THE CITY OF
OXFORD

City of Oxford
Board of Aldermen
Regular Meeting
Tuesday, July 7, 2026 at 5:00 PM
City Hall Courtroom

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

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

Agenda

1. Opening the Meeting
   - 1.a. Call to Order
   - 1.b. Adopt the agenda for the meeting
   - 1.c. Mayor's Report
2. Regular Agenda: Financial Administration Office
   - 2.a. Request to approve the minutes of the Regular Board of Aldermen Meeting on June 16, 2026. (Leslie McCormick)
   - 2.b. Request permission to approve the accounts for all city departments. (Leslie McCormick)
   - 2.c. Request approval of Emergency Purchases that were made in response to Winter Storm Fern, which occurred January 23-26, 2026. (Rhonda Burchett)
   - 2.d. May 2026 budget report. (Rhonda Burchett)
   - 2.e. Request approval to sign the Delta Software Agreement renewals for the Fiscal Year beginning October 1, 2026, and ending September 30, 2027. (Rhonda Burchett)
3. Consider the consent agenda
   - 3.a. Fixed Asset Management
     - i. Request permission to declare equipment from the Environmental Services Department surplus and authorize its disposal. (Amberlyn Liles)
     - ii. Request permission to declare equipment from Oxford Utilities surplus and authorize its disposal. (Rob Neely)
     - iii. Request permission to remove equipment from surplus and transfer it from Oxford Utilities to OU Transit. (Rob Neely)
     - iv. Request permission to declare a service weapon from the Oxford Police Department surplus and sell it to a retiree at a cost of $1.00 per state statute. (Jeff McCutchen)
   - 3.b. Travel Requests

i. Request permission for one employee from the Municipal Court to attend the Municipal Court Clerk's Conference on September 15–18, 2026, in Biloxi, Mississippi, at an estimated cost of $100.00. (Nickie Denley)

ii. Request permission for one employee from the Oxford Police Department to attend the First Amendment of Supervisors from July 20, 2026, to August 20, 2026, in Oxford, Mississippi, at an estimated cost of $350.00. (Jeff McCutchen)

iii. Request permission for one employee from the Oxford Police Department to attend the Mississippi Police Benevolent Association Board Meeting on July 16–18, 2026, in Gulfport, Mississippi, at no cost to the city. (Jeff McCutchen)

iv. Request permission for two employees from the Oxford Police Department to attend the SFST Instructor Course on July 13–17. 2026, in Hattiesburg, Mississippi, at an estimated cost of $680.00. (Jeff McCutchen)

v. Request permission for ten employees from the Oxford Police Department to attend the National Lawfit on July 16–18, 2026, in Southaven, Mississippi, at an estimated cost of $4,588.00. (Jeff McCutchen)

vi. Request permission for one employee from the Oxford Police Department to attend the Active Attack Integrated Response training on July 12–14, 2026, in Pearl, Mississippi, at no cost to the city. (Jeff McCutchen)

3.c. Human Resources

i. Request permission to hire one full-time employee for the Environmental Services Department. (Braxton Tullos)

ii. Request permission to hire one full-time employee and two seasonal employees for the Building and Grounds — Landscape Maintenance Department. (Braxton Tullos)

iii. Request permission to hire two full-time employees for the Oxford Fire Department. (Braxton Tullos)

iv. Request permission to hire one unpaid intern for the Human Resources Department. (Braxton Tullos)

v. Request permission to accept the resignation of one full-time employee for the Oxford Police Department. (Braxton Tullos)

vi. Request permission to hire one full-time employee for the Oxford Police Department. (Braxton Tullos)

3.d. Miscellaneous

i. Request permission for the Municipal Court to host a training with the Mississippi Attorney General's Office on July 30, 2026, at no cost to the city. (Nickie Denley)

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

iii. Request permission to accept donations for the Oxford Animal Resource Center. (Kelli Briscoe)

iv. Request permission to approve William Greenlee as a taxi driver for Vero Transportation. (Jeff McCutchen)

4. Regular Agenda: Other Departments

4.a. Presentation of the Annual Report for the Municipal Reserve and Trust Fund by Watkins, Ward and Stafford, PLLC. (Ed Maxwell)

4.b. Consider extending the Local State of Emergency. (Shane Fortner)

5. Regular Agenda: Police Department

5.a. Request permission to sign a service agreement with Iris Intel, Inc. (Jeff McCutchen)

5.b. Request permission to approve a Parade/Assembly permit for Ashley Callery to host the Oxford Witches Ride on October 26, 2026, from 6:15 p.m. to 6:45 p.m. (Jeff McCutchen)

5.c. Request permission to adopt a retirement resolution for Johnny Sneed. (Jeff McCutchen)

6. Regular Agenda: Development Services-Planning Department

6.a. Appeal of the Planning Commission's denial of Case #3354, a request by Bill Abington for a Variance from Section 5.8.4.10 Conservation Overlay Districts, for property located at 805 University Avenue, being further identified as PPIN #6026. (Kate Kenwright)

7. Regular Agenda: Special Projects

7.a. Request permission to reject the bid for the OUT training room project. (Mark Levy)

7.b. Request permission to re-advertise for the OUT Training Room project. (Mark Levy)

7.c. Request permission to advertise for bids for a temporary ice skating rink for Holly Jolly Holidays. (Mark Levy)

8. Regular Agenda: Development Services-Engineering Department

8.a. Request permission to accept a drainage easement from Mr. Bradley Enlow, 100 Peyton Circle. (John Crawley)

8.b. Consider the request from MFM Development, LLC to reduce Subdivision Bond #2297973 for Colonnade Crossing, Phase 3. (John Crawley)

8.c. Request permission to enter into a water service agreement with East Oxford Water Association. (John Crawley)

8.d. Request permission to enter into a transfer of water service certificated area agreement with East Oxford Water Association. (John Crawley)

8.e. Request permission to release Subdivision Bond No. 1001199911 for The Grove at Grand Oaks, Phase VII. (John Crawley)

8.f. Request to approve Change Order No. 1 and Final and Payment Application No. 1 and Final for the Punkin Water Plant Demolition Project. (John Crawley)

8.g. Request to approve the low bid of MC Construction, LLC for the Sandy Cove Sewer Extension Project. (John Crawley)

8.h. Request to accept the reverse auction bid of TAG Truck Center for the 14-yard dump truck with a snow plow for the Development Services-Street Department. (John Crawley)

8.i. Request approval of a General Services Contract with HDR Engineering, Inc., for professional engineering services. (John Crawley)

8.j. Consider the request from Court Square, LLC to close the sidewalk at 1223 East Jackson Avenue and work on Sunday, July 12th, as well as Sunday, July 19th, if necessary. (John Crawley)

9. Regular Agenda: Closing the Meeting

9.a. Consider an executive session

9.b. Recess meeting until July 13, 2026, at 9:00 a.m. at the City Hall Courtroom.

Tim Joffrion
Manager, Support Services
Harris Local Government
925 Tommy Munro Dr Ste. C.
Biloxi, MS 39532
office 228.388-7688
email tjoffrion@harriscomputer.com

DELTA
COMPUTER SYSTEMS

Enclosed please find Software Support Agreement renewals for the Fiscal Year Beginning October 1, 2026 and ending September 30, 2027.

Please sign and return the agreements whereupon Delta will complete the execution and return a copy for your records.

The agreements can be emailed to deltasupport@harriscomputer.com

We appreciate your business and thank you for your continues business.

Respectfully,

Tim Joffrion, Manager – Support Services

Delta Computer Systems, Inc.

A Harris Local Government Company

925 Tommy Munro Dr.
Ste.C
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7689

Computer Software Support Agreement
ADDENDUM

For: CITY OF OXFORD-CITY CLERK MSC361

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2026 These charges will be billed on 9/15/2026 due for payment 10/ 1/2026.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
1749	Monthly Software Maintenanance - Tax Office	10/2025	487.60	526.61	
2394	On-demand Receipts	10/2025	127.20	137.38	
2395	Privilege License Collections	10/2025	95.40	103.03	
2804	Web-hosting Real Property Tax Records Monthly Fee	10/2025	243.80	263.30	
26550	Web-Hosting Personal Property Tax Records	10/2025	116.60	125.93	
26560	Online Tax Payment Support - Real Property	10/2025	84.80	91.58	
26570	Online Tax Payment Support - Personal Property	10/2025	84.80	91.58	
IVMCBP03(1)		TOTAL:	1,240.20	1,339.41	MONTHLY

Agreed this _____ day of _____, 2026. CITY OF OXFORD
County/Office Name

Accepted: Delta Computer Systems, Inc. _____ Client Signature _____ Printed Name

TO: CITY OF OXFORD
ATTN: CITY CLERK
107 SOUTH LAMAR
OXFORD MS 38655

Delta Computer Systems, Inc.

A Harris Local Government Company

925 Tommy Munro Dr.
Ste. C
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7689

Computer Software Support Agreement

Purpose

The purpose of this agreement is to assure you that all software provided by Delta Computer Systems, Inc. (Delta) as listed on the addendum(s) to this agreement is in compliance with applicable laws, rules and regulations as they pertain to the software. As the laws change, Delta will provide updated programs to meet the demands of the legislation.

Delta's Obligations

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The modifications shall be limited to existing licensed software which you have purchased and shall not include new systems. New programs required to meet new, additional requirements shall not be provided under this agreement.

Problem resolution is handled on a first come first serve basis within a priority group. Priority groups are determined by user need and externally defined deadlines. Completely down systems have priority over operational systems. Externally defined deadlines (IRS, State, Federal, etc.) have priority over non-deadline items. Average response for critical items is two hours or less depending upon the complexity of the request.

All software updates will be delivered to you electronically. Delta shall provide installation instructions and/or telephone assistance for loading updates as appropriate. Delta shall not be responsible for maintaining any of your modifications. Corrections of difficulties or defects traceable to your errors or system changes will be billed at triple the standard rate.

Client's Obligations

Client shall inform Delta as soon as reasonably possible as to the nature and impact of upcoming legislative changes that affect the software system. Client shall provide copies of all pertinent documentation and shall assist Delta in understanding the new requirements and developing a method of meeting the requirements. During the term of the software support agreement, Client shall at Client's expense, provide Delta with secure telnet and ftp internet access to Client's server from Delta's server for the purpose of diagnosing problems and to facilitate software updates.

General Terms

Unless terminated earlier in accordance with the terms hereof, this contract shall commence on the Commencement Date and shall continue for a duration of one (1) year (the 'Initial Term"). After the Initial Term, this contract shall automatically renew for successive one (1) year periods (each a 'Renewal Term') subject to Delta's then-current pricing unless either party provides written notice to the other party of its intention not to renew within ninety (90) days of the end of the then-current term. The initial term and each Renewal Term shall collectively be referred to as "Term". Fees for software support shall be payable monthly or annually in advance. A penalty of 1.5 percent per month of the outstanding balance will be assessed to accounts that remain past due more than 60 days. Delta reserves the right to withhold services for any account which is past due more than 60 days.

Client shall be responsible for all incidental costs such as mail, telephone, travel and subsistence in connection with support services.

Client shall use Delta's prescribed reporting procedures to outline software problems.

Delta reserves the right to modify its fees by providing notice of such 60 days prior to the renewal period.

Services provided by Delta that are above and beyond the scope of this agreement shall be billable at Delta's current rate at the time such services are rendered.

This agreement is binding on, the parties hereto and their successors, and to Seller's assigns, sub-lessees and transferees.

Agreed this_____day of_____, _____

CITY OF OXFORD
_____.
Client Name

_____.
Client Signature

_____.
Printed Name

_____.
Accepted: Delta Computer Systems, Inc.
925 Tommy Munro Dr.
Ste. C
Biloxi, MS 39532

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: 6.18.2026

Department that owns Fixed Asset: Environmental Services

Fixed Asset Tag Number (If item is not tagged, please put N/A): 03274

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

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

Make	Model	Year
HP	100-240V-50/60Hz 1600 mA	Unknown

VIN / Serial Number	Color
210235TLTS3232000215	White/Grey

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:

It is a printer, no longer works

SN: CN15S751GT

Name of Person Submitting Surplus Request: Amberlyn Liles

Date Approved by BOA: _____

107 Courthouse Square
Oxford, MS 38655

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

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

Please see attached surplus forms for item descriptions. This machine experienced frequent maintenance issues requiring constant repair and was replaced in the FY2026 budget. The items are owned by Oxford Utilities Electric Division and listed below:

- Ditch Witch Boring System (machine, rod, mixer, tank, trailer, etc.). We plan to list the equipment on Govdeals and sell to the highest bidder.

THE CITY OF
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SURPLUS FORM

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Date of Request: 5/27/2026

Department that owns Fixed Asset: Oxford Utilities / Electric Dept.

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

Physical Location of Asset: Electric Dept. Pole Yard

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

Make	Model	Year
Ditch Witch	Bore Machine	

VIN / Serial Number	Color
CMWJ1220HT00001607	orange

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:

Comes with locator, 300 gallon tank 400' of rod, mixer, trailer, subsite control screen, missile head as is no issues

Name of Person Submitting Surplus Request: Hunter Houston

Date Approved by BOA: _____

107 Courthouse Square
Oxford, MS 38655

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

3. Request permission to remove equipment from surplus status and transfer from Oxford Utilities to OU Transit. (Rob Neely)

Please see attached transfer form for item descriptions. The item is owned by Oxford Utilities Electric Division and listed below. OU Transit has requested they receive the vehicle in hopes it can be repaired and used. This item was previously authorized to become surplus.

- 2013 Toyota Tacoma pickup truck.

THE CITY OF
OXFORD

TRANSFER FORM

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

Date of Request: 6/22/26

Department that currently owns Fixed Asset: Oxford Utilities

Department you wish to transfer the Asset to: OU Transit

Fixed Asset Tag Number (If item is not tagged, please put N/A): G 62935

Physical Location of Asset: Oxford Utilities

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

Toyota \ Tacoma \ 2013

Make Model Year

5TFTX4CN4DX027884 \ White

VIN / Serial Number Color

If the item being transferred 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 transferred:

_____

_____

_____

_____

Name of Person Submitting Transfer Request: Rob Neely

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: 07/07/2026

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:

Gen5 Glock \ 17 \

Make Model Year

BGYD133 \ Black

VIN / Serial Number Color

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

Description of Tool (including brand): _____

_____ \ _____

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

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

Johnny Sneed's service weapon.

Name of Person Submitting Surplus Request: Kayla Martin

Date Approved by BOA: _____

107 Courthouse Square
Oxford, MS 38655

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

THE CITY OF
OXFORD

MARC BOUTWELL
MUNICIPAL COURT JUDGE

NICKIE DENLEY
MUNICIPAL COURT CLERK

MEMO

TO: Mayor Tannehill and Board of Aldermen

FROM: Nickie Denley, Court Clerk

CC: Leslie McCormick, City Clerk

Braxton Tullos, HR Director

DATE: June 25, 2026

Dear Mayor Tannehill and Board of Aldermen,

I recently learned that the Mississippi Judicial College will not be covering 100% of the lodging expenses for the mandatory Municipal Court Clerk's Conference in September.

Because the conference begins at 9:00 a.m. on September 16 in Biloxi, I respectfully request permission to travel to Biloxi on September 15 and stay overnight. The estimated cost for the stay is approximately $100. The judicial college will cover nights 2 and 3 of the conference. Thank you for your consideration.

Respectfully submitted,

Nickie Denley, Court Clerk
City of Oxford Municipal Court

WATER/SEWER ADJUSTMENTS | OXFORD UTILITIES

JUNE 22, 2026 - JUNE 30, 2026

TO BE APPROVED: JULY 07, 2026

ACCOUNT NUMBER	CUSTOMER NAME	ADDRESS	WATER ADJUSTMENT	SEWER ADJUSTMENT	ADJUSTMENT TYPE
205619-105526	OXFORD MEDICAL OFFICE BUILDING	497 AZALEA DRIVE - LANDSCAPE	-$90.40	X	LANDSCAPE
204328-044470	STEVE DRUMM	1756 JEFFERSON AVENUE # 102	-$153.36	-$407.81	OUTSIDE
204801-053367	REBECCA NELMS	135 FALLSGROVE DRIVE	-$46.51	-$61.83	INSIDE
225152-122980	BUFFY UPTON	826 DEERFIELD DRIVE	X	-$128.55	POOL FILL
226302-124129	THOMAS E CRIBBS	206 SIENA LANE	-$383.27	X	WATER ONLY
203938-012568	CHERYL HAYWARD	112 DOUGLAS DRIVE	X	-$88.26	POOL FILL
208541-054350	DEANTE RUSSELL	20 PRIVATE ROAD 3151 APT 10	-$122.83	-$163.31	INSIDE
207088-106894	WILLIAM DUNN	128 VIVIAN STREET	-$49.70	X	LANDSCAPE
208781-048694	JAMES DUNCAN	7 PRIVATE ROAD 3151 APT 3	-$69.94	-$92.98	INSIDE
208349-041305	SUZANNE SHEPHERD	37 PRIVATE ROAD 3151 APT 4	-$555.22	-$738.21	INSIDE
207468-017327	KRISTINE SIMPSON	129 SIVLEY STREET	X	-$20.30	POOL FILL
226772-021290	DOUGLAS DUNLAP	6 COUNTY ROAD 225	-$67.69	X	WATER ONLY
210063-109886	LISA P MARTIN	403 MEADOWLAWN DRIVE	X	-$40.59	POOL FILL
000249-000967	CHICK-FIL-A	2307 JACKSON AVENUE W	-$589.91	-$733.02	INSIDE
211376-049872	OLIVIA WOMACK	3081 DAVIS DRIVE	-$144.13	-$191.63	INSIDE
210493-020692	CAITLYN CUNNINGHAM	515 ALEXA DRIVE	-$42.25	-$111.86	OUTSIDE
210080-031615	BREISCH STALLINGS	510 WEDGEWOOD DRIVE	X	-$139.71	POOL FILL
208631-045208	SARAVANA SAKTHIVEL	13 PRIVATE ROAD 3151 APT 9	-$80.23	-$213.34	OUTSIDE
		TOTAL:	**-$2,395.44**	**-$3,131.40**	

OXFORD
ANIMAL RESOURCE CENTER

MEMORANDUM

To: Board of Aldermen
From: Kelli Briscoe
CC: Leslie McCormick
Date: July 7, 2026
Re: Authorize the approval of donations

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

Melissa Stephens

Elizabeth Speed

Brad Palmer

Sandra Knellinger

Velvet Daiquiri's N Sports Bar

Charlene Davis

I recommend approval

IRIS INTEL INC.

SOFTWARE LICENSE AND SERVICES AGREEMENT

Between:

IRIS Intel Inc.

5659 Strand Court, Suite 106, Naples, Florida 34110

and

City of Oxford Police Department

107 Courthouse Square, Oxford, Mississippi 38655

This Software License and Services Agreement (this "Agreement") is entered into effective as of the effective date set forth on the signature page hereto (the "Effective Date") by and between IRIS Intel Inc. ("IRIS"), a Delaware corporation, with a place of business at 5659 Strand Court, Suite 106, Naples, Florida 34110, and City of Oxford Police Department ("Subscriber" and, together with IRIS, each a "Party" and together the "Parties"), with a place of business at 107 Courthouse Square, Oxford, Mississippi 38655.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

Defined terms have the meanings set forth in this Section 1 and elsewhere in this Agreement when capitalized, and may be read in singular, plural or an alternative tense, as the context requires.

1.1 "Additional Terms" shall have the meaning set forth in Section 2.9.

1.2 "Affiliate" means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

1.3 "Agreement" shall have the meaning set forth in the introduction hereto.

1.4 "AI Tools" means any artificial intelligence, machine learning, or automated system that processes, analyzes, and/or generates content based on user inputs.

1.5 "Analyst/Supervisor" means those individuals that have access to create, edit, and finalize products within the Request for Information Management Application.

1.6 "API" means an application programming interface.

1.7 "API Service Provider" means a third party contracted by Subscriber and approved by IRIS that connects Subscriber and any Authorized User to the SaaS Services via an API.

1.8 "Applicable Law" means, with respect to any Person, any national, federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any international, federal, state or local court, administrative agency or commission or other governmental or regulatory authority or instrumentality, domestic or foreign, applicable to such Person or any of its properties, assets or business operations.

1.9 "Applications" means all SaaS Services as described in Section 1(b) of Schedule A.

1.10 "Authorized User" means an individual who is an Affiliate, employee, Guest or independent contractor of Subscriber (solely to the extent such contractor is providing services to Subscriber), who has been authorized by Subscriber to use the SaaS Services as evidenced by Subscriber's creation of a user account for such individual.

1.11 "Business Day" means any day other than a Saturday, a Sunday or any day on which banks located in Naples, Florida or the city of Subscriber's address designated pursuant to Section 9.3 are required by law to be closed.

1.12 "Confidential Information" shall have the meaning set forth in Section 5.1.

1.13 "Data Centers" shall have the meaning set forth in Section 2.5(b).

1.14 "Disclosing Party" shall have the meaning set forth in Section 5.1.

1.15 "Documentation" means the user guides and user manuals for the SaaS Services that IRIS provides to Subscriber, as amended, or supplemented from time to time to assist in Subscriber's use of the SaaS Services.

1.16 "Effective Date" shall have the meaning set forth in the introduction hereto.

1.17 "Fees" shall have the meaning set forth in Section 3.1.

1.18 "Go Live Date" means the date that Subscriber commences use of the SaaS Services.

1.19 "Guest" means any individual outside the control of Subscriber who has been authorized by Subscriber to use the SaaS Services.

1.20 "Implementation Services" means the implementation and training services provided by IRIS in connection with the SaaS Services.

1.21 "Indirect Taxes" shall have the meaning set forth in Section 3.3.

1.22 "IRIS" shall have the meaning set forth in the introduction hereto.

1.23 "IRIS Material" means any software (including without limitation the Software), programs, tools, systems, data, Documentation, or other materials provided IRIS to Subscriber under this Agreement.

1.24 "Intellectual Property Rights" means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including without limitation any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including without limitation all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including without limitation all registrations and applications therefor; (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.

1.25 "Party" shall have the meaning set forth in the introduction hereto.

1.26 "Person" means any individual, corporation, partnership, trust, limited liability company, association or other entity.

1.27 "Personal Data" means personally identifiable information relating to any customers, end users or employees of Subscriber, its suppliers or contractors.

1.28 "Receiving Party" shall have the meaning set forth in Section 5.1.

1.29 "SaaS Services" means the Applications, Software, third-party applications, and related software-as-a-service, hosting, maintenance and/or support services provided by IRIS for remote access and use by Subscriber, including without limitation any Documentation relating thereto.

1.30 "Services" means the services provided or required to be provided by or through IRIS, including without limitation SaaS Services and Implementation Services.

1.31 "Software" means the object code version of IRIS's computer software and all Updates and enhancements made available by IRIS to Subscriber under this Agreement.

1.32 "Subscriber" shall have the meaning set forth in the introduction hereto.

1.33 "Subscriber Data" means all Subscriber Confidential Information, Personal Data and all other data, information, content and other materials, in each case, (x) stored by Subscriber and any Authorized User in, or transmitted by Subscriber and any Authorized User through, the SaaS Services (i) in their user accounts and (ii) on any Third Party Component, excluding any Third Party Data and any IRIS Material and/or (y) both provided by Subscriber and any Authorized User (or by a Third Party Provider pursuant to Section 2.1(a)) and accessed or available for access by IRIS, in each case, in connection with the operation or administration of the Software or in connection with the performance of Professional Services or other Implementation Services by IRIS for Subscriber under this Agreement.

1.34 "Subscription Fee" means the annual fee charged by IRIS and paid by Subscriber for Subscriber's use of the SaaS Services during the Initial SaaS Term and each Renewal Term.

1.35 "System Administrator" means those individuals that are designated in writing by Subscriber to have direct access to Subscriber's data through the use of an API.

1.36 "Term" means the "Initial Term" and any "Renewal Term" as each of those terms is defined in Section 4.1 and Section 4.2.

1.37 "Third Party Components" means any component of the SaaS Services from time to time that is provided by a Third Party Provider.

1.38 "Third Party Data" means any data owned by a Third Party Provider.

1.39 "Third Party Provider" means third parties (whether engaged by IRIS or Subscriber), including without limitation API Service Providers, Vendors, other vendors, state agencies and local agencies, that control products and/or databases with which SaaS Services are to be interfaced.

1.40 "Updates" means all new releases, new versions, patches and other updates for the SaaS Services that IRIS also makes generally available without additional charge to its other subscribers of the SaaS Services.

1.41 "Vendors" means third parties with whom IRIS contracts to provide components of the SaaS Services, and includes without limitation, Amazon Web Services (for platform hosting), Google (for Google Maps), and Microsoft Government Azure (for platform hosting).

1.42 "Website" means any Internet website through which IRIS provides the SaaS Services under this Agreement.

1.43 "Effective Date" means the date this agreement is fully executed by both Parties.

2. SERVICES

2.1 SaaS Services

Subject to the terms of this Agreement, and during the Initial SaaS Term and each Renewal Term, IRIS hereby grants a non-exclusive, non-transferable, non-sublicensable license to Subscriber and its Authorized Users to access and use the SaaS Services through the Website for Subscriber's internal purposes and in accordance with the terms and conditions of this Agreement. IRIS will be responsible for hosting the Website. Subscriber and all Authorized Users will be responsible for obtaining internet connections and other third-party software and services necessary for them to access the Website through the Internet as set forth in Schedule C. Subscriber will be responsible for compliance with the restrictions on use and other terms and conditions of this Agreement by any Authorized Users.

2.2 Access to Documentation

IRIS will provide Subscriber via the Website or other means with access to the Documentation. Subscriber may print copies of, use, and permit its Authorized Users to use, the Documentation solely in connection with the use of the SaaS Services in accordance with this Agreement.

2.3 Support Services

IRIS will provide telephone-based support through which it will respond to inquiries about the SaaS Services from Subscriber from 7 AM to 7 PM (Eastern time), Monday through Friday (excluding U.S. Federal holidays).

2.4 Restrictions on Use

Subscriber and all Authorized Users will not (and will not actively permit any third party to):

(i) share Subscriber's or any Authorized User's login credentials;

(ii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of the Services or of any files contained in or generated by the Services;

(iii) copy, modify, adapt or translate the Services or the Third Party Data, or otherwise make any use, resell, distribute or sublicense the Services or the Third Party Data other than in connection with this Agreement;

(iv) make the Services available on a "service bureau" basis or allow any third parties to use the Services;

(v) disclose the Services or any of its components to third parties;

(vi) remove or modify any proprietary marking or restrictive legends placed on the Services or the Third Party Data;

(vii) use the Services or the Third Party Data in violation of any Applicable Law;

(viii) create or augment any mapping-related dataset, including, without limitation, a mapping or navigation dataset, business listings database, mailing list, or telemarketing list) for use in an implementation that is not connected to the Services;

(ix) permit access or use of the Services, for any activities other than to enhance Subscriber's own services;

(x) introduce into the Services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature;

(xi) use the Services to post advertising or listings;

(xii) use the Services to defame, abuse, harass, stalk, or threaten others;

(xiii) permit access or use of the Services outside the United States;

(xiv) hide or obscure any Authorized User's location; or

(xv) input, upload, and/or provide the Third Party Data, Third Party Components, Services or any other Confidential Information of IRIS to any artificial intelligence systems, machine learning platforms, automated content generation tools, and/or any other AI Tools without the express prior written consent of IRIS (in its sole discretion).

Subscriber and all Authorized Users will not access the Services if Subscriber or an Authorized User is in direct competition with IRIS, and will not allow access to the Services by any Person who is in direct competition with IRIS, except with IRIS's prior written consent. Subscriber shall comply with additional restrictions on use of the Services in the Additional Terms.

2.5 Security Obligations

(a) General

Subscriber agrees that it and all Authorized Users shall securely manage their respective password(s) for access to the SaaS Services. Subscriber agrees it shall notify IRIS promptly in the event it becomes aware of any unauthorized access or use of the SaaS Services, or of any of its or any Authorized Users' passwords or accounts. A single username or password may not be used by more than one (1) Authorized User. In addition, each Authorized User may log into the SaaS Services from only one location at any given time and concurrent usage (or sign in) under a single username is prohibited. Subscriber is responsible for all activities conducted within user accounts in use of the SaaS Services. Subscriber and each Authorized User shall comply with all Applicable Law in connection with use of the SaaS Services, including without limitation all those related to data privacy and the transmission of technical or personal data, and shall perform obligations as described in this Agreement in such a way that will not cause IRIS to breach any of its obligations under Applicable Law. Subscriber agrees to (a) provide true, accurate, current and complete registration data for each account it creates via the SaaS Services and (b) maintain and promptly update the registration data to keep it true, accurate, current and complete. Subscriber shall notify IRIS immediately of any actual or suspected unauthorized access in connection with the Services.

(b) Subscriber Data and Security

All Subscriber Data that will be hosted by IRIS under this Agreement will be hosted at data centers maintained and operated by Microsoft Azure GOV Cloud located in Virginia and/or Arizona and/or other data centers agreed by the Parties (the "Data Centers"). All Subscriber Data stored or at rest in the Data Centers, or in transport by IRIS to or from a Data Center, will be encrypted in transport and will not be transferred to any other hosting entity or location without the prior written consent of Subscriber.

(c) User Account Management

Subscriber is required to manage all Authorized Users, both internal and external, that it allows to access the Services. Subscriber acknowledges that (i) all Authorized User accounts may be created automatically with the least functionality determined by IRIS and (ii) Subscriber, but not IRIS, shall be responsible for making updates to role access based on Authorized User responsibilities within the applicable platform. Subscriber is responsible for appointing a System Administrator that will be solely responsible for managing and changing the user accounts to the appropriate level. IRIS has no responsibility in managing Subscriber user accounts. Subscriber is responsible for disabling accounts as required by CJISPOL standards. If Subscriber allows external agencies access to its environment, Subscriber is responsible for properly vetting the Authorized User and enforcing the proper sharing agreements (if required).

(d) Audits

Subscriber is responsible for causing System Administrators to complete system audits as provided within IRIS in compliance with CJISPOL.

(e) Integration/SAML/SSO

IRIS is not responsible for password requirements and MFA selection if Subscriber is integrating accounts via a secure connection via Entra, Duo, or Okta.

(f) IRIS Security

IRIS shall implement and maintain administrative, physical, and technical safeguards that meet or exceed the requirements of NIST Special Publication 800-171 Revision 2 for the protection of Controlled Unclassified Information (CUI), and, where applicable, comply with the FBI CJIS Security Policy Version 6.0 for the handling of Criminal Justice Information (CJI).

(g) Subscriber Security

Subscriber acknowledges that its own compliance with applicable security requirements, including but not limited to end-user access controls, encryption, data handling protocols, and any shared responsibilities outlined in NIST SP 800-171r2 or the CJIS Security Policy v6.0, is essential to the overall security of the SaaS Services. To the extent a data breach or security incident is caused, in whole or in part, by Subscriber's failure to implement or maintain such required security measures, to the greatest extent permitted by Applicable Law, IRIS shall have no liability for any resulting damages, losses, or claims, and any otherwise applicable limitations of liability shall remain in full force.

2.6 Title; Suggestions

As between IRIS and Subscriber, IRIS retains title to and ownership of the SaaS Services, including without limitation all copyrights and other Intellectual Property Rights relating thereto. IRIS's licensors retain title to and ownership of the Third Party Data and the Third Party Components, including without limitation all copyrights and other intellectual property rights relating thereto. Subscriber will have no rights, and IRIS hereby retains and shall retain all rights, with respect to the SaaS Services, the Third Party Data or the Third Party Components, and other Confidential Information of IRIS and Intellectual Property Rights of IRIS, other than those expressly granted under this Agreement. Any suggestions for changes or improvements to Services that Subscriber or any Authorized User provides to IRIS, whether solicited by IRIS or not, shall be owned by IRIS and Subscriber hereby irrevocably assigns, and shall assign and cause each Authorized User to assign, to IRIS all right, title, and interest in and to such suggestions. IRIS shall have no obligation to incorporate any such suggestion into its products or Services.

2.7 Subscriber Data

As between IRIS and Subscriber, Subscriber owns and shall retain all right, title and interest, including, without limitation, all Intellectual Property Rights, in and to the Subscriber Data. Subscriber shall have the sole responsibility for the accuracy, quality, and legality of the Subscriber Data, including without limitation obtaining all rights and consents necessary to share the Subscriber Data with IRIS as set forth in this Agreement. Notwithstanding anything to the contrary contained herein, Subscriber hereby grants to IRIS an irrevocable, worldwide, royalty free, non-exclusive, transferable, sublicensable license to use the Subscriber Data to: provide the Services to Subscriber and other IRIS subscribers; analyze Subscriber Data in anonymized and/or aggregated form in order to operate, maintain, manage, and improve the SaaS Services, create new products and services, and share and/or license any Subscriber Data to Affiliates, agents, business partners, and other third parties; and, for IRIS's internal purposes to improve the Applications, Software, and related services, and any other uses disclosed in or related to performance under this Agreement. In furtherance of, and in addition to, the rights of IRIS set forth in this Section 2.7, IRIS may input, upload, and/or provide any Subscriber Data to

any artificial intelligence systems, machine learning platforms, automated content generation tools, and/or any other AI Tools without the express prior written consent of Subscriber; provided that such Subscriber Data is anonymized and aggregated such that such Subscriber Data shall not identify a particular individual to AI Tools.

