet, an arc length of 128.53 feet a chord bearing of South 58°28'18" West and a chord length of 126.06 feet to a 1/2" rebar set (20.00 feet from centerline); run thence South 38°57'56" West for a distance of 154.45 feet to a 1/2" rebar set (20.00 feet from centerline) at the beginning of a circular curve to the right; run thence along said curve having a radius of 971.43 feet, an arc length of 67.89 feet, a chord bearing of South 43°58'12" West and a chord length of 67.88 feet to a 1/2" rebar set (18.37 feet from centerline); run thence South 45°59'54" West for a distance of 127.84 feet to a 1/2" rebar set (22.74 feet from centerline) at the beginning of a circular curve to the left; run thence along said curve having a radius of 82.93 feet, an arc length of 29.69 feet, a chord bearing of South 36°28'56" West and a chord length of 29.53 feet to a 1/2" rebar found (22.90 feet from centerline); run thence South 75°33'12" West leaving said right-of-way line for a distance of 327.10 feet to a 1/2" rebar found; run thence North 30°56'05" West for a distance of 98.66 feet to a 1/2" rebar found; run thence South 67°07'22" West for a distance of 94.62 feet to a 1/2" rebar found; run thence South 33°21'22" West for a distance of 137.49 feet to a point in the centerline of a ditch, passing through a reference rebar found 16.14 feet back); run thence North 17°10'51" West leaving said ditch for a distance of 107.79 feet to a point; run thence North 00°16'31" East for a distance of 375.94 feet to a point; run thence North 89°59'28" East for a distance of 166.84 feet to a point; run thence North 00°01'20" East for a distance of 187.09 feet to a point on the North side of a barbed wire fence line; run thence South 89°44'32" East along and near said fence line for a distance of 233.52 feet to a 1/2" rebar found; run thence South 89°45'34" East leaving said fence line for a distance of 474.84 feet to a 1/2" rebar set; run thence South 01°10'51" West for a distance of 14.55 feet to a 1/2" rebar found; run thence South 75°47'00" East for a distance of 97.14 feet to a 1/2" rebar found; run thence South 82°30'50" East for a distance of 150.04 feet to a 1/2" rebar found; run thence North 86°26'28" East for a distance of 235.35 feet to the Point of Beginning of this description. Said tract contains 10.00 acres more or less.

WILLIAMS ENGINEERING CONSULTANTS, INC.
Professional Engineers | Professional Land Surveyors
720 NORTH LAMAR BOULEVARD, SUITE A
P.O. BOX 1197 OXFORD, MISSISSIPPI 38655
662.236.9675

Topographical Survey For:
Oxford 216, LLC.
A Michigan Limited Liability Company
A tract of land located on Christman Drive,
City of Oxford, Lafayette County, Mississippi

REVISION	DATE

Scale:	1"=60'
Date:	11/27/2023
File:	SV-132470 (Highland Square-Carter USA) ALTA REVISED2022\10 Ac End\10 Acre Topo.DWG
Proj.No.:	SV-132470
Drawn By:	JBM
Checked By:	RSD

Sheet Title:

Boundary Survey

Sheet No.:

1 of 1

10 Acre Rezone Request From SR to NR – PPIN 27674

Description: A tract of land being a fraction of the Northeast Quarter (NE 1/4) of Section 16, Township 8 South, Range 3 West, Lafayette County, Mississippi; being described in more detail as follows:

Commencing from a cotton picker spindle found marking the Northeast corner of Section 16, Township 8 South, Range 3 West, Lafayette County, Mississippi; run thence South 65°24'57" West for a distance of 98.48 feet to a 1/2" rebar found on the West right-of-way line of Christman Drive (20.00 feet from centerline), said rebar being at the beginning of a circular curve to the right, said rebar also being the Point of Beginning of this description; run thence along said right-of-way line as follows: along said curve having a radius of 2,536.19 feet, an arc length of 138.61 feet, a chord bearing of South 63°26'58" West and a chord length of 138.59 feet to a 1/2" rebar set (20.00 feet from centerline) at the beginning of a circular curve to the left; run thence along said curve having a radius of 366.39 feet, an arc length of 193.27 feet, a chord bearing of South 72°40'47" West and a chord length of 191.04 feet to a 1/2" rebar set (20.00 feet from centerline); run thence South 87°47'30" West for a distance of 124.86 feet to a 1/2" rebar set (20.00 feet from centerline) at the beginning of a circular curve to the left; run thence along said curve having a radius of 188.56 feet, an arc length of 128.53 feet a chord bearing of South 58°28'18" West and a chord length of 126.06 feet to a 1/2" rebar set (20.00 feet from centerline); run thence South 38°57'56" West for a distance of 154.45 feet to a 1/2" rebar set (20.00 feet from centerline) at the beginning of a circular curve to the right; run thence along said curve having a radius of 971.43 feet, an arc length of 67.89 feet, a chord bearing of South 43°58'12" West and a chord length of 67.88 feet to a 1/2" rebar set (18.37 feet from centerline); run thence South 45°59'54" West for a distance of 127.84 feet to a 1/2" rebar set (22.74 feet from centerline) at the beginning of a circular curve to the left; run thence along said curve having a radius of 82.93 feet, an arc length of 29.69 feet, a chord bearing of South 36°28'56" West and a chord length of 29.53 feet to a 1/2" rebar found (22.90 feet from centerline); run thence South 75°33'12" West leaving said right-of-way line for a distance of 327.10 feet to a 1/2" rebar found; run thence North 30°56'05" West for a distance of 98.66 feet to a 1/2" rebar found; run thence South 67°07'22" West for a distance of 94.62 feet to a 1/2" rebar found; run thence South 33°21'22" West for a distance of 137.49 feet to a point in the centerline of a ditch, passing through a reference rebar found 16.14 feet back); run thence North 17°10'51" West leaving said ditch for a distance of 107.79 feet to a point; run thence North 00°16'31" East for a distance of 375.94 feet to a point; run thence North 89°59'28" East for a distance of 166.84 feet to a point; run thence North 00°01'20" East for a distance of 187.09 feet to a point on the North side of a barbed wire fence line; run thence South 89°44'32" East along and near said fence line for a distance of 233.52 feet to a 1/2" rebar found; run thence South 89°45'34" East leaving said fence line for a distance of 474.84 feet to a 1/2" rebar set; run thence South 01°10'51" West for a distance of 14.55 feet to a 1/2" rebar found; run thence South 75°47'00" East for a distance of 97.14 feet to a 1/2" rebar found; run thence South 82°30'50" East for a distance of 150.04 feet to a 1/2" rebar found; run thence North 86°26'28" East for a distance of 235.35 feet to the Point of Beginning of this description. Said tract contains 10.00 acres more or less.

Mayor and Board of Alderman.....
% Oxford Planning Commission
Courthouse Square
Oxford, MS 38655

June 30, 2025

Dear Mayor and Board:

My name is Beth Fitts. I have lived in the Christman Drive neighborhood of Oxford for 40 years. My late husband, DeDe Fitts, and our two children have been a part of this neighborhood as well, and we have owned rental property in the vicinity. I live on 3 acres next to the proposed development. I love this neighborhood and the good and dependable people who have lived here for years and have contributed much to the Oxford Community.

After a neighborhood meeting at my house, I am writing on behalf of my neighbors as well as voicing my own heart in support of the proposal to remove the 10 acres beside my house and the Rowandale Condominium Community behind my house from the Blackberry PUD and to support the requests to rezone the property to Neighborhood Residential.

In recent months I believe this area of town has changed significantly with developments in the near vicinity as evidenced by The Lamar, Chickasaw Creek, and the Colonnade. Of course, we know of many other such developments around Oxford. I believe with the careful attention of the Mayor, the Alderman, the Planning Commission, and the City staff (several of whom I have spoken to during this process), that the neighborhood will survive and thrive.

I have had numerous conversations with George Haymens and with Peyton Adams, and I trust they and the Developer they represent will take care of the needs of our neighborhood.

The Developers have promised to do the following items listed below. If you will make those parts of your recommendations and accept these requests, then they have my support and the support of the neighborhood in proceeding to rezone to Neighborhood Residential. The items promised follow:

Construct sidewalks along Christman Drive throughout their property line to North Lamar. We also request they have gutters and curbs as the city normally recommends. (We ask you to consider adding curbs and gutters on the other side of the road if there is room and put lines down the center - needed because of the increase in traffic. These would be more like the Rowendale plan on Christman Drive.

1) Widen Christman Drive by at least 5 feet in areas shown on the development drawing. This road has some dangerous spots because of the narrow width and drop-offs.

2) Locate the main entrance to the development as close to North Lamar as the site plan will allow. Redesign the entrance onto Lamar for more visibility and less height. Add a turn lane there as well.
3) Relocate the common amenities to the existing Rowandale Parcel. We note the dog park at the BACK of the 10 acres on the drawing as acceptable if necessary.
4) Plot a minimum of 60 feet of buffer of UNDISTURBED trees between my north line and theirs.
5) Develop a stormwater retention plan for run off that is not part of the buffer mentioned above - no "pools" for water near the buffer zone.
6) Arrange condo units toward the side and back as shown in the plans we received and single-family unit houses more toward the neighborhood and my property.
7) Save as many trees as possible with no clear-cutting of the 10 acres.
8) Put sidewalks along Christman Drive throughout their property to North Lamar. The neighborhood requests curbs and gutters with the sidewalks - and a center line to help with increased traffic safety. This would look more like the Rowendale plan on the far end of Christman. (One neighbor requests consideration of sidewalks on both sides if space permits.) NOTE: At some point, we would like to talk about adding sidewalks for the current middle part, realizing we might need to give up some right-of way to make that happen.)

Most importantly, we were told this development would be structured for high-end quality ($400,000-$530,000) individual sales - not public rental and not student housing by lease/rent. This is a HUGE part of our agreement to this proposal. We ask that you make it a top priority.

Thank you for your service to our city and for the excellent work you have done in the past. Our Christman Drive neighborhood trusts you with this endeavor.

Sincerely,

Beth L. Fitts

Trent Lott

64 County. Road

Oxford, MS 38655

June 16, 2025

Mayor Tannehill:

I am working with a group of alumni and interested parties that have been attempting to rezone a property that will be beneficial to Oxford Student Housing issues and create a boutique solution that has been requested and encouraged by the University.

I would like to encourage your support for the mild rezoning of the 10 acres next to Rowandale from Suburban Residential (SR) to Neighborhood Residential (NR). The purpose of this request is to fairly zone the property consistent with all of it adjoining properties and to accommodate the growth of the neighborhood on the North side of Oxford.

This rezoning request will allow row style houses vs detached only houses in the current zoning. There is a modest increase in density but will allow for large, wooded buffers between any single family residential.

Please consider that Mayor and Boards approval of this project will allow our team to move forward in establishing an immediate need to university staff, assistant professors, and others that have been impacted by the lack of supply and increased housing costs.

Should you need any additional information from me please feel free to contact me or my assistant Jennifer Roberts who is cc’d on this email.

Sincerely,

Trent Lott

Frank A. Wood, III

Christman Drive

Oxford, MS 38655

Re: Case Nos. 3244 and 3245
10 Acres adjoining Rowandale

Dear Mayor Tannehill and Mr. Rigby:

I am Frank Wood, III and a resident of 428 Christman Drive. I am writing in support of the upcoming matters before your respective Boards and Commissions. The applications request to remove the 10 Acre (Final Phase of Rowandale Condominium) from the Blackberry Hills PUD and to rezone the underlying property from SR to NR.

As an attorney, familiar with title and real estate law, I have looked over these issues, reviewed the applications, discussed the intended uses with the developer's team, met with my neighbors, aldermen and other stake holders. After much discussion, my family urges your support of the rezoning and PUD removal applications.

We believe the neighborhood has significantly changed for the better since the conversion from Highland Square to Rowandale Condominiums. Crime has decreased, property values have increased, infrastructure has improved and other intangibles.

All you have to do is drive around the North Lamar- Chickasaw-Christman circle to see the new construction and growth. Furthermore, the additions Chickasaw Creek, the Colonnade, the Lamar and the strengthened infrastructure along Molly Barr and Highway 30 emphasize that this area is poised for continued growth. Although our family is one of the last few homesteaded families on Christman, we know that it is time for change and that our neighborhood has changed and will continue to change. Accordingly, we believe this development will have positive impacts that will improve infrastructure, add sidewalks, increase availability of utilities and other benefits. We are aware of increased traffic, but it is a tradeoff we are willing to make.

I greatly appreciate the Developer's professional team calling, coming to meet with me and my neighbors, and reaching out to make sure we understood the application and to see if we had any questions. We believe this has been a collaborative effort and join in Mrs. Fitt's recommendation.

May 22, 2012

Christopher Kritzman
Chance Properties
5256 Peachtree Rd.
Atlanta, GA 30341

RE: *Notice of Approval*
Request: Special Exception
Case: #1634 - 100 Grove Hill Dr.

Dear Sir:

Please be advised that the Board of Adjustment in regular session on April 9, 2012 has approved your request for Special Exception to amend Blackberry Hills Planned Unit Development, Oxford, Mississippi.

Approval of your request for Case #1634 was approved with the following conditions:

1. That all improvements to Cristman Drive be completed as directed by the Director of Public Works, and;
2. Permits for the project be issued within 18 months from the date of final approval or the Special Exception is voided, and;
3. Commercial uses depicted on the presented conceptual site plan be limited to the uses permitted in the (NB) Neighborhood Business District, and;
4. Turn lanes be constructed at all points of access to the project from Molly Barr Road.

Sincerely,

Tim Akers,
City Planner

Case 1634

Applicant: Christopher Kritzman
Chance Properties
5256 Peachtree Road
Atlanta, GA
404-861-8063

208 UNITS
~~582 residents~~
~~738 beds~~ 737 BEDS

Developer: Same

Request: Special Exception request to amend Blackberry Hills Planned Unit Development (PUD)

Location: 100 Grove Hill Drive (north of Molly Barr Road west of Cristman Drive)

GROVE HILL

Zoning History: The Blackberry Hills PUD was approved by Planning Commission on October 10, 2005 and by the Board of Aldermen on February 7, 2006

Planner's Comments: The original Blackberry Hills PUD was a 262 acreage project predominately residential in use with 28 acres of mixed use. The property owners were BMT Properties and Alumni Properties. Since approval of the original PUD, approximately 39 residential structures have been completed on property owned by Alumni Properties. The applicant, Chance Properties, has an option on the Alumni Properties portion of Blackberry Hills and is requesting not only to amend the Alumni portion of the PUD but to add an additional 20 acres on the north side of the original PUD.

Commercial uses in a planned unit development shall not constitute over 25 % of the land area and land area occupied by residents, business, public and other buildings and accessory structures shall not exceed 45 % of the total land area of such development. Further, planned unit developments shall provide at least 20 % of the parcel proposed for passive or active recreational purposes. Except for commercial, the development densities for the amended portion of the PUD are less than approved in the original PUD. The commercial uses in the original PUD constituted 10.7% of the total land area and the commercial uses in the amended PUD (not including the additional 20 acres to the north) will constitute 11 % of the total land area.

Findings and Conditions: If the Planning Commission finds granting the Special Exception would not adversely affect the public interest staff would recommend approval with the following conditions:

1. all improvements to Cristman Drive shall be completed as directed by the Director of Public Works and;

2. permits for the project shall be issued within 18 months from the date of final approval or the Special Exception is voided and;

3. commercial uses depicted on the presented conceptual site plan shall be limited to the uses permitted in the (NB) Neighborhood Business District and;

4. turn lanes shall be constructed at all points of access to the project from Molly Barr Road and;

5. the $10,000 voluntary contribution to the city shall be used for improvements to the pedestrian pathway and/or transit capital expenses associate with provision of service to the development.

APPLICATION FOR SPECIAL EXCEPTION
City of Oxford
107 Courthouse Square, Oxford, MS 38655

Applicant's Name Chance Partners

Mailing Address 5256 Peachtree Rd, Suite 135, Atlanta, GA. 30341

Address of Property in Question 100 Grove Hill Drive

Telephone Number (s) Day 404-861-8063 Night 404-861-8063

Interest in Property ( ) Owner ( ) Leaseholder (X) Option to Purchase

(X) Other Under Contract

Application for Special Exception is being made under Section 150 of the Zoning Ordinance

Property is zoned Planned Unit Development (PUD)

Describe in detail the proposed Special Exception being sought We are requesting the PUD be amended as detailed on the site plan to allow for mixed use zoning.

Explain how the proposed Special Exception would be in harmony with the character of the neighborhood and not detrimental to other property or persons in the neighborhood

The existing community stalled with only 39 of 151 lots being developed; the land had been clear cut. The new development will complete construction & install landscaping that will compliment the existing & surrounding neighborhood(s). It will also help minimize site erosion & run-off, provide 75% greenspace & add value to the surrounding neighborhoods.

Attach a map or sketch of what you propose including applicable measurements along with a $100.00 filing fee payable to the City of Oxford.

Signature of Applicant [signature] Date 3-22-12

FOR CITY USE ONLY

Date Filed _____ Filing Fee Paid $_____

Date of Public Hearing _____

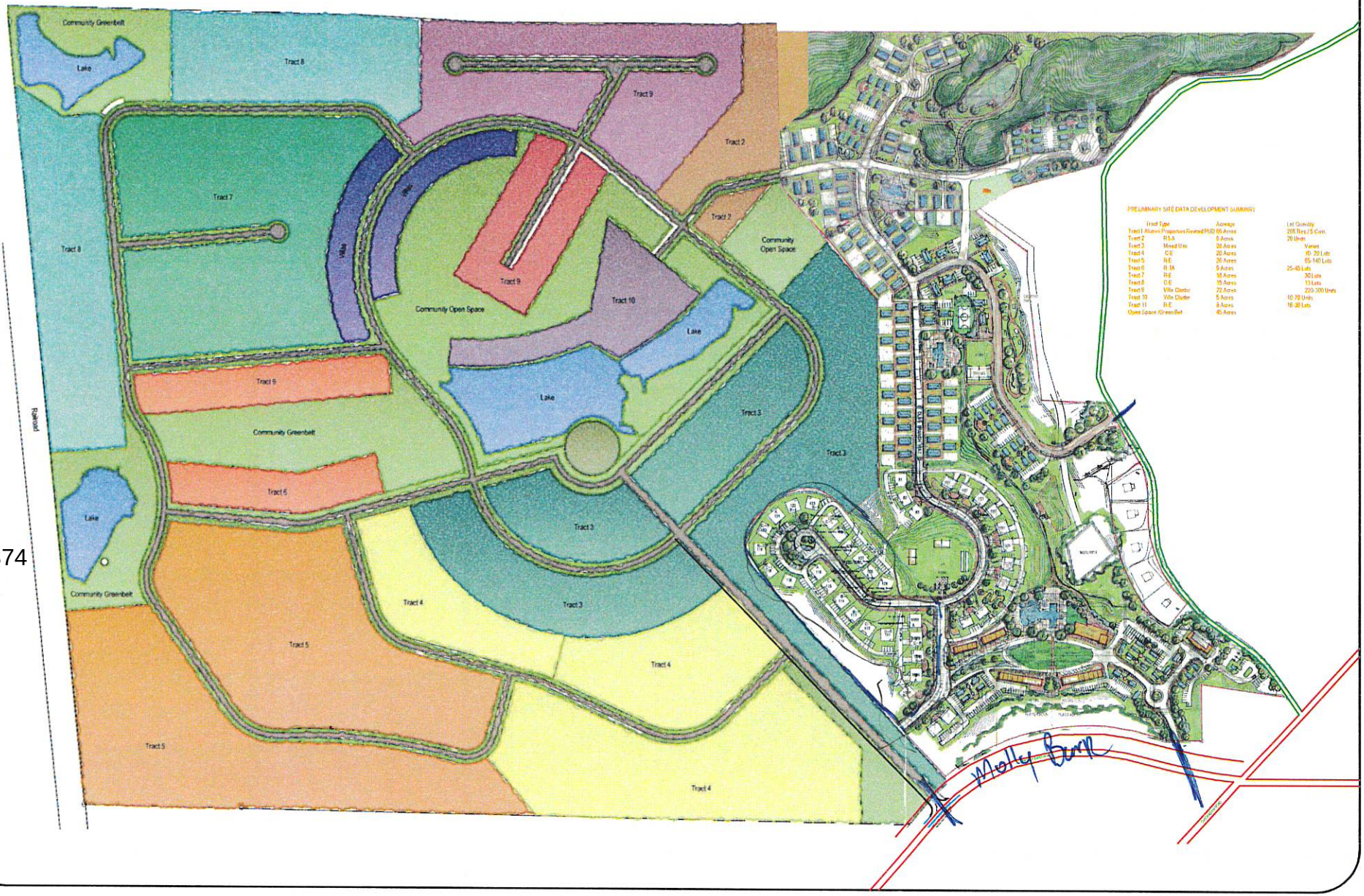
Decision of Board of Adjustment _____

_____

_____

Effective Date _____

_____ _____
Zoning Administrator Date



WILLIAMS ENGINEERING CONSULTANTS, INC.
Professional Engineers | Professional Land Surveyors
725 NORTH LAMAR BOULEVARD, SUITE A
P.O. BOX 1197 OXFORD, MISSISSIPPI 38655
662.236.0575

Black Berry Hills
A Planned Unit Development
Molly Barr Road
Oxford, Mississippi

REVISION	DATE

Scale: NTS
Date: April 9, 2012
File:
Proj.No.: SD-112119
Drawn By:
Checked By:
Sheet Title:

Sheet No.:
1

EXHIBIT-A

Proposed Mix

Residential Unit Type	# Units	# Beds	Sq. Ft.	Total Sq. Ft.
Flats	4	2	1,292	5,168
Cottages	26	2	1,320	34,320
	50	3	1,428	71,400
	49	4	1,670	81,830
	20	5	1,870	37,400
Townhomes	8	3	1,472	11,776
	2	3	1,557	3,114
	8	3	1,520	12,160
	2	3	1,588	3,176
Existing	39	4	2,100	81,900
Residential Total	***208***			***342,244***

Commercial Unit Type	# Units	Total Sq. Ft.
Commercial Space	5	54,300
Commercial Total	***5***	***54,300***

Roads & Parking	Total Sq. Ft.
Roads & Parking Total	***396,200***

Amenity Total	Total Sq. Ft.
Amenity Total	***11,500***

Greenspace Total	Total Sq. Ft.
Greenspace	***2,082,216***

City Limits
Planned Unit Development
SUBJECT PROPERTY
City Limits
University of Mississippi
& City of Oxford (Zoned Public Open)
MOLLY BARR RD
MS HWY 30
CHICKASAW RD
MCELROY DR
LAUREL GROVE
N LAMAR BLVD
OLD HWY 7
SANDY CV
PECAN CV
SAGE CV
EAGLE SPRING RD
CHOCTAW DR
CHEROKEE DR
ST GEORGES LN
PARK DR
WEBB ST

The Highlands at Oxford

A Planned Unit Development
Chance Partners, LLC
Section 16, Township 8 South, Range 3 West
City of Oxford, Lafayette County, Mississippi

The Highlands at Oxford ("Highlands" or "The Highlands") is a portion of an existing planned unit development (PUD)(Blackberry Hills) that proposes a diverse mix of 2-, 3-, 4-, and 5-bedroom residential and commercial uses (further defined in Exhibit-A). The proposed concept will not only complement, but will vastly improve upon the existing buildings and community currently known as "Grove Hill".

The Highlands plan is to create a New Urbanist community that offers its audience a unique, highly-amenitized residential and retail lifestyle. The community will center on a town square offering a mid-density blend of retail, townhomes, flats-above-retail, a community clubhouse, amenity areas including a pool and ample, lush landscaping. The town square façade will offer buildings of varying height that will offer visual delight and form cohesive building lines traditionally associated with the downtown Oxford Square area.

The town square elevations will consist of a mix of brick, stucco and wood siding to reflect the character of the historic Oxford area. There are proposed cantilevered porches with standing seam roofs that are components of early turn of the century small town residential brownstone buildings. There will be on-site parking for each resident, with parking generally set behind the building(s) to help create and promote a more pedestrian-friendly environment.

Town square retailers will be limited to the types of businesses that would locate in the Neighborhood Business & Professional Office Districts, and likely include an urban market and a coffee shop. Additional retail space in the town square will be occupied by amenities typically reserved for community clubhouses, including the fitness center, business center and movie theatre. The purpose of moving these amenities out of the clubhouse and into the town square is to help create a more lively street presence.

Moving away from the town square, density transitions from mid-to-low as townhomes become less prevalent and give way to more single-family-home, cottage-style structures. The cottages will be evenly spread throughout the community outside of the town square, and will generally be clustered together in groups of 2-4 to help create pocket neighborhoods within the community. Similar to the town square residences, parking will typically be set behind the cottages. The cottages will be constructed with a mix of wood siding and brick and will generally offer sweeping front, side and/or rear porch areas.

Interspersed amongst the cottages will be more an amazing mix of residential amenities that include; two pools, two dog parks, a basketball and tennis court, walking/jogging/fitness/bike trails and vast greenspace. The amenities are an integral part of the overall development far exceeding the 20% required by code. The 72.5% amenity / greenspace offers the Highlands' residents a setting different from all other developments in the area.

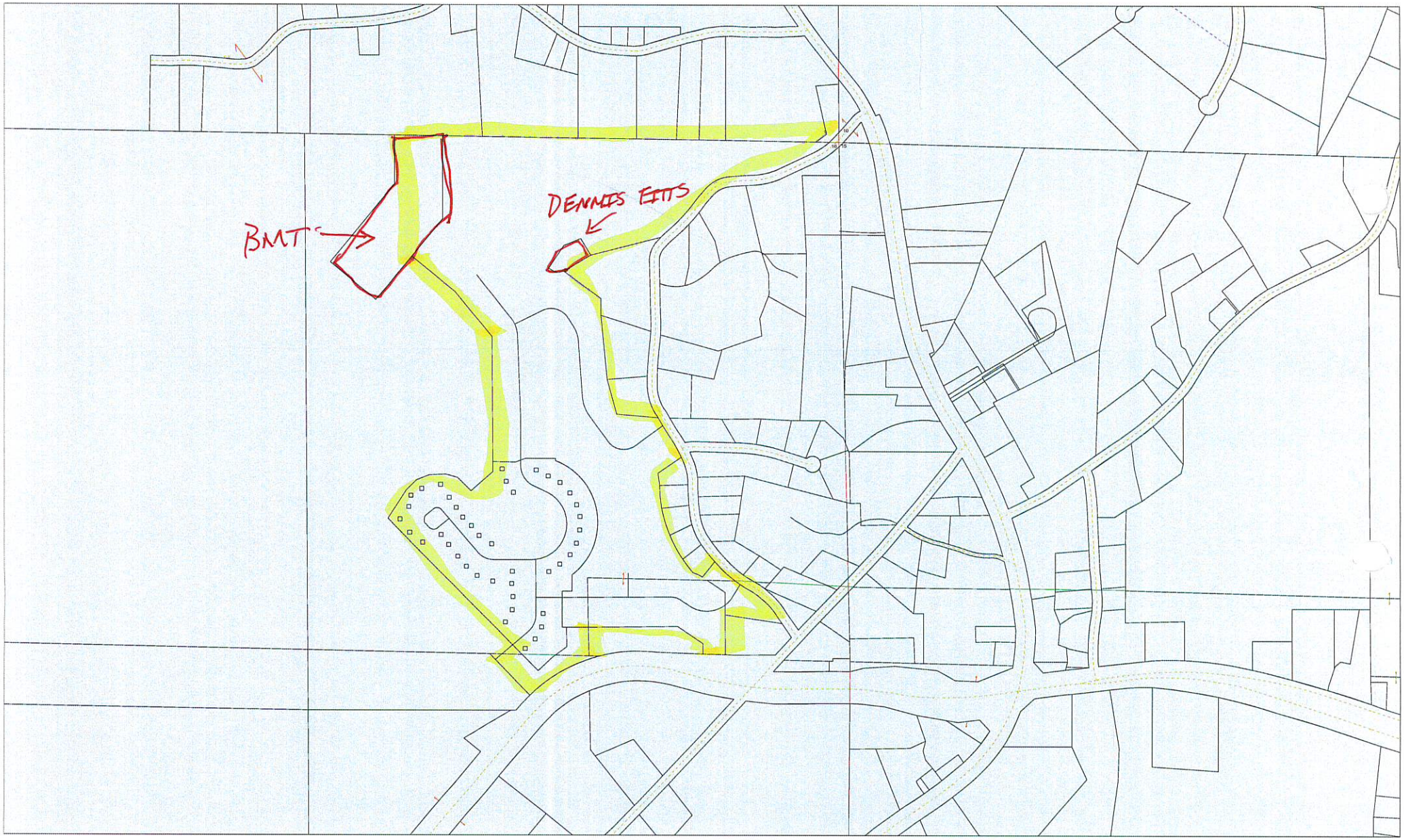
The Developer is dedicated to promoting safety for The Highlands residents, visitors, neighbors and passersby. The developer is actively working on a traffic impact study and hopes to have the results to share very soon; however, regardless of the results of that study, the Developer proposes installing a northbound left-turn lane into the Highlands community, at their cost, from Molly Barr Road. It's the Developer's hope that this turn lane will improve safety when entering and leaving the community.

Additionally, in an effort to reduce traffic counts, encourage alternate means of transportation and promote a healthier lifestyle, the Developer proposes contributing $10,000 toward the installation of safety lights and call boxes on the bike and walking trail that leads from Molly Barr Road to the Depot.

OXFORD MISSISSIPPI – NORTHERN PARCEL
20 ACRES
OXFORD MISSISSIPPI – SOUTHERN PARCEL
45.9 ACRES
OXFORD MISSISSIPPI – PARCEL TOTAL
60 ACRES
RVA
REESE VANDERBILT
Keith A Vanderbilt - Architect
100 50 0 100 200
The Highlands of Oxford
Oxford, Mississippi
Revised - April 2, 2012
HIGHLANDS COTTAGE
OXFORD MISSISSIPPI

OXFORD MISSISSIPPI – NORTHERN PARCEL
20 ACRES
OXFORD MISSISSIPPI – SOUTHERN PARCEL
45.9 ACRES
OXFORD MISSISSIPPI – PARCEL TOTAL
60 ACRES
The Highlands of Oxford
Oxford, Mississippi
Revised - April 2, 2012
HIGHLANDS COTTAGE
OXFORD MISSISSIPPI

Lafayette County, Mississippi



Monday, March 26, 2012 9:56 AM

Black Berry Hills

A Planned Unit Development

Molly Barr Road

Oxford, Mississippi

REVISION	DATE

Scale: NTS

Date: April 9, 2012

File:

Proj.No.: SD-112119

Drawn By:

Checked By:

Sheet Title:

Sheet No.: 1

WILLIAMS ENGINEERING CONSULTANTS, INC.

Professional Engineers | Professional Land Surveyors

720 NORTH LAMAR BOULEVARD, SUITE A
P.O. BOX 1197 OXFORD, MISSISSIPPI 38655
662.236.9675

This plan only revises the Highlands portion of the Black Berry Hills PUD consisting of tract 1 a portion of tract 2, and tract 11 of the Conceptual Master Development Plan for Black Berry Hills a planned unit development Dated September 18, 2005 as on file in City Hall Oxford, MS

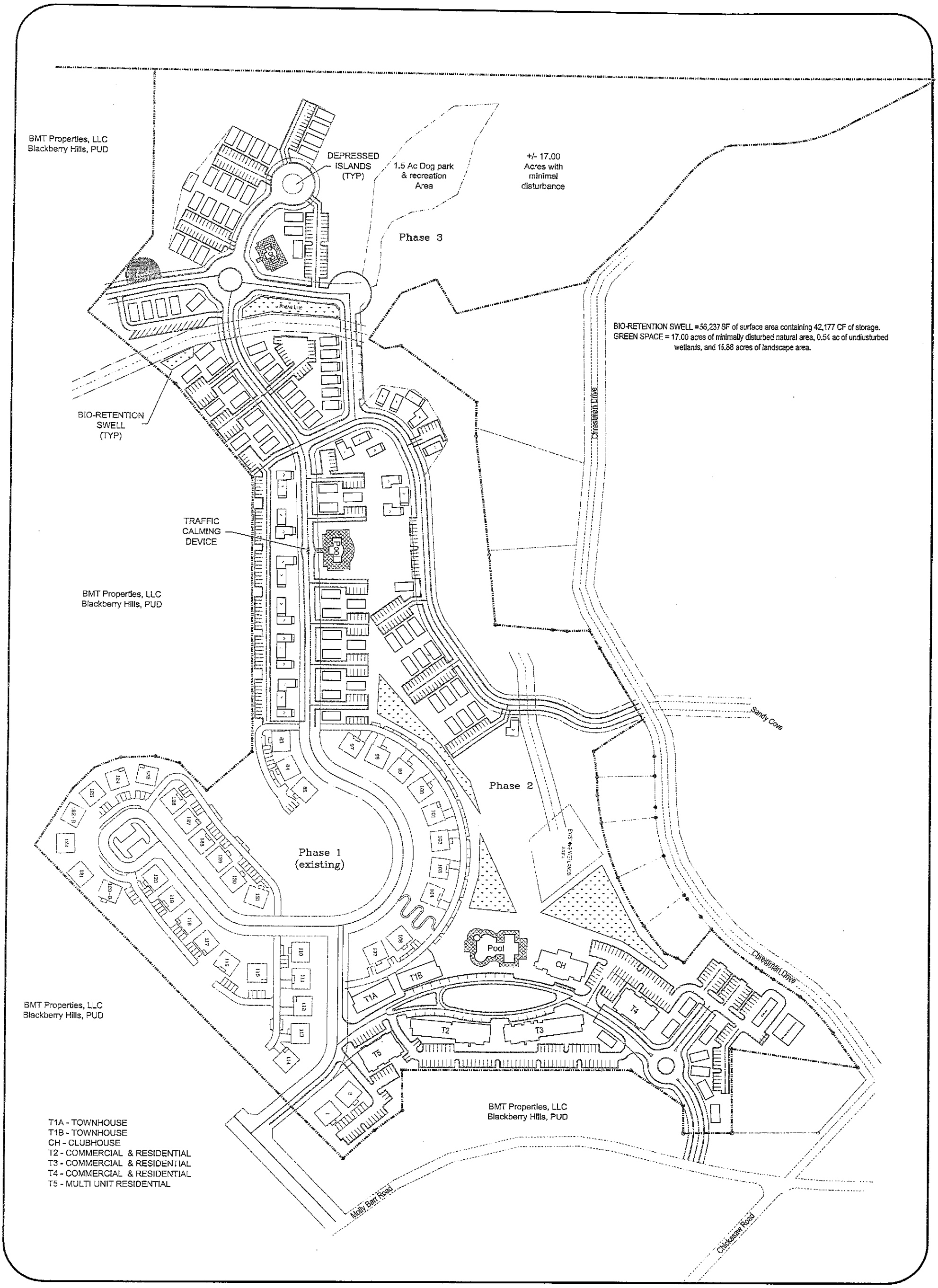
Molly Barr Road

Tract 4
Tract 5
Tract 4
Tract 5
Tract 4
Tract 3
Tract 3
Tract 6
Community Greenbelt
Lake
Tract 3
Lake
Tract 6
Community Greenbelt
Lake
Tract 10
Community Open Space
Tract 9
Vistas
Community Open Space
Tract 2
Tract 8
Tract 7
Vistas
Tract 2
Tract 9
Tract 8
Lake
Community Greenbelt

PRELIMINARY SITE DATA DEVELOPMENT SUMMARY

Tract	Type	Acreage	Lot Quantity
Tract 1	The Highlands	1.97 Acres	268 Lots
	Commercial	1.25 Acres	5 Buildings
	Green Space	50.76 Acres	Active & Passive Recreation
		66.00 Acres Total	
Tract 1, Part of Tract 2, Tract 11			
Tract 2	R-A	4.81 Acres	20 Units
Tract 3	Mixed Use	28 Acres	Varies
Tract 4	R-E	20 Acres	10 -20 Lots
Tract 5	R-E	38 Acres	95-140 Lots
Tract 6	R-1A	9 Acres	25-45 Lots
Tract 7	R-E	18 Acres	30 Lots
Tract 8	C-E	15 Acres	13 Lots
Tract 9	Villa Cluster	22 Acres	220-300 Units
Tract 10	Villa Cluster	5 Acres	10-70 Units
Open Space /Green Belt		45 Acres	

Information shown for phases other than those of the Highlands portion of the Black Berry Hills PUD were taken from the Conceptual Master Development Plan for Black Berry Hills a planned unit development Dated September 18, 2005 as on file in City Hall, Oxford, MS



Sheet No.: 2

Sheet Title: Overall Layout

Checked By: EDJ

Drawn By: EDJ

Proj.No.: SD-12119

Date: April 25, 2012

Scale: 1" = 100'

REVISION	DATE

Preliminary Plan For:

Grove Hill Development of Blackberry Hills, PUD

Molly Barr Road & Chrestman Drive

City of Oxford, Lafayette County, Mississippi

WILLIAMS ENGINEERING CONSULTANTS, INC.
Professional Engineers | Professional Land Surveyors
720 NORTH LAMAR BOULEVARD, SUITE A
P.O. BOX 1197 OXFORD, MISSISSIPPI 38655
662.236.9676

BUILDING T2 ELEVATIONS (CONCEPTUAL)

1/16" = 1'-0"

BUILDING T3 ELEVATIONS (CONCEPTUAL)

1/16" = 1'-0"

REESE·VANDERBILT
& ASSOCIATES
1200 ABERNATHY RD.
17TH FLOOR,
SUITE 1700
ATLANTA GEORGIA
30328
P 404.879.2001
www.reesevanderbilt.com
Copyright 2011

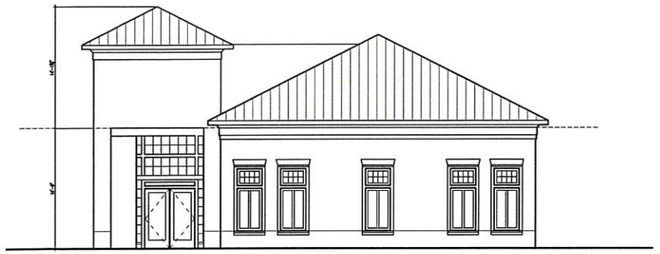
HIGHLANDS COTTAGE

OXFORD MISSISSIPPI

ELEVATIONS

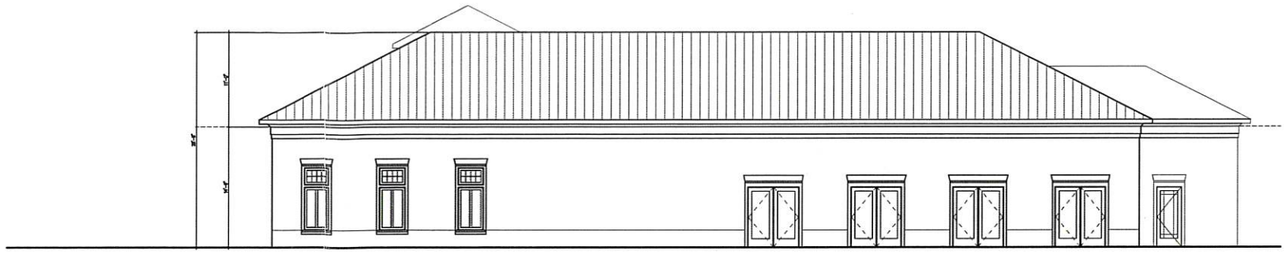
GRAY REESE
Principals-in-Charge
Gray Reese
Project Designer
James Hansell
Project Architect
Keith Vanderbilt
Project Manager
Drawn By
File Plot Date
File Path

Project No.
AS NOTED
Scale
TH2-TH3
Drawing No.



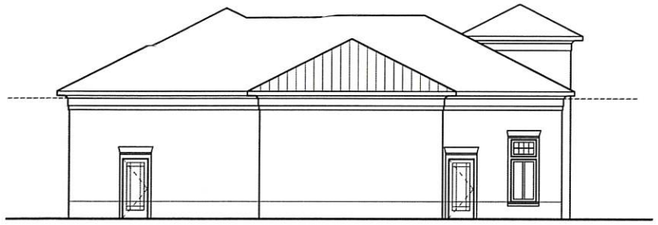
CLUB HOUSE SIDE EVATION

1/8" = 1'-0"



CLUB HOUSE BACK EVATION

1/8" = 1'-0"



CLUB HOUSE SIDE ELEVATION

1/8" = 1'-0"

CLUB HOUSE FRONT ELEVATION

1/8" = 1'-0"

FRONT ELEVATION

4 BED HOUSE

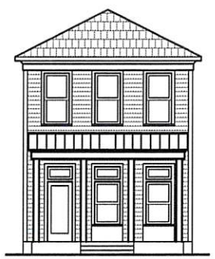
1/8" = 1'-0"

FRONT ELEVATION

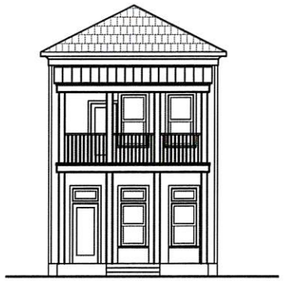
5 BED HOUSE

1/8" = 1'-0"

SIDE ELEVATION



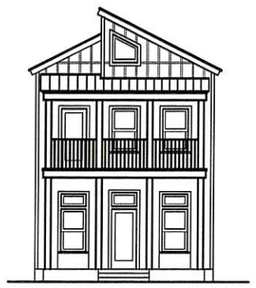
FRONT ELEVATION 'A'



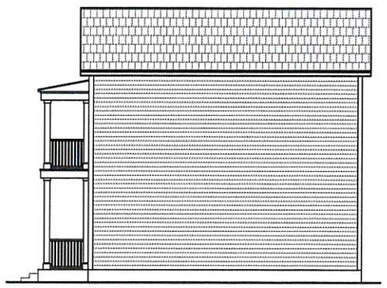
FRONT ELEVATION 'B'

3 BED HOUSE

1/8" = 1'-0"



FRONT ELEVATION

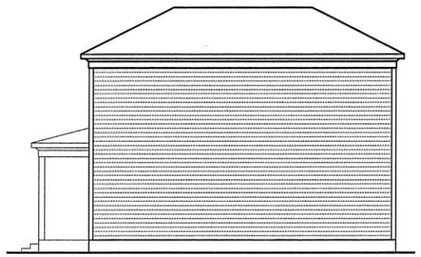


SIDE ELEVATION

2 BED HOUSE ALTERNATE

1/8" = 1'-0"

FRONT ELEVATION



SIDE ELEVATION

2 BED HOUSE

1/8" = 1'-0"

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HIGHLANDS COTTAGE

OXFORD MISSISSIPPI

ELEVATIONS

GRAY REESE
Principal-in-Charge
Gray Reese
Project Designer
James Hampel
Project Architect
Keith Vanderbilt
Project Manager
Drawn By
Title Plot Date
Title Path

Project No.
AS NOTED
Scale
A1
Drawing No.

OXFORD
PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Aldermen

From: Ben Requet, AICP, Planning Director

Date: August 19, 2025

Re: Second Reading and Public Hearing of a Zoning Map Amendment request (Case #3245) by Snider Developent, LLC. (Greg Snider), to remove property from the Blackberry Hills PUD for property located on Christman Road & Northwood Trails. (PPIN #27674)

Request: This is a request for a Zoning Map Amendment to remove all the Rowandale properties and the approximately 10 acres in the northeastern most portion of the property from the Blackberry Hills PUD. The applicant is also seeking another Zoning Map Amendment, the subject of Case #3244, to change the underlying zoning from (SR) Suburban Residential to (NR) Neighborhood Residential for approximately 10 acres in the northeastern most portion of the PUD. At the July 14, 2025, Planning Commission meeting, after determining that there was sufficient change in the character of the neighborhood and that there was a public need, Commissioner Alexander made a motion to recommend approval of the request to the Mayor and Aldermen that was seconded by Commissioner Spragins. The motion carried with a unanimous vote 7-0 vote.

The Blackberry Hills Planned Unit Development (PUD) received its initial approval in October 2005, was annexed into the City of Oxford in 2006, and underwent an amendment in April 2012. Development to date has focused primarily on residential uses, though the plan also designates certain areas for mixed-use purposes. Substantial progress has been made along Molly Barr Road and adjacent northern sections, featuring a combination of attached and detached homes in both cottage and townhouse designs. In contrast, the southwestern sections of the property remain largely undeveloped. The zoning established for this PUD aligns with the approved plat, supporting a blend of residential options and commercial mixed-use spaces.

In 2012, only approximately 39 residential structures were constructed in the Grove Hill Condominium development on property then owned by Alumni Properties, and a new developer, Chance Properties, approached the City to not only amend the Alumni Properties portion of the Blackberry Hills PUD, but to also add an additional 20 acres on the north side of the original PUD. The proposed modification introduced changes to the PUD plan that enabled the Highland Square Development, encompassing all existing development in the area. This includes additional detached homes, duplexes, townhomes, and multi-family residences, some of which incorporate commercial mixed-use spaces. In 2022, the Rowandale Residential Common Interest

Development (RCID) was established. Many of the homes, previously leased by a single entity, were sold individually.

In this request, the applicant is seeking a Zoning Map Amendment to change the underlying zoning from (SR) Suburban Residential to (NR) Neighborhood Residential for approximately 10 acres in the northeastern most portion of the PUD. The applicant is also seeking another Zoning Map Amendment, the subject of Case #3245, to remove all the Rowandale property and the northeastern 10 acres from the Blackberry Hills PUD.

State Requirements for Rezoning:
The criteria to rezone property are cited in a number of Mississippi cases and are as follows:
"Before a zoning board reclassifies property from one zone to another, there must be proof either:
(1) that there was a mistake in the original zoning, or (2) (a) that the character of the neighborhood has changed to such an extent as to justify reclassification, and (b) that there was a public need for rezoning." (Burdine v. City of Greenville, 1999).

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

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

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

The neighborhood surrounding the subject property has experienced significant changes due to various developments and infrastructure improvements. The proposed dissolution of the Blackberry Hills PUD is a critical change that allows the property to be aligned with its intended future land use under the Traditional Neighborhood Development (TND) plan. Additionally, nearby NEW neighborhood developments, such as Colonnade, the Lamar Sullivan's Marketplace, a 25,000-square-foot grocery store within 1 mile, and the pending Chickasaw Creek Condominium Development at 3115 Chickasaw Road, approximately 0.1 miles away, reflect the increasing demand for residential and commercial development.

The Blackberry Hills "PUD" was never properly created, as has been documented multiple times to staff and attorneys, under MS Law. It has been problematic and ambiguous and there have been multiple attempts to understand it by staff, owners and developers since inception. Even

the prior owners did not know what they had or what could be done. Removing all 220 Rowandale parcels and the 10 Acres from the “PUD” allows the City and new owner to work together without complication or ambiguity on who can do what. Upon successful rezoning and removal or the Rowandale and its adjacent subject property from the existing “PUD” the Callicutt parcel will be the only owner left in Blackberry Hills and unencumbered to work with the City Planning Department and Aldermen to develop a new PUD Document and Plat, without interference from other potential PUD Owners.

These changes justify the need to rezone the property to better align with the area's evolving character and growth in population, density, in fill development and infrastructure improvements.

In addition to the physical changes in the surrounding area, the proposed rezoning aligns with the Traditional Neighborhood Development (TND) principles outlined in Oxford’s Vision 2037 Comprehensive Plan. The plan encourages higher-density, walkable, and connected neighborhoods that blend housing types and are located near commercial services and schools. The proximity of the subject property to infrastructure improvements, such as the roundabout at Molly Bar Road, new OUT Bus stops, the new commercial services at Sullivan’s Marketplace, and the nearby Chickasaw Creek attached condominium development, make this rezoning particularly suitable.

The Comprehensive Plan emphasizes connectivity and proximity to commercial amenities, as well as the public need for housing to accommodate Oxford’s growing population, particularly from the University of Mississippi. The rezoning to Neighborhood Residential (NR) helps fulfill these objectives by enabling higher-density residential development that supports Oxford’s sustainable and compact growth goals.

Mistake:
In the application, the applicant provided the following justifications for why they believe it is a mistake.

The subject 10 acres SR parcel sticks out like a sore thumb. It’s an island of incompatible development surrounded by higher density for miles. It does not work with the current neighborhood and it not feasible to develop detached homes due the topography and need. The rezoning amendment would better align the property's current zoning designation, surrounding land uses, and intended future land use plans. The property’s current Suburban Residential (SR) zoning does not optimize the site’s potential within the Traditional Neighborhood Development (TND) place type, which envisions higher-density residential developments. Rezoning the property to Neighborhood Residential (NR) will better align it with the City's comprehensive growth strategy, ensuring consistency with zoning of adjacent properties and accommodating the growing demand for housing.

If the picture on the front doesn’t indicate a map error, then we don’t really know what else a map error could look like. Does it make any sense? The current Suburban Residential (SR) zoning of the 10-acre property which was always a part of Rowandale is misaligned with surrounding land uses and the city’s future development plans. Key issues corrected by the proposed Neighborhood Residential (NR) zoning include:

- Inconsistency with Surrounding Zoning: The property is surrounded by NR-zoned land on all sides, rendering the SR designation illogical under the 2025 planning context.
- Misalignment with TND Vision: The SR zoning does not support the higher density residential development envisioned in the TND place type, which is outlined in the Comprehensive Plan.
- Underutilization of Potential: The SR zoning limits the site's ability to accommodate the growing demand for housing and integrate with the mixed-use character of adjacent developments like Rowandale and Lamar.

The prior owner visited with the original Developer of Highland Square that owned this subject parcel. Per A. Feinhour, President of Student Quarters, "NO, it was never intended to be green space or left undeveloped. Our site plan used the topography of the initial 2 phases to build Highland Square. Evidence still remains of roads and infrastructure showing future development of the same type of unit mix as currently built into the 10-acre site. It was cost prohibitive to develop that part of the site at the time due to the topography. However, it was always going to be a final phase of Highland Square prior to our sale of the property"

Rezoning to NR corrects these errors by aligning the property with the zoning of surrounding areas, optimizing its development potential, and ensuring consistency with Oxford's comprehensive growth strategy.

Additional Staff Comments:
The applicant points out that there have been changes in the character of the neighborhood partly attributed to development nearby or in close proximity to this site, and with infrastructure changes, particularly to Molly Barr Road with the installation of a new roundabout at Chickasaw, in addition to the multiple roundabouts constructed on Highway 30 in front of the Colonnade Crossing development. It is also important to note that the City of Oxford plans to commence construction of a new roundabout, replacing the traffic signal, at the intersection of Molly Barr Road and North Lamar this fall. This area continues to develop with housing and a mixed-use commercial center has been approved near this site.

During the Comprehensive rezoning in 2017, Staff met with one of the owners of the Blackberry Hills PUD about removing the PUD designation due to inactivity of the development and due to the lack of detailed information to facilitate the development of the PUD. While the owner was receptive to the conversation, ultimately it was determined by the owners of the property to keep the PUD in place. Staff evaluated the proposed uses in the PUD plan and assigned land uses it felt most appropriate and consistent with the proposed Land Development Code. Staff disagrees with the applicant's assessment that the SR designation was a mistake, particularly when the area was proposed to contain single-family detached houses or have "minimal disturbance".

Blackberry Hills is one of Oxford's earliest PUDs. Since the initial approval of this PUD in 2005, Oxford's Land Development Code has become more sophisticated, especially with respect to PUDs. Staff believes that the information provided with the Blackberry Hills PUD, as approved and amended, lacks critical information necessary for it to develop. Staff has met with many

developers interested in Blackberry Hills but the lack of information has proven to be a continued barrier with its development. Ultimately, this is a primary reason Staff proposed removing the PUD designation to one of the owners in 2017.

The proposed change will facilitate the development of the property consistent with the underlying zoning of (SR) Suburban Residential, unless a zoning map amendment (Case #3244) is approved by the Mayor and Board of Aldermen. All portions of property west of Rowandale will continue to remain in the Blackberry Hills PUD.

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

Planning Commission Meeting (July 14, 2025)

A link to the recording of the July 14th, 2025, Planning Commission meeting is provided below. As this meeting was held on Tuesday, the draft minutes are still in production.

Case #3245 – Blackberry Hills Removal Rezoning (This item should begin at 43:46)

Planning Commission Recommendation:

At the July 14, 2025, Planning Commission meeting, after determining that there was sufficient change in the character of the neighborhood and that there was a public need, Commissioner Alexander made a motion to recommend approval of the requested rezoning to the Mayor and Aldermen that was seconded by Commissioner Spragins. The motion carried with a unanimous vote 7-0 vote.

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

OXFORD
PLANNING
DEPARTMENT

Case 3245

To: Oxford Planning Commission
From: Benjamin Requet, AICP; Director of Planning
Date: July 14, 2025

Applicant: Snider Development, LLC (Greg Snider)
Owner: Same
Request: Zoning Map Amendment to Zoning Map Amendment to remove property from Blackberry Hills PUD
Location: Northwood Trails & Christman Road (PPIN #27674)
Zoning: PUD- Planned Unit Development; underlying zoning (SR) Suburban Residential

Surrounding Zoning:
North: County A1
South, West & East: (NR) Neighborhood Residential & (TNB) Traditional Neighborhood Business

Case History: Case #1634 – PUD Amendment – April 2012
Case #1253 – Site Plan Approval – November 2005
Case #1236 – Special Exception, Allowed PUD – October 2005

Planning Comments: The Blackberry Hills Planned Unit Development (PUD) received its initial approval in October 2005, was annexed into the City of Oxford in 2006, and underwent an amendment in April 2012. Development to date has focused primarily on residential uses, though the plan also designates certain areas for mixed-use purposes. Substantial progress has been made along Molly Barr Road and adjacent northern sections, featuring a combination of attached and detached homes in both cottage and townhouse designs. In contrast, the southwestern sections of the property remain largely undeveloped. The zoning established for this PUD aligns with the approved plat, supporting a blend of residential options and commercial mixed-use spaces.

In 2012, only approximately 39 residential structures were constructed in the Grove Hill Condominium development on property then owned by Alumni Properties, and a new developer, Chance Properties, approached the City to not only amend the Alumni Properties portion of the Blackberry Hills PUD, but to also add an additional 20 acres on the north side of the original PUD. The proposed modification introduced changes to the PUD plan that enabled the Highland

Square Development, encompassing all existing development in the area. This includes additional detached homes, duplexes, townhomes, and multi-family residences, some of which incorporate commercial mixed-use spaces. In 2022, the Rowandale Residential Common Interest Development (RCID) was established. Many of the homes, previously leased by a single entity, were sold individually.

In this request, the applicant is seeking a Zoning Map Amendment to change remove all of the Rowandale properties and the approximately 10 acres in the northeastern most portion of the property from the Blackberry Hills PUD. The applicant is also seeking another Zoning Map Amendment, the subject of Case #3244, to change the underlying zoning from (SR) Suburban Residential to (NR) Neighborhood Residential for approximately 10 acres in the northeastern most portion of the PUD.

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

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

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

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

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

The neighborhood surrounding the subject property has experienced significant changes due to various developments and infrastructure improvements. The proposed dissolution of the Blackberry Hills PUD is a critical change that allows the property to be aligned with its intended future land use under the Traditional Neighborhood Development (TND) plan. Additionally,

nearby NEW neighborhood developments, such as Colonnade, the Lamar Sullivan's Marketplace, a 25,000-square-foot grocery store within 1 mile, and the pending Chickasaw Creek Condominium Development at 3115 Chickasaw Road, approximately 0.1 miles away, reflect the increasing demand for residential and commercial development.

The Blackberry Hills "PUD" was never properly created, as has been documented multiple times to staff and attorneys, under MS Law. It has been problematic and ambiguous and there have been multiple attempts to understand it by staff, owners and developers since inception. Even the prior owners did not know what they had or what could be done. Removing all 220 Rowandale parcels and the 10 Acres from the "PUD" allows the City and new owner to work together without complication or ambiguity on who can do what. Upon successful rezoning and removal or the Rowandale and its adjacent subject property from the existing "PUD" the Callicutt parcel will be the only owner left in Blackberry Hills and unencumbered to work with the City Planning Department and Aldermen to develop a new PUD Document and Plat, without interference from other potential PUD Owners.

These changes justify the need to rezone the property to better align with the area's evolving character and growth in population, density, in fill development and infrastructure improvements.

In addition to the physical changes in the surrounding area, the proposed rezoning aligns with the Traditional Neighborhood Development (TND) principles outlined in Oxford's Vision 2037 Comprehensive Plan. The plan encourages higher-density, walkable, and connected neighborhoods that blend housing types and are located near commercial services and schools. The proximity of the subject property to infrastructure improvements, such as the roundabout at Molly Bar Road, new OUT Bus stops, the new commercial services at Sullivan's Marketplace, and the nearby Chickasaw Creek attached condominium development, make this rezoning particularly suitable.

The Comprehensive Plan emphasizes connectivity and proximity to commercial amenities, as well as the public need for housing to accommodate Oxford's growing population, particularly from the University of Mississippi. The rezoning to Neighborhood Residential (NR) helps fulfill these objectives by enabling higher-density residential development that supports Oxford's sustainable and compact growth goals.

Mistake:
The subject 10 acres SR parcel sticks out like a sore thumb. It's an island of incompatible development surrounded by higher density for miles. It does not work with the current neighborhood and it not feasible to develop detached homes due the topography and need. The rezoning amendment would better align the property's current zoning designation, surrounding land uses, and intended future land use plans. The property's current Suburban Residential (SR) zoning does not optimize the site's potential within the Traditional Neighborhood Development (TND) place type, which envisions higher-density residential developments. Rezoning the property to Neighborhood Residential (NR) will better align it with the City's comprehensive

growth strategy, ensuring consistency with zoning of adjacent properties and accommodating the growing demand for housing.

If the picture on the front doesn't indicate a map error, then we don't really know what else a map error could look like. Does it make any sense? The current Suburban Residential (SR) zoning of the 10-acre property which was always a part of Rowandale is misaligned with surrounding land uses and the city's future development plans. Key issues corrected by the proposed Neighborhood Residential (NR) zoning include:

- Inconsistency with Surrounding Zoning: The property is surrounded by NR-zoned land on all sides, rendering the SR designation illogical under the 2025 planning context.
- Misalignment with TND Vision: The SR zoning does not support the higher density residential development envisioned in the TND place type, which is outlined in the Comprehensive Plan.
- Underutilization of Potential: The SR zoning limits the site's ability to accommodate the growing demand for housing and integrate with the mixed-use character of adjacent developments like Rowandale and Lamar.

The prior owner visited with the original Developer of Highland Square that owned this subject parcel. Per A. Feinhour, President of Student Quarters, "NO, it was never intended to be green space or left undeveloped. Our site plan used the topography of the initial 2 phases to build Highland Square. Evidence still remains of roads and infrastructure showing future development of the same type of unit mix as currently built into the 10-acre site. It was cost prohibitive to develop that part of the site at the time due to the topography. However, it was always going to be a final phase of Highland Square prior to our sale of the property"

Rezoning to NR corrects these errors by aligning the property with the zoning of surrounding areas, optimizing its development potential, and ensuring consistency with Oxford's comprehensive growth strategy.

Additional Staff Comments:
The applicant points out that there have been changes in the character of the neighborhood partly attributed to development nearby or in close proximity to this site, and with infrastructure changes, particularly to Molly Barr Road with the installation of a new roundabout at Chickasaw, in addition to the multiple roundabouts constructed on Highway 30 in front of the Colonnade Crossing development. It is also important to note that the City of Oxford plans to commence construction of a new roundabout, replacing the traffic signal, at the intersection of Molly Barr Road and North Lamar this fall. This area continues to develop with housing and a mixed-use commercial center has been approved near this site.

During the Comprehensive rezoning in 2017, Staff met with one of the owners of the Blackberry Hills PUD about removing the PUD designation due to inactivity of the development and due to the lack of detailed information to facilitate the development of the PUD. While the owner was receptive to the conversation, ultimately it was determined by the owners of the property to

keep the PUD in place. Staff evaluated the proposed uses in the PUD plan and assigned land uses it felt most appropriate and consistent with the proposed Land Development Code. Staff disagrees with the applicant's assessment that the SR designation was a mistake, particularly when the area was proposed to contain single-family detached houses or have "minimal disturbance".

Blackberry Hills is one of Oxford's earliest PUDs. Since the initial approval of this PUD in 2005, Oxford's Land Development Code has become more sophisticated, especially with respect to PUDs. Staff believes that the information provided with the Blackberry Hills PUD, as approved and amended, lacks critical information necessary for it to develop. Staff has met with many developers interested in Blackberry Hills but the lack of information has proven to be a continued barrier with its development. Ultimately, this is a primary reason Staff proposed removing the PUD designation to one of the owners in 2017.

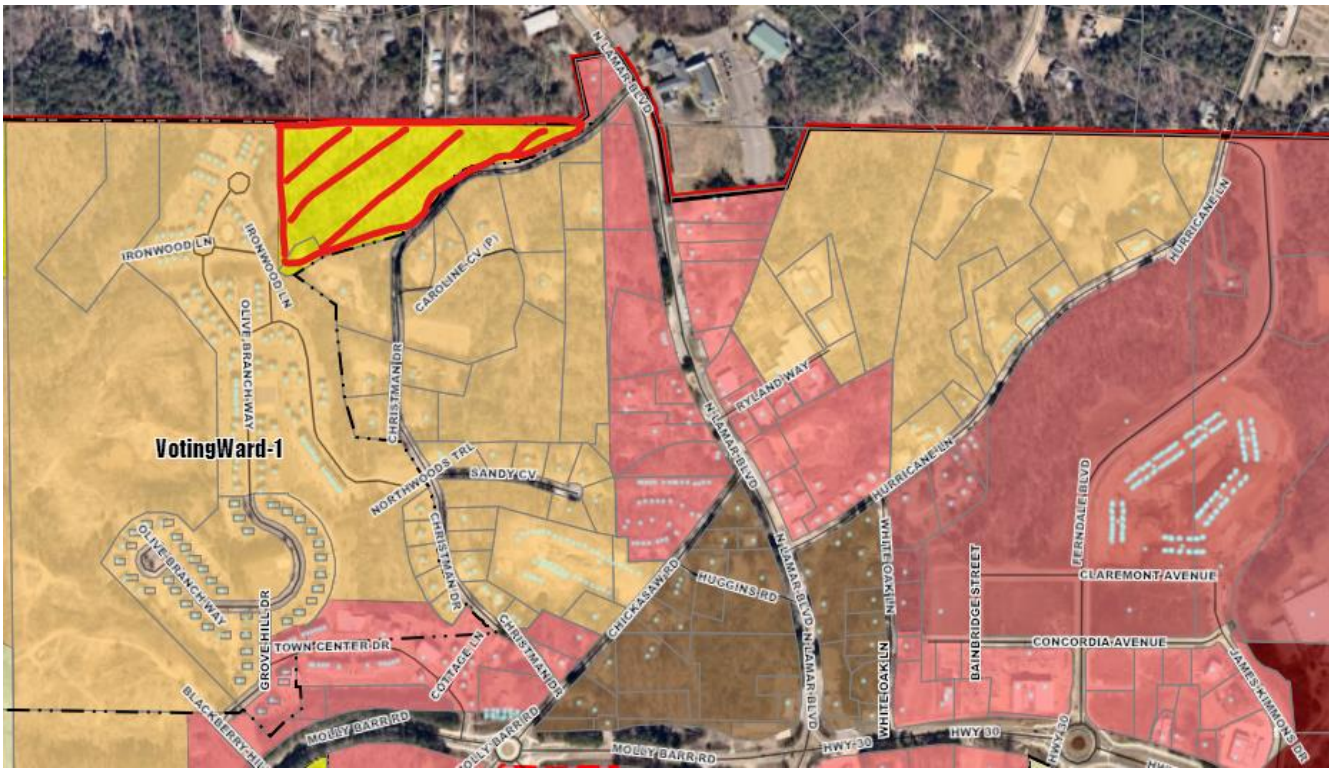
The proposed change will facilitate the development of the property consistent with the underlying zoning of (SR) Suburban Residential, unless a zoning map amendment (Case #3244) is approved by the Mayor and Board of Aldermen. All portions of property west of Rowandale will continue to remain in the Blackberry Hills PUD.

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

Underlying Rezoning Request
& Removal from Blackberry Hills PUD

May 20, 2025

PPIN 27674 Parcel ID 135C-16-032.01 10 Acres Adjacent to Rowandale Condominium



Snider Development, LLC- Developer
ROHI, LLC- Owner

Response to Rezoning Amendment Questions

1. Please describe what has changed or the changing conditions that make the passage of this zoning amendment necessary?

The neighborhood surrounding the subject property has experienced significant changes due to various developments and infrastructure improvements. The proposed dissolution of the Blackberry Hills PUD is a critical change that allows the property to be aligned with its intended future land use under the Traditional Neighborhood Development (TND) plan. Additionally, nearby NEW neighborhood developments, such as Colonnade, the Lamar Sullivan's Marketplace, a 25,000-square-foot grocery store within 1 mile, and the pending Chickasaw Creek Condominium Development at 3115 Chickasaw Road, approximately 0.1 miles away, reflect the increasing demand for residential and commercial development.

The Blackberry Hills "PUD" was never properly created, as has been documented multiple times to staff and attorneys, under MS Law. It has been problematic and ambiguous and there have been multiple attempts to understand it by staff, owners and developers since inception. Even the prior owners did not know what they had or what could be done. Removing all 220 Rowandale parcels and the 10 Acres from the "PUD" allows the City and new owner to work together without complication or ambiguity on who can do what. Upon successful rezoning and removal or the Rowandale and its adjacent subject property from the existing "PUD" the Callicutt parcel will be the only owner left in Blackberry Hills and unencumbered to work with the City Planning Department and Aldermen to develop a new PUD Document and Plat, without interference from other potential PUD Owners.

These changes justify the need to rezone the property to better align with the area's evolving character and growth in population, density, in fill development and infrastructure improvements

2. What other circumstances justify the proposed change?

In addition to the physical changes in the surrounding area, the proposed rezoning aligns with the Traditional Neighborhood Development (TND) principles outlined in Oxford's Vision 2037 Comprehensive Plan. The plan encourages higher-density, walkable, and connected neighborhoods that blend housing types and are located near commercial services and schools. The proximity of the subject property to infrastructure improvements, such as the roundabout at Molly Bar Road, new OUT Bus stops, the new commercial services at Sullivan's Marketplace, and the nearby Chickasaw Creek attached condominium development, make this rezoning particularly suitable.

The Comprehensive Plan emphasizes connectivity and proximity to commercial amenities, as well as the public need for housing to accommodate Oxford's growing population, particularly from the

University of Mississippi. The rezoning to Neighborhood Residential (NR) helps fulfill these objectives by enabling higher-density residential development that supports Oxford's sustainable and compact growth goals.

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

The subject 10 acres SR parcel sticks out like a sore thumb. Its an island of incompatible development surrounded by higher density for miles. It does not work with the current neighborhood and it not feasible to develop detached homes due the topography and need. The rezoning amendment would better align the property's current zoning designation, surrounding land uses, and intended future land use plans. The property's current Suburban Residential (SR) zoning does not optimize the site's potential within the Traditional Neighborhood Development (TND) place type, which envisions higher-density residential developments. Rezoning the property to Neighborhood Residential (NR) will better align it with the City's comprehensive growth strategy, ensuring consistency with zoning of adjacent properties and accommodating the growing demand for housing.

If the picture on the front doesn't indicate a map error then we don't really know what else a map error could look like. Does it make any sense? The current Suburban Residential (SR) zoning of the 10-acre property which was always a part of Rowandale is misaligned with surrounding land uses and the city's future development plans. Key issues corrected by the proposed Neighborhood Residential (NR) zoning include:

- **Inconsistency with Surrounding Zoning**: The property is surrounded by NR-zoned land on all sides, rendering the SR designation illogical under the 2025 planning context.
- **Misalignment with TND Vision**: The SR zoning does not support the higher-density residential development envisioned in the TND place type, which is outlined in the Comprehensive Plan.
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Rezoning to NR corrects these errors by aligning the property with the zoning of surrounding areas, optimizing its development potential, and ensuring consistency with Oxford's comprehensive growth strategy.

*** Present Zoning Classification of Property**

The present zoning classification of the property is Suburban Residential (SR).

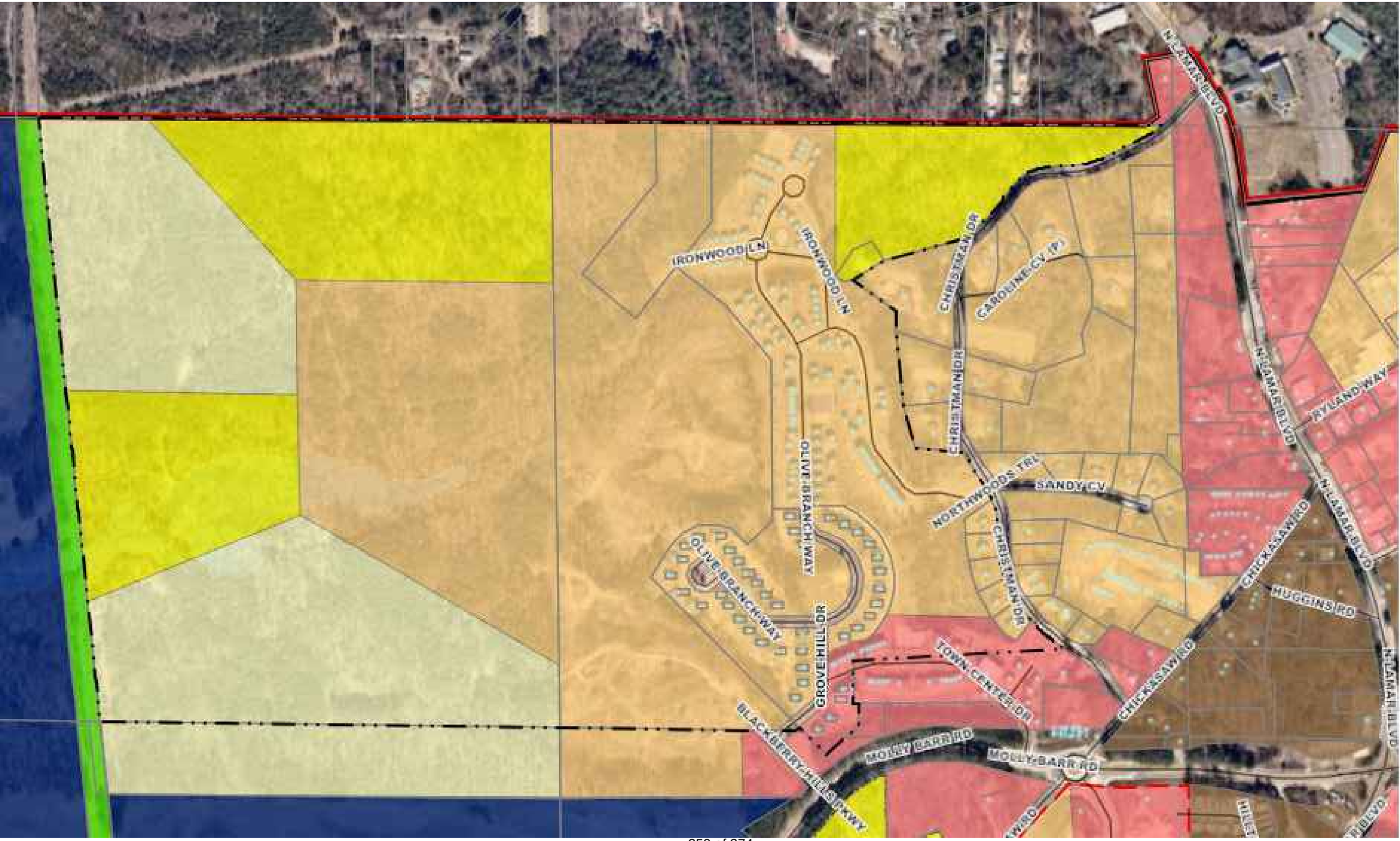
*** Proposed Zoning Classification of Property**

The proposed zoning classification of the property is Neighborhood Residential (NR).

*** Number of Acres**

The subject property is 10 acres in size. The Rowandale sight is 47.92 acres. Rowandale will revert to its underlying zoning (NR) and joins in this request as it is fully developed with no future growth or expansion other than the subject 10 acres adjoining it. The Rowandale site currently has the same underlying zoning that the 10 acre applicant is requesting.

Both the subject and the Rowandale parcels being removed from the Blackberry Hills “PUD” is contingent upon the 10 acre site being rezoned to SR. Once that is done, the Callicutt parcel will be the only owner left in Blackberry Hills and unencumbered to work with the City Planning Department and Aldermen to develop a new PUD Document and Plat, without interference from other potential PUD Owners.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IRONWOOD LN
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GROVEHILL DR
TOWN CENTER DR
CHICKASAW RD
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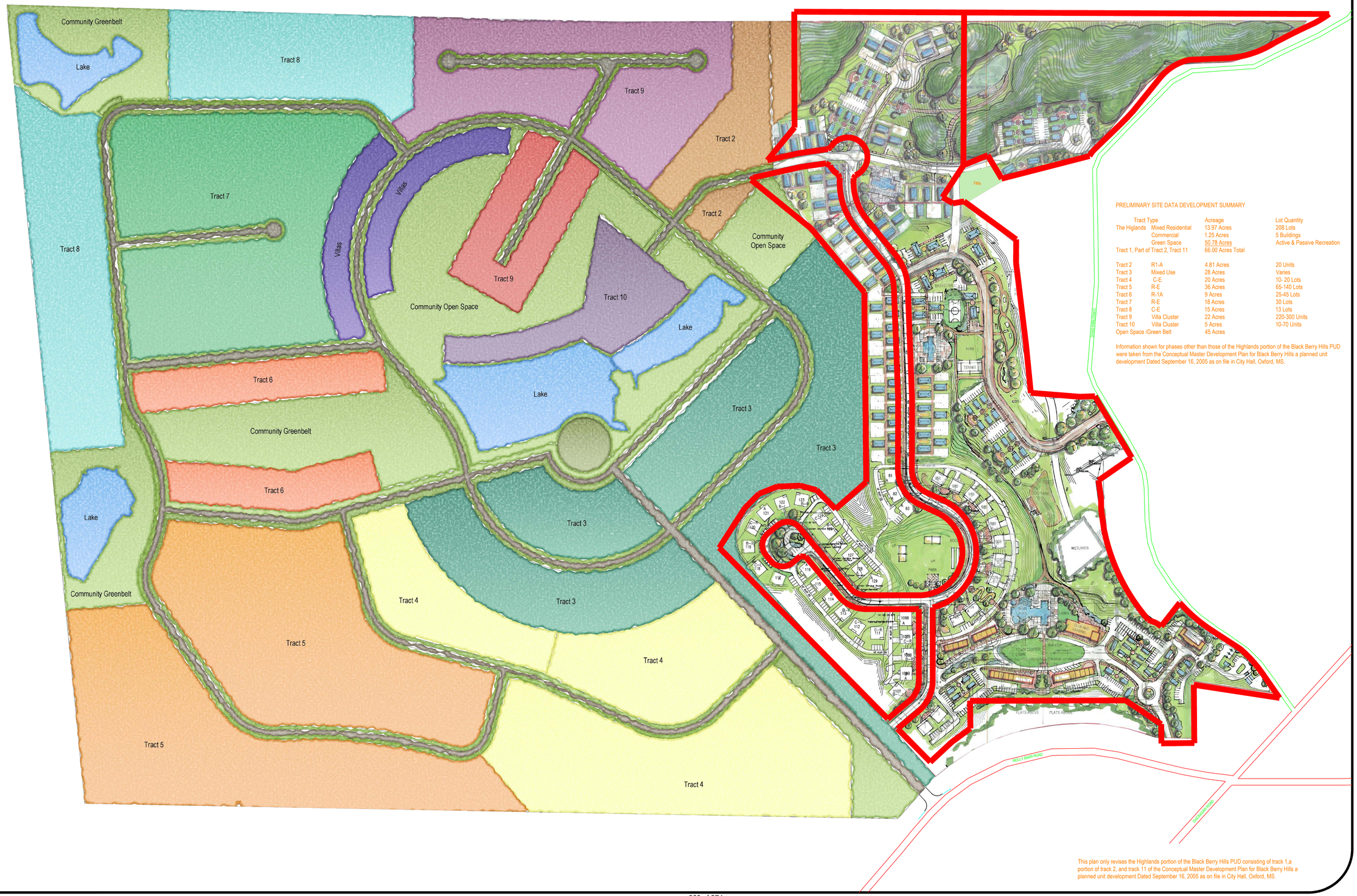


PRELIMINARY SITE DATA DEVELOPMENT SUMMARY

Tract Type		Acreage	Lot Quantity
The Higlands	Mixed Residential	13.97 Acres	208 Lots
	Commercial	1.25 Acres	5 Buildings
	Green Space	50.78 Acres	Active & Passive Recreation
Tract 1, Part of Tract 2, Tract 11		66.00 Acres Total	
Tract 2	R1-A	4.81 Acres	20 Units
Tract 3	Mixed Use	28 Acres	Varies
Tract 4	C-E	20 Acres	10- 20 Lots
Tract 5	R-E	36 Acres	65-140 Lots
Tract 6	R-1A	9 Acres	25-45 Lots
Tract 7	R-E	18 Acres	30 Lots
Tract 8	C-E	15 Acres	13 Lots
Tract 9	Villa Cluster	22 Acres	220-300 Units
Tract 10	Villa Cluster	5 Acres	10-70 Units
Open Space /Green Belt		45 Acres	

Information shown for phases other than those of the Highlands portion of the Black Berry Hills PUD were taken from the Conceptual Master Development Plan for Black Berry Hills a planned unit development Dated September 16, 2005 as on file in City Hall, Oxford, MS.

This plan only revises the Highlands portion of the Black Berry Hills PUD consisting of track 1,a portion of track 2, and track 11 of the Conceptual Master Development Plan for Black Berry Hills a planned unit development Dated September 16, 2005 as on file in City Hall, Oxford, MS.

WILLIAMS ENGINEERING CONSULTANTS, INC.
Professional Engineers | Professional Land Surveyors
720 NORTH LAMAR BOULEVARD, SUITE A
P.O. BOX 1197 OXFORD, MISSISSIPPI 38655
662.236.9675

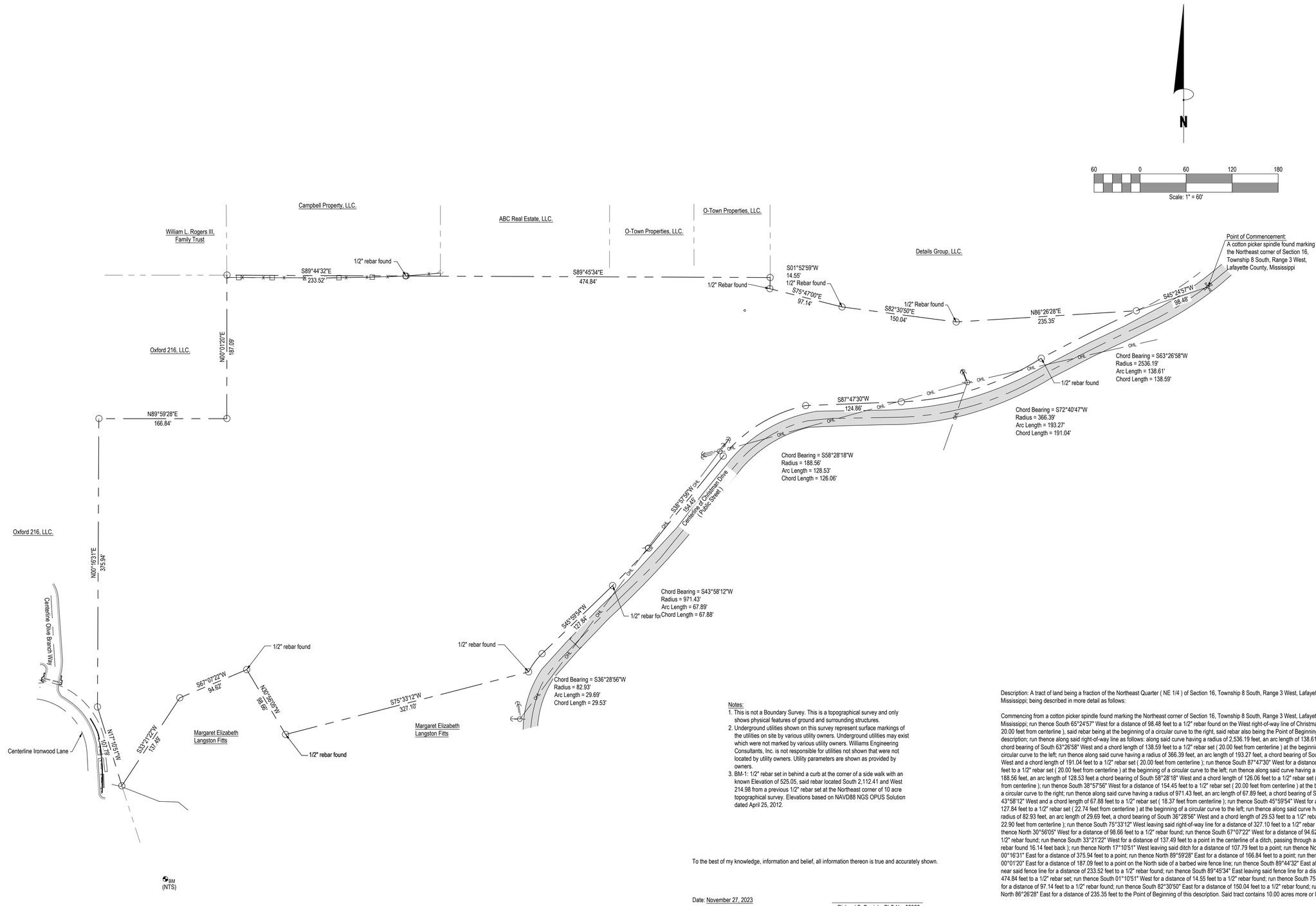
Black Berry Hills
A Planned Unit Development
Molly Barr Road
Oxford, Mississippi

REVISION	DATE

Scale: NTS
Date: April 9, 2012
File:
Proj.No.: SD-1121119
Drawn By:
Checked By:

Sheet Title:

Sheet No.:
1



Notes:

1. This is not a Boundary Survey. This is a topographical survey and only shows physical features of ground and surrounding structures.
2. Underground utilities shown on this survey represent surface markings of the utilities on site by various utility owners. Underground utilities may exist which were not marked by various utility owners. Williams Engineering Consultants, Inc. is not responsible for utilities not shown that were not located by utility owners. Utility parameters are shown as provided by owners.
3. BM-1: 1/2" rebar set in behind a curb at the corner of a side walk with an known Elevation of 525.05, said rebar located South 2,112.41 and West 214.98 from a previous 1/2" rebar set at the Northeast corner of 10 acre topographical survey. Elevations based on NAVD88 NGS OPUS Solution dated April 25, 2012.

To the best of my knowledge, information and belief, all information thereon is true and accurately shown.

Date: November 27, 2023

Richard S. Daniels, PLS No. 02922

Description: A tract of land being a fraction of the Northeast Quarter (NE 1/4) of Section 16, Township 8 South, Range 3 West, Lafayette County, Mississippi; being described in more detail as follows:

Commencing from a cotton picker spindle found marking the Northeast corner of Section 16, Township 8 South, Range 3 West, Lafayette County, Mississippi; run thence South 65°24'57" West for a distance of 98.48 feet to a 1/2" rebar found on the West right-of-way line of Christman Drive (20.00 feet from centerline), said rebar being at the beginning of a circular curve to the right, said rebar also being the Point of Beginning of this description; run thence along said right-of-way line as follows: along said curve having a radius of 2,536.19 feet, an arc length of 138.61 feet, a chord bearing of South 63°26'58" West and a chord length of 138.59 feet to a 1/2" rebar set (20.00 feet from centerline) at the beginning of a circular curve to the left; run thence along said curve having a radius of 366.39 feet, an arc length of 193.27 feet, a chord bearing of South 72°40'47" West and a chord length of 191.04 feet to a 1/2" rebar set (20.00 feet from centerline); run thence South 87°47'30" West for a distance of 124.86 feet to a 1/2" rebar set (20.00 feet from centerline) at the beginning of a circular curve to the left; run thence along said curve having a radius of 188.56 feet, an arc length of 128.53 feet a chord bearing of South 58°28'18" West and a chord length of 126.06 feet to a 1/2" rebar set (20.00 feet from centerline); run thence South 38°57'56" West for a distance of 154.45 feet to a 1/2" rebar set (20.00 feet from centerline) at the beginning of a circular curve to the right; run thence along said curve having a radius of 971.43 feet, an arc length of 67.89 feet, a chord bearing of South 43°58'12" West and a chord length of 67.88 feet to a 1/2" rebar set (18.37 feet from centerline); run thence South 45°59'54" West for a distance of 127.84 feet to a 1/2" rebar set (22.74 feet from centerline) at the beginning of a circular curve to the left; run thence along said curve having a radius of 82.93 feet, an arc length of 29.69 feet, a chord bearing of South 36°28'56" West and a chord length of 29.53 feet to a 1/2" rebar found (22.90 feet from centerline); run thence South 75°33'12" West leaving said right-of-way line for a distance of 327.10 feet to a 1/2" rebar found; run thence North 30°56'05" West for a distance of 98.66 feet to a 1/2" rebar found; run thence South 67°07'22" West for a distance of 94.62 feet to a 1/2" rebar found; run thence South 33°21'22" West for a distance of 137.49 feet to a point in the centerline of a ditch, passing through a reference rebar found 16.14 feet back); run thence North 17°10'51" West leaving said ditch for a distance of 107.79 feet to a point; run thence North 00°16'31" East for a distance of 375.94 feet to a point; run thence North 89°59'28" East for a distance of 166.84 feet to a point; run thence North 00°01'20" East for a distance of 187.09 feet to a point on the North side of a barbed wire fence line; run thence South 89°44'32" East along and near said fence line for a distance of 233.52 feet to a 1/2" rebar found; run thence South 89°45'34" East leaving said fence line for a distance of 474.84 feet to a 1/2" rebar set; run thence South 01°10'51" West for a distance of 14.55 feet to a 1/2" rebar found; run thence South 75°47'00" East for a distance of 97.14 feet to a 1/2" rebar found; run thence South 82°30'50" East for a distance of 150.04 feet to a 1/2" rebar found; run thence North 86°26'28" East for a distance of 235.35 feet to the Point of Beginning of this description. Said tract contains 10.00 acres more or less.

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662.236.9675

Topographical Survey For:
Oxford 216, LLC.
A Michigan Limited Liability Company
A tract of land located on Christman Drive,
City of Oxford, Lafayette County, Mississippi

REVISION	DATE

Scale:	1"=60'
Date:	11/27/2023
File:	SV-132470 (Highland Square-Carter USA) ALTA REVISED2022\10 Ac End\10 Acre Topo.DWG
Proj.No.:	SV-132470
Drawn By:	JBM
Checked By:	RSD

Sheet Title:

Boundary Survey

Sheet No.:

1 of 1

10 Acre Rezone Request From SR to NR – PPIN 27674

Description: A tract of land being a fraction of the Northeast Quarter (NE 1/4) of Section 16, Township 8 South, Range 3 West, Lafayette County, Mississippi; being described in more detail as follows:

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OLIVE BRANCH WAY - RIGHT-OF-WAY

Description: A tract of land being a fraction of the Northeast Quarter (NE 1/4) of Section 16, Township 8 South, Range 3 West, Lafayette County, Mississippi; being described in more detail as follows:

Commencing from a cotton picker spindle found marking the Northeast corner of Section 16, Township 8 South, Range 3 West, Lafayette County, Mississippi; run thence South 28°18'43" West for a distance of 3,224.21 feet to the Point of intersection of the North right-of-way line of Molly Barr Road (75.00 feet from centerline) and the South right-of-way line of Blackberry Hills Parkway (29.82 feet from centerline), said Point being the Point of Beginning of this description; run thence N 43° 45' 57" W leaving said North right-of-way line and along said South right-of-way line for a distance of 311.32 feet to a Point (32.88 feet from the projected centerline); run thence N 46° 14' 03" E leaving said South right-of-way line for a distance of 60.00 feet to a Point on the North right-of-way line of Blackberry Hills Parkway (27.08 feet from the projected centerline); run thence S 43° 45' 57" E along said North right-of-way line for a distance of 20.00 feet to a Point (27.80 feet from centerline); run thence S 85° 02' 36" E leaving said North right-of-way line for a distance of 22.57 feet to a Point on the West right-of-way line of Grove Hill Drive (25.00 feet from centerline); run thence along said West right-of-way line (25.00 feet from centerline) as follows: N 49° 58' 25" E for a distance of 72.84 feet to a 1/2" rebar set; run thence N 49° 58' 25" E for a distance of 101.91 feet to a 1/2" rebar set at the beginning of a circular curve to the left; run thence along said curve having a chord bearing of N 24° 58' 25" E, a radius of 95.00 feet, an arc length of 82.90 feet, and a chord length of 80.30 feet to a 1/2" rebar set; run thence N 00° 01' 35" W for a distance of 257.24 feet to a 1/2" rebar set at the point of intersection of said West right-of-way of Grove Hill Drive (25.00 feet from centerline) and the South right-of-way line of Olive Branch Way (25.00 feet from centerline); run thence leaving said West right-of-way line and along said South right-of-way line (25.00 feet from centerline) as follows: S 89° 59' 43" W for a distance of 190.82 feet to a 1/2" rebar set at the beginning of a circular curve to the right; run thence along said curve having a chord bearing of N 65° 00' 56" W, a radius of 125.00 feet, an arc length of 109.04 feet, and a chord length of 105.61 feet to a 1/2" rebar set; run thence N 40° 01' 35" W for a distance of 188.39 feet to a 1/2" rebar set; run thence N 85° 01' 35" W leaving said South right-of-way line for a distance of 19.80 feet to a 1/2" rebar set on the East right-of-way line of Olive Branch way (25.00 feet from centerline); run thence S 49° 58' 25" W along said East right-of-way line of Olive Branch Way for a distance of 37.00 feet to a 1/2" rebar set (25.00 feet from centerline) at the beginning of a circular curve to the right; run thence leaving said East right-of-way line and along said curve having a chord bearing of N 85° 01' 35" W, a radius of 55.00 feet, an arc length of 86.39 feet, and a chord length of 77.78 feet to a 1/2" rebar set on the South right-of-way line of Olive Branch Way (25.00 feet from centerline); run thence N 40° 01' 35" W along said South right-of-way line for a distance of 28.00 feet to a 1/2" rebar set (25.00 feet from centerline) at the beginning of a circular curve to the right; run thence leaving said South right-of-way line along said curve having a chord bearing of N 04° 58' 25" E, a radius of 55.00 feet, an arc length of 86.39 feet, and a chord length of 77.78 feet to a 1/2" rebar set on the Northwest right-of-way line of Olive Branch Way (25.00 feet from centerline); run thence along said Northwest right-of-way line of Olive Branch Way (25.00 feet from centerline) as follows: N 49° 58' 25" E for a distance of 46.00 feet to a 1/2" rebar set at the beginning of a circular curve to the right; run thence along said curve having a chord bearing of S 85° 01' 35" E, a radius of 55.00 feet, an arc length of 86.39 feet, and a chord length of 77.78 feet to a 1/2" rebar set; run thence S 40° 01' 35" E for a distance of 285.39 feet to a 1/2" rebar set at the beginning of a circular curve to the left; run thence along said curve having a chord bearing of S 65° 00' 56" E, a radius of 75.00 feet, an arc length of 65.42 feet, and a chord length of 63.37 feet to a 1/2" rebar set; run thence N 89° 59' 43" E for a distance of 192.34 feet to a 1/2" rebar set at the beginning of a circular curve to the left; run thence along said curve having a chord bearing of N 12° 29' 04" E, a radius of 155.75

feet, an arc length of 421.40 feet, and a chord length of 304.13 feet to a 1/2" rebar set; run thence N 65° 01' 35" W for a distance of 68.91 feet to a 1/2" rebar set at the beginning of a circular curve to the right; run thence along said curve having a chord bearing of N 32° 31' 39" W, a radius of 138.50 feet, an arc length of 157.12 feet, and a chord length of 148.83 feet to a 1/2" rebar set on the West right-of-way line of Olive Branch Way (25.00 feet from centerline); run thence leaving said Northwest right-of-way line and along said West right-of-way line (25.00 feet from centerline) as follows: N 00° 01' 43" W for a distance of 10.16 feet to a 1/2" rebar set; run thence N 00° 08' 23" E for a distance of 248.06 feet to a 1/2" rebar set; run thence N 02° 11' 42" W for a distance of 400.34 feet to a 1/2" rebar set at the beginning of a circular curve to the left; run thence along said curve having a chord bearing of N 20° 31' 15" W, a radius of 143.71 feet, an arc length of 91.93 feet, and a chord length of 90.37 feet to a 1/2" rebar set; run thence N 38° 50' 49" W for a distance of 168.93 feet to a 1/2" rebar set at the beginning of a circular curve to the right; run thence along said curve having a chord bearing of N 17° 41' 05" W, a radius of 260.66 feet, an arc length of 193.14 feet, and a chord length of 188.75 feet to a 1/2" rebar set; run thence N 28° 09' 17" W for a distance of 14.71 feet to a 1/2" rebar set (33.02 feet from centerline) at the beginning of a circular curve to the right; run thence leaving said West right-of-way line and along said curve having a chord bearing of N 42° 35' 18" W, a radius of 71.00 feet, an arc length of 42.79 feet, and a chord length of 42.14 feet to a 1/2" rebar set on the South right-of-way line of Ironwood Lane (34.87 feet from centerline); run thence N 61° 45' 28" W along said South right-of-way line for a distance of 16.63 feet to a 1/2" rebar set (25.00 feet from centerline); run thence along said South right-of-way line (25.00 feet from centerline) as follows: S 81° 48' 32" W for a distance of 90.03 feet to a 1/2" rebar set; run thence S 77° 23' 43" W for a distance of 177.41 feet to a 1/2" rebar set; run thence N 39° 27' 56" E leaving said South right-of-way line for a distance of 81.34 feet to a 1/2" rebar set on the North right-of-way line Ironwood Lane (25.00 feet from centerline); run thence along said North right-of-way line (25.00 feet from centerline) as follows: N 77° 23' 43" E for a distance of 115.18 feet to a 1/2" rebar set; run thence N 81° 48' 32" E for a distance of 106.70 feet to a 1/2" rebar set; run thence N 56° 04' 43" E for a distance of 12.16 feet to a 1/2" rebar set (30.28 feet from centerline) at the beginning of a circular curve to the right; run thence leaving said North right-of-way line and along said curve having a chord bearing of S 41° 18' 26" E, a radius of 71.00 feet, an arc length of 268.52 feet, and a chord length of 134.78 feet to a 1/2" rebar set on the East right-of-way line Olive Branch Way (30.37 feet from centerline); run thence S 30° 15' 02" W along said East right-of-way line for a distance of 12.79 feet to a 1/2" rebar set (25.00 feet from centerline) at the beginning of a circular curve to the left; run thence along said East right-of-way line as follows: along said curve having a chord bearing of S 17° 32' 52" E, a radius of 210.66 feet, an arc length of 157.15 feet, and a chord length of 153.54 feet to a 1/2" rebar set; run thence S 38° 50' 49" E for a distance of 168.96 feet to a 1/2" rebar set at the beginning of a circular curve to the right; run thence along said curve having a chord bearing of S 20° 31' 15" E, a radius of 193.71 feet, an arc length of 123.92 feet, and a chord length of 121.81 feet to a 1/2" rebar set; run thence S 02° 11' 42" E for a distance of 401.36 feet to a 1/2" rebar set; run thence S 00° 09' 11" W for a distance of 230.83 feet to a 1/2" rebar set; run thence S 00° 01' 43" E for a distance of 28.26 feet to a 1/2" rebar set at the beginning of a circular curve to the left; run thence along said curve having a chord bearing of S 32° 31' 39" E, a radius of 88.50 feet, an arc length of 100.40 feet, and a chord length of 95.10 feet to a 1/2" rebar set; run thence S 65° 01' 35" E for a distance of 68.91 feet to a 1/2" rebar set at the beginning of a circular curve to the right; run thence along said curve having a chord bearing of S 05° 40' 14" W, a radius of 205.75 feet, an arc length of 507.75 feet, and a chord length of 388.37 feet to a 1/2" rebar set at the point of intersection of the said East right-of-way line of Olive Branch Way (25.00 feet from centerline) and the East right-of-way line of Grove Hill Drive (25.00 feet from centerline); run thence leaving said East right-of-way line of Olive Branch Way and along said East right-of-way line of Grove Hill Drive (25.00 feet from centerline) as follows: S 00° 01' 35" E for a distance of 150.78 feet to a 1/2" rebar set; run thence S 00° 01' 35" E for a distance of 50.00 feet to a 1/2" rebar set; run thence S 00° 01' 35" E for a distance of 62.23 feet

to a 1/2" rebar set at the beginning of a circular curve to the right; run thence along said curve having a chord bearing of S 24° 58' 25" W, a radius of 145.00 feet, an arc length of 126.54 feet, and a chord length of 122.56 feet to a 1/2" rebar set; run thence S 49° 58' 25" W for a distance of 97.94 feet to a 1/2" rebar set; run thence S 49° 58' 25" W for a distance of 71.32 feet to a Point; run thence S 01° 28' 40" W leaving said East right-of-way line for a distance of 24.09 feet to a Point on the North right-of-way line of the aforementioned Blackberry Hills Parkway (29.92 feet from centerline); run thence S 43° 45' 57" E along said North right-of-way line for a distance of 204.71 feet to the Point of intersection of the said North right-of-way line (30.14 feet from centerline) and the aforementioned North right-of-way line of Molly Barr Road (75.00 feet from centerline), said Point also being at the beginning of a circular curve to the left; run thence along said North right-of-way line (75.00 feet from centerline) and along said curve having a chord bearing of S 43° 55' 05" W, a radius of 791.20 feet, an arc length of 60.06 feet, and a chord length of 60.05 feet to the Point of Beginning of this description. Said tract contains 4.80 acres, more or less.

ROWANDALE, A CONDOMINIUM

PPIN: 42351, 42352, 42036, 42002, 41963, 42529, 41951, 41955, 48076, 42021, 41986, 41981, 41986, 42008, 27674

Tract 1 Description: A tract of land being a fraction of the Northeast Quarter (NE 1/4) of Section 16, Township 8 South, Range 3 West, Lafayette County, Mississippi; being described in more detail as follows:

Commencing from a cotton picker spindle found marking the Northeast corner of Section 16, Township 8 South, Range 3 West, Lafayette County, Mississippi; run thence North 89°48'45" West for a distance of 18.57 feet to a 1/2" rebar found on the West right-of-way line of Christman Drive (20.00 feet from centerline), said rebar being at the beginning of a circular curve to the right, said rebar also being the Point of Beginning of this description; run thence along said right-of-way line as follows: along said curve having a radius of 429.95 feet, an arc length of 60.62 feet, a chord bearing of South 58°05'23" West and a chord length of 60.57 feet to a 1/2" rebar found (20.00 feet from centerline) at the beginning of a circular curve to the right; run thence along said curve having a radius of 2,536.19 feet, an arc length of 17.85 feet, a chord bearing of South 65°18'01" West and a chord length of 17.85 feet to a 1/2" rebar set (20.00 feet from centerline) at the beginning of a circular curve to the left; run thence along said curve having a radius of 2,536.19 feet, an arc length of 142.30 feet, a chord bearing of South 63°29'28" West and a chord length of 142.28 feet to a 1/2" rebar found (20.00 feet from centerline) at the beginning of a circular curve to the right; run thence along said curve having radius of 366.39 feet, an arc length of 193.27 feet, a chord bearing of South 72°40'47" West and a chord length of 191.04 feet to a 1/2" rebar set (20.00 feet from centerline); run thence South 87°47'30" West for a distance of 124.86 feet to a 1/2" rebar set (20.00 feet from centerline) at the beginning of a circular curve to the left; run thence along said curve having a radius of 188.56 feet, an arc length of 128.53 feet a chord bearing of South 58°28'18" West and a chord length of 126.06 feet to a 1/2" rebar set (20.00 feet from centerline); run thence South 38°57'56" West for a distance of 154.45 feet to a 1/2" rebar set (20.00 feet from centerline) at the beginning of a circular curve to the right; run thence along said curve having a radius of 971.43 feet, an arc length of 67.89 feet, a chord bearing of South 43°58'12" West and a chord length of 67.88 feet to a 1/2" rebar set (18.37 feet from centerline); run thence South 45°59'54" West for a distance of 127.84 feet to a 1/2" rebar set (22.74 feet from centerline) at the beginning of a circular curve to the left; run thence along said curve having a radius of 82.93 feet, an arc length of 29.69 feet, a chord bearing of South 36°28'56" West and a chord length of 29.53 feet to a 1/2" rebar found (22.90 feet from centerline); run thence South 75°33'12" West leaving said right-of-way line for a distance of 327.10 feet to a 1/2" rebar found; run thence North 30°56'05" West for a distance of 98.66 feet to a 1/2" rebar found; run thence South 67°07'22" West for a distance of 94.62 feet to a 1/2" rebar found; run thence South 33°21'22" West for a distance of 137.49 feet to a point in the centerline of a ditch, passing through a reference rebar found 16.14 feet back); run thence along and near said ditch as follows: South 59°51'29" East for a distance of 43.87 feet to a 1/2" rebar set; run thence North 80°06'19" East for a distance of 40.68 feet to a 1/2" rebar set; run thence South 53°52'09" East for a distance of 232.57 feet to a 1/2" rebar found in the centerline of said ditch; run thence South 00°23'17" West for a distance of 84.33 feet to a 1/2" rebar found in the centerline of said ditch; run thence South 06°55'56" East for a distance of 297.72 feet to a 1/2" rebar found; run thence South 05°41'15" East for a distance of 174.28 feet to a 1/2" rebar set; run thence South 85°23'28" East leaving said ditch for a distance of 140.83 feet to a 1/2" rebar set; run thence South 85°29'13" East for a distance of 36.22 feet to a 1/2" rebar set; run thence North 88°02'37" East for a distance of 54.57 feet to a 1/2" rebar set on the aforementioned West right-of-way line of Christman Drive (24.43 feet from centerline); run thence along said right-of-way line as follows: South 30°48'23" East for a distance of 91.94 feet to a 1/2" rebar set (

25.83 feet from centerline); run thence South 31°03'26" East for a distance of 165.69 feet to a 1/2" rebar set (26.51 feet from centerline); run thence South 55°22'49" West leaving said right-of-way line for a distance of 145.11 feet to a 1/2" rebar found; run thence South 07°57'41" East for a distance of 63.49 feet to a 1/2" rebar found; run thence South 01°09'01" East for a distance of 46.30 feet to a 1/2" rebar found; run thence South 08°19'18" East for a distance of 69.57 feet to a 1/2" rebar found at the beginning of a circular curve to the left; run thence along said curve having a radius of 706.50 feet, an arc length of 142.32 feet, a chord bearing of South 17°04'00" East and a chord length of 142.08 feet to a 1/2" rebar found at the beginning of a circular curve to the left; run thence along said curve having a radius of 705.45 feet, an arc length of 136.93 feet, a chord bearing of South 28°23'07" East and a chord length of 136.71 feet to a 1/2" rebar found at the beginning of a circular curve to the left; run thence along said curve having a radius of 705.54 feet, an arc length of 87.21 feet, a chord bearing of South 37°31'08" East and a chord length of 87.16 feet to a 1/2" rebar found; run thence South 68°45'16" East for a distance of 31.47 feet to a 1/2" rebar set; run thence South 55°57'34" East for a distance of 20.77 feet to a 1/2" rebar found; run thence North 38°10'03" East for a distance of 107.63 feet to a 1/2" rebar set on the aforementioned West right-of-way line of Christman Drive (27.93 feet from centerline), said rebar being at the beginning of a circular curve to the left; run thence along said right-of-way line as follows: along said curve having a radius of 575.58 feet, an arc length of 161.79 feet, a chord bearing of South 49°41'21" East and a chord length of 161.26 feet to a 1/2" rebar set (25.00 feet from centerline) at the beginning of a circular curve to the Left; run thence along said curve having a radius of 30,182.61 feet, an arc length of 113.88 feet, a chord bearing of South 56°57'37" East and a chord length of 113.88 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 radius of 474.80 feet, an arc length of 120.56 feet, a chord bearing of South 42°01'08" East and a chord length of 120.24 feet to a 1/2" rebar set (25.00 feet from centerline) at the beginning of a circular curve to the Left; run thence along said curve having a radius of 5,005.12 feet, an arc length of 106.08 feet, a chord bearing of South 34°49'35" East and a chord length of 106.08 feet to a 1/2" rebar found (25.00 feet from centerline); run thence North 81°20'08" West leaving said right-of-way line for a distance of 312.10 feet to a 1/2" rebar found; run thence South 00°24'34" East for a distance of 209.87 feet to a 1/2" rebar found on the North right-of-way line of Molly Barr Road (102.00 feet from centerline); run thence South 89°22'30" West along said north right-of-way line for a distance of 118.47 feet to a 1/2" rebar found (75.00 feet from centerline); run thence North 00°43'10" West leaving said North right-of-way line for a distance of 69.12 feet to a 1/2" rebar found; run thence North 56°08'46" West for a distance of 154.14 feet to a 1/2" rebar set; run thence South 89°50'48" West for a distance of 560.95 feet to a 1/2" rebar set; run thence South 00°48'00" East for a distance of 99.11 feet to a 1/2" rebar set; run thence South 53°29'54" West for a distance of 84.47 feet to a 1/2" rebar set; run thence South 47°07'33" West for a distance of 104.51 feet to a 1/2" rebar found; run thence North 44°34'12" West for a distance of 168.23 feet to a 1/2" rebar set on the East right-of-way line of Grove Hill Drive (25.00 feet from centerline); run thence along said East right-of-way line (25.00 feet from centerline) as follows: North 49°58'25" East for a distance of 97.94 feet to a 1/2" rebar set at the beginning of a circular curve to the Left; run thence along said curve having a radius of 145.00 feet, an arc length of 126.54 feet, a chord bearing of 24°58'25" East and a chord length of 122.56 feet to a 1/2" rebar set; run thence North 00°01'35" West for a distance of 62.23 feet to a 1/2" rebar set; run thence North 00°01'35" West for a distance of 50.00 feet to a 1/2" rebar set; run thence North 00°01'35" West for a distance of 150.78 feet to a 1/2" rebar set at the point of intersection of said East right-of-way line of Grove Hill Drive (25.00 feet from centerline) and the East right-of-way line of Olive Branch Way (25.00 feet from centerline), said rebar also being at the beginning of a circular curve to the left; run thence along said East right-of-way line of Olive Branch Way (25.00 feet from centerline) as follows: along said curve having a radius of 205.75 feet, an arc length of 507.75 feet, a chord bearing of North 05°40'14" East and a chord length of 388.37 feet to a 1/2" rebar set; run thence North 65°01'35" West for a distance of 68.91 feet to a

1/2" rebar set at the beginning of a circular curve to the right; run thence along said curve having a radius of 88.50 feet, an arc length of 100.40 feet, a chord bearing of North 32°31'39" West and a chord length of 95.10 feet to a 1/2" rebar set; run thence North 00°01'43" West for a distance of 28.26 feet to a 1/2" rebar set; run thence N 00° 09' 11" E for a distance of 230.83 feet to a 1/2" rebar set; run thence N 02° 11' 42" W for a distance of 401.36 feet to a 1/2" rebar set at the beginning of a circular curve to the left; run thence along said curve having a chord bearing of N 20° 31' 15" W, a radius of 193.71 feet, an arc length of 123.92 feet, and a chord length of 121.81 feet to a 1/2" rebar set; run thence N 38° 50' 49" W for a distance of 168.96 feet to a 1/2" rebar set at the beginning of a circular curve to the right; run thence along said curve having a chord bearing of N 17° 32' 52" W, a radius of 210.66 feet, an arc length of 157.15 feet, and a chord length of 153.54 feet to a 1/2" rebar set; run thence N 30° 15' 02" E for a distance of 12.79 feet to a 1/2" rebar set (30.37 feet from centerline) at the beginning of a circular curve to the left; run thence leaving said East right-of-way line and along said curve having a chord bearing of N 41° 18' 26" W, a radius of 71.00 feet, an arc length of 268.52 feet, and a chord length of 134.78 feet to a 1/2" rebar set on the North right-of-way line of Ironwood Lane (30.28 feet from centerline); run thence S 56° 04' 43" W along said North right-of-way line for a distance of 12.16 feet to a 1/2" rebar set (25.00 feet from centerline); run thence along said North right-of-way line (25.00 feet from centerline) as follows: S 81° 48' 32" W for a distance of 106.70 feet to a 1/2" rebar set; run thence S 77° 23' 43" W for a distance of 115.18 feet to a 1/2" rebar set; run thence North 39°27'56" East leaving said North right-of-way line for a distance of 153.36 feet to a 1/2" rebar set; run thence North 00°06'54" West for a distance of 417.25 feet to a 1/2" rebar set; run thence South 89°44'32" East for a distance of 904.47 feet to a 1/2" rebar found; run thence South 89°45'34" East for a distance of 1,023.18 feet to the Point of Beginning of this description. Said tract contains 45.40 acres or 1,977,635.33 ft^2, more or less.

Tract 2 Description: A tract of land being a fraction of the Northeast Quarter (NE 1/4) of Section 16, Township 8 South, Range 3 West, Lafayette County, Mississippi; being described in more detail as follows:

Commencing from a cotton picker spindle found marking the Northeast corner of Section 16, Township 8 South, Range 3 West, Lafayette County, Mississippi; run thence South 74°16'04" West for a distance of 2,176.07 feet to a 1/2" rebar set on the South right-of-way line of Ironwood Lane (25.00 feet from centerline), said rebar being the Point of Beginning of this Description; run thence along said South right-of-way line as follows: N 77° 23' 43" E for a distance of 177.41 feet to a 1/2" rebar set (25.00 feet from centerline); run thence N 81° 48' 32" E for a distance of 90.03 feet to a 1/2" rebar set (25.00 feet from centerline); run thence S 61° 45' 28" E for a distance of 16.63 feet to a 1/2" rebar set (34.87 feet from centerline) at the beginning of a circular curve to the left; run thence leaving said South right-of-way line and along said curve having a chord bearing of S 42° 35' 18" E, a radius of 71.00 feet, an arc length of 42.79 feet, and a chord length of 42.14 feet to a 1/2" rebar set on the West right-of-way line of Olive Branch Way (33.02 feet from centerline); run thence S 28° 09' 17" E along said West right-of-way line for a distance of 14.71 feet to a 1/2" rebar set (25.00 feet from centerline) at the beginning of a circular curve to the left; run thence along said West right-of-way line (25.00 feet from centerline) as follows: along said curve having a chord bearing of S 17° 41' 05" E, a radius of 260.66 feet, an arc length of 193.14 feet, and a chord length of 188.75 feet to a 1/2" rebar set; run thence S 38° 50' 49" E for a distance of 168.93 feet to a 1/2" rebar set at the beginning of a circular curve to the right; run thence along said curve having a chord bearing of S 20° 31' 15" E, a radius of 143.71 feet, an arc length of 91.93 feet, and a chord length of 90.37 feet to a 1/2" rebar set; run thence S 02° 11' 42" E for a distance of 400.34 feet to a 1/2" rebar set; run thence S 00° 08' 23" W for a distance of 248.06 feet to a 1/2" rebar set; run thence South 00°01'43" East for a distance of 10.16 feet to a 1/2" rebar set at the beginning of a circular curve to the left; run thence leaving said West right-of-way line and along the Northwest right-of-way line of Olive Branch Way (25.00 feet from centerline) as follows:

along said curve having a radius of 138.50 feet, an arc length of 157.12 feet, a chord bearing of South 32°31'39" East and a chord length of 148.83 feet to a 1/2" rebar set; run thence South 65°01'35" East for a distance of 68.91 feet to a 1/2" rebar set at the beginning of a circular curve to the right, run thence along said curve having a radius of 155.75, an arc length of 421.40 feet, a chord bearing of South 12°29'04" West and a chord length of 304.13 feet to a 1/2" rebar set; run thence South 89°59'43" West for a distance of 192.34 feet to a 1/2" rebar set at the beginning of a circular curve to the right; run thence along said curve having a radius of 75.00 feet, an arc length of 65.42 feet, a chord bearing of North 65°00'56" West and a chord length of 63.37 feet to a 1/2" rebar set; run thence North 40°01'35" West for a distance of 285.39 feet to a 1/2" rebar set at the beginning of a circular curve to the left; run thence along said curve having a radius of 55.00 feet, an arc length of 86.39 feet, a chord bearing of North 85°01'35" West and a chord length of 77.78 feet to a 1/2" rebar set; run thence South 49°58'25" West for a distance of 46.00 feet to a 1/2" rebar set at the beginning of a circular curve to the left; run thence along said curve having a radius of 55.00 feet, an arc length of 86.39 feet, a chord bearing of South 04°58'25" West and a chord length of 77.78 feet leaving said Northwest right-of-way line (25.00 feet from centerline) to a 1/2" rebar set on the South right-of-way line of Olive Branch Way (25.00 feet from centerline); run thence South 40°01'35" East along said South right-of-way line for a distance of 28.00 feet to a 1/2" rebar set (25.00 feet from centerline) at the beginning of a circular curve to the left; run thence leaving said South right-of-way line and along said curve having a radius of 55.00 feet, an arc length of 86.39 feet, a chord bearing of South 85°01'35" East and a chord length of 77.78 feet to a 1/2" rebar set on the East right-of-way line (25.00 feet from centerline) of the aforementioned Olive Branch Way; run thence North 49°58'25" East along said East right-of-way line for a distance of 37.00 feet to a 1/2" rebar set (25.00 feet from centerline); run thence South 85°01'35" East leaving said East right-of-way line for a distance of 19.80 feet to a 1/2" rebar set on the South right-of-way line (25.00 feet from centerline) of the aforementioned Olive Branch Way; run thence along said South right-of-way line (25.00 feet from centerline) as follows: South 40°01'35" East for a distance of 188.39 feet to a 1/2" rebar set at the beginning of a circular curve to the left; run thence along said curve having a radius of 125.00 feet, an arc length of 109.04 feet, a chord bearing of South 65°00'56" East and a chord length of 105.61 feet to a 1/2" rebar set; run thence North 89°59'43" East for a distance of 190.82 feet to a 1/2" rebar set at the point of intersection of said South right-of-way line of Olive Branch Way (25.00 feet from centerline) and the West right-of-way line of the aforementioned Grove Hill Drive (25.00 feet from centerline); run thence along said West right-of-way line (25.00 feet from centerline) as follows: South 00°01'35" East leaving said South right-of-way line for a distance of 257.24 feet to a 1/2" rebar set at the beginning of a circular curve to the right; run thence along said curve having a radius of 95.00 feet, an arc length of 82.90 feet, a chord bearing of South 24°58'25" West and a chord length of 80.30 feet to a 1/2" rebar set; run thence South 49°58'25" West for a distance of 101.91 feet to a 1/2" rebar set; run thence North 44°34'12" West leaving said West right-of-way line of Grove Hill Drive for a distance of 865.73 feet to a 1/2" rebar set; run thence North 32°40'46" East for a distance of 169.89 feet to a 1/2" rebar set; run thence North 44°59'20" East for a distance of 73.38 feet to a 1/2" rebar set; run thence North 68°10'58" East for a distance of 69.87 feet to a 1/2" rebar set; run thence North 87°46'20" East for a distance of 84.40 feet to a 1/2" rebar set; run thence South 74°30'36" East for a distance of 60.59 feet to a 1/2" rebar set; run thence South 45°02'30" East for a distance of 96.31 feet to a 1/2" rebar set; run thence North 48°33'54" East for a distance of 147.04 feet to a 1/2" rebar set; run thence North 00°34'11" West for a distance of 684.08 feet to a 1/2" rebar set; run thence North 39°46'05" West for a distance of 298.66 feet to a 1/2" rebar found; run thence North 50°54'27" West for a distance of 278.92 feet to a 1/2" rebar found; run thence N 39° 27' 56" E for a distance of 10.73 feet to the Point of Beginning of this description. Said tract contains 12.52 acres or 545,350.58 ft^2, more or less.

Mayor and Board of Alderman.....
% Oxford Planning Commission
Courthouse Square
Oxford, MS 38655

June 30, 2025

Dear Mayor and Board:

My name is Beth Fitts. I have lived in the Christman Drive neighborhood of Oxford for 40 years. My late husband, DeDe Fitts, and our two children have been a part of this neighborhood as well, and we have owned rental property in the vicinity. I live on 3 acres next to the proposed development. I love this neighborhood and the good and dependable people who have lived here for years and have contributed much to the Oxford Community.

After a neighborhood meeting at my house, I am writing on behalf of my neighbors as well as voicing my own heart in support of the proposal to remove the 10 acres beside my house and the Rowandale Condominium Community behind my house from the Blackberry PUD and to support the requests to rezone the property to Neighborhood Residential.

In recent months I believe this area of town has changed significantly with developments in the near vicinity as evidenced by The Lamar, Chickasaw Creek, and the Colonnade. Of course, we know of many other such developments around Oxford. I believe with the careful attention of the Mayor, the Alderman, the Planning Commission, and the City staff (several of whom I have spoken to during this process), that the neighborhood will survive and thrive.

I have had numerous conversations with George Haymens and with Peyton Adams, and I trust they and the Developer they represent will take care of the needs of our neighborhood.

The Developers have promised to do the following items listed below. If you will make those parts of your recommendations and accept these requests, then they have my support and the support of the neighborhood in proceeding to rezone to Neighborhood Residential. The items promised follow:

Construct sidewalks along Christman Drive throughout their property line to North Lamar. We also request they have gutters and curbs as the city normally recommends. (We ask you to consider adding curbs and gutters on the other side of the road if there is room and put lines down the center - needed because of the increase in traffic. These would be more like the Rowendale plan on Christman Drive.

1) Widen Christman Drive by at least 5 feet in areas shown on the development drawing. This road has some dangerous spots because of the narrow width and drop-offs.

2) Locate the main entrance to the development as close to North Lamar as the site plan will allow. Redesign the entrance onto Lamar for more visibility and less height. Add a turn lane there as well.
3) Relocate the common amenities to the existing Rowandale Parcel. We note the dog park at the BACK of the 10 acres on the drawing as acceptable if necessary.
4) Plot a minimum of 60 feet of buffer of UNDISTURBED trees between my north line and theirs.
5) Develop a stormwater retention plan for run off that is not part of the buffer mentioned above - no "pools" for water near the buffer zone.
6) Arrange condo units toward the side and back as shown in the plans we received and single-family unit houses more toward the neighborhood and my property.
7) Save as many trees as possible with no clear-cutting of the 10 acres.
8) Put sidewalks along Christman Drive throughout their property to North Lamar. The neighborhood requests curbs and gutters with the sidewalks - and a center line to help with increased traffic safety. This would look more like the Rowendale plan on the far end of Christman. (One neighbor requests consideration of sidewalks on both sides if space permits.) NOTE: At some point, we would like to talk about adding sidewalks for the current middle part, realizing we might need to give up some right-of way to make that happen.)

Most importantly, we were told this development would be structured for high-end quality ($400,000-$530,000) individual sales - not public rental and not student housing by lease/rent. This is a HUGE part of our agreement to this proposal. We ask that you make it a top priority.

Thank you for your service to our city and for the excellent work you have done in the past. Our Christman Drive neighborhood trusts you with this endeavor.

Sincerely,

Beth L. Fitts

Trent Lott

64 County. Road

Oxford, MS 38655

June 16, 2025

Mayor Tannehill:

I am working with a group of alumni and interested parties that have been attempting to rezone a property that will be beneficial to Oxford Student Housing issues and create a boutique solution that has been requested and encouraged by the University.

I would like to encourage your support for the mild rezoning of the 10 acres next to Rowandale from Suburban Residential (SR) to Neighborhood Residential (NR). The purpose of this request is to fairly zone the property consistent with all of it adjoining properties and to accommodate the growth of the neighborhood on the North side of Oxford.

This rezoning request will allow row style houses vs detached only houses in the current zoning. There is a modest increase in density but will allow for large, wooded buffers between any single family residential.

Please consider that Mayor and Boards approval of this project will allow our team to move forward in establishing an immediate need to university staff, assistant professors, and others that have been impacted by the lack of supply and increased housing costs.

Should you need any additional information from me please feel free to contact me or my assistant Jennifer Roberts who is cc’d on this email.

Sincerely,

Trent Lott

Frank A. Wood, III

Christman Drive

Oxford, MS 38655

Re: Case Nos. 3244 and 3245
10 Acres adjoining Rowandale

Dear Mayor Tannehill and Mr. Rigby:

I am Frank Wood, III and a resident of 428 Christman Drive. I am writing in support of the upcoming matters before your respective Boards and Commissions. The applications request to remove the 10 Acre (Final Phase of Rowandale Condominium) from the Blackberry Hills PUD and to rezone the underlying property from SR to NR.

As an attorney, familiar with title and real estate law, I have looked over these issues, reviewed the applications, discussed the intended uses with the developer's team, met with my neighbors, aldermen and other stake holders. After much discussion, my family urges your support of the rezoning and PUD removal applications.

We believe the neighborhood has significantly changed for the better since the conversion from Highland Square to Rowandale Condominiums. Crime has decreased, property values have increased, infrastructure has improved and other intangibles.

All you have to do is drive around the North Lamar- Chickasaw-Christman circle to see the new construction and growth. Furthermore, the additions Chickasaw Creek, the Colonnade, the Lamar and the strengthened infrastructure along Molly Barr and Highway 30 emphasize that this area is poised for continued growth. Although our family is one of the last few homesteaded families on Christman, we know that it is time for change and that our neighborhood has changed and will continue to change. Accordingly, we believe this development will have positive impacts that will improve infrastructure, add sidewalks, increase availability of utilities and other benefits. We are aware of increased traffic, but it is a tradeoff we are willing to make.

I greatly appreciate the Developer's professional team calling, coming to meet with me and my neighbors, and reaching out to make sure we understood the application and to see if we had any questions. We believe this has been a collaborative effort and join in Mrs. Fitt's recommendation.

May 22, 2012

Christopher Kritzman
Chance Properties
5256 Peachtree Rd.
Atlanta, GA 30341

RE: *Notice of Approval*
Request: Special Exception
Case: #1634 - 100 Grove Hill Dr.

Dear Sir:

Please be advised that the Board of Adjustment in regular session on April 9, 2012 has approved your request for Special Exception to amend Blackberry Hills Planned Unit Development, Oxford, Mississippi.

Approval of your request for Case #1634 was approved with the following conditions:

1. That all improvements to Cristman Drive be completed as directed by the Director of Public Works, and;
2. Permits for the project be issued within 18 months from the date of final approval or the Special Exception is voided, and;
3. Commercial uses depicted on the presented conceptual site plan be limited to the uses permitted in the (NB) Neighborhood Business District, and;
4. Turn lanes be constructed at all points of access to the project from Molly Barr Road.

Sincerely,

Tim Akers,
City Planner

Case 1634

Applicant: Christopher Kritzman
Chance Properties
5256 Peachtree Road
Atlanta, GA
404-861-8063

208 UNITS
~~582 residents~~
~~738 beds~~ 737 BEDS

Developer: Same

Request: Special Exception request to amend Blackberry Hills Planned Unit Development (PUD)

Location: 100 Grove Hill Drive (north of Molly Barr Road west of Cristman Drive)

GROVE HILL

Zoning History: The Blackberry Hills PUD was approved by Planning Commission on October 10, 2005 and by the Board of Aldermen on February 7, 2006

Planner's Comments: The original Blackberry Hills PUD was a 262 acreage project predominately residential in use with 28 acres of mixed use. The property owners were BMT Properties and Alumni Properties. Since approval of the original PUD, approximately 39 residential structures have been completed on property owned by Alumni Properties. The applicant, Chance Properties, has an option on the Alumni Properties portion of Blackberry Hills and is requesting not only to amend the Alumni portion of the PUD but to add an additional 20 acres on the north side of the original PUD.

Commercial uses in a planned unit development shall not constitute over 25 % of the land area and land area occupied by residents, business, public and other buildings and accessory structures shall not exceed 45 % of the total land area of such development. Further, planned unit developments shall provide at least 20 % of the parcel proposed for passive or active recreational purposes. Except for commercial, the development densities for the amended portion of the PUD are less than approved in the original PUD. The commercial uses in the original PUD constituted 10.7% of the total land area and the commercial uses in the amended PUD (not including the additional 20 acres to the north) will constitute 11 % of the total land area.

Findings and Conditions: If the Planning Commission finds granting the Special Exception would not adversely affect the public interest staff would recommend approval with the following conditions:

1. all improvements to Cristman Drive shall be completed as directed by the Director of Public Works and;

2. permits for the project shall be issued within 18 months from the date of final approval or the Special Exception is voided and;

3. commercial uses depicted on the presented conceptual site plan shall be limited to the uses permitted in the (NB) Neighborhood Business District and;

4. turn lanes shall be constructed at all points of access to the project from Molly Barr Road and;

5. the $10,000 voluntary contribution to the city shall be used for improvements to the pedestrian pathway and/or transit capital expenses associate with provision of service to the development.

APPLICATION FOR SPECIAL EXCEPTION
City of Oxford
107 Courthouse Square, Oxford, MS 38655

Applicant's Name Chance Partners

Mailing Address 5256 Peachtree Rd, Suite 135, Atlanta, GA. 30341

Address of Property in Question 100 Grove Hill Drive

Telephone Number (s) Day 404-861-8063 Night 404-861-8063

Interest in Property ( ) Owner ( ) Leaseholder (X) Option to Purchase

(X) Other Under Contract

Application for Special Exception is being made under Section 150 of the Zoning Ordinance

Property is zoned Planned Unit Development (PUD)

Describe in detail the proposed Special Exception being sought We are requesting the PUD be amended as detailed on the site plan to allow for mixed use zoning.

Explain how the proposed Special Exception would be in harmony with the character of the neighborhood and not detrimental to other property or persons in the neighborhood

The existing community stalled with only 39 of 151 lots being developed; the land had been clear cut. The new development will complete construction & install landscaping that will compliment the existing & surrounding neighborhood(s). It will also help minimize site erosion & run-off, provide 75% greenspace & add value to the surrounding neighborhoods.

Attach a map or sketch of what you propose including applicable measurements along with a $100.00 filing fee payable to the City of Oxford.

Signature of Applicant [signature] Date 3-22-12

FOR CITY USE ONLY

Date Filed _____ Filing Fee Paid $_____

Date of Public Hearing _____

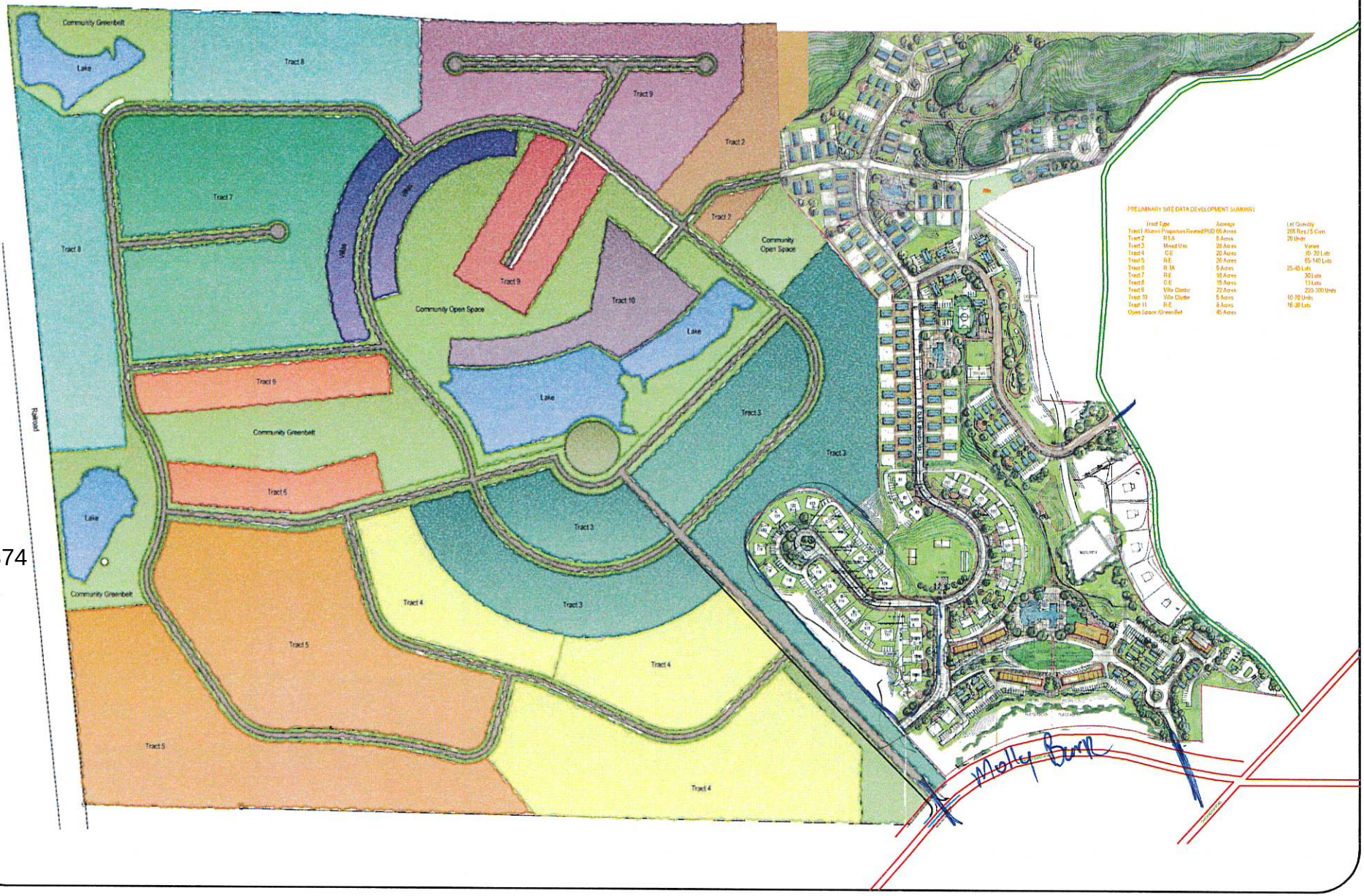
Decision of Board of Adjustment _____

_____

_____

Effective Date _____

_____ _____
Zoning Administrator Date



WILLIAMS ENGINEERING CONSULTANTS, INC.
Professional Engineers | Professional Land Surveyors
725 NORTH LAMAR BOULEVARD, SUITE A
P.O. BOX 1197 OXFORD, MISSISSIPPI 38655
662.236.0575

Black Berry Hills
A Planned Unit Development
Molly Barr Road
Oxford, Mississippi

REVISION	DATE

Scale: NTS
Date: April 9, 2012
File:
Proj.No.: SD-112119
Drawn By:
Checked By:
Sheet Title:

Sheet No.: 1

EXHIBIT-A

Proposed Mix

Residential Unit Type	# Units	# Beds	Sq. Ft.	Total Sq. Ft.
Flats	4	2	1,292	5,168
Cottages	26	2	1,320	34,320
	50	3	1,428	71,400
	49	4	1,670	81,830
	20	5	1,870	37,400
Townhomes	8	3	1,472	11,776
	2	3	1,557	3,114
	8	3	1,520	12,160
	2	3	1,588	3,176
Existing	39	4	2,100	81,900
Residential Total	***208***			***342,244***

Commercial Unit Type	# Units	Total Sq. Ft.
Commercial Space	5	54,300
Commercial Total	***5***	***54,300***

Roads & Parking	Total Sq. Ft.
Roads & Parking Total	***396,200***

Amenity Total	Total Sq. Ft.
Amenity Total	***11,500***

Greenspace Total	Total Sq. Ft.
Greenspace	***2,082,216***

City Limits
Planned Unit Development
SUBJECT PROPERTY
City Limits
University of Mississippi
& City of Oxford (Zoned Public Open)
MOLLY BARR RD
MS HWY 30
CHICKASAW RD
MCELROY DR
LAUREL GROVE
N LAMAR BLVD
OLD HWY 7
SANDY CV
PECAN CV
SAGE CV
EAGLE SPRING RD
CHOCTAW DR
CHEROKEE DR
ST GEORGES LN
PARK DR
WEBB ST

The Highlands at Oxford

A Planned Unit Development
Chance Partners, LLC
Section 16, Township 8 South, Range 3 West
City of Oxford, Lafayette County, Mississippi

The Highlands at Oxford ("Highlands" or "The Highlands") is a portion of an existing planned unit development (PUD)(Blackberry Hills) that proposes a diverse mix of 2-, 3-, 4-, and 5-bedroom residential and commercial uses (further defined in Exhibit-A). The proposed concept will not only complement, but will vastly improve upon the existing buildings and community currently known as "Grove Hill".

The Highlands plan is to create a New Urbanist community that offers its audience a unique, highly-amenitized residential and retail lifestyle. The community will center on a town square offering a mid-density blend of retail, townhomes, flats-above-retail, a community clubhouse, amenity areas including a pool and ample, lush landscaping. The town square façade will offer buildings of varying height that will offer visual delight and form cohesive building lines traditionally associated with the downtown Oxford Square area.

The town square elevations will consist of a mix of brick, stucco and wood siding to reflect the character of the historic Oxford area. There are proposed cantilevered porches with standing seam roofs that are components of early turn of the century small town residential brownstone buildings. There will be on-site parking for each resident, with parking generally set behind the building(s) to help create and promote a more pedestrian-friendly environment.

Town square retailers will be limited to the types of businesses that would locate in the Neighborhood Business & Professional Office Districts, and likely include an urban market and a coffee shop. Additional retail space in the town square will be occupied by amenities typically reserved for community clubhouses, including the fitness center, business center and movie theatre. The purpose of moving these amenities out of the clubhouse and into the town square is to help create a more lively street presence.

Moving away from the town square, density transitions from mid-to-low as townhomes become less prevalent and give way to more single-family-home, cottage-style structures. The cottages will be evenly spread throughout the community outside of the town square, and will generally be clustered together in groups of 2-4 to help create pocket neighborhoods within the community. Similar to the town square residences, parking will typically be set behind the cottages. The cottages will be constructed with a mix of wood siding and brick and will generally offer sweeping front, side and/or rear porch areas.

Interspersed amongst the cottages will be more an amazing mix of residential amenities that include; two pools, two dog parks, a basketball and tennis court, walking/jogging/fitness/bike trails and vast greenspace. The amenities are an integral part of the overall development far exceeding the 20% required by code. The 72.5% amenity / greenspace offers the Highlands' residents a setting different from all other developments in the area.

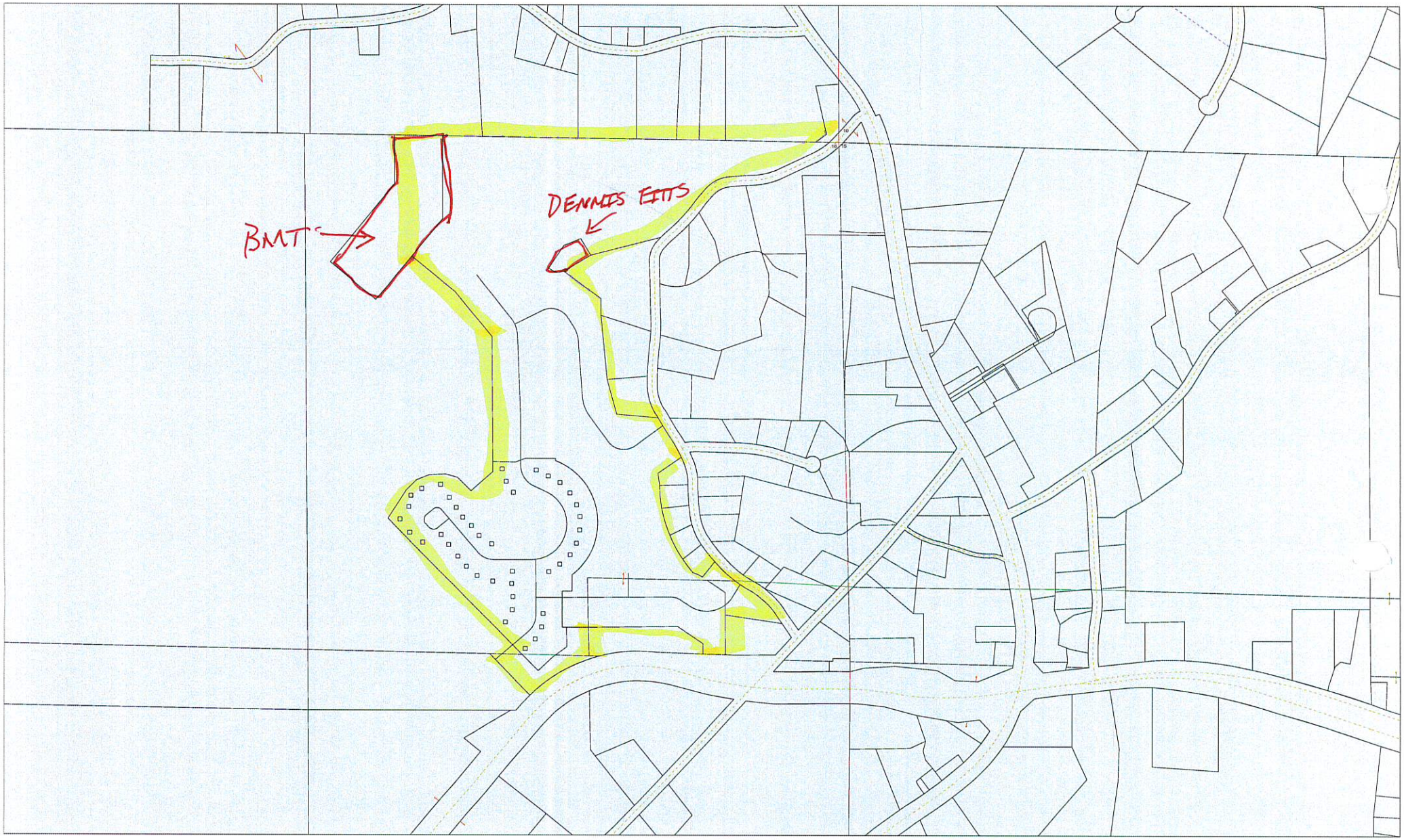
The Developer is dedicated to promoting safety for The Highlands residents, visitors, neighbors and passersby. The developer is actively working on a traffic impact study and hopes to have the results to share very soon; however, regardless of the results of that study, the Developer proposes installing a northbound left-turn lane into the Highlands community, at their cost, from Molly Barr Road. It's the Developer's hope that this turn lane will improve safety when entering and leaving the community.

Additionally, in an effort to reduce traffic counts, encourage alternate means of transportation and promote a healthier lifestyle, the Developer proposes contributing $10,000 toward the installation of safety lights and call boxes on the bike and walking trail that leads from Molly Barr Road to the Depot.

OXFORD MISSISSIPPI – NORTHERN PARCEL
20 ACRES
OXFORD MISSISSIPPI – SOUTHERN PARCEL
45.9 ACRES
OXFORD MISSISSIPPI – PARCEL TOTAL
60 ACRES
RVA
REESE VANDERBILT
Keith A Vanderbilt - Architect
100 50 0 100 200
The Highlands of Oxford
Oxford, Mississippi
Revised - April 2, 2012
HIGHLANDS COTTAGE
OXFORD MISSISSIPPI

OXFORD MISSISSIPPI – NORTHERN PARCEL
20 ACRES
OXFORD MISSISSIPPI – SOUTHERN PARCEL
45.9 ACRES
OXFORD MISSISSIPPI – PARCEL TOTAL
60 ACRES
The Highlands of Oxford
Oxford, Mississippi
Revised - April 2, 2012
HIGHLANDS COTTAGE
OXFORD MISSISSIPPI
Keith A Vanderbilt Architects

Lafayette County, Mississippi



Monday, March 26, 2012 9:56 AM

This plan only revises the Highlands portion of the Black Berry Hills PUD consisting of tract 1 a portion of tract 2 and tract 11 of the Conceptual Master Development Plan for Black Berry Hills a planned unit development Dated September 18, 2005 as on file in City Hall Oxford MS

information shown for phases other than those of the highlands portion of the Black Berry Hills PUD were taken from the Conceptual Master Development Plan for Black Berry Hills a planned unit development Dated September 18, 2005 as on file in City Hall Oxford, MS

PRELIMINARY SITE DATA DEVELOPMENT SUMMARY

Tract	Type	Acreage	Lot Quantity
Tract 1	The Highlands	50.76 Acres	266 Lots
	Commercial	1.25 Acres	5 Buildings
	Green Space	66.00 Acres Total	Acres & Preserve Recreation
Tract 1, Part of Tract 2, Tract 11			
Tract 2	R-A	4.81 Acres	20 Units
Tract 3	Mixed Use	28 Acres	Varies
Tract 4	C-E	20 Acres	10 -20 Lots
Tract 5	R-E	36 Acres	95-140 Lots
Tract 6	R-1A	9 Acres	25-45 Lots
Tract 7	R-E	18 Acres	30 Lots
Tract 8	C-E	15 Acres	13 Lots
Tract 9	Villa Cluster	22 Acres	220-300 Units
Tract 10	Villa Cluster	5 Acres	10-70 Units
Open Space /Green Belt		45 Acres	

Black Berry Hills

A Planned Unit Development

Molly Barr Road

Oxford, Mississippi

REVISION	DATE

Scale: NTS

Date: April 9, 2012

File:

Proj.No.: SD-112119

Drawn By:

Checked By:

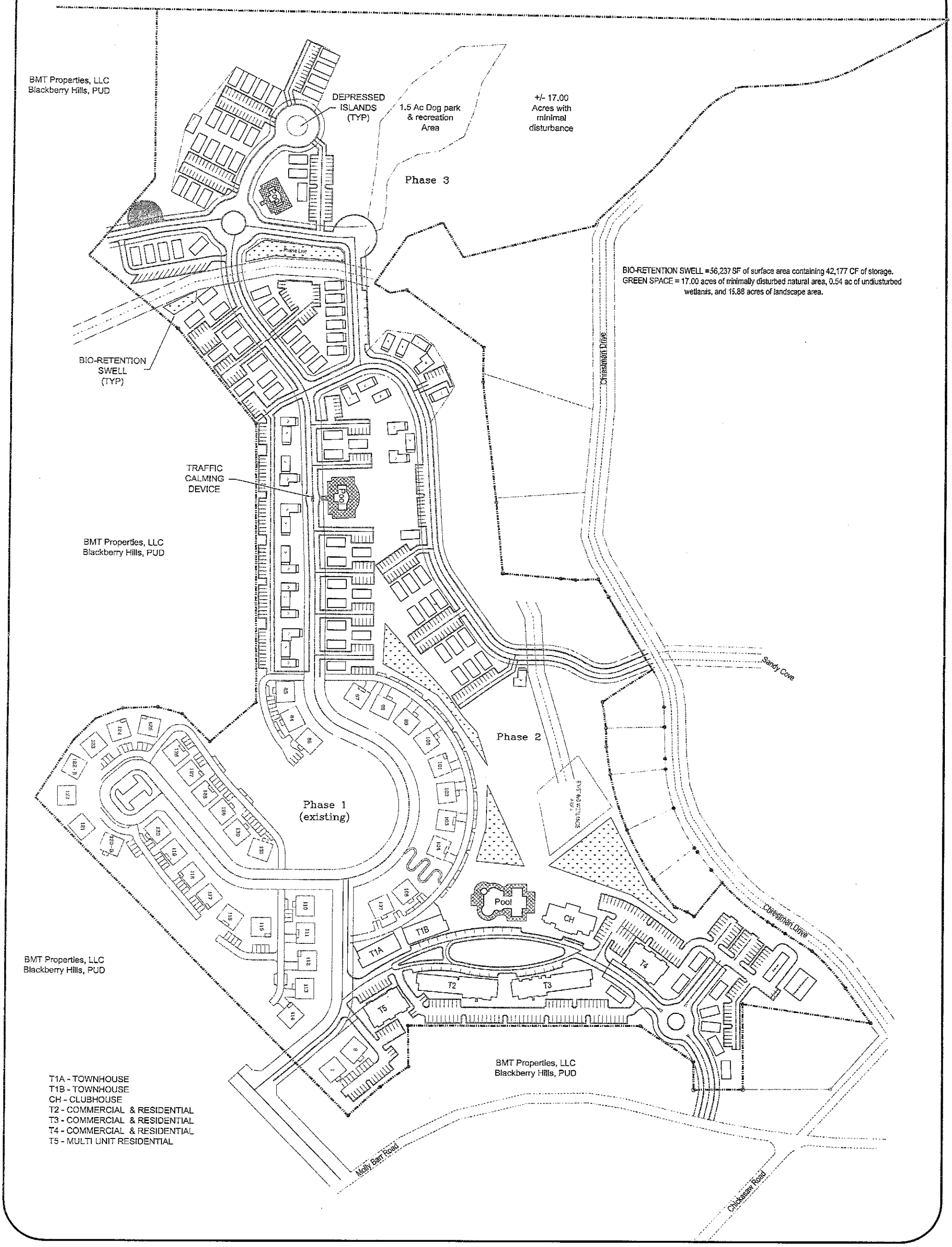
Sheet Title:

Sheet No.: 1

WILLIAMS ENGINEERING CONSULTANTS, INC.

Professional Engineers | Professional Land Surveyors

720 NORTH LAMAR BOULEVARD, SUITE A
P.O. BOX 1197 OXFORD, MISSISSIPPI 38655
662.236.9675



Sheet Title: Overall Layout

Sheet No.: 2

Scale: 1" = 100'

Date: April 25, 2012

Proj.No.: SD-12119

Drawn By: EDJ

Checked By: EDJ

REVISION	DATE

Preliminary Plan For:

Grove Hill Development of Blackberry Hills, PUD

Molly Barr Road & Chrestman Drive

City of Oxford, Lafayette County, Mississippi

WILLIAMS ENGINEERING CONSULTANTS, INC.
Professional Engineers | Professional Land Surveyors
250 NORTH LAMAR BOULEVARD, SUITE A
P.O. BOX 1197 OXFORD, MISSISSIPPI 38655
662.238.9676

BUILDING T2 ELEVATIONS (CONCEPTUAL)

1/16" = 1'-0"

BUILDING T3 ELEVATIONS (CONCEPTUAL)

1/16" = 1'-0"

REESE·VANDERBILT & ASSOCIATES
1200 ABERNATHY RD.
17TH FLOOR,
SUITE 1700
ATLANTA GEORGIA
30328
P 404.879.2001
www.reesevanderbilt.com
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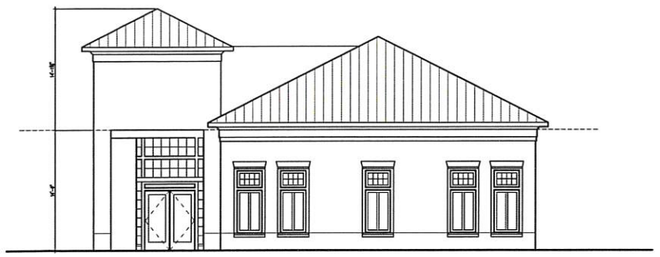
HIGHLANDS COTTAGE

OXFORD MISSISSIPPI

ELEVATIONS

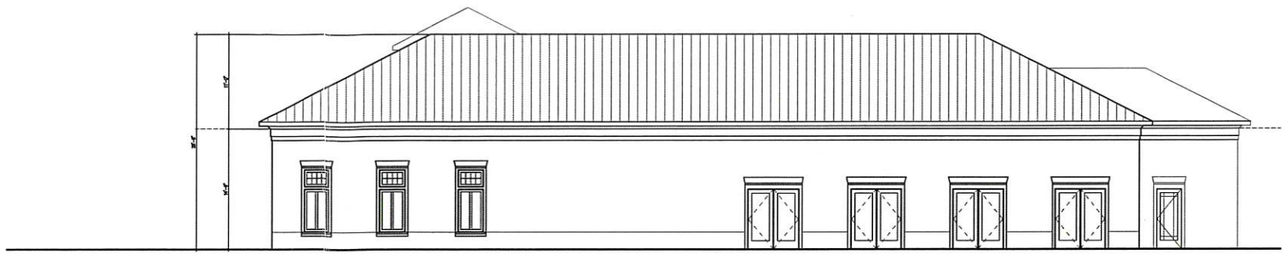
GRAY REESE
Principals-in-Charge
Gray Reese
Project Designer
James Hansell
Project Architect
Keith Vanderbilt
Project Manager
Drawn By
File Plot Date
File Path

Project No.
AS NOTED
Scale
TH2-TH3
Drawing No.



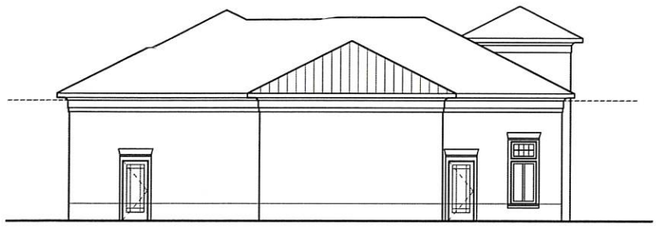
CLUB HOUSE SIDE EVATION

1/8" = 1'-0"



CLUB HOUSE BACK EVATION

1/8" = 1'-0"



CLUB HOUSE SIDE ELEVATION

1/8" = 1'-0"

CLUB HOUSE FRONT ELEVATION

1/8" = 1'-0"

FRONT ELEVATION

4 BED HOUSE

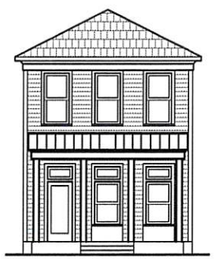
1/8" = 1'-0"

FRONT ELEVATION

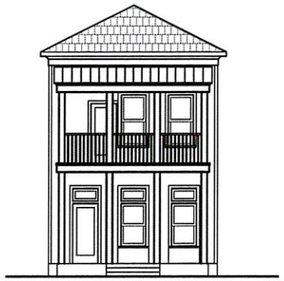
5 BED HOUSE

1/8" = 1'-0"

SIDE ELEVATION



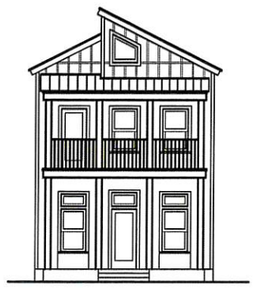
FRONT ELEVATION 'A'



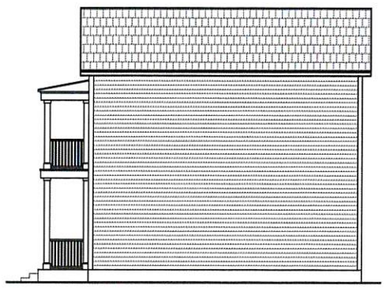
FRONT ELEVATION 'B'

3 BED HOUSE

1/8" = 1'-0"



FRONT ELEVATION

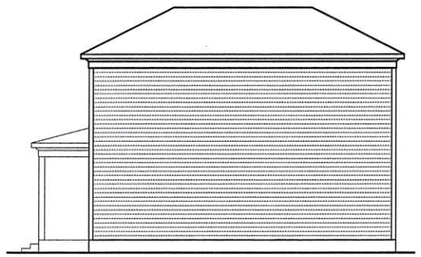


SIDE ELEVATION

2 BED HOUSE ALTERNATE

1/8" = 1'-0"

FRONT ELEVATION



SIDE ELEVATION

2 BED HOUSE

1/8" = 1'-0"

REESE·VANDERBILT
& ASSOCIATES
1200 ABERNATHY RD.
17TH FLOOR,
SUITE 1700
ATLANTA GEORGIA
30328
P 404.879.2001
www.reesevanderbilt.com
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HIGHLANDS COTTAGE

OXFORD MISSISSIPPI

ELEVATIONS

GRAY REESE
Principal-in-Charge
Gray Reese
Project Designer
James Hampel
Project Architect
Keith Vanderbilt
Project Manager
Drawn By
Title Plot Date
Title Path

Project No.
AS NOTED
Scale
A1
Drawing No.

OXFORD
PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Aldermen

From: Ben Requet, AICP, Planning Director

Date: August 19, 2025

Re: First Reading of a Zoning Map Amendment request (Case #3253) by Elizabeth Fitts, to rezone +/- .44 acres from Suburban Residential (SR) to Neighborhood Residential (NR) for property located on Christman Road. (PPIN #30663)

Request: This is a request for a Zoning Map Amendment to change the underlying zoning from (SR) Suburban Residential to (NR) Neighborhood Residential for approximately +/- .44 acres in the northeastern most portion of the PUD. At the August 11, 2025, Planning Commission meeting, after determining that there was sufficient change in the character of the neighborhood and that there was a public need, Commissioner Latimer made a motion to recommend approval of the requested rezoning to the Mayor and Aldermen that was seconded by Commissioner Brasfield. The motion carried with a unanimous vote 6-0 vote. Therefore, the Commission recommended approval of the requested rezoning.

The Blackberry Hills Planned Unit Development (PUD) received its initial approval in October 2005, was annexed into the City of Oxford in 2006, and underwent an amendment in April 2012. Development to date has focused primarily on residential uses, though the plan also designates certain areas for mixed-use purposes. Substantial progress has been made along Molly Barr Road and adjacent northern sections, featuring a combination of attached and detached homes in both cottage and townhouse designs. In contrast, the southwestern sections of the property remain largely undeveloped. The zoning established for this PUD aligns with the approved plat, supporting a blend of residential options and commercial mixed-use spaces.

In 2012, only approximately 39 residential structures were constructed in the Grove Hill Condominium development on property then owned by Alumni Properties, and a new developer, Chance Properties, approached the City to not only amend the Alumni Properties portion of the Blackberry Hills PUD, but to also add an additional 20 acres on the north side of the original PUD. The proposed modification introduced changes to the PUD plan that enabled the Highland Square Development, encompassing all existing development in the area. This includes additional detached homes, duplexes, townhomes, and multi-family residences, some of which incorporate commercial mixed-use spaces. In 2022, the Rowandale Residential Common Interest Development (RCID) was established. Many of the homes, previously leased by a single entity, were sold individually.

In this request, the applicant is seeking a Zoning Map Amendment to change the underlying zoning from (SR) Suburban Residential to (NR) Neighborhood Residential for approximately 10 acres in the northeastern most portion of the PUD. The applicant is also seeking another Zoning Map Amendment, the subject of Case #3245, to remove all the Rowandale property and the northeastern 10 acres from the Blackberry Hills PUD.

State Requirements for Rezoning:
The criteria to rezone property are cited in a number of Mississippi cases and are as follows:
"Before a zoning board reclassifies property from one zone to another, there must be proof either:
(1) that there was a mistake in the original zoning, or (2) (a) that the character of the neighborhood has changed to such an extent as to justify reclassification, and (b) that there was a public need for rezoning." (Burdine v. City of Greenville, 1999).

