



AGENDA

City of Oxford

Board of Aldermen

Regular Meeting

Tuesday, August 05, 2025 at 05:00 PM

City Hall Courtroom

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

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

1. Opening the Meeting

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

2. Regular Agenda: City Clerk's Office

- 2.a. Request permission to approve the minutes from the Regular Meeting on July 15, 2025 and the Recess Meeting on July 18, 2025. (Ashley Atkinson)

Attachments

- 1. [7.15.2025 Reg Mtg - Draft Minutes.pdf](#)
- 2. [07182025_Recess_Minutes.pdf](#)

- 2.b. Request permission to approve the accounts for all city departments. (Ashley Atkinson)
- 2.c. Request permission to approve a list of budget amendments and re-allocations. (Ashley Atkinson)

Attachments

- 1. [Amendments_Reallocations_08052025.pdf](#)

- 2.d. Request permission to approve participation in the new National Opioid Settlement. (Ashley Atkinson)

Attachments

- 1. [New_Natl_Opioid_Settlement.pdf](#)

3. Consider the consent agenda:

- 3.a. Fixed Asset Management:

- i. Request permission to transfer a Dell Flat Panel Monitor with SN CN-07W4X2-WSL00-13D-B4ZU-A02 and Service Tag 36TMQ83 and a Dell Flat Panel Monitor with SN CN-07W4X2-WSL00-13D-B4XU-A02 from the Environmental Services Department to the Municipal Court Department. (Amberlyn Liles)
- ii. Request permission to surplus a 2008 Honda Accord with VIN 1HGCP26848A132347 in the Oxford Police Department-Metro Narcotics Division and authorize its disposal; and to transfer a Ford F150 with VIN1FTFW1EV7AFD62148 from the Oxford Police Department- Metro Narcotics Division to the Oxford Park Commission. (Alex Fauver)
- iii. Request permission to declare a Continental Washing Machine with SN 1250844M04 surplus in the Oxford Fire Department and authorize its disposal. (Joey Gardner)
- iv. Request permission to declare equipment surplus in the Oxford Police Department and authorize its disposal. (Jeff McCutchen)
- v. Request permission to transfer the following 6 surplus Oxford Police Department vehicles to other government entities, based on the finding that it is in the best interest of the taxpayers of the State of MS: a 2014 Dodge Charger with VIN 2C3CDXAG5EH149307 to the Yalobusha County Sheriff's Department, a 2013 Dodge Charger with VIN 2C3CDXAG6DH592662 to the Yalobusha County Sheriff's Department, a 2013 Dodge Charger with VIN 2C3CDXAG8DH592663 to the Plantersville Police Department, a 2014 Dodge Charger with VIN 2C3CDXAG8EH149303 to the Panola County Sheriff's Department, a 2014 Dodge Charger with VIN 2C3CDXAG5EH149291 to the Webb Police Department, and a 2019 Dodge Charger with VIN 2C#CDXAGXK547009 to the Durant Police Department. (Jeff McCutchen)

Attachments

1. [Env Svcs Transfer 1.pdf](#)
2. [Env Svcs Transfer 2.pdf](#)
3. [Metro- 2 surplus vehicles.pdf](#)
4. [Port. 17-OFD.pdf](#)
5. [Washer-Extractor OFD.pdf](#)

3.b. Human Resources:

- i. Request permission to accept the resignation of Trenton Bannerman in the Oxford Fire Department, effective July 16, 2025. (Braxton Tullos)
- ii. Request permission to promote Jacob Thompson in the Oxford Utilities- Water & Sewer Division, from WWTP Class IV Operator/ Lab Assistant to WWTP Class IV Operator/ Lab Assistant-Lead (1st shift), with a new annual salary of \$59,449.45, effective August 7, 2025. (Braxton Tullos)
- iii. Request permission to hire Angela Chase as a WWTP Operator/Lab Technician in the Oxford Utilities- Water & Sewer Division, effective September 4, 2025, with an annual salary of \$57,716.60. (Braxton Tullos)
- iv. Request permission to hire Kaci Patterson as a Part-Time Docent in the Development Services-Historic Properties Department, with an hourly rate of \$10.00. (Braxton Tullos)
- v. Request permission to hire Lily Levy as a paid intern for the Oxford Municipal Court, with an hourly rate of \$15.00. (Braxton Tullos)
- vi. Request permission to accept the resignation of Bridgette Barnett in the Oxford Police Department, effective July 29, 2025. (Braxton Tullos)
- vii. Request permission to hire Angela Carlisle and Ashley Thompson as Part-Time Communications Officers in the Oxford Police Department, each with an hourly rate of \$17.10. (Braxton Tullos)
- viii. Request permission to hire Thomas Michael, Jeannie Gonzalez, and Ajaluah Caldwell as Communications Officers in the Oxford Police Department, each with an annual salary of \$37,575.24; and to hire Dexter Carwyle as a Patrol Officer, with an annual salary of \$52,531.65, and to hire Amanda Roy as a Patrol Officer, with an annual salary of \$56,816.45. (Braxton Tullos)
- ix. Request permission to accept the resignation of Tylishia Hodges in the Environmental Services Department, effective August 8, 2025. (Braxton Tullos)
- x. Request permission to promote Jaquetta Powell from Seasonal Driver to ASL Driver, with a new annual salary of \$47,840.00, and to promote Keuntae Booker from Seasonal Driver to Knuckleboom Driver with a new annual salary of \$46,342.40, in the Environmental Services Department. (Braxton Tullos)
- xi. Request permission to hire Willie Dennis and Charles Ivy as Part-Time employees in the

- Environmental Services Department, each with an hourly rate of \$25.00. (Braxton Tullos)
- xii. Request permission to approve the voluntary demotion of Communications Officer, Joe Willard, in the Oxford Police Department. His new position is Part-time Communications Officer with an hourly rate of \$12.00 (Braxton Tullos)
 - xiii. Request permission to approve volunteers for the Oxford ARC. (Kelli Briscoe)

3.c. Miscellaneous:

- i. Request permission to accept a donation for the benefit of the Oxford Police Department-Mounted Patrol Unit. (Jeff McCutchen)
- ii. Request permission to approve the water and sewer adjustments as per the Oxford Utilities Adjustments Policy. (Rob Neely)
- iii. Request permission to accept donations for the benefit of the Oxford ARC. (Kelli Briscoe)

Attachments

- 1. [WS_Adjustments_08052025.pdf](#)

3.d. Travel Requests:

- i. Request permission for an employee to attend the Deep South Turf Expo on October 28-30, 2025 in Biloxi, MS at an estimated cost of \$1,200.00. (Greg Pinion)
- ii. Request permission for two employees to attend the 23 Annual Leadership Training and Development Summit in Jackson, MS on August 12-15, 2025 at an estimated cost of \$1,611.00 (to be paid by a RTAP Scholarship). (Donna Zampella)
- iii. Request permission for one employee to attend the FBI LEEDA class on September 22-26, 2025 in Senatobia, MS for an estimated cost of \$795.00. (Jeff McCutchen)
- iv. Request permission for one employee to attend the 2025 MS ESAP Emergency Services Administrative Professional Conference on September 2-5, 2025 in Biloxi, MS for an estimated cost of \$782.17. (Jeff McCutchen)
- v. Request permission for one employee to attend Human Trafficking training on August 19-22, 2025 in Southaven, MS at no cost to the city. (Jeff McCutchen)
- vi. Request permission for one employee to attend Basic Long Range Precision Rifle training on October 25-26, 2025 in Finger, TN for an estimated cost of \$1,400.00. (Jeff McCutchen)
- vii. Request permission for one employee to attend NECI Stress Management on August 16, 2025 in Tupelo, MS at no cost to the city. (Jeff McCutchen)
- viii. Request permission for two employees to attend VerkadaOne on September 21-26, 2025 in Chicago, IL at an estimated cost of \$5,286.14. (Chris Simmons)
- ix. Request permission for three employees to attend the TN Recycling Coalition Women's Environmental Leadership Summit on October 1-2, 2025 in Franklin, TN at an estimated cost of \$2,094.00. (Amberlyn Liles)
- x. Request permission for three employees to attend the MS Solid Waste Association Conference on October 12-16, 2025 in Natchez, MS at an estimated cost of \$3,574.00. (Amberlyn Liles)
- xi. Request permission for three employees to attend the Keep MS Beautiful State Affiliate Conference on October 23-24, 2025 in Louisville, MS at an estimated cost of \$801.00. (Amberlyn Liles)
- xii. Request permission for an employee to attend TVPPA Apprentice Lineman training in Murfreesboro, TN on September 7-12, 2025 at an estimated cost of \$2,620.66. (Rob Neely)

Attachments

- 1. [OUT_Travel.pdf](#)
- 2. [Tennessee Recycling Coalition Women's Environmental Leadership Summit.pdf](#)
- 3. [2025 Solid Waste Association of North America Regional Fall Conference.pdf](#)
- 4. [Keep Mississippi Beautiful State Affiliate Conference.pdf](#)

4. Regular Agenda: Other Departments

- 4.a. Request permission to accept the FY 2025-2026 Budget Request from the Oxford Separate School District. (Bradley Roberson)

Attachments

- 1. [2025 2026 Ad Valorem Tax Request Worksheet - Board Approved.pdf](#)

- 4.b. Request permission to approve a contract with IDEMIA for the purchase of LiveScan equipment for the Oxford Municipal Court. (Nickie Denley)

Attachments

1. [LIVE SCAN ORDER.pdf](#)

- 4.c. Consider an appointment to the Oxford Transit Commission Board.

Attachments

1. [updated resume CWB.pdf](#)

- 4.d. Appoint a Mayor Pro-Tempore.

5. Regular Agenda: Police Department

- 5.a. Request permission to approve a Parade/Assembly permit for Student Activities Association to host the Ole Miss Homecoming Parade on October 10, 2025 from 5:15pm-7:00pm. (Jeff McCutchen)

Attachments

1. [Permit_HC_Parade_UM.pdf](#)

- 5.b. Request permission to approve a Parade/Assembly permit for the City of Oxford to host a Trunk or Treat Event on October 16, 2025 from 5:00pm-7:00pm. (Jeff McCutchen)

Attachments

1. [Permit_Trunk_or_Treat.pdf](#)

- 5.c. Request permission to approve a Parade/Assembly permit for the Chamber of Commerce to host the Run of Champions 5K on October 4th, 2025 from 6:30am-8:30am. (Jeff McCutchen)

Attachments

1. [Permit_Chamber_5k.pdf](#)

- 5.d. Request permission to approve a Parade/Assembly permit for Nicholas Air to host a 5K Run on October 25, 2025 from 9am-12pm. (Jeff McCutchen)

Attachments

1. [Permit_Nicholas_Air_5k.pdf](#)

- 5.e. Request permission to approve a Parade/Assembly Permit for Visit Oxford to host a second line parade on Friday, August 29, 2025 from 6:00pm-6:30pm. (Jeff McCutchen)

Attachments

1. [Second Line parade permit 2025.pdf](#)

6. Regular Agenda: Development Services-Planning Department

- 6.a. Second reading and public hearing on a proposed Ordinance amending Chapter 2-Administration, of the Code of Ordinances of the City of Oxford, Mississippi. (Ben Requet)

Attachments

1. [Chapter 2 Second Reading Memo.pdf](#)

- 6.b. First Reading of a proposed Ordinance amending the official Zoning Map for Case #3244 by Snider Development, LLC. (Greg Snider), to rezone +/- 10 acres from Suburban Residential (SR) to Neighborhood Residential (NR) for property located on Christman Road & Northwood Trails, being further identified as PPIN #27674. (Ben Requet)

Attachments

1. [3244 MBoA First Reading.pdf](#)

- 6.c. First Reading of a proposed Ordinance amending the official Zoning Map for Case #3245 by Snider Development, LLC. (Greg Snider), to remove property from the Blackberry Hills PUD for property located on Christman Road & Northwood Trails, being further identified as PPIN #27674. (Ben Requet)

Attachments

1. [3245 MBoA First Reading.pdf](#)

- 6.d. Request approval of a Preliminary and Final Plat for Case #3238, Rebel Properties, KP7, LLC (Jonathan Fronczek) for 'Anderson Road Development', for property located at Anderson Rd, being further identified as PPIN #32319. (James Hirsch)

Attachments

1. [3238 MBoA.pdf](#)

- 6.e. Request approval of a Preliminary and Final Plat for Case #3237, Larry McAlexander for 'Evergreen's Subdivision, Phase IV', for property located at 5207 George G. "Pat" Patterson Pkwy, being further identified as PPIN #2487. (James Hirsch)

Attachments

1. [3237 MBoA.pdf](#)

7. Regular Agenda: Special Projects

- 7.a. Request permission to authorize a contract with Jubilee Decor, LLC for commercial Christmas decorations for Holly Jolly Holidays. (Mark Levy)

Attachments

1. [Request permission to Authorize Contract Documents with Jubilee Decor.pdf](#)

- 7.b. Consider Change Order #1 for the Woodlawn Davis Park Trail Extension. (Mark Levy)

Attachments

1. [Consider Change Order No 1 from TM Productions for Woodlawn Davis Park Trail Extension.pdf](#)

- 7.c. Request permission to approve a professional services contract with Precision Engineering, Inc. for the City of Oxford Pickleball Park Project. (Mark Levy)

Attachments

1. [Request permission to authorize professional services contract with Precision Engineering.pdf](#)

- 7.d. Request permission to authorize a contract with Century Construction for the Oxford City Hall Renovations Project. (Mark Levy)

Attachments

1. [Authorize permission to enter contract with Century Construction for the Renovations to Oxford City Hall_.pdf](#)

- 7.e. Request permission to accept the bids received and authorize a contract for the Activity Center Campus Camera System Project. (Mark Levy)

Attachments

1. [Premission to accept bid for the the Activity Center Campus Camera System.pdf](#)

- 7.f. Request permission for extended working hours for Century Construction for Interior Renovations to City Hall. (Mark Levy)

Attachments

1. [Century_construction_working_hours.pdf](#)

8. Regular Agenda: Development Services-Engineering Department

- 8.a. Request permission to advertise for the 2025-2026 Materials Bids for the City of Oxford, MS. (John Crawley)

Attachments

1. [Memo - Request Permission to Advertise for Bids 2025-2026 Material Bids.pdf](#)

- 8.b. Request permission to advertise for bids for the drainage improvement projects on South 11th Street, Fillmore Avenue, and Lincoln Avenue. (John Crawley)

Attachments

1. [Memo - Request Permission to Advertise for Drainage Improvements on South 11th Street Fillmore Avenue and Lincoln Avenue.pdf](#)

- 8.c. Request permission to release the performance bond and accept the warranty bond from Oxford Commons III, LLC for The Heights, Phase 5. (John Crawley)
- Attachments
1. [Memo - Request to Release Performance Bond For The Heights Phase 5 and Accept Warranty Bond - Combined.pdf](#)
- 8.d. Request permission for the mayor to execute contract documents for the North Lamar/Molly Barr Road Roundabout Project. (John Crawley)
- Attachments
1. [Memo - Request Permission for Mayor to Execute Contract Documents for North Lamar Molly Barr Roundabout.pdf](#)
- 8.e. Request permission for the mayor to execute contract documents for the City of Oxford Micro-Surfacing 2025 Project. (John Crawley)
- Attachments
1. [Memo - Request Permission for Mayor to Execute Contract Documents for City of Oxford Micro-Surfacing 2025 Project - Combined.pdf](#)
- 8.f. Request permission to execute an agreement for AAA Holdings and the City of Oxford, MS. (John Crawley)
- Attachments
1. [Memo - Request Permission to Execute Agreement for AAA Holdings - Combined.pdf](#)
- 8.g. Consider a request for approval of special overnight work hours for the Whirlpool Well No. 3 Project. (John Crawley)
- Attachments
1. [Memo - Request Permission to Work Special Hours for Whirlpool Well 3.pdf](#)
- 8.h. Consider the request from Patton and Taylor Enterprises for the approval of special work hours for The Rise, located on Oxford Way. (John Crawley)
- Attachments
1. [Memo - Request Permission for Special Work Hours for The Rise - Combined.pdf](#)
- 8.i. Consider request for approval of Change Order No. 3 for the North Lamar Sewer Project. (John Crawley)
- Attachments
1. [Memo - Request to Approve CO3 for North Lamar Sewer Project - Combined.pdf](#)
- 8.j. Consider the request for the abandonment of the existing City of Oxford Street Right-of-Way, Landis Road, formerly County Road 356. (John Crawley)
- Attachments
1. [Memo - Request to Abandon Landis Road ROW- Combined.pdf](#)
- 8.k. Consider a request to accept the low quote for the Crosswalk Stamping Project in Downtown Oxford. (John Crawley)
- Attachments
1. [Memo - Request Permission to Accept the Low Quote for Crosswalk Stamping in Downtown- Combined.pdf](#)
- 8.l. Request permission to release the warranty bond for Burroughs Restaurant Group for Guthrie's Chicken. (John Crawley)
- Attachments
1. [Memo - Request to Release Warranty Bond for Burroughs Restaurant Group - Guthrie's Chicken - Combined.pdf](#)
- 8.m. Request permission to accept the bids received for the Haley Well No. 2 Project. (John Crawley)
- Attachments
1. [Memo - Request to accept low bid for Haley Well 2 Project.pdf](#)

2. [Oxford Haley Well 2 Bid Tab 8-1-25 Signed.pdf](#)
3. [ROA - Oxford Haley Well 2 8-1-25 Signed.pdf](#)

9. Regular Agenda: Closing the Meeting

9.a. Consider an executive session.

9.b. Recess to meet on Wednesday, August 6, 2025 at 9:00am.



MINUTES

City of Oxford

Board of Aldermen

Regular Meeting

Tuesday, July 15, 2025 at 05:00 PM

City Hall Courtroom

1. Opening the Meeting

1.a. Call to Order.

The Regular Meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi, was called to order by Mayor Tannehill at 5:00pm on Tuesday, July 15, 2025, in the courtroom of Oxford City Hall, when and where the following were present:

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

Mayo Mallette, PLLC- Of Counsel
Ashley Atkinson- City Clerk- absent
Jessi Tolleson- Comptroller, City Clerk's Office
Caitlan McLarty- Deputy City Clerk, City Clerk's Office
Hollis Green- Chief Operating Officer
Mark Levy- General Government- via Microsoft Teams
Braxton Tullos- Human Resources Director
Holly Tubbs- Human Resources
Ben Requet- Dev Svcs- Director of Planning
John Crawley- Dev Svcs- City Engineer
Johnathan Mizell- Dev Svcs- Building Official
Jeff McCutchen- Police Chief
Rusty Rasberry- Deputy Police Chief
David Sabin- PACE Unit, Oxford Police Department
Paul Sheppard- Oxford Police Department
Joey Gardner- Fire Chief
Shane Fortner- Emergency Management Director
Marlee Carpenter- Stronger Together Director
Rob Neely- General Manager of Oxford Utilities
Amberlyn Liles- Environmental Services Superintendent

Greg Pinion- Buildings & Grounds Superintendent
Kara Giles- Executive Assistant to the Mayor
Kinney Ferris- Visit Oxford Director
Chris Simmons- IT Director-absent
Bryce Hertl- IT Department
Kelli Briscoe- Oxford Animal Resource Center Director
Nickie Denley- Municipal Court Clerk

1.b. Adopt the agenda for the meeting.

It was moved by Alderman Bailey, seconded by Alderman Howell-Atkinson, to adopt the agenda with the addition of items 3.c.xii. and 6.f. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

1.c. Mayor's Report

2. Regular Agenda: City Clerk's Office

2.a. Request permission to approve the minutes from the Regular Meeting on July 1, 2025 and the Special Meeting on July 8, 2025. (Ashley Atkinson)

Agenda Attachments

1. [Draft_Minutes_07082025_SP.pdf](#)
2. [Draft_minutes_07012025.pdf](#)

It was moved by Alderman Smith, seconded by Alderman Taylor, to approve the minutes of the Regular Meeting on July 1, 2025, and the Special Meeting on July 8, 2025. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

It was moved by Alderman Howell-Atkinson, seconded by Alderman Bailey to approve the accounts for all City departments, including a claims docket showing General Fund claims numbered 137079–137229 & ACH #s 272–276, Trust & Agency claims numbered 53115–53164 & ACH #s 180–182, Water & Sewer claims numbered 40172–40208 & ACH #s 246–248, Metro Narcotics claims numbered 9213–9215 & ACH #s 83–84, Bond & Interest claim numbered 7032, OPC Activity Fund claims numbered 4233–4274, and SB2468 claims numbered 1004–1005. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

3. Consider the consent agenda:

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

3.a. Fixed Asset Management:

- i. Request permission to declare equipment surplus in the Oxford Police Department and authorize its disposal. (Jeff McCutchen)

Agenda Attachments

1. [OPD- surplus.pdf](#)

Apple iPad Pro with serial number DLXX60ARJ262 and fixed asset tag # 01993

3.b. Human Resources:

- i. Request permission to accept the resignation of Debbie Herdahl, a full-time Communications Officer in the Oxford Police Department, effective July 11, 2025. (Braxton Tullos)
- ii. Request permission to hire Richard Carlton a part-time employee in the Oxford Police Department, at a rate of \$17.00 per hour. (Braxton Tullos)
- iii. Request permission to promote Johnie Hudson from full-time PACE Officer to full-time Patrol Officer in the Oxford Police Department, with a new annual salary of \$52,531.65. (Braxton Tullos)
- iv. Request permission to hire Maggie Kate Kuchta as a full-time Patrol Officer in the Oxford Police Department, with an annual salary of \$52,531.65. (Braxton Tullos)

- v. Request permission to hire Sammy McEwen as a part-time employee in the Oxford Conference Center Department, with a rate of \$15.00 per hour. (Braxton Tullos)
- vi. Request permission to accept the resignation of part-time Docent, Robrecus Toles, in the Historic Properties Department, effective July 15, 2025. (Braxton Tullos)
- vii. Request permission to accept the resignation of full-time Firefighter Matthew Scerbak in the Oxford Fire Department, effective June 28, 2025. (Braxton Tullos)
- viii. Request permission to transfer and promote David Gray from the Buildings & Grounds Department to the Development Services- Building Department, where he will serve as a Building Inspector with a new annual salary of \$43,000.00, effective July 24, 2025. (Braxton Tullos)
- ix. Request permission to promote Landon Denley from Intern Lineman to Apprentice Lineman in the Oxford Utilities-Electric Department, with a new annual salary of \$45,260.80, effective July 31, 2025. (Braxton Tullos)
- x. Request permission to promote two Seasonal Laborers in the Environmental Services Department, to serve as full-time Grounds Workers in the Buildings & Grounds Department. Kiree Wilson's new annual salary will be \$35,568.00, effective July 17, 2025. Xavier Houston's new annual salary will be \$35,568.00, effective July 24, 2025. (Braxton Tullos)
- xi. Request permission to approve volunteers for the Oxford ARC. (Kelli Briscoe)
- xii. Request approval of a take-home vehicle for Perry Rogers in the Oxford Utilities- Water & Sewer Division, in accordance with City policy. (Braxton Tullos)

3.c. Miscellaneous:

- i. Request permission to approve the water and sewer adjustments as per the Oxford Utilities Adjustments Policy. (Rob Neey)
- ii. Request permission to accept donations for the benefit of the Oxford ARC. (Kelli Briscoe)

Agenda Attachments

1. [WS_adjustments_07152025.pdf](#)

3.d. Travel Requests:

- i. Request permission for one employee to attend Basic Life Support training on July 18, 2025 in Memphis, TN at an estimated cost of \$79.00. (Jeff McCutchen)
- ii. Request permission for three employees to attend the DRE Conference on August 4-7, 2025 in Chicago, IL (to be paid by DUI Training Grant). (Jeff McCutchen)
- iii. Request permission for three employees to attend Mounted Patrol Certification and Training on July 21-25, 2025 in Oxford, MS at no cost to the city. (Jeff McCutchen)
- iv. Request permission for one employee to attend IAED 40 Hour Basic training on July 28-August 1, 2025 in Grenada, MS at an estimated cost of \$395.00. (Jeff McCutchen)
- v. Request permission for an employee to attend the Certified Public Manager Program (online) on various dates throughout the year at no cost to the City. (Shane Fortner)
- vi. Request permission for an employee to attend the TVPPA Engineering and Operations Conference in Chattanooga, TN on August 27-29, 2025 at an estimated cost of \$1,363.00. (Rob Neely)

4. Regular Agenda: Police Department

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

Agenda Attachments

1. [Solicitation Panhandling 2025.pdf](#)
2. [Oxford_Panhandling_Permit_Policy_Updated.pdf](#)
3. [panhandle_permit updated 2.pdf](#)

The Mayor stated that the Second Reading and Public Hearing on this proposed Ordinance will be held at the Board's next meeting, on August 5, 2025.

- 4.b. Second Reading and Public Hearing for a Proposed Ordinance amending Chapter 74, Article I, to add Section 74-14 of the Code of Ordinances of the City of Oxford. (Jeff McCutchen)

Agenda Attachments

1. [OPD- 74 14 Hemp Ordinance.pdf](#)

The Mayor called for public comment and received none. The Mayor also noted that no feedback was received from the public by anyone in the Mayor's Office. Therefore, it was moved by Alderman Crowe, seconded by Alderman Hulse to approve Ordinance 2025- 6, an Ordinance amending Chapter 74, Article I, to add Section 74-14, of the Code of Ordinances of the City of Oxford. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 4.c. Request permission to approve a Parade/Assembly permit for the National Alliance on Mental Illness to host an awareness walk on October 25, 2025 from 9am-11am. (Jeff McCutchen)

Agenda Attachments

1. [NAMI_permit.pdf](#)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Bailey to approve a Parade/Assembly permit for the National Alliance on Mental Illness to host an Awareness Walk on October 25, 2025, from 9:00am- 11:00am. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 4.d. Request permission to approve a Parade/Assembly permit for Ashley Callery to host the annual Witches Ride on October 27, 2025 from 6:30pm-7pm. (Jeff McCutchen)

Agenda Attachments

1. [Callery_Permit.pdf](#)

It was moved by Alderman Bailey, seconded by Alderman Smith to approve a Parade/Assembly permit for Ashley Callery to host the annual Witches Ride on October 27, 2025, from 6:30pm- 7:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

5. Regular Agenda: Special Projects

- 5.a. Consider Change Order #4 from JP Corp Construction for the Development Services Building Remodel Project. (Mark Levy)

Agenda Attachments

1. [Gen Govt- JP Corp- Change Order 4.pdf](#)

It was moved by Alderman Bailey, seconded by Alderman Taylor to approve Change Order #4 from JP Corp Construction for the Development Services Building Remodel Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 5.b. Consider the recommendation from Visit Oxford/mTrade Park for the Holly Jolly Holidays Walk of Lights Expansion, based on RFPs received. (Mark Levy)

Agenda Attachments

1. [HJH RFP- Memo.pdf](#)

2. [HJH RFP- Scoresheet.pdf](#)

It was moved by Alderman Bailey, seconded by Alderman Howell-Atkinson to accept the RFP submitted by Jubilee Decor and to engage in contract negotiations with them. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6. Regular Agenda: Development Services-Engineering Department

- 6.a. Request permission to accept the bid received for the 2025 Micro-Surfacing Project. (John Crawley)

Agenda Attachments

1. [Memo - Request to Accept the Bid for the Micro-Surfacing 2025 Project - Combined.pdf](#)

It was moved by Alderman Hulse, seconded by Alderman Bailey to award the bid for the 2025 Micro-Surfacing Project to Vance Brothers in the amount of \$399,678.96. All the

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

- 6.b. Request permission to accept the bids received and award the bid for the Contract B-Anderson Road Water Treatment Plant Project. (John Crawley)

Agenda Attachments

1. [Memo - Request to Accept the Low Bid for the Contract B - Anderson Road Water Treatment Plant Project - Combined.pdf](#)

It was moved by Alderman Taylor, seconded by Alderman Bailey to award the bid for Contract B- Anderson Road Water Treatment Plant Project to Cleveland Construction in the amount of \$3,555,000.00. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 6.c. Request permission to accept the bids received and award a bid for Contract A-Anderson Wells No. 3 and No. 4 Project. (John Crawley)

Agenda Attachments

1. [Memo - Request to Accept the Low Bid for the Contract A - Anderson Road Production Wells No. 3 and No. 4.pdf](#)

It was moved by Alderman Bailey, seconded by Alderman Huelse to award the bid for Contract A- Anderson Wells No. 3 and No. 4 Project to Donald Smith Company in the amount of \$1,213,874.00. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 6.d. Consider a request to close portions of Christman Drive, as needed, for a sanitary sewer installation project. (John Crawley)

Agenda Attachments

1. [Memo - Request to Have Moving Closures of Christman Drive for Sanitary Sewer Project.pdf](#)

It was moved by Alderman Bailey, seconded by Alderman Huelse to close portions of Christman Drive, as needed, for a sanitary sewer installation project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 6.e. Request permission for MaxxSouth to perform work on Monroe Avenue on the following Sundays: July 20th and July 27th. (John Crawley)

Agenda Attachments

1. [Memo - Request Permission for Maxxsouth to work on Sunday July 20 and 27 on Monroe Avenue.pdf](#)

It was moved by Alderman Bailey, seconded by Alderman Huelse to give permission to MaxxSouth to perform work on Monroe Avenue on the following Sundays: July 20th and July 27th. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 6.f. Consider the request for the installation of speed tables on Chickasaw Road. (John Crawley)

It was moved by Alderman Bailey, seconded by Alderman Smith to approve the request for the installation of speed tables on Chickasaw Road. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

7. Regular Agenda: Closing the Meeting

- 7.a. Consider an executive session.

It was moved by Alderman Bailey, seconded by Alderman Huelse to consider an executive session for personnel issues and potential litigation. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Huelse to enter into an executive session for personnel issues in the Oxford Conference Center Department, the Oxford Police Department, the Metro Narcotics Division of the Oxford Police Department, and the Oxford Park Commission Department, and for potential litigation involving an Oxford Utilities water meter. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

It was moved by Alderman Bailey, seconded by Alderman Huelse to follow the recommendation of the HR Director and suspend Oxford Conference Center employee, Destinee Mangrum, for five days without pay for violation of City policy. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Huelse, seconded by Alderman Howell-Atkinson to follow the recommendation of the Department Head to reinstate Oxford Police Department employee, Ronnie Goudy, back to full duty and back to his former annual salary as a Patrol Officer of \$64,871.87. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

7.b. Recess to meet on Friday, July 18, 2025 at 8:00am.

It was moved by Alderman Bailey, seconded by Alderman Huelse to Recess to meet until Friday, July 18, 2025, at 8:00am. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

Robyn Tannehill, Mayor

Jessi Tolleson, Comptroller



MINUTES

City of Oxford

Board of Aldermen

Recess Meeting

Friday, July 18, 2025 at 08:00 AM

City Hall Courtroom

1. Opening the Meeting

1.a. Call to Order.

The Recess Meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi, was called to order by Mayor Tannehill at 8:00am on Friday, July 18, 2025 in the courtroom of Oxford City Hall when and where the following were present:

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

Pope Mallette, City Attorney-absent
Paul Watkins, City Attorney-absent
Ashley Atkinson, City Clerk-Finance Director
Hollis Green, Chief Operating Officer
Braxton Tullos, HR Director

1.b. Adopt the agenda for the meeting.

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

2. Regular Agenda:

2.a. Authorize appointment(s) to the Oxford Park Commission Board.

It was moved by Alderman Howell-Atkinson, seconded by Alderman Smith to appoint Corey Addy to the Oxford Park Commission Board for a five year term. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

2.b. Authorize appointment(s) to the Municipal Reserve & Trust Committee.

It was moved by Alderman Bailey, seconded by Alderman Crowe to appoint Mark Huelse to the Municipal Reserve & Trust Committee. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Crowe, seconded by Alderman Huelse to appoint Rick Addy to the Municipal Reserve & Trust Committee (to replace Bob Dowdy). All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 2.c. Approval of a Resolution appointing an updated Voting Delegate and Voting Alternate for the MML Annual Conference. (Ashley Atkinson)

Agenda Attachments

1. [MML Voting delegates 2025- updated .pdf](#)

It was moved by Alderman Huelse, seconded by Alderman Smith to approve a Resolution appointing Kesha Howell-Atkinson as the voting delegate and Mary Martha Crowe as the voting alternate for the MML Annual Conference. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 2.d. Request permission to apply for two mini grants- one through Volunteer Mississippi and one through the Virginia Service Foundation- that will benefit Stronger Together Oxford's 9/11 Day of Service. (Marlee Carpenter)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Smith to apply for two mini grants, one through Volunteer Mississippi and one through the Virginia Service Foundation, that will benefit Stronger Together Oxford's 9/11 Day of Service. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 2.e. Request permission to advertise for bids for Stone Center Pickleball Court Project. (Hollis Green)

It was moved by Alderman Huelse, seconded by Alderman Bailey to advertise for bids for the Stone Center Pickleball Court Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 2.f. Request permission to accept a donation from Keep Mississippi Beautiful for the benefit of the Environmental Services Department. (Amberlyn Liles)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Smith to accept a donation, in the amount of \$2,000.00, from Keep Mississippi Beautiful, for the benefit of the Environmental Services Department. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 2.g. First Reading of a Proposed Ordinance to amend Chapter 2, Administration of the Code of Ordinances of the City of Oxford, Mississippi. (Ben Requet)

Agenda Attachments

1. [Chapter 2 First Reading Memo.pdf](#)

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

- 2.h. Discuss RFPs received for Parks and Trails Master Plan for the City of Oxford. (Ben Requet)

Minutes Attachments

1. [Oxford Parks and Trails Masterplan RFP Memo.pdf](#)
2. [Parks and Trails Master Plan Memo and Proposals.pdf](#)

It was moved by Alderman Bailey, seconded by Alderman Huelse to accept the RFPs received and select Ecological Design Group (EDG), in partnership with Toole Design and Velocity Group, based on the recommendation from the selection committee. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 2.i. Budget Presentations from the following departments:

1. Media & Content
2. Emergency Management
3. Human Resources
4. City Clerk
5. Buildings & Grounds
6. Development Services- Admin
7. Development Services- Building

8. Development Services- Planning
9. Development Services- Engineering & Street
10. OCC
11. Municipal Court
12. OPD & Parking/PACE
13. General Government
14. Historic Properties
15. mTrade Park
16. Holly Jolly Holidays
17. Visit Oxford
18. OPC & OPC-Pool
19. Stronger Together Oxford
20. City Shop
21. Environmental Services
22. OFD
23. ARC

Agenda Attachments

1. [GF_Dev_Svcs_Budget_FY2526.pdf](#)
2. [Env Svcs.pdf](#)
3. [HJH.pdf](#)
4. [Visit Oxford.pdf](#)

It was moved by Alderman Huelse, seconded by Alderman Bailey to advertise for a new Building Inspector and buy a vehicle in the current budget due to increased need in the Development Services-Building Department. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Huelse to get quotes to construct a sidewalk at mTrade Park, to be paid from the current budget, in an effort to increase pedestrian safety in the parking lot. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

The HR Director left the meeting at this time.