2.8 Subscriber's Third Party Components

(a) General

If Subscriber installs or enables a Third Party Component from a Third Party Provider that Subscriber engages for use with the SaaS Services, Subscriber grants (and will cause the applicable Third Party Provider to grant) IRIS permission to access Subscriber Data stored on that Third Party Component as required for the interoperation of that Third Party Component with the SaaS Services. In no event will IRIS be responsible for any such Third Party Component, or for any failure of such Third Party Component to properly interoperate with the SaaS Services. If IRIS receives information that a Third Party Component may violate any Applicable Law or rights of any other person, Subscriber will, promptly upon receiving notice of the foregoing from IRIS, disable any connection between such Third Party Component and the SaaS Services to resolve the potential violation (and if Subscriber fails promptly to disable such connection, IRIS shall have the right to do so).

(b) Disclaimer Regarding Third Party Components

IRIS, NOT BEING THE PROVIDER OR MANUFACTURER OF ANY THIRD PARTY COMPONENTS PROVIDED TO SUBSCRIBER UNDER SECTION 2.8(a) ABOVE, NOR THE PROVIDERS' OR MANUFACTURERS' AGENT, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD PARTY COMPONENTS AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

2.9 Third Party Components and Other Vendor Services Provided to IRIS

IRIS may use Vendors to subcontract the performance of its duties and obligations hereunder and to provide certain functions of the Services, including without limitation, hosting and data analysis. Certain Vendor policies, terms and conditions of service shall apply to the Services. Such terms or URL locator addresses for such terms ("Additional Terms") if any, are provided on Schedule D and/or in writing from time to time. If any of the Vendors, Third Party Providers and/or other licensors of the Third Party Components require IRIS to require Subscriber and/or any Authorized User to agree to any Additional Terms, Subscriber's and any Authorized Users' use of such Third Party Components, as incorporated into the SaaS Services, shall be subject to such Additional Terms. In the event of any inconsistency or conflict between the Additional Terms and the terms of this Agreement, such Additional Terms shall govern with respect to Subscriber's use of the applicable Third Party Component.

2.10 Third Party Data

Subscriber shall access and use the Third Party Data in accordance with the terms and conditions of the agreement between Subscriber and the provider of such Third Party Data.

IRIS, NOT BEING THE PROVIDER OR CREATOR OF THE THIRD-PARTY DATA, NOR THE PROVIDER'S OR CREATOR'S AGENT, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD-PARTY DATA AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

2.11 Agreements with Third Party Providers

Subscriber, and not IRIS, is solely responsible for establishing any required agreement(s) and/or statement(s) of work with Third Party Providers in connection with Third Party Components, and for paying all fees, costs and expenses, of Third Party Providers.

2.12 Changes to Services

IRIS may make Updates to the Services, provided that the applicable Update does not derogate the overall quality of the Services. IRIS does not guarantee that the Services are or will remain compatible with any particular third party software or equipment, and may, upon written notice, terminate its support for, any software or equipment of Subscriber that IRIS determines is incompatible with the operation of the Services.

3. FEES AND PAYMENT TERMS

3.1 Fees for IRIS Services

Subscriber will pay IRIS the Fees as stated on Schedule A in accordance with the payment schedule set forth on Schedule A. If not otherwise defined in Schedule A, all payments of Fees are due within sixty (60) days of receipt of an invoice. All payments of Fees are non-refundable. All amounts stated in this Agreement or on any invoice are in U.S. dollars, and all payments will be made in U.S. dollars. Unless prohibited by Applicable Law, overdue payments will accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum allowable interest under Applicable Law, from the due date until the overdue payment is paid in full.

3.2 Third Party Data and Third Party Components

Additional fees may apply to the use of certain Third Party Data and Third Party Components, which such fees may be included within the Fees if such Third Party Data and Third Party Components are provided by Vendors of IRIS. IRIS may pass through any increase in such fees for such Vendors' Third Party Components or Third Party Data, relating to any existing Services, by giving Subscriber thirty (30) days' advance notice.

3.3 Taxes

Subscriber will be responsible, as required under Applicable Law, for paying all taxes, including without limitation sales, use, excise, and other governmental fees, duties, and charges (and any penalties, interest, and other additions thereto) that are imposed on Subscriber or IRIS with respect to the transactions and payments under this Agreement (excluding taxes based on IRIS's income) ("Indirect Taxes"). All Fees are exclusive of Indirect Taxes. If Subscriber is exempt from paying Indirect Taxes, it shall provide to IRIS exemption certificates, or a direct payment permit certificate, or such information to IRIS as reasonably requested by IRIS to determine whether IRIS is obligated to collect Indirect Taxes from Subscriber. If any Indirect Taxes are required to be withheld on any payment, Subscriber will pay such additional amounts as are necessary so that the net amount received by IRIS is equal to the amount then due and payable under this Agreement. IRIS and Subscriber will cooperate to exchange information reasonably necessary to calculate Indirect Taxes, as applicable.

4. TERM AND TERMINATION

4.1 Term

(a) Initial Term

The initial term of this Agreement begins on the Effective Date and will continue until the last day of the Initial SaaS Term set forth on Schedule A, unless and until terminated in accordance with Section 4.2 (the "Initial Term").

(b) Renewal Terms

Upon expiration of the Initial Term or any Renewal Term, this Agreement automatically shall be renewed at the Fees set forth on Schedule A, for successive renewal periods as set forth on Schedule A (each, a "Renewal Term"), unless this Agreement shall have been earlier terminated in accordance with Section 4.2 or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current Initial Term or Renewal Term, as applicable.

(c) Termination due to Lack of Sufficient Funds

Subscriber may terminate this Agreement by giving at least ten (10) days' prior written notice to IRIS if the applicable legislative body specifically identified in Schedule A fails to appropriate funds to pay for the Services provided hereunder.

4.2 Termination and Temporary Suspension

(a) Termination

Either Party may terminate this Agreement prior to the end of the Term by giving written notice to the other Party, if the other Party breaches any provision of this Agreement and such breach remains uncured for thirty (30) days after the other Party's receipt of such written notice, provided that without limitation of the Parties' rights to waive, modify, change or amend this Agreement in accordance with Section 9.6 and 9.7, if the breaching Party made reasonable progress toward cure, the Parties may agree to extend the cure period for an additional thirty (30) days.

(b) Temporary Suspension

If IRIS reasonably determines that Subscriber's use of the Services either: (i) fails to comply with Section 2.4; (ii) poses a security risk to the Services or any third party, (iii) creates or is likely to create an adverse impact on IRIS's systems, the Services, or the systems or content of any other subscriber; or (iv) subjects IRIS or its Affiliates to potential liability, then IRIS may immediately upon notice temporarily suspend Subscriber's and any Authorized User's right to access any portion or all of the Services, pending remedial action by Subscriber, or after a period of thirty (30) days, terminate the Services.

4.3 Effect of Termination

In the event of any termination or expiration of this Agreement:

(a) Fees Earned. All Fees previously paid by Subscriber to IRIS will be deemed to be fully earned in the event of a termination by IRIS under Section 4.2;

(b) Fees Payable. Any unpaid Fees for the remainder of the Term shall be payable as set forth in Schedule A in the event of a termination by IRIS under Section 4.2;

(c) Cessation. All rights and licenses granted hereunder to Subscriber (and all rights granted to any Authorized Users of Subscriber) will immediately cease, including but not limited to all use of the SaaS Services; and

(d) Return or Destruction. Subscriber will, upon written request of IRIS, either return to IRIS or provide IRIS with written certification of the destruction of, all documents, computer files and other materials containing any Confidential Information of IRIS that are in Subscriber's possession or control.

4.4 Survival

The following provisions will survive any termination or expiration of this Agreement: Section 2.7 ("Subscriber Data"), Section 2.9 ("Third Party Components and Other Vendor Services Provided to IRIS"), Section 2.10 ("Third Party Data"), Section 4.3 ("Effect of Termination"), Section 5 ("Confidentiality"), Section 6.2 ("Other Representations"), Section 7 ("Limitation of Liability"), Section 8 ("Indemnification"), Section 9 ("Miscellaneous Provisions"), Schedule B ("Transition Assistance") and this Section 4.4 ("Survival").

5. CONFIDENTIALITY

5.1 Definition of Confidential Information

For the purposes of this Agreement, “Confidential Information” means any information about a Party’s business, products, intellectual property, trade secrets and other proprietary and/or sensitive information, and other information of a third party, in each case, whether orally or in written, electronic or other form or media, whether or not marked, designated or otherwise identified as confidential, whether disclosed, made available or otherwise accessed before, on or after the Effective Date, and expressly includes: (a) with respect to IRIS, without limitation, the SaaS Services, and any and all source code relating thereto, as well as Documentation and non-public information or material regarding IRIS’s legal or business affairs, financing, customers, properties or data, and (b) with respect to Subscriber, any non-public information or material regarding Subscriber’s legal or business affairs, financing, customers, properties or data. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the Party to which the Confidential Information is disclosed (the “Receiving Party”); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other Party (the “Disclosing Party”); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the Disclosing Party.

5.2 Use and Disclosure of Confidential Information

The Receiving Party will, with respect to any Confidential Information: (i) use such Confidential Information only in connection with the Receiving Party’s performance of this Agreement; (ii) subject to Section 5.4 below, restrict disclosure of such Confidential Information within the Receiving Party’s organization to only those of the Receiving Party’s employees and independent contractors who have a need to know such Confidential Information in connection with the Receiving Party’s performance of this Agreement and (iii) except as provided herein, not disclose such Confidential Information to any third party unless authorized in writing by the Disclosing Party to do so.

5.3 Protection of Confidential Information

The Receiving Party will protect the confidentiality of any Confidential Information disclosed by the Disclosing Party using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care).

5.4 Employee and Independent Contractor Compliance

The Receiving Party will, prior to providing any employee or independent contractor access to any Confidential Information of the Disclosing Party, inform such employee or independent contractor of the confidential nature of such Confidential Information and require such employee or independent contractor to comply with the Receiving Party’s obligations hereunder with respect to such Confidential Information. However, the Receiving Party will be liable for any breaches of this Section 5 by any such employee or independent contractor.

5.5 Required Disclosures

If a Party is requested to disclose any of the other Party’s Confidential Information pursuant to any judicial or governmental order or pursuant to a public records request under applicable law, that Party will not disclose the Confidential Information without first giving the other Party written notice of the request and sufficient opportunity to contest the order, to the extent such notice and opportunity to contest may be lawfully given. If one Party is nonetheless legally compelled to disclose Confidential Information, such Party may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which such counsel advises

it is legally required to be disclosed, provided that such Party shall use commercially reasonable efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the other Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded the Confidential Information by such tribunal. Without limiting, and in addition to, the foregoing, Subscriber shall notify IRIS of any requests for records relating to IRIS (including, without limitation, user guides or Documentation) within three (3) Business Days of receipt of the request and prior to disclosing any records relating to IRIS. Subscriber shall, prior to disclosing records relating to IRIS, give IRIS prior written notice sufficient to allow IRIS to seek a protective order or other remedy (but no less than twenty-one (21) days' notice, except to the extent that Subscriber's compliance would cause it to violate any Applicable Law, and disclose only such information as is required under any Applicable Law. If IRIS receives a subpoena, or other judicial or governmental order, seeking Subscriber's Confidential Information, IRIS shall, to the extent not prohibited by the terms of such subpoena or order or by Applicable Law, notify Subscriber within three (3) Business Days of receipt. Without limiting the foregoing, and unless prohibited by law, Subscriber further agrees to indemnify and hold harmless IRIS, its Affiliates, and each of their officers, directors, managers, shareholders, members and employees from all claims, liabilities, costs and expenses (including without limitation, reasonable attorneys' fees and expert and consulting fees), incurred or expended by IRIS in connection with a request for the disclosure of Subscriber's Confidential Information including without limitation Subscriber Data.

5.6 Information Collected Through SaaS Services

Subscriber is solely responsible for compliance with Applicable Law related to the manner in which Subscriber chooses to use the Services, including without limitation Subscriber's transfer and processing of Subscriber Data. Subscriber understands and agrees that when it uses certain features of the SaaS Services, certain information and data may be collected from Authorized Users, including without limitation monitoring and recording activity, and tracking physical location, which may include Personal Data and other personal identifying information. Subscriber agrees that IRIS may use such information and other Subscriber Data to (i) provide more effective Services, (ii) to develop and test the Services, (iii) to aggregate such system usage information and combine it with that of other Users, and (iv) to use anonymous aggregate data to improve the Services and system performance and security for business purposes. Provision of Services may involve the disclosure of such system information to Vendors or Affiliates on the condition that they agree to treat such information in a manner substantially in accordance with this Agreement. Subscriber may revoke its consent to IRIS's collecting and using such data at any time by written notice to IRIS; provided, however, that Subscriber agrees that such revocation of consent may impair or render impossible Subscriber's use of the SaaS Services.

6. REPRESENTATIONS AND WARRANTIES

6.1 Power and Authority

Each Party represents and warrants that it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder and that the person signing this Agreement on behalf of the Party has the authority to bind that Party. Subscriber represents and warrants that it has obtained, and shall have, all necessary approvals, consents, and authorizations necessary for procurement under this Agreement and that its obligations under this Agreement do not, and shall not, exceed any budget authority limitations, during the Term.

6.2 Other Representations

(a) Title and Authority

IRIS warrants that it has title to the Software and/or the authority to grant licenses to use the Software. Subscriber's sole and exclusive remedy for a breach of the foregoing warranty is the indemnification obligations set forth in Section 8.1.

(b) General

IRIS shall use reasonable efforts consistent with prevailing industry standards to provide and maintain the Services in a manner that minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Subscriber acknowledges that the Services may be temporarily unavailable due to scheduled maintenance or for unscheduled emergency maintenance, either by IRIS or by Third Party Providers, or because of other causes beyond IRIS' reasonable control. IRIS shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. IRIS's sole obligation with respect to its limited warranties in this Section 6.2(b) is limited to repair or replacement of the applicable defective Software or the applicable Software media, or if IRIS cannot repair or replace using reasonable commercial efforts, IRIS may terminate this Agreement (or portion of this Agreement to which the defective Software relates) and provide a refund of pre-paid but unused fees.

6.3 No Other Warranties

Use of the Services is not intended to be a substitute for the professional judgment of dispatchers, law enforcement officers, or first responders. The Services do not provide legal advice or other professional advice for which a professional license would be required. Subscriber shall be responsible for all its own actions or failure to act in connection with the Services. IRIS cannot guarantee that every error in the Services or problem raised by Subscriber will be resolved.

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.2(b), THE SERVICES, THE THIRD PARTY COMPONENTS AND THE THIRD PARTY DATA ARE PROVIDED "AS IS." IRIS ASSUMES NO RESPONSIBILITY OR RISK FOR SUBSCRIBER'S USE OR MISUSE OF, OR FAILURE TO USE, THE SERVICES AND/OR THE INFORMATION PROVIDED THROUGH THE SERVICES. IRIS MAKES NO WARRANTY THAT THE SERVICES WILL BE COMPLIANT WITH ANY REQUIREMENTS OF CJIS (CRIMINAL JUSTICE INFORMATION SERVICES) OR CLETS (CALIFORNIA LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEM) OR ANY EQUIVALENT. DUE TO THE NATURE OF SOFTWARE AND THE INTERNET, IRIS CANNOT GUARANTEE THAT EVERY ERROR IN THE SERVICES OR PROBLEM RAISED BY SUBSCRIBER WILL BE RESOLVED. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6, IRIS MAKES NO WARRANTY IN CONNECTION WITH THE SERVICES, THE THIRD PARTY COMPONENTS, THE THIRD PARTY DATA OR THIS AGREEMENT AND HEREBY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED

WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OR UNINTERRUPTED OPERATION OR THAT THE SERVICES, THIRD-PARTY COMPONENTS AND THIRD-PARTY DATA ARE UP TO DATE, ACCURATE OR COMPLETE, SECURE FROM LOSS OR DAMAGE, OR FREE OF HARMFUL COMPONENTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

To the extent that IRIS may not as a matter of Applicable Law disclaim any implied warranty or make any other disclaimer set forth in this Section 6.3, the scope and duration of such warranty will be the minimum permitted under such Applicable Law and such disclaimer shall apply to the greatest extent permitted by Applicable Law.

7. LIMITATION OF LIABILITY

7.1 Liability Exclusion

IN NO EVENT SHALL IRIS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OR USE, OR FAILURE OF, OF THE SERVICES, THE THIRD PARTY COMPONENTS OR THE THIRD PARTY DATA PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, DAMAGE TO PROPERTY, ENVIRONMENTAL DAMAGE, LOSS OF PROFITS, REVENUES, ANTICIPATED SAVINGS, CUSTOMERS, OPPORTUNITIES, DAMAGE TO PRIVACY, REPUTATION OR GOODWILL OR UNAVAILABILITY OF THE SERVICES, REGARDLESS OF WHETHER IRIS WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

7.2 Limitation of Damages

IRIS'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THE SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, DATA BREACH, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE FEES PAID AND PAYABLE TO IRIS BY SUBSCRIBER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES. THE IMMEDIATELY-PRECEDING SENTENCE SHALL APPLY TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW AND SHALL NOT APPLY TO DAMAGES ARISING FROM IRIS'S OBLIGATIONS UNDER SECTION 8.1(A). IRIS SHALL HAVE NO LIABILITY ARISING OUT OF OR RELATING TO THE THIRD-PARTY COMPONENTS OR THE THIRD-PARTY DATA.

8. INDEMNIFICATION

8.1 Indemnification by IRIS

Excluding any claims for which Subscriber is obligated to indemnify or hold harmless IRIS pursuant to Section 8.2, if a third-party claim or other litigation is made or brought against Subscriber alleging that IRIS' proprietary content in the SaaS Services as provided to Subscriber by IRIS infringes upon a copyright, database right, trademark or U.S. patent, IRIS shall indemnify Subscriber against those damages, liabilities and costs (including reasonable attorneys' fees) that are directly incurred by Subscriber as the result of such third-party claim or litigation; provided, however, that the third-party claim or litigation has not resulted in whole or in part from Subscriber's use of, or access to, the Services in violation of the terms and conditions of this Agreement. The foregoing indemnification obligation shall not apply if Subscriber has materially breached the terms and conditions of this Agreement. This indemnification obligation shall be subject to Subscriber promptly notifying IRIS in writing of the claim or the commencement of litigation against it covered by such indemnification obligation (provided that Subscriber's failure to do so shall not relieve IRIS of its indemnification obligation under this Section 8.1, except to the extent IRIS is prejudiced by such failure) and permitting IRIS, at its sole election, to defend or settle such claim or litigation and providing such cooperation as IRIS may reasonably require. In the event of a claim of infringement, IRIS reserves the right to (a) use reasonable efforts to modify the affected portion of the Services so that it is non-infringing; (b) obtain permission, at IRIS' expense, for Subscriber to continue to use such portion; and/or (c) terminate this Agreement in exchange for a prorated refund of any Fees prepaid by Subscriber for the portion of the then-current Term following termination as liquidated settlement of any liability other than the foregoing indemnification obligation.

8.2 Indemnification by Subscriber

Excluding any claims for which IRIS is obligated to indemnify Subscriber pursuant to Section 8.1, Subscriber agrees to indemnify and hold harmless IRIS and its Affiliates and from and against any third-party claims, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorney's fees, as incurred, arising out of (i) Subscriber's or any Authorized User's use of, or inability to use, the Services and/or (ii) any breach by Subscriber or any Authorized User of any provision contained in this Agreement.

9. MISCELLANEOUS

9.1 Background Checks

(a) General

IRIS shall conduct comprehensive background checks on all its personnel and direct hire contractors, including temporary and non-employee personnel, who will be performing services for Subscriber. This requirement extends to any personnel involved in Implementation Services under any Statement(s) of Work that necessitate access to Subscriber Data pursuant to this Agreement. IRIS will not assign any employee to perform services for Subscriber who has not authorized a background investigation or whose background investigation has revealed a conviction of a felony or misdemeanor within the previous seven (7) years, measured from the time such IRIS employee commences services pursuant to this Agreement, to the extent such felony or misdemeanor relates to the suitability of the individual's employment. Notwithstanding anything to the contrary in this Agreement, the obligations of IRIS in this Section 9.1(a) shall not apply to the extent prohibited by Applicable Law.

(b) Third Party

In instances where IRIS contracts with a third party for any services requiring access to Subscriber Data, the third party will undergo the same background checks as those performed on IRIS personnel and contractors under this Section 9.1. For individuals requiring access to Criminal Justice Information (CJI) or Controlled Unclassified Information (CUI) data, an FBI background check will be completed with fingerprints, either digital or wet, per Subscriber's requirements for access to that data. IRIS utilizes CJIS Online to store CJIS training certificates, CJIS Security Addendums for employees or contractors, and background checks. If Subscriber utilizes CJIS Online and is the agency that requests the FBI background check, Subscriber will update CJIS Online to reflect that an FBI background check was completed on IRIS personnel.

(c) E-Verify

To the extent permitted by Applicable Law, all employees and contractors utilized by IRIS will be verified using E-Verify, an Internet-based system that compares information entered by an employer from an employee's Form I-9, Employment Eligibility Verification, to records available to the U.S. Department of Homeland Security and the Social Security Administration to confirm employment eligibility.

9.2 IRIS Insurance Requirements

During the Term, IRIS shall maintain at a minimum the following types of insurance coverages and in the coverage amounts as listed below. IRIS shall not be required to maintain automotive coverage as part of this Agreement and the waiver is attached hereto as Schedule E.

(a) Cyber: $5,000,000

(b) GL: $2,000,000

9.3 Notices

Unless otherwise specified herein, all notices and other communications between the Parties required or permitted by this Agreement or by Applicable Law, will be deemed properly given and received, if given by (i) personal service, (ii) registered or certified mail, postage prepaid, return receipt requested, (iii) email or (iv) nationally recognized private courier service, to the respective addresses of the Parties set forth below or such other addresses as the respective Parties may designate by like notice from time to time. Notices so given will be effective upon (a) receipt by the Party to which notice is given; or (b) on the fifth (5th) Business Day following mailing, whichever occurs first:

IF TO IRIS:
IRIS Intel Inc.
5659 Strand Court, Suite 106
Naples, Florida 34110
Attn: Tim Masshardt

Copy to:
IRIS Intel Inc.
5659 Strand Court, Suite 106
Naples, Florida 34110
Attn: General Counsel
Email: legal@irisintelgroup.com

IF TO SUBSCRIBER:
City of Oxford Police Department
107 Courthouse Square
Oxford, Mississippi 38655
Attn: Ryan Baker

Copies to:
City of Oxford Police Department
107 Courthouse Square
Oxford, Mississippi 38655
Attn: Ryan Baker
Email: rbaker@oxfordpolice.net

9.4 Assignment

Except as otherwise specifically permitted in this Agreement, neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other Party; provided, however, that a Party may, without the consent of the other Party, assign or otherwise transfer this Agreement to any of its Affiliates or to an entity with or into which it is merged or consolidated or to which it sells its stock or other equity interests or all or substantially all of its assets. Any assignment or other transfer in violation of this Section 9.4 will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.

9.5 Force Majeure

Except with respect to failure to pay any amount due under this Agreement, nonperformance of either Party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts that are not caused by or within the control of the nonperforming Party, orders or restrictions, failure of suppliers, or

any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing Party.

9.6 No Waiver

The failure of either Party to enforce at any time for any period any provision hereof will not be construed to be a waiver of such provision or of the right of such Party thereafter to enforce each such provision, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver of any rights is to be charged against any Party unless such waiver is in writing signed by an authorized representative of the Party so charged.

9.7 Amendment

No modification, change or amendment to this Agreement shall be effective unless in writing signed by Subscriber and IRIS. No term included in any invoice, estimate, confirmation, acceptance, purchase order or any other similar document in connection with this Agreement will be effective unless expressly stated otherwise in a separate writing signed by Subscriber and IRIS.

9.8 Relationship of the Parties

The relationship of the Parties established by this Agreement is that of independent contractors and nothing contained herein will be construed to (a) give any Party any right or authority to create or assume any obligation of any kind on behalf of any other Party or (b) constitute the Parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.

9.9 Severability

Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, to the extent the economic benefits conferred thereby to the Parties remain substantially unimpaired, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions or affecting the validity or enforceability of any of such terms or provisions in any other jurisdiction.

9.10 Headings

The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement.

9.11 Counterparts

This Agreement may be executed, including without limitation by electronic signature, in two or more counterparts, each of which shall be an original and all such counterparts together shall constitute one and the same instrument. Electronically executed or electronically transmitted (including without limitation via facsimile transmission or electronic signature program (e.g., Docusign)) signatures have the full force and effect of original signatures.

9.12 Cumulative Remedies

All remedies for breach of this Agreement are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

9.13 Export Compliance

In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including without limitation the Export Administration Regulations, the

International Traffic in ARFI Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control.

9.14 Compliance with Laws

Each Party shall comply with all Applicable Law relating or pertaining to the use of the Services. Subscriber shall ensure that its use of all Subscriber Data complies with all Applicable Law relating to the privacy of third parties or the protection of their personal data promulgated by any governmental, municipal, or legal authority having jurisdiction over Subscriber or the Subscriber Data covered by this Agreement. Each Party shall comply with Applicable Law pertaining to anti-bribery laws, such as the U.S. Foreign Corrupt Practices Act, as well as any other applicable laws and regulations. In connection with its performance under this Agreement, neither Party shall directly or indirectly: (A) offer, pay, promise to pay, or authorize the payment of any money, gift or other thing of value to any person who is an official, agent, employee, or representative of any government or instrumentality thereof or to any candidate for political or political Party office, or to any other person while knowing or having reason to believe that all or any portion of such money, gift or thing of value will be offered, given, or promised, directly or indirectly, to any such official, agent, employee, or representative of any government or political Party, political Party official or candidate; (B) offer, promise or give any person working for, or engaged by, the other Party a financial or other advantage to (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; or (C) request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement. Each Party represents and warrants that it shall be responsible for compliance with this provision by all third parties engaged by it to perform services related to this Agreement and shall require that such third parties agree to comply with all legal requirements required of such Party under this Agreement.

9.15 Certain Waivers Unenforceable

Subscriber agrees that it will not ask IRIS, or any IRIS employee or contractor, to sign a document that waives liability for property damage, injury, or death that occurs on Subscriber's real property or property (such as vehicles) that is owned or controlled by Subscriber, or in the course of performing a ride-along or comparable activity with Subscriber's personnel. Subscriber further agrees that any waiver signed by an IRIS employee or contractor is null, void, and unenforceable against IRIS and its employees and contractors.

9.16 Entire Agreement

This Agreement supersedes all previous understandings, agreements and representations between the Parties, written or oral and constitutes the entire agreement and understanding between the Parties with respect to the subject matter thereof and incorporates all representations, warranties, covenants, commitments and understandings on which they have relied in entering into this Agreement, and, except as provided for herein, neither Party makes any covenant or other commitment concerning its future action nor does either Party make any promises, representations, conditions, provisions or terms related thereto.

9.17 Supporting Documents

The following documents are, by this reference, expressly incorporated into this Agreement and are collectively referred to herein as the "Supporting Documents":

- Schedule A: Services Schedule
- Schedule B: Service Level Agreement
- Schedule C: Technical Requirements
- Schedule D: Additional License Terms
- Schedule E: Automotive Insurance Waiver
- Schedule F: Security Addendum

In the event of any conflict between the Supporting Documents and the remainder of this Agreement, the remainder of this Agreement shall prevail unless the Supporting Documents expressly state that they control.

(Remainder of the page intentionally left blank)

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the Effective Date.

IRIS:

IRIS Intel Inc.

By: _____
Timothy Masshardt, COO

Date: _____

SUBSCRIBER:

City of Oxford Police Department

By: _____

Effective Date: _____

CRIMINAL JUSTICE INFORMATION SYSTEM (CJIS) SECURITY ADDENDUM

Between IRIS Intel, Inc. and City of Oxford Police Department

The undersigned Parties agree that the attached CJIS Security Addendum (Schedule F) and the applicable sections found within the CJIS Security Policy are now part of the contract between IRIS Intel, Inc. and the City of Oxford Police Department for the term of the contract. The Parties agree to abide by all the applicable requirements of the CJIS Security Addendum and the CJIS Security Policy and shall remain in force for the term of the contract. Any violation of this addendum constitutes a breach of the contract.

To the extent there is a conflict between the confidentiality clause in the underlying contract and the CJIS Security Addendum and/or the CJIS Security Policy, the CJIS Security Addendum and the CJIS Security Policy shall govern any information covered by the CJIS Security Addendum and/or the CJIS Security Policy.

Printed Name of Agency Rep:

_____

Signature of Agency Rep:

_____

Title of Agency Rep:

_____

Agency Name:

_____

Date:

_____

Agency ORI:

_____

Printed Name of IRIS Intel Rep:

_____

Signature of IRIS Intel Rep:

_____

Title of IRIS Intel Rep:

_____

Date:

_____

SCHEDULE A: SERVICES SCHEDULE

1. Services

The Services covered by this Agreement consists of the following:

a. Implementation Services:

- Azure AD or other service account integration.
- Training for use of the services.

b. SaaS Services – Applications:

Request for Information (RFI) Requesting

- Requesting Information
- Chat Function
- Report Review
- Information Submission
- Unlimited Report Attachments
- Rich Text Formatting Tools
- Context Sensitive Report Export Formats
- Full Report Audit History
- Email, SMS, and Browser Notifications
- User Specific Reports Dashboard
- Custom Task List Creation, Editing, & Assignment Capability
- Custom Request Types

Analyst/Supervisor/Owner/Contributor Licenses

- Report Editing Capability
- Chat Function
- Unlimited Attachments
- Dashboard for Request Tracking and Statistical Review
- Email, SMS and Browser Notifications
- Context-Sensitive Case Export Formats
- Request Auditing
- Report Review, Preview and Final Generation
- Daily “To Do” Function
- Return Request
- Report Finalize

System Administration

- Configurable Permissions & Roles for Users & Records
- Configurable Alerts & Notifications
- Custom Units, Teams and User Roles
- Permission-Based Read/Write Privileges

- Custom Header/Footer Report Template

System Administrator

- Desktop, Laptop & Tablet Agnostic
- Web-Based Login Features
- Vendor-Free Configurations
- Full Event and Account Logs
- IP Address Whitelisting & Blacklisting for Enhanced Security
- Allow SMS Notifications

2. Initial SaaS Term

The Initial SaaS Term is the one (1) year period commencing on the Go Live Date. As an awardee of DMS-25/26-105, all subscription, training, and implementation fees are covered by the award amount. Additional major features that are available in IRIS after the execution of this agreement would be at the Subscriber's expense if they so choose.

3. Renewal Term

Each Renewal Term, beyond the initial agreement, is subject to a 5.0% increase. IRIS will notify Subscriber of any increases in the amount or other changes to the terms and conditions of this Section 4 pertaining to Subscription Fees at least sixty (60) days prior to the commencement of any Renewal Term.

4. Fees

Fee Type	Amount
a. Implementation Services Fees (one-time)	$2,000.00
b. Subscription Fee	$6,840.00
c. Discount	
d. Total Contract Amount	$8,840.00

5. Subscription Details

Detail	Value
a. Total Sworn	80
b. Authorized Users	100
c. Operators	32
d. Package	Tier 1

6. Payment Details

For the Initial SaaS Term, IRIS shall invoice Subscriber with an invoice date that shall be the agreed upon Go Live Date. Subscriber will have thirty (30) days following such invoice date to pay all amounts on such invoice in full.

SCHEDULE B: SERVICE LEVEL AGREEMENT

Service Availability

IRIS Responsibilities

- 99.95% system availability uptime, excluding announced maintenance and Force Majeure Events, as measured midnight to midnight.

Customer Responsibilities

- Promptly report downtime or service degradation.
- Ensure compliance with acceptable use policies.

Performance Metrics

Metric	Target
System Latency	<2 seconds for 95% of all requests
Data Processing Time	Critical transactions completed in <10 seconds

Support & Incident Management

Customer Responsibilities

- Report issues via approved support channels (email, phone).
- Provide accurate details for incident troubleshooting.

Severity-Based Response & Resolution

Severity	Issue Type	Response	Resolution
1 – Critical	Major system failure impacting all users	1 hour	4 hours
2 – High	Partial system disruption with workarounds	4 hours	1 Business Day
3 – Medium	Minor performance or usability issue	1 Business Day	3 Business Days
4 – Low	General inquiries or feature requests	2 Business Days	5 Business Days

System Maintenance

IRIS Responsibilities

- Provide 72-hour notice for scheduled maintenance.
- Limit scheduled downtime to 4 hours per month.
- Notify the Customer of unscheduled maintenance.