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

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

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

The neighborhood surrounding the subject property has experienced significant changes due to various developments and infrastructure improvements. The proposed dissolution of the Blackberry Hills PUD is a critical change that allows the property to be aligned with its intended future land use under the Traditional Neighborhood Development (TND) plan. Additionally, nearby NEW neighborhood developments, such as Colonnade, the Lamar Sullivan's Marketplace, a 25,000-square-foot grocery store within 1 mile, and the pending Chickasaw Creek Condominium Development at 3115 Chickasaw Road, approximately 0.1 miles away, reflect the increasing demand for residential and commercial development.

The Blackberry Hills "PUD" was never properly created, as has been documented multiple times to staff and attorneys, under MS Law. It has been problematic and ambiguous and there have been multiple attempts to understand it by staff, owners and developers since inception. Even the prior owners did not know what they had or what could be done. Removing all 220 Rowandale parcels and the 10 Acres from the "PUD" allows the City and new owner to work together without complication or ambiguity on who can do what. Upon successful rezoning and

removal or the Rowandale and its adjacent subject property from the existing “PUD” the Callicutt parcel will be the only owner left in Blackberry Hills and unencumbered to work with the City Planning Department and Aldermen to develop a new PUD Document and Plat, without interference from other potential PUD Owners.

These changes justify the need to rezone the property to better align with the area's evolving character and growth in population, density, in fill development and infrastructure improvements.

In addition to the physical changes in the surrounding area, the proposed rezoning aligns with the Traditional Neighborhood Development (TND) principles outlined in Oxford’s Vision 2037 Comprehensive Plan. The plan encourages higher-density, walkable, and connected neighborhoods that blend housing types and are located near commercial services and schools. The proximity of the subject property to infrastructure improvements, such as the roundabout at Molly Bar Road, new OUT Bus stops, the new commercial services at Sullivan’s Marketplace, and the nearby Chickasaw Creek attached condominium development, make this rezoning particularly suitable.

The Comprehensive Plan emphasizes connectivity and proximity to commercial amenities, as well as the public need for housing to accommodate Oxford’s growing population, particularly from the University of Mississippi. The rezoning to Neighborhood Residential (NR) helps fulfill these objectives by enabling higher-density residential development that supports Oxford’s sustainable and compact growth goals.

Mistake:
There is not a mistake in this instance.

Additional Staff Comments:
The applicant points out that there have been changes in the character of the neighborhood partly attributed to development nearby or in close proximity to this site, and with infrastructure changes, particularly to Molly Barr Road with the installation of a new roundabout at Chickasaw, in addition to the multiple roundabouts constructed on Highway 30 in front of the Colonnade Crossing development. It is also important to note that the City of Oxford plans to commence construction of a new roundabout, replacing the traffic signal, at the intersection of Molly Barr Road and North Lamar this fall. This area continues to develop with housing and a mixed-use commercial center has been approved near this site.

During the Comprehensive rezoning in 2017, Staff met with one of the owners of the Blackberry Hills PUD about removing the PUD designation due to inactivity of the development and due to the lack of detailed information to facilitate the development of the PUD. While the owner was receptive to the conversation, ultimately it was determined by the owners of the property to keep the PUD in place. Staff evaluated the proposed uses in the PUD plan and assigned land uses it felt most appropriate and consistent with the proposed Land Development Code.

Blackberry Hills is one of Oxford’s earliest PUDs. Since the initial approval of this PUD in 2005, Oxford’s Land Development Code has become more sophisticated, especially with respect to PUDs. Staff believes that the information provided with the Blackberry Hills PUD, as approved

and amended, lacks critical information necessary for it to develop. Staff has met with many developers interested in Blackberry Hills but the lack of information has proven to be a continued barrier with its development. Ultimately, this is a primary reason Staff proposed removing the PUD designation to one of the owners in 2017.

The proposed change in use will facilitate additional density, and building types that are not otherwise allowed in the Suburban Residential District. Neighborhood Residential allows up to 9 units per acre (compared to 6 in Suburban Residential), and it allows for the construction of detached, and attached units (including duplex, triplex, quadplex units and townhomes). This zoning is consistent with the surrounding area. 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.

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

Planning Commission Meeting (August 11, 2025)

A link to the recording of the August 11th, 2025, Planning Commission meeting is provided below. As this meeting was held on Tuesday, the draft minutes are still in production. Two residents, Diane Vinson and Denise Hammer, provided comments about a natural spring that exists in this area and concerns of development potentially impacting the spring, and also concerns about tree removal in Oxford.

Case #3253 – Blackberry Hills Fitts .44 Acres Rezoning (This item should begin at 29:40)

Planning Commission Recommendation:

At the August 11, 2025, Planning Commission meeting, after determining that there was sufficient change in the character of the neighborhood and that there was a public need, Commissioner Latimer made a motion to recommend approval of the requested rezoning to the Mayor and Aldermen that was seconded by Commissioner Brasfield. The motion carried with a unanimous vote 6-0 vote.

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

OXFORD
PLANNING
DEPARTMENT

Case 3253

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

Applicant: Elizabeth Fitts
Owner: Same
Request: Zoning Map Amendment to change the underlying zoning from (SR) Suburban Residential to (NR) Neighborhood Residential
Location: Northwood Trails & Christman Road (PPIN #30663)
Zoning: PUD - Planned Unit Development; underlying zoning (SR) Suburban Residential

Surrounding Zoning:
North: County A1
South, West & East: (NR) Neighborhood Residential & (TNB) Traditional Neighborhood Business

Case History: Case #1634 – PUD Amendment – April 2012
Case #1253 – Site Plan Approval – November 2005
Case #1236 – Special Exception, Allowed PUD – October 2005

Planning Comments: The Blackberry Hills Planned Unit Development (PUD) received its initial approval in October 2005, was annexed into the City of Oxford in 2006, and underwent an amendment in April 2012. Development to date has focused primarily on residential uses, though the plan also designates certain areas for mixed-use purposes. Substantial progress has been made along Molly Barr Road and adjacent northern sections, featuring a combination of attached and detached homes in both cottage and townhouse designs. In contrast, the southwestern sections of the property remain largely undeveloped. The zoning established for this PUD aligns with the approved plat, supporting a blend of residential options and commercial mixed-use spaces.

In 2012, only approximately 39 residential structures were constructed in the Grove Hill Condominium development on property then owned by Alumni Properties, and a new developer, Chance Properties, approached the City to not only amend the Alumni Properties portion of the Blackberry Hills PUD, but to also add an additional 20 acres on the north side of the original PUD. The proposed modification introduced changes to the PUD plan that enabled the Highland

Square Development, encompassing all existing development in the area. This includes additional detached homes, duplexes, townhomes, and multi-family residences, some of which incorporate commercial mixed-use spaces. In 2022, the Rowandale Residential Common Interest Development (RCID) was established. Many of the homes, previously leased by a single entity, were sold individually.

At the July 2025 Planning Commission meeting, the Planning Commission recommended approval of a similar rezoning for 10 acres surround this property (Case #3244), and a rezoning (Case #3245) to remove the same 10 acres, plus all of the Rowandale property from the Blackberry Hills PUD.

In this request, the applicant is seeking a Zoning Map Amendment to change the underlying zoning from (SR) Suburban Residential to (NR) Neighborhood Residential for approximately .44 acres in the northeastern most portion of the PUD. The applicant is also seeking another Zoning Map Amendment, the subject of Case #3254, to remove this from the Blackberry Hills PUD.

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

The neighborhood surrounding the subject property has experienced significant changes due to various developments and infrastructure improvements. The proposed dissolution of the Blackberry Hills PUD is a critical change that allows the property to be aligned with its intended future land use under the Traditional Neighborhood Development (TND) plan. Additionally, nearby NEW neighborhood developments, such as Colonnade, the Lamar Sullivan's Marketplace, a 25,000-square-foot grocery store within 1 mile, and the pending Chickasaw Creek Condominium Development at 3115 Chickasaw Road, approximately 0.1 miles away, reflect the increasing demand for residential and commercial development.

The Blackberry Hills "PUD" was never properly created, as has been documented multiple times to staff and attorneys, under MS Law. It has been problematic and ambiguous and there have been multiple attempts to understand it by staff, owners and developers since inception. Even the prior owners did not know what they had or what could be done. Removing all 220 Rowandale parcels and the 10 Acres from the "PUD" allows the City and new owner to work together without complication or ambiguity on who can do what. Upon successful rezoning and removal or the Rowandale and its adjacent subject property from the existing "PUD" the Callicutt parcel will be the only owner left in Blackberry Hills and unencumbered to work with the City Planning Department and Aldermen to develop a new PUD Document and Plat, without interference from other potential PUD Owners.

These changes justify the need to rezone the property to better align with the area's evolving character and growth in population, density, in fill development and infrastructure improvements.

In addition to the physical changes in the surrounding area, the proposed rezoning aligns with the Traditional Neighborhood Development (TND) principles outlined in Oxford's Vision 2037 Comprehensive Plan. The plan encourages higher-density, walkable, and connected neighborhoods that blend housing types and are located near commercial services and schools. The proximity of the subject property to infrastructure improvements, such as the roundabout at Molly Bar Road, new OUT Bus stops, the new commercial services at Sullivan's Marketplace, and the nearby Chickasaw Creek attached condominium development, make this rezoning particularly suitable.

The Comprehensive Plan emphasizes connectivity and proximity to commercial amenities, as well as the public need for housing to accommodate Oxford's growing population, particularly from the University of Mississippi. The rezoning to Neighborhood Residential (NR) helps fulfill these objectives by enabling higher-density residential development that supports Oxford's sustainable and compact growth goals.

Mistake:
There is not a mistake in this instance.

Additional Staff Comments:
The applicant points out that there have been changes in the character of the neighborhood partly attributed to development nearby or in close proximity to this site, and with infrastructure changes, particularly to Molly Barr Road with the installation of a new roundabout at Chickasaw, in addition to the multiple roundabouts constructed on Highway 30 in front of the Colonnade Crossing development. It is also important to note that the City of Oxford plans to commence construction of a new roundabout, replacing the traffic signal, at the intersection of Molly Barr Road and North Lamar this fall. This area continues to develop with housing and a mixed-use commercial center has been approved near this site.

During the Comprehensive rezoning in 2017, Staff met with one of the owners of the Blackberry Hills PUD about removing the PUD designation due to inactivity of the development and due to the lack of detailed information to facilitate the development of the PUD. While the owner was receptive to the conversation, ultimately it was determined by the owners of the property to keep the PUD in place. Staff evaluated the proposed uses in the PUD plan and assigned land uses it felt most appropriate and consistent with the proposed Land Development Code.

Blackberry Hills is one of Oxford's earliest PUDs. Since the initial approval of this PUD in 2005, Oxford's Land Development Code has become more sophisticated, especially with respect to PUDs. Staff believes that the information provided with the Blackberry Hills PUD, as approved and amended, lacks critical information necessary for it to develop. Staff has met with many developers interested in Blackberry Hills but the lack of information has proven to be a continued barrier with its development. Ultimately, this is a primary reason Staff proposed removing the PUD designation to one of the owners in 2017.

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

Underlying Rezoning Request & Removal from Blackberry Hills PUD

August 4, 2025

PPIN
30663

Parcel ID 135C-16-032.48

Beth Fitts' Out Parcel

Beth Fitts- Owner

Rezoning Application Narrative

The above picture of the .058-acre parcel (PPIN 30663) is less than ½ acre parcel still remaining in SR. The Neighborhood around Molly Barr and Christman Road (Shown above) has changed significantly due to recent explosion of development along North Lamar, Molly Barr and Christman Rd, evolving neighborhood conditions, zoning misalignments, and development pressures, as outlined in the rezoning request. The differences can be summarized as follows:

1. **Zoning Misalignment and PUD Dissolution**:

    - **Current State**: The property is zoned Suburban Residential (SR) and is allegedly part of the Blackberry Hills Planned Unit Development (PUD). However, legal research and professional MURP opinions reveal that the Blackberry Hills PUD designation is legally questionable, at best, despite carry over references in the City Code, as it has not ever followed the MS statutory requirements, lacks a formal written PUD agreement, amendment procedures, or a properly prepared legal survey (plat). The "PUD" was attempted to be established when the property straddled city and county jurisdictions, with minimal professional oversight, rendering it outdated and unworkable. It has been like the other PUDs a problem for City Planners for years.

    - **Proposed Change**: The rezoning seeks to change the zoning to Neighborhood Residential (NR), aligning with surrounding properties and also the partial dissolution of the Blackberry Hills PUD allowing the sole remaining 140+/- acre adjacent parcel to the West of Rowandale ("Callicutt Parcel") to control its destiny and fix the PUD by working with the City on a proper and statutorily correct PUD Agreement, Plan and Plat. This shift removes ambiguous restrictions and allows the property to integrate with the Traditional Neighborhood Development (TND) vision, which promotes higher-density, mixed-use, and walkable communities. This request will remove the last parcel from the PUD

other than the Callicutt Property (pending the Board of Aldermen approval in August, 2025 for the adjoining property removal and rezoning).

- **Difference**: The property's current SR zoning and "PUD" designation are relics of an earlier, less coordinated planning era. The proposed NR zoning reflects current planning standards and the surrounding area's NR zoning, enabling development that matches the modern neighborhood character.

2. **Evolving Neighborhood Character**:

- **Past Conditions**: When originally zoned, the area included undeveloped land, gullies, and wooded drainage, with limited commercial or high-density residential development. The Blackberry Hills "PUD" and SR zoning were based on a suburban, low-density model. That model does not work any longer in this development climate or with the obvious and unquestionable change in this neighborhood.

- **Current Conditions**: The neighborhood now includes **Mixed-Use/Attached Developments**:

    1. Rowandale (adjacent parent parcel) features coffee shops, professional offices, and consumer-based commercial spaces. The Lamar Development includes a commercial district and high-density multifamily housing and mixed uses of attached and detached housing.

    2. Colonnade less than ¾ of a mile away has taken a similar site and turned into a mixed use development of the highest caliber with both apartment, attached housing, commercial, retail, restaurant, shopping and other uses.

    3. THE LAMAR…SIGNIFIGANT CHANGE IN NEIGHBORHOOD? You decide…. less than .5 miles away. See picture below. This also used to be a gully surrounded by the Chickasaw single family neighborhood houses….

Credit. Site plan rendering from The Lamar website

- **New Commercial Amenities**: Sullivan's Marketplace (a 25,000-square-foot grocery store within 1 mile) and the proposed Chickasaw Creek

Condominium Development (LESS than 0.2 miles away, with 35 attached units) reflect growing commercial and residential density.

- **Infrastructure Upgrades**: Molly Barr and North Lamar have seen significant improvements, including roundabouts and enhanced traffic flow, supporting increased development capacity.

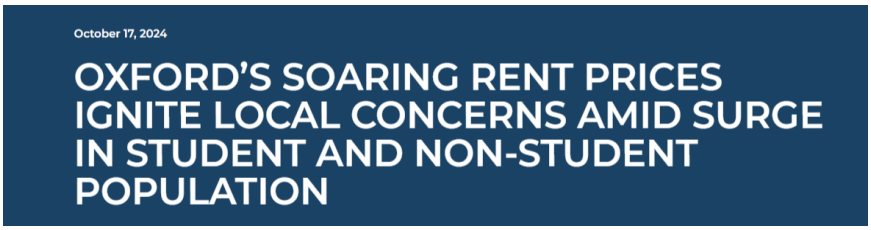
- **Recent Projects**: Developments like The Archive, The Julep, Marlowe Condos, Sole, and Village Station indicate a shift toward higher-density, mixed-use neighborhoods.

The property in question here, under its current zoning, literally outlaws attached dwellings – requiring detached homes only and requiring more trees to be cut and more land to be cleared to develop. 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.

- **Difference**: The neighborhood has transitioned from a low-density, semi-rural area to a vibrant, mixed-use hub with enhanced infrastructure and amenities, necessitating zoning that supports attached housing and higher density (NR) rather than detached-only, low-density development (SR).

3. **Housing Demand and Public Need**:
   - **Past Context**: At the time of the original zoning, Oxford's housing demand was less acute, and University of Mississippi enrollment growth was less aggressive.

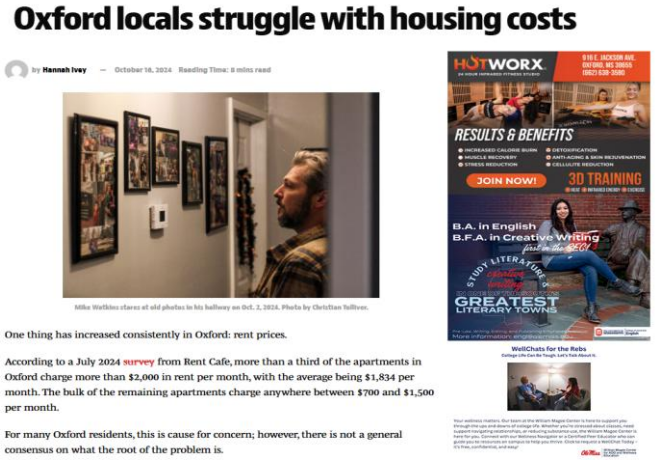
   - **Current Context**: The narrative highlights a housing crisis driven by:



     - University enrollment growth (3,000 additional students in the latest class, with a projected 30,000 students in 10 years).
     - Loss of housing stock (1,156 beds removed via University master leases, plus 540 beds from Kincannon Hall's demolition and 737 beds from Crosby Hall's upcoming closure).
     - Population growth (24% projected by 2030, following a 102% increase since 2000).
     - Rising home values (median over $300,000) and a rental housing shortage.

   - **Proposed Solution**: The requested NR zoning allows for attached housing (e.g., row houses) that can meet immediate rental needs (via a master lease end user) and convert to single-family homes in the future, unlike SR zoning, which restricts development to detached homes only.

- **Difference**: The property's current SR zoning does not address Oxford's housing crisis or support flexible, high-density development. The NR zoning aligns with the public need for diverse housing options to accommodate students, professionals, and families. Additionally, the SR Zoning is not large enough, on its own, to be developed and would create significant planning restraints given the NR nature of the surrounding properties.



Oxford locals struggle with housing costs

by Hannah Ivey — October 16, 2024 Reading Time: 8 mins read

Mike Watkins stares at old photos in his hallway on Oct. 2, 2024. Photo by Christian Sullivan.

One thing has increased consistently in Oxford: rent prices.

According to a July 2024 survey from Rent Cafe, more than a third of the apartments in Oxford charge more than $2,000 in rent per month, with the average being $1,834 per month. The bulk of the remaining apartments charge anywhere between $700 and $1,500 per month.

For many Oxford residents, this is cause for concern; however, there is not a general consensus on what the root of the problem is.

4. **Development Feasibility and Environmental Considerations**:

   - **Current Limitations**: SR zoning requires detached homes, necessitating more land clearing and grading, which could disrupt the property's slopes and tree canopy.

   - **Proposed Benefits**: NR zoning allows attached units, reducing the need for extensive land disturbance and enabling development that preserves greenspaces and uses existing topography. The narrative emphasizes compliance with Oxford's tree mitigation and environmental ordinances.

   - **Difference**: The rezoning shifts the development approach from a resource-intensive, low-density model to a sustainable, higher-density model that better preserves environmental features while meeting housing needs.

February 20, 2025

OXFORD STUDENTS FACE HOUSING CHALLENGES AMID RISING ENROLLMENT

5. **Alignment with Comprehensive Plan**:

   - **Past Plan**: The original zoning and "PUD" were not fully aligned with Oxford's Vision 2037 Comprehensive Plan, which emphasizes TND principles like walkability, connectivity, and mixed-use development.
   - **Current Alignment**: The proposed NR zoning supports TND goals by enabling higher-density residential development near commercial amenities (e.g., Sullivan's Marketplace, 2 minutes away) and infrastructure (e.g., Molly Barr

roundabout). It facilitates connectivity to Rowandale, public streets, sidewalks, and amenities like pools and pickleball courts.

- **Difference**: The current SR zoning is inconsistent with the Comprehensive Plan's vision, while NR zoning ensures the property contributes to Oxford's sustainable, connected growth strategy.

Connection to Rezoning Justifications

The differences outlined above directly tie to the rezoning justifications provided in both the application, questions and community input and support:

- **Changes in Neighborhood Character**: The narrative and prior input highlight the dissolution of the Blackberry Hills "PUD", new developments (e.g., Colonnade, Rowandale, The Lamar, the Bluffs, Chickasaw Creek Condominiums), and infrastructure improvements (e.g., Molly Barr and Chickasaw roundabouts), which have transformed the area into a higher-density, mixed-use hub. NR zoning reflects this evolution, unlike the outdated SR zoning.

- **Public Need**: The housing crisis, driven by University growth and population increases, underscores the need for NR zoning to allow flexible, high-density housing. The narrative's mention of a master lease end user aligns with the immediate demand for rental housing.

- **Anomaly**: The SR zoning is an anomaly, as the property is surrounded by NR-zoned parcels. The narrative notes this as potential "spot zoning," and at a minimum a zoning map problem created by the misunderstanding of the PUD regime across all 200 original acres. Rezoning to NR corrects this misalignment, ensuring consistency with adjacent properties and the TND vision, especially in light of recent adjoining property Planning Commission Recommendations.

- **Legal and Planning Compliance**: The rezoning meets Mississippi's "change and mistake" rule, as the neighborhood's character has evolved significantly since the SR designation. Oxford's ordinances and Vision 2037 Comprehensive Plan further support NR zoning as a means to achieve sustainable growth.

University housing adapts to increase in student population

by Kharley Redmon — August 25, 2024 Reading Time: 7 mins read

The UM student move in team helps parents and students unload vehicles outside of HC South on Aug 15.

Photo by Mavis Ramirez.

Three consecutive years of record-breaking freshman classes has caused the University of Mississippi to expand housing options and has created uncertainty for students as they sit on housing waitlists and struggle to find off-campus accommodations.

When Assistant Vice Chancellor and Director of Student Housing John Yaun joined the university in 2019, there was a strategic plan for student housing.

"Because of all the changes, much of that strategic plan is almost obsolete or not

Over 50 Years of Experience
Hon. Dwight N. Ball
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Defense of Persons charged or arrested for: DUI, Public Drunk, MIP, Disorderly Conduct, Fake I.D., Possession of Drugs, & MORE
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662-234-7777 • dwightnball@dwightnball.com
104 Courthouse Square Oxford, Mississippi 38655

Legal and Administrative Criteria

Change and Mistake Rule

The rezoning meets the legal standards required by Mississippi's rezoning laws. The impact of Highland Square becoming Rowandale (NR Development) and being sold into separate fee simple structures; the development of North Lamar and the Lamar mixed use; the significant pending development of the other sites front Christman and Molly Barr, including, but not limited to Chickasaw Creek Condominium (NR Development), reduction and partial dissolution of the Blackberry Hills "PUD" and the subsequent changes in surrounding developments demonstrate that the neighborhood character has evolved significantly since the most recent zoning designations. This justifies rezoning the property from Suburban Residential (SR) to Neighborhood Residential (NR), ensuring that the property is developed in line with current conditions and future growth expectations.

Compliance with City Ordinances

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.

Further, 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. If that is the case for even more NR parcels with NR and higher density developments can be found with even LESS SR designation. This is just not an SR area anymore and will not be developed to be one based on projects proposed next door that are in the pipeline.

Summary

The graphic depiction of the ½ acre parcel has changed from an undeveloped, low-density-zoned property in a semi-rural context to a site primed for higher-density development within a dynamic, mixed-use neighborhood. The proposed NR zoning:

- Replaces an outdated SR zoning and questionable "PUD" designation.
- Aligns with surrounding NR properties and recent developments like Colonnade, the Lamar, the Bluffs, Rowandale and Chickasaw Creek Condominium.
- Addresses Oxford's housing crisis by enabling attached housing for immediate rental needs and future single-family use.
- Supports sustainable development by minimizing environmental impact.
- Conforms to Vision 2037's TND goals for walkable, connected communities.
- **Traffic Impact**: The narrative confirms that NR zoning will not significantly increase traffic, as new infrastructure (e.g., Molly Barr roundabout) and route preferences (e.g., State Route 7 for northern travel) mitigate congestion risks.
- **Legal Clarity**: Blackberry Hills PUD's lack of formal documentation strengthens the case for rezoning, as it removes ambiguity and aligns with current planning standards.

FILED
STATE OF MISSISSIPPI
LAFAYETTE COUNTY

2007 MAY -8 AM 10:52

CHANCERY CLERK

BY DC

Chancery Clerk
Lafayette County, Mississippi
I certify the instrument
was recorded on
MAY 9 2007 10:17:57AM
Instrument 200704529 Page 1 of 2
Witness my hand and seal
_____ D.C.
Sherry Wall

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **TEN and No/100ths ($10.00) DOLLARS**, cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **ALUMNI PROPERTIES, LLC, an Alabama Limited Liability Company**, does hereby grant, bargain, sell, convey and warrant unto

DENNIS R. FITTS and wife, BETH L. FITTS,
as joint tenants with full rights of survivorship,
and not as tenants in common,

that certain real property, and all appurtenances thereto, lying situate in Lafayette County, Mississippi, particularly described as follows:

A 0.438 acre, more or less, fraction of the Northeast Quarter of Section 16, Township 8 South, Range 3 West, Lafayette County, Mississippi, being more particularly described as follows:

Commencing at a rebar in a ditch on the West line of Lafayette County Road No. 174, located 970.93 feet South and 888.29 feet West of the Northeast Corner of Section 16, Township 8 South, Range 3 West, run along the ditch the following: North 72°16'10" West a distance of 265.34 feet; thence North 00°22'59" East a distance of 84.33 feet; thence North 53°44'44" West a distance of 232.57 feet to the Point of Beginning.

From said Point of Beginning, run thence South 80°13'44" West a distance of 40.68 feet along the ditch; run thence North 59°44'04" West a distance of 43.73 feet along the ditch; run thence, leaving said ditch, North 33°39'11" East a distance of 139.24 feet; run thence North 67°32'48" East a distance of 92.60 feet; run thence South 30°56'46" East a distance of 98.70 feet; run thence South 58°55'10" West a distance of 158.37 feet along the existing Fitts property line to the Point of Beginning.

Ad Valorem taxes for calendar year 2007 shall be borne in full by the Grantor.

The warranty herein contained is subject to, and there is excepted therefrom, any coal, oil, gas or other mineral interests attendant to the subject real property that may have been retained or conveyed by the Grantor's predecessors in title.

WITNESS THE EXECUTION of this instrument on this, the _____ day of April, 2007.

ALUMNI PROPERTIES, LLC,
an Alabama Limited
Liability Company

By: _____
DWIGHT T. BROWN
Member/Manager

STATE OF GEORGIA

COUNTY OF COBB

THIS DAY PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named **DWIGHT T. BROWN**, in his capacity of Member/Manager of **ALUMNI PROPERTIES, LLC, an Alabama Limited Liability Company**, who acknowledged that in such capacity he signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned, for and on behalf of said limited liability company and as its act and deed, having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this, the 30th day of April, 2007.

_____
NOTARY PUBLIC

PEGGY LEDFORD NOTARY PUBLIC COBB COUNTY EXPIRES GEORGIA APRIL 10, 2010

My Commission Expires:
April 10, 2010

ADDRESSES:

Grantees:
P. O. Box 1
Oxford, Mississippi 38655
(662) 234-2244 (h)

Grantor:
2006 Executive Park Dr., Ste
Opelika, Alabama 36801
(334) 742-0809

This instrument prepared by:

William T. Sloan, Lawyer

Mississippi State Bar No. 6845
P. O. Box 913, 1130 North Lamar
Oxford, Mississippi 38655

(662) 234-1667

OXFORD
PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Aldermen

From: Ben Requet, AICP, Planning Director

Date: August 19, 2025

Re: First Reading of a Zoning Map Amendment request (Case #3254) by Elizabeth Fitts, to remove +/- .44 acres from the Blackberry Hills Planned Unit Development for property located on Christman Road. (PPIN #30663)

Request: This is a request for a Zoning Map Amendment to remove approximately +/- .44 acres from the Blackberry Hills Planned Unit Development. At the August 11, 2025, Planning Commission meeting, after determining that there was sufficient change in the character of the neighborhood and that there was a public need, Commissioner Spragins made a motion to recommend approval of the requested rezoning to the Mayor and Aldermen that was seconded by Commissioner Logan. The motion carried with a unanimous vote 6-0 vote. Therefore, the Commission recommended approval of the requested rezoning.

The Blackberry Hills Planned Unit Development (PUD) received its initial approval in October 2005, was annexed into the City of Oxford in 2006, and underwent an amendment in April 2012. Development to date has focused primarily on residential uses, though the plan also designates certain areas for mixed-use purposes. Substantial progress has been made along Molly Barr Road and adjacent northern sections, featuring a combination of attached and detached homes in both cottage and townhouse designs. In contrast, the southwestern sections of the property remain largely undeveloped. The zoning established for this PUD aligns with the approved plat, supporting a blend of residential options and commercial mixed-use spaces.

In 2012, only approximately 39 residential structures were constructed in the Grove Hill Condominium development on property then owned by Alumni Properties, and a new developer, Chance Properties, approached the City to not only amend the Alumni Properties portion of the Blackberry Hills PUD, but to also add an additional 20 acres on the north side of the original PUD. The proposed modification introduced changes to the PUD plan that enabled the Highland Square Development, encompassing all existing development in the area. This includes additional detached homes, duplexes, townhomes, and multi-family residences, some of which incorporate commercial mixed-use spaces. In 2022, the Rowandale Residential Common Interest Development (RCID) was established. Many of the homes, previously leased by a single entity, were sold individually.

In this request, the applicant is seeking a Zoning Map Amendment to change the underlying zoning from (SR) Suburban Residential to (NR) Neighborhood Residential for approximately 10 acres in the northeastern most portion of the PUD. The applicant is also seeking another Zoning Map Amendment, the subject of Case #3245, to remove all the Rowandale property and the northeastern 10 acres from the Blackberry Hills PUD.

State Requirements for Rezoning:
The criteria to rezone property are cited in a number of Mississippi cases and are as follows:
"Before a zoning board reclassifies property from one zone to another, there must be proof either:
(1) that there was a mistake in the original zoning, or (2) (a) that the character of the neighborhood has changed to such an extent as to justify reclassification, and (b) that there was a public need for rezoning." (Burdine v. City of Greenville, 1999).

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

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

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

The neighborhood surrounding the subject property has experienced significant changes due to various developments and infrastructure improvements. The proposed dissolution of the Blackberry Hills PUD is a critical change that allows the property to be aligned with its intended future land use under the Traditional Neighborhood Development (TND) plan. Additionally, nearby NEW neighborhood developments, such as Colonnade, the Lamar Sullivan's Marketplace, a 25,000-square-foot grocery store within 1 mile, and the pending Chickasaw Creek Condominium Development at 3115 Chickasaw Road, approximately 0.1 miles away, reflect the increasing demand for residential and commercial development.

The Blackberry Hills "PUD" was never properly created, as has been documented multiple times to staff and attorneys, under MS Law. It has been problematic and ambiguous and there have been multiple attempts to understand it by staff, owners and developers since inception. Even the prior owners did not know what they had or what could be done. Removing all 220 Rowandale parcels and the 10 Acres from the "PUD" allows the City and new owner to work together without complication or ambiguity on who can do what. Upon successful rezoning and

removal or the Rowandale and its adjacent subject property from the existing “PUD” the Callicutt parcel will be the only owner left in Blackberry Hills and unencumbered to work with the City Planning Department and Aldermen to develop a new PUD Document and Plat, without interference from other potential PUD Owners.

These changes justify the need to rezone the property to better align with the area's evolving character and growth in population, density, in fill development and infrastructure improvements.

In addition to the physical changes in the surrounding area, the proposed rezoning aligns with the Traditional Neighborhood Development (TND) principles outlined in Oxford’s Vision 2037 Comprehensive Plan. The plan encourages higher-density, walkable, and connected neighborhoods that blend housing types and are located near commercial services and schools. The proximity of the subject property to infrastructure improvements, such as the roundabout at Molly Bar Road, new OUT Bus stops, the new commercial services at Sullivan’s Marketplace, and the nearby Chickasaw Creek attached condominium development, make this rezoning particularly suitable.

The Comprehensive Plan emphasizes connectivity and proximity to commercial amenities, as well as the public need for housing to accommodate Oxford’s growing population, particularly from the University of Mississippi. The rezoning to Neighborhood Residential (NR) helps fulfill these objectives by enabling higher-density residential development that supports Oxford’s sustainable and compact growth goals.

Mistake:
There is not a mistake in this instance.

Additional Staff Comments:
The applicant points out that there have been changes in the character of the neighborhood partly attributed to development nearby or in close proximity to this site, and with infrastructure changes, particularly to Molly Barr Road with the installation of a new roundabout at Chickasaw, in addition to the multiple roundabouts constructed on Highway 30 in front of the Colonnade Crossing development. It is also important to note that the City of Oxford plans to commence construction of a new roundabout, replacing the traffic signal, at the intersection of Molly Barr Road and North Lamar this fall. This area continues to develop with housing and a mixed-use commercial center has been approved near this site.

During the Comprehensive rezoning in 2017, Staff met with one of the owners of the Blackberry Hills PUD about removing the PUD designation due to inactivity of the development and due to the lack of detailed information to facilitate the development of the PUD. While the owner was receptive to the conversation, ultimately it was determined by the owners of the property to keep the PUD in place. Staff evaluated the proposed uses in the PUD plan and assigned land uses it felt most appropriate and consistent with the proposed Land Development Code.

Blackberry Hills is one of Oxford’s earliest PUDs. Since the initial approval of this PUD in 2005, Oxford’s Land Development Code has become more sophisticated, especially with respect to PUDs. Staff believes that the information provided with the Blackberry Hills PUD, as approved

and amended, lacks critical information necessary for it to develop. Staff has met with many developers interested in Blackberry Hills but the lack of information has proven to be a continued barrier with its development. Ultimately, this is a primary reason Staff proposed removing the PUD designation to one of the owners in 2017.

The proposed change in use will facilitate additional density, and building types that are not otherwise allowed in the Suburban Residential District. Neighborhood Residential allows up to 9 units per acre (compared to 6 in Suburban Residential), and it allows for the construction of detached, and attached units (including duplex, triplex, quadplex units and townhomes). This zoning is consistent with the surrounding area. 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.

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

Planning Commission Meeting (August 11, 2025)

A link to the recording of the August 11th, 2025, Planning Commission meeting is provided below. As this meeting was held on Tuesday, the draft minutes are still in production.

Case #3254 – Blackberry Hills Fitts .44 Acres Rezoning (This item should begin at 41:01)

Planning Commission Recommendation:

At the August 11, 2025, Planning Commission meeting, after determining that there was sufficient change in the character of the neighborhood and that there was a public need, Commissioner Spragins made a motion to recommend approval of the requested rezoning to the Mayor and Aldermen that was seconded by Commissioner Logan. The motion carried with a unanimous vote 6-0 vote.

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

OXFORD
PLANNING
DEPARTMENT

Case 3254

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

Applicant: Elizabeth Fitts
Owner: Same
Request: Zoning Map Amendment to remove property from Blackberry Hills PUD
Location: Northwood Trails & Christman Road (PPIN #30663)
Zoning: PUD - Planned Unit Development; underlying zoning (SR) Suburban Residential

Surrounding Zoning:
North: County A1
South, West & East: (NR) Neighborhood Residential & (TNB) Traditional Neighborhood Business

Case History: Case #1634 – PUD Amendment – April 2012
Case #1253 – Site Plan Approval – November 2005
Case #1236 – Special Exception, Allowed PUD – October 2005

Planning Comments: The Blackberry Hills Planned Unit Development (PUD) received its initial approval in October 2005, was annexed into the City of Oxford in 2006, and underwent an amendment in April 2012. Development to date has focused primarily on residential uses, though the plan also designates certain areas for mixed-use purposes. Substantial progress has been made along Molly Barr Road and adjacent northern sections, featuring a combination of attached and detached homes in both cottage and townhouse designs. In contrast, the southwestern sections of the property remain largely undeveloped. The zoning established for this PUD aligns with the approved plat, supporting a blend of residential options and commercial mixed-use spaces.

In 2012, only approximately 39 residential structures were constructed in the Grove Hill Condominium development on property then owned by Alumni Properties, and a new developer, Chance Properties, approached the City to not only amend the Alumni Properties portion of the Blackberry Hills PUD, but to also add an additional 20 acres on the north side of the original PUD. The proposed modification introduced changes to the PUD plan that enabled the Highland Square Development, encompassing all existing development in the area. This includes additional

detached homes, duplexes, townhomes, and multi-family residences, some of which incorporate commercial mixed-use spaces. In 2022, the Rowandale Residential Common Interest Development (RCID) was established. Many of the homes, previously leased by a single entity, were sold individually.

At the July 2025 Planning Commission meeting, the Planning Commission recommended approval of a similar rezoning for 10 acres surround this property (Case #3244), and a rezoning (Case #3245) to remove the same 10 acres, plus all of the Rowandale property from the Blackberry Hills PUD.

In this request, the applicant is seeking a Zoning Map Amendment to change remove this property, measuring approximately .44 acres from the Blackberry Hills PUD. The applicant is also seeking another Zoning Map Amendment, the subject of Case #3253, to change the underlying zoning for this property from (SR) Suburban Residential to (NR) Neighborhood 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).

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

The neighborhood surrounding the subject property has experienced significant changes due to various developments and infrastructure improvements. The proposed dissolution of the

Blackberry Hills PUD is a critical change that allows the property to be aligned with its intended future land use under the Traditional Neighborhood Development (TND) plan. Additionally, nearby NEW neighborhood developments, such as Colonnade, the Lamar Sullivan's Marketplace, a 25,000-square-foot grocery store within 1 mile, and the pending Chickasaw Creek Condominium Development at 3115 Chickasaw Road, approximately 0.1 miles away, reflect the increasing demand for residential and commercial development.

The Blackberry Hills "PUD" was never properly created, as has been documented multiple times to staff and attorneys, under MS Law. It has been problematic and ambiguous and there have been multiple attempts to understand it by staff, owners and developers since inception. Even the prior owners did not know what they had or what could be done. Removing all 220 Rowandale parcels and the 10 Acres from the "PUD" allows the City and new owner to work together without complication or ambiguity on who can do what. Upon successful rezoning and removal or the Rowandale and its adjacent subject property from the existing "PUD" the Callicutt parcel will be the only owner left in Blackberry Hills and unencumbered to work with the City Planning Department and Aldermen to develop a new PUD Document and Plat, without interference from other potential PUD Owners.

These changes justify the need to rezone the property to better align with the area's evolving character and growth in population, density, in fill development and infrastructure improvements.

In addition to the physical changes in the surrounding area, the proposed rezoning aligns with the Traditional Neighborhood Development (TND) principles outlined in Oxford's Vision 2037 Comprehensive Plan. The plan encourages higher-density, walkable, and connected neighborhoods that blend housing types and are located near commercial services and schools. The proximity of the subject property to infrastructure improvements, such as the roundabout at Molly Bar Road, new OUT Bus stops, the new commercial services at Sullivan's Marketplace, and the nearby Chickasaw Creek attached condominium development, make this rezoning particularly suitable.

The Comprehensive Plan emphasizes connectivity and proximity to commercial amenities, as well as the public need for housing to accommodate Oxford's growing population, particularly from the University of Mississippi. The rezoning to Neighborhood Residential (NR) helps fulfill these objectives by enabling higher-density residential development that supports Oxford's sustainable and compact growth goals.

Mistake:
There is not a mistake in this instance.

Additional Staff Comments:
The applicant points out that there have been changes in the character of the neighborhood partly attributed to development nearby or in close proximity to this site, and with infrastructure changes, particularly to Molly Barr Road with the installation of a new roundabout at Chickasaw,

in addition to the multiple roundabouts constructed on Highway 30 in front of the Colonnade Crossing development. It is also important to note that the City of Oxford plans to commence construction of a new roundabout, replacing the traffic signal, at the intersection of Molly Barr Road and North Lamar this fall. This area continues to develop with housing and a mixed-use commercial center has been approved near this site.

During the Comprehensive rezoning in 2017, Staff met with one of the owners of the Blackberry Hills PUD about removing the PUD designation due to inactivity of the development and due to the lack of detailed information to facilitate the development of the PUD. While the owner was receptive to the conversation, ultimately it was determined by the owners of the property to keep the PUD in place. Staff evaluated the proposed uses in the PUD plan and assigned land uses it felt most appropriate and consistent with the proposed Land Development Code.

Blackberry Hills is one of Oxford's earliest PUDs. Since the initial approval of this PUD in 2005, Oxford's Land Development Code has become more sophisticated, especially with respect to PUDs. Staff believes that the information provided with the Blackberry Hills PUD, as approved and amended, lacks critical information necessary for it to develop. Staff has met with many developers interested in Blackberry Hills but the lack of information has proven to be a continued barrier with its development. Ultimately, this is a primary reason Staff proposed removing the PUD designation to one of the owners in 2017.

The proposed change will facilitate the development of the property consistent with the underlying zoning of (SR) Suburban Residential, unless a zoning map amendment (Case #3244) is approved by the Mayor and Board of Aldermen. All portions of property west of Rowandale will continue to remain in the Blackberry Hills PUD.

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

Underlying Rezoning Request & Removal from Blackberry Hills PUD

August 4, 2025

PPIN
30663

Parcel ID 135C-16-032.48

Beth Fitts' Out Parcel

Beth Fitts- Owner

Rezoning Application Narrative

The above picture of the .058-acre parcel (PPIN 30663) is less than ½ acre parcel still remaining in SR. The Neighborhood around Molly Barr and Christman Road (Shown above) has changed significantly due to recent explosion of development along North Lamar, Molly Barr and Christman Rd, evolving neighborhood conditions, zoning misalignments, and development pressures, as outlined in the rezoning request. The differences can be summarized as follows:

1. **Zoning Misalignment and PUD Dissolution**:

    - **Current State**: The property is zoned Suburban Residential (SR) and is allegedly part of the Blackberry Hills Planned Unit Development (PUD). However, legal research and professional MURP opinions reveal that the Blackberry Hills PUD designation is legally questionable, at best, despite carry over references in the City Code, as it has not ever followed the MS statutory requirements, lacks a formal written PUD agreement, amendment procedures, or a properly prepared legal survey (plat). The "PUD" was attempted to be established when the property straddled city and county jurisdictions, with minimal professional oversight, rendering it outdated and unworkable. It has been like the other PUDs a problem for City Planners for years.

    - **Proposed Change**: The rezoning seeks to change the zoning to Neighborhood Residential (NR), aligning with surrounding properties and also the partial dissolution of the Blackberry Hills PUD allowing the sole remaining 140+/- acre adjacent parcel to the West of Rowandale ("Callicutt Parcel") to control its destiny and fix the PUD by working with the City on a proper and statutorily correct PUD Agreement, Plan and Plat. This shift removes ambiguous restrictions and allows the property to integrate with the Traditional Neighborhood Development (TND) vision, which promotes higher-density, mixed-use, and walkable communities. This request will remove the last parcel from the PUD

other than the Callicutt Property (pending the Board of Aldermen approval in August, 2025 for the adjoining property removal and rezoning).

- **Difference**: The property's current SR zoning and "PUD" designation are relics of an earlier, less coordinated planning era. The proposed NR zoning reflects current planning standards and the surrounding area's NR zoning, enabling development that matches the modern neighborhood character.

2. **Evolving Neighborhood Character**:

   - **Past Conditions**: When originally zoned, the area included undeveloped land, gullies, and wooded drainage, with limited commercial or high-density residential development. The Blackberry Hills "PUD" and SR zoning were based on a suburban, low-density model. That model does not work any longer in this development climate or with the obvious and unquestionable change in this neighborhood.

   - **Current Conditions**: The neighborhood now includes **Mixed-Use/Attached Developments**:

     1. Rowandale (adjacent parent parcel) features coffee shops, professional offices, and consumer-based commercial spaces. The Lamar Development includes a commercial district and high-density multifamily housing and mixed uses of attached and detached housing.

     2. Colonnade less than ¾ of a mile away has taken a similar site and turned into a mixed use development of the highest caliber with both apartment, attached housing, commercial, retail, restaurant, shopping and other uses.

     3. THE LAMAR…SIGNIFIGANT CHANGE IN NEIGHBORHOOD? You decide…. less than .5 miles away. See picture below. This also used to be a gully surrounded by the Chickasaw single family neighborhood houses….

Credit. Site plan rendering from The Lamar website

- **New Commercial Amenities**: Sullivan's Marketplace (a 25,000-square-foot grocery store within 1 mile) and the proposed Chickasaw Creek

Condominium Development (LESS than 0.2 miles away, with 35 attached units) reflect growing commercial and residential density.

- **Infrastructure Upgrades**: Molly Barr and North Lamar have seen significant improvements, including roundabouts and enhanced traffic flow, supporting increased development capacity.

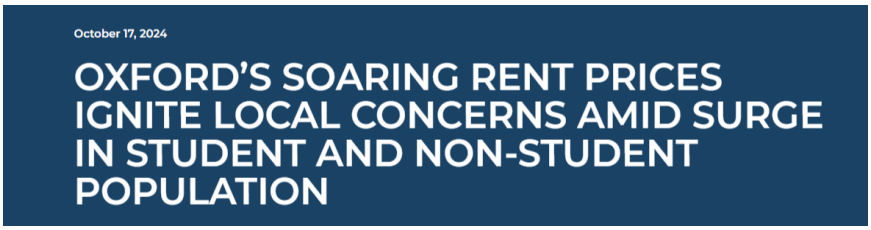
- **Recent Projects**: Developments like The Archive, The Julep, Marlowe Condos, Sole, and Village Station indicate a shift toward higher-density, mixed-use neighborhoods.

The property in question here, under its current zoning, literally outlaws attached dwellings – requiring detached homes only and requiring more trees to be cut and more land to be cleared to develop. 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.

- **Difference**: The neighborhood has transitioned from a low-density, semi-rural area to a vibrant, mixed-use hub with enhanced infrastructure and amenities, necessitating zoning that supports attached housing and higher density (NR) rather than detached-only, low-density development (SR).

3. **Housing Demand and Public Need**:
   - **Past Context**: At the time of the original zoning, Oxford's housing demand was less acute, and University of Mississippi enrollment growth was less aggressive.

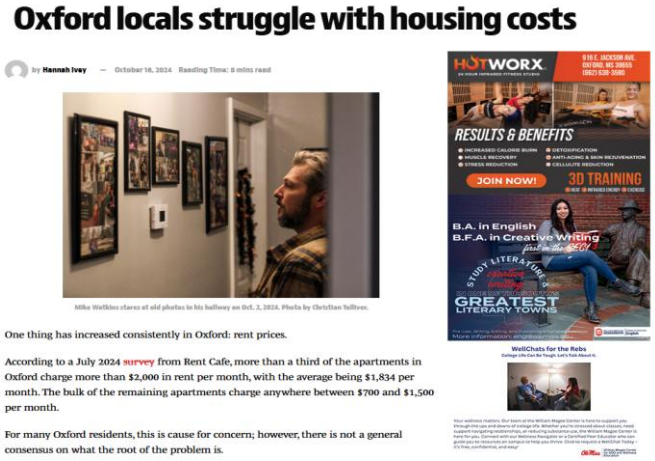
   - **Current Context**: The narrative highlights a housing crisis driven by:



     - University enrollment growth (3,000 additional students in the latest class, with a projected 30,000 students in 10 years).
     - Loss of housing stock (1,156 beds removed via University master leases, plus 540 beds from Kincannon Hall's demolition and 737 beds from Crosby Hall's upcoming closure).
     - Population growth (24% projected by 2030, following a 102% increase since 2000).
     - Rising home values (median over $300,000) and a rental housing shortage.

   - **Proposed Solution**: The requested NR zoning allows for attached housing (e.g., row houses) that can meet immediate rental needs (via a master lease end user) and convert to single-family homes in the future, unlike SR zoning, which restricts development to detached homes only.

- **Difference**: The property's current SR zoning does not address Oxford's housing crisis or support flexible, high-density development. The NR zoning aligns with the public need for diverse housing options to accommodate students, professionals, and families. Additionally, the SR Zoning is not large enough, on its own, to be developed and would create significant planning restraints given the NR nature of the surrounding properties.



Oxford locals struggle with housing costs

by Hannah Ivey — October 16, 2024 Reading Time: 8 mins read

Mike Watkins stares at old photos in his hallway on Oct. 2, 2024. Photo by Christian Sullivan.

One thing has increased consistently in Oxford: rent prices.

According to a July 2024 survey from Rent Cafe, more than a third of the apartments in Oxford charge more than $2,000 in rent per month, with the average being $1,834 per month. The bulk of the remaining apartments charge anywhere between $700 and $1,500 per month.

For many Oxford residents, this is cause for concern; however, there is not a general consensus on what the root of the problem is.

4. **Development Feasibility and Environmental Considerations**:

   - **Current Limitations**: SR zoning requires detached homes, necessitating more land clearing and grading, which could disrupt the property's slopes and tree canopy.

   - **Proposed Benefits**: NR zoning allows attached units, reducing the need for extensive land disturbance and enabling development that preserves greenspaces and uses existing topography. The narrative emphasizes compliance with Oxford's tree mitigation and environmental ordinances.

   - **Difference**: The rezoning shifts the development approach from a resource-intensive, low-density model to a sustainable, higher-density model that better preserves environmental features while meeting housing needs.

5. **Alignment with Comprehensive Plan**:

   - **Past Plan**: The original zoning and "PUD" were not fully aligned with Oxford's Vision 2037 Comprehensive Plan, which emphasizes TND principles like walkability, connectivity, and mixed-use development.
   - **Current Alignment**: The proposed NR zoning supports TND goals by enabling higher-density residential development near commercial amenities (e.g., Sullivan's Marketplace, 2 minutes away) and infrastructure (e.g., Molly Barr

roundabout). It facilitates connectivity to Rowandale, public streets, sidewalks, and amenities like pools and pickleball courts.

- **Difference**: The current SR zoning is inconsistent with the Comprehensive Plan's vision, while NR zoning ensures the property contributes to Oxford's sustainable, connected growth strategy.

Connection to Rezoning Justifications

The differences outlined above directly tie to the rezoning justifications provided in both the application, questions and community input and support:

- **Changes in Neighborhood Character**: The narrative and prior input highlight the dissolution of the Blackberry Hills "PUD", new developments (e.g., Colonnade, Rowandale, The Lamar, the Bluffs, Chickasaw Creek Condominiums), and infrastructure improvements (e.g., Molly Barr and Chickasaw roundabouts), which have transformed the area into a higher-density, mixed-use hub. NR zoning reflects this evolution, unlike the outdated SR zoning.

- **Public Need**: The housing crisis, driven by University growth and population increases, underscores the need for NR zoning to allow flexible, high-density housing. The narrative's mention of a master lease end user aligns with the immediate demand for rental housing.

- **Anomaly**: The SR zoning is an anomaly, as the property is surrounded by NR-zoned parcels. The narrative notes this as potential "spot zoning," and at a minimum a zoning map problem created by the misunderstanding of the PUD regime across all 200 original acres. Rezoning to NR corrects this misalignment, ensuring consistency with adjacent properties and the TND vision, especially in light of recent adjoining property Planning Commission Recommendations.

- **Legal and Planning Compliance**: The rezoning meets Mississippi's "change and mistake" rule, as the neighborhood's character has evolved significantly since the SR designation. Oxford's ordinances and Vision 2037 Comprehensive Plan further support NR zoning as a means to achieve sustainable growth.

University housing adapts to increase in student population

by Kharley Redmon — August 25, 2024 Reading Time: 7 mins read

The UM student move in team helps parents and students unload vehicles outside of HC South on Aug 15.

Photo by Mavis Ramirez.

Three consecutive years of record-breaking freshman classes has caused the University of Mississippi to expand housing options and has created uncertainty for students as they sit on housing waitlists and struggle to find off-campus accommodations.

When Assistant Vice Chancellor and Director of Student Housing John Yaun joined the university in 2019, there was a strategic plan for student housing.

"Because of all the changes, much of that strategic plan is almost obsolete or not

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WellChats for the Rebs

Legal and Administrative Criteria

Change and Mistake Rule

The rezoning meets the legal standards required by Mississippi's rezoning laws. The impact of Highland Square becoming Rowandale (NR Development) and being sold into separate fee simple structures; the development of North Lamar and the Lamar mixed use; the significant pending development of the other sites front Christman and Molly Barr, including, but not limited to Chickasaw Creek Condominium (NR Development), reduction and partial dissolution of the Blackberry Hills "PUD" and the subsequent changes in surrounding developments demonstrate that the neighborhood character has evolved significantly since the most recent zoning designations. This justifies rezoning the property from Suburban Residential (SR) to Neighborhood Residential (NR), ensuring that the property is developed in line with current conditions and future growth expectations.

Compliance with City Ordinances

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.

Further, 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. If that is the case for even more NR parcels with NR and higher density developments can be found with even LESS SR designation. This is just not an SR area anymore and will not be developed to be one based on projects proposed next door that are in the pipeline.

Summary

The graphic depiction of the ½ acre parcel has changed from an undeveloped, low-density-zoned property in a semi-rural context to a site primed for higher-density development within a dynamic, mixed-use neighborhood. The proposed NR zoning:

- Replaces an outdated SR zoning and questionable "PUD" designation.
- Aligns with surrounding NR properties and recent developments like Colonnade, the Lamar, the Bluffs, Rowandale and Chickasaw Creek Condominium.
- Addresses Oxford's housing crisis by enabling attached housing for immediate rental needs and future single-family use.
- Supports sustainable development by minimizing environmental impact.
- Conforms to Vision 2037's TND goals for walkable, connected communities.
- **Traffic Impact**: The narrative confirms that NR zoning will not significantly increase traffic, as new infrastructure (e.g., Molly Barr roundabout) and route preferences (e.g., State Route 7 for northern travel) mitigate congestion risks.
- **Legal Clarity**: Blackberry Hills PUD's lack of formal documentation strengthens the case for rezoning, as it removes ambiguity and aligns with current planning standards.

FILED
STATE OF MISSISSIPPI
COUNTY

2007 MAY -8 AM 10:52

CHANCERY CLERK

BY DC

Chancery Clerk
Lafayette County, Mississippi
I certify the instrument
was recorded on
MAY 9 2007 10:17:57AM
Instrument 200704529 Page 1 of 2
Witness my hand and seal
_____ D.C.
Sherry Wall

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **TEN and No/100ths ($10.00) DOLLARS**, cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **ALUMNI PROPERTIES, LLC, an Alabama Limited Liability Company**, does hereby grant, bargain, sell, convey and warrant unto

DENNIS R. FITTS and wife, BETH L. FITTS,
as joint tenants with full rights of survivorship,
and not as tenants in common,

that certain real property, and all appurtenances thereto, lying situate in Lafayette County, Mississippi, particularly described as follows:

A 0.438 acre, more or less, fraction of the Northeast Quarter of Section 16, Township 8 South, Range 3 West, Lafayette County, Mississippi, being more particularly described as follows:

Commencing at a rebar in a ditch on the West line of Lafayette County Road No. 174, located 970.93 feet South and 888.29 feet West of the Northeast Corner of Section 16, Township 8 South, Range 3 West, run along the ditch the following: North 72°16'10" West a distance of 265.34 feet; thence North 00°22'59" East a distance of 84.33 feet; thence North 53°44'44" West a distance of 232.57 feet to the Point of Beginning.

From said Point of Beginning, run thence South 80°13'44" West a distance of 40.68 feet along the ditch; run thence North 59°44'04" West a distance of 43.73 feet along the ditch; run thence, leaving said ditch, North 33°39'11" East a distance of 139.24 feet; run thence North 67°32'48" East a distance of 92.60 feet; run thence South 30°56'46" East a distance of 98.70 feet; run thence South 58°55'10" West a distance of 158.37 feet along the existing Fitts property line to the Point of Beginning.

Ad Valorem taxes for calendar year 2007 shall be borne in full by the Grantor.

The warranty herein contained is subject to, and there is excepted therefrom, any coal, oil, gas or other mineral interests attendant to the subject real property that may have been retained or conveyed by the Grantor's predecessors in title.

WITNESS THE EXECUTION of this instrument on this, the _____ day of April, 2007.

ALUMNI PROPERTIES, LLC,
an Alabama Limited
Liability Company

By: _____
DWIGHT T. BROWN
Member/Manager

STATE OF GEORGIA

COUNTY OF COBB

THIS DAY PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named **DWIGHT T. BROWN**, in his capacity of Member/Manager of **ALUMNI PROPERTIES, LLC, an Alabama Limited Liability Company**, who acknowledged that in such capacity he signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned, for and on behalf of said limited liability company and as its act and deed, having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this, the 30th day of April, 2007.

_____
NOTARY PUBLIC

PEGGY LEDFORD NOTARY PUBLIC COBB COUNTY GEORGIA EXPIRES APRIL 10, 2010

My Commission Expires:
April 10, 2010

ADDRESSES:

Grantees:
P. O. Box 1
Oxford, Mississippi 38655
(662) 234-2244 (h)

Grantor:
2006 Executive Park Dr., Ste
Opelika, Alabama 36801
(334) 742-0809

This instrument prepared by:

William T. Sloan, Lawyer

Mississippi State Bar No. 6845
P. O. Box 913, 1130 North Lamar
Oxford, Mississippi 38655

(662) 234-1667

OXFORD
PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Aldermen

From: Ben Requet, AICP, Planning Director

Date: August 19, 2025

Re: First Reading of a Zoning Map Amendment request (Case #3255) by Andy Callicutt, to amend the Blackberry Hills Planned Unit Development for property located on Northwood Trails & Christman Road. (PPIN #4975, #5004, #5047, #26268 & #30362)

Request: This is a request for a Zoning Map Amendment to amend the Blackberry Hills Planned Unit Development. At the August 11, 2025, Planning Commission meeting, after determining that there was sufficient change in the character of the neighborhood and that there was a public need, Commissioner Latimer made a motion to recommend approval of the requested rezoning to the Mayor and Aldermen that was seconded by Commissioner Murphy. The motion carried with a unanimous vote 6-0 vote. Therefore, the Commission recommended approval of the requested rezoning.

The Blackberry Hills Planned Unit Development (PUD) received its initial approval in October 2005, was annexed into the City of Oxford in 2006, and underwent an amendment in April 2012. Development to date has focused primarily on residential uses, though the plan also designates certain areas for mixed-use purposes. Substantial progress has been made along Molly Barr Road and adjacent northern sections, featuring a combination of attached and detached homes in both cottage and townhouse designs. In contrast, the southwestern sections of the property remain largely undeveloped. The zoning established for this PUD aligns with the approved plat, supporting a blend of residential options and commercial mixed-use spaces.

In 2012, only approximately 39 residential structures were constructed in the Grove Hill Condominium development on property then owned by Alumni Properties, and a new developer, Chance Properties, approached the City to not only amend the Alumni Properties portion of the Blackberry Hills PUD, but to also add an additional 20 acres on the north side of the original PUD. The proposed modification introduced changes to the PUD plan that enabled the Highland Square Development, encompassing all existing development in the area. This includes additional detached homes, duplexes, townhomes, and multi-family residences, some of which incorporate commercial mixed-use spaces. In 2022, the Rowandale Residential Common Interest Development (RCID) was established. Many of the homes, previously leased by a single entity, were sold individually.

At the July 2025 Planning Commission meeting, the Planning Commission recommended approval of a rezoning for 10 acres east of this property (Case #3244), and a rezoning (Case #3245) to remove the same 10 acres, plus all of the Rowandale property from the Blackberry Hills PUD.

In this request, the applicant is seeking a Zoning Map Amendment to establish a new vision for the remaining +/- 193 acres of the Blackberry Hills PUD. While the underlying zoning remains unchanged, this proposal provides the elements of a PUD that are required in the Land Development Code.

The PUD plan indicates five areas.

- **Area 1** (indicated in light pink on the plan.) measures approximately 1.60 acres with all development being consistent with the Traditional Neighborhood Business standards. This area is located at the entry into the development on Blackberry Hills Parkway, with frontage on Molly Barr Road.

- **Area 2** (indicated in yellow on the plan.) consists of two tracts that are split by a primary road through the development. This area measures approximately 26 acres with all development being consistent with the Suburban Multi-Family standards. This area is located at the entry to the development in the southeast quadrant of the property.

- **Area 3** (indicated in fuchsia on the plan.) consists of four tracts that are split by a primary road and open space in the development. This area measures approximately 141 acres with all development being consistent with the Neighborhood Residential standards. This area encompasses the majority of the development and is located in the center and northern parts of the property.

- **Area 4** (indicated in green on the plan.) consists of three tracts measuring approximately 17.5 acres intended to be used for open space, recreational, pedestrian and cycling facilities and stormwater detention.

- **Area 5** (indicated in gray on the plan.) consists of the public road infrastructure intended for the site. Roads are planned to connect to Blackberry Hills Parkway, Ironwood Lane, and to Dooley Road on the northern portion of the site.

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.

Lack of Clarity in the Original PUD
A key driver behind this modification is the lack of specificity and clarity in the original 2005 PUD documents. The initial approval included only limited information regarding architectural standards, site layout, land use relationships, and pedestrian circulation. As a result, subsequent development within the PUD area occurred without a consistent or enforceable framework, leading to fragmented design outcomes and confusion regarding long-term planning intent. The absence of defined development guidelines has made it challenging for the City to apply uniform standards and for stakeholders to understand what future phases of the project should look like.

This proposed PUD modification addresses those deficiencies by establishing clear and enforceable development standards. These include detailed guidance on permitted uses, building placement, architectural elements, open space integration, and connectivity requirements. The intent is to create a transparent and predictable development process that provides both flexibility and structure as the project continues to build out.

Contextual Changes in the Neighborhood
Since the original approval of the Blackberry Hills PUD in 2005, the surrounding area has undergone significant transformation. The Rowandale development, initially envisioned as part of the PUD, has evolved into a separate condominium association with its own identity, governance, and design guidelines. South of the site, the construction of The Lamar, a mixed-use residential and commercial development, has added density and urban character to the Molly Barr corridor. Infrastructure improvements by the City—including the construction of two modern roundabouts along Molly Barr Road—will significantly enhance traffic flow and safety while supporting the corridor's transition into a key connector within the City's transportation network.

Purpose of the PUD Modification
The proposed PUD modification is intended to bring the revised development into full compliance with the current Land Development Code and to clearly establish updated development parameters for future phases. It introduces modern planning standards for site design, building orientation, open space, multimodal transportation, and architectural character, ensuring clarity and consistency for city officials, developers, and community members.

Vision for the Updated PUD
The revised Blackberry Hills PUD envisions a thoughtfully planned, walkable, and connected community that blends residential, commercial, and mixed-use development. Land uses are intentionally arranged to foster internal connectivity, minimize vehicle dependence, and promote neighborhood-scale amenities. Enhanced pedestrian infrastructure—including widened sidewalks, greenways, and bicycle routes—will support active transportation and increase accessibility.

These improvements align directly with the City of Oxford's Comprehensive Plan and reflect the City's long-term goals of sustainable growth, connectivity, and quality placemaking. The updated PUD provides a clear, adaptable framework that supports the evolving needs of the Oxford community while enhancing the character and cohesion of the surrounding neighborhood.

Mistake:
There is not a mistake in this instance.

Additional Staff Comments:
During the Comprehensive rezoning in 2017, Staff met with one of the owners of the Blackberry Hills PUD about removing the PUD designation due to inactivity of the development and due to the lack of detailed information to facilitate the development of the PUD. While the owner was receptive to the conversation, ultimately it was determined by the owners of the property to keep the PUD in place. Staff evaluated the proposed uses in the PUD plan and assigned land uses it felt most appropriate and consistent with the proposed Land Development Code.

Blackberry Hills is one of Oxford's earliest PUDs. Since the initial approval of this PUD in 2005, Oxford's Land Development Code has become more sophisticated, especially with respect to PUDs. Staff believes that the information provided with the Blackberry Hills PUD, as approved and amended, lacks critical information necessary for it to develop. Staff has met with many developers interested in Blackberry Hills but the lack of information has proven to be a continued barrier with its development. Ultimately, this is a primary reason Staff proposed removing the PUD designation to one of the owners in 2017.

The proposed changes will facilitate the development of this property more consistent with the current Land Development Code. The proposal establishes the uses, bulk requirements, lot coverage, design standards, access and circulation, landscaping and screening, signage, utilities (electric, sanitary sewer and water), and stormwater management for development in the proposed five areas are to be consistent with the Land Development Code. The application also provides a *Project Schedule* for the PUD. Construction of Areas 2, 3 & 5 are to commence in 2025 (pending site plan and subdivision approvals), while Area 1 will commence in 2026. The anticipated date of completion for the full build-out of the PUD is 2035.

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

Planning Commission Meeting (August 11, 2025)

A link to the recording of the August 11th, 2025, Planning Commission meeting is provided below. As this meeting was held on Tuesday, the draft minutes are still in production.

Case #3255 – Blackberry Hills Callicutt Rezoning (This item should begin at 42:41)

Planning Commission Recommendation:

At the August 11, 2025, Planning Commission meeting, after determining that there was sufficient change in the character of the neighborhood and that there was a public need, Commissioner Latimer made a motion to recommend approval of the requested rezoning to the Mayor and Aldermen that was seconded by Commissioner Murphy. The motion carried with a unanimous vote 6-0 vote.

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

OXFORD
PLANNING
DEPARTMENT

Case 3255

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

Applicant: Andy Callicutt
Owner: Same
Request: Zoning Map Amendment to Amend the Blackberry Hills PUD
Location: Northwood Trails & Christman Road (PPIN #4975, #5004, #5047, #26268 & #30362)
Zoning: PUD - Planned Unit Development; underlying zoning (SR) Suburban Residential

Surrounding Zoning:
North: County A1
East: (NR) Neighborhood Residential
South (INST) Institutional-Education
West (INST) Institutional-Public Open Space

Case History: Case #1634 – PUD Amendment – April 2012
Case #1253 – Site Plan Approval – November 2005
Case #1236 – Special Exception, Allowed PUD – October 2005

Planning Comments: The Blackberry Hills Planned Unit Development (PUD) received its initial approval in October 2005, was annexed into the City of Oxford in 2006, and underwent an amendment in April 2012. Development to date has focused primarily on residential uses, though the plan also designates certain areas for mixed-use purposes. Substantial progress has been made along Molly Barr Road and adjacent northern sections, featuring a combination of attached and detached homes in both cottage and townhouse designs. In contrast, the southwestern sections of the property remain largely undeveloped. The zoning established for this PUD aligns with the approved plat, supporting a blend of residential options and commercial mixed-use spaces.

In 2012, only approximately 39 residential structures were constructed in the Grove Hill Condominium development on property then owned by Alumni Properties, and a new developer, Chance Properties, approached the City to not only amend the Alumni Properties portion of the

Blackberry Hills PUD, but to also add an additional 20 acres on the north side of the original PUD. The proposed modification introduced changes to the PUD plan that enabled the Highland Square Development, encompassing all existing development in the area. This includes additional detached homes, duplexes, townhomes, and multi-family residences, some of which incorporate commercial mixed-use spaces. In 2022, the Rowandale Residential Common Interest Development (RCID) was established. Many of the homes, previously leased by a single entity, were sold individually.

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Mistake:
There is no mistake indicated in this application.

Additional Staff Comments:

During the Comprehensive rezoning in 2017, Staff met with one of the owners of the Blackberry Hills PUD about removing the PUD designation due to inactivity of the development and due to the lack of detailed information to facilitate the development of the PUD. While the owner was receptive to the conversation, ultimately it was determined by the owners of the property to

keep the PUD in place. Staff evaluated the proposed uses in the PUD plan and assigned land uses it felt most appropriate and consistent with the proposed Land Development Code.

Blackberry Hills is one of Oxford's earliest PUDs. Since the initial approval of this PUD in 2005, Oxford's Land Development Code has become more sophisticated, especially with respect to PUDs. Staff believes that the information provided with the Blackberry Hills PUD, as approved and amended, lacks critical information necessary for it to develop. Staff has met with many developers interested in Blackberry Hills but the lack of information has proven to be a continued barrier with its development. Ultimately, this is a primary reason Staff proposed removing the PUD designation to one of the owners in 2017.

The proposed changes will facilitate the development of this property more consistent with the current Land Development Code. The proposal establishes the uses, bulk requirements, lot coverage, design standards, access and circulation, landscaping and screening, signage, utilities (electric, sanitary sewer and water), and stormwater management for development in the proposed five areas are to be consistent with the Land Development Code. The application also provides a *Project Schedule* for the PUD. Construction of Areas 2, 3 & 5 are to commence in 2025 (pending site plan and subdivision approvals), while Area 1 will commence in 2026. The anticipated date of completion for the full build-out of the PUD is 2035.

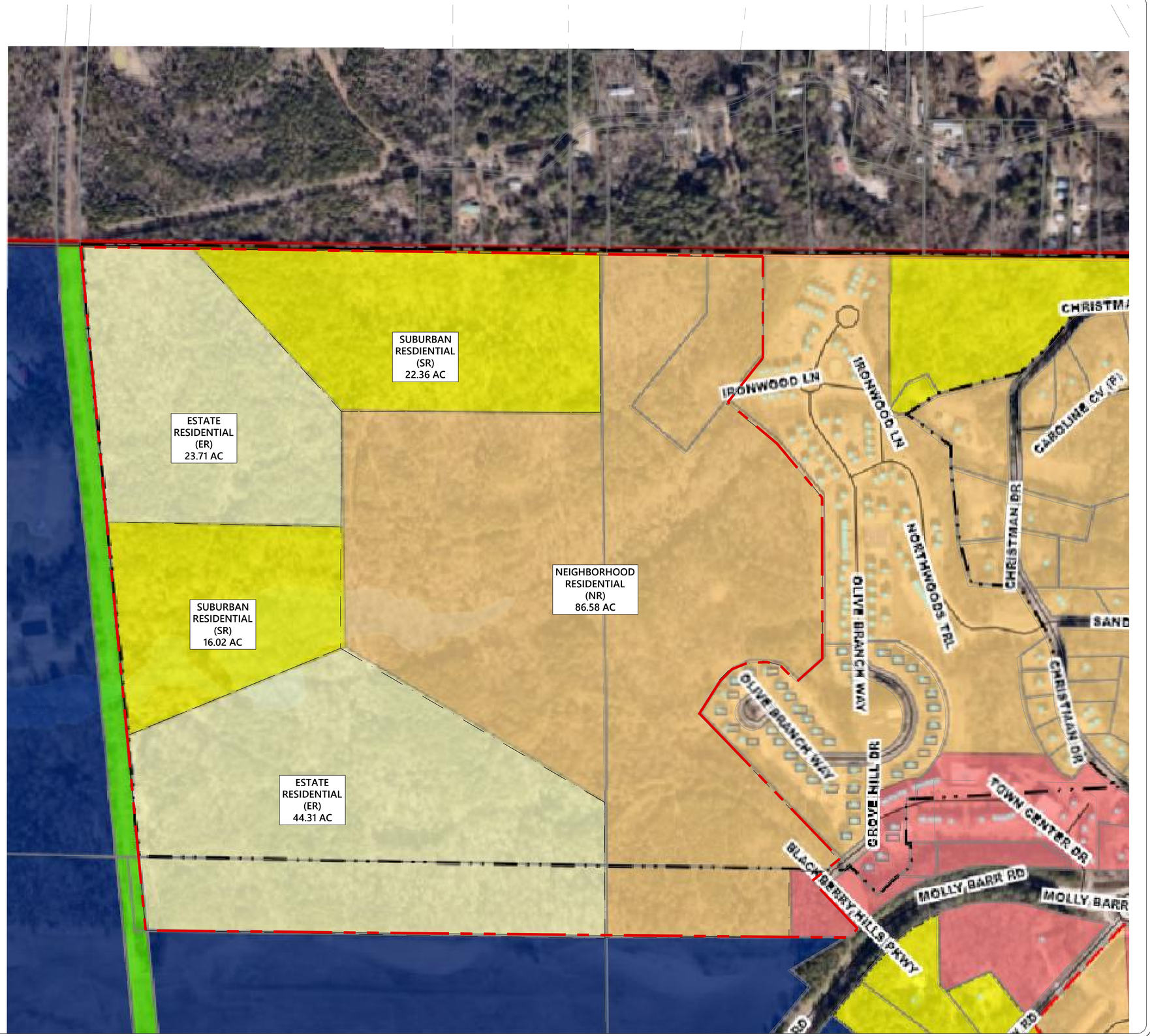
Recommendation: The Commission will have to determine if the proposal is a desirable change. Staff believes that there is sufficient evidence of change and need to support the rezoning of this property as requested.

SITE DATA TABLE

PROPERTY AREA: 192.98 AC

CURRENT ZONING:

NR - 86.58 AC
SR - 38.38 AC
ER - 68.02 AC



NORTH

200 0 200 400

SCALE: 1" = 200'

JM ENGINEERING AND DESIGN, LLC
OXFORD, MS
(662) 801-8803

BLACKBERRY HILLS
ZONING CHANGE REQUEST

CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

CURRENT ZONING

DRAWN BY	JRM
CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	06/01/2024
SCALE	1" = 200'
REVISION	

C-100

Blackberry Hills original PUD layout density table

These are all legacy zoning district classifications from Oxford's previous Land Development Code

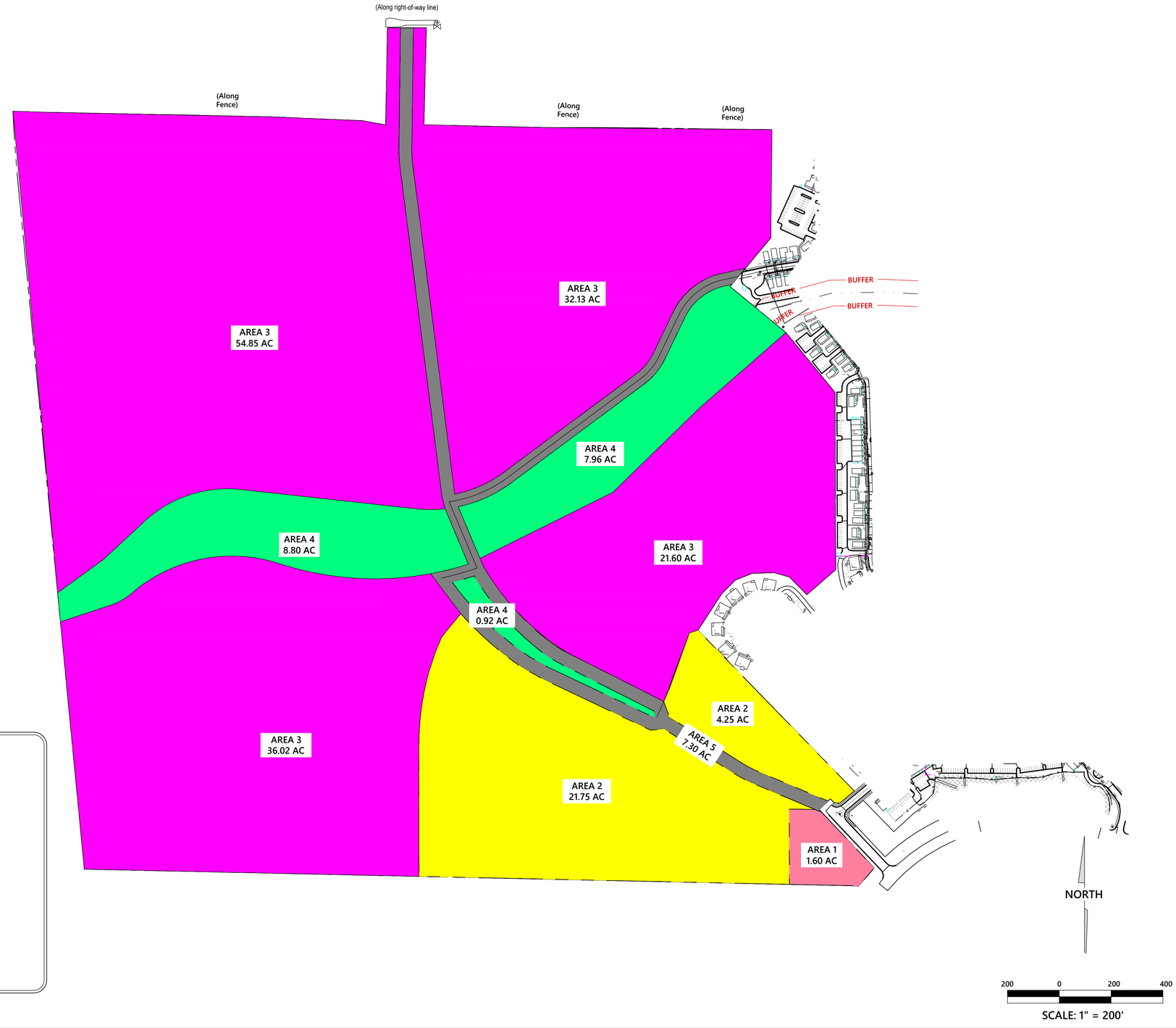
PRELIMINARY SITE DATA DEVELOPMENT SUMMARY

TRACT TYPE		ACREAGE +/–	LOT QTY+/–
OPEN SPACE/GREENBELT		45 ACRES	
TRACT 1	R–1A	40 ACRES	140 LOTS
TRACT 2	R–1A	16 ACRES	56 LOTS
TRACT 3	MIXED USE	28 ACRES	DENSITY TO VARY
TRACT 4	C–E	20 ACRES	10–20 LOTS
TRACT 5	R–E	36 ACRES	65–140 LOTS
TRACT 6	R–1A	9 ACRES	25–45 LOTS
TRACT 7	R–E	18 ACRES	30 LOTS
TRACT 8	C–E	15 ACRES	13 LOTS
TRACT 9	VILLA CLUSTER	22 ACRES	220–300 UNITS
TRACT 10	VILLA CLUSTER	5 ACRES	10–70 UNITS
TRACT 11	R–E	8 ACRES	16–30 LOTS

LOT TYPE, SIZES, ACREAGE USES AND QUANTITIES ARE PRELIMINARY AND INTENDED TO BE USED AS A GUIDE FOR REVIEW DEVELOPMENT INTENT AND CHARACTER.

Tracts 1 (R-1A), 2 (R-1A), and 11 (R-E) were a part of Grove Hill, accounting for 212-230 Lots. All of those zoning classifications being single-family would equate to the same number of dwelling units.

Tract 3 – Mixed Use allowed uses including Multi-Family Residential – just not exclusively Multi-Family – 28 Acres. Usually, it would be a combination of neighborhood Commercial and Multi-Family.
Tracts 4 & 8 – C-E=Country Estate; minimum lot size of 1-acre
Tracts 5 & 7 – R-E=Residential Estate: minimum lot area of 15,000 square feet
R-A=Single-Family: minimum lot area of 9,500 square feet
Tract 6 – R-1A=Single-Family: minimum lot area of 7,500 square feet
Tracts 9 & 10 – "Villa Cluster" (a concept rather than zoning classification) intended to allow 230-370 dwelling units (a density of up to 13.7 DUs per acre)



SITE DATA TABLE

PROPERTY AREA: 193.87 AC

PROPOSED PUD AREA:

	LOCATION	LAND USE	ACREAGE
	AREA 1	TRADITIONAL NEIGHBORHOOD BUSINESS	1.60
	AREA 2	SUBURBAN MULTI-FAMILY	26.00
	AREA 3	NEIGHBORHOOD RESIDENTIAL	141.29
	AREA 4	OPEN SPACE	17.68
	AREA 5	ACCESS ROAD RIGHT-OF-WAY	7.30

JM ENGINEERING AND DESIGN, LLC
OXFORD, MS
(662) 801-8803

SITE DEVELOPMENT PLAN

BLACKBERRY HILLS PUD MODIFICATION

BLACKBERRY HILLS PKWY

CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY	JRM
CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	06/01/2025
SCALE	
REVISION	

C-100

I. General Statement

Blackberry Hills PUD is a 193.87-acre Planned Unit Development that provides a combination of shopping, retail, and residential housing serving north Oxford. The development is located adjacent to and west of the Rowandale community on the north side of Molly Barr Road.

The existing Blackberry Hills Planned Unit Development (PUD), originally established in 2005, was approved under a prior version of the City of Oxford's Land Development Code. As such, it no longer conforms to current development standards and policies. In 2024, the property changed ownership, prompting a renewed interest in revitalizing the vision for the project in a manner consistent with the City's updated regulations and community planning goals. Additionally, in August 2025, a 10-acre portion of the original PUD was removed by formal amendment, reducing the total acreage and providing an opportunity to re-evaluate and refine the development's future direction.

Lack of Clarity in the Original PUD

A key driver behind this modification is the lack of specificity and clarity in the original 2005 PUD documents. The initial approval included only limited information regarding architectural standards, site layout, land use relationships, and pedestrian circulation. As a result, subsequent development within the PUD area occurred without a consistent or enforceable framework, leading to fragmented design outcomes and confusion regarding long-term planning intent. The absence of defined development guidelines has made it challenging for the City to apply uniform standards and for stakeholders to understand what future phases of the project should look like.

This proposed PUD modification addresses those deficiencies by establishing clear and enforceable development standards. These include detailed guidance on permitted uses, building placement, architectural elements, open space integration, and connectivity requirements. The intent is to create a transparent and predictable development process that provides both flexibility and structure as the project continues to build out.

Contextual Changes in the Neighborhood

Since the original approval of the Blackberry Hills PUD in 2005, the surrounding area has undergone significant transformation. The Rowandale development, initially envisioned as part of the PUD, has evolved into a separate condominium association with its own identity, governance, and design guidelines. South of the site, the construction of The.Lamar, a mixed-use residential and commercial development, has added density and urban character to the Molly Barr corridor. Infrastructure improvements by the City—including the construction of two modern roundabouts along Molly Barr Road—will significantly enhance traffic flow and safety while supporting the corridor's transition into a key connector within the City's transportation network.

Purpose of the PUD Modification

The proposed PUD modification is intended to bring the revised development into full compliance with the current Land Development Code and to clearly establish updated development parameters for future phases. It introduces modern planning standards for site design, building orientation, open space, multimodal transportation, and architectural character, ensuring clarity and consistency for city officials, developers, and community members.

Vision for the Updated PUD

The revised Blackberry Hills PUD envisions a thoughtfully planned, walkable, and connected community that blends residential, commercial, and mixed-use development. Land uses are intentionally arranged to foster internal connectivity, minimize vehicle dependence, and promote neighborhood-scale amenities. Enhanced pedestrian infrastructure—including widened sidewalks, greenways, and bicycle routes—will support active transportation and increase accessibility.

These improvements align directly with the City of Oxford's Comprehensive Plan and reflect the City's long-term goals of sustainable growth, connectivity, and quality placemaking. The updated PUD provides a clear, adaptable framework that supports the

evolving needs of the Oxford community while enhancing the character and cohesion of the surrounding neighborhood.

Designated Areas:

- **Area 1 (1.60 acres)** – TNB (Traditional Neighborhood Business)
- **Area 2 (26.00 acres)** – SMR (Suburban Multi-Family Residential)
- **Area 3 (141.29 acres)** – NR (Neighborhood Residential)
- **Area 4 (17.68 acres)** – Green Space / Stormwater Detention with a walking trail
- **Area 5 (7.30 acres)** – Access Road Right-of-Way

II. Master Plan General Guidelines

A. Unified mixed-use Community PUD per Land Development Code.
B. Common open spaces will include pedestrian systems to encourage usage.
C. Development will complement surrounding land uses and encourage high-quality adjacent development.

III. Uses Permitted

- **Area 1:** Commercial, professional offices, and mixed-use residential (TNB zoning).
- **Area 2:** Multi-family housing (SMF zoning).
- **Area 3:** Residential, including detached/attached dwellings; excludes high-density multi-family (NR zoning).
- **Area 4:** Recreational, stormwater detention, bike paths, walking trails (Open Space designation).
- **Area 5:** Public infrastructure/utilities as governed by the City of Oxford.

IV. Bulk Requirements

A. Maximum Gross Densities:

Area	*Acreage*	*FAR*	*Max Density*
1 (TNB)	1.60	2.5	39 Bedrooms/Acre
2 (SMF)	26.00	None	52 Bedrooms/Acre
3 (NR)	141.29	None	9 Dwelling Units/Acre
4 (Open Space)	17.68	None	N/A
5 (ROW)	7.30	None	N/A

B. Minimum Lot Sizes:

- Area 1: None
- Area 2: SFD – 5,000 SF; SFA – 7,500 SF
- Area 3: SFD – 5,000 SF; SFA – 10,000 SF; Triplex – 12,000 SF; Quadplex – 15,000 SF
- Area 4: 1.44 acres
- Area 5: None

C. Maximum Heights:

- Area 1 (TNB): 40', max 3 stories
- Area 2 (SMF): 40', max 3 stories
- Area 3 (NR): 38', max 2 stories
- Area 4: 25'
- Area 5: None

D. Building Setbacks:

Setback	*Area 1*	*Area 2*	*Area 3*	*Area 4*	*Area 5*
Front	0’–58’	10’–60’	10’–20’	N/A	N/A
Side	10’	10’–25’	0’–10’	N/A	N/A
Rear	25’	25’–30’	25’–30’	N/A	N/A

E. Maximum Impervious Coverage:

- Area 1 (TNB): 80%
- Area 2 (SMF): 65%
- Area 3 (NR): 60%
- Area 4 (Open Space): 10%
- Area 5 (ROW): None

V. Design Standards

All design standards not addressed in the PUD shall follow the City of Oxford’s Land Development Code.

VI. Access and Circulation

A. Area 5 dedicates 7.30 acres for ROW per Land Development Code.

B. All public improvements shall meet City specifications and Sheet 3 of the Site Development Plan.

C. Private/service drives must meet City standards.

D. Street lighting must meet City standards; developer may propose alternatives.

E. Sidewalks are required.

F. Street geometry must comply with City standards.

VII. Landscaping, Screening, and Open Space

A. Minimum open space: 15% of total site area.

Area	*Acreage*	*Required Open Space*	*Provided Open Space*
1	1.60	6,970 SF (10%)	-
2	26.00	169,884 SF (15%)	-
3	141.29	2,461,871 SF (40%)	-
4	17.68	100%	770,141 SF
5	7.30	None	-
Total	-	1,266,747 SF (15%)	3,408,866 SF (40.4%)

B. Area 1 shall provide usable open space for commercial developments.

C. Landscaping, screening, and tree preservation per Land Development Code.

D. Refuse/loading areas must be screened.

E. Street lighting shall be consistent and meet Code.

F. Construction must follow erosion/sediment control guidelines.

G. Walking trails in Area 4 will preserve natural vegetation.

H. Area 4 shall be maintained by a Property Owner's Association established prior to final plat approval.

VIII. Signs

A. A sign policy shall be submitted and approved by the Planning Commission.

B. Locations of signage will be reviewed in future site plans.

IX. Sanitary Sewer

A. Developer will provide all sanitary sewer per Code and Public Works specs.

B. Sizes to be determined during subdivision/site plan review.

C. State approvals are required.

X. Water Supply

A. Developer to provide all water infrastructure per Code.

B. Fire protection systems must meet IFC and City standards.

XI. Stormwater Management

A. All impervious development must meet stormwater ordinance.

B. Materials must meet State and City standards.

C. Regional and site-specific stormwater systems will be used.

- **Area 1 & 2:** Maintained by respective developers.
- **Area 3:** Maintained by HOA.
- **Dissolution:** Open space becomes tenant-in-common ownership among property owners.

XII. Electric Service

All areas to be served by Oxford Electrical Department; developer responsible for costs.

XIII. Modifications

Planning Commission and/or Board of Aldermen may approve equivalent alternatives to PUD requirements.

XIV. Project Schedule

Area	***Description***	***Timeline***
Area 5	Streets, drainage, infrastructure	Fall 2025 – Spring 2026
Area 2	Stormwater facility, trail, landscaping	Fall 2025 – Spring 2026
Area 1	Commercial, mixed-use	Begin 2026
Area 3	Residential	Late 2025

Estimated full build-out: **2035**

XV. Land Development Code Compliance

This PUD shall conform to the most current Land Development Code unless specifically modified.

XVI. Legal Description

Description Tract 1: A tract of land being a fraction of Section 16 and the Southwest Quarter (SW 1/4) of Section 9, Township 8 South, Range 3 West, Lafayette County, Mississippi; being described in more detail as follows:

Commencing at a cotton picker spindle found marking the Northeast corner of Section 16, Township 8 South, Range 3 West, Lafayette County, Mississippi; run thence N 89°45'04" W for a distance of 1,946.13 feet to a 1/2" rebar found marking the Northwest corner of Rowendale, A Condominium, said rebar being the Point of Beginning of this description; run thence along the West line of Rowendale, A Condominium as follows: S 00° 05' 55" E for a distance of 417.31 feet to a 1/2" rebar found; run thence S 39° 27' 52" W for a distance of 245.39 feet to a 1/2" rebar found; run thence S 50° 54' 37" E for a distance of 278.94 feet to a 1/2" rebar found; run thence S 39° 45' 06" E for a distance of 298.71 feet to a 1/2" rebar found; run thence S 00° 34' 43" E for a distance of 684.03 feet to a 1/2" rebar found; run thence S 48° 36' 25" W for a distance of 147.06 feet to a 1/2" rebar found; run thence N 45° 02' 55" W for a distance of 96.27 feet to a 1/2" rebar found; run thence N 74° 32' 52" W for a distance of 60.67 feet to a 1/2" rebar found; run thence S 87° 47' 44" W for a distance of 84.37 feet to a 1/2" rebar found; run thence S 68° 11' 59" W for a distance of 69.82 feet to a 1/2" rebar found; run thence S 44° 54' 53" W for a distance of 73.43 feet to a 1/2" rebar found; run thence S 32° 42' 03" W for a distance of 169.86 feet to a 1/2" rebar found; run thence S 44° 34' 09" E for a distance of 865.73 feet to a 1/2" rebar found on the North right-of-way line of Grove Hill drive (25.00 feet from centerline); run thence S 49° 58' 16" W along said North line for a distance of 72.81 feet to a 1/2" rebar set (25.00 feet from centerline); run thence N 85° 02' 36" W leaving said North line and along a right-of-way line flare for a distance of 22.41 feet to a 1/2" rebar set on the East right-of-way line of Blackberry Hills Parkway(30.00 feet from centerline); run thence along the East, North, and West right-of-way line of Blackberry Hills Parkway as follows: N 44° 03' 52" W for a distance of 20.12 feet to a 1/2" rebar set (30.00 feet from centerline extension); run thence

S 46° 14' 03" W for a distance of 60.00 feet to a 1/2" rebar set (30.00 feet from centerline extension); run thence S 43° 44' 09" E for a distance of 310.16 feet to a 1/2" rebar set at the intersection of the East right-of-way line of Blackberry Hills Parkway and The North right-of-way line of Molly Bar Road(30.00 feet from centerline Blackberry Hills Parkway and 76.17 feet form centerline of Molly Bar Road), said rebar also being at the beginning of a circular curve to the left; run thence leaving said West right-of-way line and along said North right-of-way line as follows: along said curve having an arc length of 34.88 feet, a chord bearing of S 40° 32' 41" W, a chord length of 34.88 feet, and a radius of 791.20 feet to a 6" x 6" concrete right-of-way marker found (75.46 feet from centerline); run thence S 40° 49' 05" W for a distance of 58.66 feet to a 1/2" rebar found (74.55 feet from centerline); run thence N 86°19'59" W for a distance of 25.48 feet to a 1 1/2" iron pipe found;run thence N 89° 08' 52" W leaving said right-of-way line and partially along the North side of a chain link fence line for a distance of 2,962.36 feet to a 1/2" rebar set on the East right-of-way line of Mississippi Central Railroad Company, passing the beginning of said fence line 2,732.13 feet back and leaving said fence line 92.94 feet back; run thence along said East right-of-way line as follows; N 05° 54' 15" W for a distance of 2,692.17 feet to a 1/2" rebar found at the beginning of a circular curve to the right; run thence along said curve having an arc length of 245.80 feet, a chord bearing of N 04° 14' 36" W, a chord length of 245.78 feet, and a radius of 5,033.42 feet to a 1/2"

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Mayor and Board of Aldermen

From: John Crawley, City Engineer

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

Date: August 19, 2025

Re: Request Permission for Execution of Contract Documents, Contract A – Anderson Production Wells No. 3 and No. 4

Engineering requests permission for the mayor to execute the contract documents related to the above-captioned project. The low bid of the **Donald Smith Company, for $1,213,874.00** was accepted by the Board of Aldermen at the regular meeting on July 15th.

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Mayor and Board of Aldermen

From: John Crawley, City Engineer

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

Date: August 19, 2025

Re: Request Permission for Execution of Contract Documents, Contract B – Anderson Road Water Treatment Plant

Engineering requests permission for the mayor to execute the contract documents related to the above-captioned project. The low bid of **Cleveland Construction** for **$3,555,000.00**, was accepted by the Board of Aldermen at the regular meeting on July 15th.

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Mayor and Board of Aldermen

From: John Crawley, City Engineer

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

Date: August 19, 2025

Re: Request Permission to Sign Task Order No. 14, Oxford Regional Supply and Treatment Project, Haley Well No. 2

Engineering requests permission for the mayor to sign Task Order No. 14 related to the above-captioned project. The low bid of **Donald Smith Company** was accepted by the Board of Aldermen at the regular meeting on August 5th in the amount of **$2,783,120.00.**

Waggoner Engineering, Inc.
Task Order Form

Task Order No. #14: Oxford Regional Water Supply & Treatment (CE&I for Haley Well #2 Project)	
Total Pages: 4	
Date of Task Order: August 8, 2025	

TASK ORDER TO THE GENERAL SERVICES AGREEMENT BETWEEN WAGGONER ENGINEERING, INC. AND CITY OF OXFORD, MISSISSIPPI

This Task Order to the General Services Agreement between Waggoner Engineering, Inc. and City of Oxford, Mississippi dated November 2, 2017 and as amended on March 16, 2021, and May 20, 2025 is a part of, and is subject to all the terms and conditions of the Agreement unless specifically provided otherwise herein.

1. **Project Name:** **Oxford Regional Water Supply and Treatment Project (CE&I for Haley Well #2)**

2. **Project Number:** **101.2400132.000**

3. **Project Manager for Client:** **John Crawley**

4. **Project Manager for Waggoner:** **Audrey Lewis**

5. **Method of Compensation:** **Lump Sum**

6. **Task Order Amount:** **$247,690.00**

7. **Scope of Work (see additional pages attached):** **Construction Engineering & Review services for Oxford Regional Water Supply and Treatment Project (Haley Well #2) as outlined in the contract documents.**

8. **Schedule of Performance:** **Original Contracted Construction Period-12 months**

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their duly authorized representatives effective as of the date set forth above.

CITY OF OXFORD	**WAGGONER ENGINEERING, INC.**
By: Robyn Tannehill	By: Tracy M. Huffman
Title: Mayor, City of Oxford, MS	Title: Sr. Vice-President

SCOPE OF SERVICES

A. CONSTRUCTION ENGINEERING AND REVIEW SERIVCES

Construction engineering & review services are defined as engineering related work involved from the contract stage through the preparation and submission of the final estimate and supporting documents to the Board and shall generally include the following:

1. Schedule and conduct preconstruction conferences with contractors and other appropriate parties.

2. Issue Notice to Proceed to the Contractor AFTER the Board has concurred in the award of the contract.

3. Set survey control necessary for contractor to provide detail layout of the work.

4. Make sure all work is performed by the Prime Contractor and/or approved subcontractors. Prepare and issue construction change requests, and other supporting documentation for any changes anticipated to plans outside of unit price deviations as required by the Engineer in an orderly manner to allow for approval prior to accomplishing the work.

5. Construction review to ensure that the work performed is in accordance with the plans and specifications, including the incorporation of tested materials in the construction.

6. Prompt preparation and submission of Contractors' monthly estimates.

7. Maintain a project diary as the official project record as needed as determined by the Engineer, showing the Contractor's operations.

8. Check and verify the quantities of all materials incorporated in the project.

9. Coordinate material testing with testing personnel and maintain accurate test report files to ensure all materials incorporated into a project are supported by proper test reports.

10. Prompt request for final inspection upon completion of work.

11. Prompt preparation and submission of the final estimate and supporting documents to the Board for approval and payment.

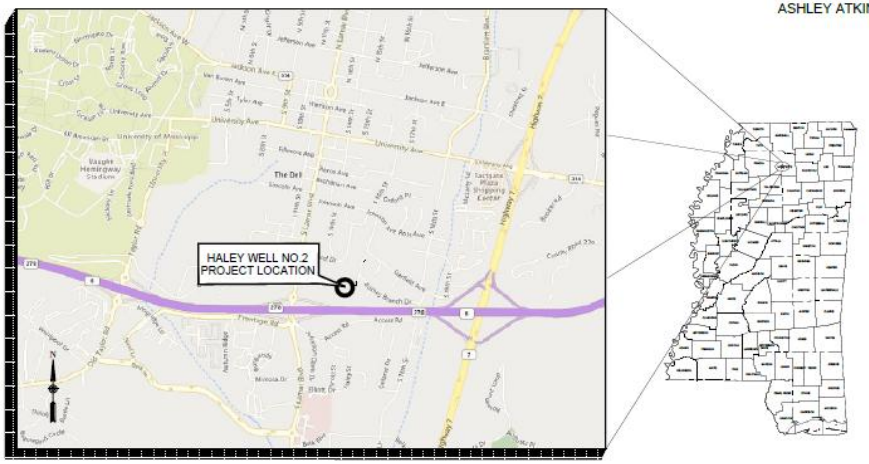
PROJECT EXHIBIT

OXFORD REGIONAL WATER SUPPLY
HALEY WELL NO. 2
CITY OF OXFORD, MISSISSIPPI

CITY OFFICIALS:
ROBYN TANNEHILL - MAYOR
BEN REQUET, AICP - DIRECTOR OF PLANNING
JOHN CRAWLEY, PE - CITY ENGINEER
MEGAN BAKER - BUILDING ADMINISTRATOR
ASHLEY ATKINSON - CITY CLERK

INDEX TO DRAWINGS

SHEET NO.	TITLE
G.0	COVER SHEET
G.1	GENERAL NOTES & VICINITY MAP
C1.0	EXISTING CONDITIONS
C1.1	SITE LAYOUT
C1.2	GRADING & DRAINAGE
C1.3	RAW WATER LINE LAYOUT
C1.4	RAW WATER LINE LAYOUT
WD1.0	HALEY WELL NO.2 DETAILS
E0.1	ELECTRICAL LEGEND
E0.2	POWER RISER DIAGRAM
E0.3	CONTROL PANEL RISER DIAGRAM
E0.4	CONTROL PANEL LEGEND & DETAILS
E0.5	ELECTRICAL DETAILS
E1.1	SITE PLAN - ELECTRICAL
SD1.0	STANDARD DETAILS
SD1.1	STANDARD DETAILS
SD1.2	STANDARD DETAILS
SD2.0	FENCE DETAILS
SD2.1	FENCE DETAILS
SD3.0	TRAFFIC CONTROL PLAN
SD4.0	EROSION CONTROL DETAILS



AREA MAP
NOT TO SCALE

MAY 2025
WEI NO. 0020110.000

The City of Oxford MISSISSIPPI

CONTACT INFORMATION
OXFORD CITY HALL
107 COURTHOUSE SQUARE
OXFORD, MS 38655
662-236-1310

BOARD OF ALDERMEN:
RICK ADDY - WARD I
MARK HUELSE - WARD II
BRIAN HYNEMAN - WARD III
KESHA HOWELL ATKINSON - WARD IV
PRESTON E. TAYLOR - WARD V
JASON BAILEY - WARD VI
MARY MARTHA CROWE - AT LARGE

WAGGONER

OXFORD REGIONAL WATER SUPPLY
HALEY WELL NO. 2
OXFORD, MISSISSIPPI

DRAWING REVISIONS
NO. | REMARKS | DATE

COVER SHEET

G.0

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

CC: Hollis Green, COO / Johnathan Mizell, Chief Building Official

Date: August 19, 2025

Re: Request for Permission to Work on Sundays in September, Colonnade Self-Storage Facility, 1669 Bainbridge Street

Miller – Valentine, the primary contractor for the above-captioned project has requested permission to work on Sundays in September to complete the iron work and floor decking for the first and second floors of their building. The Sundays in September are as follows:

September 7
September 14
September 21
September 28

Outlook

Re: Sunday work 1669 Bainbridge Oxford

From Allison Ferris <allison@oxfordms.net>
Date Wed 8/6/2025 9:31 AM
To Talbert, Jacob <jacob.talbert@millervalentine.com>
Cc John Crawley <john@oxfordms.net>; Norman Nichols <nichols@oxfordms.net>

Hi Jacob,

The next Board of Aldermen meeting is on August 19th. We will add this item to our list for the agenda.

If anything further is needed before the meeting, we will let you know.

Thanks!

Allison

THE CITY OF OXFORD

Allison Ferris
Office Manager
Engineering Department
107 Courthouse Square
Oxford, MS 38655
t: (662) 232-2306 e: allison@oxfordms.net
w: www.oxfordms.net

From: Talbert, Jacob <jacob.talbert@millervalentine.com>
Sent: Wednesday, August 6, 2025 9:29 AM
To: Allison Ferris <allison@oxfordms.net>
Subject: Sunday work 1669 Bainbridge Oxford

Allison,

I am requesting permission to work all Sundays through the month of September.
We will be doing the iron work and floor decking for the first and second floor of our building.

Permit Number: **BLDC-012737-2025**
Adress 1669 Bainbridge, Oxford, MS, 38655

Thanks,

Jacob Talbert
Superintendent

CELL | 936.230.9818
MILLERVALENTINE.COM
823 Gervais Street, Suite 200 | Columbia SC 29201

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Mayor and Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO

Date: August 19, 2025

Re: Request Acceptance of Infrastructure for Utilities and Street
Oxford Commons, Phase 1, Lot 4

Engineering requests the Board of Aldermen accept the infrastructure as constructed in the above-captioned area. This street is a connection to Commonwealth Boulevard that currently terminates in a roundabout with access to The Pearl development. This street would eventually connect to The Summit development in the north. The work has been inspected and tested by engineering. Please see attached.

Engineering requests acceptance of the infrastructure for the utilities and street in the Oxford Commons, Phase 1, Lot 4.

~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 shown hereon are based on the record bearing of Oxford Commons Subdivision Phase 1.

4. This property is the same property described as Lot 4, Oxford Commons, Phase 1, located in the Northeast Quarter of Section 22, Township 8 South, Range 3 West, as per plat recorded in Plat Cabinet B, Slide 142, in the Office of the Chancery Clerk of Lafayette County, Mississippi.

3. Date Of Field Survey: November 2022

4. Monuments were placed at all major corners of the boundary of the property, unless already marked or referenced by existing monuments or witnesses.

5. According to Federal Emergency Management Agency Flood Insurance Rate Map (FIRM) for Lafayette County, MS Map No. 28071C0175C dated November 26, 2010 and 28071C0300C dated November 26, 2010, the surveyed property is located within Zone X - Areas determined to be outside the 0.2% annual chance floodplain.

6. This property is zoned P.U.D (Planned Unit Development). Building setbacks area as follows: Front 50', Side 20', Rear 25'.

7. Names of adjoining owners of platted lands according to current public records are shown hereon.

8. The structures located outside of the platted area are considered part of the storm water management system and subject to the easement and covenants.

9. The pipe used solely for storm water detention between the ditch and the lot 4D is owned and maintained per the easement/declarations and not the responsibility of the City to maintain.

10. Pipes inside the right-of-way are to be owned and maintained by the City Of Oxford. Pipes outside the right-of-way are to be owned and maintained by the owners of Lots 4 A-D.

11. The City of Oxford only maintains pipes within the ROW, with the exception being those privately owned drains within the Right-of-Way that are owned and maintained by others.

~DESCRIPTION OF PROPERTY~

A Fraction Of The Northeast Quarter Of Section 22, Township 8 South, Range 3 West, Lafayette County, Mississippi, And Containing 16.903 Acres. Being Lot 4 Of Oxford Commons Phase 1 As Recorded In Plat Cabinet B, Side 142 At The Chancery Clerk's Office Of Lafayette County, Mississippi. This Description Being In More Detail As Follows:

Commencing At A 24" Oak Tree Designated And Accepted As Being The Southeast Corner Of The Northeast Quarter Of Section 22, Township 8 South, Range 3 West, Lafayette County, Mississippi, Run Thence Due North A Distance Of 705.20 Ft To A Point, Thence Due West A Distance Of 622.84 To A ½" Iron Rod Found On The North Right-Of-Way Line Of Sisk Avenue, And Being The POINT OF BEGINNING;

Run Thence Due West Along Said North Right-Of-Way Line A Distance Of A Distance Of 623.50 Ft To A ½" Iron Rod Found, Thence Due North Leaving Said North Right-Of-Way Line And Following Along The East Right-Of-Way Line Of Commonwealth Boulevard A Distance Of 310.17 Ft To A 1/2" Iron Rod Found, Thence With A Curve Turning To The Left Having An Arc Length Of 535.48 Feet, A Radius Of 720.00 Feet, A Chord Bearing Of North 21° 18' 22" West, And A Chord Length Of 523.22 Feet, To A 1/2" Iron Rod Found, Thence Leaving Said Right-Of-Way Line, Run North 45° 00' 00" East A Distance Of 85.89 Feet To A 1/2" Iron Rod Found, Thence With A Curve Turning To The Right Having An Arc Length Of 86.39 Feet, A Radius Of 170.00 Feet, A Chord Bearing Of North 59° 33' 25" East, And A Chord Length Of 85.46 Feet, To A 1/2" Iron Rod Set, Thence North 15° 53' 09" West A Distance Of 60.00 Feet To A 1/2" Iron Rod Set, Thence With A Curve Turning To The Right Having An Arc Length Of 227.04 Feet, A Radius Of 65.49 Feet, A Chord Bearing Of South 86° 34' 29" East, And A Chord Length Of 129.25 Feet, To A 1/2" Iron Rod Set, Thence South 74° 04' 37" East A Distance Of 32.74 Feet To A 1/2" Iron Rod Set, Thence North 74° 06' 51" East A Distance Of 25.79 Feet To A 1/2" Iron Rod Set, Thence Along A Circular Curve To The Left Having A Radius Of 230.00 Ft, An Arc Length Of 95.93 Ft, A Chord Bearing Of N 62° 09' 56" E, And A Chord Distance Of 95.24 Ft To A 1/2" Iron Rod Found, Thence N 50° 13' 01" E A Distance Of 246.55 Ft To A 1/2" Iron Pipe Found, Thence Along A Circular Curve To The Right Having A Radius Of 170.00 Ft, An Arc Length Of 41.02 Ft, A Chord Bearing Of N 57° 07' 49" E, And A Chord Distance Of 40.93 Ft To A 1/2" Iron Pipe Found, Thence N 64° 02' 37" E A Distance Of 104.45 Ft To A 1/2" Iron Rod Found, Thence Along A Circular Curve To The Left Having A Radius Of 230.00 Ft, An Arc Length Of 129.15 Ft, A Chord Bearing Of N 47° 57' 24" E, And A Chord Distance Of 127.46 Ft To A 1/2" Iron Rod Found, Thence N 31° 52' 11" E A Distance Of 25.90 Ft To A ½" Iron Rod Found, Thence Due South A Distance Of 1327.24 Ft To The Point Of Beginning Of This Description.

~DESCRIPTION OF EASEMENT 1~

A fraction of the Northeast Quarter of Section 22, Township 8 South, Range 3 West, Lafayette County, Mississippi, and Containing 3.107 Acres. This description being in more detail as follows:

Commencing at a 24" Oak Tree designated and accepted as being the Southeast Corner of the Northeast Quarter of Section 22, Township 8 South, Range 3 West, Lafayette County, Mississippi, Run thence Due North a distance of 705.20 Ft to a point, Thence due West a distance of 622.84 to a ½" Iron Rod Found on the North Right-Of-Way Line of Sisk Avenue, thence due North a distance of 1327.24 feet to a 1/2" iron rod found at the POINT OF BEGINNING;

From said Point of Beginning, run due North a distance of 145.75 feet to a 1/2" iron rod set; Thence North 89 Degrees 45 Minutes 26 Seconds East a distance of 121.71 feet to a 1/2" iron rod set; Thence North 00 Degrees 00 Minutes 20 Seconds West a distance of 28.48 feet to a 1/2" iron rod set; Thence South 89 Degrees 43 Minutes 19 Seconds West a distance of 56.66 feet to a 1/2" iron rod set; Thence North 34 Degrees 42 Minutes 53 Seconds West a distance of 141.63 feet to a 1/2" iron rod set; Thence North 30 Degrees 10 Minutes 28 Seconds East a distance of 50.29 feet to a 1/2" iron rod set; Thence North 09 Degrees 56 Minutes 46 Seconds West a distance of 42.00 feet to a 1/2" iron rod set; Thence North 40 Degrees 33 Minutes 51 Seconds West a distance of 65.06 feet to a 1/2" iron rod set; Thence North 65 Degrees 20 Minutes 49 Seconds West a distance of 48.17 feet to a 1/2" iron rod set; Thence North 08 Degrees 27 Minutes 45 Seconds West a distance of 56.19 feet to a 1/2" iron rod set; Thence North 33 Degrees 39 Minutes 23 Seconds West a distance of 52.70 feet to a 1/2" iron rod set; Thence South 56 Degrees 58 Minutes 27 Seconds West a distance of 30.38 feet to a 1/2" iron rod set; Thence South 00 Degrees 01 Minutes 44 Seconds West a distance of 102.08 feet to a 1/2" iron rod set; Thence South 40 Degrees 02 Minutes 05 Seconds East a distance of 68.36 feet to a 1/2" iron rod set; Thence South 11 Degrees 47 Minutes 00 Seconds West a distance of 62.17 feet to a 1/2" iron rod set; Thence South 22 Degrees 24 Minutes 22 Seconds East a distance of 184.57 feet to a 1/2" iron rod set; Thence South 28 Degrees 49 Minutes 49 Seconds West a distance of 165.67 feet to a 1/2" iron rod set; Thence South 73 Degrees 46 Minutes 43 Seconds West a distance of 227.49 feet to a 1/2" iron rod set; Thence South 51 Degrees 11 Minutes 53 Seconds West a distance of 365.83 feet to a 1/2" iron rod set; Thence with a curve turning to the right having an arc length of 115.42 feet, a radius of 65.49 feet, a chord bearing of South 37 Degrees 44 Minutes 58 Seconds East, and a chord length of 101.05 feet, to a 1/2" iron rod set; Thence South 74 Degrees 04 Minutes 37 Seconds East a distance of 32.74 feet to a 1/2" iron rod set; Thence North 74 Degrees 06 Minutes 51 Seconds East a distance of 25.79 feet to a 1/2" iron rod found; Thence with a curve turning to the left having an arc length of 95.93 feet, a radius of 230.00 feet, a chord bearing of North 62 Degrees 09 Minutes 56 Seconds East, and a chord length of 95.24 feet, to a 1/2" iron rod found; Thence North 50 Degrees 13 Minutes 01 Seconds East a distance of 246.55 feet to a 1/2" iron rod found; Thence with a curve turning to the right having an arc length of 41.03 feet, a radius of 170.00 feet, a chord bearing of North 57 Degrees 07 Minutes 49 Seconds East, and a chord length of 40.93 feet, to a 1/2" iron rod found; Thence North 64 Degrees 02 Minutes 37 Seconds East a distance of 104.45 feet to a 1/2" iron rod found; Thence with a curve turning to the left having an arc length of 129.15 feet, a radius of 230.00 feet, a chord bearing of North 47 Degrees 57 Minutes 24 Seconds East, and a chord length of 127.46 feet, to a 1/2" iron rod found; Thence North 31 Degrees 52 Minutes 11 Seconds East a distance of 25.90 feet back to the Point of Beginning.

~DESCRIPTION OF EASEMENT 2~

A fraction of the Northeast Quarter of Section 22, Township 8 South, Range 3 West, Lafayette County, Mississippi, and Containing 0.261 Acres. This description being in more detail as follows:

Commencing at a 24" Oak Tree designated and accepted as being the Southeast Corner of the Northeast Quarter of Section 22, Township 8 South, Range 3 West, Lafayette County, Mississippi, Run thence Due North a distance of 705.20 Ft to a point, Thence due West a distance of 622.84 to a ½" Iron Rod Found on the North Right-Of-Way Line of Sisk Avenue, thence due North a distance of 1327.24 feet to a 1/2" iron rod found at the POINT OF BEGINNING;

From said Point of Beginning, run due South a distance of 34.79 feet to a 1/2" iron rod set; Thence North 34 Degrees 52 Minutes 23 Seconds East a distance of 212.87 feet to a 1/2" iron rod set; Thence North 00 Degrees 00 Minutes 20 Seconds West a distance of 6.40 feet to a 1/2" iron rod set; Thence North 89 Degrees 45 Minutes 26 Seconds West a distance of 121.71 feet to a 1/2" iron rod set; Thence due South a distance of 145.75 feet back to the Point of Beginning.

LEGEND

These standard symbols may be found in the drawing.

- PROPERTY LINES
- ADJOINING PROPERTY LINES
- EASEMENT LINES
- SETBACK LINES
- PAVEMENT
- CENTERLINE OF ROAD
- CURBS
- FOUND CORNERS
- FOUND MONUMENTS

0 80 240

NEW ROW AS RECORDED WITH LOT 4 PLAT AMENDMENT

EXISTING ROW PRIOR TO THE PEARL

AVENT PROPERTY DEED 512/561

DETENTION EASEMENT 1 3.107 ACRES

DETENTION EASEMENT 2 0.261 ACRES

P.O.B. EASEMENT 1 & 2 1/2" IRON ROD FOUND

1/2" IRON ROD FOUND

1/2" PIPE FOUND

SEE NOTE 10

SEE NOTE 9

KENLAN DEVELOPMENT-OXFORD LLC DEED 2005/6552

RIGHT-OF-WAY 0.315 ACRES

END OF ROAD

OXFORD COMMONS HOMEOWNERS ASSOCIATION INC. DEED 2015/10869

538.14' 857.08' TO WALL

577.08'

LOT 4D 1.262 ACRES

LOT 4C 8.866 ACRES

LOT 4B 2.340 ACRES

LOT 4A 4.120 ACRES

CHRIST PRESBYTERIAN CHURCH OF OXFORD DEED 2016/8574

COMMONWEALTH BOULEVARD 80.00' RIGHT-OF-WAY

SISK AVENUE 80.00' RIGHT-OF-WAY

POINT OF COMMENCEMENT 24" OAK TREE MARKING THE SE COR. OF THE NE 1/4 OF SECTION 22, T8S, R3W, LAFAYETTE CO. MS

P.O.B. 1/2" IRON ROD FOUND

1/2" IRON ROD & 1/2" PIPE FOUND

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	170.00'	49.35'	N 65°46'05" E	49.35'
C2	230.00'	95.93'	N 62°09'56" E	95.24'
C3	170.00'	41.02'	N 57°07'49" E	40.93'
C4	230.00'	129.15'	N 47°57'24" E	127.46'
C5	720.00'	394.37'	S 26°55'14" E	389.46'

LINE	BEARING	DISTANCE
L2	N 00°00'00" E	8.00'
L3	N 31°52'11" E	25.90'
L4	N 74°06'51" E	20.63'
L5	S 64°49'45" E	31.00'
L6	S 74°04'37" E	32.74'
L7	N 74°06'51" E	25.79'
L8	N 00°00'20" W	28.48'
L9	S 89°43'19" W	56.66'
L12	N 09°56'46" W	42.00'
L13	N 65°20'49" W	48.17'
L14	N 08°27'45" W	56.19'
L15	N 33°39'23" W	52.70'
L16	S 56°58'27" W	30.38'
L17	S 00°00'00" E	34.79'
L18	N 00°00'20" W	6.40'

LOT 3

PROJECT LOCATION

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 MISSISIPPI TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

JONATHAN E. ADAMS
MS PS-2879

DATE

PLAT OF SURVEY
FOR
OXFORD COMMONS PHASE I - LOT 4 AMENDMENT
IN THE NE 1/4 OF SEC. 22, T-8-S, R-3-W, CITY OF OXFORD, LAFAYETTE COUNTY, MS

DRAWN BY: J. ADAMS
CHECKED BY: J. ADAMS
DRAWING NO.: 21155
DATE: 12-15-2022
SCALE: 1" =40'
PAGE NO.: 1.0

REVISIONS:
NO.: DATE: REVISIONS:

PEC PRECISION ENGINEERING CORPORATION
CIVIL CONSULTING
EST. 1974
SOUTHERN STYLE
PHONE: (662) 234-8539
FAX: (662) 234-8639
EMAIL: ADAMS@PECOMS.COM
WEBSITE: PECOMS.COM
OXFORD, MISSISSIPPI

ALL ENGINEERING DESIGNS, CONSTRUCTION PLANS, DRAWINGS AND SURVEYS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF PEC. ALL COMMON LAW RIGHTS OF COPYRIGHT AND OTHER PROPERTY RIGHTS ARE HEREBY SPECIFICALLY RESERVED.

~DESCRIPTION OF PROPERTY~

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ENGINEER'S CERTIFICATE

I CERTIFY THAT OXFORD COMMONS, PHASE I, LOT 4 AMENDMENT, IS IN CONFORMANCE WITH THE DESIGN REQUIREMENTS OF THE SUBDIVISION REGULATIONS AND SPECIFIC CONDITIONS IMPOSED ON THIS DEVELOPMENT, AND TAKES INTO ACCOUNT ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.

WITNESS MY HAND AND SIGNATURE THIS THE _____ DAY OF _____, 20__.

_____
PAUL KOSHENINA
MISSISSIPPI PE #14912

SURVEYOR'S CERTIFICATE

I CERTIFY THAT THE WITHIN PLAT OF OXFORD COMMONS, PHASE I, LOT 4 AMENDMENT, 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

CITY OF OXFORD
STATE OF MISSISSIPPI

APPROVED AND RECOMMENDED FOR ACCEPTANCE BY THE CITY OF OXFORD PLANNING COMMISSION, THIS THE ____ DAY OF _____, 20__.

_____
JR RIGBY, CHAIRMAN
CITY OF OXFORD PLANNING COMMISSION

CITY OF OXFORD
COUNTY OF LAFAYETTE
STATE OF MISSISSIPPI

APPROVED AND RECOMMENDED FOR ACCEPTANCE BY THE CITY OF OXFORD, BOARD OF ALDERMEN, THIS THE ____ DAY OF _____, 20__.

_____
ROBYN TANNEHILL
MAYOR, CITY OF OXFORD

CITY ENGINEER'S CERTIFICATE

I CERTIFY THAT THE COMMONS OXFORD, LLC HAS COMPLIED WITH ONE OF THE FOLLOWING ALTERNATIVES FOR OXFORD COMMONS, PHASE I, LOT 4 AMENDMENT:

1. ALL IMPROVEMENTS HAVE BEEN INSTALLED BY THE SUB-DIVIDER IN ACCORDANCE WITH THE REQUIREMENTS OF THESE REGULATIONS AND WITH THE ACTION OF THE BOARD OF ALDERMEN, GIVING APPROVAL OF THE FINAL PLAT, AND ACCEPTING MAINTENANCE OF UTILITIES AND STREETS.
2. A BOND OR CERTIFIED CHECK HAS BEEN POSTED BY THE SUB-DIVIDER WHICH IS AVAILABLE TO THE CITY IN A SUFFICIENT AMOUNT TO ENSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS,

AS OF THIS THE _____ DAY OF _____, 20___.

_____
REANNA MAYORAL, P.E.
CITY ENGINEER, CITY OF OXFORD

RESTRICTIVE COVENANTS

RECORDED IN INSTRUMENT NUMBER_____, OF THE LAND RECORDS IN THE CHANCERY CLERK'S OFFICE OF LAFAYETTE COUNTY, MISSISSIPPI.

OWNERS CERTIFICATE

I, DAVID BLACKBURN, AS MANAGER OF THE COMMONS OXFORD, 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 OXFORD COMMONS, PHASE I, LOT 4 AMENDMENT, 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 BLACKBURN, MANAGER
THE COMMONS OXFORD, LLC
310 ENTERPRISE DRIVE,
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, WHO ACKNOWLEDGED THAT HE EXECUTED AND DELIVERED THE ABOVE AND FOREGOING OWNER'S CERTIFICATE 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, SHERRY WALL, 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___.

_____
SHERRY WALL
CHANCERY CLERK

CIVIL • CONSULTING • GEO
PEC
PRECISION ENGINEERING CORPORATION
EST. 1976
LAND SURVEYORS

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

REVISIONS:

NO.:	DATE:	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
OXFORD COMMONS PHASE I
LOT 4 AMENDMENT
IN THE NE 1/4 OF SEC. 22, T-8-S, R-3-W,
CITY OF OXFORD, LAFAYETTE COUNTY, MS

DRAWN BY: J. ADAMS		DATE: 12-01-2022
CHECKED BY: J. ADAMS		SCALE: 1"=60'
DRAWING NO.: 17149		

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

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Mayor and Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO

Date: August 19, 2025

Re: Request Approval of Safety Improvements Project, Intersection of West Jackson and Galleria Drive East

Engineering requests approval to move forward with a project to reduce accidents at the intersection of West Jackson Avenue and Galleria Drive East. This intersection has one of the highest incidents of traffic accidents in the city, particularly with vehicles trying to turn left out of Galleria Drive. Engineering proposes modifying the intersection to make Galleria Drive right-in / right-out only. Because of these modifications, the western most access into the Goose Creek mall will also become right-in / right-out only. These modifications can be constructed with a product called QWICK CURB, which can be easily installed and removed.

Engineering recommends the above modifications as well as that they remain in place for some time to determine the effectiveness of the changes prior to making permanent, concrete changes to the intersection.

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Mayor and Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO

Date: August 19, 2025

Re: Request Permission for Mayor to Execute an Engineering Agreement, Elliott & Britt Engineering, PA, North Lamar Boulevard Corridor Plan

Engineering requests approval for the mayor to execute an engineering agreement with Elliott & Britt Engineering, PA, to prepare design drawings as part of the North Lamar Boulevard Corridor Plan. The proposed project is intended to make vehicular and pedestrian improvements along North Lamar between Price Street and Molly Barr Road. The fees associated with the agreement are not to exceed **$250,000.**

Please see attached.

AGREEMENT
FOR
ENGINEERING SERVICES
FOR
NORTH LAMAR CORRIDOR IMPROVEMENTS

OXFORD, MISSISSIPPI

THIS AGREEMENT, entered into this the _____day of _____, 2025, 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 North Lamar Boulevard, in phases, starting at Price Street on the south end and ending just south of Molly Barr Road on the north end.

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 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 any needed additional field surveys to acquire topography information not included in previous consultant's surveys.

c. Research of old Highway 7 construction plans and pulling deeds along North Lamar Boulevard to determine existing road rights-of-way and to determine any required easement or additional right-of-way acquisition.

d. Use Owner-provided site plans along North Lamar Boulevard that have been submitted by private developers in order to include any improvements already planned by said private developers in final design plans.

e. Meetings with existing utility owners, other than Oxford Utilities, to determine any required utility relocations and to determine proposed costs of said utility relocations.

f. Meetings with Oxford Utilities to determine any of their utility relocations which would be included in design plans and costs thereof.

g. Drainage Design.

h. Layout design (intersection redesign, parking areas, landscaped areas, sidewalks, etc).

i. Preparing a 75% (minimum) set of construction drawings and budgets to use for determining phases of construction.

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:

TOTAL ENGINEERING FEES NOT TO EXCEED $250,000.00

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 _____, 2025.

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: Mayor and Board of Aldermen

From: John Crawley, City Engineer

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

Date: August 19, 2025

Re: Request Permission for Mayor to Sign Contract for Purchase
Davis Estate, Anderson Road

Engineering requests approval for the mayor to sign a contract for purchase of a 0.055 acre tract of land from the James E. Davis, LP property on Anderson Road. This tract will be used to dig a new drinking water well as part of the Anderson Road Water Treatment Plant Upgrades. The purchase price as stated is **$87,500.00**.

Please see attached.

CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE AND CONVEYANCE OF INGRESS/ENGRESS/UTILITY EASEMENT

BY THIS CONTRACT, entered into this the ____ day of August 2025 (the "Contract"), James E. Davis, LP, a Mississippi limited partnership ("Seller"), agrees to sell to the City of Oxford, Mississippi, a Mississippi municipal corporation (the "City" or "Buyer"), and the City agrees to purchase from Seller the property described and on the terms and conditions contained herein, and pursuant to the resolution of the Mayor and Board of Aldermen of the City of Oxford, Mississippi, authorizing the purchase of said property. Seller also agrees to convey, and Buyer agrees to receive an Ingress/Egress/Utility Easement, on the terms and conditions contained herein.

In consideration of the mutual promises and covenants contained herein, together with other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to the following:

1. PROPERTY DESCRIPTION:

A. Property to Be Sold by Seller to the City:

The property to be sold to the Seller by the City is described as follows (TR1 on Exhibit A): A tract of land being a fraction of the South Half (S 1/2) of Section 24, Township 8 South, Range 4 West, City of Oxford, Lafayette County, Mississippi; being described in more detail as follows:

Commencing at a 3/4" rebar found marking the Southeast Corner of Section 24, Township 8 South, Range 4 West, City of Oxford, Lafayette County, Mississippi, said rebar being further defined by Mississippi East State Plane Coordinates of N: 1770504.01 and E: 764128.20; run thence N 50°16'03" W for a distance of 2,896.85 feet to a 1/2" rebar set, said rebar being the Point of Beginning of this description, said rebar being further defined by Mississippi East State Plane Coordinates of N: 1772355.70 and E: 761900.42; run thence N 87° 10' 28" W for a distance of 40.00 feet to a 1/2" rebar set; run thence N 02° 49' 32" E for a distance of 60.00 feet to a 1/2" rebar set; run thence S 87° 10' 28" E for a distance of 40.00 feet to a 1/2" rebar set; run thence S 02° 49' 32" W for a distance of 60.00 feet to the Point of Beginning of the herein described tract of land. Said tract contains 0.055 acre, more or less.

The above description is based on Mississippi East State Plane Coordinate System Grid North as determined by GPS Observations with a Convergence of (-0°24'42") and a scale factor of 1.00000547 calculated at The Point of Commencement. Horizontal Datum based on NAD 83(2011) and Vertical Datum based on NAVD 88 as posted on station: GCGC Real Time Network, CORS- This is a GPS Continuously Operating Reference Station, Designation- Oxford CORS ARP, MSOX, PID - DK6714, Lat- 34° 21' 50.93055", Long- 89° 31' 56.51634". All property corners set are 1/2" rebar with survey cap (WEC - COA 159).

B. Property to Be Conveyed by Seller to the City as an Ingress/Egress/Utility Easement:

The property to be conveyed by Seller to the City as an Ingress/Egress/Utility Easement is described as follows (TR 2 on Exhibit A) : A tract of land being a fraction of the South Half (S

1/2) of Section 24, Township 8 South, Range 4 West, City of Oxford, Lafayette County, Mississippi; being described in more detail as follows:

Commencing at a 3/4" rebar found marking the Southeast Corner of Section 24, Township 8 South, Range 4 West, City of Oxford, Lafayette County, Mississippi, said rebar being further defined by Mississippi East State Plane Coordinates of N: 1770504.01 and E: 764128.20; run thence N 50°16'03" W for a distance of 2,896.85 feet to a 1/2" rebar set; run thence N 87°10'28" E for a distance of 14.85 feet to a 1/2" rebar set on the West line of an existing Ingress/Egress/Utility Easement, said rebar being the Point of Beginning of this description, said rebar being further defined by Mississippi East State Plane Coordinates of N: 1772356.43 and E: 761885.58; run thence along said West line as follows: S 02° 46' 29" W for a distance of 36.39 feet to a 1/2" rebar set; run thence S 03° 59' 48" W for a distance of 13.82 feet to a 1/2" rebar set; run thence N 86° 00' 12" W leaving said West line for a distance of 10.00 feet to a 1/2" rebar set; run thence N 03° 59' 48" E for a distance of 13.62 feet to a 1/2" rebar set; run thence N 02° 46' 29" E for a distance of 36.38 feet to a 1/2" rebar set; run thence S 87° 10' 28" E for a distance of 10.00 feet to the Point of Beginning of the herein described tract of land. Said tract contains 0.011 acre, more or less.

The above description is based on Mississippi East State Plane Coordinate System Grid North as determined by GPS Observations with a Convergence of (-0°24'42") and a scale factor of 1.00000547 calculated at The Point of Commencement. Horizontal Datum based on NAD 83(2011) and Vertical Datum based on NAVD 88 as posted on station: GCGC Real Time Network, CORS- This is a GPS Continuously Operating Reference Station, Designation- Oxford CORS ARP, MSOX, PID - DK6714, Lat- 34° 21' 50.93055", Long- 89° 31' 56.51634". All property corners set are 1/2" rebar with survey cap (WEC - COA 159).

2. PURCHASE PRICE: The consideration for sale of the Property and conveyance of the Temporary Construction Easement shall be a total of $87,500.00 given at Closing.

3. TAXES: Responsibility of ad valorem taxes, if any, on the Property shall be the responsibility of the Seller and prorated and paid over to Buyer as of the day of Closing.

4. TITLE: Seller shall transfer the Property to be sold with good and marketable title free of all liens, easements, covenants, encumbrances and defects, except those specifically accepted by the City, and conveyance shall be by general Right of Way Deed. Seller shall transfer the Property to be conveyed as a Temporary Construction Easement with good and marketable title free of all liens, easements, covenants, encumbrances and defects, except those specifically accepted by the City, and conveyance shall be by instrument designated Temporary Construction Easement.

5. INSPECTIONS: Buyer and Buyer's agents, with Seller's reasonable cooperation, shall make all such inspections as it or they deem desirable, and Buyer is authorized to conduct all customary inspections of the Property. Seller agrees to provide to Buyer all known relevant information affecting and/or regarding the Property, including, but not limited to, soil reports, compaction tests, topographical surveys, environmental reports, title certificates, governmental notifications, maps, aerial photographs, and contracts or agreements, or any other survey, map, or report.

6. CLOSING DATE: The date of closing ("Closing") shall be as soon as possible after all conditions to this Contract have been fully met and the City has taken necessary actions in preparation of closing, or on such earlier date as to which both parties agree, in writing.

7. CLOSING COSTS: Except where specifically mentioned in this Contract, the Parties shall be responsible for and bear their own expenses related to the conveyance. Buyer shall be responsible for the recording cost of the Right of Way Deed, and of the Temporary Construction Easement.

8. DELIVERIES: The Seller shall furnish to the City at or before closing:

a) Right of Way Deed to the Property and Temporary Construction Easement prepared at Buyer's expense;
b) a standard form contractor's/owner's affidavit holding the City harmless against any unpaid or unknown liens, in a form acceptable to City in its sole discretion;
c) a resolution or minutes of the Seller showing its authority to transfer the Property and the authority to execute all documents necessary to consummate the conveyance;
d) all other documents that may be necessary or reasonably requested by the City.

9. REPRESENTATIONS AND WARRANTIES:

(a) This Contract constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms, and Seller represents that it has full power and authority to own the Property and to enter into and perform the terms and conditions of this Contract.

(b) To Seller's knowledge: (i) the Property is not now and has never been, used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, process or in any manner deal with Hazardous Materials (as that term is hereinafter defined); (ii) no Hazardous Materials have ever been installed, placed, or in any manner dealt with on the Property; and (iii) no owner of the Property or any tenant, subtenant, occupant, prior tenant, prior subtenant, prior occupant or person (collectively, "Occupant") has received any notice or advice from any governmental agency or any Occupant with regard to Hazardous Materials on, from or affecting the Property. The term "Hazardous Materials" as used herein includes, without limitation, hazardous materials, hazardous wastes, hazardous or toxic substances, or related or similar materials, asbestos or any material containing asbestos, or any other substance or material as may be defined as a hazardous or toxic substance by any federal, state or local environmental laws, rules and regulations.

(c) The Seller as of the date of closing is a business corporation in good standing with the Mississippi Secretary of State's office.

(d) The execution, delivery and performance of this Contract by Seller have been duly authorized by all necessary action and no further action is necessary on its part to make this

Contract valid, binding and enforceable against Seller.

(e) Seller represents and warrants that it knows of no covenants, declarations, liens or other restrictions which could limit use by City of the Property for its intended purposes.

(f) Seller represents and understands and agrees that it has the right to receive full and just compensation for the Property based on an appraisal, and for any portion of the Property for which it does not receive full compensation, it waives its right to receive full compensation for Property at Closing and donates a portion of the Property to the City.

(g) All representations, conditions and agreements shall survive the closing and remain in full effect.

10. CONVEYANCE SUBJECT TO CITY ACCEPTANCE: If for any reason the City, at its sole discretion, is unable to accept transfer of the Property, the Closing and conveyance may be postponed until a time at which the City is able to accept the Property and in all other respects this Contract will remain in effect as to the transfer. Alternatively, the City may, if necessary, choose to void this Contract at any time prior to closing.

11. BREACH:

(a) In the event of a default or breach by Seller of any of the covenants or conditions or obligations of Seller under this Contract or in the event any of Seller's representations and warranties are not true and correct as of Closing, Buyer shall give notice to Seller and may pursue any remedies allowed in law or in equity.

(b) In the event of a default or breach by Buyer of the obligations of Buyer under this Contract, Seller's sole remedy shall be to terminate this Contract by giving notice to Buyer.

12. ENTIRE AGREEMENT; NON-WAIVER: This Contract constitutes the entire and final agreement of the parties, incorporates all prior agreements between the parties and cannot be modified except by their written consent. Each party acknowledges that it has read and understands the terms and conditions of this Contract. No waiver by a party of any provision of this Contract shall be deemed to have been made unless in writing, and any such waiver shall not operate as a waiver of any other right, power or privilege under this Contract.

13. CHOICE OF LAW: The terms, conditions and provisions of this Contract shall be construed according to the laws of the State of Mississippi.

14. DESIGNATION: The parties designate Seller's counsel at Closing as the person responsible for filing Form 1099 with the Internal Revenue Service following the consummation of the described transaction. The parties intend that this Section shall constitute a "designation agreement" within the meaning of 26 CFR Section 1.6045-4, as the same may be amended from time to time.

15. AGENTS: Seller hereby represents and warrants that it has not engaged the

services of any agent, broker, or similar party in connection with this transaction. Buyer represents and warrants that it has not engaged the services of any agent, broker, or similar party in connection with this transaction.

16. COUNTERPARTS: This Contract may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute but one and the same instrument.

SO AGREED AND ENTERED into on the date shown above.

BUYER:

The City of Oxford, Mississippi

_____

By: Robyn Tannehill

_____

Attest: Ashley Atkinson, Clerk

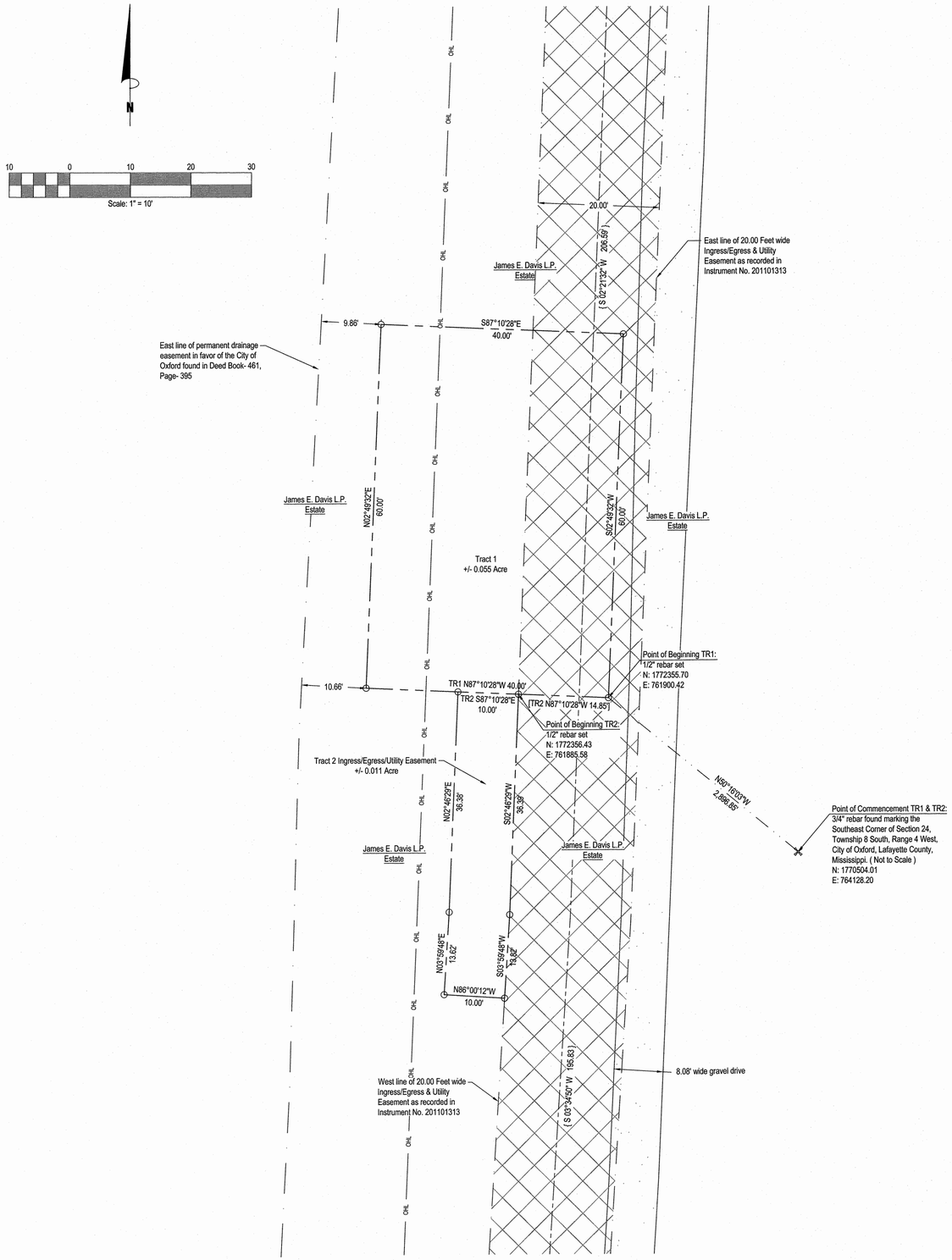
SELLER:

James E. Davis, LP

_____

By: Kendall E. Davis, General Partner

EXHIBIT A



LEGEND

	PROPERTY LINES
	SECTION TIE
	CENTERLINE ROAD
	EXISTING EASEMENT LINES
OHL	OVERHEAD LINES
	EXISTING EASEMENT AREAS
	GRAVEL AREAS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
	SECTION CORNER
	PROPERTY CORNERS
S 89°57'34" W 210.00'	MEASURED CALLS
[N 79°36'00" W 210.00']	COMMENCEMENT CALLS

(All symbols in legend may not be used on current survey.)

Notes:
1. This is a Class "B" Survey as set forth in Appendix "A" of the Standards of Practice for Land Surveying in the State of Mississippi.
2. Global Positioning System (GPS) was used to locate or establish Boundary Survey Points on subject survey and points were derived by GCGC Real Time Network, NAD83(2011) CORS epoch 2010.00.
3. Field survey completed June 19, 2025.
4. All bearings are based on Mississippi East State Plane Coordinate System Grid North as determined by GPS Observations with a Convergence of (-0°24'42") and a scale factor of 1.00000547 calculated at The Point of Commencement .
5. 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' 50.93055"
   Long- 89° 31' 56.51634"
6. Subject survey is Zoned SMF "Suburban Multi-Family District" as per City of Oxford Interactive Zoning Map Adopted March 19, 2019 and is subject to the regulations, setbacks, and easements found in the City of Oxford Land Development Code latest addition.
7. This property is subject to any right-of-way or easements recorded or unrecorded shown or not shown on plat of survey.
8. All property corners set are 1/2" rebar with survey cap (WEC - COA 159), unless otherwise stated.
9. No underground utilities requested or shown on subject survey.
10. Deed References:
    A. Deed Book-WR19, Page-048 B. Deed Book-472, Page-136 C. Instrument No. 201101313
    D. Previous survey for James E. Davis L.P. by WEC dated 8/16/2019 with Project No. SV-193283.

TR1 Description: A tract of land being a fraction of the South Half (S 1/2) of Section 24, Township 8 South, Range 4 West, City of Oxford, Lafayette County, Mississippi; being described in more detail as follows:

Commencing at a 3/4" rebar found marking the Southeast Corner of Section 24, Township 8 South, Range 4 West, City of Oxford, Lafayette County, Mississippi, said rebar being further defined by Mississippi East State Plane Coordinates of N: 1770504.01 and E: 764128.20; run thence N 50°16'03" W for a distance of 2,896.85 feet to a 1/2" rebar set, said rebar being the Point of Beginning of this description, said rebar being further defined by Mississippi East State Plane Coordinates of N: 1772355.70 and E: 761900.42; run thence N 87° 10' 28" W for a distance of 40.00 feet to a 1/2" rebar set; run thence N 02° 49' 32" E for a distance of 60.00 feet to a 1/2" rebar set; run thence S 87° 10' 28" E for a distance of 40.00 feet to a 1/2" rebar set; run thence S 02° 49' 32" W for a distance of 60.00 feet to the Point of Beginning of the herein described tract of land. Said tract contains 0.055 acre, more or less.

The above description is based on Mississippi East State Plane Coordinate System Grid North as determined by GPS Observations with a Convergence of (-0°24'42") and a scale factor of 1.00000547 calculated at The Point of Commencement. Horizontal Datum based on NAD 83(2011) and Vertical Datum based on NAVD 88 as posted on station: GCGC Real Time Network, CORS- This is a GPS Continuously Operating Reference Station, Designation- Oxford CORS ARP, MSOX, PID - DK6714, Lat- 34° 21' 50.93055", Long- 89° 31' 56.51634". All property corners set are 1/2" rebar with survey cap (WEC - COA 159). This Description was prepared by Williams Engineering Consultants, Inc. (662-236-9675)

TR2 Ingress/Egress/Utility Easement Description: A tract of land being a fraction of the South Half (S 1/2) of Section 24, Township 8 South, Range 4 West, City of Oxford, Lafayette County, Mississippi; being described in more detail as follows:

Commencing at a 3/4" rebar found marking the Southeast Corner of Section 24, Township 8 South, Range 4 West, City of Oxford, Lafayette County, Mississippi, said rebar being further defined by Mississippi East State Plane Coordinates of N: 1770504.01 and E: 764128.20; run thence N 50°16'03" W for a distance of 2,896.85 feet to a 1/2" rebar set; run thence N 87°10'28" E for a distance of 14.85 feet to a 1/2" rebar set on the West line of an existing Ingress/Egress/Utility Easement, said rebar being the Point of Beginning of this description, said rebar being further defined by Mississippi East State Plane Coordinates of N: 1772356.43 and E: 761885.58; run thence along said West line as follows: S 02° 46' 29" W for a distance of 36.39 feet to a 1/2" rebar set; run thence S 03° 59' 48" W for a distance of 13.82 feet to a 1/2" rebar set; run thence N 86° 00' 12" W leaving said West line for a distance of 10.00 feet to a 1/2" rebar set; run thence N 03° 59' 48" E for a distance of 13.62 feet to a 1/2" rebar set; run thence N 02° 46' 29" E for a distance of 36.38 feet to a 1/2" rebar set; run thence S 87° 10' 28" E for a distance of 10.00 feet to the Point of Beginning of the herein described tract of land. Said tract contains 0.011 acre, more or less.

The above description is based on Mississippi East State Plane Coordinate System Grid North as determined by GPS Observations with a Convergence of (-0°24'42") and a scale factor of 1.00000547 calculated at The Point of Commencement. Horizontal Datum based on NAD 83(2011) and Vertical Datum based on NAVD 88 as posted on station: GCGC Real Time Network, CORS- This is a GPS Continuously Operating Reference Station, Designation- Oxford CORS ARP, MSOX, PID - DK6714, Lat- 34° 21' 50.93055", Long- 89° 31' 56.51634". All property corners set are 1/2" rebar with survey cap (WEC - COA 159). This Description was prepared by Williams Engineering Consultants, Inc. (662-236-9675)

Date: June 20, 2025

RICHARD S. DANIELS — REGISTERED — LAND SURVEYOR — PLS-02922 — STATE OF MISSISSIPPI

Richard S. Daniels, PLS No. 02922

WILLIAMS ENGINEERING CONSULTANTS, INC.
Professional Engineers | Professional Land Surveyors
720 NORTH LAMAR BOULEVARD, SUITE A
P.O. BOX 1197 OXFORD, MISSISSIPPI 38655
662.236.9675

Boundary Survey For:
City of Oxford
A tract of land being a fraction of the South Half (S 1/2) of Section 24, Township 8 South, Range 4 West, City of Oxford, Lafayette County, Mississippi

REVISION	DATE

Scale:	1"=10'
Date:	6/20/2025
File:	SV-254183 (City of Oxford New Well Lot Anderson Rd)\City of Oxford Well SPCS.DWG
Proj.No.:	SV-254183
Drawn By:	JBM
Checked By:	RSD

Sheet Title: Boundary Survey

Sheet No.: 1 of 1

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Mayor and Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO

Date: August 19, 2025

Re: Request to Consider the Closure of Existing Street Right-of-Way, and Appraisal Landis Road, Formerly CR 356

Engineering has received a request that a portion of the existing street Right-of-Way of Landis Road (formerly CR 356) be closed and offered for sale to the adjacent land owner. The particular area is noted on the attached documents.

Engineering has no objections to the closure and finds this particular stretch of roadway to serve no public purpose or need.

THE CITY OF
OXFORD

MINUTES

City of Oxford

Board of Aldermen

Regular Meeting

Tuesday, September 02, 2025 at 05:00 PM

City Hall Courtroom

1. Opening the Meeting

1.a. Call to Order.

The Regular Meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi, was called to order by Mayor Tannehill at 5:00pm on Tuesday, September 2, 2025, in the courtroom of Oxford City Hall, when and where the following were present:

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

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

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

1.b. Adopt the agenda for the meeting.

It was moved by Alderman Smith, seconded by Alderman Hyneman to adopt the agenda for the meeting, with the addition of item 4.d. and to move items 7.a. and 7.b. to items 1.d. and 1.e. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

1.c. Mayor's Report

1.d. Consider a Resolution regarding the sale of city property not needed for municipal purposes. (Mark Levy)

Agenda Attachments
1. Consider Resolution Regarding the Sale of City Property Not Needed for Municipal Purpose.pdf

The Mayor gave an update of the timeline for the events surrounding this decision and reiterated that the green space around Cedar Oaks would continue to be maintained by the City as a park and walking trail. Former Alderman Rick Addy spoke and encouraged the Cedar Oaks Guild to take the house back. Cedar Oaks Guild President Keri Dibrell spoke and asked for more time to make a decision about taking the house back.

It was moved by Alderman Hyneman, seconded by Alderman Bailey to adopt a Resolution of the Mayor and Board of Aldermen regarding the sale of city property not needed for municipal purposes, as presented. All the aldermen present voting aye, with the exception of Alderman Smith who voted no, Mayor Tannehill declared the motion carried.

1.e. Request permission to advertise for sealed bids for the sale of the Cedar Oaks house. (Mark Levy)

Agenda Attachments
1. Permission to solicit bids for the sale of Cedar Oaks.pdf

It was moved by Alderman Hyneman, seconded by Alderman Howell-Atkinson to advertise for sealed bids for the sale of the Cedar Oaks house. The bids are due on October 15, 2025. The Cedar Oaks Guild has until October 14th to let the City know if they want to take the house. All the aldermen present voting aye, with the exception of Alderman Smith who voted no, Mayor Tannehill declared the motion carried.

2. Regular Agenda: City Clerk's Office

2.a. Request permission to approve a correction to the minutes of the Regular Meeting on September 17, 2024. (Ashley Atkinson)

Agenda Attachments
1. Corrected_minutes_09172024.pdf

It was moved by Alderman Hyneman, seconded by Alderman Crowe to approve a correction to the minutes of the Regular Meeting on September 17, 2024, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

2.b. Request permission to approve the minutes from the Recess Meeting on August 6, 2025 and the Regular Meeting on August 19, 2025. (Ashley Atkinson)

Agenda Attachments
1. Draft_08062025_Minutes.pdf
2. Draft_08192025_minutes.pdf

It was moved by Alderman Howell-Atkinson, seconded by Alderman Taylor to approve the minutes from the Recess Meeting on August 6, 2025 and the Regular Meeting on August 19, 2025. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

2.c. Request permission to approve the accounts for all city departments. (Ashley Atkinson)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to approve the accounts for all city departments including a claims docket showing General Fund claims numbered 137673-137847 and ACHs 292-294, Water & Sewer claims numbered 40287-40310 and ACHs 254-255, Trust & Agency claims numbered 53373-53437 and ACHs 193-195, Metro Narcotics claims numbered 9228-9230 and ACHs 90-91, OPC Activity Fund claims numbered 4370-4399, an SB2468 claim numbered 1007, and totaling $1,148,604.14. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

2.d. Budget Hearing for fiscal year 2025-2026 proposed budget. (Ashley Atkinson)

Agenda Attachments
1. Resolution Mill Rate 2025-2026_2025_taxroll.pdf
2. FY2025_2026_Budget_Summary.pdf

City Clerk-Finance Director, Ashley Atkinson, presented the proposed budget for FY 2025-2026. There will be no change to the mill rate for the upcoming year and there were no public comments. The budget and the mill rate will be adopted at the upcoming Recess meeting on September 10, 2025 at 4:00pm.

3. Consider the consent agenda:

3.a. Fixed Asset Management:

i. Request permission to declare a rim clamp 5060A tire machine with SN 594103937 surplus in the City Shop Department and authorize its disposal. (Lynwood Jones)
ii. Request permission to declare an Apple iPad Air with SN DMPFN0ZJQ19C (audit system # 4010), an Apple Pencil with SN HJTFKWNNJKM & an Apple Smart Keyboard with SN FTPDJE7ZMJ66 (audit system # 4009- includes both pencil and keyboard), and an Apple iPad Pro with SN DMPTF2Z0GXQ4 (audit system # 2622) surplus in the Development Services - Building Department and authorize their disposal. (Johnathan Mizell)
iii. Request permission to declare a 3rd Eye Side Camera, model AWT2049SC36 and SN 220653223, a 3rd Eye Rear Camera, model AWT2020T and SN 5374A TPC, a 3rd Eye Curbside Camera, model AWT2020T and SN 4C1FE8TPC, and a 3rd Eye Rear Camera, model AWT2020T and SN 4C1FE0TPC surplus in the Environmental Services Department and authorize their disposal. (Amberlyn Liles)
iv. Request permission to declare a 2018 Ford Explorer with VIN 1FM5K8AR6JGA36971 (audit system # 2877) and a 2019 Dodge Charger with VIN 2C3CDXAG6KH547010 (audit system # 3650) surplus in the Oxford Police Department and authorize their disposal. (Jeff McCutchen)
v. Request permission to declare a set of green John Deere pallet forks (audit system # 1515), a green John Deere grapple bucket with yellow asset tag 02759 & Wasp tag 22116 (audit system # 1895), a Ventrac Leaf Vac RU602 with SN RV602-AB01499 (audit system # 671), a Ventrac Edger ED202 with SN ED202-AA02322 and asset tag 03724 (audit system # 1023), a Ventrac Buffalo Turbine with SN 31173 and asset tag 03722 (audit system # 3327) surplus in the Buildings & Grounds Department and authorize their disposal. (Greg Pinion)
vi. Request permission to declare a Motorola APX 6000 handheld radio with SN 481CRX9843, yellow asset tag 3122, and Wasp tag 21103 (audit system # 2363) surplus in the Oxford Fire Department and authorize its disposal. (Joey Gardner)

Agenda Attachments
1. Tire Machine Surplus.pdf
2. Dev Svcs_Bldg DeptSurplus.pdf
3. Surplus Form - 3rd Eye Camera from TK411 8.18.2025.pdf
4. Surplus Form - 3rd Eye Camera from TK433 8.18.2025.pdf
5. Surplus Form - 3rd Eye Camera from TK449 8.18.2025.pdf
6. Surplus form 3rd Eye Camera System Kit - TK424.pdf
7. Surplus form - Ice Maker Machine.pdf
8. Surplus of 2 totaled chargers.pdf
9. B_G_Surplus.pdf
10. OFD_surplus.pdf
11. Apple Inv AF10220253- Megan Baker old iPad.pdf

12. Megan Baker old ipad form.pdf
13. Purch. details- megan baker old ipad.pdf

3.b. Grants:

i. Request permission to accept a grant, #25LE286, from the MS Office of Homeland Security, in the amount of $102,000.00, for the Regional Fusion Center at the Oxford Police Department. (Jeff McCutchen)

Agenda Attachments
1. MOHS_grant_Fusion_Center.pdf

3.c. Human Resources:

i. Request permission to promote Israel Ojeda from RDO I/ EMT to Lieutenant I/ EMT in the Oxford Fire Department, with a new annual salary of $60,887.40. (Braxton Tullos)
ii. Request permission to accept the resignation of Charles Barranco in the Oxford Fire Department, effective September 2, 2025. (Braxton Tullos)
iii. Request permission to accept the voluntary demotion of Marley Barlow from Patrol Corporal to Records Clerk in the Oxford Police Department, with a new annual salary of $39,351.41, effective September 4, 2025. (Braxton Tullos)
iv. Request permission to hire Eden Cain as a Full-time Communications Officer in the Oxford Police Department, with an annual salary of $37,575.24. (Braxton Tullos)
v. Request permission to promote Sam Rutherford to Corporal in the Oxford Police Department, with a new annual salary of $60,222.86, effective September 4, 2025. (Braxton Tullos)
vi. Request permission to approve Thompson Dabney as an unpaid volunteer for the Oxford Police Department. (Braxton Tullos)
vii. Request permission to promote Caylynn Scott from Part-time Communications Officer to Full-time Communications Officer in the Oxford Police Department, with a new annual salary of $37,575.24, effective September 1, 2025. (Braxton Tullos)
viii. Request permission to hire Senneca Evans as a Part-time employee, with an hourly rate of $15.00, and to hire Beverly McGloflin as a Deputy Court Clerk, with an annual salary of $45,205.60, in the Municipal Court Department. (Braxton Tullos)
ix. Request permission to hire Barry Arrington as a Part-time Sports Turf Specialist in the mTrade Park Department, with an hourly rate of $30.00. (Braxton Tullos)
x. Request permission to hire Hannah Michaels as a Part- time Office Worker in the Environmental Services Department, with an hourly rate of $15.00. (Braxton Tullos)
xi. Request permisson to accept the resignation of Keuntea Booker in the Environmental Services Department, effective August 21, 2025. (Braxton Tullos)
xii. Request permission to approve volunteers for the Oxford ARC. (Kelli Briscoe)

3.d. Miscellaneous:

i. Request permission to approve the water and sewer adjustments as per the Oxford Utilities Adjustment Policy. (Rob Neely)
ii. Update several ADA policies. (Braxton Tullos)
iii. Accept donations on behalf of the Oxford ARC. (Kelli Briscoe)

Agenda Attachments
1. Water_sewer_adj_09022025.pdf
2. LEP Policy - City of Oxford.pdf
3. City of Oxford MDOT Title VI Agreement.pdf
4. City of Oxford ADA Policy 2025.pdf
5. City of Oxford ADA Grievance Procedure.pdf
6. ADA GRIEVANCE FORM.pdf
7. ADA 2025 Updates Memo.pdf
8. donations.pdf

3.e. Travel Requests:

i. Request permission for an employee to attend the MSAE Annual Conference in Cleveland, MS on November 3-5, 2025 at an estimated cost of $656.00. (Micah Quinn)

ii. Request permission for two employees to attend the MS Tourism Association Governor's Conference in Vicksburg, MS on October 1-3, 2025 at an estimated cost of $1,505.00. (Micah Quinn)
iii. Request permission for an employee to attend the 2025 Municipal Court Clerk's Conference in Oxford, MS on September 17-19, 2025 at no cost to the City. (Nickie Denley)
iv. Request permission for an Alderman to attend the 2025 MML Small Town Conference in Choctaw, MS on October 15-16, 2025 at an estimated cost of $500.00. (Ashley Atkinson)
v. Request permission for two employees to attend the Central Service Association (CSA) Fall Financial Conference on November 19-21, 2025 in Franklin, TN at an estimated cost of $2,603.00. (Rob Neely)

4. Regular Agenda: Other Departments

4.a. Adopt a proclamation declaring September as Suicide Prevention Month.