3. Closing the Meeting

3.a. Consider an executive session.

It was moved by Alderman Bailey, seconded by Alderman Huelse to consider an executive session for personnel issues. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Crowe to enter into an executive session for personnel issues in all City Departments. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

The City Clerk left the meeting at this time.

It was moved by Alderman Bailey, seconded by Alderman Huelse to advertise for a Chief Financial Officer, with a salary of \$150,000.00. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

The City Clerk returned to the meeting.

3.b. Adjourn.

It was moved by Alderman Smith, seconded by Alderman Huelse to adjourn the meeting. All

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

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk-Finance Director

General Fund Amendments & Reallocations

Revenue

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
001-000-218	\$ 225,000.00	\$ 325,000.00	\$ 100,000.00	Planning Dept. Income
001-000-222	\$ 1,600,000.00	\$ 2,500,000.00	\$ 900,000.00	Bldg & Zoning
001-000-253	\$ 20,000.00	\$ 40,000.00	\$ 20,000.00	Police Training
001-000-263	\$ 25,000.00	\$ 225,000.00	\$ 200,000.00	State of MS Payments
001-000-280	\$ 460,000.00	\$ 585,000.00	\$ 125,000.00	SRO Reimbursements from OMSSD
001-000-300	\$ 90,000.00	\$ 100,000.00	\$ 10,000.00	Damages on Redemptions
001-000-301	\$ -	\$ 1,000.00	\$ 1,000.00	Fire Inspection Fees
001-000-302	\$ 1,000.00	\$ 2,500.00	\$ 1,500.00	Public Records Requests Fees
001-000-310	\$ 30,000.00	\$ 40,000.00	\$ 10,000.00	Income from ARC-Adoptions
001-000-311	\$ 25,000.00	\$ 35,000.00	\$ 10,000.00	Income from Swimming Pool
001-000-313	\$ -	\$ 2,000.00	\$ 2,000.00	Income from ARC-Misc.
001-000-345	\$ 875,000.00	\$ 1,125,000.00	\$ 250,000.00	mTrade Park Concessions
001-000-346	\$ -	\$ 35,000.00	\$ 35,000.00	Receipts-State of MS
001-000-349	\$ 40,000.00	\$ 55,000.00	\$ 15,000.00	mTrade Park Rental Income
	<u>\$ 3,391,000.00</u>	<u>\$ 5,070,500.00</u>	<u>\$ 1,679,500.00</u>	Net Change to Revenue

Expenses

Executive

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
001-020-585	\$ 2,000.00	\$ 5,000.00	\$ 3,000.00	
001-020-610	\$ 13,500.00	\$ 10,500.00	\$ (3,000.00)	
			<u>\$ -</u>	net change to dept.

Elections

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
001-030-555	\$ -	\$ 1,000.00	\$ 1,000.00	
001-030-600	\$ 35,000.00	\$ 34,000.00	\$ (1,000.00)	
			<u>\$ -</u>	net change to dept.

General Government

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
001-093-600	\$ 141,000.00	\$ 138,500.00	\$ (2,500.00)	
001-093-850	\$ 148,664.00	\$ 151,164.00	\$ 2,500.00	
			<u>\$ -</u>	net change to dept.

Fire Department

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>	
001-160-740	\$ 980,000.00	\$ 853,500.00	\$ (126,500.00)	
001-160-850	\$ 235,000.00	\$ 361,500.00	\$ 126,500.00	
			<u>\$ -</u>	net change to dept.

Env Svcs-Cemetery

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
001-241-525	\$ 5,000.00	\$ 3,000.00	\$ (2,000.00)
001-241-500	\$ 6,000.00	\$ 8,000.00	\$ 2,000.00

\$ - net change to dept.

mTrade Park

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
001-305-600	\$ 85,500.00	\$ 65,500.00	\$ (20,000.00)
001-305-550	\$ 425,000.00	\$ 445,000.00	\$ 20,000.00

\$ - net change to dept.

Total Increase in Revenue	\$ 1,679,500.00
Total Decrease in Expenses	\$ -
Total	<u>\$ 1,679,500.00</u>

Environmental Services

Revenue

Acct.	Beg. Budget	New Budget	Change	
020-000-251	\$ 220,000.00	\$ 275,000.00	\$ 55,000.00	
020-000-340	\$ 255,000.00	\$ 200,000.00	\$ (55,000.00)	
	<u>\$ 475,000.00</u>	<u>\$ 475,000.00</u>	<u>\$ -</u>	Net Change to Revenue

Other Funds

2012 GO Bonds

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
240-000-200	\$ 476,610.00	\$ 471,610.00	\$ (5,000.00)
240-000-341	\$ 75,000.00	\$ 80,000.00	\$ 5,000.00

\$ - net change to fund

Crime Prevention Fund

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
623-723-555	\$ -	\$ 5,000.00	\$ 5,000.00
623-723-690	\$ 50,000.00	\$ 25,000.00	\$ (25,000.00)
623-723-730	\$ -	\$ 20,000.00	\$ 20,000.00

\$ - net change to fund

OUT-Oxford Univ Transit

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
653-753-420	\$ 2,289,750.00	\$ 2,325,000.00	\$ 35,250.00
653-753-600	\$ 138,000.00	\$ 350,000.00	\$ 212,000.00
653-753-525	\$ 660,000.00	\$ 412,750.00	\$ (247,250.00)

\$ - net change to fund

Oxford Conference Center

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
726-726-550	\$ 325,000.00	\$ 425,000.00	\$ 100,000.00
726-726-720	\$ 1,228,000.00	\$ 1,128,000.00	\$ (100,000.00)

\$ - net change to fund

2% Food & Beverage

<u>Acct.</u>	<u>Beg. Budget</u>	<u>New Budget</u>	<u>Change</u>
727-727-720	\$ 1,970,000.00	\$ 1,755,000.00	\$ (215,000.00)
727-727-910	\$ 165,000.00	\$ 380,000.00	\$ 215,000.00

\$ - net change to fund

New Funds for FY 2025

2025 \$5M Bonds-Proceeds

Acct.	Beg. Budget	New Budget	Change
007-000-396	\$ -	\$ 5,052,677.00	\$ 5,052,677.00
			<u>\$ 5,052,677.00</u> net change to fund

New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Oxford city, MS
Reference Number: CL-1736332

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including Mississippi, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and goes effective, your release will become

effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive Purdue Settlement funds by participating; decisions on how Purdue Settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for the Purdue Settlement the same as they did for the prior opioids settlements but states may choose to treat the Purdue Settlement differently.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com.

Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. You may also contact opioidsparticipation@rubris.com.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Tricia L. Beale, Deputy Director and Special Assistant Attorney General, Mississippi Attorney General's Office, 1141 Bayview Avenue Biloxi, Mississippi 39530, Telephone: 228-386-4404, Email: tricia.beale@ago.ms.gov.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Oxford city	State: MS
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____





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: 7.28.2025

Department that currently owns Fixed Asset: Environmental Services

Department you wish to transfer the Asset to: City Court

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

Physical Location of Asset: Environmental Services Department

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

Make	Model	Year
<u>CN-07W4X2-WSL00-13D-B4ZU-A02</u>	<u>Black</u>	
VIN / Serial Number	Color	

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

Description of Tool (including brand): <u>NA</u>	
Serial Number (if none, write N/A)	Color

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

Dell Flat Panel Monitor

Service Tag: 36TMQ83

Name of Person Submitting Transfer Request: Amberlyn Liles

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

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



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: 7.28.2025

Department that currently owns Fixed Asset: Environmental Services

Department you wish to transfer the Asset to: City Court

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

Physical Location of Asset: Environmental Services Department

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

Make	Model	Year
<u>CN-07W4X2-WSL00-13D-B4XU-A02</u>	<u>Black</u>	
VIN / Serial Number	Color	

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

Description of Tool (including brand): <u>NA</u>	
Serial Number (if none, write N/A)	Color

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

Dell Flat Panel Monitor

Service Tag: 16TMQ83

Name of Person Submitting Transfer Request: Amberlyn Liles

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: 7/30/2025

Department that owns Fixed Asset: Metro Narcotics

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

Physical Location of Asset: _____

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

Ford \ F-150 \ 2010

Make	Model	Year
<u>1FTFW1EV7AFD62148</u>	<u>White</u>	
VIN / Serial Number		Color

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

Description of Tool (including brand): _____

_____ \ _____

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

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

This vehicle was transferred to The Univ. of MS Police Dept. by the BOA on 2/19/2019,
with the understanding that it would be returned to the City of Oxford to be disposed of
when it reached the end of its useful life.

Name of Person Submitting Surplus Request: Alex Fauver

Date Approved by BOA: 8/5/2025

**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: 7/30/2025

Department that owns Fixed Asset: Metro Narcotics

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

Physical Location of Asset: _____

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

Honda \ Accord \ 2008

Make	Model	Year
<u>1HGCP26848A132347</u>		
VIN / Serial Number		Color

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

Description of Tool (including brand): _____

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

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

Name of Person Submitting Surplus Request: Alex Fauver

Date Approved by BOA: 8/5/2025

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

Date of Request: 7/30/25
Department that owns Fixed Asset: Oxford Fire
Fixed Asset Tag Number (If item is not tagged, please put N/A): 3122
Physical Location of Asset: Oxford Fire Station 1

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

<u>Motorola</u>	<u>APX 6000</u>	
Make	Model	Year
<u>481CRX9843</u>		<u>Black</u>
VIN / Serial Number		Color

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

Description of Tool (including brand): Motorola Handheld Radio

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

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

Name of Person Submitting Surplus Request: J. Gardner

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

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



THE CITY OF
OXFORD

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: 7/30/25
Department that owns Fixed Asset: Oxford Fire
Fixed Asset Tag Number (If item is not tagged, please put N/A): 1472
Physical Location of Asset: Oxford Fire Station 1

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

Continental Washing Machine \ _____
Make Model Year
1250844M04 \ _____
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:

commercial washing machine, no longer functional

Name of Person Submitting Surplus Request: J. Gardner

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

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

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

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

WATER/SEWER ADJUSTMENTS | OXFORD UTILITIES

07/10/25 - 07/30/25

TO BE APPROVED: 08/05/25

ACCOUNT NUMBER	CUSTOMER NAME	ADDRESS	WATER ADJUSTMENT	SEWER ADJUSTMENT	ADJUSTMENT TYPE
005752-043336	PRICE TURNER	102 FARM VIEW DRIVE UNIT 807	-\$34.44	-\$45.78	INSIDE
205304-026501	ROBERT DANIEL	103 WINDSOR FALLS BLVD	-\$19.53	-\$25.96	INSIDE
209052-037326	TAMMY MAXEY	115 GARDEN TERRACE DRIVE	-\$235.37	-\$312.94	INSIDE
206446-047297	KATY SODERQUIST	1630 OXFORD PLACE	-\$14.56	-\$19.35	INSIDE
002694-051432	JERDEISHA GIPSON	300 SHADOW CREEK DRIVE APT. 204	-\$77.75	-\$103.37	INSIDE
004885-049437	ASHLEY MOCK	303 RUTHIE COVE	-\$25.56	-\$33.98	INSIDE
208402-049950	KENDRIC STEPHEN	33 PRIVATE ROAD 3151 APT. 5	-\$18.82	-\$25.02	INSIDE
007353-050053	SARA ARCHER	3380 JAMES E DAVIS PKWY	-\$54.67	-\$72.69	INSIDE
004387-049762	CALLIE DUKES	532 FIFER CIRCLE	-\$80.23	-\$106.67	INSIDE
207110-106916	VIRGINIA CORNELIUS	406 CHOCTAW DRIVE	-\$95.85	-\$254.41	OUTSIDE
207626-107126	CINDY BROWN	219 CAROL LANE	X	-\$71.27	POOL
003977-001012	AMANDA P SMILEY	52 COUNTY ROAD 418	X	-\$55.25	POOL
209025-108848	KATHLEEN WICKHAM	333 HAYAT LOOP	X	-\$148.68	SW ONLY
224733-122561	KELLY SCOTT	121 MEADOWVIEW DRIVE	-\$120.70	X	WT ONLY
226371-124198	KEITH BLACK	605 CROOKED LAKE COVE	-\$110.55	X	WT ONLY
TOTAL:			-\$888.03	-\$1,275.37	

School District: Oxford School DistrictDistrict No: 3620**2025 - 2026 AD VALOREM TAX REQUEST WORKSHEET**

BASE CALCULATION: *Note: The district is allowed to choose any of the three previously completed fiscal years in determining the base. A fiscal year is defined as beginning October 1 and ending September 30, per Section 37-57-107, Mississippi Code Annotated (1972).*

	Ad Valorem Taxes Collected: October 1, 2024, through <u>June 30</u> , 2025.	\$ 30,192,545.88
	Anticipated Ad valorem taxes to be Collected: <u>July 1</u> , 2025 through September 30, 2025.	\$ 3,532,502.20
	Homestead Reimbursement (2024-2025)	\$ 317,250.00
ADD	Ad Valorem Tax Reduction Funds (2024-2025)	\$
ADD	Ad Valorem Tax Escrow (2023-2024)	\$
ADD	Ad Valorem Tax Shortfall Notes (2024-2025)	\$
LESS	Ad Valorem Tax Escrow (2024-2025)	\$
TOTAL BASE		\$ 34,042,298.08
PLUS	<u>6.9</u> % increase	\$ 2,382,957.46
PLUS	New Programs [Amount allowed under 37-57-104. This is the amount of the increase in local contribution over the prior year that shall be requested outside of the 4-7% limitation.]	\$ 237,731.00
PLUS	Estimated Ad Valorem Tax on New Property	\$ 1,291,715.12
TOTAL AD VALOREM TAX NEEDS		\$ 37,954,701.66
LESS	Ad Valorem Tax Escrow (2024-2025)	\$
NET AD VALOREM TAX REQUEST FOR OPERATIONS (\$37-57-104 thru 107)		\$ 37,954,701.66

AD VALOREM TAX REQUESTED FOR DEBT SERVICE (List & cite code authority)		
	General Obligation Bonds Series 2011/2017 refi. 31-27-1	\$ 6,774,700.00
	General Obligation Bonds Series 2018. 37-59-101	2,649,250.00
	General Obligation Bonds Series 2024 37-59-101, 31-25-1	2,469,000.00
	Three Mill / 10-20 Year Notes 2011 37-59-107	\$ 226,700.00
	Three Mill / 10-20 Year Notes 2013 37-59-107	333,000.00
	Three Mill / 10-20 Year Notes 2022 37-59-107	452,844.00
	Three Mill/ 10-20 Year Notes 2025 37-59-107	1,560,954.00
	Shortfall	\$
OTHER AD VALOREM TAX REQUESTS (List and cite code authority)		
		\$
		\$

NOTE: Proper communication between you and your levying authority is essential. Communicate to your levying authority that your district is requesting this amount in total and the total should be allocated as noted above. There should be no doubt that Homestead Reimbursement is to be considered by the levying authority in its calculation of the levies and not a concern of the school district at this point.

Please submit to the Office of School Financial Services via SharePoint. Place in the appropriate fiscal year folder for Annual Forms by October 1st.

By signing this signature block below, City of Oxford Municipal Court agrees to the terms and pricing stated in this price quote for the products and services as referenced above. My signature below constitutes the acceptance of this offer and authorizes IDEMIA to ship and provide these products and services.

Signature Authorization for Order:

Signature _____

Name _____

Date _____

Total Purchase Price (including any Options): \$

29,251-

PLEASE ENTER TOTAL ORDER AMOUNT ON ABOVE LINE

PLEASE PROVIDE A COPY OF CURRENT TAX EXEMPTION CERTIFICATE (if applicable).

Please provide Billing Address:

Billing Contact name _____

Telephone number () _____

Email _____

Check if Billing Address is same as Shipping Address: ☐

Please provide Shipping Address (if different from Billing Address):

Oxford Police Dept.
9 Industrial Park Drive
Oxford, MS 38655

Technical Contact name _____

Telephone number () _____

Email _____

Idemia Identity & Security USA LLC Short Form Sales Agreement

1. **Scope.** Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 11951 Freedom Drive, Suite 1800, Reston, Virginia 20190 and _____, ("Customer"), having a place of business at _____,

_____ enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated _____. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. **Price, Payment and Sales Terms.** The Contract Price is U.S. \$ _____, excluding applicable sales, use, or similar taxes. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Unless otherwise stipulated with the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (Incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance with the Incoterm in the contract. Seller will pack and ship all Equipment in accordance with good commercial practices.

3. **Software.** If this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.

4. **Express Limited Warranty and Warranty Disclaimer.** IDEMIA Software is warranted in accordance with the SLA.

5. **Delays and Disputes.** Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to Intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. **LIMITATION OF LIABILITY.** Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. **SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this

Agreement may be brought more than one year after the accrual of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

7. **Confidential Information and Preservation of Proprietary Rights.** The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. **Miscellaneous:** Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products to the extent they do not conflict with the laws of the United States. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed to the extent they do not conflict with the laws of the United States. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

Idemia Identity & Security USA LLC ("SELLER"):

Signed _____

Name _____

Title _____

Date _____

NAME ("CUSTOMER")

Signed _____

Name _____

Title _____

Date _____



11951 Freedom Drive, Suite 1800
Reston, VA 20190

April 24, 2025

Nickie Denley
City of Oxford Municipal Court
Oxford, MS
Tel: 662-232-2320
Email: nickie@oxfordms.net

Reference No. IDMS-L081423-02A

IDEMIA is pleased to provide City of Oxford Municipal Court with the following price quote for the IDEMIA LiveScan System equipped with the accepted standard State of Mississippi software and workflows.

IDEMIA's fully integrated LiveScan solution provides City of Oxford Municipal Court the following features and benefits:

- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface for records submission to the State
- Certification to the FBI's Electronic Fingerprint Transmission Specifications
- ◆ "Hit/No Hit" Response from the State AFIS Search
- ◆ Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- ◆ Quick check, review, and edit can be performed on each print
- ◆ All LiveScan Systems include on-site installation, training, and 1 year on-site warranty

Solution Description and Pricing

IDEMIA offers the equipment and services described in Tables 1- 4.

Note: State of Mississippi Department of Public Safety is encouraging agencies to submit Palmprints for criminal processing.

Tenprint/Palm Capture - Table 1 – Table 4

Tenprint/Palm Capture– Cabinet Fixed Height (FH)		Table 1. Pricing	Price Source: SL-LAWENF
	Description	Unit Price	
LS-F-53ED-22 LS-CSTX-MS LS-COMX-SMTP-SSL LS-COMX-POP3-SSL LS-UPS LS-IAT-CUSTOM LS-FREIGHT-CAB	IDEMIA LiveScan System Cabinet FH Tenprint/Palm Capture, including: ♦ IDEMIA LiveScan System Software ♦ FBI Appendix F Certified Tenprint/Palm 500PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology ♦ Computer, Monitor, Keyboard ♦ Ruggedized Cabinet – Fixed Height ♦ UPS ♦ Standard Mississippi defined Workflows and profiles ♦ Installation / On-site Training ♦ Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement ♦ Freight	\$24,270	
LS-F-53ED-MAINT-95	Optional Annual Maintenance: (to start after 1 st Year Warranty) 1 Year On-site Advantage Solution, 9X5, Next day on-site response and parts replacement	\$3,360	

Tenprint/Palm Capture– Cabinet Adjustable Height (H)		Table 2. Pricing	Price Source: SL-LAWENF
	Description	Unit Price	
LS-H-53ED-22 LS-CSTX-MS LS-COMX-SMTP-SSL LS-COMX-POP3-SSL LS-UPS LS-IAT-CUSTOM LS-FREIGHT-CAB	IDEMIA LiveScan System Cabinet H Tenprint/Palm Capture, including: ♦ IDEMIA LiveScan System Software ♦ FBI Appendix F Certified Tenprint/Palm 500PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology ♦ Computer, Monitor, Keyboard ♦ Ruggedized Cabinet – Adjustable Height ♦ UPS ♦ Standard Mississippi defined Workflows and profiles ♦ Installation / On-site Training ♦ Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement ♦ Freight	\$31,370	
LS-H-53ED-MAINT-95	Optional Annual Maintenance: (to start after 1 st Year Warranty) 1 Year On-site Advantage Solution, 9X5, Next day on-site response and parts replacement	\$5,501	

Tenprint/Palm Capture - Desktop

Table 3. Pricing

Price Source: SL-LAWENF

	Description	Unit Price
LS-D-53ED-22 LS-CSTX-MS LS-COMX-SMTP-SSL LS-COMX-POP3-SSL LS-UPS LS-IAT-CUSTOM LS-FREIGHT-DP	IDEMIA LiveScan System Desktop Tenprint/Palm Capture, including: • IDEMIA LiveScan System Software • FBI Appendix F Certified Tenprint/Palm 500PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology • Computer, Monitor, Keyboard • UPS • Standard Mississippi defined Workflows and profiles • Installation / On-site Training • Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement • Freight	\$19,070
LS-D-53ED-MAINT-95	Optional Annual Maintenance: (to start after 1 st Year Warranty) 1 Year On-site Advantage Solution, 9X5, Next day on-site response and parts replacement	\$3,360

Tenprint/Palm Capture - Portable

Table 4. Pricing

Price Source: SL-LAWENF

	Description	Unit Price
LS-P-53ED LS-CSTX-MS LS-COMX-SMTP-SSL LS-COMX-POP3-SSL LS-UPS LS-IAT-CUSTOM LS-FREIGHT-DP	IDEMIA LiveScan System Portable Tenprint/Palm Capture, including: • IDEMIA LiveScan System Software • FBI Appendix F Certified Tenprint/Palm 500PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology • Laptop Computer • Standard Mississippi defined Workflows and profiles • Installation / On-site Training • Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement • Freight	\$18,570
LS-53XX-CASE	Portable Carrying Case	\$1,063
LS-P-53ED-MAINT-95	Optional Annual Maintenance: (to start after 1 st Year Warranty) 1 Year On-site Advantage Solution, 9X5, Next day on-site response and parts replacement	\$3,255
LS-D-TOP2020-MAINT-95	Optional Annual Maintenance: (to start after 1 st Year Warranty) 1 Year On-site Advantage Solution, 9X5, Next day on-site response and parts replacement	\$1,799

Current shipping of LiveScan Systems is 60+ days after receipt by IDEMIA of City of Oxford Municipal Court completed pre-install documentation, or as otherwise scheduled.

Optional Annual Maintenance Support will start immediately following the 1st Year Warranty. Annual Maintenance prices shown above are for Year 2 only. Annual maintenance pricing is subject to increase beginning in Year 3. Please contact the IDEMIA Maintenance Agreement team for pricing details: sec.alx.servicecontracts@idemia.com.

Options and Pricing

IDEMIA equipment options and pricing described in Table 5. Options Pricing

	Description	Unit Price
LS-PRNT-M	Printer Black & White Tenprint Card, Duplexer, 1 Tray	\$1,409
LS-PRNT-M-MAINT-95	Annual Maintenance 9x5	\$212
LS-PRNT-M-2	Printer Black & White Tenprint Card, Duplexer, 2 Tray	\$1,648
LS-PRNT-M2-MAINT-95	Annual Maintenance 9x5	\$248
LS-F-MUG	Digital Photo Capture for Cabinet to include: Digital Camera, Digital Photo Capture Software, Cabinet mounting hardware	\$1,701
LS-X-MUG-MAINT-95	Annual Maintenance 9x5	\$212
LS-DP-MUG LS-DP-MUGTri	Digital Photo Capture for Desktop System to include: Digital Camera, Digital Photo Capture Software, Tripod	\$1,409
LS-X-MUG-MAINT-95	Annual Maintenance 9x5	\$212
LS-FBSCAN	Flatbed Scanner – (for processing inked cards)	\$1,700
LS-FRSCAN-MAINT-95	Annual Maintenance 9x5	\$255
LS-IDRDR	Driver's license and other ID magnetic stripe reader	\$880
LS-IDRDR-MAINT-95	Annual Maintenance 9x5	\$132

IDEMIA LiveScan System – Details

Table 6. Details

Item	Description
Mississippi Touch Print Enterprise (TPE) Customization	♦ TOTS: ARR, APP, LOCAPP, DOC ♦ Cards: FD884, MS Applicant, MS Arrest, MS Criminal Inquiry, MS DOC, Photo ♦ Transmits: NIST via SMTPS ♦ Return msg: Yes
LS-COMX-SMTP-SSL	♦ Fingerprint Record Transmission via SMTP over SSL ♦ Provides secure email communications using SSL (Secure Sockets Layer) /TLS (Transport Layer Security) 1.2, 1.3
LS-COMX-POP3-SSL	♦ POP3 Client Messaging over SSL ♦ Provides POP3 Client interface to City of Oxford Municipal Court-supplied POP3 Mail Server for mail message retrieval using SSL(Secure Sockets Layer) ♦ Also represents "TLS" (Transport Layer Security) solution using TLS 1.0 - 1.3.

Customer Responsibilities

City of Oxford Municipal Court is responsible for the following:

- ♦ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ♦ Providing a technical point of contact for IDEMIA who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.
- ♦ Obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies. This includes verifying all network connections and/or devices are in place and connected to the desired remote destination prior to shipment and scheduling installation of the LiveScan System.
- ♦ Providing the necessary local area and wide area networking (LAN and WAN) including service and backend connectivity as well as any required VPN authorizations
- ♦ Installing, testing, and/or troubleshooting any network communication connections, lines, and/or City of Oxford Municipal Court network devices.
- ♦ Obtaining all required authorizations for connectivity.
- ♦ Completion and return of the IDEMIA pre-install documentation to IDEMIA Program Team.
- ♦ Printer supplies such as ink and toner cartridges (consumables) are City of Oxford Municipal Court responsibility. IDEMIA does not offer or resell these items.

Assumptions

In developing this price quote, IDEMIA has made the following assumptions:

- ◆ The proposed IDEMIA LiveScan System shall conform to the existing IDEMIA LiveScan configuration. Any additional functional requirements may be treated as change orders.
- ◆ An inter-agency agreement between City of Oxford Municipal Court and applicable receiving agencies will be in place.
- ◆ City of Oxford Municipal Court will provide all necessary communication for connectivity. This includes, but is not limited to hubs, routers, modems, etc.
- ◆ LiveScan System shipment and on-site Installation Services will be scheduled after network connectivity has been established and verified and IDEMIA's Program team has received the completed pre-install documentation from City of Oxford Municipal Court.

The following items are not included in the scope of IDEMIA's pricing and will be quoted based on current service rates in effect at the time of request: (a) requests for IDEMIA assistance / completion of any agency or governing body required security documentation, surveys or questionnaires; (b) requests for IDEMIA support and potential resolution of issues resulting from agency vulnerability assessments, penetration testing and/or security audits.

Additional engineering efforts by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the City of Oxford Municipal Court's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices exclude any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 20 days of the date of the invoice.

Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

Firm delivery schedules will be provided upon receipt of a purchase order and IDEMIA receipt of completed pre-install documentation.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however, such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.

Pricing valid through: July 30, 2025

Purchase orders should be sent to IDEMIA by electronic mail or U.S. postal mail to:

IDEMIA
14 Crosby Dr., 2nd Floor
Bedford, MA 01730
Email: noemi.islas@us.idemia.com | anamtorders@us.idemia.com

Please direct all questions and order correspondence to:

Noemi Islas
IDEMIA Inside Sales
Email: noemi.islas@us.idemia.com | Tel: (657) 652-4447

We look forward to working with you.

Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of installation.

Support Features	Warranty	Post Warranty
Software Support 9X5*	Included in Warranty	Available for purchase
Unlimited Telephone Technical Support	√	√
2 Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
Hardware Support – On-site 9X5*	Included in Warranty	Available for purchase
On-Site Response	24-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
Parts Support	Included in Warranty	Available for purchase
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
Software Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
Hardware Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional

*Customer local time

EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term "Licensor" means Idemia Identity & Security USA LLC, ("IDEMIA"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

SECTION 1. DEFINITIONS

1.1 "Designated Products" means products provided by IDEMIA to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement).

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by IDEMIA; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

SECTION 2. SCOPE

IDEMIA and Licensee enter into this Agreement in connection with IDEMIA's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license IDEMIA is providing to Licensee, and Licensee's use of the Software and Documentation.

SECTION 3. GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, IDEMIA grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under IDEMIA's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, IDEMIA will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

SECTION 4. LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of IDEMIA's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by IDEMIA in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto another device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to IDEMIA of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to IDEMIA at the time temporary transfer is discontinued.

SECTION 5. OWNERSHIP AND TITLE

IDEMIA, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by IDEMIA or another party, or any improvements that result from IDEMIA's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by IDEMIA in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in IDEMIA, and Licensee will not have any shared development or other intellectual property rights.

SECTION 6. LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. If Licensee is not in breach of any of its obligations under this Agreement, IDEMIA warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by IDEMIA solely with reference to the Documentation. IDEMIA does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. IDEMIA makes no representations or warranties with respect to any third party software included in the Software.

6.2. IDEMIA's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to

remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If IDEMIA cannot correct the defect within a reasonable time, then at IDEMIA's option, IDEMIA will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and IDEMIA disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not IDEMIA knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, IDEMIA disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

SECTION 7. TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without IDEMIA's prior written consent. IDEMIA's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

SECTION 8. TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by IDEMIA, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by IDEMIA.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to IDEMIA that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to IDEMIA or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that IDEMIA made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to IDEMIA for which monetary damages would be inadequate. If Licensee breaches this Agreement, IDEMIA may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

SECTION 9. UNITED STATES GOVERNMENT LICENSING PROVISIONS & RESTRICTED RIGHTS LEGEND

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under IDEMIA's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

SECTION 10. CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain IDEMIA's valuable proprietary and Confidential Information and are

IDEMIA's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

SECTION 11. GENERAL

11.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

11.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of IDEMIA and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

11.3. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, to the extent they do not conflict with the laws of the United States, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

11.4. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of IDEMIA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5. PREVAILING PARTY. In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.

Charles W. Broun

Contact: 211 Beacon Point, Oxford, MS 38655 charles.w.broun@gmail.com 404-510-3654

Family: wife, Wanda Boatright Broun, two grown children: Emily Brosseit, Charles Earl Broun

Education: University of Mississippi, BA 1970, JD 1978

Employment: Retired

Summary of work experience

United States Navy (active duty), Communications Officer, Operations Officer, continued to serve in the Naval Reserve until retirement as a Captain in 1997

Graduated from the University of Mississippi School Of Law with J.D., admitted to Mississippi bar

Private practice in Southaven, Mississippi. General practice to including plaintiff and defense work including collections, bankruptcy, domestic relations and criminal defense. Attorney for local bank in Coldwater, MS. Appellate work included reported cases before the Mississippi Supreme Court. *Parker v. State*, 400 So.2d 934 (Miss. 1981); *Bloodworth v. Bloodworth* 409 So.2d 1336 (Miss. 1982); *Hall v. Panola County Bank*, 412 So.2d 934 (Miss. 1982).

Assistant United States Attorney, first in Memphis, Tennessee heading up the bankruptcy practice and then in the civil division in Oxford, Mississippi handling general civil cases, collections, bankruptcy, asset forfeiture, and social security appeals. Admitted to Tennessee Bar 1984. Reported Social Security appeal: *Mays v. Bowen*, 837 F.2d 1362 (5th Cir. 1988).

Senior Attorney, Holiday Inns, Inc. Handled franchise litigation and corporate defense. Acted as attorney for the Holiday Inn Credit Union. One reported case involved the appeal from a decision by the Bankruptcy Court in the Middle District of Tennessee where a Chapter 7 Trustee attempted to seize a debtor's 401K account with Holiday, which threatened the validity of the corporations retirement plan. *In re: Lucas*, 924 F.2d 597 (6th Cir. 1991), appeal from 110 B.R. 335 (Bankr., M.D. Tenn), cert denied 111 S.Ct 2275.

Assistant United States Trustee, Middle District of Florida: Headed the US Trustee's Offices in Orlando and Jacksonville. Daily court appearances, supervised the private panel of trustees. Managed a 14 person office.

Vice President, Associate General Counsel, Intercontinental Hotels Group. Returned to work with what was then Holiday Hospitality in Atlanta in the litigation department. Handled litigation arising at both franchise and company managed properties, bankruptcy work involving franchises, contract disputes with outside vendors, construction litigation, international disputes with franchisees and arising out of contracts with third parties in Central and South America. Admitted to Georgia Bar, 1994.