Backup & Disaster Recovery

IRIS Responsibilities

- Maintain daily backups, retaining data for at least 7 days.

- Ensure data recovery within agreed Recovery Time Objectives (RTO).

Subscriber Responsibilities

- Verify backup policies meet operational needs.
- Notify IRIS Intel immediately in case of data corruption or loss.

Service Credits for Downtime

Eligibility & Credit Schedule

Uptime Percentage	Service Credit
99.0% – 99.95%	5% credit
95.0% – 99.0%	10% credit
Below 95.0%	20% credit

Subscriber Responsibilities

- Submit credit requests within 30 days of a downtime incident.

Force Majeure Events

Any uncontrollable event impacting service, including without limitation:

- Natural disasters (earthquakes, floods, hurricanes).
- Civil unrest, war, terrorism.
- Third Party infrastructure failures.

Notification

- IRIS Intel will notify the Customer promptly of any Force Majeure Event.

SCHEDULE C: TECHNICAL REQUIREMENTS

This Schedule lists the minimum technical requirements required for IRIS

1. IRIS – SaaS

1.1 Workstation Requirements

Item	Minimum	Recommended
Bandwidth	1.6+ Mbps (0.2+ MB/s = 200+ KB/s)	6+ Mbps (0.75+ MB/s = 750+ KB/s)

IRIS recommends for the application an overall internet bandwidth connection of 1.6+ Mbps per concurrent user using that connection. Actual performance and usage may vary greatly depending on user usage of other internet-connected applications and your ISP. As is the case with online editing platforms, the actual application bandwidth, and hardware requirements for an optimal experience are completely dependent on the types and amount of rich media used inside the application, i.e. large images uploaded and utilized by users inside the application require more bandwidth, and/or capability for users working with the aforementioned images. IRIS will attempt to optimize, but cannot be held responsible for, sub-optimal experiences caused by either accidental or malicious media added to the platform by the users sanctioned by their Agency.

1.2 Internet Browser Requirements

IRIS RFI is web-based and requires a modern web browser to access the system. IRIS RFI supports versions of Microsoft Edge and Google Chrome that receive technical support and security updates from the browser vendor. Older versions of Microsoft Internet Explorer (IE) are not supported as Microsoft has discontinued support as of October 2020. IRIS recommends that internet browsers be updated with the most recent versions. Optimal performance of IRIS is dependent on the Client maintaining updated internet browsers.

- Preferred: Google Chrome (latest)
- Acceptable: Microsoft Edge (latest)

SCHEDULE D: ADDITIONAL LICENSE TERMS

Microsoft

- Government Terms: https://azure.microsoft.com/en-us/support/legal/subscription-agreement/government/
- General Agreement: https://www.microsoft.com/licensing/docs/customeragreement

SCHEDULE E: AUTOMOTIVE INSURANCE WAIVER

Docusign Envelope ID: 85AA4766-68F6-4A91-8E57-326DFBB1F963

Waiver

Business Auto Insurance Liability Waiver

IRIS Tech, Inc
5659 Strand Court, Ste 106
Naples, FL 34110
239-228-0939
contact@irisintelgroup.com

Effective Date: 5/1/2025

1. Purpose

This Liability Waiver ("Waiver") is executed by IRIS Tech, Inc ("Company") to formally acknowledge and document its decision not to carry a commercial auto insurance policy, on the basis that the Company does not own, lease, or operate any company-owned motor vehicles for business purposes.

2. Scope

This Waiver applies to all officers, employees, contractors, agents, and representatives of IRIS Tech, Inc who may use their personal vehicles for business-related activities.

3. Acknowledgment of Non-Ownership of Vehicles

IRIS Tech, Inc affirms that it does not own or lease any vehicles under the company name and does not provide company-owned transportation to its employees, contractors, or agents.

4. Personal Vehicle Use

Employees, contractors, or other agents who use personal vehicles for business-related travel do so at their own risk. The Company requires all such individuals to maintain valid personal auto insurance coverage as required by state law. IRIS Tech, Inc does not assume responsibility for damages, losses, injuries, or liabilities arising from the use of personal vehicles for company business.

5. Waiver of Commercial Auto Insurance

By signing this Waiver, IRIS Tech, Inc expressly acknowledges and accepts the risks and liabilities associated with the decision not to carry a commercial auto insurance policy. These risks include but are not limited to:

- Exposure to legal liability in the event of an accident involving an employee, contractor, or agent using a personal vehicle for business purposes.

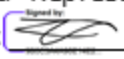
- Lack of coverage for third-party property damage or bodily injury under a commercial policy.
- Potential denial of coverage by a personal auto insurer for incidents deemed "business use," depending on the terms of individual policies.
- Reputational and financial damage stemming from uncovered claims or litigation.
- Limited protection for the company in situations where damages exceed the limits of an individual's personal policy.

2. Hold Harmless and Indemnification

To the fullest extent permitted by law, IRIS Tech, Inc agrees to hold harmless and indemnify all third parties, including employees and contractors, from any liability or loss resulting from the use of personal vehicles for business purposes, except where such liability arises from gross negligence or willful misconduct of the driver.

3. Review and Reconsideration

This Waiver shall be reviewed annually and may be amended should the company acquire or begin to use vehicles for business purposes.

Authorized Representative:
Signature: 
Name: Mike Giallombardo
Title: CEO
Date: 5/9/2025

SCHEDULE F: CJIS SECURITY ADDENDUM

APPENDIX H SECURITY ADDENDUM

The following pages contain:

The legal authority, purpose, and genesis of the Criminal Justice Information Services Security Addendum (H2-H4);

An example of a contract addendum (H-5);

The Security Addendum itself (H6-H7);

The Security Addendum Certification page (H8).

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

Legal Authority for and Purpose and Genesis of the Security Addendum

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

> 1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.
>
> We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security

addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:

1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.

2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and

3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power

and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

PAYMENT DATE
06/12/2026

COLLECTION STATION
Station 1

RECEIVED FROM
ASHLEY CALLERY

DESCRIPTION
WITCHES RIDE 10/26/2026

City of Oxford
City Clerk's Office
107 Courthouse Square
Oxford, MS 38655

BATCH NO.
2026-00000668

RECEIPT NO.
2026-00003626

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
Cash		$25.00

Total Cash	**$25.00**
Total Check	**$0.00**
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

06/12/2026 02:14:09 PM

OXFORD POLICE DEPARTMENT

Jeff McCutchen
Chief of Police
Sheridan Maiden
Deputy Chief of Police

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT APPLICATION

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

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

I. Applicant Information:

Name: Ashley Callery

Phone Number: 662-801-1946 E-mail Address: accallery@gmail.com

Address: 27 County Road 2052

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: Oxford Witches Ride

Director of Business/Organization: Ashley Callery

Phone Number: 662-801-1946 E-mail Address: accallery@gmail.com

Address: 27 County Road 2052

Oxford (City) | Ms. (State) | 38655 (Zip Code)

Name of On-Site Contact Person at Event: Ashley Callery

Phone Number: 662-801-1946 E-mail Address: accallery@gmail.com

---

II. Event Information:

Date: Oct. 26, 2026 Start Time: 6:15 pm End Time: 6:45 pm

Type of Event: bike/walk benefiting the Oxford Pantry

Event Location Information:

Starting Point Location: Mid-Town Shopping Center parking lot

Finish Line Location: Same

Detailed Route: *please see back of page...

Other Information: I have permission from Dave Tatum for the lot.

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

Number of Expected Participants: 150 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: _____

III. Application Fee:

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

IV. Police Protection Fee:

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

V. Signatures:

Ashley Callens June 12, 2026

Applicant Signature Date

Approved By: Chief of Police, Oxford Police Department Date

Route: Bike/walk down N. Lamar
From Mid-town parking lot
Take right onto Jackson Ave at Yaya's
Turn left onto S. 9th Street (St. Peter's)
Turn left onto Van Buren
Continue around Court House back to N. Lamar
End at the Mid-town parking lot.

* May we please have both lanes of N. Lamar?

RESOLUTION

Whereas, Officer Johnny Sneed has faithfully and honorably served the citizens of Mississippi and the Oxford Police Department with exceptional commitment, valor, and unwavering dedication; and;

Whereas, his distinguished career began in 1998, Officer Sneed serving with the Batesville Police Department and joined the Oxford Police Department in 2005. With more than 26 years of service, Johnny is known for his professionalism, dedication, and compassion. His career embodies words that we hold dear, words like teammate, consistent, honorable and friend; and;

Whereas, Officer Sneed has served in a wide range of assignments and leadership roles—including Patrol, HAWK Unit, School Resource, Public Housing, a member of the Oxford Peace Officers Board and completing his service in the Downtown District. Johnny's experience, leadership and commitment to our community touched lives throughout his career. His personality and passion for people contributed to the safety of our city, our schools & supported the department's mission and effectiveness; and;

Whereas, Johnny will forever be remembered by the students that he served, his presence in our Downtown District and will forever be remembered as the undefeated cornhole champion and the unofficial "Mayor of the Square", and;

Whereas, throughout his career, Officer Johnny Sneed has demonstrated service, integrity, and compassion. His commitment to our city, our department, and the people he serves continues to make a meaningful difference within the Oxford Police Department and the community; and;

Whereas, Johnny Sneed has left a good name on the City of Oxford, the Oxford Police Department and the entire Oxford community with his dedicated service that will be remembered for years to come.

Therefore, be it resolved

That the Mayor and Board of Aldermen of the City of Oxford express their sincere appreciation and gratitude to

Johnny Sneed

for his work on behalf of the Oxford Police Department
and the City of Oxford.

Be it further resolved, that a copy of this resolution be spread upon the minutes of the City of Oxford and that a copy of the same be presented to Johnny Sneed, on this 7th day of July, 2026.

Mayor Robyn Tannehill
Alderman Mark Huelse Alderman Preston Taylor
Alderman Kesha Howell-Atkinson Alderman Brian Hyneman
Alderman Jason Bailey Alderman Mary Martha Crowe Alderman Erin Smith

OXFORD
PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Alderman
From: Kate Kenwright, AICP; Planner II
Date: July 7, 2026
RE: Appeal of the Planning Commission's denial of Case #3354, a request by Bill Abington for a Variance from Section 5.8.4.10 Conservation Overlay Districts at 805 University Avenue, being further identified as PPIN #6026.

This appeal of the noted variance request to is heard at the request of the applicant Bill Abington.

The hearing and vote for this request was held at the Monday, May 11, 2026 Planning Commission meeting (Case #3354). Commissioner Latimer motioned to deny the request, which was seconded by Commissioner Brasfield. The motion passed with a 5-1 vote (Aye: Latimer, Brasfield, Logan, Murphy, Rigby; Nay: Spragins). On May 19, 2026, Staff received a request to appeal the denial of the variance from architect Julie Spears on behalf of the applicant. A copy of the Staff report from the May Planning Commission meeting, and the appeal letter, are included in this report.

Planner's Comments:
The applicant seeks a Variance from Section 5.8.4.10 Conservation Overlay Districts to allow for additional bedrooms at 805 University Avenue. The existing lot is the result of a subdivision approved by the Mayor and Board of Aldermen in March, 2025. The new +/- .46-acre lot sits between the single-family home at 803 University Avenue and the existing condos at 412 S 9th Street at the corner of University and S 9th. The design of the proposed new home was recently approved by the Historic Preservation Commission at their April meeting.

The Neighborhood Conservation Overlay Standards note that in NR (like the subject property) and in SMF zoning districts that dwelling units should be no larger than three bedrooms. The proposed house would have 6 bedrooms. The applicants have attached a letter stating their need for the space—that they have five (grown) children and this plan would allow for a bedroom for the parents and one for each child.

According to LDC Section 9.4 Variances, a variance may be granted if the applicant demonstrates that:

- Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district
- Literal interpretation of the ordinance would deprive the applicant of rights enjoyed by properties in the same district
- The special conditions and circumstances do not result from the actions of the applicant
- Granting of the variance will not confer any special privilege on the applicant.

The applicant contends that they did not understand the code requirements at the time of purchase. They also note a deed restriction requiring an at least 3,500 sq ft on the lot implies a larger than three-bedroom house would be built there, and that this deed is in conflict with the expectations of the City's ordinance.

The Commission considered the applicant's stated hardship—the size of family and lack of knowledge about the ordinance and deed restrictions associated with the lot—but did not find that it sufficiently met the requirements for granting a variance.

Planning Commission Discussion:
A link to the recording of the May 11, 2026, Planning Commission meeting is provided below.

May 11, 2026 *(Case begins at the 16:26 mark)*
The applicant, Bill Abington, and architect, Julie Spears, were present to speak before the Commission. There were questions from Commissioners regarding the deed restriction on the lot, and Spears noted that she was not sure of the timing of that deed restriction. It was in place prior to the applicant's purchase of the lot. Chairman Rigby noted that the 3-bedroom limit in the code was in place for many years and certainly prior to the applicant taking possession of the lot. Mr. Abington spoke about the need for more bedrooms to meet the needs of his family, his stormwater plan, and the signatures of support from neighbors.

Public Comment:
Molly Mizenheimer, who lives across University Avenue, was present to comment on traffic and parking concerns. Lee McGartland, whose property abuts(north) the subject property, expressed concerns about potential adverse impacts to her property as a result of stormwater caused by the proposed plan.

As noted above, the variance request was denied.

Additional Comments:
The applicant's appeal letter contends that little consideration was given by the Commission to the applicant's key points. The Mayor and Board of Aldermen must consider if the applicant's stated hardships are sufficient to overturn the Commission's denial: the existing deed restrictions on the property, the existing zoning ordinance, and the size of family.

Should the Mayor and Board choose to overturn the Commission's decision, Staff requests that the variance is approved with the following condition:

1. The variance is for the plan as submitted.

Julie Spears
Julie Spears Architecture
julie@juliespearsarchitecture.com
(662) 832-0134

March 19, 2026

City of Oxford Board of Aldermen
115 Courthouse Square
Oxford, MS 38655

Dear Board members,

My client would like to appeal against the Planning Commission's May 11th decision to deny a variance request to build a six-bedroom single-family home in the Traditional Neighborhood Residential and Neighborhood Overlay district where the ordinance allows a maximum of three bedrooms. Despite the attached points stating a) peculiarities about the lot that are different from other lots in the neighborhood, b) hardships associated with this particular piece of land, and c) measures that demonstrate how granting the variance will not be detrimental to the neighborhood, we were not given a clear reason for denial of the variance and little consideration of the attached key points. There was also no discussion of the Theora Hamblett home that received approval for a variance request for additional bedrooms.

We respectfully request approval to grant this variance. Thank you for your consideration.

Sincerely,

Julie Spears, Architect

enclosures: Key Factor Points for Variance Request
Parking Diagram
Drainage Strategy

Family Background:

- The husband is a Mississippi native and attended Ole Miss
- The couple has five children, three of whom attended/attend Ole Miss.
- Home will be the family's permanent residence.
- Children spend 30-50 days a year in Oxford to gather together, attend events, and shop in Oxford

Existing conditions peculiar to this lot that do not apply to other lands within the district:

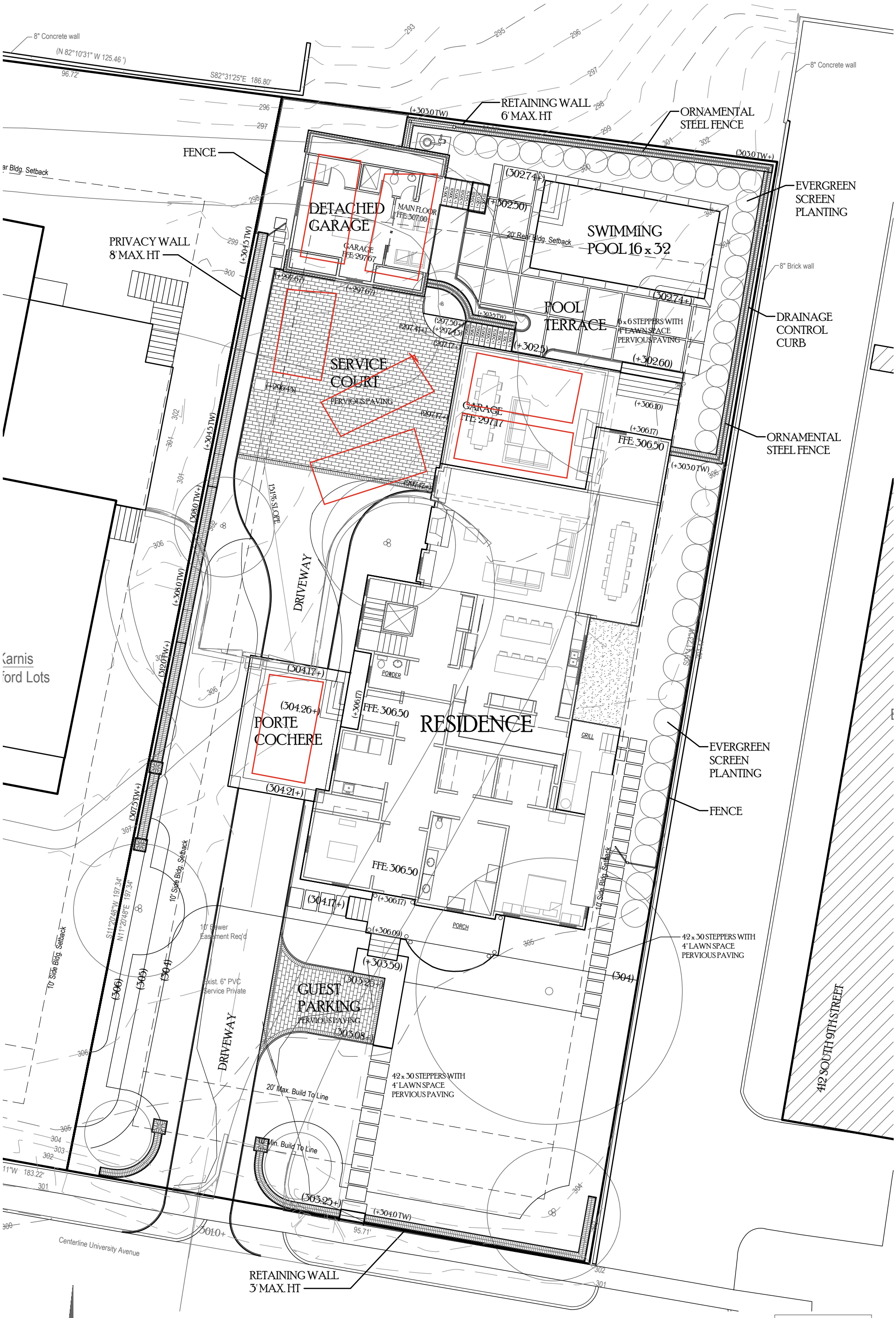
- Deed attached to the property requires a 3,500 (minimum) square foot single-family residence.
- Location of the lot on University Avenue (a major artery) vs. the smaller side streets.
    - Development on this lot needs to relate to other homes on this street, particularly the historic Dody home who is the immediate neighbor to the west at 803 University.
    - Lot is at the intersection of two other zoning districts where the 3-bedroom rule does not apply, yet the house needs to relate to those contexts.
- Lot requires a family home, vs. a rental, to meet Historic Preservation criteria, yet restricts a large family size.

Hardship created by adhering to the ordinance:

- Owners are not able to gather with their family under one roof.
- 5 children- Owners request 5 bedrooms on the 2nd floor vs. 2. Five still fits an appropriate massing design.
- Deed restriction requires a minimum 3,500 sq.ft. house, which implies a home larger than three bedrooms.
- The Owner was not made aware of the 3-bedroom rule at the time of purchase.
- The homeowners did not cause the situation of the variance they are seeking relief from.

Other key factors:

- **How granting the variance will not be detrimental to the neighborhood:**
    - Plans are approved by the Historic Preservation Commission.
    - The design meets all other zoning requirements:
        - Below the lot coverage limit
        - Within the setback and height requirements
        - Stormwater will not impact neighbors negatively and will include all features recommended by the city to ensure approval by the city.
        - Parking provided on-site and out of view from the street. Accommodates 8+ cars.
    - This house will be the permanent residence of the homeowners – not a vacation home.
- **Other homes within this same zoning district have more than three bedrooms, many on smaller lots.** (
    - Direct neighbors to the North, West, and South have more than three bedrooms (East is Condos)
    - Condos in the same zone have more than three bedrooms
- **Precedent:** The owners of the Theora Hamblett house recently received approval for extra bedrooms in the same zoning district to accommodate their family.
- **Due Diligence:**
    - Started to contact neighbors in February through door-to-door visits, emails, and calls to meet and share the design and variance request. Proved a challenging task because only the neighbor at 803 (Dody House) is a permanent resident. The Owners have met and collaborated with the 803 neighbors a dozen times.
    - Collected 12 signatures (at the time of this letter) in favor of granting the variance request.
    - Engaged a professional team including Julie Spears, Architect; Bob Mercier, Landscape Architect; and Jeff Williams, Civil Engineer
    - Met with city to clarify expectations
    - Met with Steve Brunton, City Hydrologic Engineer, twice to develop best possible stormwater plan.
    - Spending substantial extra money to put in a stormwater plan that exceeds minimum requirements.



N

0 8 16 24

ONE INCH EQUALS SIXTEEN FEET

805 UNIVERSITY

805 SOUTH UNIVERSITY AVENUE
OXFORD, MISSISSIPPI

MERCIER
LANDSCAPE ARCHITECT
P.O. BOX 254
TUPELO, MISSISSIPPI
38802
662-844-6555

MASTER PLAN

SCHEMATIC
MAY 6, 2026

Drainage Strategy:as of 5-19-26

1. Roof water will be collected by gutters, downspouts and underground pipes and directed to University Ave. at a point west of the crest of the street. Putting water west of the crest prevents the water from flowing toward Tyler Avenue.

2. Create deeper than typical rock bases below all pervious surface areas to retain water on the site until it has time to seep into the ground.

3. Create bio swales, depressed areas of water-loving plants to hold water on site until it can seep into the ground,

4. Install a Flo-Well to hold water during severe storms. The water will release slowly on site until the ground can absorb it.

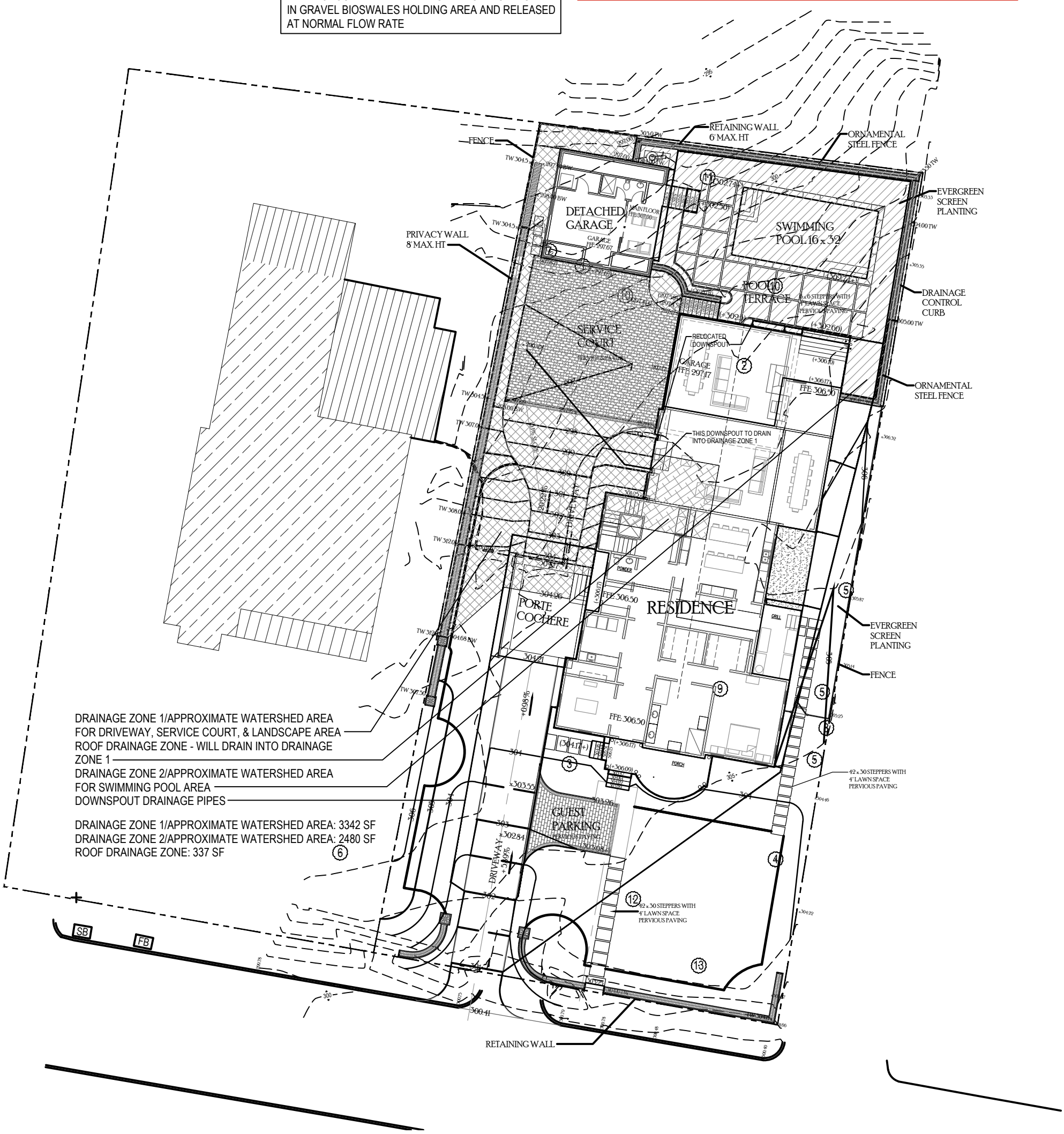
5. Downspouts from the detached garage will connect to underground pipes and flow to University Ave.

6. The strategies above reduce the amount of water flowing to the NW by 27%.

7. Potentially install a sump pump to further reduce the amount of water flowing NW to 43% less water that is currently flowing to the NW.

Either scenario #6 or #7 reduces the amout of water already flowing to the NW.

TOTAL LOT: 18,508.2 SF
EXISTING IMPERVIOUS: 4636.4 SF
EXISTING PERVIOUS: 13,871.8 SF
EXISTING IMPERVIOUS DRAINING NW: 3287.4 SF
EXISTING PROPERTY DRAINING NW: 8478.8 SF
PROPOSED AREA DRAINING NW: 6159 SF (-2319 SF)
ALL PROPOSED AREA DRAINING NW TO BE CAPTURED IN GRAVEL BIOSWALES HOLDING AREA AND RELEASED AT NORMAL FLOW RATE



OXFORD
PLANNING
DEPARTMENT

Case 3354

To: Oxford Planning Commission
From: Kate Kenwright; AICP, Planner II
Date: May 11, 2026

Applicant: Bill Abington (Julie Spears, Architect)
Owner: Bill Abington
Request: Variance from Section 5.8.4.10 Conservation Overlay Districts
Location: 805 University Avenue (PPIN #6026)
Zoning: (TNR) Traditional Neighborhood Residential & South Lamar Historic District – Conservation Overlay

Surrounding Zoning:
All: (TNR) Traditional Neighborhood Residential & South Lamar Historic District-Conservation Overlay

Planning Comments: The applicant seeks approval for a Variance from Section 5.8.4.10 Conservation Overlay Districts to allow for additional bedrooms at 805 University Avenue. The existing lot is the result of a subdivision approved by the Mayor and Board of Aldermen in March, 2025. The new +/- .46-acre lot sits between the single-family home at 803 University Avenue and the existing condos at 412 S 9th Street at the corner of University and S 9th. The design of the proposed new home was recently approved by the Historic Preservation Commission at their April meeting.

The Neighborhood Conservation Overlay Standards note that in NR (like the subject property) and in SMF zoning districts that dwelling units should be no larger than three bedrooms. The proposed house would have 6 bedrooms. The applicants have attached a letter stating their need for the space—that they have five (grown) children and this plan would allow for a bedroom for the parents and one for each child.

According to LDC Section 9.4 Variances, a variance may be granted if the applicant demonstrates that:

- Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district
- Literal interpretation of the ordinance would deprive the applicant of rights enjoyed by properties in the same district
- The special conditions and circumstances do not result from the actions of the applicant

- Granting of the variance will not confer any special privilege on the applicant.

The applicant contends that they did not understand the code requirements at the time of purchase. They also note a deed restriction requiring an at least 3,500 sq ft on the lot implies a larger than three-bedroom house would be built there, and that this deed is in conflict with the expectations of the City's ordinance.

The Commission must consider if the stated hardship—the size of family and lack of knowledge about the ordinance and deed restrictions associated with the lot—are sufficient to grant the requested variance.

Recommendation: Should the Commission find sufficient hardship to support the variance, Staff recommends the following conditions:

1. The variance is for the plan as submitted.

Julie Spears

Julie Spears Architecture

(662) 832-0134

March 20, 2026

Dear Commissioners,

For a single-family new construction home located at 805 University Avenue, we request a variance to build a home with (6) bedrooms in a district where a (3) bedroom maximum exists.

The homeowners currently spend the majority of their time in Oxford. The husband grew up in Mississippi and attended Ole Miss. They have five children, with the last three attending Ole Miss. Two of the three have graduated and one still remains at Ole Miss. All five children return to Oxford regularly for events in Oxford, at Ole Miss, and to gather as a family. The family dynamic is a tight-knit one. The family has been attending and serving at a local church for a couple of years. They are also on the board of two local charities and are very involved in supporting numerous other charities and civic organizations in Oxford.

The couple currently owns two small condos and two houses where their kids attending Ole Miss live(d). One home is currently for sale since a child's recent graduation. These four properties are within walking proximity to campus and the square. The couple plans to sell their remaining properties in Oxford and has their home in Collierville for sale. This new house will be their primary residence, and they plan to file homestead exemption here. The lot at 805 University met the couple's needs of proximity to campus and the square (like their smaller properties) and the ability to accommodate their entire family under one roof.

A hardship exists in currently not having a place where the family can all be together, not being made aware of the ordinance restriction at the time of agreeing to purchase the lot, and conflicting goals of an existing deed on the lot. The current situation of being divided among four small properties is not the couple's desire for their family. They desire to have a place where they can eat around the same table and be together, where their children and their families will have a comfortable place to stay and also work remotely when in town. The home will provide a room and bathroom for each child in addition to a primary suite for the homeowners- no additional guest room, just space for their immediate family members. Additionally, there is a deed on the property requiring the home to be a minimum of 3,500 sq.ft.; this size is a large home to contain only three bedrooms. The conflicting expectations of the deed and the ordinance create a hardship.

The homeowners care about the character of University Avenue, Oxford, and ensuring their home reflects the historic neighborhood and respects their neighbors. They assembled a team of trained professionals to ensure the home they build will be an appropriate and contributing addition to the neighborhood. Through the design process they and their team worked to eliminate any negative outcomes which the ordinance is in place to protect against. For example, despite the number of bedrooms exceeding (3) in number, all parking for each bedroom is available on the site and out of view from the street. The scale and massing of the house aims to continue the pattern of the other homes on both sides of the street. In addition to the historic home next door at 803 University Ave having 5 bedrooms, the design of the home seeks to respond to the scale of the other houses on the street (some of which have more than three bedrooms) and not distract from the fabric of the neighborhood. The homeowners have had open communication with the neighbors, making them aware of the plans for the lot and being sure to address any concerns. Outside of the bedroom rule, and that only due to the size of their family, the design of the home falls within all other setback and ordinance requirements.

We respectfully request approval to grant this variance request.

Sincerely,

Julie Spears, Architect

Breakdown of the Variance Application Questions:

1. **What special conditions and/or circumstances exist which are peculiar to the land(s), structure(s) or building(s) involved which are not applicable to other lands, structures or buildings located within the same zoning districts?**

805 University Avenue is a vacant lot (not common within the historic district), that was created when the adjacent property was subdivided into two smaller lots. When the subdivision occurred, a deed was attached to the property stating that any home built on the property shall be a minimum of 3,500 square feet. A 3,500 square foot home with only three bedrooms is not a realistic expectation. The land/ neighborhood contains houses with more than three bedrooms, including the house next door at 803 University Avenue.

2. **Describe how a strict application of the provisions of the Zoning Ordinance results in practical difficulties or unnecessary hardship?**

A three-bedroom home will not meet the needs of a family of seven.