It was moved by Alderman Smith, seconded by Alderman Crowe to adopt a proclamation declaring September as Suicide Prevention Month. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

4.b. Consider an employee dress code.

Agenda Attachments
1. Dress Code Final.pdf

It was moved by Alderman Bailey, seconded by Alderman Howell-Atkinson to adopt an employee dress code, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

4.c. Second Reading and Public Hearing for a proposed Ordinance amending Chapter 38, Article II-Technical Codes of the Code of Ordinances of The City of Oxford, to accept the 2024 edition of the International Fire Code. (Joey Gardner)

Agenda Attachments
1. OFD_code_changes.pdf

After calling for public comment and receiving none, it was moved by Alderman Hyneman, seconded by Alderman Bailey to approve Ordinance 2025-11 to amdne Chapter 38, Article II-Technical Codes of the Code of Ordinances of the City of Oxford, to accept the 2024 edition of the International Fire Code. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

4.d. Request permission to approve budget amendments for the 5311 grant for the Oxford-University Transit System. (Donna Zampella)

Agenda Attachments
1. OUT Budget Amendment SA#1 8-2025.pdf
2. OUT-SA #1 5311 503730 City of Oxford 24-25 Transmittal Letter.pdf

It was moved by Alderman Howell-Atkinson, seconded by Alderman Bailey to approve the budget amendments for the 5311 grant for the Oxford-University Transit system, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

5. Regular Agenda: Police Department

5.a. Request permission for St. John's Catholic Church to hire uniformed, off duty officers for traffic assistance, at an hourly rate of $46.00. (Jeff McCutchen)

It was moved by Alderman Bailey, seconded by Alderman Hyneman to approve a request by St. John's Catholic Church to hire uniformed, off-duty officers for traffic assistance, at an hourly rate of $46.00. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

5.b. Request permission for St. Peter's Episcopal Church to hire uniformed, off duty officers for traffic assistance, at an hourly rate of $46.00. (Jeff McCutchen)

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

request by St. Peter's Episcopal Church to hire uniformed, off-duty officers for traffic assistance, at an hourly rate of $46.00. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

5.c. Request permission to approve a Parade/Assembly permit for MS Sports Medicine to host a Radio show on September 8, 2025 from 1:30pm-2:30pm. (Jeff McCutchen)

Agenda Attachments
1. Sports_Med_Parade_permit.pdf

It was moved by Alderman Bailey, seconded by Alderman Crowe to approve a Parade/ Assembly permit for MS Sports Medicine to host a radio show on September 8, 2025 from 1:30pm-2:30pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

5.d. Request permission to approve a Parade/Assembly permit for Janice Carr to host a Peaceful Protest on October 18, 2025 from 11am-1pm. (Jeff McCutchen)

Agenda Attachments
1. Carr_permit.pdf

It was moved by Alderman Hyneman, seconded by Alderman Howell-Atkinson to approve a Parade/Assembly Permit for Janice Carr to host a Peaceful Protest on October 18, 2025 from 11:00am-1:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

5.e. Request permission to approve seven Parade/Assembly Permits for Visit Oxford to host events around the square during the upcoming months. (Kinney Ferris/Jeff McCutchen)

Agenda Attachments
1. VO-permits_.pdf

It was moved by Alderman Bailey, seconded by Alderman Smith to approve seven Parade/ Assembly Permits for Visit Oxford to host events around the square during the upcoming months. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6. Regular Agenda: Development Services-Planning Department

6.a. Second Reading and Public Hearing for a proposed Ordinance amending the Zoning Map for Case #3253 by Elizabeth Fitts, to rezone +/- .44 acres from Suburban Residential (SR) to Neighborhood Residential (NR) for property located on Christman Road, being further identified as PPIN #30663. (Ben Requet)

Agenda Attachments
1. 3253 MBoA Second Reading.pdf

After calling for public comment and receiving none, it was moved by Alderman Hyneman, seconded by Alderman Smith to approve Ordinance 2025-12 to amend the Zoning Map for Case #3253 by Elizabeth Fitts, to rezone +/- .44 acres from Suburban Residential (SR) to Neighborhood Residential (NR) for property located on Christman Road, being further identified as PPIN #30663. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6.b. Second Reading and Public Hearing for a proposed Ordinance amending the Zoning Map for Case #3254 by Elizabeth Fitts, to remove +/- .44 acres from the Blackberry Hills Planned Unit Development for property located on Christman Road, being further identified as PPIN #30663. (Ben Requet)

Agenda Attachments
1. 3254 MBoA Second Reading.pdf

After calling for public comment and receiving none, it was moved by Alderman Smith, seconded by Alderman Crowe to approve Ordinance 2025-13 to amend the Zoning Map for Case #3254 by Elizabeth Fitts, to removed +/- .44 acres from the Blackberry Hills Planned Unit Development for property located on Christman Road, being further identified as PPIN

#30663. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6.c. Second Reading and Public Hearing for a proposed Ordinance amending the Zoning Map for Case #3255 by Andy Callicutt, to amend the Blackberry Hills Planned Unit Development for property located on Northwood Trails & Christman Road, being further identified as PPIN #4975, #5004, #5047, #26268 & #30362. (Ben Requet)

Agenda Attachments
1. 3255 MBoA Second Reading.pdf

After calling for public comment and receiving none, it was moved by Alderman Smith, seconded by Alderman Hyneman to approve Ordinance 2025-14 to amend the Zoning Map for Case #3255 by Andy Callicutt, to amend the Blackberry Hills Planned Unit Development for property located on Northwood Trails & Christman Road, being further identified as PPINs #4975, #5004, #5047, #26268, and #30362. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

7. Regular Agenda: Special Projects

7.a. Consider the recommendation of the Avent Park Selection Committee to accept a proposal and begin negotiations on a contract for the purchase of playground equipment. (Mark Levy)

Agenda Attachments
1. Avent Park Playground Selection Committee.pdf

It was moved by Alderman Bailey, seconded by Alderman Crowe to approve the recommendation of the Avent Park Selection Committee and accept the proposal from Planet Recess and to begin negotiations on a contract for the purchase of playground equipment. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

7.b. Consider bids received for a Temporary Ice Skating Rink for Holly Jolly Holidays at mTrade Park. (Mark Levy)

Agenda Attachments
1. Consider bids for the Temporary Ice Skating Rink for Holly Jolly Holiday.pdf

It was moved by Alderman Bailey, seconded by Alderman Crowe to accept the bids received for a Temporary Ice Skating Rink for Holly Jolly Holidays at mTrade Park. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

7.c. Consider Change Order No. 1 from Century Construction for the City Hall Renovation Project. (Mark Levy)

Agenda Attachments
1. Consider Change Order No. 1 with Century Construction for the renovation to the Historic City Hall.pdf

It was moved by Alderman Bailey, seconded by Alderman Crowe to approve Change Order #1, in the amount of $400.00, from Century Construction for the City Hall Renovation Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

8. Regular Agenda: Development Services-Engineering Department

8.a. Request permission to approve and authorize the Mayor to sign a contract for the purchase of Lot 2, Anderson Road Student Housing Development. (John Crawley)

Agenda Attachments
1. Memo - Authorize Mayor to Sign Contract for Purchase of Lot 2 Anderson Road Student Housing Property - Combined.pdf

It was moved by Alderman Bailey, seconded by Alderman Hyneman to approve and authorize the Mayor to sign a contract, in the amount of $1,450,000.00, along with $4,900.00 in title insurance costs, for the purchase of Lot 2, Anderson Road Student Housing Development. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

8.b. Request permission to accept the bids received and award a low bid for the Punkin Water System Water Plant Demolition Project. (John Crawley)

Agenda Attachments
1. Memo - Award Low Bid for Punkin Water System Plant Demolition - Combined.pdf

It was moved by Alderman Bailey, seconded by Alderman Crowe to accept the bids received and award a low bid to Cleveland Construction, in the amount of $129,500.00, for the Punkin Water System Water Plant Demolition Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

8.c. Request permission to accept the bids received and award a low bid for the Punkin Water Well Abandonment Project. (John Crawley)

Agenda Attachments
1. Memo - Award Low Bid for Punkin Water Well Abandonment - Combined.pdf

It was moved by Alderman Bailey, seconded by Alderman Howell-Atkinson to accept the bids received and award a low bid to Parks and Parks Water Well, in the amount of $82,500.00, for the Punkin Water Well Abandonment Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

8.d. Consider a request from Mid-South Companies, LLC for the City of Oxford to provide water services to a proposed development on CR 101, north of the City limits. (John Crawley)

Agenda Attachments
1. Memo - Request to Supply Water to Lamar Lakes in Lafayette County - Combined.pdf

It was moved by Alderman Bailey, seconded by Alderman Smith to approve a request from Mid-South Companies, LLC for the City of Oxford to provide water services to a proposed development on CR 101, north of the City limits. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

8.e. Consider a request for overnight work and a street closure on Jefferson Avenue, from 11th Street to 14th Street, to repair crosswalks. (John Crawley)

Agenda Attachments
1. Memo - Request for Overnight Work and Street Closure of Jefferson Avenue for Street Dept_.pdf

It was moved by Alderman Bailey, seconded by Alderman Crowe to approve a request for overnight work and to close Jefferson Avenue, from 11th Street to 14th Street, to repair crosswalks. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

9. Regular Agenda: Closing the Meeting

9.a. Consider an executive session.

It was moved by Alderman Bailey, seconded by Alderman Hyneman to consider an executive session for personnel issues, a matter of potential litigation, two matters related to property ownership, and a matter related to police security measures. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Crowe to enter into an executive session for personnel issues in the Oxford Police Department and the Environmental Services Department, a matter of potential litigation regarding a water well, a matter related to property ownership on Jackson Ave East, a matter related to property ownership near the hospital, and an issue related to police security measures on South Lamar. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Crowe, seconded by Alderman Bailey to hire a Public Relations consultant for a month, at an amount not to exceed $2,500.00. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Crowe to get updated property appraisals for the outdoor dining areas along Jackson Avenue East. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

It was moved by Alderman Howell-Atkinson, seconded by Alderman Hyneman to suspend Oxford Police Department employee, Dylan Edwards, for five days, for violation of City policy. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Crowe to terminate the employment of Environmental Services employee, Lukas Vanlandingham, effective September 2, 2025. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

9.b. Recess to meet on Wednesday, September 10, 2025 at 4:00pm.

It was moved by Alderman Howell-Atkinson, seconded by Alderman Hyneman to recess the meeting to Wednesday, September 10, 2025 at 4:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

Robyn Tannehill

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk-Finance Director

CORPORATION OF OXFORD, MISSISSIPPI

THE CITY OF
OXFORD

MEMORANDUM

To:	Board of Aldermen
From:	Mark Levy
CC:	Hollis Green
Date:	September 2, 2025
Re:	Consider Resolution for the Sale of City Property Not Needed for Municipal Purpose

The enclosed resolution is presented for the Board's consideration to authorize the sale of certain City-owned property.

Adoption of the resolution will allow the City of Oxford to proceed with the statutory requirements for disposition, including public notice, solicitation of offers, and in accordance with the procedures required by law.

Enclosure (1)

Resolution of Oxford Mississippi Regarding Sale of City Property Not Needed for Municipal Purpose

RESOLUTION OF OXFORD, MISSISSIPPI
REGARDING SALE OF CITY PROPERTY NOT NEEDED FOR MUNICIPAL PURPOSE

The Board took up for consideration the disposition of certain real property owned by the City (fully described below and in attached Exhibit "A"), and the City of Oxford, Mississippi, upon due consideration, adopts the following Resolution, which was first reduced to writing:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF OXFORD, MISSISSIPPI, FINDING CEARTIN PROPERTY IS NOT NEEDED FOR MUNICIPAL PURPOSES AND AUTHORIZING PROPERTY'S SALE PURSUANT TO MISS. CODE ANN. § 21-17-1

WHEREAS, the City of Oxford has the power to sell and convey real property owned by it, and make such order respecting the same as may be deemed conducive to the best interest of the City, pursuant to Miss. Code Ann. § 21-17-1; and

WHEREAS, the City of Oxford wishes to sell and convey Cedar Oaks, located at 601 Murray Street, more particularly described as Lots 29, 30 & 31 of Avent's Park Hills Subdivision in the Northwest Quarter (NW ¼) of Section 22, Township 08 South, Range 03 West, City of Oxford, Lafayette County, Mississippi as shown on the Official Plat of said subdivision, recorded in the Office of the Chancery Clerk of Lafayette County, Mississippi in Plat Cabinet-A, Slide-35, and shown on the survey attached, collectively in Exhibit "A", (all the "Property"); and

WHEREAS, the City of Oxford determines and finds that the Property, as described, is not needed for municipal or related purposes and it is not to be used in the operation of the City; and

WHEREAS, Cedar Oaks, together with all singular improvement on Lots 29, 30, and 31 of Avent's Park Hills Subdivision will remain a Certified Mississippi Landmark Designation; and

WHEREAS, the City of Oxford believes it is in the best interest of the public to convey the Cedar Oaks and adjoining property to a private owner who is better positioned to utilize, maintain, and preserve the structure, with the intent that such transfer will ensure the long-term stewardship of the building in a manner consistent with its historic significance; and

WHEREAS, the City of Oxford wishes to sell and convey the Property in the manner set forth in Miss. Code Ann. § 21-17-1(2)(a), and therefore must publish its intention to sell in a local newspaper at least once each week for three (3) consecutive weeks; and

WHEREAS, once advertised, the City of Oxford may accept bids for the sale and may award the sale to the highest bidder in the manner provided by law; and

NOW, THEREFORE, BE IT RESOLVED BY the Mayor and Board of Aldermen of the City of Oxford, Mississippi, as follows:

1. The City hereby declares that the Property is not needed for municipal purposes; and
2. The City authorizes the sale of the Property pursuant to Miss. Code Ann. § 21-17-1(2)(a); and
3. The City determines to take the matter up for further consideration once the bids are received.

After full discussion of this matter, Alderman _____ moved that the foregoing Resolution be adopted and said motion was seconded by Alderman _____, and upon the question being put to a vote, the vote was as follows:

Alderman Smith _____

Alderman Huelse _____

Alderman Hyneman _____

Alderman Howell-Atkinson _____

Alderman Taylor _____

Alderman Bailey _____

Alderman Crowe _____

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi; on this, the_____ day of August, 2025.

_____
ROBYN TANNEHILL MAYOR

_____
ASHLEY ATKINSON, CITY CLERK

E X H I B I T A

PLAT OF SURVEY
FOR
CITY OF OXFORD
Avent's Park Hills Subdivisions Lot 29, 30, 31

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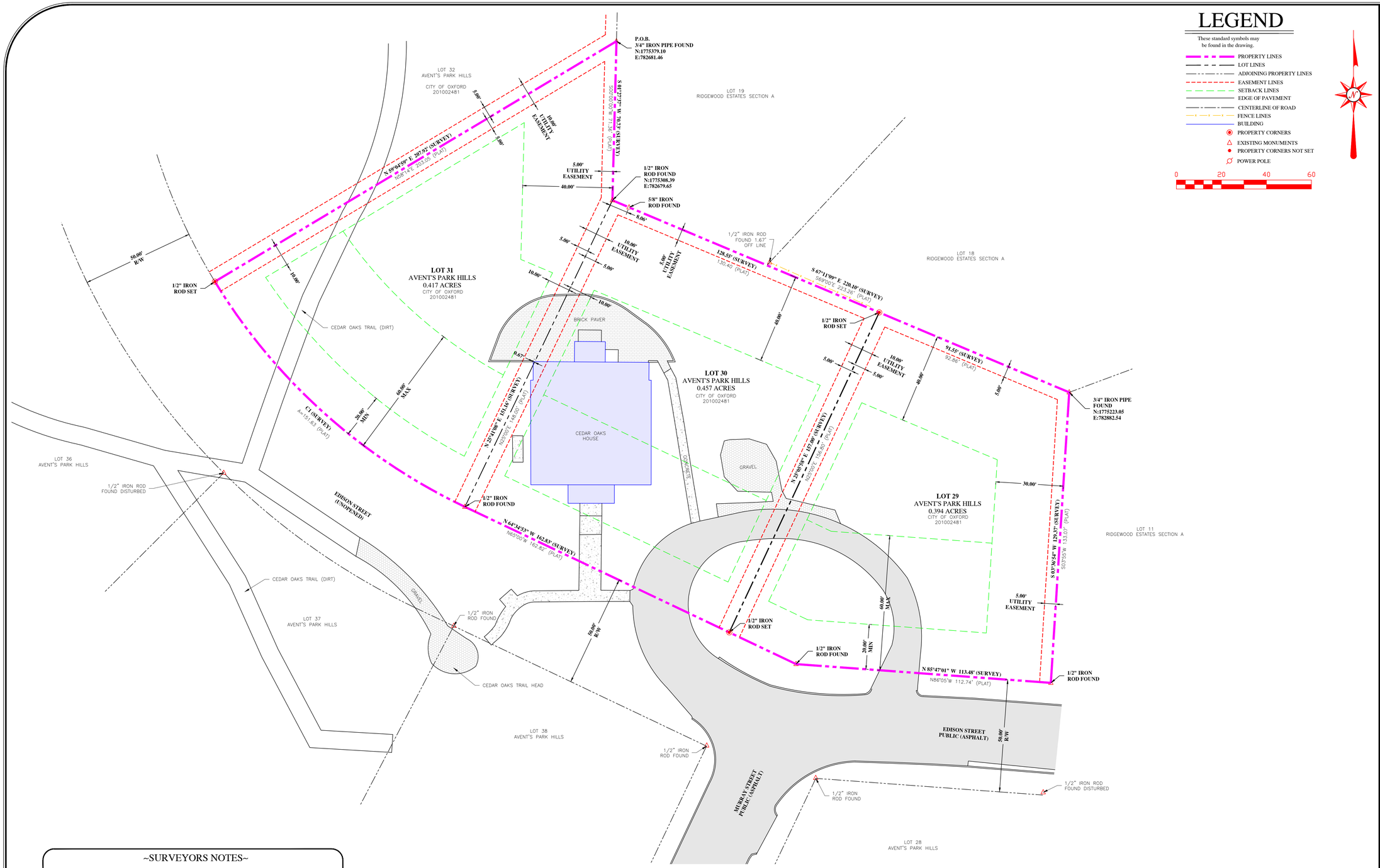

LEGEND

These standard symbols may be found in the drawing.

- PROPERTY LINES
- LOT 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

0 20 40 60

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	261.50'	151.63'	149.51'	N 47°58'13" W	33°13'22"

~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° 22' 38") And a Scale Factor Of 0.999996510 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: August 2025.
5. This Property is Zoned (INT-POS) Institutional - Public Parks and Open Spaces District, Setbacks For This Zone Are As Follows: Front yard build to line min/max = 20'/60', Side = 10' unless it abuts ER, SR, or NR, then 30', Rear = 40'
6. This survey is subject to any easements recorded or unrecorded, shown or not shown on this Plat.
7. This survey was done without the benefit of a Title search.
8. 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.

~DESCRIPTION OF SURVEY~

The following description is based on the Mississippi East State Plane Coordinate System grid North as determined by GPS observations with a convergence of (-0° 22'38") and a scale factor of 0.999996510 calculated at the Point Of Beginning. All monuments set are 1/2" Iron Rods capped with plastic caps stamped PEC COA S-190.

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Beginning at a 3/4" Iron Rod found recognized as being the Northwest Corner of Lot 31 of said Subdivision, hereinafter referred to as the POINT OF BEGINNING. Said point being further defined by Mississippi East State Plane Coordinates of N:1775379.10 and E:782681.46.

Thence run from said POINT OF BEGINNING along the common line of said Avent's Park Hill Sub. and Ridgewood Estates Section A Sub. South 01 Degrees 27 Minutes 37 Seconds West for a distance of 70.73 feet to a 1/2" Iron Rod found. Said point being further defined by Mississippi East State Plane Coordinates of N:1775308.39 and E:782679.65; Thence South 67 Degrees 11 Minutes 09 Seconds East (passing through a 5/8" Iron Rod found at a distance of 8.06 feet) for a distance of 220.10 feet to a 3/4" Iron Pipe found; Thence South 03 Degrees 36 Minutes 54 Seconds West for a distance of 129.37 feet to a 1/2" Iron Rod found; Thence leaving said common line and along the northern right-of-way of Edison Street the following courses and distances 1) North 85 Degrees 47 Minutes 01 Seconds West for a distance of 113.48 feet to a 1/2" Iron Rod found; 2) Thence North 64 Degrees 34 Minutes 53 Seconds West for a distance of 162.83 feet to a 1/2" Iron Rod found; 3) Thence with a curve turning to the right with an arc length of 151.63', a radius of 261.50', a chord bearing of North 47 Degrees 58 Minutes 13 Seconds West, and a chord length of 149.51' to a 1/2" Iron Rod set; Thence leaving said right-of-way North 59 Degrees 04 Minutes 59 Seconds East along the common line between Lot 31 and Lot 32 of said Avent's Park Hill Sub for a distance of 207.92 feet back to the POINT OF BEGINNING.

PEC
PRECISION ENGINEERING CORPORATION
EST. 1976
CIVIL • CONSULTING • GEO
LAND SURVEYORS

PHONE: (662) 234-8539
FAX: (662) 234-8639
EMAIL: OXFORD@PECORPMS.COM
WEB SITE: PECORPMS.COM
ADDRESS: 1776 N. LAMAR OXFORD, MS 38655

REVISIONS:

NO.:	DATE:	REVISIONS:	BY:
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PLAT OF SURVEY
FOR
CITY OF OXFORD
AVENT'S PARK HILLS SUB. LOTS 29, 30, 31
IN THE CITY OF OXFORD, LAFAYETTE CO., MS

DRAWN BY: J. WRAY		DATE: 08/27/2025
CHECKED BY: J. ADAMS		SCALE: 1"=20'
DRAWING NO.: 25133		

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

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THE CITY OF
OXFORD

MEMORANDUM

To: Board of Aldermen
From: Mark Levy
CC: Hollis Green
Date: September 2, 2025
Re: Permission to solicit bids for the sale of Cedar Oaks

The enclosed Notice outlines the process for the sale of Cedar Oaks. It provides detailed instructions regarding submittal requirements, the deadline for offers, and applicable special conditions. If approved, the Notice will be published in the Oxford Eagle on September 10, September 17, and September 24, and will remain posted until the offer deadline of October 15.

Enclosure (1)

Notice of Public Sale of Real Property-Cedar Oaks

THE CITY OF
OXFORD

NOTICE
PUBLIC SALE OF REAL PROPERTY

The Mayor and Board of Alderman is seeking sealed bids for the sale of real property described below:

Cedar Oaks, located at 601 Murray Street, more particularly described as Lots 29, 30 & 31 of Avent's Park Hills Subdivision in the Northwest Quarter (NW ¼) of Section 22, Township 08 South, Range 03 West, City of Oxford, Lafayette County, Mississippi as shown on the Official Plat of said subdivision, recorded in the Office of the Chancery Clerk of Lafayette County, Mississippi in Plat Cabinet-A, Slide-35, and shown on the survey attached, collectively in Exhibit "A".

DEADLINE TO SUBMIT:	1:00 pm on Wednesday, October 15th, 2025
MANNER IN WHICH TO SUBMIT OFFERS:	Individuals must submit written bids by hand or through US Mail. All submissions are due on Wednesday, October 15, 2025. Sealed envelopes should be labeled "Cedar Oaks Property". The offer inside the sealed envelope shall include the individual's offer form for the purchase of the Property, bid security (see below), and the individual's name, address, email, and phone number.
WHERE TO SUBMIT OFFERS:	Submit sealed enveloped via hand-delivery or mail to: City of Oxford Cedar Oaks Property 107 Courthouse Square Oxford, MS 38655 **Electronic offers will not be accepted.**
WHAT TO INCLUDE IS SUBMISSION:	Individuals must include Offer Form which is available for download at www.oxfordmsbids.com. **Additionally**, all bidders must include a certified check for 5% of the offer amount as bid security.
BID SECURITY:	A certified check in the amount of 5% of the offer amount should be attached to the offer form. Bid security is required

THE CITY OF OXFORD

to demonstrate the bidder's seriousness and financial capacity to complete the transaction and shall be applied to the purchase price.

DATE OFFERS BE OPENED: October 15, 2025 at 1:00 PM

SPECIAL CONDITIONS: This sale is being conducted pursuant to Miss. Code Ann. § 21-17-1. The City of Oxford makes no warranties about lot size, square footage, or property lines and shall convey said property by quitclaim deed. The described property is being sold as-is where-is. The City of Oxford shall retain ownership of the unopened portion of Edison Street and shall have no obligation to construct, open, or improve said roadway. Any improvements proposed by any party shall be subject to review and approval by the City of Oxford in accordance with all applicable ordinances and laws. All costs and expenses associated with any such improvements shall be borne solely by the owner proposing the same. The City of Oxford shall make no alterations to the Cedar Oaks Trail, except for that portion, if any, located within Lot 31 of Avent's Park Hills Subdivision.

QUESTIONS: For questions regarding the property, please contact Mark Levy at mlevy@oxfordms.net.

Upon review, the highest and best offer will be considered by the Mayor and Board of Alderman. If no adequate offers are submitted, the property will be sold by different means as provided by law. The Mayor and Board of Alderman reserves the right to reject any and all submissions and to waive any and all informalities.

Oxford Eagle advertisement dates:

September 10th
September 17th
September 24th

This advertisement will remain posted from September 10th until October 15th on www.oxfordmsbids.com.

THE CITY OF
OXFORD

Offer Form

Total bid amount for property generally described as:

Cedar Oaks, located at 601 Murray Street, more particularly described as Lots 29, 30 & 31 of Avent's Park Hills Subdivision in the Northwest Quarter (NW ¼) of Section 22, Township 08 South, Range 03 West, City of Oxford, Lafayette County, Mississippi as shown on the Official Plat of said subdivision, recorded in the Office of the Chancery Clerk of Lafayette County, Mississippi in Plat Cabinet-A, Slide-35, and shown on the survey attached, collectively in Exhibit "A".

Offer Amount:

Numbers _____

Words _____

NOTE: Buyer acknowledges and agrees that Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether expressed or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Property.

Signature: _____

Date: _____

Name: _____

Address: _____

Phone: _____

Email: _____

THE CITY OF OXFORD

Exhibit A

Property Survey

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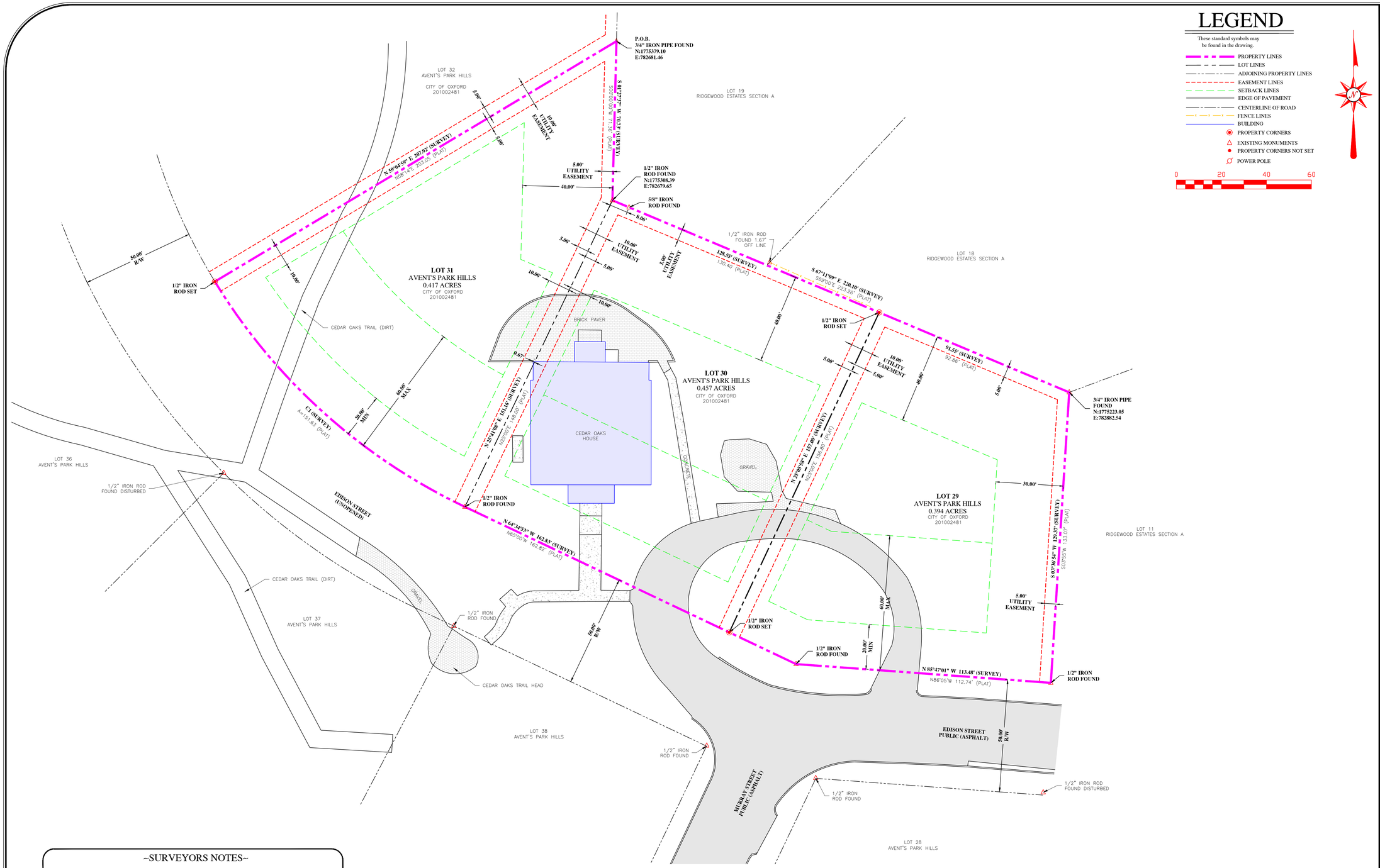

LEGEND

These standard symbols may be found in the drawing.

- PROPERTY LINES
- LOT 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

0 20 40 60

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	261.50'	151.63'	149.51'	N 47°58'13" W	33°13'22"

~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° 22' 38") And a Scale Factor Of 0.999996510 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: August 2025.
5. This Property is Zoned (INT-POS) Institutional - Public Parks and Open Spaces District, Setbacks For This Zone Are As Follows: Front yard build to line min/max = 20'/60', Side = 10' unless it abuts ER, SR, or NR, then 30', Rear = 40'
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PRECISION ENGINEERING CORPORATION
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EST. 1976
LAND SURVEYORS

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FAX: (662) 234-8639
EMAIL: OXFORD@PECORPMS.COM
WEB SITE: PECORPMS.COM
ADDRESS: 1776 N. LAMAR OXFORD, MS 38655

REVISIONS:

NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
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PLAT OF SURVEY
FOR
CITY OF OXFORD
AVENT'S PARK HILLS SUB. LOTS 29, 30, 31
IN THE CITY OF OXFORD, LAFAYETTE CO., MS

DRAWN BY: J. WRAY		DATE: 08/27/2025
CHECKED BY: J. ADAMS		SCALE: 1"=20'
DRAWING NO.: 25133		

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PAGE NO.: 1.0

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THE CITY OF OXFORD

Exhibit B

Avent's Park Hills Subdivision Plat

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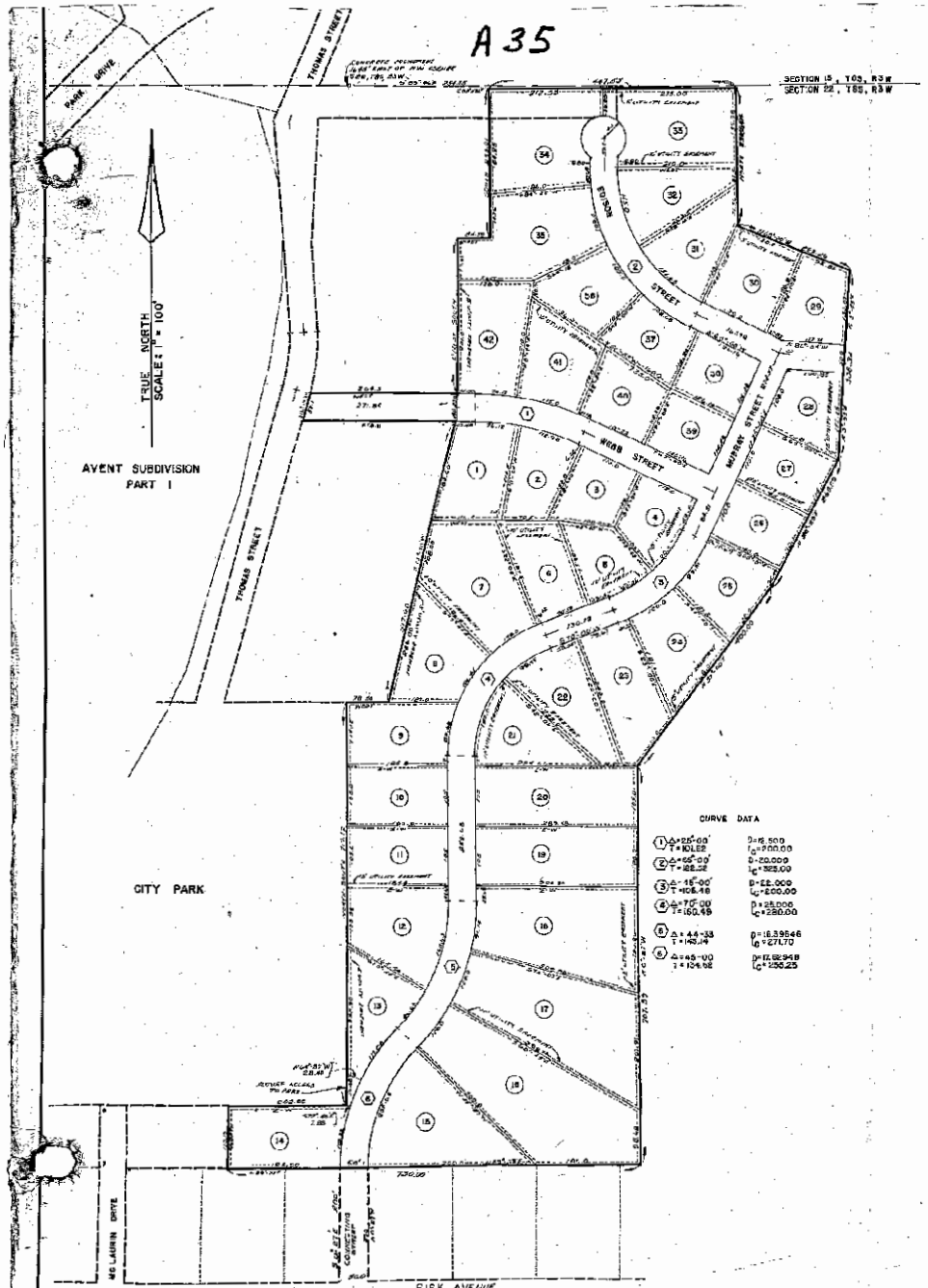
A 35



AVENT'S

page 79

PARK HILLS SUBDIVISION

SURVEYOR'S CERTIFICATE

I, William H Ivy, hereby certify that I have surveyed and subdivided the property left out on this plat of title Avent's Park Hills Subdivision; same being located in Oxford, Mississippi, Section 22, T10S, R3W, Lafayette County and described in more detail as:

DESCRIPTION: Commencing at a concrete monument located in the north line of section 22 at a point 1645 feet east of the northwest corner of said section, run thence South 89 degrees 16 minutes East with the section line a distance of 864.05 feet to a point, thence run South a distance of 5.00 feet to a pipe stake at the northeast corner of the property surveyed and subdivided and the point of beginning of this description; thence run South a distance of 259.61 feet to a point; thence run West a distance of 14.36 feet to a point; thence run South a distance of 279.39 feet to a pipe stake in the North line of a proposed street; thence run West a distance of 284.30 feet to a point; thence run South 15 degrees 14 minutes West a distance of 51.10 feet to a point; thence run East a distance of 276.40 feet to a point; thence run South 15 degrees 00 minutes West a distance of 619.60 feet to a point; thence run South a distance of 78.50 feet to a concrete monument at the northeast corner of the City Park; thence run South a distance of 747.10 feet with the east line of the City Park to a concrete monument at the southeast corner of the City Park; thence run West a distance of 803.00 feet with the City Park line to a point; thence run South a distance of 110.10 feet to a point in the north line of Brackett Gardens Subdivision; thence run North 89 degrees 55 minutes East along the north line of Brackett Gardens Subdivision a distance of 720.00 feet to a point; thence run North 00 degrees 27 minutes East a distance of 707.99 feet to a point; thence run North 89 degrees 00 minutes East a distance of 450.00 feet to a point; thence run North 38 degrees 59 minutes East a distance of 240.58 feet to a point; thence run North 5 degrees 55 minutes East a distance of 880.35 feet to a point; thence run North 69 degrees 00 minutes West a distance of 852.25 feet to a point, thence run North a distance of 252.84 feet to a point; thence run West a distance of 447.35 feet to the point of beginning of this description.

And I further certify that the within plat of Avent's Park Hills Subdivision, in the City Oxford, Mississippi is a true and correct representation of said subdivision and that I signed and delivered it as my free act and deed.

WITNESS: My hand and signature this the 7th day of June 1965.

William H Ivy
William H Ivy, Jr., Land Surveyor

OWNER'S CERTIFICATE

I, W.H. Avent, OWNER of tract of land described in the Surveyor's Certificate attached hereto, of William H Ivy, Land Surveyor, do hereby certify that we have caused the same to be subdivided and platted as shown on the attached plat of Avent's Park Hills Subdivision, and that such subdivision and dedication of the streets are my own act and deed, and sign and deliver this of our free will.

WITNESS: My hand and signature this the 7th day of June, 1965.

W.H. Avent, Owner

COUNTY of LAFAYETTE

STATE of MISSISSIPPI

Personally appeared before me, Jesse J. Hardin, Chancery Clerk in and for Lafayette County, Mississippi, W.H. Avent, who executed the attached owner's certificate and acknowledged that it was signed and delivered as his act and deed ~~and also appeared before me ... and delivered as his act and deed~~.

WITNESS: My hand and official seal, this the 7th day of June, 1965.

Jesse J. Hardin, Chancery Clerk

CERTIFICATE

I, Jesse J. Hardin, Chancery Clerk, and William H Ivy, Land Surveyor, certify that we have compared this duplicate plat with the original plat of Avent's Park Hills Subdivision, approved by the Mayor and Board of Aldermen of Oxford, Mississippi, on April 2, 1965 and that it is an exact duplicate thereof and of the whole of said plat.

Jesse J. Hardin
Chancery Clerk

William H Ivy
Land Surveyor

CITY OF OXFORD

LAFAYETTE COUNTY

STATE of MISSISSIPPI

Approved and accepted for the City of Oxford on this the 2nd day of APRIL, 1965.

J. W. Wiley Jr.
City Clerk

Richard W. Eaton
Mayor

STATE of MISSISSIPPI

COUNTY of LAFAYETTE

J, Jesse J. Hardin, Clerk of the Chancery Court in and for said State and County, hereby certify that this instrument was filed for record in my office at 11:15 o'clock A.M. on the 9th day of July, 1965, and was duly recorded in the Plat Book 4, page 79 of the records of said county.

WITNESS: My hand and official seal, this the 9th day of July, 1965.

Jesse J. Hardin
Chancery Clerk

me William H. Ivy personally appeared before me and signed in the two places above.
Kathleen York
Notary Public
Montgomery County

MINUTES

City of Oxford
Board of Aldermen
Regular Meeting-BOA
Tuesday, September 17, 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, September 17, 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 with the deletion of item 32 and the addition of items 8,10, and 16. 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 3, 2024 and the Recess Meeting on September 12, 2024. (Ashley Atkinson)

   It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to approve the minutes of the Regular Meeting on September 3, 2024 and the Recess Meeting on September 12, 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 Hyneman to approve the accounts for all city departments including a claims docket showing General Fund claims numbered 133175-133366 and ACHs 96-152, Trust & Agency claims numbered 51360-51461 and ACHs 83-90, Water & Sewer claims numbered 39413-39449 and ACHs 200-202, Metro

Narcotics claims numbered 9103-9116 and ACHs 40-41, OPC Activity claims numbered 3628-3652, and a Bond & Interest claim numbered 7012, and totaling $2,712,776.61. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6. Consider the consent agenda:

It was moved by Alderman Crowe, 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 2009 Jacobsen Cushman with VIN 840570001797 surplus in the mTrade Park Department and authorize its disposal. (Brad Freeman)

ii. Request permission to declare a broken Turnart Wheel Lock (boot), a list of computer monitors, and a Savin MP C5503 Copier with SN C84077101surplus in the Oxford Police Department and authorize their disposal. (Jeff McCutchen)

b. Grants:

c. Human Resources:

i. Request permission to accept the resignation of Jesse Arnold in the Oxford Fire Department, effective September 23, 2024. (Braxton Tullos)

ii. Request permission to hire Kyle Baynard as a Firefighter with an annual salary of $50,891.05 and to hire James Lee as a Firefighter with an annual salary of $47,616.30 in the Oxford Fire Department. (Braxton Tullos)

iii. Request permission to accept the resignation of Darnell Briggs in the Oxford ARC Department, effective September 12, 2024. (Braxton Tullos)

iv. Request permission to hire Gabrielle Isbell as a Full-Time Animal Care Technician in the Oxford ARC department, with an annual salary of $35,568.00. (Braxton Tullos)

v. Request permission to hire Tomatque Shaw as a Seasonal employee in the Environmental Services Department, with an hourly rate of $15.00. (Braxton Tullos)

vi. Request permission to hire Chloe Harrington as a Seasonal employee in the mTrade Park Department with an hourly rate of $9.25. (Braxton Tullos)

vii. Request permission to hire Grant Johnson and Tyler Zane Aisnworth as Part-Time Facility Workers at the Oxford Conference Center, each with an hourly rate of $12.00. (Braxton Tullos)

viii. Request permission to accept the resignation of Ashley Davis in the Environmental Services Department, effective October 2, 2024. (Braxton Tullos)

ix. 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 accept the donation of a 16" battery powered chainsaw from Home Depot for the Oxford Fire Department. (Joey Gardner)

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

e. Travel Requests:

i. Request permission for two employees to attend the Delta Strong: End Trafficking Together Conference in Cleveland, MS on October 10-11, 2024 at no cost to the City. (Nickie Denley)

ii. Request permission for two employees to attend the Winter Clerk's Conference in Flowood, MS, on December 11-13, 2024, at an estimated cost of $2,000.00. (Ashley Atkinson)

iii. Request permission for two employees to attend the First Responders Peer Support Chaplain training in Jonesboro, AR on October 4, 2024 at an estimated cost of $400.00. (Joey Gardner)

iv. Request permission for an employee to attend the FBI-LEEDA Command Leadership Institute in Largo, FL on November 11-15, 2024 at an estimated cost of $1,796.16. (Jeff McCutchen)

v. Request permission for three employees to attend the Delta Strong, Human Trafficking Conference in Cleveland, MS on October 10-11, 2024 at an estimated cost of $831.00. (Jeff McCutchen)

vi. Request permission for an employee to attend the TECC Class in Pearl, MS on October 14-15, 2024 at an estimated cost of $200.00. (Joey Gardner)

vii. Request permission for an employee to attend the MCDEMA Mid-Winter Conference in Biloxi, MS on November 18-20, 2024 at an estimated cost of $625.00. (Hollis Green)

viii. Request permission for two employees to attend the MS Solid Waste Association of North America 2024 Fall Conference in Natchez, MS on October 13-17, 2024 at an estimated cost of $472.00. (Amberlyn Liles)

ix. Request permission for Environmental Services employees to attend the Keep Mississippi Beautiful Conference in Ocean Springs, MS on November 3-5, 2024 at an estimated cost of $531.00. (Amberlyn Liles)

x. Request permission for Environmental Services employees to attend the 2024 Solid Waste Association of North America Wastecon in Dallas, TX on October 20-24, 2024 at an estimated cost of $590.00. (Amberlyn Liles)

7. Request permission to accept the quote from RLI for the General Liability Insurance for the Oxford-University Transit System. (Donna Zampella)

   It was moved by Alderman Addy, seconded by Alderman Bailey to accept the quote from RLI for the General Liability Insurance for the Oxford-University Transit System. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

8. Request permission to approve a budget amendment for the purchase of new buses for the Oxford-University Transit System. (Donna Zampella)

   It was moved by Alderman Addy, seconded by Alderman Crowe to approve a FY2025 budget amendment, in the amount of $360,000.00, for the purchase of new buses for the Oxford-University Transit System. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

9. Discuss the TVA Wholesale Rate Adjustment. (Rob Neely)

   Oxford Utilities Superintendent, Rob Neely, briefed the Board on the upcoming TVA wholesale rate adjustment. It is a pass through increase and does not include an increase on the local level. He estimates that the average customer might see a $40.00 per year increase in their bill. No action was taken on this matter.

10. Request permission to approve a lease agreement renewal for a new postage meter in the City Clerk's Office. (Ashley Atkinson)

    It was moved by Alderman Addy, seconded by Alderman Howell-Atkinson to approve a lease agreement renewal for a new postage meter in the City Clerk's Office. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

11. Request permission to approve the reverse auction bids received and authorize the purchase of a Front-End Loader Refuse Truck for the Environmental Services Department. (Amberlyn Liles)

    It was moved by Alderman Addy, seconded by Alderman Taylor to approve the reverse auction bids received and authorize the purchase of a Front-End Loader Refuse Truck from Sansom Equipment Company, in the amount of $405,000.00, for the Environmental Services Department. This is budgeted in FY 2024-2025. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

12. Request permission to accept the reverse auction bids received and authorize the purchase of debris vacuum body for the Environmental Services Department. (Amberlyn Liles)

    It was moved by Alderman Bailey, seconded by Alderman Hyneman to accept the reverse auction bids received and authorize the purchase of a debris vacuum body from PAC-MAC/Hol-Mac Equipment Company, in the amount of $137,088.00, for the Environmental Services Department. This is budgeted in the FY2024-2025 budget. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

13. Second reading and Public Hearing for an Ordinance amending Chapter 87, Article III, Junk Vehicles and Appliances. (Jeff McCutchen)

    After calling for public comment and receiving none, it was moved by Alderman Hyneman, seconded by Alderman Huelse to approve the proposed Ordinance amending Chapter 87, Article III, Junk Vehicles and Appliances. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

14. Request permission to approve a Parade/Assembly Permit for Upstream Life Insurance Company to host a mobile blood drive on December 3, 2024 from 9:00am-3:00pm. (Jeff McCutchen)

    It was moved by Alderman Addy, seconded by Alderman Taylor to approve a Parade/Assembly Permit for Upstream Life Insurance Company to host a mobile blood drive on December 3, 2024 from 9:00am-3:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

15. Request permission to approve a Parade/Assembly Permit for Oxford High School Student Council to host their annual Homecoming Parade on October 22, 2024 from 6:00pm-8:00pm. (Jeff McCutchen)

    It was moved by Alderman Addy, seconded by Alderman Bailey to approve a Parade/Assembly Permit for Oxford High School Student Council to host their annual Homecoming Parade on October 22, 2024 from 6:00pm-8:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

16. Request permission to accept the FY2025 405D Alcohol and Impaired Driving (Training) Grant in the amount of $628,440.75 and adopt budget for same. (Jeff McCutchen)

Original Wording

It was moved by Alderman Hyneman, seconded by Alderman Huelse to accept the FY2025 405D Alcohol and Impaired Driving (Training) Grant in the amount of $628,440.75 and adopt budget for same. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

correction/additional wording left off

17. First reading of 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)

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

18. Request approval of a Final Plat for Case #3124, for LT2, LLC, for "The Grove at Grand Oaks, Phase 8, Parts II & III", for property located at 1200 Crowson Drive, being further identified as PPIN 26136. (Ben Requet)

    It was moved by Alderman Huelse, seconded by Alderman Hyneman to approve a Final Plat for Case #3124, for LT2, LLC, for "The Grove at Grand Oaks, Phase 8, Parts II & III", for property located at 1200 Crowson Drive, being further identified as PPIN 26136. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

19. Consider a request from JP Corp General Contractors for the final acceptance of the Oxford Conference Center terrace project. (Mark Levy)

    It was moved by Alderman Huelse, seconded by Alderman Crowe to approve a request from JP Corp General Contractors for the final acceptance of the Oxford Conference Center Terrace Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

20. Consider a Resolution to accept the transfer of Punkin Water Association to Oxford Utilities, and authorize the Mayor to execute the closing documents. (Mark Levy)

    It was moved by Alderman Addy, seconded by Alderman Huelse to approve a Resolution accepting the transfer of Punkin Water Association to Oxford Utilities, and authorize the Mayor to execute the closing documents. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

21. Consider quotes for the construction of a privacy fence at the Oxford Memorial Cemetery. (Mark Levy)

    It was moved by Alderman Hyneman, seconded by Alderman Addy to accept the quote from Top Rail Fence, in the amount of $32,280.50, for the placement of a fence along the recent project area from the underground pipe on the East side of the project area to the west property line and placed as close to the existing chain link fence as possible on the South side of the ditch along the cemetery border. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

22. Consider a Resolution declaring certain Municipal Property surplus and authorize a contract for the sale of same. (Mark Levy)

    Alderman Addy recused himself and left the meeting at this time.

    It was moved by Alderman Hyneman, seconded by Alderman Bailey to approve a Resolution declaring certain Municipal Property, known as an unopened section of South 13th Street, surplus and authorize a contract for the sale of same. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

23. Request permission to approve an easement to NEMEPA for the installation of a primary electrical distribution line at the landfill. (Mark Levy)

    Alderman Addy returned to the meeting.

    It was moved by Alderman Bailey, seconded by Alderman Huelse to approve an easement to NEMEPA for the installation of a primary electrical distribution line at the landfill. This is for a new line to the tractor shed. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

24. Consider a proposal from Demolition Specialist for a hazardous material inspection at the current Oxford Police Department building. (Mark Levy)

    It was moved by Alderman Addy, seconded by Alderman Crowe to accept a proposal from Demolition Specialist for a hazardous material inspection at the current Oxford Police Department building. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

25. Consider a proposal from Corbett, Legge, and Associates (CLA) for a mechanical, plumbing, and electrical system report at the current Oxford Police Department building. (Mark Levy)

    It was moved by Alderman Addy, seconded by Alderman Huelse to approve a proposal from Corbett, Legge, and Associates (CLA) for a mechanical, plumbing, and electrical system report at the current Oxford Police Department building. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

26. Consider Change Order #1 & Final for the Punkin Water Distribution Improvements Project. (John Crawley)

It was moved by Alderman Addy, seconded by Alderman Huelse to approve a Change Order #1 & Final, in the amount of $17,086.20, for the Punkin Water Distribution Improvements Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

27. Request approval of an Engineering Services Agreement with Elliott & Britt Engineering, PA related to intersection improvements for a proposed roundabout at North Lamar Blvd. and Molly Barr Road. (John Crawley)

    It was moved by Alderman Bailey, seconded by Alderman Huelse to approve an Engineering Services Agreement with Elliott & Britt Engineering, PA related to intersection improvements for a proposed roundabout at North Lamar Blvd. and Molly Barr Road. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

28. Request approval of an Engineering Services Agreement with Elliott & Britt Engineering, PA for pedestrian signal improvements at the intersection of Bramlett Blvd. and University Avenue. (John Crawley)

    It was moved by Alderman Addy, seconded by Alderman Crowe to approve an Engineering Services Agreement with Elliott & Britt Engineering, PA for pedestrian signal improvements at the intersection of Bramlett Blvd. and University Avenue. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

29. Consider a request from LT2, LLC to accept the infrastructure in Grand Oaks, Phase VIII, Parts II & III. (John Crawley)

    It was move by Alderman Bailey, seconded by Alderman Huelse to approve a request from LT2, LLC to accept the infrastructure in Grand Oaks, Phase VIII, Parts II & III. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

30. Request approval of an Engineering Services Agreement with Williams Engineering Consultants, Inc. as related to the North Lamar Corridor Improvements Project from Price Street to Molly Barr Road. (John Crawley)

    It was moved by Alderman Howell-Atkinson, seconded by Alderman Huelse to approve an Engineering Services Agreement with Williams Engineering Consultants, Inc. as related to the North Lamar Corridor Improvements Project from Price Street to Molly Barr Road. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

31. Consider a request from Oxford Commons III, LLC to accept the infrastructure in The Heights at Oxford Commons, Phases 10, 11, & 12. (John Crawley)

    It was moved by Alderman Addy, seconded by Alderman Huelse to approve a request from Oxford Commons III, LLC to accept the infrastructure in The Heights at Oxford Commons, Phases 10, 11, & 12. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

32. Consider a request from Oxford Commons IV, LLC to accept the infrastructure in The Oaks at Oxford Commons, Phases 1, 2, 3, 7, 8, 9, 11, 12, 18, 19, & 27. (John Crawley)

    This item was removed from the agenda.

33. Consider an executive session.

    It was moved by Alderman Bailey, seconded by Alderman Crowe to consider an executive session for personnel issues and a matter 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 Hyneman to enter into an executive session for personnel issues in the Oxford Police Department and the General Government Department and a matter related to property ownership on South Lamar Blvd. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

    It was moved by Alderman Addy, seconded by Alderman Huelse to follow the recommendation of the department head and HR Director and suspend Oxford Police Department employee, Dylan Hudson, for 40 hours, for violation of City Policy. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

34. Adjourn.

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

Robyn Tannehill

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk

CORPORATION OF OXFORD MISSISSIPPI

MINUTES

City of Oxford

Board of Aldermen

Recess Meeting

Wednesday, August 06, 2025 at 09:00 AM

City Hall Courtroom

1. Opening the Meeting

1.a. Call to Order.

The Recess Meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi, was called to order by Mayor Tannehill at 9:00am on Wednesday, August 6, 2025 in the courtroom of Oxford City Hall when and where the following were present:

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

Ashley Atkinson, City Clerk-Finance Director
Hollis Green, Chief Operating Officer
Braxton Tullos, HR Director
Jessi Tolleson, Comptroller
Dana Wilemon, Accountant I

1.b. Adopt the agenda for the meeting.

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

2. Regular Agenda: New Business

2.a. Budget Presentation: Water & Sewer Fund (Rob Neely)

Oxford Utilities Superintendent, Rob Neely, presented the Fiscal Year 2025-2026 budget for the Water & Sewer Fund.

2.b. Discuss the FY 2025-2026 budget.

After a brief discussion regarding the FY 2025-2026 assessed value, it was moved by Alderman Bailey, seconded by Alderman Huelse to keep the mill rate unchanged from the previous year. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Hyneman to add the LED Lighting Projects proposed by the Oxford Conference Center to the budget. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Huelse, seconded by Alderman Crowe to allow the Environmental Services Department to purchase an additional piece of equipment upon the sale of surplus equipment. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Huelse, seconded by Alderman Bailey to approve the purchase of equipment from InMotion Systems, LLC (HitTrax) and FungoMan, in the amounts of $102,570.00 (50% deposit due upon order) and $39,908.00 (with a 75% deposit due upon order), respectively; and to pay deposits (pending the receipt and approval of purchase agreements) for a batting simulator and batting cages at mTrade Park, amending the budget as necessary. There is a substantial lead time on these two items and this will allow them to be installed earlier in the new fiscal year. These expenses will be paid from the 2% Food & Beverage Fund. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Smith, seconded by Alderman Bailey to approve funding for a new Sports Marketing position at Visit Oxford, to be included in their FY 2025-2026 budget. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Huelse to approve a new Operating Manager position to be included in mTrade Park's FY 2025-2026 budget. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Hyneman to approve a new Small Engine Mechanic position to be included in the City Shop's FY 2025-2026 budget. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Crowe, seconded by Alderman Bailey to approve a new Building Inspector position to be included in the Development Services-Building Department's FY 2025-2026 budget. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Huelse to approve a new Administrative Assistant position in the General Government's FY 2025-2026 budget. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderaman Huelse, seconded by Alderman Crowe to approve a new Municipal Court Clerk position in the Municipal Court Department's FY 2025-2026 budget. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Crowe, seconded by Alderman Huelse to approve a new Zoning Officer position in the Development Services-Planning Department's FY 2025-2026 budget. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Huelse, seconded by Alderman Hyneman to approve two new Landscape Maintenance positions in the Landscaping Department's FY 2025-2026 budget. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Huelse, seconded by Alderman Bailey to approve an additional $900,000.00 for the Oxford Police Department's FY 2025-2026 budget. This allocation may be used for additional positions and/or equipment, based on the priorities or needs, as determined by the Police Chief. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Huelse, seconded by Alderman Crowe to approve one new position (out of the three presented) for the Oxford ARC, based on the department's needs, as determined by the Director. All the aldermen present voting aye, Mayor Tannehill declared

the motion carried.

3. Closing the Meeting

3.a. Consider an executive session.

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

It was moved by Alderman Hyneman, seconded by Alderman Crowe to enter into an executive session for personnel matters in all city departments. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

The City Clerk, Comptroller, and Accountant left the meeting at this time.

It was moved by Alderman Bailey, seconded by Alderman Crowe to approve a 3% COLA raise, effective October 1, 2025, for all current full-time city employees. All the alderrmen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Crowe, seconded by Alderman Smith to approve a list of salaries, effective October 1, 2025, for the Oxford ARC, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Huelse, seconded by Alderman Hyneman to approve a list of salaries, effective October 1, 2025, for the Buildings and Grounds Department, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Howell-Atkinson, seconded by Alderman Taylor to approve a list of salaries, effective October 1, 2025, for the City Shop, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Smith, seconded by Alderman Crowe to approve a list of salaries, effective October 1, 2025, for the Oxford Conference Center, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Huelse, seconded by Alderman Howell-Atkinson to approve a list of salaries, effective October 1, 2025, for the Development Services Department, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Hyneman, seconded by Alderman Howell-Atkinson to approve a list of salaries, effective October 1, 2025, for the Environmental Servces Department, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Hyneman, seconded by Alderman Huelse to approve a list of salaries, effective October 1, 2025, for the Financial Administration Department, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Crowe, seconded by Alderman Huelse to approve a list of salaries, effective October 1, 2025, for the Emergency Management Department, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Huelse, seconded by Alderman Smith to approve a list of salaries, effective October 1, 2025, for the Oxford Fire Department, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Howell-Atkinson, seconded by Alderman Bailey to approve a list of salaries, effective October 1, 2025, for the IT Department, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Howell-Atkinson to approve a list of

salaries, effective October 1, 2025, for the Human Resources Department, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Hulese, seconded by Alderman Bailey to approve a list of salaries, effective October 1, 2025, for the General Government Department, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

The Mayor left the meeting at this time.

It was moved by Alderman Smith, seconded by Alderman Crowe to set the Mayor's salary at $135,000.00, effective October 1, 2025. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

The Mayor returned to the meeting at this time.

It was moved by Alderman Huelse, seconded by Alderman Bailey to approve a list of salaries, effective October 1, 2025, for the employees in the Executive Department (excluding the Mayor), as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Huelse to approve a list of salaries, effective October 1, 2025, for the mTrade Park Department, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Huelse, seconded by Alderman Bailey to approve a list of salaries, effective October 1, 2025, for the Municipal Court Department, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Howell-Atkinson to approve a list of salaries, effective October 1, 2025, for the Oxford Park Commission, as presented. All the aldermen present voting aye Mayor Tannehill declared the motion carried.

It was moved by Alderman Huelse, seconded by Alderman Howell-Atkinson to approve a list of salaries, effective October 1, 2025, for the Oxford Police Department, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Smith, seconded by Alderman Crowe to approve a list of salaries, effective October 1, 2025, for the Stronger Together Oxford Department, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Smith, seconded by Alderman Taylor to approve a list of salaries, effective October 1, 2025, for the Oxford Utilities Departments, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Crowe, seconded by Alderman Huelse to approve a list of salaries, effective October 1, 2025, for the Visit Oxford Department, as presented. All the aldermen preset voting aye, Mayor Tannehill declared the motion carried.

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

3.b. 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.

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Robyn Tannehill, Mayor

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Ashley Atkinson, City Clerk-Finance Director

MINUTES

City of Oxford

Board of Aldermen

Regular Meeting

Tuesday, August 19, 2025 at 05:00 PM

City Hall Courtroom

1. Opening the Meeting

1.a. Call to Order.

The Regular Meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi, was called to order by Mayor Tannehill at 5:00pm on Tuesday, August 19, 2025, in the courtroom of Oxford City Hall, when and where the following were present:

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

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

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

1.b. Adopt the agenda for the meeting.

It was moved by Alderman Hyneman, seconded by Alderman Crowe to adopt the agenda with the following changes: to add item 3.c.xiv, to add item 3.a.vii, to change item 3.c.iii from 10 to 11 interns, to change item 4.f to the appointment of an OPC Board Member, to change 3.c.vi from two to three hires, and to change the wording of item 4.a to include the modification of the OUT contract. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

1.c. Mayor's Report

2. Regular Agenda: City Clerk's Office

2.a. Request permission to approve the minutes of the Regular Meeting on August 5, 2025, the Special Meeting on August 11, 2025, and the Special Meeting on August 18, 2025. (Ashley Atkinson)

Agenda Attachments
1. Draft_08052025_minutes.pdf
2. Draft_08112025_minutes.pdf
3. Draft_08182025_Sp_Minutes.pdf

It was moved by Alderman Smith, seconded by Alderman Taylor to approve the minutes of the Regular Meeting on August 5, 2025, the Special Meeting on August 11, 2025, and the Special Meeting on August 18, 2025. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

It was moved by Alderman Howell-Atkinson, seconded by Alderman Hyneman to approve the accounts for all city departments including a claims docket showing General Fund claims numbered 137486-137651 and ACHs 282-291, Water & Sewer claims numbered 40252-40285 and ACHs 252-253, Trust & Agency claims numbered 53284-53352 and ACHs 190-192, Metro Narcotics claims numbered 9224-9227 and ACHs 88-89, OPC Activity Fund claims numbered 4336-4369, and totaling $2,076,505.38. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

3. Consider the consent agenda:

3.a. Fixed Asset Management:

i. Request permission to accept ownership of a 2017 Nissan Maxima, with VIN 1N4AA6AP7HC362648 and a Taurus 9mm handgun, with SN ACL485806 seized by Metro Narcotics, pursuant to Agreed Order of Forfeiture. (Alex Fauver)
ii. Request permission to declare a Taurus 9mm handgun, with SN ACL485806 surplus in the Oxford Police Department - Metro Narcotics Division and authorize its disposal. (Alex Fauver)
iii. Request permission to declare a 2014 Chevrolet SK1 truck, with VIN 3GCUKPEH0EG534749 and a 2014 Chevrolet SK1 truck with VIN 3GCUKPEH0EG534153 surplus in the Oxford Utilities-Electric Division and authorize their disposal. (Rob Neely)
iv. Request permission to declare a 2008 Ford F150, with VIN 1FTRF12WX8KC86842, a Cybex Elliptical Arc Trainer, with asset tag 3464, a Cybex Elliptical Arc Trainer, with asset tag 3463, a 1998 Ford Ranger, with VIN 1FTYR14X3WPA50588, and a Life Fitness Cycle, with asset tag 3459 surplus in the Oxford Park Commission and authorize their disposal. (Seth Gaines)
v. Request permission to declare a 2019 Apple iMac, with SN D25Y14TGJ1GP and asset tag 2858/ WASP tag 22718 surplus in the Development Services- Planning Department and authorize its disposal. (Ben Requet)
vi. Request permission to declare a black Dell Latitude E6420 laptop, with SN 8BWVFV1, a Fujitsu ScanSnap Scanner, with SN A04B078833, a Gateway M685- E Laptop, with SN 0038614447 and asset tag 1533, an HP Color LaserJet Pro M452dw printer, with SN CF388-60113, an HP LaserJet P2035 printer, with SN VNB3B63619, an HP LaserJet Pro

M402n printer, with SN PHBHF69092, a Sony DCR-SX85 Digital Video Camera Recorder, with SN 1274209, a Sharp MX-4101N Copier, with SN 95006167 surplus in the City Clerk's Office/ Multiple Departments and authorize their disposal. (Ashley Atkinson)

vii. Request permission to transfer a surplus 2019 Dodge Charger, with VIN 2C3CDXAG8KH547008, to the Lexington Police Department, based on the finding that it is in the best interest of the taxpayers of the State of MS. (Jeff McCutchen)

Agenda Attachments

1. Metro- Agreed Order of Forfeiture.pdf
2. Metro- surplus.pdf
3. OU_surplus_equipment.pdf
4. Surplus Form 08 Ford F150.pdf
5. Surplus Form Cybex Elliptical 1.pdf
6. Surplus Form Cybex Elliptical 2.pdf
7. Surplus Form Ford ranger.pdf
8. Surplus Form life fitness Cycle 9500.pdf
9. Planning- Apple iMac Computer 8.19.25.pdf
10. Dell Laitude E6420 Laptop.pdf
11. Gateway Latop.pdf
12. HP Printer 1- City Hall.pdf
13. HP Printer 2- City Hall.pdf
14. HP Printer 3- City Hall.pdf
15. Ox Util WS- Dell Computer.pdf
16. Sharp MS-4101N Copier.pdf
17. Sony Camcorder.pdf
18. Surplus of 2 totaled chargers.pdf
19. Fujitsi ScanSnap Scanner 8.19.25.pdf

3.b. Grants:

i. Request permission to accept the FY2025-2026 MOHS 402- Police Traffic Services grant, in the amount of $21,960.50. (Jeff McCutchen)

ii. Request permission to accept the FY2025-2026 MOHS 405D- Alcohol and Drug grant, in the amount of $163,441.82. (Jeff McCutchen)

iii. Request permission to accept a grant from the Department of Public Safety, Office of Homeland Security, Grant No. 25HS286, in the amount of $27,000.00, for the Oxford Fire Department. (Joey Gardner)

Agenda Attachments

1. OXFORD 402 POLICE TRAFFIC SERVICES - FY26 Grant Agreement sent to BOA.pdf
2. OXFORD 405D ALCOHOL AND DRUG - FY26 Grant Agreement to send to BOA.pdf

3.c. Human Resources:

i. Request permission to accept the resignation of Marie Matthews in the Municipal Court Department, effective August 7, 2025. (Braxton Tullos)

ii. Request permission to accept the resignation of Caitlan McLarty in the City Clerk's Office, effective August 31, 2025. (Braxton Tullos)

iii. Request permission to accept Abigail Gacek, Antonella Rescigno, Grace Cecchini, Emily Woodruff, Helen Tremble, Haley Rivers, Joseph Vozniak, Olivia Helmke, Kyra Jones, Kelly Blackburn, and Shannon Anderson as unpaid interns for the fall semester at the Oxford Police Department. (Braxton Tullos)

iv. Request permission to accept the resignation of Ajaluah Caldwell, in the Oxford Police Department, effective August 7, 2025. (Braxton Tullos)

v. Request permission to hire Nolan Chaney- Long and Caylynn Scott as Part- Time Communications Officers in the Oxford Police Department, each with an hourly rate of $17.10. (Braxton Tullos)

vi. Request permission to hire Dylan Edwards as a Communications Officer, with an annual salary of $37,575.24, and to hire Seth Hunter as a PACE Officer, with an annual salary of $40,253.24, and to hire Cody Conner as a Patrol Officer, with an annual salary of $52,531.65 in the Oxford Police Department. (Braxton Tullos)

vii. Request permission to promote LaTessa Salter from Communications Officer to Lead TAC Communications Officer in the Oxford Police Department, with a new annual salary of $43,307.83, effective August 21, 2025. (Braxton Tullos)
viii. Request permission to transfer Part-time employee, Annslee Martin, from the Oxford Park Commission to the mTrade Park Department, as a Concessionaire, with an hourly rate of $12.00. (Braxton Tullos)
ix. Request permission to approve Abdullah Elhawy as an unpaid intern for the Development Services Department. (Braxton Tullos)
x. Request permission to accept the resignation of Micah Uline in the Stronger Together Oxford Department, effective August 18, 2025. (Braxton Tullos)
xi. Request permission to transfer Landon Hudson from the Environmental Services Department to the Buildings & Grounds department, as a Full-Time Grounds Worker, with an annual salary of $35,568.00 and to promote Omari Frierson from Part-time Driver to Driver in the Environmental Services Department, with a new annual salary of $43,680.00; and to promote Lukas Vanlandingham from Part-time Laborer to Laborer in the Environmental Services Department, with an annual salary of $35,568.00. (Braxton Tullos)
xii. Request permission to approve volunteers for the Oxford ARC. (Kelli Briscoe)
xiii. Request permission to approve SaLayah Freeman as an unpaid intern for the Oxford Municipal Court. (Braxton Tullos)
xiv. Request permission to hire Keith Ray, as a Building Inspector, in the Development Services-Building Department, with an annual salary of $62,500.00. (Braxton Tullos)

3.d. Miscellaneous:

i. Request permission to accept a donation from Endeavor Capital, LLC, in the amount of $440.00, for the benefit of the Oxford Police Department. (Jeff McCutchen)
ii. Request permission to approve Grace Lewis as a new taxi company/driver for Local Bike Taxi, LLC. (Jeff McCutchen)
iii. Request permission to approve the water and sewer adjustments as per the Oxford Utilities Adjustment Policy. (Rob Neely)

3.e. Travel Requests:

i. Request permission for one employee in the City Clerk's Office to attend the Fall Session of the Certified Municipal Clerk Program on Sept. 30- Oct. 3, 2025, in Hattiesburg, MS, at an estimated cost of $750.00. (Ashley Atkinson)
ii. Request permission for one employee to attend the NECI Crimes in Progress training on September 13, 2025 in Tupelo, MS for an estimated cost of $150.00. (Jeff McCutchen)
iii. Request permission for one employee to attend the 2025 MS ESAP Emergency Services Administrative Professionals Conference on September 2-5, 2025 in Biloxi, MS for an estimated cost of $777.00. (Jeff McCutchen)
iv. Request permission for two employees to attend Dispatcher CIT Training on September 8-10, 2025 in Magee, MS for an estimated cost of $647.98. (Jeff McCutchen)
v. Request permission for two employees to attend the MS Damage Prevention Summit on November 5-7, 2025 in Biloxi, MS at an estimated cost of $1,426.00. (Rob Neely)
vi. Request permission for an employee to attend the American Planning Association Congressional Fly-In on September 16-18, 2025 in Washington, D.C. at an estimated cost of $500.00. (Ben Requet)

4. Regular Agenda: Other Departments

4.a. Request permission to approve a contract extension for RATP-Dev for management services for Oxford-University Transit for FY2025-2026, and to modify the contract, as presented. (Donna Zampella)

Agenda Attachments
1. extension Request Oxford.pdf
2. 8-19-2025 Amended Contract OUT.pdf

It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to approve a contract extension for RATP-Dev for management services for Oxford-University Transit for FY 2025-2026, and to modify the contract (removing the residency requirement for the

General Manager), as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

4.b. Presentation of the quarterly report from the Oxford Park Commission. (Seth Gaines)

Agenda Attachments
1. Copy of Quarterly report Q3 24-25 seth.pdf

Oxford Park Commission Director, Seth Gaines, presented the most recent quarterly report from the Oxford Park Commission.

4.c. Request approval of two Purchase Agreements for equipment for mTrade Park. (Brad Freeman/ Clay Brownlee)

Agenda Attachments
1. mTrade- Purchase Agreement- FungoMan.pdf
2. mTrade- Purchase Agreement- HitTrax.pdf
3. mTrade- Quote- FungoMan.pdf
4. mTrade- Quote- HitTrax.pdf

It was moved by Alderman Huelse, seconded by Alderman Crowe to approve a purchase agreement from FungoMan, in the amount of $39,908.00; and to approve a purchase agreement from HitTrax, in the total amount of $102,570 (50% downpayment due by 9/1/2025). All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

4.d. First Reading of a proposed Ordinance amending Chapter 38, Article II-Technical Codes of the Code of Ordinances of The City of Oxford, to accept the 2024 edition of the International Fire Code. (Joey Gardner)

Agenda Attachments
1. OFD_code_changes.pdf

The Second Reading and Public Hearing on this proposed Ordinance will be at the next meeting.

4.e. Request permission to advertise for bids for a reverse auction for a directional drill boring machine for the Oxford Utilities-Electric Division. (Rob Neely)

Agenda Attachments
1. OU Item #4.pdf

It was moved by Alderman Huelse, seconded by Alderman Howell-Atkinson to advertise for bids for a reverse auction for a directional drill boring matching for the Oxford Utilities-Electric Division. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

4.f. Appoint a member to the Oxford Park Commission Board.

It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to appoint Allen "JJ" Jones to the Oxford Park Commission Board. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

5. Regular Agenda: Police Department

5.a. Second Reading and Public Hearing of a proposed Ordinance amending Chapter 82- Peddlers of the Code of Ordinances of the City of Oxford, Mississippi, to add Article II- Solicitation and Panhandling, as referenced by HB1197. (Jeff McCutchen)

After calling for comments and receiving none, it was moved by Alderman Smith, seconded by Alderman Hyneman to approve Ordinance 2025-8 amending Chapter 82-Peddlers of the Code of Ordinances of the City of Oxford, Mississippi, to add Article II-Solicitation and Panhandling, as referenced by HB1197. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

5.b. Request permission to approve a Parade/Assembly Permit for OHS to host a homecoming parade on September 21, 2025 at 6:00pm. (Jeff McCutchen)

Agenda Attachments
1. 2025 parade permit OHS.pdf

It was moved by Alderman Crowe, seconded by Alderman Howell-Atkinson to approve a Parade/Assembly Permit for OHS to host a homecoming parade on September 21, 2025 at 6:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

5.c. Consider a request from 7 Brew Coffee to hire uniformed, off-duty officers for traffic details. (Jeff McCutchen)

It was moved by Alderman Crowe, seconded by Alderman Howell-Atkinson to approve a request from 7 Brew Coffee to hire uniformed, off-duty officers for traffic details. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6. Regular Agenda: Development Services-Planning Department

6.a. Request approval of a Preliminary Plat for Case #3247, York Developments (Chance Walker) for 'York Flatts', for property located at Anchorage Road, being further identified as PPIN 6384. (James Hirsch)

Agenda Attachments
1. 3247 MBoA.pdf

It was moved by Alderman Bailey, seconded by Alderman Huelse to approve a Preliminary Plat for Case #3247, York Developments (Chance Walker) for "York Flatts", for property located at Anchorage Road, being further identified as PPIN 6384. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6.b. Consider a request for City Utilities which includes approval of a Preliminary Plat for Case #3251, L&M Holdings (Hudson Magee) for 'Lafayette Landing', for property located at MS Hwy 7 South, being further identified as PPIN 18389. (James Hirsch)

Agenda Attachments
1. 3251 MBoA.pdf

It was moved by Alderman Huelse, seconded by Alderman Bailey to approve a request for City utilities, which includes the approval of a Preliminary Plat for Case #3251, L & M Holdings (Hudson Magee), for "Lafayette Landing", for property located at MS Hwy 7 South, being further identified as PPIN 18389. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

Alderman Bailey recused himself and left the meeting at this time.

6.c. Second Reading and Public Hearing on a proposed Ordinance amending the Zoning Map for Case #3234 by Snider Development, LLC (Greg Snider), to rezone +/- 10 acres from Suburban Residential (SR) to Neighborhood Residential (NR) for property located on Northwood Trails and Christman Road, being further identified as PPIN 27674. (Ben Requet)

Agenda Attachments
1. 3244 MBoA Second Reading.pdf

After calling for public comment and receiving none, it was moved by Alderman Smith, seconded by Alderman Hyneman to approve Ordinance 2025-9 to amend the Zoning Map for Case #3244 by Snider Development, LLC (Greg Snider), to rezone +/- 10 acres from Suburban Residential (SR) to Neighborhood Residential (NR) for property located on Northwood Trails and Christman Road, being further identified as PPIN 27674. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6.d. Second Reading and Public Hearing on a proposed Ordinance amending the Zoning Map for Case #3245 by Snider Development, LLC (Greg Snider), to remove +/- 10 acres from Blackberry Hills Planned Unit Development (PUD) for property located on Northwood Trails and Christman Road, being further identified as PPIN #27674. (Ben Requet)

Agenda Attachments
1. 3245 MBoA Second Reading.pdf

After calling for public comment, George Haymans, representing the purchaser of the 10 acres, stated that they are not opposed to this item and are "getting out of the way" so that the issues with the PUD can be fixed; therefore, it was moved by Alderman Smith, seconded by Alderman Hyneman to approve Ordinance 2025-10 to amend the Zoning Map for Case #3245 by Snider Development, LLC (Greg Snider), to remove +/- 10 acres from the Blackberry Hills Planned Unit Development (PUD) for property located on Northwoods Trail and Christman Road, being further identified as PPIN #27674. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6.e. First Reading of a proposed Ordinance amending the Zoning Map, for Case #3253, by Elizabeth Fitts, to rezone +/- 0.44 acres from Suburban Residential (SR) to Neighborhood Residential (NR) for property located on Northwood Trails and Christman Road, being further identified as PPIN 30663. (Ben Requet)

Agenda Attachments
1. 3253 MBoA First Reading.pdf

Alderman Bailey returned to the meeting at this time.

The Second Reading and Public Hearing on this proposed Ordinance will be at the next meeting.

6.f. First Reading of a proposed Ordinance amending the Zoning Map, for Case #3254, by Elizabeth Fitts, to remove +/- 0.44 acres from Blackberry Hills Planned Unit Development (PUD) for property located on Northwood Trails and Christman Road, being further identified as PPIN 30663. (Ben Requet)

Agenda Attachments
1. 3254 MBoA First Reading.pdf

The Second Reading and Public Hearing on this proposed Ordinance will be at the next meeting.

6.g. First Reading of a proposed Ordinance amending the Zoning Map, for Case #3255, by Andy Callicutt, to Amend the Blackberry Hills Planned Unit Development (PUD) for property located on Molly Barr Road and Blackberry Hills Parkway, being further identified as PPINs 4975, 5004, 5047, 26268, and 30362. (Ben Requet)

Agenda Attachments
1. 3255 MBoA First Reading.pdf

The Second Reading and Public Hearing on this proposed Ordinance will be at the next meeting.

6.h. Request permission to approve and authorize the Mayor to sign a professional services contract with EDG for the City Parks Plan. (Ben Requet)

Minutes Attachments
1. Signed_EDG_contract_planning.pdf

It was moved by Alderman Bailey, seconded by Alderman Hyneman to approve and authorize the Mayor to sign a professional services contract with EDG for the City Parks Plan. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

7. Regular Agenda: Development Services-Engineering Department

7.a. Request permission to approve and authorize the Mayor to sign the contracts for Contract A-Anderson Production Wells No. 3 and No. 4. (John Crawley)

Agenda Attachments
1. Memo - Request Permission for Mayor to Execute Contract Documents Contract A- Anderson Wells No. 3 and No.4.pdf

It was moved by Alderman Bailey, seconded by Alderman Huelse to approve and authorize the Mayor to sign the contracts for Contract A-Anderson Production Wells No. 3 and No. 4.

All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

7.b. Request permission to approve and authorize the Mayor to sign the contracts for Contract B-Anderson Road Water Treatment Plant. (John Crawley)

Agenda Attachments
1. Memo - Request Permission for Mayor to Execute Contract Documents Contract B - Anderson Road Water Treatment Plant.pdf

It was moved by Alderman Howell-Atkinson, seconded by Alderman Taylor to approve and authorize the Mayor to sign the contracts for Contract B-Anderson Road Water Treatment Plant. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

7.c. Request permission to approve and authorize the Mayor to sign Task Order No. 14 for the Oxford Regional Supply and Treatment Project, Haley Well #2. (John Crawley)

Agenda Attachments
1. Memo - Request Permission for Mayor to Sign Task Order No. 14 - Combined.pdf

It was moved by Alderman Smith, seconded by Alderman Bailey to approve and authorize the Mayor to sign Task Order No. 14 for the Oxford Regional Supply and Treatment Project, Haley Well #2. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

7.d. Consider a request from Miller-Valentine to work on the following Sundays, (9/7, 9/14, 9/21, and 9/28) for the Colonnade Self-Storage Facility located at 1667 Bainbridge Street. (John Crawley)

Agenda Attachments
1. Memo - Request for Sunday Work in September for 1669 Bainbridge - Combined.pdf

It was moved by Alderman Smith, seconded by Alderman Crowe to approve a request from Miller-Valentine to work on the following Sundays, (9/7, 9/14, 9/21, and 9/28) for the Colonnade Self-Storage Facility located at 1667 Bainbridge Street. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

7.e. Request permission to accept the infrastructure for utilities and streets in The Oxford Commons, Phase 1, Lot 4. (John Crawley)

Agenda Attachments
1. Memo - Request Acceptance of Infrastructure Oxford Commons Phase 1 Lot 4 - Combined.pdf

It was moved by Alderman Huelse, seconded by Alderman Bailey to accept the infrastructure for utilities and streets in The Oxford Commons, Phase 1, Lot 4. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

7.f. Request permission to approve a safety improvement project at West Jackson Avenue and Galleria Drive East. (John Crawley)

Agenda Attachments
1. Memo - Request Approval for Safety Project on West Jackson Avenue at Chick Fil A.pdf

Minutes Attachments
1. Qwick_Curb_Quote.pdf

It was moved by Alderman Bailey, seconded by Alderman Taylor to approve a safety improvement project at West Jackson Avenue and Galleria Drive East, using the higher quote from Qwick Curb, in the amount of $41,234.62, due to this product's sturdier structure, and ease of installation and removal (if in the future a more permanent solution is needed). All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

7.g. Request permission to approve and authorize the Mayor to sign an engineering agreement with Elliott & Britt Engineering, PA, for the North Lamar Boulevard Corridor Plan. (John Crawley)

Agenda Attachments
1. Memo - Request Permission for Mayor to Execute Engineering Agreement.pdf
2. engineering agreement E and B.pdf

It was moved by Alderman Bailey, seconded by Alderman Huelse to approve and authorize

the Mayor to sign an engineering agreement with Elliott & Britt Engineering, PA, in an amount not to exceed $250,000.00, for the North Lamar Boulevard Corridor Plan. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

7.h. Request permission to approve and authorize the Mayor to sign a contract for the purchase of land from the Davis Estate on Anderson Road. (John Crawley)

Agenda Attachments
1. Memo - Request Permission for Mayor to Sign Contract for Purchase - Davis Estate - Combined.pdf

Minutes Attachments
1. executed contract for purchase Davis Estate to City.pdf

It was moved by Alderman Smith, seconded by Alderman Taylor to approve and authorize the Mayor to sign a contract for the purchase of land from the Davis Estate on Anderson Road, in the amount of $87,500.00. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

7.i. Consider a request to close a portion of Landas Road. (John Crawley)

Agenda Attachments
1. Request to Consider Abandoning Landis Road ROW.pdf

It was moved by Alderman Hyneman, seconded by Alderman Smith to approve a request to close a portion of Landas Road. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

8. Regular Agenda: Closing the Meeting

8.a. Consider an executive session.

It was moved by Alderman Bailey, seconded by Alderman Crowe to consider an executive session for matters related to personnel, potential litigation, and 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 enter into an executive session for personnel matters in the Oxford Fire Department and Oxford Police Department, a matter of potential litigation related to an Ordinance, a matter related to property ownership near Belk Boulevard, a matter related to property ownership at Molly Barr Road and North Lamar, and a matter related to property ownership of a historic building. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Huelse, seconded by Alderman Hyneman to get an appraisal for the property needed for the construction of a proposed road connecting Old Taylor Road to Belk Boulevard, for settlement purposes. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Hyneman, seconded by Alderman Crowe to get an appraisal of the three lots, 29, 30, and 31, that the Cedar Oaks house sits on. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Hyneman, seconded by Alderman Huelse to have the three lots, 29,30, and 31, surveyed. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Smith, seconded by Alderman Huelse to get two appraisals for ROW property located at Molly Barr and North Lamar. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Smith, seconded by Alderman Crowe 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 demote Oxford Fire Department employee, Ronnie Payne, for violation of City policy. His new position will be Firfighter, with an annual salary of $52,417.78. 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 HR Director and Fire Chief and place Oxford Fire Department Employee, Charles Barranco, on paid, administrative leave until further notice. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Huelse, seconded by Alderman Hyneman to hire Brandon Smith as a Patrol Officer in the Oxford Police Department, with an annual salary of $52,417.78. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

8.b. Adjourn.

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

_____
Robyn Tannehill, Mayor

_____
Ashley Atkinson, City Clerk-Finance Director

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF OXFORD, MISSISSIPPI, WITH REFERENCE TO FIXING THE TAX RATE OR LEVY FOR THE MUNICIPALITY AND FOR ANY OTHER AREA SUBJECT TO TAXES OF THE MUNICIPALITY AND IN THE OXFORD MUNICIPAL SEPARATE SCHOOL DISTRICT, IN ACCORDANCE WITH SECTION 21-33-45 OF THE MISSISSIPPI CODE OF 1972 AS AMENDED AND OTHER SECTIONS OF SAID CODE.

Be it resolved by the Mayor and Board of Aldermen of the City of Oxford, Mississippi, that the tax rate or levy of the municipality of the City of Oxford, Mississippi, and of the Oxford Municipal Separate School District shall be for the following purposes and amounts:

CITY OF OXFORD – 2025-2026

	Proposed Mill Rate	Authority
General Fund	23.20	21-33-45
Parks & Recreation	2.00	21-37-43
2012 General Obligation	1.00	21-33-45
2025 General Obligation	.85	21-33-45
2023 General Obligation	1.45	21-33-45
2015 General Obligation	1.45	21-33-45
2017A General Obligation	1.10	21-33-45
2017B General Obligation	1.10	21-33-45
2018A General Obligation	.50	21-33-45
Subtotal for Municipality	32.65	
School Bond & Interest	16.86	37-59-1
School Maintenance	44.65	37-57-104-107
Subtotal for Oxford School		

61.51

TOTAL MILLS FOR CITY & SCHOOL 94.16

The above and foregoing Resolution having been first been reduced to writing and read by the City Clerk of the said Board, considered section by section and then as a whole, and on the motion of Alderman _____, seconded by Alderman _____, it was adopted section by section and then as a whole, and the vote of the Aldermen for the passage thereof, was as follows:

Alderman Smith
voted
Alderman Huesle
voted
Alderman Hyneman
voted
Alderman Howell-Atkinson
voted
Alderman Taylor
voted
Alderman Bailey
voted
Alderman Crowe
voted

Whereupon the Mayor declared the motion carried and the Resolution adopted, this the 10th day of September, 2025.

_____
ROBYN TANNEHILL, MAYOR

ATTEST:

_____
ASHLEY ATKINSON, CITY CLERK

City of Oxford Municipal Budget
Fiscal Year 2025-2026
as adopted September 10, 2025

REVENUES
General Fund

	2025-2026 Projected Revenues
TAXES	
AD VALOREM TAX	$ 15,015,414
PARK COMM TAX LEVY	$ 1,316,067
OVER 65 TAX REIMB	$ 212,300
IN LIEU OF TAXES	$ 429,000
PENALTIES & INTEREST	$ 180,000
UTILITY TAX	$ 21,000
Subtotal	**$ 17,173,781**
LICENSES AND PERMITS	
UTILITY PERMIT FEES	$ -
PLANNING DEPT. INCOME	$ 300,000
PRIVILEGE LICENSE	$ 100,000
FRANCHISE CHARGES	$ 957,000
BLDG & ZONING	$ 2,400,000
KEG PERMITS	$ 100
TAXI PERMITS	$ 100
SPECIAL EVENT PERMITS	$ 5,000
Subtotal	**$ 3,762,200**
INTERGOVERNMENTAL REVENUES	
MUNICIPAL AID	$ 38,000
POLICE TRAINING	$ 30,000
SALES TAX-RENTAL CAR SETTLEMENT	$ 40,000
SALES TAX - REVENUE	$ 14,917,000
ABC LICENSES	$ 220,000
FIRE PROTECTION	$ 164,205
REIMB. STATE OF MS-GRANTS	$ 25,000
FEMA REIMBURSEMENTS RECEIVED	$ 25,000
U OF MS-OFD CAPITAL CONT	$ 75,000
U OF MS REIMB.-FOOTBALL	$ 100,000
COUNTY AD VALOREM TAX	$ 1,678,617
UNIV OF MISS FIRE PROTECTION	$ 1,595,000
HOSPITAL ROW PAYMENT	$ 3,039
COUNTY FNC PARK PAYMENT	$ 150,000
E JACKSON AVE LEASE REVENUE	$ 43,000
SCHOOL RESOURCE OFFICER REIMB	$ 550,000
U OF MS RIFLE RANGE PAYMENT	$ 61,000
Subtotal	**$ 19,714,861**
GOVERNMENTAL SERVICES	
DAMAGES ON TAX REDEMPTIONS	$ 110,000
FIRE INSPECTION FEES	$ 1,000
PUBLIC RECORDS REQUEST FEES	$ 2,000
INCOME FROM POLICE DEPT FEES	$ 65,000
INCOME FROM ARC-ADOPTIONS	$ 30,000
INCOMD FROM ARC-MISC	$ 2,500
INCOME FROM SWIM POOL	$ 35,000
INCOME FROM OPD TRAINING CLASSES	$ -
SCHOOL COLLECTIONS	$ 65,000
Subtotal	**$ 310,500**
FINES AND FORFEITS	
COURT FINES/FORFEITS	$ 700,000
PROBATION FEES	$ 25,000
Subtotal	**$ 725,000**

MISCELLANEOUS

INCOME FROM ARC-FUNDRAISING	$	-
INCOME FROM ARC-DONATION OF FEES	$	-
DONATIONS	$	-
MISCELLANEOUS	$	100,000
INTEREST EARNED	$	1,000,000
mTRADE PARK SPONSORSHIP	$	150,000
mTRADE PARK CONCESSIONS	$	1,000,000
mTRADE PARK GATE REVENUE	$	50,000
mTRADE PARK RENTAL REVENUE	$	50,000
mTRADE PARK DUGOUT INCOME	$	10,000
Subtotal	**$**	**2,360,000**

INTERFUND TRANSFERS

TRANSFER-CEMETERY T/A	$	20,000
TRANSFER WAT/SEW-GEN	$	1,000,000
TRANSFER-REIMB ELEC	$	34,124
TRANSFERS-2%-OPD Downtown Unit	$	1,000,000
TAX EQUIVALENT-E/D	$	1,165,000
TRANSFER-$30M TRUST PROCEEDS	$	218,000
TRANSFER-PARKING DIV. REIM.	$	235,048
TRANSFERS- T & A FUNDS	$	3,060,000
TRANSFER IN-ARPA REIMB	$	-
TRANSFER FROM OPC ACTIVITY FUND	$	300,000
Subtotal	**$**	**7,032,172**
GRAND TOTAL FOR REVENUES	**$**	**51,078,514**
Beginning Cash Used	**$**	**7,210,368**
Total	**$**	**58,288,882**

2025-2026 Budget
General Fund

2025-2026 Budgeted Figures
as of October 1, 2025

Departments	Personnel Services	Supplies	Other Svcs.	Capital Outlay	Debt Service	Total
Legislative	$ 212,199	$ 1,500	$ 19,500	$ -	$ -	**$ 233,199**
Judicial	$ 831,091	$ 71,000	$ 211,000	$ -	$ -	**$ 1,113,091**
Executive	$ 297,570	$ 10,500	$ 14,200	$ 19,500	$ -	**$ 341,770**
Media & Content	$ 103,960	$ 14,500	$ 10,000	$ 54,800	$ -	**$ 183,260**
Elections	$ -	$ -	$ 10,000	$ -	$ -	**$ 10,000**
Financial Administration	$ 961,772	$ 152,000	$ 212,950	$ 10,000	$ -	**$ 1,336,722**
Human Resources	$ 447,134	$ 70,100	$ 161,000	$ 15,000	$ -	**$ 693,234**
Law	$ -	$ -	$ 420,000	$ -	$ -	**$ 420,000**
Buildings & Grounds	$ 1,738,367	$ 702,759	$ 18,680	$ 249,555	$ -	**$ 2,709,361**
General Government	$ 1,502,723	$ 212,268	$ 1,961,691	$ 939,144	$ 148,589	**$ 4,764,415**
Community Promotions	$ -	$ 75,000	$ 625,151	$ -	$ -	**$ 700,151**
Facilities Maintenance	$ 116,995	$ -	$ -	$ -	$ -	**$ 116,995**
Landscaping	$ 262,031	$ -	$ -	$ -	$ -	**$ 262,031**
Police Dept.	$ 11,372,721	$ 887,009	$ 1,212,487	$ 1,246,278	$ -	**$ 14,718,495**
Fire Dept.	$ 7,425,551	$ 364,489	$ 177,190	$ 1,170,621	$ 174,245	**$ 9,312,096**
Emergency Mgmt.	$ 156,293	$ 32,500	$ 68,500	$ 130,000	$ -	**$ 387,293**
Environmental Svcs-ROW	$ 461,528	$ 29,500	$ 285,000	$ 35,000	$ -	**$ 811,028**
Cemetery Maint.	$ 27,989	$ 18,000	$ 13,500	$ -	$ -	**$ 59,489**
Parks & Recreation	$ 1,398,206	$ 134,100	$ 346,000	$ 1,293,000	$ -	**$ 3,171,306**
Swimming Pool	$ 64,590	$ 79,500	$ 34,100	$ 25,000	$ -	**$ 203,190**
Stronger Together Oxford	$ 171,220	$ 27,200	$ 56,500	$ 7,500	$ -	**$ 262,420**
mTrade Park	$ 1,129,649	$ 816,000	$ 414,000	$ 218,000	$ -	**$ 2,577,649**
City Garage	$ 730,945	$ 812,000	$ 45,500	$ 55,000	$ -	**$ 1,643,445**
Animal Resource Center	$ 661,462	$ 172,500	$ 173,700	$ 74,728	$ -	**$ 1,082,390**
TOTALS	**$ 30,073,996**	**$ 4,682,425**	**$ 6,490,649**	**$ 5,543,126**	**$ 322,834**	**$ 47,113,030**

2025-2026 Budget
DEVELOPMENT SVCS

2025-2026 Budgeted Figures as of October 1, 2025

Departments	Personnel Services	Supplies	Other Svcs.	Capital Outlay	Transfers Out	Total
Administration	$ 142,020	$ 51,750	$ 52,000	$ 3,000	$ -	$ 248,770
Engineering	$ 874,211	$ 34,150	$ 45,900	$ 82,437	$ -	$ 1,036,698
Planning Department	$ 493,383	$ 123,500	$ 231,500	$ 46,100	$ -	$ 894,483
Building Department	$ 486,445	$ 29,000	$ 75,500	$ 82,000	$ -	$ 672,945
Street Department	$ 981,056	$ 2,076,400	$ 1,255,500	$ 4,010,000	$ -	$ 8,322,956
Totals	**$ 2,977,115**	**$ 2,314,800**	**$ 1,660,400**	**$ 4,223,537**	**$ -**	**$ 11,175,852**

ENVIRONMENTAL SVCS

	2025-2026 Projected Revenues	2024-2025 YTD @ 9/18/2025 Totals
Penalties & Interest	$ 35,000	$ -
Reimb.-Transfer Station	$ 140,000	$ -
Sanitation Charges	$ 6,095,000	$ -
Waste Disposal	$ 250,000	$ -
Miscellaneous	$ 250,000	$ -
Income from Recycling	$ 140,000	$ -
Transfers In	$ -	$ -
Grandtotal for Revenues	**$ 6,910,000**	**$ -**
Beginning Cash Used	$ 1,252,318	
Total	**$ 8,162,318**	

2025-2026 Budget
ENVIRONMENTAL SVCS
(Sanitation & Garbage Pickup)

2025-2026 Budgeted Figures as of October 1, 2025

Departments	Personnel Services	Supplies	Other Svcs.	Capital Outlay	Debt Service	Total
Sanitation-Admin.	$ 436,806	$ 51,000	$ 115,500	$ 1,532,000	$ 971,455	$ 3,106,761
Street Cleaning	$ 260,078	$ 25,500	$ -	$ -	$ -	$ 285,578
Waste Collection	$ 797,546	$ 302,500	$ 175,000	$ 80,000	$ -	$ 1,355,046
Transfer Station	$ 229,257	$ 73,500	$ 1,300,000	$ -	$ -	$ 1,602,757
Rubbish Collection	$ 728,866	$ 87,500	$ 450,000	$ -	$ -	$ 1,266,366
Recycling	$ 456,810	$ 71,000	$ 18,000	$ -	$ -	$ 545,810
Totals	**$ 2,909,363**	**$ 611,000**	**$ 2,058,500**	**$ 1,612,000**	**$ 971,455**	**$ 8,162,318**

Water & Sewer Revenue

UTILITY SERVICES	2025-2026 Projected Revenues	2024-2025 YTD @ 9/__/2025 Totals
Water Sales	$ 6,500,000	$ -
Service Connections	$ 1,250,000	$ -
Sewer Charges	$ 6,400,000	$ -
Interest Income	$ 530,000	$ -
Miscellaneous	$ 500,000	$ -
Penalties & Service Charges	$ 70,000	$ -
Grandtotal for Revenues	**$ 15,250,000**	**$ -**
Beginning Cash	**$ 13,774,160**	
Total	**$ 29,024,160**	

2025-2026 Budget
Water & Sewer

Departments	Personnel Services	Supplies	Other Svcs.	2025-2026 Budgeted Figures as of October 1, 2025 Capital Outlay	Debt Service	Transfers & Other Charges	Total
Admin. & General	$ 410,700	$ 65,000	$ 117,500	$ 41,100	$ 3,070,000	$ 1,000,000	$ 4,704,300
Finance & Customer	$ -	$ -	$ 775,000	$ -	$ -	$ -	$ 775,000
Transmission & Distribution	$ 666,500	$ 642,500	$ 101,750	$ 4,317,000	$ -	$ -	$ 5,727,750
Treatment & Purification	$ 1,055,000	$ 673,000	$ 815,500	$ 588,000	$ -	$ -	$ 3,131,500
Source of Supply	$ 218,290	$ 392,500	$ 452,000	$ 11,289,120	$ -	$ -	$ 12,351,910
Sanitary Sewer Lines	$ 374,000	$ 104,500	$ 50,200	$ 1,660,000	$ -	$ -	$ 2,188,700
Punkin Water Bond Series	$ -	$ -	$ -	$ 145,000	$ -	$ -	$ 145,000
Totals	**$ 2,724,490**	**$ 1,877,500**	**$ 2,311,950**	**$ 18,040,220**	**$ 3,070,000**	**$ 1,000,000**	**$ 29,024,160**

2025-2026 Budget
Other Funds

2025-2026 Budgeted Figures as of October 1, 2025

	Fund Name	Revenue	Personnel Services	Supplies	Other Svcs.	Capital Outlay	Debt Service	Transfers Out	Expenses Total
003	$9M Bonds-Series 2023 proceeds	$ -	$ -	$ -	$ -	$ 1,937,005	$ -	$ -	**$ 1,937,005**
007	2025 $5M Series Bonds-Proceeds	$ -	$ -	$ -	$ -	$ 5,052,677	$ -	$ -	**$ 5,052,677**
015	BMH-NMS/Comm. Health Funds	$ 17,735	$ -	$ -	$ 20,000	$ -			**$ 20,000**
100	MDJ Unit Fund	$ 645,000	$ 537,139	$ 77,500	$ 110,700	$ 97,000	$ -	$ -	**$ 822,339**
105	Fed. Seized Funds-US Marshalls	$ 10,000	$ -	$ -	$ 10,000	$ 20,000	$ -	$ -	**$ 30,000**
110	Metro Narcotics-Seized Funds	$ 50,000	$ -	$ -	$ -	$ 50,000	$ -	$ -	**$ 50,000**
210	2023 GO Bonds-$9M	$ 963,910	$ -	$ -	$ -	$ -	$ 663,375	$ -	**$ 663,375**
215	2025 GO Bonds-$5M	$ 562,377	$ -	$ -	$ -	$ -	$ 373,128	$ -	**$ 373,128**
240	2012 GO Bonds	$ 744,139	$ -	$ -	$ -	$ -	$ 446,068	$ -	**$ 446,068**
245	Oxf. Commons Spec. Assesm.-2014	$ 133,310	$ -	$ -	$ -	$ -	$ 133,310	$ -	**$ 133,310**
250	2015 GO Refi. 04 & 07	$ 967,406	$ -	$ -	$ -	$ -	$ 660,791	$ -	**$ 660,791**
255	2017A $7.5M GO Bond	$ 734,531	$ -	$ -	$ -	$ -	$ 502,300	$ -	**$ 502,300**
260	2017B $7.5M GO Bond	$ 733,381	$ -	$ -	$ -	$ -	$ 501,150	$ -	**$ 501,150**
265	2018A $2.7M GO Bond	$ 331,425	$ -	$ -	$ -	$ -	$ 183,158	$ -	**$ 183,158**
270	2018B $9.95M GO Bond	$ 124,675	$ -	$ -	$ -	$ -	$ 124,675	$ -	**$ 124,675**
275	2018C $1.050M GO Bond	$ 128,800	$ -	$ -	$ -	$ -	$ 128,800	$ -	**$ 128,800**
280	2019 $4M TIF Bonds	$ 401,598	$ -	$ -	$ -	$ -	$ 401,598	$ -	**$ 401,598**
285	2022 GO Refunding Bonds $7.7M	$ 646,633	$ -	$ -	$ -	$ -	$ 646,633	$ -	**$ 646,633**
300	OPC-Activity Fund	$ 575,000	$ -	$ -	$ 575,000	$ -	$ -	$ -	**$ 575,000**
602	Cemetery Trust Funds	$ 50,000	$ -	$ -	$ -	$ 35,000	$ -	$ 20,000	**$ 55,000**
610	DARE Funds	$ 25,000	$ -	$ -	$ 18,500	$ -	$ -	$ -	**$ 18,500**
611	Tourism Tax	$ 930,406	$ -	$ -	$ 930,406	$ -	$ -	$ -	**$ 930,406**
618	Homeland Security Grant Funds	$ 102,000	$ -	$ -	$ -	$ 102,000	$ -	$ -	**$ 102,000**
619	Trust & Agency-Misc.	$ 700,000	$ -	$ -	$ -	$ -	$ -	$ 2,000,000	**$ 2,000,000**
620	Forestry Grant Funds	$ -	$ -	$ -	$ 57,000	$ -	$ -	$ -	**$ 57,000**
622	Woodlawn Park Proj.	$ -	$ -	$ -	$ -	$ 35,000	$ -	$ -	**$ 35,000**
623	Crime Prevention Funds	$ 50,000	$ -	$ -	$ 101,000	$ 25,000	$ -	$ -	**$ 126,000**
625	Admin. Fee- Court Dept.	$ 100,000	$ -	$ -	$ -	$ 250,000	$ -	$ -	**$ 250,000**
631	Mounted Patrol	$ 2,000	$ -	$ 2,000	$ -	$ -	$ -	$ -	**$ 2,000**
632	OPD DUI Grant-405D funds	$ 560,098	$ 263,129	$ 65,000	$ 222,969	$ 9,000	$ -	$ -	**$ 560,098**
633	OPD Alcohol Grant 154 Funds	$ 163,442	$ 153,213	$ 355	$ 7,524	$ 2,350	$ -	$ -	**$ 163,442**
634	Fire Prevention/Smoke Detector Fund	$ 5,000	$ -	$ -	$ 6,700	$ -	$ -	$ -	**$ 6,700**
635	OPD Traffic Services Grant 402 Funds	$ 21,961	$ 21,961	$ -	$ -	$ -	$ -	$ -	**$ 21,961**
638	Development Svcs-Bonds Held	$ 150,000	$ -	$ -	$ 100,000	$ -	$ -	$ -	**$ 100,000**
639	Infrastructure/Maintenance-MIMA	$ 3,000,000	$ -	$ 8,000,000	$ -	$ -	$ -	$ -	**$ 8,000,000**
645	Univ. Ave.-Pegues Road Connector	$ 6,000,000	$ -	$ -	$ -	$ 6,000,000	$ -	$ -	**$ 6,000,000**
646	Oxford Square Park Project	$ -	$ -	$ -	$ -	$ 42,320	$ -	$ -	**$ 42,320**
647	Street Dept Capital Project Fund	$ -	$ -	$ -	$ -	$ 4,000,000	$ -	$ -	**$ 4,000,000**
648	Capital Project-SB3049	$ -	$ -	$ -	$ -	$ 246,860	$ -	$ -	**$ 246,860**
653	O.U.T-Oxford Transit Grant Funds	$ 6,565,218	$ 3,629,058	$ 1,167,000	$ 623,160	$ 1,146,000	$ -	$ -	**$ 6,565,218**
661	ARC Capital Fund	$ 15,000	$ -	$ -	$ -	$ -	$ -	$ 35,000	**$ 35,000**
662	OPC Pool Renovation Fund	$ -	$ -	$ -	$ -	$ 141,969	$ -	$ -	**$ 141,969**
667	CLG Grant/Archives & History	$ 20,000	$ -	$ 20,000	$ -	$ -	$ -	$ -	**$ 20,000**
670	Unemployment Comp	$ -	$ 10,000	$ -	$ -	$ -	$ -	$ -	**$ 10,000**
675	North Lamar Park Project	$ -	$ -	$ -	$ -	$ 13,041	$ -	$ -	**$ 13,041**
678	Hwy 7 Utility Reloc. Projects	$ 1,000,000	$ -	$ -	$ -	$ 3,000,000	$ -	$ 1,227,849	**$ 4,227,849**
679	RSVP 5310 Grant-County Transit	$ 125,000	$ -	$ -	$ -	$ -	$ -	$ 125,000	**$ 125,000**
684	OPD Grant Funds	$ 102,000	$ -	$ -	$ -	$ 102,000	$ -	$ -	**$ 102,000**
689	$30M Trust Proceeds Recvd.	$ 1,005,792	$ -	$ -	$ -	$ -	$ -	$ 1,268,000	**$ 1,268,000**
694	Tree Escrow Fund	$ 100,000	$ -	$ -	$ 200,000	$ -	$ -	$ 100,000	**$ 300,000**
696	Historic Homes Fund	$ 152,000	$ 24,130	$ 62,450	$ 50,500	$ 20,000	$ -	$ -	**$ 157,080**
725	Holly Jolly Holidays	$ 386,700	$ 33,045	$ 55,000	$ 285,000	$ 544,712	$ -	$ -	**$ 917,757**
726	Conference Center	$ 1,260,944	$ 580,171	$ 574,100	$ 599,600	$ 623,000	$ -	$ 1,000,000	**$ 3,376,871**
727	2% Food & Beverage Funds	$ 5,452,184	$ -	$ -	$ 4,699,306	$ 1,846,500	$ -	$ 315,000	**$ 6,860,806**
729	Parking Division Revenue	$ 1,340,445	$ -	$ 78,000	$ 137,500	$ 800,000	$ -	$ 1,135,106	**$ 2,150,606**
	TOTALS	**$ 37,155,110.00**	**$ 5,251,846.00**	**$ 10,101,405.00**	**$ 8,754,865.00**	**$ 19,151,752.00**	**$ 4,764,986.00**	**$ 7,225,955.00**	**$ 55,250,809.00**

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: 08/04/2025

Department that owns Fixed Asset: City Shop

Fixed Asset Tag Number (If item is not tagged, please put N/A): 02147

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:

Make \ Model \ Year

VIN / Serial Number \ Color

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

Description of Tool (including brand): RIM CLAMP 5060A TIRE MACHINE

594103937 \

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

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

Machine 30 years old and repairs cost more than new machine

Name of Person Submitting Surplus Request: Michelle Robinson

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: 8/20/2025

Department that owns Fixed Asset: Dev Svcs- Building Dept

Fixed Asset Tag Number (If item is not tagged, please put N/A): 01883

Physical Location of Asset: Dev Svcs- Building Dept

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

iPad Pro \ _____ \ _____

Make Model Year

DMPTF2Z0GXQ4 \ _____

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:

Originally purchased 5/3/2017 at a cost of $699.99.

Auditors' System No. 2622

Name of Person Submitting Surplus Request: Johnathan Mizell

Date Approved by BOA: 9/2/2025

107 Courthouse Square
Oxford, MS 38655

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

THE CITY OF
OXFORD

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Date of Request: 8/12/25

Department that owns Fixed Asset: Oxford Park Commission

Fixed Asset Tag Number (If item is not tagged, please put N/A): 001537

Physical Location of Asset: Oxford Activity Center

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

Ford \ F150 \ 2008

Make Model Year

1FTRF12WX8KC86842 \ 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: Mike Young

Date Approved by BOA: _____

107 Courthouse Square
Oxford, MS 38655

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

THE CITY OF
OXFORD

SURPLUS FORM

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Date of Request: 8/12/25

Department that owns Fixed Asset: Oxford Park Commission

Fixed Asset Tag Number (If item is not tagged, please put N/A): 001537

Physical Location of Asset: Oxford Activity Center

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

Make	Model	Year
8/12/25	Oxford Park Commission	03464

VIN / Serial Number	Color
Oxford Activity Center	Cybex Elliptical

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

Description of Tool (including brand): Arc Trainer

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

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

Orange

Name of Person Submitting Surplus Request: Mike Young

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: 8/12/25

Department that owns Fixed Asset: Oxford Park Commission

Fixed Asset Tag Number (If item is not tagged, please put N/A): 001537

Physical Location of Asset: Oxford Activity Center

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

_____ _____ _____

Make Model Year

_____ Mike Young

VIN / Serial Number Color

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

Description of Tool (including brand): _____

8/12/25 Oxford Park Commission

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

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

03463

Oxford Activity Center

Cybex Elliptical

Arc Trainer

Name of Person Submitting Surplus Request: Mike Young

Date Approved by BOA: _____

107 Courthouse Square
Oxford, MS 38655

(p) 662-236-1310
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THE CITY OF
OXFORD

SURPLUS FORM

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Date of Request: 8/12/25

Department that owns Fixed Asset: Oxford Park Commission

Fixed Asset Tag Number (If item is not tagged, please put N/A): 001537

Physical Location of Asset: Oxford Activity Center

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

_____\ Orange _____\

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: 8/12/25

Department that owns Fixed Asset: Oxford Park Commission

Fixed Asset Tag Number (If item is not tagged, please put N/A): 001537

Physical Location of Asset: Oxford Activity Center

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

Make	Model	Year
Oxford Park Commission	001358	Oxford Activity Center

VIN / Serial Number	Color
Ford	Ranger

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

Description of Tool (including brand): 1998

Serial Number (if none, write N/A)	Color
1FTYR14X3WPA50588	Blue

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

Name of Person Submitting Surplus Request: Mike Young

Date Approved by BOA: _____

107 Courthouse Square
Oxford, MS 38655
(p) 662-236-1310
(f) 662-232-2337

CERTIFICATE OF TITLE

Form # 79-001

STATE OF MISSISSIPPI

ORIGINAL

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
1FM5K8AR6JGA36971	FORD	2018	EXPLORER	UV	MS0823857152	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
03/01/2018	01/24/2018	6	NEW	PC	7 ACTUAL

OWNER(S)

CITY OF OXFORD
107 COURTHOUSE SQ
OXFORD MS 38655-4068

BRANDS

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

MAIL TO

CITY OF OXFORD
107 COURTHOUSE SQ
OXFORD MS 38655-4068

M93-6

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 1ST DAY OF MARCH 2018

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1. Mississippi Code of 1972. and subject to the provisions thereof.

CONTROL NUMBER

O 00256116

MISSISSIPPI DEPARTMENT OF REVENUE

Herb Frierson

VOID IF ALTERED

*****NOTICE: ANY ALTERATION OR ERASURE VOIDS THE ASSIGNMENT AND ALL ASSIGNMENTS THAT FOLLOW*****

Federal and State Law requires that you state the mileage in connection with the transfer of ownership. Failure to complete, or providing a false statement, may result in fines and/or imprisonment.

ASSIGNMENT OF TITLE BY REGISTERED OWNER

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

Name _____ Address _____

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

ODOMETER READING (No Tenths)

CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

SELLER:

Signature(s) Caitlan McLarty for Ashley Harmon city of Oxford Printed Name(s) Caitlan McLarty For City of Oxford, MS Date of Sale _____

"I am aware of the above odometer certification made by seller"

BUYER:

Signature(s) _____ Printed Name(s) _____

FIRST RE-ASSIGNMENT BY LICENSED DEALER

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

Name _____ Address _____

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

ODOMETER READING (No Tenths)

CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

DEALER OR AGENT:

Signature(s) _____ Printed Firm Name _____ Date of Sale _____

"I am aware of the above odometer certification made by seller"

BUYER:

Signature(s) _____ Printed Name(s) _____

SECOND RE-ASSIGNMENT BY LICENSED DEALER

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

Name _____ Address _____

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

ODOMETER READING (No Tenths)

CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

DEALER OR AGENT:

Signature(s) _____ Printed Firm Name _____ Date of Sale _____

"I am aware of the above odometer certification made by seller"

BUYER:

Signature(s) _____ Printed Name(s) _____

THIRD RE-ASSIGNMENT BY LICENSED DEALER

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

Name _____ Address _____

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

ODOMETER READING (No Tenths)

CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

DEALER OR AGENT:

Signature(s) _____ Printed Firm Name _____ Date of Sale _____

"I am aware of the above odometer certification made by seller"

BUYER:

Signature(s) _____ Printed Name(s) _____

LIENHOLDER TO BE SHOWN ON NEW TITLE

Lien in favor of _____

whose address is _____

SCRAPPED, DISMANTLED, OR DESTROYED VEHICLE - This is to be filled in by Vehicle Owner. Certificate of Title must be mailed or delivered to the Mississippi Department of Revenue. I/we hereby warrant that the Vehicle described on the reverse side of this Certificate was scrapped, dismantled, or destroyed on _____, 20____

Owner's Signature

CERTIFICATE OF TITLE

Form # 79-001

STATE OF MISSISSIPPI

ORIGINAL

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2C3CDXAG6KH547010	DODG	2019	CHARGER	SD	MS0838253824	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
07/30/2024	11/30/2018	6	NEW	PC	10 ACTUAL

OWNER(S)

CITY OF OXFORD
107 COURTHOUSE SQ
OXFORD MS 38655-4068

BRANDS

BENEFICIARY

☐ **Fully Autonomous Vehicle**

1ST LIENHOLDER

DATE:

2ND LIENHOLDER

DATE:

MAIL TO

CITY OF OXFORD
107 COURTHOUSE SQ
OXFORD MS 38655-4068

M56-2

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 30TH DAY OF JULY 2024

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1. Mississippi Code of 1972. and subject to the provisions thereof.

CONTROL NUMBER
O 0567154 2

MISSISSIPPI DEPARTMENT OF REVENUE

VOID IF ALTERED

*****NOTICE: ANY ALTERATION OR ERASURE VOIDS THE ASSIGNMENT AND ALL ASSIGNMENTS THAT FOLLOW*****

Federal and State Law requires that you state the mileage in connection with the transfer of ownership. Failure to complete, or providing a false statement, may result in fines and/or imprisonment.

ASSIGNMENT OF TITLE BY REGISTERED OWNER

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

Name _____ Address _____

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

_____
ODOMETER READING (No Tenths)

CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

SELLER:
Signature(s) Caitlan McClarty for City of Oxford Printed Name(s) Caitlan McClarty for City of Oxford Date of Sale _____

"I am aware of the above odometer certification made by seller"

BUYER:
Signature(s) _____ Printed Name(s) _____

FIRST RE-ASSIGNMENT BY LICENSED DEALER

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

Name _____ Address _____

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

_____
ODOMETER READING (No Tenths)

CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

DEALER OR AGENT:
Signature(s) _____ Printed Firm Name _____ Date of Sale _____

"I am aware of the above odometer certification made by seller"

BUYER:
Signature(s) _____ Printed Name(s) _____

SECOND RE-ASSIGNMENT BY LICENSED DEALER

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

Name _____ Address _____

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

_____
ODOMETER READING (No Tenths)

CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

DEALER OR AGENT:
Signature(s) _____ Printed Firm Name _____ Date of Sale _____

"I am aware of the above odometer certification made by seller"

BUYER:
Signature(s) _____ Printed Name(s) _____

THIRD RE-ASSIGNMENT BY LICENSED DEALER

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

Name _____ Address _____

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

_____
ODOMETER READING (No Tenths)

CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

DEALER OR AGENT:
Signature(s) _____ Printed Firm Name _____ Date of Sale _____

"I am aware of the above odometer certification made by seller"

BUYER:
Signature(s) _____ Printed Name(s) _____

LIENHOLDER TO BE SHOWN ON NEW TITLE

Lien in favor of _____

whose address is _____

SCRAPPED, DISMANTLED, OR DESTROYED VEHICLE - This is to be filled in by Vehicle Owner. Certificate of Title must be mailed or delivered to the Mississippi Department of Revenue. I/we hereby warrant that the vehicle described on the reverse side of this Certificate was scrapped, dismantled, or destroyed on _____, 20____

Owner's Signature

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: 8-26-25

Department that owns Fixed Asset: Building & Grounds

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

Physical Location of Asset: B&G

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

John Deer \ Pallet forks \

Make Model Year

N/A \ 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

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: 8-26-25

Department that owns Fixed Asset: Building & Grounds

Fixed Asset Tag Number (If item is not tagged, please put N/A): 02759

Physical Location of Asset: B&G

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

John Deer | Grapple Bucket |

Make | Model | Year

N/A | 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

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: 8-24-25

Department that owns Fixed Asset: Building & Grounds

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

Physical Location of Asset: B&G

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

Venting Leaf Vac \ RV602 \

Make Model Year

RV602-A BS1499 \

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

THE CITY OF
OXFORD

SURPLUS FORM

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Date of Request: 8-24-25

Department that owns Fixed Asset: Building & Grounds

Fixed Asset Tag Number (If item is not tagged, please put N/A): 03724

Physical Location of Asset: BdG

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

Ventrac Edger \ ED202 \

Make Model Year

ED202-AA02322 \

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

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: 8-24-25

Department that owns Fixed Asset: Building & Grounds

Fixed Asset Tag Number (If item is not tagged, please put N/A): 03722

Physical Location of Asset: B & G

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

Ventrac Buffalo Turbine \ BT-Ventrac \

Make Model Year

31173 \

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: Mike Grant

Date Approved by BOA:

107 Courthouse Square
Oxford, MS 38655

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

THE CITY OF
OXFORD

SURPLUS FORM

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Date of Request: 7/30/25

Department that owns Fixed Asset: Oxford Fire

Fixed Asset Tag Number (If item is not tagged, please put N/A): 3122

Physical Location of Asset: Oxford Fire Station 1

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

Motorola \ APX 6000 \ _____

Make Model Year

481CRX9843 \ Black

VIN / Serial Number Color

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

Description of Tool (including brand): Motorola Handheld Radio

_____ \ _____

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

Invoice

Sales Order Number: 1014582413
Invoice number: AF10220253
Customer Number: 683455
PO Number: 2021-05-28-BUILDPAD

Invoice Date: 05/31/2021
Payment Due Date: 07/15/2021
Payment Terms: Net 45 Days
Amount Due: USD$ 1,026.00

Please remit payment to
Apple Inc.
P.O. Box 281877
ATLANTA, GA 30384-1877
USA

Sold To
CITY OF OXFORD
CITY OF OXFORD
107 COURTHOUSE SQ
OXFORD MS 38655-4068
USA

Ship To
CITY OF OXFORD
Christopher Simmons
107 COURTHOUSE SQ
OXFORD MS 38655-4068
USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
000010	MYHX2LL/A	IPAD AIR WF CL 64GB SPACE GRAY-USA	1	1	$ 679.00	$ 679.00
000020	S8618LL/A	AC+ IPAD AIR 10.9-INCH-PHX	1	1	$ 69.00	$ 69.00
000030	MU8F2AM/A	APPLE PENCIL 2ND GEN-AME	1	1	$ 119.00	$ 119.00
000040	MXNK2LL/A	IPAD SMART KEYBOARD FOLIO 11-USA Web Order Number : 1014582413	1	1	$ 159.00	$ 159.00

Questions
Call or email governmentSSO@apple.com

Special Instructions

Terms and Conditions
This order is subject to the terms of your Apple Direct Customer Agreement or other purchase agreement with Apple.

Subtotal	$ 1,026.00
Tax	$ 0.00
Shipping	$0.00
Total Amount Due:	**USD$ 1,026.00**

Invoice

Sales Order Number: 1014582413
Invoice number: AF10220253
Customer Number: 683455
PO Number: 2021-05-28-BUILDPAD

Invoice Date: 05/31/2021
Payment Due Date: 07/15/2021
Payment Terms: Net 45 Days
Amount Due: USD$ 1,026.00

Please remit payment to
Apple Inc.
P.O. Box 281877
ATLANTA, GA 30384-1877
USA

Sold To
CITY OF OXFORD
CITY OF OXFORD
107 COURTHOUSE SQ
OXFORD MS 38655-4068
USA

Ship To
CITY OF OXFORD
Christopher Simmons
107 COURTHOUSE SQ
OXFORD MS 38655-4068
USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price

Serial Numbers for Item 000010
DMPFN0ZJQ19C
Serial Numbers for Item 000030
HJTFKWNNJKM9
Serial Numbers for Item 000040
FTPDJE7ZMJ66

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: 8/20/2025

Department that owns Fixed Asset: Dev Svcs- Building Dept

Fixed Asset Tag Number (If item is not tagged, please put N/A): None

Physical Location of Asset: Dev Svcs- Building Dept

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

Apple iPad Air \ 10.9-inch 4th Gen, 64GB \ _____

Make Model Year

DMPFN0ZJQ19C \ Space Gray

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:

Originally purchased from Apple on 6/2/2021, check # 112976:

Auditors' System No. 4009- Apple Pencil & Smart Keyboard- $347.00

(Apple Pencil SN- HJTFKWNNJKM9 , Smart Keyboard SN- FTPDJE7ZMJ66)

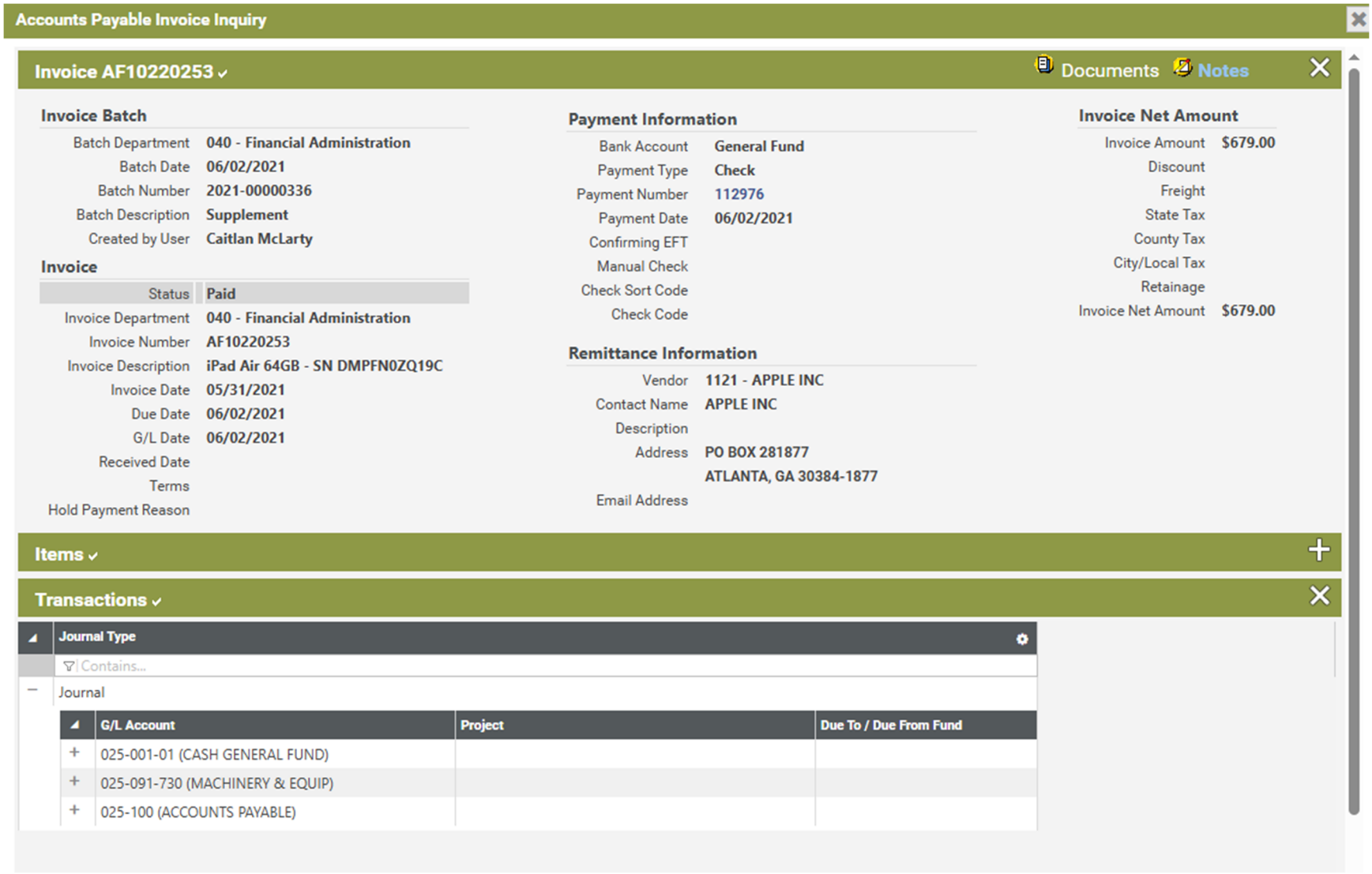
Auditors' System No. 4010- iPad Air 64GB- SN DMPFN0ZJQ19C- $679.00

Name of Person Submitting Surplus Request: Johnathan Mizell

Date Approved by BOA: 9/2/2025

107 Courthouse Square
Oxford, MS 38655

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


Accounts Payable Invoice Inquiry
Invoice AF10220253
Documents
Notes
Invoice Batch
Batch Department 040 - Financial Administration
Batch Date 06/02/2021
Batch Number 2021-00000336
Batch Description Supplement
Created by User Caitlan McLarty
Invoice
Status Paid
Invoice Department 040 - Financial Administration
Invoice Number AF10220253
Invoice Description iPad Air 64GB - SN DMPFN0ZQ19C
Invoice Date 05/31/2021
Due Date 06/02/2021
G/L Date 06/02/2021
Received Date
Terms
Hold Payment Reason
Payment Information
Bank Account General Fund
Payment Type Check
Payment Number 112976
Payment Date 06/02/2021
Confirming EFT
Manual Check
Check Sort Code
Check Code
Remittance Information
Vendor 1121 - APPLE INC
Contact Name APPLE INC
Description
Address PO BOX 281877
ATLANTA, GA 30384-1877
Email Address
Invoice Net Amount
Invoice Amount $679.00
Discount
Freight
State Tax
County Tax
City/Local Tax
Retainage
Invoice Net Amount $679.00
Items
Transactions
Journal Type
Contains...
Journal
G/L Account
Project
Due To / Due From Fund
025-001-01 (CASH GENERAL FUND)
025-091-730 (MACHINERY & EQUIP)
025-100 (ACCOUNTS PAYABLE)

To: **Robyn Tannehill, Oxford Police Departent - Regional Fusion Center**

From: Beth Loflin-Grants and Finance Director *BL*

Date: August 13, 2025

Re: FY25 Homeland Security Grant Program Funds-Award Notification and Grant Orientation Meeting

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Congratulations!

Your jurisdiction has been selected to receive funding through the Fiscal Year 2025 Mississippi Homeland Security Grant Program (HSGP).

Grant Award Budget Cost Summary:

Each agency will find enclosed a customized Cost Summary, approved by the MOHS Executive Committee. This document specifies **all** items authorized for funding under the FY25 HSGP Grant Award and will be included in the official Grant Award Packet, which will be executed by the Executive Director. The approved costs reflect an assessment of the original application, review findings, eligibility criteria, and alignment with the program's core objectives.

Revisions to Budget Cost Summary:

Please note that each application has undergone a thorough review and approval process. As a result, certain items may have been adjusted in cost or quantity or may not have received approval. The items listed in the attached Cost Summary are final and no further changes or revisions will be accepted at this time.

Orientation Sessions: Virtual and In-Person:

Due to the delayed federal release of the FY25 Notice of Funding and the subsequent federal application submission, implementation plans are still being finalized. Orientation session dates and locations will be communicated to Sub-Grantees in the coming weeks, with meetings tentatively planned for September 2025.

In response to agency feedback, the Mississippi Office of Homeland Security (MOHS) will offer both virtual and in-person orientation formats. Agencies that have not received a MOHS grant or have not been awarded funding within the past three (3) years, will be required to attend an in-person session. Sub-Grantees with continuation grants may be eligible to participate virtually.

Regardless of format, it is imperative that all individuals involved in the grant process, including both programmatic and financial representatives, attend the orientation in its entirety. These sessions will provide essential guidance on completing Grant Award Packets, submitting required forms, requesting reimbursements, and meeting mandatory reporting obligations.

FY25 Program Updates & Implementation Changes:

During the upcoming Orientation sessions, the MOHS will share key updates and strategic changes related to the FY25 Homeland Security Grant Program, along with early insights into anticipated priorities for the FY26 cycle. *As part of the Implementation Phase, MOHS will also provide guidance on updates to program documentation, including revised forms and enhanced submission requirements. Additionally, new policies and regulatory standards governing grant activities for the upcoming year will be introduced.*

Grant Award Packet Distribution & Execution

The MOHS is currently preparing Grant Award Packets for all approved agencies. These packets, along with the FY25 Program Management Documents and Workbooks detailing financial and programmatic obligations, will be distributed following the completion of the Grant Implementation sessions.

At the time of release, each award will be fully executed by MOHS and ready for signature by the Authorized Signatory Official. Please be advised that packets will not be distributed prior to the completion of Implementation, and early release requests will not be accommodated.

Completed Grant Award Packets must be submitted to MOHS via email at: mohsgrants@dps.ms.gov no later than ***October 15, 2025****.*

MISSISSIPPI OFFICE OF HOMELAND SECURITY
GRANT REVIEW AND AWARD AMOUNT

Agency Name: Oxford Police Departent - Regional Fusion Center	**Grant Number:** 25LE286
Funding: FY25 HSGP	
National Priority: Supporting Homeland Security Task Forces and Fusion Centers & Law Enforcement	

Category	Description	QTY	Amount	Total
Personnel Service				
Equipment				
Commodities Supplies				
Contractual Services	Biometrica Umbra	1	$9,600.00	$9,600.00
	Biometrica Qapla	1	$7,200.00	$7,200.00
	Amped Five	1	$1,600.00	$1,600.00
	Dataminr	1	$15,000.00	$15,000.00
	Magnet Axiom Premiere	1	$7,800.00	$7,800.00
	Geoshield	1	$50,000.00	$50,000.00
	First Two	1	$10,800.00	$10,800.00
Other Expenses				
			Total Grant Amount	$102,000.00
			Total Personnel Services	
			Total Equipment Amount	$102,000.00

Category	Description	QTY	Amount	Total
			Total Commodities/Supplies Amount	
			Total Contractual Services Amount	$102,000.00
			Total Other Expenses Amount	

Environmental Historic Preservation (EHP) Form: *EHP is NOT REQUIRED*

NOTES:
All Equipment and Commodities need to be ordered, purchased and reimbursed within the FY25 grant year. Extensions will be limited. If funds have not been expended by 3rd Quarter, funds can be reallocated to other projects. Items provided in these grant amounts were awarded by the Executive Committee and are not allowed to be modified or revised at time of award. Modifications during FY25 will be limited. Contractual services are limited to one (1) year of services. Copies of all contracts will be required to be provided to the MOHS. All information and intelligence are required to be submitted to the MS Fusion Center and all systems must be accessible to the MS Fusion Center.

ADDITIONAL NOTICE:
Contractual services are limited to one (1) year of services. Copies of all contracts will be required to be provided to the MOHS. All information and intelligence are required to be submitted to the MS Fusion Center and all systems must be accessible to

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

08/14/25 - 08/27/25

TO BE APPROVED: 09/02/25

ACCOUNT NUMBER	CUSTOMER NAME	ADDRESS	WATER ADJUSTMENT	SEWER ADJUSTMENT	ADJUSTMENT TYPE
209097-028484	MARKETIA PITTS	104 GREYSTONE BLVD	-$419.26	-$557.43	INSIDE
002840-047567	ANETRA FIELDS	1100 SHADOW CREEK DRIVE APT. 101	-$30.18	-$40.12	INSIDE
207010-010198	MILLICENT HAGGARD	1418 JACKSON AVENUE E APT. B	-$22.72	-$30.21	INSIDE
006584-041206	OWEN'S PLACE IX	1902 BURNS AVENUE	-$81.29	-$101.01	INSIDE
208720-051253	YUMNA SAAD	3 PRIVATE ROAD 3151 APT. 7	-$24.85	-$33.04	INSIDE
207645-107416	WALLACE LOWE	301 RIDGEWOOD MANOR DRIVE	-$39.41	-$52.39	INSIDE
209027-046480	GABE SCALES	329 HAYAT LOOP	-$269.80	-$358.72	INSIDE
007569-050643	AUSTIN THORNHILL	3373 JAMES E DAVIS PKWY	-$87.69	-$116.58	INSIDE
208740-048402	STAIVYAN MAYS	5 PRIVATE ROAD 3151 APT. 1	-$22.01	-$29.26	INSIDE
002750-049143	BROOKLYN RIMES	600 SHADOW CREEK DRIVE APT. 204	-$15.62	-$20.77	INSIDE
205882-049310	AMY NORWOOD	1105 MORGAN COVE	-$137.74	-$366.27	OUTSIDE
224225-045127	CASTEL SWEET	1207 ACADEMY COVE	-$50.16	-$112.14	OUTSIDE
210193-110015	LEI CAO	714 OAK HILL DRIVE	-$31.24	-$82.60	OUTSIDE
226158-123985	RUTH A LOCKE	11 COUNTY ROAD 417	-$33.60	X	WT ONLY
		TOTAL:	**-$1,265.57**	**-$1,900.54**	

City of Oxford, Mississippi

Limited English Proficiency (LEP) Policy

Purpose

The City of Oxford is committed to ensuring that all residents, regardless of their ability to communicate in English, have meaningful access to City services, programs, and activities. In compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166, this policy establishes standards and procedures for providing language assistance to individuals with Limited English Proficiency (LEP).

Policy Statement

No person shall be denied access to City services or programs because of their limited ability to speak, read, write, or understand English. The City will take reasonable steps to provide free and timely language assistance services to LEP individuals, with particular attention to the needs of the Spanish-speaking community, which represents the largest LEP population in Oxford.

Scope

This policy applies to all City departments, staff, volunteers, and contractors providing direct services, programs, or activities to the public.

Procedures

1. Needs Assessment

- The City will periodically review demographic data (U.S. Census, American Community Survey, school enrollment, etc.) to identify the primary LEP populations in Oxford.
- Spanish has been identified as the most commonly spoken language among LEP residents.

2. Language Assistance Services

- Oral Interpretation: City staff will provide timely interpretation services, either through bilingual staff or contracted professional interpreters.
- Written Translation: Vital documents (e.g., forms, notices of rights, public safety announcements, applications, and complaint procedures) will be translated into Spanish.
- Telephone Interpretation: Departments may use telephonic interpretation services when in-person interpreters are unavailable.

3. Staff Training

- City staff will be trained on recognizing the need for language assistance and on how to access interpretation or translation resources.
- Front-line employees will receive special guidance on assisting LEP individuals respectfully and effectively.

4. Public Notice

- The City will post notices, in English and Spanish, in public areas of City facilities and on the City's website to inform residents of their right to free language assistance.

5. Monitoring and Updating

- The Human Resources/Title VI Coordinator will review the LEP Policy at least once every two years.
- Departments will provide feedback on the use and effectiveness of language assistance services. Updates will be made based on community demographics, feedback, and service demands.

Responsibilities

- Title VI/ADA Coordinator (Human Resources Director): Oversees LEP compliance, monitors implementation, and coordinates training.
- Department Heads: Ensure departmental compliance and identify documents or services that require translation or interpretation.
- All City Staff: Provide meaningful access to services by following procedures for requesting interpretation and translation.

Complaint Procedure

Any individual who believes they have been denied meaningful access to City services because of limited English proficiency may file a complaint with the City of Oxford Human Resources/Title VI Coordinator:

Braxton Tullos
Human Resources Director / Title VI Coordinator
107 Courthouse Square
Oxford, MS 38655
(662) 232-2453

Complaints should be submitted within 60 calendar days of the alleged denial of services. Assistance in completing complaints will be provided upon request.

City of Oxford, Mississippi

Title VI Non-Discrimination Agreement

Between the City of Oxford, Mississippi and the Mississippi Department of Transportation
TITLE VI
NON-DISCRIMINATION AGREEMENT

Mississippi Department of Transportation
and
THE CITY OF OXFORD, MISSISSIPPI

Policy Statement

The Board of Aldermen of City of Oxford, Mississippi and/or City of Oxford, Mississippi, hereinafter referred to as the "City of Oxford" assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Oxford further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not (Public Law 100259 [S.557] March 22, 1988.)

In the event the City of Oxford distributes federal aid funds to a sub-recipient, the City of Oxford will include Title VI language in all written agreements and will monitor for compliance.

The City of Oxford's is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation (CFR) 200 and 49 Code of Federal Regulation 21.

Head of Agency Signature

Title

Date

Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, Board of Aldermen of City of Oxford, Mississippi and/or City of Oxford, Mississippi has appointed a Title VI Coordinator who is responsible for administering and monitoring the organization's Title VI activities. Attachment 1 illustrates the level and placement of Title VI responsibilities.

Assurances

49 CFR Part 21.7

The Board of Aldermen of City of Oxford, Mississippi and/or City of Oxford, Mississippi, hereby gives assurances:

That no person shall on the grounds of race, color, national origin, and sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are Federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:

List all major programs and activities of the recipient and Title VI responsibilities for each one of them. Include information as Attachment 2 to this Nondiscrimination Agreement.

That it will promptly take any measures necessary to effectuate this agreement.

That each program, activity, and facility as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.

That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Mississippi Department of Transportation (MDOT) under the Federally-Funded Program and is binding on it, other

recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the City of Oxford.

That the City of Oxford shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements.

The City of Oxford, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

That the City of Oxford shall insert the clauses of Appendix 1 of this Agreement in every contract subject to the Act and the Regulations.

That the City of Oxford shall insert the clauses of Appendix 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

That the City of Oxford shall include the appropriate clauses set forth in Appendix 3 of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the City of Oxford with other parties: (a) for the subsequent transfer of real property acquired or improved under a Federal Aid Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a Federal Aid Program.

The City of Oxford agrees that the has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

grants and loans of Federal funds,

the grant or donation of Federal property and interest in property,

the detail of Federal personnel,

the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient, and

any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The recipient shall:

Issue a policy statement, signed by the head of the recipient, which expresses it's commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.

Take affirmative action to correct any deficiencies found by MDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the recipient shall be held responsible for implementing Title VI requirements.

Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the head of the recipient. The Title VI Coordinator will be responsible for initiating and monitoring Title VI activities and preparing required reports.

Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by the Title VI Coordinator trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report of investigation, will be forwarded to MDOT's Office of Civil Rights (OCR) within 10 days of the date the complaint was received by the recipient.

Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the programs and activities conducted by the recipient.

Conduct Title VI reviews of the recipient and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.

Conduct training programs on Title VI and related statutes.

Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year.

Annual Work Plan

Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

Accomplishment Report

List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Specialist and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Specialist. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the recipient.

Discrimination Complaint Procedure

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

The date of alleged act of discrimination; or

Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, an advise the complainant of other avenues of redress available, such as MDOT and USDOT.

The recipient will advise MDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to MDOT:

Name, address, and phone number of the complainant.

Name(s) and address(es) of alleged discriminating official(s).

Basis of complaint (i.e., race, color, national origin or sex)

Date of alleged discriminatory act(s).

Date of complaint received by the recipient.

A statement of the complaint.

Other agencies (state, local or Federal) where the complaint has been filed.

An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with MDOT, or USDOT, if they are dissatisfied with the final decision rendered by the City of Oxford. The Title VI Coordinator will also provide MDOT with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Mississippi Department of Transportation

Office of Civil Rights, Title VI Program

(601) 359-7970

Administration

Division Office

(601) 965-4226
Sanctions

In the event the recipient fails or refuses to comply with the terms of this agreement, the MDOT may take any or all of the following actions:

Cancel, terminate, or suspend this agreement in whole or in part;

Refrain from extending any further assistance to the recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.

Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.

Refer the case to the Department of Justice for appropriate legal proceedings.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION:

Signature

Title VI Coordinator

Title

Date

THE CITY OF OXFORD, MISSISSIPPI:

Signature

Title VI Coordinator

Title

Date

Appendix 1

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the contracting agency or the appropriate federal agency 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 MDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

Withholding of payments to the contractor under the contract until the contractor complies, and/or;

Cancellation, termination, or suspension of the contract, in whole or in part

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or

USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request MDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Appendix 2

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the .

GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Mississippi will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with an in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, the Department of Transportation MDOT (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Mississippi all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Mississippi, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Mississippi, its successors, and assigns.

The state of Mississippi, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)* (2) that the state of Mississippi, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A,

Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.

Appendix 3

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Board of Aldermen of City of Oxford, Mississippi and/or City of Oxford, Mississippi pursuant to the provisions of Assurance 8.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease has never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Mississippi Department of Transportation pursuant to the provisions of Assurance 8.

The LESSEE, or himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the

Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

"Attachment 1"

Title VI - Organization and Staffing

Head of the Organization

Mayor Robyn Tannehill

President of the (Public Agency-XXXX) of City of Oxford, Mississippi

Title VI Coordinator

Braxton Tullos

Attorney for the City of Oxford (Public agency)

Pope Mallett

Tel: (662) 236-0055

Fax: (662) 236-0035

Email: pmallette@mayomallette.com

"ATTACHMENT 2"

Major Programs and its Title VI Responsibilities include but are not limited to:

I. Planning

Ensure that all aspects of the planning process operation comply with Title VI.

Ensure that various social, economic, and ethnic interest groups are represented in the planning process by disseminating program information to minority media and ethnic/gender related organizations and participating in roundtable meetings in predominantly minority communities.

Review the department work program and other directives to ensure compliance with Title VI program requirements.

Visit public meetings to verify the level of participation of Title VI protected group members when offered in predominantly ethnic minority communities.

Ensure the Limited English Proficiency (LEP) individuals who will be affected by planned projects receive meaningful access into the public awareness/involvement process. Meaningful access means that the affected parties will receive the necessary communicative assistance required to allow them to participate in governmental services/activities.

II. Environmental Justice

Monitor compliances with Title VI requirements in all aspects of the environmental process.

Conduct meetings to review the project impact.

Disseminate to the public their rights to call or write the department to view plans and discuss environmental problems.

Notify affected protected groups residents of public meetings or hearings regarding a proposed project, and make meetings and hearings accessible.

Develop mechanisms to identify the population affected by a project.

Ensure that Limited English Proficiency (LEP) individuals who will be affected by locating and citing actions receive meaningful access into the public awareness/involvement process. Meaningful access means that the affected parties will receive the necessary communicative assistance required to allow them to participate in governmental services/activities.

Ensure public participation in the location selection process.

Ensure Title VI/Environmental Justice compliance in all Environmental Impact Statements.

III. Right of Way

Ensure participation by Minority/Women Disadvantaged Business Enterprises by reviewing updates to DBE directories identifying fee appraiser organizations.

Ensure participation by Minority/Women Disadvantaged Business Enterprises as identified by Certified Disadvantaged Business Enterprise List in consulting contracts. The contracts are typically appraisal contracts but can cover all services of real estate including negotiation, relocation, and property management.

Apprise affected property owners, tenants, and others involved of their rights and options regarding negotiation, relocation, condemnation and other aspects of the acquisition process.

Ensure that Limited English Proficiency (LEP) individuals who will be affected by right of way activities/decisions receive meaningful access into the public awareness/involvement

process. Meaningful access means that the affected parties will received the necessary communicative assistance required to allow them to participate in governmental services/activities.

Conduct annual implementation reviews of Title VI provisions with the entire real estate acquisition process.

Incorporate Title VI language and assurance statement in all surveys of property owners and tenants after the conclusion of all business.

Ensure that appraised values and communications associated with the appraisal and negotiation operations result in equitable treatment.

Ensure comparable replacement dwellings are available and assistance is given to all displaced person and entities by the property acquisition process.

Coordinate the preparation of deeds, permits and leases to ensure the inclusion of the appropriate Title VI clauses (Appendices 1 and 2 to Title VI Assurances).

Gather the statistical data required for completion of the Annual Title VI Update Report, including awards to minority and female appraisers.

IV. Construction/Maintenance

Monitor all maintenance operations to ensure nondiscrimination.

Review activities and programs to assure that maintenance and construction efforts and resources are applied uniformly and fairly.

Review all projects for application of DBE program requirements.

Include DBE general special provisions in projects with assigned goals.

Include Title VI language in contract advertisements and award letters to encourage the utilization of DBE firms. Award construction contracts on the basis of the lowest responsive bidder including DBE requirements.

Ensure thorough reviews that prime contractors with DBE requirements award have previously committed work to proper DBEs, and that DBEs actually performed a commercially useful function on the contracts.

Consult DBE firms to identify possible barriers to their participation in contracts. Use this information to eliminate such barriers.

Provide supportive services to DBEs.

Include Title VI language in every contract to ensure nondiscrimination in contract awards due to race or gender.

Coordinate the gathering of maintenance and construction information regarding DBE participation for the Title VI Annual Update Report

V. Design

Ensure that all aspects of the location selection process comply with the Title VI requirements.

Consult and seek input from affected populations.

Develop mechanisms to identify affected populations.

Ensure public participation in the selection process.

Provide notice of public hearings and meetings in minority newspapers and newsletters.

Maintain required Title VI compliance documentation and statistical data.

Monitor program components for compliance with the Title VI requirements.

Review activities associated with public hearings to enhance the participation of targeted communities.

Develop and update operational manuals and directives to ensure the inclusion of Title VI language and provisions.

Gather program area data to be included in the Title VI Annual Update Report.

VI. Education and Training

In conjunction with managers and executives, ensures that all employees have equal access to training.

Ensures accessibility to Minority/Women/Disadvantage Business Enterprise consulting/training firms to compete for training contracts.

Maintain program administration documentation and data necessary for preparation of Annual Title VI Update.

Reviews directives and manuals to ensure adherence with Title VI requirements.

VII. Consultant Services

Monitor DBE program requirements.

Ensure that all federally funded consultant contracts administered by the recipient have the appropriate Title VI provisions included.

Review directives and procedures to ensure Title VI compliance.

Maintain necessary data and documentation required for completion of the department's Title VI Update Annual Report.

Agreement Parties & Contact Information

This Title VI Non-Discrimination Agreement is made between the City of Oxford, Mississippi, located in Lafayette County, and the Mississippi Department of Transportation.

City of Oxford Contact Information:
Address: 107 Courthouse Square
Oxford, MS 38655

Mayor: Robyn Tannehill
Human Resources Director / Title VI Coordinator: Braxton Tullos

THE CITY OF
OXFORD

City of Oxford, Mississippi

Americans with Disabilities Act (ADA) Amended Policy

It is the policy of the City of Oxford not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment.

Additionally, the Americans with Disabilities Act Amendments Act (ADAAA) requires employers to reasonably accommodate qualified individuals with disabilities. It is the policy of the City to comply with all Federal, state, and local laws concerning the employment of persons with disabilities.

The City will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of the job in question. An individual who can be reasonably accommodated for the job in question, without undue hardship, will be given the same consideration for that position as any other employee or applicant.

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace, which threat cannot be eliminated by reasonable accommodation, will not be hired. Current employees who pose a direct threat to the health or safety of others in the workplace will be placed on appropriate leave until a determination has been made regarding the employee's employment status.

The Human Resources Department is responsible for implementing this policy, including resolution of reasonable accommodation, safety, and undue hardship issues.

Definitions

In implementing this policy, the City will be guided by the definitions stated in the ADA, the ADA Amendments Act of 2008, case law construing the ADA, and applicable state and local law. In the event of any conflict between the definitions in this policy and those in law, the legal definitions will control.

• Disability: A physical or mental impairment that substantially limits one or more major life activities of an individual. This includes individuals with a record of such impairment, or who are regarded as having such impairment. Under the 2008 amendments, conditions that are transitory and minor (lasting six months or less) do not qualify as a disability. Ameliorative measures (such as medications or medical devices) generally will not be considered in determining disability, except for ordinary eyeglasses or contact lenses.

• Major Life Activity: Includes but is not limited to caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, or working. It also includes major bodily functions (e.g., immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, reproductive).

• Direct Threat to Safety: A significant risk to the health or safety of others that cannot be eliminated by reasonable accommodation.

• Qualified Individual with a Disability: An individual who, with or without reasonable accommodation, can perform the essential functions of the employment position.

• Reasonable Accommodation: Modifications or adjustments such as job restructuring, modified work schedules, reassignment to a vacant position, acquisition or modification of equipment, adjustments to examinations, training materials, policies, or facilities to make them accessible.

• Undue Hardship: An action requiring significant difficulty or expense, considering factors such as the nature and cost of the accommodation, financial resources of the facility and City, the number of employees, and the overall impact on operations.

• Essential Job Functions: Fundamental job duties of the employment position the individual holds or desires.

Approval

_____ _____

Robyn Tannehill, Mayor Date

ATTEST: _____

City Clerk

City of Oxford, Mississippi

Grievance Procedure Under the Americans with Disabilities Act

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Oxford. The City of Oxford Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

Braxton Tullos
Human Resources Director / ADA Coordinator / Title VI Coordinator
107 Courthouse Square
Oxford, MS 38655
(662) 232-2453

Within 15 calendar days after receipt of the complaint, the ADA Coordinator or his designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days of the meeting, the ADA Coordinator or his designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City of Oxford and offer options for substantive resolution of the complaint.

If the response by the ADA Coordinator or his designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar

days after receipt of the response to the Mayor or her designee. Contact number for the Mayor is (662) 232-2340.

Within 15 calendar days after receipt of the appeal, the Mayor or her designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the Mayor or her designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the ADA Coordinator or his designee, appeals to the Mayor or her designee, and responses from these two offices will be retained by the City of Oxford for at least three years.

THE CITY OF
OXFORD

ADA GRIEVANCE FORM

Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: (____) _____ **Email:** _____

Please provide a complete description of your grievance:

_____
_____
_____
_____

Please specify the location of your grievance:

_____
_____
_____

Please state what you think should be done to resolve the grievance:

_____
_____
_____

Please attach additional pages as needed.

Signature: _____ Date: _____

Please return to: City of Oxford ADA Coordinator, 107 Courthouse Square, Oxford, MS 38655

Upon request, reasonable accommodation will be provided in completing this form. Contact the City of Oxford ADA Coordinator at 662-232-2453 or go to the location listed above.

OXFORD
HUMAN RESOURCES

MEMORANDUM

To: Board of Aldermen
From: Braxton Tullos, Human Resources Director
Date: September 2, 2025
Re: Approval of Dress Code

The Human Resources Department respectfully requests approval from the Mayor and Board of Aldermen to update the City's ADA policies and grievance procedures, adopt a new Limited English Proficiency (LEP) Policy, and authorize the Mayor to execute a new Title VI Non-Discrimination Agreement with the Mississippi Department of Transportation (MDOT).

Items for Approval

1. Approve updates to the City of Oxford Americans with Disabilities Act (ADA) Amended Policy. (Attachment: City of Oxford ADA Policy 2025.docx)

2. Approve updates to the City of Oxford ADA Grievance Procedure and adopt the updated ADA Grievance Form for public use. (Attachment: City of Oxford ADA Grievance Procedure.docx; ADA GRIEVANCE FORM.doc)

3. Adopt the City of Oxford Limited English Proficiency (LEP) Policy. (Attachment: LEP Policy - City of Oxford.docx)

4. Authorize the Mayor to execute the MDOT Title VI Non-Discrimination Agreement on behalf of the City of Oxford. (Attachment: City of Oxford MDOT Title VI Agreement.docx)

I recommend approval.

OXFORD
ANIMAL RESOURCE CENTER

MEMORANDUM

To: Board of Aldermen
From: Kelli Briscoe
CC:
Date: September 2, 2025
Re: Donations

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

Shawn or Annette Kelly- $250.00 (5 checks)
Ronnie McGinness and Dara Efanova- $50.00
Chandler Laws- $40.00
Jean McGee Miler- $25.00
Brown Insurance Agency- $25.00
Clint and Sharyn Williford- $100.00

I recommend approval

THE CITY OF
OXFORD

City of Oxford
Employee Dress Code Policy

Purpose:
The purpose of this dress code policy is to establish professional, consistent appearance standards for all City of Oxford employees while allowing for functional and departmental-specific needs. This policy ensures that employees present a positive image to the public and maintain a workplace environment that reflects the City's values of professionalism, customer service and respect.

Policy Overview:

1. **General Guidelines**
    - All employees are expected to maintain a neat, clean, and professional appearance while at work or representing the city.
    - Clothing should be appropriate for the employee's job responsibilities and work environment.
    - Department-issued uniforms must be worn in departments where required.
2. **Acceptable Attire for Office and Public-Facing Employees**
    - Collared shirts, blouses, sweaters, and department-branded apparel.
    - Slacks, khakis, chinos, and non-distressed jeans (no holes, frays- other than a frayed hem, or tears).
    - A t-shirt under a quarter zip or pullover.
    - Dresses and skirts that are professional in length and fit.
    - Closed-toe shoes or professional sandals (as appropriate).