Vice President Franchise Operations: moved from the legal department to the business side of IHG. Managed Quality, Franchise Relations, Franchise Administration and Design and PIP. Later moved to handle Distressed Properties during the economic downturn when the corporation faced a significant number of franchisee in financial distress.

Currently retired, serving volunteer Board Member, Yoknapatawpha Arts Council, maintaining inactive membership in Mississippi, Tennessee and Georgia bars.



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: Aggie Doddridge

Phone Number: 901-485-5944

E-mail Address: aggie@olemiss.edu

Address: 218 Student Union Dr

University

Mississippi

38677

(City)

(State)

(Zip Code)

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

☒ Yes

☐ No

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

Name of Business/Organization: Student Activities Association

Director of Business/Organization: Aggie Doddridge

Phone Number: 9014855944

E-mail Address: aggie@olemiss.edu

Address: 218 Student Union Drive

University

MS

38677

(City)

(State)

(Zip Code)

Name of On-Site Contact Person at Event: Aggie Doddridge

Phone Number: 9014855944

E-mail Address: aggie@olemiss.edu

II. Event Information: 10/10/2025

Date: 7/10/2025 Start Time: 5:15 pm End Time: 7 PM

Type of Event: Ole Miss Homecoming Parade

Event Location Information:

Starting Point Location: Lyceum Circle

Finish Line Location: Courthouse Square/Jackson Ave

Detailed Route: Begin in Lyceum Circle; head east on University Avenue; at South Lamar, go north towards Courthouse Square; once on east side of Courthouse, the parade ends; floats and cars will proceed either on South Lamar or Jackson Avenue.

Other Information: _____

Designation of any City of Oxford Facilities and/or Equipment to be Utilized: _____
PA system on East Courthouse Lawn for emcee of Homecoming Parade (David Kellum)

Number of Expected Participants: 35 Number of Expected Spectators: 2000

Spacing Intervals to be Maintained Between Units: 15 ft

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:

Aggie Doddridge 7/10/2025
Applicant Signature Date

Approved By: Chief of Police, Oxford Police Department Date

PAYMENT DATE
07/11/2025
COLLECTION STATION
Station 1

RECEIVED FROM
AGGIE
DODDRIDGE/STUDENT
ACTIVITIES ASSOCIATION

DESCRIPTION
OLE MISS HOMECOMING PARADE 10/10/2025

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

BATCH NO.
2025-00000742
RECEIPT NO.
2025-00003982
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:	<table><tr><th>Type</th><th>Detail</th><th>Amount</th></tr><tr><td>Charge</td><td>Credit Card Type: Credit Card Number: xxxx Authorization Code:</td><td>\$25.00</td></tr><tr><td colspan="2">Total Cash</td><td>\$0.00</td></tr><tr><td colspan="2">Total Check</td><td>\$0.00</td></tr><tr><td colspan="2">Total Charge</td><td>\$25.00</td></tr><tr><td colspan="2">Total Wire</td><td>\$0.00</td></tr><tr><td colspan="2">Total Other</td><td>\$0.00</td></tr><tr><td colspan="2">Total Remitted</td><td>\$25.00</td></tr><tr><td colspan="2">Change</td><td>\$0.00</td></tr><tr><td colspan="2">Total Received</td><td>\$25.00</td></tr></table>	Type	Detail	Amount	Charge	Credit Card Type: Credit Card Number: xxxx Authorization Code:	\$25.00	Total Cash		\$0.00	Total Check		\$0.00	Total Charge		\$25.00	Total Wire		\$0.00	Total Other		\$0.00	Total Remitted		\$25.00	Change		\$0.00	Total Received		\$25.00	
Type	Detail	Amount																														
Charge	Credit Card Type: Credit Card Number: xxxx Authorization Code:	\$25.00																														
Total Cash		\$0.00																														
Total Check		\$0.00																														
Total Charge		\$25.00																														
Total Wire		\$0.00																														
Total Other		\$0.00																														
Total Remitted		\$25.00																														
Change		\$0.00																														
Total Received		\$25.00																														
Total Amount:		\$25.00																														

Customer Copy



OXFORD POLICE DEPARTMENT

Jeff McCutchen

Chief of Police

Sheridan Maiden

Deputy Chief of Police

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT APPLICATION

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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: Kayla Martin

Phone Number: 662-816-2293 E-mail Address: kmartin@Oxfordpolice.net

Address: _____

(City) (State) (Zip Code)

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

☒ Yes ☐ No

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

Name of Business/Organization: City of Oxford

Director of Business/Organization: _____

Phone Number: 662-232-2400 E-mail Address: kmartin@oxfordpolice.net

Address: _____

(City) (State) (Zip Code)

Name of On-Site Contact Person at Event: Kayla Martin

Phone Number: _____ E-mail Address: kmartin@oxfordpolice.net

II. Event Information:

Date: 10/10/25 Start Time: 5pm End Time: 7pm

Type of Event: Trunk or Treat

Event Location Information:

Starting Point Location: Oxford Conf. Center

Finish Line Location: "

Detailed Route: N/A

Other Information: _____

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

vehicles for "trunks" or "touch a truck"

Number of Expected Participants: 25-50 Number of Expected Spectators: 200

Spacing Intervals to be Maintained Between Units: _____

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

Used by Event: _____

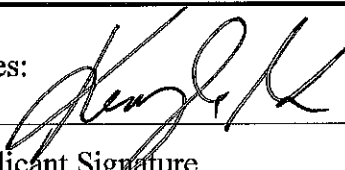
III. Application Fee:

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

IV. Police Protection Fee:

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

V. Signatures:


Applicant Signature

7/31/25
Date

Approved By: Chief of Police, Oxford Police Department

Date



OXFORD POLICE DEPARTMENT

Jeff McCutchen

Chief of Police

Sheridan Maiden

Deputy Chief of Police

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT APPLICATION

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

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

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

I. Applicant Information:

Name: Brandon Byrd
Phone Number: 662-322-3612 E-mail Address: byrd@oxfordpolice.net
Address: 215 Clingan Lane
Pontotoc Ms 38863
(City) (State) (Zip Code)

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

☒ Yes

☐ No

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

Name of Business/Organization: Chamber of Commerce
Director of Business/Organization: Pam Smith
Phone Number: _____ E-mail Address: _____
Address: _____

(City) (State) (Zip Code)

Name of On-Site Contact Person at Event: Brandon Byrd
Phone Number: 662-322-3612 E-mail Address: byrd@oxfordpolice.net

II. Event Information:

Date: 10/4/25 Start Time: 0630 AM End Time: 0830 AM

Type of Event: Charity Race - Run of Champions

Event Location Information:

Starting Point Location: The Grove

Finish Line Location: The Grove

Detailed Route: _____

Other Information: _____

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

None

Number of Expected Participants: 500 Number of Expected Spectators: _____

Spacing Intervals to be Maintained Between Units: _____

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

Used by Event: _____

III. Application Fee:

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

IV. Police Protection Fee:

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

V. Signatures:

 7/16/25
Applicant Signature Date

Approved By: Chief of Police, Oxford Police Department Date



OXFORD POLICE DEPARTMENT

Jeff McCutchen

Chief of Police

Sheridan Maiden

Deputy Chief of Police

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT APPLICATION

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

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

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

I. Applicant Information:

Name: Garrett Hefner

Phone Number: 662-269-6059

E-mail Address: ghefner@nicholasair.com

Address: 300 S Lamar Court

Oxford

MS

38655

(City)

(State)

(Zip Code)

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

☒ Yes

☐ No

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

Name of Business/Organization: Nicholas Air

Director of Business/Organization: NJ Correnti

Phone Number: 662-269-6059

E-mail Address: ghefner@nicholasair.com

Address: 300 S Lamar Court

Oxford

MS

38655

(City)

(State)

(Zip Code)

Name of On-Site Contact Person at Event: Garrett Hefner

Phone Number: 662-269-6059

E-mail Address: ghefner@nicholasair.com

II. Event Information:

Date: 10/25/25 - Start Time: 9:00 End Time: 12:00

Type of Event: 5K fundraiser run

Event Location Information:

Starting Point Location: NICHOLAS AIR Headquarters

Finish Line Location: NICHOLAS AIR Headquarters

Detailed Route: Start @ NA HQ, right on Belk Blvd, right on Nicole Ln, right on Frontage Rd, 3rd exit at traffic circle to Jefferson Davis Rd,

allight left to Access Rd, Right on S 18th St, cont on Nolling Hill Dr, right on Kenneth Dr, right on Jefferson Davis, left on Belk, End @ NA HQ

Other Information: N/A

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

Number of Expected Participants: 150 Number of Expected Spectators: 50-100

Spacing Intervals to be Maintained Between Units: N/A

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

Used by Event: Banners at start/finish & tentatively at Hospital, cameras at start/finish line

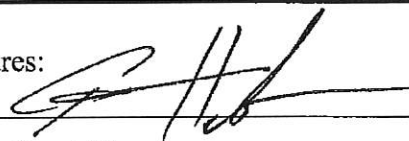
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V. Signatures:

 7/17/2025
Applicant Signature Date

Approved By: Chief of Police, Oxford Police Department Date



All Transactions Approved

Bureau: 1236639 - City of Oxford, MS Misc General Funds CNT

Account Number	Amount	Qty	Conv. Fee	Result
PUBLIC ASSEMBLY PERMIT Payment ID: 100332177466 General Fund Fee	\$25.00	1	\$2.00	Approved
Total Amounts + All Fees:	\$27.00			

BILLING INFORMATION

Payment will be billed to:

PAXTON SONG

Card ending in ...4271 (Visa)

Processed at 07/21/2025 11:01:17 AM CDT

LEGAL NOTICE

Certified Payments provides a service for consumers and businesses to make payments via their credit card for various types of services and taxes. By utilizing Certified Payments, you, the cardholder, are subject to the following terms and conditions. By submitting your payment through Certified Payments, you are agreeing to the terms and conditions listed in the Legal Notices link below. Please read all terms and conditions carefully.

Privacy Statement - www.certifiedpayments.net/PrivacyStatement.aspx
Legal Notice - www.certifiedpayments.net/LegalNotices.aspx

A handwritten signature in black ink, appearing to be 'P. Song', written over a horizontal line.

PAYMENT DATE
07/21/2025
COLLECTION STATION
Station 1

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

BATCH NO.
2025-00000762
RECEIPT NO.
2025-00004099
CASHIER
Daphanie Vaughn

RECEIVED FROM
GARRETT
HEFNER/NICHOLAS AIR

DESCRIPTION
5K FUNDRAISER RUN ON 10/04/2025

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:	<table> <tr> <th>Type</th><th>Detail</th><th>Amount</th></tr> <tr> <td>Charge</td><td>Credit Card Type: Credit Card Number: xxxx Authorization Code:</td><td>\$25.00</td></tr> <tr> <td colspan="2">Total Cash</td><td>\$0.00</td></tr> <tr> <td colspan="2">Total Check</td><td>\$0.00</td></tr> <tr> <td colspan="2">Total Charge</td><td>\$25.00</td></tr> <tr> <td colspan="2">Total Wire</td><td>\$0.00</td></tr> <tr> <td colspan="2">Total Other</td><td>\$0.00</td></tr> <tr> <td colspan="2">Total Remitted</td><td>\$25.00</td></tr> <tr> <td colspan="2">Change</td><td>\$0.00</td></tr> <tr> <td colspan="2">Total Received</td><td>\$25.00</td></tr> </table>	Type	Detail	Amount	Charge	Credit Card Type: Credit Card Number: xxxx Authorization Code:	\$25.00	Total Cash		\$0.00	Total Check		\$0.00	Total Charge		\$25.00	Total Wire		\$0.00	Total Other		\$0.00	Total Remitted		\$25.00	Change		\$0.00	Total Received		\$25.00	
Type	Detail	Amount																														
Charge	Credit Card Type: Credit Card Number: xxxx Authorization Code:	\$25.00																														
Total Cash		\$0.00																														
Total Check		\$0.00																														
Total Charge		\$25.00																														
Total Wire		\$0.00																														
Total Other		\$0.00																														
Total Remitted		\$25.00																														
Change		\$0.00																														
Total Received		\$25.00																														
Total Amount:		\$25.00																														

Customer Copy

OXFORD POLICE DEPARTMENT

Chief of Police

**SPECIAL EVENT, PARADE, OR
PUBLIC ASSEMBLY PERMIT**

In accordance with City of Oxford Municipal Code, 2008-12, The City of Oxford Police Department does hereby grant the petitioner, permission to hold speaking event on the following date(s), time(s), and location:

102-640.- Fees.

A nonrefundable fee of \$25.00 to cover administrative costs of processing the permit shall be paid to the City of Oxford by the applicant when the application is filed.

Name of Applicant: Visit Oxford

Address: 1013 Jackson Avenue East

Telephone: 662-232-2477

Name of Organization: Visit Oxford

Address: 1013 Jackson Avenue East

Telephone: 662-232-2477

Organization Director: Kinney Ferris

Telephone: 662-401-6264

On Site Contact Person: Name: Wayne Andrews

Telephone: (901) 237-9091

Requested Date(s): Friday, August 29, 2025

Requested Time(s): 6:00PM-6:30PM

Requested Location(s): The Growler at Oxford Square North

265 N Lamar Blvd Suite Y, Oxford, MS 38655

Type of Event: Second Line Parade (closing event for Hoka Days Festival)

Designation of any Public Facilities and/or Equipment to be utilized:

Detailed Route Information, Start to Finish:

This event is for walkers only Group will gather at the The Growler breezeway.

We will walk North Lamar to Square , around Square and down Van Buren Ave turning onto South 14th Street and entering into the Powerhouse by stairs and

handicapped access on South 14th We will have a small second line band: Drum, Trumpet, Saxophone - generally 6 pieces

We are asking for rolling police support as walkers move down the street

Spacing Intervals to be maintained between units of such parade or assembly: None

Area/Width of Street, Sidewalk, or Public Area to be used by event:

Expecting 100 people for walking on one side of the street

Expected Number of Participants and/or vehicles, animals, etc.:

Number of expected spectators: 100-250

Assembly Point and time of Participants: Breezeway of The Growler @ Oxford Square North

Description of any *type of recording equipment, signs, banners, attention getting devices* to be used for **the** event: No planned recording equipment. Some guests come with decorated umbrellas

Special Detail Instructions:

Applicant

Permit Approved

By:

Date

Time

Chief of Police

Date

Time

Copies To:

Mayor City Attorney Fire Chief City Engineer Other

Attachments:



OXFORD

PLANNING
DEPARTMENT

Memorandum

To: Mayor and Board of Aldermen
From: Benjamin Requet, AICP; Director of Planning
Date: August 5, 2025
Re: Second Reading and Public Hearing of an Ordinance Amending Chapter 2 Administration

This is a first reading of an ordinance amending Chapter 2 Administration to change Article VIII Historic Properties to Reserved.

(Ordinance 2025-)

**ORDINANCE AMENDING CHAPTER 2 ADMINISTRATION OF THE MUNICIPAL CODE OF THE CITY
OF OXFORD, MISSISSIPPI**

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

**SECTION I. That the Municipal Code of Ordinances, Oxford, Mississippi, is hereby amended to
read as follows:**

Article VIII. Reserved

Sec. 2-231 – 2-236 Reserved

SECTION II. REPEALING CLAUSE

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

SECTION III. EFFECTIVE DATE

All ordinances shall take effect and be in force as provided by law.

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

Alderman Smith	voted
Alderman Hulse	voted
Alderman Hyneman	voted
Alderman Howell-Atkinson	voted
Alderman Taylor	voted
Alderman Bailey	voted
Alderman Crowe	voted

APPROVED, this day the _____ of _____, 2025.

ROBYN TANNEHILL, MAYOR

ASHLEY ATKINSON, CITY CLERK



Memorandum

To: Mayor and Board of Aldermen
From: Ben Requet, AICP, Planning Director
Date: August 5, 2025
Re: First Reading of a Zoning Map Amendment request (Case #3244) by Snider Developent, LLC. (Greg Snider), to rezone +/- 10 acres from Suburban Residential (SR) to Neighborhood Residential (NR) for property located on Christman Road & Northwood Trails. (PPIN #27674)

Request: This is a request for a Zoning Map Amendment to change the underlying zoning from (SR) Suburban Residential to (NR) Neighborhood Residential for approximately 10 acres in the northeastern most portion of the PUD. At the July 14, 2025, Planning Commission meeting, after determining that there was sufficient change in the character of the neighborhood and that there was a public need, Commissioner Latimer made a motion to recommend approval of the requested rezoning to the Mayor and Aldermen that was seconded by Commissioner Murphy. The motion carried with a unanimous vote 7-0 vote. Therefore, the Commission recommended approval of the requested rezoning.

The Blackberry Hills Planned Unit Development (PUD) received its initial approval in October 2005, was annexed into the City of Oxford in 2006, and underwent an amendment in April 2012. Development to date has focused primarily on residential uses, though the plan also designates certain areas for mixed-use purposes. Substantial progress has been made along Molly Barr Road and adjacent northern sections, featuring a combination of attached and detached homes in both cottage and townhouse designs. In contrast, the southwestern sections of the property remain largely undeveloped. The zoning established for this PUD aligns with the approved plat, supporting a blend of residential options and commercial mixed-use spaces.

In 2012, only approximately 39 residential structures were constructed in the Grove Hill Condominium development on property then owned by Alumni Properties, and a new developer, Chance Properties, approached the City to not only amend the Alumni Properties portion of the Blackberry Hills PUD, but to also add an additional 20 acres on the north side of the original PUD. The proposed modification introduced changes to the PUD plan that enabled the Highland Square Development, encompassing all existing development in the area. This includes additional detached homes, duplexes, townhomes, and multi-family residences, some of which incorporate commercial mixed-use spaces. In 2022, the Rowandale Residential Common Interest Development (RCID) was established. Many of the homes, previously leased by a single entity, were sold individually.

In this request, the applicant is seeking a Zoning Map Amendment to change the underlying zoning from (SR) Suburban Residential to (NR) Neighborhood Residential for approximately 10 acres in the northeastern most portion of the PUD. The applicant is also seeking another Zoning Map Amendment, the subject of Case #3245, to remove all the Rowandale property and the northeastern 10 acres from the Blackberry Hills PUD.

State Requirements for Rezoning:

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

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

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

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

Finally, Fondren North Renaissance v. Mayor and City Council of City of Jackson, 1999, stated:

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

Change and Need:

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

The neighborhood surrounding the subject property has experienced significant changes due to various developments and infrastructure improvements. The proposed dissolution of the Blackberry Hills PUD is a critical change that allows the property to be aligned with its intended future land use under the Traditional Neighborhood Development (TND) plan. Additionally, nearby NEW neighborhood developments, such as Colonnade, the Lamar Sullivan’s Marketplace, a 25,000-square-foot grocery store within 1 mile, and the pending Chickasaw Creek Condominium Development at 3115 Chickasaw Road, approximately 0.1 miles away, reflect the increasing demand for residential and commercial development.

The Blackberry Hills “PUD” was never properly created, as has been documented multiple times to staff and attorneys, under MS Law. It has been problematic and ambiguous and there have been multiple attempts to understand it by staff, owners and developers since inception. Even the prior owners did not know what they had or what could be done. Removing all 220 Rowandale parcels and the 10 Acres from the “PUD” allows the City and new owner to work

together without complication or ambiguity on who can do what. Upon successful rezoning and removal of the Rowandale and its adjacent subject property from the existing "PUD" the Callicutt parcel will be the only owner left in Blackberry Hills and unencumbered to work with the City Planning Department and Aldermen to develop a new PUD Document and Plat, without interference from other potential PUD Owners.

These changes justify the need to rezone the property to better align with the area's evolving character and growth in population, density, in fill development and infrastructure improvements.

In addition to the physical changes in the surrounding area, the proposed rezoning aligns with the Traditional Neighborhood Development (TND) principles outlined in Oxford's Vision 2037 Comprehensive Plan. The plan encourages higher-density, walkable, and connected neighborhoods that blend housing types and are located near commercial services and schools. The proximity of the subject property to infrastructure improvements, such as the roundabout at Molly Bar Road, new OUT Bus stops, the new commercial services at Sullivan's Marketplace, and the nearby Chickasaw Creek attached condominium development, make this rezoning particularly suitable.

The Comprehensive Plan emphasizes connectivity and proximity to commercial amenities, as well as the public need for housing to accommodate Oxford's growing population, particularly from the University of Mississippi. The rezoning to Neighborhood Residential (NR) helps fulfill these objectives by enabling higher-density residential development that supports Oxford's sustainable and compact growth goals.

Mistake:

In the application, the applicant provided the following justifications for why they believe it is a mistake.

The subject 10 acres SR parcel sticks out like a sore thumb. It's an island of incompatible development surrounded by higher density for miles. It does not work with the current neighborhood and it not feasible to develop detached homes due the topography and need. The rezoning amendment would better align the property's current zoning designation, surrounding land uses, and intended future land use plans. The property's current Suburban Residential (SR) zoning does not optimize the site's potential within the Traditional Neighborhood Development (TND) place type, which envisions higher-density residential developments. Rezoning the property to Neighborhood Residential (NR) will better align it with the City's comprehensive growth strategy, ensuring consistency with zoning of adjacent properties and accommodating the growing demand for housing.

If the picture on the front doesn't indicate a map error, then we don't really know what else a map error could look like. Does it make any sense? The current Suburban Residential (SR) zoning of the 10-acre property which was always a part of Rowandale is misaligned with surrounding land uses and the city's future development plans. Key issues corrected by the proposed Neighborhood Residential (NR) zoning include:

- **Inconsistency with Surrounding Zoning:** The property is surrounded by NR-zoned land on all sides, rendering the SR designation illogical under the 2025 planning context.
- **Misalignment with TND Vision:** The SR zoning does not support the higher density residential development envisioned in the TND place type, which is outlined in the Comprehensive Plan.
- **Underutilization of Potential:** The SR zoning limits the site's ability to accommodate the growing demand for housing and integrate with the mixed-use character of adjacent developments like Rowandale and Lamar.

The prior owner visited with the original Developer of Highland Square that owned this subject parcel. Per A. Feinhour, President of Student Quarters, "NO, it was never intended to be green space or left undeveloped. Our site plan used the topography of the initial 2 phases to build Highland Square. Evidence still remains of roads and infrastructure showing future development of the same type of unit mix as currently built into the 10-acre site. It was cost prohibitive to develop that part of the site at the time due to the topography. However, it was always going to be a final phase of Highland Square prior to our sale of the property"

Rezoning to NR corrects these errors by aligning the property with the zoning of surrounding areas, optimizing its development potential, and ensuring consistency with Oxford's comprehensive growth strategy.

Additional Staff Comments:

The applicant points out that there have been changes in the character of the neighborhood partly attributed to development nearby or in close proximity to this site, and with infrastructure changes, particularly to Molly Barr Road with the installation of a new roundabout at Chickasaw, in addition to the multiple roundabouts constructed on Highway 30 in front of the Colonnade Crossing development. It is also important to note that the City of Oxford plans to commence construction of a new roundabout, replacing the traffic signal, at the intersection of Molly Barr Road and North Lamar this fall. This area continues to develop with housing and a mixed-use commercial center has been approved near this site.

During the Comprehensive rezoning in 2017, Staff met with one of the owners of the Blackberry Hills PUD about removing the PUD designation due to inactivity of the development and due to the lack of detailed information to facilitate the development of the PUD. While the owner was receptive to the conversation, ultimately it was determined by the owners of the property to keep the PUD in place. Staff evaluated the proposed uses in the PUD plan and assigned land uses it felt most appropriate and consistent with the proposed Land Development Code. Staff disagrees with the applicant's assessment that the SR designation was a mistake, particularly when the area was proposed to contain single-family detached houses or have "minimal disturbance".

Blackberry Hills is one of Oxford's earliest PUDs. Since the initial approval of this PUD in 2005, Oxford's Land Development Code has become more sophisticated, especially with respect to PUDs. Staff believes that the information provided with the Blackberry Hills PUD, as approved and amended, lacks critical information necessary for it to develop. Staff has met with many developers interested in Blackberry Hills but the lack of information has proven to be a continued

barrier with its development. Ultimately, this is a primary reason Staff proposed removing the PUD designation to one of the owners in 2017.

The proposed change in use will facilitate additional density, and building types that are not otherwise allowed in the Suburban Residential District. Neighborhood Residential allows up to 9 units per acre (compared to 6 in Suburban Residential), and it allows for the construction of detached, and attached units (including duplex, triplex, quadplex units and townhomes). This zoning is consistent with the surrounding area. As the community has seen over the past few years, there is considerable demand and need for housing in Oxford as the University enrollment has grown considerably since COVID.

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

Planning Commission Meeting (July 14, 2025)

A link to the recording of the July 14th, 2025, Planning Commission meeting is provided below. As this meeting was held on Tuesday, the draft minutes are still in production.

[Case #3244 – Blackberry Hills 10 Acres Rezoning](#) (This item should begin at 22:54)

Planning Commission Recommendation:

At the July 14, 2025, Planning Commission meeting, after determining that there was sufficient change in the character of the neighborhood and that there was a public need, Commissioner Latimer made a motion to recommend approval of the requested rezoning to the Mayor and Aldermen that was seconded by Commissioner Murphy. The motion carried with a unanimous vote 7-0 vote.

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

**Case 3244**

To: Oxford Planning Commission
From: Benjamin Requet, AICP; Director of Planning
Date: July 14, 2025

Applicant: Snider Development, LLC (Greg Snider)
Owner: Same
Request: Zoning Map Amendment to change the underlying zoning from (SR) Suburban Residential to (NR) Neighborhood Residential
Location: Northwood Trails & Christman Road (PPIN #27674)
Zoning: PUD- Planned Unit Development; underlying zoning (SR) Suburban Residential

Surrounding Zoning:

North: County A1

South, West & East: (NR) Neighborhood Residential & (TNB) Traditional Neighborhood Business

Case History: Case #1634 – PUD Amendment – April 2012
 Case #1253 – Site Plan Approval – November 2005
 Case #1236 – Special Exception, Allowed PUD – October 2005

Planning Comments: The Blackberry Hills Planned Unit Development (PUD) received its initial approval in October 2005, was annexed into the City of Oxford in 2006, and underwent an amendment in April 2012. Development to date has focused primarily on residential uses, though the plan also designates certain areas for mixed-use purposes. Substantial progress has been made along Molly Barr Road and adjacent northern sections, featuring a combination of attached and detached homes in both cottage and townhouse designs. In contrast, the southwestern sections of the property remain largely undeveloped. The zoning established for this PUD aligns with the approved plat, supporting a blend of residential options and commercial mixed-use spaces.

In 2012, only approximately 39 residential structures were constructed in the Grove Hill Condominium development on property then owned by Alumni Properties, and a new developer, Chance Properties, approached the City to not only amend the Alumni Properties portion of the Blackberry Hills PUD, but to also add an additional 20 acres on the north side of the original PUD. The proposed modification introduced changes to the PUD plan that enabled the Highland

Square Development, encompassing all existing development in the area. This includes additional detached homes, duplexes, townhomes, and multi-family residences, some of which incorporate commercial mixed-use spaces. In 2022, the Rowandale Residential Common Interest Development (RCID) was established. Many of the homes, previously leased by a single entity, were sold individually.

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a 25,000-square-foot grocery store within 1 mile, and the pending Chickasaw Creek Condominium Development at 3115 Chickasaw Road, approximately 0.1 miles away, reflect the increasing demand for residential and commercial development.

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These changes justify the need to rezone the property to better align with the area's evolving character and growth in population, density, in fill development and infrastructure improvements.

In addition to the physical changes in the surrounding area, the proposed rezoning aligns with the Traditional Neighborhood Development (TND) principles outlined in Oxford’s Vision 2037 Comprehensive Plan. The plan encourages higher-density, walkable, and connected neighborhoods that blend housing types and are located near commercial services and schools. The proximity of the subject property to infrastructure improvements, such as the roundabout at Molly Bar Road, new OUT Bus stops, the new commercial services at Sullivan’s Marketplace, and the nearby Chickasaw Creek attached condominium development, make this rezoning particularly suitable.

The Comprehensive Plan emphasizes connectivity and proximity to commercial amenities, as well as the public need for housing to accommodate Oxford’s growing population, particularly from the University of Mississippi. The rezoning to Neighborhood Residential (NR) helps fulfill these objectives by enabling higher-density residential development that supports Oxford’s sustainable and compact growth goals.

Mistake:

The subject 10 acres SR parcel sticks out like a sore thumb. It’s an island of incompatible development surrounded by higher density for miles. It does not work with the current neighborhood and it not feasible to develop detached homes due the topography and need. The rezoning amendment would better align the property's current zoning designation, surrounding land uses, and intended future land use plans. The property’s current Suburban Residential (SR) zoning does not optimize the site’s potential within the Traditional Neighborhood Development (TND) place type, which envisions higher-density residential developments. Rezoning the property to Neighborhood Residential (NR) will better align it with the City's comprehensive

growth strategy, ensuring consistency with zoning of adjacent properties and accommodating the growing demand for housing.

If the picture on the front doesn't indicate a map error, then we don't really know what else a map error could look like. Does it make any sense? The current Suburban Residential (SR) zoning of the 10-acre property which was always a part of Rowandale is misaligned with surrounding land uses and the city's future development plans. Key issues corrected by the proposed Neighborhood Residential (NR) zoning include:

- **Inconsistency with Surrounding Zoning:** The property is surrounded by NR-zoned land on all sides, rendering the SR designation illogical under the 2025 planning context.
- **Misalignment with TND Vision:** The SR zoning does not support the higher density residential development envisioned in the TND place type, which is outlined in the Comprehensive Plan.
- **Underutilization of Potential:** The SR zoning limits the site's ability to accommodate the growing demand for housing and integrate with the mixed-use character of adjacent developments like Rowandale and Lamar.

The prior owner visited with the original Developer of Highland Square that owned this subject parcel. Per A. Feinhour, President of Student Quarters, "NO, it was never intended to be green space or left undeveloped. Our site plan used the topography of the initial 2 phases to build Highland Square. Evidence still remains of roads and infrastructure showing future development of the same type of unit mix as currently built into the 10-acre site. It was cost prohibitive to develop that part of the site at the time due to the topography. However, it was always going to be a final phase of Highland Square prior to our sale of the property"

Rezoning to NR corrects these errors by aligning the property with the zoning of surrounding areas, optimizing its development potential, and ensuring consistency with Oxford's comprehensive growth strategy.

Additional Staff Comments:

The applicant points out that there have been changes in the character of the neighborhood partly attributed to development nearby or in close proximity to this site, and with infrastructure changes, particularly to Molly Barr Road with the installation of a new roundabout at Chickasaw, in addition to the multiple roundabouts constructed on Highway 30 in front of the Colonnade Crossing development. It is also important to note that the City of Oxford plans to commence construction of a new roundabout, replacing the traffic signal, at the intersection of Molly Barr Road and North Lamar this fall. This area continues to develop with housing and a mixed-use commercial center has been approved near this site.

During the Comprehensive rezoning in 2017, Staff met with one of the owners of the Blackberry Hills PUD about removing the PUD designation due to inactivity of the development and due to the lack of detailed information to facilitate the development of the PUD. While the owner was receptive to the conversation, ultimately it was determined by the owners of the property to

keep the PUD in place. Staff evaluated the proposed uses in the PUD plan and assigned land uses it felt most appropriate and consistent with the proposed Land Development Code. Staff disagrees with the applicant's assessment that the SR designation was a mistake, particularly when the area was proposed to contain single-family detached houses or have "minimal disturbance".

Blackberry Hills is one of Oxford's earliest PUDs. Since the initial approval of this PUD in 2005, Oxford's Land Development Code has become more sophisticated, especially with respect to PUDs. Staff believes that the information provided with the Blackberry Hills PUD, as approved and amended, lacks critical information necessary for it to develop. Staff has met with many developers interested in Blackberry Hills but the lack of information has proven to be a continued barrier with its development. Ultimately, this is a primary reason Staff proposed removing the PUD designation to one of the owners in 2017.

The proposed change in use will facilitate additional density, and building types that are not otherwise allowed in the Suburban Residential District. Neighborhood Residential allows up to 9 units per acre (compared to 6 in Suburban Residential), and it allows for the construction of detached, and attached units (including duplex, triplex, quadplex units and townhomes). This zoning is consistent with the surrounding area. As the community has seen over the past few years, there is considerable demand and need for housing in Oxford as the University enrollment has grown considerably since COVID.

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

May 20, 2025

PPIN 27674 Parcel ID 135C-16-032.01 10 Acres Adjacent to Rowandale Condominium

PPIN 27674 Parcel ID 135C-16-032.01 10 Acres Adjacent to Rowandale Condominium



Response to Rezoning Amendment Questions

1. Please describe what has changed or the changing conditions that make the passage of this zoning amendment necessary?

The neighborhood surrounding the subject property has experienced significant changes due to various developments and infrastructure improvements. The proposed dissolution of the Blackberry Hills PUD is a critical change that allows the property to be aligned with its intended future land use under the Traditional Neighborhood Development (TND) plan. Additionally, nearby NEW neighborhood developments, such as Colonnade, the Lamar Sullivan's Marketplace, a 25,000-square-foot grocery store within 1 mile, and the pending Chickasaw Creek Condominium Development at 3115 Chickasaw Road, approximately 0.1 miles away, reflect the increasing demand for residential and commercial development.

The Blackberry Hills "PUD" was never properly created, as has been documented multiple times to staff and attorneys, under MS Law. It has been problematic and ambiguous and there have been multiple attempts to understand it by staff, owners and developers since inception. Even the prior owners did not know what they had or what could be done. Removing all 220 Rowandale parcels and the 10 Acres from the "PUD" allows the City and new owner to work together without complication or ambiguity on who can do what. Upon successful rezoning and removal of the Rowandale and its adjacent subject property from the existing "PUD" the Callicutt parcel will be the only owner left in Blackberry Hills and unencumbered to work with the City Planning Department and Aldermen to develop a new PUD Document and Plat, without interference from other potential PUD Owners.