3. **Describe how the granting of the variance will not be materially detrimental to the public welfare or injurious to adjoining properties or to the neighborhood in which the property is located.**

The homeowners care about the character of University Avenue, Oxford, and ensuring their home respects the neighbors and the historic fabric of the neighborhood. They assembled a team of trained professionals to ensure the home they build will be an appropriate and contributing addition to the neighborhood. Through the design process they and their team have worked to eliminate any negative outcomes which the ordinance is in place to protect against. For example, despite the number of bedrooms exceeding (3) in number, all parking for each bedroom is available on the site and out of view from the street. The scale and massing of the house aims to continue the pattern of the other homes on both sides of the street. In addition to the historic home next door at 803 University Ave having 5 bedrooms, the design of the home seeks to compliment - not distract from- the scale of the other houses on the street (some of which have more than three bedrooms). The homeowners have had open communication with the neighbors, making them aware of the plans for the lot and being sure to address any concerns. Outside of the bedroom rule, and that only due to the size of their family, the design of the home falls within all other setback and ordinance requirements.



1 Site Massing Study
1" =250'

Julie Spears Architecture
Julie Spears, Architect
(662) 832-0134 - Oxford, MS 38655 - juliekspears@gmail.com

3-20-2026

805 UNIVERSITY AVE.
1/8" = 1'-0"

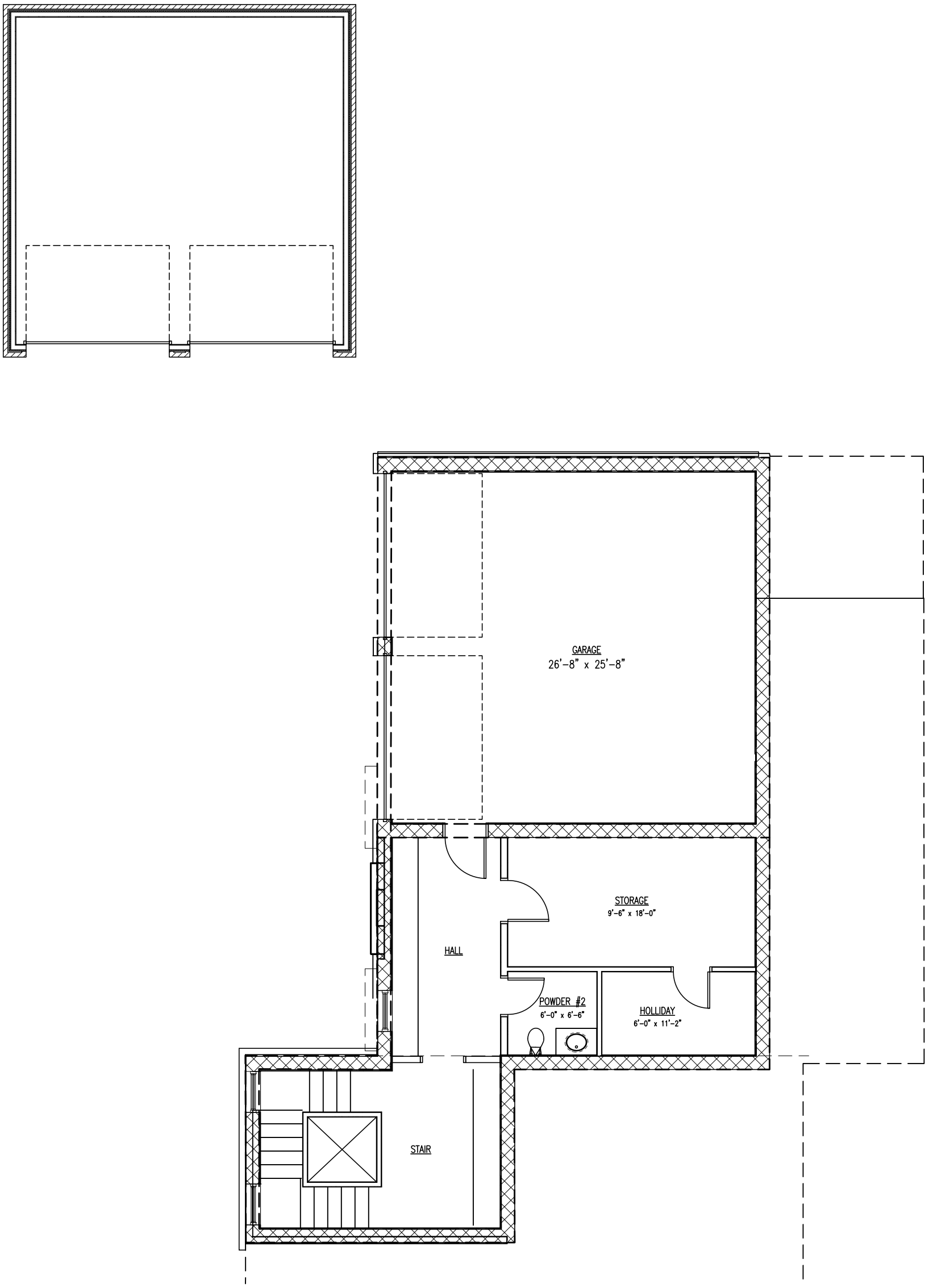
8" Concrete wall
(N 82°10'31" W 125.46')
S82°31'25"E 125.46'
(S09°05'44"W 29.32')
N08°44'48"E 29.40'
RETAINING WALL
6' MAX. HT
FENCE
8" Concrete wall
OHL
EVERGREEN
SCREEN
PLANTING
8" Brick wall
DRAINAGE
CONTROL
CURB
FENCE
PRIVACY WALL
8' MAX. HT
DETACHED
GARAGE
SWIMMING
POOL 16 x 32
25' REAR SETBACK
POOL
TERRACE
6 x 6 STEPPERS WITH
4" LAWN SPACE
PERVIOUS PAVING
SERVICE
COURT
PERVIOUS PAVING
803 UNIVERSITY AVENUE
DRIVEWAY
POWDER
10' SIDE SETBACK
PORTE
COCHERE
RESIDENCE
GRILL
EVERGREEN
SCREEN
PLANTING
FENCE
(N 10°15'00" E 238.50')
(S 09°46'38" E 227.81')
S08°44'48"W 227.50'
10' SIDE SETBACK
42 x 30 STEPPERS WITH
4" LAWN SPACE
PERVIOUS PAVING
SCRCH
GUEST
PARKING
PERVIOUS PAVING
DRIVEWAY
42 x 30 STEPPERS WITH
4" LAWN SPACE
PERVIOUS PAVING
20' MAXIMUM BUILD TO LINE
10' MINIMUM BUILD TO LINE
(N 80°00'00" W 183.22')
N79°52'11"W 183.22'
GAS
OHL
1/2" iron pipe found
RETAINING WALL
4' MAX. HT
University Avenue
412 SOUTH 9TH STREET
299
298
300
301
302
303
304
305
306
N
ONE INCH EQUALS SIXTEEN FEET

805 UNIVERSITY

805 SOUTH UNIVERSITY AVENUE
OXFORD, MISSISSIPPI

MERCIER
LANDSCAPE ARCHITECT

MASTER
PLAN
SCHEMATIC
MARCH 20, 2026



1 Basement Floor Plan and Detached Garage Plan
1/8" = 1'-0"

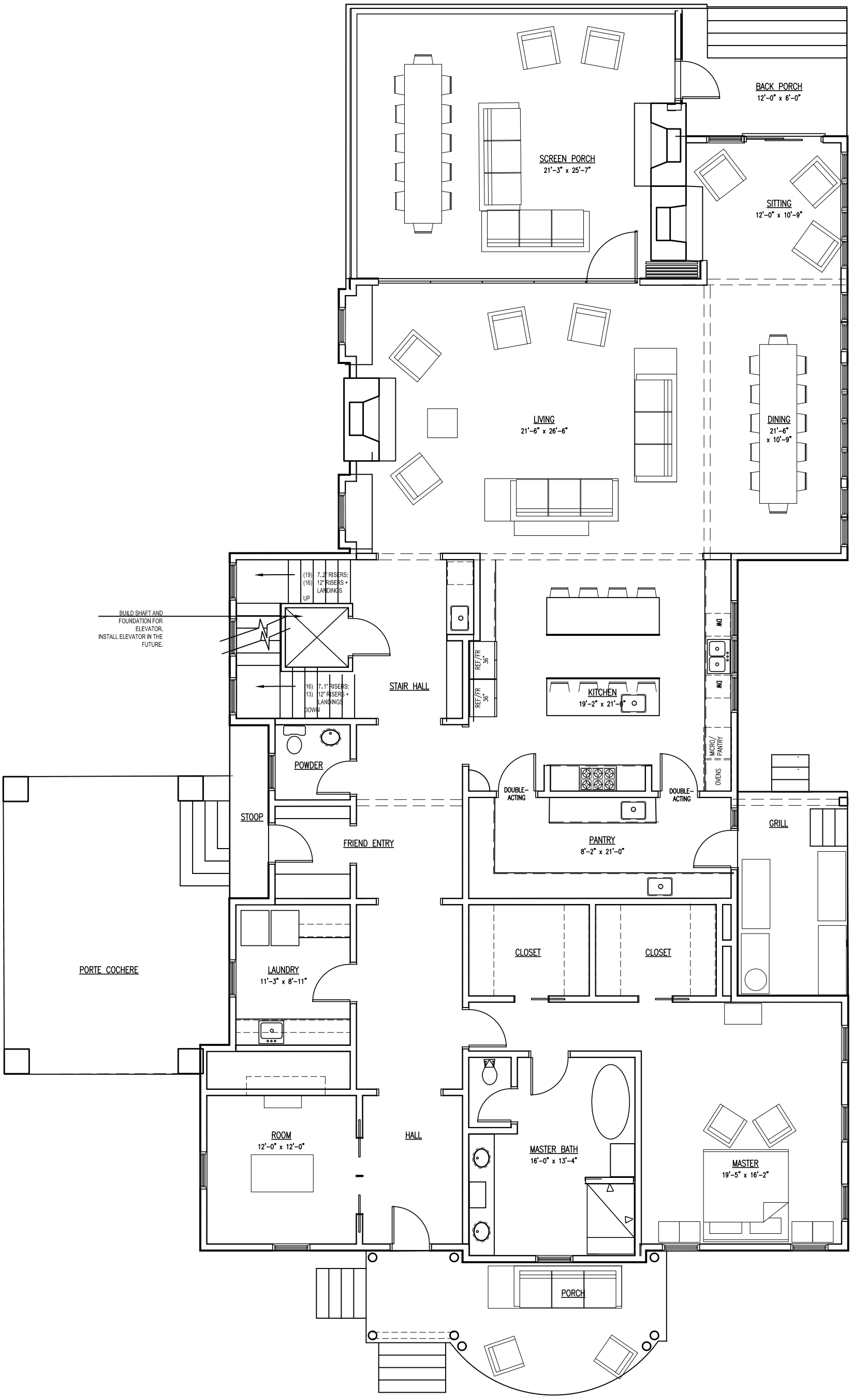
NORTH

805 UNIVERSITY AVE.
1/8" = 1'-0"

PG.1 OF

3-9-2026

Julie Spears Architecture
Julie Spears, Architect
(662) 832-0134 - Oxford, MS 38655 - juliekspears@gmail.com



1 First Floor Plan
1/8" = 1'-0"

NORTH

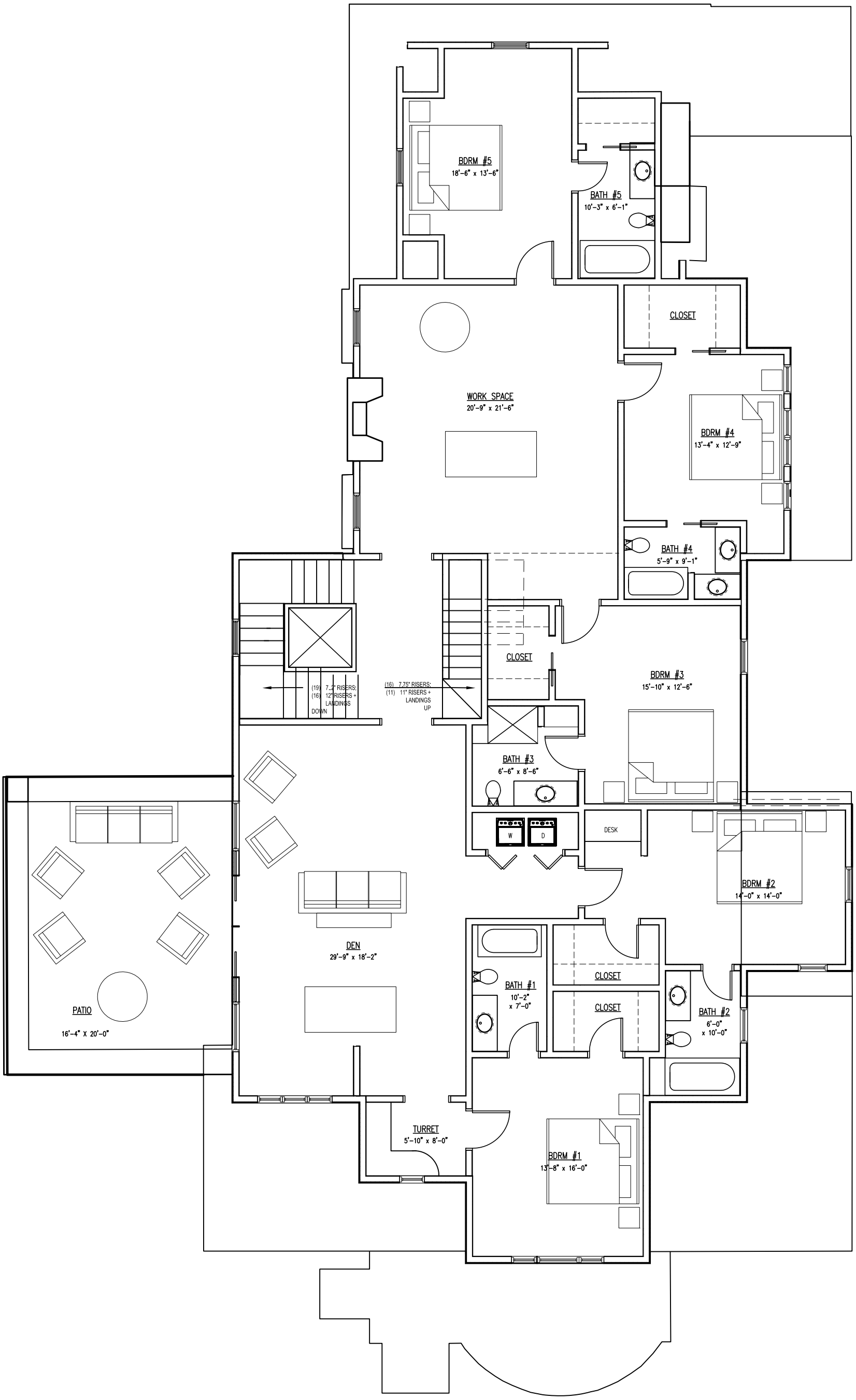
6

805 UNIVERSITY AVE.
1/8" = 1'-0"

PG.1 OF

3-9-2026

Julie Spears Architecture
Julie Spears, Architect
(662) 832-0134 - Oxford, MS 38655 - juliekspears@gmail.com



1 Second Floor Plan

1/8" = 1'-0"

NORTH

805 UNIVERSITY AVE.

1/8" = 1'-0"

PG.1 OF

2-20-26

Julie Spears Architecture
Julie Spears, Architect
(662) 832-0134 - Oxford, MS 38655 - juliekspears@gmail.com



1 South (Front) Elevation

1/8" = 1'-0"



2 Street Elevation

1/16" = 1'-0"

Julie Spears Architecture
Julie Spears, Architect
(662) 832-0134 - Oxford, MS 38655 - juliekspears@gmail.com

PG.1 OF

3-20-26

805 UNIVERSITY AVE.

1/8" = 1'-0"



1 West (Side) Elevation

1/16" = 1'-0"



2 West (Side) Elevation

1/8" = 1'-0"

Julie Spears Architecture
Julie Spears, Architect
(662) 832-0134 - Oxford, MS 38655 - juliekspears@gmail.com

PG.1 OF

3-20-26

805 UNIVERSITY AVE.

1/8" = 1'-0"



1 Side (East) Elevation Site Diagram
1/16" = 1'-0"

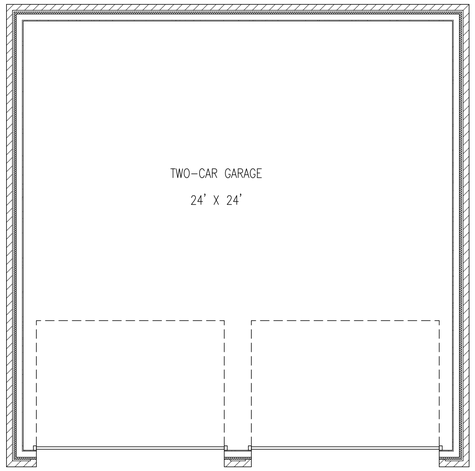


2 Side (East) Elevation
1/8" = 1'-0"

Julie Spears Architecture
Julie Spears, Architect
(662) 832-0134 - Oxford, MS 38655 - juliekspears@gmail.com

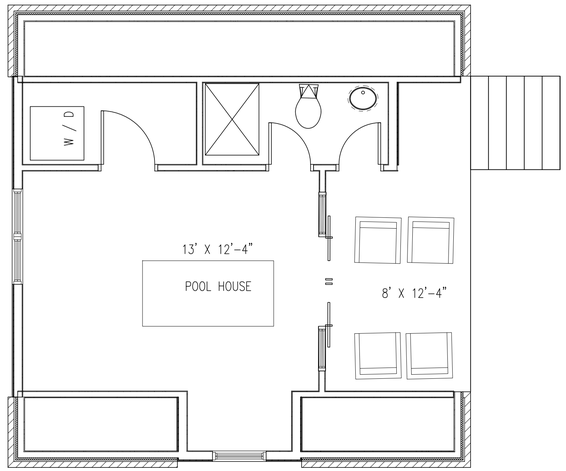
PG.1 OF
3-20-26

805 UNIVERSITY AVE.
1/8" = 1'-0"



1 DETACHED GARAGE/ POOL HOUSE LOWER LEVEL PLAN
1/4" = 1'-0"

NORTH



2 DETACHED GARAGE/ POOL HOUSE UPPER LEVEL PLAN
1/4" = 1'-0"

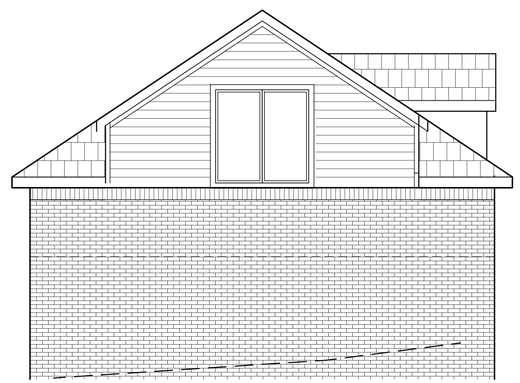
NORTH



3 SOUTH ELEVATION - GARAGE/ POOL HOUSE
1/4" = 1'-0"



4 EAST ELEVATION ALTERNATE - GARAGE / POOL HOUSE
1/4" = 1'-0"



5 WEST ELEVATION - GARAGE/ POOL HOUSE
1/4" = 1'-0"

Julie Spears, Architect
(662) 832-0134 - Oxford, MS 38655 - julliekspears@gmail.com

© JULIE SPEARS, ARCHITECT, 2026

PHASE: SCHEMATIC DESIGN
DATE: MARCH 16, 2026
REVISIONS:

805 UNIVERSITY AVE.
OXFORD, MISSISSIPPI

Detached Garage Plans & Elevations

Sheet Number:
1.4







805 University Variance Request

My name is Bill Abington and my wife Joan and I intend to build a new home for our family on a lot located at 805 University Ave.

As we are a family of seven (7), the zoning in this district Neighborhood Residential (NR) prevents us from building more than 3 bedrooms. I am seeking relief from this variance to build a home that can accommodate myself, my wife and our 5 children, for a total of six (6) bedrooms.

We believe that the proposed plan for our home is in keeping with other homes in the surrounding area of this district and we recently received approval from the Historic Commission. Please see the attached plans.

If you are in support of our request of this project, please sign below. Thank You. Removed Molly + Ed

Date: ~~4/23/2026~~ Address: ~~812 University Ave~~ Oxford MS 38655

Printed Name: ~~William L. Abington~~ Signature:

Date: ~~4-23-26~~ ok Address (1) 1000 University Ave No. 1 Oxford MS 38655

(1) Printed Name: Lucy S. Banks Signature: Lucy S Banks

Date: 4/23/26 Address (2) 604 Tyler Ave, Apt 2

(2) Printed Name: Deborah P. Walton Signature: Deborah P. Walton

Date: April 23, 2026 Address (3) 424 South Fifth Street

(3) Printed Name: ~~Rex~~ Brent Signature:

Date: ~~April 23, 2026~~ Address: (4) 570 University Avenue

(4) Printed Name: ~~Rex~~ Brent Signature:

Date: April 23, 2026 Address: (5) 824 University Avenue

(5) Printed Name: ~~Rex~~ Brent Signature:

Date: See attached pages Address:

Printed Name: Signature:

Each # is a separate address w/ Home-owners

My name is Bill Abington and my wife Joan and I intend to build a new home for our family on a lot located at 805 University Ave.

As we are a family of seven (7), the zoning in this district Neighborhood Residential (NR) prevents us from building more than 3 bedrooms. I am seeking relief from this variance to build a home that can accommodate myself, my wife and our 5 children, for a total of six (6) bedrooms.

We believe that the proposed plan for our home is in keeping with other homes in the surrounding area of this district and we recently received approval from the Historic Commission. Please see the attached plans.

If you are <u>in support</u> of our request of this project, please sign below. Thank You.

(6)

Date: April 24, 2026

Address: 803 University Ave Oxford, MS 38655

Printed Name: Daniel Karnis

Signature: [signature]

I personally met with Bill & Joan Abington to discuss their architectural plans as designed by their architect & landscape architect. We reviewed these plans in detail, and it is our opinion that the proposed design has been thoughtfully developed with consideration for our home and for the existing neighborhood character. The scale, massing, and overall footprint of the home is proportionate and consistent with our residence.

Daniel & Darlene Karnis
803 University Ave
Historic-Meek-Duvall-Doty House
(Adjoining Neighbor on West)

My name is Bill Abington and my wife Joan and I intend to build a new home for our family on a lot located at 805 University Ave.

As we are a family of seven (7), the zoning in this district Neighborhood Residential (NR) prevents us from building more than 3 bedrooms. I am seeking relief from this variance to build a home that can accommodate myself, my wife and our 5 children, for a total of six (6) bedrooms.

We believe that the proposed plan for our home is in keeping with other homes in the surrounding area of this district and we recently received approval from the Historic Commission. Please see the attached plans.

If you are in support of our request of this project, please sign below. Thank You.

(7)

Date: 5-4-2026 Address: 814 University Ave

Printed Name: Hu Meena Signature: Hu Meena

Ashley + Hu Meena
814 University Ave
(Neighbor directly Across Street)

My name is Bill Abington and my wife Joan and I intend to build a new home for our family on a lot located at 805 University Ave.

As we are a family of seven (7), the zoning in this district Neighborhood Residential (NR) prevents us from building more than 3 bedrooms. I am seeking relief from this variance to build a home that can accommodate myself, my wife and our 5 children, for a total of six (6) bedrooms.

We believe that the proposed plan for our home is in keeping with other homes in the surrounding area of this district and we recently received approval from the Historic Commission. Please see the attached plans.

If you are <u>in support</u> of our request of this project, please sign below. Thank You.

8

Date: 05/01/2026 Address: 412 So. 9th St #2, Oxford, MS 38655

Printed Name: Anna + Brett Scholtes Signature:

Anna + Brett Scholtes
412 S. 9th St #2
(Adjoining Neighbor on East in Condos)

April 26, 2026

RE: 805 University Ave. Bedroom Zoning Variance

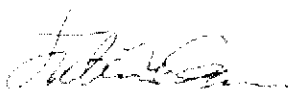
Mr. Abington / To Whom it May Concern,

Thank you for calling me regarding your planned home at 805 University Ave. I am the owner of Fall Properties, LLC which owns Unit #5 in the condo development at 412 S. 9th Street next to your lot. It is my understanding that you are requesting a neighborhood residential (NR) zoning variance to increase the allowed number of bedrooms in your home to six (6). I am in support of this variance request to accommodate your family after discussing with you. Your home looks like it will add value and blend well into the surrounding area.

I do want to note that my support is my personal support as owner of Unit #5 and that I do not speak for the 412 Condo Association as a whole or any other individual owners.

Sincerely,





Justin Garner

Fall Properties, LLC

jmgarner123@gmail.com

Justin Garner
412 S. 9th #5
(Adjoining Neighbor on East - Condos)

My name is Bill Abington and my wife Joan and I intend to build a new home for our family on a lot located at 805 University Ave.

As we are a family of seven (7), the zoning in this district Neighborhood Residential (NR) prevents us from building more than 3 bedrooms. I am seeking relief from this variance to build a home that can accommodate myself, my wife and our 5 children, for a total of six (6) bedrooms.

We believe that the proposed plan for our home is in keeping with other homes in the surrounding area of this district and we recently received approval from the Historic Commission. Please see the attached plans.

If you are <u>in support</u> of our request of this project, please sign below. Thank You.

10

Date: 4/28/2026

Address: 412 S. Ninth St, Unit 1 Oxford, MS 38655

Printed Name: Lisa Dishman

Signature: Lisa Dishman

Lisa & David Dishman
412 S. 9th #1
(Neighbor adjoining East - Condos)

My name is Bill Abington and my wife Joan and I intend to build a new home for our family on a lot loc
University Ave.

As we are a family of seven (7), the zoning in this district Neighborhood Residential (NR) prevents us from build
more than 3 bedrooms. I am seeking relief from this variance to build a home that can accommodate myself, my
wife and our 5 children, for a total of six (6) bedrooms.

We believe that the proposed plan for our home is in keeping with other homes in the surrounding area of this district and we recently received approval from the Historic Commission. Please see the attached plans.

If you are <u>in support</u> of our request of this project, please sign below. Thank You.

Date: 4/26/26 (11)

Address: 603-3 Tyler Ave
Oxford MS

Printed Name: Scott Stammerjohn

Signature: Scott Stammerjohn

Suzie - Scott Stammerjohn
603 Tyler Ave #3
Condos between Univ & Tyler

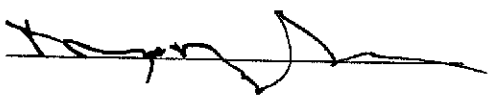
My name is Bill Abington and my wife Joan and I intend to build a new home for our family on a lot located at 805 University Ave.

As we are a family of seven (7), the zoning in this district Neighborhood Residential (NR) prevents us from building more than 3 bedrooms. I am seeking relief from this variance to build a home that can accommodate myself, my wife and our 5 children, for a total of six (6) bedrooms.

We believe that the proposed plan for our home is in keeping with other homes in the surrounding area of this district and we recently received approval from the Historic Commission. Please see the attached plans.

If you are <u>in support</u> of our request of this project, please sign below. Thank You.

Date: April 25,2026 Address: 1000 University Ave, Unit 5

Printed Name:_Dean Douglas Signature: 

12

Dean Douglas
1000 University Ave #5

THE CITY OF
OXFORD

MEMORANDUM

To:	Board of Aldermen
From:	Mark Levy, Director of Special Projects
CC:	Hollis Green, Chief Operating Officer; Garett Black, Assistant Project Manager; Donna Zampella, General Manager OUT
Date:	July 7, 2026
Re:	Permission to reject bid for the OUT Training Room addition.

On June 25th at 1:00 p.m., the City of Oxford received a single bid for the OUT Training Room addition from Williams Construction, LLC in the amount of $355,890.00. The bid exceeds the project budget, and based on the recommendation of the project architect, Jonathan Mattox, staff is requesting that the bid be rejected.

Staff recommends rejection of the bid submitted by Williams Construction, LLC for the OUT Training Room addition, as the bid exceeds the project budget.

Enclosure (1):

Certified Bid Tabulation for the OUT Training Room

HOWORTH & ASSOCIATES
ARCHITECTS

BID TABULATION FORM

Bid Date: June 25, 2026, 1:00 p.m. Architect's P.N.:2025-16

OUT Training Room
409 McElroy Drive
Oxford, Mississippi 38655

	Contractor:	Base Bid:	Addenda Rec'd
1.	**Williams Construction LLC**	$ $355,890.00	#1 X
	Certificate of Responsibility # 27446-MC		
	5% Bid Security: Palomar Casualty and Surety Company		
2.		$	#1
	Certificate of Responsibility #		
	5% Bid Security:		
3.		$	#1
	Certificate of Responsibility #		
	5% Bid Security:		
4.		$	#1
	Certificate of Responsibility #		
	5% Bid Security:		
5.		$	#1
	Certificate of Responsibility #		
	5% Bid Security:		

I certify that this is a correct tabulation of all bids received for this Project on the date stated above:

Jonathan Mattox, Architect

June 25, 2026
Date

THE CITY OF
OXFORD

MEMORANDUM

To:	Board of Aldermen
From:	Mark Levy, Director of Special Projects
CC:	Hollis Green, Chief Operating Officer; Garett Black, Assistant Project Manager; Donna Zampella, General Manager OUT
Date:	July 7, 2026
Re:	Permission to re-advertise the OUT Training Room addition.

The project architect, Jonathan Mattox, has been in discussion with Donna Zampella to identify portions of the project scope that can be removed in order to bring the project within budget.

Staff recommends permission to re-advertise for bids for the OUT Training Room addition.

THE CITY OF
OXFORD

MEMORANDUM

To:	Board of Aldermen
From:	Mark Levy
CC:	Hollis Green, Chief Operating Officer; Garett Black, Assistant Project Manager; Clay Brownlee, Assistant Director, mTrade Park
Date:	July 7, 2026
Re:	Permission to advertise for bids for a temporary ice skating rink for Holly Jolly Holidays

Staff requests permission to advertise for bids for the rental and installation of a temporary ice skating rink at mTrade Park as part of the 2026 *Holly Jolly Holidays* festivities.

The rink will operate for a six-week period, from November 23, 2026, through January 4, 2027. Installation is scheduled for the week of November 9, 2026. Specifications for the rink and associated services are as follows:

- Rink Size: 40’ x 80’ (3,200 square feet)
- High-efficiency refrigeration chiller capable of supporting a 3,200 sq. ft. ice surface
- Heat pump and glycol tanks for temperature control
- Dasher boards sized to fit the 40' x 80' rink
- 225 pairs of ice skates in a range of children’s and adults’ sizes
- Adequate skate storage
- Minimum of 10 skating aids for children and beginners
- At least one technician to oversee setup and breakdown
- On-call service support for the duration of the six-week event

mTrade Park will provide all necessary infrastructure support, including:

- Forklift for loading and unloading
- A level, prepared surface for installation
- Sufficient electrical power supply
- Access to water connections

Pending Board approval, we plan to advertise for bids promptly, with the intent to present bid results to the Board for consideration in August.

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO

Date: July 1, 2026

Re: Request permission to accept a drainage easement from Mr. Bradley Enlow, 100 Peyton Circle

Included for your consideration is a drainage easement from Mr. Bradley Enlow, 100 Peyton Circle, to replace and maintain drainage pipes across his property (Lot 70 of South Oaks Subdivision). This easement grants the City of Oxford access to the property for access to replace, repair, inspect, reconstruct, and maintain drainage pipes that drain runoff from a portion of the South Lamar Boulevard right-of-way.

There is an existing 12-inch-diameter drainage pipe on the Enlow property. This pipe was installed to remediate a drainage issue caused by the construction of the Oxford Bikeway Project. Mr. Enlow has reported that the drainage issue persists. Upon inspection, the engineering staff has determined that the existing 12-inch-diameter drainage pipe is undersized. The engineering staff is proposing replacing the existing 12-inch-diameter drainage pipe with two larger-diameter pipes. Also, at the time the 12-inch-diameter drainage pipe was installed, an easement was apparently not obtained.

The proposed easement would allow for the replacement of the existing 12-inch-diameter drainage pipe and correct the omission of a drainage easement to the City of Oxford.

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

DRAINAGE EASEMENT

IN CONSIDERATION of the sum of One and No/100 Dollars ($1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor,

Bradley Enlow
100 Peyton Circle
Oxford, MS 38655

does hereby grant, bargain, sell, convey, and warrant unto, Grantee,

City of Oxford, Mississippi, a municipal corporation,
107 Courthouse Square
Oxford, MS 38655
(662) 232-2315

an exclusive, perpetual easement over, above, under, across and through certain areas of the Grantor property located at 100 Peyton Circle, City of Oxford, Mississippi, that is identified as "Permanent Drainage Easement" delineated five (5) feet each side and parallel to the centerline of a proposed drainage pipe and being more particularly described and depicted on that certain Exhibit A, dated _____, prepared by _____, and attached hereto and incorporated herein as:

See Exhibit A (Permanent Drainage Easement)
Indexing Instructions to be provided under separate cover

It is intended by this instrument to grant the exclusive, perpetual right to maintain, replace, reconstruct, access, inspect, operate, and repair the pipes, and all related facilities, and appurtenances thereto ("Drainage Pipes"), all under, across and through the Permanent Drainage Easement Area, together with the right to perform such excavation, digging, grading, and general earth disturbing activities of such dimension and shape as those in charge of the construction and general disturbing deem necessary or incidental thereto, and such other rights as may be necessary or convenient for the enjoyment of the easements, rights and privileges provided herein. All such rights shall be exclusive and inure to the benefit of the City, its servants, agents, employees, and assigns. Notwithstanding the foregoing, Grantor and Grantee acknowledge and agree that Grantee shall not use the Drainage Easement Area for construction purposes, or for purposes of conducting construction activities, other than as necessary for the construction, installation, maintenance and repair of the Drainage Pipes.