3. **Unacceptable Attire**
    - Clothing with holes, rips, frays, or excessive wear.
    - Tank tops, halter tops, hoodies or crop tops. Hoodies are allowed for employees that work outdoors.
    - Clothing with offensive or inappropriate graphics or language.
    - Athletic shorts, athletic wear, sweatpants, casual leggings (unless worn under a dress or tunic).
    - Flip-flops, slides, house shoes, or footwear not suitable for a professional environment.
4. **Department-Specific Guidelines**
    - Employees in the Police, Fire, Public Works, Buildings & Grounds, Environmental Services, Parks Commission, mTrade Park, Building, City Shop, Conference Center, EMA and Utilities departments must adhere to uniform requirements as outlined by their department. Employees that are not in a uniformed position, must adhere to the public-facing employees requirements.
    - Employees in the Park Commission, mTrade Park and Building departments may wear shorts (must be business length) and city issued shirts, provided they maintain a neat and professional appearance during the summer months. Athletic and jeans shorts are prohibited.
5. **Exceptions**
    - Reasonable accommodations will be made for religious, cultural, or medical reasons, as required by law.
6. **Enforcement**
    - Supervisors are responsible for ensuring compliance with this dress code.
    - Employees in violation may be asked to go home and change or may face disciplinary action for repeated infractions.

Acknowledgment All employees will be required to sign a statement acknowledging they have read, understood, and agreed to comply with the City of Oxford Employee Dress Code Policy.

Questions Employees should direct any questions or concerns regarding this policy to their Department Head or Human Resources.

EMPLOYEE ACKNOWLEDGMENT – CITY OF OXFORD EMPLOYEE DRESS CODE POLICY

By signing below, I acknowledge that I have received, read, and understand the City of Oxford Employee Dress Code Policy. I understand it is my responsibility to comply with this policy and to ask my supervisor or Human Resources if I have questions.

Employee Name (Print): _____

Department: _____

Employee Signature: _____

Date: _____

Supervisor Signature (acknowledgment of receipt): _____

Date: _____

Return the signed acknowledgment to Human Resources for your personnel file.

- Telephone number of operators.

Questions regarding opening burning should be directed to the Mississippi Department of Environmental Quality, North MS Field Services, 8 County Road 413, Oxford, MS 38655, phone (662) 234-3733 or to the Oxford Fire Department, 399 McElroy Drive, Oxford, MS 38655, phone (662) 232-2411.

(Ord. No. 2019-1, § I, 1-2-2019)

Secs. 38-7—38-24. Reserved.

ARTICLE II. TECHNICAL CODES[2]

DIVISION 1. GENERALLY

Secs. 38-25—38-51. Reserved.

DIVISION 2. FIRE PREVENTION CODE

Sec. 38-52. Adoption; certification and filing; penalty for violation.

(a) Code adopted. As authorized by MCA 1972, § 21-19-25, the International Fire Code, 2024 ~~2018~~ edition, and all appendices thereto, is hereby adopted as the official fire prevention code of the city, excluding the portion of the code pertaining to the requirement of sprinkler systems in residential townhomes.

(b) A copy of such code shall be certified by the mayor and city clerk and filed as a permanent record in the office of the city clerk. Current amendments shall be maintained in the office of the city clerk.

(c) Unless otherwise provided herein, any person, firm, partnership, corporation or association violating any of the provisions of such code shall be fined not more than $1,000.00 or sentenced to not more than six months in jail, or both. Each day a violation continues shall be deemed a separate offense.

(Code 1968, § 10-12; Ord. of 5-23-1967, §§ 1, 4; Ord. of 6-4-1968, § 1; Ord. No. 1971-13, § 1, 9-7-1971; Ord. No. 1974-5, §§ 1, 2, 8-6-1974; Ord. No. 1976-5, §§ 1, 2, 5-4-1976; Ord. No. 1980-9, §§ 1, 2, 8-19-1980; Ord. No. 1984-13, §§ 1, 2, 10-2-1984; Ord. No. 1985-8, §§ 1, 2, 7-16-1985; Ord. No. 1992-13, §§ 1, 2, 11-3-1992; Ord. No. 1995-2, § 1, 1-3-1995; Ord. No. 1998-28, § 1, 11-17-1998; Ord. No. 2013-4, 2-19-2013; Ord. No. 2014-5, § I, 3-4-2014; Ord. No. 2018-24, 12-18-2018)

Sec. 38-53. Enforcement of code.

The fire prevention code shall be enforced by the chief of the Oxford Fire Department or his designee or appointee. Such designation or appointment shall be made in writing and a record of such current designee(s) or appointee(s) shall be maintained by the Oxford Fire Department.

[2]State law reference(s)—Enacting fire regulations, MCA 1972, § 21-19-21; adoption of technical codes, MCA 1972, § 21-19-25.

(Code 1968, § 10-13; Ord. No. 2013-4, 2-19-2013; Ord. No. 2014-5, § I, 3-4-2014; Ord. No. 2018-24, 12-18-2018)

Sec. 38-54. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Chief of the bureau of fire prevention or *bureau of fire prevention* means the chief of the fire department.

Corporation counsel means the city attorney.

Pyrotechnic composition means a chemical mixture that produces visible light displays or sounds through a self-propagating, heat-releasing chemical reaction which is initiated by ignition.

Pyrotechnic special-effect material means a chemical mixture used in the entertainment industry to produce visible or audible effects by combustion, deflagration or detonation. Such chemical mixture predominantly consists of solids capable of producing a controlled, self-sustaining and self-contained exothermic chemical reaction that results in heat, gas, sound, light or a combination of these effects. The chemical reaction functions without external oxygen.

(Code 1968, § 10-14; Ord. No. 2013-4, 2-19-2013)

Sec. 38-55. Modifications.

The chief of the fire department shall have the power to modify any provision of the code hereby adopted upon application in writing by the owner, the lessee or the duly authorized agent of either, when there are practical difficulties in the way of carrying out the strict letter of the code, provided the spirit of the code shall be observed, public safety secured and substantial justice done. The particulars of such modifications when granted or allowed and the decision of the chief of the fire department thereon shall be entered upon the records of the department and copies of said particulars and decision shall be signed by the chief of the fire department and furnished to the applicant and to the mayor and board of aldermen.

(Code 1968, § 10-15; Ord. No. 2013-4, 2-19-2013)

Sec. 38-56. Appeals.

Whenever the chief of the fire department shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the chief of the fire department to the mayor and board of aldermen within 30 days from the date of the decision which is appealed from.

(Code 1968, § 10-16; Ord. No. 2013-4, 2-19-2013)

Sec. 38-57. Time to cure violation.

Unless otherwise provided, any person, firm, partnership, corporation or association violating any provisions of said code, other than provisions included in section 38-58, shall be given 30 days to correct said code violation. If violation continues after this period, written notification shall be given of the continuing violation, and an additional 14 days to correct shall be granted.

(Ord. No. 2014-5, § I, 3-4-2014)

Editor's note(s)—Ord. No. 2014-5, § I, adopted March 4, 2014, in effect repealed the former § 38-57, and enacted a new § 38-57 as set out herein. The former § 38-57 pertained to penalty for violation and derived from the Code of 1968, § 10-17; and Ordinance May 23, 1967, Ord. No. 1974-5, adopted August 6, 1974; Ord. No. 1980-9, adopted August 19, 1980 and Ord. No. 2013-4, adopted February 19, 2013.

Sec. 38-58. Specified penalties certain hazards.

Notwithstanding the provisions of section 38-57, the penalty for violating the following provisions of International Fire Code, as adopted herein, shall be as follows, and immediate citations may be issued, in the discretion of the fire chief and his certified code and/or law enforcement officer designee(s):

I.F.C. 2024 ~~2012~~, 505.1
Street Address Not Posted or Not Visible$50.00

I.F.C. 2024 ~~2012~~, 703.1
Breach in Fire Wall/Fire Stops$50.00

I.F.C. 2024 ~~2012~~, 1010.1.3 and 1010.2 ~~703.2~~
Fire/Exit Door Inoperative$200.00

I.F.C. 2024 ~~2012~~, 901.6 and 110.2
Sprinkler/Standpipe/Alarm System Needs Testing$50.00

I.F.C. 2024 ~~2012~~, 901.6-7 and 901.9
Sprinkler/Standpipe or Fire Alarm Inoperable$200.00

I.F.C. 2024 ~~2012~~, 901.7.6 and 901.9 ~~901.7~~
Notification of Service Termination or Restoration $50.00 Sprinkler/Standpipe/Alarm System Inoperable$50.00

I.F.C. 2024 ~~2012~~, 901.8 and 110.5
Removal of or Tampering with Equipment$500.00

I.F.C. 2024 ~~2012~~, 903.3.3 and 315.3.1
Sprinkler Heads Blocked/Covered$500.00

I.F.C. 2024 ~~2012~~, 901.6 and 110.2
Portable Fire Extinguishers Not Inspected$50.00

I.F.C. 2024 ~~2012~~, 110.6 ~~107.5~~
Overcrowding$500.00

I.F.C. 2024 ~~2012~~, 901.8 ~~901.6~~
Disabled Fire Alarm/Fire Protection System$500.00

I.F.C. 2024 ~~2012~~, 1004.9 ~~1004.3 and 107.5~~
Maximum Occupancy Load Certification Not Visibly Posted$50.00

I.F.C. 2024 ~~2012~~, ~~314.1~~, ~~315.3.2~~ ~~and 1003.6~~ 315.3.2, 1003.6, and 1032.2.2.1
Storage In or On Fire Escape$500.00

I.F.C. 2024 ~~2012~~, ~~1009, 1003.6 and 315.3.2~~ 315.3.2, 1003.6, 1009.3.2, 1010.1.1

Blocked Stairwells or Stairways$500.00

I.F.C. 2024 ~~2012~~, 1003.6
Blocked Means of Egress$500.00

I.F.C. 2024 ~~2012~~, 1009.10 ~~1006~~
No Required Exit Directional Signs$50.00

I.F.C. 2024 ~~2012~~, 1008.2.3 and 1013.3 ~~1006.1 and 1011.3~~
Exit Illumination and Warning Inoperable$50.00

I.F.C. 2024 ~~2012~~, 1010.2 ~~1008.1.9, 1008.1.9.3, 1008.1.9.8, 1008.1.10~~
Locked Exit Door$500.00

I.F.C. 2024 ~~2012~~, 1010.2 1010.2.2 ~~703.2.2, 703.2.3, and 1008.1.10~~
Exit or Egress Door Needs Repair$50.00

I.F.C. 2024 ~~2012~~, 1003.6 and 1018.1 ~~1008.1.9~~
Fire Exit or Aisle Blocked$500.00

Application; non-waiver. Penalties for each violation may apply to and be assessed against any individual, corporation, association, partnership, trustee, lessee, lessor, agent or assignee found guilty of any such violation. Nothing in section shall in any way limit any remedy, punishment or requirements which may be contained in the International Fire Code or International Building Code or any version of either such code currently adopted by the city. Each day that a violation continues after due notice/citation has been served may be deemed a separate offense.

(Ord. No. 2014-5, § I, 3-4-2014)

Sec. 38-59. Specified penalties for immediate life safety hazards.

Notwithstanding the provisions of section 38-57, the penalty for violating the following provisions of International Fire Code, as adopted herein, considered life safety hazards, shall be as follows:

Three violations of any combination of the following provisions of the IFC within any 12-month period shall result in a fine of $1,000.00 and imprisonment of up to six months.

I.F.C. 2024 ~~2012~~, 901.7, 901.8 ~~901.801~~
Disabled Fire Alarm/Fire Protection System/Removal of or Tampering with Equipment

I.F.C. 2024 ~~2012~~, 110.6 ~~107.5~~
Overcrowding

I.F.C. 2024 ~~2012~~, 1010.2 ~~1008.1.9, 1008.1.9.3, 1008.1.9.8, 1008.1.10~~
Locked Exit Door

I.F.C. 2024 ~~2012~~, 1003.6 and 1018.1 ~~1008.1.9~~
Fire Exit or Aisle Blocked

I.F.C. 2024 ~~2012~~, 1010.1.3 and 1010.2 ~~703.2~~
Fire/Exit Door Inoperative

I.F.C. 2024 ~~2012~~, 1003.6
Blocked Means of Egress

Application; non-waiver. Penalties for each violation may apply to any individual, corporation, association, partnership, trustee, lessee, lessor, agent or assignee found guilty of any such violation. Nothing in this section shall in any way limit any remedy, punishment or requirements which may be contained in the International Fire Code or International Building Code or any version of either such code currently adopted by the city, nor shall it limit in any way prosecution or bringing of suit for the abatement of a nuisance under applicable state statute.

(Ord. No. 2014-5, § I, 3-4-2014)

Sec. 38-60. Specified fees charged for certain inspections.

Fees for inspections requested of and conducted by the fire department for occupancies which require fire department approval for state licensing requirements shall be as follows:

(1) For original inspection of a premises:

Day care centers$75.00

Adult day care centers75.00

Residential board and care homes75.00

Day treatment centers75.00

Institutional occupancies100.00

Alcohol and drug care centers75.00

(2) For annual re-inspections of a premises:

Day care centers$50.00

Adult day care centers50.00

Residential board and care homes50.00

Day treatment centers50.00

Institutional occupancies100.00

Alcohol and drug care centers50.00

(3) When new installations or alterations are complete, requests for inspections shall be made 48 hours in advance and a fee of $50.00 shall be paid to the building department. If the work is not approved, there will be an additional $100.00 fee for a reinspection. This fee will double for each failure going forward.

- Hood suppression system: $100.00. This fee doubles for each failure going forward.
- Fire alarm system: $100.00. This fee doubles for each failure going forward.
- Fire sprinkler system: $100.00. This fee doubles for each failure going forward.
- Elevator inspection: $100.00. This fee doubles for each failure going forward.

(Ord. No. 2014-5, § I, 3-4-2014; Ord. No. 2023-4, § I, 3-21-2023)

Sec. 38-61. Amendments.

Section D105 of the 2018 IFC:

• If providing a 26 ft. aerial fire apparatus access road is not reasonably practicable for proposed developments in the Historic Urban Center, the Oxford Fire Department, in consultation with other city departments, may approve alternative measures that provide an equal or greater level of fire protection.

(Ord. No. 2024-2, § 1, 2-6-2024)

503.1 Where required. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3.

503.1.1 Buildings and facilities. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

Exceptions:

1. The fire code official is authorized to increase the dimension of 150 feet (45 720 mm) where any of the following conditions occur:

- 1.1. The building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.
- 1.2. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.
- 1.3. There are not more than two Group R-3 or Group U occupancies.

2. Where approved by the fire code official, fire apparatus access roads shall be permitted to be exempted or modified for solar photovoltaic power generation facilities.

3. City of Oxford requires the building be equipped throughout with an approved fire alarm system installed in accordance with section 907.6

NFPA 2022 CH 13 8.4.9.1 **Dry Sprinklers** – Where dry sprinklers are connected to wet pipe sprinkler systems protecting areas subject to freezing temperatures, the minimum exposed length of the barrel of the dry sprinkler shall be in accordance with Table 8.4.9.1 (a) or with the following alternatives approved by the City of Oxford:

1. A minimum of 12 inches barrel dry sprinkler head
2. A dry flex sprinkler head
3. A complete dry system

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Secs. 38-62—38-119. Reserved.

ARTICLE III. FIREWORKS AND PYROTECHNIC COMPOSITION[3]

[3]Editor's note(s)—Ord. No. 2013-4, adopted February 19, 2013, amended Art. III, in its entirety to read as herein set out. Former Art. III, §§ 38-120—38-123, pertained to fireworks, and derived from the Code of Code 1968, §§ 19-12.1—19-12.4 and Ord. No. 1978-6, adopted May 2, 1978.

Page

Print Date: 08/29/25
CFDA # 20.509
Contract No. 503730

APPROVED Bailey

Grant No. MS-18-X047 Grant No. MS-18-X051
FAIN MS-2019-012 FAIN MS-2023-004-00
Supplemental Agreement # 1
Budget Revision # 1
Budget Amendment # 1

5311 Rural Areas Transportation Program

Date Approved: Aug. 26, 2025

PROJECT BUDGET

City of Oxford

PROJECT PERIOD: From 10/1/2024 'To 9/30/2025

Line	Item	Unit	Unit Cost	Extension	Totals
	Non-Operating Expenses				
	Equipment				
	Capital Expenses				
1.	Communications Equipment	12	2,725	32,700	
2.	Major Components	12	3,750	45,000	
	Office Eqpmt/Computer Hardware/Shop				
3.	Equip/Surve Cameras	12	21,250	255,000	
4.	Facilities -	0	0	0	
5.	Mobility Manager	12	4,000	48,000	
6.	Shelters/Bus Stops	10	500	5,000	
7.	Vehicles/Lease	0	0	0	
8.	Other - Heavy Duty Bus Lift	1	10,000	10,000	
9.	TOTAL CAPITAL EXPENSE				395,700
	Administrative Expenses				
10.	Project Director	0.0%	0	0	
11.	Secretary	100.0%	50,000	50,000	
12.	Bookkeeper	0.0%	0	0	
13.	Other Staff	0.0%	0	0	
14.	Revenue Applied to Non-Operating Salaries				0
	Source:				
15.	Salary Sub-Total				50,000
16.	Fringe	30.000%		15,000	
17.	Travel/Memberships/Training	12	1,000	12,000	
18.	Audit	0	0	0	
19.	Office Suppl/Software/Office Eqpt	12	625	7,500	
20.	Telephone	12	125	1,500	
21.	Printing & Advertising	12	500	6,000	
22.	Property Insurance/Bond(s)	1	672,000	672,000	
23.	Rent/Utilities	12	1,775	21,300	
24.	Other: Management Firm Fees	12	11,500	138,000	
25.	SUBTOTAL				873,300
26.	Indirect - Percentage:	0.00%			0
27.	TOTAL ADMINISTRATIVE EXPENSE (Sum of Lines 15, 25, and 26)				923,300
28.	TOTAL NON-OPERATING EXPENSE (Sum of Lines 9 and 27)				1,319,000
29.	Revenues Applied to Non-Operating Expenses				0
	Source:				

Admin. Cost as a Percentage of Total Adjusted Budget 4.59%

Print Date: 08/29/25

Line	Item	Amount	Totals
30.	Non-Operating Expense Offset Excluding Non-Operating Salaries (Sum of Lines 9, 25, and 26 minus Line 29)	1,269,000	
31.	Total Non-Operating Expense Deficit (Line 15 plus Line 30)		1,319,000
32.	Section 5311 Non-Operating Funds Requested (80% of Line 31)		1,055,200
33.	Local Cash Share (May not be less than 20% of Line 31)	263,800	
	Source:		
34.	TOTAL REVENUE		1,319,000
35.	Line 31 minus Line 34 (Must Equal "0" or "1")		0

	Operating Expenses	Unit	Unit Cost	Extension	
36.	Operations Supervisor 1st Shift	100.0%	61,000	61,000	
37.	Drivers, Full-time	58	36,455	2,114,390	
38.	Drivers, Part-time	4	15,250	61,000	
39.	Mechanic(s)	4.0	47,500	190,000	
40.	Maintenance Lead Mechanic	100.0%	55,000	55,000	
41.	Dispatcher	3.00	32,600	97,800	
42.	Other Staff - Assist. Oper Supervisor	100.0%	59,000	59,000	
43.	Other Staff - Bus Washer,Bldg & Ground	4.00	28,000	112,000	
44.	Fringe	32.5000%		893,812	
45.	Vehicle Insurance	0	0	0	
46.	Fuel and Oil	12	42,350	508,200	
47.	Tires	12	4,850	58,200	
48	Preventive Maintenance Parts	12	2,000	24,000	
49.	Preventive Maintenance Labor	12	125	1,500	
50.	Repairs Parts	12	14,000	168,000	
51.	Repairs Labor	12	2,500	30,000	
52.	License Tags	0	0	0	
53.	Rent/Utilities	0	0	0	
54.	Other (Driver Expenses)	12	2,150	25,800	
55.	Other: Grounds, Janitor Supplies, Towing	12	8,000	96,000	
56.	TOTAL OPERATING EXPENSE				4,555,702

	Operating Revenues	Amount
57.	Fares (Projected)	0
58.	Other (Source): Apartment Complex	40,500

(1) X = A-B-C, where: A = Total Administrative Expenses
B = Revenues (if they exist; if not B = O), Line 22
C = Total Unrestricted Federal Funds, Line 23
X = Unrestricted Federal Funds to be counted as Other Federal Funds (Used as 1/2 Local), Line 27

Line	Item	Print Date: Amount	08/29/25 Totals
59.	TOTAL OPERATING REVENUE (Line 57 plus Line 58)		40,500
60.	TOTAL OPERATING DEFICIT (line 56 minus Line 59)		4,515,202
	Other Revenue Used to Offset Deficit		
61.	Charter Profit	0	
62.	Contracts (Service Sold to Other Agencies)	0	
63.	Advertising Profit	0	
64.	Source:	2,257,601	
65.	SUBTOTAL Other Local (Must Not Be Less Than 25% of Line 60)		2,257,601
66.	Line 65 minus 50% of Line 60 = Excess Local		(0)
67.	Section 5311 Operating Funds Requested (50% of Line 60 minus Line 66)		2,257,601
68.	Line 60 minus Line 65 minus Line 67 (Must Equal 0)		(0)
	BUDGET RECAP		
	Non-Operating Expense, Line 28	1,319,000	
	Operating Expense, Line 56	4,555,702	
	TOTAL EXPENSE	5,874,702	
	FUNDING SOURCES		
	Section 5311 (80%), Line 32	1,055,200	
	Section 5311 (50%), Line 67	2,257,601	
	SUBTOTAL Section 5311		**3,312,801**
	Other Revenue, Line 29 and 59	40,500	
	Local Cash, Line 33 and 65	2,521,401	
	SUBTOTAL		2,561,901
	TOTAL FUNDS		5,874,702

Budget Revision/Amendment Request

Project Name: City of Oxford — Contract No. 503730

Contact Person: Donna Zampella — Operating Period: 10/01/2024 - 09/30/2025

Please check one: ☐ Revision ☒ Amendment

NOTE: *Use only whole dollar amounts; also, BE SURE that Revised Amounts in Capital and Admin end in 0 or 5, and Operating amounts end in an even number.*

For PTD Use only -- Approved Date for Revision: _____

Line #	Line Item	Current Amount	Change	Revised Amount
Capital and Admin:				
22	Property Insurance/Bonds	550,000.00	122,000.00	672,000.00
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
	Net Change Non-operating (must be zero)		122,000.00	
Operating:				
37	Full Time Drivers - increase from 50 to 58	1,660,750.00	453,640.00	2,114,390.00
44	Fringes - 32.5	876,700.00	17,112.00	893,812.00
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
	Net Change Operating (must be zero)		470,752.00	

Signed Donna Zampella Date 8/4/25

THE CITY OF
OXFORD

Oxford University Transit
409 McElroy Drive
Oxford, MS 38655
662-234-3540

August 4, 2025

Ms. Shirley Wilson
Director, Public Transit Division
P. O. Box 1850
Jackson, MS 39215-1850

RE: Budget Amendment #1
Contract # 503730

Dear Ms. Wilson:

Please find our Budget Amendment #1 request for the 2024-2025 Program Year, Contract #503730 for your review and consideration.

The reason for the increase is explained below:

1. **Property Insurance Bonds** – Increase $122,000.00 - Our insurance is from October 1 – September 30, of each year. We added 8 buses during the program year that was not accounted for when we submitted the 2024-2025 Budget. We appreciate your consideration in increasing this budget line.
2. **Full Time Drivers** – Increase $453,640.00 – Due to the 10,000 extra freshman students the University put into off campus housing required us to find additional buses to supplement for the additional ridership. This information was not told to us until 1.5 months before school began in July 2024. They will do the same this year.

   The upcoming school year 2025 we had to add additional buses to existing routes and add two additional new routes. All our drivers are now CDL holders, which also cost more in terms of salary than non-CDL drivers. We had to add 8 new drivers to cover these routes and additional buses being added to existing routes.

   This cost will also assist in overtime being paid to staff on games days. With over 60,000 attending each home game, we are having to add additional buses to cover ridership.

3. **Fringes** – Increase $17,112. I decreased the fringe percentage because we have more in that line item than we need. I tried to keep the amount at about what we had originally asked for. I had to work with it to get the math to work out.

Total Increase - $ 592,752.00

We appreciate all you do for OUT and for your consideration in increasing the budget.

Sincerely,

Donna Zampella
General Manager

Cc: Roderick Bailey

BUDGET NARRATIVE

City of Oxford — October 1, 2024 to September 30, 2025

Capital Expenses

	Qty.	Description	Unit Cost	Total	Budg. Amt.
1.	Communications Equipment				32,700
	12	Integrated Communications - Radio Equipment	2,725	32,700	
	0		0	0	
	0		0	0	
	0		0	0	
	0		0	0	
				32,700	
2.	Major Components (List separately engines, transmissions, A/C, etc.)				45,000
	1	Engine	20,000	20,000	
	2	Transmissions	8,000	16,000	
	3	AC and Electrical	3,000	9,000	
	0		0	0	
	0		0	0	
				45,000	
3.	Office Equipment/Computer Hardware				255,000
	12	Wi-Fi, Data Usage	2,000	24,000	
	3	Computer and/or Equipment Replacement/Upgrade	3,000	9,000	
	12	Stop Indicator, GPS, Camera's	18,500	222,000	
	0		0	0	
				255,000	
4.	Facilities				-
	0		0	0	
	0		0	0	
	0		0	0	
	0		0	0	
				0	
5.	Mobility Manager				48,000
	12	NITA - Northeast Regional Mobility Manager	4,000	48,000	
				48,000	
6.	Shelters/Bus Stops				5,000
	10	Replace/Add Shelter Signs	500	5,000	
	0		0	0	
	0		0	0	
				5,000	
7.	Vehicles				-
	0		0	0	
	0		0	0	
	0		0	0	
	0		0	0	
				0	
8.	Other: Bus Redsign				10,000
	1	Add graphic designs on new vehicles	10,000	10,000	
	0		0	0	
	0		0	0	
	0		0	0	
				10,000	

Qty.	Description	Unit Cost	Total	Budg. Amt.
Administrative Expenses				
10. Project Director				-
0		0	0	
11. Secretary				50,000
1	HR Manager	50,000	50,000	
0		0	0	
			50,000	
12. Bookkeeper				-
0		0	0	
0		0	0	
			0	
13. Other Staff				-
0		0	0	
0		0	0	
			0	
14. Revenue Applied to Non-Operating Salaries				-
0		0	0	
0		0	0	
			0	
16. Fringes Health, Dental, Vision, Life, W/C				15,000
1	45% Health	6,750	6,750	
1	5% Dental, Vision, Life	1,500	1,500	
1	45% W/C	6,750	6,750	
0		0	0	
0		0	0	
			15,000	
17. Travel/Memberships/Training				12,000
12	Attending, Trainings and Memberships	1,000	12,000	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
			12,000	
18. Audit				-
0		0	0	
19. Office Supplies/Software/Office Equipment				7,500
12	Office Supplies	625	7,500	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
			7,500	
20. Telephone				1,500
12	Monthly Service	125	1,500	
0		0	0	
0		0	0	
			1,500	
21. Printing & Advertising				6,000
12	Maps, Signs, Banners, Ads	500	6,000	
0		0	0	

0		0	0
0		0	0
			6,000

BUDGET NARRATIVE

Qty.	Description	Unit Cost	Total	Budg. Amt.
22. Property Insurance/Bonds				672,000
1	Auto General Liability, Fidelity Bond, Employee Practice	672,000	672,000	
0		0	0	
0		0	0	
0		0	0	
			672,000	
23. Rent/Utilities				21,300
12		1,775	21,300	
0		0	0	
0		0	0	
			21,300	
24. Other: Management Contract RATP Dev				138,000
12		11,500	138,000	
0		0	0	
0		0	0	
0		0	0	
			138,000	
26. Indirect				
0		0	0	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
			0	
29. Revenues Applied to Non-Operating Expenses				
0		0	0	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
			0	
33. Local Cash Share				263,800
1		263,800	263,800	
0		0	0	
0		0	0	
0		0	0	
Operating Expenses			263,800	
36. Operations Supervisor				61,000
1		61,000	61,000	
0		0	0	
			61,000	
37. Drivers, Full-time				2,114,390
58		36,455	2,114,390	
0		0	0	
0		0	0	
0		0	0	
			2,114,390	
38. Drivers - Part-time				61,000
4		15,250	61,000	
0		0	0	
0		0	0	
			61,000	

BUDGET NARRATIVE

Qty.	Description	Unit Cost	Total	Budg. Amt.
39. Mechanic(s)				190,000
4		47,500	190,000	
0		0	0	
			190,000	
40. Other Staff - Maintenance Director				59,000
1		59,000	59,000	
0		0	0	
			59,000	
41. Dispatcher				97,800
3		32,600	97,800	
0		0	0	
0		0	0	
0		0	0	
			97,800	
42. Other Staff - Assist. Ops Manager				59,000
1		59,000	59,000	
0		0	0	
			59,000	
43. Other Staff: Maintenance Crew				112,000
4		28,000	112,000	
0		0	0	
			112,000	
44. Fringes (List Components with %:ie Social Sec, Medicare, etc)				893,812
1		893,812	893,812	
0	40% Health	0	0	
0	20% Denial, Vision Life	0	0	
0	40% W/C	0	0	
			893,812	
45. Vehicle Insurance				
0		0	0	
0		0	0	
0		0	0	
0		0	0	
			0	
46. Fuel & Oil				508,200
12		42,350	508,200	
0		0	0	
0		0	0	
			508,200	
47. Tires				58,200
12		4,850	58,200	
0		0	0	
0		0	0	
			58,200	

BUDGET NARRATIVE

Qty.	Description	Unit Cost	Total	Budg. Amt.
48. Preventive Maintenance Parts				24,000
12		2,000	24,000	
0		0	0	
0		0	0	
			24,000	
49. Preventive Maintenance Labor				1,500
12		125	1,500	
0		0	0	
0		0	0	
			1,500	
50. Repairs Parts				168,000
12		14,000	168,000	
0		0	0	
0		0	0	
			168,000	
51. Repairs Labor				30,000
12		2,500	30,000	
0		0	0	
0		0	0	
			30,000	
52. License Tags				-
0		0	0	
0		0	0	
			0	
53. Rent/Utilities				-
0		0	0	
0		0	0	
0		0	0	
0		0	0	
			0	
54. Other (Driver Expenses)				25,800
12		2,150	25,800	
0		0	0	
0		0	0	
0		0	0	
			25,800	
55. Other: Building and Grounds				96,000
12		8,000	96,000	
0		0	0	
0		0	0	
0		0	0	
			96,000	
57. Fares (Projected)				-
0		0	0	
0		0	0	
0		0	0	
			0	
58. Other Revenue: Apartment Complex Contracts				40,500
1		40,500	40,500	
0		0	0	
0		0	0	
0		0	0	
			40,500	

BUDGET NARRATIVE

Qty.	Description	Unit Cost	Total	Budg. Amt.
61. Charter Profit				-
0		0	0	
0		0	0	
0		0	0	
			0	
62. Contracts (Sources and Amounts)				-
0		0	0	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
			0	
63. Advertising				-
0		0	0	
0		0	0	
0		0	0	
0		0	0	
			0	
64. Local Source				2,257,601
1		2,257,601	2,257,601	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
			2,257,601	

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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

August 29, 2025

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

Dear Ms. Zampella:

SUBJECT: 5311 Supplemental Agreement #1 – Contract #503730
City of Oxford – Oxford University Transit

Enclosed for your files are three (3) originals of the Supplemental Agreement #1 for the above referenced contract. The Supplemental to amend the contract budget amount to allow for an increase to support administrative and operating costs. You are requested to return all three of the signed agreements to my attention on or before Friday, September 12, 2025. We will return one completely executed agreement for your records.

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

Sincerely,

Roderick Bailey for Shirley Wilson

Shirley Wilson, Director
Public Transit Division

SW:rb

Enclosure(s)

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: Dana Faggert

Phone Number: 601-941-7852 E-mail Address: dana.faggert@msmoc.com

Address: 497 Azalea Dr., Suite 102

Oxford (City) | MS (State) | 38655 (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: MS Sports Medicine (formally Oxford Ortho)

Director of Business/Organization: Dr. Daniel Boyd

Phone Number: 662-513-2000 E-mail Address: dana.faggert@msmoc.com

Address: 497 Azalea Dr., Suite 102

Oxford (City) | MS (State) | 38655 (Zip Code)

Name of On-Site Contact Person at Event: Dana Faggert

Phone Number: 601-941-7852 E-mail Address: dana.faggert@msmoc.com

---

II. Event Information:

Date: 9/8/2025 Start Time: 1:30 pm End Time: 2:29 pm

Type of Event: Live broadcast of ESPN HS Football Radio Roadshow – featuring OHS + LHS Teams

Event Location Information:

Starting Point Location: Pocket park

Finish Line Location: Pocket Park

Detailed Route: 10x10 tent, table and chairs in pocket park

Other Information:

Designation of any City of Oxford Facilities and/or Equipment to be Utilized: Will need access to an outlet for extension cord

Number of Expected Participants: 25 Number of Expected Spectators: 25

come + go interviews of players, admin, + coaches

Spacing Intervals to be Maintained Between Units: n/a

Description of Attention-Getting Devices, Signs, Banners, or Recording Equipment to be Used by Event: 10x10 branded tent and tablecloth, radio broadcast equipment

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 9/8/2025 Date

Approved By: Chief of Police, Oxford Police Department Date

PAYMENT DATE
08/22/2025

COLLECTION STATION
Station 1

RECEIVED FROM
DANA FAGGERT/MS
SPORTS MEDICINE

DESCRIPTION
LIVE BROADCAST FOR HIGHSCHOOL FOOTBALL RADIO SHOW ON 09/08/2025

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

BATCH NO.
2025-00000844

RECEIPT NO.
2025-00004753

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

Printed by: Daphanie Vaughn

Page 1 of 1

08/22/2025 10:39:36 AM

CERTIFIED PAYMENTS by deluxe.

All Transactions Approved

Bureau: 1236639 - City of Oxford, MS Misc General Funds CNT

Account Number	Amount	Qty	Conv. Fee	Result
PUBLIC ASSEMBLY PERMIT Payment ID: 100334638721 General Fund Fee	$25.00	1	$2.00	Approved
Total Amounts + All Fees:	$27.00			

BILLING INFORMATION

Payment will be billed to:
DANA. FAGGERT
Card ending in ...9211 (Mastercard)
Processed at 08/22/2025 10:37:35 AM CDT

LEGAL NOTICE

Certified Payments provides a service for consumers and businesses to make payments via their credit card for various types of services and taxes. By utilizing Certified Payments, you, the cardholder, are subject to the following terms and conditions. By submitting your payment through Certified Payments, you are agreeing to the terms and conditions listed in the Legal Notices link below. Please read all terms and conditions carefully.

Privacy Statement - www.certifiedpayments.net/PrivacyStatement.aspx
Legal Notice - www.certifiedpayments.net/LegalNotices.aspx

OXFORD POLICE DEPARTMENT

Jeff McCutchen
Chief of Police
Sheridan Malden
Deputy Chief of Police

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT APPLICATION

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

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

I. Applicant Information:

Name: Janice Faye Carr

Phone Number: 662.380.0662 E-mail Address: jfclegal@bellsouth.net

Address: 60 Lynch DR.

Abbeville \ MS \ 38601-

(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: Janice Faye Carr

Phone Number: 662.380.0662 E-mail Address: jfclegal@bellsouth.net

---

II. Event Information: October 18, 2025

Date: ~~September 6~~ Start Time: 11:00 AM End Time: 1:00 PM

Type of Event: Peaceful Protest

Event Location Information:

Starting Point Location: City Hall

Finish Line Location: City Hall

Detailed Route: _____

_____

Other Information: The event will consist of Mostly Senior Citizens

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

Front of City Hall

Number of Expected Participants: 75-100 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: Signs

---

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:

Jamie Faye Carr 8/26/25

Applicant Signature Date

_____

Approved By: Chief of Police, Oxford Police Department Date

PAYMENT DATE
08/26/2025

COLLECTION STATION
Station 1

RECEIVED FROM
JANICE CARR

DESCRIPTION
PEACEFUL PROTEST 10/18/2025 IN FRONT OF CITY HALL

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

BATCH NO.
2025-00000849

RECEIPT NO.
2025-00004777

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
Check	429	$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

Printed by: Daphanie Vaughn

Page 1 of 1

08/26/2025 11:46:24 AM

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: Leah Veazey

Phone Number: 662 816 9191 E-mail Address: leah@visitoxfordms.com

Address: 1013 Jackson Ave E

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: 662 401 6264 E-mail Address: kinney@visitoxfordms.com

Address: 1013 Jackson Ave E

Oxford \ MS \ 38655

(City) (State) (Zip Code)

Name of On-Site Contact Person at Event: Kinney Ferris

Phone Number: 662 401 6264 E-mail Address: kinney@visitoxfordms.com

---

II. Event Information:

Date: 11/13/25 Start Time: 2:00pm End Time: 7:00pm

Type of Event: Square Christmas Lighting - assembly of Christmas lights

Event Location Information:

Starting Point Location: parking bay in front of City Hall and Neilson's/ Steps of City Hall

Finish Line Location: _____

Detailed Route: _____

_____

Other Information: _____

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

_____

Number of Expected Participants: 50 Number of Expected Spectators: 500

Spacing Intervals to be Maintained Between Units: _____

Description of Attention-Getting Devices, Signs, Banners, or Recording Equipment to be Used by Event: Audio/Visual Equipment & A-frames

---

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:

Leah Veazey August 27,2025

Applicant Signature Date

_____

Approved By: Chief of Police, Oxford Police Department Date

OXFORD POLICE DEPARTMENT

Jeff McCutchen
Chief of Police
Sheridan Maiden
Deputy Chief of Police

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT APPLICATION

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

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

I. Applicant Information:

Name: Visit Oxford

Phone Number: 662 232 2477 E-mail Address: leah@visitoxfordms.com

Address: 1013 Jackson Ave E

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/Laf Chamber of Commerce

Director of Business/Organization: Pam Swain

Phone Number: 662 607 1700 E-mail Address: pam@oxfordms.com

Address: 299 Jackson Ave W

\ \

(City) (State) (Zip Code)

Name of On-Site Contact Person at Event: Pam Swain

Phone Number: 662 607 1700 E-mail Address: pam@oxfordms.com

II. Event Information:

Date: 11/22/25 Start Time: 9am End Time: 2pm

Type of Event: Shop Oxford

Event Location Information:

Starting Point Location: _____

Finish Line Location: _____

Detailed Route: only using area in front of City Hall steps

_____

Other Information: _____

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

event willl take place from 10 am - 1pm, merchants open for Holiday shopping event

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

Spacing Intervals to be Maintained Between Units: _____

Description of Attention-Getting Devices, Signs, Banners, or Recording Equipment to be Used by Event: signage for the event will be located around the square

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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:

Leah Veazey 8/28/25

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: Leah Veazey

Phone Number: 662 232 2477 E-mail Address: leah@visitoxfordms.com

Address: 1013 Jackson Ave E

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: 662 401 6264 E-mail Address: Kinney@visitoxfordms.com

Address: 1013 Jackson Ave E

Oxford \ MS \ 38655

(City) (State) (Zip Code)

Name of On-Site Contact Person at Event: Kinney Ferris

Phone Number: 662 401 6264 E-mail Address: Kinney@visitoxfordms.com

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II. Event Information:

Date: 10/20/25 Start Time: 12:01am End Time: 12:00pm 24 hr for set up, event + breakdown

Type of Event: Ole Miss Athletics Event

Event Location Information:

Starting Point Location: _____

Finish Line Location: _____

Detailed Route: OPD's descretion to block entire parking bay from Neilsons to City Hall → as well as traffic flow to

Other Information: Courthouse square based on crowd.

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

_____

Number of Expected Participants: _____ Number of Expected Spectators: 500

Spacing Intervals to be Maintained Between Units: _____

Description of Attention-Getting Devices, Signs, Banners, or Recording Equipment to be Used by Event: Amplified music + signage

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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:

Leah Veazey 8/28/25

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: Visit Oxford - Leah Veazey

Phone Number: 662 816 9191 E-mail Address: leah@visitoxfordms.com

Address: 1013 Jackson Ave E

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: 662 401 6264 E-mail Address: kinney@visitoxfordms.com

Address: 1013 Jackson Ave E

Oxford | MS | 38655

(City) (State) (Zip Code)

Name of On-Site Contact Person at Event: Laine Mitchell

Phone Number: 662-801-5691 E-mail Address: laine@visitoxfordms.com

---

II. Event Information:

Date: 9/18/25 Start Time: 5pm End Time: 7pm

Type of Event: 3rd Thursday / live music in the Park

Event Location Information:

Starting Point Location: Pocket Park by City Hall + parking spaces

Finish Line Location: NA

Detailed Route: NA

Other Information: _____

Designation of any City of Oxford Facilities and/or Equipment to be Utilized: None

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

Spacing Intervals to be Maintained Between Units: _____

Description of Attention-Getting Devices, Signs, Banners, or Recording Equipment to be Used by Event: A-Frame

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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:

Leah Veazey 8/22/25

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: Leah Veazey

Phone Number: 662 816 9191 E-mail Address: leah@visitoxfordms.com

Address: 1013 Jackson Ave E

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: 662 401 6264 E-mail Address: kinney@visitoxfordms.com

Address: 1013 Jackson Ave E

Oxford \ MS \ 38655

(City) (State) (Zip Code)

Name of On-Site Contact Person at Event: Laine Mitchell

Phone Number: 662 801 5891 E-mail Address: laine@visitoxfordms.com

---

II. Event Information:

Date: 10/16/25 Start Time: 5:00pm End Time: 7:00pm

Type of Event: 3rd Thursday/ Live Music in the Park

Event Location Information:

Starting Point Location: Pocket Park by City Hall + parking space

Finish Line Location: _____

Detailed Route: _____

_____

Other Information: _____

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

none

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

Spacing Intervals to be Maintained Between Units: _____

Description of Attention-Getting Devices, Signs, Banners, or Recording Equipment to be Used by Event: A-Frame

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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: Leah Veazey 8/27/25

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: Leah Veazey

Phone Number: 662 816 9191 E-mail Address: leah@visitoxfordms.com

Address: 1013 Jackson Ave E

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: 662 401 6264 E-mail Address: kinney@visitoxfordms.com

Address: 1013 Jackson Ave E

Oxford \ MS \ 38655

(City) (State) (Zip Code)

Name of On-Site Contact Person at Event: Laine Mitchell

Phone Number: 662 801 5891 E-mail Address: laine@visitoxfordms.com

---

II. Event Information:

Date: 11/20/25 Start Time: 5:00pm End Time: 7:00pm

Type of Event: 3rd Thursday/ Live Music in the Park

Event Location Information:

Starting Point Location: Pocket Park by City Hall + parking space

Finish Line Location: _____

Detailed Route: _____

_____

Other Information: _____

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

none

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

Spacing Intervals to be Maintained Between Units: _____

Description of Attention-Getting Devices, Signs, Banners, or Recording Equipment to be Used by Event: A-Frame

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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

Leah Veazley 8/27/25

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: Leah Veazey

Phone Number: 662 816 9191 E-mail Address: leah@visitoxfordms.com

Address: 1013 Jackson Ave E

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: 662 401 6264 E-mail Address: kinney@visitoxfordms.com

Address: 1013 Jackson Ave E

Oxford \ MS \ 38655

(City) (State) (Zip Code)

Name of On-Site Contact Person at Event: Laine Mitchell

Phone Number: 662 801 5891 E-mail Address: laine@visitoxfordms.com

---

II. Event Information:

Date: 12/18/25 Start Time: 5:00pm End Time: 7:00pm

Type of Event: 3rd Thursday/ Live Music in the Park

Event Location Information:

Starting Point Location: Pocket Park by City Hall + parking space

Finish Line Location: _____

Detailed Route: _____

_____

Other Information: _____

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

none

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

Spacing Intervals to be Maintained Between Units: _____

Description of Attention-Getting Devices, Signs, Banners, or Recording Equipment to be Used by Event: A-Frame

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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: Leah Veazey 8/27/25

Applicant Signature Date

_____

Approved By: Chief of Police, Oxford Police Department Date

OXFORD
PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Aldermen

From: Ben Requet, AICP, Planning Director

Date: September 2, 2025

Re: Second Reading and Public Hearing of a Zoning Map Amendment request (Case #3253) by Elizabeth Fitts, to rezone +/- .44 acres from Suburban Residential (SR) to Neighborhood Residential (NR) for property located on Christman Road. (PPIN #30663)

Request: This is a request for a Zoning Map Amendment to change the underlying zoning from (SR) Suburban Residential to (NR) Neighborhood Residential for approximately +/- .44 acres in the northeastern most portion of the PUD. At the August 11, 2025, Planning Commission meeting, after determining that there was sufficient change in the character of the neighborhood and that there was a public need, Commissioner Latimer made a motion to recommend approval of the requested rezoning to the Mayor and Aldermen that was seconded by Commissioner Brasfield. The motion carried with a unanimous vote 6-0 vote. Therefore, the Commission recommended approval of the requested rezoning.

The Blackberry Hills Planned Unit Development (PUD) received its initial approval in October 2005, was annexed into the City of Oxford in 2006, and underwent an amendment in April 2012. Development to date has focused primarily on residential uses, though the plan also designates certain areas for mixed-use purposes. Substantial progress has been made along Molly Barr Road and adjacent northern sections, featuring a combination of attached and detached homes in both cottage and townhouse designs. In contrast, the southwestern sections of the property remain largely undeveloped. The zoning established for this PUD aligns with the approved plat, supporting a blend of residential options and commercial mixed-use spaces.

In 2012, only approximately 39 residential structures were constructed in the Grove Hill Condominium development on property then owned by Alumni Properties, and a new developer, Chance Properties, approached the City to not only amend the Alumni Properties portion of the Blackberry Hills PUD, but to also add an additional 20 acres on the north side of the original PUD. The proposed modification introduced changes to the PUD plan that enabled the Highland Square Development, encompassing all existing development in the area. This includes additional detached homes, duplexes, townhomes, and multi-family residences, some of which incorporate commercial mixed-use spaces. In 2022, the Rowandale Residential Common Interest Development (RCID) was established. Many of the homes, previously leased by a single entity, were sold individually.

In this request, the applicant is seeking a Zoning Map Amendment to change the underlying zoning from (SR) Suburban Residential to (NR) Neighborhood Residential for approximately 10 acres in the northeastern most portion of the PUD. The applicant is also seeking another Zoning Map Amendment, the subject of Case #3245, to remove all the Rowandale property and the northeastern 10 acres from the Blackberry Hills PUD.

State Requirements for Rezoning:
The criteria to rezone property are cited in a number of Mississippi cases and are as follows:
"Before a zoning board reclassifies property from one zone to another, there must be proof either:
(1) that there was a mistake in the original zoning, or (2) (a) that the character of the neighborhood has changed to such an extent as to justify reclassification, and (b) that there was a public need for rezoning." (Burdine v. City of Greenville, 1999).

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

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

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

The neighborhood surrounding the subject property has experienced significant changes due to various developments and infrastructure improvements. The proposed dissolution of the Blackberry Hills PUD is a critical change that allows the property to be aligned with its intended future land use under the Traditional Neighborhood Development (TND) plan. Additionally, nearby NEW neighborhood developments, such as Colonnade, the Lamar Sullivan's Marketplace, a 25,000-square-foot grocery store within 1 mile, and the pending Chickasaw Creek Condominium Development at 3115 Chickasaw Road, approximately 0.1 miles away, reflect the increasing demand for residential and commercial development.

The Blackberry Hills "PUD" was never properly created, as has been documented multiple times to staff and attorneys, under MS Law. It has been problematic and ambiguous and there have been multiple attempts to understand it by staff, owners and developers since inception. Even the prior owners did not know what they had or what could be done. Removing all 220 Rowandale parcels and the 10 Acres from the "PUD" allows the City and new owner to work

together without complication or ambiguity on who can do what. Upon successful rezoning and removal or the Rowandale and its adjacent subject property from the existing “PUD” the Callicutt parcel will be the only owner left in Blackberry Hills and unencumbered to work with the City Planning Department and Aldermen to develop a new PUD Document and Plat, without interference from other potential PUD Owners.

These changes justify the need to rezone the property to better align with the area's evolving character and growth in population, density, in fill development and infrastructure improvements.

In addition to the physical changes in the surrounding area, the proposed rezoning aligns with the Traditional Neighborhood Development (TND) principles outlined in Oxford’s Vision 2037 Comprehensive Plan. The plan encourages higher-density, walkable, and connected neighborhoods that blend housing types and are located near commercial services and schools. The proximity of the subject property to infrastructure improvements, such as the roundabout at Molly Bar Road, new OUT Bus stops, the new commercial services at Sullivan’s Marketplace, and the nearby Chickasaw Creek attached condominium development, make this rezoning particularly suitable.

The Comprehensive Plan emphasizes connectivity and proximity to commercial amenities, as well as the public need for housing to accommodate Oxford’s growing population, particularly from the University of Mississippi. The rezoning to Neighborhood Residential (NR) helps fulfill these objectives by enabling higher-density residential development that supports Oxford’s sustainable and compact growth goals.

Mistake:
There is not a mistake in this instance.

Additional Staff Comments:
The applicant points out that there have been changes in the character of the neighborhood partly attributed to development nearby or in close proximity to this site, and with infrastructure changes, particularly to Molly Barr Road with the installation of a new roundabout at Chickasaw, in addition to the multiple roundabouts constructed on Highway 30 in front of the Colonnade Crossing development. It is also important to note that the City of Oxford plans to commence construction of a new roundabout, replacing the traffic signal, at the intersection of Molly Barr Road and North Lamar this fall. This area continues to develop with housing and a mixed-use commercial center has been approved near this site.

During the Comprehensive rezoning in 2017, Staff met with one of the owners of the Blackberry Hills PUD about removing the PUD designation due to inactivity of the development and due to the lack of detailed information to facilitate the development of the PUD. While the owner was receptive to the conversation, ultimately it was determined by the owners of the property to keep the PUD in place. Staff evaluated the proposed uses in the PUD plan and assigned land uses it felt most appropriate and consistent with the proposed Land Development Code.

Blackberry Hills is one of Oxford’s earliest PUDs. Since the initial approval of this PUD in 2005, Oxford’s Land Development Code has become more sophisticated, especially with respect to

PUDs. Staff believes that the information provided with the Blackberry Hills PUD, as approved and amended, lacks critical information necessary for it to develop. Staff has met with many developers interested in Blackberry Hills but the lack of information has proven to be a continued barrier with its development. Ultimately, this is a primary reason Staff proposed removing the PUD designation to one of the owners in 2017.

The proposed change in use will facilitate additional density, and building types that are not otherwise allowed in the Suburban Residential District. Neighborhood Residential allows up to 9 units per acre (compared to 6 in Suburban Residential), and it allows for the construction of detached, and attached units (including duplex, triplex, quadplex units and townhomes). This zoning is consistent with the surrounding area. 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.

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

Planning Commission Meeting (August 11, 2025)

A link to the recording of the August 11th, 2025, Planning Commission meeting is provided below. As this meeting was held on Tuesday, the draft minutes are still in production. Two residents, Diane Vinson and Denise Hammer, provided comments about a natural spring that exists in this area and concerns of development potentially impacting the spring, and also concerns about tree removal in Oxford.

Case #3253 – Blackberry Hills Fitts .44 Acres Rezoning (This item should begin at 29:40)

Planning Commission Recommendation:

At the August 11, 2025, Planning Commission meeting, after determining that there was sufficient change in the character of the neighborhood and that there was a public need, Commissioner Latimer made a motion to recommend approval of the requested rezoning to the Mayor and Aldermen that was seconded by Commissioner Brasfield. The motion carried with a unanimous vote 6-0 vote.

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

OXFORD
PLANNING
DEPARTMENT

Case 3253

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

Applicant: Elizabeth Fitts
Owner: Same
Request: Zoning Map Amendment to change the underlying zoning from (SR) Suburban Residential to (NR) Neighborhood Residential
Location: Northwood Trails & Christman Road (PPIN #30663)
Zoning: PUD - Planned Unit Development; underlying zoning (SR) Suburban Residential

Surrounding Zoning:
North: County A1
South, West & East: (NR) Neighborhood Residential & (TNB) Traditional Neighborhood Business

Case History: Case #1634 – PUD Amendment – April 2012
Case #1253 – Site Plan Approval – November 2005
Case #1236 – Special Exception, Allowed PUD – October 2005

Planning Comments: The Blackberry Hills Planned Unit Development (PUD) received its initial approval in October 2005, was annexed into the City of Oxford in 2006, and underwent an amendment in April 2012. Development to date has focused primarily on residential uses, though the plan also designates certain areas for mixed-use purposes. Substantial progress has been made along Molly Barr Road and adjacent northern sections, featuring a combination of attached and detached homes in both cottage and townhouse designs. In contrast, the southwestern sections of the property remain largely undeveloped. The zoning established for this PUD aligns with the approved plat, supporting a blend of residential options and commercial mixed-use spaces.

In 2012, only approximately 39 residential structures were constructed in the Grove Hill Condominium development on property then owned by Alumni Properties, and a new developer, Chance Properties, approached the City to not only amend the Alumni Properties portion of the Blackberry Hills PUD, but to also add an additional 20 acres on the north side of the original PUD. The proposed modification introduced changes to the PUD plan that enabled the Highland

Square Development, encompassing all existing development in the area. This includes additional detached homes, duplexes, townhomes, and multi-family residences, some of which incorporate commercial mixed-use spaces. In 2022, the Rowandale Residential Common Interest Development (RCID) was established. Many of the homes, previously leased by a single entity, were sold individually.

At the July 2025 Planning Commission meeting, the Planning Commission recommended approval of a similar rezoning for 10 acres surround this property (Case #3244), and a rezoning (Case #3245) to remove the same 10 acres, plus all of the Rowandale property from the Blackberry Hills PUD.

In this request, the applicant is seeking a Zoning Map Amendment to change the underlying zoning from (SR) Suburban Residential to (NR) Neighborhood Residential for approximately .44 acres in the northeastern most portion of the PUD. The applicant is also seeking another Zoning Map Amendment, the subject of Case #3254, to remove this from the Blackberry Hills PUD.

State Requirements for Rezoning:
The criteria to rezone property are cited in a number of Mississippi cases and are as follows:
"Before a zoning board reclassifies property from one zone to another, there must be proof either:

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

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

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

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

The neighborhood surrounding the subject property has experienced significant changes due to various developments and infrastructure improvements. The proposed dissolution of the Blackberry Hills PUD is a critical change that allows the property to be aligned with its intended future land use under the Traditional Neighborhood Development (TND) plan. Additionally, nearby NEW neighborhood developments, such as Colonnade, the Lamar Sullivan's Marketplace, a 25,000-square-foot grocery store within 1 mile, and the pending Chickasaw Creek Condominium Development at 3115 Chickasaw Road, approximately 0.1 miles away, reflect the increasing demand for residential and commercial development.

The Blackberry Hills "PUD" was never properly created, as has been documented multiple times to staff and attorneys, under MS Law. It has been problematic and ambiguous and there have been multiple attempts to understand it by staff, owners and developers since inception. Even the prior owners did not know what they had or what could be done. Removing all 220 Rowandale parcels and the 10 Acres from the "PUD" allows the City and new owner to work together without complication or ambiguity on who can do what. Upon successful rezoning and removal or the Rowandale and its adjacent subject property from the existing "PUD" the Callicutt parcel will be the only owner left in Blackberry Hills and unencumbered to work with the City Planning Department and Aldermen to develop a new PUD Document and Plat, without interference from other potential PUD Owners.

These changes justify the need to rezone the property to better align with the area's evolving character and growth in population, density, in fill development and infrastructure improvements.

In addition to the physical changes in the surrounding area, the proposed rezoning aligns with the Traditional Neighborhood Development (TND) principles outlined in Oxford's Vision 2037 Comprehensive Plan. The plan encourages higher-density, walkable, and connected neighborhoods that blend housing types and are located near commercial services and schools. The proximity of the subject property to infrastructure improvements, such as the roundabout at Molly Bar Road, new OUT Bus stops, the new commercial services at Sullivan's Marketplace, and the nearby Chickasaw Creek attached condominium development, make this rezoning particularly suitable.

The Comprehensive Plan emphasizes connectivity and proximity to commercial amenities, as well as the public need for housing to accommodate Oxford's growing population, particularly from the University of Mississippi. The rezoning to Neighborhood Residential (NR) helps fulfill these objectives by enabling higher-density residential development that supports Oxford's sustainable and compact growth goals.

Mistake:
There is not a mistake in this instance.

Additional Staff Comments:
The applicant points out that there have been changes in the character of the neighborhood partly attributed to development nearby or in close proximity to this site, and with infrastructure changes, particularly to Molly Barr Road with the installation of a new roundabout at Chickasaw, in addition to the multiple roundabouts constructed on Highway 30 in front of the Colonnade Crossing development. It is also important to note that the City of Oxford plans to commence construction of a new roundabout, replacing the traffic signal, at the intersection of Molly Barr Road and North Lamar this fall. This area continues to develop with housing and a mixed-use commercial center has been approved near this site.

During the Comprehensive rezoning in 2017, Staff met with one of the owners of the Blackberry Hills PUD about removing the PUD designation due to inactivity of the development and due to the lack of detailed information to facilitate the development of the PUD. While the owner was receptive to the conversation, ultimately it was determined by the owners of the property to keep the PUD in place. Staff evaluated the proposed uses in the PUD plan and assigned land uses it felt most appropriate and consistent with the proposed Land Development Code.

Blackberry Hills is one of Oxford's earliest PUDs. Since the initial approval of this PUD in 2005, Oxford's Land Development Code has become more sophisticated, especially with respect to PUDs. Staff believes that the information provided with the Blackberry Hills PUD, as approved and amended, lacks critical information necessary for it to develop. Staff has met with many developers interested in Blackberry Hills but the lack of information has proven to be a continued barrier with its development. Ultimately, this is a primary reason Staff proposed removing the PUD designation to one of the owners in 2017.

The proposed change in use will facilitate additional density, and building types that are not otherwise allowed in the Suburban Residential District. Neighborhood Residential allows up to 9 units per acre (compared to 6 in Suburban Residential), and it allows for the construction of detached, and attached units (including duplex, triplex, quadplex units and townhomes). This zoning is consistent with the surrounding area. 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.

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

Underlying Rezoning Request & Removal from Blackberry Hills PUD

August 4, 2025

PPIN
30663

Parcel ID 135C-16-032.48

Beth Fitts' Out Parcel

Beth Fitts- Owner

Rezoning Application Narrative

The above picture of the .058-acre parcel (PPIN 30663) is less than ½ acre parcel still remaining in SR. The Neighborhood around Molly Barr and Christman Road (Shown above) has changed significantly due to recent explosion of development along North Lamar, Molly Barr and Christman Rd, evolving neighborhood conditions, zoning misalignments, and development pressures, as outlined in the rezoning request. The differences can be summarized as follows:

1. **Zoning Misalignment and PUD Dissolution**:

    - **Current State**: The property is zoned Suburban Residential (SR) and is allegedly part of the Blackberry Hills Planned Unit Development (PUD). However, legal research and professional MURP opinions reveal that the Blackberry Hills PUD designation is legally questionable, at best, despite carry over references in the City Code, as it has not ever followed the MS statutory requirements, lacks a formal written PUD agreement, amendment procedures, or a properly prepared legal survey (plat). The "PUD" was attempted to be established when the property straddled city and county jurisdictions, with minimal professional oversight, rendering it outdated and unworkable. It has been like the other PUDs a problem for City Planners for years.

    - **Proposed Change**: The rezoning seeks to change the zoning to Neighborhood Residential (NR), aligning with surrounding properties and also the partial dissolution of the Blackberry Hills PUD allowing the sole remaining 140+/- acre adjacent parcel to the West of Rowandale ("Callicutt Parcel") to control its destiny and fix the PUD by working with the City on a proper and statutorily correct PUD Agreement, Plan and Plat. This shift removes ambiguous restrictions and allows the property to integrate with the Traditional Neighborhood Development (TND) vision, which promotes higher-density, mixed-use, and walkable communities. This request will remove the last parcel from the PUD

other than the Callicutt Property (pending the Board of Aldermen approval in August, 2025 for the adjoining property removal and rezoning).

- **Difference**: The property's current SR zoning and "PUD" designation are relics of an earlier, less coordinated planning era. The proposed NR zoning reflects current planning standards and the surrounding area's NR zoning, enabling development that matches the modern neighborhood character.

2. **Evolving Neighborhood Character**:

   - **Past Conditions**: When originally zoned, the area included undeveloped land, gullies, and wooded drainage, with limited commercial or high-density residential development. The Blackberry Hills "PUD" and SR zoning were based on a suburban, low-density model. That model does not work any longer in this development climate or with the obvious and unquestionable change in this neighborhood.

   - **Current Conditions**: The neighborhood now includes **Mixed-Use/Attached Developments**:

     1. Rowandale (adjacent parent parcel) features coffee shops, professional offices, and consumer-based commercial spaces. The Lamar Development includes a commercial district and high-density multifamily housing and mixed uses of attached and detached housing.

     2. Colonnade less than ¾ of a mile away has taken a similar site and turned into a mixed use development of the highest caliber with both apartment, attached housing, commercial, retail, restaurant, shopping and other uses.

     3. THE LAMAR…SIGNIFIGANT CHANGE IN NEIGHBORHOOD? You decide…. less than .5 miles away. See picture below. This also used to be a gully surrounded by the Chickasaw single family neighborhood houses….

Credit. Site plan rendering from The Lamar website

- **New Commercial Amenities**: Sullivan's Marketplace (a 25,000-square-foot grocery store within 1 mile) and the proposed Chickasaw Creek

Condominium Development (LESS than 0.2 miles away, with 35 attached units) reflect growing commercial and residential density.

- **Infrastructure Upgrades**: Molly Barr and North Lamar have seen significant improvements, including roundabouts and enhanced traffic flow, supporting increased development capacity.

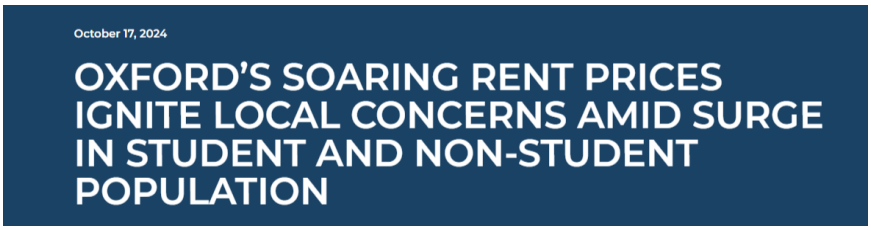
- **Recent Projects**: Developments like The Archive, The Julep, Marlowe Condos, Sole, and Village Station indicate a shift toward higher-density, mixed-use neighborhoods.

The property in question here, under its current zoning, literally outlaws attached dwellings – requiring detached homes only and requiring more trees to be cut and more land to be cleared to develop. 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.

- **Difference**: The neighborhood has transitioned from a low-density, semi-rural area to a vibrant, mixed-use hub with enhanced infrastructure and amenities, necessitating zoning that supports attached housing and higher density (NR) rather than detached-only, low-density development (SR).

3. **Housing Demand and Public Need**:
   - **Past Context**: At the time of the original zoning, Oxford's housing demand was less acute, and University of Mississippi enrollment growth was less aggressive.

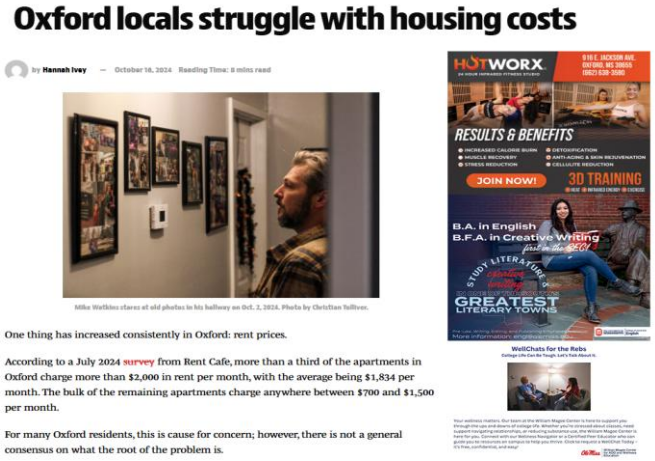
   - **Current Context**: The narrative highlights a housing crisis driven by:



     - University enrollment growth (3,000 additional students in the latest class, with a projected 30,000 students in 10 years).
     - Loss of housing stock (1,156 beds removed via University master leases, plus 540 beds from Kincannon Hall's demolition and 737 beds from Crosby Hall's upcoming closure).
     - Population growth (24% projected by 2030, following a 102% increase since 2000).
     - Rising home values (median over $300,000) and a rental housing shortage.

   - **Proposed Solution**: The requested NR zoning allows for attached housing (e.g., row houses) that can meet immediate rental needs (via a master lease end user) and convert to single-family homes in the future, unlike SR zoning, which restricts development to detached homes only.

- **Difference**: The property's current SR zoning does not address Oxford's housing crisis or support flexible, high-density development. The NR zoning aligns with the public need for diverse housing options to accommodate students, professionals, and families. Additionally, the SR Zoning is not large enough, on its own, to be developed and would create significant planning restraints given the NR nature of the surrounding properties.



Oxford locals struggle with housing costs

by Hannah Ivey — October 16, 2024 Reading Time: 8 mins read

Mike Watkins stares at old photos in his hallway on Oct. 2, 2024. Photo by Christian Sullivan.

One thing has increased consistently in Oxford: rent prices.

According to a July 2024 survey from Rent Cafe, more than a third of the apartments in Oxford charge more than $2,000 in rent per month, with the average being $1,834 per month. The bulk of the remaining apartments charge anywhere between $700 and $1,500 per month.

For many Oxford residents, this is cause for concern; however, there is not a general consensus on what the root of the problem is.

4. **Development Feasibility and Environmental Considerations**:

   - **Current Limitations**: SR zoning requires detached homes, necessitating more land clearing and grading, which could disrupt the property's slopes and tree canopy.

   - **Proposed Benefits**: NR zoning allows attached units, reducing the need for extensive land disturbance and enabling development that preserves greenspaces and uses existing topography. The narrative emphasizes compliance with Oxford's tree mitigation and environmental ordinances.

   - **Difference**: The rezoning shifts the development approach from a resource-intensive, low-density model to a sustainable, higher-density model that better preserves environmental features while meeting housing needs.

February 20, 2025

OXFORD STUDENTS FACE HOUSING CHALLENGES AMID RISING ENROLLMENT

5. **Alignment with Comprehensive Plan**:

   - **Past Plan**: The original zoning and "PUD" were not fully aligned with Oxford's Vision 2037 Comprehensive Plan, which emphasizes TND principles like walkability, connectivity, and mixed-use development.
   - **Current Alignment**: The proposed NR zoning supports TND goals by enabling higher-density residential development near commercial amenities (e.g., Sullivan's Marketplace, 2 minutes away) and infrastructure (e.g., Molly Barr

roundabout). It facilitates connectivity to Rowandale, public streets, sidewalks, and amenities like pools and pickleball courts.

- **Difference**: The current SR zoning is inconsistent with the Comprehensive Plan's vision, while NR zoning ensures the property contributes to Oxford's sustainable, connected growth strategy.

Connection to Rezoning Justifications

The differences outlined above directly tie to the rezoning justifications provided in both the application, questions and community input and support:

- **Changes in Neighborhood Character**: The narrative and prior input highlight the dissolution of the Blackberry Hills "PUD", new developments (e.g., Colonnade, Rowandale, The Lamar, the Bluffs, Chickasaw Creek Condominiums), and infrastructure improvements (e.g., Molly Barr and Chickasaw roundabouts), which have transformed the area into a higher-density, mixed-use hub. NR zoning reflects this evolution, unlike the outdated SR zoning.

- **Public Need**: The housing crisis, driven by University growth and population increases, underscores the need for NR zoning to allow flexible, high-density housing. The narrative's mention of a master lease end user aligns with the immediate demand for rental housing.

- **Anomaly**: The SR zoning is an anomaly, as the property is surrounded by NR-zoned parcels. The narrative notes this as potential "spot zoning," and at a minimum a zoning map problem created by the misunderstanding of the PUD regime across all 200 original acres. Rezoning to NR corrects this misalignment, ensuring consistency with adjacent properties and the TND vision, especially in light of recent adjoining property Planning Commission Recommendations.

- **Legal and Planning Compliance**: The rezoning meets Mississippi's "change and mistake" rule, as the neighborhood's character has evolved significantly since the SR designation. Oxford's ordinances and Vision 2037 Comprehensive Plan further support NR zoning as a means to achieve sustainable growth.

University housing adapts to increase in student population

by Kharley Redmon — August 25, 2024 Reading Time: 7 mins read

The UM student move in team helps parents and students unload vehicles outside of HC South on Aug 15.

Photo by Mavis Ramirez.

Three consecutive years of record-breaking freshman classes has caused the University of Mississippi to expand housing options and has created uncertainty for students as they sit on housing waitlists and struggle to find off-campus accommodations.

When Assistant Vice Chancellor and Director of Student Housing John Yaun joined the university in 2019, there was a strategic plan for student housing.

"Because of all the changes, much of that strategic plan is almost obsolete or not

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662-234-7777 • dwightnball@dwightnball.com
104 Courthouse Square Oxford, Mississippi 38655

Legal and Administrative Criteria

Change and Mistake Rule

The rezoning meets the legal standards required by Mississippi's rezoning laws. The impact of Highland Square becoming Rowandale (NR Development) and being sold into separate fee simple structures; the development of North Lamar and the Lamar mixed use; the significant pending development of the other sites front Christman and Molly Barr, including, but not limited to Chickasaw Creek Condominium (NR Development), reduction and partial dissolution of the Blackberry Hills "PUD" and the subsequent changes in surrounding developments demonstrate that the neighborhood character has evolved significantly since the most recent zoning designations. This justifies rezoning the property from Suburban Residential (SR) to Neighborhood Residential (NR), ensuring that the property is developed in line with current conditions and future growth expectations.

Compliance with City Ordinances

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.

Further, 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. If that is the case for even more NR parcels with NR and higher density developments can be found with even LESS SR designation. This is just not an SR area anymore and will not be developed to be one based on projects proposed next door that are in the pipeline.

Summary

The graphic depiction of the ½ acre parcel has changed from an undeveloped, low-density-zoned property in a semi-rural context to a site primed for higher-density development within a dynamic, mixed-use neighborhood. The proposed NR zoning:

- Replaces an outdated SR zoning and questionable "PUD" designation.
- Aligns with surrounding NR properties and recent developments like Colonnade, the Lamar, the Bluffs, Rowandale and Chickasaw Creek Condominium.
- Addresses Oxford's housing crisis by enabling attached housing for immediate rental needs and future single-family use.
- Supports sustainable development by minimizing environmental impact.
- Conforms to Vision 2037's TND goals for walkable, connected communities.
- **Traffic Impact**: The narrative confirms that NR zoning will not significantly increase traffic, as new infrastructure (e.g., Molly Barr roundabout) and route preferences (e.g., State Route 7 for northern travel) mitigate congestion risks.
- **Legal Clarity**: Blackberry Hills PUD's lack of formal documentation strengthens the case for rezoning, as it removes ambiguity and aligns with current planning standards.

FILED
STATE OF MISSISSIPPI
LAFAYETTE COUNTY

2007 MAY -8 AM 10:52

CHANCERY CLERK

BY DC

Chancery Clerk
Lafayette County, Mississippi
I certify the instrument
was recorded on
MAY 9 2007 10:17:57AM
Instrument 200704529 Page 1 of 2
Witness my hand and seal
_____ D.C.
Sherry Wall

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **TEN and No/100ths ($10.00) DOLLARS**, cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **ALUMNI PROPERTIES, LLC, an Alabama Limited Liability Company**, does hereby grant, bargain, sell, convey and warrant unto

DENNIS R. FITTS and wife, BETH L. FITTS,
as joint tenants with full rights of survivorship,
and not as tenants in common,

that certain real property, and all appurtenances thereto, lying situate in Lafayette County, Mississippi, particularly described as follows:

A 0.438 acre, more or less, fraction of the Northeast Quarter of Section 16, Township 8 South, Range 3 West, Lafayette County, Mississippi, being more particularly described as follows:

Commencing at a rebar in a ditch on the West line of Lafayette County Road No. 174, located 970.93 feet South and 888.29 feet West of the Northeast Corner of Section 16, Township 8 South, Range 3 West, run along the ditch the following: North 72°16'10" West a distance of 265.34 feet; thence North 00°22'59" East a distance of 84.33 feet; thence North 53°44'44" West a distance of 232.57 feet to the Point of Beginning.

From said Point of Beginning, run thence South 80°13'44" West a distance of 40.68 feet along the ditch; run thence North 59°44'04" West a distance of 43.73 feet along the ditch; run thence, leaving said ditch, North 33°39'11" East a distance of 139.24 feet; run thence North 67°32'48" East a distance of 92.60 feet; run thence South 30°56'46" East a distance of 98.70 feet; run thence South 58°55'10" West a distance of 158.37 feet along the existing Fitts property line to the Point of Beginning.

Ad Valorem taxes for calendar year 2007 shall be borne in full by the Grantor.

The warranty herein contained is subject to, and there is excepted therefrom, any coal, oil, gas or other mineral interests attendant to the subject real property that may have been retained or conveyed by the Grantor's predecessors in title.

WITNESS THE EXECUTION of this instrument on this, the _____ day of April, 2007.

ALUMNI PROPERTIES, LLC,
an Alabama Limited
Liability Company

By: _____
DWIGHT T. BROWN
Member/Manager

STATE OF GEORGIA

COUNTY OF COBB

THIS DAY PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named **DWIGHT T. BROWN**, in his capacity of Member/Manager of **ALUMNI PROPERTIES, LLC, an Alabama Limited Liability Company**, who acknowledged that in such capacity he signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned, for and on behalf of said limited liability company and as its act and deed, having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this, the 30th day of April, 2007.

_____
NOTARY PUBLIC

PEGGY LEDFORD NOTARY PUBLIC COBB COUNTY EXPIRES GEORGIA APRIL 10, 2010

My Commission Expires:
April 10, 2010

ADDRESSES:

Grantees:
P. O. Box 1
Oxford, Mississippi 38655
(662) 234-2244 (h)

Grantor:
2006 Executive Park Dr., Ste
Opelika, Alabama 36801
(334) 742-0809

This instrument prepared by:

William T. Sloan, Lawyer

Mississippi State Bar No. 6845
P. O. Box 913, 1130 North Lamar
Oxford, Mississippi 38655

(662) 234-1667

OXFORD
PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Aldermen

From: Ben Requet, AICP, Planning Director

Date: September 2, 2025

Re: Second Reading and Public Hearing of a Zoning Map Amendment request (Case #3254) by Elizabeth Fitts, to remove +/- .44 acres from the Blackberry Hills Planned Unit Development for property located on Christman Road. (PPIN #30663)

Request: This is a request for a Zoning Map Amendment to remove approximately +/- .44 acres from the Blackberry Hills Planned Unit Development. At the August 11, 2025, Planning Commission meeting, after determining that there was sufficient change in the character of the neighborhood and that there was a public need, Commissioner Spragins made a motion to recommend approval of the requested rezoning to the Mayor and Aldermen that was seconded by Commissioner Logan. The motion carried with a unanimous vote 6-0 vote. Therefore, the Commission recommended approval of the requested rezoning.

The Blackberry Hills Planned Unit Development (PUD) received its initial approval in October 2005, was annexed into the City of Oxford in 2006, and underwent an amendment in April 2012. Development to date has focused primarily on residential uses, though the plan also designates certain areas for mixed-use purposes. Substantial progress has been made along Molly Barr Road and adjacent northern sections, featuring a combination of attached and detached homes in both cottage and townhouse designs. In contrast, the southwestern sections of the property remain largely undeveloped. The zoning established for this PUD aligns with the approved plat, supporting a blend of residential options and commercial mixed-use spaces.

In 2012, only approximately 39 residential structures were constructed in the Grove Hill Condominium development on property then owned by Alumni Properties, and a new developer, Chance Properties, approached the City to not only amend the Alumni Properties portion of the Blackberry Hills PUD, but to also add an additional 20 acres on the north side of the original PUD. The proposed modification introduced changes to the PUD plan that enabled the Highland Square Development, encompassing all existing development in the area. This includes additional detached homes, duplexes, townhomes, and multi-family residences, some of which incorporate commercial mixed-use spaces. In 2022, the Rowandale Residential Common Interest Development (RCID) was established. Many of the homes, previously leased by a single entity, were sold individually.

In this request, the applicant is seeking a Zoning Map Amendment to change the underlying zoning from (SR) Suburban Residential to (NR) Neighborhood Residential for approximately 10 acres in the northeastern most portion of the PUD. The applicant is also seeking another Zoning Map Amendment, the subject of Case #3245, to remove all the Rowandale property and the northeastern 10 acres from the Blackberry Hills PUD.

State Requirements for Rezoning:
The criteria to rezone property are cited in a number of Mississippi cases and are as follows:
"Before a zoning board reclassifies property from one zone to another, there must be proof either:
(1) that there was a mistake in the original zoning, or (2) (a) that the character of the neighborhood has changed to such an extent as to justify reclassification, and (b) that there was a public need for rezoning." (Burdine v. City of Greenville, 1999).

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

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

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

The neighborhood surrounding the subject property has experienced significant changes due to various developments and infrastructure improvements. The proposed dissolution of the Blackberry Hills PUD is a critical change that allows the property to be aligned with its intended future land use under the Traditional Neighborhood Development (TND) plan. Additionally, nearby NEW neighborhood developments, such as Colonnade, the Lamar Sullivan's Marketplace, a 25,000-square-foot grocery store within 1 mile, and the pending Chickasaw Creek Condominium Development at 3115 Chickasaw Road, approximately 0.1 miles away, reflect the increasing demand for residential and commercial development.

The Blackberry Hills "PUD" was never properly created, as has been documented multiple times to staff and attorneys, under MS Law. It has been problematic and ambiguous and there have been multiple attempts to understand it by staff, owners and developers since inception. Even the prior owners did not know what they had or what could be done. Removing all 220 Rowandale parcels and the 10 Acres from the "PUD" allows the City and new owner to work together without complication or ambiguity on who can do what. Upon successful rezoning and

removal or the Rowandale and its adjacent subject property from the existing “PUD” the Callicutt parcel will be the only owner left in Blackberry Hills and unencumbered to work with the City Planning Department and Aldermen to develop a new PUD Document and Plat, without interference from other potential PUD Owners.

These changes justify the need to rezone the property to better align with the area's evolving character and growth in population, density, in fill development and infrastructure improvements.

In addition to the physical changes in the surrounding area, the proposed rezoning aligns with the Traditional Neighborhood Development (TND) principles outlined in Oxford’s Vision 2037 Comprehensive Plan. The plan encourages higher-density, walkable, and connected neighborhoods that blend housing types and are located near commercial services and schools. The proximity of the subject property to infrastructure improvements, such as the roundabout at Molly Bar Road, new OUT Bus stops, the new commercial services at Sullivan’s Marketplace, and the nearby Chickasaw Creek attached condominium development, make this rezoning particularly suitable.

The Comprehensive Plan emphasizes connectivity and proximity to commercial amenities, as well as the public need for housing to accommodate Oxford’s growing population, particularly from the University of Mississippi. The rezoning to Neighborhood Residential (NR) helps fulfill these objectives by enabling higher-density residential development that supports Oxford’s sustainable and compact growth goals.

Mistake:
There is not a mistake in this instance.

Additional Staff Comments:
The applicant points out that there have been changes in the character of the neighborhood partly attributed to development nearby or in close proximity to this site, and with infrastructure changes, particularly to Molly Barr Road with the installation of a new roundabout at Chickasaw, in addition to the multiple roundabouts constructed on Highway 30 in front of the Colonnade Crossing development. It is also important to note that the City of Oxford plans to commence construction of a new roundabout, replacing the traffic signal, at the intersection of Molly Barr Road and North Lamar this fall. This area continues to develop with housing and a mixed-use commercial center has been approved near this site.

During the Comprehensive rezoning in 2017, Staff met with one of the owners of the Blackberry Hills PUD about removing the PUD designation due to inactivity of the development and due to the lack of detailed information to facilitate the development of the PUD. While the owner was receptive to the conversation, ultimately it was determined by the owners of the property to keep the PUD in place. Staff evaluated the proposed uses in the PUD plan and assigned land uses it felt most appropriate and consistent with the proposed Land Development Code.

Blackberry Hills is one of Oxford’s earliest PUDs. Since the initial approval of this PUD in 2005, Oxford’s Land Development Code has become more sophisticated, especially with respect to PUDs. Staff believes that the information provided with the Blackberry Hills PUD, as approved

and amended, lacks critical information necessary for it to develop. Staff has met with many developers interested in Blackberry Hills but the lack of information has proven to be a continued barrier with its development. Ultimately, this is a primary reason Staff proposed removing the PUD designation to one of the owners in 2017.

The proposed change in use will facilitate additional density, and building types that are not otherwise allowed in the Suburban Residential District. Neighborhood Residential allows up to 9 units per acre (compared to 6 in Suburban Residential), and it allows for the construction of detached, and attached units (including duplex, triplex, quadplex units and townhomes). This zoning is consistent with the surrounding area. 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.

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

Planning Commission Meeting (August 11, 2025)

A link to the recording of the August 11th, 2025, Planning Commission meeting is provided below. As this meeting was held on Tuesday, the draft minutes are still in production.

Case #3254 – Blackberry Hills Fitts .44 Acres Rezoning (This item should begin at 41:01)

Planning Commission Recommendation:

At the August 11, 2025, Planning Commission meeting, after determining that there was sufficient change in the character of the neighborhood and that there was a public need, Commissioner Spragins made a motion to recommend approval of the requested rezoning to the Mayor and Aldermen that was seconded by Commissioner Logan. The motion carried with a unanimous vote 6-0 vote.

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

OXFORD
PLANNING
DEPARTMENT

Case 3254

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

Applicant: Elizabeth Fitts
Owner: Same
Request: Zoning Map Amendment to remove property from Blackberry Hills PUD
Location: Northwood Trails & Christman Road (PPIN #30663)
Zoning: PUD - Planned Unit Development; underlying zoning (SR) Suburban Residential

Surrounding Zoning:
North: County A1
South, West & East: (NR) Neighborhood Residential & (TNB) Traditional Neighborhood Business

Case History: Case #1634 – PUD Amendment – April 2012
Case #1253 – Site Plan Approval – November 2005
Case #1236 – Special Exception, Allowed PUD – October 2005

Planning Comments: The Blackberry Hills Planned Unit Development (PUD) received its initial approval in October 2005, was annexed into the City of Oxford in 2006, and underwent an amendment in April 2012. Development to date has focused primarily on residential uses, though the plan also designates certain areas for mixed-use purposes. Substantial progress has been made along Molly Barr Road and adjacent northern sections, featuring a combination of attached and detached homes in both cottage and townhouse designs. In contrast, the southwestern sections of the property remain largely undeveloped. The zoning established for this PUD aligns with the approved plat, supporting a blend of residential options and commercial mixed-use spaces.

In 2012, only approximately 39 residential structures were constructed in the Grove Hill Condominium development on property then owned by Alumni Properties, and a new developer, Chance Properties, approached the City to not only amend the Alumni Properties portion of the Blackberry Hills PUD, but to also add an additional 20 acres on the north side of the original PUD. The proposed modification introduced changes to the PUD plan that enabled the Highland Square Development, encompassing all existing development in the area. This includes additional

detached homes, duplexes, townhomes, and multi-family residences, some of which incorporate commercial mixed-use spaces. In 2022, the Rowandale Residential Common Interest Development (RCID) was established. Many of the homes, previously leased by a single entity, were sold individually.

At the July 2025 Planning Commission meeting, the Planning Commission recommended approval of a similar rezoning for 10 acres surround this property (Case #3244), and a rezoning (Case #3245) to remove the same 10 acres, plus all of the Rowandale property from the Blackberry Hills PUD.

In this request, the applicant is seeking a Zoning Map Amendment to change remove this property, measuring approximately .44 acres from the Blackberry Hills PUD. The applicant is also seeking another Zoning Map Amendment, the subject of Case #3253, to change the underlying zoning for this property from (SR) Suburban Residential to (NR) Neighborhood 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.

The neighborhood surrounding the subject property has experienced significant changes due to various developments and infrastructure improvements. The proposed dissolution of the

Blackberry Hills PUD is a critical change that allows the property to be aligned with its intended future land use under the Traditional Neighborhood Development (TND) plan. Additionally, nearby NEW neighborhood developments, such as Colonnade, the Lamar Sullivan's Marketplace, a 25,000-square-foot grocery store within 1 mile, and the pending Chickasaw Creek Condominium Development at 3115 Chickasaw Road, approximately 0.1 miles away, reflect the increasing demand for residential and commercial development.

The Blackberry Hills "PUD" was never properly created, as has been documented multiple times to staff and attorneys, under MS Law. It has been problematic and ambiguous and there have been multiple attempts to understand it by staff, owners and developers since inception. Even the prior owners did not know what they had or what could be done. Removing all 220 Rowandale parcels and the 10 Acres from the "PUD" allows the City and new owner to work together without complication or ambiguity on who can do what. Upon successful rezoning and removal or the Rowandale and its adjacent subject property from the existing "PUD" the Callicutt parcel will be the only owner left in Blackberry Hills and unencumbered to work with the City Planning Department and Aldermen to develop a new PUD Document and Plat, without interference from other potential PUD Owners.

These changes justify the need to rezone the property to better align with the area's evolving character and growth in population, density, in fill development and infrastructure improvements.

In addition to the physical changes in the surrounding area, the proposed rezoning aligns with the Traditional Neighborhood Development (TND) principles outlined in Oxford's Vision 2037 Comprehensive Plan. The plan encourages higher-density, walkable, and connected neighborhoods that blend housing types and are located near commercial services and schools. The proximity of the subject property to infrastructure improvements, such as the roundabout at Molly Bar Road, new OUT Bus stops, the new commercial services at Sullivan's Marketplace, and the nearby Chickasaw Creek attached condominium development, make this rezoning particularly suitable.

The Comprehensive Plan emphasizes connectivity and proximity to commercial amenities, as well as the public need for housing to accommodate Oxford's growing population, particularly from the University of Mississippi. The rezoning to Neighborhood Residential (NR) helps fulfill these objectives by enabling higher-density residential development that supports Oxford's sustainable and compact growth goals.

Mistake:
There is not a mistake in this instance.

Additional Staff Comments:
The applicant points out that there have been changes in the character of the neighborhood partly attributed to development nearby or in close proximity to this site, and with infrastructure changes, particularly to Molly Barr Road with the installation of a new roundabout at Chickasaw,

in addition to the multiple roundabouts constructed on Highway 30 in front of the Colonnade Crossing development. It is also important to note that the City of Oxford plans to commence construction of a new roundabout, replacing the traffic signal, at the intersection of Molly Barr Road and North Lamar this fall. This area continues to develop with housing and a mixed-use commercial center has been approved near this site.

During the Comprehensive rezoning in 2017, Staff met with one of the owners of the Blackberry Hills PUD about removing the PUD designation due to inactivity of the development and due to the lack of detailed information to facilitate the development of the PUD. While the owner was receptive to the conversation, ultimately it was determined by the owners of the property to keep the PUD in place. Staff evaluated the proposed uses in the PUD plan and assigned land uses it felt most appropriate and consistent with the proposed Land Development Code.

Blackberry Hills is one of Oxford's earliest PUDs. Since the initial approval of this PUD in 2005, Oxford's Land Development Code has become more sophisticated, especially with respect to PUDs. Staff believes that the information provided with the Blackberry Hills PUD, as approved and amended, lacks critical information necessary for it to develop. Staff has met with many developers interested in Blackberry Hills but the lack of information has proven to be a continued barrier with its development. Ultimately, this is a primary reason Staff proposed removing the PUD designation to one of the owners in 2017.

The proposed change will facilitate the development of the property consistent with the underlying zoning of (SR) Suburban Residential, unless a zoning map amendment (Case #3244) is approved by the Mayor and Board of Aldermen. All portions of property west of Rowandale will continue to remain in the Blackberry Hills PUD.

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

Underlying Rezoning Request & Removal from Blackberry Hills PUD

August 4, 2025

PPIN
30663

Parcel ID 135C-16-032.48

Beth Fitts' Out Parcel

Beth Fitts- Owner

Rezoning Application Narrative

The above picture of the .058-acre parcel (PPIN 30663) is less than ½ acre parcel still remaining in SR. The Neighborhood around Molly Barr and Christman Road (Shown above) has changed significantly due to recent explosion of development along North Lamar, Molly Barr and Christman Rd, evolving neighborhood conditions, zoning misalignments, and development pressures, as outlined in the rezoning request. The differences can be summarized as follows:

1. **Zoning Misalignment and PUD Dissolution**:

    - **Current State**: The property is zoned Suburban Residential (SR) and is allegedly part of the Blackberry Hills Planned Unit Development (PUD). However, legal research and professional MURP opinions reveal that the Blackberry Hills PUD designation is legally questionable, at best, despite carry over references in the City Code, as it has not ever followed the MS statutory requirements, lacks a formal written PUD agreement, amendment procedures, or a properly prepared legal survey (plat). The "PUD" was attempted to be established when the property straddled city and county jurisdictions, with minimal professional oversight, rendering it outdated and unworkable. It has been like the other PUDs a problem for City Planners for years.

    - **Proposed Change**: The rezoning seeks to change the zoning to Neighborhood Residential (NR), aligning with surrounding properties and also the partial dissolution of the Blackberry Hills PUD allowing the sole remaining 140+/- acre adjacent parcel to the West of Rowandale ("Callicutt Parcel") to control its destiny and fix the PUD by working with the City on a proper and statutorily correct PUD Agreement, Plan and Plat. This shift removes ambiguous restrictions and allows the property to integrate with the Traditional Neighborhood Development (TND) vision, which promotes higher-density, mixed-use, and walkable communities. This request will remove the last parcel from the PUD

other than the Callicutt Property (pending the Board of Aldermen approval in August, 2025 for the adjoining property removal and rezoning).

- **Difference**: The property's current SR zoning and "PUD" designation are relics of an earlier, less coordinated planning era. The proposed NR zoning reflects current planning standards and the surrounding area's NR zoning, enabling development that matches the modern neighborhood character.

2. **Evolving Neighborhood Character**:

   - **Past Conditions**: When originally zoned, the area included undeveloped land, gullies, and wooded drainage, with limited commercial or high-density residential development. The Blackberry Hills "PUD" and SR zoning were based on a suburban, low-density model. That model does not work any longer in this development climate or with the obvious and unquestionable change in this neighborhood.

   - **Current Conditions**: The neighborhood now includes **Mixed-Use/Attached Developments**:

     1. Rowandale (adjacent parent parcel) features coffee shops, professional offices, and consumer-based commercial spaces. The Lamar Development includes a commercial district and high-density multifamily housing and mixed uses of attached and detached housing.

     2. Colonnade less than ¾ of a mile away has taken a similar site and turned into a mixed use development of the highest caliber with both apartment, attached housing, commercial, retail, restaurant, shopping and other uses.

     3. THE LAMAR…SIGNIFIGANT CHANGE IN NEIGHBORHOOD? You decide…. less than .5 miles away. See picture below. This also used to be a gully surrounded by the Chickasaw single family neighborhood houses….

Credit. Site plan rendering from The Lamar website

- **New Commercial Amenities**: Sullivan's Marketplace (a 25,000-square-foot grocery store within 1 mile) and the proposed Chickasaw Creek

Condominium Development (LESS than 0.2 miles away, with 35 attached units) reflect growing commercial and residential density.

- **Infrastructure Upgrades**: Molly Barr and North Lamar have seen significant improvements, including roundabouts and enhanced traffic flow, supporting increased development capacity.

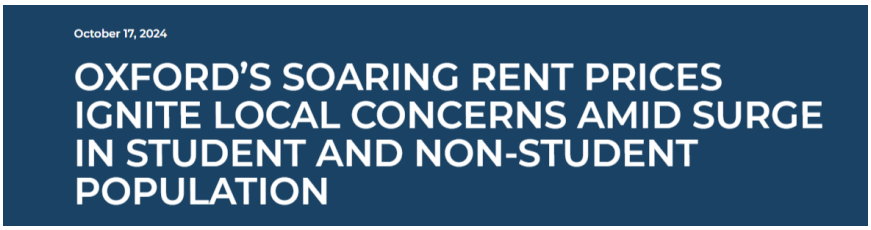
- **Recent Projects**: Developments like The Archive, The Julep, Marlowe Condos, Sole, and Village Station indicate a shift toward higher-density, mixed-use neighborhoods.

The property in question here, under its current zoning, literally outlaws attached dwellings – requiring detached homes only and requiring more trees to be cut and more land to be cleared to develop. 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.

- **Difference**: The neighborhood has transitioned from a low-density, semi-rural area to a vibrant, mixed-use hub with enhanced infrastructure and amenities, necessitating zoning that supports attached housing and higher density (NR) rather than detached-only, low-density development (SR).

3. **Housing Demand and Public Need**:
   - **Past Context**: At the time of the original zoning, Oxford's housing demand was less acute, and University of Mississippi enrollment growth was less aggressive.

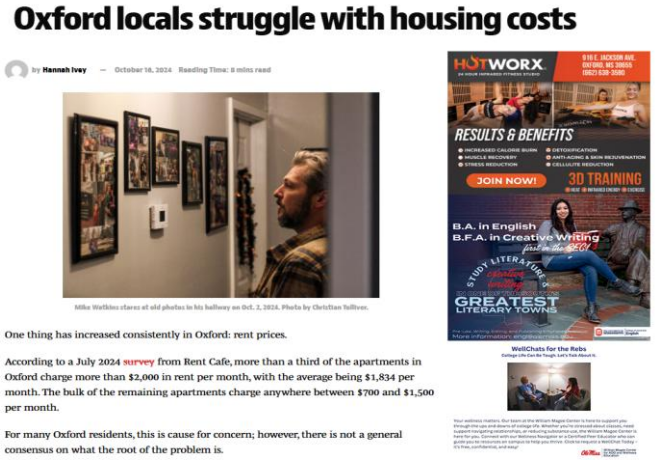
   - **Current Context**: The narrative highlights a housing crisis driven by:



     - University enrollment growth (3,000 additional students in the latest class, with a projected 30,000 students in 10 years).
     - Loss of housing stock (1,156 beds removed via University master leases, plus 540 beds from Kincannon Hall's demolition and 737 beds from Crosby Hall's upcoming closure).
     - Population growth (24% projected by 2030, following a 102% increase since 2000).
     - Rising home values (median over $300,000) and a rental housing shortage.

   - **Proposed Solution**: The requested NR zoning allows for attached housing (e.g., row houses) that can meet immediate rental needs (via a master lease end user) and convert to single-family homes in the future, unlike SR zoning, which restricts development to detached homes only.

- **Difference**: The property's current SR zoning does not address Oxford's housing crisis or support flexible, high-density development. The NR zoning aligns with the public need for diverse housing options to accommodate students, professionals, and families. Additionally, the SR Zoning is not large enough, on its own, to be developed and would create significant planning restraints given the NR nature of the surrounding properties.



Oxford locals struggle with housing costs

by Hannah Ivey — October 16, 2024 Reading Time: 8 mins read

Mike Watkins stares at old photos in his hallway on Oct. 2, 2024. Photo by Christian Sullivan.

One thing has increased consistently in Oxford: rent prices.

According to a July 2024 survey from Rent Cafe, more than a third of the apartments in Oxford charge more than $2,000 in rent per month, with the average being $1,834 per month. The bulk of the remaining apartments charge anywhere between $700 and $1,500 per month.

For many Oxford residents, this is cause for concern; however, there is not a general consensus on what the root of the problem is.

4. **Development Feasibility and Environmental Considerations**:

   - **Current Limitations**: SR zoning requires detached homes, necessitating more land clearing and grading, which could disrupt the property's slopes and tree canopy.

   - **Proposed Benefits**: NR zoning allows attached units, reducing the need for extensive land disturbance and enabling development that preserves greenspaces and uses existing topography. The narrative emphasizes compliance with Oxford's tree mitigation and environmental ordinances.

   - **Difference**: The rezoning shifts the development approach from a resource-intensive, low-density model to a sustainable, higher-density model that better preserves environmental features while meeting housing needs.

February 20, 2025

OXFORD STUDENTS FACE HOUSING CHALLENGES AMID RISING ENROLLMENT

5. **Alignment with Comprehensive Plan**:

   - **Past Plan**: The original zoning and "PUD" were not fully aligned with Oxford's Vision 2037 Comprehensive Plan, which emphasizes TND principles like walkability, connectivity, and mixed-use development.
   - **Current Alignment**: The proposed NR zoning supports TND goals by enabling higher-density residential development near commercial amenities (e.g., Sullivan's Marketplace, 2 minutes away) and infrastructure (e.g., Molly Barr

roundabout). It facilitates connectivity to Rowandale, public streets, sidewalks, and amenities like pools and pickleball courts.

- **Difference**: The current SR zoning is inconsistent with the Comprehensive Plan's vision, while NR zoning ensures the property contributes to Oxford's sustainable, connected growth strategy.

Connection to Rezoning Justifications

The differences outlined above directly tie to the rezoning justifications provided in both the application, questions and community input and support:

- **Changes in Neighborhood Character**: The narrative and prior input highlight the dissolution of the Blackberry Hills "PUD", new developments (e.g., Colonnade, Rowandale, The Lamar, the Bluffs, Chickasaw Creek Condominiums), and infrastructure improvements (e.g., Molly Barr and Chickasaw roundabouts), which have transformed the area into a higher-density, mixed-use hub. NR zoning reflects this evolution, unlike the outdated SR zoning.

- **Public Need**: The housing crisis, driven by University growth and population increases, underscores the need for NR zoning to allow flexible, high-density housing. The narrative's mention of a master lease end user aligns with the immediate demand for rental housing.

- **Anomaly**: The SR zoning is an anomaly, as the property is surrounded by NR-zoned parcels. The narrative notes this as potential "spot zoning," and at a minimum a zoning map problem created by the misunderstanding of the PUD regime across all 200 original acres. Rezoning to NR corrects this misalignment, ensuring consistency with adjacent properties and the TND vision, especially in light of recent adjoining property Planning Commission Recommendations.

- **Legal and Planning Compliance**: The rezoning meets Mississippi's "change and mistake" rule, as the neighborhood's character has evolved significantly since the SR designation. Oxford's ordinances and Vision 2037 Comprehensive Plan further support NR zoning as a means to achieve sustainable growth.

University housing adapts to increase in student population

by Kharley Redmon — August 25, 2024 Reading Time: 7 mins read

The UM student move in team helps parents and students unload vehicles outside of HC South on Aug 15.

Photo by Mavis Ramirez.

Three consecutive years of record-breaking freshman classes has caused the University of Mississippi to expand housing options and has created uncertainty for students as they sit on housing waitlists and struggle to find off-campus accommodations.

When Assistant Vice Chancellor and Director of Student Housing John Yaun joined the university in 2019, there was a strategic plan for student housing.

"Because of all the changes, much of that strategic plan is almost obsolete or not

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WellChats for the Rebs

Legal and Administrative Criteria

Change and Mistake Rule

The rezoning meets the legal standards required by Mississippi's rezoning laws. The impact of Highland Square becoming Rowandale (NR Development) and being sold into separate fee simple structures; the development of North Lamar and the Lamar mixed use; the significant pending development of the other sites front Christman and Molly Barr, including, but not limited to Chickasaw Creek Condominium (NR Development), reduction and partial dissolution of the Blackberry Hills "PUD" and the subsequent changes in surrounding developments demonstrate that the neighborhood character has evolved significantly since the most recent zoning designations. This justifies rezoning the property from Suburban Residential (SR) to Neighborhood Residential (NR), ensuring that the property is developed in line with current conditions and future growth expectations.

Compliance with City Ordinances

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.

Further, 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. If that is the case for even more NR parcels with NR and higher density developments can be found with even LESS SR designation. This is just not an SR area anymore and will not be developed to be one based on projects proposed next door that are in the pipeline.

Summary

The graphic depiction of the ½ acre parcel has changed from an undeveloped, low-density-zoned property in a semi-rural context to a site primed for higher-density development within a dynamic, mixed-use neighborhood. The proposed NR zoning:

- Replaces an outdated SR zoning and questionable "PUD" designation.
- Aligns with surrounding NR properties and recent developments like Colonnade, the Lamar, the Bluffs, Rowandale and Chickasaw Creek Condominium.
- Addresses Oxford's housing crisis by enabling attached housing for immediate rental needs and future single-family use.
- Supports sustainable development by minimizing environmental impact.
- Conforms to Vision 2037's TND goals for walkable, connected communities.
- **Traffic Impact**: The narrative confirms that NR zoning will not significantly increase traffic, as new infrastructure (e.g., Molly Barr roundabout) and route preferences (e.g., State Route 7 for northern travel) mitigate congestion risks.
- **Legal Clarity**: Blackberry Hills PUD's lack of formal documentation strengthens the case for rezoning, as it removes ambiguity and aligns with current planning standards.

FILED
STATE OF MISSISSIPPI
COUNTY

2007 MAY -8 AM 10:52

CHANCERY CLERK

BY DC

Chancery Clerk
Lafayette County, Mississippi
I certify the instrument
was recorded on
MAY 9 2007 10:17:57AM
Instrument 200704529 Page 1 of 2
Witness my hand and seal
_____ D.C.
Sherry Wall

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **TEN and No/100ths ($10.00) DOLLARS**, cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **ALUMNI PROPERTIES, LLC, an Alabama Limited Liability Company**, does hereby grant, bargain, sell, convey and warrant unto

DENNIS R. FITTS and wife, BETH L. FITTS,
as joint tenants with full rights of survivorship,
and not as tenants in common,

that certain real property, and all appurtenances thereto, lying situate in Lafayette County, Mississippi, particularly described as follows:

A 0.438 acre, more or less, fraction of the Northeast Quarter of Section 16, Township 8 South, Range 3 West, Lafayette County, Mississippi, being more particularly described as follows:

Commencing at a rebar in a ditch on the West line of Lafayette County Road No. 174, located 970.93 feet South and 888.29 feet West of the Northeast Corner of Section 16, Township 8 South, Range 3 West, run along the ditch the following: North 72°16'10" West a distance of 265.34 feet; thence North 00°22'59" East a distance of 84.33 feet; thence North 53°44'44" West a distance of 232.57 feet to the Point of Beginning.

From said Point of Beginning, run thence South 80°13'44" West a distance of 40.68 feet along the ditch; run thence North 59°44'04" West a distance of 43.73 feet along the ditch; run thence, leaving said ditch, North 33°39'11" East a distance of 139.24 feet; run thence North 67°32'48" East a distance of 92.60 feet; run thence South 30°56'46" East a distance of 98.70 feet; run thence South 58°55'10" West a distance of 158.37 feet along the existing Fitts property line to the Point of Beginning.

Ad Valorem taxes for calendar year 2007 shall be borne in full by the Grantor.

The warranty herein contained is subject to, and there is excepted therefrom, any coal, oil, gas or other mineral interests attendant to the subject real property that may have been retained or conveyed by the Grantor's predecessors in title.

WITNESS THE EXECUTION of this instrument on this, the _____ day of April, 2007.

ALUMNI PROPERTIES, LLC,
an Alabama Limited
Liability Company

By: _____
DWIGHT T. BROWN
Member/Manager

STATE OF GEORGIA

COUNTY OF COBB

THIS DAY PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named **DWIGHT T. BROWN**, in his capacity of Member/Manager of **ALUMNI PROPERTIES, LLC, an Alabama Limited Liability Company**, who acknowledged that in such capacity he signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned, for and on behalf of said limited liability company and as its act and deed, having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this, the 30th day of April, 2007.

_____
NOTARY PUBLIC

PEGGY LEDFORD NOTARY PUBLIC COBB COUNTY EXPIRES GEORGIA APRIL 10, 2010

My Commission Expires:
April 10, 2010

ADDRESSES:

Grantees:
P. O. Box 1
Oxford, Mississippi 38655
(662) 234-2244 (h)

Grantor:
2006 Executive Park Dr., Ste
Opelika, Alabama 36801
(334) 742-0809

This instrument prepared by:

William T. Sloan, Lawyer

Mississippi State Bar No. 6845
P. O. Box 913, 1130 North Lamar
Oxford, Mississippi 38655

(662) 234-1667

OXFORD
PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Aldermen

From: Ben Requet, AICP, Planning Director

Date: September 2, 2025

Re: Second Reading and Public Hearing of a Zoning Map Amendment request (Case #3255) by Andy Callicutt, to amend the Blackberry Hills Planned Unit Development for property located on Northwood Trails & Christman Road. (PPIN #4975, #5004, #5047, #26268 & #30362)

Request: This is a request for a Zoning Map Amendment to amend the Blackberry Hills Planned Unit Development. At the August 11, 2025, Planning Commission meeting, after determining that there was sufficient change in the character of the neighborhood and that there was a public need, Commissioner Latimer made a motion to recommend approval of the requested rezoning to the Mayor and Aldermen that was seconded by Commissioner Murphy. The motion carried with a unanimous vote 6-0 vote. Therefore, the Commission recommended approval of the requested rezoning.

The Blackberry Hills Planned Unit Development (PUD) received its initial approval in October 2005, was annexed into the City of Oxford in 2006, and underwent an amendment in April 2012. Development to date has focused primarily on residential uses, though the plan also designates certain areas for mixed-use purposes. Substantial progress has been made along Molly Barr Road and adjacent northern sections, featuring a combination of attached and detached homes in both cottage and townhouse designs. In contrast, the southwestern sections of the property remain largely undeveloped. The zoning established for this PUD aligns with the approved plat, supporting a blend of residential options and commercial mixed-use spaces.

In 2012, only approximately 39 residential structures were constructed in the Grove Hill Condominium development on property then owned by Alumni Properties, and a new developer, Chance Properties, approached the City to not only amend the Alumni Properties portion of the Blackberry Hills PUD, but to also add an additional 20 acres on the north side of the original PUD. The proposed modification introduced changes to the PUD plan that enabled the Highland Square Development, encompassing all existing development in the area. This includes additional detached homes, duplexes, townhomes, and multi-family residences, some of which incorporate commercial mixed-use spaces. In 2022, the Rowandale Residential Common Interest Development (RCID) was established. Many of the homes, previously leased by a single entity, were sold individually.

At the July 2025 Planning Commission meeting, the Planning Commission recommended approval of a rezoning for 10 acres east of this property (Case #3244), and a rezoning (Case #3245) to remove the same 10 acres, plus all of the Rowandale property from the Blackberry Hills PUD.

In this request, the applicant is seeking a Zoning Map Amendment to establish a new vision for the remaining +/- 193 acres of the Blackberry Hills PUD. While the underlying zoning remains unchanged, this proposal provides the elements of a PUD that are required in the Land Development Code.

The PUD plan indicates five areas.

- **Area 1** (indicated in light pink on the plan.) measures approximately 1.60 acres with all development being consistent with the Traditional Neighborhood Business standards. This area is located at the entry into the development on Blackberry Hills Parkway, with frontage on Molly Barr Road.

- **Area 2** (indicated in yellow on the plan.) consists of two tracts that are split by a primary road through the development. This area measures approximately 26 acres with all development being consistent with the Suburban Multi-Family standards. This area is located at the entry to the development in the southeast quadrant of the property.

- **Area 3** (indicated in fuchsia on the plan.) consists of four tracts that are split by a primary road and open space in the development. This area measures approximately 141 acres with all development being consistent with the Neighborhood Residential standards. This area encompasses the majority of the development and is located in the center and northern parts of the property.

- **Area 4** (indicated in green on the plan.) consists of three tracts measuring approximately 17.5 acres intended to be used for open space, recreational, pedestrian and cycling facilities and stormwater detention.

- **Area 5** (indicated in gray on the plan.) consists of the public road infrastructure intended for the site. Roads are planned to connect to Blackberry Hills Parkway, Ironwood Lane, and to Dooley Road on the northern portion of the site.

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.

Lack of Clarity in the Original PUD
A key driver behind this modification is the lack of specificity and clarity in the original 2005 PUD documents. The initial approval included only limited information regarding architectural standards, site layout, land use relationships, and pedestrian circulation. As a result, subsequent development within the PUD area occurred without a consistent or enforceable framework, leading to fragmented design outcomes and confusion regarding long-term planning intent. The absence of defined development guidelines has made it challenging for the City to apply uniform standards and for stakeholders to understand what future phases of the project should look like.

This proposed PUD modification addresses those deficiencies by establishing clear and enforceable development standards. These include detailed guidance on permitted uses, building placement, architectural elements, open space integration, and connectivity requirements. The intent is to create a transparent and predictable development process that provides both flexibility and structure as the project continues to build out.

Contextual Changes in the Neighborhood
Since the original approval of the Blackberry Hills PUD in 2005, the surrounding area has undergone significant transformation. The Rowandale development, initially envisioned as part of the PUD, has evolved into a separate condominium association with its own identity, governance, and design guidelines. South of the site, the construction of The Lamar, a mixed-use residential and commercial development, has added density and urban character to the Molly Barr corridor. Infrastructure improvements by the City—including the construction of two modern roundabouts along Molly Barr Road—will significantly enhance traffic flow and safety while supporting the corridor's transition into a key connector within the City's transportation network.

Purpose of the PUD Modification
The proposed PUD modification is intended to bring the revised development into full compliance with the current Land Development Code and to clearly establish updated development parameters for future phases. It introduces modern planning standards for site design, building orientation, open space, multimodal transportation, and architectural character, ensuring clarity and consistency for city officials, developers, and community members.

Vision for the Updated PUD
The revised Blackberry Hills PUD envisions a thoughtfully planned, walkable, and connected community that blends residential, commercial, and mixed-use development. Land uses are intentionally arranged to foster internal connectivity, minimize vehicle dependence, and promote neighborhood-scale amenities. Enhanced pedestrian infrastructure—including widened sidewalks, greenways, and bicycle routes—will support active transportation and increase accessibility.

These improvements align directly with the City of Oxford's Comprehensive Plan and reflect the City's long-term goals of sustainable growth, connectivity, and quality placemaking. The updated PUD provides a clear, adaptable framework that supports the evolving needs of the Oxford community while enhancing the character and cohesion of the surrounding neighborhood.

Mistake:
There is not a mistake in this instance.

Additional Staff Comments:
During the Comprehensive rezoning in 2017, Staff met with one of the owners of the Blackberry Hills PUD about removing the PUD designation due to inactivity of the development and due to the lack of detailed information to facilitate the development of the PUD. While the owner was receptive to the conversation, ultimately it was determined by the owners of the property to keep the PUD in place. Staff evaluated the proposed uses in the PUD plan and assigned land uses it felt most appropriate and consistent with the proposed Land Development Code.

Blackberry Hills is one of Oxford's earliest PUDs. Since the initial approval of this PUD in 2005, Oxford's Land Development Code has become more sophisticated, especially with respect to PUDs. Staff believes that the information provided with the Blackberry Hills PUD, as approved and amended, lacks critical information necessary for it to develop. Staff has met with many developers interested in Blackberry Hills but the lack of information has proven to be a continued barrier with its development. Ultimately, this is a primary reason Staff proposed removing the PUD designation to one of the owners in 2017.

The proposed changes will facilitate the development of this property more consistent with the current Land Development Code. The proposal establishes the uses, bulk requirements, lot coverage, design standards, access and circulation, landscaping and screening, signage, utilities (electric, sanitary sewer and water), and stormwater management for development in the proposed five areas are to be consistent with the Land Development Code. The application also provides a *Project Schedule* for the PUD. Construction of Areas 2, 3 & 5 are to commence in 2025 (pending site plan and subdivision approvals), while Area 1 will commence in 2026. The anticipated date of completion for the full build-out of the PUD is 2035.

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

Planning Commission Meeting (August 11, 2025)

A link to the recording of the August 11th, 2025, Planning Commission meeting is provided below. As this meeting was held on Tuesday, the draft minutes are still in production.

Case #3255 – Blackberry Hills Callicutt Rezoning (This item should begin at 42:41)

Planning Commission Recommendation:

At the August 11, 2025, Planning Commission meeting, after determining that there was sufficient change in the character of the neighborhood and that there was a public need, Commissioner Latimer made a motion to recommend approval of the requested rezoning to the Mayor and Aldermen that was seconded by Commissioner Murphy. The motion carried with a unanimous vote 6-0 vote.

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

OXFORD
PLANNING
DEPARTMENT

Case 3255

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

Applicant: Andy Callicutt
Owner: Same
Request: Zoning Map Amendment to Amend the Blackberry Hills PUD
Location: Northwood Trails & Christman Road (PPIN #4975, #5004, #5047, #26268 & #30362)
Zoning: PUD - Planned Unit Development; underlying zoning (SR) Suburban Residential

Surrounding Zoning:
North: County A1
East: (NR) Neighborhood Residential
South (INST) Institutional-Education
West (INST) Institutional-Public Open Space

Case History: Case #1634 – PUD Amendment – April 2012
Case #1253 – Site Plan Approval – November 2005
Case #1236 – Special Exception, Allowed PUD – October 2005

Planning Comments: The Blackberry Hills Planned Unit Development (PUD) received its initial approval in October 2005, was annexed into the City of Oxford in 2006, and underwent an amendment in April 2012. Development to date has focused primarily on residential uses, though the plan also designates certain areas for mixed-use purposes. Substantial progress has been made along Molly Barr Road and adjacent northern sections, featuring a combination of attached and detached homes in both cottage and townhouse designs. In contrast, the southwestern sections of the property remain largely undeveloped. The zoning established for this PUD aligns with the approved plat, supporting a blend of residential options and commercial mixed-use spaces.

In 2012, only approximately 39 residential structures were constructed in the Grove Hill Condominium development on property then owned by Alumni Properties, and a new developer, Chance Properties, approached the City to not only amend the Alumni Properties portion of the

Blackberry Hills PUD, but to also add an additional 20 acres on the north side of the original PUD. The proposed modification introduced changes to the PUD plan that enabled the Highland Square Development, encompassing all existing development in the area. This includes additional detached homes, duplexes, townhomes, and multi-family residences, some of which incorporate commercial mixed-use spaces. In 2022, the Rowandale Residential Common Interest Development (RCID) was established. Many of the homes, previously leased by a single entity, were sold individually.

At the July 2025 Planning Commission meeting, the Planning Commission recommended approval of a rezoning for 10 acres east of this property (Case #3244), and a rezoning (Case #3245) to remove the same 10 acres, plus all of the Rowandale property from the Blackberry Hills PUD.

In this request, the applicant is seeking a Zoning Map Amendment to establish a new vision for the remaining +/- 193 acres of the Blackberry Hills PUD. While the underlying zoning remains unchanged, this proposal provides the elements of a PUD that are required in the Land Development Code.

The PUD plan indicates five areas.

- **Area 1** (indicated in light pink on the plan.) measures approximately 1.60 acres with all development being consistent with the Traditional Neighborhood Business standards. This area is located at the entry into the development on Blackberry Hills Parkway, with frontage on Molly Barr Road.

- **Area 2** (indicated in yellow on the plan.) consists of two tracts that are split by a primary road through the development. This area measures approximately 26 acres with all development being consistent with the Suburban Multi-Family standards. This area is located at the entry to the development in the southeast quadrant of the property.

- **Area 3** (indicated in fuchsia on the plan.) consists of four tracts that are split by a primary road and open space in the development. This area measures approximately 141 acres with all development being consistent with the Neighborhood Residential standards. This area encompasses the majority of the development and is located in the center and northern parts of the property.

- **Area 4** (indicated in green on the plan.) consists of three tracts measuring approximately 17.5 acres intended to be used for open space, recreational, pedestrian and cycling facilities and stormwater detention.

- **Area 5** (indicated in gray on the plan.) consists of the public road infrastructure intended for the site. Roads are planned to connect to Blackberry Hills Parkway, Ironwood Lane, and to Dooley Road on the northern portion of the site.

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.

Lack of Clarity in the Original PUD
A key driver behind this modification is the lack of specificity and clarity in the original 2005 PUD documents. The initial approval included only limited information regarding architectural standards, site layout, land use relationships, and pedestrian circulation. As a result, subsequent development within the PUD area occurred without a consistent or enforceable framework, leading to fragmented design outcomes and confusion regarding long-term planning intent. The absence of defined development guidelines has made it challenging for the City to apply uniform standards and for stakeholders to understand what future phases of the project should look like.

This proposed PUD modification addresses those deficiencies by establishing clear and enforceable development standards. These include detailed guidance on permitted uses, building placement, architectural elements, open space integration, and connectivity requirements. The

intent is to create a transparent and predictable development process that provides both flexibility and structure as the project continues to build out.

Contextual Changes in the Neighborhood
Since the original approval of the Blackberry Hills PUD in 2005, the surrounding area has undergone significant transformation. The Rowandale development, initially envisioned as part of the PUD, has evolved into a separate condominium association with its own identity, governance, and design guidelines. South of the site, the construction of The Lamar, a mixed-use residential and commercial development, has added density and urban character to the Molly Barr corridor. Infrastructure improvements by the City—including the construction of two modern roundabouts along Molly Barr Road—will significantly enhance traffic flow and safety while supporting the corridor's transition into a key connector within the City's transportation network.

Purpose of the PUD Modification
The proposed PUD modification is intended to bring the revised development into full compliance with the current Land Development Code and to clearly establish updated development parameters for future phases. It introduces modern planning standards for site design, building orientation, open space, multimodal transportation, and architectural character, ensuring clarity and consistency for city officials, developers, and community members.

Vision for the Updated PUD
The revised Blackberry Hills PUD envisions a thoughtfully planned, walkable, and connected community that blends residential, commercial, and mixed-use development. Land uses are intentionally arranged to foster internal connectivity, minimize vehicle dependence, and promote neighborhood-scale amenities. Enhanced pedestrian infrastructure—including widened sidewalks, greenways, and bicycle routes—will support active transportation and increase accessibility.

These improvements align directly with the City of Oxford's Comprehensive Plan and reflect the City's long-term goals of sustainable growth, connectivity, and quality placemaking. The updated PUD provides a clear, adaptable framework that supports the evolving needs of the Oxford community while enhancing the character and cohesion of the surrounding neighborhood.

Mistake:
There is no mistake indicated in this application.

Additional Staff Comments:

During the Comprehensive rezoning in 2017, Staff met with one of the owners of the Blackberry Hills PUD about removing the PUD designation due to inactivity of the development and due to the lack of detailed information to facilitate the development of the PUD. While the owner was receptive to the conversation, ultimately it was determined by the owners of the property to

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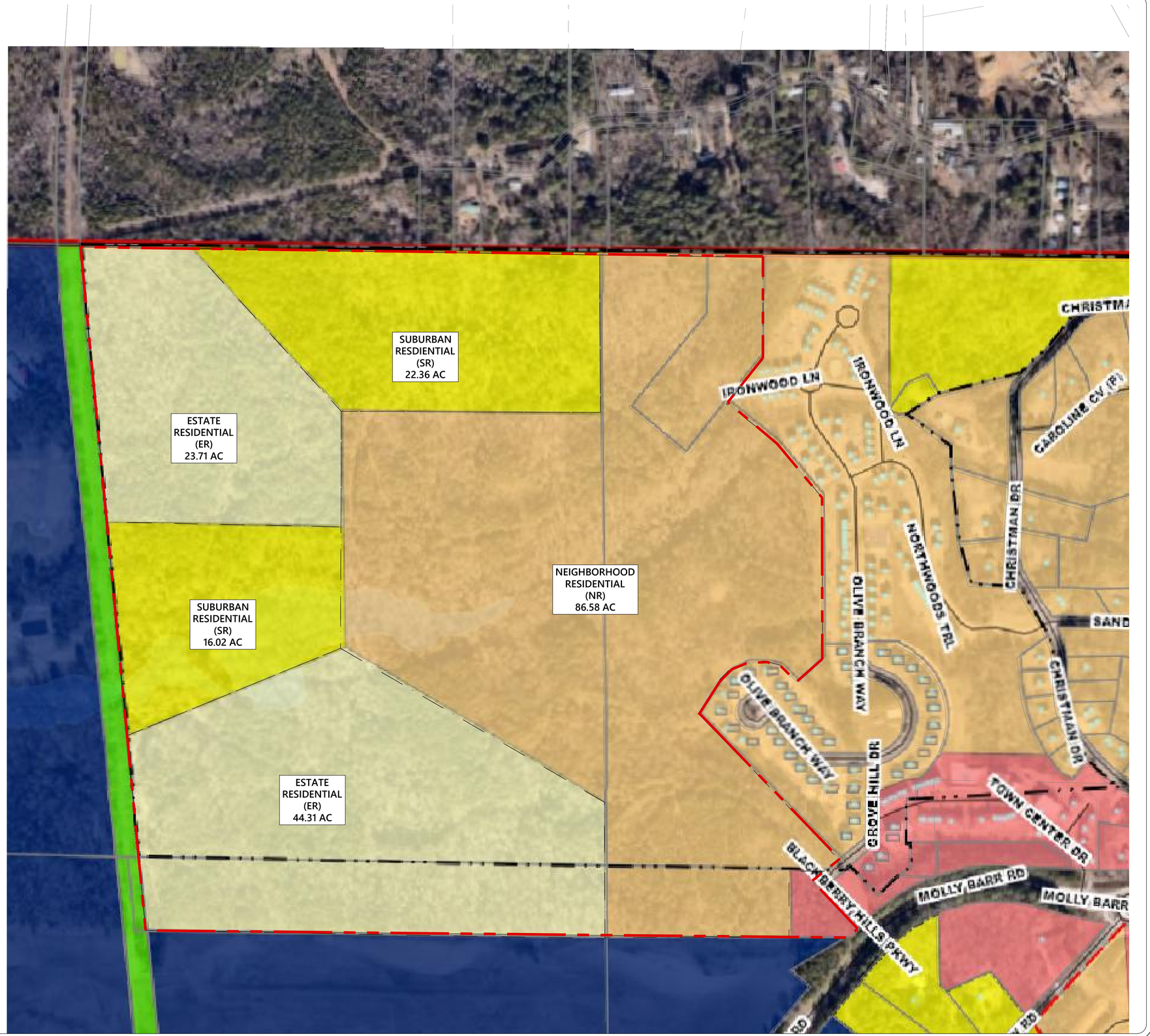
Recommendation: The Commission will have to determine if the proposal is a desirable change. Staff believes that there is sufficient evidence of change and need to support the rezoning of this property as requested.

SITE DATA TABLE

PROPERTY AREA: 192.98 AC

CURRENT ZONING:

NR - 86.58 AC
SR - 38.38 AC
ER - 68.02 AC



NORTH

200 0 200 400

SCALE: 1" = 200'

JM ENGINEERING AND DESIGN, LLC
OXFORD, MS
(662) 801-8803

CURRENT ZONING

BLACKBERRY HILLS
ZONING CHANGE REQUEST

CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY	JRM
CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	06/01/2024
SCALE	1" = 200'
REVISION	

C-100

Blackberry Hills original PUD layout density table

These are all legacy zoning district classifications from Oxford's previous Land Development Code

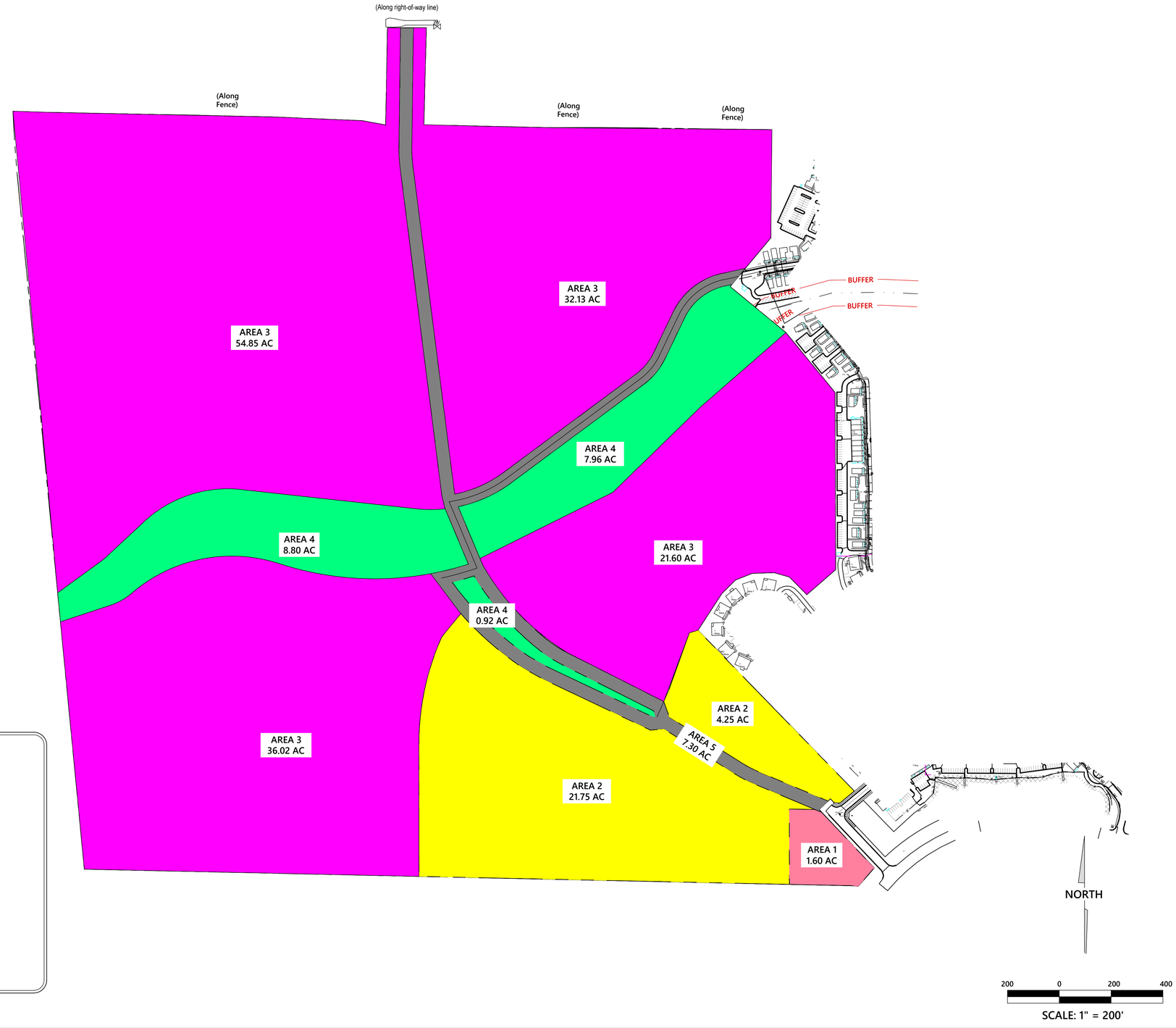
PRELIMINARY SITE DATA DEVELOPMENT SUMMARY

TRACT TYPE		ACREAGE +/–	LOT QTY+/–
OPEN SPACE/GREENBELT		45 ACRES	
TRACT 1	R–1A	40 ACRES	140 LOTS
TRACT 2	R–1A	16 ACRES	56 LOTS
TRACT 3	MIXED USE	28 ACRES	DENSITY TO VARY
TRACT 4	C–E	20 ACRES	10–20 LOTS
TRACT 5	R–E	36 ACRES	65–140 LOTS
TRACT 6	R–1A	9 ACRES	25–45 LOTS
TRACT 7	R–E	18 ACRES	30 LOTS
TRACT 8	C–E	15 ACRES	13 LOTS
TRACT 9	VILLA CLUSTER	22 ACRES	220–300 UNITS
TRACT 10	VILLA CLUSTER	5 ACRES	10–70 UNITS
TRACT 11	R–E	8 ACRES	16–30 LOTS

LOT TYPE, SIZES, ACREAGE USES AND QUANTITIES ARE PRELIMINARY AND INTENDED TO BE USED AS A GUIDE FOR REVIEW DEVELOPMENT INTENT AND CHARACTER.

Tracts 1 (R-1A), 2 (R-1A), and 11 (R-E) were a part of Grove Hill, accounting for 212-230 Lots. All of those zoning classifications being single-family would equate to the same number of dwelling units.

Tract 3 – Mixed Use allowed uses including Multi-Family Residential – just not exclusively Multi-Family – 28 Acres. Usually, it would be a combination of neighborhood Commercial and Multi-Family.
Tracts 4 & 8 – C-E=Country Estate; minimum lot size of 1-acre
Tracts 5 & 7 – R-E=Residential Estate: minimum lot area of 15,000 square feet
R-A=Single-Family: minimum lot area of 9,500 square feet
Tract 6 – R-1A=Single-Family: minimum lot area of 7,500 square feet
Tracts 9 & 10 – "Villa Cluster" (a concept rather than zoning classification) intended to allow 230-370 dwelling units (a density of up to 13.7 DUs per acre)



SITE DATA TABLE

PROPERTY AREA: 193.87 AC

PROPOSED PUD AREA:

	LOCATION	LAND USE	ACREAGE
	AREA 1	TRADITIONAL NEIGHBORHOOD BUSINESS	1.60
	AREA 2	SUBURBAN MULTI-FAMILY	26.00
	AREA 3	NEIGHBORHOOD RESIDENTIAL	141.29
	AREA 4	OPEN SPACE	17.68
	AREA 5	ACCESS ROAD RIGHT-OF-WAY	7.30

JM ENGINEERING AND DESIGN, LLC
OXFORD, MS
(662) 801-8803

SITE DEVELOPMENT PLAN

BLACKBERRY HILLS PUD MODIFICATION

BLACKBERRY HILLS PKWY

CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY	JRM
CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	06/01/2025
SCALE	
REVISION	

C-100

I. General Statement

Blackberry Hills PUD is a 193.87-acre Planned Unit Development that provides a combination of shopping, retail, and residential housing serving north Oxford. The development is located adjacent to and west of the Rowandale community on the north side of Molly Barr Road.

The existing Blackberry Hills Planned Unit Development (PUD), originally established in 2005, was approved under a prior version of the City of Oxford's Land Development Code. As such, it no longer conforms to current development standards and policies. In 2024, the property changed ownership, prompting a renewed interest in revitalizing the vision for the project in a manner consistent with the City's updated regulations and community planning goals. Additionally, in August 2025, a 10-acre portion of the original PUD was removed by formal amendment, reducing the total acreage and providing an opportunity to re-evaluate and refine the development's future direction.

Lack of Clarity in the Original PUD

A key driver behind this modification is the lack of specificity and clarity in the original 2005 PUD documents. The initial approval included only limited information regarding architectural standards, site layout, land use relationships, and pedestrian circulation. As a result, subsequent development within the PUD area occurred without a consistent or enforceable framework, leading to fragmented design outcomes and confusion regarding long-term planning intent. The absence of defined development guidelines has made it challenging for the City to apply uniform standards and for stakeholders to understand what future phases of the project should look like.

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These improvements align directly with the City of Oxford's Comprehensive Plan and reflect the City's long-term goals of sustainable growth, connectivity, and quality placemaking. The updated PUD provides a clear, adaptable framework that supports the

evolving needs of the Oxford community while enhancing the character and cohesion of the surrounding neighborhood.

Designated Areas:

- **Area 1 (1.60 acres)** – TNB (Traditional Neighborhood Business)
- **Area 2 (26.00 acres)** – SMR (Suburban Multi-Family Residential)
- **Area 3 (141.29 acres)** – NR (Neighborhood Residential)
- **Area 4 (17.68 acres)** – Green Space / Stormwater Detention with a walking trail
- **Area 5 (7.30 acres)** – Access Road Right-of-Way

II. Master Plan General Guidelines

A. Unified mixed-use Community PUD per Land Development Code.
B. Common open spaces will include pedestrian systems to encourage usage.
C. Development will complement surrounding land uses and encourage high-quality adjacent development.

III. Uses Permitted

- **Area 1:** Commercial, professional offices, and mixed-use residential (TNB zoning).
- **Area 2:** Multi-family housing (SMF zoning).
- **Area 3:** Residential, including detached/attached dwellings; excludes high-density multi-family (NR zoning).
- **Area 4:** Recreational, stormwater detention, bike paths, walking trails (Open Space designation).
- **Area 5:** Public infrastructure/utilities as governed by the City of Oxford.

IV. Bulk Requirements

A. Maximum Gross Densities:

Area	*Acreage*	*FAR*	*Max Density*
1 (TNB)	1.60	2.5	39 Bedrooms/Acre
2 (SMF)	26.00	None	52 Bedrooms/Acre
3 (NR)	141.29	None	9 Dwelling Units/Acre
4 (Open Space)	17.68	None	N/A
5 (ROW)	7.30	None	N/A

B. Minimum Lot Sizes:

- Area 1: None
- Area 2: SFD – 5,000 SF; SFA – 7,500 SF
- Area 3: SFD – 5,000 SF; SFA – 10,000 SF; Triplex – 12,000 SF; Quadplex – 15,000 SF
- Area 4: 1.44 acres
- Area 5: None

C. Maximum Heights:

- Area 1 (TNB): 40', max 3 stories
- Area 2 (SMF): 40', max 3 stories
- Area 3 (NR): 38', max 2 stories
- Area 4: 25'
- Area 5: None

D. Building Setbacks:

Setback	*Area 1*	*Area 2*	*Area 3*	*Area 4*	*Area 5*
Front	0’–58’	10’–60’	10’–20’	N/A	N/A
Side	10’	10’–25’	0’–10’	N/A	N/A
Rear	25’	25’–30’	25’–30’	N/A	N/A

E. Maximum Impervious Coverage:

- Area 1 (TNB): 80%
- Area 2 (SMF): 65%
- Area 3 (NR): 60%
- Area 4 (Open Space): 10%
- Area 5 (ROW): None

V. Design Standards

All design standards not addressed in the PUD shall follow the City of Oxford’s Land Development Code.

VI. Access and Circulation

A. Area 5 dedicates 7.30 acres for ROW per Land Development Code.

B. All public improvements shall meet City specifications and Sheet 3 of the Site Development Plan.

C. Private/service drives must meet City standards.

D. Street lighting must meet City standards; developer may propose alternatives.

E. Sidewalks are required.

F. Street geometry must comply with City standards.

VII. Landscaping, Screening, and Open Space

A. Minimum open space: 15% of total site area.

Area	*Acreage*	*Required Open Space*	*Provided Open Space*
1	1.60	6,970 SF (10%)	-
2	26.00	169,884 SF (15%)	-
3	141.29	2,461,871 SF (40%)	-
4	17.68	100%	770,141 SF
5	7.30	None	-
Total	-	1,266,747 SF (15%)	3,408,866 SF (40.4%)

B. Area 1 shall provide usable open space for commercial developments.

C. Landscaping, screening, and tree preservation per Land Development Code.

D. Refuse/loading areas must be screened.

E. Street lighting shall be consistent and meet Code.

F. Construction must follow erosion/sediment control guidelines.

G. Walking trails in Area 4 will preserve natural vegetation.

H. Area 4 shall be maintained by a Property Owner's Association established prior to final plat approval.

VIII. Signs

A. A sign policy shall be submitted and approved by the Planning Commission.

B. Locations of signage will be reviewed in future site plans.

IX. Sanitary Sewer

A. Developer will provide all sanitary sewer per Code and Public Works specs.

B. Sizes to be determined during subdivision/site plan review.

C. State approvals are required.

X. Water Supply

A. Developer to provide all water infrastructure per Code.

B. Fire protection systems must meet IFC and City standards.

XI. Stormwater Management

A. All impervious development must meet stormwater ordinance.

B. Materials must meet State and City standards.

C. Regional and site-specific stormwater systems will be used.

- **Area 1 & 2:** Maintained by respective developers.
- **Area 3:** Maintained by HOA.
- **Dissolution:** Open space becomes tenant-in-common ownership among property owners.

XII. Electric Service

All areas to be served by Oxford Electrical Department; developer responsible for costs.

XIII. Modifications

Planning Commission and/or Board of Aldermen may approve equivalent alternatives to PUD requirements.

XIV. Project Schedule

Area	***Description***	***Timeline***
Area 5	Streets, drainage, infrastructure	Fall 2025 – Spring 2026
Area 2	Stormwater facility, trail, landscaping	Fall 2025 – Spring 2026
Area 1	Commercial, mixed-use	Begin 2026
Area 3	Residential	Late 2025

Estimated full build-out: **2035**

XV. Land Development Code Compliance

This PUD shall conform to the most current Land Development Code unless specifically modified.

XVI. Legal Description

Description Tract 1: A tract of land being a fraction of Section 16 and the Southwest Quarter (SW 1/4) of Section 9, Township 8 South, Range 3 West, Lafayette County, Mississippi; being described in more detail as follows:

Commencing at a cotton picker spindle found marking the Northeast corner of Section 16, Township 8 South, Range 3 West, Lafayette County, Mississippi; run thence N 89°45'04" W for a distance of 1,946.13 feet to a 1/2" rebar found marking the Northwest corner of Rowendale, A Condominium, said rebar being the Point of Beginning of this description; run thence along the West line of Rowendale, A Condominium as follows: S 00° 05' 55" E for a distance of 417.31 feet to a 1/2" rebar found; run thence S 39° 27' 52" W for a distance of 245.39 feet to a 1/2" rebar found; run thence S 50° 54' 37" E for a distance of 278.94 feet to a 1/2" rebar found; run thence S 39° 45' 06" E for a distance of 298.71 feet to a 1/2" rebar found; run thence S 00° 34' 43" E for a distance of 684.03 feet to a 1/2" rebar found; run thence S 48° 36' 25" W for a distance of 147.06 feet to a 1/2" rebar found; run thence N 45° 02' 55" W for a distance of 96.27 feet to a 1/2" rebar found; run thence N 74° 32' 52" W for a distance of 60.67 feet to a 1/2" rebar found; run thence S 87° 47' 44" W for a distance of 84.37 feet to a 1/2" rebar found; run thence S 68° 11' 59" W for a distance of 69.82 feet to a 1/2" rebar found; run thence S 44° 54' 53" W for a distance of 73.43 feet to a 1/2" rebar found; run thence S 32° 42' 03" W for a distance of 169.86 feet to a 1/2" rebar found; run thence S 44° 34' 09" E for a distance of 865.73 feet to a 1/2" rebar found on the North right-of-way line of Grove Hill drive (25.00 feet from centerline); run thence S 49° 58' 16" W along said North line for a distance of 72.81 feet to a 1/2" rebar set (25.00 feet from centerline); run thence N 85° 02' 36" W leaving said North line and along a right-of-way line flare for a distance of 22.41 feet to a 1/2" rebar set on the East right-of-way line of Blackberry Hills Parkway(30.00 feet from centerline); run thence along the East, North, and West right-of-way line of Blackberry Hills Parkway as follows: N 44° 03' 52" W for a distance of 20.12 feet to a 1/2" rebar set (30.00 feet from centerline extension); run thence

S 46° 14' 03" W for a distance of 60.00 feet to a 1/2" rebar set (30.00 feet from centerline extension); run thence S 43° 44' 09" E for a distance of 310.16 feet to a 1/2" rebar set at the intersection of the East right-of-way line of Blackberry Hills Parkway and The North right-of-way line of Molly Bar Road(30.00 feet from centerline Blackberry Hills Parkway and 76.17 feet form centerline of Molly Bar Road), said rebar also being at the beginning of a circular curve to the left; run thence leaving said West right-of-way line and along said North right-of-way line as follows: along said curve having an arc length of 34.88 feet, a chord bearing of S 40° 32' 41" W, a chord length of 34.88 feet, and a radius of 791.20 feet to a 6" x 6" concrete right-of-way marker found (75.46 feet from centerline); run thence S 40° 49' 05" W for a distance of 58.66 feet to a 1/2" rebar found (74.55 feet from centerline); run thence N 86°19'59" W for a distance of 25.48 feet to a 1 1/2" iron pipe found;run thence N 89° 08' 52" W leaving said right-of-way line and partially along the North side of a chain link fence line for a distance of 2,962.36 feet to a 1/2" rebar set on the East right-of-way line of Mississippi Central Railroad Company, passing the beginning of said fence line 2,732.13 feet back and leaving said fence line 92.94 feet back; run thence along said East right-of-way line as follows; N 05° 54' 15" W for a distance of 2,692.17 feet to a 1/2" rebar found at the beginning of a circular curve to the right; run thence along said curve having an arc length of 245.80 feet, a chord bearing of N 04° 14' 36" W, a chord length of 245.78 feet, and a radius of 5,033.42 feet to a 1/2"

THE CITY OF
OXFORD

MEMORANDUM

To:	Board of Aldermen
From:	Mark Levy
CC:	Hollis Green, Seth Gaines, Mike Young
Date:	September 2, 2025
Re:	Consider recommendation of the Avent Park Selection Committee to accept the Planet Recess proposal and begin negotiations on a contract.

The City received seven (7) proposals from highly qualified firms in response to the Request for Proposals (RFP) for new playground equipment for ages 5–12 at Avent Park.

On Tuesday, August 26, 2025, the Avent Park Playground Selection Committee (the "Committee") convened to thoroughly review and evaluate each proposal. Proposals were scored in accordance with the criteria set forth in the RFP:

- Design Approach/Materials 20 points
- Technical Factors 20 points
- Management Factors 10 points
- Price Factors – 40 points

Following review and scoring, the Committee ranked the proposals from highest to lowest. The top three firms were:

1. **Planet Recess – 86 points**
2. **Struthers – 85 points**
3. **Great Southern Recreation – 80 points**

These three firms were invited to provide in-person presentations on Friday, August 29, 2025. Each firm was allotted 30 minutes to present their proposal and respond to Committee questions.

Upon completion of the presentations, the Committee recommends to move forward with **Planet Recess** (7-1 vote), and begin contract negotiations. The negotiated contract will be brought before the Board of Aldermen for consideration at a future board meeting.

Enclosure (2)

Planet Recess Renderings

Avent Park Selection Committee Scoresheets

		Scorer # 1	Scorer # 2	Scorer # 3	Scorer # 4	Scorer # 5	Scorer # 6	Scorer # 7	Scorer #8
Great Southern Recreation	Design Approach and Materials 0 - 30	20	24	26	20	28	24	20	28
	Technical Factors 0 - 20	15	16	15	17	16	17	16	18
	Management Factors 0 - 10	7	7	8	8	9	8	6	9
	Price Factors 0 - 40	30	30	35	36	38	25	27	37
Point Total		72	77	84	81	91	74	69	92

		Scorer # 1	Scorer # 2	Scorer # 3	Scorer # 4	Scorer # 5	Scorer # 6	Scorer # 7	Scorer #8
Willco	Design Approach and Materials 0 - 30	20	25	26	19	18	20	30	23
	Technical Factors 0 - 20	15	15	15	13	16	16	16	14
	Management Factors 0 - 10	10	7	7	8	7	8	9	4
	Price Factors 0 - 40	30	30	35	28	38	20	36	30

Point Total		75	77	83	68	79	64	91	71
		Scorer # 1	Scorer # 2	Scorer # 3	Scorer # 4	Scorer # 5	Scorer # 6	Scorer # 7	Scorer #8
Planet Recess	Design Approach and Materials 0 - 30	25	25	30	27	26	26	25	28
	Technical Factors 0 - 20	18	15	15	17	18	16	20	18
	Management Factors 0 - 10	10	7	7	9	9	8	10	6
	Price Factors 0 - 40	35	28	35	36	38	25	40	37
Point Total		88	75	87	89	91	75	95	89

		Scorer # 1	Scorer # 2	Scorer # 3	Scorer # 4	Scorer # 5	Scorer # 6	Scorer # 7	Scorer #8
Innovative Recreation	Design Approach and Materials 0 - 30	22	15	20	25	20	20	20	20
	Technical Factors 0 - 20	17	12	13	12	16	15	13	14
	Management Factors 0 - 10	8	4	5	7	5	8	7	4
	Price Factors 0 - 40	30	28	35	28	38	26	27	32

Point Total		77	59	73	72	79	69	67	70
		Scorer # 1	Scorer # 2	Scorer # 3	Scorer # 4	Scorer # 5	Scorer # 6	Scorer # 7	Scorer #8
Bliss Recreation	Design Approach and Materials 0 - 30	15	10	20	20	26	25	26	26
	Technical Factors 0 - 20	12	13	13	13	18	16	15	14
	Management Factors 0 - 10	7	8	5	6	8	8	8	1
	Price Factors 0 - 40	20	28	35	28	40	26	35	35
Point Total		54	59	73	67	92	75	84	76

		Scorer # 1	Scorer # 2	Scorer # 3	Scorer # 4	Scorer # 5	Scorer # 6	Scorer # 7	Scorer #8
Landscape Structures	Design Approach and Materials 0 - 30	20	15	20	20	18	16	25	23
	Technical Factors 0 - 20	10	12	15	17	14	13	20	14
	Management Factors 0 - 10	7	4	5	7	6	8	8	4
	Price Factors 0 - 40	20	28	35	28	38	17	28	32

Point Total		57	59	75	72	76	54	81	73
		Scorer # 1	Scorer # 2	Scorer # 3	Scorer # 4	Scorer # 5	Scorer # 6	Scorer # 7	Scorer #8
Struthers Recreation	Design Approach and Materials 0 - 30	25	25	30	25	20	25	30	26
	Technical Factors 0 - 20	18	17	15	16	18	17	20	16
	Management Factors 0 - 10	10	8	7	7	8	8	10	7
	Price Factors 0 - 40	35	36	35	26	38	27	40	36
Point Total		88	86	87	74	84	77	100	85

	Scorer # 1	Scorer # 2	Scorer # 3	Scorer # 4	Scorer # 5	Scorer # 6	Scorer # 7	Scorer #8
***Great Southern Rec	72	77	84	81	91	74	69	92
					Total Score	640		
Willco	75	77	83	68	79	64	91	71
					Total Score	608		
***Planet Recess	88	75	87	89	91	75	95	89
					Total Score	689		
Innovative Recreation	77	59	73	72	79	69	67	70
					Total Score	566		
Bliss Recreation	54	59	73	67	92	75	84	76
					Total Score	580		
Landscape	57	59	75	72	76	54	81	73

Structures					Total Score	547		
***Struthers Recreation	88	86	87	74	84	77	100	85
					Total Score	681		
	Scorer # 1	Scorer # 2	Scorer # 3	Scorer # 4	Scorer # 5	Scorer # 6	Scorer # 7	Scorer #8
	Struthers Recreation - 88	Struthers Recreation - 86	Struthers Recreation - 87	Planet Recess - 89	Bliss Recreation - 92	Struthers Recreation - 77	Struthers Recreation - 100	Great Southern Rec - 92
	Planet Recess - 88	Great Southern Rec - 77	Planet Recess - 87	Great Southern Rec - 81	Planet Recess - 91	Planet Recess - 75	Planet Recess - 95	Planet Recess - 89
	Innovative Recreation - 77	Willco - 77	Great Southern Rec - 84	Struthers Recreation - 74	Great Southern Rec - 91	Bliss Recreation - 75	Willco - 93	Struthers Recreation - 85
	Willco - 75	Planet Recess - 75	Willco - 83	Innovative Recreation - 72	Struthers Recreation - 84	Great Southern Rec - 74	Bliss Recreation - 84	Bliss Recreation - 76
	Great Southern Rec - 72	Bliss Recreation - 59	Landscape Structures - 75	Landscape Structures - 72	Innovative Recreation - 79	Innovative Recreation - 69	Landscape Structures - 81	Landscape Structures - 73
	Landscape Structures - 57	Innovative Recreation - 59	Bliss Recreation - 73	Willco - 68	Willco - 79	Willco - 64	Great Southern Rec - 69	Willco - 71
	Bliss Recreation - 54	Landscape Structures - 59	Innovative Recreation - 73	Bliss Recreation - 67	Landscape Structures - 76	Landscape Structures - 54	Innovative Recreation - 67	Innovative Recreation - 70

Great Soutern Recreation, Planet Recess and Struthers Recreation are all being invited back to present to the Selection Committee on Friday August 29th.

10am - Meeting begins
10:05am - Great Southern Rec
10:45am - Planet Recess
11:25am - Struthers Receation
11:55am - End of all Presentations
12n - Discussions begin to Make final recommendation

on Playground Company

They will be invited to present to the Selection Committee and their times to present will be determined by alphabetical order.

THE CITY OF
OXFORD

MEMORANDUM

To:	Board of Aldermen
From:	Mark Levy
CC:	Hollis Green, Clay Brownlee, Kinney Ferris
Date:	September 2, 2025
Re:	Consider bids for the Temporary Ice Skating Rink for Holly Jolly Holiday.

On August 28, 2025, at 11:00 a.m., the City of Oxford opened bids for the Temporary Ice Skating Rink for Holly Jolly Holiday project. Three qualified firms submitted responsive proposals:

- Realice
- Premier Rink Solutions, LLC
- Industrial Frigo USA Inc

After review, the apparent low bidder was Industrial Frigo USA with a total bid of $69,500.00.

City staff has reviewed the bid submissions for compliance with the specifications and requirements outlined in the request. Based on this review, staff recommends awarding the contract to Industrial Frigo USA as the lowest responsible bidder.

Requested Action:
Approval of staff's recommendation to award the bid and authorize execution of a contract with Industrial Frigo USA Inc in the amount of $69,500.00 for the Temporary Ice Skating Rink for Holly Jolly Holiday.

Enclosure (2)

Temporary Ice Skating Rink Bid Tabulation
Temporary Ice Skating Rink Bid Submissions

Bid Tabulation

Temporary Ice Skating Rink for Holly Jolly Holiday

8/28/2025

11:00 AM

THE CITY OF OXFORD

	Contractor	Certificate of Responsibility	Bid Bond or 5% Certified Check	Acknowledge Addendum	Bid Price
1	Realice-Ice Rink Technologies	NA	Westfield Insurance Company	Yes	$97,000.00
2	Premier Rink Solutions, LLC	NA	Philadelphia Indemnity Insurance Company	Yes	$92,500.00
3	Industrial Frigo USA Ince	NA	Certified Check	Yes	$69,500.00
4					
5					
6					
7					
8					
9					

I certify that this is a corect tabulation of all bids received for this project on the above date.

Mark Levy — 8/28/2025 Date

realice
ICE RINK TECHNOLOGIES

REALICE ICE RINK TECHNOLOGIES INC
1800 Pembrook Drive, Suite 300
Orlando, FL 32810
(407) 840-9089

Dear Nadia

I'm excited to present my final proposal for your 40x80 sq ft Ice Rink rental package for Holly Jolly Holiday. As the Official Rink Provider for the 2026 Winter Olympic & Paralympic Games, REALICE offers you that same industry-leading Olympic technology and unmatched expertise in portable ice rink solutions.

Realice – Ice Rink Technologies
Dan Gay

Our Promise To You:
- Attractive pricing
- Fast installation time and dismantling
- Very fast icing with excellent ice quality
- Proven quality
- Extremely low energy consumption
- Environment friendly – we are certified according ISO 14001
- Perfect ice even with bad weather conditions – GUARANTEED!
- Assistance 24 hours/7 days

Quality, respect for the environment and safety, together with constant improvement, are among our main company objectives.

Our company is certificated.

ISO 9001:2015 No. 08257/0
ISO 14001:2015 No. 01571/0
ISO 45001:2018 No. 00740/0

PROPOSAL FORM

To: City of Oxford
107 Courthouse Square
Oxford, Mississippi 38655

Re: Project # 2024-0021
Project Title Temporary Ice Skating Rink for Holly Jolly Holiday
Location 328 Old Sardis Road, Oxford, MS 38655

I propose to complete all work in accordance with the Bid Specifications and Drawings by November 22nd, 2025 for the sum of:

BASE BID: (Write in the amount of the base bid in words and numbers. In case of conflict, the written word governs.)

Words: Ninety-seven Thousand Dollars and no/100 Dollars
Figures: ($ 97,000.00)

ALTERNATES: (Write in the amount of all of the alternates in words and numbers. In case of conflict, the written word governs.)

Alternate #1 ☐ Adds ☐ Deducts
Words: N/A Dollars
($)
Description: _____

Alternate #2 ☐ Adds ☐ Deducts
Words: _____ Dollars
($)
Description: _____

Alternate #3 ☐ Adds ☐ Deducts
Words: _____ Dollars
($)
Description: _____

Alternate #4 ☐ Adds ☐ Deducts
Words: _____ Dollars
($)
Description: _____

Alternate #5 ☐ Adds ☐ Deducts
Words: _____ Dollars
($)
Description: _____

ADDENDA ACKNOWLEDGMENT:

No. 1 No. _____ No. _____
No. _____ No. _____ No. _____

ACCEPTANCE:

July 30, 2025

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature _____ Date 8/25/25

Name and Title Michael Flarow - Project Manager & Authorized Signatory

Name of Business Realice - Ice Rink Technologies, INC

Address 1800 Pembrook Drive (mailing)

Address Suite 300 (physical)

City/State/Zip Code Orlando, FL 32810 County orange

Phone 407 840 9089 Fax _____ Email Mike.Flarow@realice.info

■ **BIDDER'S CERTIFICATE OF RESPONSIBILITY NUMBER:** N/A

■ **Mechanical / Plumbing / Electrical Contractors:**

Regarding said Divisions of the Specifications of the Owner's Standard Form of Agreement Between The Owner and The Contractor:

List any Mechanical/Plumbing and/or Electrical Sub-Contractors that will perform work of this contract, regardless of cost even for under $50,000.00. COR must be included where sub-contract exceeds $50,000.00. If no sub-contractor is listed, and such work is within scope of contract and over $50,000.00, bidder's own COR classification(s) must be sufficient to self-perform any such work. If no sub-contractor is listed, then use of sub-contractor to perform such scope will not be permitted.

Mechanical Contractor: N/A Certificate of Responsibility No. _____

Plumbing Contractor: _____ Certificate of Responsibility No. _____

Electrical Contractor: _____ Certificate of Responsibility No. _____

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
Realice-Ice Rink Technologies, Inc
1800 Pembrook Drive Suite 300
Orlando FL 32810

SURETY:
Westfield Insurance Company
One Park Circle
Westfield Center, OH 44251

OWNER:
City of Oxford Temporary Ice Skating Rink for Holiday Jolly Holiday
107 Courthouse Square
Oxford, MS 38655

BOND AMOUNT: $ Five Percent (5%) of the Bond Amount

PROJECT:
Temporary Ice Skating Rink – Holly Jolly Holiday.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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Signed and sealed this 25th day of August , 2025.

Realice-Ice Rink Technologies, Inc

(Contractor as Principal) *(Seal)*

Michael Flgrow - Project Manager & Signatory

(Witness) *(Title)* Member

Westfield Insurance Company

(Surety) *(Seal)*

Mark K

(Witness) *(Title)* Attorney-in-Fact

WESTFIELD INSURANCE COMPANY SEAL

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POWER NO. 2400012 01
General Power of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **MATTHEW BOCKLAGE, JAMIE BRIGGS, BRAD BULLERDIECK, SEDA GULER, BRIAN D. RUSSELL, JR., BERNARDO C. SCORZA GASPAR, ROBERT J. WOLF, BLAKE OLIVER, MARK KARR, JOSHUA KAYSER, ZACK LENZ, JOINTLY OR SEVERALLY,** of **COLUMBIA** and State of **MO** their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their names, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit** -

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY.