These changes justify the need to rezone the property to better align with the area's evolving character and growth in population, density, in fill development and infrastructure improvements

2. What other circumstances justify the proposed change?

In addition to the physical changes in the surrounding area, the proposed rezoning aligns with the Traditional Neighborhood Development (TND) principles outlined in Oxford's Vision 2037 Comprehensive Plan. The plan encourages higher-density, walkable, and connected neighborhoods that blend housing types and are located near commercial services and schools. The proximity of the subject property to infrastructure improvements, such as the roundabout at Molly Bar Road, new OUT Bus stops, the new commercial services at Sullivan's Marketplace, and the nearby Chickasaw Creek attached condominium development, make this rezoning particularly suitable.

The Comprehensive Plan emphasizes connectivity and proximity to commercial amenities, as well as the public need for housing to accommodate Oxford's growing population, particularly from the

University of Mississippi. The rezoning to Neighborhood Residential (NR) helps fulfill these objectives by enabling higher-density residential development that supports Oxford's sustainable and compact growth goals.

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

The subject 10 acres SR parcel sticks out like a sore thumb. It's an island of incompatible development surrounded by higher density for miles. It does not work with the current neighborhood and it's not feasible to develop detached homes due to the topography and need. The rezoning amendment would better align the property's current zoning designation, surrounding land uses, and intended future land use plans. The property's current Suburban Residential (SR) zoning does not optimize the site's potential within the Traditional Neighborhood Development (TND) place type, which envisions higher-density residential developments. Rezoning the property to Neighborhood Residential (NR) will better align it with the City's comprehensive growth strategy, ensuring consistency with zoning of adjacent properties and accommodating the growing demand for housing.

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The prior owner visited with the original Developer of Highland Square that owned this subject parcel. Per A. Feinhour, President of Student Quarters, "NO, it was never intended to be green space or left undeveloped. Our site plan used the topography of the initial 2 phases to build Highland Square. Evidence still remains of roads and infrastructure showing future development of the same type of unit mix as currently built into the 10 acre site. It was cost prohibitive to develop that part of the site at the time due to the topography. However, it was always going to be a final phase of Highland Square prior to our sale of the property"

Rezoning to NR corrects these errors by aligning the property with the zoning of surrounding areas, optimizing its development potential, and ensuring consistency with Oxford's comprehensive growth strategy.

*** Present Zoning Classification of Property**

The present zoning classification of the property is Suburban Residential (SR).

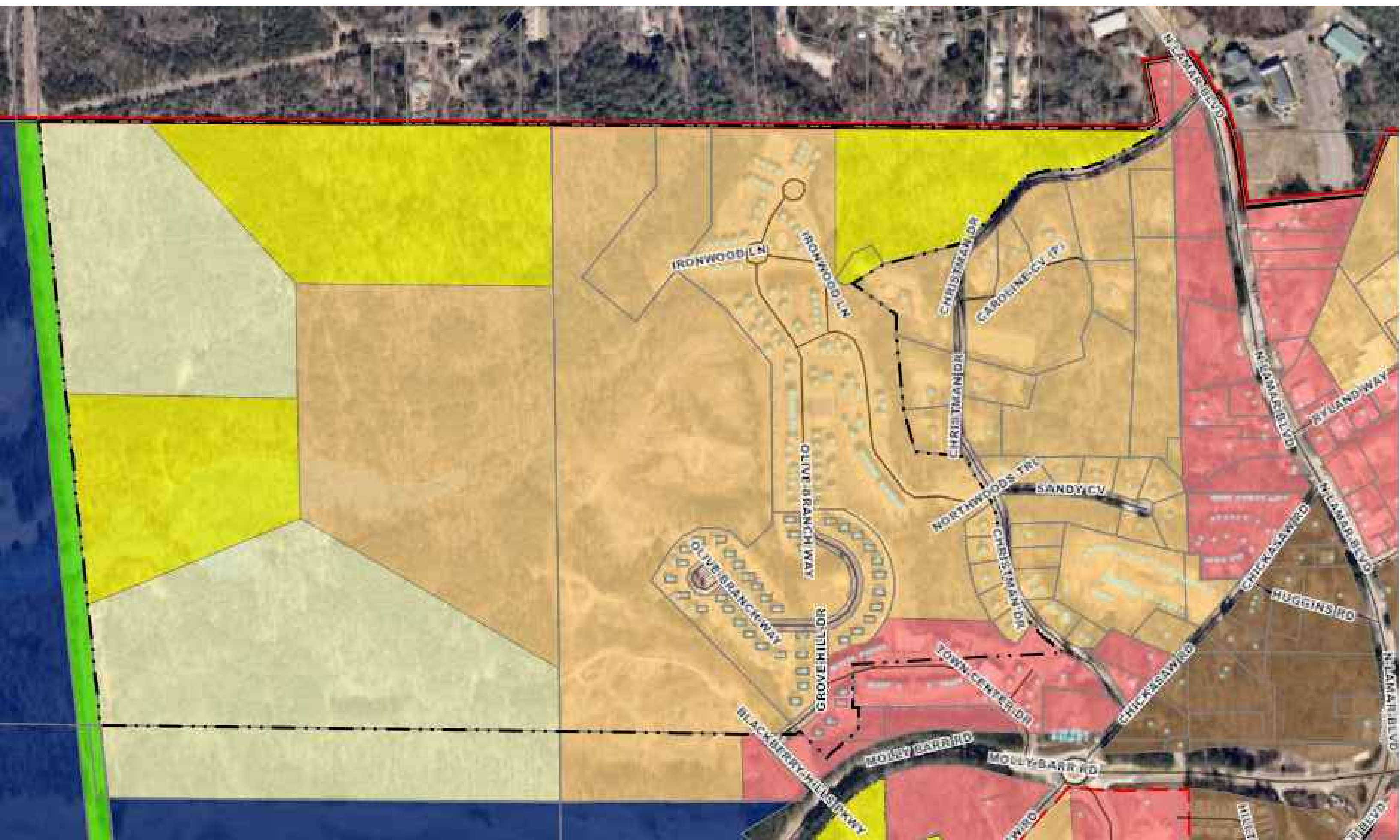
*** Proposed Zoning Classification of Property**

The proposed zoning classification of the property is Neighborhood Residential (NR).

*** Number of Acres**

The subject property is 10 acres in size. The Rowandale sight is 47.92 acres. Rowandale will revert to its underlying zoning (NR) and joins in this request as it is fully developed with no future growth or expansion other than the subject 10 acres adjoining it. The Rowandale site currently has the same underlying zoning that the 10 acre applicant is requesting.

Both the subject and the Rowandale parcels being removed from the Blackberry Hills “PUD” is contingent upon the 10 acre site being rezoned to SR. Once that is done, the Callicutt parcel will be the only owner left in Blackberry Hills and unencumbered to work with the City Planning Department and Aldermen to develop a new PUD Document and Plat, without interference from other potential PUD Owners.





Commencing from a cotton picker spindle found marking the Northeast corner of Section 16, Township S3, Range 3 West, Lafayette County, Missouri; run thence South 65°24'57" West for a distance of 98.48 feet to a 1/2" rebar found on the West right-of-way line of Christian Drive (20.00 feet from centerline), said rebar being at the beginning of a circular curve to the right, said rebar also being the Point of Beginning of this curve; run thence along said curved path having a radius of 366.39 feet, an arc length of 193.27 feet, a chord bearing of South 72°40'46" West and a chord length of 139.91 feet to a 1/2" rebar set (20.00 feet from centerline); run thence North 87°47'30" West for a distance of 124.86 feet to a 1/2" rebar set (20.00 feet from centerline) at the beginning of a circular curve to the left; run thence along said curved path having a radius of 366.39 feet, an arc length of 193.27 feet, a chord bearing of South 72°40'46" West and a chord length of 139.04 feet to a 1/2" rebar set (20.00 feet from centerline); run thence North 87°47'30" West for a distance of 124.86 feet to a 1/2" rebar set (20.00 feet from centerline) at the beginning of a circular curve to the left; run thence along said curved path having a radius of 366.39 feet, an arc length of 193.27 feet, a chord bearing of South 72°40'46" West and a chord length of 128.53 feet to a chord bearing of South 88°28'18" West and a chord length of 126.06 feet to a 1/2" rebar set (20.00 feet from centerline); run thence along said curved path having a radius of 366.39 feet, an arc length of 155.65 feet, a chord bearing of South 88°28'18" West and a chord length of 116.40 feet to a 1/2" rebar set (20.00 feet from centerline) at the beginning of a circular curve to the right; run thence along said curve having a radius of 971.43 feet, an arc length of 67.89 feet, a chord bearing of South 43°58'12" West and a chord length of 67.88 feet to a 1/2" rebar set (18.37 feet from centerline); run thence South 45°59'54" West for a distance of 127.84 feet to a 1/2" rebar set (22.74 feet from centerline) at the beginning of a circular curve to the left; run thence along said curved path having a radius of 82.93 feet, an arc length of 29.69 feet, a chord bearing of South 36°28'56" West and a chord length of 29.53 feet to a 1/2" rebar found (22.90 feet from centerline); run thence South 75°33'12" West leaving said right-of-way line for a distance of 327.10 feet to a 1/2" rebar found; run thence along said straight line for a distance of 116.40 feet to a 1/2" rebar found; run thence North 65°24'57" East for a distance of 116.40 feet to a 1/2" rebar found; run thence South 33°32'12" West for a distance of 137.49 feet to the point in the centerline of said ditch, passing through a reference rebar found 16.14 feet back; run thence North 17°10'51" West leaving said ditch for a distance of 107.79 feet to a point; run thence North 00°16'31" East for a distance of 375.94 feet to a point; run thence North 89°59'28" East for a distance of 168.84 feet to a point; run thence North 00°01'20" East for a distance of 187.09 feet to a point on the North side of a barbed wire fence line; run thence South 89°44'32" East along and said fence line for a distance of 235.52 feet to a 1/2" rebar found; run thence South 89°45'34" East leaving said fence line for a distance of 116.40 feet to a 1/2" rebar found; run thence North 17°10'51" West leaving said ditch for a distance of 107.79 feet to a point; run thence North 00°16'31" East for a distance of 375.94 feet to a point; run thence North 89°59'28" East for a distance of 168.84 feet to a point; run thence North 00°01'20" East for a distance of 187.09 feet to a point on the North side of a barbed wire fence line; run thence South 89°44'32" East along and said fence line for a distance of 235.52 feet to a 1/2" rebar found; run thence South 89°45'34" East leaving said fence line for a distance of 116.40 feet to a 1/2" rebar found; run thence North 17°10'51" West leaving said ditch for a distance of 107.79 feet to a point; run thence North 00°16'31" East for a distance of 375.94 feet to a point; run thence North 89°59'28" East for a distance of 168.84 feet to a point; run thence North 00°01'20" East for a distance of 187.09 feet to a point on the North side of a barbed wire fence line; run thence South 89°44'32" East along and said fence line for a distance of 235.52 feet to the Point of Beginning of this description. Said tract contains about 10.00 acres more or less.

1 of 1

10 Acre Rezone Request From SR to NR – PPIN 27674

Description: A tract of land being a fraction of the Northeast Quarter (NE 1/4) of Section 16, Township 8 South, Range 3 West, Lafayette County, Mississippi; being described in more detail as follows:

Commencing from a cotton picker spindle found marking the Northeast corner of Section 16, Township 8 South, Range 3 West, Lafayette County, Mississippi; run thence South 65°24'57" West for a distance of 98.48 feet to a 1/2" rebar found on the West right-of-way line of Christman Drive (20.00 feet from centerline), said rebar being at the beginning of a circular curve to the right, said rebar also being the Point of Beginning of this description; run thence along said right-of-way line as follows: along said curve having a radius of 2,536.19 feet, an arc length of 138.61 feet, a chord bearing of South 63°26'58" West and a chord length of 138.59 feet to a 1/2" rebar set (20.00 feet from centerline) at the beginning of a circular curve to the left; run thence along said curve having a radius of 366.39 feet, an arc length of 193.27 feet, a chord bearing of South 72°40'47" West and a chord length of 191.04 feet to a 1/2" rebar set (20.00 feet from centerline); run thence South 87°47'30" West for a distance of 124.86 feet to a 1/2" rebar set (20.00 feet from centerline) at the beginning of a circular curve to the left; run thence along said curve having a radius of 188.56 feet, an arc length of 128.53 feet a chord bearing of South 58°28'18" West and a chord length of 126.06 feet to a 1/2" rebar set (20.00 feet from centerline); run thence South 38°57'56" West for a distance of 154.45 feet to a 1/2" rebar set (20.00 feet from centerline) at the beginning of a circular curve to the right; run thence along said curve having a radius of 971.43 feet, an arc length of 67.89 feet, a chord bearing of South 43°58'12" West and a chord length of 67.88 feet to a 1/2" rebar set (18.37 feet from centerline); run thence South 45°59'54" West for a distance of 127.84 feet to a 1/2" rebar set (22.74 feet from centerline) at the beginning of a circular curve to the left; run thence along said curve having a radius of 82.93 feet, an arc length of 29.69 feet, a chord bearing of South 36°28'56" West and a chord length of 29.53 feet to a 1/2" rebar found (22.90 feet from centerline); run thence South 75°33'12" West leaving said right-of-way line for a distance of 327.10 feet to a 1/2" rebar found; run thence North 30°56'05" West for a distance of 98.66 feet to a 1/2" rebar found; run thence South 67°07'22" West for a distance of 94.62 feet to a 1/2" rebar found; run thence South 33°21'22" West for a distance of 137.49 feet to a point in the centerline of a ditch, passing through a reference rebar found 16.14 feet back); run thence North 17°10'51" West leaving said ditch for a distance of 107.79 feet to a point; run thence North 00°16'31" East for a distance of 375.94 feet to a point; run thence North 89°59'28" East for a distance of 166.84 feet to a point; run thence North 00°01'20" East for a distance of 187.09 feet to a point on the North side of a barbed wire fence line; run thence South 89°44'32" East along and near said fence line for a distance of 233.52 feet to a 1/2" rebar found; run thence South 89°45'34" East leaving said fence line for a distance of 474.84 feet to a 1/2" rebar set; run thence South 01°10'51" West for a distance of 14.55 feet to a 1/2" rebar found; run thence South 75°47'00" East for a distance of 97.14 feet to a 1/2" rebar found; run thence South 82°30'50" East for a distance of 150.04 feet to a 1/2" rebar found; run thence North 86°26'28" East for a distance of 235.35 feet to the Point of Beginning of this description. Said tract contains 10.00 acres more or less.

Mayor and Board of Alderman.....
% Oxford Planning Commission
Courthouse Square
Oxford, MS 38655

June 30, 2025

Dear Mayor and Board:

My name is Beth Fitts. I have lived in the Christman Drive neighborhood of Oxford for 40 years. My late husband, DeDe Fitts, and our two children have been a part of this neighborhood as well, and we have owned rental property in the vicinity. I live on 3 acres next to the proposed development. I love this neighborhood and the good and dependable people who have lived here for years and have contributed much to the Oxford Community.

After a neighborhood meeting at my house, I am writing on behalf of my neighbors as well as voicing my own heart in support of the proposal to remove the 10 acres beside my house and the Rowendale Condominium Community behind my house from the Blackberry PUD and to support the requests to rezone the property to Neighborhood Residential.

In recent months I believe this area of town has changed significantly with developments in the near vicinity as evidenced by The Lamar, Chickasaw Creek, and the Colonnade. Of course, we know of many other such developments around Oxford. I believe with the careful attention of the Mayor, the Alderman, the Planning Commission, and the City staff (several of whom I have spoken to during this process), that the neighborhood will survive and thrive.

I have had numerous conversations with George Haymens and with Peyton Adams, and I trust they and the Developer they represent will take care of the needs of our neighborhood.

The Developers have promised to do the following items listed below. If you will make those parts of your recommendations and accept these requests, then they have my support and the support of the neighborhood in proceeding to rezone to Neighborhood Residential. The items promised follow:

Construct sidewalks along Christman Drive throughout their property line to North Lamar. We also request they have gutters and curbs as the city normally recommends. (We ask you to consider adding curbs and gutters on the other side of the road if there is room and put lines down the center - needed because of the increase in traffic. These would be more like the Rowendale plan on Christman Drive.

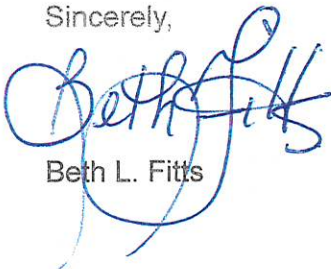
- 1) Widen Christman Drive by at least 5 feet in areas shown on the development drawing. This road has some dangerous spots because of the narrow width and drop-offs.

- 2) Locate the main entrance to the development as close to North Lamar as the site plan will allow. Redesign the entrance onto Lamar for more visibility and less height. Add a turn lane there as well.
- 3) Relocate the common amenities to the existing Rowandale Parcel. We note the dog park at the BACK of the 10 acres on the drawing as acceptable if necessary.
- 4) Plot a minimum of 60 feet of buffer of UNDISTURBED trees between my north line and theirs.
- 5) Develop a stormwater retention plan for run off that is not part of the buffer mentioned above - no "pools" for water near the buffer zone.
- 6) Arrange condo units toward the side and back as shown in the plans we received and single-family unit houses more toward the neighborhood and my property.
- 7) Save as many trees as possible with no clear-cutting of the 10 acres.
- 8) Put sidewalks along Christman Drive throughout their property to North Lamar. The neighborhood requests curbs and gutters with the sidewalks - and a center line to help with increased traffic safety. This would look more like the Rowendale plan on the far end of Christman. (One neighbor requests consideration of sidewalks on both sides if space permits.) NOTE: At some point, we would like to talk about adding sidewalks for the current middle part, realizing we might need to give up some right-of way to make that happen.)

Most importantly, we were told this development would be structured for high-end quality (\$400,000-\$530,000) individual sales - not public rental and not student housing by lease/rent. This is a HUGE part of our agreement to this proposal. We ask that you make it a top priority.

Thank you for your service to our city and for the excellent work you have done in the past. Our Christman Drive neighborhood trusts you with this endeavor.

Sincerely,



Beth L. Fitts

Trent Lott
64 County. Road
Oxford, MS 38655

June 16, 2025

Mayor Tannehill:

I am working with a group of alumni and interested parties that have been attempting to rezone a property that will be beneficial to Oxford Student Housing issues and create a boutique solution that has been requested and encouraged by the University.

I would like to encourage your support for the mild rezoning of the 10 acres next to Rowandale from Suburban Residential (SR) to Neighborhood Residential (NR). The purpose of this request is to fairly zone the property consistent with all of its adjoining properties and to accommodate the growth of the neighborhood on the North side of Oxford.

This rezoning request will allow row style houses vs detached only houses in the current zoning. There is a modest increase in density but will allow for large, wooded buffers between any single family residential.

Please consider that Mayor and Boards approval of this project will allow our team to move forward in establishing an immediate need to university staff, assistant professors, and others that have been impacted by the lack of supply and increased housing costs.

Should you need any additional information from me please feel free to contact me or my assistant Jennifer Roberts who is cc'd on this email.

Sincerely,

Trent Lott

Frank A. Wood, III
Christman Drive
Oxford, MS 38655

Re: Case Nos. 3244 and 3245
10 Acres adjoining Rowandale

Dear Mayor Tannehill and Mr. Rigby:

I am Frank Wood, III and a resident of 428 Christman Drive. I am writing in support of the upcoming matters before your respective Boards and Commissions. The applications request to remove the 10 Acre (Final Phase of Rowandale Condominium) from the Blackberry Hills PUD and to rezone the underlying property from SR to NR.

As an attorney, familiar with title and real estate law, I have looked over these issues, reviewed the applications, discussed the intended uses with the developer's team, met with my neighbors, aldermen and other stake holders. After much discussion, my family urges your support of the rezoning and PUD removal applications.

We believe the neighborhood has significantly changed for the better since the conversion from Highland Square to Rowandale Condominiums. Crime has decreased, property values have increased, infrastructure has improved and other intangibles.

All you have to do is drive around the North Lamar- Chickasaw-Christman circle to see the new construction and growth. Furthermore, the additions Chickasaw Creek, the Colonnade, the Lamar and the strengthened infrastructure along Molly Barr and Highway 30 emphasize that this area is poised for continued growth. Although our family is one of the last few homesteaded families on Christman, we know that it is time for change and that our neighborhood has changed and will continue to change. Accordingly, we believe this development will have positive impacts that will improve infrastructure, add sidewalks, increase availability of utilities and other benefits. We are aware of increased traffic, but it is a tradeoff we are willing to make.

I greatly appreciate the Developer's professional team calling, coming to meet with me and my neighbors, and reaching out to make sure we understood the application and to see if we had any questions. We believe this has been a collaborative effort and join in Mrs. Fitt's recommendation.

May 22, 2012

Christopher Kritzman
Chance Properties
5256 Peachtree Rd.
Atlanta, GA 30341

RE: Notice of Approval
Request: Special Exception
Case: #1634 - 100 Grove Hill Dr.

Dear Sir:

Please be advised that the Board of Adjustment in regular session on April 9, 2012 has approved your request for Special Exception to amend Blackberry Hills Planned Unit Development, Oxford, Mississippi.

Approval of your request for Case #1634 was approved with the following conditions:

1. That all improvements to Cristman Drive be completed as directed by the Director of Public Works, and;
2. Permits for the project be issued within 18 months from the date of final approval or the Special Exception is voided, and;
3. Commercial uses depicted on the presented conceptual site plan be limited to the uses permitted in the (NB) Neighborhood Business District, and;
4. Turn lanes be constructed at all points of access to the project from Molly Barr Road.

Sincerely,

Tim Akers,
City Planner

Case 1634

Applicant: Christopher Kritzman
Chance Properties
5256 Peachtree Road
Atlanta, GA
404-861-8063

208 UNITS
~~582 residents~~
~~738 beds~~ 737 BEDS

Developer: Same

Request: Special Exception request to amend Blackberry Hills Planned Unit Development (PUD)

Location: 100 Grove Hill Drive (north of Molly Barr Road west of Cristman Drive)

GRAVE HILL

Zoning History: The Blackberry Hills PUD was approved by Planning Commission on October 10, 2005 and by the Board of Aldermen on February 7, 2006

Planner's Comments: The original Blackberry Hills PUD was a 262 acreage project predominately residential in use with 28 acres of mixed use. The property owners were BMT Properties and Alumni Properties. Since approval of the original PUD, approximately 39 residential structures have been completed on property owned by Alumni Properties. The applicant, Chance Properties, has an option on the Alumni Properties portion of Blackberry Hills and is requesting not only to amend the Alumni portion of the PUD but to add an additional 20 acres on the north side of the original PUD.

Commercial uses in a planned unit development shall not constitute over 25 % of the land area and land area occupied by residents, business, public and other buildings and accessory structures shall not exceed 45 % of the total land area of such development. Further, planned unit developments shall provide at least 20 % of the parcel proposed for passive or active recreational purposes. Except for commercial, the development densities for the amended portion of the PUD are less than approved in the original PUD. The commercial uses in the original PUD constituted 10.7% of the total land area and the commercial uses in the amended PUD (not including the additional 20 acres to the north) will constitute 11 % of the total land area.

Findings and Conditions: If the Planning Commission finds granting the Special Exception would not adversely affect the public interest staff would recommend approval with the following conditions:

1. all improvements to Cristman Drive shall be completed as directed by the Director of Public Works and;
2. permits for the project shall be issued within 18 months from the date of final approval or the Special Exception is voided and;
3. commercial uses depicted on the presented conceptual site plan shall be limited to the uses permitted in the (NB) Neighborhood Business District and;
4. turn lanes shall be constructed at all points of access to the project from Molly Barr Road and;
- ~~5. the \$10,000 voluntary contribution to the city shall be used for improvements to the pedestrian pathway and/or transit capital expenses associate with provision of service to the development.~~

APPLICATION FOR SPECIAL EXCEPTION

City of Oxford

107 Courthouse Square, Oxford, MS 38655

Applicant's Name Chance Partners

Mailing Address 5256 Peachtree Rd, Suite 135, Atlanta, GA 30341

Address of Property in Question 100 Grove Hill Drive

Telephone Number (s) Day 404-861-8063 Night 404-861-8063

Interest in Property () Owner () Leaseholder ☒ Option to Purchase

☒ Other Under Contract

Application for Special Exception is being made under Section 150 of the Zoning Ordinance

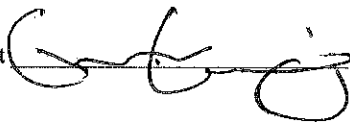
Property is zoned Planned Unit Development (PUD)

Describe in detail the proposed Special Exception being sought We are requesting the PUD be amended as detailed on the site plan to allow for mixed-use zoning.

Explain how the proposed Special Exception would be in harmony with the character of the neighborhood and not detrimental to other property or persons in the neighborhood

The existing community stalled with only 39 of 131 lots being developed; the land had been clear cut. The new development will complete construction & install landscaping that will compliment the existing & surrounding neighborhood. It will also help minimize site erosion & run-off, provide 75% greenspace to add value to the surrounding neighborhoods.

Signature of Applicant



Date 3-22-12

FOR CITY USE ONLY

Date Filed _____ Filing Fee Paid \$ _____

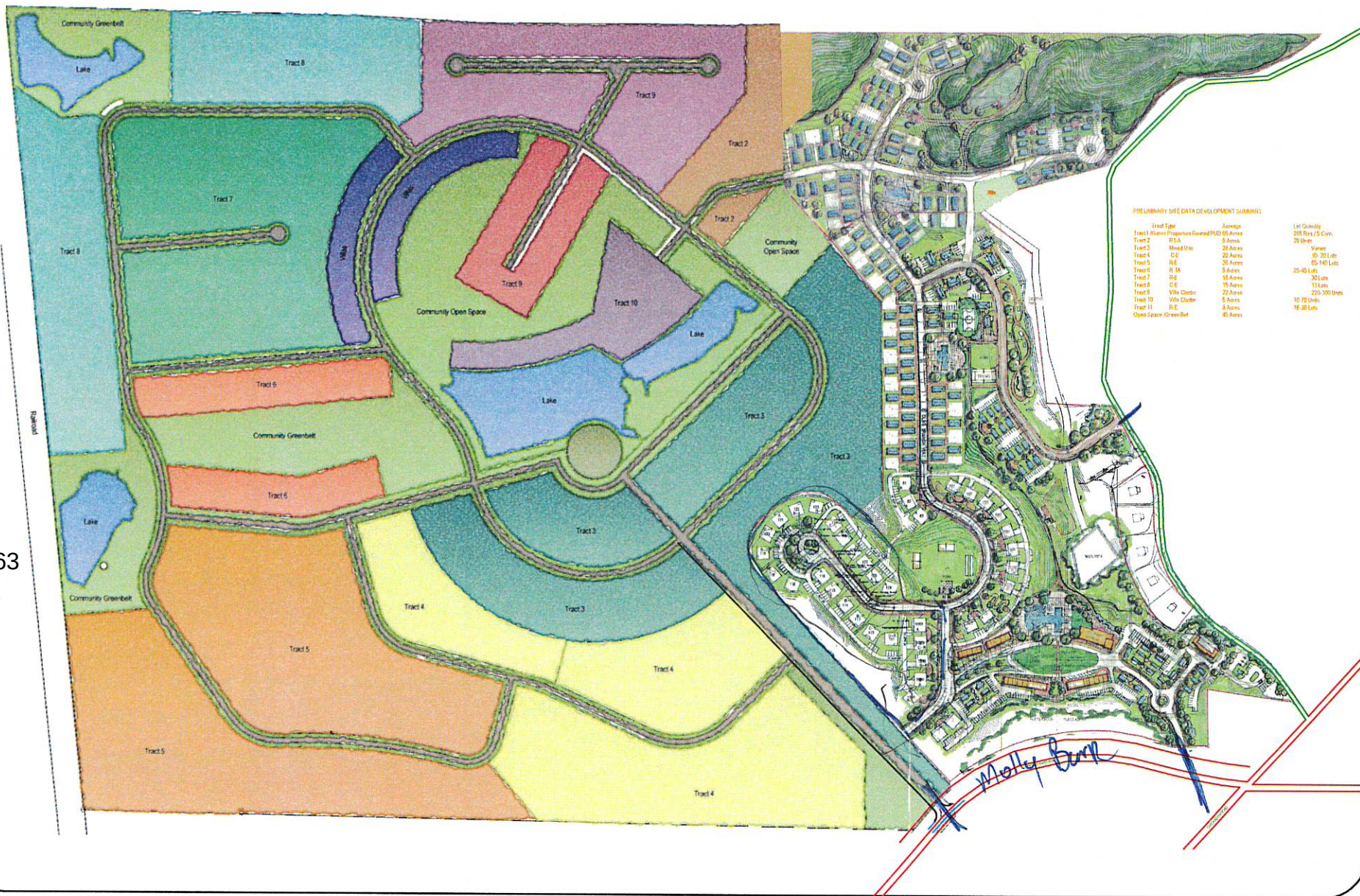
Date of Public Hearing _____

Decision of Board of Adjustment _____

Effective Date _____

Zoning Administrator

Date



WILLIAMS ENGINEERING CONSULTANTS, INC.
Professional Engineers | Professional Land Surveyors

720 NORTH LAMAR BOULEVARD, SUITE A
P.O. BOX 1117
OXFORD, MISSISSIPPI 38655

Black Berry Hills
A Planned Unit Development
Molly Barr Road
Oxford, Mississippi

REVISION	DATE

Scale: NTS
Date: April 9, 2012
File:
Proj No.: SD-112119
Drawn By:
Checked By:
Sheet Title:
Sheet No.: 1

EXHIBIT-A

Proposed Mix

Residential Unit Type	# Units	# Beds	Sq. Ft.	Total Sq. Ft.
Flats	4	2	1,292	5,168
Cottages	26	2	1,320	34,320
	50	3	1,428	71,400
	49	4	1,670	81,830
	20	5	1,870	37,400
Townhomes	8	3	1,472	11,776
	2	3	1,557	3,114
	8	3	1,520	12,160
	2	3	1,588	3,176
Existing	39	4	2,100	81,900
Residential Total	208			342,244

Commercial Unit Type	# Units	Total Sq. Ft.
Commercial Space	5	54,300
Commercial Total	5	54,300

Roads & Parking	Total Sq. Ft.
Roads & Parking Total	396,200

Amenity Total	Total Sq. Ft.
Amenity Total	11,500

Greenspace Total	Total Sq. Ft.
Greenspace	2,082,216



The Highlands at Oxford
A Planned Unit Development
Chance Partners, LLC
Section 16, Township 8 South, Range 3 West
City of Oxford, Lafayette County, Mississippi

The Highlands at Oxford (“Highlands” or “The Highlands”) is a portion of an existing planned unit development (PUD)(Blackberry Hills) that proposes a diverse mix of 2-, 3-, 4-, and 5-bedroom residential and commercial uses (further defined in Exhibit-A). The proposed concept will not only complement, but will vastly improve upon the existing buildings and community currently known as “Grove Hill”.

The Highlands plan is to create a New Urbanist community that offers its audience a unique, highly-amenitized residential and retail lifestyle. The community will center on a town square offering a mid-density blend of retail, townhomes, flats-above-retail, a community clubhouse, amenity areas including a pool and ample, lush landscaping. The town square façade will offer buildings of varying height that will offer visual delight and form cohesive building lines traditionally associated with the downtown Oxford Square area.

The town square elevations will consist of a mix of brick, stucco and wood siding to reflect the character of the historic Oxford area. There are proposed cantilevered porches with standing seam roofs that are components of early turn of the century small town residential brownstone buildings. There will be on-site parking for each resident, with parking generally set behind the building(s) to help create and promote a more pedestrian-friendly environment.

Town square retailers will be limited to the types of businesses that would locate in the Neighborhood Business & Professional Office Districts, and likely include an urban market and a coffee shop. Additional retail space in the town square will be occupied by amenities typically reserved for community clubhouses, including the fitness center, business center and movie theatre. The purpose of moving these amenities out of the clubhouse and into the town square is to help create a more lively street presence.

Moving away from the town square, density transitions from mid-to-low as townhomes become less prevalent and give way to more single-family-home, cottage-style structures. The cottages will be evenly spread throughout the community outside of the town square, and will generally be clustered together in groups of 2-4 to help create pocket neighborhoods within the community. Similar to the town square residences, parking will typically be set behind the cottages. The cottages will be constructed with a mix of wood siding and brick and will generally offer sweeping front, side and/or rear porch areas.

Interspersed amongst the cottages will be more an amazing mix of residential amenities that include; two pools, two dog parks, a basketball and tennis court, walking/jogging/fitness/bike trails and vast greenspace. The amenities are an integral part of the overall development far exceeding the 20% required by code. The 72.5% amenity / greenspace offers the Highlands' residents a setting different from all other developments in the area.

The Developer is dedicated to promoting safety for The Highlands residents, visitors, neighbors and passersby. The developer is actively working on a traffic impact study and hopes to have the results to share very soon; however, regardless of the results of that study, the Developer proposes installing a northbound left-turn lane into the Highlands community, at their cost, from Molly Barr Road. It's the Developer's hope that this turn lane will improve safety when entering and leaving the community.

Additionally, in an effort to reduce traffic counts, encourage alternate means of transportation and promote a healthier lifestyle, the Developer proposes contributing \$10,000 toward the installation of safety lights and call boxes on the bike and walking trail that leads from Molly Barr Road to the Depot.