The easement granted herein shall include all rights, benefits, privileges, and easements necessary or convenient for the full enjoyment and use of the Drainage Easement Area for the purposes described herein and shall include the necessary easements and rights for ingress and egress to and from the Drainage Easement over other property of the Grantor, and access to the utility facilities, all for and to Grantee, servants, agents, employees and assigns, and the right to cut away and keep clear, remove and dispose of all trees and to remove and dispose of all obstructions now on the Drainage Easement Area by the Grantor or any person, which removal is necessary for the Grantee's use of the Drainage Easement Area; provided, however, that the Grantee shall restore the surface area as Grantee would restore and repair a city street (with crushed stone and asphalt patch) and seed with grass any non-paved areas, as needed and desired.

Except for the rights, privileges, benefits and exclusive easement granted herein, Grantor reserves unto itself all rights of ownership and use to the Drainage Easement Area not inconsistent herewith; provided that such uses shall not interfere with the proper operation, maintenance and repair of the Drainage Pipes. The easement granted herein shall run with and bind the land, benefiting the Grantee's property, and burdening the Grantor's property of which the Drainage Easement Area is a part.

The Grantee covenants that it will restore any portion of Grantor's property within the easement area that is disturbed during work operations to the same condition, or better, as existed prior thereto at Grantee's sole cost and expense.

The purpose of this instrument is to dedicate for public use the Drainage Pipes. Grantor acknowledges and covenants that it is the sole, fee simple record holder of good and marketable title to the subject property described herein.

Grantor has been informed and understands that Grantor has the right to an appraisal and to the payment of fair market value for the property, and Grantor hereby waives said right to such an appraisal and compensation and hereby dedicates and donates the property to the City of Oxford.

TO HAVE AND TO HOLD said easement unto Grantee and its successors and assigns so long as the property described herein is used for the purpose designated above.

IN WITNESS WHEREOF, the Grantors have caused this instrument to be executed personally, or by its duly authorized agent or legal representative on this the _____ day of _____ **,** 2026.

_____

Bradley Enlow - Owner

_____ (Printed Name and Title)

By:

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

This day personally appeared before me, the undersigned authority, in and for the jurisdiction aforesaid, Bradley Enlow, who acknowledged that he signed, sealed and delivered the above and foregoing Permanent Drainage Easement on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED BEFORE ME, this the _____ day of **_____**, 2026.

_____

NOTARY PUBLIC

MY COMMISSION EXPIRES:

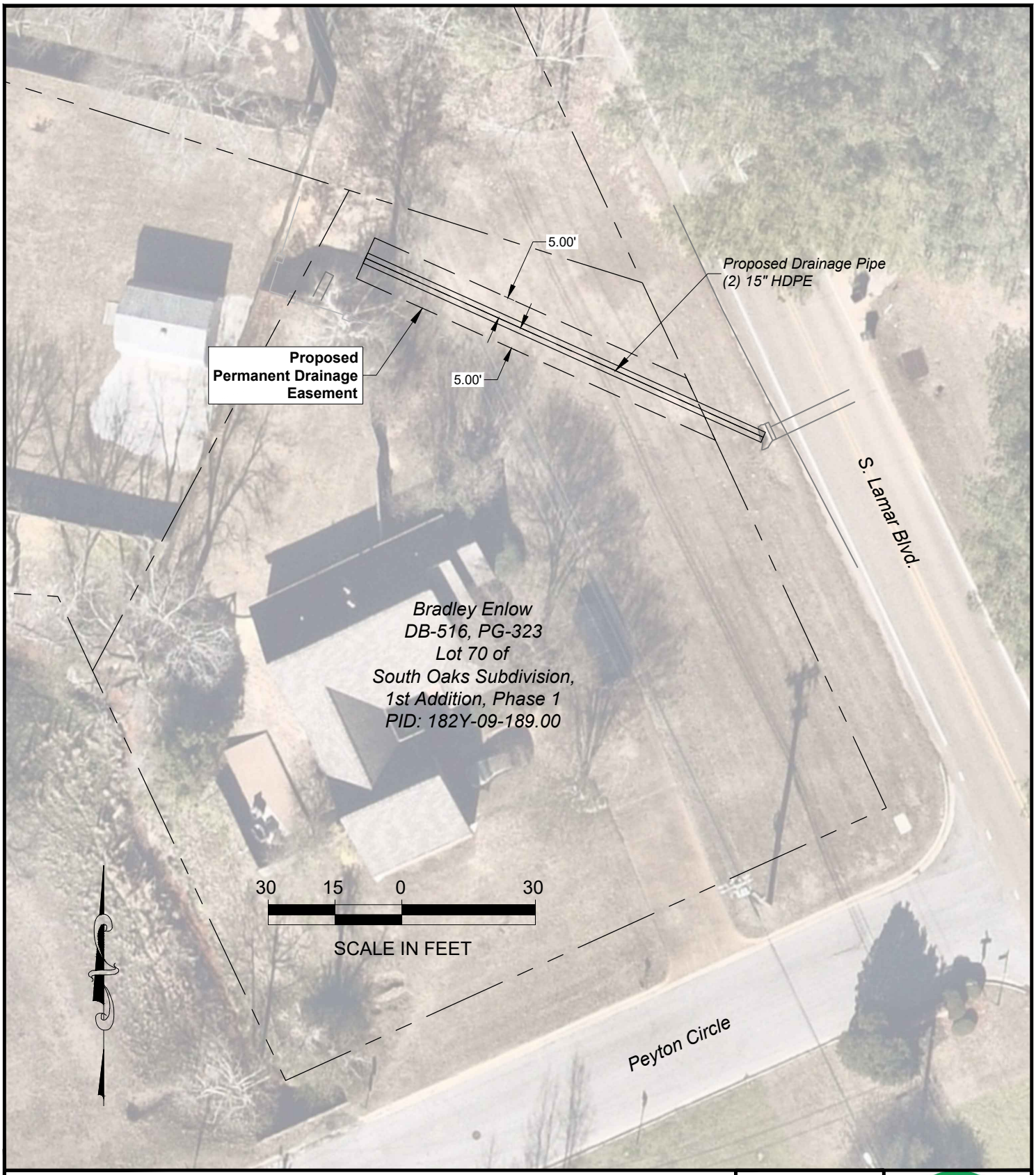


EXHIBIT A

BRADLEY ENLOW

REVISIONS:

DATE: 06/30/2026

DRAWN BY: BMD

OXFORD
ENGINEERING
DEPARTMENT
JOHN CRAWLEY, P.E.
107 COURTHOUSE SQUARE
OXFORD, MS 38655
662-232-2306

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

CC: Hollis Green, COO

Date: July 7, 2026

Re: Request to Reduce Subdivision Bond,
Colonnade Crossing, Phase 3

Engineering received a request from MFM Development, LLC for a reduction in the subdivision bond currently in place, **#2297973**, for **$907,169.79**, and attached hereto, for the above-captioned project. The reduction request comes after work in the subdivision has been completed, inspected, and accepted. The remaining items to be completed are the final lift of asphalt, curb and gutter, striping and signage, and sidewalk along the west side of Ferndale. Attached to this memo is a cost estimate of the work to be completed, totaling **$198,879.30**. Adding **50%** produces a necessary bonding amount of **$298,318.95**. The developer wishes to split this up as follows:

New Subdivision Bond: $209,481.45 (Final lift of asphalt, curb & gutter, striping)
Cashier's Check: $88,837.50 (Sidewalk along Ferndale)

Engineering recommends reducing the existing to the amount shown and accepting a cashier's check for the amount above for the construction of the remaining sidewalk.

GRANBERRY & ASSOCIATES
CIVIL ENGINEERING FIRM

1686 Padington Park Lane, Germantown, TN 38138
(662) 312-9672

June 1, 2026

John Crawley, P.E., City Engineer
City of Oxford
107 Courthouse Square
Oxford, MS 38655

RE: COLONNADE CROSSING SUBDIVISION – PHASE 3
Final Plat Bond – Reduction Request

Dear John:

On behalf of MFM Development, LLC, we are submitting the attached construction cost estimate for the remaining public improvement items to complete the infrastructure for Colonnade Crossing Subdivision – Phase 3. The subdivision is located North of MS Hwy 30, east of White Oak Lane, and west of MS Hwy 7, and adjacent to and north of Colonnade Crossing Subdivision – Phase 1.

The attached construction cost estimate includes the remaining public improvement items necessary to complete the subdivision improvements. The required bond amounts are based upon the following items included in the attached estimate:

1. 1" HOT MIX ASPHALT (SURFACE COURSE) (12 MM)
2. 24” CONCRETE CURB & GUTTER
3. STRIPING AND SIGNAGE
4. 4" SIDEWALK W/ 6x6 W2.9xW2.9 WWF (5’ Sidewalk on West Side of Ferndale Only)

Because construction of the section of sidewalk (located adjacent to and on the west side of Ferndale Boulevard) may occur independently and at a different time than the remaining public improvements, the Developer is requesting that Item #4 be bonded separately from Items #1 through #3.

Additionally, although the 24” concrete curb and gutter identified in Item #2 has generally been completed, portions have sustained damage and require repair or replacement (as identified in the final inspection punchlist and exhibit). Because the damaged areas have not been specifically surveyed or quantified, the bond amount includes the entire curb and gutter sections located along Claremont Avenue, James Kimmons Drive, and portions of Ferndale Boulevard south of Claremont Avenue to ensure adequate coverage is provided to the City.

Based on the attached construction cost estimate, the estimated cost to complete Items #1 through #3 is $139,654.30, and the estimated cost to complete Item #4 is $59,225.00. Applying an additional fifty percent (50%) to each amount results in the following bond amounts:

- Item #1-#3 = **$ 209,481.45**

- Item #4 = **$ 88,837.50**

The combined total of the two required bonds is **$ 298,318.95**.

The attached cost estimate and the bond amounts exclude the construction costs for the road lighting and electrical items, as the developer has previously made payment for these items to Northeast Mississippi Electric Power Association (NEMEPA), as documented by the email dated 5/16/2024 from Justin Smith with NEMEPA and the corresponding letter from NEMEPA, both are attached hereto.

Should you have any questions or the need for any additional info, please feel free to call me at 662-321-9672.

Regards,

_____

John Granberry, P.E.

PROJECT DESCRIPTION:

COLONNADE CROSSING SUBDIVISION - PHASE 3
OXFORD, MS

CONTRACTOR:

M & N EXCAVATORS, INC.
P.O. BOX 2489
OXFORD, MS 38655

PUBLIC IMPROVEMENTS CONSTRUCTION COMPLETION ESTIMATE

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
ROADWAY ITEMS					
1	1.0" HOT MIX ASPHALT (SURFACE COURSE) (12 MM)	365	TON	$ 127.36	$ 46,486.40
2	24" CONCRETE CURB & GUTTER	3,190	LF	$ 20.18	$ 64,374.20
3	PAVEMENT MARKING AND SIGNS	1	LS	$ 28,793.70	$ 28,793.70
4	4" SIDEWALK W/ 6x6 W2.9xW2.9 WWF (SIDEWALK ON WEST SIDE OF FERNDALE BOULEVARD)	11,845	SF	$ 5.00	$ 59,225.00
				ROADWAY ITEMS TOTAL:	**$ 198,879.30**
				CONSTRUCTION COST TOTAL:	**$ 198,879.30**

From: Justin Smith
To: John Granberry
Cc: JW McCurdy
Subject: Colonnade Phase 3
Date: Thursday, May 16, 2024 2:16:12 PM
Attachments: image001.png
City Letter.docx

External (justin.smith@nemepa.org)

Report This Email FAQ GoDaddy Advanced Email Security, Powered by INKY

John,

Please find the attached letter to provide to the City.

Let me know if you need anything else.

Thanks,

Justin Smith
Manager of Engineering and Operations
Office Number (662)-238-3166
Cell Number (662)-801-1130
Email: justin.smith@nemepa.org

NORTH EAST MISSISSIPPI
ELECTRIC POWER ASSOCIATION
www.northeastpower.org 662.234.6331 877.234.6331

Confidentiality Notice: This message and any attachments are for the sole use of the intended recipient(s). It may contain confidential or proprietary information and may be subject to the attorney-client privilege or other confidentiality protections. If this message was misdirected, neither North East Mississippi Electric Power Association nor any of its subsidiaries waive any confidentiality, privilege, or trade secrets. If you are not a designated recipient, you may not review, print, copy, re-transmit, disseminate, or otherwise use this message. If you have received this message in error, please notify the sender by reply e-mail and delete this message.

North East Mississippi
Electric Power Association
10 Private Road 2050
Oxford, MS 38655

To: City of Oxford
Date: May 16, 2024
Subject: Colonnade Crossing Phase 3

This letter to inform that Mr. McCurdy has paid all fees and aid in construction for electric infrastructure for phase three of the Colonnade Crossing development. This also includes all roadway lighting as well.

Feel free to reach out if there are any questions.

Sincerely;

Justin Smith
Manager of Engineering and Operations.
NEMEPA
662.238.3166

WEST BEND®

Bond Number 2297973

Site Improvement Bond

KNOW ALL BY THESE PRESENTS, that we MFM Developement, LLC
31 Hwy 328, Oxford, MS 38655
as Principal, and WEST BEND MUTUAL INSURANCE COMPANY of West Bend, Wisconsin, a Wisconsin Corporation authorized to do business in the State of Mississippi, as Surety, are held and firmly bound unto City of Oxford as Obligee, in the penal sum of Nine Hundred Seven Thousand One Hundred Sixty Nine & 79/100 Dollars ($ 907,169.79), lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has received a site plan approval from the Obligee for the project described as Colonnade Crossing Subdivision - Phase 3 Final Plat
with the specified bonded improvements described as Grading, Asphalt, Limestone, Curb & Gutter, Shared Path, Sewer, Lift Station, Silt Fence, Inlet Protection, Seeding & Mulch, Striping and Signage
for which satisfactory completion is required to be guaranteed as a condition of the approval.

WHEREAS, this obligation is subject to the following conditions:

1. No party other than the Obligee shall have rights hereunder against the Surety.
2. The aggregate liability of the Surety shall not exceed the above stated bond amount for any cause or reason whatsoever.
3. This bond shall not be construed as a forfeiture bond.

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

Signed and Sealed this 21st day of May 20 24

Principal:
MFM Developement, LLC
By: _____ (SEAL)
Witness: Laura L Jones
Name Typed: John W McCurdy II
Title

Surety:
West Bend Mutual Insurance Company
By: Kimberly Barhum (SEAL)
Witness: _____
Name Typed: KImberly Barhum, Attorney-In-Fact
Title

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.

1900 S 18th Avenue | West Bend, WI 53095 | Phone: (800) 236-5010 | Fax: (877) 674-2663 | www.thesilverlining.com

WEST BEND®

Bond No. 2297973

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Kimberly Barhum, Chris Boone, Jim Brashier, Jr, Lisa Butler, Debbie Dunaway, David Fortenberry, Dewey Mason, Patrick Mason, Markham McKnight, Charlotte Ramsey, Kathleen Scarborough

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars ($30,000,000)

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 West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power 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 or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

JULI BENEDUM NOTARY PUBLIC STATE OF WISCONSIN

Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 21st day of May, 2024.

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Christopher C. Zwygart
Christopher C. Zwygart
Secretary

1900 S 18th Avenue | West Bend, WI 53095 | Phone: (800) 236-5010 | Fax: (877) 674-2663 | www.thesilverlining.com

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: July 7, 2026

Re: Request to Enter into a Water Service Agreement with East Oxford Water Association

Engineering has received a request from the property owner of parcel IDs 137X-26-156.00, 137X-26-156.01, and 137X-26-156.02, which lie within the corporate limits of the City of Oxford. The property specifically lies south of Highway 6 on the east and west sides of its intersection with FD Buddy East Parkway as shown on the attached map. The City currently has no water infrastructure on the south side of Highway 6, while East Oxford has adequate infrastructure along FD Buddy East Parkway to the northern line of this property. The owner/developer of the property has asked to allow East Oxford to serve this property in place of installing infrastructure under Highway 6 to tie into the closest existing City of Oxford water main. The Oxford Utilities Department has no objection to this request

Due to this involving the installation of water infrastructure outside of its certificated area of service, East Oxford Water Association must obtain agreement from the City of Oxford. Attached to this memo is a draft agreement between the City of Oxford and East Oxford Water Association that would allow such work as well as provide for the future conveyance of such infrastructure to the City once it has installed its own water service to the area.

Engineering recommends approving this request and granting permission to the mayor to sign the attached document.

Lafayette County MS



7/1/2026, 12:00:16 PM

1:4,514

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA

Roads and Railroads
- 2
- Leader
- 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

Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA | Copyright:© 2013 National Geographic Society, i-cubed | USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover

WATER SERVICE AGREEMNT

This Water Service Agreement is entered into effective this the ___ day of _____, 2026, between the "City of Oxford", Mississippi and "East Oxford" Water Association.

WHEREAS, East Oxford has an area certificate to provide water in Lafayette County, Mississippi the border of which is adjacent to certain property within the city limits of the City of Oxford commonly known as Tax Parcel ID Nos. 137X-26-156.00, 137X-26-156.01, and 137X-26-156.02 (the "Property"); and

WHEREAS, the Property requires water service and is outside of the area certificate of East Oxford; and

WHEREAS, at this time, the City of Oxford does not have the necessary water system infrastructure required to serve the Property; and

WHEREAS, in order for the Property to receive water service East Oxford will cause to be constructed, based on the City of Oxford's design, the necessary "Water System Infrastructure Improvements" to provide water service to the Property; and

WHEREAS, the cost of the Water System Infrastructure Improvements shall be borne by the developer requesting water service; and

WHEREAS, the City of Oxford does hereby agree that East Oxford may construct the Water System Infrastructure Improvements outside of East Oxford's area certificate and within the City limits of the City of Oxford and serve the Property with water service until such time as the City of Oxford has constructed the necessary water system infrastructure required to serve the Property; and

WHEREAS, once the City of Oxford has constructed the necessary water system infrastructure required to serve the Property, East Oxford shall transfer and convey to City of

Oxford the Water System Infrastructure Improvements.

WHEREAS, the purpose of this Agreement is to memorialize such agreement between the City of Oxford and East Oxford.

NOW, the City and East Oxford do hereby memorialize this their Agreement, as follows:

1. East Oxford shall cause to be constructed, at the cost of the requesting developer, based on the City of Oxford's design, the necessary Water System Infrastructure Improvements to provide water service to the Property.

2. The City of Oxford does hereby agree that East Oxford may construct the Water System Infrastructure Improvements outside of East Oxford's area certificate and within the City limits of the City of Oxford that are necessary to serve the Property with water service until such time as the City of Oxford has constructed the necessary water system infrastructure to serve the Property.

3. Once the City of Oxford has constructed the necessary water system infrastructure required to serve the Property, East Oxford shall transfer and convey to the City of Oxford the Water System Infrastructure Improvements.

4. Nothing in this Agreement shall be construed to excuse the City of Oxford from complying with any applicable bidding or procurement laws.

5. This Agreement shall be binding on each party's heirs, successors, and assigns.

6. The signatories below represent and warrant they have full authority to bind the named parties to the terms of this Agreement.

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

Executed effective on the day first mentioned herein above.

THE CITY OF OXFORD, MISSISSIPPI

BY: _____
ROBYN TANNEHILL, Mayor

DATE: _____

EAST OXFORD WATER ASSOCIATION

BY: _____

DATE: _____

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

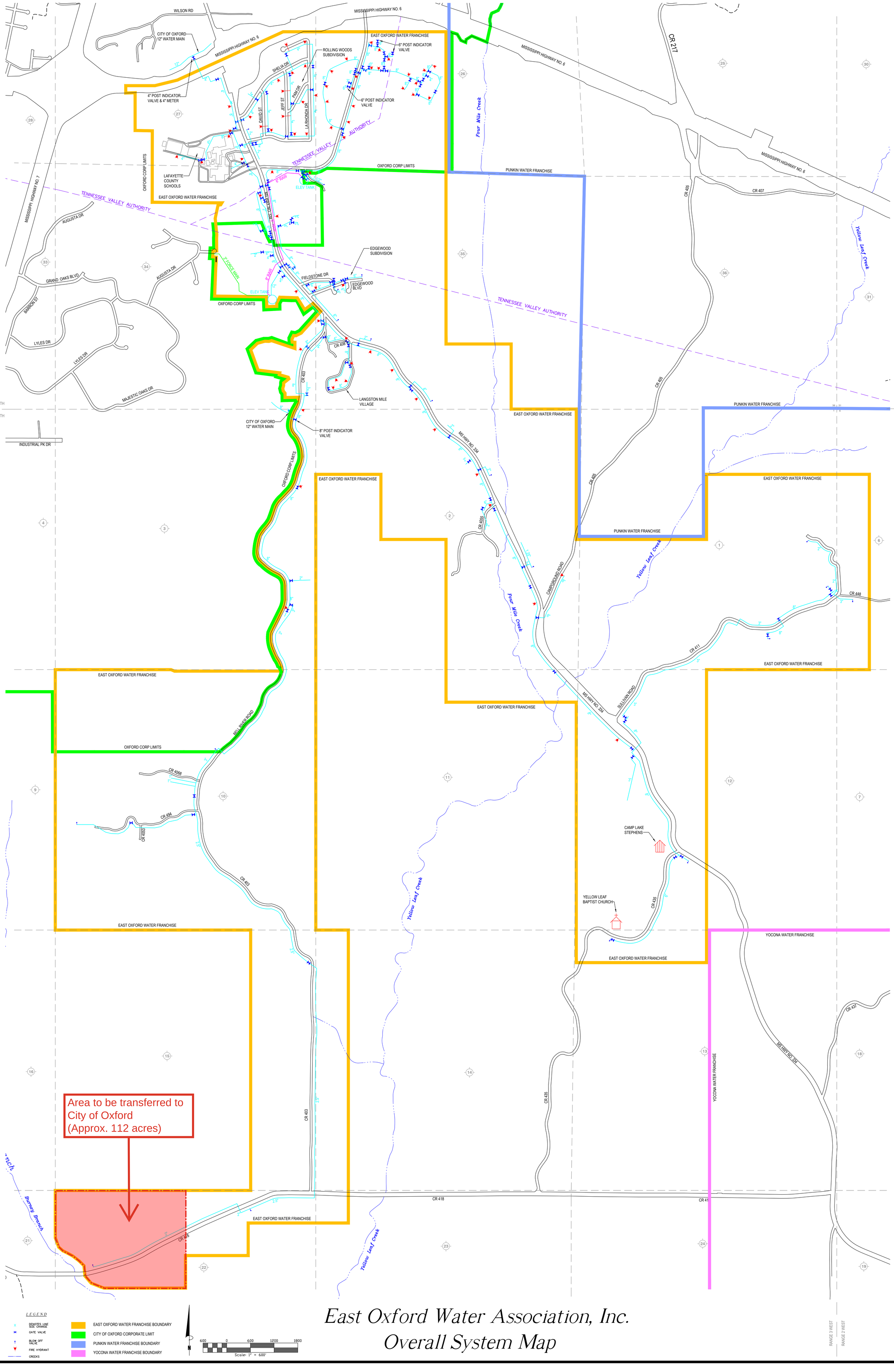
Date: July 7, 2026

Re: Request to Enter into a Water Service Agreement with East Oxford Water Association

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Due to this involving the installation of water infrastructure outside of its certificated area of service, East Oxford Water Association must obtain agreement from the City of Oxford. Attached to this memo is a draft agreement between the City of Oxford and East Oxford Water Association that would allow such work as well as provide for the future conveyance of such infrastructure to the City once it has installed its own water service to the area.

Engineering recommends approving this request and granting permission to the mayor to sign the attached document.


WILSON RD
MISSISSIPPI HIGHWAY NO. 6
CITY OF OXFORD 12" WATER MAIN
4" POST INDICATOR VALVE & 4" METER
ROLLING WOODS SUBDIVISION
EAST OXFORD WATER FRANCHISE
6" POST INDICATOR VALVE
SHEILA DR
DAVID ST
JEFF ST
PAM DR
LA RHONDA DR
TENNESSEE VALLEY AUTHORITY
OXFORD CORP LIMITS
LAFAYETTE COUNTY SCHOOLS
6" RAW
ELEV TANK
PUNKIN WATER FRANCHISE
Four Mile Creek
CR 217
CR 407
CR 405
Yellow Leaf Creek
MISSISSIPPI HIGHWAY NO. 7
AUGUSTA DR
GRAND OAKS BLVD
BARRON ST
LYLES DR
MAJESTIC OAKS DR
INDUSTRIAL PK DR
3" FORCE MAIN
EDGEWOOD SUBDIVISION
FIELDSTONE DR
EDGEWOOD BLVD
CR 408
CR 405
LANGSTON MILE VILLAGE
TOWNSHIP 8 SOUTH
TOWNSHIP 9 SOUTH
CITY OF OXFORD 12" WATER MAIN
8" POST INDICATOR VALVE
MS HWY NO. 334
CR 4055
CAMPGROUND ROAD
CR 448
CR 411
SULLIVAN ROAD
BELL RIVER ROAD
CR 4068
CR 494
CR 4053
CR 403
CR 435
CR 437
CR 418
CR 41
CAMP LAKE STEPHENS
YELLOW LEAF BAPTIST CHURCH
YOCONA WATER FRANCHISE
Area to be transferred to City of Oxford (Approx. 112 acres)
Burney Branch
RANGE 3 WEST
RANGE 2 WEST
LEGEND
ROADS
SECTION NO.
WATERLINE (PVC)
WATERLINE (AC)
DENOTES LINE SIZE
DENOTES LINE SIZE CHANGE
GATE VALVE
BLOW OFF VALVE
FIRE HYDRANT
CREEKS
EAST OXFORD WATER FRANCHISE BOUNDARY
CITY OF OXFORD CORPORATE LIMIT
PUNKIN WATER FRANCHISE BOUNDARY
YOCONA WATER FRANCHISE BOUNDARY
600 0 600 1200 1800
Scale: 1" = 600'
East Oxford Water Association, Inc.
Overall System Map

April 17, 2026

John Crawley, P.E., City Engineer
Engineering Department
City of Oxford, MS
715 Molly Barr Road
Oxford, MS 38655

RE: Certificated Area Transfer to City of Oxford

Letter of No Objection

John:

On behalf of the East Oxford Water Association, we have reviewed the area proposed to be transferred to the City of Oxford and have no objection to the transfer, as generally depicted on the attached preliminary exhibit. This area is currently located within the Association's certificated service area.

Please provide a copy of the City's concurrence/approval, along with the final survey and legal description of the proposed transfer area, and any additional documents required for formal action. Upon receipt and review of these materials, the East Oxford Water Association will execute the necessary documents and return them to the City for submittal to the Mississippi Public Service Commission to complete the certificated area transfer.

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

Respectfully,

Randy McCluskey

Randy McCluskey, President
East Oxford Water Association, Inc.

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

CC: Hollis Green, COO

Date: July 7, 2026

Re: Request to Release Subdivision Bond, The Grove at Grand Oaks, Phase VII

Engineering recommends release of the **Subdivision Bond No 1001199911** in the amount of **$142,500.00**.

All work on the above-captioned project has been completed, inspected and accepted.

A copy of the bond is attached for your reference.

SUBDIVISION BOND

Bond No. 1001199911

KNOW ALL MEN BY THESE PRESENTS, that we LT2. LLC. 300 Fazio Drive, Oxford. MS 38655

as Principal, and U.S. Specialty Insurance Company (or Surety)

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

The City of Oxford, MS

as Obligee, in the penal sum of One Hundred Forty-two Thousand Five Hundred and 00/100s----------

($142,500.00) DOLLARS, lawful money ofthe United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, LT2, LLC

has agreed to construct when requested by the City of Oxford

the following improvements: The final lift of hot mix asphalt on Morris Drive and the intersection with an unnamed street as shown on the plats of the subdivision for Phase VII of the Grove at Grand Oaks per the attached letter dated 2/15/2023.

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

Signed, sealed and dated this 1st day of March, 2023.

Witness Angela Dorris

LT2. LLC
Managing Member Principal

By: Larry L. Britt

U.S. Specialty Insurance Company

Witness Braxton Brumfield

By: Trina Cobb
Trina Cobb Attorney-in-Fact
Resident Mississippi Agent
Fisher Brown Bottrell Insurance, Inc.

U.S. SPECIALTY INSURANCE COMPANY TEXAS

LT2, LLC 300 Fazio Drive Oxford, MS 38655

February, 15, 2023

Ms. Reanna Mayoral, City Engineer
City of Oxford
107 Courthouse Square
Oxford, MS 38655

Re: Bond requirement Phase V of the Grove at Grand Oaks
Oxford, Mississippi

Dear Reanna:

As requested, I am providing the projected cost to finish the final lift of asphalt for the above referenced Phase VII of the Grove at Grand Oaks. All other improvements will be complete by March 7, 2023. The final lift required to complete Morris Drive in Phase VII is listed below:

Morris Drive	504 Tons @ $132.00 =	$ 66,528.00
Striping	LUMP SUM	$ 28,472.00
	Total Estimated Project Cost:	**$ 95,000.00**

Therefore, based on these items of work to be completed, I am requesting to provide a bond in the amount of $142,500.00 (±$95,000.00 x 1.50). This bond will cover the completion of the final lift of asphalt once the City requests it on Morris Drive and the intersection with an unnamed street in Phase VII of the Grove at Grand Oaks Subdivision. If this is acceptable, please sign below so I can provide this information to the bonding company to obtain the bond in the amount of $142,500.00. If you need additional information please feel free to contact my office.

Sincerely,

LT2, LLC

Larry L. Britt, Managing Member

LLB:nen

RM by: JCL

Reanna Mayoral, City Engineer

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Angela Bullie, Peggy L. Jackson, Jerry G. Veazey, Jr., Trina Cobb, Jerry Eugene Horner, Jr., Stephen Wesley Price, Jr., Amanda Jean Charfauros, Taylor Leggett

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ******Unlimited****** Dollars (***unlimited***). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary 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:

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 or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and 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 signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2320307
My Comm. Expires Jan 31, 2024

Signature _____ (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty 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; furthermore, the resolutions of the Boards 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 seals of said Companies at Los Angeles, California this 01 day of MAR, 2023.

Corporate Seals
Bond No. 100199911

Agency No. 14710

_____
Kio Lo, Assistant Secretary

HCCSMANPOA09/2021

visit tmhcc.com/surety for more information

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: July 7, 2026

Re: Request to Approve Change Order No. 1 and Final and Payment Application No. 1 and Final, Punkin Water Plant Demolition Project

---

Engineering recommends approval of Change Order No. 1 & Final and Payment Application No. 1 & Final for the above-captioned project. The project is complete.

The change order increases the contract amount by $**8,244.00**, bringing the **total project amount** to **$137,744.00**.

CHANGE ORDER NO.: 1 & FINAL

Owner:	City of Oxford	Owner's Project No.:	None
Engineer:	Daniels & Associates, Inc.	Engineer's Project No.:	None
Contractor:	Cleveland Construction Co., Inc.	Contractor's Project No.:	
Project:			
Contract Name:	Water Plant Demolition / Punkin Water System		
Date Issued:	June 22, 2026	Effective Date of Change Order:	July 7, 2026

The Contract is modified as follows upon execution of this Change Order: *Increase contract amount for items added and shown on attached sheet CO-1. Increase contract time.*

Description: *Added two 4" valves and a 2" flush hydrant at plant site no. 2 to facilitate disconnection of piping and water plant. Placed limestone at plant site no. 3 where filter tank was removed.*

Attachments: *Sheet CO-1 recapping items added and deleted.*

Change in Contract Price	Change in Contract Times
Original Contract Price: $ 129,500.00	Original Contract Times: Substantial Completion: 85 days (12.24.25) Ready for final payment: 90 days (12.29.25)
[Increase] [~~Decrease~~] from previously approved Change Orders No. 0 to No. 0: $ 0.00	[Increase] [~~Decrease~~] from previously approved Change Orders No. 0 to No. 0 : Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price prior to this Change Order: $ 129,500.00	Contract Times prior to this Change Order: Substantial Completion: 85 days (12.24.25) Ready for final payment: 90 days (12.29.25)
[Increase] [~~Decrease~~] this Change Order: $ 8,244.00	[Increase] [~~Decrease~~] this Change Order: Substantial Completion: 183 days Ready for final payment: 183 days
Contract Price incorporating this Change Order: $ 137,744.00	Contract Times with all approved Change Orders: Substantial Completion: 268 days (06.25.26) Ready for final payment: 273 days (06.30.26)

Recommended by Engineer (if required)	Accepted by Contractor
By: David Daniels	Scotty Cleveland
Title: David Daniels, PE	Scotty Cleveland, President
Date: 6/22/2026	6/22/26
Authorized by Owner	Approved by Funding Agency (if applicable)
By:	
Title: John Crawley, City Engineer	*Not Applicable*
Date:	

EJCDC® C-941, Change Order EJCDC® C-941, Change Order, Rev.1.
Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies and American Society of Civil Engineers. All rights reserved.