BE IT RESOLVED, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."

"**BE IT FURTHER RESOLVED**, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **27th** day of **July**, A.D., **2022**.

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

State of Ohio
County of Medina ss.:

By: **Gary W. Stumper,**
National Surety Leader and *Senior Executive*

On this **27th** day of **July**, A.D., **2022**, before me personally came **Gary W. Stumper**, to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Board of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

By:

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

CERTIFICATE

I, **Frank Carrino,** Secretary of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this 25th day of, August A.D., 2025.

By:

Frank Carrino, *Secretary*

BPOAC
(03-22)

realice
ICE RINK TECHNOLOGIES

Date: 8/25/2025

To: City of Oxford
107 Courthouse Square
Oxford, Mississippi 38655

Re: Non-Resident Bidder Statement – Temporary Ice Skating Rink for Holly Jolly Holiday

Dear Selection Committee,

REALICE – Ice Rink Technologies Inc., incorporated in the State of Delaware and operating from Florida, respectfully submits this statement in accordance with Mississippi Code §31-3-21(3) regarding non-resident bidders.

Delaware: The State of Delaware does not have a resident contractor preference law applicable to public works projects.

Florida: Statute §255.099 establishes a resident contractor preference requirement for **state-funded public construction projects**. This statute requires contractors to give preference in employment to Florida residents when qualifications are substantially equal. Although this law applies specifically to Florida public construction contracts and does not apply to this project, we acknowledge that Florida does maintain such a statutory resident preference.

Accordingly, REALICE is submitting this bid as a non-resident bidder in compliance with Mississippi law.

Mike Flatow
Project Manager
REALICE – Ice Rink Technologies Inc.
(407) 310-9830
mike.flatow@realice.info

THE CITY OF
OXFORD

MEMORANDUM

DATE: August 22, 2025

TO: Plan Holders

FROM: Mark R. Levy, PLA, ASLA

RE: Temporary Ice Skating Rink for Holly Jolly Holiday
107 Courthouse Square
Oxford, MS 38655

ADDENDUM #1
August 22, 2025

COMMENTS:

Please find attached Addendum No. 1 to be included with all Plans and Specifications. Should you have any questions, please contact my office.

ADDENDUM NO. 1

FROM: Mark R. Levy, PLA, ASLA
City of Oxford
107 Courthouse Square
Oxford, MS 38655

For answers to questions please email mlevy@oxfordms.net
or phone: 662-832-0029

PROJECT: Temporary Ice Skating Rink for Holly Jolly Holiday
107 Courthouse Square
Oxford, MS 38655

ADDENDUM DATE: August 22, ,2025

PLEASE BIND THIS ADDENDUM WITH YOUR SPECIFICATIONS

THIS ADDENDUM INCLUDES (6) 8.5" x 11" PAGES

AND (3) 24" x 36" PAGES

CHANGES TO SPECIFCATIONS

All references to "Certificate of Responsibility" or "Contractor" may be waived. Because this is not a construction project, a Contractor's license is not required. Specific reference are in Section 1.02 and 1.03 in Part 1 General-Instruction to Bidders (Page 3), and on the bid form (Page 10

Please note, Bid Bond/Certified Check and Performance Bond ***are*** required by law. Please refer to "Performance Bond" section on Page 14 for explanation.

Michael Flaton
Project Manager
8/25/25

realice
ICE RINK TECHNOLOGIES

RENTAL OFFER FOR A MOBILE ICE SKATING RINK

Size:	**40 x 80 sq ft**
Ice Skating area:	**3200 sq ft**
Period of the rental:	**6 Weeks**
Price:	**$97,000.00 Everything Included**

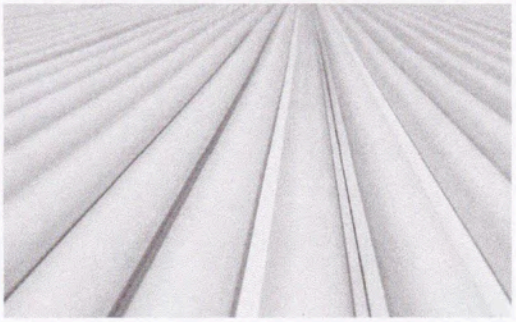
LEITice®

This system brings your ice rink system to a new era. Compared to "old fashion" systems, this LEITice® +PLUS system allows you to bring your ice rink to a new level. You have many advantages like:

- ✓ **30 % cost optimisation**
- ✓ **40 % installation time**
- ✓ **+100 % flow optimisation**

New system, including:

Special collectors with PE piping system.

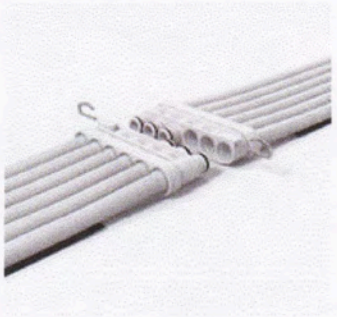


- **LEITice® +PLUS** will be connected to the collectors in the left and right side with the **ice(y)connect system**.
- Special EPDM piping with special **WHITE extrusion** for a perfect ice quality without any need of an additional mesh or painting.
- Fast connection system.
- Pressure measurement connectors at beginning and end of system.

realice
ICE RINK TECHNOLOGIES

Ice(y)connect

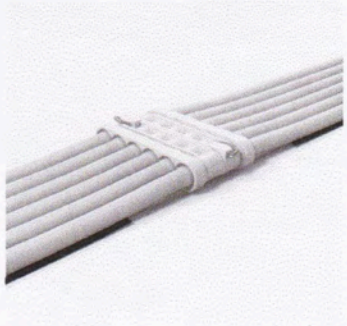
A mat connection system designed to make **assembly**, **dismantling** and **storage** quick and practical.



THE SYSTEM IS:

SIMPLE: To be installed also on **existing** systems
No special tools are required for connecting and disconnecting

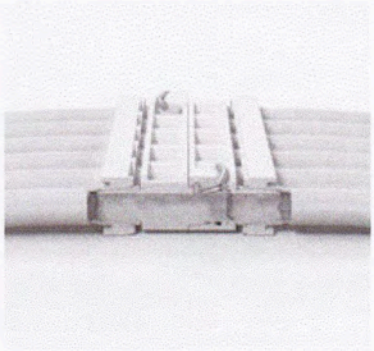
SAFE: The system has been successfully **tested** and currently in use on working projects
Guarantee 100% no leakage



FAST: Less effort to roll up the pipes
The pipes can be easily unrolled and then connected to the collectors

MAIN ADVANTAGES with Ice(y)connect for a LEITice Plus ice rink:

- ✓ REDUCED installation times
- ✓ workforce SAVINGS
- ✓ easy installation and dismantling also WITH installed dasher board
- ✓ possibility to MODULATE the length of the ice rink
- ✓ SAVING of storage space.
- ✓ possibility to LEAVE the collectors installed and storage only the EPDM pipes
- ✓ ...



Quantity
Price **Included**

realice
ICE RINK TECHNOLOGIES

Dasher Boards White, Wood or Clear

Our Dasher board options are manufactured in house with the highest quality and craftsmanship guaranteed. The wooden dasher boards consist of pressure impregnated spruce boards horizontally (145 mm x 25 mm) and are therefore durable. These are specially designed to avoid injuries to the hands. Our White Poly and Clear Dasher boards adhere to the same strict manufacturing guidelines.

Quantity	**TBD**
Price	
Total	**Included**

realice
ICE RINK TECHNOLOGIES

Chiller

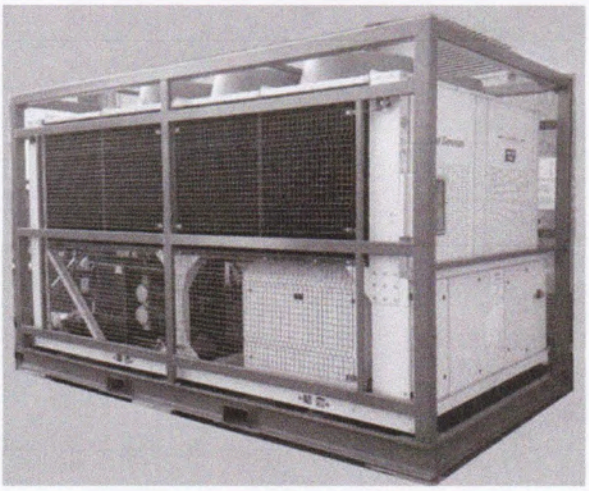
description:

The latest generation of chillers with adequate power for the size of the rink

Heat pump to ensure rapid de-ice at the end of the event and programming of the dismantling date

Buffer tank with associated flow and pressure control valves

Connections and related piping

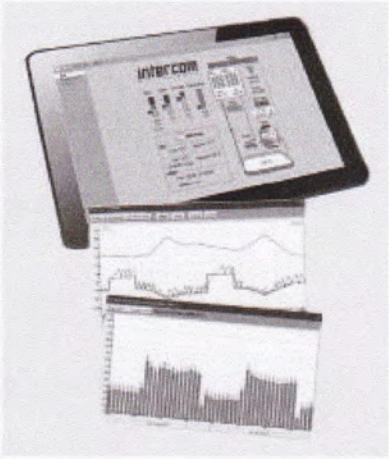


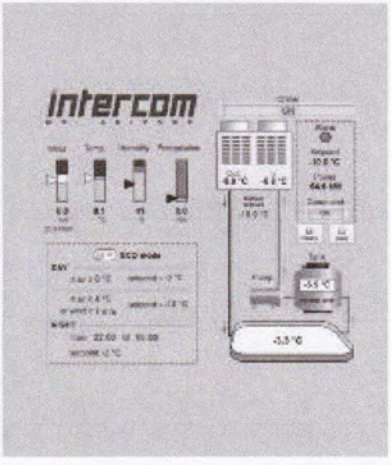
ICEMASTER® Optional

The digital revolution in the ice rink.

Specific system for skating rinks with sensors and equipment dedicated to continual control to optimise ice consumption and quality. Easy access from internet on normal web-browser

- Save energy ca. 20-30%
- On-line monitoring in real time
- Alarm messaging via e-mail
- Early diagnostic of malfunction (Chiller failure, glycol leakage etc.)
- Reduce CO_2 pollution
- Full history of all parameters: charts and tables
- Remote control of the chiller
- ECO-function





Quantity **N/A Not Included**
Price
Total

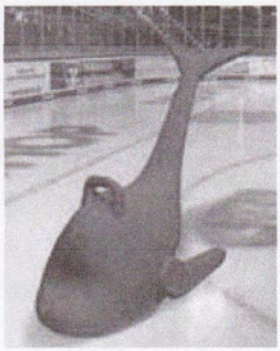
realice
ICE RINK TECHNOLOGIES

Skates

Comfortable rental skates, specially made for our customers by ROCES. The shoe has a special comfortable, quick-drying inner shoe and anti-bacterial lining.
Sturdy fastenings
Adjustable sizes from number 25 (higher productivity)
Special blade made of hardened steel. Less wear - higher productivity
Striking colours

Quantity	**225**
Price	
Total	**included**

Willy, penguins, other animals



For more safety for less experienced skaters. Sturdy plastic ice skating devices that can be stacked on top of each other. Grasp the handle at the rear and sit at the front. Skating aids represent considerable added value and additional earnings for the operator. Discover the various concepts.

Quantity	**10**
Price	
Total	**included**

Extension

Including accessories

Quantity	**weekly**
Price	**TBD**
Total	**TBD**

EXTRA ACCESSORIES

Professional Ice Resurfacer Negotiable Not Included

realice
ICE RINK TECHNOLOGIES

When calculating our price, we considered the following assumptions:

- At least 4 local helpers one day for installation and one day for dismantling of the equipment (provided by the customer).
- Foil in special PVC, which is used as underlay and insulation (included in the price and delivered by Realice).
- Easy access to site for truck.
- A forklift for loading and unloading (at expense of the customer).
- Insurance of the ice rink (at expense of the customer).
- Any permits and/or authorization (at expense of the customer).
- Glycol (included in the price and delivered by Realice).
- Level and suitable surface for the rink (if necessary at expense of the customer).
- Storage place for the rest material.
- Sound and lighting (at expense of the customer).
- Changing area (at expense of the customer).
- transport included

Terms of payment

40% at Order
50% Prior to Delivery
10% at Completion of Installation

We hope this quote has given you a clear understanding of our unique skating rink. For more information, please visit our website. If you have any other questions or need further assistance, feel free to call or email me directly at any time.

Best,

Dan
Dan.Gay@realice.info
Mobile 407 840 9089

Realice – Ice Rink Technologies has the right, in the event of non-payment before the start of the ice rink, not to grant the rink to the customer. If the condition continues, dismantling the ice rink does not relieve the customer being of his obligations. Any delay due to lengthy payments is the customer's risk. In the event of cancellation of the order, the company that rents will charge 70% of the amount of the order.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Premier Rink Solutions LLC
3288 Adams Ave #16450,
San Diego, CA 92176

SURETY:
(Name, legal status and principal place of business)
Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100,
Bala Cynwyd, PA 19004-0950

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Oxford
107 Courthouse Square,
Oxford, MS 38655

BOND AMOUNT: Five Percent (5%) of Total Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Temporary Ice Skating Rink for Holly Jolly Holiday 2025 RFP
328 Old Sardis Road,
Oxford, MS 38655

Project Number, if any: 2025-0021

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of August, 2025

	Premier Rink Solutions LLC
	(Principal) *(Seal)*
(Witness)	*(Title)*
	Philadelphia Indemnity Insurance Company
(Witness) Crosby Guercio	*(Surety)* *(Seal)*
	(Title) Sean J. McCauley, Jr. Attorney in Fact

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PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Sean J. McCauley, Jr., Sam C. Duckett, Bridget Truxillo, Ashlyn Simchik, Jarrod Yost or Sarah Timmons of McCauley Bonding Agency LLC,,** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Delaware County
My commission expires November 3, 2028
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Bala Cynwyd, PA

My commission expires: November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 25th day of August, 2025.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

THE CITY OF
OXFORD

INVITATION TO BID

Temporary Ice Skating Rink for Holly Jolly Holiday

107 Courthouse Square
Oxford, Mississippi

Mayor

Robyn Tannehill

Board of Alderman

Erin Smith, Ward I

Mark Huelse, Ward II

Brian Hyneman, Ward III

Kesha Howell-Atkinson, Ward IV

Preston Taylor, Ward V

Jason Bailey, Pro-Tem, Ward VI

Mary Margaret Crowe, Alderman At-Large

107 Courthouse Square
Oxford, Mississippi 38655

July 2025

NOTICE TO BIDDERS

The Mayor and Board of Aldermen of the City of Oxford, Mississippi, will receive sealed bids for the following project:

Temporary Ice Skating Rink for Holly Jolly Holiday

The CITY OF OXFORD is seeking bids from qualified companies to provide, install, and maintain a 40' x 80' ice skating rink from November 22nd 2025 until January 4th 2026 at mTrade Park in Oxford, Mississippi. The technical specifications are available to view free of charge at oxfordmsbids.com. Bidders are encouraged to download and review documents prior to submission. A non-voluntary pre-bid meeting will be held at the mTrade Park (the site) outdoor pavilion (328 Highway 314, Oxford, MS) on at 11:00 am on August 19th.

Bids may be submitted via hand-delivery, US Mail, or electronic submission. All bids are due on or before **Thursday, August 28nd at 11:00 am** at which time qualified bids will be publicly opened. Bids must be accompanied by a bid bond or certified check not less than 5% of the total bid.

Submit sealed hard copies via hand-delivery or mail to:

City of Oxford
Temporary Ice Skating Rink for Holiday Jolly Holiday
107 Courthouse Square
Oxford, MS 38655

Electronic submission may be uploaded to:

www.oxfordmsbids.com

For questions regarding website registration and online orders, please contact Plan House Printing at (662) 407-0193.

For questions regarding the technical specifications, please contact Mark Levy at (662) 236-1206 or mlevy@oxfordms.net

The project will be awarded based on the best-qualified bid and is subject to the approval by the Mayor and Board of Aldermen. The Board of Aldermen reserves the right to reject any and all bids and to waive any and all informalities.

Publish:

Wednesday, July 30, 2025
Wednesday, August 6, 2025

INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.01 **QUESTIONS:** Questions should be directed to the Professional. Should a Bidder find discrepancies in, or omissions from, the procurement documents, or be in doubt as to their meaning, the Bidder should immediately notify the Professional. The Professional will send written instruction(s) or interpretation(s) to all known holders of the documents. Neither the Owner, nor the Professional, will be responsible for any oral instruction or interpretation.

1.02 **BIDDER'S QUALIFICATIONS:**

A. **Certificate of Responsibility:** The Mississippi State Board of Contractors is responsible for issuing Certificates of Responsibility to Contractors. To be awarded a Contract for public work, Sections 31-3-15 and 31-3-21 of the **Mississippi Code of 1972, Annotated** requires a Contractor to have a current Certificate of Responsibility at bid time and during the entire length of the job. The Certificate of Responsibility number issued becomes a significant item in all public bidding.

B. **Bid Under $50,000:** If a Bidder submits a bid not exceeding $50,000, no Certificate of Responsibility number is required; however, a notation stating the *bid does not exceed $50,000* shall appear on the face of the envelope, or a Certificate of Responsibility number.

C. **Bid Over $50,000:** Each Bidder submitting a bid in excess of $50,000 shall show its Certificate of Responsibility number on the bid and on the face of the envelope containing the bid.

D. **Joint Venture Bid:** When multiple Contractors submit a joint venture bid in excess of $50,000, a *joint venture* Certificate of Responsibility number shall be shown on the bid and on the face of the envelope containing the bid. If the Multiple-Contractor joint venture has no *joint venture* Certificate of Responsibility number, each of the Contractors participating in the bid shall indicate their individual Certificate of Responsibility numbers on the bid and on the face of the envelope.

1.03 **NON-RESIDENT BIDDER:** When a non-resident Bidder (a Contractor whose principal place of business is outside the State of Mississippi) submits a bid for a Mississippi public works project, one of the following is required and shall be submitted with the Proposal Form: (Code 31-3-21(3))

A. **Copy of Law:** If the non-resident Bidder's state has a resident Bidder preference law, a copy of that CURRENT law shall be submitted with the Proposal Form.

B. **Statement:** If the state has no such law then a statement indicating *the State of (Name of State) has no resident Contractor preference law* shall be submitted with the Proposal Form.

1.04 **DISQUALIFICATION OF BIDDER:** A Bidder may be disqualified for any of the following reasons:

A. Failure to comply with the bid requirements.

B. Bidder is in arrears on existing Contracts with the Owner or another state agency, university, community college, or junior college.

C. Bidder is involved in an ongoing dispute related to the Bidder's execution, workmanship, or timely performance of a previous Contract with the Owner or another state agency, university, community college, or junior college.

D. Bidder has defaulted on a previous Contract with the Owner of another state agency, university, community college, or junior college.

1.05 **CONDITIONS OF WORK:** Each Bidder must fully inform himself of all conditions relating to the construction of the Project and employment of labor thereon. Failure to do so will not relieve a successful Bidder of obligations to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Bidder must employ methods, or means, which will not cause interruption of, or interference with, the work of any other Bidder, or Contractor.

1.06 **EXAMINATION OF SITE:** All Bidders, including the general Contractor and Subcontractors, shall visit the building site, compare the Drawings and Project Manual with any work in place and be informed of all conditions. Failure to visit the site will in no way relieve the successful Bidder from furnishing any materials or performing any work required to complete work in accordance with Drawings and Project Manual without additional cost to the Owner.

1.07 **LAWS AND REGULATIONS:** The Bidder's attention is directed to the fact that all applicable Mississippi state laws, rules and regulations of all authorities having jurisdiction over construction of the Project apply to the Contract.

1.08 **OBLIGATION OF BIDDER:** At the bid opening, each Bidder will be presumed to have inspected the site, read and

become thoroughly familiar with the Drawings and the Project Manual, including all addenda.

1.09 **BID DOCUMENT DEPOSIT AND RETURN:** The deposit amount, if any, shall be established as the estimated actual cost of copying and reproduction plus shipping via USPS standard Ground Transportation, is shall be indicated in the Advertisement for Bids. Bidders may request shipping via express carrier or expedited delivery at their own additional cost. Upon returning the documents to the Professional within ten (10) working days of the bid date and in good condition, all document holders will be refunded the full deposit amount. Further, any document holder who is awarded the contract, related subcontracts and/or vendor agreements may elect to retain their documents and request refund of the full deposit amount upon execution of the construction contract and approval of general contractor, however; such documents shall be counted toward the total number of copies furnished free of charge to the general contractor. No partial sets of documents will be issued. Selected trade organizations, plan rooms and web-based distribution networks will be issued one (1) set of documents without charge.

PART 2 - PROPOSAL FORM

2.01 **METHOD OF BIDDING:** Lump sum, single bids received on a general contract will include general, mechanical and electrical construction and all work shown on Drawings or specified in the Project Manual.

2.02 **PROPOSAL FORMS:** The Bidder shall make all proposals on forms provided and shall fill all applicable blank spaces without interlineations or alteration and must not contain recapitulation of the work to be done. No oral or telegraphic proposals will be considered.

2.03 **TIME OF COMPLETION:** The Bidder shall agree to commence work on, or before, a date specified in a written *Notice to Proceed* and fully complete the Project within the calendar days indicated on the Proposal Form.

2.04 **BASE BID AND ALTERNATES:**

A. On the Proposal Form, the Bidder shall write out the Base Bid amount in words and include the numerical amount The written word shall govern.

B. The Proposal Form shall contain a brief description of each alternate modifying the scope. The Bidder shall write out the amount in words and include the numerical amount for each alternate. The written word shall govern.

2.05 **SUBSTITUTIONS:** No substitutions, qualifications or redefining of the Specification requirements are allowed to be marked on the Proposal Form, unless specifically required by the Bid Documents.

2.06 **ADDENDA:** Any addenda to the Drawings or Project Manual issued before or during the time of bidding shall be included in the proposal and become a part of the Contract. The Proposal Form will have ample space to indicate the receipt of addenda. When completing the Proposal Form, the Bidder shall list the Addendum number in spaces provided.

2.07 **BIDDER IDENTIFICATION:**

A. **Signature:** The Proposal Form shall be signed by any individual authorized to enter into a binding agreement for the Business making the bid proposal.

B. **Name of Business:** The name appearing on the Proposal Form should be the complete spelling of bidder's name exactly as recorded at the Secretary of State, which should also be the same as at the Mississippi State Board of Contractors.

C. **Legal Address:** The address appearing on the Proposal Form should be the same address as recorded at the Secretary of State, which should also be the same as at the Mississippi State Board of Contractors.

D. **Certificate of Responsibility Number(s):** The Certificate of Responsibility Number(s) appearing on the Proposal Form should be the same number appearing in the current Mississippi State Board of Contractors Roster.

2.08 **BID SECURITY:** The Bid Security shall be in the form of a Bid Bond, or a Certified Check:

A. **Bid Bond:** The Bidder may submit a Bid Bond by a Surety licensed in Mississippi in the amount of five percent (5%) of the base bid. The Bid Bond shall be duly executed by the Bidder, a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department OR signed by the Surety AND countersigned by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department https://www.mid.ms.gov (or most up-to-date link) (No standard form is required for the Bid Bond.) Where bid is to be submitted electronically, a scanned copy of bid bond is acceptable.

B. **Certified Check:** The Bidder may submit a certified check made out to the *Owner* in the amount of five percent (5%) of the base bid. All checks received from Bidders will be returned upon request, unless a Bidder is one (1) of the three

(3) apparent low Bidders. The three (3) apparent low Bidder's checks will be held for forty-five (45) days, unless a Contract is awarded and executed in less time. Where bid is to be submitted electronically, certified check must be physically delivered to the address indicated on the Advertisement for Bids prior to the time and date stated.

2.09 **POWER OF ATTORNEY:** Each bid security must be accompanied by an appropriate Power of Attorney. No Power of Attorney is necessary with a certified check.

PART 3 - SUBMITTING THE PROPOSAL FORM

3.01 **SUBMITTAL:** A bid must be either submitted electronically via www.oxfordmsbids.com or physically delivered to the address indicated on the Advertisement for Bids prior to the time and date stated.

A. **Physical Submittal:** If physically submitted, only one original of Bid Proposal shall be submitted which should be sealed in an opaque envelope marked, mailed or hand-delivered as shown below. If the Bid is mailed, the bid envelope shall be placed inside a second envelope to prevent inadvertent premature opening of the Proposal.

(In upper left hand corner)
Name of Firm (complete spelling of bidder's name and address – exact as recorded at the Secretary of State which should be the same as you applied for at the Mississippi State Board of Contractors)

(Bid shall be addressed and delivered to)

(In lower left hand corner)
Bid for Project # _____
Title _____
Using Agency _____
Under $50,000.00 (add statement)

B. **Electronic Submittal:** Bidders must be registered prior to submitting bids electronically. It is the responsibility of the Bidder to allow sufficient time to complete or confirm such registration before the date and time established to receive bids. Information on registration and bidding electronically may be found at www.oxfordmsbids.com. For further assistance e-mail Mark Levy at mlevy@oxfordms.net

3.02 **MODIFICATION TO BID:** A bidder may only modify the bid prior to the scheduled closing time indicated in the Advertisement for Bids in the following manner:

A. **Physical Bid:** A modification may be written on the outside of the sealed envelope containing the bid.
B. **Electronic Bid:** Information and attachments may be modified and re-submitted.

3.03 **WITHDRAWAL OF BID:** Any bid may be withdrawn prior to the scheduled time for opening of bids. However, after the scheduled opening, bids may not be withdrawn until forty-five (45) calendar days after bid opening.

PART 4 - BID OPENING AND AWARD OF CONTRACT

4.01 **OPENING OF BIDS:** Bids will be publicly opened shortly after the time stated in the Advertisement for Bids. Bidder representatives are invited; however, attendance is not mandatory. Closure of agency preventing the opening of bids at the advertised date and time due to Force Majeure Event reasons will result in bids being received and publicly opened by the next business day that the agency shall be open and at the previously advertised time unless an Addendum is issued. Physical Bids without a Certificate of Responsibility on the outside of the envelope, or a statement indicating bid is under $50,000.00, will not be opened. Electronic Bids where Certificate of Responsibility or statement indicating bid is under $50,000.00 is not entered as response to required question will, not be considered.

4.02 **IRREGULARITIES:** The omission of any information requested on the Proposal Form may be considered as an informality, or irregularity, by the awarding public body when in their opinion the omitted information does not alter the

amounts contained in the submitted bid proposal, or place other Bidders at a disadvantage.

4.03 **PROTEST:** Any protest must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening.

4.04 **ERRORS:** Any claim of error and request for release from bid must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening. The Bidder shall subsequently and promptly provide sufficient documentation with the written request clearly proving an error was made. Failure to provide such documentation adequate to prove an error may result in forfeiture of Bid Security to the Owner.

4.05 **AWARD OF CONTRACT:** The Owner reserves the right to reject any or all bids. A Contract will be awarded (subject to receipt of an executable contract) on the basis of the lowest, responsive, responsible base bid, or lowest combination of base bid and those alternates selected by the Owner generally in the order listed unless a different order is determined to be in the best interest of the Using Agency and/or Owner and which produces a total within available funds. Where such bidder fails to enter into a contract, the Owner reserves the right to award to the next lowest responsive, responsible bidder or resolicit the project.

4.06 **FAILURE TO ENTER INTO A CONTRACT:** The Bidder shall forfeit the Bid Security to the Owner as liquidated damages for any of the following reasons:

A. Prior to award, failure, or refusal, to furnish the names, classifications and COR #s of Sub-Contractors over Fifty Thousand Dollars ($50,000.00) as well as entities who are to furnish materials or equipment fabricated to a special design within three (3) working days after receipt of Notice of Intent to Award the Contract.

B. Prior to award, failure, or refusal, to furnish substitute acceptable Sub-Contractors or entities within five (5) working days of when the Owner or Prime Professional has made reasonable objection to those initially submitted.

C. Following Notice of Award (subject to executable contract), failure, or refusal, to execute and deliver the Form of Agreement Between the Owner and the Contractor, the Performance and Payment Bond, and the Certificate of Insurance within ten (10) working days after receipt of same from the Professional.

4.07 **SECURITY FOR FAITHFUL PERFORMANCE:** Simultaneously, with delivery of the executed Contract, the Contractor will furnish a Surety Bond, or Bonds, as security for faithful performance, the payment of all persons performing labor on the project, and furnishing materials in connection with this Contract. The Surety on such Bond, or Bonds, will be a duly authorized surety company satisfactory to the Owner and meeting all of the following requirements:

A. Licensed at the time of award by the State of Mississippi's Commissioner of Insurance for the purpose of providing surety. https://www.mid.ms.gov (or most up-to-date link)

B. Listed at the time of award in the Department of the Treasury's **Federal Register** as a company holding certificates of authority as acceptable sureties on Federal Bonds, commonly referred to as the Treasury List.

C. All Bonds shall be executed on the form provided in the Project Manual under Section 00 6100 entitled *Contract Bond*.

D. The Contract Bond shall be duly executed by the Bidder, a Surety licensed in Mississippi signed by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department OR signed by the Surety AND countersigned by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department with the name and address typed (or lettered legibly), and Surety Seal (preferably embossed). https://www.mid.ms.gov (or most up-to-date link)

E. All Bonds must be accompanied by an appropriate Power of Attorney dated same as Contract Bond and sealed (preferably embossed).

PART 5 - BIDDER'S CHECKLIST

The following checklist is for the Bidder's assistance only. It is not inclusive and does not have to be included with the Proposal Form when submitting a bid proposal.

5.01 **PROPOSAL FORM**: (only one original proposal form to be submitted)

Base Bid

(X) Write in the amount of the base bid in words and numbers. In the case of a conflict, the written word shall govern.

Alternates

( ) Write in each alternates amount in words and numbers. In the case of a conflict, the written word shall govern.

Addenda

(X) Acknowledge the receipt of each addendum by writing in the number of the addendum.

Acceptance

(X) Proposal is signed by authorized person

(X) Name of Business - complete spelling of bidder's name and address - exact as recorded at the Secretary of State

which should be the same as you applied for at the Mississippi State Board of Contractors.

(X) Legal address of the business listed above (at SOS and Contractor's Board)

( ) Correct Certificate of Responsibility Number(s) as it appears in the current MS State Board of Contractors Roster

Certificate of Responsibility Number(s)

( ) Base Bid is under $50,000 and no number is required AND the statement "bid does not exceed $50,000" is on the outside of the sealed envelope or statement included with electronic bid

OR ( ) Base Bid is $50,000 or more and number is required and is on the outside of the sealed envelope or included with electronic bid

( ) Joint Venture and *joint venture* number is required

OR ( ) Joint Venture participants' numbers are required

5.02 **BID SECURITY:**

(X) Included Bid Bond

OR ( ) Included Certified Check

5.03 **POWER OF ATTORNEY:**

(X) Included Power of Attorney

5.04 **NON-RESIDENT BIDDER:**

( ) Attached a Copy of Non-Resident Bidder's Preference Law

OR ( ) Attached a Statement

5.05 **SUB-CONTRACTORS NAME:**

(X) List any Mechanical, Plumbing, and/or Electrical Sub-Contractors regardless of cost.

* List name even for under $50,000 (see 5.06 regarding COR)
* Fire Protection Sprinkler Contractors do not have to be listed
* If there is a separate HVAC/Plumbing Sub-Contractor, so notate as mentioned herein
* If Mechanical, Plumbing, and/or Electrical Sub-Contractor is performed by the General, be sure the General has a COR for said discipline
* If there is no Mechanical, Plumbing, and/or Electrical Sub-Contractor listed, then use of Sub-Contractor to perform such scope will not be permitted.

5.06 **SUB-CONTRACTORS' COR NUMBER**

( ) * List Certificate of Responsibility Number for any listed Sub-Contractor over $50,000.00

*** END OF SECTION ***

PROPOSAL FORM

To: City of Oxford
107 Courthouse Square
Oxford, Mississippi 38655

Re: Project # 2024-0021
Project Title Temporary Ice Skating Rink for Holly Jolly Holiday
Location 328 Old Sardis Road, Oxford, MS 38655

I propose to complete all work in accordance with the Bid Specifications and Drawings by November 22nd, 2025 for the sum of:

BASE BID: **(**Write in the amount of the base bid in words and numbers. In case of conflict, the written word governs.)

Words: Ninety Two Thousand and Five Hundred Dollars
Figures: ($ 92,500.00)

ALTERNATES: **(**Write in the amount of all of the alternates in words and numbers. In case of conflict, the written word governs.)

Alternate #1 ☐ Adds ☐ Deducts
Words: _____Dollars
($_____)
Description: _____
_____

Alternate #2 ☐ Adds ☐ Deducts
Words: _____Dollars
($_____)
Description: _____
_____

Alternate #3 ☐ Adds ☐ Deducts
Words: _____Dollars
($_____)
Description: _____
_____

Alternate #4 ☐ Adds ☐ Deducts
Words: _____Dollars
($_____)
Description: _____
_____

Alternate #5 ☐ Adds ☐ Deducts
Words: _____Dollars
($_____)
Description: _____
_____

ADDENDA ACKNOWLEDGMENT:

No. 1 No. _____ No. _____

No. _____ No. _____ No. _____

ACCEPTANCE:

July 30, 2025

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature Date 08/26/2025

Name and Title Andy Muka, Secretary/Treasurer

Name of Business Premier Rink Solutions LLC

Address 3288 Adams Avenue #16450 (mailing)

Address _____ (physical)

City/State/Zip Code San Diego, CA 92176 County San Diego

Phone 619-327-9544 Fax _____ Email andy@premierrinks.com

■ **BIDDER'S CERTIFICATE OF RESPONSIBILITY NUMBER:** _____

■ **Mechanical / Plumbing / Electrical Contractors:**

Regarding said Divisions of the Specifications of the Owner's Standard Form of Agreement Between The Owner and The Contractor:

List any Mechanical/Plumbing and/or Electrical Sub-Contractors that will perform work of this contract, regardless of cost even for under $50,000.00. COR must be included where sub-contract exceeds $50,000.00. If no sub-contractor is listed, and such work is within scope of contract and over $50,000.00, bidder's own COR classification(s) must be sufficient to self-perform any such work. If no sub-contractor is listed, then use of sub-contractor to perform such scope will not be permitted.

Mechanical Contractor: Herc Rentals Certificate of Responsibility No. _____

Plumbing Contractor: _____ Certificate of Responsibility No. _____

Electrical Contractor: _____ Certificate of Responsibility No. _____

STANDARD FORM OF AGREEMENT BETWEEN
THE OWNER AND THE CONTRACTOR

This Agreement made the _____ day of _____, 20_____ between the Owner,

City of Oxford
107 Courthouse Square
Oxford, Mississippi 38655

and between the Contractor:

Business Name_____
Address _____
City/State/Zip _____ Phone: _____Fax:_____Email:_____

The Contractor is a (check and complete one of the following):

_____ ☐ CORPORATION or ☐ LLC solely organized and existing under the laws of the State of _____ and having its principal office in _____, _____, _____
(State) (City) (County)

_____ PARTNERSHIP of the following (list all partners):
_____
_____
_____

_____ SOLE PROPRIETORSHIP

For the following Project:

Activity Center Campus Camera System

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

OWNER: CONTRACTOR:

By:_____ By:_____
(Signature) (Signature)

_____
(Name and Title) (Name and Title)

APPROVED AS TO FORM:

By:_____
(Signature of Attorney)

THE OWNER AND THE CONTRACTOR AGREE AS SET FORTH IN PAGES ONE THROUGH THREE, ARTICLES ONE THROUGH FIVE, AS FOLLOWS:

ARTICLE 1: THE WORK AND CONTRACT DOCUMENTS

1.1.1 The Contractor will perform all the work required by the Contract Documents for the Project indicated above.

1.2 **THE CONTRACT DOCUMENTS**

1.2.1 The Contract Documents which constitute the entire Agreement between the Owner and the Contractor, are enumerated as follows:

1.2.2 Project Manual dated _____

BIDDING REQUIREMENTS
- Advertisement for Bids
- Instructions to Bidders
- Proposal Form

STANDARD FORM OF AGREEMENT BETWEEN THE OWNER AND THE CONTRACTOR
CONTRACT BOND
POWER OF ATTORNEY
CERTIFICATE OF INSURANCE
AFFIDAVIT OF PAYMENT TO ALL SUBCONTRACTORS
CONDITIONS OF THE CONTRACT
- General Conditions
- Supplementary Conditions
- Labor Requirements
- Minority Participation
- Special Conditions

ADDENDA
SPECIFICATIONS

1.2.3 Addenda
Addendum No. 1, dated _____
Addendum No. 2, dated _____
Addendum No. 3, dated _____
Addendum No. 4, dated _____
Addendum No. 5, dated_____

1.2.4 Drawings date: Not Applicable

Sheets No. _____ through _____	Sheets No. _____ through _____
Sheets No. _____ through _____	Sheets No. _____ through _____
Sheets No. _____ through _____	Sheets No. _____ through _____
Sheets No. _____ through _____	Sheets No. _____ through _____
Sheets No. _____ through _____	Sheets No. _____ through _____
Sheets No. _____ through _____	Sheets No. _____ through _____

1.2.5.1 Other documents, dated
_____
_____

ARTICLE 2: CONTRACT SUM

2.1 **CONTRACT SUM**

2.1.1 The Owner will pay the Contractor in current funds for the performance of the work subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of

_____Dollars

($ _____). The Contract sum is determined as follows:

Base Bid	$_____
Modifications ( ) Adds ( ) Deducts	$_____
Negotiations	$_____
Alternate No. _____ ( ) Adds ( ) Deducts	$_____
Alternate No. _____ ( ) Adds ( ) Deducts	$_____
Alternate No. _____ ( ) Adds ( ) Deducts	$_____
Alternate No. _____ ( ) Adds ( ) Deducts	$_____
Alternate No. _____ ( ) Adds ( ) Deducts	$_____
Total Contract Sum	$_____

2.2 **LIQUIDATED DAMAGES**

2.2.1 The stipulated liquidated damages described in Paragraph 9.11 of the *Supplementary Conditions* are in the amount five hundred dollars and zero cents ($ 500.00) for each calendar day.

ARTICLE 3: CONTRACT TIME

3.1 **TIME**

3.1.1 The work to be performed under this Contract shall be commenced upon the date stated in the *Notice to Proceed*. The work is to be substantially complete, subject to approved Change Orders, no later November 22, 2025.

ARTICLE 4: PAYMENTS AND FINAL PAYMENTS

4.1 **PROGRESS PAYMENTS**

4.1.1 Based upon applications for payment submitted to the Professional by the Contractor and *Certificates for Payment* issued by the Professional, the Owner will make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents.

4.2 **FINAL PAYMENT**

4.2.1 Final payment constituting the entire balance of the Contract Sum will be paid by the Owner to the Contractor when the work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Professional and approved by the Owner.

ARTICLE 5: MISCELLANEOUS PROVISIONS

5.1 **DEFINITION OF TERMS**

5.1.1 Terms used in this Agreement which are defined in the General, Supplementary, and Special Conditions of the Contract will have the meanings designated in those Conditions.

5.2 **CONTRACTOR'S INTEREST IN AGREEMENT**

5.2.1 The Contractor will not assign, sublet, or transfer the interest in this Contract agreement without the written consent of the Owner. The Owner and Contractor hereby agree to the full performance of the covenants contained herein.

5.3 **PROFESSIONAL**

5.3.1 The Professional assigned to this Project is as follows:

Name Mark Levy, PLA, ASLA City of Oxford Project Manager
Address 107 Courthouse Square, Oxford, MS 38655
Telephone (662) 236-1206 Fax Number _____ E-Mail Address mlevy@oxfordms.net

***** END OF SECTION *****

CONTRACT BOND

I. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS: THAT _____,

Principal, a _____ _____, residing at _____, authorized to do business in the State of Mississippi under the laws thereof, and _____Surety, a corporation of the State of _____, authorized to do business in the State of Mississippi under the laws thereof, are held and firmly bound unto the Owner on behalf of the State of Mississippi, Obligee, hereinafter referred to as "Owner," for the use and benefit of the Owner and those claimants and others set forth herein below and described in Sections 31-5-51 and 31-5-3, **Mississippi Code of 1972, Annotated**, as amended, in the amount of _____ Dollars ($_____), lawful money of the United States, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has by written agreement dated _____, 20_____, entered into a Contract with the Owner for the following:

_____

_____

_____

as provided in said Contract and in accordance with the Contract Documents. All of the terms and provisions of the above mentioned Contract, drawings, Project Manual, and addenda are by reference made a part hereof and fully incorporated herein, and are hereinafter referred to as "the Contract." All of the terms and provisions of Sections 31-5-51, 31-5-3, supra, Section 31-5-53 of the **Mississippi Code of 1972, Annotated**, as amended, and all other code sections cited herein are also by reference made a part hereof and fully incorporated herein.

II. PERFORMANCE BOND

NOW, THEREFORE, the condition of this Performance Bond is such that if Principal shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect, subject however, to the following conditions:

Whenever the Owner has performed its obligation but the Principal has defaulted under the terms of the Contract, or any portion thereof, and the Owner has declared the Principal to be in default, the Surety shall promptly:

1. Remedy the default, or
2. Complete the Contract in accordance with its terms and conditions, or
3. Procure the completion of the Contract in accordance with its terms and conditions.

Even if there should be a succession of defaults, the Surety is responsible for completion of the Contract. The Surety shall provide sufficient funds to pay the cost of completion of the Contract in its entirety including other costs and damages for which the Surety may be liable thereunder, less the balance of the Contract price. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by Owner to Principal under the Contract and any Change Orders thereto, less the amount paid by Owner to Principal.

III. LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, the condition of this Labor and Material Payment Bond is such that if Principal shall promptly make payments to all persons supplying labor or material used in the prosecution of the work under said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect; however, the Owner shall not be liable for the payment of any costs or expenses of any suit described in Subsection (2) of Section 31-5-51, supra.

IV. BOND FOR PAYMENT OF TAXES AND OTHER ASSESSMENTS

NOW THEREFORE, the condition of this Bond for Payment of Taxes and Other Assessments is such that if Principal shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the State of Mississippi, or any County, Municipality, Board, Department, Commission, or political subdivision thereof, by reason of and directly connected with the performance of said Contract or any part thereof as provided by Sections 27-65-1, 27-65-21, 27-67-1, and 31-5-3, **Mississippi Code 1972, Annotated**, or any other applicable statute or other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

V. GENERAL CONDITIONS

The following conditions apply to all three (3) of the above-mentioned Bonds:

1. The Performance Bond is for an amount equal to the full amount of said Contract.
2. The Labor and Material Payment Bond is for an amount equal to the full amount of said Contract.
3. If any changes are made in the work, or any extensions of time are granted, or any increases in the total dollar amount of the Contract are made, such changes, extensions, increases, or other forbearance on the part of either the Owner or the Principal will not, in any way, release the Principal and Surety, or either of them, from their liability hereunder, or any portion thereof, notice to the Surety of any such change, extension, increase, or forbearance being expressly waived.
4. These Bonds are governed by and shall be construed in accordance with Mississippi law. Any inconsistency with these Bonds and any provision of Mississippi law shall be remedied by deleting the inconsistent portion of these Bonds and leaving the remaining consistent portions in full force and effect.

Signed and sealed this _____ day of _____, 20_____.

SURETY _____
Mississippi NAIC number: _____

By: _____
(Signature)

_____ Attorney-in-Fact
(Typed Name)
(Title)

Surety Agent MS Ins Dept License Number: _____
(Leave blank if you do not have a Mississippi #)

_____
(Surety Address)

_____
(Surety City/State/Zip/Phone)

_____
(MS LICENSED AGENT COMPANY NAME)
(add MS Agent's address below)

COUNTERSIGNED: (if Surety Agent above is NOT MS Licensed)

_____
(Signature)

_____ Licensed Mississippi Agent
(Typed Name)
(Title)

Countersignature Agent MS License Number: _____

_____
(MS Licensed Agent Address)

_____
(MS Licensed Agent City/State/Zip/Phone)

PRINCIPAL

_____

By:

_____
(Signature) (same person on Bond and Contract page)

_____
(Typed Name and Title)

_____
(Address)

_____
(City/State/Zip/Phone)

Surety Company, Surety Agent's Name, Address, etc. should be typed and with seal (preferably embossed seal) on Bond and P/A. The P/A should be for the Attorney-in-Fact with seal (preferably embossed seal).

The Contract Bond shall be duly executed by the Bidder AND a MS Licensed Agent said Surety approved by the MS Ins Dept
OR
signed by the Surety's Agent AND countersigned by a MS Licensed Agent for said Surety approved by the MS Ins Dept.

Countersignature, when signed, can be the same as the Attorney-in-Fact when the Attorney-in-Fact and/or Surety IS licensed in Mississippi. Countersignature will be different when the Attorney-in-Fact and/or Surety is "not" licensed in Mississippi. P/A will be for the Attorney-in-Fact.

Check the Surety Company AND the Surety Agent
AND/OR the Countersignature Company and/or Agent at MS Ins Dept web:
https://www.mid.ms.gov (or most up-to-date link)

Easier to locate Agent at MID when name agrees with MID licensed name.)

(Bond Agent MID or Code requirements are different from the Ins Cert Agent MID or Code requirements.)

CERTIFICATE OF INSURANCE
SECTION 00 6216

This certificate of insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by the policies below.

INSURED: (Contractor's Name & Address)		**COMPANIES PROVIDING COVERAGE w/ MID Lic or NAIC #**
	A	#
	B	#
PROJECT: (Number, Name & Location)	**C**	#
	D	#
	E	#
OWNER: Owner	**F**	#
	G	#
	Companies above must be approved by the MS Ins Dept at https://www.mid.ms.gov (or most up-to-date link) per Code & WComp at http://www.mwcc.ms.gov/ (MID mod'd 041615)	

Type Insurance	Co	Policy Number	Policy Period	Coverage and Minimum Amount	
General Liability Commercial General Liability				General Aggregate	$ 1,000,000
				Products Comp/Ops (Aggregate	$ 1,000.000
				Personal Injury (Per Occurrence)	$ 500,000
				BI & PD (Per Occurrence)	$ 1,000,000
				Fire Damage (Per Fire)	$ 50,000
				Medical Expense (Per Person)	$ 5,000
Owners/Contractors Protective Liability				General Aggregate	$ 1,000,000
				Per Occurrence	$ 500,000
Automobile Liability				Bodily Injury/Property Damage Combined Single Limit (Per Occurrence)	$ 500,000
				OR Bodily Injury (Per Person)	$ 250,000
				Bodily Injury (Per Accident)	$ 500,000
				Property Damage (Per Occurrence)	$ 100,000
* Excess Liability (Umbrella on projects over $500,000)				Aggregate	$ 1,000,000
				Per Occurrence	$ 1,000,000
Workers' Compensation (As required by Statute) Employers' Liability				Accident (Per Occurrence)	$ 100,000
				Disease-Policy Limit	$ 500,000
				Disease-Per Employee	$ 100,000
Property Insurance (not required when project is demolition ONLY – required for ALL other projects including paving)				**OR** Builders' Risk Installation Floater	Must be equal to Value of Work
Other					

Certification: I certify that these policies (subject to their terms, conditions and exclusions) have been (1) issued to the Insured for the coverages and at least the amounts as indicated by companies licensed in Mississippi; (2) countersigned by a Mississippi Licensed Agent; and (3) endorsed to require the company to give thirty (30) days written notice to the Owner prior to cancellation or non-renewal of above.

Producing Agent: (Name, Address and Telephone)	
	(Signature) MID Lic # or countersign below
	(Name and Title of Authorized Representative) (typed)
	Agent must be approved by the MS Ins Dept or countersign https://www.mid.ms.gov

☐ Check if Mississippi Licensed Agent
OR Countersign by Mississippi Licensed Agent _____ MID Lic # _____

CERTIFICATE OF INSURANCE INSTRUCTIONS

1. The *Certificate of Insurance* is a tabulation of insurance required for this Project as specified in Article 11 entitled *Insurance and Bonds* in the General Conditions (AIA Document A201, Sixteenth Edition, 2017).

2. The *Certificate of Insurance* must be completed, certified by the original signature of a Mississippi Licensed Insurance Agent and/or countersignature, dated, and bound in each set of the Contract Documents. Insurance Companies providing coverage and Agent and/or Countersignature Agent must be approved by the Mississippi Insurance Department on their web at https://www.mid.ms.gov (or most up-to-date link). (Agent does not have to be on the MID web "for providers necessarily" – but must be an approved Agent on MID web. Easier to locate Agent at MID when name agrees with MID licensed name.)

3. Indicate Insured, Project, Companies providing coverage, policy numbers and policy periods in the blanks as applicable.

4. If the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" insurance is part of the Commercial General Liability Insurance Policy, or included by endorsement, indicate the policy number and period of the CGL policy in the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" blank spaces.

5. Automobile Liability Insurance may be provided which covers Bodily Injury and Property Damage in one (1) Combined Single Limit, or may be provided with separate minimum limits as shown on the Certificate of Insurance and specified in Article 11 of the Supplementary Conditions. The person signing the Certificate of Insurance should show which option the Contractor has selected by marking out the coverage that is not provided under the policies indicated.

6. OTHER INSURANCE (if required) will be indicated by typing in the "OTHER" block and detailed in Article 11 of the Supplementary Conditions.

7. CERTIFICATION wording may not be changed without specific written approval from the Owner (nor on any Owner documents even beyond Insurance Certificate).

8. "Riders", Binders, TBA, TBD, or other unsolicited attachments, are not allowed as part of the *Certificate of Insurance* unless specifically requested in writing by the Owner, or specified as part of the requirements for this Project (nor on any Owner documents even beyond Insurance Certificate).

9. CAUTION: The *Certificate of Insurance* is intended to be used for all Projects. The Contractor must provide all insurance specified in the Contract Documents for this Project, whether indicated on this form, or not. The Contractor must verify all insurance has been provided as required.

10. In accepting the Insurance Certificate by Owner, it would be helpful if some indication is given when, and if, the Provider is a Surplus Line Carrier, a Broker, or Self Insured (because they may not be on the MID web list referenced herein). (The Owner will have to ask MID (or know) at some point.)

11. The Workers Comp insurance provider must be approved and show up on the Workers Comp web at http://www.mwcc.state.ms.us / Services / Proof of Coverage Inquiry / accept / etc. and at the last step – enter the "contractor's name".

Note: Regarding #2 and #11. At the MID web – you enter the Surety Company / Provider / Agent. At the MWCC web – You enter the Vendor's name, then click on the policy number to see the MWCC Ins Provider.

***** END OF SECTION *****

AFFIDAVIT CERTIFYING

PAYMENT TO ALL SUBCONTRACTORS

Owner

I acknowledge that, pursuant to Miss. Code Ann. §31-5-25 and H.B. 1562, Laws of 2002, that I am required to submit monthly certification indicating payments to subcontractors on prior payment requests. I, the undersigned Contractor, do hereby certify that I have paid the following amounts to subcontractors for Work which has been performed and incorporated into previous Applications for Payment which were issued and payment received from the Owner on the project listed below. I understand that this document must be submitted on a monthly basis after the submittal, approval and payment of Application for Payment #1. I understand that the Owner reserves the right to require me, the undersigned, to provide verification of payment and/ or additional information.

Project Number: _____

Project Name: _____

Using Agency: _____

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

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Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

(Attach additional list of subcontractors and amounts, if necessary)

Contractor Name and Title: _____

Contractor Certificate of Responsibility Number: _____

Contractor Signature: _____ Date: _____

STATE OF MISSISSIPPI

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned notary public,

this the _____ day of _____, 20_____.

_____
NOTARY PUBLIC

My Commission Expires:

_____

GENERAL CONDITIONS

PART 1 - GENERAL

1.01 **DESCRIPTION**

A. **SCOPE:** The **General Conditions of the Contract for Construction**, AIA Document A201, Seventeenth Edition, 2017, Articles 1 through 15 inclusive, is a part of this Contract and is incorporated herein.

B. **BIDDING COPY:** For the purpose of bidding, Contractors are presumed to be familiar with AIA Document A201, a copy of which may be obtained from the Professional, or examined in the Professional's office.

***** END OF SECTION *****

SUPPLEMENTARY CONDITIONS

PART 1 – GENERAL

1.01 **Description**

A. **Owner:** These supplements are necessary because the Owner is an agency, or political subdivision, of the State of Mississippi and occupies a different position from that of the usual Owner.

B. **Document:** The following supplements modify, change, delete from, or add to the **General Conditions of the Contract**, AIA Document A201, Seventeenth Edition, 2017. When any Article of the **General Conditions** is modified, or deleted, by these *Supplementary Conditions*, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause will remain in effect.

Article 1
GENERAL PROVISIONS

1.1 **Basic Definitions**

1.1.1 **The Contract Documents**

Change this subparagraph to read as follows:

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and Special Conditions), Drawings, Specifications and Addenda issued prior to the execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for minor changes in the Work issued by the Prime Professional. The Contract Documents also include the advertisement or invitation for bids or proposals, Instructions to Bidders, and the Contractor's bid or proposal.

1.1.2 **The Contract**

Change each instance of the word "*Architect*" to "*Prime Professional*" and each instance of the word "*Architect's*" to "*Prime Professional's*".

1.1.7 **Instruments of Service**

Change the word "*Architect*" to "*Prime Professional*" and change the word "*Architect's*" to "Prime Professional's".

1.1.8 **Initial Decision Maker**

Change this Subparagraph to read as follows:

The Initial Decision Maker is the person identified as the Professional in Paragraph 5.3.1 of the Standard Form of Agreement Between the Owner and the Contractor and will render initial decisions on Claims in accordance with Section 15.2.

1.1.9 Add a new Subparagraph as follows:

Commissioning Authority Professional
A professional independent of the Prime Professional retained by the owner who manages a quality-focused process for

enhancing the delivery of the project. The process focuses upon verifying and documenting that the facility and all of its systems are planned, designed, installed, tested, operated, and maintained to meet the Owner's project requirements.

1.2.1 Change this Subparagraph to read as follows:

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor and unless otherwise provided in the Contract Documents, this shall include all labor, materials, equipment, tools, machinery, water, heat, utilities, transportation, and other facilities and services, whether temporary or permanent and whether or not incorporated in the Work. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In case of any direct conflict among the Contract Documents, the specifications shall take precedence over the drawings, supplemental or special conditions shall take precedence over more general conditions or requirements, details shall take precedence over plans, and larger scale drawings shall take precedence over smaller scale drawings.

1.5 **Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

1.5.1 Change each instance of the word "*Architect*" to "*Prime Professional*" and each instance of the word "*Architect's*" to "*Prime Professional's*" and add a new sentence at the end of this Subparagraph:

This Paragraph in no way supersedes the Owner's document rights set forth in the separate Agreement Between the Owner and the Professional.

1.5.3 Add a new Subparagraph as follows:

Transparency
In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this agreement shall be posted to the State of Mississippi's accountability website at: https://www.transparency.mississippi.gov

1.6 **Notice**

1.6.1 Change this Subparagraph to read as follows:

Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is address and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if transmitted to the government or business issued e-mail address of the respective party.

1.7 **Digital Data Use and Transmission**

Delete the last sentence of this Paragraph.

1.8 **Building Information Models Use and Reliance**

Change this Paragraph to read as follows:

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in a written documents shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

Article 2
OWNER

2.1 **General**

2.1.1 Change this Subparagraph to read as follows:

The Owner, as used in these Documents, refers to the Owner, acting for and on behalf of the State of Mississippi and for the benefit of the Institution, Agency, or Department for which the Work under this Contract is being performed. The Owner is the entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's representative, who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization, is the individual who signed the Agreement Between the Owner and the Contractor, his successor in the case of that individual's retirement or termination, or his direct supervisor in the case of that individual's absence. Except as otherwise provided in Subparagraph 4.2.1, the Prime Professional does not have such authority. The term"Owner" means the Owner or the Owner's authorized representative.

2.1.2 Delete this Subparagraph in its entirety.

2.2 **Evidence of the Owner's Financial Arrangements**

2.2.1 Delete this Subparagraph in its entirety.

2.2.2 Delete this Subparagraph in its entirety.

2.3.1 Delete this Subparagraph in its entirety.

2.2.3 Delete this Subparagraph in its entirety.

2.2.4 Delete this Subparagraph in its entirety.

2.3 **Information and Services Required of the Owner**

2.3.2 Add the word "*or Engineer*" following each instance of the word "*Architect*" and add the words "*or engineering respectively*" following each instance of the word "*architecture*".

2.3.3 Add the word "*or Engineer*" following each instance of the word "*Architect"*.

2.3.6 Change this Subparagraph to read as follows:

Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary, but in no instance to exceed twenty-five (25) copies, for the execution of the Work.

2.4 **Owner's Right to Stop the Work**

Change this Subparagraph to read as follows:

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, the Owner may issue, or direct the Prime Professional to issue, a written order to the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. The rights and remedies under this Subparagraph are in addition to and do not in any respect limit any other rights of the Owner, including the right to terminate in accordance with Article 14.

2.5 **Owner's Right to Carry Out the Work**

Change this Paragraph read as follows:

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without predjudice to other remedies the Owner may have, correct such default or neglect. The Prime Professional may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Prime Professional's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Prime Professional, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

Article 3
CONTRACTOR

3.1 **General**

3.1.3 Change the word "*Architect*" to "*Prime Professional*" and change the word "*Architect's*" to "*Prime Professional's*".

3.2 **Review of Contract Documents and Field Conditions by Contractor**

3.2.2 Change each instance of the word "*Architect*" to "*Prime Professional*".

3.2.3 Change each instance of the word "*Architect*" to "*Prime Professional*".

3.2.4 Change the word "*Architect*" to "*Prime Professional*".

3.3 **Supervision and Construction Procedures**

3.3.1 Change each instance of the word "*Architect*" to "*Prime Professional*".

3.4 **Labor and Materials**

3.4.2 Change each instance of the word "*Architect*" to "*Prime Professional*" and add the words "*where such substitution results in a modification of the Contract Sum or Contract Time*" to the end of this sentence.

3.4.4 Add a new Subparagraph as follows:

Employee Status Verification System *If applicable, the 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. The 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. The 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. The Contractor understands and agrees that any breach of these warranties may subject the 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 the 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 cancellation/termination, the Contractor would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit.*

3.4.5 Add a new Subparagraph as follows:

In providing labor for the proper execution and completion of the Work, the Contractor shall comply with the provisions of Section 31-5-19 of the Mississippi Code of 1972, Annotated.

3.4.6 Add a new Subparagraph as follows:

In providing materials for the proper execution and completion of the Work, the Contractor shall comply with the provisions of Section 31-5-23 of the Mississippi Code of 1972, Annotated.

3.5 **Warranty**

3.5.1 Change each instance of the word "*Architect*" to "*Prime Professional*".

3.7 **Permits, Fees, Notices and Compliance with Laws**

3.7.1 Change this Subparagraph to read as follows:

Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for any applicable permits, fees, licenses, and inspections by government agencies necessary for the proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

3.7.3 Delete the words "*knowing it to be*" from this Subparagraph.

3.7.4 Change each instance of the word "*Architect*" to "*Prime Professional*" and change the word "*Architect's*" to "*Prime Professional's*".

3.7.5 Change the word "*Architect*" to "*Prime Professional*".

3.9 **Superintendent**

3.9.2 Change this Subparagraph to read as follows:

The Contractor, as soon as practicable after award of the Contract, and prior to commencement of any on-site Work, shall notify the Owner and Prime Professional of the name, qualifications and references of the proposed superintendent and any assistant superintendents where provided for in the Contract Documents. Within 14 days of receipt of the information, the Prime Professional shall notify the Contractor stating whether the Owner or the Prime Professional (1) has reasonable objection to the proposed superintendent based upon information provided or other requirements provided for in the Contract Documents or (2) requires additional information or time for review. Failure of the Prime Professional to respond within the 14-day period shall constitute notice of no reasonable objection.

3.9.3 Change the word "*Architect*" to "*Prime Professional*".

3.10 **Contractor's Construction and Submittal Schedules**

3.10.1 Change this Subparagraph to read as follows:

The Contractor, promptly after being awarded the Contract, and no later than fifteen days after the date established in the Notice to Proceed, shall submit for the Owner's and Prime Professional's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed the time limits current under the Contract Documents. Submission of a schedule that indicates or expresses an intent to complete Work prior to the time limits established by the Contract Documents shall not make the Owner liable to the Contractor for any failure to achieve early completion or obligate the Owner to take or prevent any actions to facilitate the Contractor's completion prior to the expiration of the Contract Time. The schedule shall be revised monthly or at more frequent intervals as required by the conditions of the Work and Project.

3.10.2 Change each instance of the word "*Architect's*" to "*Prime Professional's*" and change the word "*Architect*" to "*Prime Professional*".

3.10.3 Change the word "*Architect*" to "*Prime Professional*".

3.11 **Documents and Samples at the Site**

Change each instance of the word "*Architect*" to "*Prime Professional*".

3.12 **Shop Drawings, Product Data and Samples**

3.12.4 Change each instance of the word "*Architect*" to "*Prime Professional*".

3.12.5 Change each instance of the word "*Architect*" to "*Prime Professional*".

3.12.6 Change the word "*Architect*" to "*Prime Professional*".

3.12.7 Change the word "*Architect*" to "*Prime Professional*".

3.12.8 Change each instance of the word "*Architect's*" to "*Prime Professional's*" and change the word "*Architect*" to "*Prime Professional*".

3.12.9 Change the word "*Architect*" to "*Prime Professional*" and change the word "*Architect's*" to "*Prime Professional's*".

3.12.10.1 Change each instance of the word "*Architect*" to "*Prime Professional*".

3.12.10.2 Change each instance of the word "*Architect*" to "*Prime Professional*".

3.15 **Cleaning Up**

3.15.2 Change this Subparagraph to read as follows:

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be assessed to the Contractor.

3.16 **Access to Work**

Change this Paragraph to read as follows:
The Contractor shall provide the Owner, Prime Professional, Commissioning Authority Professional, Separate Contractors and their authorized representatives with access to the Work in preparation and progress wherever located. This shall include the provision of lifts, ladders, scaffolding and/or equivalent for access to elevated work.

3.17 **Royalties, Patents and Copyrights**

Change each instance of the word "*Architect*" to "*Prime Professional*".

3.18 **Indemnification**

3.18.1 Change this Subparagraph to read as follows:

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Owner, Prime Professional, Prime Professional's consultants, Commissioning Authority Professional, Commissioning Authority Professional's consultants, as well as 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 Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

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Article 4
ARCHITECT

Change the title of this article from "*ARCHITECT*" to "*PRIME PROFESSIONAL*".

4.1 **General**

4.1.1 Change this Subparagraph to read as follows:

The Prime Professional is the person identified as the Professional in the Agreement Between the Owner and the Contractor and retained by the Owner pursuant to Section 2.3.2.

4.1.2 Change each instance of the word "*Architect*" to "*Prime Professional*".

4.2 **Administration of the Contract**

4.2.1 Change the first line of this Subparagraph to read as follows:

The Prime Professional will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative during construction until the end of the period for correction of Work as described in Section 12.2.

4.2.2 Change each instance of the word "*Architect*" to "*Prime Professional*".

4.2.3 Change each instance of the word "*Architect*" to "*Prime Professional*".

4.2.4 Change each instance of the word "*Architect*" to "*Prime Professional*" and each instance of the word "*Architect's*" to "*Prime Professional's*".

4.2.5 Change the word "*Architect's*" to "*Prime Professional's*" and change the word "*Architect*" to "*Prime Professional*".

4.2.6 Change each instance of the word "*Architect*" to "*Prime Professional*".

4.2.7 Change each instance of the word "*Architect*" to "*Prime Professional*" and each instance of the word "*Architect's*" to "*Prime Professional's*".

4.2.8 Change each instance of the word "*Architect*" to "*Prime Professional*".

4.2.9 Change the word "*Architect*" to "*Prime Professional*".

4.2.10 Change each instance of the word "*Architect*" to "*Prime Professional*" and the word "*Architect's*" to "*Prime Professional's*".

4.2.11 Change the word "*Architect*" to "*Prime Professional*" and the word "*Architect's*" to "*Prime Professional's*".

4.2.12 Change each instance of the word "*Architect*" to "*Prime Professional*".

4.2.13 Change the word "*Architect's*" to "*Prime Professional's*".

4.2.14 Change each instance of the word "*Architect*" to "*Prime Professional*".

Article 5
SUBCONTRACTORS

5.2 **Award of Subcontracts and Other Contracts for Portions of the Work**

5.2.1 Change this Subparagraph to read as follows:

Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, prior to award of the Contract by the Owner, shall furnish in writing to the Owner through the Prime Professional, the names, classifications, and COR #'s of Sub-Contractors over Fifty Thousand Dollars ($50,000.00) (as well as entities who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. Such list shall also include any Mechanical, Plumbing, or Electrical Sub-Contractor as listed on Proposal Form regardless of amount. Within 7 days of receipt of the information, the Prime Professional shall notify the Contractor whether the Owner or the Prime Professional (1) has reasonable objection to any such proposed Sub-Contractor or entity based upon information provided or other requirements provided for in the Contract Documents or (2) requires additional information or time for review. Failure of the Prime Professional to respond within the 7-day period shall constitute notice of no reasonable objection. Where a Project involves a Mississippi Landmark or a building and/or site potentially eligible for such designation, the Contractor shall also furnish documentation that all Sub-Contractors, regardless of Sub-Contract amount, have at least the minimum number of years of successful experience specified by the Prime Professional in work on previous projects involving State or National Landmarks of similar type, scale and complexity and that all key personnel to be utilized to perform the Work are experienced craftsmen with not less than five (5) years of experience.

5.2.2 Change this Subparagraph to read as follows:

The Contractor shall not contract with a proposed Sub-Contractor or entity to whom the Owner or Prime Professional has made reasonable and timely objection. Other than the Mechanical, Plumbing, or Electrical Sub-Contractors as listed on the Proposal Form, the Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection. Only where the listed Mechanical, Plumbing, or Electrical Sub-Contractor has (1) closed their business (2) entered into bankruptcy or (3) refuses to enter into a contract with the Contractor will substitution of such Sub-Contractor be permitted prior to the execution of the Agreement Between the Owner and Contractor. Substitution for refusal to enter into contract shall not be permitted if the reason for such refusal is due to unilateral reduction by Contractor of such Sub-Contractor's bid price.

5.2.3 Change this Subparagraph to read as follows:

If the Owner or Prime Professional has reasonable objection to a Sub-Contractor or entity proposed by the Contractor, other than the Mechanical, Plumbing, or Electrical Sub-Contractors as listed on the Proposal Form, the Contractor shall propose another to whom the Owner or Prime Professional has no reasonable objection. Neither the Contract Sum nor Contract Time may be increased or decreased due to any change in Sub-Contractor or entity. Failure of Contractor to identify Sub-Contractors or entities to whom the Owner and Prime Professional have no reasonable objections within 10 working days of initial submission shall result in the bid or proposal being deemed non-responsible at which time the Owner may elect to award to the next lowest responsive, responsible bidder or resolicit the project.

5.2.4 Change this Subparagraph to read as follows:

Following the execution of the Agreement Between the Owner and Contractor, the Contractor shall not substitute a Sub-Contractor or entity for one previously selected if the Owner or Prime Professional makes reasonable objection to such substitution. In no case shall substitution of Mechanical, Plumbing or Electrical Sub-Contractors be permitted except where such Sub-Contractor has (1) closed their business (2) entered into bankruptcy (3) becomes in arrears or (4) becomes involved in an ongoing dispute with the Contractor related to the Sub-Contractor's execution, workmanship, or timely performance of their potion of the Work.

Article 6

6.2.2 Change each instance of the word "*Architect*" to "*Prime Professional*".

6.3 Change the word "*Architect*" to "*Prime Professional*".

Article 7
CHANGES IN THE WORK

7.2 **Change Orders**

7.2.1 Change each instance of the word "*Architect*" to "*Prime Professional*".

7.2.2 Add a new Subparagraph as follows:

The maximum mark-up included in a Change Order for profit and overhead is limited to twenty percent (20%) of the total of the actual cost for materials, labor and subcontracts. Profit and overhead include: all taxes, fees, permits, insurance, bond, job superintendent, job and home office expense. All Sub-Contractors and Sub-Sub-Contractors shall acquiesce to the same requirements when participating in a Change Order.

7.3 **Construction Change Directives**

7.3.4 Change the word "*Architect*" to "*Prime Professional*".

7.3.4.1 Change the word "*Architect*" to "*Prime Professional*".

7.3.6 Change this Subparagraph to read as follows:

Upon receipt of a Construction Change Directive signed by the Prime Professional and the Owner, the Contractor shall promptly proceed with the change in the Work and advise the Prime Professional of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.7 Change this Subparagraph to read as follows:

A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall become effective once signed by the Prime Professional and the Owner and will subsequently be incorporated into a Change Order.

7.3.8 Change the word "*Architect*" to "*Prime Professional*".

7.3.9 Change this Subparagraph to read as follows:

Until such time that a Construction Change Directive is recorded as a Change Order, the Contractor may not request payment for Work completed under the Construction Change Directive in Applications for Payment.

7.3.10 Change each instance of the word "*Architect*" to "*Prime Professional*".

7.4 Change each instance of the word "*Architect*" to "*Prime Professional*" and the word "*Architect's*" to "*Prime Professional's*".

Article 8

TIME

8.1 **Definitions**

8.1.2 Change this Subparagraph to read as follows:

The date of commencement of the Work is the date established in the Notice to Proceed.

8.1.3 Change the word "*Architect*" to "*Prime Professional*".

8.2 **Progress and Completion**

8.2.1 Change this Subparagraph to read as follows:

Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work and acknowledges that such period includes time for all applicable submittals, selections, reviews, approvals, inspections, meetings, as well as discovery and investigation of any latent conditions.

8.2.2 Change this Subparagraph to read as follows:

The Contractor shall not knowingly commence the Work prior to the date established in the Notice to Proceed or the effective dates of bond and insurance required to be furnished by the Contractor.

8.3 **Delays and Extensions of Time**

8.3.1 Change this Subparagraph to read as follows:

If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Prime Professional, of an employee of either, or of a Separate Contractor; (2) by labor disputes, pandemics, acts of terrorism, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions in excess of any weather days otherwise provided for in the Contract Documents that are documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (3) by delay authorized by the Owner pending dispute resolution; or (4) by other causes that the Contractor asserts, and the Owner, in consultation with the Prime Professional determines justify delay, then the Contract Time shall be extended for such reasonable time as the Owner, in consultation with the Prime Professional, may determine. Such determination shall take into consideration the critical path of the Work and will be reduced by any float in the Contractor's Construction Schedule that does not affect the overall completion of the Work. Except where such delay is due to suspension by the Owner in accordance with Article 14 or such delay has the effect of stopping all progress of the Work for 14 calendar days or more, the Contract Sum will not be increased for additional general overhead expenses; however, it may be increased for direct expenses directly related to the delay of specific portions of the Work so delayed. Any claim for loss or any delay occasioned by any Sub-Contractor or entity under contract with the Contractor, shall be settled between the Contractor and such other Sub-Contractor or entity.

Article 9
PAYMENTS AND COMPLETION

9.2 **Schedule of Values**

Change this Paragraph to read as follows:

Where the Contract is based on a stipulated sum, the Contractor shall submit a schedule of values to the Prime Professional, at least 10 working days before the first Application for Payment, a schedule of values allocating the entire Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Prime Professional. This schedule, unless objected to by the Prime Professional or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any subsequent changes to the schedule of values shall be submitted to the Prime Professional and supported by such data to substantiate its accuracy as the Prime Professional may require, and unless object to by the Prime Professional or Owner, shall be used as a basis for reviewing the

Contractor's subsequent Applications for Payment.

9.3 **Applications for Payment**

9.3.1 Add a new sentence to the end of this Subparagraph:

The form of Application for Payment will be AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet, or a computer generated form containing similar data.

9.3.1.1 Delete this Subparagraph in its entirety.

9.3.1.3 Add a new Clause to Subparagraph 9.3.1 as follows:
On any contract as described herein, of which the total amount is Two Hundred Fifty Thousand Dollars ($250,000.00) or greater, or on any contract with a subcontractor, regardless of amount, five percent (5%) shall be retained until the Work is at least fifty percent (50%) complete, on schedule and satisfactory in the Prime Professional's opinion, at which time fifty percent (50%) of the retainage held to date shall be returned, subject to consent of surety, to the prime contractor for distribution to the appropriate subcontractors and suppliers; provided, however, that future retainage shall be withheld at the rate of two and one-half percent (2 1/2%). When submitting request for reduction in retainage, the Contractor will include, with the application, a Consent of Surety to Reduction which is AIA Form G707A, and a Power of Attorney. (Code 31-5-33)

9.3.1.4 Add a new Clause to Subparagraph 9.3.1 as follows:

The Contractor must submit each month with this Application for Payment a separate letter stating that he is requesting an extension of time or that he had no need for an extension for that period of time. No payment on a monthly application will be considered due and payable until the letter is received. Complete justification such as weather reports or other pertinent correspondence must be included for each day's request for extension. A Contractor's letter, or statement, will not be considered as adequate justification. The receipt of this request and data by the Owner will not be considered as approval of the Owner or Prime Professional in any way.

9.3.2.1 Add a new Clause to Subparagraph 9.3.2 as follows:

Payment in an amount not greater than the documented cost paid by the Contractor for ~~on~~ materials stored at some location other than the Project site, may be approved by the Prime Professional and the Owner after the Contractor has submitted the following items:

.1 An acceptable Lease Agreement between the General Contractor and the owner of the land, or building, where the materials are stored covering the specific area where the materials are located.
.2 Consent of Surety, or other acceptable Bond, to cover the materials stored off-site.
.3 All Perils Insurance coverage for the full value of the materials stored off-site.
.4 A Bill of Sale from the Manufacturer to the General Contractor for the stored materials.
.5 A complete list and inventory of materials manufactured, stored and delivered to the storage site and of materials removed from the storage site and delivered to the job site.
.6 A review by the Prime Professional of the materials stored off-site prior to release of payment. Where the storage location is greater than 50 miles of the building site, the Contractor shall pay or reimburse reasonable travel costs of the Prime Professional and/or his Consultants for such review.
.7 Guarantee no storage costs, additional delivery fees, or subsequent costs to the Owner.

9.4 **Applications for Payment**

9.4.1 Change each instance of the word "*Architect*" to "*Prime Professional*" and the word "*Architect's*" to "*Prime Professional's*".

9.4.2 Change each instance of the word "*Architect*" to "*Prime Professional*" and each instance of the word "*Architect's*" to "*Prime Professional's*".

9.5 **Decisions to Withhold Certification**

9.5.1 Change each instance of the word "*Architect*" to "*Prime Professional*" and the word "*Architect's*" to "*Prime Professional's*".

9.5.1.7 Delete the word "*repeated*" from this Clause.

9.5.2 Change the word "*Architect*" to "*Prime Professional*".

9.5.3 Delete this Subparagraph in its entirety.

9.5.4 Change each instance of the word "*Architect*" to "*Prime Professional*".

9.6 **Progress Payments**

9.6.1 Change each instance of the word "*Architect*" to "*Prime Professional*".

9.6.2 Change the first line of this Subparagraph to read as follows:

The Contractor shall pay each Sub-Contractor and material supplier, in accordance with Section 31-5-27 of the Mississippi Code 1972, Annotated, in proportion to the percentage of work completed by each less applicable retainage.

9.6.3 Change each instance of the word "*Architect*" to "*Prime Professional*".

9.6.4 Change the word "*Architect*" to "*Prime Professional*".

9.6.9 Add a new Subparagraph as follows:

The amount retained by the Contractor from each payment to each Sub-Contractor and material supplier shall not exceed the percentage retained by the Owner from the Contractor.

9.6.9.1 Add a new Clause to Subparagraph 9.6.9 as follows:

The Contractors shall submit monthly certification, in accordance with Section 31-5-25 of the Mississippi Code 1972, Annotated, on Owner's "Affidavit Certifying Payment to All Subcontractors" form, to the Prime Professional indicating payments to subcontractors on prior payment request.

9.6.10 Add a new Subparagraph as follows:

The Owner agrees to make payment in accordance with Mississippi Law on "Time for full and final payment to contractors; exemptions; monthly submission by contractors of proof of payment to subcontractors", Section 31-5-25 of the Mississippi Code of 1972, Annotated, which generally provides for payment of undisputed amounts within forty-five (45) days of when they are due and payable. Payments by state agencies using the statewide electronic payment and remittance vehicle shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Contractor shall remain responsible and liable for full performance.

9.7 **Failure of Payment**

Change this Paragraph to read as follows:

The Contractor and the Owner shall be subject to the remedies as prescribed in Section 31-5-25 of the Mississippi Code 1972, Annotated.

9.8 **Substantial Completion**

9.8.1 Add the following sentence to the end this Subparagraph to read as follows:

In order to be considered occupiable or utilizable by the Owner, all life safety systems must be operable and tested and the commissioning requirements for the Work or designated portion thereof must be complete except for thermographs of electrical systems, trend log monitoring, seasonal testing, near-warranty end activities and verification of training sessions.

9.8.3 Change this Subparagraph to read as follows:

Upon receipt of the Contractor's list, the Prime Professional will promptly visit the site to determine whether the Work or designated portion thereof is substantially complete. If, in the opinion of the Prime Professional, the Work or designated portion thereof is not substantially complete, the Prime Professional will not proceed with inspection and the Prime Professional will report the reasons for such determination to the Contractor. In such case, the Contractor shall then submit a revised list and request for inspection when these reasons have been resolved.

9.8.4 Change this Subparagraph to read as follows:

When the Work or designated portion thereof is substantially complete and affirmed by the Owner, the Prime Professional will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the punch list accompanying the Certificate. Unless otherwise provided in the Contract Documents, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.9 **Partial Occupancy or Use**

9.9.1 Change each instance of the word "*Architect*" to "*Prime Professional*".

9.9.2 Change the word "*Architect*" to "*Prime Professional*".

9.10 **Final Completion and Final Payment**

9.10.1 Change this Subparagraph and add the associated Clauses to read as follows:

When, in the opinion of the Contractor, the Work is ready for final inspection and acceptance by the Owner, the Contractor shall make such notice to the Prime Professional.

1. *Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance by the Owner, the Prime Professional will promptly visit the site and assess the state of the Work to determine if it is ready for final inspection by the Owner. If, in the Prime Professional's judgment, the Work is not ready for final inspection, the Prime Professional will report the reasons for such determination to the Contractor. In such case, the Contractor shall then submit a revised request for final inspection when these reasons have been resolved.*

2. *Once the Prime determines the Work is ready for final inspection, the Prime Professional will call for final inspection of the with the Owner for the purpose of determining whether the Work is acceptable under the Contract Documents.*
3. *The final inspection shall be conducted in the presence of the Owner and a list of defects or discrepancies, if any, will be compiled into a final punch list furnished to all parties.*
4. *Once corrections of all final punch list items have been confirmed by the Prime Professional, the Prime Professional will provide a letter recommending final acceptance of the Work to the Owner.*

9.10.2 Change this Subparagraph to read as follows:

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Prime Professional (1) final application for payment, (2) consent of surety to final payment, (3) power of attorney, (4) Contractor's affidavit of release of liens, (5) Contractor's affidavit of payment of debts and claims, (6) Contractor's guarantee of work, (7) Project Record Documents and (8) certificates, warranties, guarantees, bonds or documents as called for in the individual sections of the Project Manual. The final payment will be reduced by the value of any amounts assessed to the Contractor

per Section 2.5 Owner's Right to Carry Out the Work, Section 6.3 Owners Right to Clean Up, or Section 9.11 Liquidated Damages where such amounts have not been reconciled by a Change Order per Section 7.2 prior to final acceptance unless such amounts have been resolved via separate agreement(s) between the Owner and the Contractor.

9.11 **Liquidated Damages**

9.11.1 Add a new Paragraph as follows:

Time being of the essence and a matter of material consideration thereof, a reasonable estimate in advance is established to cover losses incurred by the Owner if the project is not substantially complete on the date set forth in the Contract Documents. The Contractor and his Surety will be liable for and will be assessed by the Owner the sums stipulated in Paragraph 2.2 of the Standard Form of Agreement Between the Owner and the Contractor as fixed and agreed as liquidated damages for each calendar day of delay until the work is substantially complete unless circumstances dictate otherwise in the discretion of the Owner. The Contractor and his Surety acknowledge that losses to the Owner caused by the delay of the Contractor are not readily ascertainable and that the amount estimated per day and established as liquidated damages is reasonable and not a penalty.

Article 10
PROTECTION OF PERSONS AND PROPERTY

10.2 **Safety of Persons and Property**

10.2.5 Change this Subparagraph to read as follows:

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Sub-Contractor, a Sub-Sub-Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible for Clauses 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss attributable to acts or omissions of the Owner or Prime Professional and not attributable to the fault or negligence of the Contractor. Where damage or loss is insured under property insurance required by the Contract Documents, the Contractor shall promptly report, file and facilitate the claim process so as to minimize any impacts on the timely completion of the Work. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

10.3 **HAZARDOUS MATERIALS**

10.3.2 Delete this Subparagraph in its entirety.

10.3.3 Delete this Subparagraph in its entirety.

10.3.4 Delete this Subparagraph in its entirety.

10.3.5 Delete this Subparagraph in its entirety.

10.3.6 Delete this Subparagraph in its entirety.

Article 11
INSURANCE AND BONDS

11.1 **Contractor's Insurance and Bonds**

11.1.1 Add a sentence to the end of this Subparagraph as follows:

Insurance shall be purchased to protect the Contractor from claims set forth below for not less than the limits of liability specified below or required by law, whichever coverage is greater, which may arise out of or result from the Contractor's

operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Sub-Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Add new Clauses as follows:

.1 GENERAL LIABILITY:
Commercial General Liability
(Including XCU)

General Aggregate	*$*	*1,000,000.00 Aggregate*
Products & Completed Operations	*$*	*1,000,000.00 Aggregate*
Personal & Advertising Injury	*$*	*500,000.00 Per Occurrence*
Bodily Injury & Property Damage	*$*	*1,000,000.00 Per Occurrence*
Fire Damage Liability	*$*	*50,000.00 Per Occurrence*
Medical Expense	*$*	*5,000.00 Per Person*

.2 OWNERS & CONTRACTORS PROTECTIVE LIABILITY:

Bodily Injury & Property Damage	*$*	*1,000,000.00 Aggregate*
Bodily Injury & Property Damage	*$*	*500,000.00 Per Occurrence*

.3 AUTOMOBILE LIABILITY:
(Owned, Non-owned & Hired Vehicles)
Contractor Insurance Option Number 1:

Bodily Injury & Property Damage	*$*	*500,000.00 Per Occurrence*

(Combined Single Limit)
Contractor Insurance Option Number 2:

Bodily Injury	*$*	*250,000.00 Per Person*
Bodily Injury	*$*	*500,000.00 Per Accident*
Property Damage	*$*	*100,000.00 Per Occurrence*

.4 EXCESS LIABILITY:
(Umbrella on projects over $500,000)

Bodily Injury & Property Damage	*$*	*1,000,000.00 Aggregate*

(Combined Single Limit)

.5 WORKERS' COMPENSATION:
(As required by Statute)
EMPLOYERS' LIABILITY:

Accident	*$*	*100,000.00 Per Occurrence*
Disease	*$*	*500,000.00 Policy Limit*
Disease	*$*	*100,000.00 Per Employee*

.6 PROPERTY INSURANCE:

Builder's Risk	*$*	*Equal to Value of Work*

or

Installation Floater	*$*	*Equal to Value of Work*

11.1.5 Add a new Subparagraph to read as follows:

Insurance shall be maintained without interruption from the date of commencement of the Work until the date of final payment unless otherwise noted on the Certificate of Substantial Completion.

11.1.6 Add a new Subparagraph to read as follows:

Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to final execution of the Contract and

thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. Information concerning reduction of coverage on account of revised limits or clams paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

11.1.7 Add a new Subparagraph as follows:

If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the Contract; the termination date, or the policy, or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment.

11.1.8 Add a new Subparagraph as follows:

If any insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.

11.1.9 Add a new Subparagraph as follows:

The Owner as fiduciary shall have power to adjust and settle a loss with Insurers unless one of the parties in interest shall object in writing within five (5) days after occurrence of loss.

11.2 **Owner's Insurance**

Delete this Paragraph in its entirety and substitute the following:

The Contractor shall purchase and maintain such insurance as will protect the Owner from his contingent liability to others for damages because of bodily injury, including death, and property damage, which may arise from operations under this Contract and other liability for damages which the Contractor is required to insure under any provision of this Contract. Certificate of this insurance will be filed with the Owner and will be the same limits set forth in 11.1.5.

11.2.1 Delete this Subparagraph in its entirety.

11.2.2 Delete this Subparagraph in its entirety.

11.2.3 Delete this Subparagraph in its entirety.

11.3 **Waivers of Subrogation**

11.3.1 Delete this Subparagraph in its entirety.

11.3.2 Delete this Subparagraph in its entirety.

11.5 **Adjustment and Settlement of Insured Loss**

11.5.1 Delete this Subparagraph in its entirety.

11.5.2 Delete this Subparagraph in its entirety.

Article 12
UNCOVERING AND CORRECTION OF WORK

12.1 **Uncovering of Work**

12.1.1 Change each instance of the word "*Architect's*" to "*Prime Professional's*", change the word "*Architect*" to "*Prime Professional*",

and add the words "*or Contract Sum*" at the end of this sentence.

12.1.2 Change each instance of the word "*Architect*" to "*Prime Professional*".

12.2 **Correction of Work**

12.2.1 Change the word "*Architect*" to "*Prime Professional*" and the word "*Architect's*" to "*Prime Professional's*".

12.2.2.1 Change the word "*Architect*" to "*Prime Professional*".

Article 13
MISCELLANEOUS PROVISIONS

13.1 **Governing Law**

Change this Paragraph to read as follows:

The Contract shall be governed by the laws of the State of Mississippi.

13.3 **Rights and Remedies**

13.3.2 Change the word "*Architect*" to "*Prime Professional*".

13.4 **Tests and Inspections**

13.4.1 Change each instance of the word "*Architect*" to "*Prime Professional and Commissioning Authority Professional*".

13.4.2 Change the first two instances of the word "*Architect*" to "*Prime Professional*" and the second two instances of the word "*Architect*" to "*Prime Professional and Commissioning Authority Professional*".

13.4.3 Change the word "*Architect*" to "*Prime Professional's and Commissioning Authority Professional's*".

13.4.5 Change each instance of the word "*Architect*" to "*Prime Professional and/or the Commissioning Authority Professional*".

13.5 Delete this Paragraph in its entirety.

Article 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 **Termination by the Contractor**

14.1.1.3 Change the word "*Architect*" to "*Prime Professional*".
14.1.1.4 Delete this Clause in its entirety.

14.1.3 Change the word "*Architect*" to "*Prime Professional*".

14.1.4 Change the word "*Architect*" to "*Prime Professional*".

14.2 **Termination by the Owner for Cause**

14.2.1.1 Delete the word "*repeatedly*" from this Clause.

14.2.1.3 Delete the word "*repeatedly*" from this Clause.

14.2.1.3 Delete the word "or" from this Clause.

14.2.1.4 Change the period to a semi-colon and add the word "*or*" to this Clause.

14.2.1.5 Add a new Clause as follows:

fails to achieve Substantial Completion of the Project within the time limits established by the Contract Documents.

14.2.2 Change the word "*Architect*" to "*Prime Professional*" and change the words "*certification by*" to "*advice of*".
14.2.4 Change the word "*Architect's*" to "*Prime Professional's*".

Article 15
CLAIMS AND DISPUTES

15.1 **Claims**

15.1.2 Change this Subparagraph to read as follows:

Commencement of Statutory Limitation Period
The Owner and Contractor shall commence all claims and causes of action within the time period specified by applicable state law.

15.1.3.1 Change each instance of the word "*Architect*" to "*Prime Professional*".

15.1.4 Change this Subparagraph to read as follows:

Where both the Owner and the Contractor concur with the Initial Decision Maker's decision, the Contract Sum and Contract Time shall be adjusted in accordance with Article 7 and the Prime Professional will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

15.1.7 Delete this Subparagraph in its entirety.

15.2 **Initial Decision**

15.2.1 Change this Subparagraph to read as follows:

Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3 and 10.4, shall be referred to the Initial Decision Maker for initial decision. The Prime Professional will serve as the Initial Decision Maker. An initial decision by the Initial Decision Maker shall be required as a condition precedent to arbitration or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered by the Initial Decision Maker. The Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

15.2.2 Change the words "*approve the Claim*" to "*recommend approval of the Claim to the Owner*".

15.2.4 Change the words "*reject or approve the Claim*" to "*recommend rejection or approval of the Claim to the Owner*".

15.2.5 Change the Subparagraph to read as follows:

The Initial Decision Maker will render an initial decision to recommend approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision recommendation shall (1) be in writing; (2) state the

reasons therefor; and (3) notify the parties and the Prime Professional, if the Prime Professional is not serving as the Initial Decision Maker, of any recommended change in the Contract Sum or Contract Time or both. Where the Owner concurs with the recommendation it is binding on the parties but subject to arbitration or litigation.

15.2.6 Delete this Subparagraph in its entirety.

15.2..6.1 Delete this Clause in its entirety.

15.3 **Mediation**

15.3.1 Delete this Subparagraph in its entirety.

15.3.2 Delete this Subparagraph in its entirety.

15.3.3 Delete this Subparagraph in its entirety.

15.3.3 Delete this Subparagraph in its entirety.

15.3.4 Delete this Subparagraph in its entirety.

15.4 **Arbitration**

15.4.1 Delete this Subparagraph in its entirety.

15.4.1.1 Delete this Clause in its entirety.

15.4.2 Delete this Subparagraph in its entirety.

15.4.3 Delete this Subparagraph in its entirety.

15.4.4 Delete this Subparagraph in its entirety.

15.4.4.1 Delete this Clause in its entirety.

15.4.4.2 Delete this Clause in its entirety.

15.4.4.3 Delete this Clause in its entirety.

15.5 Add a new Paragraph as follows:

Arbitration Procedures for the Owner

All matters of dispute arising out of any agreement with the Owner or Owner's Board for planning, design, engineering, construction, erection, repair, or alteration of any building, structure, fixture, road, highway, utility or any part thereof, or any agreement with the Owner or Owner's Board for architectural, engineering, surveying, planning, and related professional services which provides for mediation or arbitration, shall comply with the following course for resolution. No arbitration hearing shall be granted on any claim in excess of One Hundred Thousand Dollars ($100,000.00).

15.5.1 Add a new Subparagraph and Clauses as follows:

Conditions Precedent to Arbitration

.1 The aggrieved party must first notify opposing party in writing in detail of the matter(s) in dispute the amount involved and

the remedy sought. Such writing shall include copies of any documents, writings, plans, or other matter pertinent to the resolution of the dispute. The Director/Head of the Owner and a principal of the opposing party shall be the proper parties for such notice and shall be active parties in any subsequent dispute resolution.

.2 If the dispute cannot be satisfactorily resolved, within thirty (30) days of the complaint being rejected in writing by either party, notice by certified mail shall be given to the Director or Head of Owner or Owner's Board. A copy of the notice shall be sent by certified mail to the opposing party. Such notice shall be in writing setting forth in detail the matter(s) in dispute, the amount involved, the remedy sought and state that informal resolution between the parties cannot be reached. Such writing shall include copies of any documents, writings, plans, or other matter pertinent to the resolution of the dispute. Opposing party shall have the opportunity to set forth in writing a rebuttal with pertinent documents attached. At the sole discretion of the Deputy Director, oral testimony may be had on the matter.

15.5.2 Add a new Subparagraph as follows:

Requests for Arbitration

Within thirty (30) days of a claim being rejected in writing by the Director or Head of Owner or Owner's board, either party may request arbitration. Notices for requests for arbitration shall be made in writing to the Executive Director / Director of Owner or Owner's Board. Such notice shall set forth in detail the matter(s) in dispute, the amount involved, and the remedy sought. A copy of the request shall be mailed to the opposite party. The party requesting arbitration must deposit the sum of two hundred ($200.00) with its request as a deposit against costs incurred by the arbitrators. Each party will be notified in writing in any manner provided by law of certified mail not less than twenty (20) days before the hearing of the date, time and place for the hearing. Appearance at the hearing waives a party's right to notice.

15.5.3 Add a new Subparagraph as follows:

Selection of Arbitrators

Upon request for arbitration, a panel of three (3) arbitrators shall be chosen. One (1) member shall be appointed by the Executive Director / Director or Head of Owner or Owner's Board. One (1) member shall be appointed by the executive director of a professional or trade association which represents interests similar to that of the non-state party. The third member shall be appointed by the first two.

15.5.4 Add a new Subparagraph as follows:

Hearings

All hearings shall be open to the public. All hearings will be held in Jackson, Mississippi, unless another location is mutually agreed to by the parties. The hearings shall be conducted as prescribed by ***Mississippi Code 1972, Annotated****, Sections 11-15-113, 11-15-115, and 11-15-117. A full and complete record of all proceedings shall be taken by a certified court reporter. The scheduling and cost of retaining the court reporter shall be the responsibility of the party requesting arbitration. The costs of transcription of the record shall be the responsibility of the party requesting such transcript. No arbitration hearing shall be held without a certified court reporter. Deliberations of the arbitrators shall not be part of the record.*

15.5.5 Add a new Subparagraph as follows:

Awards

Awards shall be made in writing and signed by the arbitrators joining in the award. A copy of the award shall be delivered to the parties by certified mail.

15.5.6 Add a new Subparagraph as follows:

Fees and Expenses

Reasonable fees and expenses, excluding counsel fees, incurred in the conduct of the arbitration shall be at the discretion of

the Arbitrator except each party shall bear its own attorney's fees and costs of expert witnesses.

15.5.7 Add a new Subparagraph as follows:

Modifications, Confirmations, and Appeals

All modifications, confirmations and appeals shall be as prescribed by ***Mississippi Code 1972, Annotated****, Section 11-15-123 et seq. All awards shall be reduced to judgment and satisfied in the same manner other judgments against the State are satisfied.*

15.5.8 Add a new Subparagraph as follows:

Secretary for the Arbitrators

All notices, requests, or other correspondence intended for the arbitrators shall be sent to Executive Director / Director / Head of Owner or Owner's Board.

PART 2 – FEDERAL REQUIREMENTS

2.01 **APPLICABILITY**

When project funding includes Federal funds, the applicable Federal Labor Standards Provisions will be included herein, to which the Contractor, and all Subcontractors, shall be subject to. Where no such pages are included, then no special provisions shall apply.

PART 3 - WAGE RATES

3.01 **GENERAL**

When project funding includes Federal funds, the applicable Federal Government Wage Determinations will be included herein, to which the Contractor, and all Subcontractors, shall be subject to. Where no such pages are included, then no special wages shall apply.

THE CITY OF
OXFORD

Specifications

Temporary Ice Skating Rink for Holly Jolly Holiday

107 Courthouse Square
Oxford, Mississippi

Mayor

Robyn Tannehill

Board of Alderman

Erin Smith, Ward I

Mark Huelse, Ward II

Brian Hyneman, Ward III

Kesha Howell-Atkinson, Ward IV

Preston Taylor, Ward V

Jason Bailey, Pro-Tem, Ward VI

Mary Margaret Crowe, Alderman At-Large

107 Courthouse Square
Oxford, Mississippi 38655

July 2025

I. Technical Specifications

A. The prospective bidder agrees to provide, install, and maintain the following:

- 40’ x 80’ ice skating rink with sides (curved or 90 degree corners). The skating area will be 3,200 square feet.
- High Efficiency Refrigeration Chiller adequate to control ice for the ice rink. The chiller shall include a heat pump, Glycol tanks and dasher board for the 3,200 square foot ice rink.
- 225 ice skates of various sizes.
- Skating aids (10 or more).
- Technician(s) needed for ice skate setup and breakdown.
- Maintenance technician for repair and maintenance service during event. If the skating rink has to be closed for repair, a maintenance technician must be able to be on-site and to repair the rink to full operational status within 24 hours. If the equipment is not working for more than 24 hours, resulting in loss of revenue from the City of Oxford, then the average daily sales will be deducted from final pay app.
-

B. The City of Oxford will provide the following items necessary for operation of the ice skating rink:

- Power source for skating rink within 20 feet of skating rink. 480 volts 3 phase60 Hz 200 amps
- Tap water connection and fees for water use.
- Covered, level, concrete deck area for installation.
- Fork lift to unload materials.

II. Installer’s requirements

- Installers must provide references for similar projects upon request.
- Insurance requirements are listed in Article 11.
- The equipment must be in good working order. Damages resulting from unloading or loading are the responsibility of the installer.
- If the equipment is not working for more than 24 hours, resulting in loss of revenue from the City of Oxford, then the average daily sales will be deducted from final pay app.

III. Performance requirements

The equipment provided should be in good working order. Damages to equipment during unloading or loading is the responsibility of the bidder. The City of Oxford is not responsible for any damages to equipment resulting from installation and maintenance of the product.

A bid bond (or 5% certified check) and a performance bond will be required for this contract. Per the terms on Bonds General Conditions (Page 15), “The Performance Bond is for an amount equal to the full amount of said Contract”.

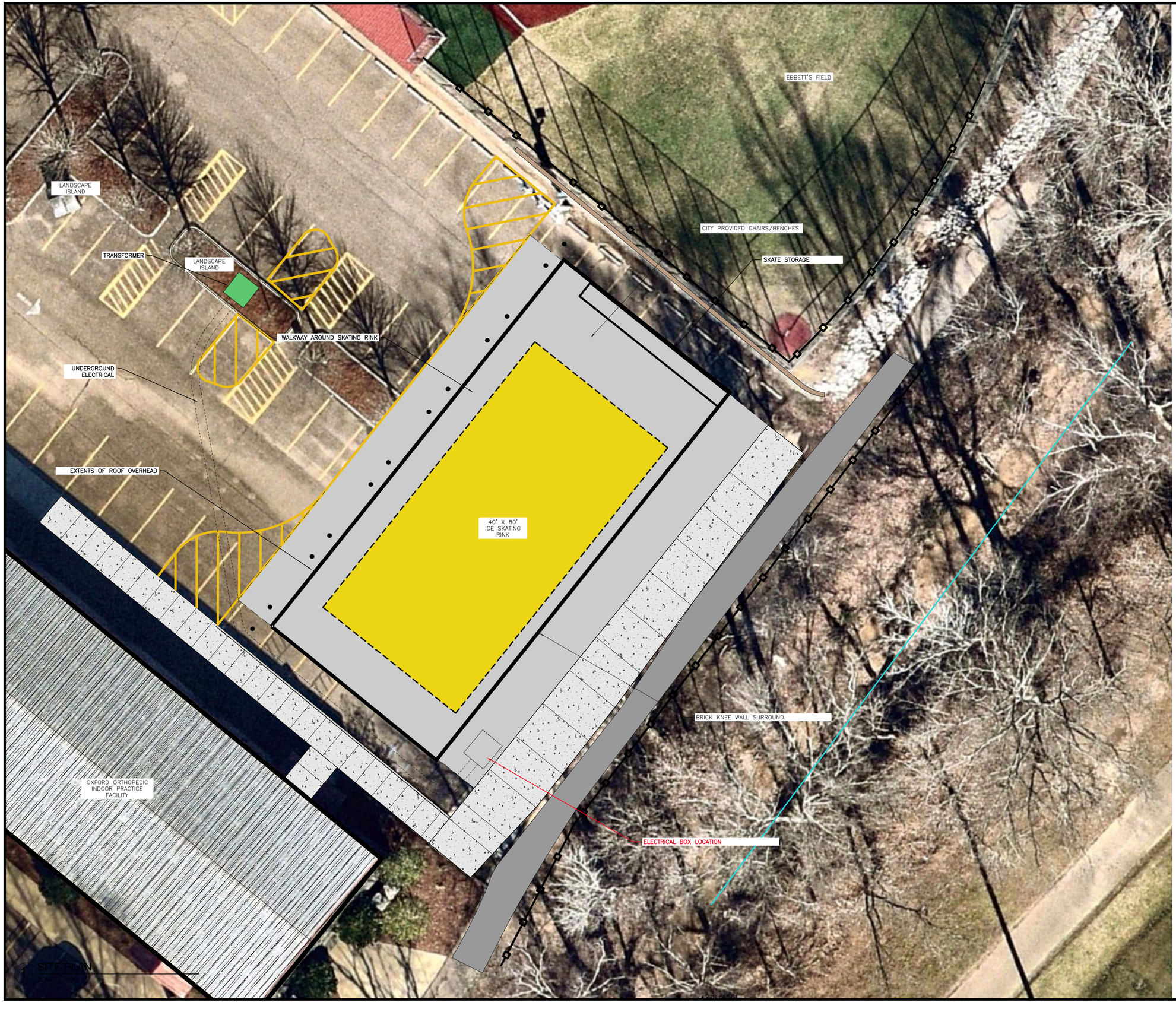
IV. Pre-Bid Conference

A non-voluntary pre-bid meeting will be held at the mTrade Park Pavilion at 11:00 am on August 19th. Potential bidders are highly encouraged to attend the pre-bid meeting.

V. Ice Skating Rink Location See Appendix A

Appendix A

Location of Temporary Ice Skating Rink



1 SITE PLAN
1/16" = 1'-0"

NOTES:

1. TEMPORARY SKATING RINK LAYOUT MAY BE ADJUSTED IN FIELD. THE DRAWINGS ARE ILLUSTRATIVE ONLY.
2. SEE PLAN DOCUMENTS FOR SLAB DEPTH, SLAB SLOPES, AND PLACEMENT OF INTERIOR UTILITIES.
3. THE LOCATION OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE ONLY. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL CONTACT THE UTILITY OWNERS AND REQUEST THEM TO PROPERLY LOCATE THEIR RESPECTIVE UTILITY ON THE GROUND.

FLAT CONCRETE PAVING

40' X 80' ICE SKATING RINK

OXFORD
GENERAL GOVERNMENT
107 Courthouse Square
Oxford, Mississippi 38655

Mark Levy, PLA, ASLA

mTrade Park Pavilion

Temporary Ice Skating Rink Layout

328 Old Sardis Road
Oxford, Mississippi

REVISIONS:

DATE: 07/30/2025

DRAWN BY: Mark Levy

SITE PLAN

SHEET NO.

L100

C:\Users\mlevy\Downloads\mTrade_skating_rink.dwg SAVE:7/29/2025 3:56 PM PLOT:7/30/2025 9:42 AM

8/26/2025
OFFER N° 92_0001.25

RFP 2025-0021 Temporary Ice Skating Rink for Holly Jolly Holiday

To the kind attention to:
City of Oxford, MS

Industrial Frigo Ice USA
200 Hope Steet
Longwood, FL 32750
ph. 407-868-6767

Primary contact
Jorge Pinoncély
Sales Area Manager North America
sales02@industrialfrigoiceusa.com

Secondary contact
Simone Mondini
Sales Area Manager
simone@industrialfrigoice.com

Authorized signatory name and title
Roberto Penocchio
CEO

Dear City of Oxford,

Please find enclosed our bid for the Temporary Ice Skating Rink for Holly Jolly Holiday at City of Oxford, MS. Industrial Frigo Ice USA is exceptionally qualified to meet the terms and fulfill the obligations of your request. Our proposal includes the provision, delivery, installation, training of city staff, and subsequent removal post-event of a complete 40x80 ft (3,200 SF) portable ice rink package.

Industrial Frigo has been manufacturing commercial refrigeration systems worldwide since 1970 and Portable Ice Rinks since 2008. And as the manufacturer, we can assure you that all required equipment will be onsite in working order throughout the entire scope of the event.

Since Industrial Frigo Ice USA is the manufacturer and not a secondary equipment supplier, we are not subject to the supply chain issues currently affecting the industry. Our portable chillers are designed to operate quietly and to be more compact, allowing for easier integration into your event space.

Moreover, we engage our full range of staff, including engineers, technicians, and craftsmen, who possess first-hand knowledge of every piece of equipment in our portable rink package. This hands-on approach guarantees top-notch customer service.

We are capable of scaling the rink size according to your available footprint. If awarded the contract, we will conduct a site visit to obtain exact measurements as necessary. City of Oxford’s rink staff will have 24-hour technical support for the duration of your event.

Statement of Compliance, Legal, Law, Financial and Insurance and Capacity

We hereby confirm our compliance with the sample contract terms and conditions set forth in this Request for Proposal. If awarded the contract, we agree to adhere to and be bound by all terms and conditions as outlined.

Industrial Frigo Ice USA also confirms its legal and financial capacity to execute the City of Oxford's Portable Ice Rink project. With decades of experience, robust resources, and compliance with all regulations, we are equipped to deliver high-quality services efficiently and reliably.

As for insurance coverage, a Certificate of Insurance (COI) will be provided with an endorsement letter naming City of Oxford as additional insured. The managed standard coverage limits are stated in the RFP.

Statement of Ability to Provide Services

Industrial Frigo Ice USA affirms that we have the resources, expertise, and capacity to provide the services requested in the City of Oxford Request for Proposals for Ice Rink Rental. We are fully prepared to deliver and operate the seasonal ice rink in accordance with the specifications outlined in the RFP.

Statement Regarding Resident Contractor Preference Law

Industrial Frigo Ice USA, whose principal place of business is in Longwood, Florida, hereby states that the State of Florida has no resident contractor preference law applicable to public works projects.

This statement is provided in compliance with Mississippi Code §31-3-21(3) and the requirements of the City of Oxford Request for Proposals for Ice Rink Rental.

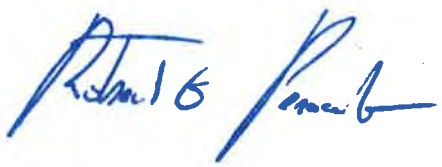
Acknowledgment of Addendum No. 1

Industrial Frigo Ice USA acknowledges receipt of Addendum No. 1, dated August 22, 2025, regarding the City of Oxford Request for Proposals for the Temporary Ice Skating Rink for Holly Jolly Holiday.

We have reviewed the contents of the addendum and have incorporated any related requirements into our proposal.

Thank you for your consideration,
Sincerely,

(X)
Roberto Penocchio
CEO



Meet the Industrial Frigo Ice USA Team

The team designated for City of Oxford possesses extensive experience spanning several decades in the fields of design, installation, engineering, and training related to Industrial Frigo Ice USA products and processes.

The team will be led and supported as follows.

Jorge Pinoncély – Account Sales Manager, Industrial Frigo Ice USA. Jorge has managed the expansion of Industrial Frigo into North American and Latin American markets, bringing extensive experience with attractions of varying sizes and complex design challenges. He will act as the primary point of contact for City of Oxford, overseeing the creation of the team designated to provide support. Additionally, he will handle administrative and logistical coordination between the City of Oxford and the Industrial Frigo Ice USA engineering and installation teams.

Michele Arici – Technical Supervisor, Industrial Frigo Ice since 1998. Michele will be responsible for the oversee of the entire technical project which includes creating all scope of project and design documents from inception to the final launch of the rink.

Cesar Quintero – Lead Engineer & Refrigeration Specialist, Industrial Frigo Ice USA. Cesar has been with Industrial Frigo Ice for 16 years leading rink teams in the field throughout the world. Cesar will lead the production team consisting of technicians and craftsmen to ensure completion of each phase of deliverables.

Gustavo Coltri – Head Technician & Refrigeration Specialist, Industrial Frigo Ice USA. Gustavo has been with Industrial Frigo for 18 years delivering turnkey projects as lead technician & refrigeration specialist. Gustavo will join Mr. Quintero and oversee a team of craftsmen to install and deliver the rink. Mr. Coltri will also be responsible for training all rink employees who will interact with the rink and/or chiller system.

Simone Busi & Ferruccio Panzoni – Lead Technicians & Refrigeration Specialists, Industrial Frigo Ice USA. A part of the vast team of professionals that has been developing for more than 12 years accomplishing worldwide ice and snow experiences installations. Simone and Ferruccio will be an essential piece of the team in North America this 2025-2026 winter season.

Current Projects

Industrial Frigo Ice has dozens of Ice Rink Projects around the world, ranging from Small Portable Rink Packages to Professional Sized Hockey Rinks. But, included within are a few examples of some of our current projects similar in scope to the Seasonal Ice Rink at City of Oxford. While each one is customized to meet customer's needs and expectations, the main rink package for the events below is visually consistent with what you can expect

Small Rink, 40x65 ft (2,600 SF)

These images are meant to illustrate small-scale rinks up to 2,600 SF.

Ruidoso Ice Skating Rink – Ruidoso, NM

Standard Rink, 50x80 ft (4,000 SF)

These images are meant to illustrate standard rinks up to 4,000 SF.

Harbaugh Village – Mullica Hill, NJ

Evans on Ice – Evans, GA

Industrial Frigo Ice USA's "Small" Ice Rink packages range from 2,600 SF to 4,000 SF, and even though our proposal is for a 40x80 ft (3,200 SF) rink it can be scaled up or down to maximize your event space.

Each package includes everything necessary to create and operate the rink including a high-efficiency Chiller, Insulation, Tubing, Pumps & Hoses, Dasher Board Systems, Skates with Cabinets, Rubber Mats, and Skate Tutors along with Mobilization, Installation, Training and Removal.

What is NOT included in this package are: Site Leveling Platform (if needed), Electric Cable from City Power source to the Chiller, Event Seating & Tenting. We do assist and encourage customers to source locally to save on material costs & shipping.

References

A list of Industrial Frigo Ice USA clients for winter projects over the past three years is available upon request.

- Matt DeRose – Heritage Hills Golf Resort, York, PA (717) 324-0706
- Dan Teefey – The Rink at Uptown Mt. Sterling, IL (773) 988-9996
- Mike Boerner – Evans on Ice, GA (706) 244-9125
- Bryan Smith – Friends of Portsmouth, OH (740) 981-3126
- Kyle Clark – Cullman Christkindlmarkt, AL (205) 496-2039

Other Services

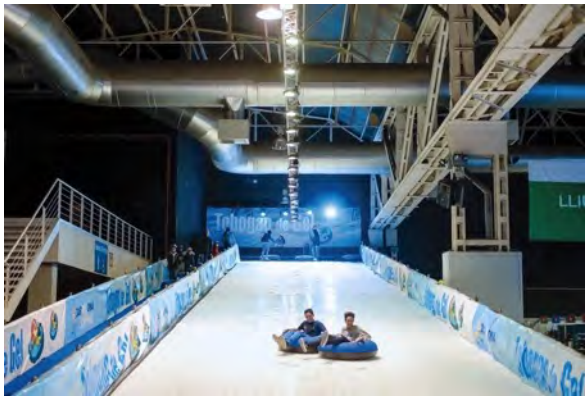
As well, Industrial Frigo Ice USA provides a different kind and next-level Ice and Snow entertainment, offering professional family-friendly attractions:

Ice and Snow Parks

Industrial Frigo ice
ICE & SNOW RIDES MANUFACTURER

Snow Playgrounds

Indoor and Outdoor Ice Slides



Budgetary offer for the turnkey project rental

Running period: 11/22/2025 - 01/04/2026

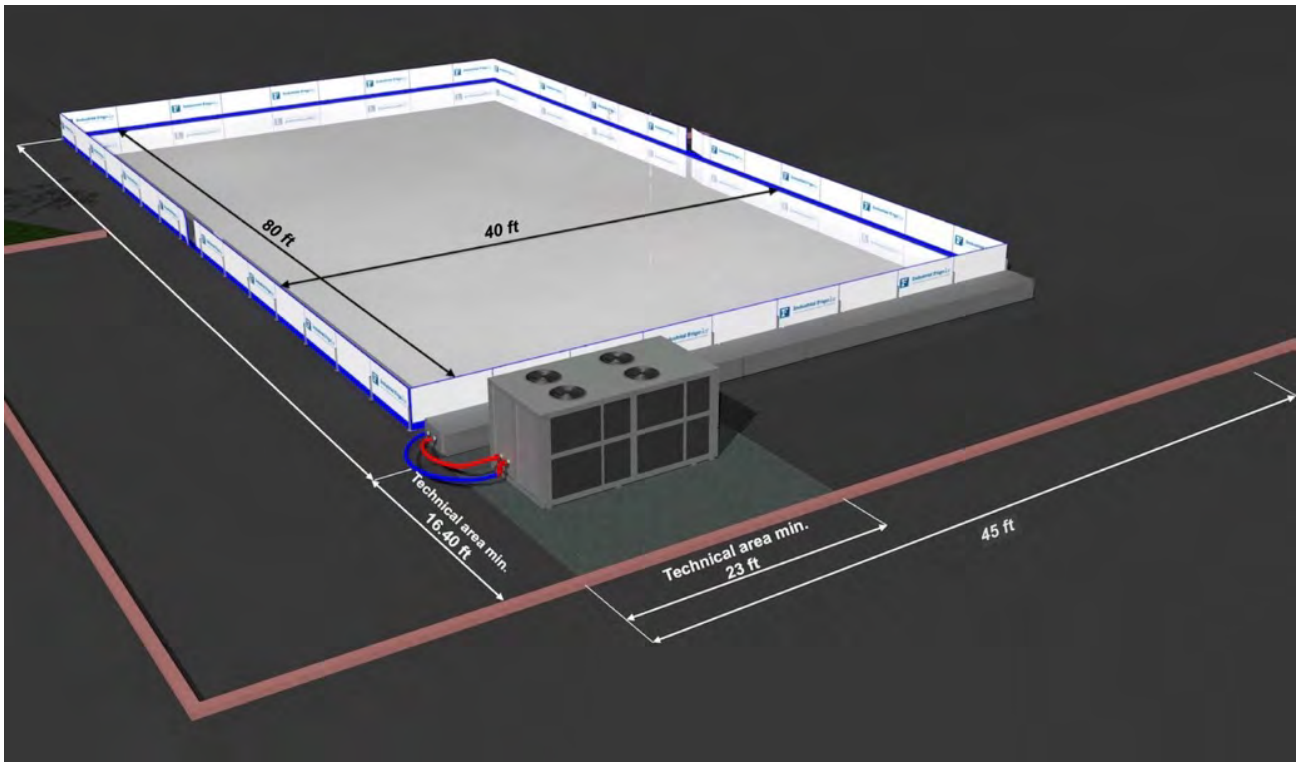
RINK's SIZE 40 X 80 feet = Total surface 3,200 SF

Pos	Description	Quantity	Remarks
1	High Efficiency Refrigeration Chiller: Pump and Tank integrated into the frame	n.1, GRAV130 or similar	*3 phase – 460V – 60Hz*
2	Floor insulation for Temporary Ice Rink	3,200 SF	*Ice mats below the surface*
3	Ethylene Glycol tanks	Yes	
4	Header Iceboxes	n.6	
5	Flexible pipe for connection from Chiller to Header Ice Boxes: standard length up to 30 ft	Yes	
6	Portable Ice Rink Piping System	by total of SF	
7	Dasher board POLYETHYLENE white	by number of feet	*Recreational type, securing the skating surface*
8	Borders POLYETHYLENE Entrance door	n.1	
9	Borders POLYETHYLENE Ice Resurfacer door	n.1	
10	Ice skates	225 pairs	*Sharpened, ready to skate, assorted sizes*
11	Cabinets for skates	n.3	*Storage and display for skates*
12	Skating aids/Tutors	n.10	*Plastic ride-on tutors: dolphin/whale*
13	Manual maintenance tool – Ice resurfacer	n.2	
14	Shipping		*Included*
	SUBTOTAL		**$ 69,500**
15	Installation, disassembly & training		*Included*
16	Taxes		*Included*
	ICE RINK RENTAL TOTAL		**$ 69,500**

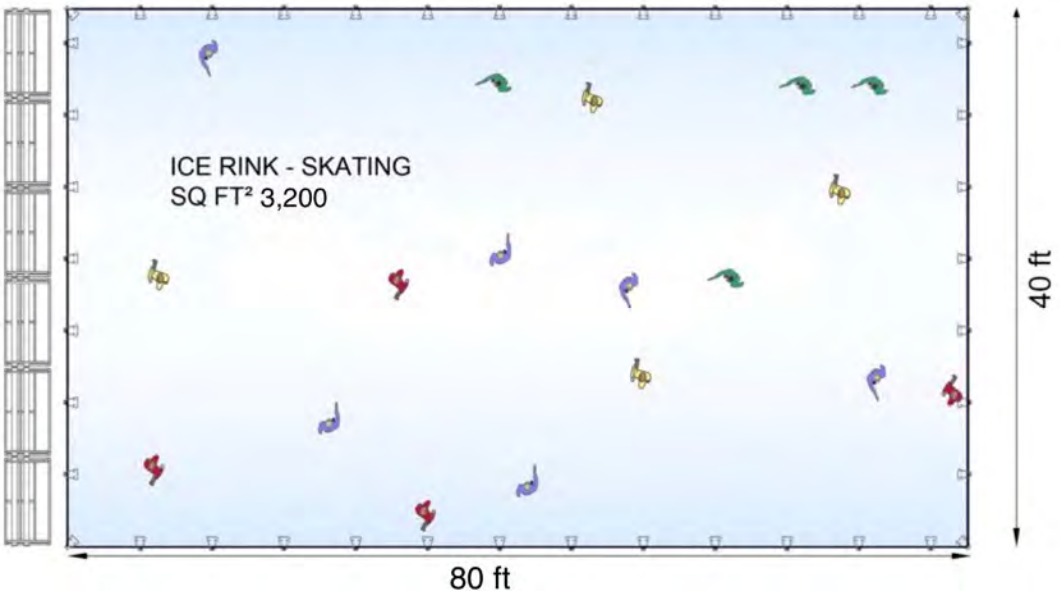
Industrial Frigo USA Inc.
200 Hope Street
Longwood, Florida 32750

Phone: +1 (407) 868 6767
E-mail: sales02@industrialfrigoiceusa.com
Website: www.industrialfrigoiceusa.com

RINK LAYOUT & DESIGN



* Technical areas' location to be confirmed



* Entrance to Ice Rink location to be confirmed

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CHILLERS

SKATES + CABINET

INDOOR PHOTO GALLERY

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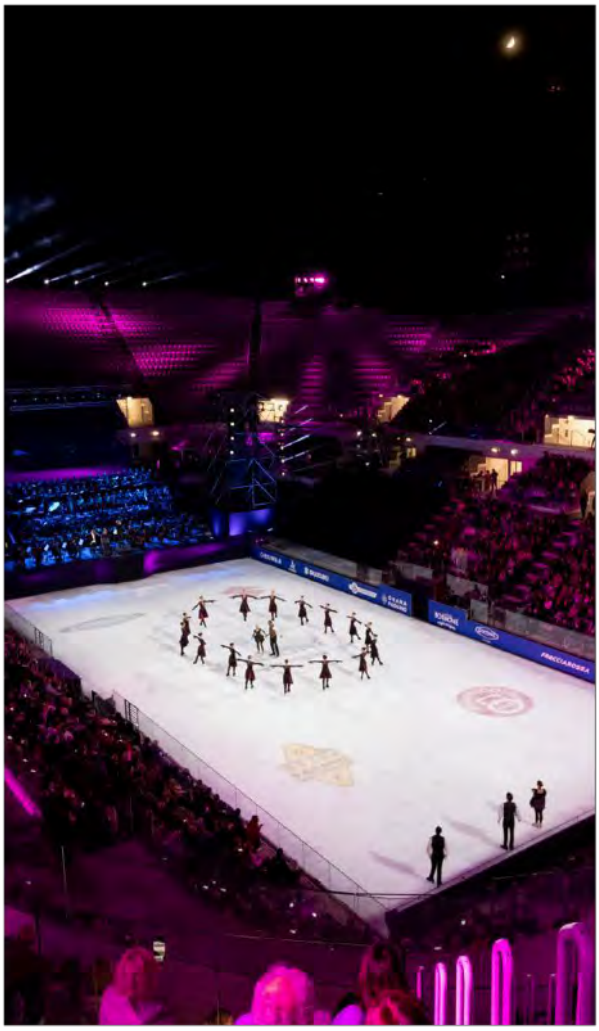
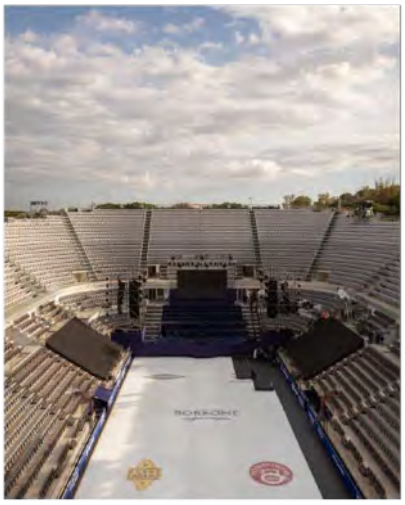
Website: www.industrialfrigoiceusa.com

Industrial Frigo ice
ICE & SNOW RIDES MANUFACTURER

OUTDOOR PHOTO GALLERY





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PROFESSIONAL ICE RINKS PHOTO GALLERY

Industrial Frigo USA Inc.
200 Hope Street
Longwood, Florida 32750

Phone: +1 (407) 868 6767
E-mail: sales02@industrialfrigoiceusa.com
Website: www.industrialfrigoiceusa.com

TERMS & CONDITIONS OF SALE

PAYMENT TERMS:

- 40% – Deposit to guarantee rink
- 50% – 30 days Prior to Delivery & Installation
- 10% – 7 days Upon Completion of Installation

OFFER VALIDITY: 30 days

NOT INCLUDED IN THE PRICE:

- Water
- Electricity

INSTALLATION & TRAINING:

- 01 technician from Industrial Frigo Ice is required for installation, customer to provide 4 workers and hotel room for Industrial Frigo Ice tech.
- Supplier's site approval: An inspection will be carried out by Supplier's staff prior to the installation to verify the location requirements.
- Technician training: will be available during installation for any person(s) requested by customer.

CUSTOMER CHARGES:

- Loading and unloading our equipment and materials to the working area and their storage into a safe area.
- The construction phase will occur within 5 (five) to seven (seven) days prior to the rink opening. The work site will be kept free of debris, water and electricity must be available.
- Manpower: the Customer must provide manpower as requested above during installation as listed above.
- Site supervision 24/7. The protection of machinery, equipment, means and materials, including third parties, which could be damaged during the execution of the work.
- Forklift 8,000 lbs. capacity for unloading materials and placement.
- Platform or floor leveling.

MAIN EXCLUSIONS:

- Permits, Insurance, State taxes, local taxes any other applicable taxes. Ground preparation works to be performed by Industrial Frigo accordingly.
- Tap water connection.
- Electrical: the connection of the chiller to the power grid. 3 phase, 460v, 60Hz.
- Day-to-day management and operational staffing of the rink.
- Anything that is not specifically listed and quoted in this document.

For Industrial Frigo Ice USA

(X)

Roberto Penocchio
CEO

CLIENT'S NAME, STAMP & SIGNATURE

Please send back to: info@industrialfrigoice.com

Industrial Frigo USA Inc.
200 Hope Street
Longwood, Florida 32750

Phone: +1 (407) 868 6767
E-mail: sales02@industrialfrigoiceusa.com
Website: www.industrialfrigoiceusa.com

REQUIRED ASSISTANCE FROM CUSTOMER

PRIOR TO THE INSTALLATION OF THE ICE RINK

- Ensure the site is prepared and foundation leveled according to the agreed specifications.
- Arrange for any necessary permits and inspections.
- 3 phase, 460V and 200A per chiller, or as agreed.
- 300 kcmil copper cable or 400 kcmil aluminum cable for electrician to connect the Chiller to the main power board. Consider 30 ft as max. distance between Chiller and main power board.
- Access to standard water garden hose connection with minimum 45 psi.
- 01 standard water hose to reach entire length of the rink from the source + standard hose spray nozzle.
- Loading and unloading our equipment and materials to the working area and their storage into a safe area as it arrives:
    - 8,000 lb. capacity forklift with charged battery or gas, as required.
- Local team preparations:
    - Provide a designated contact person for local and tech. Communication.
    - Provide a list of personnel that will receive the training during installation.
- As equipment and accessories arrive, unload and secure in on-site premises.

DURING THE INSTALLATION/DEINSTALLATION

- Ensure on-site storage space for equipment and tools.
- Local team start activities:
    - Ensure the agreed workforce team and meet with IF tech lead on his arrival.
    - Team required by installation start day and deinstallation start day:
        - 01 electrician, to connect/disconnect Chiller(s) to power and confirm electric stability.
        - 04 workers for 03 days for rink installation/deinstallation.
        - 01 worker for 03 nights after ice rink installation for ice building and first ice maintenance.
        - Local venue operations head and security personnel.
    - Equipment and materials required for installation and deinstallation:
        - 8,000 lb. capacity forklift with charged battery or gas for both installation and deinstallation.
        - 300 kcmil copper cable or 400 kcmil aluminum cable for electrician to connect to the Chiller to the main power board.
        - 01 standard water hose + standard hose spray nozzle, by total ice rink length + location of hose connection feet req.
        - 50-100 ft. medium duty outdoor extension cord.
        - Standard power outlet for power tools (110v) on-site.
- Lodging for the 01 technician from Industrial Frigo whilst installation and deinstallation.
- Address any questions or concerns promptly with the project manager or the techs.

WINNING SOLUTIONS

ICE & SNOW RIDES MANUFACTURER

Industrial Frigo ice

ICE & SNOW RIDES MANUFACTURER

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/03/2024

PRODUCER 407-383-3659

BENSON INSURANCE INC
ADAM BENSON
308 CAMBRIDGE BLVD
WINTER PARK, FL 32789

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INDUSTRIAL FRIGO USA INC.
200 HOPE ST
LONGWOOD, FL 32750

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: CAPITOL SPECIALTY INSURANCE CORP.	10472
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	Y	**GENERAL LIABILITY** COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PROJECT [ ] LOC	: BR20221991-03	11/16/2024	11/16/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS › COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON›OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY › EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A	Y	**EXCESS/UMBRELLA LIABILITY** [X] OCCUR [ ] CLAIMS MADE DEDUCTIBLE RETENTION $	BX20221992-03	11/16/2024	11/16/2025	EACH OCCURRENCE AGGREGATE PRODUCTS COMPLETED	$ 4,000,000 $ 4,000,000 $ 4,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU› TORY LIMITS [ ] OTH› ER E.L. EACH ACCIDENT E.L. DISEASE › EA EMPLOYEE E.L. DISEASE › POLICY LIMIT	 $ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

PORTABLE ICE SKATING RINK SALES AND RENTAL COMPANY
LOCATION OF RENTAL: MTRADE PARK PAVILION, OXFORD, MS

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, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

THE CITY OF
OXFORD

INVITATION TO BID

Temporary Ice Skating Rink for Holly Jolly Holiday

107 Courthouse Square
Oxford, Mississippi

Mayor

Robyn Tannehill

Board of Alderman

Erin Smith, Ward I

Mark Huelse, Ward II

Brian Hyneman, Ward III

Kesha Howell-Atkinson, Ward IV

Preston Taylor, Ward V

Jason Bailey, Pro-Tem, Ward VI

Mary Margaret Crowe, Alderman At-Large

107 Courthouse Square
Oxford, Mississippi 38655

July 2025

NOTICE TO BIDDERS

The Mayor and Board of Aldermen of the City of Oxford, Mississippi, will receive sealed bids for the following project:

Temporary Ice Skating Rink for Holly Jolly Holiday

The CITY OF OXFORD is seeking bids from qualified companies to provide, install, and maintain a 40' x 80' ice skating rink from November 22nd 2025 until January 4th 2026 at mTrade Park in Oxford, Mississippi. The technical specifications are available to view free of charge at oxfordmsbids.com. Bidders are encouraged to download and review documents prior to submission. A non-voluntary pre-bid meeting will be held at the mTrade Park (the site) outdoor pavilion (328 Highway 314, Oxford, MS) on at 11:00 am on August 19th.

Bids may be submitted via hand-delivery, US Mail, or electronic submission. All bids are due on or before **Thursday, August 28nd at 11:00 am** at which time qualified bids will be publicly opened. Bids must be accompanied by a bid bond or certified check not less than 5% of the total bid.

Submit sealed hard copies via hand-delivery or mail to:

City of Oxford
Temporary Ice Skating Rink for Holiday Jolly Holiday
107 Courthouse Square
Oxford, MS 38655

Electronic submission may be uploaded to:

www.oxfordmsbids.com

For questions regarding website registration and online orders, please contact Plan House Printing at (662) 407-0193.

For questions regarding the technical specifications, please contact Mark Levy at (662) 236-1206 or mlevy@oxfordms.net

The project will be awarded based on the best-qualified bid and is subject to the approval by the Mayor and Board of Aldermen. The Board of Aldermen reserves the right to reject any and all bids and to waive any and all informalities.

Publish:

Wednesday, July 30, 2025
Wednesday, August 6, 2025

INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.01 **QUESTIONS:** Questions should be directed to the Professional. Should a Bidder find discrepancies in, or omissions from, the procurement documents, or be in doubt as to their meaning, the Bidder should immediately notify the Professional. The Professional will send written instruction(s) or interpretation(s) to all known holders of the documents. Neither the Owner, nor the Professional, will be responsible for any oral instruction or interpretation.

1.02 **BIDDER'S QUALIFICATIONS:**

A. **Certificate of Responsibility:** The Mississippi State Board of Contractors is responsible for issuing Certificates of Responsibility to Contractors. To be awarded a Contract for public work, Sections 31-3-15 and 31-3-21 of the **Mississippi Code of 1972, Annotated** requires a Contractor to have a current Certificate of Responsibility at bid time and during the entire length of the job. The Certificate of Responsibility number issued becomes a significant item in all public bidding.

B. **Bid Under $50,000:** If a Bidder submits a bid not exceeding $50,000, no Certificate of Responsibility number is required; however, a notation stating the *bid does not exceed $50,000* shall appear on the face of the envelope, or a Certificate of Responsibility number.

C. **Bid Over $50,000:** Each Bidder submitting a bid in excess of $50,000 shall show its Certificate of Responsibility number on the bid and on the face of the envelope containing the bid.

D. **Joint Venture Bid:** When multiple Contractors submit a joint venture bid in excess of $50,000, a *joint venture* Certificate of Responsibility number shall be shown on the bid and on the face of the envelope containing the bid. If the Multiple-Contractor joint venture has no *joint venture* Certificate of Responsibility number, each of the Contractors participating in the bid shall indicate their individual Certificate of Responsibility numbers on the bid and on the face of the envelope.

1.03 **NON-RESIDENT BIDDER:** When a non-resident Bidder (a Contractor whose principal place of business is outside the State of Mississippi) submits a bid for a Mississippi public works project, one of the following is required and shall be submitted with the Proposal Form: (Code 31-3-21(3))

A. **Copy of Law:** If the non-resident Bidder's state has a resident Bidder preference law, a copy of that CURRENT law shall be submitted with the Proposal Form.

B. **Statement:** If the state has no such law then a statement indicating *the State of (Name of State) has no resident Contractor preference law* shall be submitted with the Proposal Form.

1.04 **DISQUALIFICATION OF BIDDER:** A Bidder may be disqualified for any of the following reasons:

A. Failure to comply with the bid requirements.

B. Bidder is in arrears on existing Contracts with the Owner or another state agency, university, community college, or junior college.

C. Bidder is involved in an ongoing dispute related to the Bidder's execution, workmanship, or timely performance of a previous Contract with the Owner or another state agency, university, community college, or junior college.

D. Bidder has defaulted on a previous Contract with the Owner of another state agency, university, community college, or junior college.

1.05 **CONDITIONS OF WORK:** Each Bidder must fully inform himself of all conditions relating to the construction of the Project and employment of labor thereon. Failure to do so will not relieve a successful Bidder of obligations to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Bidder must employ methods, or means, which will not cause interruption of, or interference with, the work of any other Bidder, or Contractor.

1.06 **EXAMINATION OF SITE:** All Bidders, including the general Contractor and Subcontractors, shall visit the building site, compare the Drawings and Project Manual with any work in place and be informed of all conditions. Failure to visit the site will in no way relieve the successful Bidder from furnishing any materials or performing any work required to complete work in accordance with Drawings and Project Manual without additional cost to the Owner.

1.07 **LAWS AND REGULATIONS:** The Bidder's attention is directed to the fact that all applicable Mississippi state laws, rules and regulations of all authorities having jurisdiction over construction of the Project apply to the Contract.

1.08 **OBLIGATION OF BIDDER:** At the bid opening, each Bidder will be presumed to have inspected the site, read and

become thoroughly familiar with the Drawings and the Project Manual, including all addenda.

1.09 **BID DOCUMENT DEPOSIT AND RETURN:** The deposit amount, if any, shall be established as the estimated actual cost of copying and reproduction plus shipping via USPS standard Ground Transportation, is shall be indicated in the Advertisement for Bids. Bidders may request shipping via express carrier or expedited delivery at their own additional cost. Upon returning the documents to the Professional within ten (10) working days of the bid date and in good condition, all document holders will be refunded the full deposit amount. Further, any document holder who is awarded the contract, related subcontracts and/or vendor agreements may elect to retain their documents and request refund of the full deposit amount upon execution of the construction contract and approval of general contractor, however; such documents shall be counted toward the total number of copies furnished free of charge to the general contractor. No partial sets of documents will be issued. Selected trade organizations, plan rooms and web-based distribution networks will be issued one (1) set of documents without charge.

PART 2 - PROPOSAL FORM

2.01 **METHOD OF BIDDING:** Lump sum, single bids received on a general contract will include general, mechanical and electrical construction and all work shown on Drawings or specified in the Project Manual.

2.02 **PROPOSAL FORMS:** The Bidder shall make all proposals on forms provided and shall fill all applicable blank spaces without interlineations or alteration and must not contain recapitulation of the work to be done. No oral or telegraphic proposals will be considered.

2.03 **TIME OF COMPLETION:** The Bidder shall agree to commence work on, or before, a date specified in a written *Notice to Proceed* and fully complete the Project within the calendar days indicated on the Proposal Form.

2.04 **BASE BID AND ALTERNATES:**

A. On the Proposal Form, the Bidder shall write out the Base Bid amount in words and include the numerical amount The written word shall govern.

B. The Proposal Form shall contain a brief description of each alternate modifying the scope. The Bidder shall write out the amount in words and include the numerical amount for each alternate. The written word shall govern.

2.05 **SUBSTITUTIONS:** No substitutions, qualifications or redefining of the Specification requirements are allowed to be marked on the Proposal Form, unless specifically required by the Bid Documents.

2.06 **ADDENDA:** Any addenda to the Drawings or Project Manual issued before or during the time of bidding shall be included in the proposal and become a part of the Contract. The Proposal Form will have ample space to indicate the receipt of addenda. When completing the Proposal Form, the Bidder shall list the Addendum number in spaces provided.

2.07 **BIDDER IDENTIFICATION:**

A. **Signature:** The Proposal Form shall be signed by any individual authorized to enter into a binding agreement for the Business making the bid proposal.

B. **Name of Business:** The name appearing on the Proposal Form should be the complete spelling of bidder's name exactly as recorded at the Secretary of State, which should also be the same as at the Mississippi State Board of Contractors.

C. **Legal Address:** The address appearing on the Proposal Form should be the same address as recorded at the Secretary of State, which should also be the same as at the Mississippi State Board of Contractors.

D. **Certificate of Responsibility Number(s):** The Certificate of Responsibility Number(s) appearing on the Proposal Form should be the same number appearing in the current Mississippi State Board of Contractors Roster.

2.08 **BID SECURITY:** The Bid Security shall be in the form of a Bid Bond, or a Certified Check:

A. **Bid Bond:** The Bidder may submit a Bid Bond by a Surety licensed in Mississippi in the amount of five percent (5%) of the base bid. The Bid Bond shall be duly executed by the Bidder, a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department OR signed by the Surety AND countersigned by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department https://www.mid.ms.gov (or most up-to-date link) (No standard form is required for the Bid Bond.) Where bid is to be submitted electronically, a scanned copy of bid bond is acceptable.

B. **Certified Check:** The Bidder may submit a certified check made out to the *Owner* in the amount of five percent (5%) of the base bid. All checks received from Bidders will be returned upon request, unless a Bidder is one (1) of the three

(3) apparent low Bidders. The three (3) apparent low Bidder's checks will be held for forty-five (45) days, unless a Contract is awarded and executed in less time. Where bid is to be submitted electronically, certified check must be physically delivered to the address indicated on the Advertisement for Bids prior to the time and date stated.

2.09 **POWER OF ATTORNEY:** Each bid security must be accompanied by an appropriate Power of Attorney. No Power of Attorney is necessary with a certified check.

PART 3 - SUBMITTING THE PROPOSAL FORM

3.01 **SUBMITTAL:** A bid must be either submitted electronically via www.oxfordmsbids.com or physically delivered to the address indicated on the Advertisement for Bids prior to the time and date stated.

A. **Physical Submittal:** If physically submitted, only one original of Bid Proposal shall be submitted which should be sealed in an opaque envelope marked, mailed or hand-delivered as shown below. If the Bid is mailed, the bid envelope shall be placed inside a second envelope to prevent inadvertent premature opening of the Proposal.

(In upper left hand corner)
Name of Firm (complete spelling of bidder's name and address – exact as recorded at the Secretary of State which should be the same as you applied for at the Mississippi State Board of Contractors)

(Bid shall be addressed and delivered to)

(In lower left hand corner)
Bid for Project # _____
Title _____
Using Agency _____
Under $50,000.00 (add statement)

B. **Electronic Submittal:** Bidders must be registered prior to submitting bids electronically. It is the responsibility of the Bidder to allow sufficient time to complete or confirm such registration before the date and time established to receive bids. Information on registration and bidding electronically may be found at www.oxfordmsbids.com. For further assistance e-mail Mark Levy at mlevy@oxfordms.net

3.02 **MODIFICATION TO BID:** A bidder may only modify the bid prior to the scheduled closing time indicated in the Advertisement for Bids in the following manner:

A. **Physical Bid:** A modification may be written on the outside of the sealed envelope containing the bid.
B. **Electronic Bid:** Information and attachments may be modified and re-submitted.

3.03 **WITHDRAWAL OF BID:** Any bid may be withdrawn prior to the scheduled time for opening of bids. However, after the scheduled opening, bids may not be withdrawn until forty-five (45) calendar days after bid opening.

PART 4 - BID OPENING AND AWARD OF CONTRACT

4.01 **OPENING OF BIDS:** Bids will be publicly opened shortly after the time stated in the Advertisement for Bids. Bidder representatives are invited; however, attendance is not mandatory. Closure of agency preventing the opening of bids at the advertised date and time due to Force Majeure Event reasons will result in bids being received and publicly opened by the next business day that the agency shall be open and at the previously advertised time unless an Addendum is issued. Physical Bids without a Certificate of Responsibility on the outside of the envelope, or a statement indicating bid is under $50,000.00, will not be opened. Electronic Bids where Certificate of Responsibility or statement indicating bid is under $50,000.00 is not entered as response to required question will, not be considered.

4.02 **IRREGULARITIES:** The omission of any information requested on the Proposal Form may be considered as an informality, or irregularity, by the awarding public body when in their opinion the omitted information does not alter the

amounts contained in the submitted bid proposal, or place other Bidders at a disadvantage.

4.03 **PROTEST:** Any protest must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening.

4.04 **ERRORS:** Any claim of error and request for release from bid must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening. The Bidder shall subsequently and promptly provide sufficient documentation with the written request clearly proving an error was made. Failure to provide such documentation adequate to prove an error may result in forfeiture of Bid Security to the Owner.

4.05 **AWARD OF CONTRACT:** The Owner reserves the right to reject any or all bids. A Contract will be awarded (subject to receipt of an executable contract) on the basis of the lowest, responsive, responsible base bid, or lowest combination of base bid and those alternates selected by the Owner generally in the order listed unless a different order is determined to be in the best interest of the Using Agency and/or Owner and which produces a total within available funds. Where such bidder fails to enter into a contract, the Owner reserves the right to award to the next lowest responsive, responsible bidder or resolicit the project.

4.06 **FAILURE TO ENTER INTO A CONTRACT:** The Bidder shall forfeit the Bid Security to the Owner as liquidated damages for any of the following reasons:

A. Prior to award, failure, or refusal, to furnish the names, classifications and COR #s of Sub-Contractors over Fifty Thousand Dollars ($50,000.00) as well as entities who are to furnish materials or equipment fabricated to a special design within three (3) working days after receipt of Notice of Intent to Award the Contract.

B. Prior to award, failure, or refusal, to furnish substitute acceptable Sub-Contractors or entities within five (5) working days of when the Owner or Prime Professional has made reasonable objection to those initially submitted.

C. Following Notice of Award (subject to executable contract), failure, or refusal, to execute and deliver the Form of Agreement Between the Owner and the Contractor, the Performance and Payment Bond, and the Certificate of Insurance within ten (10) working days after receipt of same from the Professional.

4.07 **SECURITY FOR FAITHFUL PERFORMANCE:** Simultaneously, with delivery of the executed Contract, the Contractor will furnish a Surety Bond, or Bonds, as security for faithful performance, the payment of all persons performing labor on the project, and furnishing materials in connection with this Contract. The Surety on such Bond, or Bonds, will be a duly authorized surety company satisfactory to the Owner and meeting all of the following requirements:

A. Licensed at the time of award by the State of Mississippi's Commissioner of Insurance for the purpose of providing surety. https://www.mid.ms.gov (or most up-to-date link)

B. Listed at the time of award in the Department of the Treasury's **Federal Register** as a company holding certificates of authority as acceptable sureties on Federal Bonds, commonly referred to as the Treasury List.

C. All Bonds shall be executed on the form provided in the Project Manual under Section 00 6100 entitled *Contract Bond*.

D. The Contract Bond shall be duly executed by the Bidder, a Surety licensed in Mississippi signed by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department OR signed by the Surety AND countersigned by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department with the name and address typed (or lettered legibly), and Surety Seal (preferably embossed). https://www.mid.ms.gov (or most up-to-date link)

E. All Bonds must be accompanied by an appropriate Power of Attorney dated same as Contract Bond and sealed (preferably embossed).

PART 5 - BIDDER'S CHECKLIST

The following checklist is for the Bidder's assistance only. It is not inclusive and does not have to be included with the Proposal Form when submitting a bid proposal.

5.01 **PROPOSAL FORM**: (only one original proposal form to be submitted)

Base Bid

(x) Write in the amount of the base bid in words and numbers. In the case of a conflict, the written word shall govern.

Alternates

( ) Write in each alternates amount in words and numbers. In the case of a conflict, the written word shall govern.

Addenda

(x) Acknowledge the receipt of each addendum by writing in the number of the addendum.

Acceptance

(x) Proposal is signed by authorized person

(x) Name of Business - complete spelling of bidder's name and address - exact as recorded at the Secretary of State

which should be the same as you applied for at the Mississippi State Board of Contractors.

(x) Legal address of the business listed above (at SOS and Contractor's Board)

( ) Correct Certificate of Responsibility Number(s) as it appears in the current MS State Board of Contractors Roster

Certificate of Responsibility Number(s)

( ) Base Bid is under $50,000 and no number is required AND the statement "bid does not exceed $50,000" is on the outside of the sealed envelope or statement included with electronic bid

OR ( ) Base Bid is $50,000 or more and number is required and is on the outside of the sealed envelope or included with electronic bid

( ) Joint Venture and *joint venture* number is required

OR ( ) Joint Venture participants' numbers are required

5.02 **BID SECURITY:**

( ) Included Bid Bond

OR (x) Included Certified Check

5.03 **POWER OF ATTORNEY:**

( ) Included Power of Attorney

5.04 **NON-RESIDENT BIDDER:**

( ) Attached a Copy of Non-Resident Bidder's Preference Law

OR (x) Attached a Statement

5.05 **SUB-CONTRACTORS NAME:**

( ) List any Mechanical, Plumbing, and/or Electrical Sub-Contractors regardless of cost.

* List name even for under $50,000 (see 5.06 regarding COR)
* Fire Protection Sprinkler Contractors do not have to be listed
* If there is a separate HVAC/Plumbing Sub-Contractor, so notate as mentioned herein
* If Mechanical, Plumbing, and/or Electrical Sub-Contractor is performed by the General, be sure the General has a COR for said discipline
* If there is no Mechanical, Plumbing, and/or Electrical Sub-Contractor listed, then use of Sub-Contractor to perform such scope will not be permitted.

5.06 **SUB-CONTRACTORS' COR NUMBER**

( ) * List Certificate of Responsibility Number for any listed Sub-Contractor over $50,000.00

***** END OF SECTION *****

PROPOSAL FORM

To: City of Oxford
107 Courthouse Square
Oxford, Mississippi 38655

Re: Project # 2024-0021
Project Title Temporary Ice Skating Rink for Holly Jolly Holiday
Location 328 Old Sardis Road, Oxford, MS 38655

I propose to complete all work in accordance with the Bid Specifications and Drawings by November 22nd, 2025 for the sum of:

BASE BID: **(**Write in the amount of the base bid in words and numbers. In case of conflict, the written word governs.)

Words: Sixty-nine thousand five hundred and 00/100 Dollars
Figures: ($ 69,500.00)

ALTERNATES: **(**Write in the amount of all of the alternates in words and numbers. In case of conflict, the written word governs.)

Alternate #1 ☐ Adds ☐ Deducts
Words: _____Dollars
($_____)
Description: _____
_____

Alternate #2 ☐ Adds ☐ Deducts
Words: _____Dollars
($_____)
Description: _____
_____

Alternate #3 ☐ Adds ☐ Deducts
Words: _____Dollars
($_____)
Description: _____
_____

Alternate #4 ☐ Adds ☐ Deducts
Words: _____Dollars
($_____)
Description: _____
_____

Alternate #5 ☐ Adds ☐ Deducts
Words: _____Dollars
($_____)
Description: _____
_____

ADDENDA ACKNOWLEDGMENT:

No. 1, August 22, 2025 No. _____ No. _____

No. _____ No. _____ No. _____

ACCEPTANCE:

July 30, 2025

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

(X) Signature _____ Date August 27, 2025

Name and Title Roberto Pennochio, CEO

Name of Business Industrial Frigo USA Inc

Address 200 Hope Street (mailing)

Address 200 Hope St (physical)

City/State/Zip Code Longwood, Florida, 32750 County USA

Phone 407 868 6767 Fax _____ Email sonia@industrialfrigoice.com

- **BIDDER'S CERTIFICATE OF RESPONSIBILITY NUMBER:** _____

- **Mechanical / Plumbing / Electrical Contractors:**

Regarding said Divisions of the Specifications of the Owner's Standard Form of Agreement Between The Owner and The Contractor:

List any Mechanical/Plumbing and/or Electrical Sub-Contractors that will perform work of this contract, regardless of cost even for under $50,000.00. COR must be included where sub-contract exceeds $50,000.00. If no sub-contractor is listed, and such work is within scope of contract and over $50,000.00, bidder's own COR classification(s) must be sufficient to self-perform any such work. If no sub-contractor is listed, then use of sub-contractor to perform such scope will not be permitted.

Mechanical Contractor: _____ Certificate of Responsibility No. _____
Plumbing Contractor: _____ Certificate of Responsibility No. _____
Electrical Contractor: _____ Certificate of Responsibility No. _____

STANDARD FORM OF AGREEMENT BETWEEN
THE OWNER AND THE CONTRACTOR

This Agreement made the _____ day of _____, 20_____ between the Owner,

City of Oxford
107 Courthouse Square
Oxford, Mississippi 38655

and between the Contractor:

Business Name_____
Address _____
City/State/Zip _____ Phone: _____Fax:_____Email:_____

The Contractor is a (check and complete one of the following):

_____ ☐ CORPORATION or ☐ LLC solely organized and existing under the laws of the State of _____ and having its principal office in _____, _____, _____
(State) (City) (County)

_____ PARTNERSHIP of the following (list all partners):
_____
_____
_____

_____ SOLE PROPRIETORSHIP

For the following Project:

Activity Center Campus Camera System

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

OWNER: CONTRACTOR:

By:_____ By:_____
(Signature) (Signature)

_____
(Name and Title) (Name and Title)

APPROVED AS TO FORM:

By:_____
(Signature of Attorney)

THE OWNER AND THE CONTRACTOR AGREE AS SET FORTH IN PAGES ONE THROUGH THREE, ARTICLES ONE THROUGH FIVE, AS FOLLOWS:

ARTICLE 1: THE WORK AND CONTRACT DOCUMENTS

1.1.1 The Contractor will perform all the work required by the Contract Documents for the Project indicated above.

1.2 **THE CONTRACT DOCUMENTS**

1.2.1 The Contract Documents which constitute the entire Agreement between the Owner and the Contractor, are enumerated as follows:

1.2.2 Project Manual dated _____

BIDDING REQUIREMENTS
- Advertisement for Bids
- Instructions to Bidders
- Proposal Form

STANDARD FORM OF AGREEMENT BETWEEN THE OWNER AND THE CONTRACTOR
CONTRACT BOND
POWER OF ATTORNEY
CERTIFICATE OF INSURANCE
AFFIDAVIT OF PAYMENT TO ALL SUBCONTRACTORS
CONDITIONS OF THE CONTRACT
- General Conditions
- Supplementary Conditions
- Labor Requirements
- Minority Participation
- Special Conditions

ADDENDA
SPECIFICATIONS

1.2.3 Addenda
Addendum No. 1, dated _____
Addendum No. 2, dated _____
Addendum No. 3, dated _____
Addendum No. 4, dated _____
Addendum No. 5, dated_____

1.2.4 Drawings date: Not Applicable

Sheets No. _____ through _____	Sheets No. _____ through _____
Sheets No. _____ through _____	Sheets No. _____ through _____
Sheets No. _____ through _____	Sheets No. _____ through _____
Sheets No. _____ through _____	Sheets No. _____ through _____
Sheets No. _____ through _____	Sheets No. _____ through _____
Sheets No. _____ through _____	Sheets No. _____ through _____

1.2.5.1 Other documents, dated
_____
_____

ARTICLE 2: CONTRACT SUM

2.1 **CONTRACT SUM**

2.1.1 The Owner will pay the Contractor in current funds for the performance of the work subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of

_____Dollars

($ _____). The Contract sum is determined as follows:

Base Bid	$_____
Modifications ( ) Adds ( ) Deducts	$_____
Negotiations	$_____
Alternate No. _____ ( ) Adds ( ) Deducts	$_____
Alternate No. _____ ( ) Adds ( ) Deducts	$_____
Alternate No. _____ ( ) Adds ( ) Deducts	$_____
Alternate No. _____ ( ) Adds ( ) Deducts	$_____
Alternate No. _____ ( ) Adds ( ) Deducts	$_____
Total Contract Sum	$_____

2.2 **LIQUIDATED DAMAGES**

2.2.1 The stipulated liquidated damages described in Paragraph 9.11 of the *Supplementary Conditions* are in the amount five hundred dollars and zero cents ($ 500.00) for each calendar day.

ARTICLE 3: CONTRACT TIME

3.1 **TIME**

3.1.1 The work to be performed under this Contract shall be commenced upon the date stated in the *Notice to Proceed*. The work is to be substantially complete, subject to approved Change Orders, no later November 22, 2025.

ARTICLE 4: PAYMENTS AND FINAL PAYMENTS

4.1 **PROGRESS PAYMENTS**

4.1.1 Based upon applications for payment submitted to the Professional by the Contractor and *Certificates for Payment* issued by the Professional, the Owner will make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents.

4.2 **FINAL PAYMENT**

4.2.1 Final payment constituting the entire balance of the Contract Sum will be paid by the Owner to the Contractor when the work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Professional and approved by the Owner.

ARTICLE 5: MISCELLANEOUS PROVISIONS

5.1 **DEFINITION OF TERMS**

5.1.1 Terms used in this Agreement which are defined in the General, Supplementary, and Special Conditions of the Contract will have the meanings designated in those Conditions.

5.2 **CONTRACTOR'S INTEREST IN AGREEMENT**

5.2.1 The Contractor will not assign, sublet, or transfer the interest in this Contract agreement without the written consent of the Owner. The Owner and Contractor hereby agree to the full performance of the covenants contained herein.

5.3 **PROFESSIONAL**

5.3.1 The Professional assigned to this Project is as follows:

Name Mark Levy, PLA, ASLA City of Oxford Project Manager
Address 107 Courthouse Square, Oxford, MS 38655
Telephone (662) 236-1206 Fax Number _____ E-Mail Address mlevy@oxfordms.net

***** END OF SECTION *****

CONTRACT BOND

I. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS: THAT _____,

Principal, a _____ _____, residing at _____, authorized to do business in the State of Mississippi under the laws thereof, and _____Surety, a corporation of the State of _____, authorized to do business in the State of Mississippi under the laws thereof, are held and firmly bound unto the Owner on behalf of the State of Mississippi, Obligee, hereinafter referred to as "Owner," for the use and benefit of the Owner and those claimants and others set forth herein below and described in Sections 31-5-51 and 31-5-3, **Mississippi Code of 1972, Annotated**, as amended, in the amount of _____ Dollars ($_____), lawful money of the United States, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has by written agreement dated _____, 20_____, entered into a Contract with the Owner for the following:

_____

_____

_____

as provided in said Contract and in accordance with the Contract Documents. All of the terms and provisions of the above mentioned Contract, drawings, Project Manual, and addenda are by reference made a part hereof and fully incorporated herein, and are hereinafter referred to as "the Contract." All of the terms and provisions of Sections 31-5-51, 31-5-3, supra, Section 31-5-53 of the **Mississippi Code of 1972, Annotated**, as amended, and all other code sections cited herein are also by reference made a part hereof and fully incorporated herein.

II. PERFORMANCE BOND

NOW, THEREFORE, the condition of this Performance Bond is such that if Principal shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect, subject however, to the following conditions:

Whenever the Owner has performed its obligation but the Principal has defaulted under the terms of the Contract, or any portion thereof, and the Owner has declared the Principal to be in default, the Surety shall promptly:

1. Remedy the default, or
2. Complete the Contract in accordance with its terms and conditions, or
3. Procure the completion of the Contract in accordance with its terms and conditions.

Even if there should be a succession of defaults, the Surety is responsible for completion of the Contract. The Surety shall provide sufficient funds to pay the cost of completion of the Contract in its entirety including other costs and damages for which the Surety may be liable thereunder, less the balance of the Contract price. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by Owner to Principal under the Contract and any Change Orders thereto, less the amount paid by Owner to Principal.

III. LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, the condition of this Labor and Material Payment Bond is such that if Principal shall promptly make payments to all persons supplying labor or material used in the prosecution of the work under said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect; however, the Owner shall not be liable for the payment of any costs or expenses of any suit described in Subsection (2) of Section 31-5-51, supra.