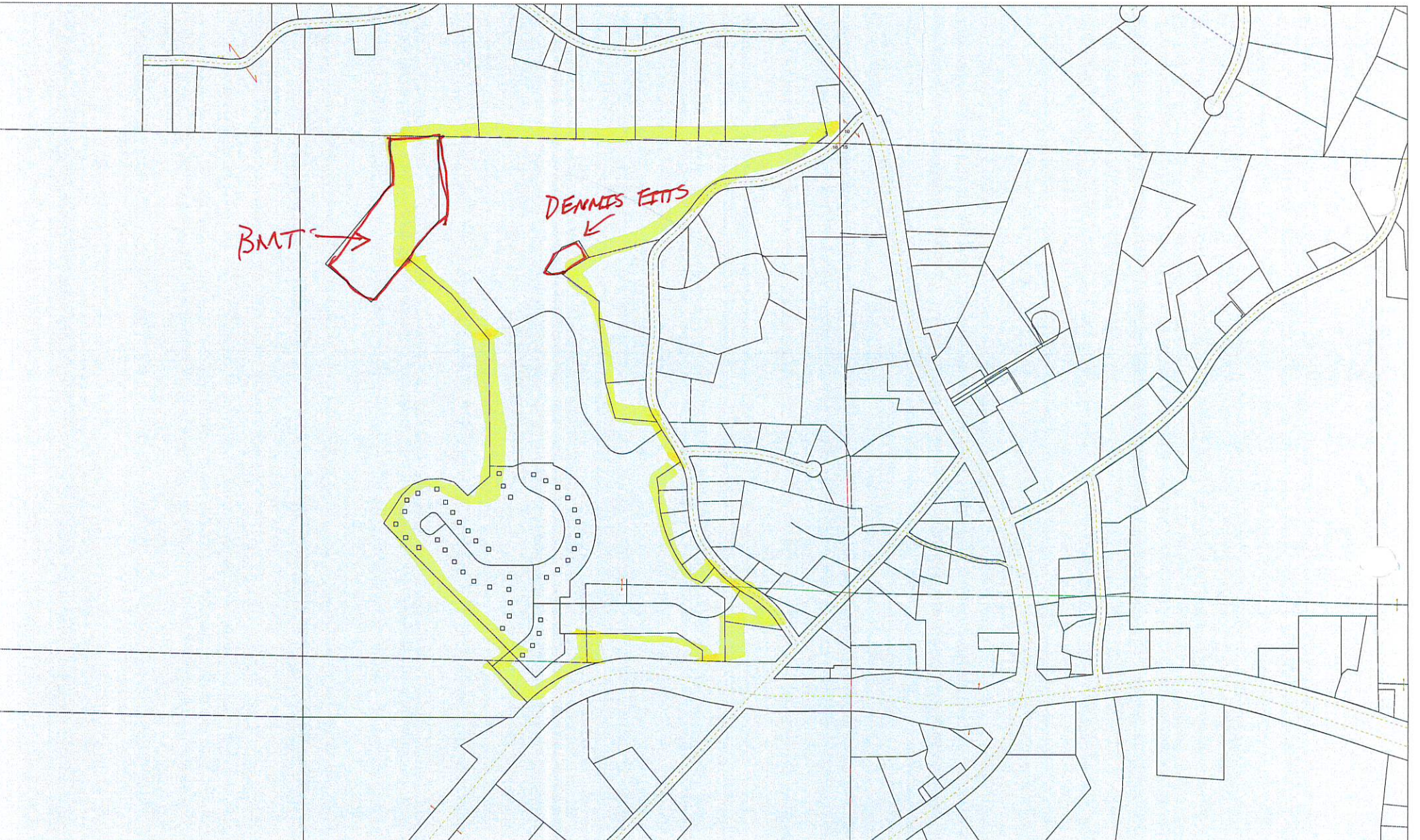
**HIGHLANDS
COTTAGE**

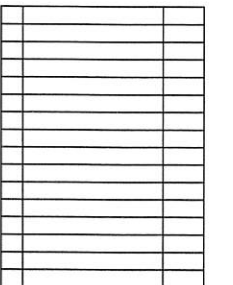
**OXFORD
MISSISSIPPI**

Lafayette County, Mississippi

BMT

DENNIS FITTS





ELEVATIONS

TH2-TH3



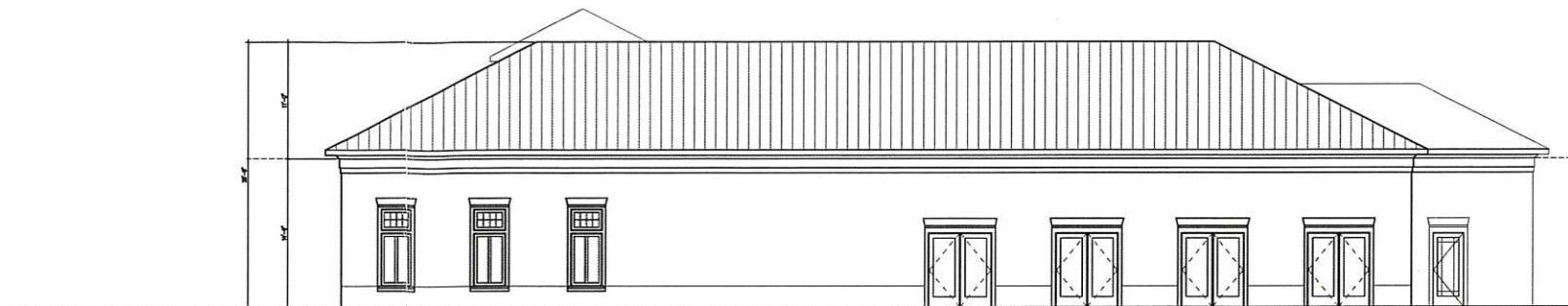
BUILDING T3 ELEVATIONS (CONCEPTUAL)
1/16" = 1'-0"





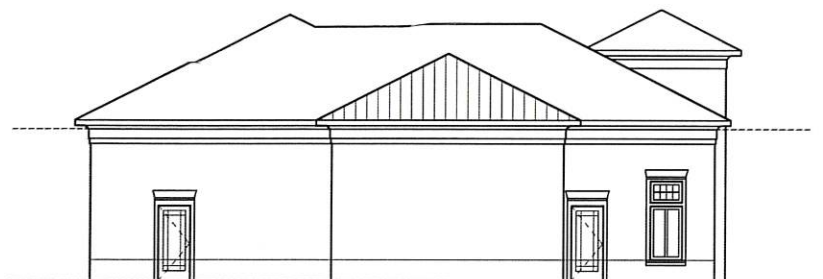
CLUB HOUSE SIDE EVATION

1/8" = 1'-0"



CLUB HOUSE BACK EVATION

1/8" = 1'-0"



CLUB HOUSE SIDE ELEVATION

1/8" = 1'-0"



CLUB HOUSE FRONT ELEVATION

1/8" = 1'-0"



FRONT ELEVATION

4 BED HOUSE

1/8" = 1'-0"



FRONT ELEVATION

5 BED HOUSE

1/8" = 1'-0"



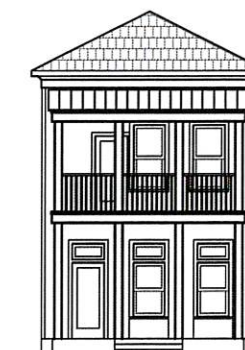
SIDE ELEVATION

3 BED HOUSE

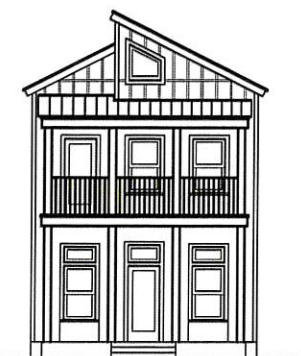
1/8" = 1'-0"



FRONT ELEVATION 'A'



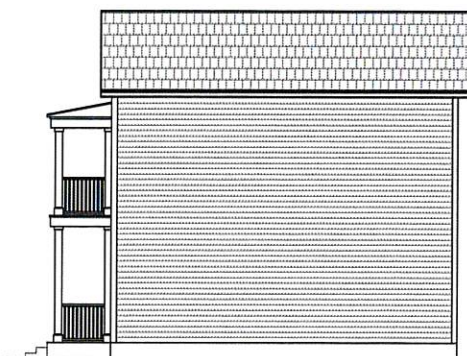
FRONT ELEVATION 'B'



FRONT ELEVATION

2 BED HOUSE ALTERNATE

1/8" = 1'-0"



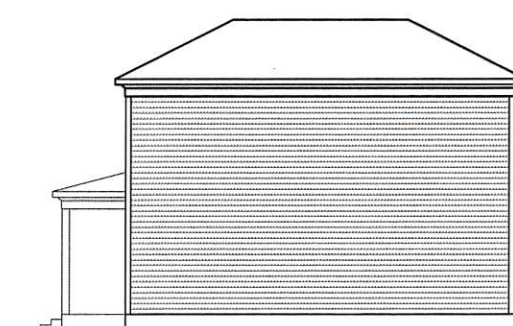
SIDE ELEVATION



FRONT ELEVATION

2 BED HOUSE

1/8" = 1'-0"



SIDE ELEVATION

**HIGHLANDS
COTTAGE**

**OXFORD
MISSISSIPPI**

ELEVATIONS

GRAY REESE
Principal/Architect
Gray Reese
Project Designer
James Hampel
Project Architect
Keith Vandert
Project Manager
Project No.
AS NOTED
Scale
A1
Title Block
Drawing No.
File Path



Memorandum

To: Mayor and Board of Aldermen
From: Ben Requet, AICP, Planning Director
Date: August 5, 2025
Re: First Reading of a Zoning Map Amendment request (Case #3245) by Snider Developent, LLC. (Greg Snider), to remove property from the Blackberry Hills PUD for property located on Christman Road & Northwood Trails. (PPIN #27674)

Request: This is a request for a Zoning Map Amendment to remove all the Rowandale properties and the approximately 10 acres in the northeastern most portion of the property from the Blackberry Hills PUD. The applicant is also seeking another Zoning Map Amendment, the subject of Case #3244, to change the underlying zoning from (SR) Suburban Residential to (NR) Neighborhood Residential for approximately 10 acres in the northeastern most portion of the PUD. At the July 14, 2025, Planning Commission meeting, after determining that there was sufficient change in the character of the neighborhood and that there was a public need, Commissioner Alexander made a motion to recommend approval of the request to the Mayor and Aldermen that was seconded by Commissioner Spragins. The motion carried with a unanimous vote 7-0 vote.

The Blackberry Hills Planned Unit Development (PUD) received its initial approval in October 2005, was annexed into the City of Oxford in 2006, and underwent an amendment in April 2012. Development to date has focused primarily on residential uses, though the plan also designates certain areas for mixed-use purposes. Substantial progress has been made along Molly Barr Road and adjacent northern sections, featuring a combination of attached and detached homes in both cottage and townhouse designs. In contrast, the southwestern sections of the property remain largely undeveloped. The zoning established for this PUD aligns with the approved plat, supporting a blend of residential options and commercial mixed-use spaces.

In 2012, only approximately 39 residential structures were constructed in the Grove Hill Condominium development on property then owned by Alumni Properties, and a new developer, Chance Properties, approached the City to not only amend the Alumni Properties portion of the Blackberry Hills PUD, but to also add an additional 20 acres on the north side of the original PUD. The proposed modification introduced changes to the PUD plan that enabled the Highland Square Development, encompassing all existing development in the area. This includes additional detached homes, duplexes, townhomes, and multi-family residences, some of which incorporate commercial mixed-use spaces. In 2022, the Rowandale Residential Common Interest

Development (RCID) was established. Many of the homes, previously leased by a single entity, were sold individually.

In this request, the applicant is seeking a Zoning Map Amendment to change the underlying zoning from (SR) Suburban Residential to (NR) Neighborhood Residential for approximately 10 acres in the northeastern most portion of the PUD. The applicant is also seeking another Zoning Map Amendment, the subject of Case #3245, to remove all the Rowandale property and the northeastern 10 acres from the Blackberry Hills PUD.

State Requirements for Rezoning:

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

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

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

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

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

Change and Need:

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

The neighborhood surrounding the subject property has experienced significant changes due to various developments and infrastructure improvements. The proposed dissolution of the Blackberry Hills PUD is a critical change that allows the property to be aligned with its intended future land use under the Traditional Neighborhood Development (TND) plan. Additionally, nearby NEW neighborhood developments, such as Colonnade, the Lamar Sullivan’s Marketplace, a 25,000-square-foot grocery store within 1 mile, and the pending Chickasaw Creek Condominium Development at 3115 Chickasaw Road, approximately 0.1 miles away, reflect the increasing demand for residential and commercial development.

The Blackberry Hills “PUD” was never properly created, as has been documented multiple times to staff and attorneys, under MS Law. It has been problematic and ambiguous and there have been multiple attempts to understand it by staff, owners and developers since inception. Even

the prior owners did not know what they had or what could be done. Removing all 220 Rowandale parcels and the 10 Acres from the “PUD” allows the City and new owner to work together without complication or ambiguity on who can do what. Upon successful rezoning and removal of the Rowandale and its adjacent subject property from the existing “PUD” the Callicutt parcel will be the only owner left in Blackberry Hills and unencumbered to work with the City Planning Department and Aldermen to develop a new PUD Document and Plat, without interference from other potential PUD Owners.

These changes justify the need to rezone the property to better align with the area's evolving character and growth in population, density, in fill development and infrastructure improvements.

In addition to the physical changes in the surrounding area, the proposed rezoning aligns with the Traditional Neighborhood Development (TND) principles outlined in Oxford's Vision 2037 Comprehensive Plan. The plan encourages higher-density, walkable, and connected neighborhoods that blend housing types and are located near commercial services and schools. The proximity of the subject property to infrastructure improvements, such as the roundabout at Molly Bar Road, new OUT Bus stops, the new commercial services at Sullivan's Marketplace, and the nearby Chickasaw Creek attached condominium development, make this rezoning particularly suitable.

The Comprehensive Plan emphasizes connectivity and proximity to commercial amenities, as well as the public need for housing to accommodate Oxford's growing population, particularly from the University of Mississippi. The rezoning to Neighborhood Residential (NR) helps fulfill these objectives by enabling higher-density residential development that supports Oxford's sustainable and compact growth goals.

Mistake:

In the application, the applicant provided the following justifications for why they believe it is a mistake.

The subject 10 acres SR parcel sticks out like a sore thumb. It's an island of incompatible development surrounded by higher density for miles. It does not work with the current neighborhood and it not feasible to develop detached homes due the topography and need. The rezoning amendment would better align the property's current zoning designation, surrounding land uses, and intended future land use plans. The property's current Suburban Residential (SR) zoning does not optimize the site's potential within the Traditional Neighborhood Development (TND) place type, which envisions higher-density residential developments. Rezoning the property to Neighborhood Residential (NR) will better align it with the City's comprehensive growth strategy, ensuring consistency with zoning of adjacent properties and accommodating the growing demand for housing.

If the picture on the front doesn't indicate a map error, then we don't really know what else a map error could look like. Does it make any sense? The current Suburban Residential (SR) zoning of the 10-acre property which was always a part of Rowandale is misaligned with surrounding land uses and the city's future development plans. Key issues corrected by the proposed Neighborhood Residential (NR) zoning include:

- **Inconsistency with Surrounding Zoning:** The property is surrounded by NR-zoned land on all sides, rendering the SR designation illogical under the 2025 planning context.
- **Misalignment with TND Vision:** The SR zoning does not support the higher density residential development envisioned in the TND place type, which is outlined in the Comprehensive Plan.
- **Underutilization of Potential:** The SR zoning limits the site's ability to accommodate the growing demand for housing and integrate with the mixed-use character of adjacent developments like Rowandale and Lamar.

The prior owner visited with the original Developer of Highland Square that owned this subject parcel. Per A. Feinhour, President of Student Quarters, "NO, it was never intended to be green space or left undeveloped. Our site plan used the topography of the initial 2 phases to build Highland Square. Evidence still remains of roads and infrastructure showing future development of the same type of unit mix as currently built into the 10-acre site. It was cost prohibitive to develop that part of the site at the time due to the topography. However, it was always going to be a final phase of Highland Square prior to our sale of the property"

Rezoning to NR corrects these errors by aligning the property with the zoning of surrounding areas, optimizing its development potential, and ensuring consistency with Oxford's comprehensive growth strategy.

Additional Staff Comments:

The applicant points out that there have been changes in the character of the neighborhood partly attributed to development nearby or in close proximity to this site, and with infrastructure changes, particularly to Molly Barr Road with the installation of a new roundabout at Chickasaw, in addition to the multiple roundabouts constructed on Highway 30 in front of the Colonnade Crossing development. It is also important to note that the City of Oxford plans to commence construction of a new roundabout, replacing the traffic signal, at the intersection of Molly Barr Road and North Lamar this fall. This area continues to develop with housing and a mixed-use commercial center has been approved near this site.

During the Comprehensive rezoning in 2017, Staff met with one of the owners of the Blackberry Hills PUD about removing the PUD designation due to inactivity of the development and due to the lack of detailed information to facilitate the development of the PUD. While the owner was receptive to the conversation, ultimately it was determined by the owners of the property to keep the PUD in place. Staff evaluated the proposed uses in the PUD plan and assigned land uses it felt most appropriate and consistent with the proposed Land Development Code. Staff disagrees with the applicant's assessment that the SR designation was a mistake, particularly when the area was proposed to contain single-family detached houses or have "minimal disturbance".

Blackberry Hills is one of Oxford's earliest PUDs. Since the initial approval of this PUD in 2005, Oxford's Land Development Code has become more sophisticated, especially with respect to PUDs. Staff believes that the information provided with the Blackberry Hills PUD, as approved and amended, lacks critical information necessary for it to develop. Staff has met with many

developers interested in Blackberry Hills but the lack of information has proven to be a continued barrier with its development. Ultimately, this is a primary reason Staff proposed removing the PUD designation to one of the owners in 2017.

The proposed change will facilitate the development of the property consistent with the underlying zoning of (SR) Suburban Residential, unless a zoning map amendment (Case #3244) is approved by the Mayor and Board of Aldermen. All portions of property west of Rowandale will continue to remain in the Blackberry Hills PUD.

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

Planning Commission Meeting (July 14, 2025)

A link to the recording of the July 14th, 2025, Planning Commission meeting is provided below. As this meeting was held on Tuesday, the draft minutes are still in production.

[Case #3245 – Blackberry Hills Removal Rezoning](#) (This item should begin at 43:46)

Planning Commission Recommendation:

At the July 14, 2025, Planning Commission meeting, after determining that there was sufficient change in the character of the neighborhood and that there was a public need, Commissioner Alexander made a motion to recommend approval of the requested rezoning to the Mayor and Aldermen that was seconded by Commissioner Spragins. The motion carried with a unanimous vote 7-0 vote.

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



Case 3245

To: Oxford Planning Commission
From: Benjamin Requet, AICP; Director of Planning
Date: July 14, 2025

Applicant: Snider Development, LLC (Greg Snider)
Owner: Same
Request: Zoning Map Amendment to Zoning Map Amendment to remove property from Blackberry Hills PUD
Location: Northwood Trails & Christman Road (PPIN #27674)
Zoning: PUD- Planned Unit Development; underlying zoning (SR) Suburban Residential

Surrounding Zoning:

North: County A1

South, West & East: (NR) Neighborhood Residential & (TNB) Traditional Neighborhood Business

Case History: Case #1634 – PUD Amendment – April 2012
 Case #1253 – Site Plan Approval – November 2005
 Case #1236 – Special Exception, Allowed PUD – October 2005

Planning Comments: The Blackberry Hills Planned Unit Development (PUD) received its initial approval in October 2005, was annexed into the City of Oxford in 2006, and underwent an amendment in April 2012. Development to date has focused primarily on residential uses, though the plan also designates certain areas for mixed-use purposes. Substantial progress has been made along Molly Barr Road and adjacent northern sections, featuring a combination of attached and detached homes in both cottage and townhouse designs. In contrast, the southwestern sections of the property remain largely undeveloped. The zoning established for this PUD aligns with the approved plat, supporting a blend of residential options and commercial mixed-use spaces.

In 2012, only approximately 39 residential structures were constructed in the Grove Hill Condominium development on property then owned by Alumni Properties, and a new developer, Chance Properties, approached the City to not only amend the Alumni Properties portion of the Blackberry Hills PUD, but to also add an additional 20 acres on the north side of the original PUD. The proposed modification introduced changes to the PUD plan that enabled the Highland

Square Development, encompassing all existing development in the area. This includes additional detached homes, duplexes, townhomes, and multi-family residences, some of which incorporate commercial mixed-use spaces. In 2022, the Rowandale Residential Common Interest Development (RCID) was established. Many of the homes, previously leased by a single entity, were sold individually.

In this request, the applicant is seeking a Zoning Map Amendment to change remove all of the Rowandale properties and the approximately 10 acres in the northeastern most portion of the property from the Blackberry Hills PUD. The applicant is also seeking another Zoning Map Amendment, the subject of Case #3244, to change the underlying zoning from (SR) Suburban Residential to (NR) Neighborhood Residential for approximately 10 acres in the northeastern most portion of the PUD.

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Blackberry Hills is one of Oxford's earliest PUDs. Since the initial approval of this PUD in 2005, Oxford's Land Development Code has become more sophisticated, especially with respect to PUDs. Staff believes that the information provided with the Blackberry Hills PUD, as approved and amended, lacks critical information necessary for it to develop. Staff has met with many developers interested in Blackberry Hills but the lack of information has proven to be a continued barrier with its development. Ultimately, this is a primary reason Staff proposed removing the PUD designation to one of the owners in 2017.

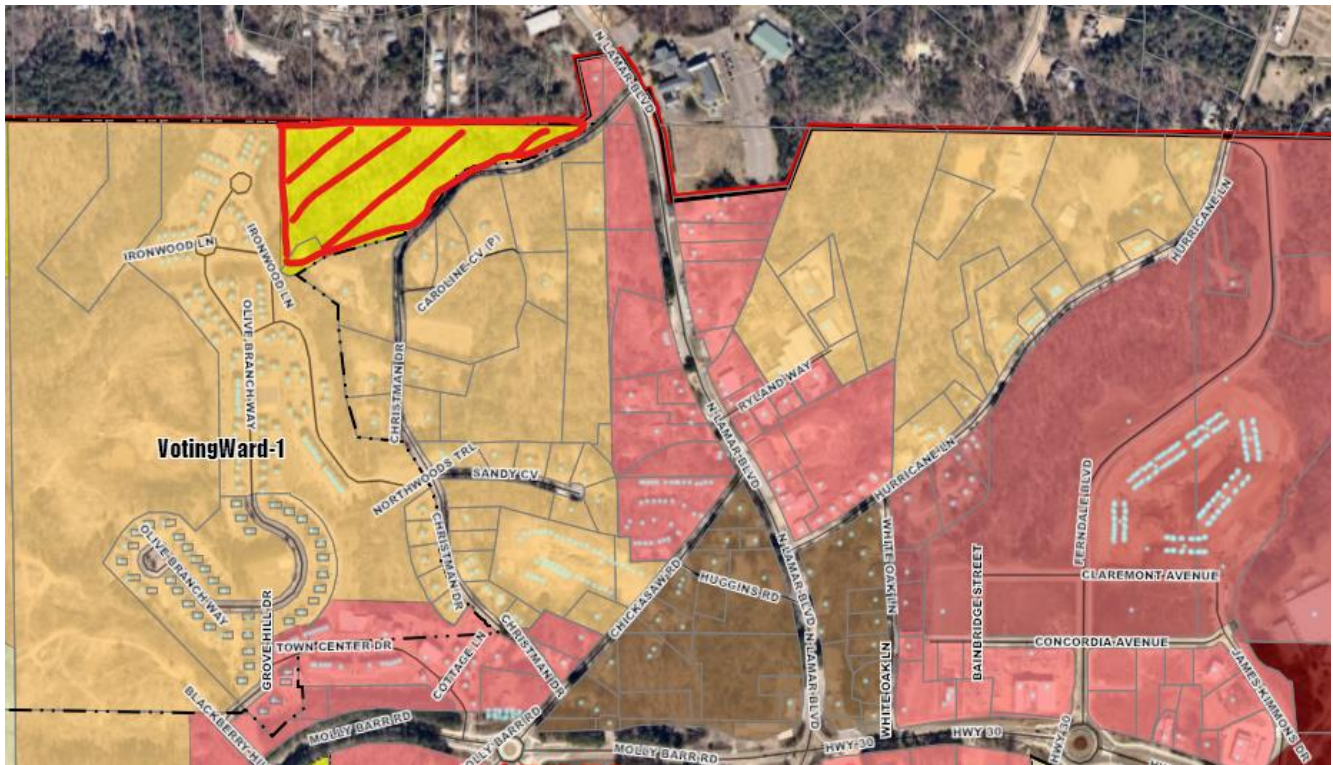
The proposed change will facilitate the development of the property consistent with the underlying zoning of (SR) Suburban Residential, unless a zoning map amendment (Case #3244) is approved by the Mayor and Board of Aldermen. All portions of property west of Rowandale will continue to remain in the Blackberry Hills PUD.

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

Underlying Rezoning Request & Removal from Blackberry Hills PUD

May 20, 2025

PPIN 27674 Parcel ID 135C-16-032.01 10 Acres Adjacent to Rowandale Condominium



Snider Development, LLC- Developer
ROHI, LLC- Owner

Response to Rezoning Amendment Questions

1. Please describe what has changed or the changing conditions that make the passage of this zoning amendment necessary?

The neighborhood surrounding the subject property has experienced significant changes due to various developments and infrastructure improvements. The proposed dissolution of the Blackberry Hills PUD is a critical change that allows the property to be aligned with its intended future land use under the Traditional Neighborhood Development (TND) plan. Additionally, nearby NEW neighborhood developments, such as Colonnade, the Lamar Sullivan's Marketplace, a 25,000-square-foot grocery store within 1 mile, and the pending Chickasaw Creek Condominium Development at 3115 Chickasaw Road, approximately 0.1 miles away, reflect the increasing demand for residential and commercial development.

The Blackberry Hills "PUD" was never properly created, as has been documented multiple times to staff and attorneys, under MS Law. It has been problematic and ambiguous and there have been multiple attempts to understand it by staff, owners and developers since inception. Even the prior owners did not know what they had or what could be done. Removing all 220 Rowandale parcels and the 10 Acres from the "PUD" allows the City and new owner to work together without complication or ambiguity on who can do what. Upon successful rezoning and removal of the Rowandale and its adjacent subject property from the existing "PUD" the Callicutt parcel will be the only owner left in Blackberry Hills and unencumbered to work with the City Planning Department and Aldermen to develop a new PUD Document and Plat, without interference from other potential PUD Owners.

These changes justify the need to rezone the property to better align with the area's evolving character and growth in population, density, in fill development and infrastructure improvements

2. What other circumstances justify the proposed change?

In addition to the physical changes in the surrounding area, the proposed rezoning aligns with the Traditional Neighborhood Development (TND) principles outlined in Oxford's Vision 2037 Comprehensive Plan. The plan encourages higher-density, walkable, and connected neighborhoods that blend housing types and are located near commercial services and schools. The proximity of the subject property to infrastructure improvements, such as the roundabout at Molly Bar Road, new OUT Bus stops, the new commercial services at Sullivan's Marketplace, and the nearby Chickasaw Creek attached condominium development, make this rezoning particularly suitable.

The Comprehensive Plan emphasizes connectivity and proximity to commercial amenities, as well as the public need for housing to accommodate Oxford's growing population, particularly from the

University of Mississippi. The rezoning to Neighborhood Residential (NR) helps fulfill these objectives by enabling higher-density residential development that supports Oxford's sustainable and compact growth goals.

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

The subject 10 acres SR parcel sticks out like a sore thumb. It's an island of incompatible development surrounded by higher density for miles. It does not work with the current neighborhood and it's not feasible to develop detached homes due to the topography and need. The rezoning amendment would better align the property's current zoning designation, surrounding land uses, and intended future land use plans. The property's current Suburban Residential (SR) zoning does not optimize the site's potential within the Traditional Neighborhood Development (TND) place type, which envisions higher-density residential developments. Rezoning the property to Neighborhood Residential (NR) will better align it with the City's comprehensive growth strategy, ensuring consistency with zoning of adjacent properties and accommodating the growing demand for housing.

If the picture on the front doesn't indicate a map error then we don't really know what else a map error could look like. Does it make any sense? The current Suburban Residential (SR) zoning of the 10-acre property which was always a part of Rowandale is misaligned with surrounding land uses and the city's future development plans. Key issues corrected by the proposed Neighborhood Residential (NR) zoning include:

- **Inconsistency with Surrounding Zoning:** The property is surrounded by NR-zoned land on all sides, rendering the SR designation illogical under the 2025 planning context.
- **Misalignment with TND Vision:** The SR zoning does not support the higher-density residential development envisioned in the TND place type, which is outlined in the Comprehensive Plan.
- **Underutilization of Potential:** The SR zoning limits the site's ability to accommodate the growing demand for housing and integrate with the mixed-use character of adjacent developments like Rowandale and Lamar.

The prior owner visited with the original Developer of Highland Square that owned this subject parcel. Per A. Feinhour, President of Student Quarters, "NO, it was never intended to be green space or left undeveloped. Our site plan used the topography of the initial 2 phases to build Highland Square. Evidence still remains of roads and infrastructure showing future development of the same type of unit mix as currently built into the 10 acre site. It was cost prohibitive to develop that part of the site at the time due to the topography. However, it was always going to be a final phase of Highland Square prior to our sale of the property"

Rezoning to NR corrects these errors by aligning the property with the zoning of surrounding areas, optimizing its development potential, and ensuring consistency with Oxford's comprehensive growth strategy.

*** Present Zoning Classification of Property**

The present zoning classification of the property is Suburban Residential (SR).

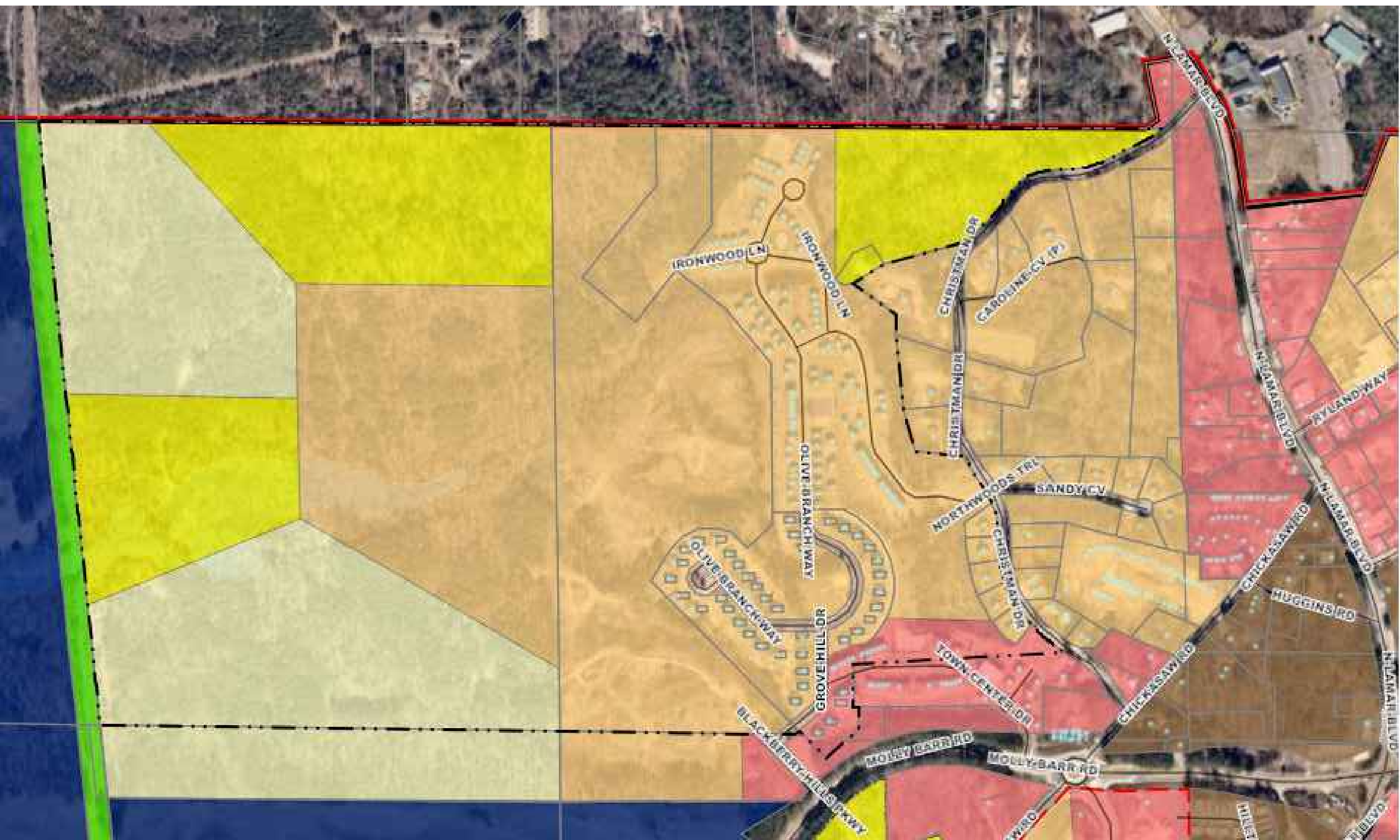
*** Proposed Zoning Classification of Property**

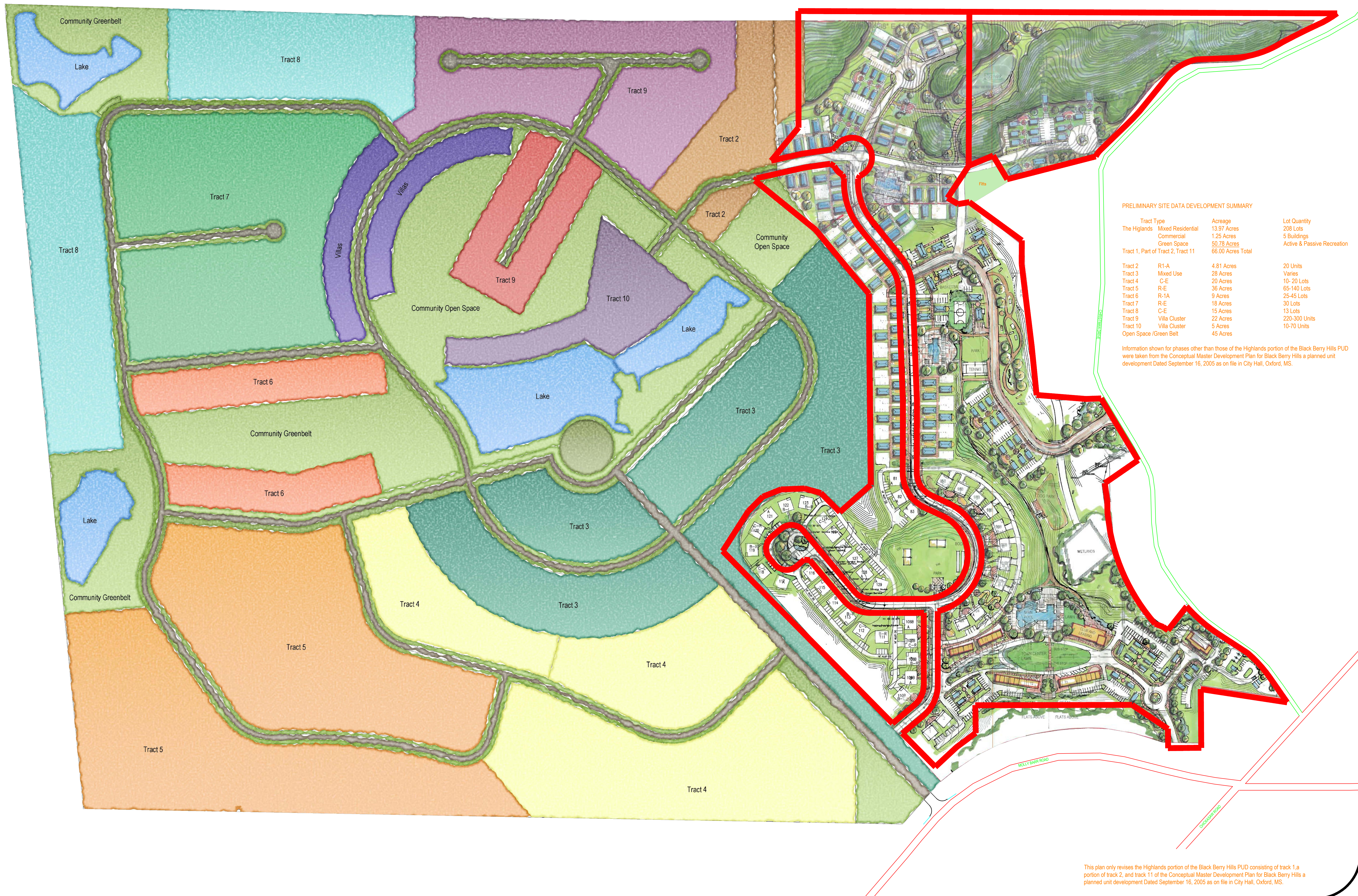
The proposed zoning classification of the property is Neighborhood Residential (NR).