06/19/26

Cleveland Construction Inc.
1974 Grays Creek Rd
Hernando, MS 38632

Change Order Request

RE: City of Oxford
Water Plant Demolition for Punkin Water System

Added Tie-in with valves and flush hydrant

Items	Quantity	Unit Price	Total
Materials			
4" valves and boxes	2	$925.00	$1,850.00
4" MJ 90	1	$210.00	$210.00
4" MJ tee	1	$315.00	$315.00
2" Flush hydrant	1	$475.00	$475.00
4"x2" plug	1	$106.00	$106.00
2"x6" brass nipple	1	$28.00	$28.00
4" couplings	2	$65.00	$130.00
4" restaint joint	9	$70.00	$630.00
Total materials			$3,744.00
Equipment/labor			$3,200.00
			$6,944.00
Minus 1 cut and cap not performed			-$750.00
			$6,194.00
Replaced flush hydrant broken during ice storm			$850.00
Load of limestone	1	$1,200.00	$1,200.00
Total Change Order			**$8,244.00**

Pending approval of Change Order No. 1 to Final at the 7/7/26 BOA Meeting
See email

Punkin Water Demo Project

Pay App #1 and Final 6/23/26
458-650-720
$ 137,744.00

FORM APPROVED
OMB NO. 0575-0042

Form RD 1924-18
(Rev. 6-97)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT
FARM SERVICE AGENCY

PARTIAL PAYMENT ESTIMATE

CONTRACT NO.

PARTIAL PAYMENT ESTIMATE NO. 1

PAGE 1st and Final

OWNER: Punkin Water System
City of Oxford, Water Plant Demolition

CONTRACTOR: Cleveland Construction Inc.

PERIOD OF ESTIMATE
FROM 11-20-25 TO 06-22-26

CONTRACT CHANGE ORDER SUMMARY

No.	Agency Approval Date	Amount Additions	Amount Deductions
1	06-22-2026	$8,244.00	
TOTALS		$8,244.00	$0.00
NET CHANGE		$8,244.00	$0.00

ESTIMATE

1. Original Contract	$129,500.00
2. Change Orders	$8,244.00
3. Revised Contract (1 + 2)	$137,744.00
4. Work Completed*	$137,744.00
5. Stored Materials*	
6. Subtotal (4 + 5)	$137,744.00
7. Retainage*	$0.00
8. Previous Payments	$0.00
9. Amount Due (6-7-8)	$137,744.00

** Detailed breakdown attached*

CONTRACT TIME

Original (days) 90
Revised 273
Remaining 8

On Schedule ☑ Yes ☐ No

Starting Date 10/01/2025
Projected Completion 06/22/2026

CONTRACTOR'S CERTIFICATION:
The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.

Contractor Cleveland Construction Inc
By Scotty Cleland, President
Date 06-22-2026

ARCHITECT OR ENGINEER'S CERTIFICATION:
The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Architect or Engineer Daniels & Associates, Inc.
By David Daniels
David Daniels, PE
Date 6/22/2026

APPROVED BY OWNER:

Owner City of Oxford
By John Crawley, PE, City Engineer
Date

ACCEPTED BY AGENCY:
The review and acceptance of this estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents.

By N/A
Title
Date

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information.

RD 1924-18 (Rev. 6-97)

Water Plant Demolition/Punkin Water Systems
City of Oxford

This Period

Cleveland Construction Inc. | Contract | 6/22/2026 | Total to Date

Item	Description	Quantity	Unit Price/lump sum	Amount	Quantity	Amount	Quantit	Amount	% Complet
1	Mobilization	1	$ 10,000.00	$ 10,000.00	1	$ 10,000.00	1	$ 10,000.00	100%
2	Demolition of Water Plant No. 1 on CR217	1	$ 27,000.00	$ 27,000.00	1	$ 27,000.00	1	$ 27,000.00	100%
3	Demolition of Water Plant No. 2 on CR269	1	$ 35,000.00	$ 35,000.00	1	$ 35,000.00	1	$ 35,000.00	100%
4	Demolition of Water Plant No. 3 on Hwy 6	1	$ 32,500.00	$ 32,500.00	1	$ 32,500.00	1	$ 32,500.00	100%
5	Demolition of Water Plant No. 4 on Rock Springs Dr.	1	$ 25,000.00	$ 25,000.00	1	$ 25,000.00	1	$ 25,000.00	100%
6	Change order No. 1 net increase	1	$ 8,244.00	$ 8,244.00	1	$ 8,244.00	1	$ 8,244.00	100%
				$ -		$ -			
	Total			**$ 137,744.00**		**$ 137,744.00**		**$ 137,744.00**	

Outlook

Water Plant Demolition / Punkin Water System

From ddaniels@danielsassociates.com <ddaniels@danielsassociates.com>
Date Tue 6/23/2026 12:54 PM
To John Crawley <john@oxfordms.net>; Rob Neely <rneely@oxfordms.net>
Cc Allison Ferris <allison@oxfordms.net>

2 attachments (2 MB)
Punkin Water Demolition Pay App 1 & Final.pdf; INVOICE 16 PUNKIN WATER ACQUISITION.pdf;

Attached is partial payment request no. 1 and final from Cleveland Construction for the Water Plant Demolition at Punkin Water System. This payment application is pending approval of change order no. 1 & final which I sent to John yesterday. Also attached is my final engineering invoice for work related to the acquisition of the Punkin Water System. All contracts related to Punkin Water are now complete.

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: July 7, 2026

Re: Request to Accept the Low Bid of MC Construction, Sandy Cove Sewer Extension Project

Sealed bids were opened and read aloud on Thursday, June 25, 2026 for the above-captioned project. The low bidder is **MC Construction, LLC** of Oxford, MS, in the amount of **$199,148.00**.

Engineering recommends approval of the low bid as well as proceeding with the project to extend sewer service into an area annexed in 2018. A copy of the certified bid tabulation is attached hereto.

Geotechnical Engineering
Hydraulic Engineering
Civil Engineering
Surveying

276 County Road 101
Oxford, MS 38655
oxford@pecorpms.com

PRECISION ENGINEERING CORPORATION
EST. 1976

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

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

June 26, 2026

Mr. John Crawley, P.E.
City Engineer
City of Oxford
107 Courthouse Square
Oxford, MS 38655

RE: Sandy Cove Sewer Extension
Recommendation for Contract Award

Dear John,

I have enclosed the tabulated Bids for the referenced utility project. We have reviewed the Bids and supplemental information and recommend award to MC Construction, LLC, the low Bidder.

If you have any questions or if you would like to discuss this matter further, please feel free to contact me.

Sincerely,

Paul Koshenina, P.E.
Consulting Engineer
Precision Engineering Corporation

Bid Tabulation

Sandy Cove Sewer Extension

Bid Opening: June 25, 2026, at 2:00 pm

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

Bidder	Company	Address	Certificate #	Contact
1	MC Construction, LLC	32 CR 3066 Oxford, MS 38655	20223-SC	Chad Mclarty 662-816-8109 chad@mccoxford.com
2	A&B Construction	3916 Thaxton Rd Thaxton, MS 38871	22363-SC	Stacey Horton Tel: 662-297-7447 stacey.abconstruct@gmail.com
3	D C Services, LLC	P.O. Box 2293 Oxford, MS 38655	21962-MC	Noah Rust Tel: 662-638-3498 lthornton@dcs-build.com
4	Delta Construction, Inc.	P.O. Box 2293 Oxford, MS 38655	07487-MC	Mary Jack Area Manager 601-543-6733 mary.jack@deltaconinc.com
5	M&N Excavators, Inc.	PO Box 2489 Oxford, MS 38655	26445-MC	Justin Elliott 662-512-8550 Justin.elliott@mnexc.com
6	Four Seasons Enterprises LLC	5822 Canton Park Drive Jackson, MS 39211	19997-MC	Robert Love 601-331-2828 rlove_mhsm@yahoo.com
7	ENSCOR, LLC	5566 Commander Drive Arlington, TN 38002	12345-MC	Jeff Smith 901-867-2297 jeff@enscor.net
8	Eubank Construction Co., Inc.	2011 N. Second Street Booneville, MS 38829	24650-MC	Alan Thompson Tel: 662-728-2046 Fax: 662-728-5182 alan.thompson@ecc-inc.net

Bidder	TOTAL BID	
1	$ 199,148.00	MC Construction, LLC
2	$ 215,100.00	A&B Construction
3	$ 227,509.40	D C Services, LLC
4	$ 249,480.00	Delta Construction, Inc.
5	$ 271,415.94	M&N Excavators, Inc.
6	$ 286,530.00	Four Seasons Enterprises LLC
7	$ 298,330.00	ENSCOR, LLC
8	$ 325,388.00	Eubank Construction Co., Inc.

PRECISION ENGINEERING CORPORATION
1776 N. Lamar Blvd.
Oxford, MS 38655



276 County Road 101
Oxford, MS 38655
oxford@pecorpms.com



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

PROJECT NAME: SANDY COVE SEWER EXTENSION
BID TABULATION DATE: 6-25-2026

ITEM NO	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE TOTAL AMOUNT	A & B CONSTRUCTION UNIT PRICE	A & B CONSTRUCTION TOTAL AMOUNT	D C SERVICES, LLC UNIT PRICE	D C SERVICES, LLC TOTAL AMOUNT	DELTA CONSTRUCTORS INC. UNIT PRICE	DELTA CONSTRUCTORS INC. TOTAL AMOUNT	ENSCOR, LLC UNIT PRICE	ENSCOR, LLC TOTAL AMOUNT	EUBANK CONSTRUCTION CO., INC. UNIT PRICE	EUBANK CONSTRUCTION CO., INC. TOTAL AMOUNT	FOUR SEASONS ENTERPRISES, LLC UNIT PRICE	FOUR SEASONS ENTERPRISES, LLC TOTAL AMOUNT	M&N EXCAVATORS, INC. UNIT PRICE	M&N EXCAVATORS, INC. TOTAL AMOUNT	MC CONSTRUCTION, LLC UNIT PRICE	MC CONSTRUCTION, LLC TOTAL AMOUNT
A. EXCAVATION																					
1	SELECT BACKFILL (MISC. LOCATIONS)	CY (PM)	20.00	$ 26.00	$ 520.00	$ 22.00	$ 440.00	$ 41.30	$ 826.00	$ 20.00	$ 400.00	$ 50.00	$ 1,000.00	$ 50.00	$ 1,000.00	$ 35.00	$ 700.00	$ 32.49	$ 649.80	$ 50.00	$ 1,000.00
2	BEDDING MATERAL	CY (PM)	50.00	$ 72.22	$ 3,611.00	$ 60.00	$ 3,000.00	$ 82.60	$ 4,130.00	$ 75.00	$ 3,750.00	$ 90.00	$ 4,500.00	$ 65.00	$ 3,250.00	$ 120.00	$ 6,000.00	$ 143.86	$ 7,193.00	$ 75.00	$ 3,750.00
3	TRENCH SAFETY (>5 FT DEPTH)	LS	1.00	$ 1,950.00	$ 1,950.00	$ 3,000.00	$ 3,000.00	$ 2,950.00	$ 2,950.00	$ 1,500.00	$ 1,500.00	$ 1,000.00	$ 1,000.00	$ 15,000.00	$ 15,000.00	$ 7,000.00	$ 7,000.00	$ 3,985.74	$ 3,985.74	$ 5,000.00	$ 5,000.00
4	CLEARING & GRUBBING	LS	1.00	$ 6,500.00	$ 6,500.00	$ 3,200.00	$ 3,200.00	$ 3,540.00	$ 3,540.00	$ 15,000.00	$ 15,000.00	$ 10,000.00	$ 10,000.00	$ 8,000.00	$ 8,000.00	$ 6,000.00	$ 6,000.00	$ 6,184.23	$ 6,184.23	$ 5,000.00	$ 5,000.00
SUB - TOTAL EXCAVATION					**$ 12,581.00**		**$ 9,640.00**		**$ 11,446.00**		**$ 20,650.00**		**$ 16,500.00**		**$ 27,250.00**		**$ 19,700.00**		**$ 18,012.77**		**$ 14,750.00**
B. SANITARY SEWER SYSTEM																					
5	6" SDR-26 PVC PIPE (OPEN CUT) (SERVICE)	LF	300.00	$ 30.00	$ 9,000.00	$ 38.00	$ 11,400.00	$ 36.58	$ 10,974.00	$ 25.00	$ 7,500.00	$ 65.00	$ 19,500.00	$ 50.00	$ 15,000.00	$ 30.00	$ 9,000.00	$ 46.88	$ 14,064.00	$ 25.00	$ 7,500.00
6	8" SDR-26 PVC PIPE (OPEN CUT) (0' - 6')	LF	660.00	$ 45.00	$ 29,700.00	$ 55.00	$ 36,300.00	$ 47.20	$ 31,152.00	$ 55.00	$ 36,300.00	$ 85.00	$ 56,100.00	$ 100.00	$ 66,000.00	$ 50.00	$ 33,000.00	$ 64.88	$ 42,820.80	$ 40.00	$ 26,400.00
7	PROPOSED 48" DIA. SEWER MANHOLE (0' - 6')	EA	3.00	$ 4,800.00	$ 14,400.00	$ 6,200.00	$ 18,600.00	$ 5,345.40	$ 16,036.20	$ 7,800.00	$ 23,400.00	$ 6,650.00	$ 19,950.00	$ 8,000.00	$ 24,000.00	$ 6,000.00	$ 18,000.00	$ 6,954.19	$ 20,862.57	$ 4,000.00	$ 12,000.00
8	PROPOSED 48" DIA. SEWER MANHOLE (>6')	VF	2.00	$ 375.00	$ 750.00	$ 300.00	$ 600.00	$ 2,360.00	$ 4,720.00	$ 625.00	$ 1,250.00	$ 7,000.00	$ 14,000.00	$ 170.00	$ 340.00	$ 1,100.00	$ 2,200.00	$ 310.06	$ 620.12	$ 4,500.00	$ 9,000.00
9	TIE TO EXISTING SEWER MANHOLE	EA	1.00	$ 1,700.00	$ 1,700.00	$ 1,500.00	$ 1,500.00	$ 2,950.00	$ 2,950.00	$ 3,250.00	$ 3,250.00	$ 5,000.00	$ 5,000.00	$ 6,000.00	$ 6,000.00	$ 2,100.00	$ 2,100.00	$ 2,452.05	$ 2,452.05	$ 1,000.00	$ 1,000.00
10	6" SEWER CLEANOUT	EA	8.00	$ 410.00	$ 3,280.00	$ 500.00	$ 4,000.00	$ 1,180.00	$ 9,440.00	$ 650.00	$ 5,200.00	$ 1,500.00	$ 12,000.00	$ 1,700.00	$ 13,600.00	$ 950.00	$ 7,600.00	$ 1,294.23	$ 10,353.84	$ 500.00	$ 4,000.00
11	COATED COPPER TRACER WIRE (GREEN)	LF	660.00	$ 0.26	$ 171.60	$ 0.50	$ 330.00	$ 1.77	$ 1,168.20	$ 0.50	$ 330.00	$ 0.50	$ 330.00	$ 0.30	$ 198.00	$ 0.50	$ 330.00	$ 0.23	$ 151.80	$ 0.30	$ 198.00
12	VIDEO INSPECTION	LS	1.00	$ 1,500.00	$ 1,500.00	$ 3,500.00	$ 3,500.00	$ 2,950.00	$ 2,950.00	$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00	$ 2,500.00	$ 2,500.00	$ 5,500.00	$ 5,500.00	$ 3,165.00	$ 3,165.00	$ 3,000.00	$ 3,000.00
SUB - TOTAL SANITARY SEWER SYSTEM					**$ 60,501.60**		**$ 76,230.00**		**$ 79,390.40**		**$ 82,230.00**		**$ 129,880.00**		**$ 127,638.00**		**$ 77,730.00**		**$ 94,490.18**		**$ 63,098.00**
C. STORM SEWER SYSTEM																					
13	24" HDPE N12 STORM DRAIN REPLACEMENT	LF	100.00	$ 58.50	$ 5,850.00	$ 145.00	$ 14,500.00	$ 67.26	$ 6,726.00	$ 65.00	$ 6,500.00	$ 100.00	$ 10,000.00	$ 50.00	$ 5,000.00	$ 76.00	$ 7,600.00	$ 77.97	$ 7,797.00	$ 60.00	$ 6,000.00
SUB - TOTAL STORM SEWER SYSTEM					**$ 5,850.00**		**$ 14,500.00**		**$ 6,726.00**		**$ 6,500.00**		**$ 10,000.00**		**$ 5,000.00**		**$ 7,600.00**		**$ 7,797.00**		**$ 6,000.00**
D. STREET PAVING																					
14	PAVEMENT REMOVAL (ASPHALT)	SY	1,300.00	$ 12.00	$ 15,600.00	$ 7.00	$ 9,100.00	$ 10.62	$ 13,806.00	$ 9.00	$ 11,700.00	$ 10.00	$ 13,000.00	$ 4.00	$ 5,200.00	$ 15.00	$ 19,500.00	$ 5.47	$ 7,111.00	$ 5.00	$ 6,500.00
15	PAVEMENT REPLACEMENT (3.5" ASPHALT)	SY	1,300.00	$ 30.00	$ 39,000.00	$ 40.00	$ 52,000.00	$ 41.30	$ 53,690.00	$ 40.00	$ 52,000.00	$ 48.00	$ 62,400.00	$ 40.00	$ 52,000.00	$ 50.00	$ 65,000.00	$ 62.67	$ 81,471.00	$ 35.00	$ 45,500.00
16	CRUSHED LIMESTONE	TONS	320.00	$ 65.00	$ 20,800.00	$ 64.00	$ 20,480.00	$ 70.80	$ 22,656.00	$ 70.00	$ 22,400.00	$ 70.00	$ 22,400.00	$ 100.00	$ 32,000.00	$ 120.00	$ 38,400.00	$ 96.66	$ 30,931.20	$ 75.00	$ 24,000.00
17	DRIVEWAY REMOVAL (CONCRETE)	SF	1,000.00	$ 3.00	$ 3,000.00	$ 6.00	$ 6,000.00	$ 5.90	$ 5,900.00	$ 4.00	$ 4,000.00	$ 5.00	$ 5,000.00	$ 4.00	$ 4,000.00	$ 7.00	$ 7,000.00	$ 4.48	$ 4,480.00	$ 5.00	$ 5,000.00
18	DRIVEWAY REPLACEMENT (CONCRETE)	SF	1,000.00	$ 6.00	$ 6,000.00	$ 9.00	$ 9,000.00	$ 10.03	$ 10,030.00	$ 8.00	$ 8,000.00	$ 16.00	$ 16,000.00	$ 10.00	$ 10,000.00	$ 20.00	$ 20,000.00	$ 7.54	$ 7,540.00	$ 10.00	$ 10,000.00
SUB - TOTAL STREET PAVING					**$ 84,400.00**		**$ 96,580.00**		**$ 106,082.00**		**$ 98,100.00**		**$ 118,800.00**		**$ 103,200.00**		**$ 149,900.00**		**$ 131,533.20**		**$ 91,000.00**
E. MISCELLANEOUS ITEMS																					
19	EROSION AND SEDIMENTATION CONTROL	LS	1.00	$ 6,000.00	$ 6,000.00	$ 1,000.00	$ 1,000.00	$ 2,360.00	$ 2,360.00	$ 5,250.00	$ 5,250.00	$ 1,500.00	$ 1,500.00	$ 5,500.00	$ 5,500.00	$ 2,000.00	$ 2,000.00	$ 1,253.52	$ 1,253.52	$ 3,000.00	$ 3,000.00
20	TRAFFIC CONTROL	LS	1.00	$ 15,000.00	$ 15,000.00	$ 4,000.00	$ 4,000.00	$ 2,950.00	$ 2,950.00	$ 900.00	$ 900.00	$ 3,000.00	$ 3,000.00	$ 15,000.00	$ 15,000.00	$ 3,000.00	$ 3,000.00	$ 8,787.96	$ 8,787.96	$ 5,000.00	$ 5,000.00
21	SEED & MULCH	ACRE	1.00	$ 4,000.00	$ 4,000.00	$ 1,500.00	$ 1,500.00	$ 1,180.00	$ 1,180.00	$ 2,250.00	$ 2,250.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 1,200.00	$ 1,200.00	$ 1,038.25	$ 1,038.25	$ 2,000.00	$ 2,000.00
22	BERMUDA SOD	SY	300.00	$ 6.50	$ 1,950.00	$ 8.00	$ 2,400.00	$ 5.31	$ 1,593.00	$ 12.00	$ 3,600.00	$ 8.00	$ 2,400.00	$ 6.00	$ 1,800.00	$ 8.00	$ 2,400.00	$ 4.87	$ 1,461.00	$ 6.00	$ 1,800.00
23	MOBILIZATION	LS	1.00	$ 7,000.00	$ 7,000.00	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 20,000.00	$ 20,000.00	$ 10,000.00	$ 10,000.00	$ 30,000.00	$ 30,000.00	$ 15,000.00	$ 15,000.00	$ 3,120.06	$ 3,120.06	$ 7,500.00	$ 7,500.00
24	200 LB RIP RAP (DITCH PROTECTION)	TONS	50.00	$ 75.00	$ 3,750.00	$ 85.00	$ 4,250.00	$ 115.64	$ 5,782.00	$ 200.00	$ 10,000.00	$ 75.00	$ 3,750.00	$ 150.00	$ 7,500.00	$ 160.00	$ 8,000.00	$ 78.44	$ 3,922.00	$ 100.00	$ 5,000.00
SUB - TOTAL MISCELLANEOUS ITEMS					**$ 37,700.00**		**$ 18,150.00**		**$ 23,865.00**		**$ 42,000.00**		**$ 23,150.00**		**$ 62,300.00**		**$ 31,600.00**		**$ 19,582.79**		**$ 24,300.00**

	ENGINEER'S ESTIMATE	A & B CONSTRUCTION	D C SERVICES, LLC	DELTA CONSTRUCTORS INC.	ENSCOR, LLC	EUBANK CONSTRUCTION CO., INC.	FOUR SEASONS ENTERPRISES, LLC	M&N EXCAVATORS, INC.	MC CONSTRUCTION, LLC
SUMMARY									
A. EXCAVATION	$ 12,581.00	$ 9,640.00	$ 11,446.00	$ 20,650.00	$ 16,500.00	$ 27,250.00	$ 19,700.00	$ 18,012.77	$ 14,750.00
B. SANITARY SEWER SYSTEM	$ 60,501.60	$ 76,230.00	$ 79,390.40	$ 82,230.00	$ 129,880.00	$ 127,638.00	$ 77,730.00	$ 94,490.18	$ 63,098.00
C. STORM SEWER SYSTEM	$ 5,850.00	$ 14,500.00	$ 6,726.00	$ 6,500.00	$ 10,000.00	$ 5,000.00	$ 7,600.00	$ 7,797.00	$ 6,000.00
D. STREET PAVING	$ 84,400.00	$ 96,580.00	$ 106,082.00	$ 98,100.00	$ 118,800.00	$ 103,200.00	$ 149,900.00	$ 131,533.20	$ 91,000.00
E. MISCELLANEOUS ITEMS	$ 37,700.00	$ 18,150.00	$ 23,865.00	$ 42,000.00	$ 23,150.00	$ 62,300.00	$ 31,600.00	$ 19,582.79	$ 24,300.00
TOTAL BID:	**$ 201,032.60**	**$ 215,100.00**	**$ 227,509.40**	**$ 249,480.00**	**$ 298,330.00**	**$ 325,388.00**	**$ 286,530.00**	**$ 271,415.94**	**$ 199,148.00**

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

CC: Hollis Green, COO

Date: July 7, 2026

Re: Request to Accept Reverse Auction Bid of TAG Truck Center, 14 Yard Dump Truck with Snow Plow

---

Engineering requests permission to accept the low reverse auction bid of **TAG Truck Center** in the amount of **$238,200.00** for the above-captioned piece of machinery. This item is included in the Street Department budget at $240,000.00.

Please see attached.

City of Oxford

14 Yard Dump Truck with Snow Plow
Reverse Auction Bid Tabulation

Reverse Auction Start Date/Time	Wednesday, June 10, 2026 at 10:00 AM
Reverse Auction End Date/ Time	Wednesday, June 10, 2026 at 10:30 AM

Bid Results		
Vendor	**Bid Price**	**Delivery Lead Time**
TAG Truck Center	$ 238,200.00	Late October 2026 Delivery

Bid rejected due to longer delivery (11 months)

REQUEST FOR
Unpriced Technical Proposals

To provide

14 Yard Dump Truck with Snow Plow

A Reverse Auction for
The City of Oxford, Mississippi

THE CITY OF
OXFORD

BID MANAGEMENT CONTACT:
PH Bidding Group
bids@phbidding.com
662-407-0195

Publication Dates: May 20, 2026, and May 27, 2026
Unpriced Responses Due: June 5, 2026, at 10:00 AM
Reverse Auction: June 10, 2026, at 10:00 AM

ADVERTISEMENT FOR PROPOSALS

Notice is hereby given that the City of Oxford will receive unpriced technical proposals to prequalify vendors for:

14 Yard Dump Truck with Snow Plow

The deadline for receipt of unpriced technical proposals is **June 5, 2026, at 10:00 AM**, local time. Unpriced proposals, including the Specification Response Form and all other documents, shall be submitted electronically at www.oxfordmsbids.com.

Pursuant to MS Code 31-7-13 and House Bill 1109, this commodity will be procured through a multi-step procurement process, including a Reverse Auction. In Phase One, unpriced technical proposals are evaluated for potential acceptability based upon pre-determined criteria. In Phase Two, only those bidders whose technical proposals are determined acceptable shall be invited to provide priced bids for consideration. The City of Oxford encourages vendor participation in this multi-step process. Complete instructions are provided in the specifications package.

Specifications and detailed instructions regarding the bid process may be obtained by visiting the website www.oxfordmsbids.com. Specification response forms, along with all other required information detailed in the bid instructions, should be submitted no later than **10:00 AM on June 5, 2026,** per the detailed bid instructions. Unpriced Specification Response submissions will be evaluated, and vendors meeting the required specifications will be invited to participate in the **Electronic Reverse Auction process on June 10, 2026, at 10:00 AM.** The City of Oxford reserves the right to extend the response or auction date, if necessary, to complete the pre-qualification process. Pricing will only be accepted from qualified bidders during the reverse auction process. For questions related to the electronic bidding process, please call PH Bidding Group at 662-407-0195.

The City of Oxford is an equal opportunity employer and hereby notifies all bidders that it will affirmatively ensure that, in any contract entered into pursuant to this advertisement, minority business enterprises 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, sex, age, disability or national origin in consideration for an award.

The City of Oxford reserves the right to reject any and all bids, waive technicalities, informalities or irregularities in the bids received, solicit new bids or to choose that bid which is deemed to be in the best interest of the City of Oxford.

Leslie McCormick
City of Oxford, City Clerk

Publishing Dates: May 20, 2026, and May 27, 2026

INFORMATION FOR BIDDERS

14 Yard Dump Truck with Snow Plow

I. General Bidder Requirements/Information

The City of Oxford is looking to purchase a 14 Yard Dump Truck with a snow plow. The City of Oxford will accept unpriced proposals for pre-qualification until **June 5, 2026, at 10:00 AM**, local time. The unpriced specification responses may be submitted electronically at www.oxfordmsbids.com. The responses will be evaluated, and vendors meeting the required specifications will be invited to participate in the online reverse auction process on **June 10, 2026, at 10:00 AM**, local time. All unpriced proposals must be equal in performance and quality to the specifications.

1. The City of Oxford reserves the right to reject any and all bids, to waive any informalities in the bid, or award the bid to whomsoever they may choose.
2. The specifications, as stated, are minimum requirements and may be exceeded by the bidder. Additional consideration may be given for exceeding the minimum requirements and all bids will be evaluated against the specifications set forth in this bid package.
3. A manufacturer's part or item numbers may be shown only to describe the item and to determine the level of acceptable quality. Other manufacturer's "equal" items may be bid. The acceptance of "equal" items lies with the City of Oxford whose decision shall be final. All items shall be delivered FOB to the location specified on the purchase request in , Oxford, Mississippi.
4. All bid prices shall be net, FOB destination, with transportation charges prepaid by vendor.
5. Delivery will be a consideration in the awarding of this bid.
6. The burden of proof of specifications is the responsibility of the bidder.
7. The City of Oxford will reject any and all bids that include an escalation charge or clause (including fuel surcharges).

II. BID PROCESS

THIS IS A MULTI-STEP PROCUREMENT PROJECT TO BE COMPLETED IN TWO SEPARATE PHASES.

Phase One is the solicitation and receipt of unpriced technical proposals for consideration. The deadline for receipt of technical proposals is **June 5, 2026, at 10:00 AM CST.**

Phase Two is the Reverse Auction Event in which bidders will provide priced bids for the items requested, based upon their approved technical proposal. If your unpriced technical proposal is approved as acceptable, you will be invited to enter the Reverse Auction Event and assigned a username and password for access to the online bidding site by PH Bidding Group. PH Bidding Group can be contacted at www.oxfordmsbids.com or by calling 662-407-0195. The reverse auction will begin on **June 10, 2026, at 10:00 AM CST**.

III. SUBMISSION OF UNPRICED TECHNICAL PROPOSALS

There are several documents to submit in order to be considered for invitation to participate in the Reverse Auction and possible award on this product. Proposals shall contain all documentation as listed in the instructions to bidders.

It is understood that bidders who submit proposals have read, understood and accepted these specifications as written, and by submitting a proposal, agree to meet the specifications as written. Proposal modifications, alterations or corrections received after the closing time specified shall not be considered. Proposals must remain valid for a minimum of sixty (60) days from the opening date. The City of Oxford is a Tax-Exempt Government Entity.

To be considered, unpriced technical proposals must be signed by an owner or authorized officer or manager of the bidding company. It is the bidder's responsibility to ensure timely and complete proposals are received with all required documentation included. Late and/or incomplete proposals will not be considered.

If you are selected to receive an invitation to provide priced bids, complete instructions for submitting priced bids shall be provided in the invitation.

IV. QUESTIONS

Failure to examine any specifications and instructions will be at the bidder's risk. All procedural and technical questions, or if the attached specifications are incomplete, not clear, or not standardized, shall be made in writing, and addressed to the following:

General questions regarding this request should be directed to Leslie McCormick, City Clerk, at the City of Oxford, 107 Courthouse Square Oxford, MS 38655. The phone number is 662-236-1310. Email: Leslie@oxfordms.net

For questions concerning the technical specifications, prospective bidders may contact Russ Heard with the City of Oxford at (662) 232-2306 or rheard@oxfordms.net.

For questions related to the electronic bidding process, please call PH Bidding Group at 662-407-0195. No oral explanations by any member of the City of Oxford nor City of Oxford staff will be binding.

Receipt of addenda must be acknowledged in writing. Submitting vendors shall be responsible for ensuring that they have received any and all addenda.

V. INSTRUCTIONS FOR ELECTRONIC SUBMISSIONS

The following information applies to all proposals. The documents listed below must be included in your unpriced response. The preferred method for receiving responses is via electronic submission at www.oxfordmsbids.com

UNPRICED PROPOSAL SUBMISSION BY ELECTRONIC MEANS:

Log in at www.oxfordmsbids.com and perform the following steps:

A. Scan in all required documentation as a pdf file.
B. On the left side of the webpage, click on "Public bids".
C. Click on the appropriate bid that you will be participating in.
D. Click on the "Submit Bid" tab.
   1. Fill in your profile information (or check for accuracy if auto-populated).
   2. Under the "PDF Attachments section" Drag and drop your pdf file into the box as outlined or click on the "click here" link inside the submission box to find your file.
   3. Under the "Review and Verify" section, click the box agreeing to the terms and conditions.
   4. Click "Submit" when you are ready to submit your file.
   5. You will receive confirmation when your response has been submitted. If you do not receive a response, your submission has not been received. If you have questions about whether the response was received, you can contact bids@phbidding.com or call 662-407-0195.
E. Once submitted and the solicitation period has ended, The City of Oxford will review all solicitations, and all approved bidders will be able to take part in the reverse auction process once it begins. *Note: The reverse auction will take place at www.phbidding.procureclix.com. Separate registration for usage to the reverse auction site is required. If you are approved to participate in the reverse auction, detailed instructions will be sent to you.*
F. The bid submission can be retracted at any time prior to the bid opening time.