IV. BOND FOR PAYMENT OF TAXES AND OTHER ASSESSMENTS

NOW THEREFORE, the condition of this Bond for Payment of Taxes and Other Assessments is such that if Principal shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the State of Mississippi, or any County, Municipality, Board, Department, Commission, or political subdivision thereof, by reason of and directly connected with the performance of said Contract or any part thereof as provided by Sections 27-65-1, 27-65-21, 27-67-1, and 31-5-3, **Mississippi Code 1972, Annotated**, or any other applicable statute or other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

V. GENERAL CONDITIONS

The following conditions apply to all three (3) of the above-mentioned Bonds:

1. The Performance Bond is for an amount equal to the full amount of said Contract.
2. The Labor and Material Payment Bond is for an amount equal to the full amount of said Contract.
3. If any changes are made in the work, or any extensions of time are granted, or any increases in the total dollar amount of the Contract are made, such changes, extensions, increases, or other forbearance on the part of either the Owner or the Principal will not, in any way, release the Principal and Surety, or either of them, from their liability hereunder, or any portion thereof, notice to the Surety of any such change, extension, increase, or forbearance being expressly waived.
4. These Bonds are governed by and shall be construed in accordance with Mississippi law. Any inconsistency with these Bonds and any provision of Mississippi law shall be remedied by deleting the inconsistent portion of these Bonds and leaving the remaining consistent portions in full force and effect.

Signed and sealed this _____ day of _____, 20_____.

SURETY _____
Mississippi NAIC number: _____

By: _____
(Signature)

_____ Attorney-in-Fact
(Typed Name)
(Title)

Surety Agent MS Ins Dept License Number: _____
(Leave blank if you do not have a Mississippi #)

_____
(Surety Address)

_____
(Surety City/State/Zip/Phone)

_____
(MS LICENSED AGENT COMPANY NAME)
(add MS Agent's address below)

COUNTERSIGNED: (if Surety Agent above is NOT MS Licensed)

_____
(Signature)
_____ Licensed Mississippi Agent
(Typed Name)
(Title)

Countersignature Agent MS License Number: _____

_____
(MS Licensed Agent Address)

_____
(MS Licensed Agent City/State/Zip/Phone)

PRINCIPAL
_____

By:
_____
(Signature) (same person on Bond and Contract page)

_____
(Typed Name and Title)

_____
(Address)

_____
(City/State/Zip/Phone)

Surety Company, Surety Agent's Name, Address, etc. should be typed and with seal (preferably embossed seal) on Bond and P/A. The P/A should be for the Attorney-in-Fact with seal (preferably embossed seal).

The Contract Bond shall be duly executed by the Bidder AND a MS Licensed Agent said Surety approved by the MS Ins Dept
OR
signed by the Surety's Agent AND countersigned by a MS Licensed Agent for said Surety approved by the MS Ins Dept.

Countersignature, when signed, can be the same as the Attorney-in-Fact when the Attorney-in-Fact and/or Surety IS licensed in Mississippi. Countersignature will be different when the Attorney-in-Fact and/or Surety is "not" licensed in Mississippi. P/A will be for the Attorney-in-Fact.

Check the Surety Company AND the Surety Agent
AND/OR the Countersignature Company and/or Agent at MS Ins Dept web:
https://www.mid.ms.gov (or most up-to-date link)

Easier to locate Agent at MID when name agrees with MID licensed name.)

(Bond Agent MID or Code requirements are different from the Ins Cert Agent MID or Code requirements.)

CERTIFICATE OF INSURANCE
SECTION 00 6216

This certificate of insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by the policies below.

INSURED: (Contractor's Name & Address)		**COMPANIES PROVIDING COVERAGE w/ MID Lic or NAIC #**
	A	#
	B	#
PROJECT: (Number, Name & Location)	**C**	#
	D	#
	E	#
OWNER: Owner	**F**	#
	G	#
	Companies above must be approved by the MS Ins Dept at https://www.mid.ms.gov (or most up-to-date link) per Code & WComp at http://www.mwcc.ms.gov/ (MID mod'd 041615)	

Type Insurance	Co	Policy Number	Policy Period	Coverage and Minimum Amount	
General Liability Commercial General Liability				General Aggregate	$ 1,000,000
				Products Comp/Ops (Aggregate	$ 1,000.000
				Personal Injury (Per Occurrence)	$ 500,000
				BI & PD (Per Occurrence)	$ 1,000,000
				Fire Damage (Per Fire)	$ 50,000
				Medical Expense (Per Person)	$ 5,000
Owners/Contractors Protective Liability				General Aggregate	$ 1,000,000
				Per Occurrence	$ 500,000
Automobile Liability				Bodily Injury/Property Damage Combined Single Limit (Per Occurrence)	$ 500,000
				OR Bodily Injury (Per Person)	$ 250,000
				Bodily Injury (Per Accident)	$ 500,000
				Property Damage (Per Occurrence)	$ 100,000
* Excess Liability (Umbrella on projects over $500,000)				Aggregate	$ 1,000,000
				Per Occurrence	$ 1,000,000
Workers' Compensation (As required by Statute) Employers' Liability				Accident (Per Occurrence)	$ 100,000
				Disease-Policy Limit	$ 500,000
				Disease-Per Employee	$ 100,000
Property Insurance (not required when project is demolition ONLY – required for ALL other projects including paving)				**OR** Builders' Risk Installation Floater	Must be equal to Value of Work
Other					

Certification: I certify that these policies (subject to their terms, conditions and exclusions) have been (1) issued to the Insured for the coverages and at least the amounts as indicated by companies licensed in Mississippi; (2) countersigned by a Mississippi Licensed Agent; and (3) endorsed to require the company to give thirty (30) days written notice to the Owner prior to cancellation or non-renewal of above.

Producing Agent: (Name, Address and Telephone)	
	(Signature) MID Lic # or countersign below
	(Name and Title of Authorized Representative) (typed)
	Agent must be approved by the MS Ins Dept or countersign https://www.mid.ms.gov

☐ Check if Mississippi Licensed Agent
OR Countersign by Mississippi Licensed Agent _____ MID Lic # _____

CERTIFICATE OF INSURANCE INSTRUCTIONS

1. The *Certificate of Insurance* is a tabulation of insurance required for this Project as specified in Article 11 entitled *Insurance and Bonds* in the General Conditions (AIA Document A201, Sixteenth Edition, 2017).

2. The *Certificate of Insurance* must be completed, certified by the original signature of a Mississippi Licensed Insurance Agent and/or countersignature, dated, and bound in each set of the Contract Documents. Insurance Companies providing coverage and Agent and/or Countersignature Agent must be approved by the Mississippi Insurance Department on their web at https://www.mid.ms.gov (or most up-to-date link). (Agent does not have to be on the MID web "for providers necessarily" – but must be an approved Agent on MID web. Easier to locate Agent at MID when name agrees with MID licensed name.)

3. Indicate Insured, Project, Companies providing coverage, policy numbers and policy periods in the blanks as applicable.

4. If the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" insurance is part of the Commercial General Liability Insurance Policy, or included by endorsement, indicate the policy number and period of the CGL policy in the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" blank spaces.

5. Automobile Liability Insurance may be provided which covers Bodily Injury and Property Damage in one (1) Combined Single Limit, or may be provided with separate minimum limits as shown on the Certificate of Insurance and specified in Article 11 of the Supplementary Conditions. The person signing the Certificate of Insurance should show which option the Contractor has selected by marking out the coverage that is not provided under the policies indicated.

6. OTHER INSURANCE (if required) will be indicated by typing in the "OTHER" block and detailed in Article 11 of the Supplementary Conditions.

7. CERTIFICATION wording may not be changed without specific written approval from the Owner (nor on any Owner documents even beyond Insurance Certificate).

8. "Riders", Binders, TBA, TBD, or other unsolicited attachments, are not allowed as part of the *Certificate of Insurance* unless specifically requested in writing by the Owner, or specified as part of the requirements for this Project (nor on any Owner documents even beyond Insurance Certificate).

9. CAUTION: The *Certificate of Insurance* is intended to be used for all Projects. The Contractor must provide all insurance specified in the Contract Documents for this Project, whether indicated on this form, or not. The Contractor must verify all insurance has been provided as required.

10. In accepting the Insurance Certificate by Owner, it would be helpful if some indication is given when, and if, the Provider is a Surplus Line Carrier, a Broker, or Self Insured (because they may not be on the MID web list referenced herein). (The Owner will have to ask MID (or know) at some point.)

11. The Workers Comp insurance provider must be approved and show up on the Workers Comp web at http://www.mwcc.state.ms.us / Services / Proof of Coverage Inquiry / accept / etc. and at the last step – enter the "contractor's name".

Note: Regarding #2 and #11. At the MID web – you enter the Surety Company / Provider / Agent. At the MWCC web – You enter the Vendor's name, then click on the policy number to see the MWCC Ins Provider.

***** END OF SECTION *****

AFFIDAVIT CERTIFYING

PAYMENT TO ALL SUBCONTRACTORS

Owner

I acknowledge that, pursuant to Miss. Code Ann. §31-5-25 and H.B. 1562, Laws of 2002, that I am required to submit monthly certification indicating payments to subcontractors on prior payment requests. I, the undersigned Contractor, do hereby certify that I have paid the following amounts to subcontractors for Work which has been performed and incorporated into previous Applications for Payment which were issued and payment received from the Owner on the project listed below. I understand that this document must be submitted on a monthly basis after the submittal, approval and payment of Application for Payment #1. I understand that the Owner reserves the right to require me, the undersigned, to provide verification of payment and/ or additional information.

Project Number: _____

Project Name: _____

Using Agency: _____

Subcontractor: _____Amount: $_____

Subcontractor: _____Amount: $_____

Subcontractor: _____Amount: $_____

Subcontractor: _____Amount: $_____

Subcontractor: _____Amount: $_____

Subcontractor: _____Amount: $_____

Subcontractor: _____Amount: $_____

Subcontractor: _____Amount: $_____

Subcontractor: _____Amount: $_____

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Subcontractor: _____Amount: $_____

Subcontractor: _____Amount: $_____

Subcontractor: _____Amount: $_____

Subcontractor: _____Amount: $_____

Subcontractor: _____Amount: $_____

Subcontractor: _____Amount: $_____

Subcontractor: _____Amount: $_____

(Attach additional list of subcontractors and amounts, if necessary)

Contractor Name and Title: _____

Contractor Certificate of Responsibility Number: _____

Contractor Signature: _____Date: _____

STATE OF MISSISSIPPI

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned notary public,

this the _____ day of _____, 20_____.

_____

NOTARY PUBLIC

My Commission Expires:

_____

GENERAL CONDITIONS

PART 1 - GENERAL

1.01 **DESCRIPTION**

A. **SCOPE:** The **General Conditions of the Contract for Construction**, AIA Document A201, Seventeenth Edition, 2017, Articles 1 through 15 inclusive, is a part of this Contract and is incorporated herein.

B. **BIDDING COPY:** For the purpose of bidding, Contractors are presumed to be familiar with AIA Document A201, a copy of which may be obtained from the Professional, or examined in the Professional's office.

***** END OF SECTION *****

SUPPLEMENTARY CONDITIONS

PART 1 – GENERAL

1.01 **Description**

A. **Owner:** These supplements are necessary because the Owner is an agency, or political subdivision, of the State of Mississippi and occupies a different position from that of the usual Owner.

B. **Document:** The following supplements modify, change, delete from, or add to the **General Conditions of the Contract**, AIA Document A201, Seventeenth Edition, 2017. When any Article of the **General Conditions** is modified, or deleted, by these *Supplementary Conditions*, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause will remain in effect.

Article 1
GENERAL PROVISIONS

1.1 **Basic Definitions**

1.1.1 **The Contract Documents**

Change this subparagraph to read as follows:

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and Special Conditions), Drawings, Specifications and Addenda issued prior to the execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for minor changes in the Work issued by the Prime Professional. The Contract Documents also include the advertisement or invitation for bids or proposals, Instructions to Bidders, and the Contractor's bid or proposal.

1.1.2 **The Contract**

Change each instance of the word "*Architect*" to "*Prime Professional*" and each instance of the word "*Architect's*" to "*Prime Professional's*".

1.1.7 **Instruments of Service**

Change the word "*Architect*" to "*Prime Professional*" and change the word "*Architect's*" to "Prime Professional's".

1.1.8 **Initial Decision Maker**

Change this Subparagraph to read as follows:

The Initial Decision Maker is the person identified as the Professional in Paragraph 5.3.1 of the Standard Form of Agreement Between the Owner and the Contractor and will render initial decisions on Claims in accordance with Section 15.2.

1.1.9 Add a new Subparagraph as follows:

Commissioning Authority Professional
A professional independent of the Prime Professional retained by the owner who manages a quality-focused process for

enhancing the delivery of the project. The process focuses upon verifying and documenting that the facility and all of its systems are planned, designed, installed, tested, operated, and maintained to meet the Owner's project requirements.

1.2.1 Change this Subparagraph to read as follows:

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor and unless otherwise provided in the Contract Documents, this shall include all labor, materials, equipment, tools, machinery, water, heat, utilities, transportation, and other facilities and services, whether temporary or permanent and whether or not incorporated in the Work. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In case of any direct conflict among the Contract Documents, the specifications shall take precedence over the drawings, supplemental or special conditions shall take precedence over more general conditions or requirements, details shall take precedence over plans, and larger scale drawings shall take precedence over smaller scale drawings.

1.5 **Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

1.5.1 Change each instance of the word "*Architect*" to "*Prime Professional*" and each instance of the word "*Architect's*" to "*Prime Professional's*" and add a new sentence at the end of this Subparagraph:

This Paragraph in no way supersedes the Owner's document rights set forth in the separate Agreement Between the Owner and the Professional.

1.5.3 Add a new Subparagraph as follows:

Transparency
In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this agreement shall be posted to the State of Mississippi's accountability website at: https://www.transparency.mississippi.gov

1.6 **Notice**

1.6.1 Change this Subparagraph to read as follows:

Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is address and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if transmitted to the government or business issued e-mail address of the respective party.

1.7 **Digital Data Use and Transmission**

Delete the last sentence of this Paragraph.

1.8 **Building Information Models Use and Reliance**

Change this Paragraph to read as follows:

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in a written documents shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

Article 2
OWNER

2.1 **General**

2.1.1 Change this Subparagraph to read as follows:

The Owner, as used in these Documents, refers to the Owner, acting for and on behalf of the State of Mississippi and for the benefit of the Institution, Agency, or Department for which the Work under this Contract is being performed. The Owner is the entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's representative, who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization, is the individual who signed the Agreement Between the Owner and the Contractor, his successor in the case of that individual's retirement or termination, or his direct supervisor in the case of that individual's absence. Except as otherwise provided in Subparagraph 4.2.1, the Prime Professional does not have such authority. The term"Owner" means the Owner or the Owner's authorized representative.

2.1.2 Delete this Subparagraph in its entirety.

2.2 **Evidence of the Owner's Financial Arrangements**

2.2.1 Delete this Subparagraph in its entirety.

2.2.2 Delete this Subparagraph in its entirety.

2.3.1 Delete this Subparagraph in its entirety.

2.2.3 Delete this Subparagraph in its entirety.

2.2.4 Delete this Subparagraph in its entirety.

2.3 **Information and Services Required of the Owner**

2.3.2 Add the word "*or Engineer*" following each instance of the word "*Architect*" and add the words "*or engineering respectively*" following each instance of the word "*architecture*".

2.3.3 Add the word "*or Engineer*" following each instance of the word "*Architect"*.

2.3.6 Change this Subparagraph to read as follows:

Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary, but in no instance to exceed twenty-five (25) copies, for the execution of the Work.

2.4 **Owner's Right to Stop the Work**

Change this Subparagraph to read as follows:

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, the Owner may issue, or direct the Prime Professional to issue, a written order to the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. The rights and remedies under this Subparagraph are in addition to and do not in any respect limit any other rights of the Owner, including the right to terminate in accordance with Article 14.

2.5 **Owner's Right to Carry Out the Work**

Change this Paragraph read as follows:

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without predjudice to other remedies the Owner may have, correct such default or neglect. The Prime Professional may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Prime Professional's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Prime Professional, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

Article 3
CONTRACTOR

3.1 **General**

3.1.3 Change the word "*Architect*" to "*Prime Professional*" and change the word "*Architect's*" to "*Prime Professional's*".

3.2 **Review of Contract Documents and Field Conditions by Contractor**

3.2.2 Change each instance of the word "*Architect*" to "*Prime Professional*".

3.2.3 Change each instance of the word "*Architect*" to "*Prime Professional*".

3.2.4 Change the word "*Architect*" to "*Prime Professional*".

3.3 **Supervision and Construction Procedures**

3.3.1 Change each instance of the word "*Architect*" to "*Prime Professional*".

3.4 **Labor and Materials**

3.4.2 Change each instance of the word "*Architect*" to "*Prime Professional*" and add the words "*where such substitution results in a modification of the Contract Sum or Contract Time*" to the end of this sentence.

3.4.4 Add a new Subparagraph as follows:

Employee Status Verification System *If applicable, the 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. The 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. The 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. The Contractor understands and agrees that any breach of these warranties may subject the 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 the 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 cancellation/termination, the Contractor would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit.*

3.4.5 Add a new Subparagraph as follows:

In providing labor for the proper execution and completion of the Work, the Contractor shall comply with the provisions of Section 31-5-19 of the Mississippi Code of 1972, Annotated.

3.4.6 Add a new Subparagraph as follows:

In providing materials for the proper execution and completion of the Work, the Contractor shall comply with the provisions of Section 31-5-23 of the Mississippi Code of 1972, Annotated.

3.5 **Warranty**

3.5.1 Change each instance of the word "*Architect*" to "*Prime Professional*".

3.7 **Permits, Fees, Notices and Compliance with Laws**

3.7.1 Change this Subparagraph to read as follows:

Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for any applicable permits, fees, licenses, and inspections by government agencies necessary for the proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

3.7.3 Delete the words "*knowing it to be*" from this Subparagraph.

3.7.4 Change each instance of the word "*Architect*" to "*Prime Professional*" and change the word "*Architect's*" to "*Prime Professional's*".

3.7.5 Change the word "*Architect*" to "*Prime Professional*".

3.9 **Superintendent**

3.9.2 Change this Subparagraph to read as follows:

The Contractor, as soon as practicable after award of the Contract, and prior to commencement of any on-site Work, shall notify the Owner and Prime Professional of the name, qualifications and references of the proposed superintendent and any assistant superintendents where provided for in the Contract Documents. Within 14 days of receipt of the information, the Prime Professional shall notify the Contractor stating whether the Owner or the Prime Professional (1) has reasonable objection to the proposed superintendent based upon information provided or other requirements provided for in the Contract Documents or (2) requires additional information or time for review. Failure of the Prime Professional to respond within the 14-day period shall constitute notice of no reasonable objection.

3.9.3 Change the word "*Architect*" to "*Prime Professional*".

3.10 **Contractor's Construction and Submittal Schedules**

3.10.1 Change this Subparagraph to read as follows:

The Contractor, promptly after being awarded the Contract, and no later than fifteen days after the date established in the Notice to Proceed, shall submit for the Owner's and Prime Professional's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed the time limits current under the Contract Documents. Submission of a schedule that indicates or expresses an intent to complete Work prior to the time limits established by the Contract Documents shall not make the Owner liable to the Contractor for any failure to achieve early completion or obligate the Owner to take or prevent any actions to facilitate the Contractor's completion prior to the expiration of the Contract Time. The schedule shall be revised monthly or at more frequent intervals as required by the conditions of the Work and Project.

3.10.2 Change each instance of the word "*Architect's*" to "*Prime Professional's*" and change the word "*Architect*" to "*Prime Professional*".

3.10.3 Change the word "*Architect*" to "*Prime Professional*".

3.11 **Documents and Samples at the Site**

Change each instance of the word "*Architect*" to "*Prime Professional*".

3.12 **Shop Drawings, Product Data and Samples**

3.12.4 Change each instance of the word "*Architect*" to "*Prime Professional*".

3.12.5 Change each instance of the word "*Architect*" to "*Prime Professional*".

3.12.6 Change the word "*Architect*" to "*Prime Professional*".

3.12.7 Change the word "*Architect*" to "*Prime Professional*".

3.12.8 Change each instance of the word "*Architect's*" to "*Prime Professional's*" and change the word "*Architect*" to "*Prime Professional*".

3.12.9 Change the word "*Architect*" to "*Prime Professional*" and change the word "*Architect's*" to "*Prime Professional's*".

3.12.10.1 Change each instance of the word "*Architect*" to "*Prime Professional*".

3.12.10.2 Change each instance of the word "*Architect*" to "*Prime Professional*".

3.15 **Cleaning Up**

3.15.2 Change this Subparagraph to read as follows:

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be assessed to the Contractor.

3.16 **Access to Work**

Change this Paragraph to read as follows:
The Contractor shall provide the Owner, Prime Professional, Commissioning Authority Professional, Separate Contractors and their authorized representatives with access to the Work in preparation and progress wherever located. This shall include the provision of lifts, ladders, scaffolding and/or equivalent for access to elevated work.

3.17 **Royalties, Patents and Copyrights**

Change each instance of the word "*Architect*" to "*Prime Professional*".

3.18 **Indemnification**

3.18.1 Change this Subparagraph to read as follows:

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Owner, Prime Professional, Prime Professional's consultants, Commissioning Authority Professional, Commissioning Authority Professional's consultants, as well as 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 Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

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Article 4
ARCHITECT

Change the title of this article from "*ARCHITECT*" to "*PRIME PROFESSIONAL*".

4.1 **General**

4.1.1 Change this Subparagraph to read as follows:

The Prime Professional is the person identified as the Professional in the Agreement Between the Owner and the Contractor and retained by the Owner pursuant to Section 2.3.2.

4.1.2 Change each instance of the word "*Architect*" to "*Prime Professional*".

4.2 **Administration of the Contract**

4.2.1 Change the first line of this Subparagraph to read as follows:

The Prime Professional will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative during construction until the end of the period for correction of Work as described in Section 12.2.

4.2.2 Change each instance of the word "*Architect*" to "*Prime Professional*".

4.2.3 Change each instance of the word "*Architect*" to "*Prime Professional*".

4.2.4 Change each instance of the word "*Architect*" to "*Prime Professional*" and each instance of the word "*Architect's*" to "*Prime Professional's*".

4.2.5 Change the word "*Architect's*" to "*Prime Professional's*" and change the word "*Architect*" to "*Prime Professional*".

4.2.6 Change each instance of the word "*Architect*" to "*Prime Professional*".

4.2.7 Change each instance of the word "*Architect*" to "*Prime Professional*" and each instance of the word "*Architect's*" to "*Prime Professional's*".

4.2.8 Change each instance of the word "*Architect*" to "*Prime Professional*".

4.2.9 Change the word "*Architect*" to "*Prime Professional*".

4.2.10 Change each instance of the word "*Architect*" to "*Prime Professional*" and the word "*Architect's*" to "*Prime Professional's*".

4.2.11 Change the word "*Architect*" to "*Prime Professional*" and the word "*Architect's*" to "*Prime Professional's*".

4.2.12 Change each instance of the word "*Architect*" to "*Prime Professional*".

4.2.13 Change the word "*Architect's*" to "*Prime Professional's*".

4.2.14 Change each instance of the word "*Architect*" to "*Prime Professional*".

Article 5
SUBCONTRACTORS

5.2 **Award of Subcontracts and Other Contracts for Portions of the Work**

5.2.1 Change this Subparagraph to read as follows:

Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, prior to award of the Contract by the Owner, shall furnish in writing to the Owner through the Prime Professional, the names, classifications, and COR #'s of Sub-Contractors over Fifty Thousand Dollars ($50,000.00) (as well as entities who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. Such list shall also include any Mechanical, Plumbing, or Electrical Sub-Contractor as listed on Proposal Form regardless of amount. Within 7 days of receipt of the information, the Prime Professional shall notify the Contractor whether the Owner or the Prime Professional (1) has reasonable objection to any such proposed Sub-Contractor or entity based upon information provided or other requirements provided for in the Contract Documents or (2) requires additional information or time for review. Failure of the Prime Professional to respond within the 7-day period shall constitute notice of no reasonable objection. Where a Project involves a Mississippi Landmark or a building and/or site potentially eligible for such designation, the Contractor shall also furnish documentation that all Sub-Contractors, regardless of Sub-Contract amount, have at least the minimum number of years of successful experience specified by the Prime Professional in work on previous projects involving State or National Landmarks of similar type, scale and complexity and that all key personnel to be utilized to perform the Work are experienced craftsmen with not less than five (5) years of experience.

5.2.2 Change this Subparagraph to read as follows:

The Contractor shall not contract with a proposed Sub-Contractor or entity to whom the Owner or Prime Professional has made reasonable and timely objection. Other than the Mechanical, Plumbing, or Electrical Sub-Contractors as listed on the Proposal Form, the Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection. Only where the listed Mechanical, Plumbing, or Electrical Sub-Contractor has (1) closed their business (2) entered into bankruptcy or (3) refuses to enter into a contract with the Contractor will substitution of such Sub-Contractor be permitted prior to the execution of the Agreement Between the Owner and Contractor. Substitution for refusal to enter into contract shall not be permitted if the reason for such refusal is due to unilateral reduction by Contractor of such Sub-Contractor's bid price.

5.2.3 Change this Subparagraph to read as follows:

If the Owner or Prime Professional has reasonable objection to a Sub-Contractor or entity proposed by the Contractor, other than the Mechanical, Plumbing, or Electrical Sub-Contractors as listed on the Proposal Form, the Contractor shall propose another to whom the Owner or Prime Professional has no reasonable objection. Neither the Contract Sum nor Contract Time may be increased or decreased due to any change in Sub-Contractor or entity. Failure of Contractor to identify Sub-Contractors or entities to whom the Owner and Prime Professional have no reasonable objections within 10 working days of initial submission shall result in the bid or proposal being deemed non-responsible at which time the Owner may elect to award to the next lowest responsive, responsible bidder or resolicit the project.

5.2.4 Change this Subparagraph to read as follows:

Following the execution of the Agreement Between the Owner and Contractor, the Contractor shall not substitute a Sub-Contractor or entity for one previously selected if the Owner or Prime Professional makes reasonable objection to such substitution. In no case shall substitution of Mechanical, Plumbing or Electrical Sub-Contractors be permitted except where such Sub-Contractor has (1) closed their business (2) entered into bankruptcy (3) becomes in arrears or (4) becomes involved in an ongoing dispute with the Contractor related to the Sub-Contractor's execution, workmanship, or timely performance of their potion of the Work.

Article 6

6.2.2 Change each instance of the word "*Architect*" to "*Prime Professional*".

6.3 Change the word "*Architect*" to "*Prime Professional*".

Article 7
CHANGES IN THE WORK

7.2 **Change Orders**

7.2.1 Change each instance of the word "*Architect*" to "*Prime Professional*".

7.2.2 Add a new Subparagraph as follows:

The maximum mark-up included in a Change Order for profit and overhead is limited to twenty percent (20%) of the total of the actual cost for materials, labor and subcontracts. Profit and overhead include: all taxes, fees, permits, insurance, bond, job superintendent, job and home office expense. All Sub-Contractors and Sub-Sub-Contractors shall acquiesce to the same requirements when participating in a Change Order.

7.3 **Construction Change Directives**

7.3.4 Change the word "*Architect*" to "*Prime Professional*".

7.3.4.1 Change the word "*Architect*" to "*Prime Professional*".

7.3.6 Change this Subparagraph to read as follows:

Upon receipt of a Construction Change Directive signed by the Prime Professional and the Owner, the Contractor shall promptly proceed with the change in the Work and advise the Prime Professional of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.7 Change this Subparagraph to read as follows:

A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall become effective once signed by the Prime Professional and the Owner and will subsequently be incorporated into a Change Order.

7.3.8 Change the word "*Architect*" to "*Prime Professional*".

7.3.9 Change this Subparagraph to read as follows:

Until such time that a Construction Change Directive is recorded as a Change Order, the Contractor may not request payment for Work completed under the Construction Change Directive in Applications for Payment.

7.3.10 Change each instance of the word "*Architect*" to "*Prime Professional*".

7.4 Change each instance of the word "*Architect*" to "*Prime Professional*" and the word "*Architect's*" to "*Prime Professional's*".

Article 8

TIME

8.1 **Definitions**

8.1.2 Change this Subparagraph to read as follows:

The date of commencement of the Work is the date established in the Notice to Proceed.

8.1.3 Change the word "*Architect*" to "*Prime Professional*".

8.2 **Progress and Completion**

8.2.1 Change this Subparagraph to read as follows:

Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work and acknowledges that such period includes time for all applicable submittals, selections, reviews, approvals, inspections, meetings, as well as discovery and investigation of any latent conditions.

8.2.2 Change this Subparagraph to read as follows:

The Contractor shall not knowingly commence the Work prior to the date established in the Notice to Proceed or the effective dates of bond and insurance required to be furnished by the Contractor.

8.3 **Delays and Extensions of Time**

8.3.1 Change this Subparagraph to read as follows:

If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Prime Professional, of an employee of either, or of a Separate Contractor; (2) by labor disputes, pandemics, acts of terrorism, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions in excess of any weather days otherwise provided for in the Contract Documents that are documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (3) by delay authorized by the Owner pending dispute resolution; or (4) by other causes that the Contractor asserts, and the Owner, in consultation with the Prime Professional determines justify delay, then the Contract Time shall be extended for such reasonable time as the Owner, in consultation with the Prime Professional, may determine. Such determination shall take into consideration the critical path of the Work and will be reduced by any float in the Contractor's Construction Schedule that does not affect the overall completion of the Work. Except where such delay is due to suspension by the Owner in accordance with Article 14 or such delay has the effect of stopping all progress of the Work for 14 calendar days or more, the Contract Sum will not be increased for additional general overhead expenses; however, it may be increased for direct expenses directly related to the delay of specific portions of the Work so delayed. Any claim for loss or any delay occasioned by any Sub-Contractor or entity under contract with the Contractor, shall be settled between the Contractor and such other Sub-Contractor or entity.

Article 9
PAYMENTS AND COMPLETION

9.2 **Schedule of Values**

Change this Paragraph to read as follows:

Where the Contract is based on a stipulated sum, the Contractor shall submit a schedule of values to the Prime Professional, at least 10 working days before the first Application for Payment, a schedule of values allocating the entire Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Prime Professional. This schedule, unless objected to by the Prime Professional or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any subsequent changes to the schedule of values shall be submitted to the Prime Professional and supported by such data to substantiate its accuracy as the Prime Professional may require, and unless object to by the Prime Professional or Owner, shall be used as a basis for reviewing the

Contractor's subsequent Applications for Payment.

9.3 **Applications for Payment**

9.3.1 Add a new sentence to the end of this Subparagraph:

The form of Application for Payment will be AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet, or a computer generated form containing similar data.

9.3.1.1 Delete this Subparagraph in its entirety.

9.3.1.3 Add a new Clause to Subparagraph 9.3.1 as follows:
On any contract as described herein, of which the total amount is Two Hundred Fifty Thousand Dollars ($250,000.00) or greater, or on any contract with a subcontractor, regardless of amount, five percent (5%) shall be retained until the Work is at least fifty percent (50%) complete, on schedule and satisfactory in the Prime Professional's opinion, at which time fifty percent (50%) of the retainage held to date shall be returned, subject to consent of surety, to the prime contractor for distribution to the appropriate subcontractors and suppliers; provided, however, that future retainage shall be withheld at the rate of two and one-half percent (2 1/2%). When submitting request for reduction in retainage, the Contractor will include, with the application, a Consent of Surety to Reduction which is AIA Form G707A, and a Power of Attorney. (Code 31-5-33)

9.3.1.4 Add a new Clause to Subparagraph 9.3.1 as follows:

The Contractor must submit each month with this Application for Payment a separate letter stating that he is requesting an extension of time or that he had no need for an extension for that period of time. No payment on a monthly application will be considered due and payable until the letter is received. Complete justification such as weather reports or other pertinent correspondence must be included for each day's request for extension. A Contractor's letter, or statement, will not be considered as adequate justification. The receipt of this request and data by the Owner will not be considered as approval of the Owner or Prime Professional in any way.

9.3.2.1 Add a new Clause to Subparagraph 9.3.2 as follows:

Payment in an amount not greater than the documented cost paid by the Contractor for ~~on~~ materials stored at some location other than the Project site, may be approved by the Prime Professional and the Owner after the Contractor has submitted the following items:

.1 An acceptable Lease Agreement between the General Contractor and the owner of the land, or building, where the materials are stored covering the specific area where the materials are located.
.2 Consent of Surety, or other acceptable Bond, to cover the materials stored off-site.
.3 All Perils Insurance coverage for the full value of the materials stored off-site.
.4 A Bill of Sale from the Manufacturer to the General Contractor for the stored materials.
.5 A complete list and inventory of materials manufactured, stored and delivered to the storage site and of materials removed from the storage site and delivered to the job site.
.6 A review by the Prime Professional of the materials stored off-site prior to release of payment. Where the storage location is greater than 50 miles of the building site, the Contractor shall pay or reimburse reasonable travel costs of the Prime Professional and/or his Consultants for such review.
.7 Guarantee no storage costs, additional delivery fees, or subsequent costs to the Owner.

9.4 **Applications for Payment**

9.4.1 Change each instance of the word "*Architect*" to "*Prime Professional*" and the word "*Architect's*" to "*Prime Professional's*".

9.4.2 Change each instance of the word "*Architect*" to "*Prime Professional*" and each instance of the word "*Architect's*" to "*Prime Professional's*".

9.5 **Decisions to Withhold Certification**

9.5.1 Change each instance of the word "*Architect*" to "*Prime Professional*" and the word "*Architect's*" to "*Prime Professional's*".

9.5.1.7 Delete the word "*repeated*" from this Clause.

9.5.2 Change the word "*Architect*" to "*Prime Professional*".

9.5.3 Delete this Subparagraph in its entirety.

9.5.4 Change each instance of the word "*Architect*" to "*Prime Professional*".

9.6 **Progress Payments**

9.6.1 Change each instance of the word "*Architect*" to "*Prime Professional*".

9.6.2 Change the first line of this Subparagraph to read as follows:

The Contractor shall pay each Sub-Contractor and material supplier, in accordance with Section 31-5-27 of the Mississippi Code 1972, Annotated, in proportion to the percentage of work completed by each less applicable retainage.

9.6.3 Change each instance of the word "*Architect*" to "*Prime Professional*".

9.6.4 Change the word "*Architect*" to "*Prime Professional*".

9.6.9 Add a new Subparagraph as follows:

The amount retained by the Contractor from each payment to each Sub-Contractor and material supplier shall not exceed the percentage retained by the Owner from the Contractor.

9.6.9.1 Add a new Clause to Subparagraph 9.6.9 as follows:

The Contractors shall submit monthly certification, in accordance with Section 31-5-25 of the Mississippi Code 1972, Annotated, on Owner's "Affidavit Certifying Payment to All Subcontractors" form, to the Prime Professional indicating payments to subcontractors on prior payment request.

9.6.10 Add a new Subparagraph as follows:

The Owner agrees to make payment in accordance with Mississippi Law on "Time for full and final payment to contractors; exemptions; monthly submission by contractors of proof of payment to subcontractors", Section 31-5-25 of the Mississippi Code of 1972, Annotated, which generally provides for payment of undisputed amounts within forty-five (45) days of when they are due and payable. Payments by state agencies using the statewide electronic payment and remittance vehicle shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Contractor shall remain responsible and liable for full performance.

9.7 **Failure of Payment**

Change this Paragraph to read as follows:

The Contractor and the Owner shall be subject to the remedies as prescribed in Section 31-5-25 of the Mississippi Code 1972, Annotated.

9.8 **Substantial Completion**

9.8.1 Add the following sentence to the end this Subparagraph to read as follows:

In order to be considered occupiable or utilizable by the Owner, all life safety systems must be operable and tested and the commissioning requirements for the Work or designated portion thereof must be complete except for thermographs of electrical systems, trend log monitoring, seasonal testing, near-warranty end activities and verification of training sessions.

9.8.3 Change this Subparagraph to read as follows:

Upon receipt of the Contractor's list, the Prime Professional will promptly visit the site to determine whether the Work or designated portion thereof is substantially complete. If, in the opinion of the Prime Professional, the Work or designated portion thereof is not substantially complete, the Prime Professional will not proceed with inspection and the Prime Professional will report the reasons for such determination to the Contractor. In such case, the Contractor shall then submit a revised list and request for inspection when these reasons have been resolved.

9.8.4 Change this Subparagraph to read as follows:

When the Work or designated portion thereof is substantially complete and affirmed by the Owner, the Prime Professional will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the punch list accompanying the Certificate. Unless otherwise provided in the Contract Documents, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.9 **Partial Occupancy or Use**

9.9.1 Change each instance of the word "*Architect*" to "*Prime Professional*".

9.9.2 Change the word "*Architect*" to "*Prime Professional*".

9.10 **Final Completion and Final Payment**

9.10.1 Change this Subparagraph and add the associated Clauses to read as follows:

When, in the opinion of the Contractor, the Work is ready for final inspection and acceptance by the Owner, the Contractor shall make such notice to the Prime Professional.

1. *Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance by the Owner, the Prime Professional will promptly visit the site and assess the state of the Work to determine if it is ready for final inspection by the Owner. If, in the Prime Professional's judgment, the Work is not ready for final inspection, the Prime Professional will report the reasons for such determination to the Contractor. In such case, the Contractor shall then submit a revised request for final inspection when these reasons have been resolved.*

2. *Once the Prime determines the Work is ready for final inspection, the Prime Professional will call for final inspection of the with the Owner for the purpose of determining whether the Work is acceptable under the Contract Documents.*
3. *The final inspection shall be conducted in the presence of the Owner and a list of defects or discrepancies, if any, will be compiled into a final punch list furnished to all parties.*
4. *Once corrections of all final punch list items have been confirmed by the Prime Professional, the Prime Professional will provide a letter recommending final acceptance of the Work to the Owner.*

9.10.2 Change this Subparagraph to read as follows:

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Prime Professional (1) final application for payment, (2) consent of surety to final payment, (3) power of attorney, (4) Contractor's affidavit of release of liens, (5) Contractor's affidavit of payment of debts and claims, (6) Contractor's guarantee of work, (7) Project Record Documents and (8) certificates, warranties, guarantees, bonds or documents as called for in the individual sections of the Project Manual. The final payment will be reduced by the value of any amounts assessed to the Contractor

per Section 2.5 Owner's Right to Carry Out the Work, Section 6.3 Owners Right to Clean Up, or Section 9.11 Liquidated Damages where such amounts have not been reconciled by a Change Order per Section 7.2 prior to final acceptance unless such amounts have been resolved via separate agreement(s) between the Owner and the Contractor.

9.11 **Liquidated Damages**

9.11.1 Add a new Paragraph as follows:

Time being of the essence and a matter of material consideration thereof, a reasonable estimate in advance is established to cover losses incurred by the Owner if the project is not substantially complete on the date set forth in the Contract Documents. The Contractor and his Surety will be liable for and will be assessed by the Owner the sums stipulated in Paragraph 2.2 of the Standard Form of Agreement Between the Owner and the Contractor as fixed and agreed as liquidated damages for each calendar day of delay until the work is substantially complete unless circumstances dictate otherwise in the discretion of the Owner. The Contractor and his Surety acknowledge that losses to the Owner caused by the delay of the Contractor are not readily ascertainable and that the amount estimated per day and established as liquidated damages is reasonable and not a penalty.

Article 10
PROTECTION OF PERSONS AND PROPERTY

10.2 **Safety of Persons and Property**

10.2.5 Change this Subparagraph to read as follows:

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Sub-Contractor, a Sub-Sub-Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible for Clauses 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss attributable to acts or omissions of the Owner or Prime Professional and not attributable to the fault or negligence of the Contractor. Where damage or loss is insured under property insurance required by the Contract Documents, the Contractor shall promptly report, file and facilitate the claim process so as to minimize any impacts on the timely completion of the Work. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

10.3 **HAZARDOUS MATERIALS**

10.3.2 Delete this Subparagraph in its entirety.

10.3.3 Delete this Subparagraph in its entirety.

10.3.4 Delete this Subparagraph in its entirety.

10.3.5 Delete this Subparagraph in its entirety.

10.3.6 Delete this Subparagraph in its entirety.

Article 11
INSURANCE AND BONDS

11.1 **Contractor's Insurance and Bonds**

11.1.1 Add a sentence to the end of this Subparagraph as follows:

Insurance shall be purchased to protect the Contractor from claims set forth below for not less than the limits of liability specified below or required by law, whichever coverage is greater, which may arise out of or result from the Contractor's

operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Sub-Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Add new Clauses as follows:

.1 GENERAL LIABILITY:
Commercial General Liability
(Including XCU)

General Aggregate	*$*	*1,000,000.00 Aggregate*
Products & Completed Operations	*$*	*1,000,000.00 Aggregate*
Personal & Advertising Injury	*$*	*500,000.00 Per Occurrence*
Bodily Injury & Property Damage	*$*	*1,000,000.00 Per Occurrence*
Fire Damage Liability	*$*	*50,000.00 Per Occurrence*
Medical Expense	*$*	*5,000.00 Per Person*

.2 OWNERS & CONTRACTORS PROTECTIVE LIABILITY:

Bodily Injury & Property Damage	*$*	*1,000,000.00 Aggregate*
Bodily Injury & Property Damage	*$*	*500,000.00 Per Occurrence*

.3 AUTOMOBILE LIABILITY:
(Owned, Non-owned & Hired Vehicles)
Contractor Insurance Option Number 1:

Bodily Injury & Property Damage	*$*	*500,000.00 Per Occurrence*

(Combined Single Limit)
Contractor Insurance Option Number 2:

Bodily Injury	*$*	*250,000.00 Per Person*
Bodily Injury	*$*	*500,000.00 Per Accident*
Property Damage	*$*	*100,000.00 Per Occurrence*

.4 EXCESS LIABILITY:
(Umbrella on projects over $500,000)

Bodily Injury & Property Damage	*$*	*1,000,000.00 Aggregate*

(Combined Single Limit)

.5 WORKERS' COMPENSATION:
(As required by Statute)
EMPLOYERS' LIABILITY:

Accident	*$*	*100,000.00 Per Occurrence*
Disease	*$*	*500,000.00 Policy Limit*
Disease	*$*	*100,000.00 Per Employee*

.6 PROPERTY INSURANCE:

Builder's Risk	*$*	*Equal to Value of Work*

or

Installation Floater	*$*	*Equal to Value of Work*

11.1.5 Add a new Subparagraph to read as follows:

Insurance shall be maintained without interruption from the date of commencement of the Work until the date of final payment unless otherwise noted on the Certificate of Substantial Completion.

11.1.6 Add a new Subparagraph to read as follows:

Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to final execution of the Contract and

thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. Information concerning reduction of coverage on account of revised limits or clams paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

11.1.7 Add a new Subparagraph as follows:

If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the Contract; the termination date, or the policy, or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment.

11.1.8 Add a new Subparagraph as follows:

If any insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.

11.1.9 Add a new Subparagraph as follows:

The Owner as fiduciary shall have power to adjust and settle a loss with Insurers unless one of the parties in interest shall object in writing within five (5) days after occurrence of loss.

11.2 **Owner's Insurance**

Delete this Paragraph in its entirety and substitute the following:

The Contractor shall purchase and maintain such insurance as will protect the Owner from his contingent liability to others for damages because of bodily injury, including death, and property damage, which may arise from operations under this Contract and other liability for damages which the Contractor is required to insure under any provision of this Contract. Certificate of this insurance will be filed with the Owner and will be the same limits set forth in 11.1.5.

11.2.1 Delete this Subparagraph in its entirety.

11.2.2 Delete this Subparagraph in its entirety.

11.2.3 Delete this Subparagraph in its entirety.

11.3 **Waivers of Subrogation**

11.3.1 Delete this Subparagraph in its entirety.

11.3.2 Delete this Subparagraph in its entirety.

11.5 **Adjustment and Settlement of Insured Loss**

11.5.1 Delete this Subparagraph in its entirety.

11.5.2 Delete this Subparagraph in its entirety.

Article 12
UNCOVERING AND CORRECTION OF WORK

12.1 **Uncovering of Work**

12.1.1 Change each instance of the word "*Architect's*" to "*Prime Professional's*", change the word "*Architect*" to "*Prime Professional*",

and add the words "*or Contract Sum*" at the end of this sentence.

12.1.2 Change each instance of the word "*Architect*" to "*Prime Professional*".

12.2 **Correction of Work**

12.2.1 Change the word "*Architect*" to "*Prime Professional*" and the word "*Architect's*" to "*Prime Professional's*".

12.2.2.1 Change the word "*Architect*" to "*Prime Professional*".

Article 13
MISCELLANEOUS PROVISIONS

13.1 **Governing Law**

Change this Paragraph to read as follows:

The Contract shall be governed by the laws of the State of Mississippi.

13.3 **Rights and Remedies**

13.3.2 Change the word "*Architect*" to "*Prime Professional*".

13.4 **Tests and Inspections**

13.4.1 Change each instance of the word "*Architect*" to "*Prime Professional and Commissioning Authority Professional*".

13.4.2 Change the first two instances of the word "*Architect*" to "*Prime Professional*" and the second two instances of the word "*Architect*" to "*Prime Professional and Commissioning Authority Professional*".

13.4.3 Change the word "*Architect*" to "*Prime Professional's and Commissioning Authority Professional's*".

13.4.5 Change each instance of the word "*Architect*" to "*Prime Professional and/or the Commissioning Authority Professional*".

13.5 Delete this Paragraph in its entirety.

Article 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 **Termination by the Contractor**

14.1.1.3 Change the word "*Architect*" to "*Prime Professional*".
14.1.1.4 Delete this Clause in its entirety.

14.1.3 Change the word "*Architect*" to "*Prime Professional*".

14.1.4 Change the word "*Architect*" to "*Prime Professional*".

14.2 **Termination by the Owner for Cause**

14.2.1.1 Delete the word "*repeatedly*" from this Clause.

14.2.1.3 Delete the word "*repeatedly*" from this Clause.

14.2.1.3 Delete the word "or" from this Clause.

14.2.1.4 Change the period to a semi-colon and add the word "*or*" to this Clause.

14.2.1.5 Add a new Clause as follows:

fails to achieve Substantial Completion of the Project within the time limits established by the Contract Documents.

14.2.2 Change the word "*Architect*" to "*Prime Professional*" and change the words "*certification by*" to "*advice of*".
14.2.4 Change the word "*Architect's*" to "*Prime Professional's*".

Article 15
CLAIMS AND DISPUTES

15.1 **Claims**

15.1.2 Change this Subparagraph to read as follows:

Commencement of Statutory Limitation Period
The Owner and Contractor shall commence all claims and causes of action within the time period specified by applicable state law.

15.1.3.1 Change each instance of the word "*Architect*" to "*Prime Professional*".

15.1.4 Change this Subparagraph to read as follows:

Where both the Owner and the Contractor concur with the Initial Decision Maker's decision, the Contract Sum and Contract Time shall be adjusted in accordance with Article 7 and the Prime Professional will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

15.1.7 Delete this Subparagraph in its entirety.

15.2 **Initial Decision**

15.2.1 Change this Subparagraph to read as follows:

Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3 and 10.4, shall be referred to the Initial Decision Maker for initial decision. The Prime Professional will serve as the Initial Decision Maker. An initial decision by the Initial Decision Maker shall be required as a condition precedent to arbitration or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered by the Initial Decision Maker. The Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

15.2.2 Change the words "*approve the Claim*" to "*recommend approval of the Claim to the Owner*".

15.2.4 Change the words "*reject or approve the Claim*" to "*recommend rejection or approval of the Claim to the Owner*".

15.2.5 Change the Subparagraph to read as follows:

The Initial Decision Maker will render an initial decision to recommend approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision recommendation shall (1) be in writing; (2) state the

reasons therefor; and (3) notify the parties and the Prime Professional, if the Prime Professional is not serving as the Initial Decision Maker, of any recommended change in the Contract Sum or Contract Time or both. Where the Owner concurs with the recommendation it is binding on the parties but subject to arbitration or litigation.

15.2.6 Delete this Subparagraph in its entirety.

15.2..6.1 Delete this Clause in its entirety.

15.3 **Mediation**

15.3.1 Delete this Subparagraph in its entirety.

15.3.2 Delete this Subparagraph in its entirety.

15.3.3 Delete this Subparagraph in its entirety.

15.3.3 Delete this Subparagraph in its entirety.

15.3.4 Delete this Subparagraph in its entirety.

15.4 **Arbitration**

15.4.1 Delete this Subparagraph in its entirety.

15.4.1.1 Delete this Clause in its entirety.

15.4.2 Delete this Subparagraph in its entirety.

15.4.3 Delete this Subparagraph in its entirety.

15.4.4 Delete this Subparagraph in its entirety.

15.4.4.1 Delete this Clause in its entirety.

15.4.4.2 Delete this Clause in its entirety.

15.4.4.3 Delete this Clause in its entirety.

15.5 Add a new Paragraph as follows:

Arbitration Procedures for the Owner

All matters of dispute arising out of any agreement with the Owner or Owner's Board for planning, design, engineering, construction, erection, repair, or alteration of any building, structure, fixture, road, highway, utility or any part thereof, or any agreement with the Owner or Owner's Board for architectural, engineering, surveying, planning, and related professional services which provides for mediation or arbitration, shall comply with the following course for resolution. No arbitration hearing shall be granted on any claim in excess of One Hundred Thousand Dollars ($100,000.00).

15.5.1 Add a new Subparagraph and Clauses as follows:

Conditions Precedent to Arbitration

.1 The aggrieved party must first notify opposing party in writing in detail of the matter(s) in dispute the amount involved and

the remedy sought. Such writing shall include copies of any documents, writings, plans, or other matter pertinent to the resolution of the dispute. The Director/Head of the Owner and a principal of the opposing party shall be the proper parties for such notice and shall be active parties in any subsequent dispute resolution.

.2 If the dispute cannot be satisfactorily resolved, within thirty (30) days of the complaint being rejected in writing by either party, notice by certified mail shall be given to the Director or Head of Owner or Owner's Board. A copy of the notice shall be sent by certified mail to the opposing party. Such notice shall be in writing setting forth in detail the matter(s) in dispute, the amount involved, the remedy sought and state that informal resolution between the parties cannot be reached. Such writing shall include copies of any documents, writings, plans, or other matter pertinent to the resolution of the dispute. Opposing party shall have the opportunity to set forth in writing a rebuttal with pertinent documents attached. At the sole discretion of the Deputy Director, oral testimony may be had on the matter.

15.5.2 Add a new Subparagraph as follows:

Requests for Arbitration

Within thirty (30) days of a claim being rejected in writing by the Director or Head of Owner or Owner's board, either party may request arbitration. Notices for requests for arbitration shall be made in writing to the Executive Director / Director of Owner or Owner's Board. Such notice shall set forth in detail the matter(s) in dispute, the amount involved, and the remedy sought. A copy of the request shall be mailed to the opposite party. The party requesting arbitration must deposit the sum of two hundred ($200.00) with its request as a deposit against costs incurred by the arbitrators. Each party will be notified in writing in any manner provided by law of certified mail not less than twenty (20) days before the hearing of the date, time and place for the hearing. Appearance at the hearing waives a party's right to notice.

15.5.3 Add a new Subparagraph as follows:

Selection of Arbitrators

Upon request for arbitration, a panel of three (3) arbitrators shall be chosen. One (1) member shall be appointed by the Executive Director / Director or Head of Owner or Owner's Board. One (1) member shall be appointed by the executive director of a professional or trade association which represents interests similar to that of the non-state party. The third member shall be appointed by the first two.

15.5.4 Add a new Subparagraph as follows:

Hearings

All hearings shall be open to the public. All hearings will be held in Jackson, Mississippi, unless another location is mutually agreed to by the parties. The hearings shall be conducted as prescribed by ***Mississippi Code 1972, Annotated****, Sections 11-15-113, 11-15-115, and 11-15-117. A full and complete record of all proceedings shall be taken by a certified court reporter. The scheduling and cost of retaining the court reporter shall be the responsibility of the party requesting arbitration. The costs of transcription of the record shall be the responsibility of the party requesting such transcript. No arbitration hearing shall be held without a certified court reporter. Deliberations of the arbitrators shall not be part of the record.*

15.5.5 Add a new Subparagraph as follows:

Awards

Awards shall be made in writing and signed by the arbitrators joining in the award. A copy of the award shall be delivered to the parties by certified mail.

15.5.6 Add a new Subparagraph as follows:

Fees and Expenses

Reasonable fees and expenses, excluding counsel fees, incurred in the conduct of the arbitration shall be at the discretion of

the Arbitrator except each party shall bear its own attorney's fees and costs of expert witnesses.

15.5.7 Add a new Subparagraph as follows:

Modifications, Confirmations, and Appeals

All modifications, confirmations and appeals shall be as prescribed by ***Mississippi Code 1972, Annotated****, Section 11-15-123 et seq. All awards shall be reduced to judgment and satisfied in the same manner other judgments against the State are satisfied.*

15.5.8 Add a new Subparagraph as follows:

Secretary for the Arbitrators

All notices, requests, or other correspondence intended for the arbitrators shall be sent to Executive Director / Director / Head of Owner or Owner's Board.

PART 2 – FEDERAL REQUIREMENTS

2.01 **APPLICABILITY**

When project funding includes Federal funds, the applicable Federal Labor Standards Provisions will be included herein, to which the Contractor, and all Subcontractors, shall be subject to. Where no such pages are included, then no special provisions shall apply.

PART 3 - WAGE RATES

3.01 **GENERAL**

When project funding includes Federal funds, the applicable Federal Government Wage Determinations will be included herein, to which the Contractor, and all Subcontractors, shall be subject to. Where no such pages are included, then no special wages shall apply.

THE CITY OF
OXFORD

Specifications

Temporary Ice Skating Rink for Holly Jolly Holiday

107 Courthouse Square
Oxford, Mississippi

Mayor

Robyn Tannehill

Board of Alderman

Erin Smith, Ward I

Mark Huelse, Ward II

Brian Hyneman, Ward III

Kesha Howell-Atkinson, Ward IV

Preston Taylor, Ward V

Jason Bailey, Pro-Tem, Ward VI

Mary Margaret Crowe, Alderman At-Large

107 Courthouse Square
Oxford, Mississippi 38655

July 2025

I. Technical Specifications

A. The prospective bidder agrees to provide, install, and maintain the following:

- 40’ x 80’ ice skating rink with sides (curved or 90 degree corners). The skating area will be 3,200 square feet.
- High Efficiency Refrigeration Chiller adequate to control ice for the ice rink. The chiller shall include a heat pump, Glycol tanks and dasher board for the 3,200 square foot ice rink.
- 225 ice skates of various sizes.
- Skating aids (10 or more).
- Technician(s) needed for ice skate setup and breakdown.
- Maintenance technician for repair and maintenance service during event. If the skating rink has to be closed for repair, a maintenance technician must be able to be on-site and to repair the rink to full operational status within 24 hours. If the equipment is not working for more than 24 hours, resulting in loss of revenue from the City of Oxford, then the average daily sales will be deducted from final pay app.
-

B. The City of Oxford will provide the following items necessary for operation of the ice skating rink:

- Power source for skating rink within 20 feet of skating rink. 480 volts 3 phase60 Hz 200 amps
- Tap water connection and fees for water use.
- Covered, level, concrete deck area for installation.
- Fork lift to unload materials.

II. Installer’s requirements

- Installers must provide references for similar projects upon request.
- Insurance requirements are listed in Article 11.
- The equipment must be in good working order. Damages resulting from unloading or loading are the responsibility of the installer.
- If the equipment is not working for more than 24 hours, resulting in loss of revenue from the City of Oxford, then the average daily sales will be deducted from final pay app.

III. Performance requirements

The equipment provided should be in good working order. Damages to equipment during unloading or loading is the responsibility of the bidder. The City of Oxford is not responsible for any damages to equipment resulting from installation and maintenance of the product.

A bid bond (or 5% certified check) and a performance bond will be required for this contract. Per the terms on Bonds General Conditions (Page 15), “The Performance Bond is for an amount equal to the full amount of said Contract”.

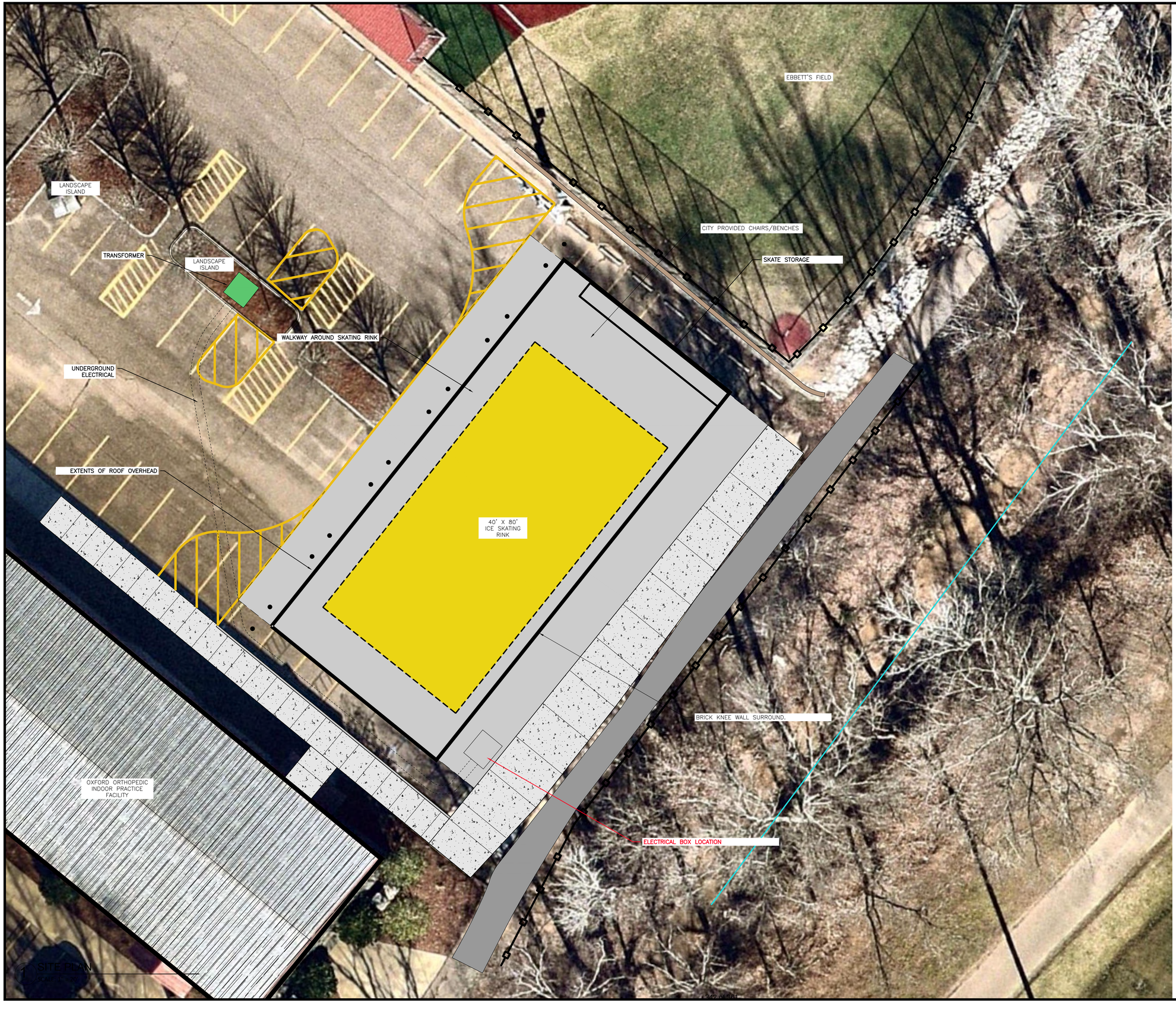
IV. Pre-Bid Conference

A non-voluntary pre-bid meeting will be held at the mTrade Park Pavilion at 11:00 am on August 19th. Potential bidders are highly encouraged to attend the pre-bid meeting.

V. Ice Skating Rink Location See Appendix A

Appendix A

Location of Temporary Ice Skating Rink



SITE PLAN
1/32" = 1'-0"

NOTES:

1. TEMPORARY SKATING RINK LAYOUT MAY BE ADJUSTED IN FIELD. THE DRAWINGS ARE ILLUSTRATIVE ONLY.
2. SEE PLAN DOCUMENTS FOR SLAB DEPTH, SLAB SLOPES, AND PLACEMENT OF INTERIOR UTILITIES.
3. THE LOCATION OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE ONLY. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL CONTACT THE UTILITY OWNERS AND REQUEST THEM TO PROPERLY LOCATE THEIR RESPECTIVE UTILITY ON THE GROUND.

FLAT CONCRETE PAVING

40' X 80' ICE SKATING RINK

OXFORD
GENERAL GOVERNMENT
107 Courthouse Square
Oxford, Mississippi 38655

Mark Levy, PLA, ASLA

mTrade Park Pavilion

Temporary Ice Skating Rink Layout

328 Old Sardis Road
Oxford, Mississippi

REVISIONS:

DATE: 07/30/2025

DRAWN BY: Mark Levy

SITE PLAN

SHEET NO.

L100

C:\Users\mlevy\Downloads\mTrade_skating_rink.dwg SAVE:7/29/2025 3:56 PM PLOT:7/30/2025 9:42 AM

THE CITY OF
OXFORD

MEMORANDUM

To:	Board of Aldermen
From:	Mark Levy
CC:	Hollis Green
Date:	September 2, 2025
Re:	Consider Change Order No. 1 from Century Construction for the renovation to historic Oxford City Hall

Staff is requesting permission to accept Change Order No. 1 for a small change in the demolition scope. No extra days will be added for the additional work.

The total contract amount will increase $400.00.

Enclosure (1)

Change Order No. 1 from Century Construction

Docusign Envelope ID: 26E3DE67-F106-49C5-8B20-E629227DC066

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Renovations to Historic City Hall

107 Courthouse Square
Oxford, MS 38655

CONTRACT INFORMATION:
Contract For: Renovations to Historic City Hall
Date: 08-28-2025

CHANGE ORDER INFORMATION:
Change Order Number: 001

Date: August 28, 2025

OWNER: *(Name and address)*
City of Oxford
107 Courthouse Square
Oxford, MS 38655

ARCHITECT: *(Name and address)*
Howorth Architects, P.A.
d/b/a Howorth & Associates Architects
800 North Lamar Boulevard, Suite 4
Oxford, MS 38655

CONTRACTOR: *(Name and address)*
Century Construction
705 Robert E. Lee Drive
Tupelo, Mississippi 38802

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.)
See attached Century Construction Proposal

The original was	$	1,412,000.00
The net change by previously authorized Change Orders	$	0.00
The prior to this Change Order was	$	1,412,000.00
The will be increased by this Change Order in the amount of	$	400.00
The new including this Change Order will be	$	1,412,400.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be January 20, 2026

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

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

ARCHITECT *(Signature)*	CONTRACTOR *(Signature)*	OWNER *(Signature)*
Signed by: Jonathan Mattox CF53129256384C8...	Signed by: Dason Maloney, President of General Construction DD651F62E0CA457...	
BY: Jonathan Mattox, Principal	BY: Dason Maloney, President of General Construction	BY: Robyn Tannehill, Mayor
(Printed name, title, and license number if required)	*(Printed name and title)*	*(Printed name and title)*
8/28/2025	8/28/2025	
Date	*Date*	*Date*

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User Notes: (68b08a3c2d0791aaa87088c0)

CENTURY
construction

DATE: August 25, 2025
TO: Howorth & Associates; City of Oxford
RE: Oxford City Call Renovations
SECTION: Demolition Changes per revised SK-001 Sheets, dated 8.21.25

COR: # 1

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

All labor, material, equipment, tools, and accessories to perform the following work according to revised SK-001 Sheets dated 08.21.25.

2) Demolition of Clerk's desk platform: $1,225.00

3) Credit for leaving plaster wall in city clerk hall: ($1,225.00).

4) Dumpster $400

Change order pricing does not include electrical, millwork, framing, wall patching, plaster patching, or painting.

No days are to be added to contract duration.

Total Price: $400.00

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

Accepted

Date

705 Robert E. Lee Drive Tupelo, Mississippi 38802
Phone (662) 844-3331 www.centurycg.com

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

CC: Hollis Green, COO

Date: September 2, 2025

Re: Request for Permission for Mayor to Sign a Contract for Purchase of Lot 2, Anderson Road Student Housing Development

Engineering requests permission to have the mayor sign a contract for the purchase of Lot 2 of the Anderson Road Student Housing Development for **$1,450,000.00**. The Board of Aldermen previously authorized the Engineering Department to seek appraisals and engage in negotiations with the owner for this piece of property. This property would potentially serve as a site for a new elevated water tank.

In addition, a request is also made to authorize the closing agent to issue title insurance for the purchase in the estimated amount of **$4,900.00.**

CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE

BY THIS CONTRACT, entered into this the ____ day of August, 2025 (the "Contract"), Rebel Properties KP7, LLC ("Seller"), agrees to sell to the City of Oxford, Mississippi, a Mississippi municipal corporation (the "City" or "Buyer"), and the City agrees to purchase from Seller the property described and on the terms and conditions contained herein, and pursuant to the resolution of the Mayor and Board of Aldermen of the City of Oxford, Mississippi, authorizing the purchase of said property.

In consideration of the mutual promises and covenants contained herein, together with other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to the following:

1. PROPERTY DESCRIPTION: The property is described as Lot 2 of the Preliminary and Final Plat for Anderson Road Development, attached hereto as **Exhibit "A"**, to be recorded in the Public Records of Lafayette County, Mississippi (the "Property"). The portion of the larger property from which the Property is being divided, and which remainder Seller will continue to own is hereinafter referred to as the "Seller Retained Property".

2. PURCHASE PRICE: The consideration for sale of the Property shall be $1,450,000.00 (One million four hundred fifty thousand dollars and zero cents) given at Closing.

3. TAXES: Responsibility of ad valorem taxes, if any, on the Property shall be prorated with a credit given to the Seller as of the day of Closing.

4. TITLE: Seller shall transfer the Property with good and marketable title free of all liens, easements, covenants, encumbrances and defects, except any existing matter of record, and conveyance shall be by Special Warranty Deed.

5. CLOSING DATE: The date of closing ("Closing") shall be August 29, 2025. Possession of the Property will be given to Buyer at closing.

6. CLOSING COSTS: Except where specifically mentioned in this Contract, the Parties shall be responsible for and bear their own expenses related to the closing. Seller and Buyer shall each be responsible for their respective attorney fees. Buyer shall be responsible for the recording cost of the Special Warranty Deed and preparation of same.

7. DELIVERIES: The Seller shall furnish to the City at or before closing:

a) Special Warranty Deed to the Property prepared at Buyer's expense;

b) a resolution or minutes of the Seller showing its authority to transfer the Property and the authority to execute all documents necessary to consummate the conveyance;

8. REPRESENTATIONS AND WARRANTIES:

a) This Contract constitutes the legal, valid and binding obligation of Seller

enforceable in accordance with its terms, Seller has full power and authority to own the Property and to enter into and perform the terms and conditions of this Contract.

b) The Seller as of the date of closing is a business corporation in good standing with the Mississippi Secretary of State's office.

c) The execution, delivery and performance of this Contract by Seller have been duly authorized by all necessary action and no further action is necessary on its part to make this Contract valid, binding and enforceable against Seller.

e) All representations, conditions and agreements shall survive the closing and remain in full effect.

9. BREACH:

a) In the event of a default or breach by Seller of any of the covenants or conditions or obligations of Seller under this Contract or in the event any of Seller's representations and warranties are not true and correct as of Closing, Buyer shall give notice to Seller and may either declare this Contract null and void or pursue specific performance of the terms of this Contract as Buyer's sole remedies.

b) In the event of a default or breach by Buyer of the obligations of Buyer under this Contract, Seller shall have the right to sue for specific performance (which shall include Buyer purchasing the property under the terms hereof) or damages.

10. ENTIRE AGREEMENT; NON-WAIVER: This Contract constitutes the entire and final agreement of the parties, incorporates all prior agreements between the parties and cannot be modified except by their written consent. Each party acknowledges that it has read and understands the terms and conditions of this Contract. No waiver by a party of any provision of this Contract shall be deemed to have been made unless in writing, and any such waiver shall not operate as a waiver of any other right, power or privilege under this Contract.

11. CHOICE OF LAW: The terms, conditions and provisions of this Contract shall be construed according to the laws of the State of Mississippi.

12. AGENTS: Seller and Buyer represent and warrant that they have not engaged the services of any agent, broker, or similar party in connection with this transaction.

13. COUNTERPARTS: This Contract may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute but one and the same instrument.

14. INTENTIONALLY DELETED.

15. AS IS SALE: Other than the express warranties stated herein and the limited warranty of title to be provided in the Special Warranty Deed, Buyer acknowledges that the Property is being sold AS IS, WHERE IS, AND WITH ALL FAULTS. Buyer acknowledges

that Seller has made no representations or warranties in or to the Property other than those expressly set forth herein, and Buyer hereby disclaims any and all representations or warranties as to the Property, its condition, and/or its fitness for any purpose.

[Signature Page(s) to Follow]

SO AGREED AND ENTERED into on the date shown above.

BUYER:

The City of Oxford, Mississippi

_____

By: Robyn Tannehill, Mayor

_____

Attest: Ashley Atkinson, City Clerk

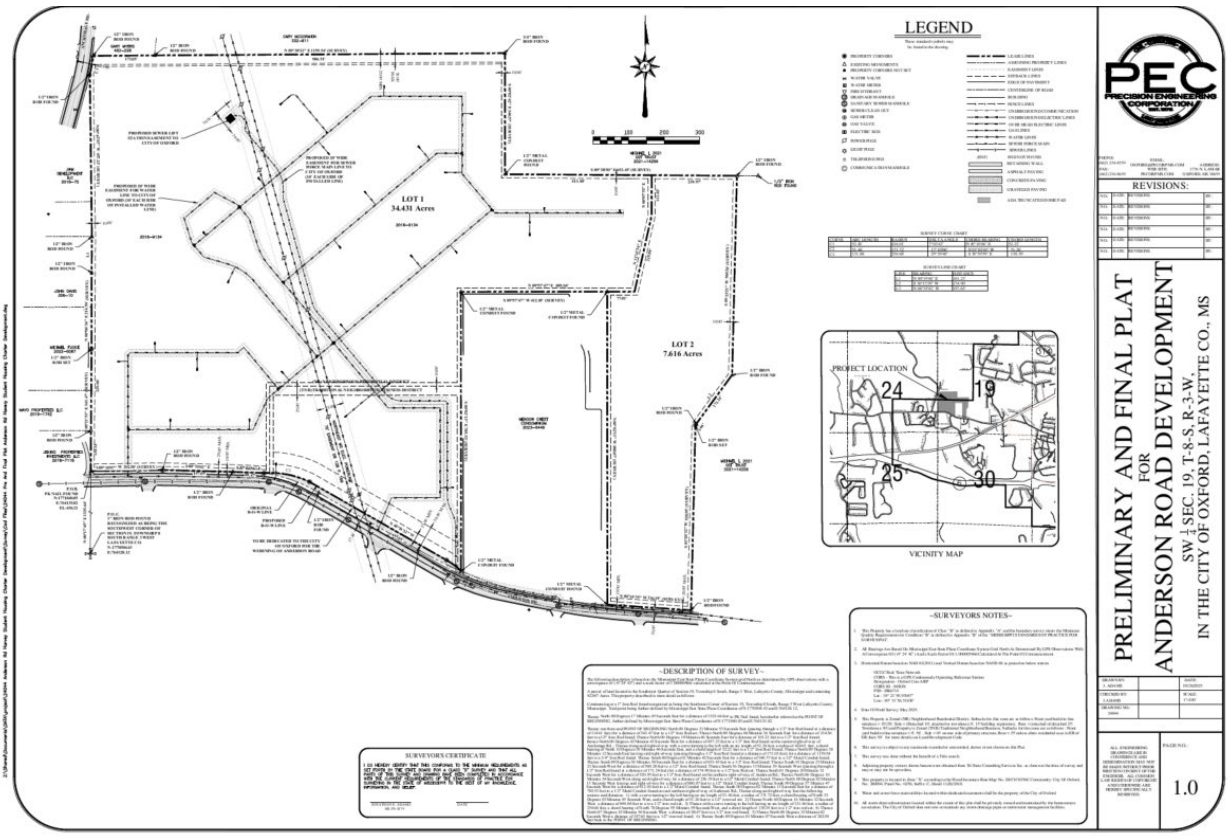
SELLER:

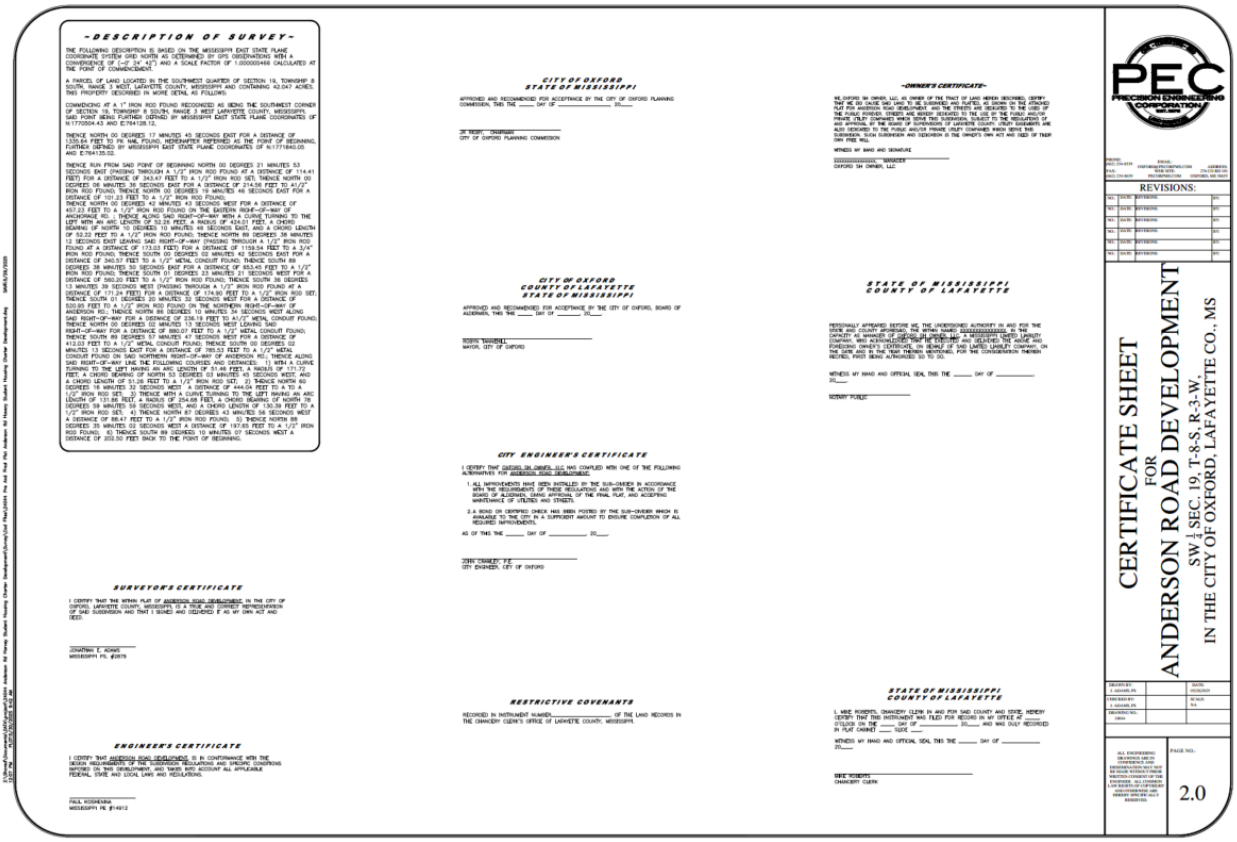
Rebel Properties KP7, LLC
300 S. Orange Avenue, Suite 1325
Orlando, Florida 32801

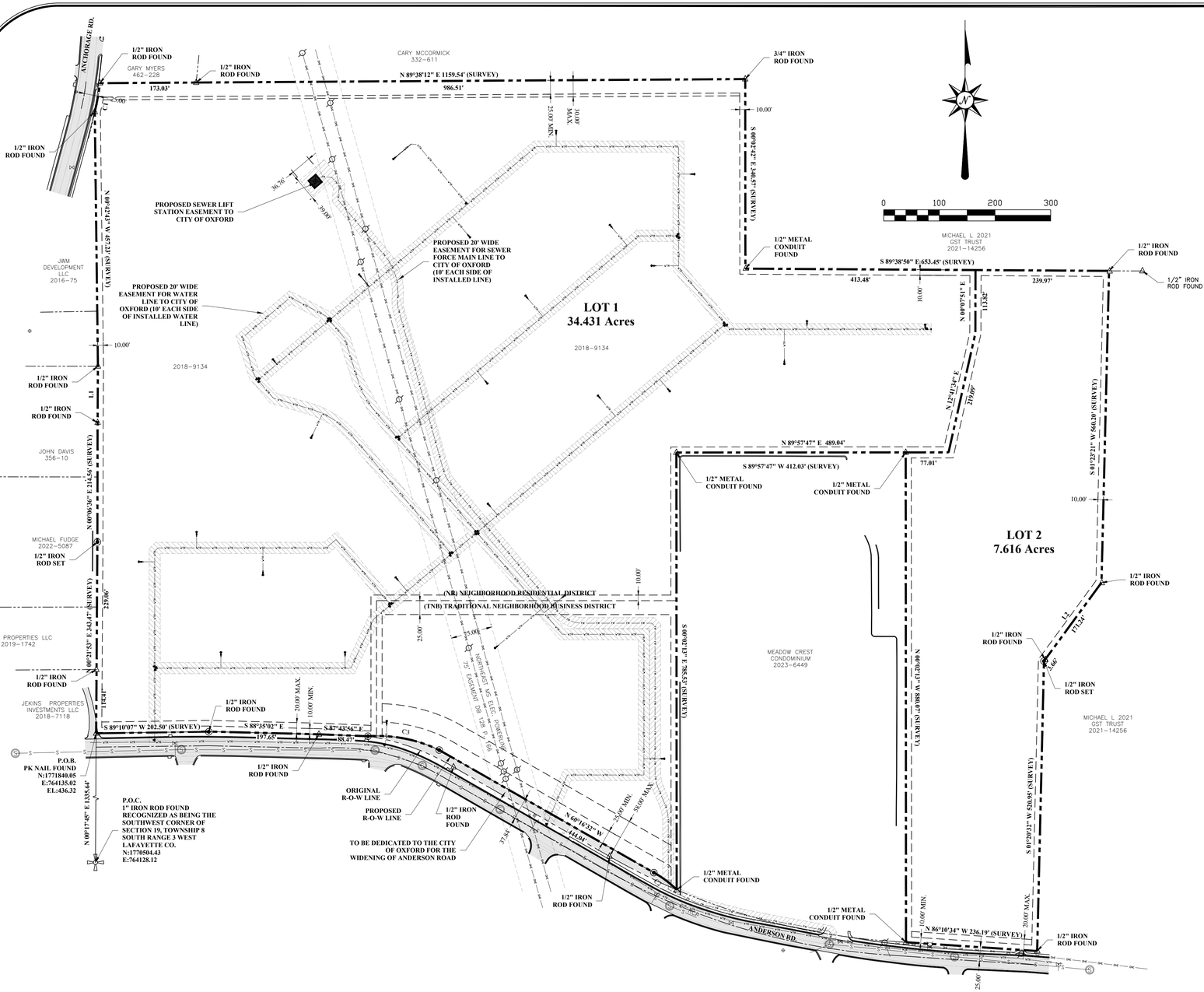
_____

By: Its:

EXHIBIT "A"


LEGEND
LOT 1
34.431 Acres
LOT 2
7.616 Acres
PROJECT LOCATION
VICINITY MAP
-SURVEYORS NOTES-
-DESCRIPTION OF SURVEY-
SURVEYOR'S CERTIFICATE
REVISIONS:
PRELIMINARY AND FINAL PLAT
FOR
ANDERSON ROAD DEVELOPMENT
SW¼ SEC. 19, T-8-S, R-3-W,
IN THE CITY OF OXFORD, LAFAYETTE CO., MS
1.0


-DESCRIPTION OF SURVEY-
CITY OF OXFORD
STATE OF MISSISSIPPI
-OWNER'S CERTIFICATE-
CITY OF OXFORD
COUNTY OF LAFAYETTE
STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE
CITY ENGINEER'S CERTIFICATE
SURVEYOR'S CERTIFICATE
RESTRICTIVE COVENANTS
STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE
ENGINEER'S CERTIFICATE
REVISIONS:
CERTIFICATE SHEET
FOR
ANDERSON ROAD DEVELOPMENT
SW¼ SEC. 19, T-8-S, R-3-W,
IN THE CITY OF OXFORD, LAFAYETTE CO., MS
2.0



LEGEND

These standard symbols may be found in the drawing.

- PROPERTY CORNERS
- EXISTING MONUMENTS
- PROPERTY CORNERS NOT SET
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- DRAINAGE MANHOLE
- SANITARY SEWER MANHOLE
- SEWER CLEAN OUT
- GAS METER
- GAS VALVE
- ELECTRIC BOX
- POWER POLE
- LIGHT POLE
- TELEPHONE PED
- COMMUNICATION MANHOLE

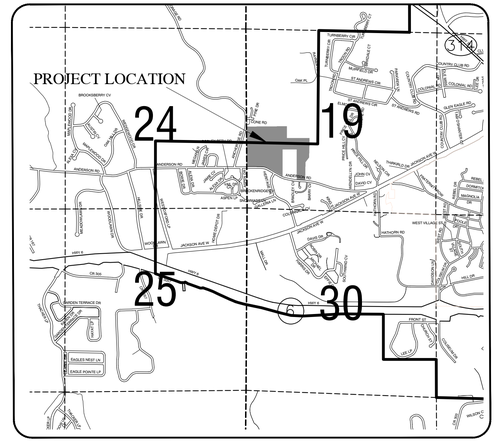
- LEASE LINES
- ADJOINING PROPERTY LINES
- EASEMENT LINES
- SETBACK LINES
- EDGE OF PAVEMENT
- CENTERLINE OF ROAD
- BUILDING
- FENCE LINES
- UNDERGROUND COMMUNICATION
- UNDERGROUND ELECTRIC LINES
- OVER HEAD ELECTRIC LINES
- GAS LINES
- WATER LINES
- SEWER FORCE MAIN
- SEWER LINES
- (ENF) END NOT FOUND
- RETAINING WALL
- ASPHALT PAVING
- CONCRETE PAVING
- GRAVELED PAVING
- ADA TRUNCATED DOME PAD

SURVEY CURVE CHART

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	52.26'	424.01'	7°03'42"	N 10°10'46" E	52.22'
C2	51.46'	171.72'	17°10'06"	N 53°03'45" W	51.26'
C3	131.86'	254.68'	29°39'48"	S 78°59'59" E	130.39'

SURVEY LINE CHART

LINE	BEARING	DISTANCE
L1	N 00°19'46" E	101.23'
L2	S 36°13'39" W	174.90'
L3	N 88°35'02" W	197.65'



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

~DESCRIPTION OF SURVEY~

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° 24' 42") and a scale factor of 1.000005466 calculated at the Point Of Commencement.

A parcel of land located in the Southwest Quarter of Section 19, Township 8 South, Range 3 West, Lafayette County, Mississippi and containing 42.047 Acres. This property described in more detail as follows:

Commencing at a 1" Iron Rod found recognized as being the Southwest Corner of Section 19, Township 8 South, Range 3 West Lafayette County, Mississippi. Said point being further defined by Mississippi East State Plane Coordinates of N:1770504.43 and E:764128.12,

Thence North 00 Degrees 17 Minutes 45 Seconds East for a distance of 1335.64 feet to PK Nail found, hereinafter referred as the POINT OF BEGINNING, further defined by Mississippi East State Plane Coordinates of N:1771840.05 and E:764135.02.

Thence run from said POINT OF BEGINNING North 00 Degrees 21 Minutes 53 Seconds East (passing through a 1/2" Iron Rod found at a distance of 114.41 feet) for a distance of 343.47 feet to a 1/2" Iron Rod set; Thence North 00 Degrees 06 Minutes 56 Seconds East for a distance of 214.56 feet to a1/2" Iron Rod found; Thence North 00 Degrees 19 Minutes 46 Seconds East for a distance of 101.23 feet to a 1/2" Iron Rod found; thence North 00 Degrees 42 Minutes 43 Seconds West for a distance of 457.23 feet to a 1/2" Iron Rod found on the eastern right-of-way of Anchorage Rd. ; Thence along said right-of-way with a curve turning to the left with an arc length of 52.26 feet, a radius of 424.01 feet, a chord bearing of North 10 Degrees 10 Minutes 46 Seconds East, and a chord length of 52.22 feet to a 1/2" Iron Rod Found; Thence North 89 Degrees 38 Minutes 12 Seconds East leaving said right-of-way (passing through a 1/2" Iron Rod found at a distance of 173.03 feet) for a distance of 1,159.54 feet to a 3/4" Iron Rod found; Thence South 00 Degrees 02 Minutes 42 Seconds East for a distance of 340.57 feet to a 1/2" Metal Conduit found; Thence South 89 Degrees 38 Minutes 50 Seconds East for a distance of 653.45 feet to a 1/2" Iron Rod found; Thence South 01 Degrees 23 Minutes 21 Seconds West for a distance of 560.20 feet to a 1/2" Iron Rod found; Thence South 56 Degrees 13 Minutes 39 Seconds West (passing through a 1/2" Iron Rod found at a distance of 171.24 feet) for a distance of 174.90 feet to a 1/2" Iron Rod set; Thence South 01 Degrees 20 Minutes 32 Seconds West for a distance of 520.95 feet to a 1/2" Iron Rod found on the northern right-of-way of Anderson Rd.; Thence North 86 Degrees 10 Minutes 34 Seconds West along said right-of-way for a distance of 236.19 feet to a1/2" Metal Conduit found; Thence North 00 Degrees 02 Minutes 13 Seconds West leaving said right-of-way for a distance of 880.67 feet to a 1/2" Metal Conduit found; Thence South 89 Degrees 57 Minutes 47 Seconds West for a distance of 412.03 feet to a 1/2" Metal Conduit found; Thence South 00 Degrees 02 Minutes 13 Seconds East for a distance of 785.53 feet to a 1/2" Metal Conduit found on said northern right-of-way of Anderson Rd.; Thence along said right-of-way line the following courses and distances: 1) with a curve turning to the left having an arc length of 51.46 feet, a radius of 171.72 feet, a chord bearing of North 53 Degrees 03 Minutes 45 Seconds West, and a chord length of 51.26 feet to a 1/2" iron rod set; 2) Thence North 60 Degrees 16 Minutes 32 Seconds West a distance of 444.04 feet to a to a 1/2" iron rod set; 3) Thence with a curve turning to the left having an arc length of 131.86 feet, a radius of 254.68 feet, a chord bearing of North 78 Degrees 59 Minutes 59 Seconds West, and a chord length of 130.39 feet to a 1/2" iron rod set; 4) Thence North 87 Degrees 43 Minutes 56 Seconds West a distance of 88.47 feet to a 1/2" iron rod found; 5) Thence North 88 Degrees 35 Minutes 02 Seconds West a distance of 197.65 feet to a 1/2" iron rod found; 6) Thence South 89 Degrees 10 Minutes 07 Seconds West a distance of 202.50 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° 24' 42") And a Scale Factor Of 1.000005466 Calculated At The Point Of Commencement.
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: May 2025.
5. This Property is Zoned (NR) Neighborhood Residential District, Setbacks for this zone are as follows: Front yard build-to line min/max = 10'/20', Side = (Detached 10', attached or townhouse 0', 15' building separation), Rear = (attached of detached 25', Townhouse 30') and Property is Zoned (TNB) Traditional Neighborhood Business, Setbacks for this zone are as follows : Front yard build-to line min/max = 0', 58', Side = 10' on one side of primary structure, Rear = 25' unless abuts residential uses in ER of SR; then 50' for more details see Land Development Code.
6. This survey is subject to any easements recorded or unrecorded, shown or not shown on this Plat.
7. This survey was done without the benefit of a Title search.
8. 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.
9. This property is located in Zone "X" according to the Flood Insurance Rate Map No. 28071C0256C Community: City Of Oxford, No.: 280094, Panel No.: 0256, Suffix: C, Dated 11/26/2010.
9. Water and sewer force main utilities located within dedicated easements shall be the property of the City of Oxford.
10. All storm drain infrastructure located within the extent of this plat shall be privately owned and maintained by the homeowners association. The City of Oxford does not own or maintain any storm drainage pipes or stormwater management facilities.

PEC
CIVIL • CONSULTING • GEO
PRECISION ENGINEERING CORPORATION
EST. 1976
LAND SURVEYORS

PHONE: (662) 234-8539
FAX: (662) 234-8639
EMAIL: OXFORD@PECORPMS.COM
WEB SITE: PECORPMS.COM
ADDRESS: 1776 N. LAMAR OXFORD, MS 38655

REVISIONS:

NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:

PRELIMINARY AND FINAL PLAT
FOR
ANDERSON ROAD DEVELOPMENT
SW $\frac{1}{4}$ SEC. 19, T-8-S, R-3-W,
IN THE CITY OF OXFORD, LAFAYETTE CO., MS

DRAWN BY: J. ADAMS		DATE: 05/28/2025
CHECKED BY: J.ADAMS		SCALE: 1"=100'
DRAWING NO.: 24044		

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

Z:\Shared\Documents\DATA\project\24044 Anderson Rd Harvey Student Housing Charter Development\Survey\Cad Files\24044 Pre And Final Plat Anderson Rd Harvey Student Housing Charter Development.dwg

~DESCRIPTION OF SURVEY~

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° 24' 42") AND A SCALE FACTOR OF 1.000005466 CALCULATED AT THE POINT OF COMMENCEMENT.

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 8 SOUTH, RANGE 3 WEST, LAFAYETTE COUNTY, MISSISSIPPI AND CONTAINING 42.047 ACRES. THIS PROPERTY DESCRIBED IN MORE DETAIL AS FOLLOWS:

COMMENCING AT A 1" IRON ROD FOUND RECOGNIZED AS BEING THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 8 SOUTH, RANGE 3 WEST LAFAYETTE COUNTY, MISSISSIPPI. SAID POINT BEING FURTHER DEFINED BY MISSISSIPPI EAST STATE PLANE COORDINATES OF N:1770504.43 AND E:764128.12,

THENCE NORTH 00 DEGREES 17 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 1335.64 FEET TO PK NAIL FOUND, HEREINAFTER REFERRED AS THE POINT OF BEGINNING, FURTHER DEFINED BY MISSISSIPPI EAST STATE PLANE COORDINATES OF N:1771840.05 AND E:764135.02.

THENCE RUN FROM SAID POINT OF BEGINNING NORTH 00 DEGREES 21 MINUTES 53 SECONDS EAST (PASSING THROUGH A 1/2" IRON ROD FOUND AT A DISTANCE OF 114.41 FEET) FOR A DISTANCE OF 343.47 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 00 DEGREES 06 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 214.56 FEET TO A1/2" IRON ROD FOUND; THENCE NORTH 00 DEGREES 19 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 101.23 FEET TO A 1/2" IRON ROD FOUND;
THENCE NORTH 00 DEGREES 42 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 457.23 FEET TO A 1/2" IRON ROD FOUND ON THE EASTERN RIGHT–OF–WAY OF ANCHORAGE RD. ; THENCE ALONG SAID RIGHT–OF–WAY WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 52.26 FEET, A RADIUS OF 424.01 FEET, A CHORD BEARING OF NORTH 10 DEGREES 10 MINUTES 46 SECONDS EAST, AND A CHORD LENGTH OF 52.22 FEET TO A 1/2" IRON ROD FOUND; THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST LEAVING SAID RIGHT–OF–WAY (PASSING THROUGH A 1/2" IRON ROD FOUND AT A DISTANCE OF 173.03 FEET) FOR A DISTANCE OF 1159.54 FEET TO A 3/4" IRON ROD FOUND; THENCE SOUTH 00 DEGREES 02 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 340.57 FEET TO A 1/2" METAL CONDUIT FOUND; THENCE SOUTH 89 DEGREES 38 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 653.45 FEET TO A 1/2" IRON ROD FOUND; THENCE SOUTH 01 DEGREES 23 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 560.20 FEET TO A 1/2" IRON ROD FOUND; THENCE SOUTH 36 DEGREES 13 MINUTES 39 SECONDS WEST (PASSING THROUGH A 1/2" IRON ROD FOUND AT A DISTANCE OF 171.24 FEET) FOR A DISTANCE OF 174.90 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 01 DEGREES 20 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 520.95 FEET TO A 1/2" IRON ROD FOUND ON THE NORTHERN RIGHT–OF–WAY OF ANDERSON RD.; THENCE NORTH 86 DEGREES 10 MINUTES 34 SECONDS WEST ALONG SAID RIGHT–OF–WAY FOR A DISTANCE OF 236.19 FEET TO A1/2" METAL CONDUIT FOUND; THENCE NORTH 00 DEGREES 02 MINUTES 13 SECONDS WEST LEAVING SAID RIGHT–OF–WAY FOR A DISTANCE OF 880.07 FEET TO A 1/2" METAL CONDUIT FOUND; THENCE SOUTH 89 DEGREES 57 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 412.03 FEET TO A 1/2" METAL CONDUIT FOUND; THENCE SOUTH 00 DEGREES 02 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 785.53 FEET TO A 1/2" METAL CONDUIT FOUND ON SAID NORTHERN RIGHT–OF–WAY OF ANDERSON RD.; THENCE ALONG SAID RIGHT–OF–WAY LINE THE FOLLOWING COURSES AND DISTANCES: 1) WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 51.46 FEET, A RADIUS OF 171.72 FEET, A CHORD BEARING OF NORTH 53 DEGREES 03 MINUTES 45 SECONDS WEST, AND A CHORD LENGTH OF 51.26 FEET TO A 1/2" IRON ROD SET; 2) THENCE NORTH 60 DEGREES 16 MINUTES 32 SECONDS WEST A DISTANCE OF 444.04 FEET TO A TO A 1/2" IRON ROD SET; 3) THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 131.86 FEET, A RADIUS OF 254.68 FEET, A CHORD BEARING OF NORTH 78 DEGREES 59 MINUTES 59 SECONDS WEST, AND A CHORD LENGTH OF 130.39 FEET TO A 1/2" IRON ROD SET; 4) THENCE NORTH 87 DEGREES 43 MINUTES 56 SECONDS WEST A DISTANCE OF 88.47 FEET TO A 1/2" IRON ROD FOUND; 5) THENCE NORTH 88 DEGREES 35 MINUTES 02 SECONDS WEST A DISTANCE OF 197.65 FEET TO A 1/2" IRON ROD FOUND; 6) THENCE SOUTH 89 DEGREES 10 MINUTES 07 SECONDS WEST A DISTANCE OF 202.50 FEET BACK TO THE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT THE WITHIN PLAT OF ANDERSON ROAD DEVELOPMENT, IN THE CITY OF OXFORD, 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.

_____
JONATHAN E. ADAMS
MISSISSIPPI PS. #2879

ENGINEER'S CERTIFICATE

I CERTIFY THAT ANDERSON ROAD DEVELOPMENT, 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.

_____
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___.

_____
JR RIGBY, CHAIRMAN
CITY OF OXFORD PLANNING COMMISSION

CITY OF OXFORD
COUNTY OF LAFAYETTE
STATE OF MISSISSIPPI

APPROVED AND RECOMMENDED FOR ACCEPTANCE BY THE CITY OF OXFORD, BOARD OF ALDERMEN, THIS THE _____ DAY OF _____, 20___.

_____
ROBYN TANNEHILL
MAYOR, CITY OF OXFORD

CITY ENGINEER'S CERTIFICATE

I CERTIFY THAT OXFORD SH OWNER, LLC HAS COMPLIED WITH ONE OF THE FOLLOWING ALTERNATIVES FOR ANDERSON ROAD DEVELOPMENT:

1. ALL IMPROVEMENTS HAVE BEEN INSTALLED BY THE SUB–DIVIDER IN ACCORDANCE WITH THE REQUIREMENTS OF THESE REGULATIONS AND WITH THE ACTION OF THE BOARD OF ALDERMEN, GIVING APPROVAL OF THE FINAL PLAT, AND ACCEPTING MAINTENANCE OF UTILITIES AND STREETS.
2. A BOND OR CERTIFIED CHECK HAS BEEN POSTED BY THE SUB–DIVIDER WHICH IS AVAILABLE TO THE CITY IN A SUFFICIENT AMOUNT TO ENSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS,

AS OF THIS THE _____ DAY OF _____, 20___.

_____
JOHN CRAWLEY, P.E.
CITY ENGINEER, CITY OF OXFORD

RESTRICTIVE COVENANTS

RECORDED IN INSTRUMENT NUMBER_____, OF THE LAND RECORDS IN THE CHANCERY CLERK'S OFFICE OF LAFAYETTE COUNTY, MISSISSIPPI.

~OWNER'S CERTIFICATE~

WE, OXFORD SH OWNER, LLC, AS 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 FOR ANDERSON ROAD DEVELOPMENT. AND THE STREETS ARE DEDICATED TO THE USED 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 SUPERVISORS OF LAFAYETTE COUNTY. 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

_____
xxxxxxxxxxxxxxx, MANAGER
OXFORD SH OWNER, LLC

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE STATE AND COUNTY AFORESAID, THE WITHIN NAMED XXXXXXXXXXXXXX, IN THE CAPACITY AS MANAGER OF OXFORD SH OWNER, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY, WHO ACKNOWLEDGED THAT 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

PRECISION ENGINEERING CORPORATION
CIVIL • CONSULTING • GEO
EST. 1976
LAND SURVEYORS

PHONE: (662) 234-8539
FAX: (662) 234-8639
EMAIL: OXFORD@PECORPMS.COM
WEB SITE: PECORPMS.COM
ADDRESS: 276 CO RD 101 OXFORD, MS 38655

REVISIONS:

NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:

CERTIFICATE SHEET
FOR
ANDERSON ROAD DEVELOPMENT
SW $\frac{1}{4}$ SEC. 19, T-8-S, R-3-W,
IN THE CITY OF OXFORD, LAFAYETTE CO., MS

DRAWN BY: J. ADAMS, PS		DATE: 05/28/2025
CHECKED BY: J. ADAMS, PS		SCALE: NA
DRAWING NO.: 24044		

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OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

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

Date: September 2, 2025

Re: Request Permission to the Award Low Bid,
Punkin Water System Water Plant Demolition

On August 26, 2025 bids were opened for the above-captioned project and read aloud. Cleveland Construction was the low bidder at **$129,500.00**.

Engineering recommends accepting the low bid of Cleveland Construction be accepted. Please note, two bids were received that were deemed "non-responsive" as those submittals did not include signed copies of the one addendum, as required. These bids were not read.

A certified copy of the bid tabulation is attached hereto.

City of Oxford
107 Courthouse Square
Oxford, MS 38655
August 26, 2025 - 11:00 A.M.

BID TABULATION
CITY OF OXFORD
WATER PLANT DEMOLITION - PUNKIN WATER SYSTEM

Base Bid		Engineering Estimate	Cleveland Construction Hernando, MS Certificate No. 03884-SC	Eubank Construction Booneville, MS Certificate No. 24650-MC	Axis Site Work LLC Oxford MS Certificate No. 25966-MC	Jarnagin Maintenance Ramer TN Certificate No. 25115-MC	Cooley's Contracting Vancleave MS Certificate No. 26681-SC
Item No.	Item Description	Lump Sum Amount	Lump Sum Amount	Lump Sum Amount	Lump Sum Amount	Lump Sum Amount	Lump Sum Amount
1	Mobilization	$25,000.00	$10,000.00	$20,000.00	$20,000.00		
2	Demolition of Water Plant No. 1 on CR 217	60,000.00	27,000.00	38,200.00	50,000.00		
3	Demolition of Water Plant No. 2 on CR 269	80,000.00	35,000.00	70,200.00	75,000.00		
4	Demolition of Water Plant No. 3 on Hwy 6	50,000.00	32,500.00	38,000.00	75,000.00		
5	Demolition of Water Plant No. 4 on Rock Springs Dr	45,000.00	25,000.00	40,000.00	74,000.00		
Total Base Bid		$260,000.00	**$129,500.00**	$206,400.00	$294,000.00	Non-Responsive Bid	Non-Responsive Bid

** Non-responsive bids did not have signed addenda submitted with the bids as required.*

This is certified to be a true and correct tabulation of bids received:

David G. Daniels 8/26/25

David G. Daniels, PE
Consulting Engineer
Daniels & Associates, Inc.

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

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

Date: September 2, 2025

Re: Request Permission to the Award Low Bid,
Punkin Water System Well Abandonment

On August 26, 2025 bids were opened for the above-captioned project and read aloud. Parks and Parks Water Well was the low bidder at **$82,500.00**.

Engineering recommends the low bid of Parks and Parks Water Well be accepted.

A certified copy of the bid tabulation is attached hereto.

City of Oxford
107 Courthouse Square
Oxford, MS 38655
August 26, 2025 - 11:00 A.M.

BID TABULATION
CITY OF OXFORD
WELL ABANDONMENT FOR PUNKIN WATER SYSTEM

Base Bid		Engineering Estimate	**Parks & Parks Water Well** Houston MS Certificate No. 05003-MC	Ratliff Water Well Service Holcomb MS Certificate No. 06458-SC	Donald Smith Company Headland, AL Cert. No. 14810-MC
Item No.	Item Description	Lump Sum Amount	Lump Sum Amount	Lump Sum Amount	Lump Sum Amount
1	Mobilization	$18,000.00	$7,500.00	$20,000.00	$21,842.00
2	Abandonment of Well No. 1 on CR 217	20,000.00	20,000.00	20,555.00	22,617.00
3	Abandonment of Well No. 2 on CR 269	25,000.00	20,000.00	23,611.00	26,159.00
4	Abandonment of Well No. 3 on CR 269	25,000.00	20,000.00	23,611.00	26,306.00
5	Conversion of Well No. 4 on Hwy 6 to Observation Well	15,000.00	15,000.00	14,222.00	21,850.00
Total Base Bid		$103,000.00	**$82,500.00**	$101,999.00	$118,774.00

Base Bid		Layne Christensen The Woodlands TX Certificate No. 00181-MC	A & B Construction Thaxton, MS Certificate No. 22363-SC	Walker-Hill Environmental Foxworth MS Certificate No. 09921-SC
Item No.	Item Description	Lump Sum Amount	Lump Sum Amount	Lump Sum Amount
1	Mobilization	$13,500.00	$8,500.00	$25,400.00
2	Abandonment of Well No. 1 on CR 217	26,500.00	32,000.00	26,000.00
3	Abandonment of Well No. 2 on CR 269	33,000.00	36,500.00	36,200.00
4	Abandonment of Well No. 3 on CR 269	33,000.00	36,500.00	36,200.00
5	Conversion of Well No. 4 on Hwy 6 to Observation Well	17,000.00	16,000.00	25,400.00
Total Base Bid		*$123,000.00*	$129,500.00	$149,200.00

** Red italic font indictes corrected mathematical error.*

This is certified to be a true and correct tabulation of bids received:

David G. Daniels 8/26/25

David G. Daniels, PE
Consulting Engineer
Daniels & Associates, Inc.

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

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

Date: September 2, 2025

Re: Request for Utilities- Drinking Water,
Mid-South Companies, LLC for the Lamar Lakes Development on CR 101

Mid-South Companies, LLC has requested the city serve their proposed residential development on CR 101 in Lafayette County with drinking water. The property in question lies outside of the city limits beyond a one-mile radius. The City of Oxford does currently have a water main along CR 101 in this area that serves other customers and developments and, and would have the capacity to serve this development, should the Board of Aldermen decide to do so at its discretion.

A vicinity map and preliminary conceptual layout of the development is attached hereto.

WILLIAMS ENGINEERING CONSULTANTS, INC.

Professional Engineers | Professional Land Surveyors

August 21, 2025

Mr. John Crawley, City Engineer
City of Oxford
715 Molly Barr Road
Oxford, MS 38655

via e-mail

Re: Proposal for Civil Engineering Design
Lamar Lakes – CR 101
Lafayette County, Mississippi

Dear Mr. Crawley,

On behalf of Mid South Companies, LLC, I would like to request that the City provide water services to a proposed development on Lafayette County Road 101 north of the city limits. The project will be constructed on approximately 86 acres and be a mix of single family detached, townhomes and multi-family housing.

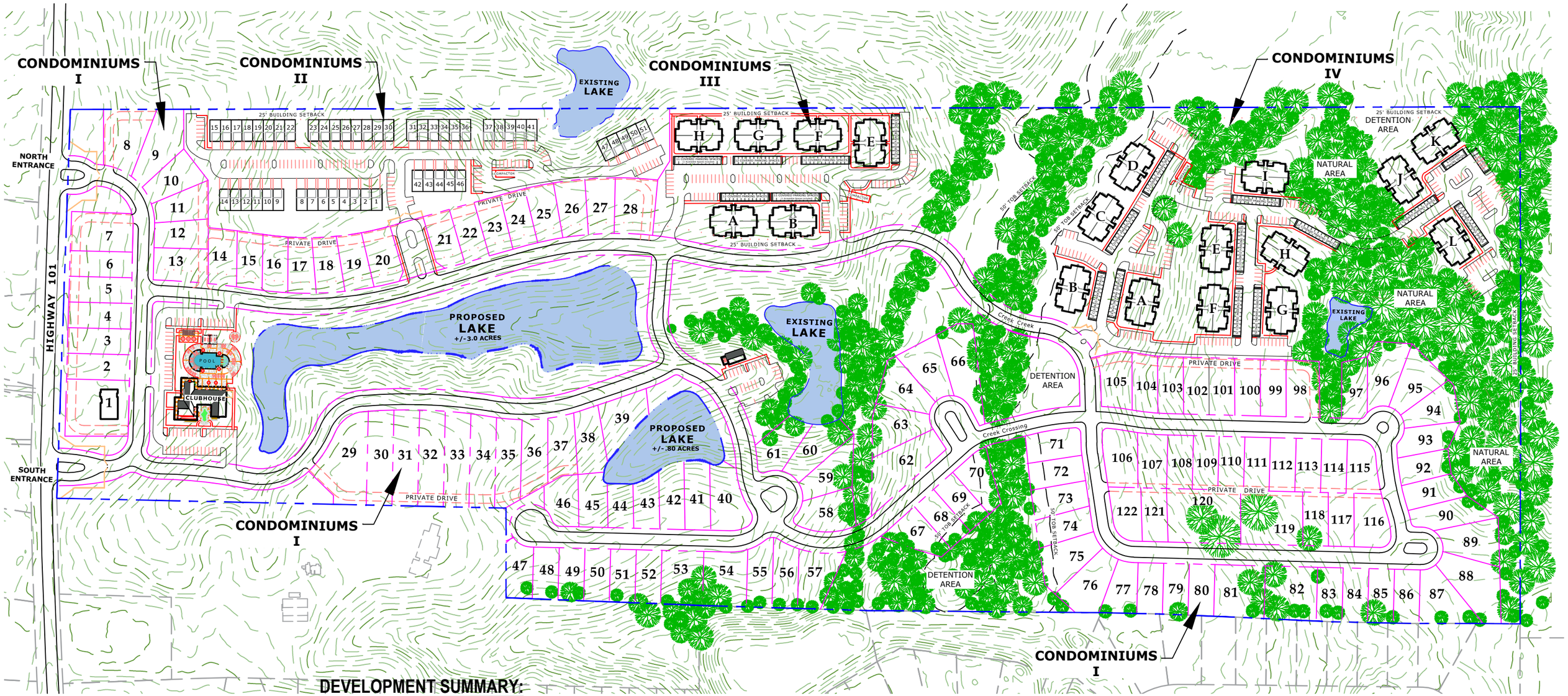
I have enclosed preliminary layout of the development for your reference. The mix matrix for the housing is on this drawing.

Please let me know when this request may be presented to the Board for consideration. If you have any questions, do not hesitate to call.

Sincerely,

Jeffery W. Williams, PE/PLS
President

P.O. Box 1197 • 720 N. Lamar Boulevard, Suite A • Oxford, Mississippi 38655 • 662.236.9675 office • 662.236.9677 fax



DEVELOPMENT SUMMARY:

85.89 TOTAL ACRES
389 TOTAL UNITS

CONDOMINIUMS I:

UNIT#	UNIT LAND AREA
1-28	60' x 130-145' (rear access drive included)
29-39	60' x 150'-220' (rear access drive included)
40-46	60' x 110-160'
47-57	60' x 120'
58-70	60' x 130'-150'
71-97	60' x 120'-130'
98-122	60' x 125-130' (rear access drive included)

CONDOMINIUMS II:
51 Units

CONDOMINIUM III:
72 Units

CONDOMINIUM IV:
144 Units

N

GRAPHIC SCALE (IN FEET)

0 25 50 100 200 400

A Planned Community Development By:

MID SOUTH COMPANIES
DEVELOPMENT * CONSTRUCTION * MANAGEMENT

Site Planning and Landscape Design By:

JLE Land Designs, LLC
124 Azalea Trails Drive
Brandon, Ms 39047
Phone: 601-260-1435
E-mail: jelmore@jledesigns.net

PRELIMINARY MASTER PLAN

Lamar Lakes

A Traditional Residential Neighborhood Condominium Development

Lafayette County/Oxford, Mississippi

We are pledged to the letter and spirit of the U.S. Policy for the achievement of equal housing opportunity throughout the Nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, religion, sex, sexual orientation, disability, familial status or national origin. Developer reserves the right to make or adjust specifications without notice. All renderings, floor plans, features and photography are artist's depictions only. Features, pricing and dimensions shown herein are subject to change without notice. All dimensions are approximate. Oral and e-mail representations cannot be relied upon as accurately stating the representations of the Developer.

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

CC: Hollis Green, COO

Date: September 2, 2025

Re: Request for Overnight Work & Street Closure, Jefferson Avenue, from 11th Street to 14th Street

Engineering requests permission, on behalf of the City of Oxford Street Department, for the approval of overnight work in order to close Jefferson Avenue, from 11th Street to 14th Street, on Tuesday, September 2nd, and Wednesday, September 3rd, beginning at 7:00 PM. Please note, this closure would last throughout the night and allow the Street Department to perform necessary maintenance at the crosswalks located on Jefferson Avenue and North Lamar Boulevard.

THE CITY OF
OXFORD

MINUTES

City of Oxford

Board of Aldermen

Recess Meeting

Wednesday, September 10, 2025 at 04:00 PM

City Hall Courtroom

1. Opening the Meeting

1.a. Call to Order.

The Recess Meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi, was called to order by Mayor Tannehill at 4:00pm on Wednesday, September 10, 2025 in the courtroom of Oxford City Hall when and where the following were present:

Robyn Tannehill, Mayor
Erin Smith, Alderman Ward I
Mark Huelse, Alderman Ward II-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
Mary Martha Crowe, Alderman-At-Large-via Microsoft Teams

Pope Mallette, City Attorney-absent
Paul Watkins, City Attorney
Ashley Atkinson, City Clerk-Finance Director
Hollis Green, Chief Operating Officer
Braxton Tullos, HR Director

1.b. Adopt the agenda for the meeting.

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

2. Regular Agenda: New Business

2.a. Request permission to approve a Resolution of the Mayor and Board of Aldermen of the City of Oxford setting the mil rates for FY 2025-2026. (Ashley Atkinson)

Agenda Attachments
1. Resolution Mill Rate 2025-2026_2025_taxroll.pdf

Minutes Attachments
1. Signed_MillRate_2025_2026_2025_tax_roll.pdf

It was moved by Alderman Howell-Atkinson, seconded by Alderman Huelse to approve a Resolution of the Mayor and Board of Aldermen of the City of Oxford setting the mil rates for FY 2025-2026, as presented. All the aldermen present voting aye, Mayor Tannehill declared

the motion carried.

2.b. Request permission to adopt the FY 2025-2026 budget for all city departments. (Ashley Atkinson)

Agenda Attachments
1. FY_2025_2026_Budget.pdf

It was moved by Alderman Huelse, seconded by Alderman Howell-Atkinson to adopt the FY 2025-2026 budget for all city departments, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

3. Closing the Meeting

3.a. Consider an executive session.

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

It was moved by Alderman Howell-Atkinson, seconded by Alderman Huelse to enter into an executive session for a personnel matter in the Financial Administration Department and a matter of potential litigation related to a stop-work order. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Huelse, seconded by Alderman Taylor to issue stop work orders on the Anderson Road Contract A-Anderson Wells 3 & 4 Project and the Anderson Road Contract B-Anderson Road Water Treatment Plant Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Huelse to offer the CFO position to Rhonda Burchett, with an annual salary of $175,000.00. 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.

3.b. 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, Mayor

Ashley Atkinson, City Clerk-Finance Director

CORPORATION OF OXFORD, MISSISSIPPI

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF OXFORD, MISSISSIPPI, WITH REFERENCE TO FIXING THE TAX RATE OR LEVY FOR THE MUNICIPALITY AND FOR ANY OTHER AREA SUBJECT TO TAXES OF THE MUNICIPALITY AND IN THE OXFORD MUNICIPAL SEPARATE SCHOOL DISTRICT, IN ACCORDANCE WITH SECTION 21-33-45 OF THE MISSISSIPPI CODE OF 1972 AS AMENDED AND OTHER SECTIONS OF SAID CODE.

Be it resolved by the Mayor and Board of Aldermen of the City of Oxford, Mississippi, that the tax rate or levy of the municipality of the City of Oxford, Mississippi, and of the Oxford Municipal Separate School District shall be for the following purposes and amounts:

CITY OF OXFORD – 2025-2026

	Proposed Mill Rate	Authority
General Fund	23.20	21-33-45
Parks & Recreation	2.00	21-37-43
2012 General Obligation	1.00	21-33-45
2025 General Obligation	.85	21-33-45
2023 General Obligation	1.45	21-33-45
2015 General Obligation	1.45	21-33-45
2017A General Obligation	1.10	21-33-45
2017B General Obligation	1.10	21-33-45
2018A General Obligation	.50	21-33-45
Subtotal for Municipality	32.65	
School Bond & Interest	16.86	37-59-1
School Maintenance	44.65	37-57-104-107
Subtotal for Oxford School		

61.51

TOTAL MILLS FOR CITY & SCHOOL 94.16

The above and foregoing Resolution having been first been reduced to writing and read by the City Clerk of the said Board, considered section by section and then as a whole, and on the motion of Alderman _____, seconded by Alderman _____, it was adopted section by section and then as a whole, and the vote of the Aldermen for the passage thereof, was as follows:

Alderman Smith
voted
Alderman Huesle
voted
Alderman Hyneman
voted
Alderman Howell-Atkinson
voted
Alderman Taylor
voted
Alderman Bailey
voted
Alderman Crowe
voted

Whereupon the Mayor declared the motion carried and the Resolution adopted, this the 10th day of September, 2025.

_____
ROBYN TANNEHILL, MAYOR

ATTEST:

_____
ASHLEY ATKINSON, CITY CLERK

City of Oxford Municipal Budget
Fiscal Year 2025-2026
as adopted September 10, 2025

REVENUES
General Fund

	2025-2026 Projected Revenues
TAXES	
AD VALOREM TAX	$ 15,015,414
PARK COMM TAX LEVY	$ 1,316,067
OVER 65 TAX REIMB	$ 212,300
IN LIEU OF TAXES	$ 429,000
PENALTIES & INTEREST	$ 180,000
UTILITY TAX	$ 21,000
Subtotal	**$ 17,173,781**
LICENSES AND PERMITS	
UTILITY PERMIT FEES	$ -
PLANNING DEPT. INCOME	$ 300,000
PRIVILEGE LICENSE	$ 100,000
FRANCHISE CHARGES	$ 957,000
BLDG & ZONING	$ 2,400,000
KEG PERMITS	$ 100
TAXI PERMITS	$ 100
SPECIAL EVENT PERMITS	$ 5,000
Subtotal	**$ 3,762,200**
INTERGOVERNMENTAL REVENUES	
MUNICIPAL AID	$ 38,000
POLICE TRAINING	$ 30,000
SALES TAX-RENTAL CAR SETTLEMENT	$ 40,000
SALES TAX - REVENUE	$ 14,917,000
ABC LICENSES	$ 220,000
FIRE PROTECTION	$ 164,205
REIMB. STATE OF MS-GRANTS	$ 25,000
FEMA REIMBURSEMENTS RECEIVED	$ 25,000
U OF MS-OFD CAPITAL CONT	$ 75,000
U OF MS REIMB.-FOOTBALL	$ 100,000
COUNTY AD VALOREM TAX	$ 1,678,617
UNIV OF MISS FIRE PROTECTION	$ 1,595,000
HOSPITAL ROW PAYMENT	$ 3,039
COUNTY FNC PARK PAYMENT	$ 150,000
E JACKSON AVE LEASE REVENUE	$ 43,000
SCHOOL RESOURCE OFFICER REIMB	$ 550,000
U OF MS RIFLE RANGE PAYMENT	$ 61,000
Subtotal	**$ 19,714,861**
GOVERNMENTAL SERVICES	
DAMAGES ON TAX REDEMPTIONS	$ 110,000
FIRE INSPECTION FEES	$ 1,000
PUBLIC RECORDS REQUEST FEES	$ 2,000
INCOME FROM POLICE DEPT FEES	$ 65,000
INCOME FROM ARC-ADOPTIONS	$ 40,000
INCOMD FROM ARC-MISC	$ 2,500
INCOME FROM SWIM POOL	$ 40,000
SCHOOL COLLECTIONS	$ 65,000
Subtotal	**$ 325,500**
FINES AND FORFEITS	
COURT FINES/FORFEITS	$ 800,000
PROBATION FEES	$ 30,000
Subtotal	**$ 830,000**
MISCELLANEOUS	

MISCELLANEOUS	$	100,000
INTEREST EARNED	$	900,000
mTRADE PARK SPONSORSHIP	$	150,000
mTRADE PARK CONCESSIONS	$	1,000,000
mTRADE PARK GATE REVENUE	$	50,000
mTRADE PARK RENTAL REVENUE	$	50,000
mTRADE PARK DUGOUT INCOME	$	10,000
Subtotal	**$**	**2,260,000**
INTERFUND TRANSFERS		
TRANSFER-CEMETERY T/A	$	20,000
TRANSFER WAT/SEW-GEN	$	1,000,000
TRANSFER-REIMB ELEC	$	34,124
TRANSFERS-2%-OPD Downtown Unit	$	1,000,000
TAX EQUIVALENT-E/D	$	1,165,000
TRANSFER-$30M TRUST PROCEEDS	$	218,000
TRANSFER-PARKING DIV. REIM.	$	235,048
TRANSFERS- T & A FUNDS	$	3,060,000
TRANSFER FROM OPC ACTIVITY FUND	$	300,000
Subtotal	**$**	**7,032,172**
GRAND TOTAL FOR REVENUES	**$**	**51,098,514**
Beginning Cash Used	**$**	**7,450,368**
Total	**$**	**58,548,882**

2025-2026 Budget
General Fund

2025-2026 Budgeted Figures
as of October 1, 2025

Departments	Personnel Services	Supplies	Other Svcs.	Capital Outlay	Debt Service	Total
Legislative	$ 212,199	$ 1,500	$ 19,500	$ -	$ -	**$ 233,199**
Judicial	$ 831,091	$ 71,000	$ 211,000	$ -	$ -	**$ 1,113,091**
Executive	$ 297,570	$ 10,500	$ 14,200	$ 19,500	$ -	**$ 341,770**
Media & Content	$ 103,960	$ 14,500	$ 10,000	$ 54,800	$ -	**$ 183,260**
Elections	$ -	$ -	$ 10,000	$ -	$ -	**$ 10,000**
Financial Administration	$ 961,772	$ 152,000	$ 212,950	$ 10,000	$ -	**$ 1,336,722**
Human Resources	$ 447,134	$ 70,100	$ 161,000	$ 15,000	$ -	**$ 693,234**
Law	$ -	$ -	$ 420,000	$ -	$ -	**$ 420,000**
Buildings & Grounds	$ 1,738,367	$ 702,759	$ 18,680	$ 249,555	$ -	**$ 2,709,361**
General Government	$ 1,502,723	$ 212,268	$ 1,961,691	$ 1,199,144	$ 148,589	**$ 5,024,415**
Community Promotions	$ -	$ 75,000	$ 625,151	$ -	$ -	**$ 700,151**
Facilities Maintenance	$ 116,995	$ -	$ -	$ -	$ -	**$ 116,995**
Landscaping	$ 262,031	$ -	$ -	$ -	$ -	**$ 262,031**
Police Dept.	$ 11,372,721	$ 887,009	$ 1,212,487	$ 1,246,278	$ -	**$ 14,718,495**
Fire Dept.	$ 7,425,551	$ 364,489	$ 177,190	$ 1,170,621	$ 174,245	**$ 9,312,096**
Emergency Mgmt.	$ 156,293	$ 32,500	$ 68,500	$ 130,000	$ -	**$ 387,293**
Environmental Svcs-ROW	$ 461,528	$ 29,500	$ 285,000	$ 35,000	$ -	**$ 811,028**
Cemetery Maint.	$ 27,989	$ 18,000	$ 13,500	$ -	$ -	**$ 59,489**
Parks & Recreation	$ 1,398,206	$ 134,100	$ 346,000	$ 1,293,000	$ -	**$ 3,171,306**
Swimming Pool	$ 64,590	$ 79,500	$ 34,100	$ 25,000	$ -	**$ 203,190**
Stronger Together Oxford	$ 171,220	$ 27,200	$ 56,500	$ 7,500	$ -	**$ 262,420**
mTrade Park	$ 1,129,649	$ 816,000	$ 414,000	$ 218,000	$ -	**$ 2,577,649**
City Garage	$ 730,945	$ 812,000	$ 45,500	$ 55,000	$ -	**$ 1,643,445**
Animal Resource Center	$ 661,462	$ 172,500	$ 173,700	$ 74,728	$ -	**$ 1,082,390**
TOTALS	**$ 30,073,996**	**$ 4,682,425**	**$ 6,490,649**	**$ 5,803,126**	**$ 322,834**	**$ 47,373,030**

2025-2026 Budget
DEVELOPMENT SVCS

2025-2026 Budgeted Figures as of October 1, 2025

Departments	Personnel Services	Supplies	Other Svcs.	Capital Outlay	Transfers Out	Total
Administration	$ 142,020	$ 51,750	$ 52,000	$ 3,000	$ -	$ 248,770
Engineering	$ 874,211	$ 34,150	$ 45,900	$ 82,437	$ -	$ 1,036,698
Planning Department	$ 493,383	$ 123,500	$ 231,500	$ 46,100	$ -	$ 894,483
Building Department	$ 486,445	$ 29,000	$ 75,500	$ 82,000	$ -	$ 672,945
Street Department	$ 981,056	$ 2,076,400	$ 1,255,500	$ 410,000	$ 3,600,000	$ 8,322,956
Totals	**$ 2,977,115**	**$ 2,314,800**	**$ 1,660,400**	**$ 623,537**	**$ 3,600,000**	**$ 11,175,852**

ENVIRONMENTAL SVCS

	2025-2026 Projected Revenues	2024-2025 YTD @ 9/18/2025 Totals
Penalties & Interest	$ 35,000	$ -
Reimb.-Transfer Station	$ 140,000	$ -
Sanitation Charges	$ 6,095,000	$ -
Waste Disposal	$ 250,000	$ -
Miscellaneous	$ 250,000	$ -
Income from Recycling	$ 140,000	$ -
Transfers In	$ -	$ -
Grandtotal for Revenues	**$ 6,910,000**	**$ -**
Beginning Cash Used	$ 1,252,318	
Total	**$ 8,162,318**	

2025-2026 Budget
ENVIRONMENTAL SVCS
(Sanitation & Garbage Pickup)

2025-2026 Budgeted Figures as of October 1, 2025

Departments	Personnel Services	Supplies	Other Svcs.	Capital Outlay	Debt Service	Total
Sanitation-Admin.	$ 436,806	$ 51,000	$ 115,500	$ 1,532,000	$ 971,455	$ 3,106,761
Street Cleaning	$ 260,078	$ 25,500	$ -	$ -	$ -	$ 285,578
Waste Collection	$ 797,546	$ 302,500	$ 175,000	$ 80,000	$ -	$ 1,355,046
Transfer Station	$ 229,257	$ 73,500	$ 1,300,000	$ -	$ -	$ 1,602,757
Rubbish Collection	$ 728,866	$ 87,500	$ 450,000	$ -	$ -	$ 1,266,366
Recycling	$ 456,810	$ 71,000	$ 18,000	$ -	$ -	$ 545,810
Totals	**$ 2,909,363**	**$ 611,000**	**$ 2,058,500**	**$ 1,612,000**	**$ 971,455**	**$ 8,162,318**

Water & Sewer Revenue

UTILITY SERVICES	2025-2026 Projected Revenues	2024-2025 YTD @ 9/__/2025 Totals
Water Sales	$ 6,500,000	$ -
Service Connections	$ 1,250,000	$ -
Sewer Charges	$ 6,400,000	$ -
Interest Income	$ 530,000	$ -
Miscellaneous	$ 500,000	$ -
Penalties & Service Charges	$ 70,000	$ -
Grandtotal for Revenues	**$ 15,250,000**	**$ -**
Beginning Cash	**$ 13,774,160**	
Total	**$ 29,024,160**	

2025-2026 Budget
Water & Sewer

Departments	Personnel Services	Supplies	Other Svcs.	2025-2026 Budgeted Figures as of October 1, 2025 Capital Outlay	Debt Service	Transfers & Other Charges	Total
Admin. & General	$ 410,700	$ 65,000	$ 117,500	$ 41,100	$ 3,070,000	$ 1,000,000	$ 4,704,300
Finance & Customer	$ -	$ -	$ 775,000	$ -	$ -	$ -	$ 775,000
Transmission & Distribution	$ 666,500	$ 642,500	$ 101,750	$ 4,317,000	$ -	$ -	$ 5,727,750
Treatment & Purification	$ 1,055,000	$ 673,000	$ 815,500	$ 588,000	$ -	$ -	$ 3,131,500
Source of Supply	$ 218,290	$ 392,500	$ 452,000	$ 11,289,120	$ -	$ -	$ 12,351,910
Sanitary Sewer Lines	$ 374,000	$ 104,500	$ 50,200	$ 1,660,000	$ -	$ -	$ 2,188,700
Punkin Water Bond Series	$ -	$ -	$ -	$ 145,000	$ -	$ -	$ 145,000
Totals	**$ 2,724,490**	**$ 1,877,500**	**$ 2,311,950**	**$ 18,040,220**	**$ 3,070,000**	**$ 1,000,000**	**$ 29,024,160**

2025-2026 Budget
Other Funds

2025-2026 Budgeted Figures
as of October 1, 2025

	Fund Name	Revenue	Personnel Services	Supplies	Other Svcs.	Capital Outlay	Debt Service	Transfers Out	Expenses Total
003	$9M Bonds-Series 2023 proceeds	$ -	$ -	$ -	$ -	$ 1,937,005	$ -	$ -	$ 1,937,005
007	2025 $5M Series Bonds-Proceeds	$ -	$ -	$ -	$ -	$ 5,052,677	$ -	$ -	$ 5,052,677
015	BMH-NMS/Comm. Health Funds	$ 17,735	$ -	$ -	$ 20,000	$ -			$ 20,000
100	MDJ Unit Fund	$ 645,000	$ 537,139	$ 77,500	$ 110,700	$ 97,000	$ -	$ -	$ 822,339
105	Fed. Seized Funds-US Marshalls	$ 10,000	$ -	$ -	$ 10,000	$ 20,000	$ -	$ -	$ 30,000
110	Metro Narcotics-Seized Funds	$ 50,000	$ -	$ -	$ -	$ 50,000	$ -	$ -	$ 50,000
210	2023 GO Bonds-$9M	$ 963,910	$ -	$ -	$ -	$ -	$ 663,375	$ -	$ 663,375
215	2025 GO Bonds-$5M	$ 562,377	$ -	$ -	$ -	$ -	$ 373,128	$ -	$ 373,128
240	2012 GO Bonds	$ 744,139	$ -	$ -	$ -	$ -	$ 446,068	$ -	$ 446,068
245	Oxf. Commons Spec. Assesm.-2014	$ 133,310	$ -	$ -	$ -	$ -	$ 133,310	$ -	$ 133,310
250	2015 GO Refi. 04 & 07	$ 967,406	$ -	$ -	$ -	$ -	$ 660,791	$ -	$ 660,791
255	2017A $7.5M GO Bond	$ 734,531	$ -	$ -	$ -	$ -	$ 502,300	$ -	$ 502,300
260	2017B $7.5M GO Bond	$ 733,381	$ -	$ -	$ -	$ -	$ 501,150	$ -	$ 501,150
265	2018A $2.7M GO Bond	$ 331,425	$ -	$ -	$ -	$ -	$ 183,158	$ -	$ 183,158
270	2018B $9.95M GO Bond	$ 124,675	$ -	$ -	$ -	$ -	$ 124,675	$ -	$ 124,675
275	2018C $1.050M GO Bond	$ 128,800	$ -	$ -	$ -	$ -	$ 128,800	$ -	$ 128,800
280	2019 $4M TIF Bonds	$ 401,598	$ -	$ -	$ -	$ -	$ 401,598	$ -	$ 401,598
285	2022 GO Refunding Bonds $7.7M	$ 646,633	$ -	$ -	$ -	$ -	$ 646,633	$ -	$ 646,633
300	OPC-Activity Fund	$ 575,000	$ -	$ -	$ 575,000	$ -	$ -	$ -	$ 575,000
602	Cemetery Trust Funds	$ 50,000	$ -	$ -	$ -	$ 35,000	$ -	$ 20,000	$ 55,000
610	DARE Funds	$ 25,000	$ -	$ -	$ 18,500	$ -	$ -	$ -	$ 18,500
611	Tourism Tax	$ 930,406	$ -	$ -	$ 930,406	$ -	$ -	$ -	$ 930,406
618	Homeland Security Grant Funds	$ 102,000	$ -	$ -	$ -	$ 102,000	$ -	$ -	$ 102,000
619	Trust & Agency-Misc.	$ 700,000	$ -	$ -	$ -	$ -	$ -	$ 2,000,000	$ 2,000,000
620	Forestry Grant Funds	$ -	$ -	$ -	$ 57,000	$ -	$ -	$ -	$ 57,000
622	Woodlawn Park Proj.	$ -	$ -	$ -	$ -	$ 35,000	$ -	$ -	$ 35,000
623	Crime Prevention Funds	$ 50,000	$ -	$ -	$ 101,000	$ 25,000	$ -	$ -	$ 126,000
625	Admin. Fee- Court Dept.	$ 100,000	$ -	$ -	$ -	$ 250,000	$ -	$ -	$ 250,000
631	Mounted Patrol	$ 2,000	$ -	$ 2,000	$ -	$ -	$ -	$ -	$ 2,000
632	OPD DUI Grant-405D funds	$ 560,098	$ 263,129	$ 65,000	$ 222,969	$ 9,000	$ -	$ -	$ 560,098
633	OPD Alcohol Grant 154 Funds	$ 163,442	$ 153,213	$ 355	$ 7,524	$ 2,350	$ -	$ -	$ 163,442
634	Fire Prevention/Smoke Detector Fund	$ 5,000	$ -	$ -	$ 6,700	$ -	$ -	$ -	$ 6,700
635	OPD Traffic Services Grant 402 Funds	$ 21,961	$ 21,961	$ -	$ -	$ -	$ -	$ -	$ 21,961
638	Development Svcs-Bonds Held	$ 150,000	$ -	$ -	$ 100,000	$ -	$ -	$ -	$ 100,000
639	Infrastructure/Maintenance-MIMA	$ 3,000,000	$ -	$ 8,000,000	$ -	$ -	$ -	$ -	$ 8,000,000
645	Univ. Ave.-Pegues Road Connector	$ 6,000,000	$ -	$ -	$ -	$ 6,000,000	$ -	$ -	$ 6,000,000
646	Oxford Square Park Project	$ -	$ -	$ -	$ -	$ 42,320	$ -	$ -	$ 42,320
647	Street Dept Capital Project Fund	$ 3,960,000	$ -	$ -	$ -	$ 7,400,000	$ -	$ -	$ 7,400,000
648	Capital Project-SB3049	$ -	$ -	$ -	$ -	$ 246,860	$ -	$ -	$ 246,860
653	O.U.T-Oxford Transit Grant Funds	$ 6,565,218	$ 3,629,058	$ 1,167,000	$ 623,160	$ 1,146,000	$ -	$ -	$ 6,565,218
661	ARC Capital Fund	$ 15,000	$ -	$ -	$ -	$ -	$ -	$ 35,000	$ 35,000
662	OPC Pool Renovation Fund	$ -	$ -	$ -	$ -	$ 141,969	$ -	$ -	$ 141,969
667	CLG Grant/Archives & History	$ 20,000	$ -	$ 20,000	$ -	$ -	$ -	$ -	$ 20,000
670	Unemployment Comp	$ -	$ 10,000	$ -	$ -	$ -	$ -	$ -	$ 10,000
675	North Lamar Park Project	$ -	$ -	$ -	$ -	$ 13,041	$ -	$ -	$ 13,041
678	Hwy 7 Utility Reloc. Projects	$ 1,000,000	$ -	$ -	$ -	$ 3,000,000	$ -	$ 1,227,849	$ 4,227,849
679	RSVP 5310 Grant-County Transit	$ 125,000	$ -	$ -	$ -	$ -	$ -	$ 125,000	$ 125,000
684	OPD Grant Funds	$ 102,000	$ -	$ -	$ -	$ 102,000	$ -	$ -	$ 102,000
689	$30M Trust Proceeds Recvd.	$ 1,005,792	$ -	$ -	$ -	$ -	$ -	$ 1,268,000	$ 1,268,000
694	Tree Escrow Fund	$ 100,000	$ -	$ -	$ 200,000	$ -	$ -	$ 100,000	$ 300,000
696	Historic Homes Fund	$ 152,000	$ 24,130	$ 62,450	$ 50,500	$ 20,000	$ -	$ -	$ 157,080
725	Holly Jolly Holidays	$ 386,700	$ 33,045	$ 55,000	$ 285,000	$ 544,712	$ -	$ -	$ 917,757
726	Conference Center	$ 1,260,944	$ 580,171	$ 574,100	$ 599,600	$ 623,000	$ -	$ 1,000,000	$ 3,376,871
727	2% Food & Beverage Funds	$ 5,452,184	$ -	$ -	$ 4,764,306	$ 3,176,500	$ -	$ 315,000	$ 8,255,806
729	Parking Division Revenue	$ 1,340,445	$ -	$ 78,000	$ 137,500	$ 800,000	$ -	$ 1,135,106	$ 2,150,606
	TOTALS	**$ 41,115,110.00**	**$ 5,251,846.00**	**$ 10,101,405.00**	**$ 8,819,865.00**	**$ 23,881,752.00**	**$ 4,764,986.00**	**$ 7,225,955.00**	**$ 60,045,809.00**

THE CITY OF
OXFORD

MINUTES

City of Oxford

Board of Aldermen

Regular Meeting

Tuesday, September 16, 2025 at 05:00 PM

City Hall Courtroom

1. Opening the Meeting

1.a. Call to Order.

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

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

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

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

1.b. Adopt the agenda for the meeting.

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

1.c. Mayor's Report

2. Regular Agenda: City Clerk's Office

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

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

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

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

3. Consider the consent agenda:

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

3.a. Fixed Asset Management:

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

Agenda Attachments
1. Bldg Dept- surplus of 4 iphones.pdf
2. OPD_surplus.pdf
3. B&G Surplus Items- BOA 9.16.25.pdf
4. mTrade- surplus combined.pdf

3.b. Grants:

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

Agenda Attachments
1. OPD- Training Grant Agreement.pdf

3.c. Human Resources:

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

3.d. Miscellaneous:

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

Adjustment Policy. (Rob Neely)

Agenda Attachments
1. OU- Water Sewer Adjustments.pdf

3.e. Travel Requests:

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

4. Regular Agenda: Other Departments

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

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

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

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

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

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

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

Agenda Attachments
1. OU- Construction Policy.pdf

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

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

Agenda Attachments
1. RLI Quote.pdf

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

5. Regular Agenda: Police Department

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

Agenda Attachments
1. UM_Parade_Assembly_Permit.pdf

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

6. Regular Agenda: Development Services-Planning Department

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

Agenda Attachments
1. 3260 MBoA.pdf

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

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

Agenda Attachments
1. 3261 MBoA.pdf

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

7. Regular Agenda: Special Projects

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

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

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

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

Agenda Attachments
1. GenGovt- Advertise for police vehicle upfits.pdf

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

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

Agenda Attachments
1. GenGovt- Beard + Riser contract for mTrade IPF.pdf

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

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

Agenda Attachments
1. Temporary_Skating_Rink-Bid_Documents-FINAL_CONTRACT-09.15.2025.pdf

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

8. Regular Agenda: Development Services-Engineering Department

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

Agenda Attachments
1. Eng- FY2526 Annual Bid.pdf

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

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

Agenda Attachments
1. Eng- Fillmore, South 11th, Lincoln Drainage.pdf

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

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

Agenda Attachments
1. Eng- Advertise for Sewer Ext at Hwy 314 and Gus Booker Road.pdf

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

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

Agenda Attachments
1. Eng- Contract for Pegues Road Extension.pdf

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

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

Agenda Attachments
1. Eng- Change Order 1- College Hill Lift Stations Project .pdf

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

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

Agenda Attachments
1. Eng- Change Order 4 - North Lamar Sewer Improvements Project .pdf

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

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

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

Agenda Attachments
1. Eng- Change Order 8- SR 7 Utility Relocations Project Phase 2B .pdf

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

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

Agenda Attachments
1. Eng- Change Order 9 and Final - SR 7 Utility Relocations Project Phase 2B .pdf

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

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

Agenda Attachments
1. Eng- Night Work for the South Lamar Ped Improv Project.pdf

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

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

Agenda Attachments
1. Eng- Close Varner Loop .pdf

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

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

Agenda Attachments
1. Memo - Permission to Execute Contracts - Haley Well No. 2.pdf

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

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

Agenda Attachments
1. Memo-Permission to obtain 2 appraisals for Howell loop lift station upgrades.pdf
2. Howell Loop LS-Easement Survey_Revised 09-02-25.pdf

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

9. Regular Agenda: Closing the Meeting

9.a. Consider an executive session.

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

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

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

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

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

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

Robyn Tannehill

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk-Finance Director

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: 9/4/2025

Department that owns Fixed Asset: Dev Svcs- Building Department

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

Physical Location of Asset: _____

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

See below \ _____ \ _____

Make Model Year

See below \ _____

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:

The Building Dept. upgraded four City cell phones- this is to surplus the old iPhones:

1. Apple iPhone 12, 64GB, Serial H4YK2DA50DXP, Wasp # 22618 (Garett/ Bojack)
2. Apple iPhone 12, 64GB, Serial HT2K8NQR0DXP, Wasp # 22868 (Johnathan Mizell)
3. Apple iPhone 12, 64GB, Serial HT2K8TNE0DXP, Wasp # 22867 (Scott Allen)
4. Apple iPhone 12, 64GB, Serial HT2K8T7W0DXP, Wasp # 22866 (Michael Brown)

Name of Person Submitting Surplus Request: Johnathan Mizell

Date Approved by BOA: 9/16/2025

107 Courthouse Square
Oxford, MS 38655

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Date of Request: 9/16/25

Department that owns Fixed Asset: Oxford Police Department

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

Physical Location of Asset: Oxford Police Deparment

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

ZEBRA \ TC720L \ _____

Make Model Year

21012522526183 \ _____

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: Kayla Martin

Date Approved by BOA: _____

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Date of Request: 09/04/2025

Department that owns Fixed Asset: Buildings & Grounds

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

Physical Location of Asset: B&G Building

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

_____ \ _____ \ _____

Make Model Year

_____ \ _____

VIN / Serial Number Color

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

Description of Tool (including brand): 18 wheeler Box Trailer (2) (No Wheels or Axles)

_____ \ white/silver

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

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

18 wheeler Box Trailer, 40', Name unknown

Name of Person Submitting Surplus Request: Greg Pinion

Date Approved by BOA: _____

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Date of Request: 09/04/2025

Department that owns Fixed Asset: Buildings & Grounds

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

Physical Location of Asset: B+G Building

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

Make	Model	Year

VIN / Serial Number	Color

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

Description of Tool (including brand): 18 wheeler Box Trailer (3)

Serial Number (if none, write N/A)	Color
(No wheels or Axles)	White/Silver

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

18 wheeler Box Trailer, 50', Name unknown

Name of Person Submitting Surplus Request: Greg Pinion

Date Approved by BOA: _____

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Date of Request: 09/04/2025

Department that owns Fixed Asset: Buildings + Grounds

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

Physical Location of Asset: B+G Building

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

Make \ Model \ Year

VIN / Serial Number \ Color

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

Description of Tool (including brand): 18 wheeler Box Trailer (1) (No wheels or Axles)

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

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

18 wheeler Box Trailer, Great Dane, 40' long, with a side Door + 2 Rear Doors

Name of Person Submitting Surplus Request: Greg Pinion

Date Approved by BOA:

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Date of Request: 9/8/25

Department that owns Fixed Asset: mTrade Park

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

Physical Location of Asset: Storage room

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

Gold Medal \ Chips Warmer \ 2010

Make Model Year

SJ12-04971 \ n/a

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:

Chip warmer no longer works

Name of Person Submitting Surplus Request: Clay Brownlee

Date Approved by BOA: _____

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Date of Request: 9/8/25

Department that owns Fixed Asset: mTrade Park

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

Physical Location of Asset: Storage room

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

Carnival King \ Popcorn Popper \ 2018

Make Model Year

23021820405 \ n/a

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:

Popcorn popper kettle motor burnt out

Name of Person Submitting Surplus Request: Clay Brownlee

Date Approved by BOA: _____

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Date of Request: 9/8/25

Department that owns Fixed Asset: mTrade Park

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

Physical Location of Asset: Storage room

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

Carnival King \ Pretzel Warmer \ 2022

Make Model Year

1223 \ n/a

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:

There are three pretzel warmers with Serial 1223 this sheet is to represent all 3

These warmers no longer work

Name of Person Submitting Surplus Request: Clay Brownlee

Date Approved by BOA: _____

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Date of Request: 9/8/25

Department that owns Fixed Asset: mTrade Park

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

Physical Location of Asset: Storage room

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

Carnival King \ Pretzel Warmer \ 2022

Make Model Year

1024 \ n/a

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:

There are three pretzel warmers with Serial 1024 this sheet is to represent all 3

These warmers no longer work - motor burnt out

Name of Person Submitting Surplus Request: Clay Brownlee

Date Approved by BOA: _____

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Date of Request: 9/8/25

Department that owns Fixed Asset: mTrade Park

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

Physical Location of Asset: Storage room

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

Brio \ Countertop Water Dispens \ 2023

Make Model Year

2412030306 \ n/a

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: Clay Brownlee

Date Approved by BOA: _____

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Date of Request: 9/8/25

Department that owns Fixed Asset: mTrade Park

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

Physical Location of Asset: Storage room

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

Brio \ Countertop Water Dispens \ 2023

Make Model Year

2305040582 \ n/a

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: Clay Brownlee

Date Approved by BOA: _____

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Date of Request: 9/8/25

Department that owns Fixed Asset: mTrade Park

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

Physical Location of Asset: Storage room

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

Brio \ Countertop Water Dispens \ 2023

Make Model Year

2305040382 \ n/a

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: Clay Brownlee

Date Approved by BOA: _____

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Oxford, MS 38655

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(f) 662-232-2337

FY26 MOHS PI&E GRANT AGREEMENT

Mississippi Office of Highway Safety
P.O. Box 1633
Canton, MS 39046
Phone: (601) 391-4900

1. Sub-grantee's Name & Mailing Address: **City of Oxford** **Oxford Police Department** **9 Industrial Park Drive** **Oxford, MS 38655** Telephone Number: (662) 232-2400 E-Mail: MississippiTIDE@oxfordpolice.net	2. Effective Date of Grant: **October 1, 2025** 3. Subgrant Number: **M5TR-2026-MD-22-51 Conditional** 4. Grant Identifier (Funding Source & Year): **405D Alcohol and Drug Impaired Driving FY26** 5. Beginning and Ending Dates: **October 1, 2025 – September 30, 2026** 6. Subgrant Payment Method: _X_ Cost Reimbursement Method

7. ALN # - 20.616	8. UEI # - C6FVY2CCKGH6	9. Congressional District: 1

10. A:FAIN #:	11.A: Initial Federal Award Date:	11.C: Additional Federal Award Date:
69A3752230SUP405DMSM	12/15/2021	
69A3752330SUP405DMSM	11/30/2022	
69A3752430SUP405DMSM	11/27/2023	
69A3752530SUP405DMSM	11/25/2024	
10.B. Federal Awarding Agency: NHTSA	11.B: Secondary Federal Award Date:	12. Research and Development Grant: ____Yes X No Continuation Grant: X Yes ____ No

13. The following funds are obligated:

A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%	
(1) Personal Services-Salary	$207,148.24	(1) Federal	$560,097.94			
(2) Personal Services-Fringe	$53,962.11	(2) State				
(3) Contractual Services	$59,171.52	(3) Local				
(4) Travel	$185,584.80	(4) Other				
(5) Equipment	$2,569.72	Total:	$560,097.94			
(6) Commodities	$12,495.00	**E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:**				
(7) Indirect Costs	$39,166.55	Number of Grants: 3	405D	405D	402PT	TOTAL
TOTAL	**$560,097.94**	TOTAL:	$560,097.94	$163,441.82	$21,960.50	$745,500.26

The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances; Designation of Secondary Official (If Applicable); Fiscal Control and Fund Accounting Procedures.

All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.

14. Approved for Grantee:	15. Approved for Sub-Grantee:
_____ Signature Date **Helen Porter, Office Director, MS Office of Highway Safety** _____ Signature Date **Joshua Bromen, Executive Director / Governor's Representative**	_____ Signature Date **Name: Robyn Tannehill** **Title: Mayor, City of Oxford**

FY26 Sub-Grantee Project Description (Public Information and Education)

The Oxford Police Department Law Enforcement Training Coordination is a statewide program to provide Alcohol and Drug Impaired Driving training to all law enforcement officers. The program will expand training of the state and local law enforcement officers in Mississippi. The program proposes to provide technical assistance and training to law enforcement agencies throughout the state, which will assist in the increase in DUI Alcohol and Drug arrests.

The Oxford Police Department Law Enforcement Training Coordination use the funding for salaries (part-time and full-time), fringe, contractual services, travel, equipment, commodities, and indirect costs that has been reviewed and approved by the MOHS. All information on the budget can be found on the Cost Summary Support Sheet.

FY26 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: City of Oxford/Oxford Police Department – Law Enforcement Training Coordination

List the target(s) that the sub-grantee will accomplish during the FY26 grant year. Performance measures should be set to help the sub-grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The agency of **Oxford Police Department's Training for Impaired Driving Enforcement Program** will attribute to the reduction in the number of statewide alcohol related fatalities from **168** in 2022 to **165** by the end of 2026.

The agency of **Oxford Police Department's Training for Impaired Driving Enforcement Program** will attribute to the reduction in the number of statewide drug impaired related fatalities from **61** in 2022 to **59** by the end of 2026.

Performance Measures:

Increase the number of law enforcement officers trained in SFST from **210** in FY24 to **250** in FY26.

Increase the number of law enforcement officers trained in ARIDE from **66** in FY24 to **86** in FY26.

Train **10** law enforcement officers in DRE in FY26.

Increase the number of law enforcement officers trained as SFST Instructors from **11** in FY24 to **13** in FY26.

Strategies:

Conduct a minimum of **12** SFST training statewide (Northern, Central, and Southern Regions) on Basic DUI to law enforcement officers.

Conduct **1** SFST Instructor School.

Conduct SFST recertifications.

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

Conduct at least **4** ARIDE training statewide (Northern, Central, and Southern Regions) to law enforcement officers.

Conduct/facilitate/oversee/participate in at least **1** DRE school to train officers from Mississippi and facilitate/oversee their

instructor supervised field certifications in state or out of state and conduct their Final Knowledge Exam session following field certifications.

Conduct at least **1** DRE Continuing Education class to meet required CEUs by IACP for DREs.

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

Meet with agencies to set up training as needed.

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

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

Work in conjuctions with a Traffic Safety Resource Prosecutor in conducting case law overviews, impaired driving enforcement related training at Mississippi Prosecutor's Conferences, Mississippi Judges' Conferences, and other Law Enforcement Conferences/Trainings/Forums, ie basic DUI/SFST presentations/updates/trainings and case law reviews to law enforcement oriented professional development and continuing education conferences, trainings, and forums.