*** Number of Acres**

The subject property is 10 acres in size. The Rowandale sight is 47.92 acres. Rowandale will revert to its underlying zoning (NR) and joins in this request as it is fully developed with no future growth or expansion other than the subject 10 acres adjoining it. The Rowandale site currently has the same underlying zoning that the 10 acre applicant is requesting.

Both the subject and the Rowandale parcels being removed from the Blackberry Hills “PUD” is contingent upon the 10 acre site being rezoned to SR. Once that is done, the Callicutt parcel will be the only owner left in Blackberry Hills and unencumbered to work with the City Planning Department and Aldermen to develop a new PUD Document and Plat, without interference from other potential PUD Owners.

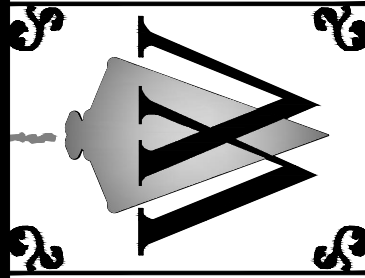




PRELIMINARY SITE DATA DEVELOPMENT SUMMARY

Tract Type	Tract	Acres	Lot Quantity
The Highlands	Mixed Residential	13.97 Acres	208 Lots
	Commercial	1.25 Acres	5 Buildings
	Green Space	50.78 Acres	Active & Passive Recreation
	Tract 1, Part of Tract 2, Tract 11	66.00 Acres Total	
Tract 2	R1-A	4.81 Acres	20 Units
Tract 3	Mixed Use	28 Acres	Varies
Tract 4	C-E	20 Acres	10- 20 Lots
Tract 5	R-E	36 Acres	65-140 Lots
Tract 6	R-1A	9 Acres	25-45 Lots
Tract 7	R-E	18 Acres	30 Lots
Tract 8	C-E	15 Acres	13 Lots
Tract 9	Villa Cluster	22 Acres	220-300 Units
Tract 10	Villa Cluster	5 Acres	10-70 Units
Open Space / Green Belt		45 Acres	

Information shown for phases other than those of the Highlands portion of the Black Berry Hills PUD were taken from the Conceptual Master Development Plan for Black Berry Hills a planned unit development Dated September 16, 2005 as on file in City Hall, Oxford, MS.



Black Berry Hills
A Planned Unit Development

Molly Barr Road
Oxford, Mississippi

REVISION	DATE
Scale:	NTS
Date:	April 9, 2012
File:	
Proj No.:	SD-1121119
Drawn By:	
Checked By:	
Sheet Title:	
Sheet No.:	

This plan only revises the Highlands portion of the Black Berry Hills PUD consisting of track 1,a portion of track 2, and track 11 of the Conceptual Master Development Plan for Black Berry Hills a planned unit development Dated September 16, 2005 as on file in City Hall, Oxford, MS.



Commencing from a cotton picker spindle found marking the Northeast corner of Section 16, Township 8 South, Range 3 West, Lafayette County, Mississippi; run thence South 65°24'57" West for a distance of 98.48 feet to a 1/2" rebar found on the West right-of-way line of Christian Drive (20.00 feet from centerline), said rebar being at the beginning of a circular curve to the right, said rebar also being the Point of Beginning of this description; run thence along said right-of-way line as follows: along said curve having a radius of 2,536.19 feet, an arc length of 138.61 feet, a chord length of 12.84 feet to a 1/2" rebar found at the beginning of a circular curve to the left; run thence along said curve having a radius of 366.39 feet, an arc length of 193.27 feet, a chord bearing of N 72°40'47" West and a chord length of 191.04 feet to a 1/2" rebar set (20.00 feet from centerline); run thence South 87°47'30" West for a distance of 124.86 feet to a 1/2" rebar set (20.00 feet from centerline) at the beginning of a circular curve to the left; run thence along said curve having a radius of 188.56 feet, an arc length of 128.53 feet a chord bearing of S 88°28'18" West and a chord length of 126.06 feet to a 1/2" rebar set (20.00 feet from centerline); run thence South 58°38'58" West for a distance of 154.45 feet to a 1/2" rebar set (20.00 feet from centerline) at the beginning of a circular curve to the left; run thence along said curve having a radius of 197.43 feet, an arc length of 128.53 feet, a chord bearing of S 43°58'12" West and a chord length of 67.88 feet to a 1/2" rebar set (18.37 feet from centerline); run thence South 45°59'54" West for a distance of 127.84 feet to a 1/2" rebar set (22.74 feet from centerline) at the beginning of a circular curve to the left; run thence along said curve having a radius of 82.95 feet, an arc length of 29.69 feet, a chord bearing of S 36°28'56" West and a chord length of 29.53 feet to a 1/2" rebar found (22.90 feet from centerline); run thence South 75°33'12" West leaving said right-of-way line for a distance of 327.10 feet to a 1/2" rebar found; run thence along said line for a distance of 10.00 feet to a 1/2" rebar found; run thence North 17°05'51" West leaving said line for a distance of 107.79 feet to a 1/2" rebar found; run thence North 12°16'44" East for a distance of 16.14 feet back to 1/2" rebar found; run thence North 17°10'51" West leaving said back for a distance of 107.79 feet to a point; run thence North 00°16'31" East for a distance of 375.94 feet to a point; run thence North 89°58'28" East for a distance of 166.84 feet to a point; run thence North 00°01'20" East for a distance of 187.09 feet to a point on the North side of a barbed wire fence line; run thence South 89°44'32" East along and back said fence line for a distance of 233.52 feet to a 1/2" rebar found; run thence South 89°45'34" East leaving said fence line for a distance of 10.00 feet to a 1/2" rebar found; run thence North 17°05'51" West leaving said back for a distance of 107.79 feet to a point; run thence North 00°16'31" East for a distance of 375.94 feet to a point; run thence North 89°58'28" East for a distance of 166.84 feet to a point; run thence North 00°01'20" East for a distance of 187.14 feet to a 1/2" rebar found; run thence South 82°30'50" East for a distance of 150.04 feet to a 1/2" rebar found; run thence North 86°26'28" East for a distance of 233.53 feet to the Point of Beginning of this description. Said tract contains 10.00 acres more or less.

1 of 1

10 Acre Rezone Request From SR to NR – PPIN 27674

Description: A tract of land being a fraction of the Northeast Quarter (NE 1/4) of Section 16, Township 8 South, Range 3 West, Lafayette County, Mississippi; being described in more detail as follows:

Commencing from a cotton picker spindle found marking the Northeast corner of Section 16, Township 8 South, Range 3 West, Lafayette County, Mississippi; run thence South 65°24'57" West for a distance of 98.48 feet to a 1/2" rebar found on the West right-of-way line of Christman Drive (20.00 feet from centerline), said rebar being at the beginning of a circular curve to the right, said rebar also being the Point of Beginning of this description; run thence along said right-of-way line as follows: along said curve having a radius of 2,536.19 feet, an arc length of 138.61 feet, a chord bearing of South 63°26'58" West and a chord length of 138.59 feet to a 1/2" rebar set (20.00 feet from centerline) at the beginning of a circular curve to the left; run thence along said curve having a radius of 366.39 feet, an arc length of 193.27 feet, a chord bearing of South 72°40'47" West and a chord length of 191.04 feet to a 1/2" rebar set (20.00 feet from centerline); run thence South 87°47'30" West for a distance of 124.86 feet to a 1/2" rebar set (20.00 feet from centerline) at the beginning of a circular curve to the left; run thence along said curve having a radius of 188.56 feet, an arc length of 128.53 feet a chord bearing of South 58°28'18" West and a chord length of 126.06 feet to a 1/2" rebar set (20.00 feet from centerline); run thence South 38°57'56" West for a distance of 154.45 feet to a 1/2" rebar set (20.00 feet from centerline) at the beginning of a circular curve to the right; run thence along said curve having a radius of 971.43 feet, an arc length of 67.89 feet, a chord bearing of South 43°58'12" West and a chord length of 67.88 feet to a 1/2" rebar set (18.37 feet from centerline); run thence South 45°59'54" West for a distance of 127.84 feet to a 1/2" rebar set (22.74 feet from centerline) at the beginning of a circular curve to the left; run thence along said curve having a radius of 82.93 feet, an arc length of 29.69 feet, a chord bearing of South 36°28'56" West and a chord length of 29.53 feet to a 1/2" rebar found (22.90 feet from centerline); run thence South 75°33'12" West leaving said right-of-way line for a distance of 327.10 feet to a 1/2" rebar found; run thence North 30°56'05" West for a distance of 98.66 feet to a 1/2" rebar found; run thence South 67°07'22" West for a distance of 94.62 feet to a 1/2" rebar found; run thence South 33°21'22" West for a distance of 137.49 feet to a point in the centerline of a ditch, passing through a reference rebar found 16.14 feet back); run thence North 17°10'51" West leaving said ditch for a distance of 107.79 feet to a point; run thence North 00°16'31" East for a distance of 375.94 feet to a point; run thence North 89°59'28" East for a distance of 166.84 feet to a point; run thence North 00°01'20" East for a distance of 187.09 feet to a point on the North side of a barbed wire fence line; run thence South 89°44'32" East along and near said fence line for a distance of 233.52 feet to a 1/2" rebar found; run thence South 89°45'34" East leaving said fence line for a distance of 474.84 feet to a 1/2" rebar set; run thence South 01°10'51" West for a distance of 14.55 feet to a 1/2" rebar found; run thence South 75°47'00" East for a distance of 97.14 feet to a 1/2" rebar found; run thence South 82°30'50" East for a distance of 150.04 feet to a 1/2" rebar found; run thence North 86°26'28" East for a distance of 235.35 feet to the Point of Beginning of this description. Said tract contains 10.00 acres more or less.

OLIVE BRANCH WAY - RIGHT-OF-WAY

Description: A tract of land being a fraction of the Northeast Quarter (NE 1/4) of Section 16, Township 8 South, Range 3 West, Lafayette County, Mississippi; being described in more detail as follows:

Commencing from a cotton picker spindle found marking the Northeast corner of Section 16, Township 8 South, Range 3 West, Lafayette County, Mississippi; run thence South $28^{\circ}18'43''$ West for a distance of 3,224.21 feet to the Point of intersection of the North right-of-way line of Molly Barr Road (75.00 feet from centerline) and the South right-of-way line of Blackberry Hills Parkway (29.82 feet from centerline), said Point being the Point of Beginning of this description; run thence N $43^{\circ}45'57''$ W leaving said North right-of-way line and along said South right-of-way line for a distance of 311.32 feet to a Point (32.88 feet from the projected centerline); run thence N $46^{\circ}14'03''$ E leaving said South right-of-way line for a distance of 60.00 feet to a Point on the North right-of-way line of Blackberry Hills Parkway (27.08 feet from the projected centerline); run thence S $43^{\circ}45'57''$ E along said North right-of-way line for a distance of 20.00 feet to a Point (27.80 feet from centerline); run thence S $85^{\circ}02'36''$ E leaving said North right-of-way line for a distance of 22.57 feet to a Point on the West right-of-way line of Grove Hill Drive (25.00 feet from centerline); run thence along said West right-of-way line (25.00 feet from centerline) as follows: N $49^{\circ}58'25''$ E for a distance of 72.84 feet to a 1/2" rebar set; run thence N $49^{\circ}58'25''$ E for a distance of 101.91 feet to a 1/2" rebar set at the beginning of a circular curve to the left; run thence along said curve having a chord bearing of N $24^{\circ}58'25''$ E, a radius of 95.00 feet, an arc length of 82.90 feet, and a chord length of 80.30 feet to a 1/2" rebar set; run thence N $00^{\circ}01'35''$ W for a distance of 257.24 feet to a 1/2" rebar set at the point of intersection of said West right-of-way of Grove Hill Drive (25.00 feet from centerline) and the South right-of-way line of Olive Branch Way (25.00 feet from centerline); run thence leaving said West right-of-way line and along said South right-of-way line (25.00 feet from centerline) as follows: S $89^{\circ}59'43''$ W for a distance of 190.82 feet to a 1/2" rebar set at the beginning of a circular curve to the right; run thence along said curve having a chord bearing of N $65^{\circ}00'56''$ W, a radius of 125.00 feet, an arc length of 109.04 feet, and a chord length of 105.61 feet to a 1/2" rebar set; run thence N $40^{\circ}01'35''$ W for a distance of 188.39 feet to a 1/2" rebar set; run thence N $85^{\circ}01'35''$ W leaving said South right-of-way line for a distance of 19.80 feet to a 1/2" rebar set on the East right-of-way line of Olive Branch way (25.00 feet from centerline); run thence S $49^{\circ}58'25''$ W along said East right-of-way line of Olive Branch Way for a distance of 37.00 feet to a 1/2" rebar set (25.00 feet from centerline) at the beginning of a circular curve to the right; run thence leaving said East right-of-way line and along said curve having a chord bearing of N $85^{\circ}01'35''$ W, a radius of 55.00 feet, an arc length of 86.39 feet, and a chord length of 77.78 feet to a 1/2" rebar set on the South right-of-way line of Olive Branch Way (25.00 feet from centerline); run thence N $40^{\circ}01'35''$ W along said South right-of-way line for a distance of 28.00 feet to a 1/2" rebar set (25.00 feet from centerline) at the beginning of a circular curve to the right; run thence leaving said South right-of-way line along said curve having a chord bearing of N $04^{\circ}58'25''$ E, a radius of 55.00 feet, an arc length of 86.39 feet, and a chord length of 77.78 feet to a 1/2" rebar set on the Northwest right-of-way line of Olive Branch Way (25.00 feet from centerline); run thence along said Northwest right-of-way line of Olive Branch Way (25.00 feet from centerline) as follows: N $49^{\circ}58'25''$ E for a distance of 46.00 feet to a 1/2" rebar set at the beginning of a circular curve to the right; run thence along said curve having a chord bearing of S $85^{\circ}01'35''$ E, a radius of 55.00 feet, an arc length of 86.39 feet, and a chord length of 77.78 feet to a 1/2" rebar set; run thence S $40^{\circ}01'35''$ E for a distance of 285.39 feet to a 1/2" rebar set at the beginning of a circular curve to the left; run thence along said curve having a chord bearing of S $65^{\circ}00'56''$ E, a radius of 75.00 feet, an arc length of 65.42 feet, and a chord length of 63.37 feet to a 1/2" rebar set; run thence N $89^{\circ}59'43''$ E for a distance of 192.34 feet to a 1/2" rebar set at the beginning of a circular curve to the left; run thence along said curve having a chord bearing of N $12^{\circ}29'04''$ E, a radius of 155.75

feet, an arc length of 421.40 feet, and a chord length of 304.13 feet to a 1/2" rebar set; run thence N 65° 01' 35" W for a distance of 68.91 feet to a 1/2" rebar set at the beginning of a circular curve to the right; run thence along said curve having a chord bearing of N 32° 31' 39" W, a radius of 138.50 feet, an arc length of 157.12 feet, and a chord length of 148.83 feet to a 1/2" rebar set on the West right-of-way line of Olive Branch Way (25.00 feet from centerline); run thence leaving said Northwest right-of-way line and along said West right-of-way line (25.00 feet from centerline) as follows: N 00° 01' 43" W for a distance of 10.16 feet to a 1/2" rebar set; run thence N 00° 08' 23" E for a distance of 248.06 feet to a 1/2" rebar set; run thence N 02° 11' 42" W for a distance of 400.34 feet to a 1/2" rebar set at the beginning of a circular curve to the left; run thence along said curve having a chord bearing of N 20° 31' 15" W, a radius of 143.71 feet, an arc length of 91.93 feet, and a chord length of 90.37 feet to a 1/2" rebar set; run thence N 38° 50' 49" W for a distance of 168.93 feet to a 1/2" rebar set at the beginning of a circular curve to the right; run thence along said curve having a chord bearing of N 17° 41' 05" W, a radius of 260.66 feet, an arc length of 193.14 feet, and a chord length of 188.75 feet to a 1/2" rebar set; run thence N 28° 09' 17" W for a distance of 14.71 feet to a 1/2" rebar set (33.02 feet from centerline) at the beginning of a circular curve to the right; run thence leaving said West right-of-way line and along said curve having a chord bearing of N 42° 35' 18" W, a radius of 71.00 feet, an arc length of 42.79 feet, and a chord length of 42.14 feet to a 1/2" rebar set on the South right-of-way line of Ironwood Lane (34.87 feet from centerline); run thence N 61° 45' 28" W along said South right-of-way line for a distance of 16.63 feet to a 1/2" rebar set (25.00 feet from centerline); run thence along said South right-of-way line (25.00 feet from centerline) as follows: S 81° 48' 32" W for a distance of 90.03 feet to a 1/2" rebar set; run thence S 77° 23' 43" W for a distance of 177.41 feet to a 1/2" rebar set; run thence N 39° 27' 56" E leaving said South right-of-way line for a distance of 81.34 feet to a 1/2" rebar set on the North right-of-way line Ironwood Lane (25.00 feet from centerline); run thence along said North right-of-way line (25.00 feet from centerline) as follows: N 77° 23' 43" E for a distance of 115.18 feet to a 1/2" rebar set; run thence N 81° 48' 32" E for a distance of 106.70 feet to a 1/2" rebar set; run thence N 56° 04' 43" E for a distance of 12.16 feet to a 1/2" rebar set (30.28 feet from centerline) at the beginning of a circular curve to the right; run thence leaving said North right-of-way line and along said curve having a chord bearing of S 41° 18' 26" E, a radius of 71.00 feet, an arc length of 268.52 feet, and a chord length of 134.78 feet to a 1/2" rebar set on the East right-of-way line Olive Branch Way (30.37 feet from centerline); run thence S 30° 15' 02" W along said East right-of-way line for a distance of 12.79 feet to a 1/2" rebar set (25.00 feet from centerline) at the beginning of a circular curve to the left; run thence along said East right-of-way line as follows: along said curve having a chord bearing of S 17° 32' 52" E, a radius of 210.66 feet, an arc length of 157.15 feet, and a chord length of 153.54 feet to a 1/2" rebar set; run thence S 38° 50' 49" E for a distance of 168.96 feet to a 1/2" rebar set at the beginning of a circular curve to the right; run thence along said curve having a chord bearing of S 20° 31' 15" E, a radius of 193.71 feet, an arc length of 123.92 feet, and a chord length of 121.81 feet to a 1/2" rebar set; run thence S 02° 11' 42" E for a distance of 401.36 feet to a 1/2" rebar set; run thence S 00° 09' 11" W for a distance of 230.83 feet to a 1/2" rebar set; run thence S 00° 01' 43" E for a distance of 28.26 feet to a 1/2" rebar set at the beginning of a circular curve to the left; run thence along said curve having a chord bearing of S 32° 31' 39" E, a radius of 88.50 feet, an arc length of 100.40 feet, and a chord length of 95.10 feet to a 1/2" rebar set; run thence S 65° 01' 35" E for a distance of 68.91 feet to a 1/2" rebar set at the beginning of a circular curve to the right; run thence along said curve having a chord bearing of S 05° 40' 14" W, a radius of 205.75 feet, an arc length of 507.75 feet, and a chord length of 388.37 feet to a 1/2" rebar set at the point of intersection of the said East right-of-way line of Olive Branch Way (25.00 feet from centerline) and the East right-of-way line of Grove Hill Drive (25.00 feet from centerline); run thence leaving said East right-of-way line of Olive Branch Way and along said East right-of-way line of Grove Hill Drive (25.00 feet from centerline) as follows: S 00° 01' 35" E for a distance of 150.78 feet to a 1/2" rebar set; run thence S 00° 01' 35" E for a distance of 50.00 feet to a 1/2" rebar set; run thence S 00° 01' 35" E for a distance of 62.23 feet

to a 1/2" rebar set at the beginning of a circular curve to the right; run thence along said curve having a chord bearing of S 24° 58' 25" W, a radius of 145.00 feet, an arc length of 126.54 feet, and a chord length of 122.56 feet to a 1/2" rebar set; run thence S 49° 58' 25" W for a distance of 97.94 feet to a 1/2" rebar set; run thence S 49° 58' 25" W for a distance of 71.32 feet to a Point; run thence S 01° 28' 40" W leaving said East right-of-way line for a distance of 24.09 feet to a Point on the North right-of-way line of the aforementioned Blackberry Hills Parkway (29.92 feet from centerline); run thence S 43° 45' 57" E along said North right-of-way line for a distance of 204.71 feet to the Point of intersection of the said North right-of-way line (30.14 feet from centerline) and the aforementioned North right-of-way line of Molly Barr Road (75.00 feet from centerline), said Point also being at the beginning of a circular curve to the left; run thence along said North right-of-way line (75.00 feet from centerline) and along said curve having a chord bearing of S 43° 55' 05" W, a radius of 791.20 feet, an arc length of 60.06 feet, and a chord length of 60.05 feet to the Point of Beginning of this description. Said tract contains 4.80 acres, more or less.

ROWANDALE, A CONDOMINIUM

PPIN: 42351, 42352, 42036, 42002, 41963, 42529, 41951, 41955, 48076, 42021, 41986, 41981, 41986, 42008, 27674

Tract 1 Description: A tract of land being a fraction of the Northeast Quarter (NE 1/4) of Section 16, Township 8 South, Range 3 West, Lafayette County, Mississippi; being described in more detail as follows:

Commencing from a cotton picker spindle found marking the Northeast corner of Section 16, Township 8 South, Range 3 West, Lafayette County, Mississippi; run thence North 89°48'45" West for a distance of 18.57 feet to a 1/2" rebar found on the West right-of-way line of Christman Drive (20.00 feet from centerline), said rebar being at the beginning of a circular curve to the right, said rebar also being the Point of Beginning of this description; run thence along said right-of-way line as follows: along said curve having a radius of 429.95 feet, an arc length of 60.62 feet, a chord bearing of South 58°05'23" West and a chord length of 60.57 feet to a 1/2" rebar found (20.00 feet from centerline) at the beginning of a circular curve to the right; run thence along said curve having a radius of 2,536.19 feet, an arc length of 17.85 feet, a chord bearing of South 65°18'01" West and a chord length of 17.85 feet to a 1/2" rebar set (20.00 feet from centerline) at the beginning of a circular curve to the left; run thence along said curve having a radius of 2,536.19 feet, an arc length of 142.30 feet, a chord bearing of South 63°29'28" West and a chord length of 142.28 feet to a 1/2" rebar found (20.00 feet from centerline) at the beginning of a circular curve to the right; run thence along said curve having radius of 366.39 feet, an arc length of 193.27 feet, a chord bearing of South 72°40'47" West and a chord length of 191.04 feet to a 1/2" rebar set (20.00 feet from centerline); run thence South 87°47'30" West for a distance of 124.86 feet to a 1/2" rebar set (20.00 feet from centerline) at the beginning of a circular curve to the left; run thence along said curve having a radius of 188.56 feet, an arc length of 128.53 feet a chord bearing of South 58°28'18" West and a chord length of 126.06 feet to a 1/2" rebar set (20.00 feet from centerline); run thence South 38°57'56" West for a distance of 154.45 feet to a 1/2" rebar set (20.00 feet from centerline) at the beginning of a circular curve to the right; run thence along said curve having a radius of 971.43 feet, an arc length of 67.89 feet, a chord bearing of South 43°58'12" West and a chord length of 67.88 feet to a 1/2" rebar set (18.37 feet from centerline); run thence South 45°59'54" West for a distance of 127.84 feet to a 1/2" rebar set (22.74 feet from centerline) at the beginning of a circular curve to the left; run thence along said curve having a radius of 82.93 feet, an arc length of 29.69 feet, a chord bearing of South 36°28'56" West and a chord length of 29.53 feet to a 1/2" rebar found (22.90 feet from centerline); run thence South 75°33'12" West leaving said right-of-way line for a distance of 327.10 feet to a 1/2" rebar found; run thence North 30°56'05" West for a distance of 98.66 feet to a 1/2" rebar found; run thence South 67°07'22" West for a distance of 94.62 feet to a 1/2" rebar found; run thence South 33°21'22" West for a distance of 137.49 feet to a point in the centerline of a ditch, passing through a reference rebar found 16.14 feet back); run thence along and near said ditch as follows: South 59°51'29" East for a distance of 43.87 feet to a 1/2" rebar set; run thence North 80°06'19" East for a distance of 40.68 feet to a 1/2" rebar set; run thence South 53°52'09" East for a distance of 232.57 feet to a 1/2" rebar found in the centerline of said ditch; run thence South 00°23'17" West for a distance of 84.33 feet to a 1/2" rebar found in the centerline of said ditch; run thence South 06°55'56" East for a distance of 297.72 feet to a 1/2" rebar found; run thence South 05°41'15" East for a distance of 174.28 feet to a 1/2" rebar set; run thence South 85°23'28" East leaving said ditch for a distance of 140.83 feet to a 1/2" rebar set; run thence South 85°29'13" East for a distance of 36.22 feet to a 1/2" rebar set; run thence North 88°02'37" East for a distance of 54.57 feet to a 1/2" rebar set on the aforementioned West right-of-way line of Christman Drive (24.43 feet from centerline); run thence along said right-of-way line as follows: South 30°48'23" East for a distance of 91.94 feet to a 1/2" rebar set (

25.83 feet from centerline); run thence South 31°03'26" East for a distance of 165.69 feet to a 1/2" rebar set (26.51 feet from centerline); run thence South 55°22'49" West leaving said right-of-way line for a distance of 145.11 feet to a 1/2" rebar found; run thence South 07°57'41" East for a distance of 63.49 feet to a 1/2" rebar found; run thence South 01°09'01" East for a distance of 46.30 feet to a 1/2" rebar found; run thence South 08°19'18" East for a distance of 69.57 feet to a 1/2" rebar found at the beginning of a circular curve to the left; run thence along said curve having a radius of 706.50 feet, an arc length of 142.32 feet, a chord bearing of South 17°04'00" East and a chord length of 142.08 feet to a 1/2" rebar found at the beginning of a circular curve to the left; run thence along said curve having a radius of 705.45 feet, an arc length of 136.93 feet, a chord bearing of South 28°23'07" East and a chord length of 136.71 feet to a 1/2" rebar found at the beginning of a circular curve to the left; run thence along said curve having a radius of 705.54 feet, an arc length of 87.21 feet, a chord bearing of South 37°31'08" East and a chord length of 87.16 feet to a 1/2" rebar found; run thence South 68°45'16" East for a distance of 31.47 feet to a 1/2" rebar set; run thence South 55°57'34" East for a distance of 20.77 feet to a 1/2" rebar found; run thence North 38°10'03" East for a distance of 107.63 feet to a 1/2" rebar set on the aforementioned West right-of-way line of Christman Drive (27.93 feet from centerline), said rebar being at the beginning of a circular curve to the left; run thence along said right-of-way line as follows: along said curve having a radius of 575.58 feet, an arc length of 161.79 feet, a chord bearing of South 49°41'21" East and a chord length of 161.26 feet to a 1/2" rebar set (25.00 feet from centerline) at the beginning of a circular curve to the Left; run thence along said curve having a radius of 30,182.61 feet, an arc length of 113.88 feet, a chord bearing of South 56°57'37" East and a chord length of 113.88 feet to a 1/2" rebar set (25.00 feet from centerline) at the beginning of a circular curve to the right; run thence along said curve having a radius of 474.80 feet, an arc length of 120.56 feet, a chord bearing of South 42°01'08" East and a chord length of 120.24 feet to a 1/2" rebar set (25.00 feet from centerline) at the beginning of a circular curve to the Left; run thence along said curve having a radius of 5,005.12 feet, an arc length of 106.08 feet, a chord bearing of South 34°49'35" East and a chord length of 106.08 feet to a 1/2" rebar found (25.00 feet from centerline); run thence North 81°20'08" West leaving said right-of-way line for a distance of 312.10 feet to a 1/2" rebar found; run thence South 00°24'34" East for a distance of 209.87 feet to a 1/2" rebar found on the North right-of-way line of Molly Barr Road (102.00 feet from centerline); run thence South 89°22'30" West along said north right-of-way line for a distance of 118.47 feet to a 1/2" rebar found (75.00 feet from centerline); run thence North 00°43'10" West leaving said North right-of-way line for a distance of 69.12 feet to a 1/2" rebar found; run thence North 56°08'46" West for a distance of 154.14 feet to a 1/2" rebar set; run thence South 89°50'48" West for a distance of 560.95 feet to a 1/2" rebar set; run thence South 00°48'00" East for a distance of 99.11 feet to a 1/2" rebar set; run thence South 53°29'54" West for a distance of 84.47 feet to a 1/2" rebar set; run thence South 47°07'33" West for a distance of 104.51 feet to a 1/2" rebar found; run thence North 44°34'12" West for a distance of 168.23 feet to a 1/2" rebar set on the East right-of-way line of Grove Hill Drive (25.00 feet from centerline); run thence along said East right-of-way line (25.00 feet from centerline) as follows: North 49°58'25" East for a distance of 97.94 feet to a 1/2" rebar set at the beginning of a circular curve to the Left; run thence along said curve having a radius of 145.00 feet, an arc length of 126.54 feet, a chord bearing of 24°58'25" East and a chord length of 122.56 feet to a 1/2" rebar set; run thence North 00°01'35" West for a distance of 62.23 feet to a 1/2" rebar set; run thence North 00°01'35" West for a distance of 50.00 feet to a 1/2" rebar set; run thence North 00°01'35" West for a distance of 150.78 feet to a 1/2" rebar set at the point of intersection of said East right-of-way line of Grove Hill Drive (25.00 feet from centerline) and the East right-of-way line of Olive Branch Way (25.00 feet from centerline), said rebar also being at the beginning of a circular curve to the left; run thence along said East right-of-way line of Olive Branch Way (25.00 feet from centerline) as follows: along said curve having a radius of 205.75 feet, an arc length of 507.75 feet, a chord bearing of North 05°40'14" East and a chord length of 388.37 feet to a 1/2" rebar set; run thence North 65°01'35" West for a distance of 68.91 feet to a

1/2" rebar set at the beginning of a circular curve to the right; run thence along said curve having a radius of 88.50 feet, an arc length of 100.40 feet, a chord bearing of North 32°31'39" West and a chord length of 95.10 feet to a 1/2" rebar set; run thence North 00°01'43" West for a distance of 28.26 feet to a 1/2" rebar set; run thence N 00° 09' 11" E for a distance of 230.83 feet to a 1/2" rebar set; run thence N 02° 11' 42" W for a distance of 401.36 feet to a 1/2" rebar set at the beginning of a circular curve to the left; run thence along said curve having a chord bearing of N 20° 31' 15" W, a radius of 193.71 feet, an arc length of 123.92 feet, and a chord length of 121.81 feet to a 1/2" rebar set; run thence N 38° 50' 49" W for a distance of 168.96 feet to a 1/2" rebar set at the beginning of a circular curve to the right; run thence along said curve having a chord bearing of N 17° 32' 52" W, a radius of 210.66 feet, an arc length of 157.15 feet, and a chord length of 153.54 feet to a 1/2" rebar set; run thence N 30° 15' 02" E for a distance of 12.79 feet to a 1/2" rebar set (30.37 feet from centerline) at the beginning of a circular curve to the left; run thence leaving said East right-of-way line and along said curve having a chord bearing of N 41° 18' 26" W, a radius of 71.00 feet, an arc length of 268.52 feet, and a chord length of 134.78 feet to a 1/2" rebar set on the North right-of-way line of Ironwood Lane (30.28 feet from centerline); run thence S 56° 04' 43" W along said North right-of-way line for a distance of 12.16 feet to a 1/2" rebar set (25.00 feet from centerline); run thence along said North right-of-way line (25.00 feet from centerline) as follows: S 81° 48' 32" W for a distance of 106.70 feet to a 1/2" rebar set; run thence S 77° 23' 43" W for a distance of 115.18 feet to a 1/2" rebar set; run thence North 39°27'56" East leaving said North right-of-way line for a distance of 153.36 feet to a 1/2" rebar set; run thence North 00°06'54" West for a distance of 417.25 feet to a 1/2" rebar set; run thence South 89°44'32" East for a distance of 904.47 feet to a 1/2" rebar found; run thence South 89°45'34" East for a distance of 1,023.18 feet to the Point of Beginning of this description. Said tract contains 45.40 acres or 1,977,635.33 ft², more or less.