The following items should be included in the electronic submission:

1. Completed Response Form
2. Product Brochures
3. Warranty Information
4. PH Bidding Supplier Agreement
5. Any other information the vendor would like the City of Oxford to consider.

VI. PROPOSAL OPENING

Proposal openings, whether electronic or traditional paper method, shall be conducted any time after they are received. From that point forward, proposals will be considered under advisement. The City of Oxford may conduct written or oral discussions with potential bidders.

Pricing will only be accepted through the Reverse Auction process by vendors that are approved through the multi-step process. Unpriced proposal openings shall be conducted any time after they are received. From that point forward, unpriced proposals will be considered under advisement. The City of Oxford may conduct written or oral discussions with potential bidders. The City of Oxford reserves the right to determine responsive offers or proposals, waive minor informalities in the process, reject any and all offers or proposals, and to invite priced bids from those companies believed most advantageous to The City of Oxford.

It is understood that bidders who submit proposals have read, understood and accepted these specifications as written, and by submitting a proposal, agree to meet the specifications as written. Proposal modifications, alterations or corrections received after the closing time specified shall not be considered. Proposals must remain valid for a minimum of 60 days from the opening date. The City of Oxford is a Tax-Exempt Government Entity.

If you are selected to receive an invitation to provide priced bids, complete instructions for participation in the reverse auction and submitting priced bids shall be provided in the invitation.

VII. REVERSE AUCTION

Vendors submitting their unpriced proposals before the bid deadline and meeting the minimum specifications will be invited to participate in the Online Reverse Auction. The reverse auction will begin on **June 10, 2026, at 10:00 AM CST**. Full instructions regarding registering for the reverse auction will be included in the invitation.

The Online Reverse Auction is an auction event in which bidders submit pricing in a decreasing manner. In the City of Oxford Reverse Auctions, all bidders will be able to see and consider their competitors' bids and decide if additional bidding is necessary on their part.

There is no advantage for a bidder to wait until near closing time of the auction to place a bid. Any bid placed during the last 5 minutes of the bidding time window will cause an automatic 5-minute extension of time. Each additional bid after that will cause another 5-minute extension and will continue until 5 minutes have gone by without a bid. At that point, the system will shut down and the auction will end.

More information regarding the live Reverse Auction event will be provided in the invitation to participate

SPECIFICATIONS 14 Yard Dump Truck with Snow Plow				
Item #	Chassis	ACKNOWLEDGE		VARIANCE
		YES	NO	
1.1	New year model Freightliner M2 106 Plus chassis (or equivalent)	X		
1.2	Set-back axle truck with trailer towing provision at the end of the frame (SAE J560 compliant).	X		
1.3	Left-hand primary steering configuration.	X		
1.4	Chassis configured for general service, pickup/delivery, and short-haul operations.	X		
1.5	GVWR: 39,000 lbs; GCWR: 80,000 lbs.	X		
1.6	Front axle load capacity: 16,000 lbs; Rear axle load capacity: 23,000 lbs.	X		
1.7	Cummins L9 or equivalent engine with 300 HP @ 2200 RPM, 860 lb-ft torque @ 1200 RPM.	X		
1.8	Allison 3000 RDS automatic transmission with PTO provision	X		
1.9	Transmission cooler integrated into the radiator end tank.	X		
1.10	Air brake system with WABCO 4S/4M ABS and traction control (or equal)	X		
1.11	The truck shall be equipped with the EZ Trac hydraulic all-wheel drive (AWD) system or approved equivalent.	X		
1.12	The system shall provide on-demand front wheel traction assistance for off-road use, mud, sand, snow, and other low-traction conditions without requiring a mechanical front drive axle, transfer case, or front driveline components.	X		
1.13	Reinforced steel frame (11/32" x 3-1/2" x 10-15/16") with 120,000 psi tensile strength.	X		
1.14	8" bolt-on front frame extension for equipment mounting.	X		
1.15	Minimum 70-gallon rectangular aluminum fuel tank.	X		
1.16	Front and rear air disc brakes with non-asbestos linings.	X		
1.17	Meritor 23,000 lb single rear axle with 5.63 axle ratio or equivalent.	X		
1.18	Cab interior with professional trim, cloth seats, and ergonomic controls.	X		
1.19	Air conditioning, heater, and defroster with high-capacity blower.	X		
1.20	Cab-mounted fire extinguisher.	X		
1.21	LED lighting for headlights, marker lights, and turn signals.	X		
1.22	Dual heated and remote-adjustable mirrors with 8" convex mirrors.	X		
1.23	Roof-mounted dual air horns.	X		
1.24	Electronic shift control, dash-mounted.	X		

Item #	Dump Body	ACKNOWLEDGE		VARIANCE
		YES	NO	
2.1	14' dump body compatible with chassis having a 132" usable CA	X		
2.2	Durable 14' dump box with 24" Sides, 36" Rear, 3/16" AR450 Front, Sides, Rear, and floor.	X		
2.3	Straight tailgate	X		
2.4	Side Height 24"	X		
2.5	Rear Height 36"	X		
2.6	Heavy Duty hoist system (minimum 25-ton capacity with air operated tailgate)	X		
2.7	1/2 cab shield	X		
2.8	Treated lumber top boards (2x8)		X	Do not Provide
2.9	Mudflaps and brackets for debris control	X		
2.10	30-ton pintle hitch with ¾" hitch plate and 3/4" D-Rings	X		
2.11	8" rear apron	X		
2.12	PTO for Allison 3000 automatic transmission with air shift controls in cab	X		
2.13	25-gallon hydraulic reservoir with necessary plumbing	X		
2.14	LED Safety flashers. Two (2) mounted on front of headache rack, Two (2) mounted on rear of body, Two (2) mounted at front of vehicle.	X		
2.15	LED DOT lighting for compliance	X		
2.16	Body Primed and Painted black	X		
Item #	**Snow Plow**	**ACKNOWLEDGE**		**VARIANCE**
		YES	**NO**	
3.1	Front plow and hitch package with frame extensions for chassis.	X		
3.2	Hitch must be universal tilt with 2-hole pin lugs (30.5" centers), including fold-down and extendable lift arm.	X		
3.3	30-1/2" pin-type swivel with hardware	X		
3.4	3" x 10" lift cylinder	X		
3.5	10' plow moldboard assembly with reinforced design for heavy duty applications	X		
3.6	Push frame assembly with hose kit for hydraulic connections.	X		
3.7	Compression spring arms for plow stability	X		
3.8	Two – Chain lift system for plow adjustment	X		
3.9	12" Rubber deflector installed on plow	X		
3.10	36" plow markers, orange plastic or equivalent	X		
3.11	Parking jack for plow push frame	X		
3.12	5/8" x 8" x 120" 12-hole top punch steel cutting edge with hardware.	X		
3.13	Cushion valve for reverse circuit to protect hydraulic system.	X		
3.14	Electric-over-hydraulic snow plow power unit.	X		
3.15	Installation of plow lights (LED) with mounting brackets, electrical components, and required hood modifications.	X		

Item #	Warranty Details	ACKNOWLEDGE YES	ACKNOWLEDGE NO	VARIANCE
4.1	State Warranty Below: Snow-Plow: See attached VCM Warranty for equipment only Dump Body: See attached VCM Warranty for equipment only Chassis:			
4.2	Delivery Time- *State Estimated Delivery time of completed truck below* 14 months after receipt of order			

End of Specifications

TRUCK INFORMATION

Chassis Make/Model/ Year Freightliner M2 106 (new year model)

Engine Offered Cummins

Snow Plow Manufacturer Viking Cives Mid west

Body Manufacturer/ Model Viking Cives Mid west

ADDENDA ACKNOWLEDGEMENT

Addendum 1: _____ Date: _____

Addendum 2: _____ Date: _____

Addendum 3: _____ Date: _____

Addendum 4: _____ Date: _____

BIDDER INFORMATION

Company Viking Cives Midwest

Physical Address 22956 US 61, Oran, MO 63771

Billing Address P.O. Box 295

City Morley State MO Zip 63767

Phone (573) 419-2788 Email CPobst@vikingcives.com

Authorized Agent Name Chris Pobst

Title Sales

Signature Chris Pobst

If you will require technical assistance for the submission of the specification response or the reverse auction process, this will require you to either contact PH Bidding Group at least one day prior to the specification response deadline or the reverse auction date.

Supplier Agreement

INTENT AND CONTACT

This document shall detail the conditions upon which a supplier, contractor, vendor or other individual, business or corporation seeking to do business with any client who has contracted, whether verbally, by resolution or any other means with PH Bidding Group for the use of its reverse auction platform shall be allowed to utilize the PH Bidding Group Reverse Auction Platform located at www.phbidding.procureclix.com. Only through completion of this document and unconditional agreement to this agreement in its entirety will you or your assigns, agents or employees or other designees be allowed to utilize this platform to submit pricing to the client(s) of PH Bidding Group.

This Agreement contains provisions for an administrative fee, discussed in Section 16.

PH Bidding Group hereby agrees to all sections contained within which outline its obligations and responsibilities.

PH Bidding Group Contact information is:
PH Bidding Group
605 West Main Street
Tupelo, MS 38804
662.407.0195
bids@phbidding.com

TERMS OF USE

Reverse Auction and Strategic Procurement Software – One Time Use Agreement for Suppliers Only

If you have difficulty in completing this document, email us at bids@phbidding.com or call us direct at 662.407.0195.

By participating in the reverse auction procurement process initiated by PH Bidding Group and its strategic partner(s), you agree that you have accepted this agreement in its entirety, without exception, and that you, your representatives, and assigns agree to the following terms, statements and conditions:

Definitions:

"PH Bidding Group" shall mean the provider of a Reverse Auction Event Platform used in conjunction with Buyers to negotiate pricing on desired service, goods or information.

Initials CA

"You", "Supplier" or "Suppliers" shall mean anyone signing this agreement that will use or direct the use of PH Bidding Group's Reverse Auction Event Platform for the purpose of selling services, goods or information to Buyers who retain the services of PH Bidding Group.

"Buyer" shall mean any client or customer of PH Bidding Group who chooses or has chosen in the past to procure using a Reverse Auction Event Platform or information provided by or in conjunction with PH Bidding Group.

"Reverse Auction Event Platform" shall mean the platform accessed within or from or in conjunction with the website address at www.phbidding.procureclix.com which is used by various Buyers to procure services, goods or information.

1.) All information related to bids, projects, specifications, and terms of sale to potential clients of PH Bidding Group are based on information received directly from the client and not necessarily approved by PH Bidding Group. PH Bidding Group makes no warranty concerning information approved by its clients for use in reverse auction events.

2.) PH Bidding Group cannot and will not be held liable for delays in reverse auction events, server failures or changes in scheduling for reverse auction events.

3.) You acknowledge that PH Bidding Group is merely the conduit through which pricing is achieved for the benefit of our clients, and not an endorsement of our clients' creditworthiness, ability to perform upon a contract or agreement, nor the proper use of materials, equipment or any other service or goods purchased through the use of our reverse auction software. PH Bidding Group shall not be held liable clients' failure to perform or award upon a given reverse auction event. All agreements that arise between suppliers and buyers are then the sole responsibility of those two parties, wherein PH Bidding Group shall be indemnified.

4.) This agreement shall be good for a one-time use of PH Bidding Group's reverse auction strategic procurement solution. Only through acceptance of this agreement are you permitted to utilize the bidding platform. If you violate any of the terms of any part of this agreement, PH Bidding Group may, in its sole and absolute discretion, terminate your ability to access the platform. If PH Bidding Group terminates your access to the reverse auction software for any reason, neither you nor your assigns, affiliates, employers, employees or subsidiaries or beneficiaries shall have a claim against PH Bidding Group, its employees, assigns or beneficiaries.

5.) PH Bidding Group shall provide basic training and basic instruction concerning operation of the supplier side functions of its reverse auction software, which is operated entirely online. Supplier shall be solely responsible for his or her attendance to this training. PH Bidding Group shall make reasonable efforts to accommodate training to Supplier's schedule, but Supplier acknowledges that he or she is ultimately solely responsible for attendance. Supplier agrees not to attempt to reverse engineer, model or copy this software.

6.) It shall be the supplier's responsibility to comply fully with terms and conditions set forth by clients of PH Bidding Group, and to ensure that supplier conduct falls within state purchasing laws.

7.) It shall be the sole and absolute responsibility of the Supplier to meet all deadlines for specification responses and sample presentations or the attending of any pre-bid conferences, or any other functions as may be required from time to time by either PH Bidding Group or the Buyer. Failure to meet any of these deadlines or appointments does not entitle the supplier to an extension of the deadline or a delay in the scheduled date of the reverse auction event.

Initials CP

8.) Supplier shall also be solely responsible for his own access to the Internet. If Supplier has no access to the Internet and is unable to locate access on his own, PH Bidding Group may, at its sole and absolute discretion, assist Supplier in locating sufficient Internet access for the purposes of participating in a contemplated Reverse Auction Event. Supplier also agrees that he is solely responsible for using his access to the Internet in a responsible manner in conjunction with this Reverse Auction Event so as not to intentionally interfere with another Supplier's access to the Reverse Auction Event.

9.) It shall be the sole and absolute responsibility of the supplier to ensure that it meets all state and federal regulations with respect to product offerings and its ability to offer such items or services.

10.) Suppliers agree that all information they provide shall be accurate and truthful. PH Bidding Group shall take reasonable precautions deemed necessary in its sole and absolute discretion to protect and safeguard that information but shall not be held liable in the event of a breach of that security. PH Bidding Group does not guarantee either the validity of your information or the safety of the information you provide. In the event your information becomes compromised, PH Bidding Group will issue you a new password.

11.) Supplier agrees that he has no right to transfer this one-time use license.

12.) Supplier agrees that he shall have no claim against PH Bidding Group for any virus that may infect the hardware or software of the supplier as a direct or indirect result from the use or perceived use of PH Bidding Group's reverse auction software.

13.) Supplier agrees that his sole remedy if supplier determines he dislikes the reverse auction process or service is to stop using the service.

14.) Supplier agrees that he will neither share nor leak his password to the service for the purpose of allowing competitors of PH Bidding Group to view the reverse auction process or allow unauthorized persons to view a Reverse Auction Event for the purpose of providing information to other unauthorized users, regardless of intent or consequence. In the event of a breach of this section of the agreement, PH Bidding Group may, in its sole and absolute discretion, remove access to the Reverse Auction Event or any other portion of Internet based material from the Supplier.

15.) Supplier agrees that in the event of an Internet or server failure on the side of PH Bidding Group, arrangements may be made by PH Bidding Group in conjunction with the buyer for an alternate date for the Reverse Auction Event. Suppliers shall have no claim against PH Bidding Group, its employees, assigns or beneficiaries.

16.) An investment of time and financial resources is necessary for the continued operation of Reverse Auction Events run on PH Bidding Group platform. Therefore, a transaction fee based solely upon the final awarded purchase price shall be charged to the supplier. This transaction fee shall be self-assessed by the Supplier, who, by participating or reviewing or viewing PH Bidding Group's Reverse Auction Platform, website or information prepared by or in conjunction with PH Bidding Group, acknowledges receipt of service from PH Bidding Group regardless of the means of the final arrangement of pricing, whether through PH Bidding Group's Reverse Auction Event or other direct negotiations or bids. Supplier agrees that if he or she at any time has used the Reverse Auction platform or any portion or part of the software or Internet platform or website or information provided by or prepared by or in conjunction with PH Bidding Group for purposes of a contemplated bid, the fees described within this agreement as being due to PH Bidding Group shall be due in full in accordance with normal billing procedures set forth herein and are fully earned by PH Bidding Group.

Fees shall be self-assessed by the winning Supplier in the following amount and shall apply to all bids:

4% of the total contract price, including all service agreements, extended warranties and equipment.

Fees shall be paid to PH Bidding Group in the following manner:

All fees, in full, shall be due to PH Bidding Group within 15 calendar days of payment by the purchasing entity to the winning vendor for equipment, materials or other items by the Buyer. Partial payments shall not be accepted, and payments which are not received within 60 calendar days shall immediately accrue interest at the rate of 2% monthly plus a recurring monthly service fee of $50. Supplier agrees that after 90 (ninety) days of non-payment, Supplier shall be considered in default of this agreement by PH Bidding Group and subject to all necessary and legal means of collection of this debt. In addition, Supplier agrees to pay all fees and lost monies required to collect Suppliers debt to PH Bidding Group. Jurisdiction for all collection efforts shall be Tupelo, Mississippi exclusively.

Suppliers should ensure that their total bid includes all fees due to PH Bidding Group. Supplier agrees that it is his sole and absolute responsibility to include fees due PH Bidding Group with all submitted bids. Supplier agrees that all future orders or transactions arising from the use of PH Bidding Group's Reverse Auction Event Platform shall be subject to the fees listed above and payable based upon the same guidelines. Future orders and transactions shall include but not be limited to, accessories, modifications, or aftermarket equipment.

17.) By participating in this Reverse Auction Event or by viewing materials associated with this Reverse Auction Event, Supplier agrees not to attempt circumvention or contemplate circumvention or enter into any agreement that would circumvent this agreement in any way, whether intentional or unintentional which results or may result in avoiding fees due to PH Bidding Group or negotiating directly with Buyer or avoids or attempts to avoid the Reverse Auction Event. These circumvention techniques could include but shall in no way be limited to verbal agreements, bids written on paper delivered by any means or electronic communications, signals, or other means of communication.

18.) Supplier agrees that all content provided by PH Bidding Group is considered the sole property of PH Bidding Group. Unauthorized sharing or use of these materials and content is prohibited. Supplier agrees that he will use this content solely for the purpose of participating in a Reverse Auction Event in good faith.

19.) PH Bidding Group may alter this agreement at any time. Notice shall be given to Supplier within 24 hours of PH Bidding Group's alteration of this agreement if currently in force either by email, the posting of specific related information within the bid package located within the Reverse Auction Bid platform that will be used by Supplier to gather information on this specific bid, or by certified mail. PH Bidding Group is hereby informing Supplier that our preferred method of notification is by using the Adobe Acrobat protected document format (PDF), delivered by email.

20.) This Agreement and all rights of the parties associated with it shall be governed by the laws as set forth within the State of Mississippi. Jurisdiction relating to any matters arising from the use of this agreement shall be the City of Tupelo, Mississippi. If any portion of this agreement is found to be unenforceable, whether due to illegality or misappropriation, the remainder of this agreement and its enforceability shall survive in full and shall be in no way affected. This agreement constitutes the entire agreement between the parties. No other verbal representations, examples, or correspondence, whether electronic, verbal or written, shall survive the signing of this agreement.

Initials CA

Acceptance - This agreement is hereby accepted in its entirety, without exception. I assert under penalty of law, I am the authorized signatory for the following organization, company, group or individual:

Organization, Company, or Individual represented: Viking Cives Midwest

Authorized Representative (Printed Name): Chris Pobst

Title of Authorized Representative: Sales

BILLING INFORMATION:

Email Address: SSelf@VikingCives.com

Physical Address: 22956 US 61
Bonn, MO 63771

Mailing Address (if different): P.O. Box 295
Morley, MO 63767

Office Phone: (573) 262-3545

Mobile Phone: (573) 419-2788

Signature: [signature]

Date: 6-3-2026

Return this Agreement, with your completed Bid Response Package to PH Bidding Group before the vendor response deadline outlined in the bid advertisement or bid documents. You may scan and submit this agreement with your bid response to the applicable bid management site, or you may email the completed, signed pages to bids@phbidding.com. For questions regarding this agreement or the bid item(s), you may contact PH Bidding at 662-407-0195.

If you will require technical assistance for the submission of the specification response or the reverse auction process, this will require you to contact PH Bidding Group at either 662-407-0195 or bids@phbidding.com at least one day prior to the specification response deadline or the reverse auction date.

WESTERN STYLE DUMP BODY

Standard Features

Western Style
cross-member-less design

A606 Corrosion Resistant
weathering steel

Double Acting Tailgate
and tarp friendly hardware

Dump Hinge
saddle type with grease-able bushings

Durable 3/16" Sides and ¼" Floor

Air Tailgate Linkage
with grease-able override bolts

Trapezoid Style
fully enclosed long sills (no splices)

Horizontal Bracing
sloped and fully welded

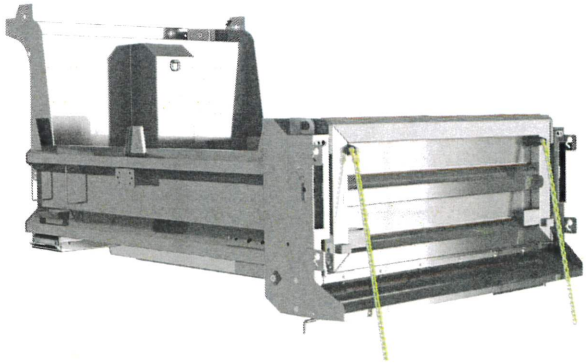
Mailhot Trunnion
mount hoist

Easy Removing
upper tailgate pins

Cab Shield
with integral tarp roller mounts

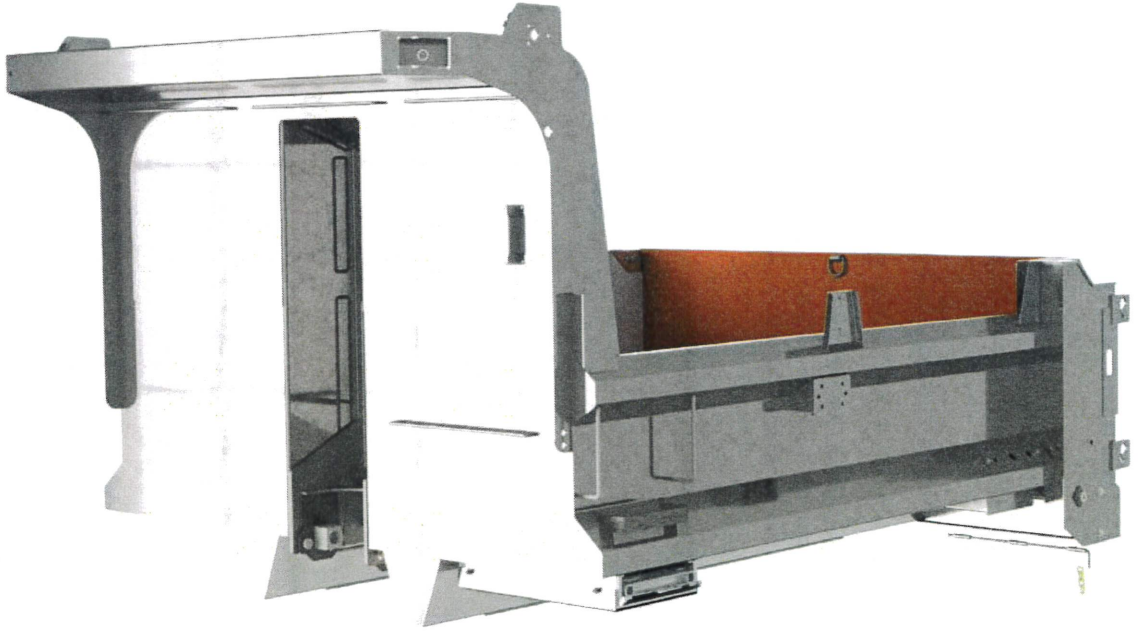
LED Lights
conform to FMVSS108 standards

Fully Welded
and dirt shedding



Optionals

- Various capacity options available upon request
- Stainless or AR450 construction available in various combinations along with standard A606 material
- Asphalt apron
- Heavier gauge floor and sides
- Sideboard pockets
- Asphalt door
- Various steps, ladders, and grab handle combinations
- Serrated full length walk rails
- Emergency lighting packages
- Remote greasing to hoist
- Graco brand remote greasing systems available
- Vibrators
- Aero, Roll-Rite, and Shurco tarps available
- High lift tailgate









Our Municipal Plus dump body, in either stainless or corten, features a crossmemberless design with trapezoid style, fully-enclosed longsills with no splices. Internal bracing inside the longsills along with moisture drain holes ensure a solid build that keeps its integrity for years. We also feature a Hardox AR450 floor for high impact protection and horizontal bracing that is sloped, fully welded, and dirt shedding.

Our integrated features also set us apart. Lighting boxes and cutouts built into our corners posts and cab shield, a cab shield that integrates seamlessly with a load cover, and hydraulic hose routing to the rub rail offers a convenient space to include a spreader.

MW30R PLOW

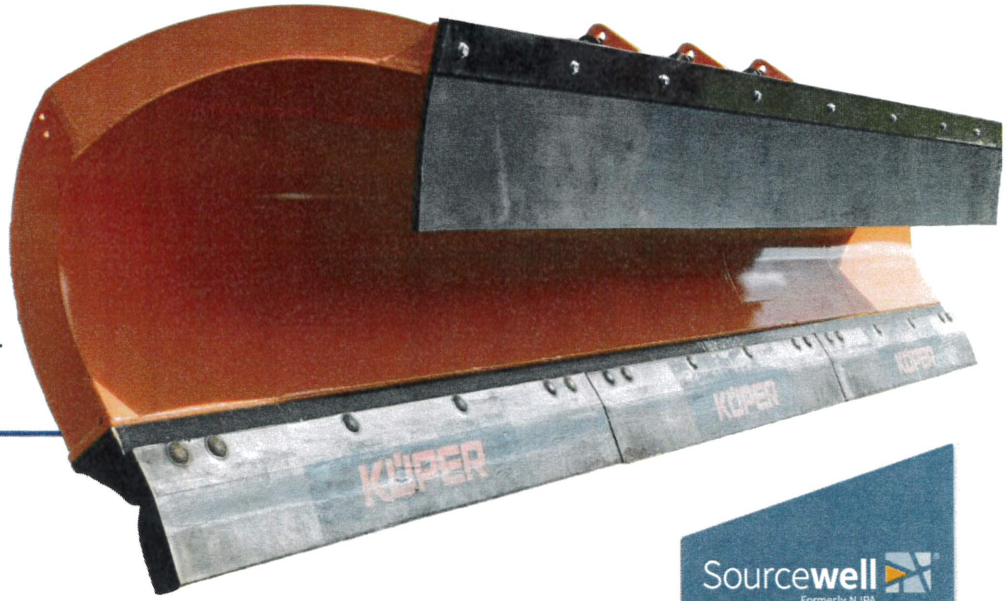
The North American leader in snow and ice removal equipment
vikingcives.com

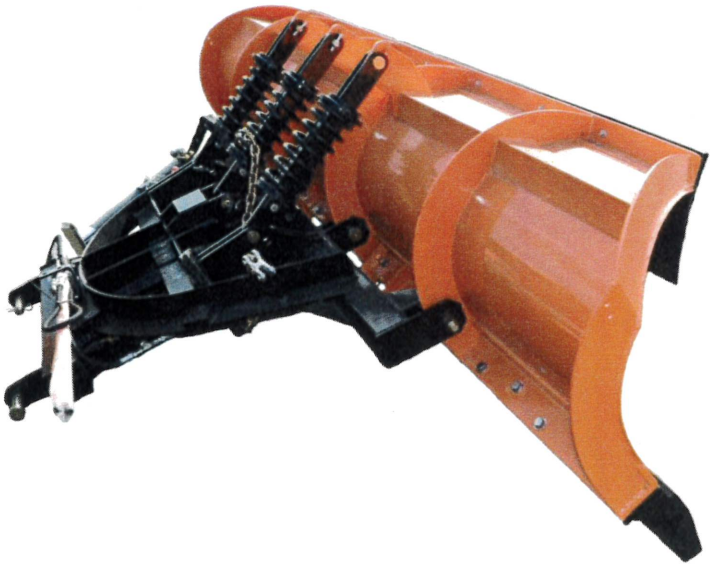
VIKING CIVES

STRONG ENOUGH FOR THE HIGHWAY, LIGHT ENOUGH FOR THE DRIVEWAY

Standard Features:

- Removable 4"x4"x3/4" blade angle design
- 12GA Strenx 100XF moldboard material
- No brake forming and fully welded
- Six moldboard ribs made from 5/16" Strenx 100XF
- Three compression spring arms
- Multiple swivels attach to any hitch
- Shorter height, tighter curl defeats snow blow over





Sourcewell
Formerly NJPA
Awarded Contract

More features:

- ✓ Optimal use with Kueper GK5 cutting edge
- ✓ Parking jack
- ✓ Plow markers
- ✓ Rubber deflector
- ✓ Various options to fit your needs

Plow Model	Length	Height	Weight
MW30R10	10'	30"	1,800 lbs.
MW30R11	11'	30"	1,900 lbs.
MW30R12	12'	30"	2,000 lbs.

P.O. Box 295 Morley, MO 63767 ♦ 22956 Highway 61 Oran, MO 63771 ♦ Phone: (573) 262-3545

*** LIMITED WARRANTY ***

Viking - Cives Midwest, Inc. warrants products of its manufacture against defects in workmanship and material for a period of two years from date of shipment to customer; and in consequence of this warranty, any component part or parts of such products proving defective within the above specified time will be repaired or replaced F.O.B. factory, providing such parts are returned, transportation prepaid, to the factory and found defective by **Viking - Cives Midwest, Inc.** This warranty will not apply to any product which shall have been repaired or altered outside of the **Viking - Cives Midwest, Inc.** factory in any way so as, in **Viking - Cives Midwest, Inc.** sole judgment, to affect its stability or reliability, or which has been subjected to misuse, negligence or accident.

The obligations of **Viking - Cives Midwest, Inc.** under this limited warranty are limited to the replacement of defective parts as set forth above; such obligations are exclusive and in lieu of all other remedies, warranties, guarantees or liabilities, express or implied, with respect to each product delivered hereunder, arising by law or otherwise (including without limitation any obligation or liability of **Viking - Cives Midwest, Inc.**, arising from negligence or with respect to fitness for a particular purpose, merchantability, loss or use, revenue or profit, or any incidental, indirect, special or consequential damages or injuries; and all other remedies, warranties, guarantees, or liabilities are hereby expressly excluded and disclaimed. This limited warranty shall not be extended, altered, or varied except by a written instrument signed by **Viking - Cives Midwest, Inc.**

Viking - Cives Midwest, Inc. assumes no responsibility for engines, electrical equipment, or any other equipment and accessories not manufactured by **Viking - Cives Midwest, Inc.**

ORDERING PARTS

Delays and errors can be eliminated when ordering instructions are followed correctly.

1. Place orders direct with Viking - Cives Midwest, Inc. / nearest dealer.
2. State Company name, address, and postal zip code.
3. Give the exact model and serial number of the equipment/unit (stamped on the unit identification plate.)
4. Furnish part number, description and quantities required. *Note: An alpha designation in the Item ID column indicates a sub-component for that parent item. When placing parts orders, reference the parent item to receive a complete assembly. Individual items can be ordered separately if required by ordering the alpha designated item number.*
5. Print or type order clearly.
6. Give specific shipping instructions.

VIKING - CIVES MIDWEST, INC. – 22956 Hwy 61 Morley, MO 63767

(573) 262-3545 Phone, (573) 262-3369 Fax

P.O. Box 295 Morley, MO 63767 ♦ 22956 Highway 61 Oran, MO 63771 ♦ Phone: (573) 262-3545

WARRANTY REQUEST PROCEDURE

All repairs considered for warranty that are performed outside of Viking - Cives Midwest, Inc.; require prior written authorization from Viking - Cives Midwest, Inc. Failure to obtain written warranty authorization prior to repairs may result in the rejection of the warranty claim. **To obtain warranty consideration one must provide Viking - Cives Midwest, Inc. with all required unit information including date of manufacture and serial numbers.** In most cases this information is easily obtained from the "Shipped Unit Tag" (located in most cases inside the driver's side door) and/or individual unit serial tag.

(A) To obtain Parts Warranty Consideration:

(1) Contact Viking - Cives Midwest, Inc., customer service to obtain a Return Goods Authorization (RGA) number. Any product arriving at Viking - Cives Midwest, Inc. without an RGA number will be rejected and returned to the sender at his or her own expense.
(2) Goods are to be shipped prepaid to Viking - Cives Midwest, Inc. 22956 Highway 61 Morley, MO 63767. **All items should be clearly marked with the appropriate RGA number.**
(3) When a replacement item is shipped to replace a defective part for warranty consideration the following additional steps will occur:
    a) An invoice will be generated for the value of the replacement item(s).
    b) The defective part(s) must be returned (prepaid) to Viking - Cives Midwest, Inc.
    c) Upon receiving the defective part(s) Viking - Cives Midwest, Inc. will issue and process a Discrepant Material Report (DMR). Once the evaluation of the DMR report is complete and the parts are deemed warranty, credit will be issued against the outstanding invoice. **If the part(s) are deemed non-warranty the invoice will remain outstanding to be paid to Viking - Cives Midwest, Inc.** Any part(s) to be returned to the customer will be at his or her own expense.