FY26 MOHS TASKS BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department – Law Enforcement Training Coordination

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
1st QUARTER (OCTOBER, NOVEMBER & DECEMBER) Train officers during quarter in SFST to reach a goal of **250** for FY2026. Train officers during quarter in ARIDE to reach a goal of **86** for FY2026. Train officers during quarter in DRE to reach a goal of **10** for FY2026. Train officers as SFST Instructors during quarter to to reach a goal of **13** for FY2026. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)
Projected Expenditures for 1st Quarter: $140,024.48

FY26 MOHS TASK BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department – Law Enforcement Training Coordination

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
2nd QUARTER (JANUARY, FEBRUARY & MARCH) Train officers during quarter in SFST to reach a goal of **250** for FY2026. Train officers during quarter in ARIDE to reach a goal of **86** for FY2026. Train officers during quarter in DRE to reach a goal of **10** for FY2026. Train officers as SFST Instructors during quarter to to reach a goal of **13** for FY2026. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)
Projected Expenditures for 2nd Quarter: $140,024.48

FY26 MOHS TASK BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department – Law Enforcement Training Coordination

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
3RD QUARTER (APRIL, MAY & JUNE) Train officers during quarter in SFST to reach a goal of **250** for FY2026. Train officers during quarter in ARIDE to reach a goal of **86** for FY2026. Train officers during quarter in DRE to reach a goal of **10** for FY2026. Train officers as SFST Instructors during quarter to to reach a goal of **13** for FY2026. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)
Projected Expenditures for 3rd Quarter: $140,024.49

FY26 MOHS TASK BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department – Law Enforcement Training Coordination

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
4TH QUARTER (JULY, AUGUST & SEPTEMBER) Train officers during quarter in SFST to reach a goal of **250** for FY2026. Train officers during quarter in ARIDE to reach a goal of **86** for FY2026. Train officers during quarter in DRE to reach a goal of **10** for FY2026. Train officers as SFST Instructors during quarter to to reach a goal of **13** for FY2026. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)
Projected Expenditures for 4th Quarter: $140,024.49

FY26 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Oxford/Oxford Police Department - Law Enforcement Training Coordination			
2. Subgrant Number: M5TR-2026-MD-22-51	3. Grant ID: 405D Alcohol and Drug Impaired Driving	4. Beginning: October 1, 2025	5. Ending: September 30, 2026
6. Activity: Alcohol & Drug Law Enforcement Training Coordination			

7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Full-Time Trainer Director @ approx. $34.79 x @ approx. 2080 hours = **$72,363.20** Full-Time Statewide Training Coordinator @ approx. $31.75 x @ approx. 2080 hours = **$66,040.00** Part-Time Training Coordinator @ approx. 34.79 x @ approx 988 hours = **$34,372.52** Part-Time Grant Administrator @ approx. $34.79 x @ approx. 988 hours = **$34,372.52** **Total Salaries = $207,148.24**	$207,148.24		$207,148.24
Personal Services-Fringe FICA: 7.65% Retirement: @ approx. 18.40%	**Full-Time Training Director** FICA @ $72,363.20 x 7.65% = **$5,535.78** Retirement @ $72,363.20 x @ approx. 18.40% = **$13,314.83** **Full-Time Statewide Training Coordinator** FICA @ $66,040.00 x 7.65% = **$5,052.06** Retirement @ $66,040.00 x @ approx. 18.40% = **$12,151.36** **Part-Time Training Coordinator** FICA @ $34,372.52 x 7.65% = **$2,629.50** Retirement @ $34,372.52 x @ approx. 18.40% = **$6,324.54**	$53,962.11		$53,962.11

	Part-Time Grant Administrator FICA @ $34,372.52 x 7.65% = **$2,629.50** Retirement @ $34,372.52 x @ approx. 18.40% = **$6,324.54** **Total Fringes = $53,962.11**			
Contractual Services	**Wireless Internet** @ approx. $160.04 x 12 months **= $1,920.48** **Shipping and Handling Fees** @ approx. $100.00 x 12 months = **$1,200.00** **Postage** @ approx. $12.17 x 12 months **= $146.04** **Training Space/Meeting Rooms** SFST Classes: @ approx. $200/day x @ approx. 3 days x @ approx. 4 classes = **$2,400.00** SFST Instructor School: @ approx. $500/day (2 rooms @ approx. $250/each) x 5 days = **$2,500.00** ARIDE Classes: @ approx. $200/day x @ approx. 2 days/class x @ approx. 2 classes = **$800.00** DRE Class training space: @ approx. $250/day x @ approx. 9 days/class x @ approx. 2 classes = **$4,500.00** DRE Final Knowledge Exam training space: @ approx. $250/day x @ approx. 2 days/class x @ approx. 1 class = **$500.00** DRE Field Certification training space: @ approx. $3,000/day x @ approx. 2 days x @ approx. 1 class = **$6,000.00** DRE Required Continuation Education Class training space: @ approx. $500/ day x @ approx.1 day x @ approx. 1 class = **$500.00**	$59,171.52		$59,171.52

	Training Space Meeting Room Total: $17,200.00 **<u>Printing Manuals, Handouts, and Tests</u>** SFST Classes Printing: @ approx. 25 manual/handouts/test sets x 15 classes x $50.00 (cost per manual/handouts/test set) = **$18,750.00** SFST Instructor School Printing for Participant materials: @ approx. 20 participant manual/handouts/test sets x 1 class x $50.00 (cost per manual/handouts/test set) = **$1,000.00** SFST Instructor School Printing for Instructor materials: @ approx. 15 instructor manual/handouts/test sets x 1 class x $40.00 (cost per manual/handouts/test set) = **$600.00** SFST Instructor manuals for revised curriculum Printing/Duplicating: @ approx. 100 manuals X $60.00 (cost per manual) = **$6,000.00** ARIDE Classes Printing for Participant materials: @ approx. 20 manual/handouts/test sets x 9 classes x $40.00 (cost per manual/handouts/test set) = **$7,200.00** ARIDE Instructor manuals for revised curriculum Printing: @ approx. 25 manual/handouts/test sets x $35.00 (cost per manual/handouts/test set) = **$875.00** DRE Pre-School, Student manuals Printing: @ approx. 16 manual/handouts/test sets x 1 class x $30.00 (cost per manual/handouts/test set) = **$480.00** DRE Pre-School, Instructor manuals Printing: @ approx. 12 manual/handouts/test sets x 1 class x $35.00 (cost per manual/handout/test set) = **$420.00** DRE Instructor Development Course Printing: @ approx. 7 instructor manuals x 1 class x $30.00 (cost per manual/handout/test set) = **$210.00** DRE Instructor Development Course Printing: @ approx. 7 student manuals x 1			

	class x $30.00 (cost per manual/handout/test set) = **$210.00** DRE School, Student manuals Printing: @ approx.16 student manuals x 1 class x $65.00 (cost per manual/handouts/test set) = **$1,040.00** DRE School, Instructor manuals Printing: @ approx. 12 instructor manuals x 1 class x $75.00 (cost per manual/handouts/test set) = **$900.00** DRE Final Knowledge Exam, Student testing booklets Printing: @ approx. 16 student tests x 1 class x $20.00 (cost per test set) = **$320.00** DRE Continuing Education Class Printing: @ approx. 20 manual/handouts/test set x 1 class x $35.00 (cost per manual/handouts/test set) = **$700.00** **Printing Total: $38,705.00** **Total Contractual Services: $59,171.52**			
Travel Meals can only be claimed with an overnight hotel stay. Meals will be reimbursed at the rate according to MOHS and State guidelines. Itemized receipts are required on all In-state travel Mileage can only be reimbursed on a personal vehicle. Mileage cannot be claimed when using a state/agency issued vehicle. Mileage will be reimbursed at a rate according to MOHS and State guidelines. Proof of mileage should be received with all Mileage reimbursement. Travel cost must coincide with all MOHS, state and federal guidelines, policies, rates. (Ex. MapQuest)	**<u>In-State Staff Travel for approximately 15 SFST Classes:</u>** Mileage @ approx. 450 miles x @ approx. $0.70/per mile = $315.00 x @ approx. 15 classes x @ approx. 3 instructors (for travel to class and between class/lodging) = **$14,175.00** Lodging: @ approx. $125.00/per night x 3 nights x @ approx. 15 classes x @ approx. 3 instructors = **$16,875.00** Meals: @ approx. $68.00 per day x 4 days = $272.00 x @ approx. 15 classes x @ approx. 3 instructors = **$12,240.00** Meal gratuity: $12,240.00 x 20% = **$2,448.00** **In-State Staff Travel Total: $45,738.00** **<u>In-State Trainings/Conferences: Sheriffs, Chiefs, Prosecutors, Judges Conferences, and Law Enforcement (STORM) Trainings/Conferences</u>** Mileage: @ approx. 550 miles x @ approx. $0.70/per mile = $385.00 x @ approx. 3 instructors (for travel to class and between class/lodging) = **$1,155.00**	$185,584.80		$185,584.80

Ground Transportation: Fares, fees, and surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) from airport to hotel and from hotel to airport.	Lodging: @ approx. $125.00 per night x @ approx. 3 nights x @ approx. 3 instructors = **$1,125.00** Meals: @ approx. $68.00 per day x 4 days = $272.00 x @ approx. 3 instructors = **$816.00** Meal gratuity: $816.00 x 20% = **$163.20** **In-State Training/Conferences Total: $3,259.20** **<u>In-State SFST Instructor School</u>** Lodging: @ approx. $125.00 per night x 4 nights x @ approx. 2 rooms = **$1,000.00** Meals: @ approx. $68.00 per day x 5 days = $340.00 x @ approx. 15 people = **$5,100.00** Meal gratuity: $5,100.00 x 20% = **$1,020.00** **In-State SFST Instructor School Total: $7,120.00** **<u>MOHS Meetings</u>** Mileage for task force meeting with MOHS: @ approx. 180.28 miles round trip x @ approx. $0.70 per mile = **$126.20** **MOHS Meeting Total: $126.20** **<u>In-State Staff Travel for approximately 9 ARIDE Classes</u>** Mileage for travel to class and between class/lodging @ approx. 450 miles x @ approx. $0.70/per mile = $315.00 x @ approx. 9 classes x @ approx. 3 instructors = **$8,505.00** Lodging for Instructors: @ approx. $125.00 per night x 2 nights x @ approx. 9 classes x @ approx. 3 instructors = **$6,750.00**			

	Meals for Instructors: @ approx. $68.00 per day x 3 days = $204.00 x @ approx. 9 classes x @ approx. 3 instructors = **$5,508.00** Meal gratuity: $5,508.00 x 20% = **$1,101.60** **In-State Travel ARIDE Classes Total: $21,864.60** **<u>In-State DRE School for approximately 12 students and approximately 8 DRE Instructors/Instructor Candidates</u>** Mileage for travel to class and between class/lodging @ approx. 1,000 miles x @ approx. $0.70/per mile = $700.00 x 20 people = **$14,000.00** Lodging: @ approx. $125.00 per night x 9 nights = $1,125.00 x @ approx. 20 rooms (approx. 8 instructor/12 student rooms/instructor candidate/staff rooms) = **$22,500.00** Meals: @ approx. $68.00 per day x 11 days = $748.00 x 20 people = **$14,960.00** Meal gratuity: $14,960.00 x 20% = **$2,992.00** **In-State DRE School Total: $54,452.00** **<u>Out-of-State DRE Field Certification</u>** Mileage: @ approx. 1,300 miles x @ approx. $0.70/per mile = $910.00 x @ approx. 8 people = **$7,280.00** Lodging: @ approx. $177.00 (including room rate and tax) per night X 3 nights = $531.00 x 15 rooms = **$7,965.00** Meals: @ approx. $68.00 per day x 4 days = $272.00 x @ approx. 20 people = **$5,440.00** Meal gratuity: $5,440.00 x 20% = **$1,088.00** Parking charges/taxes/fees: @ approx. $25.00 x 3 nights = $75.00 x @ approx. 8 people = **$600.00**			

	Out-of-State DRE Field Certification Total: $22,373.00 **<u>In-State DRE Final Knowledge Exam</u>** Mileage for travel to class and between class/lodging @ approx. 150 miles x @ approx. $0.70 per mile = $105.00 x @ approx. 20 people = **$2,100.00** Lodging: @ approx. $125.00 per night x 1 night x @ approx. 20 instructors/instructor candidates/staff (@ approx. 8 student rooms and @ approx. 12 instructors/instructor candidates/staff rooms = @ approx. 20 rooms) = **$2,500.00** Meals: @ approx. $68.00 per day x 2 days = $136.00 x @ approx. 20 people = **$2,720.00** Meal gratuity: $2,720.00 x 20% = **$544.00** **DRE Final Knowledge Exam Total: $7,864.00** **<u>DRE Continuing Education Class for IACP-CEUs</u>** Mileage for travel to class and between class/lodging @ approx. 300 miles x @ approx. $0.70 per mile = $210.00 x @ approx. 5 people = **$1,050.00** Lodging: @ approx. $125.00 per night x 1 night x @ approx. 5 people = **$625.00** Meals: @ approx. $68.00 per day x 2 days = $136.00 x @ approx. 5 people = **$680.00** Meal gratuity: $680.00 x 20% = **$136.00** **DRE Continuing Education Class Total: $2,491.00** **<u>IACP Impaired Driving Conference on Drugs, Alcohol, and Impaired Driving</u>** Registration: $875.00 x 3 people = **$2,625.00**			

	Lodging: @ approx. $350.00 (including room rate and tax) per night x 4 nights = $1,400.00 x 3 people = **$4,200.00** Airfare: $500.00 x 3 people = **$1,500.00** Meals: $92.00 per day x 5 days = $460.00 x 3 people = **$1,380.00** Meal gratuity: $1,380.00 x 20% = **$276.00** Baggage fees: $70.00 x 3 people = **$210.00** Ground Transportation: $150.00 x 3 people = **$450.00** Mileage from Oxford to Local/In-State Airport: @ approx. 300 miles x @ approx. $0.70 per mile = $210.00 x 3 people = **$630.00** Parking: $100.00 x 3 people = **$300.00** **IACP Impaired Driving Conference Total: $11,571.00** **<u>IACP DRE State Coordinators Meeting(s) Regional and National</u>** Lodging: @ approx. $350.00 (including room rate and tax) per night x 3 nights x 2 meetings = **$2,100.00** Airfare: $500.00 x 2 meetings = **$1,000.00** Meals @ approx. $68.00 per day x 4 days x 2 meetings = **$544.00** Meal gratuity: $544.00 x 20% = **$108.80** Baggage fees: $70.00 x 1 person x 2 meetings **= $140.00** Ground Transportation: $150.00 per meeting x 2 meetings x 1 person = **$300.00** Mileage from Oxford to Local/In-State Airport: @ approx. 340 miles x @ approx. $0.70 per mile = $238.00 x 2 meetings **= $476.00**			

	Parking: $100.00 x 2 meetings = **$200.00** **IACP DRE State Coordinators Meeting(s) Total: $4,868.80** **<u>IACP Course Manager Training (1 person)</u>** Registration: **$875.00** Lodging: @ approx. $350.00 (including room rate and tax) per night x 4 nights = **$1,400.00** Airfare: **$500.00** Meals: $92.00 per day x 5 days = **$460.00** Meal gratuity: $460.00 x 20% = **$92.00** Baggage fees: **$70.00** Ground Transportation: **$150.00** Mileage to and from Local/In-State Airport: @ approx. 300 miles x @ approx. $0.70 per mile = **$210.00** Parking: **$100.00** **IACP Course Manager Training Total: $3,857.00** **Total Travel: $185,584.80**			
Equipment	Dell Latitude 3550 Computer: (2) x @ approx. $1,284.86 each = **$2,569.72** **Total Equpiment: $2,569.72**	$2,569.72		$2,569.72
Commodities	**<u>Office Supplies/Classroom/Instructor School Materials</u>** Adhesive/sticky Notes, Batteries, Binder clips, Binders Rings, Binders, Bubble Mailers, Business Cards, Calculator, Calculator Tape, Calendars, Card Stock, Cardboard Mailers, CD/DVDs, CD/DVD cases, Certificate Jackets, Certificates,	$12,495.00		$12,495.00

	Certificate Paper, Clips, Copy Paper, Letterhead, Letterhead envelopes, Day Planners, Dividers/tabs, Tape, Tape Dispenser, Duct Tape, Envelopes, Erasers, Extension Cord, Fasteners, Fax Cartridges, File Boxes, File Cart, Folder Pockets, Folders, Hanging Folders, Highlighters, Hole Punch, Index Cards, Index tabs, Labels, Latex gloves, Letter Opener, Markers, Name Tags, Note Pads, Pen/Pencil Refills, Pencil Sharpener, Pencils, Pens, Permanent Markers, Poster Boards, Printer Cartridges, Printer Ink, Printer Toner, Punch-Hole Reinforces, Push Pins, Re-Cert Cards, Report Covers, Rubber bands, Rulers/Yard Stick/Tape Measure, Scissors, Seals, Sheet Protectors, Document Sleeves, Staple Remover, Staplers, Tent Cards, Thumb Drives, Wall Calendars, White Out, Mouthpieces, Alcohol tests, Oral Fluid tests, Saliva tests, Urine tests, Drug screening kits, Calculator ink, Projector bulbs, etc. = **$4,000.00** **Office Supplies/Classroom/Instructor School Materials Total: $4,000.00** **DRE Kits Required for DRE Class** DRE Kits: (16) x @ approx. $350.00 each = **$5,600.00** **Urine Screening Kits for DRE Class** Urine Testing Kits: (50) x @ approx. $5.50 each = **$275.00** **PBTs Required for SFST and DRE Training** Alco-Sensor FST: (2) x @ approx. $490.00 each = **$980.00** **Mouthpieces for PBTs for SFST and DRE Class (Training)** 1000 x @ approx. $0.27 each = **$270.00** **Oral Fluid Screening Cartridges for DRE Class** Oral Fluid Testing cartridges: (2 boxes: 25 cartridges each) x @ approx. $685.00 per box = **$1,370.00** **Total Commodities: $12,495.00**			
Indirect Costs	**Indirect Cost Rate (Salary and Fringe)** $261,110.35 x 15% De Minimis Rate = **$39,166.55**	$39,166.55		$39,166.55

	Total Indirect Costs: $39,166.55			

TOTALS	**$560,097.94**	**$0.00**	**$560,097.94**

FY26 Agreement of Understanding and Compliance

This Agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-Grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-Grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-Grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.

B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.

C. It is also understood, pursuant to 2 CFR 200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, the pass-through entity, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal Award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.

E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up

documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.

F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project **(Close of Business (COB) November 15th)**. Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-Grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project. Former sub-grantees(no longer active in the grant program) are required to submit equipment reports/updates on the equipment purchased with federal funds for the extent of the useful life.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
- A physical inventory of the property must be taken and the results reconciled with the property records at least once a year for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.

- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Approved equipment with a purchase price of $10,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are funded 100% or 2080 enforcement hours must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All positions require detailed activity documentation, as directed by MS Office of Highway Safety.

The Individual Officer(s) on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour.

V. GENERAL PROJECT REQUIREMENTS

A. Agreements, Modifications and Revisions

- The Sub-grantee must return original copies of agreements, modifications, and revisions to MOHS physical address. All original documents require an **original signature signed in BLUE ink** by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.). MOHS will not accept a secondary signatory official signature or initials.

- In the fully executed grant agreement, the Cost Summary Support Sheet details all allowable cost for which MOHS approved and will reimburse an agency. Any cost not listed in the fully executed grant agreement and/or an approved modification/revision will not be reimbursed.

- All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302. from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.

- No budget modification requests will be accepted by the MS Office of Highway Safety before **January 1st** (the second quarter) and after **July 31st.** Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety signed by the Authorized Signatory Official. Changes to the Agreement will not be effective, until both parties have executed the modification.

B. Any change to out-of-state travel approved in the Grant Agreement, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than thirty (30) days before the intended date of travel on Agency letterhead.

- Out of State Travel - All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
- In State Travel - All federal funded **in state travel** requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
- In State Travel - Meals can only be claimed with an overnight hotel stay.

- In State Travel – Hotel rates must be based on DFA travel policy for State agencies. Non-State agencies hotel rates must follow the agency's current travel policy.
- Meal cost, taxes, and fees (credit card, delivery, service, etc.) are approved cost included in the allocated amount under travel in the grant agreement. Because these costs are associated with travel and needed to carry out project activities, they are considered allowable, reimbursable cost for meals. The amount allowed for individual meals should not exceed the daily maximum reimbursement rate approved in the grant agreement.
- Fares, fees, and surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) to and from a hotel are allowable and require an itemized receipt. The amount allowed for transportation should not exceed the maximum reimbursement amount approved in the grant agreement. Fuel surcharges are only allowable on any ride sharing service if no surcharges are applied for paying with a credit card.
- MOHS reimburse travel according to Section 25-3-41, Mississippi Code of 1972, establishes guidelines for travel reimbursement of the State of Mississippi, and of any department, institution, board or commission thereof. It also provides that the Mississippi Department of Finance and Administration (DFA) shall promulgate rules and regulations to effectuate economies for all expenses authorized under this section. All rules and regulations contained herein apply to all MOHS sub-grantees.

C. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.

D. The Local Governmental Resolution Agreement and Authorization to Proceed included within this Agreement, must be completed by the Authorizing Official, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the cost of the project described in the award. The City/County seal is required. This document is not applicable to State agencies.

E. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted sixty (60) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.

F. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.

G. The Assurance of Understanding included within this Agreement, must be completed by the Authorizing Official, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the cost of the project described in the award.

H. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
- Warning citation policy (If Applicable);
- Pursuit policy (Must Retain a Copy);
- Checkpoint policy (If Applicable);
- Saturation patrol policy (If Applicable); and
- DUI enforcement policy (If Applicable)
- Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)

I. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
- Agency Leave policy (personal and/or vacation, sick, holiday, and military); and
- Agency Overtime Policy
- Fiscal Control and Fund Accounting Procedures
- Pursuit Policy (Law Enforcement Only)
- In-Direct Cost Agreement (If Applicable)

J. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.

K. All Instructor related training **must be** included within the grant Agreement under Strategies to receive reimbursement.

L. Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
- Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines)
- Alcohol testing
- Mobile video systems

M. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding $1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.

N. The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.

O. Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.

P. Execution of Agreement: Grant Agreements are not effective until all parties (MOHS, PSP Executive Director/Governor's Rep and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.

Q. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.

R. Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.

S. Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.

T. Project Commencement: Unless otherwise indicated within the grant agreement, sub-grantee program activity will begin within **(30) days of the approved start date**, after signed approval of the grant agreement by the MOHS Director. If program activity does not begin within this time period, the program may be subject to cancellation and funds may be reallocated.

U. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
- The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.

VI. UNALLOWABLE COST

The provisions stated in the following section serve as a guide in describing costs that are ***not allowable*** for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:
- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures
- Desk
- Chair
- Table
- Shelving
- Coat Rack
- Credenza
- Bookcase
- Filing Cabinet
- Floor covering
- Office Planter
- Storage Cabinet
- Portable Partition
- Picture, Wall Clock
- Draperies & Hardware
- Fixed Lighting/Lamp

- Land (except for Section 2010 motorcycle safety grant funds used to purchase facilities which includes the purchase of land.)

B. Unallowable Equipment Costs:
- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)

- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available.)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds. (23 U.S.C. 402(c)(4)(A) and 23 CFR Part 1300.13(c)).
- Radars or other speed measuring devices using Impaired Driving Countermeasures and Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

- Training of Special Traffic Enforcement Program (STEP) law enforcement officers.
- An individual's salary while pursuing training or the salary of the individual's replacement (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for law enforcement attending drug recognition expert training.

D. Unallowable Program Administration:

- General costs of government - For States, local governments and Indian Tribes, the general costs of government are unallowable except as provided in 2 CFR 200.475 Travel Cost. (Reference 2 CFR 200.444 and 2 CFR 200.475).
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable. (Reference 2 CFR 200.423).
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.
- Entertainment costs, including amusement and social activities and expenses directly associated with such costs(tickets to shows or sporting events, meals, lodging, rentals, transportation, and gratuities). 2 CFR 200.438.

E. Lobbying:

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local-No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones, guns, and office furniture are ***not*** allowable for purchase with these funds under any circumstances.
- The cost of promotional items and memorabilia, including models, gifts and souvenirs are unallowable advertising and public relations costs. (2 CFR Part 200.421(e)(3). Promotional items that are unallowable can include t-shirts, hats, key chains, bumper stickers, etc.
- Costs are ***not*** allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS **will not reimburse** for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is ***not*** allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252)
Prohibits discrimination on the basis of race, color, national origin and 49 CFR part 21.
THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601)
Prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects.
FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.)* AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686)
Prohibit discrimination on the basis of sex.
SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.)*
As amended, prohibits discrimination on the basis of disability and 49 CFR part 27.
THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.)*
Prohibits discrimination on the basis of age.
THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209)
Broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not.
TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189)
Prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing and 49 CFR parts 37 and 38.

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause, "During the performance of this contract/funding agreement, the contractor/funding recipient agrees":

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time.
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2l and herein.
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA.
4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.
5. To insert this clause, including paragraphs (1) through (5), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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.

2. 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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients 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 section

1352, title 31, U.S. Code. 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.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,* as used in this clause, are defined in 2 CFR parts 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (https://www.sam.gov)

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

<u>Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions</u>

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in 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 record, 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 (1)(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.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

<u>Instructions for Lower Tier Certification</u>

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,* as used in this clause, are defined in 2 CFR parts 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https:www.sam.gov).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

<u>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions</u>

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION ON CONFLICT OF INTEREST 23 CFR 1300 APPENDIX A

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.

a) The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts.

b) The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

BUY AMERICA ACT

The Sub-Grantee and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services and High Visibility Enforcement (HVE) Participation Compliance

(Applies only to Law Enforcement Sub-Grantees)

1. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols:
   - Unusual incidents of alcohol/ drug related crashes/fatalities
   - Alcohol/ drug impaired driving violations
   - Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed)
   - Any other documented alcohol/ drug related vehicular incidents
   - Citation data related to restrained and unrestrained occupants

- Unusual incidents of unbelted crashes/fatalities
- Seatbelt/Child restraint violations
- Unusual incidents of teen crashes/fatalities
- Unusual incidents of speed crashes/fatalities

2. Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of HVE Enforcement Participation must comply with the following:

3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.

4. Sub-Grantee **will engage** in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.

5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a blitz form reporting the total number of citations issued, checkpoints, saturation patrols, arrests, and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.

6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

DUI/Impaired Compliance
High Visibility Enforcement (HVE) and Public Information and Education (PI&E)
Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154),
and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement

Law enforcement and State agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired activities must comply with the following:

- Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired enforcement to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.

- Individual DUI/Impaired Officer(s) shift hours ***will include*** **4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday and Sunday.**

- Overtime hours for DUI/Impaired Enforcement ***will include*** **4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday, and Sunday.**

- Proper justification may be requested by MOHS regarding **other dates or time periods** within the jurisdiction for needed enforcement outside the above shifts.

- Specific DUI/Impaired activities in which the Individual Officer(s) (if applicable) and/or other officers assigned to work enforcement **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.

- The Sub-Grantee must participate in the National Drive Sober or Get Pulled Over campaigns endorsed by the National Highway Traffic Safety Administration.

- The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.

- The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the State campaigns.

- The Sub-Grantee **will generate** earned media (example: press conference, tv, social media, radio or print news articles) either before, during, or after national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

Blitz Campaigns – Enforcement Grant: Sub-grantees are to conduct enhanced enforcement during blitz periods based on their funding source. Each sub-grantee funded under 154 Alcohol and 405d Alcohol and Drug Impaired Driving grant funds must participate in the National Blitz Campaigns for Drive Sober of Get Pulled Over with enhanced DUI enforcement.

National Drive Sober or Get Pulled Over campaign with enhanced enforcement: Christmas/ New Year's
National Drive Sober or Get Pulled Over campaign with enhanced enforcement: Labor Day
State blitz campaigns with enhanced enforcement: Super Bowl, Memorial Day, 4th of July

Blitz Campaigns – PI&E Grant: Sub-grantees are to collaborate with law enforcement for the National Drive Sober or Get Pulled Over campaigns and State campaigns and generate earned media with at least one (1) newspaper, television, social media or radio presentation.

Occupant Protection/Police Traffic Services
High Visibility Enforcement (HVE) and Public Information and Education (PI&E)
Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement and State agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service activities must comply with the following:

- Occupant Protection/Police Traffic Services activities for STEP officers assigned to work enforcement overtime **will include** checkpoints, saturation patrols and other 402 OP/PT specific enforcement activities as designated.

- Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week endorsed by the NHTSA

- The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the State campaigns.

- Sub-Grantee **will submit** HVE blitz forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for national blitz campaigns. Failure to comply with this requirement may result in the delay of reimbursement payments.

- Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

- The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.

Blitz Campaigns – Enforcement Grant: Sub-grantees are to conduct enhanced enforcement during blitz periods based on their funding source. Each sub-grantee funded under 402 Occupant Protection and Police Traffic Services grant funds must participate in the National Blitz Campaigns for Click It or Ticket with enhanced OP or PTS enforcement.

National Click It or Ticket campaign with enhanced enforcement: Memorial Day
State blitz campaigns with enhanced enforcement: Christmas/New Year's, Super Bowl, 4th of July, Labor Day

Blitz Campaigns – PI&E Grant: Sub-grantees are to collaborate with law enforcement for the National Click It or Ticket campaign, State campaigns and Child Passenger Safety week and generate earned media with at least one (1) newspaper, television, social media or radio presentation.

Law Enforcement Liaison Participation Compliance
(Applies only to Law Enforcement Liaison Sub-Grantees)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination Participation must comply with the following:

Sub-Grantee with a LEL Network Coordination Grant **must** sign the MOHS Law Enforcement Liaison Agreement. A LEL serves as a liaison between the Mississippi Office of Highway Safety and the state's law enforcement community. LELs help promote and enhance state and national highway safety programs, initiatives, and campaigns.

Sub-Grantee with a LEL Network Coordination Grant **must hold** a LEL Network meeting to promote State/County/Local networking for the Christmas/New Year's, Memorial Day, and Labor Day national blitz campaigns, blitz reporting, and PI&E efforts.

Sub-Grantee with a LEL Network Coordination Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns.

Sub-Grantee with a LEL Network Coordination Grant **will promote** MOHS highway safety countermeasures and enforcement strategies.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends $1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends $1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than $1,000,000.* A non-Federal entity that expends less than $1,000,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, for procurement transactions in which the contractor is made responsible for meeting program requirements, the auditee must ensure those requirements are met, including by clearly stating the contractor's responsibilities within the contract and reviewing the contractor's records to determine compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include a determination of whether these transactions comply with Federal statutes, regulations, and the terms and conditions of a Federal award.

(h) *For-profit sub recipient.* This subpart does not apply to for-profit organizations. As necessary, the pass through entity is responsible for establishing requirements to ensure compliance by for-profit subrecipients. The subaward with a for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring throughout the performance of the subaward, and post-award audits. See also §200.332 Requirements for pass-through entities.

Sub-Grantees <u>are required</u> to provide a copy of the jurisdiction/agency(s) most recent A-133 audit with the Grant Application. If an agency doesn't meet the A-133 audit requirement, MOHS requires a financial audit with the submission of the Grant Application. An agency that receives an updated audit during the grant year <u>is required</u> to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE
CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
(APPLIES TO LAW ENFORCEMENT SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, **each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted**. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding. (MS Code Annotated § 45-1-43)

The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be retained in the agency grant file and be available for review. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received by the MOHS, becomes an actual documented part of the grant documentation and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, _____ **(Sub-Grantee Name)**, I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Authorizing Official's Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, within forty-five (45) days of receiving the attached grant award letter.

As the Authorized Official for, _____**(Sub-Grantee Name)**, I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until all parties (MOHS, PSP Executive Director/Governor's Rep and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the _____
(Governing Body of Unit of Government)

Herein called the **"SUB-GRANTEE"** has thoroughly considered the problem addressed in the application (Program Funding Source) **405D ALCOHOL AND DRUG IMPAIRED DRIVING** and has reviewed the project described in the agreement; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE _____
(Governing Body of Unit of Government)

IN THE JURISDICTION_____ MISSISSIPPI, THIS _____Day of _____, 20_____ AS FOLLOWS:

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. _____ is authorized to accept, on behalf of the Sub-Grantee,
   (Name and Title of Representative)
   an award in the form prescribed by the Mississippi Office of Highway Safety for federal funding in the amount of $_____to be made to the Sub-Grantee defraying the cost of the
   (Federal Dollar Requested)
   project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)
DONE AND ORDERED IN OPEN MEETING BY_____
(Chairman of Board / Mayor)

Alderman/Councilperson_____offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson_____and was duly adopted.

Date: _____ **Seal (City/County Seal is required)**

Attest By: _____

Title: _____

Mississippi Office of Highway Safety
Designation of Secondary Signatory Official

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the **(agency/department name)** _____ has authorized and approved **(print designated secondary signatory official name)** _____ to sign any/all forms related to this contract.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: _____ Title: _____
(Designated Secondary Signatory Official)

Organization Name: _____

Mailing Address: _____

City: _____ Zip Code:_____

Telephone Number: ( ) _____ Cellular Number: ( ) _____

Email Address: _____

Signature of Designated Secondary Signatory Official: _____

Appointed by Authorizing Official: _____Date: _____
(Mayor, Board President, Commissioner, Director) **(Print Name)**

Signature: _____ Title:_____
(Authorizing Official)

Mississippi Office of Highway Safety
Fiscal Control and Fund Accounting Procedures

All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302 from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers, or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The rights to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.337). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- All personnel records of individuals paid with grant funds, including time sheets,
- wage authorization, tax withholdings forms, employment applications and other relevant data
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

We have read and understand all Fiscal Control and Fund Accounting Procedures as shown above and agree to comply with these conditions in the operation of the grant.

Authorizing Official's Signature **(Mayor, Board President, Commissioner, Director)**	**Date**
Print Authorizing Official's Name	**Authorizing Official's Title**

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

08/28/25 - 09/09/25

TO BE APPROVED: 09/16/25

ACCOUNT NUMBER	CUSTOMER NAME	ADDRESS	WATER ADJUSTMENT	SEWER ADJUSTMENT	ADJUSTMENT TYPE
005259-031973	BAILEE S GRAY	102 FARM VIEW DRIVE UNIT 703	-$150.52	-$200.13	INSIDE
202832-051724	RYAN T ENGLAND	1100 AUGUSTA DRIVE UNIT 103	-$122.12	-$162.37	INSIDE
006234-024698	STEVE STRICKLAND	409 ALLEN COVE	-$50.77	-$67.50	INSIDE
210429-006425	JOHN W DAVIS	670 ANCHORAGE ROAD	-$24.85	-$33.04	INSIDE
203240-103220	GENESSA EGERSON	123 YOCONA RIDGE ROAD	X	-$115.42	POOL
003027-027049	JEREMY MILLS	205 GREENBRIAR LOOP	X	$109.50	POOL
000410-002475	WEBBIE ANN ARCHER	1013 WILSON ROAD	-$44.02	X	WT ONLY
209189-109014	DANNY E BUFORD	334 COUNTY ROAD 101	-$29.70	X	WT ONLY
002140-017231	STEPHANIE LAPORTE	501 WOODLAND HILLS DRIVE	-$66.72	X	WT ONLY
208115-107866	DUKE HUSSEY	5611 S LAMAR BLVD	-$842.77	X	WT ONLY
		TOTAL:	**-$1,331.47**	**-$468.96**	

3. Consider Oxford Utilities Electric Division Construction Policy. (Rob Neely)

The purpose of the new Oxford Utilities Construction Policy is to set definitions, expectations, guidelines, and fees for how Oxford Utilities Electric Division works with developers and contractors within our service territory. In the policy is an Aid-to-Construction fee schedule which updates our existing fee schedule from 2005.

Due to the increase in material, labor and equipment, the Electric Division determined that it is past time to update those fees. By adjusting the fees now, it should also provide additional funds for system maintenance and improvement. The biggest change to our current aid-to-construction policy is the change to full cost of construction for residential and commercial developments. In the past we've charged a price/foot for primary and secondary installation. Going forward we will charge for material (wire, etc.), labor and equipment (transformers, etc.). This is mainly necessary due to the high cost of equipment, which takes years for Oxford Utilities to recoup through our rates. The prices listed in the Fee Schedule were determined by averaging construction costs incurred on projects completed in 2025. If approved this policy will go into effect on October 1, 2025.

OXFORD UTILITIES
ELECTRIC DIVISION - CONSTRUCTION POLICY

INDEX:

I. OBJECTIVES
II. CONSTRUCTION DEFINITIONS
III. FACILITIES
IV. OVERHEAD PRIMARY
V. UNDERGROUND PRIMARY RESIDENTIAL
VI. NON-PERMANENT INSTALLATION
VII. COMMERCIAL DEVELOPMENT
VIII. SECONDARY SERVICE
IX. LIGHTING
X. OVERHEAD TO UNDERGROUND CONVERSIONS
XI. CONDEMNATION

APPENDIX: OU ELECTRIC DIVISION AID-TO-CONSTRUCTION FEE SCHEDULE

I. OBJECTIVES

a. To ensure a fair and reasonable basis for electric service extensions
b. To define clear guidelines for approving line extensions within the Certificated Service area of the City of Oxford/Oxford Utilities (referred to as the 'Utility')
c. To establish a practical extension policy that delivers optimal service to new customers at the lowest feasible cost, while adhering to sound financial and engineering principles

II. CONSTRUCTION DEFINITIONS:

Facilities – Any primary or secondary wire or combination of wires; fiber; primary or secondary poles; transformers; breakers; fuses; or other such current limiting or protective devices; meters; regulators; capacitors; junction boxes; conduit; lights; or any other device used for the distribution, supervisory control, monitoring, or protection of the Utility's grid.

Permanent Residence – Defined as any dwelling intended for the housing of persons where the dwelling is affixed to the ground by either a concrete slab, conventional foundation, or other permanent underpinning. A modular or manufactured home permanent in nature, which does not contain - and never contained - a wheeled chassis or a chassis that wheels can be added is also considered a Permanent Residence. To qualify, the structure must be permanently affixed as described above.

Non-Permanent Residence – Any dwelling intended for the housing of persons where the dwelling can be easily moved from one location to another. These include, but are not limited to:

a. Mobile homes that contain a permanent wheeled chassis or a chassis that the wheels have been removed.
b. Sheds, metal buildings, outbuildings or other structures that are transported to the site via flatbed trailers and not permanently affixed to a slab, foundation, or underpinning.
c. Sheds, metal buildings, outbuildings, or other structures that are built on cinder blocks or equivalents, with no foundation or underpinning.

Mobile Home Park – Any land on which two or more Non-Permanent Residences, mobile homes, or recreational vehicles used for habitation are parked—whether free of charge or for income-producing purposes. This does not include instances where all such dwellings are occupied by the landowner and their immediate family.

Multi-Unit Development – Any development containing multiple residential buildings or a combination of residential and commercial buildings (e.g., amenities), built on undivided land for the purpose of housing persons. Examples include apartment complexes, condominiums, duplexes, quadplexes, and townhomes.

Residential Subdivision – Any development constructed for the purpose of selling residential lots.

Non-Permanent Installation – Any line extension temporarily built for the construction of a residential or commercial development, or a non-permanent commercial service. Examples include fireworks stands, carnivals, and any temporary service.

Small Commercial - Single Phase – Any commercial single phase line extension where the total load does not exceed 50kW.

Medium Commercial – Any commercial single phase line extension where the total load is greater than 50kW or three phase line extension where the total load is less than 1000kW.

Large Commercial – Any commercial three-phase line extension where the total load is equal to or greater than 1,000 kW.

Commercial Development – Any commercial development where property is sold or rented for non-residential purposes and contains multiple metering points. Examples include office buildings, strip malls, etc.

Full Cost of Construction – All labor, equipment, and material costs associated with installing electric facilities for a particular project.

OU Aid-To-Construction Fee Schedule – A list of fees and/or contributions in aid of construction associated with the Utility Construction Policy, hereafter called the “Fee Schedule.” This schedule shall be reviewed annually to reflect current pricing.

III. FACILITIES

In accordance with the City of Oxford's municipal code of ordinances, all new or upgraded facilities installed by the Utility shall be placed underground. All such facilities shall be and remain the property of the Utility.

IV. OVERHEAD PRIMARY

New overhead primary installation is prohibited by the City of Oxford Land Development Code. For existing overhead facilities, if a residential or commercial development requires the conversion of a single-phase line to three-phase, the developer will be responsible for contribution in aid of construction fees to upgrade the facilities.

V. UNDERGROUND PRIMARY RESIDENTIAL

1. **New Services -** Customers shall pay contributions in aid of construction per the Utility's Fee Schedule. Payment is required in advance. Utility retains the right to serve future customers from the installed facilities. Customers must provide necessary easements prior to construction. Customer's electrical contractor must install underground conduit per the Utility's installation guidelines (available upon request).

2. **Converting Overhead to Underground –** Upon customer's request, or in cases where the residence is undergoing a major renovation (>50% of valuation), Utility will determine the feasibility of the conversion. The feasibility shall be determined based on the location of the underground, possible future maintenance problems, the number of customers served by this line and any other engineering and/or operational considerations. Utility shall be the sole agent in determining the routing of the underground line. If feasible, Utility will make an estimate of the retirement cost for the existing overhead and an estimate of the cost of the underground, and the customer requesting this change will pay the total cost of the two before construction begins. Any necessary easements will be furnished by the customer requesting service prior to construction. Customer's electrical contractor must install underground conduit per the Utility's installation guidelines (available upon request).

3. **Subdivision Developments –**Utility will provide an estimate for contribution in aid equal to the full cost of construction in accordance with the Fee Schedule. The fees must be paid before any work begins. The Utility will lay out the design in the most economical manner based on sound engineering and operating practices. In addition, the following shall be enforced:
   a. Utility shall make all decisions as to design, installation, and location of

facilities.

b. Before any work is begun, the Developer shall submit a utility plan to be approved by the City of Oxford pursuant to the Land Development Code requirements.
c. Developers must agree not to alter grades without Utility approval.
d. Developer must install all underground conduit in the development in accordance with the Utility's installation guidelines. Developer shall ensure proper trench backfilling and maintain thereafter.
e. Once fees are paid, Utility will install underground feeders from which electricity can be served to new homes as they are built. Developer will be required to furnish accurate, on-site locations of property lines, corners, or other points by visible markers, which Utility may require for proper location of facilities. Developer will have all property which the above facilities are to be located placed on final grade in accordance with section (c) above before installation by Utility. The Utility will not run service wires to homes until the homes are constructed or until customer requests electric service. Applicable construction permits must be obtained from the City of Oxford.
f. Electric service to a home will be provided under the procedures set forth in Section IX.
g. All installed facilities shall remain the property of Utility.

4. **Multi-Unit Developments -** Utility will provide an estimate for contribution in aid equal to the full cost of construction for the development according to the Fee Schedule. The estimate will include all underground primary facilities as well as secondary facilities including secondary wiring up to the service entrance. Those facilities of the Multi-Unit Development that are Commercial applications such as amenities buildings, pool houses, or trash compactors shall fall under the Commercial section of this policy. The contribution in aid of construction shall be paid before any work is begun. In addition, the following shall be enforced:

a. Utility shall make all decisions as to design, installation, and location of facilities.
b. Before any work is begun, the Developer shall provide a utility plan to be approved by the City of Oxford pursuant to the Land Development Code requirements.
c. Developers must agree not to alter grades without Utility approval.
d. Developer must install all underground conduit in the development in accordance with the Utility's installation guidelines. Developer shall ensure proper trench backfilling and maintain thereafter.
e. All installed facilities shall remain the property of Utility.

VI. NON-PERMANENT INSTALLATION

Customers will be provided an estimated cost of construction, plus removal cost, less salvageable material, plus applicable taxes, shall be paid prior to construction. Fees and other deposits may be collected in addition to above.

VII. COMMERCIAL DEVELOPMENT

1. **Small Commercial:** The applicant will be required to pay contribution in aid of construction according to the Fee Schedule. Said footage shall be measured from the point of beginning of the new primary line to the transformer location. If it is determined that an alternative route is in the best interest of the Utility, the applicant shall not be responsible for any additional charge due to the alternate routing. All charges shall be paid for in advance of construction. Utility shall have the right to serve future customers from the installed facilities. Owner shall provide all necessary easements. It is the responsibility of the Owner to install all underground conduit in accordance with the Utility's installation guidelines, which will be provided upon request.

2. **Large Commercial (Above 1000kW):** In addition to the requirements stated above in Section VII (1), Applications for power in excess of 1,000kW will be required to execute a Power Contract with the Utility for an initial period of five years and a renewal every consecutive five-year period as specified in the Power Contract. Surety bonds, deposits, and contribution for aid in construction shall be considered on an individual basis.

VIII. SECONDARY SERVICE

1. **Construction Services –** The Utility shall provide temporary service connection to customer provided meter poles for the sole purpose of construction. Temporary construction fees shall apply (service pole, service fee, deposit, etc.). The wiring must meet all the specifications provided by the Utility. Any construction service deemed unsafe by the Utility will be disconnected without notice and will be reconnected when it is made safe.

2. **Overhead Service –** Not permitted for new developments.

3. **Underground Service –** Customers will be required to pay contribution in aid of construction according to the Fee Schedule. Customers will be required to install electric conduit as per the Utility's installation guidelines (available upon request). Utility will install conductors on residential secondary services according to the Fee Schedule. The customer's electrician will be responsible for installing conductors on secondary commercial services and multi-unit developments as well as terminating conductors at the point of

connection. Secondary services are subject to length and voltage drop restrictions as determined by Utility engineer.

IX. LIGHTING

1. **Outdoor Light Installations** – Installed at a regular monthly charge based on existing rate schedule approved by the Tennessee Valley Authority, the Utility regulator. Lights will be installed on existing poles when applicable. If a new service pole is required, the applicant will be required to pay up-front according to Fee Schedule.
2. **Street Light Installation** – Street lights will be installed at a regular monthly charge based on existing rate schedules approved by the Tennessee Valley Authority, the Utility regulator. If the street light requires a concrete pole or is a decorative fixture then an up-front contribution of aid in construction will apply.

X. OVERHEAD TO UNDERGROUND CONVERSIONS

1. If a customer, developer, homeowner's association, landowner, etc. requests the Utility convert their existing overhead single or three-phase primary to underground primary, the Utility will first determine the feasibility of this conversion.
2. If feasible, the requestor will pay an estimate fee as per the Fee Schedule to compensate for the labor and expenses associated with generating the estimate.
3. The requestor will be given the option of the Utility taking the project to bid or using the Utility's own or in-house contractor's forces. All engineering, design and advertising fees incurred during the design and bid process will be paid by the requestor.
4. If the project is not in the Utility's 5-year work plan, the requestor pays the full cost of the conversion (half up front and the remainder upon completion of the project).
5. If a project is in the Utility's 5-year work plan, and/or determined to be significantly beneficial to the reliability and future maintenance of the electric system, the Utility, at its sole discretion, may contribute material, equipment, or labor.

XI. CONDEMNATION

All the above line extension shall be provided after all right-of-way easements have been secured. If condemnation is required to secure right-of-way easements, the customer will be responsible for all legal cost.

The OU Engineering department is responsible for notifying prospective customers of this policy, and ensuring compliance with its guidelines and requirements. The department

must also provide the OU accounting department with accurate information to facilitate the correct billing of customer accounts.

DATE APPROVED: SEPTEMBER 16, 2025

EFFECTIVE DATE: OCTOBER 1, 2025

APPENDIX
OU ELECTRIC DIVISION - AID-TO-CONSTRUCTION
FEE SCHEDULE

The following fees shall be used to determine the contribution in aid of construction.

1. **Overhead Primary Permanent Residence –**
   - Not permitted by Oxford Land Development Code
2. **Overhead Primary Non-Permanent Residence –**
   - Not Permitted by Oxford Land Development Code
3. **Overhead Residential Subdivision Development –**
   - Not Permitted by Oxford Land Development Code
4. **Underground Primary Residential –**
   - Secondary - Wire pull only = $15.00/ft
   - Primary - Wire pull only = $20.00/ft
   - Directional Bore = Estimate provided upon request; will include labor, material, and equipment cost
5. **Underground Residential Subdivision Development –**
   - Full cost of construction including material, equipment, and labor
6. **Underground Residential Multi-Unit Development –**
   - Full cost of construction including material, equipment, and labor
7. **Small Commercial (Less than 50kW) –**
   - Secondary - Wire pull only = $15.00/ft
   - Primary (Single Phase) - Wire pull only = $20.00/ft
   - Primary (3-Phase) - Wire Pull only = $25.00/ft
   - Directional Bore (Single Phase or 3-Phase) = Estimate provided upon request; will include labor, material, and equipment cost
8. **Commercial Development –**
   - Full cost of construction including material, equipment, and labor
9. **Service Poles –**
   - $400.00/pole
10. **Overhead to Underground Conversion Estimate**
    - Fee for estimate will be generated upon request based on complexity of conversion and labor needed to calculate estimate. Not to exceed $1,000.

RLI TRANSPORTATION

WHEN YOU BIND COVERAGE WITH RLI, YOU'LL ALSO RECEIVE:

FREE ACCESS TO A DEDICATED LOSS CONTROL EXPERT

Our loss control team has over 100 years of combined transportation safety experience. As former safety directors, they understand your unique operational needs and can enhance your safety, compliance and risk management needs by evaluating and monitoring business risks, recommending loss control strategies and developing tailored risk management programs. Additionally, they offer recruiting and marketing assistance to improve driver hiring practices and provide customized solutions for your specific challenges.

FREE DAY OF ONSITE DRIVER TRAINING BY AN RLI LOSS CONTROL EXPERT

As an RLI policy holder, you are eligible to receive one free weekday of driver training annually to enhance your current driver training program. Sessions, led by an RLI safety expert, cover defensive driving, distracted driver training, fatigue management and customized topics relevant to your operation. Multiple sessions can be scheduled on your training day to accommodate various driver shifts.

COMPLIMENTARY ACCESS TO DRIVER SAFETY TRAINING VIDEOS VIA RLI SAFETY SOLUTIONS' EXCLUSIVE LEARNING MANAGEMENT SYSTEM (LMS)

Finding time for additional driver training can be tough, even when prioritizing a strong safety culture. To support your safety training efforts, RLI Safety Solutions offers brief 4 to 6 minute training videos covering intersection safety, distraction prevention and other defensive driving techniques. These videos allow you to reinforce crucial safety topics with your drivers without disrupting their daily duties.

DISCOUNTS ON HARDWARE & SUBSCRIPTION COSTS FROM SAMSARA, LYTX & MOTIVE

Companies that invest in camera and telematics systems to enhance their safety programs often foster stronger safety cultures and experience reduced claims over time. This leads to fewer interruptions in business operations and a safer workplace environment for employees. RLI has partnered with three reputable vendors to provide these discounts. In addition, you'll receive customized platform training from an RLI Loss Control expert to ensure your equipment is set up correctly and to maximize the effectiveness of your drivercoaching tools for operational improvement.

COMPLIMENTARY ACCESS TO RLI SAFETY SOLUTIONS' DOT COMPLIANCE ASSISTANCE

Navigating DOT compliance can be challenging. Non-compliance can lead to authority revocation, disrupting business operations. RLI Safety Solutions offers email assistance for proper compliance, covering areas such as record retention, drug and alcohol policies, Clearinghouse and FMCSA portal setup and industry best practices, among others. Just contact us at dothelp@rlisafetysolutions.com so that we can assist you.

FREE QUARTERLY CLAIM REVIEWS AVAILABLE FOR LARGER RISKS

For larger operations that have significant claims frequency, staying updated can be tough. RLI offers quarterly claims calls with your management team and our claims team to discuss larger complex claims and to keep you informed on RLI's claim resolution progress.

Rated A+ (Superior) by AM Best
Rated A (Strong) by Standard & Poor's
RLITRANSPORTATION.COM

RLI®
DIFFERENT WORKS

9025 N. Lindbergh Dr. · Peoria, IL 61615
© RLI CORP. · TR-MK561 (9/24)

RLI TRANSPORTATION

A division of RLI Insurance Company

We will be emailing all policy documents to the following email address: sproulx@evansagency.net
Please let us know immediately if this is not the correct address.

September 10, 2025

Susan Proulx
The Evans Agency/INSURICA

Re : Oxford Transit Management, Inc.

We are pleased to provide the following proposal on the above captioned, to be effective **October 1, 2025**
**This proposal expires on the above effective date without an extension approved by an RLI underwriter.*

Insurer : RLI Insurance Company (A.M. Best Rating A+)

Exposures:

Estimated # Transit Buses:	36
Estimated # Transit Vans:	13
Estimated # PPT / Service Units:	2

Business Auto Liability - Covered Autos Symbol 7 $5,000,000 CSL Limit of Liability

Uninsured / Underinsured Coverage BI Not offered, as it has been rejected in the past. Please advise if you would like a quote.

**** All UM/UIM limits are non-stacked unless otherwise required by state law.***

Liability Deductible does not apply to PIP, MedPay or UM/UIM.

All Liability Coverages subject to a $0 Deductible Per Occurrence

Premium Breakdown:	Liability	UM/UIM	=	Total
Rate per Transit Bus:	$8,509	Rejected	=	$8,509
Rate per Transit Van:	$5,956	Rejected	=	$5,956
Rate per PPT / Service Unit:	$3,287	Rejected	=	$3,287

Hired Auto Coverage:	Symbol	8	Premium:	$2,500
Non-Owned Auto Coverage:	Symbol	9	Premium:	$558

Total Estimated Auto Liability Premium: $393,384

Commercial Auto Physical Damage - Covered Autos Symbol 7
$1,000,000 Catastrophe Limit

Transit
$1,000 Ded. per covered auto Specified Perils & Collision

		Spec. Perils	Collision	Combined
Total values:	$7,045,779			
Physical damage rate:		0.0091	0.0183	**0.0274**
Estimated Annual Physical Damage Premium:		$64,117	$128,938	**$193,055**

PPT / Service Unit
$500 Ded. per covered auto Specified Perils & Collision

		Spec. Perils	Collision	Combined
Total values:	$10,000			
Physical damage rate:		0.0325	0.0648	**0.0973**
Estimated Annual Physical Damage Premium:		$325	$648	**$973**

Total Estimated Annual Physical Damage Premium: **$194,028**

General Liability Coverages subject to a $0 Deductible Per Occurrence

$5,000,000	Each Occurrence Limit
$5,000,000	General Aggregate Limit
$5,000,000	Personal & Advertising Injury Limit
Excluded	Products/Completed Operations Limit
$100,000	Fire Damage Limit
$5,000	Medical Expense Limit

Estimated Annual GL Premium: **$1,997**

Coverage for certified acts of terrorism is included for a premium of $0.

Please see attached Form RIL 2133C (01/15) Policyholder Disclosure Notice of Terrorism Insurance Coverage.

Exclusions:
Absolute Pollution, Asbestos, Nuclear Energy, Employment-Related Practices, Products/Completed Operations, Abuse & Molestation.

ESTIMATED TOTAL PROPOSED PREMIUM: **$589,409**
Commission: 10.0%

Pricing is subject to confirmation of participation of data sharing through RLI's appointed data aggregator prior to binding.

**** Notice: All RLI policies contain an exclusion of Punitive Damages where permitted by law.**

Payment Terms:

Monthly Installments:

**** All state mandated fees and assessments must be paid in full at policy inception***

The installment plan selected for this proposal is: **Paid In Full**
Down Payment + Fees $ 589,409.00

DIRECT BILLED P1

If the installment option is selected, it is the insured's responsibility to notify RLI within thirty (30) days of ALL new equipment additions. Any equipment not reported could result in denial of a claim for any physical damage loss on that equipment.

*** IMPORTANT *** RLI offers its installment plans as a convenience for its customers and expects payments to be received on a timely basis. RLI will issue a Notice of Non Payment of Premium in accordance with applicable state laws if premium is not received by the installment date. Upon the issuance of the ***third*** non payment cancellation notice in the same policy period the Installment Option shall be withdrawn and any remaining premium balance must be paid in full in order to reinstate coverage. Only one NSF check per policy is permitted. All payments due after an NSF check will be made by cashier's check or wire transfer.

Premium Paid in Full:
Premium due in full prior to binding coverage

Premium Financed:
Down payment = 20% of estimated annual premium due prior to binding coverage. Balance of premium due within twelve (12) days of inception. **Please Note** - Cancel requests & Reinstatement notices from the finance company must be sent to our Atlanta address: ***3565 Piedmont Road NE, Building 1, Suite 300, Atlanta, GA 30305*** in order to avoid delays in processing.

*** Down payment checks must be made payable to RLI Transportation. Checks made payable to agency are not acceptable.**

We have included a "**One Time Payment Authorization - Authorization Agreement for Pre-Authorized Payments (Debits)**" on the last page of this proposal. The purpose of this form is essentially to pay by faxed check, thus avoiding having to rush the original check to us in order to have filings processed. You simply complete this form and fax it back to us with the written request to bind, and the down payment/escrow and cash collateral check made payable to RLI. With receipt of the completed "One Time Payment Authorization - Authorization Agreement for Pre-Authorized Payments (Debits)**",** a faxed copy of the check, and bind orders, we can issue policy numbers and filings immediately.

**** All payments, including the down payment must be remitted to the appropriate address below:**

Regular Mail :	RLI Insurance Wholesale Dept. 3300 PO Box 779018 Chicago, IL 60677-9018	**Overnight :**	PNC Bank c/o RLI Insurance Wholesale Dept. 3300 Lockbox #779018 350 E. Devon Ave Itasca, IL 60143-1249

Quote Conditions

- ***Down payment must be received prior to binding.***
- Subject to receipt of ***signed RLI application(s)*** *consistent with options bound.*
- Subject to receipt of ***signed, original UM / UIM / PIP selection/rejection forms*** consistent with options bound.
- Subject to a valid vehicle inspection for VIN 15GGD271521073612 prior to binding coverage.
- Subject to updated driver information that was provided in quote email prior to binding coverage.
- Samsara credit is subject to the receipt of signed RLI Customer Data Agreeement binding.
- Subject to Samsara hardware fully installed within 60 days of binding.
- Any failure to utilize equipment as designed or failure to cooperate with Loss Control in utilization of equipment could result in cancelation of the policy.
- Failure to comply with any of the above will result in cancelation due to non-compliance of binding conditions.

Please review this proposal carefully. Our proposal may not conform to all requested specifications.
Only the coverages, limits, and terms and conditions articulated above are included in our proposal.

This proposal is valid only until the policy effective date noted above. Should you have any questions, please contact me at my office to discuss. Thank you for this opportunity to be of service. Good luck with your presentation.

Sincerely,

Mikaela Monteith
Underwriter
RLI Transportation
440-746-0999 x1805
Mikaela.Monteith@rlicorp.com
DIFFERENT WORKS

OXFORD POLICE DEPARTMENT

Chief of Police
Jeff McCutchen

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT

In accordance with City of Oxford Municipal Code, 2008-12, The City of Oxford Police Department does hereby grant the petitioner, permission to hold speaking event on the following date(s), time(s), and location:

102-640. - Fees.

A nonrefundable fee of $25.00 to cover administrative costs of processing the permit shall be paid to the City of Oxford by the applicant when the application is filed.

Name of Applicant: Brady Craig

Address: 114 Quiet Pine Circle Oxford, MS, 38655

Telephone: 901-605-6266

Name of Organization: Ole Miss Athletics

Address: 908 All-American Drive University, MS 38677

Telephone: 662-832-1657

Organization Director: Brady Craig

Telephone: 901-605-6266

On Site Contact Person: Danielle Ramos

Name: Danielle Ramos

Telephone: 662-832-5817

Requested Date(s): September 22, 2025

Requested Time(s): 4:00 - 7:00 PM

Requested Location(s): Top of Parking Garage by the Square

Type of Event: Photoshoot/ Video Shoot for WBB Team

Designation of any Public Facilities and / or Equipment to be utilized:

Safety cones to block off top of parking garage so people don't access that area.

Detailed Route Information, Start to Finish:

N/A

Spacing Intervals to be maintained between units of such parade or assembly: N/A

Area/Width of Street, Sidewalk, or Public Area to be used by event: N/A

Expected Number of Participants and/or vehicles, animals, etc.: 25 + two vehicles

Number of expected Spectators: None

Assembly Point and time of Participants: 4:00 - 7:00 PM

Description of any type of recording equipment, signs, banners, attention getting devices to be used for the event:

1 remotely operated aerial drone, 2 cameras capturing video content (large shoulder mounted cinema style cameras / possibly smaller Sony Ronin mounted cameras), 2 photo cameras

Special Detail Instructions:

We are putting together a Meet the Team video for Ole Miss Women's Basketball

Brady Craig	8/26/25	1:39 P
Applicant	Date	Time

Permit Approved By:

Chief of Police	Date	Time

Copies To:

- ☐ ***Mayor***
- ☐ ***City Attorney***
- ☐ ***Fire Chief***
- ☐ ***City Engineer***
- ☐ ***Other***

Attachments:

OXFORD
PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Alderman
From: James Hirsch; Planner I
Date: September 16, 2025
RE: Request approval of a Final Plat for Case #3260, MFM Developments (JW McCurdy) for 'Colonnade Crossing Subdivision, Phase 5', for property located at Claremont Avenue (PPIN #4563)

This case concerns approximately +/- 21.12 acres in Colonnade Crossing, between Claremont Avenue, Ferndale Boulevard, and Hurricane Lane. This request is a final plat for a single-lot subdivision. The proposed lot complies with the dimensional requirements of the Suburban Corridor District. The preliminary plat for this site was approved in June 2020 (Case #2630), and the Planning Commission also approved a site plan (Case #3265) for the 'Trinitas' development at the September 2025 meeting.

The Planning Commission considered and unanimously recommended this item for approval via the consent agenda at its September 8, 2025 meeting, with the three conditions listed in the staff report.

Recommendation: Staff and the Planning Commission recommend approval of the requested Final Plat for 'Colonnade Crossing Subdivision, Phase 5' with the following conditions:

1. Approval is for the plat as submitted subject to necessary technical revisions per the Site Plan Review Committee.

2. Approval of the Final Plat for 'Colonnade Crossing Subdivision, Phase 5' by the Mayor and Board of Aldermen.

3. A copy of the stamped and recorded covenants to be provided prior to the issuance of any certificates of occupancy.

OXFORD
PLANNING
DEPARTMENT

Case 3260

To: Oxford Planning Commission
From: James Hirsch; Planner I
Date: September 8, 2025

Applicant: MFM Development (JW McCurdy)
Owner: Same
Request: Final Plat for 'Colonnade Crossing Subdivision, Phase 5'
Location: Claremont Road (PPIN #4563)
Zoning: (SCO) Suburban Corridor

Surrounding Zoning:
North & West: (NR) Neighborhood Residential
East: (SCO) Suburban Corridor
South: (TNB) Traditional Neighborhood Business

Case History: Case #2630 – Preliminary Plat Approval – June 2020
Case #3221 – Special Exception, First Floor Residential – May 2025
Variance, Front Build-to Line Maximum
Variance, Retaining Wall Maximum Height

Planning Comments: The subject property measures +/-21.12 acres located to the north of Highway 30 in Colonnade Crossing, between Claremont Ave, Ferndale Blvd, and Hurricane Lane. The applicant is requesting a single-lot subdivision, to coincide with the 'Trinitas' site plan which is the subject of Case #3265. The proposed lot complies with the dimensional requirements of SCO.

Recommendation: Staff recommends approval of the requested Final Plat for 'Colonnade Crossing Subdivision, Phase 5', with the following conditions:

1. Approval is for the plat as submitted subject to necessary technical revisions per the Site Plan Review Committee (Planning).

2. Approval of the Final Plat for 'Colonnade Crossing Subdivision, Phase 5' by the Mayor and Board of Aldermen (Planning).

3. A copy of the stamped and recorded covenants to be provided prior to the issuance of any certificates of occupancy (Planning).

Colonnade Crossing Subdivision - Phase 5 (Final Plat)

PROJECT NARRATIVE

The subject property is generally located in the northern part of Oxford. The property is more specifically located north of MS Hwy 30 (Molly Barr Road) and west of MS Hwy 7 and east of White Oak Lane in Colonnade Crossing Subdivision. The final plat contains one lot (Lot 14) and is Phase 5 of Colonnade Crossing Subdivision. The subject lot is 21.12 acres in size is zoned Suburban Corridor District (SCO).

The property is bound on three sides by public streets, which makes the property unique in that it has three public road frontages. The property is bound to the south by Claremont Avenue (48' ROW and platted in Phase 3 of Colonnade Crossing Subdivision); to the east by Ferndale Boulevard (48' ROW and platted in Phase 3 of Colonnade Crossing Subdivision); to the west by Hurricane Lane (Variable width ROW). There is also one single-family lot located to the north and four properties occupied by single-family homes located adjacent to and in the southeast corner of property.

Currently the only remaining infrastructure to be completed is the public sidewalk that is located adjacent to this lot and along the west side of Ferndale Boulevard. The roads adjacent to this lot and associated infrastructure that were constructed during Phase 1 of Colonnade Crossing subdivision (but not accepted as public ROW) will be inspected and any items remaining incomplete or not in compliance with the City's standards and/or Colonnade Crossing Subdivision approved plans, will be required to be improved and brought into compliance prior to the acceptance of the public infrastructure/ROWs. Since all the infrastructure and public rights of ways adjacent to this property were previously platted, this final plat will not require the completion of any infrastructure or dedication of any right of way to the City of Oxford.

PRELIMINARY

Colonnade Crossing Subdivision, Phase 5

1 Lot Commercial Subdivision

+/- 21.12 Acres

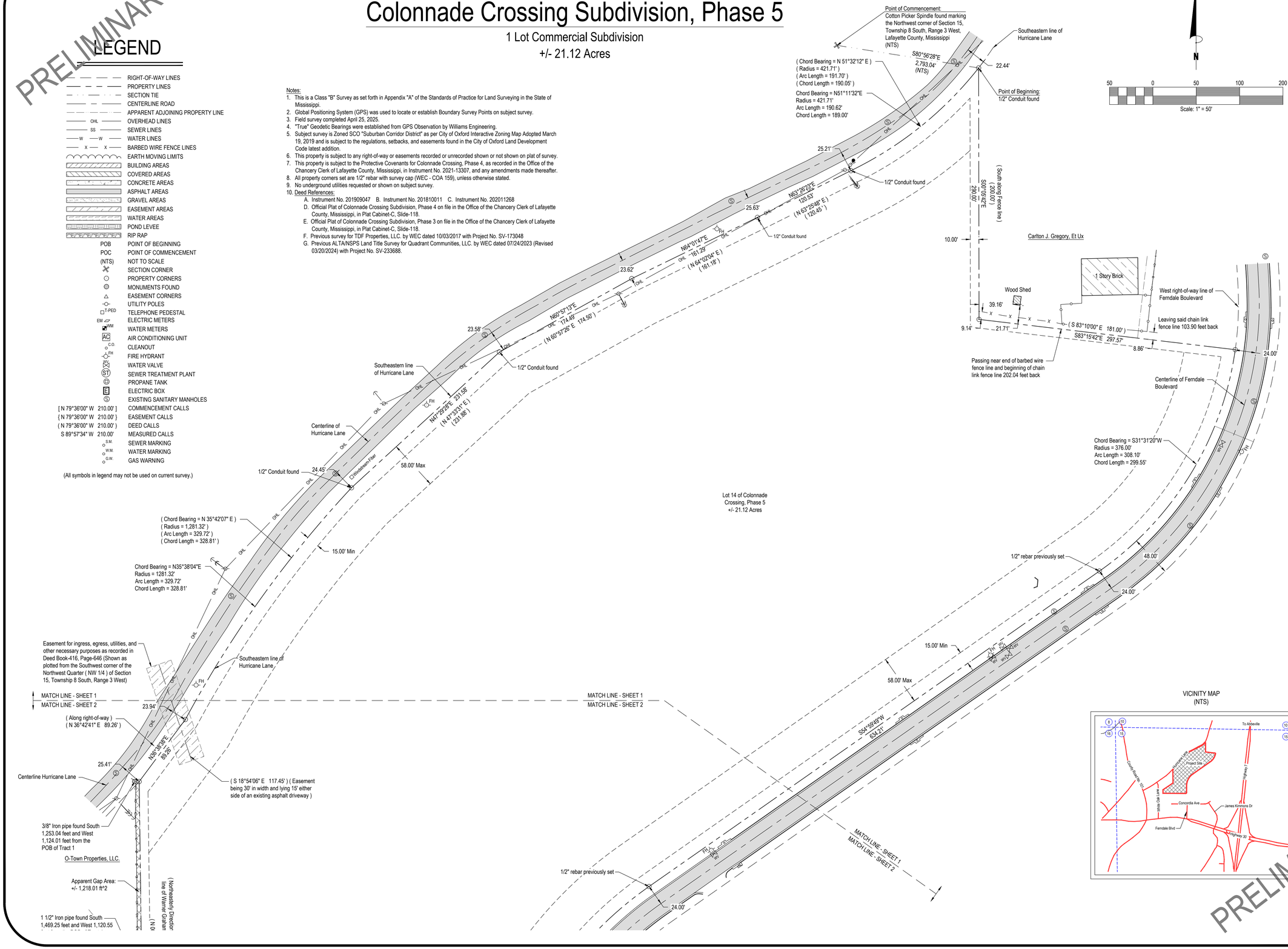
LEGEND

	RIGHT-OF-WAY LINES
	PROPERTY LINES
	SECTION TIE
	CENTERLINE ROAD
	APPARENT ADJOINING PROPERTY LINE
OHL	OVERHEAD LINES
SS	SEWER LINES
W W	WATER LINES
X X	BARBED WIRE FENCE LINES
	EARTH MOVING LIMITS
	BUILDING AREAS
	COVERED AREAS
	CONCRETE AREAS
	ASPHALT AREAS
	GRAVEL AREAS
	EASEMENT AREAS
	WATER AREAS
	POND LEVEE
	RIP RAP
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
(NTS)	NOT TO SCALE
	SECTION CORNER
	PROPERTY CORNERS
	MONUMENTS FOUND
	EASEMENT CORNERS
	UTILITY POLES
T-PED	TELEPHONE PEDESTAL
EM	ELECTRIC METERS
WM	WATER METERS
AC	AIR CONDITIONING UNIT
C.O.	CLEANOUT
FH	FIRE HYDRANT
WV	WATER VALVE
ST	SEWER TREATMENT PLANT
	PROPANE TANK
E	ELECTRIC BOX
S	EXISTING SANITARY MANHOLES
[N 79°36'00" W 210.00']	COMMENCEMENT CALLS
{ N 79°36'00" W 210.00' }	EASEMENT CALLS
(N 79°36'00" W 210.00')	DEED CALLS
S 89°57'34" W 210.00'	MEASURED CALLS
S.M.	SEWER MARKING
W.M.	WATER MARKING
G.W.	GAS WARNING

(All symbols in legend may not be used on current survey.)

Notes:

1. This is a Class "B" Survey as set forth in Appendix "A" of the Standards of Practice for Land Surveying in the State of Mississippi.
2. Global Positioning System (GPS) was used to locate or establish Boundary Survey Points on subject survey.
3. Field survey completed April 25, 2025.
4. "True" Geodetic Bearings were established from GPS Observation by Williams Engineering.
5. Subject survey is Zoned SCO "Suburban Corridor District" as per City of Oxford Interactive Zoning Map Adopted March 19, 2019 and is subject to the regulations, setbacks, and easements found in the City of Oxford Land Development Code latest addition.
6. This property is subject to any right-of-way or easements recorded or unrecorded shown or not shown on plat of survey.
7. This property is subject to the Protective Covenants for Colonnade Crossing, Phase 4, as recorded in the Office of the Chancery Clerk of Lafayette County, Mississippi, in Instrument No. 2021-13307, and any amendments made thereafter.
8. All property corners set are 1/2" rebar with survey cap (WEC - COA 159), unless otherwise stated.
9. No underground utilities requested or shown on subject survey.
10. Deed References:
    - A. Instrument No. 201909047 B. Instrument No. 201810011 C. Instrument No. 202011268
    - D. Official Plat of Colonnade Crossing Subdivision, Phase 4 on file in the Office of the Chancery Clerk of Lafayette County, Mississippi, in Plat Cabinet-C, Slide-118.
    - E. Official Plat of Colonnade Crossing Subdivision, Phase 3 on file in the Office of the Chancery Clerk of Lafayette County, Mississippi, in Plat Cabinet-C, Slide-118.
    - F. Previous survey for TDF Properties, LLC. by WEC dated 10/03/2017 with Project No. SV-173048
    - G. Previous ALTA/NSPS Land Title Survey for Quadrant Communities, LLC. by WEC dated 07/24/2023 (Revised 03/20/2024) with Project No. SV-233688.



WILLIAMS ENGINEERING CONSULTANTS, INC.
Professional Engineers | Professional Land Surveyors
720 NORTH LAMAR BOULEVARD, SUITE A
P.O. BOX 1197 OXFORD, MISSISSIPPI 38655
662.236.9675

Subdivision Plat:
Lot 14 of Colonnade Crossing Subdivision, Phase 5
A tract of land being a fraction of the North Half
(N 1/2) of Section 15, Township 8 South, Range 3 West,
City of Oxford, Lafayette County, Mississippi

REVISION	DATE

Scale:	1" = 50'
Date:	07/14/2025
File:	SV-244080 (Colonnade Lot 18 ALTA)\Colonnade Lot 18 ALTA.dwg
Proj.No.:	SV-244080
Drawn By:	JBM
Checked By:	RSD

Sheet Title:

Subdivision Plat

Sheet No.:

1 of 3

PRELIMINARY

Colonnade Crossing Subdivision, Phase 5

1 Lot Commercial Subdivision

+/- 21.12 Acres

N

50 0 50 100 200

Scale: 1" = 50'

LEGEND

- RIGHT-OF-WAY LINES
- PROPERTY LINES
- SECTION TIE
- CENTERLINE ROAD
- APPARENT ADJOINING PROPERTY LINE
- OHL — OVERHEAD LINES
- SS — SEWER LINES
- W — W — WATER LINES
- X — X — BARBED WIRE FENCE LINES
- EARTH MOVING LIMITS
- BUILDING AREAS
- COVERED AREAS
- CONCRETE AREAS
- ASPHALT AREAS
- GRAVEL AREAS
- EASEMENT AREAS
- WATER AREAS
- POND LEVEE
- RIP RAP

POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
(NTS)	NOT TO SCALE
	SECTION CORNER
	PROPERTY CORNERS
	MONUMENTS FOUND
	EASEMENT CORNERS
	UTILITY POLES
T-PED	TELEPHONE PEDESTAL
EM	ELECTRIC METERS
WM	WATER METERS
AC	AIR CONDITIONING UNIT
C.O.	CLEANOUT
FH	FIRE HYDRANT
WV	WATER VALVE
ST	SEWER TREATMENT PLANT
	PROPANE TANK
E	ELECTRIC BOX
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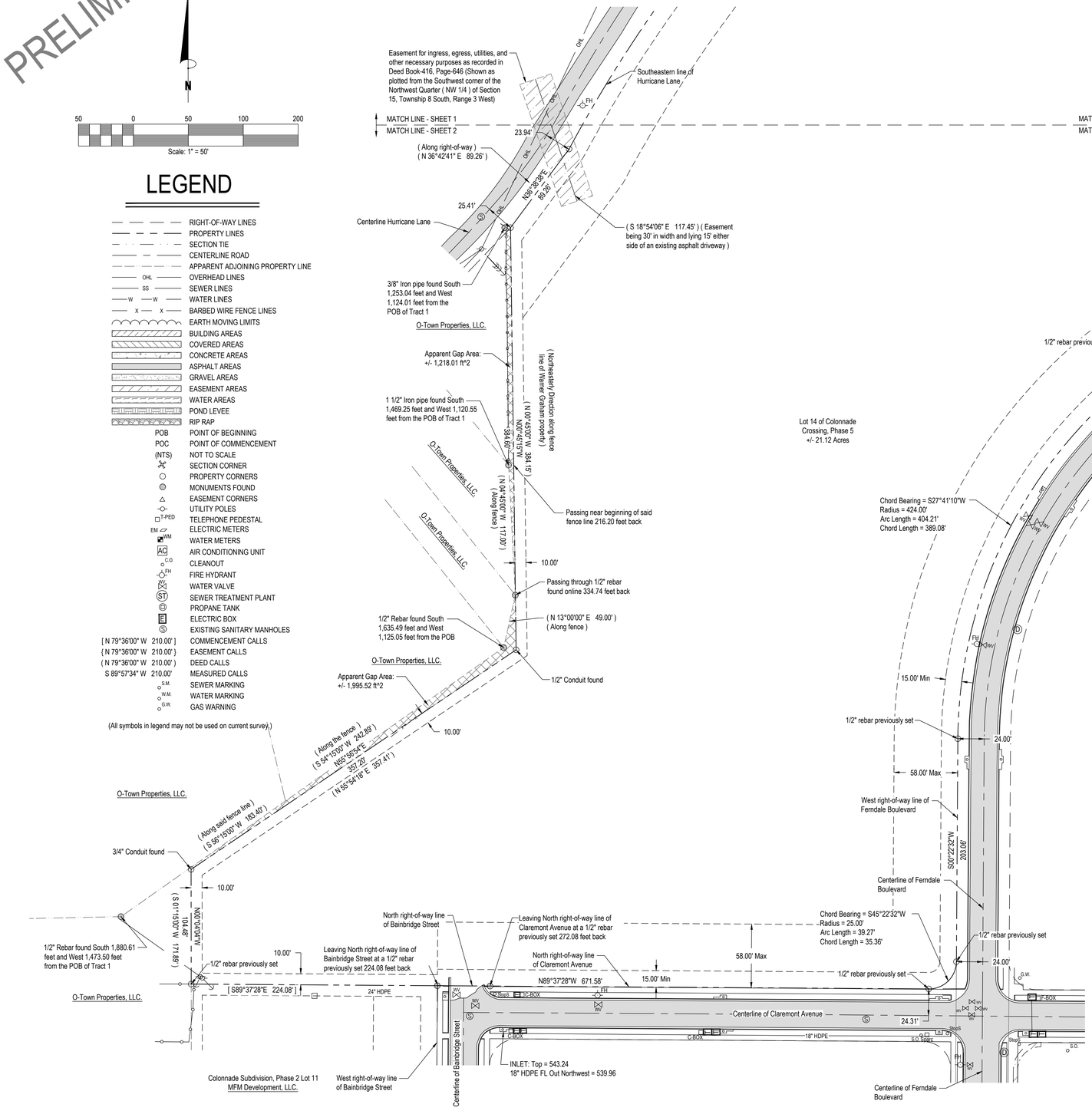
S 89°57'34" W 210.00'	MEASURED CALLS
S.M.	SEWER MARKING
W.M.	WATER MARKING
G.W.	GAS WARNING

(All symbols in legend may not be used on current survey.)



Description: A tract of land being Lot 14 of Colonnade Crossing, Phase 5 and also being a fraction of North Half (N 1/2) of Section 15, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi; being described in more detail as follows:

Commencing at a cotton picker spindle found marking the Northwest corner of Section 15, Township 8 South, Range 3 West, Lafayette County, Mississippi ; run thence S 80°56'28" E for a distance of 2,793.04 feet to a 1/2" conduit found on the Southeastern line of Hurricane Lane and on the West line of the East Half (E 1/2) of Section 15, said rebar being the Point of Beginning of this description; run thence S 00° 05' 42" E leaving said southeastern line and along said West line for a distance of 290.00 feet to a 1/2" rebar set near a barbed wire fence line; run thence S 83° 15' 42" E leaving said West Section line and continuing partially near said barbed wire fence line and partially near a chain link fence line for a distance of 297.57 feet to a 1/2" rebar set on the West right-of-way line of Ferndale Boulevard (24.00 feet from centerline), passing near end of barbed wire fence line and near beginning of said chain link fence line 202.04 feet back and leaving said chain link fence line 103.90 feet back, said rebar also being at the beginning of a circular curve to the right; run thence along said West right-of-way line as follows: along said curve having an arc length of 308.10 feet, a chord bearing of S 31° 31' 20" W, a chord length of 299.55 feet, and a radius of 376.00 feet to a 1/2" rebar previously set (24.00 from centerline); run thence S 54° 59' 49" W for a distance of 634.21 feet to a 1/2" rebar previously set (24.00 from centerline) at the beginning of a circular curve to the left; run thence along said curve having an arc length of 404.21 feet, a chord bearing of S 27° 41' 10" W, a chord length of 389.08 feet, and a radius of 424.00 feet to a 1/2" rebar previously set (24.00 from centerline); run thence S 00° 22' 32" W for a distance of 203.06 feet to a 1/2" rebar previously set at the beginning of a circular curve to the right (24.00 from centerline Ferndale Boulevard); run thence leaving said West right-of-way line and along said curve having an arc length of 39.27 feet, a chord bearing of S 45° 22' 32" W, a chord length of 35.36 feet, and a radius of 25.00 feet to a 1/2" rebar previously set on the North right-of-way line of Claremont Ave (24.31 feet from centerline Claremont Avenue); run thence N 89° 37' 28" W partially along the North right-of-way lines of Claremont Avenue and Bainbridge Street for a distance of 671.58 feet to a 1/2" rebar previously set, leaving said North right-of-way line of Claremont at a 1/2" rebar previously set 272.08 feet back and leaving said North right-of-way line of Bainbridge Street at a 1/2" rebar previously set 224.08 feet back; run thence N 00° 04' 04" W for a distance of 104.48 feet to a 3/4" conduit found; run thence N 55° 56' 54" E for a distance of 357.20 feet to a 1/2" conduit found; run thence N 00° 45' 15" W partially near the East side of a wire mesh fence line for a distance of 384.60 feet to a 1/2" rebar set on the aforementioned Southeastern line of Hurricane Lane (25.41 feet from centerline), passing near beginning of said fence line 216.20 feet back and passing through 1/2" rebar found online 334.74 feet back; run thence along said Southeastern line as follows: N 36° 38' 38" E leaving said fence line for a distance of 89.26 feet to a 1/2" rebar set (23.94 feet from centerline) at the beginning of a circular curve to the right; run thence along said curve having a chord bearing of N 35° 38' 04" E a radius of 1,281.32 feet an arc length of 329.72 feet and a chord length of 328.81 feet to a 1/2" conduit found (24.45 feet from centerline); run thence N 47° 29' 28" E for a distance of 231.58 feet to a 1/2" conduit found (23.58 feet from centerline); run thence N 60° 57' 13" E for a distance of 174.49 feet to a 1/2" rebar set (23.62 feet from centerline); run thence N 64° 01' 47" E for a distance of 161.29 feet to a 1/2" conduit found (25.63 feet from centerline); run thence N 63° 26' 23" E for a distance of 120.53 feet to a 1/2" conduit found (25.21 feet from centerline) at the beginning of a circular curve to the left; run thence along said curve having a chord bearing of N 51° 11' 32" E a radius of 421.71 feet an arc length of 190.62 feet and a chord length of 189.00 feet to the Point of Beginning of the herein described tract of land. Said tract contains 21.12 acres, more or less.

"True" Geodetic Bearings were established from GPS Observation by Williams Engineering Consultants, Inc. (662-236-9675) All property corners set are 1/2" rebar with survey cap (WEC - COA 159).

Date: July 14, 2025

Richard S. Daniels, PLS No. 02922

PRELIMINARY

WILLIAMS ENGINEERING CONSULTANTS, INC.
Professional Engineers | Professional Land Surveyors
720 NORTH LAMAR BOULEVARD, SUITE A
P.O. BOX 1197 OXFORD, MISSISSIPPI 38655
662.236.9675

Subdivision Plat:
Lot 14 of Colonnade Crossing Subdivision, Phase 5
A tract of land being a fraction of the North Half
(N 1/2) of Section 15, Township 8 South, Range 3 West,
City of Oxford, Lafayette County, Mississippi

REVISION	DATE

Scale:	1" = 50'
Date:	07/14/2025
File:	SV-244080 (Colonnade Lot 18 ALTA)\Colonnade Lot 18 ALTA.dwg
Proj.No.:	SV-244080
Drawn By:	JBM
Checked By:	RSD

Sheet Title:

Subdivision Plat

Sheet No.:

2 of 3

PRELIMINARY

Colonnade Crossing Subdivision, Phase 5

1 Lot Commercial Subdivision

+/- 21.12 Acres

MFM Development, LLC.
31 Hwy 328
Oxford, MS 38655

ENGINEERING NOTES:

1. ALL SIDEWALK DRIVE/STREET CROSSINGS SHALL MEET CURRENT ADA AND COUNTY REGULATIONS.
2. DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.
3. THERE IS A 5' UTILITY EASEMENT AROUND ALL FRONT AND SIDE PROPERTY LINES AND A 7.5' UTILITY EASEMENT ALONG ALL REAR PROPERTY LINES ON ALL LOTS UNLESS OTHERWISE NOTED.
4. OWNERS OF ALL LOTS SHALL BE SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS OF COLONNADE CROSSING SUBDIVISION OWNER'S ASSOCIATION, INC. AS RECORDED IN OFFICIAL RECORDS INST. #_____ OF THE PUBLIC RECORDS OF LAFAYETTE COUNTY, MISSISSIPPI.
5. ALL AREAS OF RIGHT-OF-WAY (R.O.W.) SHOWN HEREIN ARE PUBLIC.
6. ALL LOTS LOCATED WITHIN THIS SUBDIVISION ARE SUBJECT TO ADDITIONAL SUBDIVISION PER METES AND BOUNDS DESCRIPTIONS, PROVIDED THAT PARCELS CREATED BY THE SUBDIVISION CONFORM TO THE CITY OF OXFORD'S LAND DEVELOPMENT CODE FOR APPROPRIATE ZONING AND SITE PLAN REGULATIONS, AS APPLICABLE. BY THE ACCEPTANCE OF THE DEED TO ANY LOT OF THE SUBDIVISION, THE LOT OWNERS OF SAID LOTS SHALL ACKNOWLEDGE NOTICE OF AND HEREBY WAIVE ANY PRESENT OR FUTURE OBJECTIONS TO ANY FURTHER DEVELOPMENT PLANS OF OTHER LOTS LOCATED WITHIN THIS SUBDIVISION AND TO ANY AMENDMENTS THAT MAY BE REQUIRED TO THE FILED PLAT HEREIN AND/OR COVENANTS OF THE SUBDIVISION BY THE DEVELOPER FOR THE DEVELOPMENT OF SAID LOTS AS HEREIN SET OUT.
7. THE STORM WATER DETENTION SYSTEMS LOCATED ON COMMON OPEN SPACE (COS) C OF THIS SUBDIVISION SHALL BE OWNED AND MAINTAINED BY THE OWNER'S ASSOCIATION AND/OR BY THE PROPERTY OWNER(S) OF THE LOTS. IN THE EVENT ANY LOT BECOMES SUBDIVIDED INTO ADDITIONAL LOTS OR INDIVIDUAL SITE PLANS, SAID SITE PLANS CONFORMING TO THE CITY'S LAND DEVELOPMENT CODE, EACH PROPERTY OWNER SHALL OWN THEIR PRO RATA SHARE, BY AREA PERCENTAGE OF THEIR LOT, OF THE REGIONAL DETENTION SYSTEM. SUCH MAINTENANCE SHALL BE PERFORMED SO AS TO ENSURE THAT THE SYSTEM OPERATES IN ACCORDANCE WITH THE APPROVED PLAN ON FILE IN THE CITY ENGINEER'S OFFICE. SUCH MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO REMOVAL OF SEDIMENTATION, FALLEN OBJECTS, DEBRIS AND TRASH, MOWING, OUTLET CLEANING AND REPAIR OF DRAINAGE STRUCTURES. THE CITY SHALL HAVE A 'RIGHT OF ACCESS' TO USE THE DRIVES, PARKING AREAS AND YARDS OF THIS PROPERTY TO MAKE INSPECTIONS OF THE STORM WATER DETENTION FACILITY TO ENSURE THAT SAID MAINTENANCE HAS BEEN PROPERLY PERFORMED. IN THE EVENT THAT THE PROPERTY OWNER(S) HAVE NOT PROPERLY PERFORMED MAINTENANCE ON THE FACILITY, TO THE EXTENT THAT THE FACILITY POSES A THREAT TO PUBLIC HEALTH, SAFETY OR WELFARE, THE CITY SHALL RETAIN THE RIGHT TO PERFORM EMERGENCY REPAIRS TO THE FACILITY. THE COST OF ANY SUCH REPAIRS WILL REMAIN THE RESPONSIBILITY OF THE PROPERTY OWNER(S) AND MAY BE ADDED AS A LIEN ON THE NEXT YEAR'S TAX BILL.
8. THE STORMWATER DETENTION POND LOCATED ON (COS) C IS FOR REGIONAL DETENTION TO SERVE ALL LOTS OF ALL PHASES OF COLONNADE CROSSING SUBDIVISION.

STORMWATER MANAGEMENT NOTES:

1. For Lot 14 of Colonnade Crossing Subdivision, Phase 5, compliance with the City of Oxford's Stormwater Ordinance shall be achieve through the ownership, maintenance, and operation of the stormwater management facilities by the Owner's Association and/or by the Property Owner(s) of the lots within Colonnade Crossing Subdivision.
2. The common property area(s) and stormwater management facilities shall be owned and maintained by the Owners Association or Individual Lot owners. Each owner shall own and proportionate share, as stated on this Subdivision Plat, of the common property area(s) and stormwater management facilities.
3. 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) and stormwater management facilities shall not be severed from their interest in their property.
4. The City of Oxford maintenance of stormwater pipe or inlet structures is limited to that located within the City of Oxford's dedicated right-of-way or property owned by the City of Oxford.
5. All stormwater management facilities outside of the dedicated right-of-way shall be owned and maintained by the Owners Association or Individual Lot owners.

SEC 98-117 STATEMENTS:

1. All common property area(s) and stormwater management facilities (any infrastructure that controls or conveys stormwater runoff; i.e. pipes, ditches, swales) 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.
2. The stormwater management facilities shall be owned, repaired, inspected, and maintained pursuant to Section 98-117 of the City of Oxford Code of Ordinance latest edition and the proportion of such responsibilities to be allocated to each lot.
3. No lot owner's interest in the stormwater management facility may be severed from the interest in the lot and all successors in interest shall bear the full responsibilities of their predecessors.

OWNERS CERTIFICATE:

I, JW McCURDY, MANAGING MEMBER OF MFM DEVELOPMENT, LLC., AND AS OWNER OF THE PLATTED COLONNADE CROSSING SUBDIVISION, PHASE 5, CERTIFY THAT I DID CAUSE SAID LAND TO BE SUBDIVIDED AND PLATTED AS SHOWN ON THIS PLAT OF COLONNADE CROSSING SUBDIVISION, PHASE 5. I HEREBY DEDICATE THE RIGHT-OF-WAY AS SHOWN ON THIS PLAT TO THE CITY OF OXFORD FOR THE PUBLIC USE FOREVER. UTILITY EASEMENTS ARE 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 HIS OWN FREE WILL.

WITNESS MY HAND AND SIGNATURE THIS THE _____ DAY OF_____, 20_____.

SIGNED:_____
JW McCURDY
MANAGING MEMBER OF MFM DEVELOPMENT, LLC.

NOTARY'S CERTIFICATE

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THIS THE _____DAY OF _____, 20_____ WITHIN MY JURISDICTION, THE WITHIN NAMED JW McCURDY, MANAGING MEMBER OF MFM DEVELOPMENT, LLC., WHO ACKNOWLEDGED THAT HE IS THE OWNER OF THE PLATTED COLONNADE CROSSING SUBDIVISION, PHASE 5, AND THAT IN SAID REPRESENTATIVE CAPACITY, EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED TO DO SO.

MY COMMISSION EXPIRES

_____

_____
NOTARY PUBLIC

STATE OF MISSISSIPPI
KEN CHURCHILL KNIGHT
NOTARY PUBLIC
Lafayette County
Commission Expires
April 18, 2027
COMMISSION NUMBER 141919

MORTGAGEE'S CERTIFICATE:

I, BENJAMIN BURRELL, VICE PRESIDENT OF CADENCE BANK OF 201 SOUTH SPRING STREET TUPELO, MISSISSIPPI, MORTGAGEE OF THE PROPERTY HEREIN, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHT-OF-WAY AND THE UTILITY EASEMENTS AS SHOWN ON THIS SUBDIVISION PLAT TO THE CITY OF OXFORD AND LAFAYETTE COUNTY, MISSISSIPPI, FOR THE PUBLIC USE FOREVER. I CERTIFY THAT I AM THE MORTGAGEE IN 'FEE' SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE THIS THE _____DAY OF_____ 20_____.

SIGNED:_____
BENJAMIN BURRELL, VICE PRESIDENT
CADENCE BANK - CORPORATE BANKING DIVISION
201 SOUTH SPRING STREET - TUPELO, MISSISSIPPI

NOTARY'S CERTIFICATE:

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THIS THE _____DAY OF _____, 20_____ WITHIN MY JURISDICTION, THE WITHIN NAMED BENJAMIN BURRELL, WHO ACKNOWLEDGED THAT HE IS THE VICE PRESIDENT OF CADENCE BANK AT 201 SOUTH SPRING STREET, TUPELO, MISSISSIPPI, AND THAT IN SAID REPRESENTATIVE CAPACITY, EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED TO DO SO.

MY COMMISSION EXPIRES

_____

_____
NOTARY PUBLIC

STATE OF MISSISSIPPI
KEN CHURCHILL KNIGHT
NOTARY PUBLIC
Lafayette County
Commission Expires
April 18, 2027
COMMISSION NUMBER 141919

SURVEYORS CERTIFICATE:

THIS IS TO CERTIFY THAT I HAVE DRAWN SUBJECT PLAT FROM AN ACTUAL ON THE GROUND SURVEY AND FROM DEEDS OF RECORD AND THAT THE PLAT REPRESENTS THE INFORMATION AND THAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE: _____
SURVEYOR: RICHARD S. DANIELS, PLS NO. 02922

RICHARD S. DANIELS
REGISTERED PROFESSIONAL
LAND SURVEYOR
PLS-02922
STATE OF MISSISSIPPI

ENGINEERS CERTIFICATE:

I CERTIFY THAT COLONNADE CROSSING SUBDIVISION, PHASE 5 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.

DATE: _____
ENGINEER: JOHN J. GRANBERRY, PE NO. 18894

JOHN GRANBERRY
REGISTERED PROFESSIONAL
18894
ENGINEER
STATE OF MISSISSIPPI

CITY ENGINEER'S CERTIFICATE

I CERTIFY THAT _____ HAS COMPLIED WITH ONE OF THE FOLLOWING ALTERNATIVES FOR COLONNADE CROSSING SUBDIVISION, PHASE 5:

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,
CITY ENGINEER, CITY OF OXFORD

CITY OF OXFORD PLANNING COMMISSION APPROVAL:

CITY OF OXFORD
STATE OF MISSISSIPPI

APPROVED AND RECOMMENDED FOR ACCEPTANCE BY THE CITY OF OXFORD PLANNING COMMISSION, THIS THE_____DAY OF _____, 20_____.

SIGNED:_____
CHAIRMAN
CITY OF OXFORD PLANNING COMMISSION

CITY OF OXFORD BOARD OF ALDERMEN APPROVAL:

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_____.

SIGNED:_____
ROBYN TANNEHILL
MAYOR, CITY OF OXFORD

ATTEST:_____
CITY CLERK

FILING CERTIFICATION BY CHANCERY CLERK:

PERSONALLY APPEARED BEFORE ME, MIKE ROBERTS, CHANCERY CLERK, IN AND FOR LAFAYETTE COUNTY, MISSISSIPPI, _____, WHO EXECUTED THE ATTACHED OWNER'S CERTIFICATE THAT WAS SIGNED AND DELIVERED OF HIS OWN FREE ACT AND DEED.

WITNESS MY HAND AND SIGNATURE ON THIS, THE_____DAY OF _____, 20_____.

SIGNED:_____
MIKE ROBERTS, CHANCERY CLERK
COUNTY OF LAFAYETTE
STATE OF MISSISSIPPI

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 SIGNATURE ON THIS, THE_____DAY OF _____, 20_____.

SIGNED:_____
MIKE ROBERTS - CHANCERY CLERK

PRELIMINARY

WILLIAMS ENGINEERING CONSULTANTS, INC.
Professional Engineers | Professional Land Surveyors
720 NORTH LAMAR BOULEVARD, SUITE A
P.O. BOX 1197 OXFORD, MISSISSIPPI 38655
662.236.9675

Subdivision Plat:
Lot 14 of Colonnade Crossing Subdivision, Phase 5
A tract of land being a fraction of the North Half
(N 1/2) of Section 15, Township 8 South, Range 3 West,
City of Oxford, Lafayette County, Mississippi

REVISION	DATE

Scale:	1" = 50'
Date:	07/14/2025
File:	SV-244080 (Colonnade Lot 18 ALTA)\Colonnade Lot 18 ALTA.dwg
Proj.No.:	SV-244080
Drawn By:	JBM
Checked By:	RSD

Sheet Title:
Subdivision Plat

Sheet No.:
3 of 3

OXFORD
PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Alderman
From: James Hirsch; Planner I
Date: September 16, 2025
RE: Request approval of a Preliminary and Final Plat for Case #3261, Landmark Properties, LLC (Bryan Boyle) for 'Oxford Farms Subdivision, Phase 13', for property located at 2665 Oxford Way (PPIN #7984)

The subject property measures +/- 27.01 acres on the south side of Oxford Way, across from 'The Archive'. The applicant is requesting a single-lot subdivision plat in advance of consideration of a site plan, currently under review with staff. The proposed lot complies with the dimensional requirements of the underlying zoning (Suburban Multi-Family).

The Planning Commission considered and unanimously recommended this item for approval via the consent agenda at its September 8, 2025 meeting, with the four conditions listed in the staff report.

Recommendation: Staff and the Planning Commission recommend approval of the requested Preliminary and Final Plat for 'Oxford Farms Subdivision, Phase 13' with the following conditions:

1. Approval is for the plat as submitted subject to necessary technical revisions per the Site Plan Review Committee.

2. Approval of the Preliminary and Final Plat for 'Oxford Farms Subdivision, Phase 13' by the Mayor and Board of Aldermen.

3. A copy of the stamped and recorded covenants are required prior to the issuance of any certificates of occupancy.

4. All comments related to future site plan reviews of the captioned project must be addressed prior to issuance of land disturbance permits.

OXFORD
PLANNING
DEPARTMENT

Case 3261

To: Oxford Planning Commission
From: James Hirsch; Planner I
Date: September 8, 2025

Applicant: Landmark Properties, LLC (Bryan Boyles)
Owner: Andrew W. Callicutt Irrevocable Trust (Andy Callicutt)
Request: Preliminary and Final Plat for 'Oxford Farms Subdivision, Phase 13'
Location: 2665 Oxford Way (PPIN #7984)
Zoning: (SMF) Suburban Multi-Family & (NR) Neighborhood Residential

Surrounding Zoning:
North: (SMF) Suburban Multi Family
East: (NR) Neighborhood Residential
West: (SR) Suburban Residential
South: (R-1) Residential Low Density – in Lafayette County

Planning Comments: The subject property consists of +/- 27.01 acres on the south side of Oxford Way, across from 'The Archive'. The applicant is requesting a single-lot subdivision in advance of a site plan which is currently under review by Staff. The proposed lot complies with the dimensional requirements of Suburban Multi-Family. This proposal does not grant the applicant the ability to commence grading or construction.

Recommendation: Staff recommends approval of the requested Preliminary and Final Plat for 'Oxford Farms Subdivision, Phase 13', with the following conditions:

1. Approval is for the plat as submitted subject to necessary technical revisions per the Site Plan Review Committee (Planning).

2. Approval of the Preliminary and Final Plat for 'Oxford Farms, Phase 13' by the Mayor and Board of Aldermen (Planning).

3. A copy of the stamped and recorded covenants are required prior to the issuance of any certificates of occupancy (Planning).

4. All comments related to future site plan reviews of the captioned project must be addressed prior to issuance of land disturbance permits (Engineering).

THE STATION AT OXFORD
PROJECT NARRATIVE
OXFORD WAY

.

The Station at Oxford is a proposed multi-family residential development located on a 27.01-acre site along Oxford Way in the City of Oxford, Mississippi. Situated within the Suburban Multi-Family (SMF) zoning district, the project is designed to meet the increasing demand for high-quality, well-planned rental housing in a growing suburban setting.

The development will feature 269 residential units totaling 817 bedrooms across a combination of buildings tailored to meet the needs of students. The project incorporates 904 parking spaces—exceeding minimum parking requirements—to ensure convenient access for residents and visitors while maintaining an efficient site layout.

Buildings will be arranged with internal circulation roads, pedestrian walkways, and dedicated open space to promote connectivity and community. The architectural style will complement the surrounding area, and the design will comply fully with all applicable zoning regulations for building height, setbacks, density, and landscaping.

Access will be provided from Oxford Way, with interior streets and parking designed for safe and efficient traffic flow. Public infrastructure, including water and sewer service, will be extended to serve the site. Stormwater will be managed on-site through methods that comply with the City of Oxford and MDEQ standards, ensuring appropriate detention and water quality treatment.

The Station at Oxford supports the City's goals of expanding housing opportunities, promoting responsible growth, and preserving the character of surrounding neighborhoods. The development team is committed to delivering a thoughtfully planned community that provides long-term value to the City of Oxford and its residents.

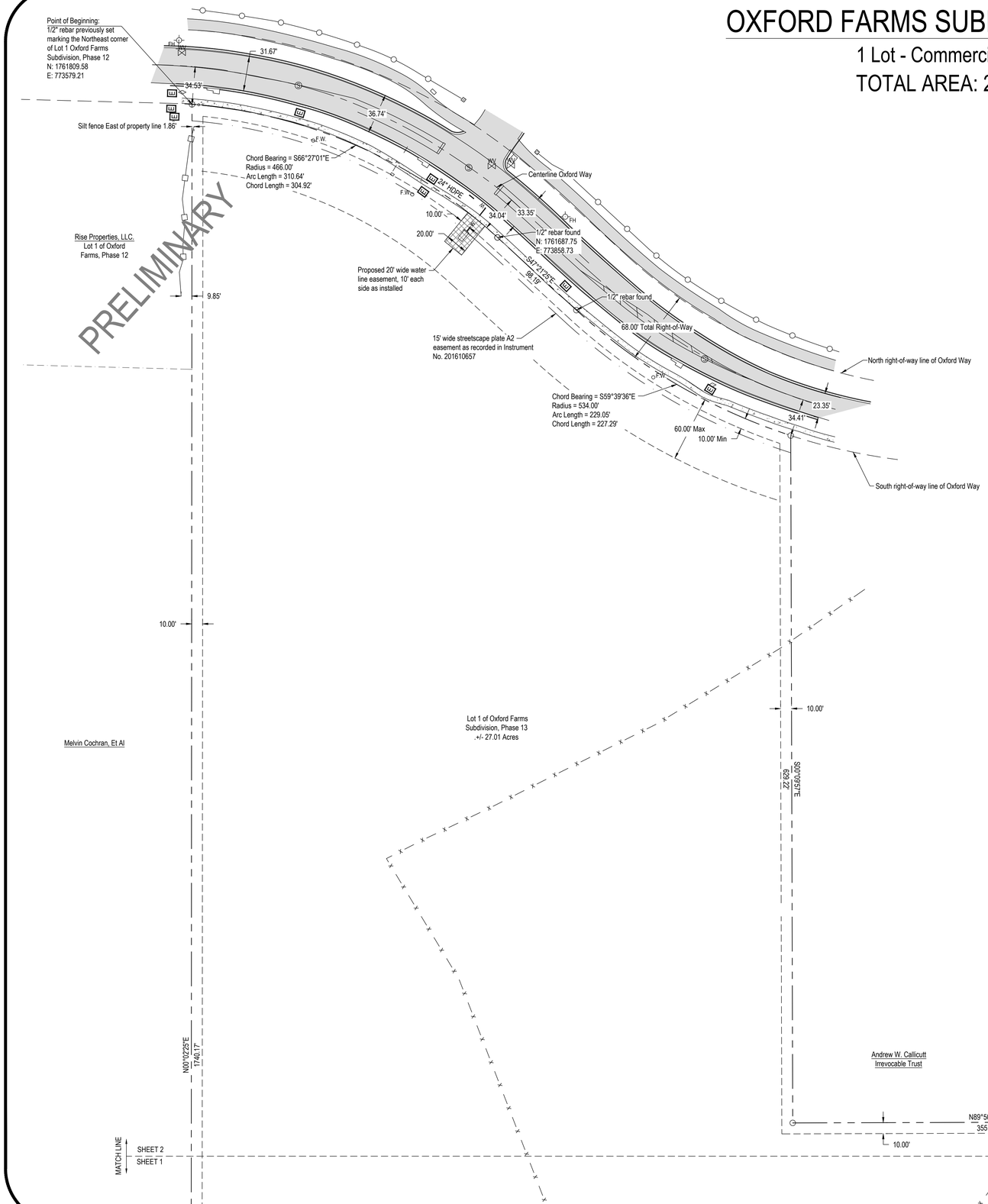
Sincerely,

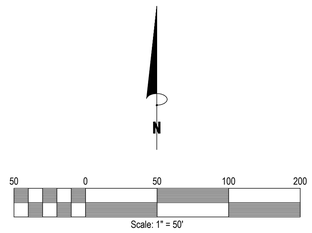
Joey Moore, P.E.
JM Engineering and Design, LLC
Oxford, MS 38655
662-801-8803

OXFORD FARMS SUBDIVISION, PHASE 13

1 Lot - Commercial Subdivision

TOTAL AREA: 27.01 ACRES





LEGEND

RIGHT OF WAY LINES		SECTION CORNER	
PROPERTY LINES		PROPERTY CORNERS	
SECTION TIE		MONUMENTS FOUND	
CENTERLINE ROAD		EASEMENT CORNERS	
APPARENT ADJOINING PROPERTY LINE		REFERENCE CORNERS	
BUILDING SETBACKS	BM-4	BENCHMARKS	
UTILITY EASEMENT LINES		CONCRETE CURB AND GUTTER	
OVERHEAD LINES	OHL	CURB INLET	
BARBED WIRE FENCE LINES	x x	UTILITY POLES	
TEMPORARY SILT FENCE		FIRE HYDRANT	FH
WOOD FENCE LINES		ELECTRIC BOX	E
PROPOSED WATER LINES	W W	EXISTING SANITARY MANHOLES	S
PROPOSED FEATURES		POINT OF BEGINNING	POB
PROPOSED FORCE MAIN	F.M.	POINT OF COMMENCEMENT	POC
CONCRETE AREAS	[N 79°36'00" W 210.00']	PLAT CALLS	
ASPHALT AREAS	(N 79°36'00" W 210.00')	DEED CALLS	
WATER AREAS	S 89°57'34" W 210.00'	MEASURED CALLS	
PROPOSED EASEMENT AREAS			

(All symbols in legend may not be used on current survey.)

Notes:
1. This is a Class "B" Survey as set forth in Appendix "A" of the Standards of Practice for Land Surveying in the State of Mississippi.
2. Global Positioning System (GPS) was used to locate or establish Boundary Survey Points on subject survey and points were derived by GCGC Real Time Network, NAD83(2011) CORS epoch 2010.00.
3. Field survey completed May 30, 2025.
4. All bearings are based on Mississippi East State Plane Coordinate System Grid North as determined by GPS Observations with a Convergence of (-0°2'37") and a scale factor of 1.00000081 calculated at The Point of Beginning.
5. 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' 50.93055"
   Long- 89° 31' 56.51634"
6. Subject survey is Zoned SMF "Suburban Multi Family" as per City of Oxford Interactive Zoning Map Adopted March 19, 2019 and is subject to the regulations, setbacks, and easements found in the City of Oxford Land Development Code latest addition.
7. This property is subject to any right-of-way or easements recorded or unrecorded shown or not shown on plat of survey.
8. All property corners set are 1/2" rebar with survey cap (WEC - COA 159), unless otherwise stated.
9. This property is subject to the "Declaration of Conditions, Covenants and Restrictions of Oxford Farms" as recorded in the Office of the Chancery Clerk of Lafayette County, Mississippi, recorded as Instrument No. 201502120, the First Amendment to said Covenants recorded as Instrument No. 201610657 and also the Amendment recorded as Instrument No. 202400190
10. No underground utilities requested or shown on subject survey.
11. Deed References:
    A. Deed Book-434, Page-153 B. Deed Book-522, Page-237 C. Instrument No. 201802171
    D. Instrument No. 201901966 E. Instrument No. 201505302 F. Instrument No. 201003101
    G. Instrument No. 20245125
    H. Official Plat of Oxford Farms Subdivision, Phase 12 on file in the Office of the Chancery Clerk of Lafayette County, Mississippi, in Plat Cabinet-C, Slide-65.

PRELIMINARY

WILLIAMS ENGINEERING CONSULTANTS, INC.
Professional Engineers | Professional Land Surveyors
720 NORTH LAMAR BOULEVARD, SUITE A
P.O. BOX 1197 OXFORD, MISSISSIPPI 38655
662.236.9675

Subdivision Plat:
Oxford Farms Subdivision, Phase 13
A tract of land being Lot 1 of Oxford Farms Subdivision, Phase 13 and also being a fraction of the Southeast Quarter (SE 1/4) of Section 32, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi

REVISION	DATE

Scale:	1"=50'
Date:	6/4/2025
File:	SV-254157 (Landmark Construction A,TA Oxford Way\LandmarkAlta Oxfordwp3.DWG
Proj.No.:	SV-254157
Drawn By:	JBM
Checked By:	RSD

Sheet Title:

Subdivision Plat

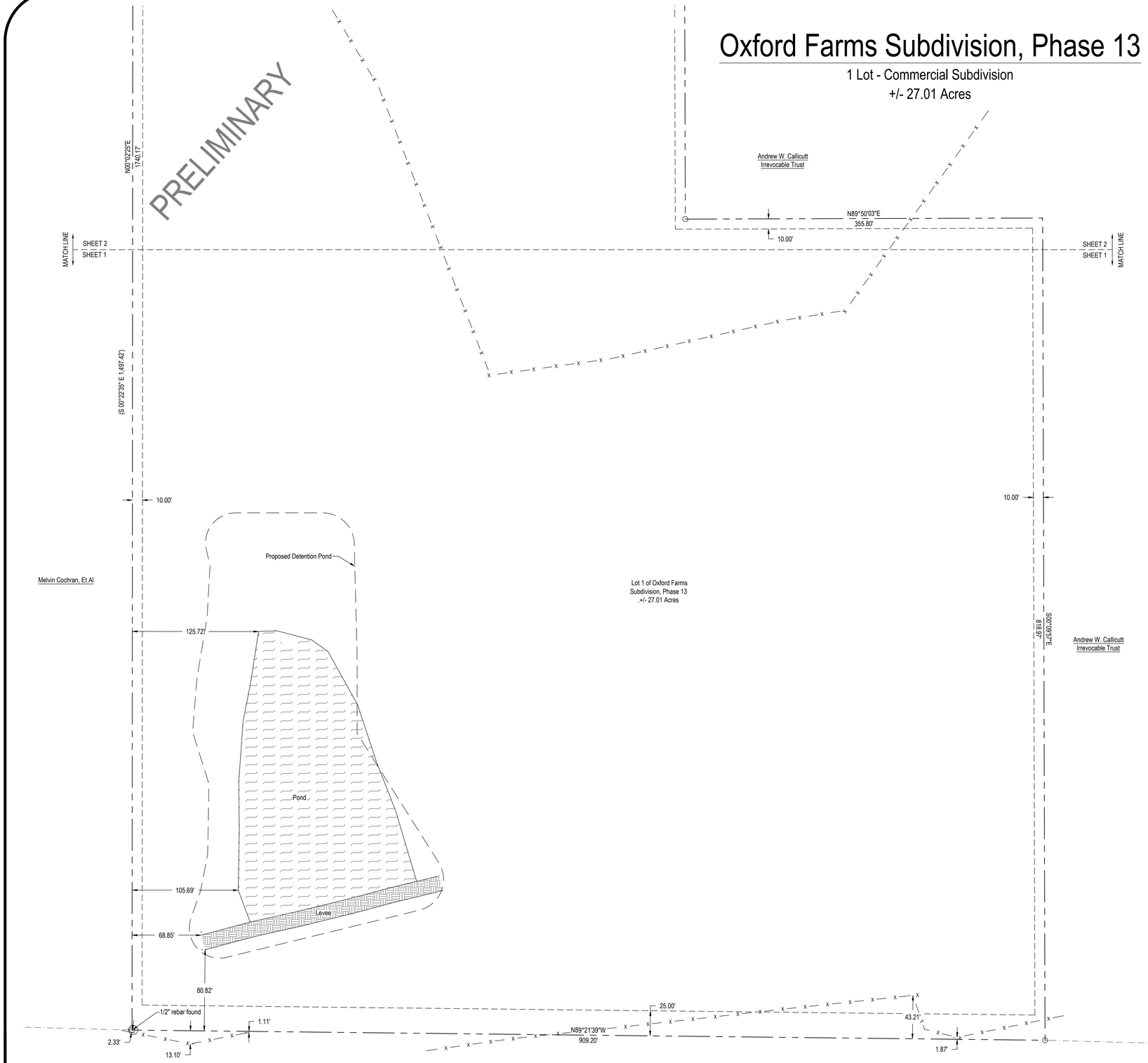
Sheet No.:

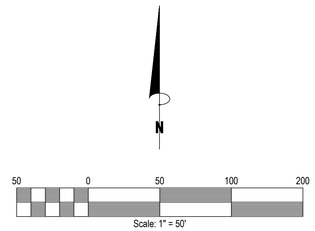
1 of 3

Oxford Farms Subdivision, Phase 13

1 Lot - Commercial Subdivision
+/- 27.01 Acres

PRELIMINARY





LEGEND

RIGHT OF WAY LINES		SECTION CORNER	
PROPERTY LINES		PROPERTY CORNERS	
SECTION TIE		MONUMENTS FOUND	
CENTERLINE ROAD		EASEMENT CORNERS	
APPARENT ADJOINING PROPERTY LINE		REFERENCE CORNERS	
BUILDING SETBACKS		BENCHMARKS	
UTILITY EASEMENT LINES		CONCRETE CURB AND GUTTER	
OHL — OVERHEAD LINES		CURB INLET	
X — X — BARBED WIRE FENCE LINES		UTILITY POLES	
TEMPORARY SILT FENCE		FIRE HYDRANT	
WOOD FENCE LINES		ELECTRIC BOX	
W — W — PROPOSED WATER LINES		EXISTING SANITARY MANHOLES	
PROPOSED FEATURES	POB	POINT OF BEGINNING	
FM — PROPOSED FORCE MAIN	POC	POINT OF COMMENCEMENT	
CONCRETE AREAS	[N 79°36'00" W 210.00']	PLAT CALLS	
ASPHALT AREAS	(N 79°36'00" W 210.00')	DEED CALLS	
WATER AREAS	S 89°57'34" W 210.00'	MEASURED CALLS	
PROPOSED EASEMENT AREAS			

Description: A tract of land being Lot 1 of Oxford Farms Subdivision, Phase 13 and also being a fraction of the Southeast Quarter (SE 1/4) of Section 32, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi; being described in more detail as follows:

Beginning at a 1/2" rebar previously set on the South right-of-way line of Oxford Way (34.53 feet from centerline) marking the Northeast corner of Lot 1 of Oxford Farms Subdivision, Phase 12, as recorded in Plat Cabinet- C, Slide- 65 in the office of the Chancery Clerk, Lafayette County, Mississippi, said rebar being further defined by Mississippi East State Plane Coordinate of N: 1761809.58 and E: 773579.21, said rebar also being at the beginning of a circular curve to the right; run thence along said right-of-way line as follows: along said curve having an arc length of 310.64 feet, a chord bearing of S 66° 27' 01" E, a chord length of 304.92 feet, and a radius of 466.00 feet to a 1/2" rebar previously set (34.04 feet from centerline), said rebar being further defined by Mississippi East State Plane Coordinate of N: 1761687.75 and E: 773858.73; run thence S 47° 21' 25" E for a distance of 98.19 feet to a 1/2" rebar previously set (34.53 feet from centerline) at the beginning of a circular curve to the left; run thence along said curve having an arc length of 229.05 feet, a chord bearing of S 59° 39' 36" E, a chord length of 227.29 feet, and a radius of 534.00 feet to a 1/2" rebar set (34.41 feet from centerline); run thence S 00° 09' 57" E leaving said right-of-way line for a distance of 629.22 feet to a 1/2" rebar set; run thence N 89° 50' 03" E for a distance of 355.80 feet to a 1/2" rebar set; run thence S 00° 09' 57" E for a distance of 818.97 feet to a 1/2" rebar set on the South line of Sec 32; run thence N 89° 21' 39" W along said South line for a distance of 909.20 feet to a 1/2" rebar found; run thence N 00° 02' 25" E leaving said South line for a distance of 1,740.17 feet to the Point of Beginning of the herein described tract of land. Said tract contains 27.01 acres, more or less.

The above description is based on Mississippi East State Plane Coordinate System Grid North as determined by GPS Observations with a Convergence of (-0°23'37") and a scale factor of 1.00000081 calculated at The Point of Beginning. Horizontal Datum based on NAD 83(2011) and Vertical Datum based on NAVD 88 as posted on station: GCGC Real Time Network, CORS- This is a GPS Continuously Operating Reference Station, Designation- Oxford CORS ARP, MSOX, PID - DK6714, Lat- 34° 21' 50.93056", Long- 89° 31' 56.51634". All property corners set are 1/2" rebar with survey cap (WEC - COA 159). This Description was prepared by Williams Engineering Consultants, Inc. (662-236-9675)

Date: May 27, 2025

Richard S. Darrington, PLS No. 02922

PRELIMINARY

1/2" Rebar found marking the Southeast Corner of Section 32, Township 8 South, Range 3 West, and located South 1,755.84 feet and East 1,403.20 feet from the POB

WILLIAMS ENGINEERING CONSULTANTS, INC.
Professional Engineers | Professional Land Surveyors

720 NORTH LAMAR BOULEVARD, SUITE A
P.O. BOX 1197 OXFORD, MISSISSIPPI 38655
662.236.9675

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Subdivision Plat

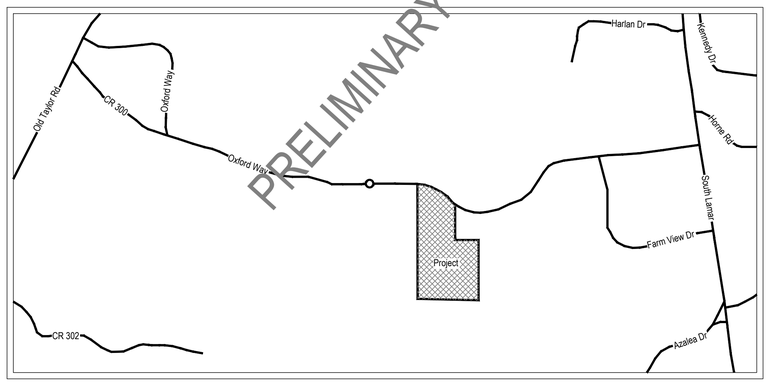
Sheet No.:

2 of 3

Oxford Farms Subdivision, Phase 13

1 Lot - Commercial Subdivision

+/- 27.01 Acres



Vicinity Map
(NTS)

STORMWATER MANAGEMENT NOTES:

1. For Lot 1 Oxford Farms Phase 13, compliance with the City of Oxford's Stormwater Ordinance shall be achieve through the ownership, operation, and maintenance of a regional stormwater management facility located on Lot 1 Oxford Farms Phase 13.

2. 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) and stormwater management facilities shall not be severed from their interest in their property. The common property area and stormwater management facility's 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 Detention Pond may not be altered to change the amount of detention at any time without written approval from the City of Oxford Engineering Department

SEC 98-117 STATEMENTS:

1. The stormwater management facilities are considered common elements.
2. An owner's interest in the stormwater management facilities shall not be severed from their interest in their unit.
3. The City of Oxford does not own stormwater management facilities and is not responsible for maintaining them. However, if the Association does not maintain them, the City of Oxford may, at its sole discretion, maintain and repair them and add the cost of such a lien to the tax parcel affected.
4. Common elements used for stormwater management facilities shall be maintained in perpetuity and cannot be developed for any other use unless the City of Oxford has approved such use.

OWNERS CERTIFICATE (DEVELOPER):

I, ANDREW W. CALLICUTT, MANAGING MEMBER OF ANDREW W. CALLICUTT IREVOCABLE TRUST, OWNER OF THE TRACT OF LAND HEREIN DESCRIBED, CERTIFY THAT I DID CAUSE SAID LAND TO BE SUBDIVIDED AND PLATTED AS SHOWN ON THIS PLAT OF OXFORD FARMS SUBDIVISION, PHASE 13. UTILITY EASEMENTS ARE 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 HIS OWN FREE WILL.

WITNESS MY HAND AND SIGNATURE THIS THE _____ DAY OF _____, 20____.

SIGNED:_____
ANDREW W. CALLICUTT
MANAGING MEMBER OF ANDREW W. CALLICUTT IREVOCABLE TRUST.

NOTARY'S CERTIFICATE

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THIS THE _____DAY OF _____, 20____ WITHIN MY JURISDICTION, THE WITHIN NAMED ANDREW W. CALLICUTT, WHO ACKNOWLEDGED THAT HE IS THE MANAGING MEMBER OF ANDREW W. CALLICUTT IREVOCABLE TRUST. AND OWNER OF THE DESCRIBED OXFORD FARMS SUBDIVISION, PHASE 13, AND THAT IN SAID REPRESENTATIVE CAPACITY, EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED TO DO SO.

MY COMMISSION EXPIRES:

_____
NOTARY PUBLIC

ENGINEER'S CERTIFICATE:

IT IS HEREBY CERTIFIED THAT THIS PLAT OF OXFORD FARMS SUBDIVISION, PHASE 13, IS TRUE AND CORRECT, AND ALSO 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.

ENGINEER: JOEY R. MOORE, PE NO. 28231
DATE: _____

SURVEYORS CERTIFICATE:

THIS IS TO CERTIFY THAT I HAVE DRAWN SUBJECT PLAT FROM AN ACTUAL ON THE GROUND SURVEY AND FROM DEEDS OF RECORD AND THAT THE PLAT REPRESENTS THE INFORMATION AND THAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYOR: JEFFERY W. WILLIAMS, PLS NO. 2833
DATE: _____

CITY ENGINEER'S CERTIFICATE

I CERTIFY THAT _____ HAS COMPLIED WITH ONE OF THE FOLLOWING ALTERNATIVES FOR OXFORD FARMS SUBDIVISION, PHASE 13:

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,
CITY ENGINEER, CITY OF OXFORD

CITY OF OXFORD PLANNING COMMISSION APPROVAL:

CITY OF OXFORD
STATE OF MISSISSIPPI

APPROVED AND RECOMMENDED FOR ACCEPTANCE BY THE CITY OF OXFORD PLANNING COMMISSION, THIS THE_____DAY OF_____, 20_____.

SIGNED:_____
CHAIRMAN
CITY OF OXFORD PLANNING COMMISSION

CITY OF OXFORD BOARD OF ALDERMEN APPROVAL:

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_____.

SIGNED:_____
ROBYN TANNEHILL
MAYOR, CITY OF OXFORD

ATTEST:_____
CITY CLERK

FILING CERTIFICATION BY CHANCERY CLERK:

PERSONALLY APPEARED BEFORE ME, MIKE ROBERTS, CHANCERY CLERK, IN AND FOR LAFAYETTE COUNTY, MISSISSIPPI, ANDREW W. CALLICUTT, WHO EXECUTED THE ATTACHED OWNER'S CERTIFICATE THAT WAS SIGNED AND DELIVERED OF HIS OWN FREE ACT AND DEED, AND ALSO APPEARED, JEFFERY W. WILLIAMS, 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 ON THIS, THE_____DAY OF_____, 20_____.

SIGNED:_____
MIKE ROBERTS - CHANCERY CLERK
COUNTY OF LAFAYETTE
STATE OF MISSISSIPPI

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 SIGNATURE ON THIS, THE_____DAY OF_____, 20_____.

SIGNED:_____
MIKE ROBERTS - CHANCERY CLERK

RESTRICTIVE COVENANTS

RECORDED IN INSTRUMENT NUMBER 201502128, 201610657, and 202400190, OF LAND RECORDS IN THE CHANCERY CLERK'S OFFICE OF LAFAYETTE COUNTY, MISSISSIPPI.

FEMA NOTE:

TO THIS SURVEYOR'S KNOWLEDGE, THIS PROPERTY DOES NOT APPEAR TO LIE IN A FLOOD HAZARD AREA AS SHOWN ON FEMA'S NATIONAL FLOOD HAZARD LAYER (NFHL) VIEWER PER LAFAYETTE COUNTY FLOOD INSURANCE MAP, COMMUNITY-PANEL NUMBER : 28071C0258C (NOT PRINTED) HAVING AN EFFECTIVE DATE: NOVEMBER 26, 2010.

PRELIMINARY

WILLIAMS ENGINEERING CONSULTANTS, INC.
Professional Engineers | Professional Land Surveyors
720 NORTH LAMAR BOULEVARD, SUITE A
P.O. BOX 1197 OXFORD, MISSISSIPPI 38655
662.236.9675

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Drawn By: JBM
Checked By: RSD

Sheet Title:
Subdivision Plat

Sheet No.:
3 of 3

Subject: Re: CASE 3261 FW: September 8, 2025 Planning Commission Meeting Agenda
Date: Saturday, September 6, 2025 at 9:34:11 PM Central Daylight Time
From: Katherine Thornton
To: JR Rigby, yfu62@aol.com, Joseph Murphy, clatimer@latimerlawpllc.com, brasfieldce@gmail.com, Kirk Milam
CC: Planning, Ben Requet

Dear Esteemed Planning Commission:

I would like to voice my concerns about Case 3261 in Oxford Farms. I am unable to attend due to two soccer matches that evening for my daughters. My husband and I will be dividing and conquering M-Trade Park.

I have lived in this portion of South Lamar for almost 16 years. The growth with housing has been tremendous in all realms. The changes have been big. But we love our little neighborhood and we have the best neighbors.

The proposed plan at The Station at Oxford includes 269 units. I feel that is too many units for this area. I think 69 less would be reasonable.

Oxford Farms does not have enough entrances in and out. I know there is a connector street being built but this area was not meant for this amount of people and vehicles.

Oxford Way is currently a two-lane road going to South Lamar Blvd. and to Old Taylor Road. Adding an additional 817 possible student-residents, based on bedrooms, is only going to add to the traffic of South Lamar and Old Taylor Road.

Please consider something has become bothersome in our exponential growth in Oxford city limits and especially in Oxford Farms:

1. The loss of mature trees that help with water retention, buffer noise, and it really does make the area look sparse since Oxford Farms has not planted mature trees or ones that have been sustainable or properly taken care (i.e. the ones on Oxford Way that have snapped and/or they are half dead.)
2. Wildlife displaced which in turn effects all of us—I never thought I'd have deer, possums, rabbits, and raccoons on my front porch in the night. (Sometimes fun to look at on our camera!)
3. Streets are being ruined (i.e. Oxford Way) where the construction vehicles are tearing up the asphalt which is made worse when it does rain hard.
4. Another idea which I have shared before, is to make Oxford Farms one way in and one way out. The amount of cars who must sneak out by Oxford Pediatric Group to see traffic on South Lamar is out of control. It's at all times of the day. If that street was an entrance only, then it would force vehicles to exit only via the light at South Lamar Blvd and Oxford Way. I know that sounds weird but adding more people living to this area is not going to help that problem by OPG. It's not going to help the actual road of Oxford Way either.

Please understand, I don't think the actual development is bad. It is just too many. Too many for

the acreage and too many parking spots that won't hold water. Too many possible student-residents crammed into the area. Too many trees lost.

I feel it's important as a full-time resident living, working, and raising a family in Oxford, to ask questions like this. I don't want to look back in 5 years and wish I would have said something. I hope you will show my email full consideration.

Thank you for your time,
Katherine Thornton

Planning Commission Agenda (Monthly)

Katherine M. Thornton
Assistant to the Vice Chancellor
Ole Miss Athletics
P.O. Box 1848
908 All American Drive
University, MS 38677-1848
O: +1-6629157546
kmt@olemiss.edu | Ole Miss Athletics - Hotty Toddy
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From: City of Oxford Planning Commission Agenda <postmaster@oxfordms.net>
Sent: Wednesday, September 3, 2025 4:59 PM
To: Katherine Thornton <kmt@olemiss.edu>
Subject: September 8, 2025 Planning Commission Meeting Agenda

[EXTERNAL]

City of Oxford Planning Commission Agenda. Commission meetings are the 2nd Monday of every month at 5pm in the City Hall Courtroom.

Is this email not displaying correctly? View it in your browser.

PLANNING COMMISSION
Agenda
September 8, 2025

Case files and meeting minutes are available here.

The regular meeting of the Oxford Planning Commission will be held on **Monday, September 8, 2025 at 5:00 p.m.**, in the City Hall Courtroom. The following items are on the agenda:

1. Call to Order
2. Approval of the Agenda
3. Approval of the minutes from the August 11, 2025 meeting
4. Staff Report
    a. Planning Staff Report
    b. Building Official Report

Administrative Approvals

5. Case #3257-A – Jared Foster has requested a Site Plan Amendment for 'Velvet Ditch Seafood' property located at 430 South Lamar Boulevard (PPIN #8287)
6. Case #3258-A – Grant Boucek has filed a request for Special Use for Accessory Dwelling Unit as authorized in Section 3.5.6 Dwellings: Accessory of the Land Development Code for property located at 1318 Pleasant Drive (PPIN #40006) **Should an objection to the use be received by the Planning Department, the use shall be reviewed as a Special Exception.**

Consent Agenda

7. Public Hearing for Case #3259 – Collegiate Properties, LLC (Jordan Bankhead) has filed a request for a Special Exception from section 3.5.1.2.c. Districts Permitted, Detached Dwellings for property located at Ivy Road (PPIN #4829)
8. Public Hearing for Case #3260 – MFM Developments (JW McCurdy) has filed a request for Final Plat Approval for 'Colonnade Crossing, Phase 5' property located at Claremont Avenue (PPIN #4563)
9. Public Hearing for Case #3261 – Landmark Properties, LLC (Bryan Boyle) has filed a request for Preliminary and Final Plat Approval for 'Oxford Farms, Phase 13, The Station' property located at 2665 Oxford Way (PPIN #7984)

Public Hearings

10. Public Hearing for Case #3250 – Oxford Row, LLC (JW McCurdy) has filed a request for Site Plan Approval for 'Oxford Row' property located at 31 Hwy 328 (PPIN #6478) **(POSTPONED)**
11. Public Hearing for Case #3256 – Blackburn Holdings, LLC (David Blackburn) has filed a request for Zoning Map Amendment for property located at Charger Lane (PPINs #3520, 3531, 4425, 4506, 4635) (Tabled from August)
12. Public Hearing for Case #3262 – Steven Krauskoppf has filed a request for Special Exception as provided in Section 2.6.5 Structure Height for property located at 703 Pearlines Way (PPIN #5635)
13. Public Hearing for Case #3263 – Gina Brown has filed a request for a Special Exception as provided in section 3.11.3 Gated Entries for property located at 408 Country Club Road (PPIN #43875)
14. Public Hearing for Case #3264 – Stoa Group, LLC (Toby Easterly) has filed a request for a Special Exception from section 2.6.10 for First Floor Residential for property located at Highway 7 (PPIN #16774)
15. Public Hearing for Case #3265 – MFM Developments (JW McCurdy) has filed a request for Site Plan Approval for 'Trinitas' property located at Claremont Avenue (PPIN #4563)
16. Public Hearing for Case #3266 – Andy Callicutt has filed a request for Site Plan Approval for 'Reserve at Oxford Farms Phase 3' property located at 2007 Rosemary Street (PPIN #7948) **(POSTPONED)**

17. Motion to Adjourn

Notice that certain commission members will be included in the meeting via teleconference, subject to City of Oxford Code of Ordinances Section 2-82. Questions regarding this agenda? Call the Planning Department at 662-232-2305.

Auxiliary aids and services may be available to individuals with disabilities upon twenty-four (24) hours request by contacting Braxton Tullos, City of Oxford ADA Coordinator at 662-232-2454.

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107 Courthouse Square
Oxford, MS 38655

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MEMO

Date: September 16, 2025

From: Chief Jeff McCutchen

Re: OPD FY26 Vehicle Upfit Bids

The Oxford Police Department requests permission to advertise for bids for the FY26 Police Vehicle Upfit. This will cover the purchase and installation of emergency equipment and technology for newly purchased police vehicles.

In compliance with Mississippi state purchasing laws, the advertisement for bids will run for a minimum of fifteen (15) days. Bidding will be scheduled to begin on or after October 1, 2025.

Jeff McCutchen
Chief of Police
jmccutchen@oxfordpolice.net

Rusty Rasberry
Deputy Chief of Police
rrasberry@oxfordpolice.net

Kayla Martin
Executive Assistant to the Chief of Police
kmartin@oxfordpolice.net

Oxford Police Department
9 Industrial Park Drive
Oxford, MS 38655

Phone: (662) 232-2400
Fax: (662) 232-2314

THE CITY OF
OXFORD

INVITATION TO BID

Temporary Ice Skating Rink for Holly Jolly Holiday

107 Courthouse Square
Oxford, Mississippi

Mayor

Robyn Tannehill

Board of Alderman

Erin Smith, Ward I

Mark Huelse, Ward II

Brian Hyneman, Ward III

Kesha Howell-Atkinson, Ward IV

Preston Taylor, Ward V

Jason Bailey, Pro-Tem, Ward VI

Mary Margaret Crowe, Alderman At-Large

107 Courthouse Square
Oxford, Mississippi 38655

July 2025

NOTICE TO BIDDERS

The Mayor and Board of Aldermen of the City of Oxford, Mississippi, will receive sealed bids for the following project:

Temporary Ice Skating Rink for Holly Jolly Holiday

The CITY OF OXFORD is seeking bids from qualified companies to provide, install, and maintain a 40' x 80' ice skating rink from November 22nd 2025 until January 4th 2026 at mTrade Park in Oxford, Mississippi. The technical specifications are available to view free of charge at oxfordmsbids.com. Bidders are encouraged to download and review documents prior to submission. A non-voluntary pre-bid meeting will be held at the mTrade Park (the site) outdoor pavilion (328 Highway 314, Oxford, MS) on at 11:00 am on August 19th.

Bids may be submitted via hand-delivery, US Mail, or electronic submission. All bids are due on or before **Thursday, August 28nd at 11:00 am** at which time qualified bids will be publicly opened. Bids must be accompanied by a bid bond or certified check not less than 5% of the total bid.

Submit sealed hard copies via hand-delivery or mail to:

City of Oxford
Temporary Ice Skating Rink for Holiday Jolly Holiday
107 Courthouse Square
Oxford, MS 38655

Electronic submission may be uploaded to:

www.oxfordmsbids.com

For questions regarding website registration and online orders, please contact Plan House Printing at (662) 407-0193.

For questions regarding the technical specifications, please contact Mark Levy at (662) 236-1206 or mlevy@oxfordms.net

The project will be awarded based on the best-qualified bid and is subject to the approval by the Mayor and Board of Aldermen. The Board of Aldermen reserves the right to reject any and all bids and to waive any and all informalities.

Publish:

Wednesday, July 30, 2025
Wednesday, August 6, 2025

July 30, 2025

INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.01 **QUESTIONS:** Questions should be directed to the Professional. Should a Bidder find discrepancies in, or omissions from, the procurement documents, or be in doubt as to their meaning, the Bidder should immediately notify the Professional. The Professional will send written instruction(s) or interpretation(s) to all known holders of the documents. Neither the Owner, nor the Professional, will be responsible for any oral instruction or interpretation.

1.02 **BIDDER'S QUALIFICATIONS:**

A. **Certificate of Responsibility:** The Mississippi State Board of Contractors is responsible for issuing Certificates of Responsibility to Contractors. To be awarded a Contract for public work, Sections 31-3-15 and 31-3-21 of the **Mississippi Code of 1972, Annotated** requires a Contractor to have a current Certificate of Responsibility at bid time and during the entire length of the job. The Certificate of Responsibility number issued becomes a significant item in all public bidding.

B. **Bid Under $50,000:** If a Bidder submits a bid not exceeding $50,000, no Certificate of Responsibility number is required; however, a notation stating the *bid does not exceed $50,000* shall appear on the face of the envelope, or a Certificate of Responsibility number.

C. **Bid Over $50,000:** Each Bidder submitting a bid in excess of $50,000 shall show its Certificate of Responsibility number on the bid and on the face of the envelope containing the bid.

D. **Joint Venture Bid:** When multiple Contractors submit a joint venture bid in excess of $50,000, a *joint venture* Certificate of Responsibility number shall be shown on the bid and on the face of the envelope containing the bid. If the Multiple-Contractor joint venture has no *joint venture* Certificate of Responsibility number, each of the Contractors participating in the bid shall indicate their individual Certificate of Responsibility numbers on the bid and on the face of the envelope.

1.03 **NON-RESIDENT BIDDER:** When a non-resident Bidder (a Contractor whose principal place of business is outside the State of Mississippi) submits a bid for a Mississippi public works project, one of the following is required and shall be submitted with the Proposal Form: (Code 31-3-21(3))

A. **Copy of Law:** If the non-resident Bidder's state has a resident Bidder preference law, a copy of that CURRENT law shall be submitted with the Proposal Form.

B. **Statement:** If the state has no such law then a statement indicating *the State of (Name of State) has no resident Contractor preference law* shall be submitted with the Proposal Form.

1.04 **DISQUALIFICATION OF BIDDER:** A Bidder may be disqualified for any of the following reasons:

A. Failure to comply with the bid requirements.

B. Bidder is in arrears on existing Contracts with the Owner or another state agency, university, community college, or junior college.

C. Bidder is involved in an ongoing dispute related to the Bidder's execution, workmanship, or timely performance of a previous Contract with the Owner or another state agency, university, community college, or junior college.

D. Bidder has defaulted on a previous Contract with the Owner of another state agency, university, community college, or junior college.

1.05 **CONDITIONS OF WORK:** Each Bidder must fully inform himself of all conditions relating to the construction of the Project and employment of labor thereon. Failure to do so will not relieve a successful Bidder of obligations to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Bidder must employ methods, or means, which will not cause interruption of, or interference with, the work of any other Bidder, or Contractor.

1.06 **EXAMINATION OF SITE:** All Bidders, including the general Contractor and Subcontractors, shall visit the building site, compare the Drawings and Project Manual with any work in place and be informed of all conditions. Failure to visit the site will in no way relieve the successful Bidder from furnishing any materials or performing any work required to complete work in accordance with Drawings and Project Manual without additional cost to the Owner.

1.07 **LAWS AND REGULATIONS:** The Bidder's attention is directed to the fact that all applicable Mississippi state laws, rules and regulations of all authorities having jurisdiction over construction of the Project apply to the Contract.

1.08 **OBLIGATION OF BIDDER:** At the bid opening, each Bidder will be presumed to have inspected the site, read and

become thoroughly familiar with the Drawings and the Project Manual, including all addenda.

1.09 **BID DOCUMENT DEPOSIT AND RETURN:** The deposit amount, if any, shall be established as the estimated actual cost of copying and reproduction plus shipping via USPS standard Ground Transportation, is shall be indicated in the Advertisement for Bids. Bidders may request shipping via express carrier or expedited delivery at their own additional cost. Upon returning the documents to the Professional within ten (10) working days of the bid date and in good condition, all document holders will be refunded the full deposit amount. Further, any document holder who is awarded the contract, related subcontracts and/or vendor agreements may elect to retain their documents and request refund of the full deposit amount upon execution of the construction contract and approval of general contractor, however; such documents shall be counted toward the total number of copies furnished free of charge to the general contractor. No partial sets of documents will be issued. Selected trade organizations, plan rooms and web-based distribution networks will be issued one (1) set of documents without charge.

PART 2 - PROPOSAL FORM

2.01 **METHOD OF BIDDING:** Lump sum, single bids received on a general contract will include general, mechanical and electrical construction and all work shown on Drawings or specified in the Project Manual.

2.02 **PROPOSAL FORMS:** The Bidder shall make all proposals on forms provided and shall fill all applicable blank spaces without interlineations or alteration and must not contain recapitulation of the work to be done. No oral or telegraphic proposals will be considered.

2.03 **TIME OF COMPLETION:** The Bidder shall agree to commence work on, or before, a date specified in a written *Notice to Proceed* and fully complete the Project within the calendar days indicated on the Proposal Form.

2.04 **BASE BID AND ALTERNATES:**

A. On the Proposal Form, the Bidder shall write out the Base Bid amount in words and include the numerical amount The written word shall govern.

B. The Proposal Form shall contain a brief description of each alternate modifying the scope. The Bidder shall write out the amount in words and include the numerical amount for each alternate. The written word shall govern.

2.05 **SUBSTITUTIONS:** No substitutions, qualifications or redefining of the Specification requirements are allowed to be marked on the Proposal Form, unless specifically required by the Bid Documents.

2.06 **ADDENDA:** Any addenda to the Drawings or Project Manual issued before or during the time of bidding shall be included in the proposal and become a part of the Contract. The Proposal Form will have ample space to indicate the receipt of addenda. When completing the Proposal Form, the Bidder shall list the Addendum number in spaces provided.

2.07 **BIDDER IDENTIFICATION:**

A. **Signature:** The Proposal Form shall be signed by any individual authorized to enter into a binding agreement for the Business making the bid proposal.

B. **Name of Business:** The name appearing on the Proposal Form should be the complete spelling of bidder's name exactly as recorded at the Secretary of State, which should also be the same as at the Mississippi State Board of Contractors.

C. **Legal Address:** The address appearing on the Proposal Form should be the same address as recorded at the Secretary of State, which should also be the same as at the Mississippi State Board of Contractors.

D. **Certificate of Responsibility Number(s):** The Certificate of Responsibility Number(s) appearing on the Proposal Form should be the same number appearing in the current Mississippi State Board of Contractors Roster.

2.08 **BID SECURITY:** The Bid Security shall be in the form of a Bid Bond, or a Certified Check:

A. **Bid Bond:** The Bidder may submit a Bid Bond by a Surety licensed in Mississippi in the amount of five percent (5%) of the base bid. The Bid Bond shall be duly executed by the Bidder, a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department OR signed by the Surety AND countersigned by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department https://www.mid.ms.gov (or most up-to-date link) (No standard form is required for the Bid Bond.) Where bid is to be submitted electronically, a scanned copy of bid bond is acceptable.

B. **Certified Check:** The Bidder may submit a certified check made out to the *Owner* in the amount of five percent (5%) of the base bid. All checks received from Bidders will be returned upon request, unless a Bidder is one (1) of the three

(3) apparent low Bidders. The three (3) apparent low Bidder's checks will be held for forty-five (45) days, unless a Contract is awarded and executed in less time. Where bid is to be submitted electronically, certified check must be physically delivered to the address indicated on the Advertisement for Bids prior to the time and date stated.

2.09 **POWER OF ATTORNEY:** Each bid security must be accompanied by an appropriate Power of Attorney. No Power of Attorney is necessary with a certified check.

PART 3 - SUBMITTING THE PROPOSAL FORM

3.01 **SUBMITTAL:** A bid must be either submitted electronically via www.oxfordmsbids.com or physically delivered to the address indicated on the Advertisement for Bids prior to the time and date stated.

A. **Physical Submittal:** If physically submitted, only one original of Bid Proposal shall be submitted which should be sealed in an opaque envelope marked, mailed or hand-delivered as shown below. If the Bid is mailed, the bid envelope shall be placed inside a second envelope to prevent inadvertent premature opening of the Proposal.

(In upper left hand corner)
Name of Firm (complete spelling of bidder's name and address – exact as recorded at the Secretary of State which should be the same as you applied for at the Mississippi State Board of Contractors)

(Bid shall be addressed and delivered to)

(In lower left hand corner)
Bid for Project # _____
Title _____
Using Agency _____
Under $50,000.00 (add statement)

B. **Electronic Submittal:** Bidders must be registered prior to submitting bids electronically. It is the responsibility of the Bidder to allow sufficient time to complete or confirm such registration before the date and time established to receive bids. Information on registration and bidding electronically may be found at www.oxfordmsbids.com. For further assistance e-mail Mark Levy at mlevy@oxfordms.net

3.02 **MODIFICATION TO BID:** A bidder may only modify the bid prior to the scheduled closing time indicated in the Advertisement for Bids in the following manner:

A. **Physical Bid:** A modification may be written on the outside of the sealed envelope containing the bid.
B. **Electronic Bid:** Information and attachments may be modified and re-submitted.

3.03 **WITHDRAWAL OF BID:** Any bid may be withdrawn prior to the scheduled time for opening of bids. However, after the scheduled opening, bids may not be withdrawn until forty-five (45) calendar days after bid opening.

PART 4 - BID OPENING AND AWARD OF CONTRACT

4.01 **OPENING OF BIDS:** Bids will be publicly opened shortly after the time stated in the Advertisement for Bids. Bidder representatives are invited; however, attendance is not mandatory. Closure of agency preventing the opening of bids at the advertised date and time due to Force Majeure Event reasons will result in bids being received and publicly opened by the next business day that the agency shall be open and at the previously advertised time unless an Addendum is issued. Physical Bids without a Certificate of Responsibility on the outside of the envelope, or a statement indicating bid is under $50,000.00, will not be opened. Electronic Bids where Certificate of Responsibility or statement indicating bid is under $50,000.00 is not entered as response to required question will, not be considered.

4.02 **IRREGULARITIES:** The omission of any information requested on the Proposal Form may be considered as an informality, or irregularity, by the awarding public body when in their opinion the omitted information does not alter the

amounts contained in the submitted bid proposal, or place other Bidders at a disadvantage.

4.03 **PROTEST:** Any protest must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening.

4.04 **ERRORS:** Any claim of error and request for release from bid must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening. The Bidder shall subsequently and promptly provide sufficient documentation with the written request clearly proving an error was made. Failure to provide such documentation adequate to prove an error may result in forfeiture of Bid Security to the Owner.

4.05 **AWARD OF CONTRACT:** The Owner reserves the right to reject any or all bids. A Contract will be awarded (subject to receipt of an executable contract) on the basis of the lowest, responsive, responsible base bid, or lowest combination of base bid and those alternates selected by the Owner generally in the order listed unless a different order is determined to be in the best interest of the Using Agency and/or Owner and which produces a total within available funds. Where such bidder fails to enter into a contract, the Owner reserves the right to award to the next lowest responsive, responsible bidder or resolicit the project.

4.06 **FAILURE TO ENTER INTO A CONTRACT:** The Bidder shall forfeit the Bid Security to the Owner as liquidated damages for any of the following reasons:

A. Prior to award, failure, or refusal, to furnish the names, classifications and COR #s of Sub-Contractors over Fifty Thousand Dollars ($50,000.00) as well as entities who are to furnish materials or equipment fabricated to a special design within three (3) working days after receipt of Notice of Intent to Award the Contract.

B. Prior to award, failure, or refusal, to furnish substitute acceptable Sub-Contractors or entities within five (5) working days of when the Owner or Prime Professional has made reasonable objection to those initially submitted.

C. Following Notice of Award (subject to executable contract), failure, or refusal, to execute and deliver the Form of Agreement Between the Owner and the Contractor, the Performance and Payment Bond, and the Certificate of Insurance within ten (10) working days after receipt of same from the Professional.

4.07 **SECURITY FOR FAITHFUL PERFORMANCE:** Simultaneously, with delivery of the executed Contract, the Contractor will furnish a Surety Bond, or Bonds, as security for faithful performance, the payment of all persons performing labor on the project, and furnishing materials in connection with this Contract. The Surety on such Bond, or Bonds, will be a duly authorized surety company satisfactory to the Owner and meeting all of the following requirements:

A. Licensed at the time of award by the State of Mississippi's Commissioner of Insurance for the purpose of providing surety. https://www.mid.ms.gov (or most up-to-date link)

B. Listed at the time of award in the Department of the Treasury's **Federal Register** as a company holding certificates of authority as acceptable sureties on Federal Bonds, commonly referred to as the Treasury List.

C. All Bonds shall be executed on the form provided in the Project Manual under Section 00 6100 entitled *Contract Bond*.

D. The Contract Bond shall be duly executed by the Bidder, a Surety licensed in Mississippi signed by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department OR signed by the Surety AND countersigned by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department with the name and address typed (or lettered legibly), and Surety Seal (preferably embossed). https://www.mid.ms.gov (or most up-to-date link)

E. All Bonds must be accompanied by an appropriate Power of Attorney dated same as Contract Bond and sealed (preferably embossed).

PART 5 - BIDDER'S CHECKLIST

The following checklist is for the Bidder's assistance only. It is not inclusive and does not have to be included with the Proposal Form when submitting a bid proposal.

5.01 **PROPOSAL FORM**: (only one original proposal form to be submitted)

Base Bid

(x) Write in the amount of the base bid in words and numbers. In the case of a conflict, the written word shall govern.

Alternates

( ) Write in each alternates amount in words and numbers. In the case of a conflict, the written word shall govern.

Addenda

(x) Acknowledge the receipt of each addendum by writing in the number of the addendum.

Acceptance

(x) Proposal is signed by authorized person

(x) Name of Business - complete spelling of bidder's name and address - exact as recorded at the Secretary of State

which should be the same as you applied for at the Mississippi State Board of Contractors.

(x) Legal address of the business listed above (at SOS and Contractor's Board)

( ) Correct Certificate of Responsibility Number(s) as it appears in the current MS State Board of Contractors Roster

Certificate of Responsibility Number(s)

( ) Base Bid is under $50,000 and no number is required AND the statement "bid does not exceed $50,000" is on the outside of the sealed envelope or statement included with electronic bid

OR ( ) Base Bid is $50,000 or more and number is required and is on the outside of the sealed envelope or included with electronic bid

( ) Joint Venture and *joint venture* number is required

OR ( ) Joint Venture participants' numbers are required

5.02 **BID SECURITY:**

( ) Included Bid Bond

OR (x) Included Certified Check

5.03 **POWER OF ATTORNEY:**

( ) Included Power of Attorney

5.04 **NON-RESIDENT BIDDER:**

( ) Attached a Copy of Non-Resident Bidder's Preference Law

OR (x) Attached a Statement

5.05 **SUB-CONTRACTORS NAME:**

( ) List any Mechanical, Plumbing, and/or Electrical Sub-Contractors regardless of cost.

* List name even for under $50,000 (see 5.06 regarding COR)
* Fire Protection Sprinkler Contractors do not have to be listed
* If there is a separate HVAC/Plumbing Sub-Contractor, so notate as mentioned herein
* If Mechanical, Plumbing, and/or Electrical Sub-Contractor is performed by the General, be sure the General has a COR for said discipline
* If there is no Mechanical, Plumbing, and/or Electrical Sub-Contractor listed, then use of Sub-Contractor to perform such scope will not be permitted.

5.06 **SUB-CONTRACTORS' COR NUMBER**

( ) * List Certificate of Responsibility Number for any listed Sub-Contractor over $50,000.00

*** END OF SECTION ***

PROPOSAL FORM

To: City of Oxford
107 Courthouse Square
Oxford, Mississippi 38655

Re: Project # 2024-0021
Project Title Temporary Ice Skating Rink for Holly Jolly Holiday
Location 328 Old Sardis Road, Oxford, MS 38655

I propose to complete all work in accordance with the Bid Specifications and Drawings by November 22nd, 2025 for the sum of:

BASE BID: **(**Write in the amount of the base bid in words and numbers. In case of conflict, the written word governs.)

Words: Sixty-nine thousand five hundred and 00/100 Dollars
Figures: ($ 69,500.00)

ALTERNATES: **(**Write in the amount of all of the alternates in words and numbers. In case of conflict, the written word governs.)

Alternate #1 ☐ Adds ☐ Deducts
Words: _____Dollars
($_____)
Description: _____
_____

Alternate #2 ☐ Adds ☐ Deducts
Words: _____Dollars
($_____)
Description: _____
_____

Alternate #3 ☐ Adds ☐ Deducts
Words: _____Dollars
($_____)
Description: _____
_____

Alternate #4 ☐ Adds ☐ Deducts
Words: _____Dollars
($_____)
Description: _____
_____

Alternate #5 ☐ Adds ☐ Deducts
Words: _____Dollars
($_____)
Description: _____
_____

ADDENDA ACKNOWLEDGMENT:

No. 1, August 22, 2025 No. _____ No. _____

No. _____ No. _____ No. _____

ACCEPTANCE:

July 30, 2025

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

(X) Signature _____ Date August 27, 2025

Name and Title Roberto Pennochio, CEO

Name of Business Industrial Frigo USA Inc

Address 200 Hope Street (mailing)

Address 200 Hope St (physical)

City/State/Zip Code Longwood, Florida, 32750 County USA

Phone 407 868 6767 Fax _____ Email sonia@industrialfrigoice.com

- **BIDDER'S CERTIFICATE OF RESPONSIBILITY NUMBER:** _____

- **Mechanical / Plumbing / Electrical Contractors:**

Regarding said Divisions of the Specifications of the Owner's Standard Form of Agreement Between The Owner and The Contractor:

List any Mechanical/Plumbing and/or Electrical Sub-Contractors that will perform work of this contract, regardless of cost even for under $50,000.00. COR must be included where sub-contract exceeds $50,000.00. If no sub-contractor is listed, and such work is within scope of contract and over $50,000.00, bidder's own COR classification(s) must be sufficient to self-perform any such work. If no sub-contractor is listed, then use of sub-contractor to perform such scope will not be permitted.

Mechanical Contractor: _____ Certificate of Responsibility No. _____
Plumbing Contractor: _____ Certificate of Responsibility No. _____
Electrical Contractor: _____ Certificate of Responsibility No. _____

STANDARD FORM OF AGREEMENT BETWEEN
THE OWNER AND THE CONTRACTOR

This Agreement made the 15th day of September, 20 25 between the Owner,

City of Oxford
107 Courthouse Square
Oxford, Mississippi 38655

and between the Contractor:

Business Name INDUSTRIAL FRIGO USA INC
Address 200 Hope St
City/State/Zip Longwood, Florida 32750 Phone: 407-868-6767 Fax: _____ Email: sonia@industrialfrigoice.com

The Contractor is a (check and complete one of the following):

S ☒ CORPORATION or ☐ LLC solely organized and existing under the laws of the State of Florida and having its principal office in Longwood (City), Seminole (County), Florida (State)

_____ PARTNERSHIP of the following (list all partners):

_____

_____

_____

x SOLE PROPRIETORSHIP

For the following Project:

Temporary Ice Skating Rink for Holly Jolly Holiday

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

OWNER:

By: _____
(Signature)

_____
(Name and Title)

CONTRACTOR:

Industrial Frigo USA Inc.
200 Hope Street Longwood, FL 32750
EIN 36-4119053 / Tel.. +1 407 335 6920
www.industrialfrigoiceusa.com

By: _____
(Signature)

Roberto Penocchio, CEO
(Name and Title)

APPROVED AS TO FORM:

By: _____
(Signature of Attorney)

THE OWNER AND THE CONTRACTOR AGREE AS SET FORTH IN PAGES ONE THROUGH THREE, ARTICLES ONE THROUGH FIVE, AS FOLLOWS:

July 30, 2025

ARTICLE 1: THE WORK AND CONTRACT DOCUMENTS

1.1.1 The Contractor will perform all the work required by the Contract Documents for the Project indicated above.

1.2 **THE CONTRACT DOCUMENTS**

1.2.1 The Contract Documents which constitute the entire Agreement between the Owner and the Contractor, are enumerated as follows:

1.2.2 Project Manual dated _____

BIDDING REQUIREMENTS
- Advertisement for Bids
- Instructions to Bidders
- Proposal Form

STANDARD FORM OF AGREEMENT BETWEEN THE OWNER AND THE CONTRACTOR
CONTRACT BOND
POWER OF ATTORNEY
CERTIFICATE OF INSURANCE
AFFIDAVIT OF PAYMENT TO ALL SUBCONTRACTORS
CONDITIONS OF THE CONTRACT
- General Conditions
- Supplementary Conditions
- Labor Requirements
- Minority Participation
- Special Conditions

ADDENDA
SPECIFICATIONS

1.2.3 Addenda

Addendum No. 1, dated August 22, 2025
Addendum No. 2, dated _____
Addendum No. 3, dated _____
Addendum No. 4, dated _____
Addendum No. 5, dated _____

1.2.4 Drawings date: Not Applicable

Sheets No. _____	through _____	Sheets No. _____	through _____
Sheets No. _____	through _____	Sheets No. _____	through _____
Sheets No. _____	through _____	Sheets No. _____	through _____
Sheets No. _____	through _____	Sheets No. _____	through _____
Sheets No. _____	through _____	Sheets No. _____	through _____
Sheets No. _____	through _____	Sheets No. _____	through _____

1.2.5.1 Other documents, dated

_____
_____

ARTICLE 2: CONTRACT SUM

2.1 **CONTRACT SUM**

2.1.1 The Owner will pay the Contractor in current funds for the performance of the work subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of

Sixty-nine thousand five hundred Dollars

($ 69,500.00). The Contract sum is determined as follows:

Base Bid		$ 69,500.00
Modifications	( ) Adds ( ) Deducts	$
Negotiations		$
Alternate No. _____	( ) Adds ( ) Deducts	$
Alternate No. _____	( ) Adds ( ) Deducts	$
Alternate No. _____	( ) Adds ( ) Deducts	$
Alternate No. _____	( ) Adds ( ) Deducts	$
Alternate No. _____	( ) Adds ( ) Deducts	$
Total Contract Sum		$ 69,500.00

2.2 **LIQUIDATED DAMAGES**

2.2.1 The stipulated liquidated damages described in Paragraph 9.11 of the *Supplementary Conditions* are in the amount five hundred dollars and zero cents ($ 500.00) for each calendar day.

Industrial Frigo USA Inc.
200 Hope Street Longwood, FL 32750
EIN 38-4119053 / Tel.. +1 407 335 6920
www.industrialfrigousa.com

ARTICLE 3: CONTRACT TIME

3.1 **TIME**

3.1.1 The work to be performed under this Contract shall be commenced upon the date stated in the *Notice to Proceed*. The work is to be substantially complete, subject to approved Change Orders, no later November 22, 2025.

ARTICLE 4: PAYMENTS AND FINAL PAYMENTS

4.1 **PROGRESS PAYMENTS**

4.1.1 Based upon applications for payment submitted to the Professional by the Contractor and *Certificates for Payment* issued by the Professional, the Owner will make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents.

4.2 **FINAL PAYMENT**

4.2.1 Final payment constituting the entire balance of the Contract Sum will be paid by the Owner to the Contractor when the work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Professional and approved by the Owner.

ARTICLE 5: MISCELLANEOUS PROVISIONS

5.1 **DEFINITION OF TERMS**

5.1.1 Terms used in this Agreement which are defined in the General, Supplementary, and Special Conditions of the Contract will have the meanings designated in those Conditions.

5.2 **CONTRACTOR'S INTEREST IN AGREEMENT**

5.2.1 The Contractor will not assign, sublet, or transfer the interest in this Contract agreement without the written consent of the Owner. The Owner and Contractor hereby agree to the full performance of the covenants contained herein.

5.3 **PROFESSIONAL**

5.3.1 The Professional assigned to this Project is as follows:

Name Mark Levy, PLA, ASLA City of Oxford Project Manager
Address 107 Courthouse Square, Oxford, MS 38655
Telephone (662) 236-1206 Fax Number _____ E-Mail Address mlevy@oxfordms.net

*** END OF SECTION ***

July 30, 2025

Industrial Frigo USA Inc.
200 Hope Street Longwood, FL 32750
EIN 38-4139053 +1 407 335 6920
www.industrialfrigoceusa.com

NOT REQUIRED

CONTRACT BOND

I. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS: THAT _____, Principal, a _____, residing at _____, authorized to do business in the State of Mississippi under the laws thereof, and _____ Surety, a corporation of the State of _____, authorized to do business in the State of Mississippi under the laws thereof, are held and firmly bound unto the Owner on behalf of the State of Mississippi, Obligee, hereinafter referred to as "Owner," for the use and benefit of the Owner and those claimants and others set forth herein below and described in Sections 31-5-51 and 31-5-3, **Mississippi Code of 1972, Annotated**, as amended, in the amount of _____ Dollars ($_____), lawful money of the United States, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has by written agreement dated _____, 20_____, entered into a Contract with the Owner for the following:

_____

_____

_____

as provided in said Contract and in accordance with the Contract Documents. All of the terms and provisions of the above mentioned Contract, drawings, Project Manual, and addenda are by reference made a part hereof and fully incorporated herein, and are hereinafter referred to as "the Contract." All of the terms and provisions of Sections 31-5-51, 31-5-3, supra, Section 31-5-53 of the **Mississippi Code of 1972, Annotated**, as amended, and all other code sections cited herein are also by reference made a part hereof and fully incorporated herein.

II. PERFORMANCE BOND

NOW, THEREFORE, the condition of this Performance Bond is such that if Principal shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect, subject however, to the following conditions:

Whenever the Owner has performed its obligation but the Principal has defaulted under the terms of the Contract, or any portion thereof, and the Owner has declared the Principal to be in default, the Surety shall promptly:

1. Remedy the default, or
2. Complete the Contract in accordance with its terms and conditions, or
3. Procure the completion of the Contract in accordance with its terms and conditions.

Even if there should be a succession of defaults, the Surety is responsible for completion of the Contract. The Surety shall provide sufficient funds to pay the cost of completion of the Contract in its entirety including other costs and damages for which the Surety may be liable thereunder, less the balance of the Contract price. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by Owner to Principal under the Contract and any Change Orders thereto, less the amount paid by Owner to Principal.

III. LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, the condition of this Labor and Material Payment Bond is such that if Principal shall promptly make payments to all persons supplying labor or material used in the prosecution of the work under said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect; however, the Owner shall not be liable for the payment of any costs or expenses of any suit described in Subsection (2) of Section 31-5-51, supra.

Industrial Frigo USA Inc.
200 Hope Street Longwood, FL 32750
EIN 88-4119053 / Tel.. +1 407 335 6920
www.industrialfrigoiceusa.com

NOT REQUIRED

IV. BOND FOR PAYMENT OF TAXES AND OTHER ASSESSMENTS

NOW THEREFORE, the condition of this Bond for Payment of Taxes and Other Assessments is such that if Principal shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the State of Mississippi, or any County, Municipality, Board, Department, Commission, or political subdivision thereof, by reason of and directly connected with the performance of said Contract or any part thereof as provided by Sections 27-65-1, 27-65-21, 27-67-1, and 31-5-3, **Mississippi Code 1972, Annotated**, or any other applicable statute or other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

V. GENERAL CONDITIONS

The following conditions apply to all three (3) of the above-mentioned Bonds:

1. The Performance Bond is for an amount equal to the full amount of said Contract.
2. The Labor and Material Payment Bond is for an amount equal to the full amount of said Contract.
3. If any changes are made in the work, or any extensions of time are granted, or any increases in the total dollar amount of the Contract are made, such changes, extensions, increases, or other forbearance on the part of either the Owner or the Principal will not, in any way, release the Principal and Surety, or either of them, from their liability hereunder, or any portion thereof, notice to the Surety of any such change, extension, increase, or forbearance being expressly waived.
4. These Bonds are governed by and shall be construed in accordance with Mississippi law. Any inconsistency with these Bonds and any provision of Mississippi law shall be remedied by deleting the inconsistent portion of these Bonds and leaving the remaining consistent portions in full force and effect.

Signed and sealed this _____ day of _____, 20_____.

SURETY _____

Mississippi NAIC number: _____

By: _____
(Signature)

_____ Attorney-in-Fact
(Typed Name)
(Title)

Surety Agent MS Ins Dept License Number: _____
(Leave blank if you do not have a Mississippi #)

_____
(Surety Address)

_____
(Surety City/State/Zip/Phone)

_____
(MS LICENSED AGENT COMPANY NAME)
(add MS Agent's address below)

COUNTERSIGNED: (if Surety Agent above is NOT MS Licensed)

_____
(Signature)

_____ Licensed Mississippi Agent
(Typed Name)
(Title)

Countersignature Agent MS License Number: _____

_____
(MS Licensed Agent Address)

_____
(MS Licensed Agent City/State/Zip/Phone)

PRINCIPAL

_____

By:

_____
(Signature) (same person on Bond and Contract page)

_____
(Typed Name and Title)

_____
(Address)

_____
(City/State/Zip/Phone)

Surety Company, Surety Agent's Name, Address, etc. should be typed and with seal (preferably embossed seal) on Bond and P/A. The P/A should be for the Attorney-in-Fact with seal (preferably embossed seal).

The Contract Bond shall be duly executed by the Bidder AND a MS Licensed Agent said Surety approved by the MS Ins Dept
OR
signed by the Surety's Agent AND countersigned by a MS Licensed Agent for said Surety approved by the MS Ins Dept.

Countersignature, when signed, can be the same as the Attorney-in-Fact when the Attorney-in-Fact and/or Surety IS licensed in Mississippi. Countersignature will be different when the Attorney-in-Fact and/or Surety is "not" licensed in Mississippi. P/A will be for the Attorney-in-Fact.

Check the Surety Company AND the Surety Agent
AND/OR the Countersignature Company and/or Agent at MS Ins Dept web:
https://www.mid.ms.gov (or most up-to-date link)

Easier to locate Agent at MID when name agrees with MID licensed name.)

(Bond Agent MID or Code requirements are different from the Ins Cert Agent MID or Code requirements.)

July 30, 2025

CERTIFICATE OF INSURANCE INSTRUCTIONS

1. The *Certificate of Insurance* is a tabulation of insurance required for this Project as specified in Article 11 entitled *Insurance and Bonds* in the General Conditions (AIA Document A201, Sixteenth Edition, 2017).

2. The *Certificate of Insurance* must be completed, certified by the original signature of a Mississippi Licensed Insurance Agent and/or countersignature, dated, and bound in each set of the Contract Documents. Insurance Companies providing coverage and Agent and/or Countersignature Agent must be approved by the Mississippi Insurance Department on their web at https://www.mid.ms.gov (or most up-to-date link). (Agent does not have to be on the MID web "for providers necessarily" – but must be an approved Agent on MID web. Easier to locate Agent at MID when name agrees with MID licensed name.)

3. Indicate Insured, Project, Companies providing coverage, policy numbers and policy periods in the blanks as applicable.

4. If the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" insurance is part of the Commercial General Liability Insurance Policy, or included by endorsement, indicate the policy number and period of the CGL policy in the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" blank spaces.

5. Automobile Liability Insurance may be provided which covers Bodily Injury and Property Damage in one (1) Combined Single Limit, or may be provided with separate minimum limits as shown on the Certificate of Insurance and specified in Article 11 of the Supplementary Conditions. The person signing the Certificate of Insurance should show which option the Contractor has selected by marking out the coverage that is not provided under the policies indicated.

6. OTHER INSURANCE (if required) will be indicated by typing in the "OTHER" block and detailed in Article 11 of the Supplementary Conditions.

7. CERTIFICATION wording may not be changed without specific written approval from the Owner (nor on any Owner documents even beyond Insurance Certificate).

8. "Riders", Binders, TBA, TBD, or other unsolicited attachments, are not allowed as part of the *Certificate of Insurance* unless specifically requested in writing by the Owner, or specified as part of the requirements for this Project (nor on any Owner documents even beyond Insurance Certificate).

9. CAUTION: The *Certificate of Insurance* is intended to be used for all Projects. The Contractor must provide all insurance specified in the Contract Documents for this Project, whether indicated on this form, or not. The Contractor must verify all insurance has been provided as required.

10. In accepting the Insurance Certificate by Owner, it would be helpful if some indication is given when, and if, the Provider is a Surplus Line Carrier, a Broker, or Self Insured (because they may not be on the MID web list referenced herein). (The Owner will have to ask MID (or know) at some point.)

11. The Workers Comp insurance provider must be approved and show up on the Workers Comp web at http://www.mwcc.state.ms.us / Services / Proof of Coverage Inquiry / accept / etc. and at the last step – enter the "contractor's name".

Note: Regarding #2 and #11. At the MID web – you enter the Surety Company / Provider / Agent. At the MWCC web – You enter the Vendor's name, then click on the policy number to see the MWCC Ins Provider.

***** END OF SECTION *****

AFFIDAVIT CERTIFYING

Industrial Frigo USA Inc.
200 Ho[illegible] Longwood, FL 32750
EIN 38-4119053 / Tel.. +1 407 335 6920
www.industrialfrigoiceusa.com

PAYMENT TO ALL SUBCONTRACTORS

NO SUBCONTRACTORS REQUIRED

Owner

I acknowledge that, pursuant to Miss. Code Ann. §31-5-25 and H.B. 1562, Laws of 2002, that I am required to submit monthly certification indicating payments to subcontractors on prior payment requests. I, the undersigned Contractor, do hereby certify that I have paid the following amounts to subcontractors for Work which has been performed and incorporated into previous Applications for Payment which were issued and payment received from the Owner on the project listed below. I understand that this document must be submitted on a monthly basis after the submittal, approval and payment of Application for Payment #1. I understand that the Owner reserves the right to require me, the undersigned, to provide verification of payment and/ or additional information.

Project Number: _____

Project Name: _____

Using Agency: _____

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

Industrial Frigo USA Inc.
200 Hope Street Longwood, FL 32750
EIN 38-4119058 / Tel.. +1 407 335 6920
www.industrialfrigousa.com

Subcontractor: _____ Amount: $_____ NO SUBCONTRACTORS REQUIRED

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

(Attach additional list of subcontractors and amounts, if necessary)

Contractor Name and Title: _____

Contractor Certificate of Responsibility Number: _____

Contractor Signature: _____ Date: _____

STATE OF MISSISSIPPI

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned notary public,

this the _____ day of _____, 20_____.

_____
NOTARY PUBLIC

My Commission Expires:

_____

GENERAL CONDITIONS

PART 1 - GENERAL

1.01 **DESCRIPTION**

A. **SCOPE:** The **General Conditions of the Contract for Construction**, AIA Document A201, Seventeenth Edition, 2017, Articles 1 through 15 inclusive, is a part of this Contract and is incorporated herein.

B. **BIDDING COPY:** For the purpose of bidding, Contractors are presumed to be familiar with AIA Document A201, a copy of which may be obtained from the Professional, or examined in the Professional's office.

***** END OF SECTION *****

SUPPLEMENTARY CONDITIONS

PART 1 – GENERAL

1.01 **Description**

A. **Owner:** These supplements are necessary because the Owner is an agency, or political subdivision, of the State of Mississippi and occupies a different position from that of the usual Owner.

B. **Document:** The following supplements modify, change, delete from, or add to the **General Conditions of the Contract**, AIA Document A201, Seventeenth Edition, 2017. When any Article of the **General Conditions** is modified, or deleted, by these *Supplementary Conditions*, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause will remain in effect.

Article 1
GENERAL PROVISIONS

1.1 **Basic Definitions**

1.1.1 **The Contract Documents**

Change this subparagraph to read as follows:

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and Special Conditions), Drawings, Specifications and Addenda issued prior to the execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for minor changes in the Work issued by the Prime Professional. The Contract Documents also include the advertisement or invitation for bids or proposals, Instructions to Bidders, and the Contractor's bid or proposal.

1.1.2 **The Contract**

Change each instance of the word "*Architect*" to "*Prime Professional*" and each instance of the word "*Architect's*" to "*Prime Professional's*".

1.1.7 **Instruments of Service**

Change the word "*Architect*" to "*Prime Professional*" and change the word "*Architect's*" to "Prime Professional's".

1.1.8 **Initial Decision Maker**

Change this Subparagraph to read as follows:

The Initial Decision Maker is the person identified as the Professional in Paragraph 5.3.1 of the Standard Form of Agreement Between the Owner and the Contractor and will render initial decisions on Claims in accordance with Section 15.2.

1.1.9 Add a new Subparagraph as follows:

Commissioning Authority Professional
A professional independent of the Prime Professional retained by the owner who manages a quality-focused process for

enhancing the delivery of the project. The process focuses upon verifying and documenting that the facility and all of its systems are planned, designed, installed, tested, operated, and maintained to meet the Owner's project requirements.

1.2.1 Change this Subparagraph to read as follows:

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor and unless otherwise provided in the Contract Documents, this shall include all labor, materials, equipment, tools, machinery, water, heat, utilities, transportation, and other facilities and services, whether temporary or permanent and whether or not incorporated in the Work. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In case of any direct conflict among the Contract Documents, the specifications shall take precedence over the drawings, supplemental or special conditions shall take precedence over more general conditions or requirements, details shall take precedence over plans, and larger scale drawings shall take precedence over smaller scale drawings.

1.5 **Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

1.5.1 Change each instance of the word "*Architect*" to "*Prime Professional*" and each instance of the word "*Architect's*" to "*Prime Professional's*" and add a new sentence at the end of this Subparagraph:

This Paragraph in no way supersedes the Owner's document rights set forth in the separate Agreement Between the Owner and the Professional.

1.5.3 Add a new Subparagraph as follows:

Transparency
In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this agreement shall be posted to the State of Mississippi's accountability website at: https://www.transparency.mississippi.gov

1.6 **Notice**

1.6.1 Change this Subparagraph to read as follows:

Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is address and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if transmitted to the government or business issued e-mail address of the respective party.

1.7 **Digital Data Use and Transmission**

Delete the last sentence of this Paragraph.

1.8 **Building Information Models Use and Reliance**

Change this Paragraph to read as follows:

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in a written documents shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

Article 2
OWNER

2.1 **General**

2.1.1 Change this Subparagraph to read as follows:

The Owner, as used in these Documents, refers to the Owner, acting for and on behalf of the State of Mississippi and for the benefit of the Institution, Agency, or Department for which the Work under this Contract is being performed. The Owner is the entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's representative, who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization, is the individual who signed the Agreement Between the Owner and the Contractor, his successor in the case of that individual's retirement or termination, or his direct supervisor in the case of that individual's absence. Except as otherwise provided in Subparagraph 4.2.1, the Prime Professional does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

2.1.2 Delete this Subparagraph in its entirety.

2.2 **Evidence of the Owner's Financial Arrangements**

2.2.1 Delete this Subparagraph in its entirety.

2.2.2 Delete this Subparagraph in its entirety.

2.3.1 Delete this Subparagraph in its entirety.

2.2.3 Delete this Subparagraph in its entirety.

2.2.4 Delete this Subparagraph in its entirety.

2.3 **Information and Services Required of the Owner**

2.3.2 Add the word "*or Engineer*" following each instance of the word "*Architect*" and add the words "*or engineering respectively*" following each instance of the word "*architecture*".

2.3.3 Add the word "*or Engineer*" following each instance of the word "*Architect*".

2.3.6 Change this Subparagraph to read as follows:

Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary, but in no instance to exceed twenty-five (25) copies, for the execution of the Work.

2.4 **Owner's Right to Stop the Work**

Change this Subparagraph to read as follows:

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, the Owner may issue, or direct the Prime Professional to issue, a written order to the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. The rights and remedies under this Subparagraph are in addition to and do not in any respect limit any other rights of the Owner, including the right to terminate in accordance with Article 14.

2.5 **Owner's Right to Carry Out the Work**

Change this Paragraph read as follows:

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without predjudice to other remedies the Owner may have, correct such default or neglect. The Prime Professional may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Prime Professional's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Prime Professional, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

Article 3
CONTRACTOR

3.1 **General**

3.1.3 Change the word "*Architect*" to "*Prime Professional*" and change the word "*Architect's*" to "*Prime Professional's*".

3.2 **Review of Contract Documents and Field Conditions by Contractor**

3.2.2 Change each instance of the word "*Architect*" to "*Prime Professional*".

3.2.3 Change each instance of the word "*Architect*" to "*Prime Professional*".

3.2.4 Change the word "*Architect*" to "*Prime Professional*".

3.3 **Supervision and Construction Procedures**

3.3.1 Change each instance of the word "*Architect*" to "*Prime Professional*".

3.4 **Labor and Materials**

3.4.2 Change each instance of the word "*Architect*" to "*Prime Professional*" and add the words "*where such substitution results in a modification of the Contract Sum or Contract Time*" to the end of this sentence.

3.4.4 Add a new Subparagraph as follows:

Employee Status Verification System *If applicable, the 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. The 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. The 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. The Contractor understands and agrees that any breach of these warranties may subject the 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 the 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 cancellation/termination, the Contractor would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit.*

3.4.5 Add a new Subparagraph as follows:

In providing labor for the proper execution and completion of the Work, the Contractor shall comply with the provisions of Section 31-5-19 of the Mississippi Code of 1972, Annotated.

3.4.6 Add a new Subparagraph as follows:

In providing materials for the proper execution and completion of the Work, the Contractor shall comply with the provisions of Section 31-5-23 of the Mississippi Code of 1972, Annotated.

3.5 **Warranty**

3.5.1 Change each instance of the word "*Architect*" to "*Prime Professional*".

3.7 **Permits, Fees, Notices and Compliance with Laws**

3.7.1 Change this Subparagraph to read as follows:

Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for any applicable permits, fees, licenses, and inspections by government agencies necessary for the proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

3.7.3 Delete the words "*knowing it to be*" from this Subparagraph.

3.7.4 Change each instance of the word "*Architect*" to "*Prime Professional*" and change the word "*Architect's*" to "*Prime Professional's*".

3.7.5 Change the word "*Architect*" to "*Prime Professional*".

3.9 **Superintendent**

3.9.2 Change this Subparagraph to read as follows:

The Contractor, as soon as practicable after award of the Contract, and prior to commencement of any on-site Work, shall notify the Owner and Prime Professional of the name, qualifications and references of the proposed superintendent and any assistant superintendents where provided for in the Contract Documents. Within 14 days of receipt of the information, the Prime Professional shall notify the Contractor stating whether the Owner or the Prime Professional (1) has reasonable objection to the proposed superintendent based upon information provided or other requirements provided for in the Contract Documents or (2) requires additional information or time for review. Failure of the Prime Professional to respond within the 14-day period shall constitute notice of no reasonable objection.

3.9.3 Change the word "*Architect*" to "*Prime Professional*".

3.10 **Contractor's Construction and Submittal Schedules**

3.10.1 Change this Subparagraph to read as follows:

The Contractor, promptly after being awarded the Contract, and no later than fifteen days after the date established in the Notice to Proceed, shall submit for the Owner's and Prime Professional's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed the time limits current under the Contract Documents. Submission of a schedule that indicates or expresses an intent to complete Work prior to the time limits established by the Contract Documents shall not make the Owner liable to the Contractor for any failure to achieve early completion or obligate the Owner to take or prevent any actions to facilitate the Contractor's completion prior to the expiration of the Contract Time. The schedule shall be revised monthly or at more frequent intervals as required by the conditions of the Work and Project.

3.10.2 Change each instance of the word "*Architect's*" to "*Prime Professional's*" and change the word "*Architect*" to "*Prime Professional*".

3.10.3 Change the word "*Architect*" to "*Prime Professional*".

3.11 **Documents and Samples at the Site**

Change each instance of the word "*Architect*" to "*Prime Professional*".

3.12 **Shop Drawings, Product Data and Samples**

3.12.4 Change each instance of the word "*Architect*" to "*Prime Professional*".

3.12.5 Change each instance of the word "*Architect*" to "*Prime Professional*".

3.12.6 Change the word "*Architect*" to "*Prime Professional*".

3.12.7 Change the word "*Architect*" to "*Prime Professional*".

3.12.8 Change each instance of the word "*Architect's*" to "*Prime Professional's*" and change the word "*Architect*" to "*Prime Professional*".

3.12.9 Change the word "*Architect*" to "*Prime Professional*" and change the word "*Architect's*" to "*Prime Professional's*".

3.12.10.1 Change each instance of the word "*Architect*" to "*Prime Professional*".

3.12.10.2 Change each instance of the word "*Architect*" to "*Prime Professional*".

3.15 **Cleaning Up**

3.15.2 Change this Subparagraph to read as follows:

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be assessed to the Contractor.

3.16 **Access to Work**

Change this Paragraph to read as follows:
The Contractor shall provide the Owner, Prime Professional, Commissioning Authority Professional, Separate Contractors and their authorized representatives with access to the Work in preparation and progress wherever located. This shall include the provision of lifts, ladders, scaffolding and/or equivalent for access to elevated work.

3.17 **Royalties, Patents and Copyrights**

Change each instance of the word "*Architect*" to "*Prime Professional*".

3.18 **Indemnification**

3.18.1 Change this Subparagraph to read as follows:

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Owner, Prime Professional, Prime Professional's consultants, Commissioning Authority Professional, Commissioning Authority Professional's consultants, as well as 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 Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

Article 4
ARCHITECT

Change the title of this article from "*ARCHITECT*" to "*PRIME PROFESSIONAL*".

4.1 **General**

4.1.1 Change this Subparagraph to read as follows:

The Prime Professional is the person identified as the Professional in the Agreement Between the Owner and the Contractor and retained by the Owner pursuant to Section 2.3.2.

4.1.2 Change each instance of the word "*Architect*" to "*Prime Professional*".

4.2 **Administration of the Contract**

4.2.1 Change the first line of this Subparagraph to read as follows:

The Prime Professional will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative during construction until the end of the period for correction of Work as described in Section 12.2.

4.2.2 Change each instance of the word "*Architect*" to "*Prime Professional*".

4.2.3 Change each instance of the word "*Architect*" to "*Prime Professional*".

4.2.4 Change each instance of the word "*Architect*" to "*Prime Professional*" and each instance of the word "*Architect's*" to "*Prime Professional's*".

4.2.5 Change the word "*Architect's*" to "*Prime Professional's*" and change the word "*Architect*" to "*Prime Professional*".

4.2.6 Change each instance of the word "*Architect*" to "*Prime Professional*".

4.2.7 Change each instance of the word "*Architect*" to "*Prime Professional*" and each instance of the word "*Architect's*" to "*Prime Professional's*".

4.2.8 Change each instance of the word "*Architect*" to "*Prime Professional*".

4.2.9 Change the word "*Architect*" to "*Prime Professional*".

4.2.10 Change each instance of the word "*Architect*" to "*Prime Professional*" and the word "*Architect's*" to "*Prime Professional's*".

4.2.11 Change the word "*Architect*" to "*Prime Professional*" and the word "*Architect's*" to "*Prime Professional's*".

4.2.12 Change each instance of the word "*Architect*" to "*Prime Professional*".

4.2.13 Change the word "*Architect's*" to "*Prime Professional's*".

4.2.14 Change each instance of the word "*Architect*" to "*Prime Professional*".

Article 5
SUBCONTRACTORS

5.2 **Award of Subcontracts and Other Contracts for Portions of the Work**

5.2.1 Change this Subparagraph to read as follows:

Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, prior to award of the Contract by the Owner, shall furnish in writing to the Owner through the Prime Professional, the names, classifications, and COR #'s of Sub-Contractors over Fifty Thousand Dollars ($50,000.00) (as well as entities who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. Such list shall also include any Mechanical, Plumbing, or Electrical Sub-Contractor as listed on Proposal Form regardless of amount. Within 7 days of receipt of the information, the Prime Professional shall notify the Contractor whether the Owner or the Prime Professional (1) has reasonable objection to any such proposed Sub-Contractor or entity based upon information provided or other requirements provided for in the Contract Documents or (2) requires additional information or time for review. Failure of the Prime Professional to respond within the 7-day period shall constitute notice of no reasonable objection. Where a Project involves a Mississippi Landmark or a building and/or site potentially eligible for such designation, the Contractor shall also furnish documentation that all Sub-Contractors, regardless of Sub-Contract amount, have at least the minimum number of years of successful experience specified by the Prime Professional in work on previous projects involving State or National Landmarks of similar type, scale and complexity and that all key personnel to be utilized to perform the Work are experienced craftsmen with not less than five (5) years of experience.

5.2.2 Change this Subparagraph to read as follows:

The Contractor shall not contract with a proposed Sub-Contractor or entity to whom the Owner or Prime Professional has made reasonable and timely objection. Other than the Mechanical, Plumbing, or Electrical Sub-Contractors as listed on the Proposal Form, the Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection. Only where the listed Mechanical, Plumbing, or Electrical Sub-Contractor has (1) closed their business (2) entered into bankruptcy or (3) refuses to enter into a contract with the Contractor will substitution of such Sub-Contractor be permitted prior to the execution of the Agreement Between the Owner and Contractor. Substitution for refusal to enter into contract shall not be permitted if the reason for such refusal is due to unilateral reduction by Contractor of such Sub-Contractor's bid price.

5.2.3 Change this Subparagraph to read as follows:

If the Owner or Prime Professional has reasonable objection to a Sub-Contractor or entity proposed by the Contractor, other than the Mechanical, Plumbing, or Electrical Sub-Contractors as listed on the Proposal Form, the Contractor shall propose another to whom the Owner or Prime Professional has no reasonable objection. Neither the Contract Sum nor Contract Time may be increased or decreased due to any change in Sub-Contractor or entity. Failure of Contractor to identify Sub-Contractors or entities to whom the Owner and Prime Professional have no reasonable objections within 10 working days of initial submission shall result in the bid or proposal being deemed non-responsible at which time the Owner may elect to award to the next lowest responsive, responsible bidder or resolicit the project.

5.2.4 Change this Subparagraph to read as follows:

Following the execution of the Agreement Between the Owner and Contractor, the Contractor shall not substitute a Sub-Contractor or entity for one previously selected if the Owner or Prime Professional makes reasonable objection to such substitution. In no case shall substitution of Mechanical, Plumbing or Electrical Sub-Contractors be permitted except where such Sub-Contractor has (1) closed their business (2) entered into bankruptcy (3) becomes in arrears or (4) becomes involved in an ongoing dispute with the Contractor related to the Sub-Contractor's execution, workmanship, or timely performance of their potion of the Work.

Article 6

6.2.2 Change each instance of the word "*Architect*" to "*Prime Professional*".

6.3 Change the word "*Architect*" to "*Prime Professional*".

Article 7
CHANGES IN THE WORK

7.2 **Change Orders**

7.2.1 Change each instance of the word "*Architect*" to "*Prime Professional*".

7.2.2 Add a new Subparagraph as follows:

The maximum mark-up included in a Change Order for profit and overhead is limited to twenty percent (20%) of the total of the actual cost for materials, labor and subcontracts. Profit and overhead include: all taxes, fees, permits, insurance, bond, job superintendent, job and home office expense. All Sub-Contractors and Sub-Sub-Contractors shall acquiesce to the same requirements when participating in a Change Order.

7.3 **Construction Change Directives**

7.3.4 Change the word "*Architect*" to "*Prime Professional*".

7.3.4.1 Change the word "*Architect*" to "*Prime Professional*".

7.3.6 Change this Subparagraph to read as follows:

Upon receipt of a Construction Change Directive signed by the Prime Professional and the Owner, the Contractor shall promptly proceed with the change in the Work and advise the Prime Professional of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.7 Change this Subparagraph to read as follows:

A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall become effective once signed by the Prime Professional and the Owner and will subsequently be incorporated into a Change Order.

7.3.8 Change the word "*Architect*" to "*Prime Professional*".

7.3.9 Change this Subparagraph to read as follows:

Until such time that a Construction Change Directive is recorded as a Change Order, the Contractor may not request payment for Work completed under the Construction Change Directive in Applications for Payment.

7.3.10 Change each instance of the word "*Architect*" to "*Prime Professional*".

7.4 Change each instance of the word "*Architect*" to "*Prime Professional*" and the word "*Architect's*" to "*Prime Professional's*".

Article 8

TIME

8.1 **Definitions**

8.1.2 Change this Subparagraph to read as follows:

The date of commencement of the Work is the date established in the Notice to Proceed.

8.1.3 Change the word "*Architect*" to "*Prime Professional*".

8.2 **Progress and Completion**

8.2.1 Change this Subparagraph to read as follows:

Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work and acknowledges that such period includes time for all applicable submittals, selections, reviews, approvals, inspections, meetings, as well as discovery and investigation of any latent conditions.

8.2.2 Change this Subparagraph to read as follows:

The Contractor shall not knowingly commence the Work prior to the date established in the Notice to Proceed or the effective dates of bond and insurance required to be furnished by the Contractor.

8.3 **Delays and Extensions of Time**

8.3.1 Change this Subparagraph to read as follows:

If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Prime Professional, of an employee of either, or of a Separate Contractor; (2) by labor disputes, pandemics, acts of terrorism, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions in excess of any weather days otherwise provided for in the Contract Documents that are documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (3) by delay authorized by the Owner pending dispute resolution; or (4) by other causes that the Contractor asserts, and the Owner, in consultation with the Prime Professional determines justify delay, then the Contract Time shall be extended for such reasonable time as the Owner, in consultation with the Prime Professional, may determine. Such determination shall take into consideration the critical path of the Work and will be reduced by any float in the Contractor's Construction Schedule that does not affect the overall completion of the Work. Except where such delay is due to suspension by the Owner in accordance with Article 14 or such delay has the effect of stopping all progress of the Work for 14 calendar days or more, the Contract Sum will not be increased for additional general overhead expenses; however, it may be increased for direct expenses directly related to the delay of specific portions of the Work so delayed. Any claim for loss or any delay occasioned by any Sub-Contractor or entity under contract with the Contractor, shall be settled between the Contractor and such other Sub-Contractor or entity.

Article 9
PAYMENTS AND COMPLETION

9.2 **Schedule of Values**

Change this Paragraph to read as follows:

Where the Contract is based on a stipulated sum, the Contractor shall submit a schedule of values to the Prime Professional, at least 10 working days before the first Application for Payment, a schedule of values allocating the entire Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Prime Professional. This schedule, unless objected to by the Prime Professional or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any subsequent changes to the schedule of values shall be submitted to the Prime Professional and supported by such data to substantiate its accuracy as the Prime Professional may require, and unless object to by the Prime Professional or Owner, shall be used as a basis for reviewing the

Contractor's subsequent Applications for Payment.

9.3 **Applications for Payment**

9.3.1 Add a new sentence to the end of this Subparagraph:

The form of Application for Payment will be AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet, or a computer generated form containing similar data.

9.3.1.1 Delete this Subparagraph in its entirety.

9.3.1.3 Add a new Clause to Subparagraph 9.3.1 as follows:
On any contract as described herein, of which the total amount is Two Hundred Fifty Thousand Dollars ($250,000.00) or greater, or on any contract with a subcontractor, regardless of amount, five percent (5%) shall be retained until the Work is at least fifty percent (50%) complete, on schedule and satisfactory in the Prime Professional's opinion, at which time fifty percent (50%) of the retainage held to date shall be returned, subject to consent of surety, to the prime contractor for distribution to the appropriate subcontractors and suppliers; provided, however, that future retainage shall be withheld at the rate of two and one-half percent (2 1/2%). When submitting request for reduction in retainage, the Contractor will include, with the application, a Consent of Surety to Reduction which is AIA Form G707A, and a Power of Attorney. (Code 31-5-33)

9.3.1.4 Add a new Clause to Subparagraph 9.3.1 as follows:

The Contractor must submit each month with this Application for Payment a separate letter stating that he is requesting an extension of time or that he had no need for an extension for that period of time. No payment on a monthly application will be considered due and payable until the letter is received. Complete justification such as weather reports or other pertinent correspondence must be included for each day's request for extension. A Contractor's letter, or statement, will not be considered as adequate justification. The receipt of this request and data by the Owner will not be considered as approval of the Owner or Prime Professional in any way.

9.3.2.1 Add a new Clause to Subparagraph 9.3.2 as follows:

Payment in an amount not greater than the documented cost paid by the Contractor for ~~on~~ materials stored at some location other than the Project site, may be approved by the Prime Professional and the Owner after the Contractor has submitted the following items:

.1 An acceptable Lease Agreement between the General Contractor and the owner of the land, or building, where the materials are stored covering the specific area where the materials are located.
.2 Consent of Surety, or other acceptable Bond, to cover the materials stored off-site.
.3 All Perils Insurance coverage for the full value of the materials stored off-site.
.4 A Bill of Sale from the Manufacturer to the General Contractor for the stored materials.
.5 A complete list and inventory of materials manufactured, stored and delivered to the storage site and of materials removed from the storage site and delivered to the job site.
.6 A review by the Prime Professional of the materials stored off-site prior to release of payment. Where the storage location is greater than 50 miles of the building site, the Contractor shall pay or reimburse reasonable travel costs of the Prime Professional and/or his Consultants for such review.
.7 Guarantee no storage costs, additional delivery fees, or subsequent costs to the Owner.

9.4 **Applications for Payment**

9.4.1 Change each instance of the word "*Architect*" to "*Prime Professional*" and the word "*Architect's*" to "*Prime Professional's*".

9.4.2 Change each instance of the word "*Architect*" to "*Prime Professional*" and each instance of the word "*Architect's*" to "*Prime Professional's*".

9.5 **Decisions to Withhold Certification**

9.5.1 Change each instance of the word "*Architect*" to "*Prime Professional*" and the word "*Architect's*" to "*Prime Professional's*".

9.5.1.7 Delete the word "*repeated*" from this Clause.

9.5.2 Change the word "*Architect*" to "*Prime Professional*".

9.5.3 Delete this Subparagraph in its entirety.

9.5.4 Change each instance of the word "*Architect*" to "*Prime Professional*".

9.6 **Progress Payments**

9.6.1 Change each instance of the word "*Architect*" to "*Prime Professional*".

9.6.2 Change the first line of this Subparagraph to read as follows:

The Contractor shall pay each Sub-Contractor and material supplier, in accordance with Section 31-5-27 of the Mississippi Code 1972, Annotated, in proportion to the percentage of work completed by each less applicable retainage.

9.6.3 Change each instance of the word "*Architect*" to "*Prime Professional*".

9.6.4 Change the word "*Architect*" to "*Prime Professional*".

9.6.9 Add a new Subparagraph as follows:

The amount retained by the Contractor from each payment to each Sub-Contractor and material supplier shall not exceed the percentage retained by the Owner from the Contractor.

9.6.9.1 Add a new Clause to Subparagraph 9.6.9 as follows:

The Contractors shall submit monthly certification, in accordance with Section 31-5-25 of the Mississippi Code 1972, Annotated, on Owner's "Affidavit Certifying Payment to All Subcontractors" form, to the Prime Professional indicating payments to subcontractors on prior payment request.

9.6.10 Add a new Subparagraph as follows:

The Owner agrees to make payment in accordance with Mississippi Law on "Time for full and final payment to contractors; exemptions; monthly submission by contractors of proof of payment to subcontractors", Section 31-5-25 of the Mississippi Code of 1972, Annotated, which generally provides for payment of undisputed amounts within forty-five (45) days of when they are due and payable. Payments by state agencies using the statewide electronic payment and remittance vehicle shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Contractor shall remain responsible and liable for full performance.

9.7 **Failure of Payment**

Change this Paragraph to read as follows:

The Contractor and the Owner shall be subject to the remedies as prescribed in Section 31-5-25 of the Mississippi Code 1972, Annotated.

9.8 **Substantial Completion**

9.8.1 Add the following sentence to the end this Subparagraph to read as follows:

In order to be considered occupiable or utilizable by the Owner, all life safety systems must be operable and tested and the commissioning requirements for the Work or designated portion thereof must be complete except for thermographs of electrical systems, trend log monitoring, seasonal testing, near-warranty end activities and verification of training sessions.

9.8.3 Change this Subparagraph to read as follows:

Upon receipt of the Contractor's list, the Prime Professional will promptly visit the site to determine whether the Work or designated portion thereof is substantially complete. If, in the opinion of the Prime Professional, the Work or designated portion thereof is not substantially complete, the Prime Professional will not proceed with inspection and the Prime Professional will report the reasons for such determination to the Contractor. In such case, the Contractor shall then submit a revised list and request for inspection when these reasons have been resolved.

9.8.4 Change this Subparagraph to read as follows:

When the Work or designated portion thereof is substantially complete and affirmed by the Owner, the Prime Professional will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the punch list accompanying the Certificate. Unless otherwise provided in the Contract Documents, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.9 **Partial Occupancy or Use**

9.9.1 Change each instance of the word "*Architect*" to "*Prime Professional*".

9.9.2 Change the word "*Architect*" to "*Prime Professional*".

9.10 **Final Completion and Final Payment**

9.10.1 Change this Subparagraph and add the associated Clauses to read as follows:

When, in the opinion of the Contractor, the Work is ready for final inspection and acceptance by the Owner, the Contractor shall make such notice to the Prime Professional.

1. *Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance by the Owner, the Prime Professional will promptly visit the site and assess the state of the Work to determine if it is ready for final inspection by the Owner. If, in the Prime Professional's judgment, the Work is not ready for final inspection, the Prime Professional will report the reasons for such determination to the Contractor. In such case, the Contractor shall then submit a revised request for final inspection when these reasons have been resolved.*

2. *Once the Prime determines the Work is ready for final inspection, the Prime Professional will call for final inspection of the with the Owner for the purpose of determining whether the Work is acceptable under the Contract Documents.*
3. *The final inspection shall be conducted in the presence of the Owner and a list of defects or discrepancies, if any, will be compiled into a final punch list furnished to all parties.*
4. *Once corrections of all final punch list items have been confirmed by the Prime Professional, the Prime Professional will provide a letter recommending final acceptance of the Work to the Owner.*

9.10.2 Change this Subparagraph to read as follows:

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Prime Professional (1) final application for payment, (2) consent of surety to final payment, (3) power of attorney, (4) Contractor's affidavit of release of liens, (5) Contractor's affidavit of payment of debts and claims, (6) Contractor's guarantee of work, (7) Project Record Documents and (8) certificates, warranties, guarantees, bonds or documents as called for in the individual sections of the Project Manual. The final payment will be reduced by the value of any amounts assessed to the Contractor

per Section 2.5 Owner's Right to Carry Out the Work, Section 6.3 Owners Right to Clean Up, or Section 9.11 Liquidated Damages where such amounts have not been reconciled by a Change Order per Section 7.2 prior to final acceptance unless such amounts have been resolved via separate agreement(s) between the Owner and the Contractor.

9.11 **Liquidated Damages**

9.11.1 Add a new Paragraph as follows:

Time being of the essence and a matter of material consideration thereof, a reasonable estimate in advance is established to cover losses incurred by the Owner if the project is not substantially complete on the date set forth in the Contract Documents. The Contractor and his Surety will be liable for and will be assessed by the Owner the sums stipulated in Paragraph 2.2 of the Standard Form of Agreement Between the Owner and the Contractor as fixed and agreed as liquidated damages for each calendar day of delay until the work is substantially complete unless circumstances dictate otherwise in the discretion of the Owner. The Contractor and his Surety acknowledge that losses to the Owner caused by the delay of the Contractor are not readily ascertainable and that the amount estimated per day and established as liquidated damages is reasonable and not a penalty.

Article 10
PROTECTION OF PERSONS AND PROPERTY

10.2 **Safety of Persons and Property**

10.2.5 Change this Subparagraph to read as follows:

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Sub-Contractor, a Sub-Sub-Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible for Clauses 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss attributable to acts or omissions of the Owner or Prime Professional and not attributable to the fault or negligence of the Contractor. Where damage or loss is insured under property insurance required by the Contract Documents, the Contractor shall promptly report, file and facilitate the claim process so as to minimize any impacts on the timely completion of the Work. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

10.3 **HAZARDOUS MATERIALS**

10.3.2 Delete this Subparagraph in its entirety.

10.3.3 Delete this Subparagraph in its entirety.

10.3.4 Delete this Subparagraph in its entirety.

10.3.5 Delete this Subparagraph in its entirety.

10.3.6 Delete this Subparagraph in its entirety.

Article 11
INSURANCE AND BONDS

11.1 **Contractor's Insurance and Bonds**

11.1.1 Add a sentence to the end of this Subparagraph as follows:

Insurance shall be purchased to protect the Contractor from claims set forth below for not less than the limits of liability specified below or required by law, whichever coverage is greater, which may arise out of or result from the Contractor's

operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Sub-Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Add new Clauses as follows:

.1 GENERAL LIABILITY:
Commercial General Liability
(Including XCU)

General Aggregate	*$*	*1,000,000.00 Aggregate*
Products & Completed Operations	*$*	*1,000,000.00 Aggregate*
Personal & Advertising Injury	*$*	*500,000.00 Per Occurrence*
Bodily Injury & Property Damage	*$*	*1,000,000.00 Per Occurrence*
Fire Damage Liability	*$*	*50,000.00 Per Occurrence*
Medical Expense	*$*	*5,000.00 Per Person*

.2 OWNERS & CONTRACTORS PROTECTIVE LIABILITY:

Bodily Injury & Property Damage	*$*	*1,000,000.00 Aggregate*
Bodily Injury & Property Damage	*$*	*500,000.00 Per Occurrence*

.3 AUTOMOBILE LIABILITY:
(Owned, Non-owned & Hired Vehicles)
Contractor Insurance Option Number 1:

Bodily Injury & Property Damage	*$*	*500,000.00 Per Occurrence*
(Combined Single Limit)		
Contractor Insurance Option Number 2:		
Bodily Injury	*$*	*250,000.00 Per Person*
Bodily Injury	*$*	*500,000.00 Per Accident*
Property Damage	*$*	*100,000.00 Per Occurrence*

.4 EXCESS LIABILITY:
(Umbrella on projects over $500,000)

Bodily Injury & Property Damage	*$*	*1,000,000.00 Aggregate*
(Combined Single Limit)		

.5 WORKERS' COMPENSATION:
(As required by Statute)
EMPLOYERS' LIABILITY:

Accident	*$*	*100,000.00 Per Occurrence*
Disease	*$*	*500,000.00 Policy Limit*
Disease	*$*	*100,000.00 Per Employee*

.6 PROPERTY INSURANCE:

Builder's Risk	*$*	*Equal to Value of Work*
or		
Installation Floater	*$*	*Equal to Value of Work*

11.1.5 Add a new Subparagraph to read as follows:

Insurance shall be maintained without interruption from the date of commencement of the Work until the date of final payment unless otherwise noted on the Certificate of Substantial Completion.

11.1.6 Add a new Subparagraph to read as follows:

Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to final execution of the Contract and

thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. Information concerning reduction of coverage on account of revised limits or clams paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

11.1.7 Add a new Subparagraph as follows:

If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the Contract; the termination date, or the policy, or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment.

11.1.8 Add a new Subparagraph as follows:

If any insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.

11.1.9 Add a new Subparagraph as follows:

The Owner as fiduciary shall have power to adjust and settle a loss with Insurers unless one of the parties in interest shall object in writing within five (5) days after occurrence of loss.

11.2 **Owner's Insurance**

Delete this Paragraph in its entirety and substitute the following:

The Contractor shall purchase and maintain such insurance as will protect the Owner from his contingent liability to others for damages because of bodily injury, including death, and property damage, which may arise from operations under this Contract and other liability for damages which the Contractor is required to insure under any provision of this Contract. Certificate of this insurance will be filed with the Owner and will be the same limits set forth in 11.1.5.

11.2.1 Delete this Subparagraph in its entirety.

11.2.2 Delete this Subparagraph in its entirety.

11.2.3 Delete this Subparagraph in its entirety.

11.3 **Waivers of Subrogation**

11.3.1 Delete this Subparagraph in its entirety.

11.3.2 Delete this Subparagraph in its entirety.

11.5 **Adjustment and Settlement of Insured Loss**

11.5.1 Delete this Subparagraph in its entirety.

11.5.2 Delete this Subparagraph in its entirety.

Article 12
UNCOVERING AND CORRECTION OF WORK

12.1 **Uncovering of Work**

12.1.1 Change each instance of the word "*Architect's*" to "*Prime Professional's*", change the word "*Architect*" to "*Prime Professional*",

and add the words "*or Contract Sum*" at the end of this sentence.

12.1.2 Change each instance of the word "*Architect*" to "*Prime Professional*".

12.2 **Correction of Work**

12.2.1 Change the word "*Architect*" to "*Prime Professional*" and the word "*Architect's*" to "*Prime Professional's*".

12.2.2.1 Change the word "*Architect*" to "*Prime Professional*".

Article 13
MISCELLANEOUS PROVISIONS

13.1 **Governing Law**

Change this Paragraph to read as follows:

The Contract shall be governed by the laws of the State of Mississippi.

13.3 **Rights and Remedies**

13.3.2 Change the word "*Architect*" to "*Prime Professional*".

13.4 **Tests and Inspections**

13.4.1 Change each instance of the word "*Architect*" to "*Prime Professional and Commissioning Authority Professional*".

13.4.2 Change the first two instances of the word "*Architect*" to "*Prime Professional*" and the second two instances of the word "*Architect*" to "*Prime Professional and Commissioning Authority Professional*".

13.4.3 Change the word "*Architect*" to "*Prime Professional's and Commissioning Authority Professional's*".

13.4.5 Change each instance of the word "*Architect*" to "*Prime Professional and/or the Commissioning Authority Professional*".

13.5 Delete this Paragraph in its entirety.

Article 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 **Termination by the Contractor**

14.1.1.3 Change the word "*Architect*" to "*Prime Professional*".
14.1.1.4 Delete this Clause in its entirety.

14.1.3 Change the word "*Architect*" to "*Prime Professional*".

14.1.4 Change the word "*Architect*" to "*Prime Professional*".

14.2 **Termination by the Owner for Cause**

14.2.1.1 Delete the word "*repeatedly*" from this Clause.

14.2.1.3 Delete the word "*repeatedly*" from this Clause.

14.2.1.3 Delete the word "or" from this Clause.

14.2.1.4 Change the period to a semi-colon and add the word "*or*" to this Clause.

14.2.1.5 Add a new Clause as follows:

fails to achieve Substantial Completion of the Project within the time limits established by the Contract Documents.

14.2.2 Change the word "*Architect*" to "*Prime Professional*" and change the words "*certification by*" to "*advice of*".
14.2.4 Change the word "*Architect's*" to "*Prime Professional's*".

Article 15
CLAIMS AND DISPUTES

15.1 **Claims**

15.1.2 Change this Subparagraph to read as follows:

Commencement of Statutory Limitation Period
The Owner and Contractor shall commence all claims and causes of action within the time period specified by applicable state law.

15.1.3.1 Change each instance of the word "*Architect*" to "*Prime Professional*".

15.1.4 Change this Subparagraph to read as follows:

Where both the Owner and the Contractor concur with the Initial Decision Maker's decision, the Contract Sum and Contract Time shall be adjusted in accordance with Article 7 and the Prime Professional will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

15.1.7 Delete this Subparagraph in its entirety.

15.2 **Initial Decision**

15.2.1 Change this Subparagraph to read as follows:

Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3 and 10.4, shall be referred to the Initial Decision Maker for initial decision. The Prime Professional will serve as the Initial Decision Maker. An initial decision by the Initial Decision Maker shall be required as a condition precedent to arbitration or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered by the Initial Decision Maker. The Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

15.2.2 Change the words "*approve the Claim*" to "*recommend approval of the Claim to the Owner*".

15.2.4 Change the words "*reject or approve the Claim*" to "*recommend rejection or approval of the Claim to the Owner*".

15.2.5 Change the Subparagraph to read as follows:

The Initial Decision Maker will render an initial decision to recommend approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision recommendation shall (1) be in writing; (2) state the

reasons therefor; and (3) notify the parties and the Prime Professional, if the Prime Professional is not serving as the Initial Decision Maker, of any recommended change in the Contract Sum or Contract Time or both. Where the Owner concurs with the recommendation it is binding on the parties but subject to arbitration or litigation.

15.2.6 Delete this Subparagraph in its entirety.

15.2..6.1 Delete this Clause in its entirety.

15.3 **Mediation**

15.3.1 Delete this Subparagraph in its entirety.

15.3.2 Delete this Subparagraph in its entirety.

15.3.3 Delete this Subparagraph in its entirety.

15.3.3 Delete this Subparagraph in its entirety.

15.3.4 Delete this Subparagraph in its entirety.

15.4 **Arbitration**

15.4.1 Delete this Subparagraph in its entirety.

15.4.1.1 Delete this Clause in its entirety.

15.4.2 Delete this Subparagraph in its entirety.

15.4.3 Delete this Subparagraph in its entirety.

15.4.4 Delete this Subparagraph in its entirety.

15.4.4.1 Delete this Clause in its entirety.

15.4.4.2 Delete this Clause in its entirety.

15.4.4.3 Delete this Clause in its entirety.

15.5 Add a new Paragraph as follows:

Arbitration Procedures for the Owner

All matters of dispute arising out of any agreement with the Owner or Owner's Board for planning, design, engineering, construction, erection, repair, or alteration of any building, structure, fixture, road, highway, utility or any part thereof, or any agreement with the Owner or Owner's Board for architectural, engineering, surveying, planning, and related professional services which provides for mediation or arbitration, shall comply with the following course for resolution. No arbitration hearing shall be granted on any claim in excess of One Hundred Thousand Dollars ($100,000.00).

15.5.1 Add a new Subparagraph and Clauses as follows:

Conditions Precedent to Arbitration

.1 The aggrieved party must first notify opposing party in writing in detail of the matter(s) in dispute the amount involved and

the remedy sought. Such writing shall include copies of any documents, writings, plans, or other matter pertinent to the resolution of the dispute. The Director/Head of the Owner and a principal of the opposing party shall be the proper parties for such notice and shall be active parties in any subsequent dispute resolution.

.2 If the dispute cannot be satisfactorily resolved, within thirty (30) days of the complaint being rejected in writing by either party, notice by certified mail shall be given to the Director or Head of Owner or Owner's Board. A copy of the notice shall be sent by certified mail to the opposing party. Such notice shall be in writing setting forth in detail the matter(s) in dispute, the amount involved, the remedy sought and state that informal resolution between the parties cannot be reached. Such writing shall include copies of any documents, writings, plans, or other matter pertinent to the resolution of the dispute. Opposing party shall have the opportunity to set forth in writing a rebuttal with pertinent documents attached. At the sole discretion of the Deputy Director, oral testimony may be had on the matter.

15.5.2 Add a new Subparagraph as follows:

Requests for Arbitration

Within thirty (30) days of a claim being rejected in writing by the Director or Head of Owner or Owner's board, either party may request arbitration. Notices for requests for arbitration shall be made in writing to the Executive Director / Director of Owner or Owner's Board. Such notice shall set forth in detail the matter(s) in dispute, the amount involved, and the remedy sought. A copy of the request shall be mailed to the opposite party. The party requesting arbitration must deposit the sum of two hundred ($200.00) with its request as a deposit against costs incurred by the arbitrators. Each party will be notified in writing in any manner provided by law of certified mail not less than twenty (20) days before the hearing of the date, time and place for the hearing. Appearance at the hearing waives a party's right to notice.

15.5.3 Add a new Subparagraph as follows:

Selection of Arbitrators

Upon request for arbitration, a panel of three (3) arbitrators shall be chosen. One (1) member shall be appointed by the Executive Director / Director or Head of Owner or Owner's Board. One (1) member shall be appointed by the executive director of a professional or trade association which represents interests similar to that of the non-state party. The third member shall be appointed by the first two.

15.5.4 Add a new Subparagraph as follows:

Hearings

All hearings shall be open to the public. All hearings will be held in Jackson, Mississippi, unless another location is mutually agreed to by the parties. The hearings shall be conducted as prescribed by ***Mississippi Code 1972, Annotated****, Sections 11-15-113, 11-15-115, and 11-15-117. A full and complete record of all proceedings shall be taken by a certified court reporter. The scheduling and cost of retaining the court reporter shall be the responsibility of the party requesting arbitration. The costs of transcription of the record shall be the responsibility of the party requesting such transcript. No arbitration hearing shall be held without a certified court reporter. Deliberations of the arbitrators shall not be part of the record.*

15.5.5 Add a new Subparagraph as follows:

Awards

Awards shall be made in writing and signed by the arbitrators joining in the award. A copy of the award shall be delivered to the parties by certified mail.

15.5.6 Add a new Subparagraph as follows:

Fees and Expenses

Reasonable fees and expenses, excluding counsel fees, incurred in the conduct of the arbitration shall be at the discretion of

the Arbitrator except each party shall bear its own attorney's fees and costs of expert witnesses.

15.5.7 Add a new Subparagraph as follows:

Modifications, Confirmations, and Appeals

All modifications, confirmations and appeals shall be as prescribed by ***Mississippi Code 1972, Annotated****, Section 11-15-123 et seq. All awards shall be reduced to judgment and satisfied in the same manner other judgments against the State are satisfied.*

15.5.8 Add a new Subparagraph as follows:

Secretary for the Arbitrators

All notices, requests, or other correspondence intended for the arbitrators shall be sent to Executive Director / Director / Head of Owner or Owner's Board.

PART 2 – FEDERAL REQUIREMENTS

2.01 APPLICABILITY

When project funding includes Federal funds, the applicable Federal Labor Standards Provisions will be included herein, to which the Contractor, and all Subcontractors, shall be subject to. Where no such pages are included, then no special provisions shall apply.

PART 3 - WAGE RATES

3.01 GENERAL

When project funding includes Federal funds, the applicable Federal Government Wage Determinations will be included herein, to which the Contractor, and all Subcontractors, shall be subject to. Where no such pages are included, then no special wages shall apply.

THE CITY OF
OXFORD

Specifications

Temporary Ice Skating Rink for Holly Jolly Holiday

107 Courthouse Square
Oxford, Mississippi

Mayor

Robyn Tannehill

Board of Alderman

Erin Smith, Ward I

Mark Huelse, Ward II

Brian Hyneman, Ward III

Kesha Howell-Atkinson, Ward IV

Preston Taylor, Ward V

Jason Bailey, Pro-Tem, Ward VI

Mary Margaret Crowe, Alderman At-Large

107 Courthouse Square
Oxford, Mississippi 38655

July 2025

I. Technical Specifications

A. The prospective bidder agrees to provide, install, and maintain the following:

- 40' x 80' ice skating rink with sides (curved or 90 degree corners). The skating area will be 3,200 square feet.
- High Efficiency Refrigeration Chiller adequate to control ice for the ice rink. The chiller shall include a heat pump, Glycol tanks and dasher board for the 3,200 square foot ice rink.
- 225 ice skates of various sizes.
- Skating aids (10 or more).
- Technician(s) needed for ice skate setup and breakdown.
- Maintenance technician for repair and maintenance service during event. If the skating rink has to be closed for repair, a maintenance technician must be able to be on-site and to repair the rink to full operational status within 24 hours. If the equipment is not working for more than 24 hours, resulting in loss of revenue from the City of Oxford, then the average daily sales will be deducted from final pay app.
-

B. The City of Oxford will provide the following items necessary for operation of the ice skating rink:

- Power source for skating rink within 20 feet of skating rink. 480 volts 3 phase60 Hz 200 amps
- Tap water connection and fees for water use.
- Covered, level, concrete deck area for installation.
- Fork lift to unload materials.

II. Installer's requirements

- Installers must provide references for similar projects upon request.
- Insurance requirements are listed in Article 11.
- The equipment must be in good working order. Damages resulting from unloading or loading are the responsibility of the installer.
- If the equipment is not working for more than 24 hours, resulting in loss of revenue from the City of Oxford, then the average daily sales will be deducted from final pay app.

III. Performance requirements

The equipment provided should be in good working order. Damages to equipment during unloading or loading is the responsibility of the bidder. The City of Oxford is not responsible for any damages to equipment resulting from installation and maintenance of the product.

A bid bond (or 5% certified check) and a performance bond will be required for this contract. Per the terms on Bonds General Conditions (Page 15), "The Performance Bond is for an amount equal to the full amount of said Contract".

IV. Pre-Bid Conference

A non-voluntary pre-bid meeting will be held at the mTrade Park Pavilion at 11:00 am on August 19th. Potential bidders are highly encouraged to attend the pre-bid meeting.

V. Ice Skating Rink Location See Appendix A

Appendix A

Location of Temporary Ice Skating Rink

OXFORD
GENERAL GOVERNMENT
Mark Levy, RLA, ASLA
mTrade Park Pavilion
Temporary Ice Skating Rink Layout
328 Old Sardis Road
Oxford, Mississippi
REVISIONS
DATE: 07/29/2025
DRAWN BY: Mark Levy
SITE PLAN
SHEET NO: L100
FLAT CONCRETE PAVING
40' X 85' ICE SKATING RINK
SKATE STORAGE
TRANSFORMER
EXTENTS OF ROOF OVERHEAD

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To:	Robyn Tannehill, Mayor, & Board of Aldermen
From:	John Crawley, P.E., City Engineer
CC:	Hollis Green, COO / Rob Neely P.E., General Manager, Oxford Utilities
Date:	September 16, 2025
Re:	Request to Accept Low Bids, 2025-2026 Annual Material Bids

On Tuesday, September 9, 2025 bids were opened and read aloud at City Hall for the 2025-2026 fiscal year annual material bids. The bid tabulations for each category are attached hereto. Engineering recommends accepting the low bids as shown.

Please note, there was one bid deemed unresponsive due to it being sent to the wrong address that was specified on the "Instructions for Bidders" section of the bid packet. Nor, was it marked as a sealed bid, thus it was not received by Engineering until after bids were opened, therefore, that bid was deemed non-responsive.

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	$ 31.50	**NUNLEY TRUCKING**	**662-424-0080**
2	WASHED ROAD GRAVEL	TON	$ 38.50	**NUNLEY TRUCKING**	**662-424-0080**
3	CRUSHED LIMESTONE	TON	$ 36.90	**NUNLEY TRUCKING**	**662-424-0080**
4	PEA GRAVEL	TON	$ 42.50	**NUNLEY TRUCKING**	**662-424-0080**
5	#7 CLEAN SLAG	TON	$ 39.90	**NUNLEY TRUCKING**	**662-424-0080**
6	#89 STONE	TON	$ 39.90	**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.	$ 181.90	**LAFAYETTE READY MIX OR B&B CONCRETE**	662-234-7088 B&B
b	2,500 PSI (< 5)	C.Y.	$ 181.90	**LAFAYETTE READY MIX OR B&B CONCRETE**	662-234-7547 LAFAYETTE
c	SMALL LOAD (TRUCK CHARGE	SMALL TRUCK	$ 150.00	**LAFAYETTE READY MIX OR B&B CONCRETE**	662-234-7088 B&B
2a	3,000 PSI (> 5)	C.Y.	$ 181.90	**LAFAYETTE READY MIX OR B&B CONCRETE**	662-234-7547 LAFAYETTE
b	3,000 PSI (< 5)	C.Y.	$ 181.90	**LAFAYETTE READY MIX OR B&B CONCRETE**	662-234-7088 B&B
c	SMALL LOAD (TRUCK CHARGE	SMALL TRUCK	$ 150.00	**LAFAYETTE READY MIX OR B&B CONCRETE**	662-234-7547 LAFAYETTE
3	FLOWABLE FILL	EA.	$ 150.90	**LAFAYETTE READY MIX OR B&B CONCRETE**	662-234-7088 B&B

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.	7.33	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	SOUTHERN PIPE 662-393-1922
2	15-INCH HDPE PIPE	L.F.	10.03	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	CONSOLIDATED 662-841-1270
3	18-INCH HDPE PIPE	L.F.	14.02	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	SOUTHERN PIPE 662-393-1922
4	24-INCH HDPE PIPE	L.F.	24.04	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	CONSOLIDATED 662-841-1270
5	30-INCH HDPE PIPE	L.F.	34.08	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	SOUTHERN PIPE 662-393-1922
6	36" HDPE DRAINAGE PIPE	L.F.	41.49	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	CONSOLIDATED 662-841-1270
7	48" HDPE PIPE	L.F.	71.79	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	SOUTHERN PIPE 662-393-1922
8	18" HP PIPE	L.F.	20.96	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	CONSOLIDATED 662-841-1270
9	24" HP PIPE	L.F.	33.95	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	SOUTHERN PIPE 662-393-1922
10	30" HP PIPE	L.F.	48.74	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	CONSOLIDATED 662-841-1270
11	36" HP PIPE	L.F.	60.25	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	SOUTHERN PIPE 662-393-1922
CORRUGATED POLYETHYLENT T'S					
8	12-INCH	EACH	215.48	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	SOUTHERN PIPE 662-393-1922
9	15-INCH	EACH	322.08	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	CONSOLIDATED 662-841-1270
10	18-INCH	EACH	451.82	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	SOUTHERN PIPE 662-393-1922
11	24-INCH	EACH	698.54	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	CONSOLIDATED 662-841-1270
12	30-INCH	EACH	1409.64	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	SOUTHERN PIPE 662-393-1922
13	36 INCH	EACH	1896.30	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	CONSOLIDATED 662-841-1270
14	48 INCH	EACH	3238.83	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	SOUTHERN PIPE 662-393-1922
CORRUGATED POLYETHYLENE - 45 DEGREE ELBOWS					
15	12-INCH	EACH	127.36	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	SOUTHERN PIPE 662-393-1922
16	15-INCH	EACH	175.68	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	CONSOLIDATED 662-841-1270
17	18-INCH	EACH	234.07	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	SOUTHERN PIPE 662-393-1922
18	24-INCH	EACH	478.03	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	CONSOLIDATED 662-841-1270
19	30-INCH	EACH	744.45	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	SOUTHERN PIPE 662-393-1922
20	36 INCH	EACH	1140.27	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	CONSOLIDATED 662-841-1270
21	48 INCH	EACH	2079.18	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	SOUTHERN PIPE 662-393-1922

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
CORRUGATED POLYETHYLENE- 90 DEGREE FITTINGS					
22	12-INCH	EACH	145.73	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	SOUTHERN PIPE 662-393-1922
23	15-INCH	EACH	202.74	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	CONSOLIDATED 662-841-1270
24	18-INCH	EACH	284.43	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	SOUTHERN PIPE 662-393-1922
25	24-INCH	EACH	562.41	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	CONSOLIDATED 662-841-1270
26	30-INCH	EACH	1163.99	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	SOUTHERN PIPE 662-393-1922
27	36-INCH	EACH	1550.88	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	CONSOLIDATED 662-841-1270
28	48-INCH	EACH	2734.03	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	SOUTHERN PIPE 662-393-1922
CORRUGATED POLYETHYLENE-22 1/2 DEGREE FITTINGS					
29	12-INCH	EACH	92.47	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	SOUTHERN PIPE 662-393-1922
30	15-INCH	EACH	143.36	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	CONSOLIDATED 662-841-1270
31	18-INCH	EACH	195.04	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	SOUTHERN PIPE 662-393-1922
32	24-INCH	EACH	423.33	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	CONSOLIDATED 662-841-1270
33	30-INCH	EACH	653.68	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	SOUTHERN PIPE 662-393-1922
34	36-INCH	EACH	934.86	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	CONSOLIDATED 662-841-1270
35	48-INCH	EACH	1548.27	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	SOUTHERN PIPE 662-393-1922
HDPE BANDS					
36	12-INCH	EACH	16.29	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	SOUTHERN PIPE 662-393-1922
37	15-INCH	EACH	27.14	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	CONSOLIDATED 662-841-1270
38	18-INCH	EACH	46.25	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	SOUTHERN PIPE 662-393-1922
39	24-INCH	EACH	65.22	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	CONSOLIDATED 662-841-1270
40	30-INCH	EACH	151.62	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	SOUTHERN PIPE 662-393-1922
41	36-INCH	EACH	210.95	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	CONSOLIDATED 662-841-1270
42	48-INCH	EACH	362.47	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	SOUTHERN PIPE 662-393-1922
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	NO BID	NO BID	NO BID
44	CAST IRON GRATES- 29 3/4" x 17 3/4" x 3" GR Frame and Grate Set 5460M-5460Z	EACH	NO BID	NO BID	NO BID
45	CAST IRON GRATES- V5724-3 24" x 24" x 2 5/8"	EACH	NO BID	NO BID	NO BID
46	CAST IRON GRATES- V5752 18"x 23 3/4"	EACH	NO BID	NO BID	NO BID
47	CAST IRON GRATES- V4230 18" X 30"	EACH	NO BID	NO BID	NO BID
48	15" DIA. ROUND GRATE (DROP-IN CAST IRON LIGHT DUTY FOR USE WITH HDPE	EACH	$ 260.24	**CONSOLIDATED PIPE**	662-841-1270
49	18" DIA. ROUND GRATE (DROP-IN CAST IRON LIGHT DUTY FOR USE WITH HDPE	EACH	$ 340.96	**CONSOLIDATED PIPE**	662-841-1270
50	24" DIA. ROUND GRATE (DROP-IN CAST IRON LIGHT DUTY FOR USE WITH HDPE	EACH	$ 592.77	**CONSOLIDATED PIPE**	662-841-1270
51	12" DIA. ROUND GRATE (DROP-IN CAST IRON H.D.) FOR USE WITH HDPE	EACH	NO BID	NO BID	NO BID
52	15" DIA. ROUND GRATE (DROP-IN CAST IRON H.D.) FOR USE WITH HDPE	EACH	NO BID	NO BID	NO BID
53	18" DIA. ROUND GRATE (DROP-IN CAST IRON H.D.) FOR USE WITH HDPE	EACH	NO BID	NO BID	NO BID
54	24" DIA. ROUND GRATE (DROP-IN CAST IRON H.D.) FOR USE WITH HDPE	EACH	NO BID	NO BID	NO BID
55	30" DIA. ROUND GRATE (DROP-IN CAST IRON H.D.) FOR USE WITH HDPE	EACH	NO BID	NO BID	NO BID
56	V4280 GUTTER INLET - 33 1/4" X 21 3/4" X 4"	EACH	NO BID	NO BID	NO BID
57	V4275 GUTTER INLET- 28 3/4" X 21" X 2 9/16"	EACH	NO BID	NO BID	NO BID
FLARED ENDS					
58	12-INCH	EACH	265.97	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	CONSOLIDATED 662-841-1270
59	15-INCH	EACH	256.97	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	SOUTHERN PIPE 662-393-1922
60	18-INCH	EACH	345.21	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	CONSOLIDATED 662-841-1270
61	24-INCH	EACH	443.03	**SOUTHERN PIPE OR CONSOLIDATED PIPE**	SOUTHERN PIPE 662-393-1922
62	30-INCH	EACH	NO BID	**NO BID**	NO BID
63	48 INCH	EACH	NO BID	**NO BID**	NO BID

DRAINAGE PIPE - CORRUGATED HDPE (OTHER BRANDS THAN ADS)

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1	12-INCH HDPE PIPE	L.F.	7.65	**J&G CULVERTS**	205-932-8504
2	15-INCH HDPE PIPE	L.F.	10.47	**J&G CULVERTS**	205-932-8504
3	18-INCH HDPE PIPE	L.F.	13.84	**J&G CULVERTS**	205-932-8504
4	24-INCH HDPE PIPE	L.F.	24.24	**J&G CULVERTS**	205-932-8504
5	30-INCH HDPE PIPE	L.F.	34.19	**J&G CULVERTS**	205-932-8504
6	36" HDPE DRAINAGE PIPE	L.F.	42.90	**J&G CULVERTS**	205-932-8504
7	48" HDPE PIPE	L.F.	73.27	**J&G CULVERTS**	205-932-8504
8	18" HP PIPE	L.F.	20.22	**J&G CULVERTS**	205-932-8504
9	24" HP PIPE	L.F.	33.56	**J&G CULVERTS**	205-932-8504
10	30" HP PIPE	L.F.	47.90	**J&G CULVERTS**	205-932-8504
11	36" HP PIPE	L.F.	59.97	**J&G CULVERTS**	205-932-8504
CORRUGATED POLYETHYLENT T'S					
8	12-INCH	EACH	144.23	**J&G CULVERTS**	205-932-8504
9	15-INCH	EACH	205.92	**J&G CULVERTS**	205-932-8504

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
10	18-INCH	EACH	244.10	**J&G CULVERTS**	205-932-8504
11	24-INCH	EACH	436.07	**J&G CULVERTS**	205-932-8504
12	30-INCH	EACH	691.58	**J&G CULVERTS**	205-932-8504
13	36 INCH	EACH	1397.72	**J&G CULVERTS**	205-932-8504
14	48 INCH	EACH	2766.70	**J&G CULVERTS**	205-932-8504
CORRUGATED POLYETHYLENE - 45 DEGREE ELBOWS					
15	12-INCH	EACH	51.26	**J&G CULVERTS**	205-932-8504
16	15-INCH	EACH	80.27	**J&G CULVERTS**	205-932-8504
17	18-INCH	EACH	119.09	**J&G CULVERTS**	205-932-8504
18	24-INCH	EACH	204.38	**J&G CULVERTS**	205-932-8504
19	30-INCH	EACH	320.75	**J&G CULVERTS**	205-932-8504
20	36 INCH	EACH	507.54	**J&G CULVERTS**	205-932-8504
21	48 INCH	EACH	1129.71	**J&G CULVERTS**	205-932-8504
CORRUGATED POLYETHYLENE- 90 DEGREE FITTINGS					
22	12-INCH	EACH	65.16	**J&G CULVERTS**	205-932-8504
23	15-INCH	EACH	106.59	**J&G CULVERTS**	205-932-8504
24	18-INCH	EACH	162.65	**J&G CULVERTS**	205-932-8504
25	24-INCH	EACH	282.48	**J&G CULVERTS**	205-932-8504
26	30-INCH	EACH	477.75	**J&G CULVERTS**	205-932-8504
27	36-INCH	EACH	791.39	**J&G CULVERTS**	205-932-8504
28	48-INCH	EACH	1537.67	**J&G CULVERTS**	205-932-8504
CORRUGATED POLYETHYLENE-22 1/2 DEGREE FITTINGS					
29	12-INCH	EACH	42.71	**J&G CULVERTS**	205-932-8504
30	15-INCH	EACH	63.68	**J&G CULVERTS**	205-932-8504
31	18-INCH	EACH	94.80	**J&G CULVERTS**	205-932-8504
32	24-INCH	EACH	141.80	**J&G CULVERTS**	205-932-8504
33	30-INCH	EACH	262.29	**J&G CULVERTS**	205-932-8504
34	36-INCH	EACH	411.48	**J&G CULVERTS**	205-932-8504
35	48-INCH	EACH	839.07	**J&G CULVERTS**	205-932-8504
HDPE BANDS					
36	12-INCH	EACH	9.10	**J&G CULVERTS**	205-932-8504
37	15-INCH	EACH	26.00	**J&G CULVERTS**	205-932-8504
38	18-INCH	EACH	32.50	**J&G CULVERTS**	205-932-8504
39	24-INCH	EACH	52.00	**J&G CULVERTS**	205-932-8504
40	30-INCH	EACH	104.00	**J&G CULVERTS**	205-932-8504
41	36-INCH	EACH	182.00	**J&G CULVERTS**	205-932-8504
42	48-INCH	EACH	221.00	**J&G CULVERTS**	205-932-8504

FLARED ENDS					
58	12-INCH	EACH	166.50	**J&G CULVERTS**	205-932-8504
59	15-INCH	EACH	166.50	**J&G CULVERTS**	205-932-8504
60	18-INCH	EACH	267.00	**J&G CULVERTS**	205-932-8504
61	24-INCH	EACH	318.00	**J&G CULVERTS**	205-932-8504
62	30-INCH	EACH	1170.00	**J&G CULVERTS**	205-932-8504
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	20.95	**G&C SUPPLY**	601-932-5854
2	R1-1 STOP 30"X30"	EACH	35.84	**G&C SUPPLY**	601-932-5854
3	R1-2 YIELD 30"X30"X30"	EACH	28.08	**G&C SUPPLY**	601-932-5854
4	R1-2 YIELD 36"X36"X36"	EACH	30.82	**G&C SUPPLY**	601-932-5854
5	R2-1 SPEED LIMIT (SPEED GIVEN) 24"X30"	EACH	30.89	**G&C SUPPLY**	601-932-5854
6	R2-5A REDUCE SPEED AHEAD 24"X30"	EACH	30.89	**G&C SUPPLY**	601-932-5854
7	R2-5C SPEED ZONE AHEAD 24"X30"	EACH	30.89	**G&C SUPPLY**	601-932-5854
8	R3-1 NO RIGHT TURN(SYMBOL)24"X24"	EACH	28.33	**G&C SUPPLY**	601-932-5854
9	R3-2 NO LEFT TURN(SYMBOL) 24"X24"	EACH	28.33	**G&C SUPPLY**	601-932-5854
10	R3-4 NO U TURN(SYMBOL) 24"X24"	EACH	28.33	**G&C SUPPLY**	601-932-5854
11	R3-5L LEFT TURN ONLY 30"X36"	EACH	50.70	**G&C SUPPLY**	601-932-5854
12	R3-5R RIGHT TURN ONLY 30"X36"	EACH	50.70	**G&C SUPPLY**	601-932-5854
13	R3-5S STRAIGHT ONLY 30"X36"	EACH	50.70	**G&C SUPPLY**	601-932-5854
14	R3-7L LEFT LANE MUST TURN LEFT 30"X30"	EACH	41.12	**G&C SUPPLY**	601-932-5854
15	R3-7R RIGHT LANE MUST TURN RIGHT 30"X30"	EACH	41.12	**G&C SUPPLY**	601-932-5854
16	R4-7 KEEP RIGHT 24"X30'	EACH	30.89	**G&C SUPPLY**	601-932-5854
17	R4-7 KEEP RIGHT 30"X36'	EACH	50.70	**G&C SUPPLY**	601-932-5854
18	R4-7A KEEP RIGHT (90) 24"X30"	EACH	30.89	**G&C SUPPLY**	601-932-5854
19	R4-7B KEEP RIGHT (45) 24"X30"	EACH	30.89	**G&C SUPPLY**	601-932-5854
20	R4-8 KEEP LEFT 24"X30"	EACH	30.89	**G&C SUPPLY**	601-932-5854
21	R5-1 DO NOT ENTER 30"X30"	EACH	41.12	**G&C SUPPLY**	601-932-5854
22	R5-1A WRONG WAY 36"X24"	EACH	51.60	**G&C SUPPLY**	601-932-5854
23	R5-2 NO TRUCKS SYMBOL 24"X24"	EACH	28.33	**G&C SUPPLY**	601-932-5854
24	R6-1L ONE WAY LEFT 36"X12"	EACH	21.48	**G&C SUPPLY**	601-932-5854
25	R6-1R ONE WAY RIGHT 36"X12"	EACH	21.48	**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	30.89	**G&C SUPPLY**	601-932-5854
30	R11-2 ROAD CLOSED 48"X30"	EACH	58.16	**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	41.12	**G&C SUPPLY**	601-932-5854
33	W11-2 PEDESTRIAN SYMBOL 36"X36"	EACH	58.42	**G&C SUPPLY**	601-932-5854
34	ST-67A6 STREET MARKER NAME GIVEN	EACH	14.98	**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	27.18	**G&C SUPPLY**	601-932-5854
2	12' LONG 4-CHANNEL SIGN (GALVANIZED)	EACH	32.60	**G&C SUPPLY**	601-932-5854
3	CAPS FOR U-CHANNEL POST FOR EXTRUDED STREET NAME SIGNS	EACH	4.98	**G&C SUPPLY**	601-932-5854
4	CROSSES FOR EXTRUDED STREET SIGNS	EACH	4.98	**G&C SUPPLY**	601-932-5854
5	JUMBO 12" CROSS BRACKETS	EACH	11.78	**G&C SUPPLY**	601-932-5854
6	JUMBO 12" 90 DEGREE POST CAP (4 CHANNEL) BRACKETS	EACH	11.78	**G&C SUPPLY**	601-932-5854
7	JUMBO 12" 180 DEGREE (U CHANNEL) BRACKETS	EACH	11.78	**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.	NO BID	**NO BID**	NO BID
2	THERMOPLASTIC LINE (WHITE OR YELLOW)(90 mil) (FLAT SECTIONS)				
	4"	L.F.	NO BID	**NO BID**	NO BID
	6"	L.F.	NO BID	**NO BID**	NO BID
	8"	L.F.	NO BID	**NO BID**	NO BID
	12"	L.F.	NO BID	**NO BID**	NO BID
	16"	L.F.	NO BID	**NO BID**	NO BID
	24"	L.F.	NO BID	**NO BID**	NO BID
3	THERMOPLASTIC LINE (WHITE OR YELLOW)(90 mil) (ROLLS)				
	4"	L.F.	NO BID	**NO BID**	NO BID
	6"	L.F.	NO BID	**NO BID**	NO BID
	8"	L.F.	NO BID	**NO BID**	NO BID
	12"	L.F.	NO BID	**NO BID**	NO BID
	16"	L.F.	NO BID	**NO BID**	NO BID
	24"	L.F.	NO BID	**NO BID**	NO BID
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)				

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
	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

PAINTED TRAFFIC MARKINGS

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1	ROADWAY 4" THERMOPLASTIC TRAFFIC STRIPE (SKIP WHITE)(90 mil)	L.F.	0.35	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
2	ROADWAY 4" THERMOPLASTIC TRAFFIC STRIPE (CONT. WHITE)(90 mil)	L.F.	0.90	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
3	ROADWAY 4" THERMOPLASTIC TRAFFIC EDGE STRIPE (CONT. WHITE)(60 mil)	L.F.	0.75	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
4	ROADWAY 4" THERMOPLASTIC TRAFFIC STRIPE (SKIP YELLOW)(90 mil)	L.F.	0.35	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
5	ROADWAY 4" THERMOPLASTIC TRAFFIC STRIPE (CONT. YELLOW)(90 mil)	L.F.	0.90	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
6	ROADWAY 4" THERMOPLASTIC TRAFFIC EDGE STRIPE (CONT. YELLOW)(60 mil)	L.F.	0.75	**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.	0.40	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
13	ROADWAY GRINDING	L.F.	2.25	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
14	SMALL QUANTITY 4" THERMOPLASTIC TRAFFIC STRIPE (SKIP WHITE)	L.F.	0.6	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
15	SMALL QUANTITY THERMOPLASTIC TRAFFIC STRIPE (CONT. WHITE)	L.F.	1.25	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
16	SMALL QUANTITY 4" THERMOPLASTIC TRAFFIC EDGE STRIPE (CONT. WHITE)	L.F.	1	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
17	SMALL QUANTITY 4" THERMOPLASTIC TRAFFIC STRIPE (SKIP YELLOW)	L.F.	0.6	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
18	SMALL QUANTITY 4" THERMOPLASTIC TRAFFIC STRIPE (CONT. YELLOW)	L.F.	1.25	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
19	SMALL QUANTITY 4" THERMOPLASTIC TRAFFIC EDGE STRIPE (CONT. YELLOW)	L.F.	1	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
20	SMALL QUANTITY 4" THERMOPLASTIC TRAFFIC DETAIL STRIPE (4" EQ. LENGTH WHITE OR YE	L.F.	3.50	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
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.	5.00	**RIVERSIDE TRAFFIC SYSTEMS INC.**	(662) 534-8257
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	$ 38.50	**NUNLEY TRUCKING**	662-424-0080
2	200 LB. STONE	TON	$ 38.50	**NUNLEY TRUCKING**	662-424-0080
3	300 LB. STONE	TON	$ 45.00	**NUNLEY TRUCKING**	662-424-0080
4	GABION STONE	TON	$ 45.00	**NUNLEY TRUCKING**	662-424-0080
5	6/10 STONE	TON	$ 36.90	**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	$ 174.30	**BRENNTAG MIDSOUTH**	800-283-0585
2	1 TON CHORLINE GAS CYLINERS	EACH	$ 1,724.00	**BRENNTAG MIDSOUTH**	800-283-0585
3	SODIUM FLUORIDE	LBS.	$ 1.60	**UNIVAR KENT**	901-795-4180
4	1 TON SULFUR DIOXIDE GAS CYLINDERS	LBS.	$ 1,764.00	**BRENNTAG MIDSOUTH**	800-283-0585
5	SULFUR DIOXIDE GAS 150LB	EACH	$ 153.00	**BRENNTAG MIDSOUTH**	800-283-0585
	CYLINDERS				
6	HYDRATED LIME	LBS.	$ 0.33	**BRENNTAG MIDSOUTH**	800-283-0585
7	Aqua-Mag	GAL	NO BID	**NO BID**	NO BID
8	HYDROFLUOROSILICIC ACID (TOTE)	GAL	$ 3.45	**UNIVAR KENT**	901-795-4180
	(DRUM)	GAL	$ 1,125.00	**BRENNTAG MIDSOUTH**	800-283-0585
9	SEAQUEST (330 GAL TOTE)	EACH	NO BID	**NO BID**	NO BID

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	91	**SOUTHERN PIPE**	662-393-1922
b	BOTTOM LOAD MULTI-JET MASTER METER 1" (U.S. GALLONS)	EACH	190	**SOUTHERN PIPE**	662-393-1922
c	BOTTOM LOAD MULTI-JET MASTERMETER 1-1/2" (U.S. GALLONS)	EACH	419	**SOUTHERN PIPE**	662-393-1922
d	BOTTOM LOAD MULTI-JET MASTERMETER 2" (U.S. GALLONS)	EACH	669	**SOUTHERN PIPE**	662-393-1922
e	5/8" X 3/4" MASTER METER WATER METER DIALOG 3G-DS	EACH	290	**SOUTHERN PIPE**	662-393-1922
f	1 MASTERMETER WATER METER WITH TRANSCEIVER, DIALOG 3G-DS	EACH	398	**SOUTHERN PIPE**	662-393-1922
g	1 1/2" MASTERMETER WATER METER WITH TRANSCEIVER, DIALOG 3G-DS	EACH	595	**SOUTHERN PIPE**	662-393-1922
h	2" MASTERMETER WATER METER WITH TRANSCEIVER, DALOG 3G-DS	EACH	875	**SOUTHERN PIPE**	662-393-1922
i	3" OCTAVE MASTER METER	EACH	2550	**SOUTHERN PIPE**	662-393-1922
j	4" OCTAVE MASTER METER	EACH	3380	**SOUTHERN PIPE**	662-393-1922
k	6" OCTAVE MASTER METER	EACH	5360	**SOUTHERN PIPE**	662-393-1922
l	8" OCTAVE MASTER METER	EACH	6350	**SOUTHERN PIPE**	662-393-1922
m	5/8 X 3/4 BLMJ METER, LEAD FREE BODY W/ bronze BOTTOM	EACH	290.00	**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	398.00	**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	595.00	**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	875.00	**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	2,500.00	**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	3,500.00	**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	5,350.00	**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	7,600.00	**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	11,300.00	**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	54.33	**CONSOLIDATED PIPE**	662-841-1270
b	FORD CORPORATION STOP - 1" FB 1000 4G - ALL GRIP COMPRESSION	EACH	71.46	**CONSOLIDATED PIPE**	662-841-1270
c	FORD CORPORATION STOP IP - IP - 1-1/2" BALL VALVE FB 500-6	EACH	147.01	**CONSOLIDATED PIPE**	662-841-1270
d	FORD CORPORATION STOP IP X IP - 2" BALL VALVE FB 500-7	EACH	250.66	**CONSOLIDATED PIPE**	662-841-1270
3	**CURB STOPS**				
a	FORD CURB STOPS - 3/4" B41-333GW BALL VALVE - ALL GRIP COMPRESSION X FEMALE IP THREAD	EACH	$44.81	**CONSOLIDATED PIPE**	662-841-1270
b	FORD CURB STOPS-IP X IP -- 3/4" BALL VALVE B11-333W	EACH	$60.17	**CONSOLIDATED PIPE**	662-841-1270
c	FORD CURB STOPS--1" B41-344GW BALL VALVE-ALL GRIP COMPRESSION X FEMAILE IP THRE	EACH	$79.94	**CONSOLIDATED PIPE**	662-841-1270
d	FORD CURB STOPS- 1" BALL VALVE B11-444W	EACH	$92.22	**CONSOLIDATED PIPE**	662-841-1270
e	FORD CURB STOPS IP X IP- 1 1/2" BALL VALVE B11-666W	EACH	$186.56	**CONSOLIDATED PIPE**	662-841-1270

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
f	FORD CURB STOPS- 1 1/2" BALL VALVE B41-666GW	EACH	$221.09	**CONSOLIDATED PIPE**	662-841-1270
g	FORD CURB STOPS- IP X IP - 2" BALL VALVE B11-777W	EACH	$271.68	**CONSOLIDATED PIPE**	662-841-1270
h	FORD CURB STOPS- 2"- B41-777GWBALL VALVE-CTS X FIP	EACH	$306.40	**CONSOLIDATED PIPE**	662-841-1270
4	**METER COUPLINGS**				
a	FORD METER COUPLING 3/4"	EACH	$10.93	**CENTRAL PIPE SUPPLY**	800-844-7700
b	FORD METER COUPLING 1"	EACH	$16.84	**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	$64.97	**CENTRAL PIPE SUPPLY**	800-844-7700
e	FORD METER COUPLING BUSHING 1-1/2" - BB1M-66	EACH	$37.54	**CENTRAL PIPE SUPPLY**	800-844-7700
f	FORD METER COUPLING BUSHING 2" - BB1M -77	EACH	$59.49	**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	$ 16.84	**CONSOLIDATED PIPE**	662-841-1270
b	FORD FEMALE ADAPTER-3/4" C14-33G COMPRESSION-ALL GRIP	EACH	$ 17.71	**CONSOLIDATED PIPE**	662-841-1270
c	FORD MALE ADAPTER -1" C84-44G COMPRESSION-ALL GRIP	EACH	$ 19.96	**CONSOLIDATED PIPE**	662-841-1270
d	FORD FEMALE ADAPTER-1" C14-44G COMPRESSION-ALL GRIP	EACH	$ 24.03	**CONSOLIDATED PIPE**	662-841-1270
e	FORD MALE ADAPTER- 1 1/2" COMPRESSION ALL GRIP C84-66	EACH	$ 54.64	**CONSOLIDATED PIPE**	662-841-1270
f	FORD FEMALE ADAPTER 1 1/2" COMPRESSION ALL GRIP C14-66G	EACH	$ 69.90	**CONSOLIDATED PIPE**	662-841-1270
g	FORD MALE ADAPTER 2 " COMPRESSION- ALL GRIP C84-77G	EACH	$ 83.20	**CONSOLIDATED PIPE**	662-841-1270
h	FORD FEMALE ADAPTER- 2" COMPRESSION- ALL GRIP C14-77G	EACH	$ 90.15	**CENTRAL PIPE SUPPLY**	800-844-7700
i	U-BRANCH - 14" SPACING - U48-43G, 1" CTS X 3/4" MIP	EACH	$ 83.98	**CENTRAL PIPE SUPPLY**	800-844-7700
j	U-BRANCH - 14" SPACING - U18-44, 1" FIP X 1" MIP	EACH	$ 79.61	**CONSOLIDATED PIPE**	662-841-1270
6	**COUPLINGS**				
a	GALVANIZED DRESSER COUPLING - 3/4" COMPRESSION STYLE 65	EACH	$ 19.26	**CENTRAL PIPE SUPPLY**	800-844-7700
b	FORD BRASS FOR COPPER DRESSER COUPLING - 3/4" COMPRESSION ALL GRIP G44-33G	EACH	$ 20.60	**CONSOLIDATED PIPE**	662-841-1270
c	GALVANIZED DRESSER COUPLING - 1" COMPRESSION STYLE 65	EACH	$ 23.23	**CENTRAL PIPE SUPPLY**	800-844-7700
d	1" FORD BRASS CTS COUPLING - C44-44G	EACH	$ 23.45	**CONSOLIDATED PIPE**	662-841-1270
e	GALVANIZED DRESSER COUPLING - 1-1/2" COMPRESSION, STYLE 65	EACH	$ 37.36	**CENTRAL PIPE SUPPLY**	800-844-7700
f	FORD BRASS FOR COPPER DRESSER COUPLING - 1-1/2" COMPRESSION ALL GRIP C44-66G	EACH	$ 78.48	**CONSOLIDATED PIPE**	662-841-1270
g	GALVANIZED DRESSER COUPLING - 2" COMPRESSION , STYLE 65	EACH	$ 48.28	**CENTRAL PIPE SUPPLY**	800-844-7700
h	FORD BRASS FOR COPPER DRESSER COUPLING - 2" COMPRESSION - ALL GRIP C44 -77G	EACH	$ 105.99	**CONSOLIDATED PIPE**	662-841-1270
7	**SERVICE SADDLES**				
a	4" X 3/4" DOUBLE STRAP SADDLE, CC THREAD STYLE 202B	EACH	100.86	**CENTRAL PIPE SUPPLY**	800-844-7700
b	4" X 1" DOUBLE STRAP SADDLE, CC THREAD	EACH	100.86	**CENTRAL PIPE SUPPLY**	800-844-7700
c	4" X 1-1/2" DOUBLE STRAP SADDLE , IP THREAD	EACH	117.63	**CENTRAL PIPE SUPPLY**	800-844-7700
d	4" X 2" DOUBLE STRAP SADDLE, IP THREAD	EACH	128.05	**CENTRAL PIPE SUPPLY**	800-844-7700
e	6" X 3/4" DOUBLE STRAP SADDLE, CC THREAD	EACH	118.81	**CENTRAL PIPE SUPPLY**	800-844-7700
f	6" X 1" DOUBLE STRAP SADDLE , CC THREAD	EACH	118.81	**CENTRAL PIPE SUPPLY**	800-844-7700
g	6" X 1-1/2" DOUBLE STRAP SADDLE, IP THREAD	EACH	135.82	**CENTRAL PIPE SUPPLY**	800-844-7700
h	6" X 2" DOUBLE STRAP SADDLE , IP THREAD	EACH	149.24	**CENTRAL PIPE SUPPLY**	800-844-7700
I	8" X 3/4" DOUBLE STRAP SADDLE, CC THREAD	EACH	147.04	**CENTRAL PIPE SUPPLY**	800-844-7700
j	8" X 1" DOUBLE STRAP SADDLE , CC THREAD	EACH	147.04	**CENTRAL PIPE SUPPLY**	800-844-7700
k	8" X 1-1/2" DOUBLE STRAP SADDLE , IP THREAD	EACH	154.81	**CENTRAL PIPE SUPPLY**	800-844-7700
l	8" X 2" DOUBLE STRAP SADDLE , IP THREAD	EACH	168.52	**CENTRAL PIPE SUPPLY**	800-844-7700
m	10" X 1-1/2" DOUBLE STRAP SADDLE , IP THREAD	EACH	200.05	**CENTRAL PIPE SUPPLY**	800-844-7700
n	10" X 2" DOUBLE STRAP SADDLE , IP THREAD	EACH	214.86	**CENTRAL PIPE SUPPLY**	800-844-7700
o	12" X 1-1/2" DOUBLE STRAP SADDLE, IP THREAD	EACH	240.45	**CENTRAL PIPE SUPPLY**	800-844-7700
p	12" X 2" DOUBLE STRAP SADDLE, IP THREAD	EACH	244.79	**CENTRAL PIPE SUPPLY**	800-844-7700
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	$76.28	**SOUTHERN PIPE**	662-393-1922
b	STEEL BOLTED COUPLINGS - 3" X 12" LONG, PVC	EACH	$140.67	**SOUTHERN PIPE**	662-393-1922
c	STEEL BOLTED COUPLINGS - 4" X 12" LONG PVC DR21	EACH	$169.00	**SOUTHERN PIPE**	662-393-1922
d	STEEL BOLTED COUPLINGS - 6" X 12" LONG PVC DR21	EACH	$281.91	**SOUTHERN PIPE**	662-393-1922
e	STEEL BOLTED COUPLINGS - 8" X 12" LONG PVC DR 21	EACH	$366.00	**SOUTHERN PIPE**	662-393-1922
f	STEEL BOLTED COUPLINGS - 10" X 12" LONG PVC DR 21	EACH	$443.14	**CENTRAL PIPE SUPPLY**	800-844-7700
g	STEEL BOLTED COUPLINGS - 12" X 12" LONG PVC DR 21	EACH	$561.06	**CENTRAL PIPE SUPPLY**	800-844-7700
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	71.18	**SOUTHERN PIPE**	662-393-1922
b	FORD FULL CIRCLE CLAMP - ALL STAINLESS - 4" X 12" LONG	EACH	89.95	**SOUTHERN PIPE**	662-393-1922
c	FORD FULL CIRCLE CLAMP - ALL STAINLESS - 6" X 12" LONG	EACH	94.61	**SOUTHERN PIPE**	662-393-1922
d	FORD FULL CIRCLE CLAMP - ALL STAINLESS - 8" X 12" LONG	EACH	103.31	**SOUTHERN PIPE**	662-393-1922
e	FORD FULL CIRCLE CLAMP - ALL STAINLESS - 10" X 12" LONG	EACH	150.06	**SOUTHERN PIPE**	662-393-1922
f	FORD FULL CIRCLE CLAMP - ALL STAINLESS - 12" X 12" LONG	EACH	155.18	**SOUTHERN PIPE**	662-393-1922
g	FORD FULL CIRCLE CLAMP - ALL STAINLESS - 16" X 12" LONG	EACH	279.13	**SOUTHERN PIPE**	662-393-1922

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
10	**SOLID SLEEVES DOMESTIC FITTINGS ONLY**				
a	SOLID SLEEVES - 4" (4" X 12" LONG WITH ACCESSORIES)	EACH	120.27	**SOUTHERN PIPE**	662-393-1922
b	SOLID SLEEVES - 6" (6" X 12" LONG WITH ACCESSORIES)	EACH	177.05	**SOUTHERN PIPE**	662-393-1922
c	SOLID SLEEVES - 8" (8" X 12" LONG WITH ACCESSORIES)	EACH	260.08	**SOUTHERN PIPE**	662-393-1922
d	SOLID SLEEVES - 10" (10" X 12" LONG WITH ACCESSORIES)	EACH	318.08	**SOUTHERN PIPE**	662-393-1922
e	SOLID SLEEVES - 12" (12" X 12" LONG WITH ACCESSORIES)	EACH	404.17	**SOUTHERN PIPE**	662-393-1922
f	SOLID SLEEVES - 16" (16" X 12" ONG WITH ACCESSORIES)	EACH	746.06	**SOUTHERN PIPE**	662-393-1922
11	**DUCTILE IRON FITTINGS**				
a	DUCTILE IRON 90 WITH ACCESSORIES - 3"	EACH	118.50	**SOUTHERN PIPE**	662-393-1922
b	DUCTILE IRON 90 WITH ACCESSORIES - 4"	EACH	130.04	**SOUTHERN PIPE**	662-393-1922
c	DUCTILE IRON 90 WITH ACCESSORIES - 6"	EACH	189.87	**SOUTHERN PIPE**	662-393-1922
d	DUCTILE IRON 90 WITH ACCESSORIES - 8"	EACH	258.00	**SOUTHERN PIPE**	662-393-1922
e	DUCTILE IRON 90 WITH ACCESSORIES - 10"	EACH	393.00	**SOUTHERN PIPE**	662-393-1922
f	DUCTILE IRON 90 WITH ACCESSORIES - 12"	EACH	505.00	**SOUTHERN PIPE**	662-393-1922
g	DUCTILE IRON 90 WITH ACCESSORIES - 16"	EACH	1,090.00	**SOUTHERN PIPE**	662-393-1922
h	DUCTILE IRON 45 WITH ACCESSORIES - 3"	EACH	111.12	**SOUTHERN PIPE**	662-393-1922
i	DUCTILE IRON 45 WITH ACCESSORIES - 4"	EACH	111.12	**SOUTHERN PIPE**	662-393-1922
j	DUCTILE IRON 45 WITH ACCESSORIES - 6"	EACH	163.62	**SOUTHERN PIPE**	662-393-1922
k	DUCTILE IRON 45 WITH ACCESSORIES - 8"	EACH	222.23	**SOUTHERN PIPE**	662-393-1922
l	DUCTILE IRON 45 WITH ACCESSORIES - 10"	EACH	312.00	**SOUTHERN PIPE**	662-393-1922
m	DUCTILE IRON 45 WITH ACCESSORIES - 12"	EACH	431.00	**SOUTHERN PIPE**	662-393-1922
n	DUCTILE IRON 45 WITH ACCESSORIES - 16"	EACH	814.00	**SOUTHERN PIPE**	662-393-1922
o	DUCTILE IRON TEE WITH ACCESSORIES- 3"	EACH	164.90	**SOUTHERN PIPE**	662-393-1922
p	DUCTILE IRON TEE WITH ACCESSORIES- 4"	EACH	178.80	**SOUTHERN PIPE**	662-393-1922
q	DUCTILE IRON TEE WITH ACCESSORIES - 6"	EACH	275.00	**SOUTHERN PIPE**	662-393-1922
r	DUCTILE IRON TEE WITH ACCESSORIES - 8"	EACH	385.00	**SOUTHERN PIPE**	662-393-1922
s	DUCTILE IRON TEE WITH ACCESSORIES - 10"	EACH	539.70	**SOUTHERN PIPE**	662-393-1922
t	DUCTILE IRON TEE WITH ACCESSORIES - 12"	EACH	710.00	**SOUTHERN PIPE**	662-393-1922
u	DUCTILE IRON TEE WITH ACCESSORIES - 16"	EACH	1,538.00	**SOUTHERN PIPE**	662-393-1922
v	DUCTILE IRON REDUCER WITH ACCESSORIES - 4" X 3"	EACH	116.00	**SOUTHERN PIPE**	662-393-1922
w	DUCTILE IRON REDUCER WITH ACCESSORIES - 6" X 4"	EACH	128.82	**SOUTHERN PIPE**	662-393-1922
x	DUCTILE IRON REDUCER WITH ACCESSORIES - 8" X 4"	EACH	161.79	**SOUTHERN PIPE**	662-393-1922
y	DUCTILE IRON REDUCER WITH ACCESSORIES - 8" X 6"	EACH	172.17	**SOUTHERN PIPE**	662-393-1922
z	DUCTILE IRON REDUCER WITH ACCESSORIES - 10" X 8"	EACH	233.22	**SOUTHERN PIPE**	662-393-1922
aa	DUCTILE IRON REDUCER WITH ACCESSORIES - 12" X 10"	EACH	302.21	**SOUTHERN PIPE**	662-393-1922
bb	DUCTILE IRON CAP WITH ACCESSORIES - 4"	EACH	54.95	**SOUTHERN PIPE**	662-393-1922
cc	DUCTILE IRON CAP WITH ACCESSORIES - 6"	EACH	82.42	**SOUTHERN PIPE**	662-393-1922
dd	DUCTILE IRON CAP WITH ACCESSORIES - 8"	EACH	121.94	**SOUTHERN PIPE**	662-393-1922
ee	DUCTILE IRON CAP WITH ACCESSORIES - 10"	EACH	153.85	**SOUTHERN PIPE**	662-393-1922
ff	DUCTILE IRON CAP WITH ACCESSORIES - 12"	EACH	211.85	**SOUTHERN PIPE**	662-393-1922
gg	DUCTILE IRON CAP WITH ACCESSORIES - 16"	EACH	408.00	**SOUTHERN PIPE**	662-393-1922
hh	DUCTILE IRON PLUG WITH ACCESSORIES - 4"	EACH	62.00	**SOUTHERN PIPE**	662-393-1922
ii	DUCTILE IRON PLUG WITH ACCESSORIES - 6'	EACH	100.00	**SOUTHERN PIPE**	662-393-1922
jj	DUCTILE IRON PLUG WITH ACCESSORIES - 8"	EACH	139.00	**SOUTHERN PIPE**	662-393-1922
kk	DUCTILE IRON PLUG WITH ACCESSORIES - 10"	EACH	229.50	**SOUTHERN PIPE**	662-393-1922
ll	DUCTILE IRON PLUG WITH ACCESSORIES - 12"	EACH	227.70	**SOUTHERN PIPE**	662-393-1922
mm	DUCTILE IRON PLUG WITH ACCESSORIES - 16"	EACH	558.00	**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	583.08	**CENTRAL PIPE SUPPLY**	800-844-7700
b	4" FLANGED X MJ GATE VALVE	EACH	653.38	**CENTRAL PIPE SUPPLY**	800-844-7700
c	6" FLANGED X MJ GATE VALVE	EACH	862.07	**CENTRAL PIPE SUPPLY**	800-844-7700
d	8" FLANGED X MJ GATE VALVE	EACH	1,328.84	**CENTRAL PIPE SUPPLY**	800-844-7700
e	10" FLANGED X MJ GATE VALVE	EACH	2,125.76	**CENTRAL PIPE SUPPLY**	800-844-7700
f	12" FLANGED X MJ GATE VALVE	EACH	2,535.55	**CENTRAL PIPE SUPPLY**	800-844-7700
g	TAPPING SLEEVE (STANLESS STEEL WITH CARBON FLANGE) - 4" X 4"	EACH	$381.40	**SOUTHERN PIPE**	662-393-1922
h	TAPPING SLEEVE (STANLESS STEEL WITH CARBON FLANGE) - 6" X 4"	EACH	$407.00	**SOUTHERN PIPE**	662-393-1922
I	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) - 6" X 6"	EACH	$427.70	**SOUTHERN PIPE**	662-393-1922
j	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) - 8" X 4"	EACH	$457.70	**CENTRAL PIPE SUPPLY**	800-844-7700
k	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) - 8" X 6"	EACH	489.75	**SOUTHERN PIPE**	662-393-1922
l	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) - 8" X' 8"	EACH	605.60	**SOUTHERN PIPE**	662-393-1922
m	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) - 10"X4"	EACH	544.00	**SOUTHERN PIPE**	662-393-1922
n	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) 10" X 6"	EACH	558.00	**SOUTHERN PIPE**	662-393-1922
o	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) 10" X 8"	EACH	694.50	**SOUTHERN PIPE**	662-393-1922
p	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) 10" X 10"	EACH	819.00	**SOUTHERN PIPE**	662-393-1922
q	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) 12" X 4"	EACH	550.00	**SOUTHERN PIPE**	662-393-1922
r	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) 12" X 6"	EACH	577.00	**SOUTHERN PIPE**	662-393-1922
s	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) 12" X 8"	EACH	728.00	**SOUTHERN PIPE**	662-393-1922
t	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) 12" X 10"	EACH	$855.00	**SOUTHERN PIPE**	662-393-1922
u	TAPPING SLEEVE (STAINLESS STEEL WITH CARBON FLANGE) 12" X 12"	EACH	$1,187.00	**SOUTHERN PIPE**	662-393-1922
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	80.00	**CONSOLIDATED PIPE**	662-841-1270
b	CAST IRON METER BOX - 24" LONG X 13 3/4" WIDE X 13" DEEP	EACH	200.00	**SOUTHERN PIPE**	662-393-1922
c	GATE VALVE - CLASS 50 MECHANICAL JOINT WITH ACCESSORIES - 3"	EACH	649.00	**CONSOLIDATED PIPE**	662-841-1270
d	GATE VALVE - CLASS 50 MECHANICAL JOINT WITH ACCESSORIES - 4"	EACH	719.00	**CONSOLIDATED PIPE**	662-841-1270
e	GATE VALVE - CLASS 50 MECHANICAL JOINT WITH ACCESSORIES - 6"	EACH	915.00	**CONSOLIDATED PIPE**	662-841-1270
f	GATE VALVE - CLASS 50 MECHANICAL JOINT WITH ACCESSORIES - 8"	EACH	1,455.15	**CENTRAL PIPE SUPPLY**	800-844-7700
g	GATE VALVE - CLASS 50 MECHANICAL JOINT WITH ACCESSORIES - 10"	EACH	2,240.00	**CONSOLIDATED PIPE**	662-841-1270
h	GATE VALVE - CLASS 50 MECHANICAL JOINT WITH ACCESSORIES - 12"	EACH	2,829.65	**CENTRAL PIPE SUPPLY**	800-844-7700
i	GATE VALVE - CLASS 50 MECHANICAL JOINT WITH ACCESSORIES - 16"	EACH	$7,920.00	**CONSOLIDATED PIPE**	662-841-1270
j	CLASS 350 SLIP JOINT DUCTILE IRON PIPE - 3"	L.F.	71.09	**SOUTHERN PIPE**	662-393-1922
k	CLASS 350 SLIP JOINT DUCTILE IRON PIPE - 4"	L.F.	39.19	**SOUTHERN PIPE**	662-393-1922
l	CLASS 350 SLIP JOINT DUCTILE IRON PIPE - 6"	L.F.	26.24	**SOUTHERN PIPE**	662-393-1922
m	CLASS 350 SLIP JOINT DUCTILE IRON PIPE - 8"	L.F.	34.55	**SOUTHERN PIPE**	662-393-1922
n	CLASS 350 SLIP JOINT DUCTILE IRON PIPE - 10"	L.F.	41.23	**SOUTHERN PIPE**	662-393-1922
o	CLASS 350 SLIP JOINT DUCTILE IRON PIPE - 12"	L.F.	53	**SOUTHERN PIPE**	662-393-1922
p	C-900 CLASS 200 DR21; PVC WATER PIPE - 2"	L.F.	1.25	**SOUTHERN PIPE**	662-393-1922
q	C-900 CLASS 200; DR 14; PVC WATER PIPE - 4"	L.F.	6.08	**SOUTHERN PIPE**	662-393-1922
r	C-900 CLASS 200; DR 14; PVC WATER PIPE - 6"	L.F.	12.23	**SOUTHERN PIPE**	662-393-1922
s	C-900 CLASS 200; DR 14; PVC WATER PIPE - 8"	L.F.	21.07	**SOUTHERN PIPE**	662-393-1922
t	C-900 CLASS 200; DR 14; PVC WATER PIPE - 10"	L.F.	32.11	**SOUTHERN PIPE**	662-393-1922
u	C-900 CLASS 200; DR 14; PVC WATER PIPE - 12"	L.F.	45.39	**SOUTHERN PIPE**	662-393-1922
v	RESTRAINING GLANDS - MEGA LUG OR ALL GRIP - 3"	EACH	33.95	**SOUTHERN PIPE**	662-393-1922
w	RESTRAINING GLANDS - MEGA LUG OR ALL GRIP - 4"	EACH	36.66	**SOUTHERN PIPE**	662-393-1922
x	RESTRAINING GLANDS - MEGA LUG OR ALL GRIP - 6"	EACH	$43.00	**CONSOLIDATED PIPE**	662-841-1270
y	RESTRAINING GLANDS - MEGA LUG OR ALL GRIP - 8"	EACH	$65.00	**CONSOLIDATED PIPE**	662-841-1270
z	RESTRAINING GLANDS - MEGA LUG OR ALL GRIP - 10"	EACH	$94.00	**CONSOLIDATED PIPE**	662-841-1270
aa	RESTRAINING GLANDS - MEGA LUG OR ALL GRIP - 12"	EACH	$129.91	**SOUTHERN PIPE**	662-393-1922
bb	RESTRAINING GLANDS - MEGA LUG OR ALL GRIP - 16"	EACH	$287.00	**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	$2,584.09	**CENTRAL PIPE SUPPLY**	800-844-7700
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	$2,705.84	**CENTRAL PIPE SUPPLY**	800-844-7700
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	$2,827.58	**CENTRAL PIPE SUPPLY**	800-844-7700
14	**INSTA VALVES**				
a	4" INSTA-VALVE	EACH	$10,000.00	**SOUTHERN PIPE**	662-393-1922
b	6" INSTA-VALVE	EACH	$11,000.00	**SOUTHERN PIPE**	662-393-1922

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT

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.	3.50	**SOUTHERN PIPE**	662-393-1922
2	4" - SDR 21 - PVC	200 L.F.	3.77	**SOUTHERN PIPE**	662-393-1922
3	6" - SDR 21 - PVC	500 L.F.	7.96	**SOUTHERN PIPE**	662-393-1922
4	8" SDR 21- PVC	500 L.F.	13.37	**SOUTHERN PIPE**	662-393-1922
5	18"SDR 21-PVC	500 L.F.	NO BID	**NO BID**	NO BID
6	4" - SDR 26 - PVC	100 L.F.	2.84	**CONSOLIDATED PIPE**	662-841-1270
7	6" - SDR 26 - PVC	1500 L.F.	6.44	**CONSOLIDATED PIPE**	662-841-1270
8	8" - SDR 26 - PVC	3000 L.F.	11.48	**CONSOLIDATED PIPE**	662-841-1270
9	10" - SDR 26 - PVC	1500 L.F.	17.13	**SOUTHERN PIPE**	662-393-1922
10	12" - SDR 26 -PVC	500 L.F.	24.60	**SOUTHERN PIPE**	662-393-1922
11	15" - SDR 26- PVC	500 L.F.	36.98	**SOUTHERN PIPE**	662-393-1922
12	18" SDR 26-PVC	500 L.F.	NO BID	**NO BID**	NO BID

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	
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	
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.	$ 1.00	**M&M**	662-587-1058

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT

EROSION CONTROL

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT
1	TEMPORARY SILT FENCE	L.F.	NO BID	NO BID	NO BID
2	TEMP HAY CHECKS	EACH	NO BID	NO BID	NO BID
3	GROUND PREP	ACRE	NO BID	NO BID	NO BID
4	AGRICULTURE LIMESTONE	TON	NO BID	NO BID	NO BID
5	COMMERCIAL FERTILIZER 13-13-13	TON	NO BID	NO BID	NO BID
6	BERMUDA GRASS SEDDING	ACRE	NO BID	NO BID	NO BID
7	WINTER GRASS SEEDING	ACRE	NO BID	NO BID	NO BID
8	SOLID SODDING(COMMON BERMUDA)	SQUARE YARD	NO BID	NO BID	NO BID
9	BERMUDA GRASSSING AND PLANT ESTABLISHMENT	ACRE	NO BID	NO BID	NO BID
10	WINTER GRASSING ANDS PLANT ESTABLISHMENT	ACRE	NO BID	NO BID	NO BID
11	CHEMICAL WEED TREATMENT MSMA (OR EQUAL)	ACRES	NO BID	NO BID	NO BID
12	CHEMICAL GRASS CONTROL ROUNDUP (OR EQUAL)	ACRES	NO BID	NO BID	NO BID
13	2 MAN CREW (FOR SEDIMENT CLEANUP)	HOUR	NO BID	NO BID	NO BID
14	BACKHOE WITH OPERATOR (FOR SEDIMENT CLEANUP)	HOUR	NO BID	NO BID	NO BID
15	SKID STEER WITH OPERATOR (FOR SEDIMENT CLEANUP)	HOUR	NO BID	NO BID	NO BID
16	SKID STEER WITH SWEEPER ATTACHMENT (FOR SEDIMENT CLEANUP)	HOUR	NO BID	NO BID	NO BID
17	SMALL DUMP TRUCK OR DUMPTRAILER WITH DRIVER (FOR SEDIMENT CLEANUP)	HOUR	NO BID	NO BID	NO BID
18	BUSH HOGGING	ACRE	NO BID	NO BID	NO BID
19	FLEX-A-MAT INSTALLATION	S.F.	NO BID	NO BID	NO BID
20	FLEX-A-MAT	S.F.	NO BID	NO BID	NO BID

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

ITEM	DESCRIPTION	UNIT	UNIT PRICE	SUPPLIER	CONTACT

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

CC: Hollis Green, COO

Date: September 16, 2025

Re: Request to Accept Low Bid,
Fillmore Avenue, South 11th Street, and Lincoln Avenue
Drainage Improvements Project

On Tuesday, September 9, 2025 bids were opened and read aloud at City Hall for the above-captioned project. **M & N Excavators** of Oxford, MS was the apparent low bidder at **$300,998.62**.

Engineering recommends accepting the bid of M & N Excavators.

TABULATION OF BIDS 09-09-25 at 10 a.m. **DRAINAGE IMPROVEMENTS** **FILLMORE AVE, SOUTH 11TH ST, AND LINCOLN AVE.** **ENG3Q25-SD1**		*Engineer Estimate* *$250,000*		M&N Excavators P.O. box 2489 Oxford, MS 38655		Delgado 6874 Green Crest Dr Memphis, TN 38133		Eubank Construction Company 2011 North Second Street Booneville, MS 38829	
No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	*Removal of Existing Asphalt Pavement, All Depths*	*300*	*Sq. Yd.*	$ 44.67	$ 13,401.00	$ 18.00	$ 5,400.00	$ 40.00	$ 12,000.00
2	*Select Borrow Excavation, FM*	*950*	*C.Y.*	30.86	$ 29,317.00	40.00	$ 38,000.00	25.00	$ 23,750.00
3	*Excess Excavation, FM*	*950*	*C.Y.*	24.69	$ 23,455.50	31.00	$ 29,450.00	12.00	$ 11,400.00
4	*Crushed Stone, 610 or ¾" & Down*	*200*	*Ton*	86.40	$ 17,280.00	78.00	$ 15,600.00	125.00	$ 25,000.00
5	*Hot Mix Asphalt, 12.5 mm*	*125*	*Ton*	308.59	$ 38,573.75	250.00	$ 31,250.00	300.00	$ 37,500.00
6	*18" HP Storm Drain Pipe*	*480*	*Lin. Ft.*	70.84	$ 34,003.20	150.00	$ 72,000.00	200.00	$ 96,000.00
7	*24" HP Storm Drain Pipe*	*40*	*Lin. Ft.*	90.13	$ 3,605.20	150.00	$ 6,000.00	200.00	$ 8,000.00
8	*Curb Inlets*	*7*	*Each*	6,857.50	$ 48,002.50	6,000.00	$ 42,000.00	10,500.00	$ 73,500.00
9	*Grate Inlets*	*2*	*Each*	4,320.23	$ 8,640.46	6,400.00	$ 12,800.00	4,500.00	$ 9,000.00
10	*Junction Boxes (subsurface)*	*2*	*Each*	4,183.08	$ 8,366.16	7,200.00	$ 14,400.00	11,300.00	$ 22,600.00
11	*Junction Boxes (with surface lid)*	*2*	*Each*	4,183.08	$ 8,366.16	7,800.00	$ 15,600.00	12,700.00	$ 25,400.00
12	*Pipe Collar or Pipe Fitting*	*1*	*Each*	2,298.63	$ 2,298.63	5,500.00	$ 5,500.00	1,500.00	$ 1,500.00
13	*Concrete Driveway or Sidewalk Repair (**per SF**)*	*500*	*SQ. FT.*	16.46	$ 8,230.00	36.00	$ 18,000.00	30.00	$ 15,000.00
14	*Curb and Gutter Repair*	*50*	*Lin. Ft.*	85.03	$ 4,251.50	80.00	$ 4,000.00	100.00	$ 5,000.00
15	*Temporary Silt Fence*	*100*	*Lin. Ft.*	5.83	$ 583.00	8.00	$ 800.00	5.00	$ 500.00
16	*12" Wattles*	*200*	*Lin. Ft.*	9.60	$ 1,920.00	10.00	$ 2,000.00	8.00	$ 1,600.00
17	*Solid Sod*	*100*	*Sq. Yd.*	22.63	$ 2,263.00	12.00	$ 1,200.00	10.00	$ 1,000.00
18	*Reinforced Utility Conflict Boxes (if necessary)*	*3*	*C.Y.*	2,194.40	$ 6,583.20	1,800.00	$ 5,400.00	4,000.00	$ 12,000.00
19	*Storm Drain Pipe Removal, All types & sizes*	*80*	*Lin. Ft.*	43.89	$ 3,511.20	50.00	$ 4,000.00	65.00	$ 5,200.00
20	*Drainage Structure Removal, All types & sizes*	*7*	*Each*	2,057.25	$ 14,400.75	1,800.00	$ 12,600.00	1,300.00	$ 9,100.00
21	*Flowable Fill (Pipe abandonment use)*	*8*	*C.Y.*	336.02	$ 2,688.16	800.00	$ 6,400.00	750.00	$ 6,000.00
							$ -		
	Incidental Items						$ -		
22	*Mobilization*	*1*	*Lump Sum*	7,543.25	$ 7,543.25	25,000.00	$ 25,000.00	40,000.00	$ 40,000.00
23	*Traffic Control*	*1*	*Lump Sum*	13,715.00	$ 13,715.00	10,000.00	$ 10,000.00	35,000.00	$ 35,000.00
	BID TOTAL				**$300,998.62**		**$377,400.00**		**$476,050.00**

09-09-25

Norman S. Nichols, PE
Assist. City Engineer

OXFORD
DEVELOPMENT SERVICES
ENGINEERING

TABULATION OF BIDS **DRAINAGE IMPROVEMENTS** **FILLMORE AVE, SOUTH 11TH ST, AND LINCOLN AVE.** **ENG3Q25-SD1**		*Engineer Estimate* *$250,000*			
No.	Item	Quantity	Unit		
1	*Removal of Existing Asphalt Pavement, All Depths*	*300*	*Sq. Yd.*		
2	*Select Borrow Excavation, FM*	*950*	*C.Y.*		
3	*Excess Excavation, FM*	*950*	*C.Y.*		
4	*Crushed Stone, 610 or ¾" & Down*	*200*	*Ton*		
5	*Hot Mix Asphalt, 12.5 mm*	*125*	*Ton*		
6	*18" HP Storm Drain Pipe*	*480*	*Lin. Ft.*		
7	*24" HP Storm Drain Pipe*	*40*	*Lin. Ft.*		
8	*Curb Inlets*	*7*	*Each*		
9	*Grate Inlets*	*2*	*Each*		
10	*Junction Boxes (subsurface)*	*2*	*Each*		
11	*Junction Boxes (with surface lid)*	*2*	*Each*		
12	*Pipe Collar or Pipe Fitting*	*1*	*Each*		
13	*Concrete Driveway or Sidewalk Repair (**per SF**)*	*500*	*SQ. FT.*		
14	*Curb and Gutter Repair*	*50*	*Lin. Ft.*		
15	*Temporary Silt Fence*	*100*	*Lin. Ft.*		
16	*12" Wattles*	*200*	*Lin. Ft.*		
17	*Solid Sod*	*100*	*Sq. Yd.*		
18	*Reinforced Utility Conflict Boxes (if necessary)*	*3*	*C.Y.*		
19	*Storm Drain Pipe Removal, All types & sizes*	*80*	*Lin. Ft.*		
20	*Drainage Structure Removal, All types & sizes*	*7*	*Each*		
21	*Flowable Fill (Pipe abandonment use)*	*8*	*C.Y.*		
	Incidental Items				
22	*Mobilization*	*1*	*Lump Sum*		
23	*Traffic Control*	*1*	*Lump Sum*		
	BID TOTAL				**#REF!**

Norman S. Nichols, PE
Assist. City Engineer

OXFORD
DEVELOPMENT SERVICES
ENGINEERING

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

CC: Hollis Green, COO

Date: September 16, 2025

Re: Request Permission to Advertise, Sewer Extension at Hwy 314 and Gus Booker Road

Engineering requests permission to advertise for bids for the above-captioned project to extend the sewer located at Hwy 314 and Gus Booker Road.

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To:	Robyn Tannehill, Mayor, & Board of Aldermen
From:	John Crawley, P.E., City Engineer
CC:	Hollis Green, COO
Date:	September 16, 2025
Re:	Request Permission for the Mayor to Execute Professional Services Contracts, Elliott & Britt, PA, for the Pegues Road Extension Project

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

These contracts have received MDOT approval. The contract amount is $386,220.72.

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To:	Robyn Tannehill, Mayor, & Board of Aldermen
From:	John Crawley, P.E., City Engineer
CC:	Hollis Green, COO / Rob Neely P.E., General Manager, Oxford Utilities
Date:	September 16, 2025
Re:	Request to Approve Change Order No. 1, College Hill Lift Station Improvements Project

Engineering recommends approval of additive Change Order No. 1 for the above-captioned project in the amount of **$20,354.31**. This change order results from an extra week of time that was needed to rent and fuel a generator to run the pumps while electrical upgrades to the control systems were being made, therefore, this change order brings the contract amount to **$473,039.13**

CHANGE ORDER NO.: 1

Owner:	City of Oxford	Owner's Project No.:	
Engineer:	Precision Engineering Corporation	Engineer's Project No.:	21097
Contractor:	Hemphill Construction, Inc.	Contractor's Project No.:	H24216
Project:	College Hill Lift Station Improvements		
Contract Name:	College Hill Lift Station Improvements		
Date Issued:	9-10-2025	Effective Date of Change Order:	9-16-2025

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

Description:

Additional cost for extended generator time during control panel and pump installation.

Attachments:

Hemphill Construction's cost analysis for additional items of work.

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ 452,685.00	Original Contract Times: Substantial Completion: 50 Calendar Days Ready for final payment: 65 Calendar Days
No Change from previously approved Change Orders No. 0 to No. 1: $ 0.00	**No Change** from previously approved Change Orders No.0 to No. 1: Substantial Completion: 0 Ready for final payment: 0
Contract Price prior to this Change Order: $ 452,685.00	Contract Times prior to this Change Order: Substantial Completion: 50 Calendar Days Ready for final payment: 65 Calendar Days
Increase this Change Order: $ 20,354.31	**No Change** in this Change Order: Substantial Completion: 0 Ready for final payment: 0
Contract Price incorporating this Change Order: $ 473,039.31	Contract Times with all approved Change Orders: Substantial Completion: 50 Calendar Days Ready for final payment: 65 Calendar Days

Recommended by Engineer (if required)	Authorized by Owner
By:	
Title: Staff Engineer	
Date: 9-10-2025	

Authorized by Owner	Approved by Funding Agency (if applicable)
By:	
Title:	
Date:	

EJCDC® C-941, Change Order.
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SUPPLEMENTAL AGREEMENT

HEMPHILL CONSTRUCTION CO. INC.

P.O. DRAWER 879
FLORENCE, MS 39073

PROJECT NAME / NO.	MODIFICATION NO.
H24216- College Hill Lift Station Improvements City of Oxford Ms	1
DATE: Thursday, August 28, 2025	

COST ANALYSIS FOR ADDITIONAL ITEMS OF WORK

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNITS	ITEM PRICE	TOTAL AMOUNT
1	Additional Generator Usage due to a change in the scope of work	1.00	LS	$ 20,354.31	$ 20,354.31

LABOR	EQUIPMENT	RENT	MATERIAL	SUBCONTRACT	SUBTOTAL COST
$ 1,447.22	$ -	$ 5,488.00	$ 9,450.00	$ -	$ 16,385.22

CONTRACTOR'S TAX OF TOTAL AMOUNT @	3.50%	$ 712.40
CONTRACTOR'S BOND OF TOTAL AMOUNT @	1.00%	$ 203.54
CONTRACTOR'S NET FEE OF TOTAL AMOUNT @	15.00%	$ 3,053.15
TOTAL AMOUNT:		$ 20,354.31
PRICE PER UNIT:		$ 20,354.31

STATEMENT OF JUSTIFICATION FOR THIS CONTRACT MODIFICATION:

Due to a requirement in the upgrade of the service, the temporary generator to power the pump station is required to be used one week in addition to what was previously planned for. Below is a description of the extra cost incurred.

LABOR

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE	TOTAL
1	Superintendent	0	HR	$ 45.35	$ -
2	Foreman	0	HR	$ 38.83	$ -
4	Master Labor	0	HR	$ 35.60	$ -
5	Skilled Labor	35	HR	$ 26.85	$ 939.75
6	Labor	0	HR	$ 22.00	$ -

SUBTOTAL:		$ 939.75
PAYROLL TAXES AND INSURANCE:	54.00%	$ 507.47
TOTAL:		$ 1,447.22

EQUIPMENT - OPERATING

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE	TOTAL
1	Ford F-250 (10 hr. Minimum)	0	HR	$ 31.45	$ -
2	Conex Box (10 hr. Minimum)	0	HR	$ 1.35	$ -
3	Welder/Generator (10 hr. Minimum)	0	HR	$ 5.80	$ -
4	Pipe Saw (10 hr. Minimum)	0	HR	$ 5.55	$ -
5	Slope Laser (10 hr. Minimum)	0	HR	$ 8.15	$ -
6	Level (10 hr. Minimum)	0	HR	$ 1.90	$ -
7	35 Ton Crane (Standby)	0	HR	$ 238.10	$ -
8	35 Ton Operating	0	HR	$ 325.45	$ -

	$ -
TOTAL:	$ -

RENTAL

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE	TOTAL
1	Generator Rental	1	WK	$ 5,488.00	$ 5,488.00

COST ANALYSIS FOR ADDITIONAL ITEMS OF WORK

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNITS	ITEM PRICE	TOTAL AMOUNT
1	Additional Generator Usage due to a change in the scope of work	1.00	LS	$ 20,354.31	$ 20,354.31

TOTAL: $ 5,488.00

MATERIAL

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE	TOTAL
1	Fuel	2520	Gal	$ 3.75	$ 9,450.00

TOTAL: $ 9,450.00

SUBCONTRACT

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE	HOURS	TOTAL
1		1	LS	$ -	0	$ -

TOTAL: $ -

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: H24216-01

To Customer: City of Oxford
107 Courthouse Square
Oxford, MS 38655

Project H24216- Oxford College Hill Lift Station

Via Engineer Precision Engineering Corporation
1776 N Lamar Blvd
Oxford, MS 38655

Application No. JB App #1
Period From: 8/1/2025
Period To: 8/31/2025

Distribution to :
☐ Owner
☐ Engineer
☐ Contractor
☐
☐

From Contracto Hemphill Construction Company, Inc.
PO Drawer 879
1858 Hwy 49 South
Florence, MS 39073

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

External Contract No. N/A

Application Date: 8/27/2025

Contract Date: 12/5/2024

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	$452,685.00
2. Net Change By Change Order	$0.00
3. Contract Sum To Date	$452,685.00
4. Work Completed To Date	$191,000.00
5. Stored Materials Inventory	$70,952.67
6. Total Completed and Stored To Date	$261,952.67
7. Retainage	
a. Maximum Retainage is not in effect.	
b. Securities are not furnished in lieu of Retainage.	$0.00
c. Retainage on Work Completed to Date 5.00 %	$9,550.00
d. Retainage on Stored Materials Inventory 5.00 %	$3,547.63
e. Total Calculated Retainage	$13,097.63
f. Total Retainage To Be Withheld	$13,097.63
8. Total Earned Less Retainage	$248,855.04
9. Less Previous Certificates For Payments	$0.00
10. Current Payment Due	$248,855.04
11. Balance to Finish, Plus Retainage	$203,829.96

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$0.00	$0.00
Total Approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
Net Changes By Change Order	**$0.00**	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hemphill Construction Company, Inc.

By: Ben McDowell Date: 8/27/2025

State of: Mississippi County of: Simpson

Subscribed and sworn to before me this 27th day of August 2025

Notary Public:

My Commission expires: June 15, 2029

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 122576 SAMANTHA BROWN Commission Expires June 15, 2029 SIMPSON COUNTY

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED **$248,855.04**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:

By: Jay Wilson Date: 9-9-25

OWNER:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #1
Application Date : 08/27/25
Period From: 08/01/25
Period To: 08/31/25
External Contract No.:

Invoice # : H24216-01

Contract : H24216- Oxford College Hill Lift Station

Item No.	Description of Item	Contract U of M	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Stored Materials	Total Completed and Stored	Balance to Finish	Percent Complete
1	Removal of Existing Pumps & Pump Components	LS	1.00	$11,500.00	$11,500.00	0.00	0.50	0.50	$0.00	$5,750.00	0.00	$5,750.00	$5,750.00	50.00%
2	Removal of Existing Control System Components	LS	1.00	$30,185.00	$30,185.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$30,185.00	0.00%
3	Upgrade Pumps and Components	LS	1.00	$285,000.00	$285,000.00	0.00	0.65	0.65	$0.00	$185,250.00	70,952.67	$256,202.67	$28,797.33	65.00%
4	Upgrade Control System & Electrical Components	LS	1.00	$126,000.00	$126,000.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$126,000.00	0.00%
Grand Totals					$452,685.00				$0.00	$191,000.00	$70,952.67	$261,952.67	$190,732.33	57.87%

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To:	Robyn Tannehill, Mayor, & Board of Aldermen
From:	John Crawley, P.E., City Engineer
CC:	Hollis Green, COO / Rob Neely P.E., General Manager, Oxford Utilities
Date:	September 16, 2025
Re:	Request to Approve Change Order No. 4, North Lamar Sewer Improvements Project

Engineering recommends approval of additive Change Order No. 4 for the above-captioned project in the amount of **$143,670.30**. The change order is due to adding an additional gravity sewer line along Sandy Cove to tie into the new line on Christman Drive. Please note, this change order brings the contract amount to **$2,022,605.18.**

CHANGE ORDER NO.: 4

Owner:	City of Oxford	Owner's Project No.:	
Engineer:	Precision Engineering Corporation	Engineer's Project No.:	21097
Contractor:	Axis Site Work, LLC	Contractor's Project No.:	
Project:	North Lamar (CR 101) Sewer Project 246-2-SW-5.5		
Contract Name:	North Lamar (CR 101) Sewer Project 246-2-SW-5.5		
Date Issued:	9-10-2025	Effective Date of Change Order:	9-16-2025

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

Description:

Additional sewer main and connections have been added to the project scope to serve Sandy Cove.

Attachments:

Change Order Summary #4

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ 1,742,268.31	Original Contract Times: Substantial Completion: 210 Calendar Days Ready for final payment: 230 Calendar Days
Increase from previously approved Change Orders No. 1 to No. 2: $ 136,666.57	**No Change** from previously approved Change Orders No.1 to No. 2: Substantial Completion: 0 Ready for final payment: 0
Contract Price prior to this Change Order: $ 1,878,934.88	Contract Times prior to this Change Order: Substantial Completion: 210 Calendar Days Ready for final payment: 230 Calendar Days
Increase this Change Order: $ 143,670.30	**Increase** this Change Order: Substantial Completion: 140 Ready for final payment: 140
Contract Price incorporating this Change Order: $ 2,022,605.18	Contract Times with all approved Change Orders: Substantial Completion: 350 Calendar Days Ready for final payment: 370 Calendar Days

Recommended by Engineer (if required)	Authorized by Owner
By:	
Title: Staff Engineer	
Date: 9-10-2025	
Authorized by Owner	Approved by Funding Agency (if applicable)
By:	
Title:	
Date:	

EJCDC® C-941, Change Order.
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276 County Road 101
Oxford, MS 38655
oxford@pecorpms.com

PRECISION ENGINEERING CORPORATION

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

PROJECT NAME: NORTH LAMAR (CR 101) SEWER PROJECT 246-2-SW-5.5

PROJECT NO.: 21097 - CHANGE ORDER SUMMARY #4 ***DATE: 9-16-25***

BID ALTERNATE #1

ITEM NO	DESCRIPTION	UNIT	C.O. #4 QUANTITY	UNIT PRICE	NET INCREASE TO CONTRACT	NET DECREASE TO CONTRACT
A. EXCAVATION						
1	SELECT BACKFILL (MISC. LOCATIONS)	CY (LVM)	20.00	$ 26.00	$ 520.00	$ -
2	BEDDING MATERAL	CY	50.00	$ 72.22	$ 3,611.00	$ -
3	TRENCH SAFETY (>5 FT DEPTH)	LS	0.10	$ 19,500.00	$ 1,950.00	$ -
3A	CLEARING & GRUBBING	LS	1	$ 6,500.00	$ 6,500.00	
SUB - TOTAL EXCAVATION					**$ 12,581.00**	**$ -**
B. SANITARY SEWER SYSTEM						
4	6" SDR-26 PVC PIPE (OPEN CUT) (SERVICE)	LF	300.00	$ 28.44	$ 8,532.00	$ -
5	8" SDR-26 PVC PIPE (OPEN CUT) (0' - 6')	LF	660.00	$ 42.17	$ 27,832.20	$ -
6	8" SDR-26 PVC PIPE (OPEN CUT) (6' - 10')	LF	0.00	$ 48.67	$ -	$ -
7	8" SDR-26 PVC PIPE (OPEN CUT) (10' - 14')	LF	0.00	$ 61.67	$ -	$ -
8	PROPOSED 48" DIA. SEWER MANHOLE (0' - 6')	EA	3.00	$ 4,500.00	$ 13,500.00	$ -
9	PROPOSED 48" DIA. SEWER MANHOLE (>6')	VF	5.00	$ 325.00	$ 1,625.00	$ -
10	TIE TO EXISTING SEWER MANHOLE	EA	1.00	$ 1,625.00	$ 1,625.00	$ -
11	6" SEWER CLEANOUT	EA	8.00	$ 409.50	$ 3,276.00	$ -
12	COATED COPPER TRACER WIRE (GREEN)	LF	660.00	$ 0.26	$ 171.60	$ -
13	VIDEO INSPECTION	LS	1.00	$ 1,500.00	$ 1,500.00	$ -
SUB - TOTAL SANITARY SEWER SYSTEM					**$ 58,061.80**	**$ -**
C. STORM SEWER SYSTEM						
14	15" HDPE N12 STORM DRAIN REPLACEMENT	LF		$ 32.50	$ -	$ -
15	18" HDPE N12 STORM DRAIN REPLACEMENT	LF		$ 45.50	$ -	$ -
16	24" HDPE N12 STORM DRAIN REPLACEMENT	LF	100.00	$ 58.50	$ 5,850.00	$ -
SUB - TOTAL STORM SEWER SYSTEM					**$ 5,850.00**	**$ -**
D. STREET PAVING						
17	PAVEMENT REMOVAL (ASPHALT)	SY	825.00	$ 10.40	$ 8,580.00	$ -
18	PAVEMENT REPLACEMENT (3.5" ASPHALT)	SY	825.00	$ 28.60	$ 23,595.00	$ -
19	CRUSHED LIMESTONE	TONS	275.00	$ 61.10	$ 16,802.50	$ -
SUB - TOTAL STREET PAVING					**$ 48,977.50**	**$ -**

ITEM NO	DESCRIPTION	UNIT	C.O. #4 QUANTITY	UNIT PRICE	NET INCREASE TO CONTRACT	NET DECREASE TO CONTRACT
E. MISCELLANEOUS ITEMS						
20	EROSION AND SEDIMENTATION CONTROL	LS	0.20	$ 6,500.00	$ 1,300.00	
21	TRAFFIC CONTROL	LS	0.20	$ 32,500.00	$ 6,500.00	
22	SEED & MULCH	ACRE	0.50	$ 6,500.00	$ 3,250.00	
23	BERMUDA SOD	SY	300.00	$ 6.50	$ 1,950.00	
24	CONCRETE CURB AND GUTTER REPLACEMENT	LF		$ 32.50	$ -	
25	REMOVE & REPLACE 8" WATER MAIN	LF		$ 78.00	$ -	
26	MOBILIZATION	LS	0.40	$ 13,000.00	$ 5,200.00	
SUB - TOTAL MISCELLANEOUS ITEMS					**$ 18,200.00**	

SUMMARY		
A. EXCAVATION	$ 12,581.00	$ -
B. SANITARY SEWER SYSTEM	$ 58,061.80	$ -
C. STORM SEWER SYSTEM	$ 5,850.00	$ -
D. STREET PAVING	$ 48,977.50	$ -
E. MISCELLANEOUS ITEMS	$ 18,200.00	$ -
TOTAL:	**$ 143,670.30**	**$ -**
TOTAL ADJUSTMENT:	**$ 143,670.30**	

ORIGINAL CONTRACT TOTAL: **$ 1,742,268.31**

NET CHANGE BY PREVIOUS CHANGE ORDERS: **$ 136,666.57**

NEW CONTRACT TOTAL: **$ 2,022,605.18**

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To:	Robyn Tannehill, Mayor, & Board of Aldermen
From:	John Crawley, P.E., City Engineer
CC:	Hollis Green, COO / Rob Neely P.E., General Manager, Oxford Utilities
Date:	September 16, 2025
Re:	Request to Approve Change Order No.8, SR 7 Water & Sewer Relocations, Phase 2B

Engineering recommends approval of Change Order No. 8 for the above-captioned project. The change order is a net increase in the contract amount of **$10,186.25**, and it is a final quantity adjustment for water distribution items actually installed.

The change order increases the contract amount to $5,933,511.75.

CHANGE ORDER NO.: 8

Owner:	City of Oxford	Owner's Project No.:	None
Engineer:	Daniels & Associates, Inc.	Engineer's Project No.:	None
Contractor:	Argo Construction	Contractor's Project No.:	
Project:			
Contract Name:	SR 7 Water & Sewer Relocations II B		
Date Issued:	September 8, 2025	Effective Date of Change Order:	September 16, 2025

The Contract is modified as follows upon execution of this Change Order: *Modify contract unit price quantities to those actually installed for potable water items and corresponding unit price item amounts. Also, correct two unit price errors on change order no. 2.*

Description: *See attached sheets CO-8A and CO-8B recapping item quantities added and deleted.*

Attachments: *Sheets CO-8A and CO-8B.*

Change in Contract Price	Change in Contract Times
Original Contract Price: $ 5,986,963.50	Original Contract Times: Substantial Completion: 260 days (06/02/2025) Ready for final payment: 270 days (06/12/2025)
[~~Increase~~] [Decrease] from previously approved Change Orders No. 1 to No. 7: $ (63,638.00)	[~~Increase~~] [~~Decrease~~] from previously approved Change Orders No. 1 to No. 7 : Substantial Completion: 11 days Ready for final payment: 11 days
Contract Price prior to this Change Order: $ 5,923,325.50	Contract Times prior to this Change Order: Substantial Completion: 271 days (06/13/2025) Ready for final payment: 281 days (06/23/2025)
[Increase] [~~Decrease~~] this Change Order: $ 10,186.25	[~~Increase~~] [~~Decrease~~] this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: $ 5,933,511.75	Contract Times with all approved Change Orders: Substantial Completion: 271 days (06/13/2025) Ready for final payment: 281 days (06/23/2025)

Recommended by Engineer (if required)	Accepted by Contractor
By: David Daniels	
Title: David Daniels, PE	Stephen Bing, President
Date: 9/8/2025	9/8/2025
Authorized by Owner	Approved by Funding Agency (if applicable)
By:	
Title: John Crawley, City Engineer	*Not Applicable*
Date:	

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CITY OF OXFORD
SR 7 WATER & SEWER RELOCATIONS PHASE II B
CHANGE ORDER NO. 8
ARGO CONSTRUCTION CORPORATION
SEPTEMBER 8, 2025

POTABLE WATER ITEMS

Additions

Item No.	Item	Quantity	Unit	Unit Price	Amount
7	2" HDPE Service Tubing, DR 9, CTS	147.0	L.F.	$4.00	$588.00
8	1" Copper Service Line, TYPE "K"	175.0	L.F.	19.00	3,325.00
15	18" HDPE D.I.P.S. DR 11, Directional Bore (6 Sites)	40.0	L.F.	350.00	14,000.00
20	18" Steel Casing, Bored (4 Sites)	20.0	L.F.	585.00	11,700.00
36	12" x 12" Wet Tap Assembly (Corrects Change Order 2)	1.0	Each	9,000.00	9,000.00
37	8" x 8" Wet Tap Assembly (Corrects Change Order 2)	1.0	Each	7,200.00	7,200.00
37	8" x 8" Wet Tap Assembly	1.0	Each	7,200.00	7,200.00
38	16" x 8" Anchor Tee & 8" Gate Valve & Box	2.0	Each	8,100.00	16,200.00
46	1" Air Release Assembly	4.0	Each	2,900.00	11,600.00
49	Relocate & Reconnect Existing 1" Meter & Box	1.0	Each	400.00	400.00
53	16" x 2" Saddle	1.0	Each	730.00	730.00
57	2" Corporation Stop	1.0	Each	540.00	540.00
58	1" Corporation Stop	1.0	Each	118.00	118.00
60	2" Curb Valve	1.0	Each	710.00	710.00
61	1"" Curb Valve	2.0	Each	235.00	470.00
63	2" Service Pressure Reducer	1.0	Each	1,222.00	1,222.00
64	1" Service Pressure Reducer	1.0	Each	360.00	360.00
66	Connect to Existing 16" Main	1.0	Each	2,600.00	2,600.00
82	6" Set Screw Retainer Gland	3.0	Each	110.00	330.00
83	16" Joint Restraint Gaskets	11.0	Each	900.00	9,900.00
84	10" Joint Restraint Gaskets	3.0	Each	350.00	1,050.00
87	Concrete Sidewalk Removal & Repair (1 Site)	44.0	S.Y.	120.00	5,280.00
104*	2" PVC, Service Line (Faulkner)	410.0	L.F.	20.00	8,200.00
	Subtotal - Additions				$112,723.00

Deletions

Item No.	Item	Quantity	Unit	Unit Price	Amount
2	16" Ductile Iron Pipe, CL. 350	560.0	L.F.	$117.00	$65,520.00
3	12" Ductile Iron Pipe, CL. 350	60.0	L.F.	73.00	4,380.00
9	3/4" Copper Service Line, TYPE "K"	50.0	L.F.	15.00	750.00
11	3/4" PVC Service Line, CL 200	70.0	L.F.	1.50	105.00
28	3/4" Copper Tubing Drive Bore, No Casing (1 Site)	15.0	L.F.	48.00	720.00
36	12" x 12" Wet Tap Assembly (Corrects Change Order 2)	1.0	Each	15,000.00	15,000.00
37	8" x 8" Wet Tap Assembly (Corrects Change Order 2)	1.0	Each	6,000.00	6,000.00
67	Connect to Existing 8" Main	1.0	Each	1,000.00	1,000.00
71	Cap & Block New 16" Main	1.0	Each	2,000.00	2,000.00
74	Remove Existing Fire Hydrant & Deliver to City Shop	1.0	Each	100.00	100.00
77	Ductile Iron Fittings	1,767.0	Lbs.	0.25	441.75
85	Asphalt Pavement Removal & Repair (3 Sites)	12.0	S.Y.	250.00	3,000.00
86	Curb & Gutter Removal and Repair (2 Sites)	6.0	L.F.	85.00	510.00
91	Tracer Wire	320.0	L.F.	0.50	160.00
94	Solid Bermuda Sod	200.0	S.Y.	6.00	1,200.00
95	Silt Fence	200.0	L.F.	2.25	450.00
96	Wattles	200.0	L.F.	6.00	1,200.00
	Subtotal - Deletions				$102,536.75

Summary

1.	Total Additions	$112,723.00
2.	Total Deletions	(102,536.75)
	NET INCREASE CHANGE ORDER NO. 8	$10,186.25

** Indicates new item.*

Outlook

SR 7 Water & Sewer Relocations Phase II B

From ddaniels@danielsassociates.com <ddaniels@danielsassociates.com>
Date Mon 9/8/2025 2:57 PM
To John Crawley <john@oxfordms.net>
Cc Allison Ferris <allison@oxfordms.net>

2 attachments (818 KB)
Change Order No 8 SR 7 Water Ph II B.pdf; Change Order No. 9 & Final SR 7 Sewer Ph II B.pdf;

Attached is change order number 8 and change order number 9 and final for the SR 7 Water & Sewer Relocation Phase II B project. As you can see from the final change order, the final contract amount is $177,691.94 under (-3%) the original contract amount. These are submitted for approval at the September 16th BOA meeting.

David Daniels, PE
Daniels & Associates, Inc.
720 North Lamar Boulevard, Unit 4
Oxford MS 38655
662-236-3981

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To:	Robyn Tannehill, Mayor, & Board of Aldermen
From:	John Crawley, P.E., City Engineer
CC:	Hollis Green, COO / Rob Neely P.E., General Manager, Oxford Utilities
Date:	September 16, 2025
Re:	Request to Approve Change Order No. 9 & Final, SR 7 Water & Sewer Relocations Project, Phase 2B

Engineering recommends approval of Change Order No. 9 and Final for the above-captioned project. The change order is a net decrease in the contract amount of **$124,240.19.** This is a final quantity adjustment for sanitary sewer items actually installed.

The change order decreases the contract amount to $5,809,271.56.

CHANGE ORDER NO.: 9 & Final

Owner:	City of Oxford	Owner's Project No.:	None
Engineer:	Daniels & Associates, Inc.	Engineer's Project No.:	None
Contractor:	Argo Construction	Contractor's Project No.:	
Project:			
Contract Name:	SR 7 Water & Sewer Relocations II B		
Date Issued:	September 8, 2025	Effective Date of Change Order:	September 16, 2025

The Contract is modified as follows upon execution of this Change Order: *Modify contract unit price quantities to those actually installed for sanitary sewer items and corresponding unit price item amounts.*

Description: *See attached sheets CO-9 recapping item quantities added and deleted.*

Attachments: *Sheets CO-9.*

Change in Contract Price	Change in Contract Times
Original Contract Price: $ 5,986,963.50	Original Contract Times: Substantial Completion: 260 days (06/02/2025) Ready for final payment: 270 days (06/12/2025)
~~[Increase]~~ [Decrease] from previously approved Change Orders No. 1 to No. 8: $ (53,451.75)	~~[Increase]~~ ~~[Decrease]~~ from previously approved Change Orders No. 1 to No. 8 : Substantial Completion: 11 days Ready for final payment: 11 days
Contract Price prior to this Change Order: $ 5,933,511.75	Contract Times prior to this Change Order: Substantial Completion: 271 days (06/13/2025) Ready for final payment: 281 days (06/23/2025)
~~[Increase]~~ [Decrease] this Change Order: $ (124,240.19)	~~[Increase]~~ ~~[Decrease]~~ this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: $ 5,809,271.56	Contract Times with all approved Change Orders: Substantial Completion: 271 days (06/13/2025) Ready for final payment: 281 days (06/23/2025)

Recommended by Engineer (if required)	Accepted by Contractor
By: David Daniels	
Title: David Daniels, PE	Stephen Bing, President
Date: 9/8/2025	9/8/2025
Authorized by Owner	Approved by Funding Agency (if applicable)
By:	
Title: John Crawley, City Engineer	*Not Applicable*
Date:	

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CITY OF OXFORD SHEET CO-9
SR 7 WATER & SEWER RELOCATIONS PHASE II B
CHANGE ORDER NO. 9 & FINAL
ARGO CONSTRUCTION CORPORATION
SEPTEMBER 08, 2025

SANITARY SEWER ITEMS

Additions

Item No.	Item	Quantity	Unit	Unit Price	Amount
13	8" Gravity Sanitary Sewer Main, 4'-6' Depth	90.0	L.F.	$62.00	$5,580.00
27	Precast 48" Sewer Manhole - 9' Depth	1.0	Each	5,500.00	5,500.00
30	Connect to Existing 4" Sewer Service Line	1.0	Each	750.00	750.00
62*	No. 57 Crushed Limestone	46.6	Each	87.00	4,056.81
	Subtotal - Additions				$15,886.81

Deletions

Item No.	Item	Quantity	Unit	Unit Price	Amount
6	12" Gravity Sanitary Sewer Main, 6'-8' Depth	48.0	L.F.	$92.00	$4,416.00
11	8" Gravity Sanitary Sewer Main, 8'-10' Depth	20.0	L.F.	66.00	1,320.00
12	8" Gravity Sanitary Sewer Main, 6'-8' Depth	123.0	L.F.	64.00	7,872.00
15	4" Gravity Sanitary Sewer Main, 3'-6' Depth	70.0	L.F.	30.00	2,100.00
28	Precast 48" Sewer Manhole - 8' Depth	1.0	Each	5,300.00	5,300.00
32	Select Backfill	3,620.0	C.Y.	15.00	54,300.00
33	Excess Excavation	3,555.0	C.Y.	15.00	53,325.00
38	Tracer Wire	217.0	L.F.	0.50	108.50
40	Silt Fence	150.0	L.F.	2.25	337.50
41	Erosion Checks (Wattles)	200.0	L.F.	6.00	1,200.00
42	Erosion Control Blanket	100.0	S.Y.	1.15	115.00
44	Solid Bermuda Sod	100.0	S.Y.	6.50	650.00
47	Curb and Gutter Removal & Repair	6.0	L.F.	98.00	588.00
48	Concrete Sidewalk Removal & Repair	6.0	L.F.	120.00	720.00
50	Plug Existing 8" Service in Existing Manhole	1.0	Each	125.00	125.00
52	Fill Abandoned Sewer Lines with Flowable Fill	17.0	C.Y.	450.00	7,650.00
	Subtotal - Deletions				$140,127.00

Summary

1.	Total Additions	$15,886.81
2.	Total Deletions	(140,127.00)
	NET DELETION CHANGE ORDER NO. 9 & FINAL	($124,240.19)

** Indicates new item.*

Outlook

SR 7 Water & Sewer Relocations Phase II B

From ddaniels@danielsassociates.com <ddaniels@danielsassociates.com>
Date Mon 9/8/2025 2:57 PM
To John Crawley <john@oxfordms.net>
Cc Allison Ferris <allison@oxfordms.net>

2 attachments (818 KB)
Change Order No 8 SR 7 Water Ph II B.pdf; Change Order No. 9 & Final SR 7 Sewer Ph II B.pdf;

Attached is change order number 8 and change order number 9 and final for the SR 7 Water & Sewer Relocation Phase II B project. As you can see from the final change order, the final contract amount is $177,691.94 under (-3%) the original contract amount. These are submitted for approval at the September 16th BOA meeting.

David Daniels, PE
Daniels & Associates, Inc.
720 North Lamar Boulevard, Unit 4
Oxford MS 38655
662-236-3981

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

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

Date: September 16, 2025

Re: Request to Approve Night Work,
South Lamar Pedestrian Improvements

Phillips Contracting has requested to work overnight from the 7:00 PM to 7:00 AM, Mondays through Thursdays, as needed, on the above-captioned project. The limits of this project extend from Oxford Way in the south to Belk Boulevard in the north, which is highly congested with traffic during the daytime hours. As the work associated with the project will require some one lane closures along the east side of South Lamar, Engineering is in favor of granting this request to help mitigate the impacts of construction.

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

CC: Hollis Green, COO

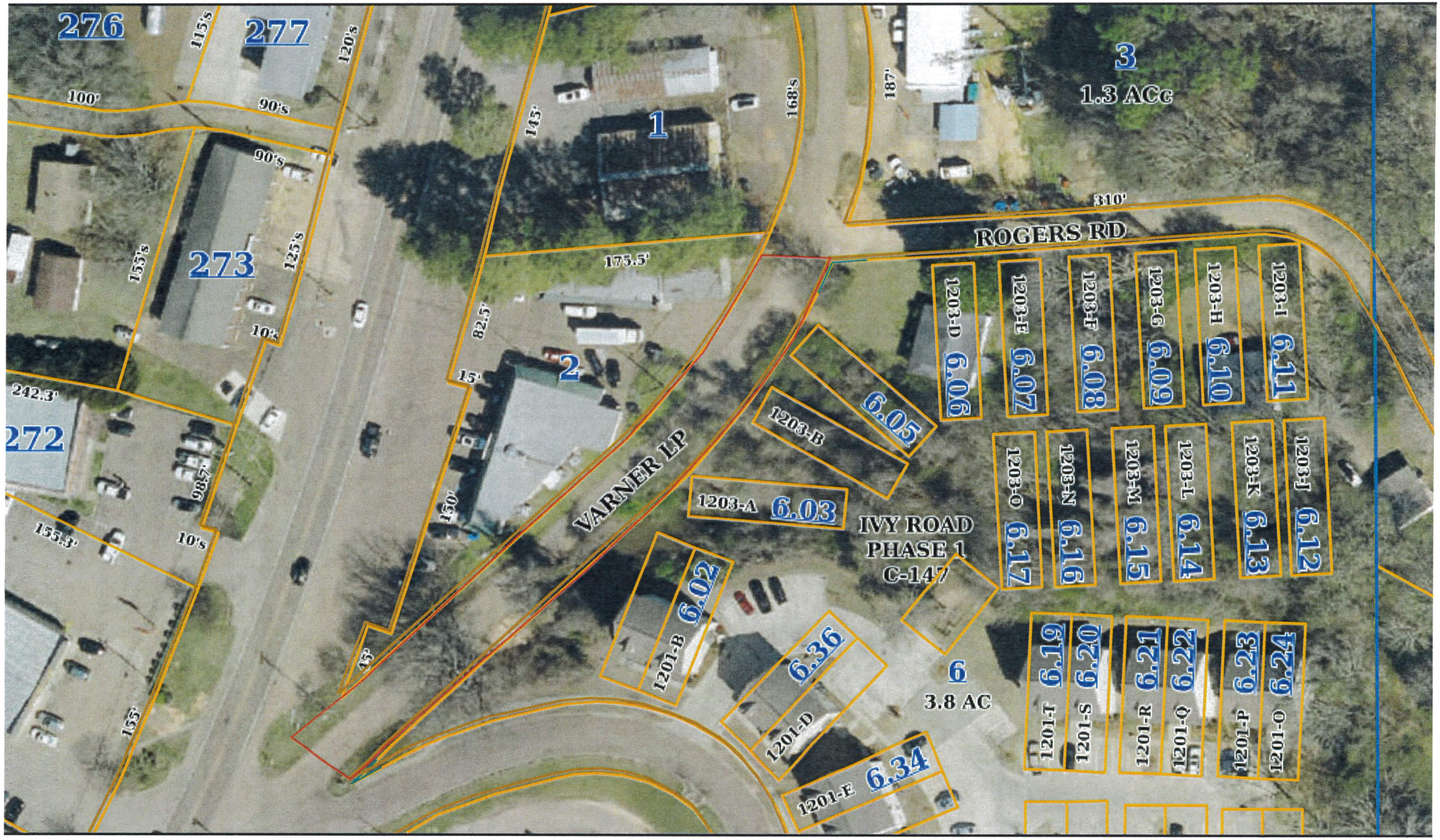
Date: September 16, 2025

Re: Request Permission to Close Varner Loop from Rogers Road to North Lamar Boulevard

Engineering requests permission to close Varner Loop from its intersection with Rogers Road to North Lamar Boulevard.

Please see the attached map.

Varner Loop



'10/2025, 2:58:03 PM

oads and Railroads

2

SUBD_TIC_LN

SectionLine

Parcels

lafayette_ms_water

lafayette_ms_twprng

lafayette_ms_subref

lafayette_ms_secno

lafayette_ms_rrname

lafayette_ms_roadname

lafayette_ms_parno

lafayette_ms_misc

lafayette_ms_lotno

lafayette_ms_exempt

lafayette_ms_dist

lafayette_ms_dim

lafayette_ms_citylim

lafayette_ms_ac

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

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OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Mayor and Board of Aldermen

From: John Crawley, City Engineer

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

Date: September 16, 2025

Re: Request Permission to have Execution of Contract Documents, Oxford Regional Supply and Treatment Project, Haley Well No. 2

Engineering requests permission for the mayor to execute the contract documents related to the above-captioned project. The low bid of **Donald Smith Company** was accepted by the Board of Aldermen at the regular meeting on August 5th in the amount of **$2,783, 120.00.**

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To:	Robyn Tannehill, Mayor, & Board of Aldermen
From:	John Crawley, P.E., City Engineer
CC:	Hollis Green, COO / Rob Neely, General Manager, P.E.
Date:	September 16, 2025
Re:	Request Permission to Obtain Two Appraisals, Easement Needed for Howell Loop Lift Station Upgrades

Engineering requests permission to seek two appraisals for an easement needed to make necessary improvements to the Howell Loop lift station.

See attached for a survey plat and legal description.

Point of Commencement:
3/4" Iron Pipe in Concrete Found Marking the
Northwest Corner of Section 25, Township 08 South,
Range 04 West, Lafayette County, Mississippi
N=1,770,619.5966'
E=758,885.0345'
Convergence Angle: -00°25'17.55"

South
2062.34'

LEGEND

- Proposed Easement Lines
- Adjoiner Property Lines
- OP — Overhead Electric Lines
- Existing Centerline
- SP — Service Pole
- Guy Wire
- 1/2" X 18" Capped Rebar (Stamped PS 3183) Set

Ex. Manhole
Top=419.89

Ex. Manhole
Top=421.18

Howell Loop

48.94'

48.85'

OP

SP

Point of Beginning
N=1,768,557.2575'
E=760,022.1712'

Ex. R.O.W.

East
1137.14'

S86° 38' 15"E
55.00'

1/2" Rebar Found

N03° 21' 45"E
50.00'

Permanent Easement
+/- 0.07 Acre

50.65'
S05° 49' 30"E
(N05° 52' 00"W)

63.09'
N86° 38' 15"W

Grace Rentals, LLC
Ins. 2023-2732

Heritage Developments, LLC &
Evergreens 314, LLC
Ins. 2022-8614

20 10 0 20
SCALE IN FEET

Notes:
1. This Survey Is Classified As A Class "B" Survey.
2. Source Of Information From Deeds Recorded At The Office of The Chancery Clerk of Lafayette County, Mississippi.
3. Property Bearings Were Based On GPS Observation.
   State Plane MS East
   Horizontal Datum: NAD 83
   Horizontal Scale Factor: 0.99995
4. Property is subject to all easements recorded or unrecorded, shown or not shown on this plat of survey.
5. Field survey was completed on July 29, 2025.
6. This survey was platted and completed on September 02, 2025.
7. No title search was performed for this survey.
8. All monuments set are 1/2" x 18" capped rebar stamped "PS 3183", unless noted otherwise.
9. All adjoining property lines are shown in their approximate location.

Certification:
I Hereby Certify That This Plat of Survey Conforms to the Minimum Standards of Practice For A Class "B" Survey As Set Forth By the Mississippi Board of Licensure For Professional Engineers And Surveyors.

Benjamin M. Daniel
P.S. No. 3183

OXFORD
ENGINEERING
DEPARTMENT

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OXFORD, MS 38655
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PROPOSED LIFT STATION
HOWELL LOOP

REVISIONS:

DATE: 09/02/2025

DRAWN BY: BMD

SHEET TITLE: *Easement Survey*

SHEET NO. EX. A