Tract 2 Description: A tract of land being a fraction of the Northeast Quarter (NE 1/4) of Section 16, Township 8 South, Range 3 West, Lafayette County, Mississippi; being described in more detail as follows:

Commencing from a cotton picker spindle found marking the Northeast corner of Section 16, Township 8 South, Range 3 West, Lafayette County, Mississippi; run thence South 74°16'04" West for a distance of 2,176.07 feet to a 1/2" rebar set on the South right-of-way line of Ironwood Lane (25.00 feet from centerline), said rebar being the Point of Beginning of this Description; run thence along said South right-of-way line as follows: N 77° 23' 43" E for a distance of 177.41 feet to a 1/2" rebar set (25.00 feet from centerline); run thence N 81° 48' 32" E for a distance of 90.03 feet to a 1/2" rebar set (25.00 feet from centerline); run thence S 61° 45' 28" E for a distance of 16.63 feet to a 1/2" rebar set (34.87 feet from centerline) at the beginning of a circular curve to the left; run thence leaving said South right-of-way line and along said curve having a chord bearing of S 42° 35' 18" E, a radius of 71.00 feet, an arc length of 42.79 feet, and a chord length of 42.14 feet to a 1/2" rebar set on the West right-of-way line of Olive Branch Way (33.02 feet from centerline); run thence S 28° 09' 17" E along said West right-of-way line for a distance of 14.71 feet to a 1/2" rebar set (25.00 feet from centerline) at the beginning of a circular curve to the left; run thence along said West right-of-way line (25.00 feet from centerline) as follows: along said curve having a chord bearing of S 17° 41' 05" E, a radius of 260.66 feet, an arc length of 193.14 feet, and a chord length of 188.75 feet to a 1/2" rebar set; run thence S 38° 50' 49" E for a distance of 168.93 feet to a 1/2" rebar set at the beginning of a circular curve to the right; run thence along said curve having a chord bearing of S 20° 31' 15" E, a radius of 143.71 feet, an arc length of 91.93 feet, and a chord length of 90.37 feet to a 1/2" rebar set; run thence S 02° 11' 42" E for a distance of 400.34 feet to a 1/2" rebar set; run thence S 00° 08' 23" W for a distance of 248.06 feet to a 1/2" rebar set; run thence South 00°01'43" East for a distance of 10.16 feet to a 1/2" rebar set at the beginning of a circular curve to the left; run thence leaving said West right-of-way line and along the Northwest right-of-way line of Olive Branch Way (25.00 feet from centerline) as follows:

along said curve having a radius of 138.50 feet, an arc length of 157.12 feet, a chord bearing of South 32°31'39" East and a chord length of 148.83 feet to a 1/2" rebar set; run thence South 65°01'35" East for a distance of 68.91 feet to a 1/2" rebar set at the beginning of a circular curve to the right; run thence along said curve having a radius of 155.75, an arc length of 421.40 feet, a chord bearing of South 12°29'04" West and a chord length of 304.13 feet to a 1/2" rebar set; run thence South 89°59'43" West for a distance of 192.34 feet to a 1/2" rebar set at the beginning of a circular curve to the right; run thence along said curve having a radius of 75.00 feet, an arc length of 65.42 feet, a chord bearing of North 65°00'56" West and a chord length of 63.37 feet to a 1/2" rebar set; run thence North 40°01'35" West for a distance of 285.39 feet to a 1/2" rebar set at the beginning of a circular curve to the left; run thence along said curve having a radius of 55.00 feet, an arc length of 86.39 feet, a chord bearing of North 85°01'35" West and a chord length of 77.78 feet to a 1/2" rebar set; run thence South 49°58'25" West for a distance of 46.00 feet to a 1/2" rebar set at the beginning of a circular curve to the left; run thence along said curve having a radius of 55.00 feet, an arc length of 86.39 feet, a chord bearing of South 04°58'25" West and a chord length of 77.78 feet leaving said Northwest right-of-way line (25.00 feet from centerline) to a 1/2" rebar set on the South right-of-way line of Olive Branch Way (25.00 feet from centerline); run thence South 40°01'35" East along said South right-of-way line for a distance of 28.00 feet to a 1/2" rebar set (25.00 feet from centerline) at the beginning of a circular curve to the left; run thence leaving said South right-of-way line and along said curve having a radius of 55.00 feet, an arc length of 86.39 feet, a chord bearing of South 85°01'35" East and a chord length of 77.78 feet to a 1/2" rebar set on the East right-of-way line (25.00 feet from centerline) of the aforementioned Olive Branch Way; run thence North 49°58'25" East along said East right-of-way line for a distance of 37.00 feet to a 1/2" rebar set (25.00 feet from centerline); run thence South 85°01'35" East leaving said East right-of-way line for a distance of 19.80 feet to a 1/2" rebar set on the South right-of-way line (25.00 feet from centerline) of the aforementioned Olive Branch Way; run thence along said South right-of-way line (25.00 feet from centerline) as follows: South 40°01'35" East for a distance of 188.39 feet to a 1/2" rebar set at the beginning of a circular curve to the left; run thence along said curve having a radius of 125.00 feet, an arc length of 109.04 feet, a chord bearing of South 65°00'56" East and a chord length of 105.61 feet to a 1/2" rebar set; run thence North 89°59'43" East for a distance of 190.82 feet to a 1/2" rebar set at the point of intersection of said South right-of-way line of Olive Branch Way (25.00 feet from centerline) and the West right-of-way line of the aforementioned Grove Hill Drive (25.00 feet from centerline); run thence along said West right-of-way line (25.00 feet from centerline) as follows: South 00°01'35" East leaving said South right-of-way line for a distance of 257.24 feet to a 1/2" rebar set at the beginning of a circular curve to the right; run thence along said curve having a radius of 95.00 feet, an arc length of 82.90 feet, a chord bearing of South 24°58'25" West and a chord length of 80.30 feet to a 1/2" rebar set; run thence South 49°58'25" West for a distance of 101.91 feet to a 1/2" rebar set; run thence North 44°34'12" West leaving said West right-of-way line of Grove Hill Drive for a distance of 865.73 feet to a 1/2" rebar set; run thence North 32°40'46" East for a distance of 169.89 feet to a 1/2" rebar set; run thence North 44°59'20" East for a distance of 73.38 feet to a 1/2" rebar set; run thence North 68°10'58" East for a distance of 69.87 feet to a 1/2" rebar set; run thence North 87°46'20" East for a distance of 84.40 feet to a 1/2" rebar set; run thence South 74°30'36" East for a distance of 60.59 feet to a 1/2" rebar set; run thence South 45°02'30" East for a distance of 96.31 feet to a 1/2" rebar set; run thence North 48°33'54" East for a distance of 147.04 feet to a 1/2" rebar set; run thence North 00°34'11" West for a distance of 684.08 feet to a 1/2" rebar set; run thence North 39°46'05" West for a distance of 298.66 feet to a 1/2" rebar found; run thence North 50°54'27" West for a distance of 278.92 feet to a 1/2" rebar found; run thence N 39° 27' 56" E for a distance of 10.73 feet to the Point of Beginning of this description. Said tract contains 12.52 acres or 545,350.58 ft², more or less.

Mayor and Board of Alderman.....
% Oxford Planning Commission
Courthouse Square
Oxford, MS 38655

June 30, 2025

Dear Mayor and Board:

My name is Beth Fitts. I have lived in the Christman Drive neighborhood of Oxford for 40 years. My late husband, DeDe Fitts, and our two children have been a part of this neighborhood as well, and we have owned rental property in the vicinity. I live on 3 acres next to the proposed development. I love this neighborhood and the good and dependable people who have lived here for years and have contributed much to the Oxford Community.

After a neighborhood meeting at my house, I am writing on behalf of my neighbors as well as voicing my own heart in support of the proposal to remove the 10 acres beside my house and the Rowendale Condominium Community behind my house from the Blackberry PUD and to support the requests to rezone the property to Neighborhood Residential.

In recent months I believe this area of town has changed significantly with developments in the near vicinity as evidenced by The Lamar, Chickasaw Creek, and the Colonnade. Of course, we know of many other such developments around Oxford. I believe with the careful attention of the Mayor, the Alderman, the Planning Commission, and the City staff (several of whom I have spoken to during this process), that the neighborhood will survive and thrive.

I have had numerous conversations with George Haymens and with Peyton Adams, and I trust they and the Developer they represent will take care of the needs of our neighborhood.

The Developers have promised to do the following items listed below. If you will make those parts of your recommendations and accept these requests, then they have my support and the support of the neighborhood in proceeding to rezone to Neighborhood Residential. The items promised follow:

Construct sidewalks along Christman Drive throughout their property line to North Lamar. We also request they have gutters and curbs as the city normally recommends. (We ask you to consider adding curbs and gutters on the other side of the road if there is room and put lines down the center - needed because of the increase in traffic. These would be more like the Rowendale plan on Christman Drive.

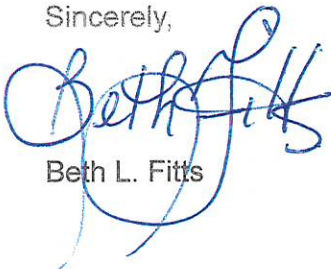
- 1) Widen Christman Drive by at least 5 feet in areas shown on the development drawing. This road has some dangerous spots because of the narrow width and drop-offs.

- 2) Locate the main entrance to the development as close to North Lamar as the site plan will allow. Redesign the entrance onto Lamar for more visibility and less height. Add a turn lane there as well.
- 3) Relocate the common amenities to the existing Rowandale Parcel. We note the dog park at the BACK of the 10 acres on the drawing as acceptable if necessary.
- 4) Plot a minimum of 60 feet of buffer of UNDISTURBED trees between my north line and theirs.
- 5) Develop a stormwater retention plan for run off that is not part of the buffer mentioned above - no "pools" for water near the buffer zone.
- 6) Arrange condo units toward the side and back as shown in the plans we received and single-family unit houses more toward the neighborhood and my property.
- 7) Save as many trees as possible with no clear-cutting of the 10 acres.
- 8) Put sidewalks along Christman Drive throughout their property to North Lamar. The neighborhood requests curbs and gutters with the sidewalks - and a center line to help with increased traffic safety. This would look more like the Rowendale plan on the far end of Christman. (One neighbor requests consideration of sidewalks on both sides if space permits.) NOTE: At some point, we would like to talk about adding sidewalks for the current middle part, realizing we might need to give up some right-of way to make that happen.)

Most importantly, we were told this development would be structured for high-end quality (\$400,000-\$530,000) individual sales - not public rental and not student housing by lease/rent. This is a HUGE part of our agreement to this proposal. We ask that you make it a top priority.

Thank you for your service to our city and for the excellent work you have done in the past. Our Christman Drive neighborhood trusts you with this endeavor.

Sincerely,



Beth L. Fitts

Trent Lott
64 County. Road
Oxford, MS 38655

June 16, 2025

Mayor Tannehill:

I am working with a group of alumni and interested parties that have been attempting to rezone a property that will be beneficial to Oxford Student Housing issues and create a boutique solution that has been requested and encouraged by the University.

I would like to encourage your support for the mild rezoning of the 10 acres next to Rowandale from Suburban Residential (SR) to Neighborhood Residential (NR). The purpose of this request is to fairly zone the property consistent with all of its adjoining properties and to accommodate the growth of the neighborhood on the North side of Oxford.

This rezoning request will allow row style houses vs detached only houses in the current zoning. There is a modest increase in density but will allow for large, wooded buffers between any single family residential.

Please consider that Mayor and Boards approval of this project will allow our team to move forward in establishing an immediate need to university staff, assistant professors, and others that have been impacted by the lack of supply and increased housing costs.

Should you need any additional information from me please feel free to contact me or my assistant Jennifer Roberts who is cc'd on this email.

Sincerely,

Trent Lott

Frank A. Wood, III
Christman Drive
Oxford, MS 38655

Re: Case Nos. 3244 and 3245
10 Acres adjoining Rowandale

Dear Mayor Tannehill and Mr. Rigby:

I am Frank Wood, III and a resident of 428 Christman Drive. I am writing in support of the upcoming matters before your respective Boards and Commissions. The applications request to remove the 10 Acre (Final Phase of Rowandale Condominium) from the Blackberry Hills PUD and to rezone the underlying property from SR to NR.

As an attorney, familiar with title and real estate law, I have looked over these issues, reviewed the applications, discussed the intended uses with the developer's team, met with my neighbors, aldermen and other stake holders. After much discussion, my family urges your support of the rezoning and PUD removal applications.

We believe the neighborhood has significantly changed for the better since the conversion from Highland Square to Rowandale Condominiums. Crime has decreased, property values have increased, infrastructure has improved and other intangibles.

All you have to do is drive around the North Lamar- Chickasaw-Christman circle to see the new construction and growth. Furthermore, the additions Chickasaw Creek, the Colonnade, the Lamar and the strengthened infrastructure along Molly Barr and Highway 30 emphasize that this area is poised for continued growth. Although our family is one of the last few homesteaded families on Christman, we know that it is time for change and that our neighborhood has changed and will continue to change. Accordingly, we believe this development will have positive impacts that will improve infrastructure, add sidewalks, increase availability of utilities and other benefits. We are aware of increased traffic, but it is a tradeoff we are willing to make.

I greatly appreciate the Developer's professional team calling, coming to meet with me and my neighbors, and reaching out to make sure we understood the application and to see if we had any questions. We believe this has been a collaborative effort and join in Mrs. Fitt's recommendation.

May 22, 2012

Christopher Kritzman
Chance Properties
5256 Peachtree Rd.
Atlanta, GA 30341

RE: Notice of Approval
Request: Special Exception
Case: #1634 - 100 Grove Hill Dr.

Dear Sir:

Please be advised that the Board of Adjustment in regular session on April 9, 2012 has approved your request for Special Exception to amend Blackberry Hills Planned Unit Development, Oxford, Mississippi.

Approval of your request for Case #1634 was approved with the following conditions:

1. That all improvements to Cristman Drive be completed as directed by the Director of Public Works, and;
2. Permits for the project be issued within 18 months from the date of final approval or the Special Exception is voided, and;
3. Commercial uses depicted on the presented conceptual site plan be limited to the uses permitted in the (NB) Neighborhood Business District, and;
4. Turn lanes be constructed at all points of access to the project from Molly Barr Road.

Sincerely,

Tim Akers,
City Planner

Case 1634

Applicant: Christopher Kritzman
Chance Properties
5256 Peachtree Road
Atlanta, GA
404-861-8063

208 UNITS
~~582 residents~~
~~738 beds~~ 737 BEDS

Developer: Same

Request: Special Exception request to amend Blackberry Hills Planned Unit Development (PUD)

Location: 100 Grove Hill Drive (north of Molly Barr Road west of Cristman Drive)

GROVE HILL

Zoning History: The Blackberry Hills PUD was approved by Planning Commission on October 10, 2005 and by the Board of Aldermen on February 7, 2006

Planner's Comments: The original Blackberry Hills PUD was a 262 acreage project predominately residential in use with 28 acres of mixed use. The property owners were BMT Properties and Alumni Properties. Since approval of the original PUD, approximately 39 residential structures have been completed on property owned by Alumni Properties. The applicant, Chance Properties, has an option on the Alumni Properties portion of Blackberry Hills and is requesting not only to amend the Alumni portion of the PUD but to add an additional 20 acres on the north side of the original PUD.

Commercial uses in a planned unit development shall not constitute over 25 % of the land area and land area occupied by residents, business, public and other buildings and accessory structures shall not exceed 45 % of the total land area of such development. Further, planned unit developments shall provide at least 20 % of the parcel proposed for passive or active recreational purposes. Except for commercial, the development densities for the amended portion of the PUD are less than approved in the original PUD. The commercial uses in the original PUD constituted 10.7% of the total land area and the commercial uses in the amended PUD (not including the additional 20 acres to the north) will constitute 11 % of the total land area.

Findings and Conditions: If the Planning Commission finds granting the Special Exception would not adversely affect the public interest staff would recommend approval with the following conditions:

1. all improvements to Cristman Drive shall be completed as directed by the Director of Public Works and;
2. permits for the project shall be issued within 18 months from the date of final approval or the Special Exception is voided and;
3. commercial uses depicted on the presented conceptual site plan shall be limited to the uses permitted in the (NB) Neighborhood Business District and;
4. turn lanes shall be constructed at all points of access to the project from Molly Barr Road and;
- ~~5. the \$10,000 voluntary contribution to the city shall be used for improvements to the pedestrian pathway and/or transit capital expenses associate with provision of service to the development.~~

APPLICATION FOR SPECIAL EXCEPTION

City of Oxford

107 Courthouse Square, Oxford, MS 38655

Applicant's Name Chance Partners

Mailing Address 5256 Peachtree Rd, Suite 135, Atlanta, GA 30341

Address of Property in Question 100 Grove Hill Drive

Telephone Number (s) Day 404-861-8063 Night 404-861-8063

Interest in Property () Owner () Leaseholder ☒ Option to Purchase

☒ Other Under Contract

Application for Special Exception is being made under Section 150 of the Zoning Ordinance

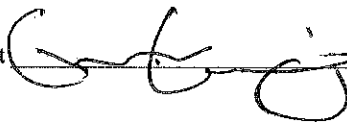
Property is zoned Planned Unit Development (PUD)

Describe in detail the proposed Special Exception being sought We are requesting the PUD be amended as detailed on the site plan to allow for mixed-use zoning.

Explain how the proposed Special Exception would be in harmony with the character of the neighborhood and not detrimental to other property or persons in the neighborhood

The existing community stalled with only 39 of 131 lots being developed; the land had been clear cut. The new development will complete construction & install landscaping that will compliment the existing & surrounding neighborhood. It will also help minimize site erosion & run-off, provide 75% greenspace to add value to the surrounding neighborhoods.

Signature of Applicant



Date 3-22-12

FOR CITY USE ONLY

Date Filed _____ Filing Fee Paid \$ _____

Date of Public Hearing _____

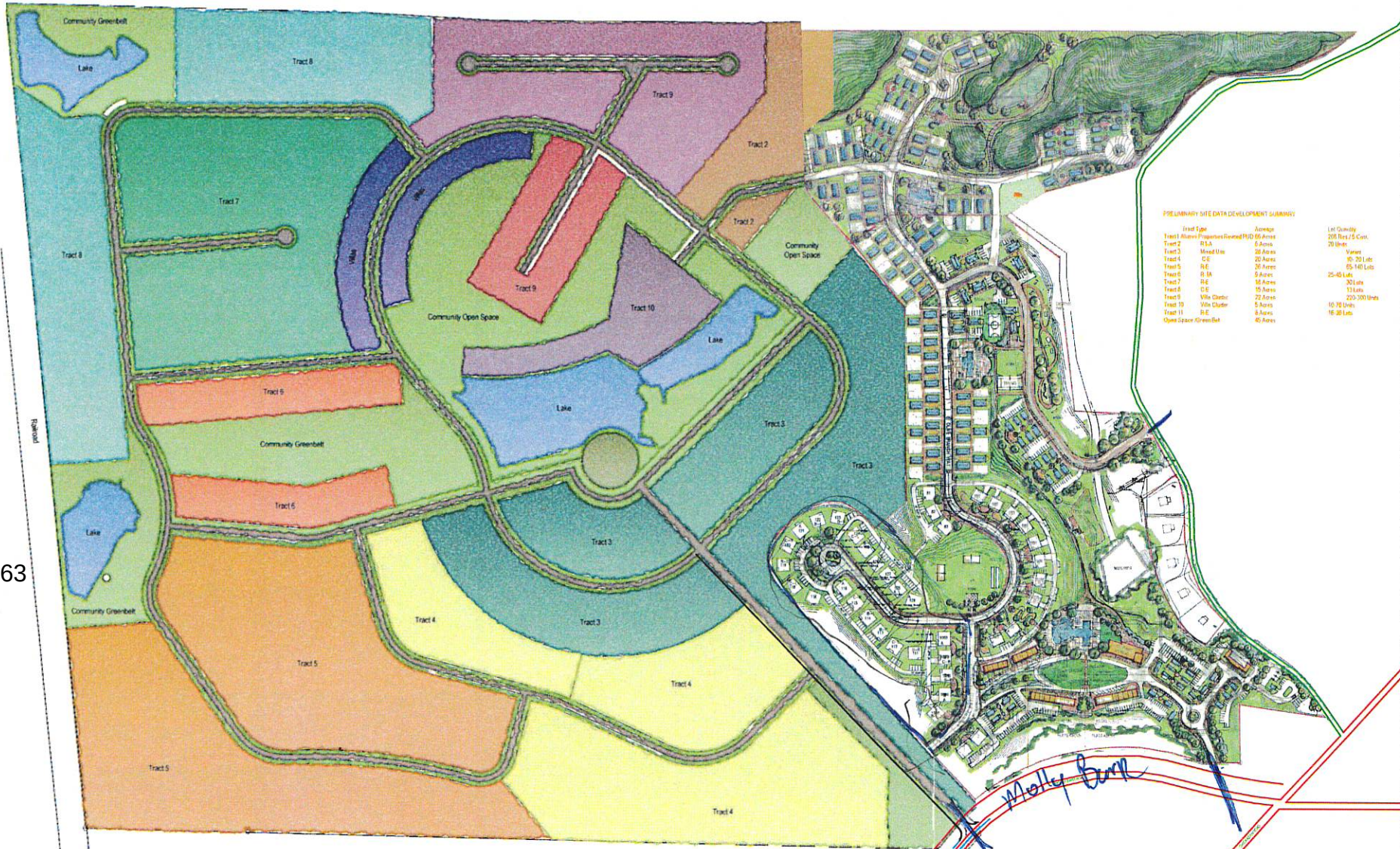
Decision of Board of Adjustment _____

Effective Date _____

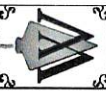
Zoning Administrator

Date

38 of 263



WILLIAMS ENGINEERING CONSULTANTS, INC.
Professional Engineers | Professional Land Surveyors
720 NORTH LAKE BOULEVARD, SUITE A
P.O. BOX 1107
OXFORD, MISSISSIPPI 38655
601.232.8875



Black Berry Hills
A Planned Unit Development
Molly Barr Road
Oxford, Mississippi

REVISION	DATE

Scale: NTS
Date: April 9, 2012
File:
Proj No.: SD-112119
Drawn By:
Checked By:
Sheet Title:

Sheet No.: 1

EXHIBIT-A

Proposed Mix

Residential Unit Type	# Units	# Beds	Sq. Ft.	Total Sq. Ft.
Flats	4	2	1,292	5,168
Cottages	26	2	1,320	34,320
	50	3	1,428	71,400
	49	4	1,670	81,830
	20	5	1,870	37,400
Townhomes	8	3	1,472	11,776
	2	3	1,557	3,114
	8	3	1,520	12,160
	2	3	1,588	3,176
Existing	39	4	2,100	81,900
Residential Total	208			342,244

Commercial Unit Type	# Units	Total Sq. Ft.
Commercial Space	5	54,300
Commercial Total	5	54,300

Roads & Parking	Total Sq. Ft.
Roads & Parking Total	396,200

Amenity Total	Total Sq. Ft.
Amenity Total	11,500

Greenspace Total	Total Sq. Ft.
Greenspace	2,082,216



The Highlands at Oxford
A Planned Unit Development
Chance Partners, LLC
Section 16, Township 8 South, Range 3 West
City of Oxford, Lafayette County, Mississippi

The Highlands at Oxford (“Highlands” or “The Highlands”) is a portion of an existing planned unit development (PUD)(Blackberry Hills) that proposes a diverse mix of 2-, 3-, 4-, and 5-bedroom residential and commercial uses (further defined in Exhibit-A). The proposed concept will not only complement, but will vastly improve upon the existing buildings and community currently known as “Grove Hill”.

The Highlands plan is to create a New Urbanist community that offers its audience a unique, highly-amenitized residential and retail lifestyle. The community will center on a town square offering a mid-density blend of retail, townhomes, flats-above-retail, a community clubhouse, amenity areas including a pool and ample, lush landscaping. The town square façade will offer buildings of varying height that will offer visual delight and form cohesive building lines traditionally associated with the downtown Oxford Square area.

The town square elevations will consist of a mix of brick, stucco and wood siding to reflect the character of the historic Oxford area. There are proposed cantilevered porches with standing seam roofs that are components of early turn of the century small town residential brownstone buildings. There will be on-site parking for each resident, with parking generally set behind the building(s) to help create and promote a more pedestrian-friendly environment.

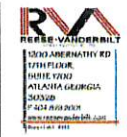
Town square retailers will be limited to the types of businesses that would locate in the Neighborhood Business & Professional Office Districts, and likely include an urban market and a coffee shop. Additional retail space in the town square will be occupied by amenities typically reserved for community clubhouses, including the fitness center, business center and movie theatre. The purpose of moving these amenities out of the clubhouse and into the town square is to help create a more lively street presence.

Moving away from the town square, density transitions from mid-to-low as townhomes become less prevalent and give way to more single-family-home, cottage-style structures. The cottages will be evenly spread throughout the community outside of the town square, and will generally be clustered together in groups of 2-4 to help create pocket neighborhoods within the community. Similar to the town square residences, parking will typically be set behind the cottages. The cottages will be constructed with a mix of wood siding and brick and will generally offer sweeping front, side and/or rear porch areas.

Interspersed amongst the cottages will be more an amazing mix of residential amenities that include; two pools, two dog parks, a basketball and tennis court, walking/jogging/fitness/bike trails and vast greenspace. The amenities are an integral part of the overall development far exceeding the 20% required by code. The 72.5% amenity / greenspace offers the Highlands' residents a setting different from all other developments in the area.

The Developer is dedicated to promoting safety for The Highlands residents, visitors, neighbors and passersby. The developer is actively working on a traffic impact study and hopes to have the results to share very soon; however, regardless of the results of that study, the Developer proposes installing a northbound left-turn lane into the Highlands community, at their cost, from Molly Barr Road. It's the Developer's hope that this turn lane will improve safety when entering and leaving the community.

Additionally, in an effort to reduce traffic counts, encourage alternate means of transportation and promote a healthier lifestyle, the Developer proposes contributing \$10,000 toward the installation of safety lights and call boxes on the bike and walking trail that leads from Molly Barr Road to the Depot.

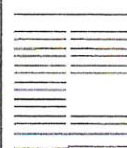


KATH A VANDERBILT ARCHITECTS



HIGHLANDS
COTTAGE

OXFORD
MISSISSIPPI



OXFORD MISSISSIPPI - PARCEL TOTAL
60 ACRES



The Highlands of Oxford
Oxford, Mississippi
Revised - April 2, 2012

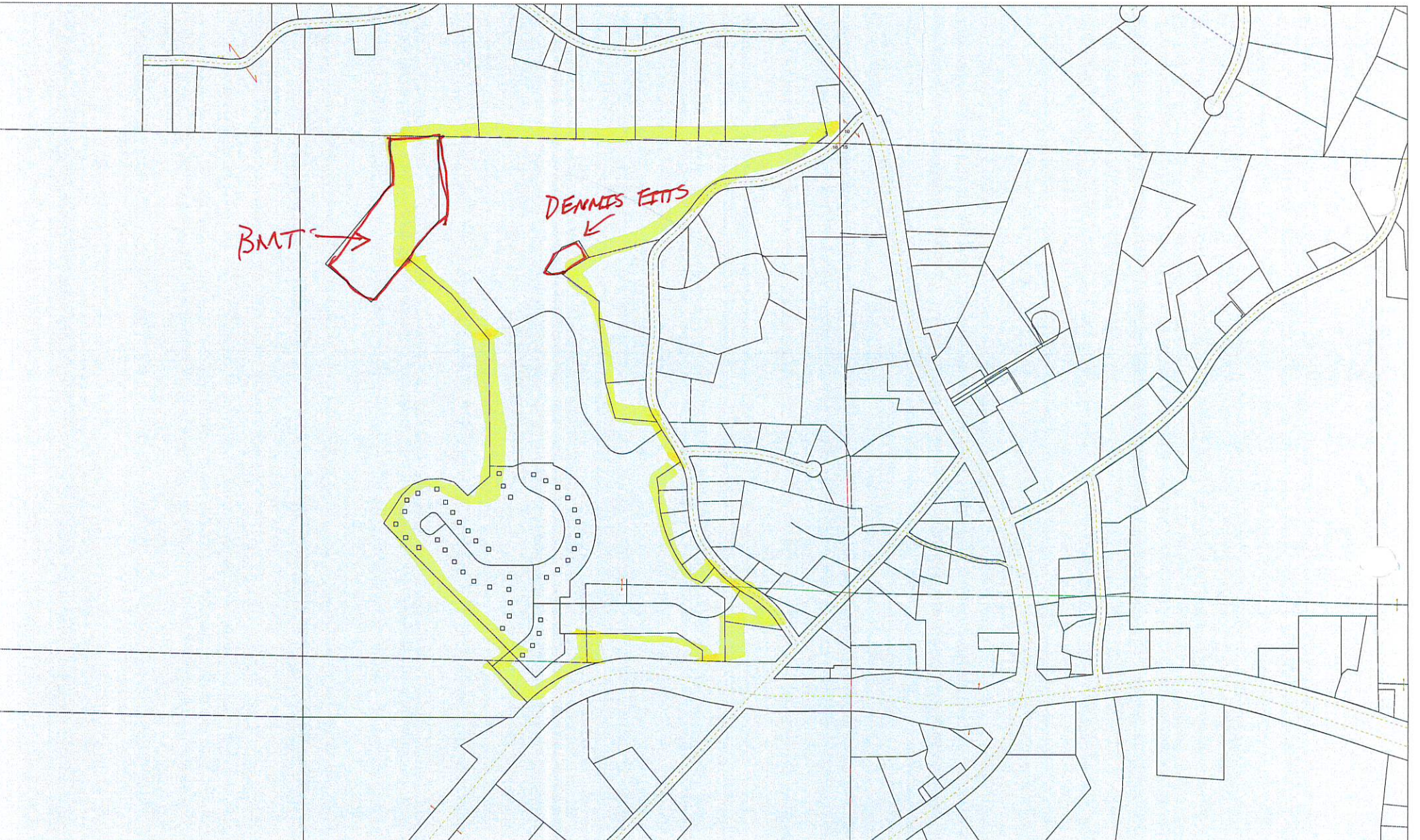
HIGHLANDS COTTAGE

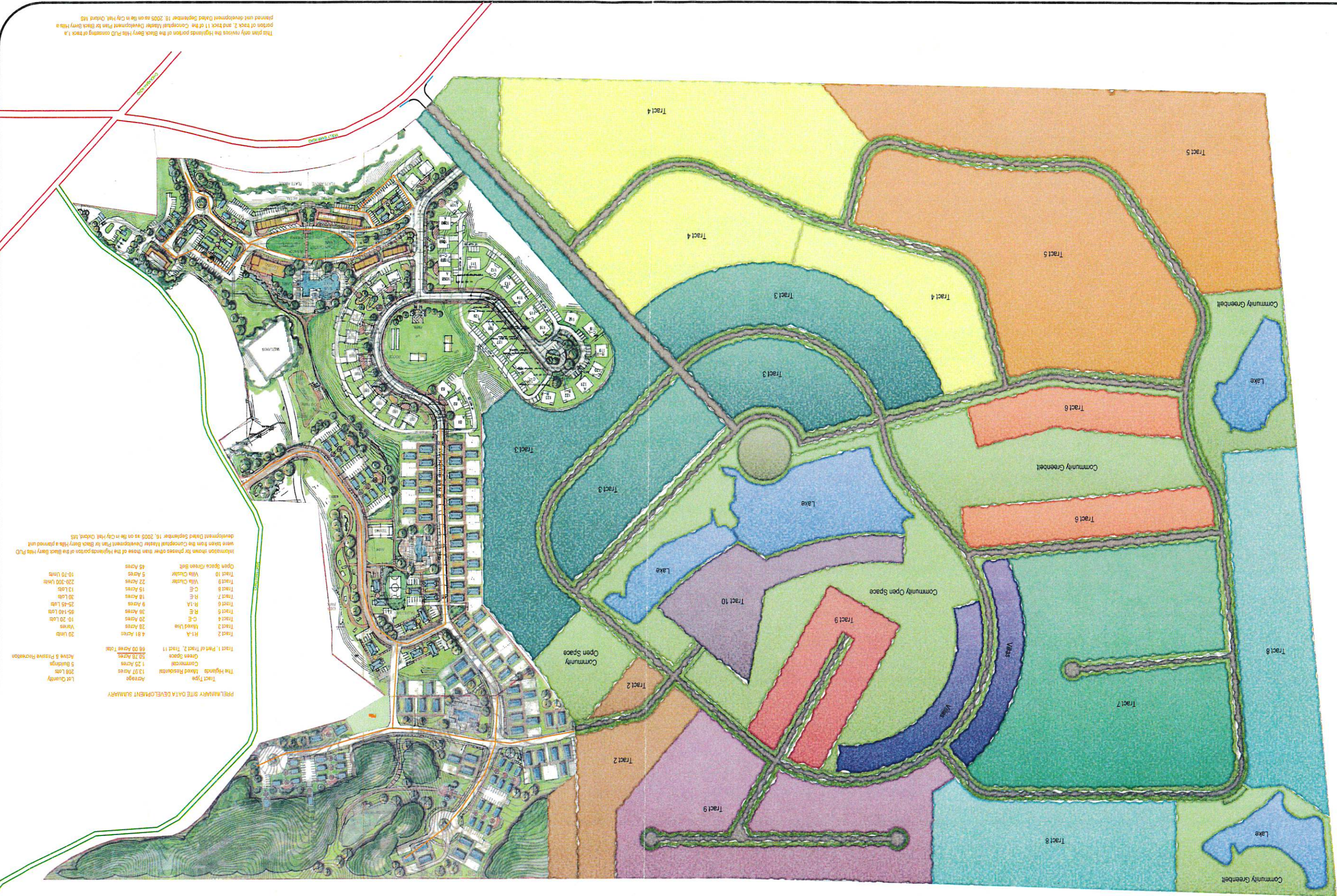
OXFORD
MISSISSIPPI

Lafayette County, Mississippi

BMT

DENNIS FITTS





PRELIMINARY SITE DATA DEVELOPMENT SUMMARY

Tract Type	Area	Tract Type	Area
The Highlands	13.57 Acres	Tract 10	4.81 Acres
Commercial	1.25 Acres	Tract 9	2.26 Acres
Lot Quantity	208 Lots	Tract 8	2.26 Acres
5 Building		Tract 7	2.26 Acres
Active & Passive Recreation		Tract 6	2.26 Acres
		Tract 5	2.26 Acres
		Tract 4	2.26 Acres
		Tract 3	2.26 Acres
		Tract 2	2.26 Acres
		Tract 1	2.26 Acres

Information shown for phases other than those of the Highlands portion of the Black Berry Hills PUD were taken from the Conceptual Master Development Plan for Black Berry Hills a planned unit development dated September 16, 2005 as on file in City Hall, Oxford, MS.