(B) To obtain Labor Parts Repair Warranty Consideration:

In the event that repairs are required outside of Viking - Cives Midwest, Inc. facility that may be considered for warranty the following steps must occur. **Notification of Viking - Cives Midwest, Inc. customer service must take place prior to the start of any repairs.**

(1) Contact Viking - Cives Midwest, Inc. customer service to obtain a Warranty Claim Form (WCF) and warranty authorization number.
(2) Fill out all required WCF information and fax or mail the completed form to Viking - Cives Midwest, Inc., attention Customer Service Department.
(3) Once the WCF report has been reviewed, the warranty authorization will be granted or denied. **NOTE: Viking - Cives Midwest, Inc. warranty labor rates will apply unless specifically determined otherwise.** Any part(s) involved in a WCF request must follow the Parts Warranty Consideration procedures.

For Customer Service and/or Parts requests please contact:

Parts/Service Department – Roy Buell or Adam Slipis Phone (573) 262-3545, Fax (573) 262-3369

VIKING-CIVES
MIDWEST

City of Oxford, Mississippi
14 Yard Dump Truck with Snow Plow

To whom it may concern:

Viking-Cives Midwest appreciates the opportunity to submit an unpriced technical proposal for the City of Oxford's 14 Yard Dump Truck with Snow Plow.

Viking-Cives Midwest provides municipal truck equipment, snow and ice equipment, dump bodies, plows, spreaders, hydraulic systems, parts, and related service support to government and municipal customers throughout the region.

Our team understands the importance of dependable equipment, responsive parts support, and practical service assistance for public works and street department operations. The proposed truck package is intended to meet the City of Oxford's published specifications while providing a reliable municipal work truck suitable for dump body use, snow plow operations, and general public works applications.

In reviewing the snow plow portion of the published specifications, Viking-Cives Midwest recognizes that the requested plow, hitch, lighting, and related installation requirements closely align with equipment configurations and specification language we have previously provided for municipal snow and ice applications. This familiarity allows our team to confidently support the proposed package, verify compatibility between the chassis and plow equipment, and provide a completed installation consistent with the City's intended operational needs.

Viking-Cives Midwest also maintains regional support capability through its Missouri and Tennessee-area operations. This provides the City of Oxford with access to experienced truck equipment personnel, parts support, and service assistance after delivery.

Respectfully,

Chris Pobst
Viking Cives Midwest
Sales

TAG Truck Center

REQUEST FOR
Unpriced Technical Proposals

To provide

14 Yard Dump Truck with Snow Plow

A Reverse Auction for
The City of Oxford, Mississippi

THE CITY OF
OXFORD

BID MANAGEMENT CONTACT:
PH Bidding Group
bids@phbidding.com
662-407-0195

Publication Dates: May 20, 2026, and May 27, 2026
Unpriced Responses Due: June 5, 2026, at 10:00 AM
Reverse Auction: June 10, 2026, at 10:00 AM

ADVERTISEMENT FOR PROPOSALS

Notice is hereby given that the City of Oxford will receive unpriced technical proposals to prequalify vendors for:

14 Yard Dump Truck with Snow Plow

The deadline for receipt of unpriced technical proposals is **June 5, 2026, at 10:00 AM**, local time. Unpriced proposals, including the Specification Response Form and all other documents, shall be submitted electronically at www.oxfordmsbids.com.

Pursuant to MS Code 31-7-13 and House Bill 1109, this commodity will be procured through a multi-step procurement process, including a Reverse Auction. In Phase One, unpriced technical proposals are evaluated for potential acceptability based upon pre-determined criteria. In Phase Two, only those bidders whose technical proposals are determined acceptable shall be invited to provide priced bids for consideration. The City of Oxford encourages vendor participation in this multi-step process. Complete instructions are provided in the specifications package.

Specifications and detailed instructions regarding the bid process may be obtained by visiting the website www.oxfordmsbids.com. Specification response forms, along with all other required information detailed in the bid instructions, should be submitted no later than **10:00 AM on June 5, 2026,** per the detailed bid instructions. Unpriced Specification Response submissions will be evaluated, and vendors meeting the required specifications will be invited to participate in the **Electronic Reverse Auction process on June 10, 2026, at 10:00 AM.** The City of Oxford reserves the right to extend the response or auction date, if necessary, to complete the pre-qualification process. Pricing will only be accepted from qualified bidders during the reverse auction process. For questions related to the electronic bidding process, please call PH Bidding Group at 662-407-0195.

The City of Oxford is an equal opportunity employer and hereby notifies all bidders that it will affirmatively ensure that, in any contract entered into pursuant to this advertisement, minority business enterprises 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, sex, age, disability or national origin in consideration for an award.

The City of Oxford reserves the right to reject any and all bids, waive technicalities, informalities or irregularities in the bids received, solicit new bids or to choose that bid which is deemed to be in the best interest of the City of Oxford.

Leslie McCormick
City of Oxford, City Clerk

Publishing Dates: May 20, 2026, and May 27, 2026

INFORMATION FOR BIDDERS

14 Yard Dump Truck with Snow Plow

I. General Bidder Requirements/Information

The City of Oxford is looking to purchase a 14 Yard Dump Truck with a snow plow. The City of Oxford will accept unpriced proposals for pre-qualification until **June 5, 2026, at 10:00 AM**, local time. The unpriced specification responses may be submitted electronically at www.oxfordmsbids.com. The responses will be evaluated, and vendors meeting the required specifications will be invited to participate in the online reverse auction process on **June 10, 2026, at 10:00 AM**, local time. All unpriced proposals must be equal in performance and quality to the specifications.

1. The City of Oxford reserves the right to reject any and all bids, to waive any informalities in the bid, or award the bid to whomsoever they may choose.
2. The specifications, as stated, are minimum requirements and may be exceeded by the bidder. Additional consideration may be given for exceeding the minimum requirements and all bids will be evaluated against the specifications set forth in this bid package.
3. A manufacturer's part or item numbers may be shown only to describe the item and to determine the level of acceptable quality. Other manufacturer's "equal" items may be bid. The acceptance of "equal" items lies with the City of Oxford whose decision shall be final. All items shall be delivered FOB to the location specified on the purchase request in , Oxford, Mississippi.
4. All bid prices shall be net, FOB destination, with transportation charges prepaid by vendor.
5. Delivery will be a consideration in the awarding of this bid.
6. The burden of proof of specifications is the responsibility of the bidder.
7. The City of Oxford will reject any and all bids that include an escalation charge or clause (including fuel surcharges).

II. BID PROCESS

THIS IS A MULTI-STEP PROCUREMENT PROJECT TO BE COMPLETED IN TWO SEPARATE PHASES.

Phase One is the solicitation and receipt of unpriced technical proposals for consideration. The deadline for receipt of technical proposals is **June 5, 2026, at 10:00 AM CST.**

Phase Two is the Reverse Auction Event in which bidders will provide priced bids for the items requested, based upon their approved technical proposal. If your unpriced technical proposal is approved as acceptable, you will be invited to enter the Reverse Auction Event and assigned a username and password for access to the online bidding site by PH Bidding Group. PH Bidding Group can be contacted at www.oxfordmsbids.com or by calling 662-407-0195. The reverse auction will begin on **June 10, 2026, at 10:00 AM CST**.

III. SUBMISSION OF UNPRICED TECHNICAL PROPOSALS

There are several documents to submit in order to be considered for invitation to participate in the Reverse Auction and possible award on this product. Proposals shall contain all documentation as listed in the instructions to bidders.

It is understood that bidders who submit proposals have read, understood and accepted these specifications as written, and by submitting a proposal, agree to meet the specifications as written. Proposal modifications, alterations or corrections received after the closing time specified shall not be considered. Proposals must remain valid for a minimum of sixty (60) days from the opening date. The City of Oxford is a Tax-Exempt Government Entity.

To be considered, unpriced technical proposals must be signed by an owner or authorized officer or manager of the bidding company. It is the bidder's responsibility to ensure timely and complete proposals are received with all required documentation included. Late and/or incomplete proposals will not be considered.

If you are selected to receive an invitation to provide priced bids, complete instructions for submitting priced bids shall be provided in the invitation.

IV. QUESTIONS

Failure to examine any specifications and instructions will be at the bidder's risk. All procedural and technical questions, or if the attached specifications are incomplete, not clear, or not standardized, shall be made in writing, and addressed to the following:

General questions regarding this request should be directed to Leslie McCormick, City Clerk, at the City of Oxford, 107 Courthouse Square Oxford, MS 38655. The phone number is 662-236-1310. Email: Leslie@oxfordms.net

For questions concerning the technical specifications, prospective bidders may contact Russ Heard with the City of Oxford at (662) 232-2306 or rheard@oxfordms.net.

For questions related to the electronic bidding process, please call PH Bidding Group at 662-407-0195. No oral explanations by any member of the City of Oxford nor City of Oxford staff will be binding.

Receipt of addenda must be acknowledged in writing. Submitting vendors shall be responsible for ensuring that they have received any and all addenda.

V. INSTRUCTIONS FOR ELECTRONIC SUBMISSIONS

The following information applies to all proposals. The documents listed below must be included in your unpriced response. The preferred method for receiving responses is via electronic submission at www.oxfordmsbids.com

UNPRICED PROPOSAL SUBMISSION BY ELECTRONIC MEANS:

Log in at www.oxfordmsbids.com and perform the following steps:

A. Scan in all required documentation as a pdf file.
B. On the left side of the webpage, click on "Public bids".
C. Click on the appropriate bid that you will be participating in.
D. Click on the "Submit Bid" tab.
   1. Fill in your profile information (or check for accuracy if auto-populated).
   2. Under the "PDF Attachments section" Drag and drop your pdf file into the box as outlined or click on the "click here" link inside the submission box to find your file.
   3. Under the "Review and Verify" section, click the box agreeing to the terms and conditions.
   4. Click "Submit" when you are ready to submit your file.
   5. You will receive confirmation when your response has been submitted. If you do not receive a response, your submission has not been received. If you have questions about whether the response was received, you can contact bids@phbidding.com or call 662-407-0195.
E. Once submitted and the solicitation period has ended, The City of Oxford will review all solicitations, and all approved bidders will be able to take part in the reverse auction process once it begins. *Note: The reverse auction will take place at www.phbidding.procureclix.com. Separate registration for usage to the reverse auction site is required. If you are approved to participate in the reverse auction, detailed instructions will be sent to you.*
F. The bid submission can be retracted at any time prior to the bid opening time.

The following items should be included in the electronic submission:

1. Completed Response Form
2. Product Brochures
3. Warranty Information
4. PH Bidding Supplier Agreement
5. Any other information the vendor would like the City of Oxford to consider.

VI. PROPOSAL OPENING

Proposal openings, whether electronic or traditional paper method, shall be conducted any time after they are received. From that point forward, proposals will be considered under advisement. The City of Oxford may conduct written or oral discussions with potential bidders.

Pricing will only be accepted through the Reverse Auction process by vendors that are approved through the multi-step process. Unpriced proposal openings shall be conducted any time after they are received. From that point forward, unpriced proposals will be considered under advisement. The City of Oxford may conduct written or oral discussions with potential bidders. The City of Oxford reserves the right to determine responsive offers or proposals, waive minor informalities in the process, reject any and all offers or proposals, and to invite priced bids from those companies believed most advantageous to The City of Oxford.

It is understood that bidders who submit proposals have read, understood and accepted these specifications as written, and by submitting a proposal, agree to meet the specifications as written. Proposal modifications, alterations or corrections received after the closing time specified shall not be considered. Proposals must remain valid for a minimum of 60 days from the opening date. The City of Oxford is a Tax-Exempt Government Entity.

If you are selected to receive an invitation to provide priced bids, complete instructions for participation in the reverse auction and submitting priced bids shall be provided in the invitation.

VII. REVERSE AUCTION

Vendors submitting their unpriced proposals before the bid deadline and meeting the minimum specifications will be invited to participate in the Online Reverse Auction. The reverse auction will begin on **June 10, 2026, at 10:00 AM CST**. Full instructions regarding registering for the reverse auction will be included in the invitation.

The Online Reverse Auction is an auction event in which bidders submit pricing in a decreasing manner. In the City of Oxford Reverse Auctions, all bidders will be able to see and consider their competitors' bids and decide if additional bidding is necessary on their part.

There is no advantage for a bidder to wait until near closing time of the auction to place a bid. Any bid placed during the last 5 minutes of the bidding time window will cause an automatic 5-minute extension of time. Each additional bid after that will cause another 5-minute extension and will continue until 5 minutes have gone by without a bid. At that point, the system will shut down and the auction will end.

More information regarding the live Reverse Auction event will be provided in the invitation to participate

SPECIFICATIONS
14 Yard Dump Truck with Snow Plow

Item #	Chassis	ACKNOWLEDGE		VARIANCE
		YES	NO	
1.1	New year model Freightliner M2 106 Plus chassis (or equivalent)	✓		
1.2	Set-back axle truck with trailer towing provision at the end of the frame (SAE J560 compliant).	✓		
1.3	Left-hand primary steering configuration.	✓		
1.4	Chassis configured for general service, pickup/delivery, and short-haul operations.	✓		
1.5	GVWR: 39,000 lbs; GCWR: 80,000 lbs.	✓		
1.6	Front axle load capacity: 16,000 lbs; Rear axle load capacity: 23,000 lbs.	✓		
1.7	Cummins L9 or equivalent engine with 300 HP @ 2200 RPM, 860 lb-ft torque @ 1200 RPM.	✓		
1.8	Allison 3000 RDS automatic transmission with PTO provision	✓		
1.9	Transmission cooler integrated into the radiator end tank.	✓		
1.10	Air brake system with WABCO 4S/4M ABS and traction control (or equal)	✓		
1.11	The truck shall be equipped with the EZ Trac hydraulic all-wheel drive (AWD) system or approved equivalent.	✓		
1.12	The system shall provide on-demand front wheel traction assistance for off-road use, mud, sand, snow, and other low-traction conditions without requiring a mechanical front drive axle, transfer case, or front driveline components.	✓		
1.13	Reinforced steel frame (11/32" x 3-1/2" x 10-15/16") with 120,000 psi tensile strength.	✓		
1.14	8" bolt-on front frame extension for equipment mounting.	✓		
1.15	Minimum 70-gallon rectangular aluminum fuel tank.	✓		
1.16	Front and rear air disc brakes with non-asbestos linings.	✓		
1.17	Meritor 23,000 lb single rear axle with 5.63 axle ratio or equivalent.	✓		
1.18	Cab interior with professional trim, cloth seats, and ergonomic controls.	✓		
1.19	Air conditioning, heater, and defroster with high-capacity blower.	✓		
1.20	Cab-mounted fire extinguisher.	✓		
1.21	LED lighting for headlights, marker lights, and turn signals.	✓		
1.22	Dual heated and remote-adjustable mirrors with 8" convex mirrors.	✓		
1.23	Roof-mounted dual air horns.	✓		
1.24	Electronic shift control, dash-mounted.	✓		

Item #	Dump Body	ACKNOWLEDGE		VARIANCE
		YES	NO	
2.1	14' dump body compatible with chassis having a 132" usable CA	✓		
2.2	Durable 14' dump box with 24" Sides, 36" Rear, 3/16" AR450 Front, Sides, Rear, and floor.	✓		
2.3	Straight tailgate	✓		
2.4	Side Height 24"	✓		
2.5	Rear Height 36"	✓		
2.6	Heavy Duty hoist system (minimum 25-ton capacity with air operated tailgate)	✓		
2.7	1/2 cab shield	✓		
2.8	Treated lumber top boards (2x8)	✓		
2.9	Mudflaps and brackets for debris control	✓		
2.10	30-ton pintle hitch with ¾" hitch plate and 3/4" D-Rings	✓		
2.11	8" rear apron	✓		
2.12	PTO for Allison 3000 automatic transmission with air shift controls in cab	✓		
2.13	25-gallon hydraulic reservoir with necessary plumbing	✓		
2.14	LED Safety flashers. Two (2) mounted on front of headache rack, Two (2) mounted on rear of body, Two (2) mounted at front of vehicle.	✓		
2.15	LED DOT lighting for compliance	✓		
2.16	Body Primed and Painted black	✓		
Item #	**Snow Plow**	**ACKNOWLEDGE**		**VARIANCE**
		YES	**NO**	
3.1	Front plow and hitch package with frame extensions for chassis.	✓		
3.2	Hitch must be universal tilt with 2-hole pin lugs (30.5" centers), including fold-down and extendable lift arm.	✓		
3.3	30-1/2" pin-type swivel with hardware	✓		
3.4	3" x 10" lift cylinder	✓		
3.5	10' plow moldboard assembly with reinforced design for heavy duty applications	✓		
3.6	Push frame assembly with hose kit for hydraulic connections.	✓		
3.7	Compression spring arms for plow stability	✓		
3.8	Two – Chain lift system for plow adjustment	✓		
3.9	12" Rubber deflector installed on plow	✓		
3.10	36" plow markers, orange plastic or equivalent	✓		
3.11	Parking jack for plow push frame	✓		
3.12	5/8" x 8" x 120" 12-hole top punch steel cutting edge with hardware.	✓		
3.13	Cushion valve for reverse circuit to protect hydraulic system.	✓		
3.14	Electric-over-hydraulic snow plow power unit.	✓		
3.15	Installation of plow lights (LED) with mounting brackets, electrical components, and required hood modifications.	✓		

Item #	Warranty Details	ACKNOWLEDGE YES	ACKNOWLEDGE NO	VARIANCE
4.1	State Warranty Below: Snow-Plow: 1 year Dump Body: 1 year 3le Month-cylinder Chassis: 1 year/unlimited miles-chassis 2 year/unlimited miles-engine/ ~~Aftertreatment~~ 2 year/100k miles - EZTRAC 4X4	✓ ✓ ✓		
4.2	Delivery Time- *State Estimated Delivery time of completed truck below* Nov - Dec 26'	✓		

End of Specifications

TRUCK INFORMATION

Chassis Make/Model/ Year Freightliner M2106 Plus 2027

Engine Offered 330 HP Cummins L9

Snow Plow Manufacturer Buyers

Body Manufacturer/ Model Duraclass 14'

ADDENDA ACKNOWLEDGEMENT

Addendum 1: _____ Date: _____

Addendum 2: _____ Date: _____

Addendum 3: _____ Date: _____

Addendum 4: _____ Date: _____

BIDDER INFORMATION

Company TAG Truck Center

Physical Address 4600 Mcullough Blvd Tupelo, MS

Billing Address 4600 Mcullough Blvd Tupelo, Ms

City Tupelo State Ms Zip 38804

Phone 662-401-9584 Email Bryson.Coats@tntxtruck.com

Authorized Agent Name Bryson Coats

Title Sales

Signature

If you will require technical assistance for the submission of the specification response or the reverse auction process, this will require you to either contact PH Bidding Group at least one day prior to the specification response deadline or the reverse auction date.

Supplier Agreement

INTENT AND CONTACT

This document shall detail the conditions upon which a supplier, contractor, vendor or other individual, business or corporation seeking to do business with any client who has contracted, whether verbally, by resolution or any other means with PH Bidding Group for the use of its reverse auction platform shall be allowed to utilize the PH Bidding Group Reverse Auction Platform located at www.phbidding.procureclix.com. Only through completion of this document and unconditional agreement to this agreement in its entirety will you or your assigns, agents or employees or other designees be allowed to utilize this platform to submit pricing to the client(s) of PH Bidding Group.

This Agreement contains provisions for an administrative fee, discussed in Section 16.

PH Bidding Group hereby agrees to all sections contained within which outline its obligations and responsibilities.

PH Bidding Group Contact information is:
PH Bidding Group
605 West Main Street
Tupelo, MS 38804
662.407.0195
bids@phbidding.com

TERMS OF USE

Reverse Auction and Strategic Procurement Software – One Time Use Agreement for Suppliers Only

If you have difficulty in completing this document, email us at bids@phbidding.com or call us direct at 662.407.0195.

By participating in the reverse auction procurement process initiated by PH Bidding Group and its strategic partner(s), you agree that you have accepted this agreement in its entirety, without exception, and that you, your representatives, and assigns agree to the following terms, statements and conditions:

Definitions:

"PH Bidding Group" shall mean the provider of a Reverse Auction Event Platform used in conjunction with Buyers to negotiate pricing on desired service, goods or information.

Initials _____

"You", "Supplier" or "Suppliers" shall mean anyone signing this agreement that will use or direct the use of PH Bidding Group's Reverse Auction Event Platform for the purpose of selling services, goods or information to Buyers who retain the services of PH Bidding Group.

"Buyer" shall mean any client or customer of PH Bidding Group who chooses or has chosen in the past to procure using a Reverse Auction Event Platform or information provided by or in conjunction with PH Bidding Group.

"Reverse Auction Event Platform" shall mean the platform accessed within or from or in conjunction with the website address at www.phbidding.procureclix.com which is used by various Buyers to procure services, goods or information.

1.) All information related to bids, projects, specifications, and terms of sale to potential clients of PH Bidding Group are based on information received directly from the client and not necessarily approved by PH Bidding Group. PH Bidding Group makes no warranty concerning information approved by its clients for use in reverse auction events.

2.) PH Bidding Group cannot and will not be held liable for delays in reverse auction events, server failures or changes in scheduling for reverse auction events.

3.) You acknowledge that PH Bidding Group is merely the conduit through which pricing is achieved for the benefit of our clients, and not an endorsement of our clients' creditworthiness, ability to perform upon a contract or agreement, nor the proper use of materials, equipment or any other service or goods purchased through the use of our reverse auction software. PH Bidding Group shall not be held liable clients' failure to perform or award upon a given reverse auction event. All agreements that arise between suppliers and buyers are then the sole responsibility of those two parties, wherein PH Bidding Group shall be indemnified.

4.) This agreement shall be good for a one-time use of PH Bidding Group's reverse auction strategic procurement solution. Only through acceptance of this agreement are you permitted to utilize the bidding platform. If you violate any of the terms of any part of this agreement, PH Bidding Group may, in its sole and absolute discretion, terminate your ability to access the platform. If PH Bidding Group terminates your access to the reverse auction software for any reason, neither you nor your assigns, affiliates, employers, employees or subsidiaries or beneficiaries shall have a claim against PH Bidding Group, its employees, assigns or beneficiaries.

5.) PH Bidding Group shall provide basic training and basic instruction concerning operation of the supplier side functions of its reverse auction software, which is operated entirely online. Supplier shall be solely responsible for his or her attendance to this training. PH Bidding Group shall make reasonable efforts to accommodate training to Supplier's schedule, but Supplier acknowledges that he or she is ultimately solely responsible for attendance. Supplier agrees not to attempt to reverse engineer, model or copy this software.

6.) It shall be the supplier's responsibility to comply fully with terms and conditions set forth by clients of PH Bidding Group, and to ensure that supplier conduct falls within state purchasing laws.

7.) It shall be the sole and absolute responsibility of the Supplier to meet all deadlines for specification responses and sample presentations or the attending of any pre-bid conferences, or any other functions as may be required from time to time by either PH Bidding Group or the Buyer. Failure to meet any of these deadlines or appointments does not entitle the supplier to an extension of the deadline or a delay in the scheduled date of the reverse auction event.

Initials _____

8.) Supplier shall also be solely responsible for his own access to the Internet. If Supplier has no access to the Internet and is unable to locate access on his own, PH Bidding Group may, at its sole and absolute discretion, assist Supplier in locating sufficient Internet access for the purposes of participating in a contemplated Reverse Auction Event. Supplier also agrees that he is solely responsible for using his access to the Internet in a responsible manner in conjunction with this Reverse Auction Event so as not to intentionally interfere with another Supplier's access to the Reverse Auction Event.

9.) It shall be the sole and absolute responsibility of the supplier to ensure that it meets all state and federal regulations with respect to product offerings and its ability to offer such items or services.

10.) Suppliers agree that all information they provide shall be accurate and truthful. PH Bidding Group shall take reasonable precautions deemed necessary in its sole and absolute discretion to protect and safeguard that information but shall not be held liable in the event of a breach of that security. PH Bidding Group does not guarantee either the validity of your information or the safety of the information you provide. In the event your information becomes compromised, PH Bidding Group will issue you a new password.

11.) Supplier agrees that he has no right to transfer this one-time use license.

12.) Supplier agrees that he shall have no claim against PH Bidding Group for any virus that may infect the hardware or software of the supplier as a direct or indirect result from the use or perceived use of PH Bidding Group's reverse auction software.

13.) Supplier agrees that his sole remedy if supplier determines he dislikes the reverse auction process or service is to stop using the service.

14.) Supplier agrees that he will neither share nor leak his password to the service for the purpose of allowing competitors of PH Bidding Group to view the reverse auction process or allow unauthorized persons to view a Reverse Auction Event for the purpose of providing information to other unauthorized users, regardless of intent or consequence. In the event of a breach of this section of the agreement, PH Bidding Group may, in its sole and absolute discretion, remove access to the Reverse Auction Event or any other portion of Internet based material from the Supplier.

15.) Supplier agrees that in the event of an Internet or server failure on the side of PH Bidding Group, arrangements may be made by PH Bidding Group in conjunction with the buyer for an alternate date for the Reverse Auction Event. Suppliers shall have no claim against PH Bidding Group, its employees, assigns or beneficiaries.

16.) An investment of time and financial resources is necessary for the continued operation of Reverse Auction Events run on PH Bidding Group platform. Therefore, a transaction fee based solely upon the final awarded purchase price shall be charged to the supplier. This transaction fee shall be self-assessed by the Supplier, who, by participating or reviewing or viewing PH Bidding Group's Reverse Auction Platform, website or information prepared by or in conjunction with PH Bidding Group, acknowledges receipt of service from PH Bidding Group regardless of the means of the final arrangement of pricing, whether through PH Bidding Group's Reverse Auction Event or other direct negotiations or bids. Supplier agrees that if he or she at any time has used the Reverse Auction platform or any portion or part of the software or Internet platform or website or information provided by or prepared by or in conjunction with PH Bidding Group for purposes of a contemplated bid, the fees described within this agreement as being due to PH Bidding Group shall be due in full in accordance with normal billing procedures set forth herein and are fully earned by PH Bidding Group.

Initials 

Fees shall be self-assessed by the winning Supplier in the following amount and shall apply to all bids:

4% of the total contract price, including all service agreements, extended warranties and equipment.

Fees shall be paid to PH Bidding Group in the following manner:

All fees, in full, shall be due to PH Bidding Group within 15 calendar days of payment by the purchasing entity to the winning vendor for equipment, materials or other items by the Buyer. Partial payments shall not be accepted, and payments which are not received within 60 calendar days shall immediately accrue interest at the rate of 2% monthly plus a recurring monthly service fee of $50. Supplier agrees that after 90 (ninety) days of non-payment, Supplier shall be considered in default of this agreement by PH Bidding Group and subject to all necessary and legal means of collection of this debt. In addition, Supplier agrees to pay all fees and lost monies required to collect Suppliers debt to PH Bidding Group. Jurisdiction for all collection efforts shall be Tupelo, Mississippi exclusively.

Suppliers should ensure that their total bid includes all fees due to PH Bidding Group. Supplier agrees that it is his sole and absolute responsibility to include fees due PH Bidding Group with all submitted bids. Supplier agrees that all future orders or transactions arising from the use of PH Bidding Group's Reverse Auction Event Platform shall be subject to the fees listed above and payable based upon the same guidelines. Future orders and transactions shall include but not be limited to, accessories, modifications, or aftermarket equipment.

17.) By participating in this Reverse Auction Event or by viewing materials associated with this Reverse Auction Event, Supplier agrees not to attempt circumvention or contemplate circumvention or enter into any agreement that would circumvent this agreement in any way, whether intentional or unintentional which results or may result in avoiding fees due to PH Bidding Group or negotiating directly with Buyer or avoids or attempts to avoid the Reverse Auction Event. These circumvention techniques could include but shall in no way be limited to verbal agreements, bids written on paper delivered by any means or electronic communications, signals, or other means of communication.

18.) Supplier agrees that all content provided by PH Bidding Group is considered the sole property of PH Bidding Group. Unauthorized sharing or use of these materials and content is prohibited. Supplier agrees that he will use this content solely for the purpose of participating in a Reverse Auction Event in good faith.

19.) PH Bidding Group may alter this agreement at any time. Notice shall be given to Supplier within 24 hours of PH Bidding Group's alteration of this agreement if currently in force either by email, the posting of specific related information within the bid package located within the Reverse Auction Bid platform that will be used by Supplier to gather information on this specific bid, or by certified mail. PH Bidding Group is hereby informing Supplier that our preferred method of notification is by using the Adobe Acrobat protected document format (PDF), delivered by email.

20.) This Agreement and all rights of the parties associated with it shall be governed by the laws as set forth within the State of Mississippi. Jurisdiction relating to any matters arising from the use of this agreement shall be the City of Tupelo, Mississippi. If any portion of this agreement is found to be unenforceable, whether due to illegality or misappropriation, the remainder of this agreement and its enforceability shall survive in full and shall be in no way affected. This agreement constitutes the entire agreement between the parties. No other verbal representations, examples, or correspondence, whether electronic, verbal or written, shall survive the signing of this agreement.

Initials _____

Acceptance - This agreement is hereby accepted in its entirety, without exception. I assert under penalty of law, I am the authorized signatory for the following organization, company, group or individual:

Organization, Company, or Individual represented: TAG Truck Center

Authorized Representative (Printed Name): Bryson Coats

Title of Authorized Representative: Sales

BILLING INFORMATION:

Email Address: Bryson.Coats@TNTXTruck.com

Physical Address: 4600 Mcculough Blvd
Tupelo, MS 38804

Mailing Address (if different):

Office Phone: 662-844-3262 ext 68104

Mobile Phone: 662-401-9584

Signature:

Date: 5/29/26

Return this Agreement, with your completed Bid Response Package to PH Bidding Group before the vendor response deadline outlined in the bid advertisement or bid documents. You may scan and submit this agreement with your bid response to the applicable bid management site, or you may email the completed, signed pages to bids@phbidding.com. For questions regarding this agreement or the bid item(s), you may contact PH Bidding at 662-407-0195.

If you will require technical assistance for the submission of the specification response or the reverse auction process, this will require you to contact PH Bidding Group at either 662-407-0195 or bids@phbidding.com at least one day prior to the specification response deadline or the reverse auction date.

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

CC: Hollis Green, COO

Date: July 7, 2026

Re: Request to Approve General Services Agreement with HDR Engineering Inc., Professional Services As Needed

Engineering requests permission to have the mayor sign a general services agreement with HDR Engineering, Inc. for professional services, as needed. The City of Oxford has utilized HDR for several projects the last couple of years.

Please see attached.

MASTER SHORT FORM AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of this _____ day of _____, 2026, between CITY OF OXFORD, hereinafter referred to as "OWNER", and HDR Engineering, Inc., hereinafter referred to as "ENGINEER" or "CONSULTANT," for engineering services as described in this Agreement.

WHEREAS, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

WHEREAS, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. PROJECT TASK ORDER

1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.

1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of this Agreement shall control.

1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

SECTION II. RESPONSIBILITIES OF OWNER

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.

SECTION III. COMPENSATION

Compensation for ENGINEER's Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached HDR Engineering, Inc. Terms and Conditions.

Fees established by Task Order will be developed using the rate schedule below. HDR retains the right to update rates annually.

Classification	Rate
Principal	$365.00
Senior Engineer	$262.00
Engineer 2	$240.00
Engineer 1	$180.00
Engineer	$130.00
Senior Design Technician	$170.00
Technician	$115.00
Accountant	$120.00
Clerical	$100.00
Direct Expenses	**Rate**
Vehicle	$0.725/Mile
Printing	$0.50/Page

Maximum amount of contract is $80,000.

SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

City of Oxford, MS
"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

_____

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: 1905 Community Bank Way
Suite 110
Flowood, MS 39232

EXHIBIT A

TASK ORDER

This Task Order pertains to an Agreement by and between _____, ("OWNER"), and HDR Engineering, Inc. ("ENGINEER"), dated _____, 20___, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:
PROJECT NAME:

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

PART 3.0 OWNER'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 ENGINEER'S FEE:

PART 6.0 OTHER:

SAMPLE

This Task Order is executed this _____ day of _____, 20___.

_____	HDR ENGINEERING, INC.
"OWNER"	"ENGINEER"
BY: _____	BY: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
ADDRESS: _____	ADDRESS: _____
_____	_____

SAMPLE

EXHIBIT B

TERMS AND CONDITIONS

OXFORD
DEVELOPMENT
SERVICES

MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

CC: Hollis Green, COO

Date: July 7, 2026

Re: Request to Approve Sunday Work and Sidewalk Closure
Court Square, LLC, 1223 East Jackson Avenue

Court Square, LLC located at **1223 East Jackson Avenue** is requesting permission to work on **Sunday, July 12th, as well as Sunday, July 19th, if necessary**, to perform painting work on the building. As part of this work, a **sidewalk closure** is requested while crews work on the west face of the building. This **work would begin** at **7:00 AM**.

Engineering has no objections to this request.