This plan only shows the Highlands portion of the Black Berry Hills PUD consisting of tract 1, a portion of tract 2, and tract 11 of the Conceptual Master Development Plan for Black Berry Hills a planned unit development dated September 16, 2005 as on file in City Hall, Oxford, MS.

Sheet No.: 1

Sheet Title:

Checked By:

Drawn By:

Proj. No.: SD-1121119

File:

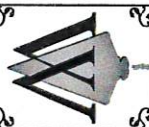
Date: April 9, 2012

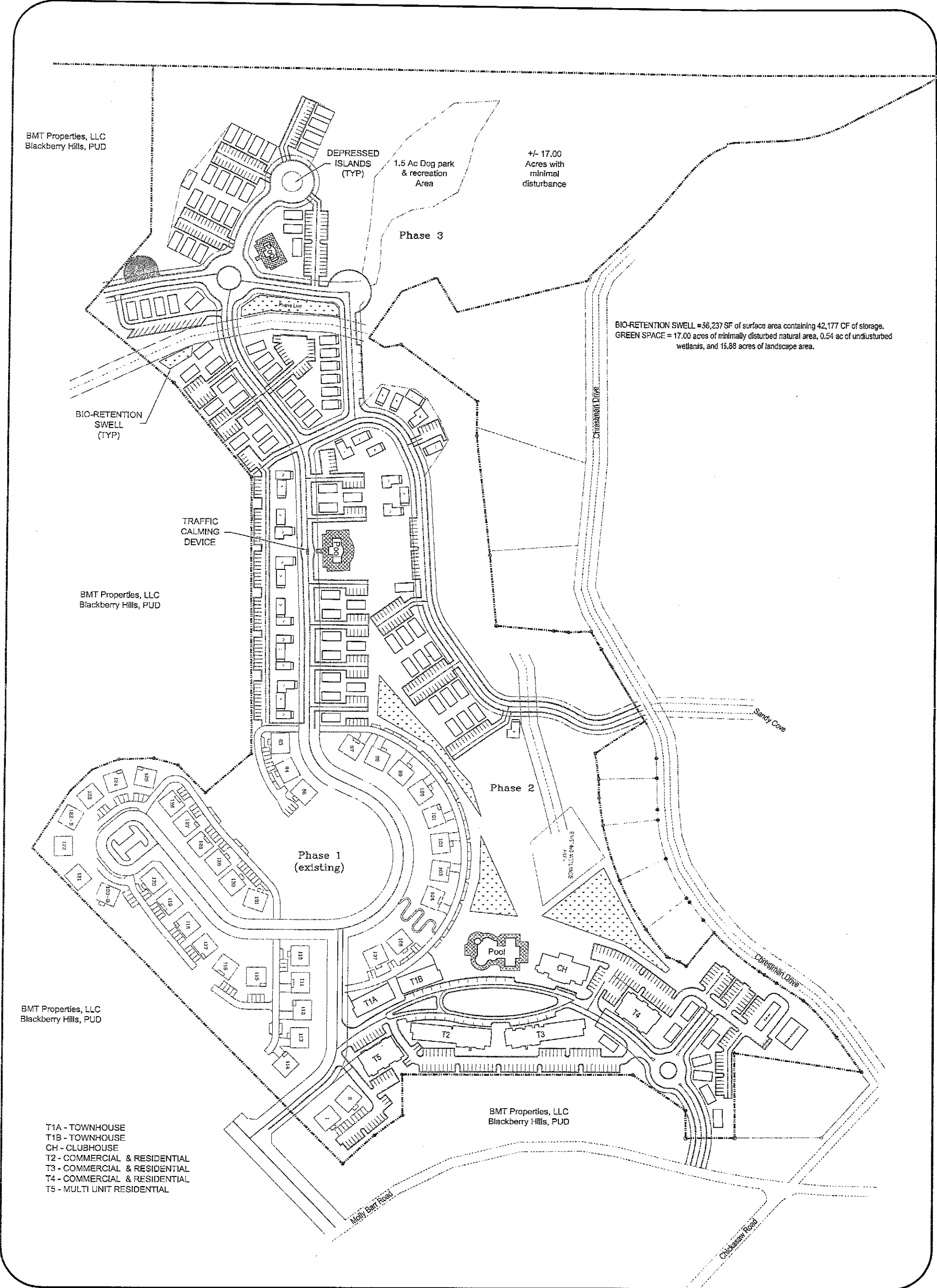
Scale: NTS

REVISION

DATE

Black Berry Hills
A Planned Unit Development
Molly Barr Road
Oxford, Mississippi


WILLIAMS ENGINEERING CONSULTANTS, INC.
Professional Engineers | Professional Land Surveyors
720 NORTH LAMAR BOULEVARD, SUITE A
P.O. BOX 1191 OXFORD, MISSISSIPPI 38655
(662) 238-9675



BMT Properties, LLC
Blackberry Hills, PUD

DEPRESSED
ISLANDS
(TYP)

1.5 Ac Dog park
& recreation
Area

+/- 17.00
Acres with
minimal
disturbance

Phase 3

BIO-RETENTION
SWELL
(TYP)

TRAFFIC
CALMING
DEVICE

BMT Properties, LLC
Blackberry Hills, PUD

Phase 1
(existing)

Phase 2

Sandy Cove

Christman Drive

Chickadee Road

BMT Properties, LLC
Blackberry Hills, PUD

BMT Properties, LLC
Blackberry Hills, PUD

T1A - TOWNHOUSE
T1B - TOWNHOUSE
CH - CLUBHOUSE
T2 - COMMERCIAL & RESIDENTIAL
T3 - COMMERCIAL & RESIDENTIAL
T4 - COMMERCIAL & RESIDENTIAL
T5 - MULTI UNIT RESIDENTIAL

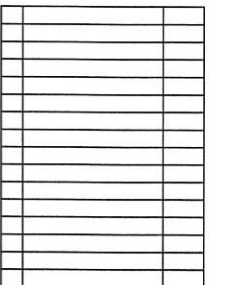
Preliminary Plan For:
Grove Hill Development of Blackberry Hills, PUD
Molly Barr Road & Christman Drive
City of Oxford, Lafayette County, Mississippi



WILLIAMS ENGINEERING CONSULTANTS, INC.
Professional Engineers | Professional Land Surveyors

750 NORTH LAMAR BOULEVARD, SUITE A
P.O. BOX 1167 OXFORD, MISSISSIPPI 38655
REG. 248,097

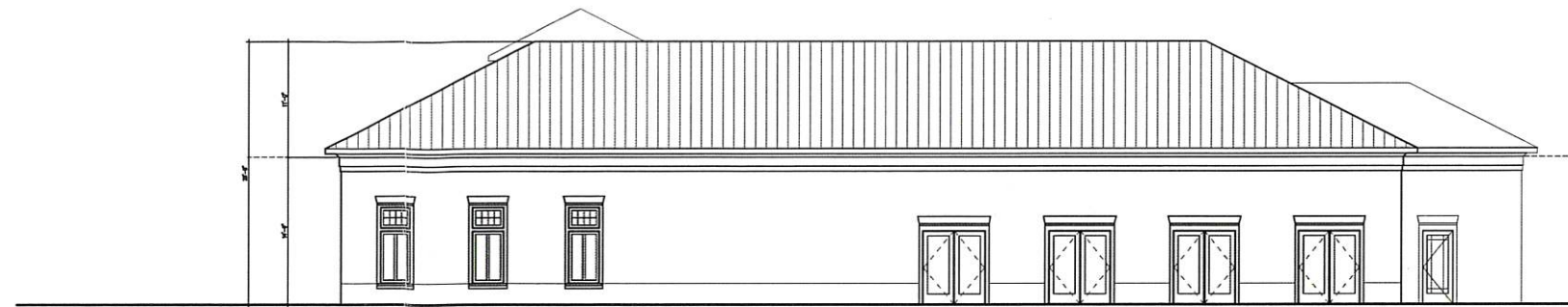
Overall
Layout



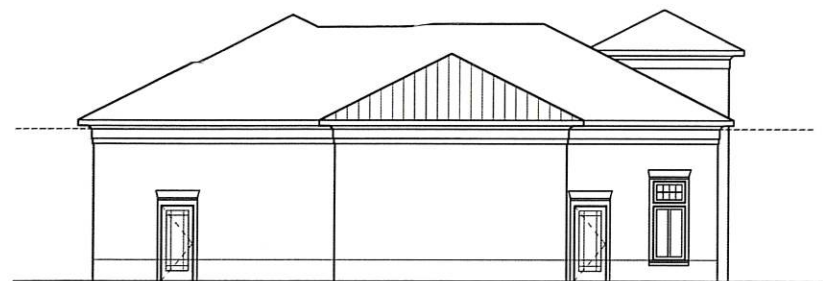
GRAY REESE	
Principal+Change	Project No.
Gray Reese	
Project Designer	
James Hampel	AS NOTED
Project Architect	Scale
Keith Vandert	
Project Manager	
TH2-TH3	
Drawn By	
P&C Plot Date	Drawing No.
P&C Path	



CLUB HOUSE SIDE EVATION

$$1/8^n = 1^1 \cdot 0^n$$


CLUB HOUSE BACK EVATION

$$1/8'' = 1'-0''$$


CLUB HOUSE SIDE ELEVATION

$$1/8'' = 1'-0''$$


CLUB HOUSE FRONT ELEVATION

$$1/8'' = 1'-0''$$


FRONT ELEVATION

4 BED HOUSE

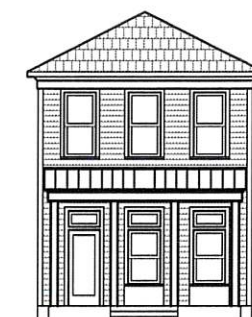
$$1/8'' = 1'-0''$$


FRONT ELEVATION

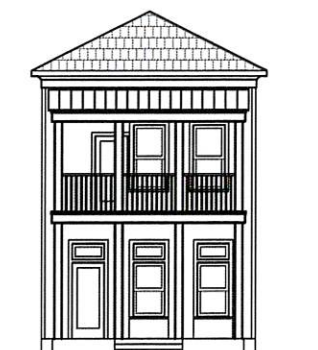
5 BED HOUSE

$$1/8'' = 1'-0''$$

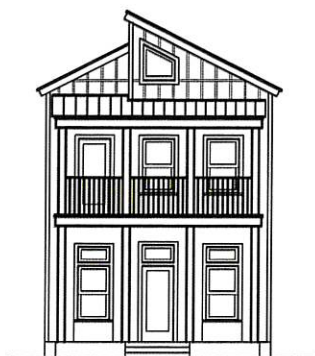

SIDE ELEVATION



FRONT ELEVATION 'A'

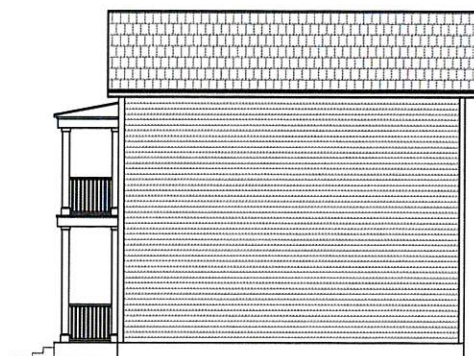


FRONT ELEVATION 'B'



FRONT ELEVATION

2 BED HOUSE ALTERNATE

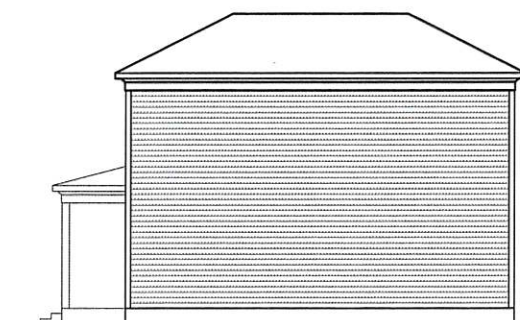
$$1/8^n = 1^1 \cdot 0^n$$


SIDE ELEVATION



FRONT ELEVATION

2 BED HOUSE

$$1/8'' = 1'-0''$$


SIDE ELEVATION

HIGHLANDS COTTAGE

OXFORD
MISSISSIPPI

ELEVATIONS

GRAY REESE	
Principal-in-Charge	Project No.
Gray Reese	
Project Designer	
James Hampel	AS NOTED
Project Architect	Scale
Keith Vandertell	
Project Manager	

A1



Memorandum

To: Mayor and Board of Alderman
From: James Hirsch; Planner I
Date: August 5, 2025
RE: Request approval of a Preliminary and Final Plat for Case #3238, Rebel Properties, KP7, LLC (Jonathan Fronczek) for 'Anderson Road Development', for property located at Anderson Rd (PPIN #32319)

The subject property measures slightly more than 42 acres north of the Heritage Drive intersection with Anderson Road. The applicant is proposing a two-lot subdivision, to create Lot 1, the planned site of a student housing development measuring a little under 34.5 acres, and Lot 2, a little more than 7.5 acres which is currently undeveloped.

Engineering reviewed the site plan for the development in the proposed Lot 1 and identified no additional comments associated with this request.

At its July 14, 2025 meeting, the Planning Commission considered and unanimously recommended approval of the request for Preliminary and Final Plat Approval for 'Anderson Road Development' on its consent agenda, with the three (3) conditions listed in the staff report.

Recommendation: Staff and the Planning Commission recommend approval of the requested Preliminary and Final Plat for 'Anderson Road Development' with the following conditions:

1. Approval is for the plat as submitted subject to necessary technical revisions (Planning).
2. A copy of the stamped and recorded covenants are required prior to the issuance of a Certificate of occupancy (Planning).

**Case 3238**

To: Oxford Planning Commission
From: James Hirsch; Planner I
Date: July 14, 2025

Applicant: Rebel Properties, KP7, LLC (Jonathan Fronczek)
Owner: Same
Request: Preliminary & Final Plat Approval for 'Anderson Road Development'
Location: Anderson Road (PPIN #32319)
Zoning: (TNB) Traditional Neighborhood Residential & Neighborhood Residential (NR)

Surrounding Zoning:

North & West: (SR) Suburban Residential & (SMF) Suburban Multi Family

East: (NR) Neighborhood Residential & (SMF) Suburban Multi Family

South: (TNB) Traditional Neighborhood Business & (SMF) Suburban Multi Family

Case History: Case #3213 – Special Exception – April 2025
Case #3214 – Site Plan Approval – April 2025

Planning Comments: The subject property consists of +/- 42.22 acres located to the north of the Heritage Drive intersection with Anderson Road. The applicant proposes a two-lot subdivision. Lot 1, to measure +/- 34.43 acres, is the planned site of a 243-unit student housing development approved in April 2025. The proposed Lot 2, measuring +/- 7.62 acres, is currently undeveloped. Both lots meet the dimensional requirements of the underlying zoning.

Engineering Comments: Engineering has approved the site plan for this proposed development.

Recommendation: Staff recommends approval of the requested Preliminary & Final Plat for 'Anderson Road Development' with the following conditions:

1. Approval is for the plat as submitted subject to necessary technical revisions (Planning).
2. Approval of the Preliminary and Final Plat for 'Anderson Road Development' by the Mayor and Board of Aldermen (Planning).
3. A copy of the stamped and recorded covenants is required prior to the issuance of a Certificate of Occupancy (Planning).

Geotechnical Engineering
Hydraulic Engineering

Surveying

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



Land Planning/Subdivisions
Road and Bridge Design
Civil Engineering
Utility System Design

Phone 662-234-8539

Fax 662-234-8639
www.pecorpms.com

May 30, 2025

Ben Requet
City Planner
107 Courthouse Square
Oxford, MS 38566
(662) 232-2305

Re: Plat Approval

Request: Preliminary Plat Approval & Final Plat Approval
Anderson Road Development

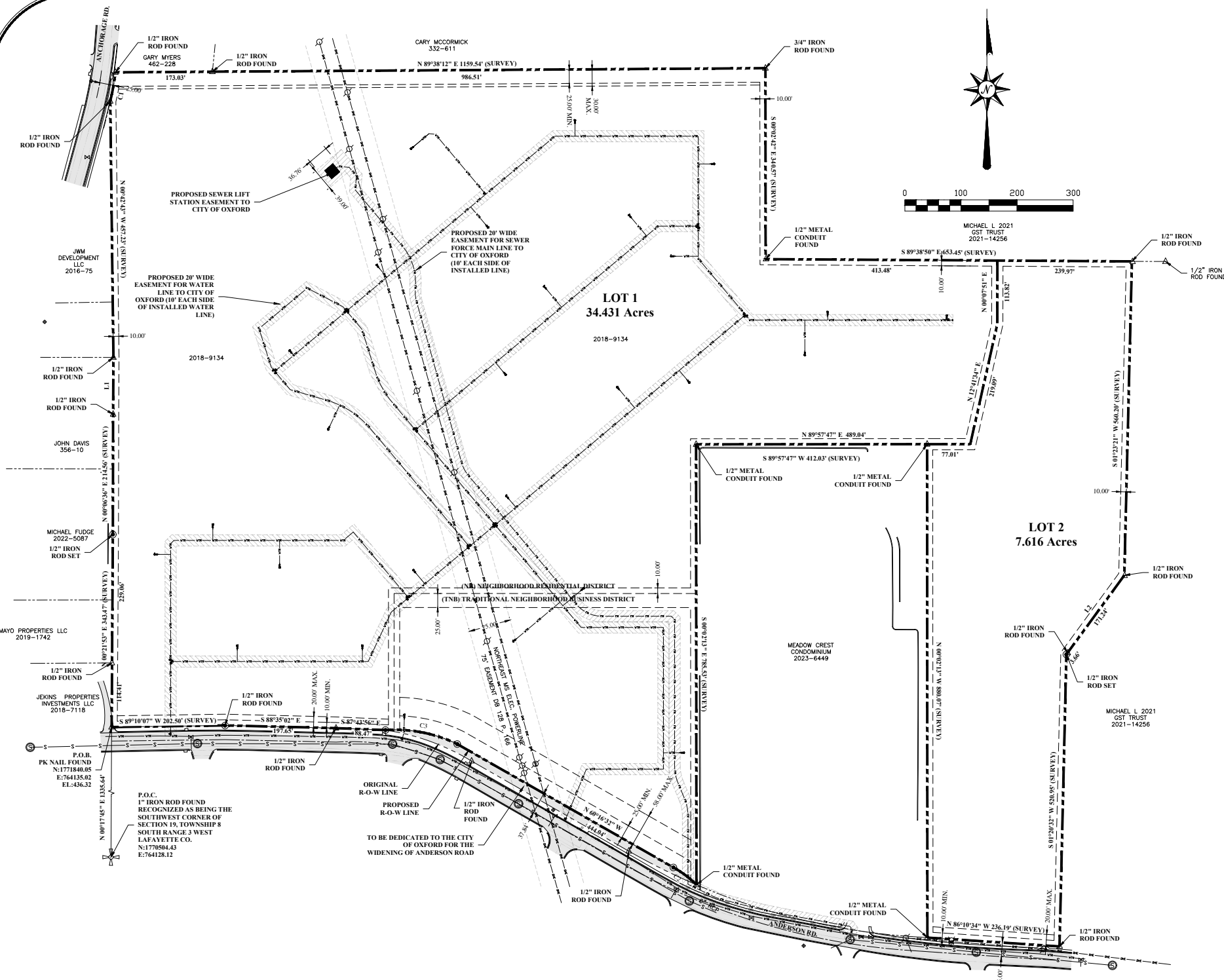
Dear Mr. Requet,

The requested approval is for the Preliminary and Final Plat submittal of the above captioned project. This project is located to the North side of Anderson Road and East of Anchorage Road. The plat consists of 2 lots.

If you have any questions or comments, please feel free to contact me at our office.

Sincerely,

Jonathan E. Adams, PS
Precision Engineering Corporation
(662) 234-8539



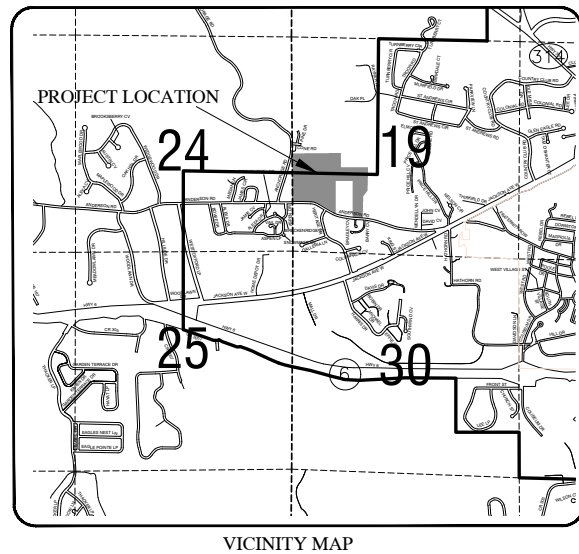
LEGEND

These standard symbols may be found in the drawing.

● PROPERTY CORNERS	--- LEASE LINES
△ EXISTING MONUMENTS	--- ADJOINING PROPERTY LINES
⬢ PROPERTY CORNERS NOT SET	--- EASEMENT LINES
⊕ WATER VALVE	--- SETBACK LINES
⊕ WATER METER	--- EDGE OF PAVEMENT
⊕ FIRE HYDRANT	--- CENTERLINE OF ROAD
⊕ DRAINAGE MANHOLE	--- BUILDING
⊕ SANITARY SEWER MANHOLE	--- FENCE LINES
⊕ SEWER CLEAN OUT	--- UNDERGROUND COMMUNICATION
⊕ GAS METER	--- UNDERGROUND ELECTRIC LINES
⊕ GAS VALVE	--- OVER HEAD ELECTRIC LINES
⊕ ELECTRIC BOX	--- GAS LINES
⊕ POWER POLE	--- WATER LINES
⊕ TELEPHONE PED	--- SEWER FORCE MAIN
⊕ COMMUNICATION MANHOLE	--- SEWER LINES
	--- END NOT FOUND
	--- RETAINING WALL
	--- ASPHALT PAVING
	--- CONCRETE PAVING
	--- GRAVELED PAVING
	--- ADA TRUNCATED DOME PAD

SURVEY CURVE CHART					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	52.26	424.01	7°03'42"	N 10°10'46" E	52.22
C2	51.46	171.72	17°10'06"	N 53°03'45" W	51.26
C3	131.86	254.68	29°39'48"	S 78°59'59" E	138.39

SURVEY LINE CHART		
LINE	BEARING	DISTANCE
L1	N 00°19'46" E	101.25
L2	S 36°13'39" W	174.90
L3	N 88°35'02" W	197.65



~SURVEYORS NOTES~

- This Property has a land use classification of Class "B" as defined in Appendix "A" and the boundary survey meets the Minimum Quality Requirements for Condition "B" as defined in Appendix "B" of the "MISSISSIPPI STANDARDS OF PRACTICE FOR SURVEYING".
- All Bearings are Based On Mississippi East State Plane Coordinate System Grid North As Determined By GPS Observations With A Convergence Of (-0° 24' 42") And a Scale Factor Of 1.000005466 Calculated At The Point Of Commencement.
- Horizontal Datum based on NAD 83(2011) and Vertical Datum based on NAVD 88 as posted on below station.
GGC Real Time Network
CORS - This is a GPS Continuously Operating Reference Station
Designation - Oxford Cors ARP
CORS ID - MS05X
PID - DK6714
Lat - 34° 21' 50.93047"
Lon - 89° 31' 56.51638"
- Date Of Field Survey: May 2025.
- This Property is Zoned (NR) Neighborhood Residential District. Setbacks for this zone are as follows: Front yard build-to line min/max = 10/20'; Side = (Detached 10', attached or townhouse 0', 15' building separation), Rear = (attached or detached 25', Townhouse 30') and Property is Zoned (TND) Traditional Neighborhood Business. Setbacks for this zone are as follows: Front yard build-to line min/max = 0', 58'; Side = 10' on one side of primary structure, Rear = 25' unless abuts residential uses in ER of SR; then 50' for more details see Land Development Code.
- This survey is subject to any easements recorded or unrecorded, shown or not shown on this Plat.
- This survey was done without the benefit of a Title search.
- Adjoining property owners shown hereon were obtained from Tri State Consulting Services Inc. as shown at the time of survey and may or may not be up to date.
- This property is located in Zone "C" according to the Flood Insurance Rate Map No. 28071C0256C Community: City Of Oxford, No. 28009A, Panel No. 0256, Suffix: C, Dated 11/26/2010.
- Water and sewer force main utilities located within dedicated easements shall be the property of the City of Oxford.
- All storm drain infrastructure located within the extent of this plat shall be privately owned and maintained by the homeowners association. The City of Oxford does not own or maintain any storm drainage pipes or stormwater management facilities.

~DESCRIPTION OF SURVEY~

The following description is based on the Mississippi East State Plane Coordinate System grid North as determined by GPS observations with a convergence of (-0° 24' 42") and a scale factor of 1.000005466 calculated at the Point Of Commencement.

A parcel of land located in the Southwest Quarter of Section 19, Township 8 South, Range 3 West, Lafayette County, Mississippi and containing 42.047 Acres. This property described in more detail as follows:

Commencing at a 1" Iron Rod found recognized as being the Southwest Corner of Section 19, Township 8 South, Range 3 West Lafayette County, Mississippi. Said point being further defined by Mississippi East State Plane Coordinates of N:1770504.43 and E:764128.12.

Thence North 00 Degrees 17 Minutes 45 Seconds East for a distance of 1335.64 feet to PK Nail found, hereinafter referred as the POINT OF BEGINNING, further defined by Mississippi East State Plane Coordinates of N:1771840.05 and E:764135.02.

Thence run from said POINT OF BEGINNING North 00 Degrees 21 Minutes 53 Seconds East (passing through a 1/2" Iron Rod found at a distance of 114.41 feet) for a distance of 343.47 feet to a 1/2" Iron Rod set; Thence North 00 Degrees 06 Minutes 36 Seconds East for a distance of 214.56 feet to a 1/2" Iron Rod found; Thence North 00 Degrees 19 Minutes 46 Seconds East for a distance of 101.25 feet to a 1/2" Iron Rod found; Thence North 00 Degrees 42 Minutes 43 Seconds West for a distance of 47.23 feet to a 1/2" Iron Rod found on the eastern right-of-way of Anderson Rd.; Thence along said right-of-way with a curve turning to the left with an arc length of 52.26 feet, a radius of 424.01 feet, a chord bearing of North 10 Degrees 10 Minutes 46 Seconds East, and a chord length of 52.22 feet to a 1/2" Iron Rod found; Thence North 89 Degrees 38 Minutes 12 Seconds East leaving said right-of-way (passing through a 1/2" Iron Rod found at a distance of 173.03 feet) for a distance of 1159.54 feet to a 3/4" Iron Rod found; Thence South 00 Degrees 02 Minutes 42 Seconds East for a distance of 340.57 feet to a 1/2" Metal Conduit found; Thence South 89 Degrees 38 Minutes 59 Seconds East for a distance of 653.45 feet to a 1/2" Iron Rod found; Thence South 01 Degrees 23 Minutes 21 Seconds West for a distance of 560.20 feet to a 1/2" Iron Rod found; Thence South 36 Degrees 13 Minutes 39 Seconds West (passing through a 1/2" Iron Rod found at a distance of 171.24 feet) for a distance of 174.90 feet to a 1/2" Iron Rod set; Thence South 01 Degrees 02 Minutes 32 Seconds West for a distance of 520.95 feet to a 1/2" Iron Rod found on the northern right-of-way of Anderson Rd.; Thence North 86 Degrees 10 Minutes 34 Seconds West along said right-of-way for a distance of 236.19 feet to a 1/2" Metal Conduit found; Thence North 00 Degrees 02 Minutes 13 Seconds West leaving said right-of-way for a distance of 880.07 feet to a 1/2" Metal Conduit found; Thence South 89 Degrees 57 Minutes 47 Seconds West for a distance of 412.03 feet to a 1/2" Metal Conduit found; Thence South 00 Degrees 02 Minutes 13 Seconds East for a distance of 785.53 feet to a 1/2" Metal Conduit found on said northern right-of-way of Anderson Rd.; Thence along said right-of-way line the following courses and distances: 1) with a curve turning to the left having an arc length of 51.46 feet, a radius of 171.72 feet, a chord bearing of North 53 Degrees 03 Minutes 45 Seconds West, and a chord length of 51.26 feet to a 1/2" iron rod set; 2) Thence North 00 Degrees 10 Minutes 32 Seconds West a distance of 444.04 feet to a 1/2" iron rod set; 3) Thence with a curve turning to the left having an arc length of 131.86 feet, a radius of 254.68 feet, a chord bearing of North 78 Degrees 59 Minutes 59 Seconds West, and a chord length of 130.39 feet to a 1/2" iron rod set; 4) Thence North 87 Degrees 43 Minutes 58 Seconds West a distance of 88.47 feet to a 1/2" iron rod found; 5) Thence North 89 Degrees 35 Minutes 02 Seconds West a distance of 197.65 feet to a 1/2" iron rod found; 6) Thence South 89 Degrees 10 Minutes 07 Seconds West a distance of 202.50 feet back to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE

I DO HEREBY CERTIFY THAT THIS CONFORMS TO THE MINIMUM REQUIREMENTS AS SET FORTH BY THE STATE BOARD FOR A CLASS "B" SURVEY AND THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF MISSISSIPPI TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

JONATHAN E. ADAMS
MS PS-2679

DATE

Z:\Shared\Documents\DATA\project\24044 Anderson Rd Harvey Student Housing Charter Development\Survey\Cad File\24044 Pre And Final Plat Anderson Rd Harvey Student Housing Charter Development.dwg
PLOT:12/30/2025 12:07 PM
SAVES:2/19/2025

~ DESCRIPTION OF SURVEY ~

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI EAST STATE PLANE COORDINATE SYSTEM GRID NORTH AS DETERMINED BY GPS OBSERVATIONS WITH A CONVERGENCE OF (−0° 24′ 42″) AND A SCALE FACTOR OF 1.000005466 CALCULATED AT THE POINT OF COMMENCEMENT.

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 8 SOUTH, RANGE 3 WEST, LAFAYETTE COUNTY, MISSISSIPPI AND CONTAINING 42.047 ACRES. THIS PROPERTY DESCRIBED IN MORE DETAIL AS FOLLOWS:

COMMENCING AT A 1" IRON ROD FOUND RECOGNIZED AS BEING THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 8 SOUTH, RANGE 3 WEST LAFAYETTE COUNTY, MISSISSIPPI, SAID POINT BEING FURTHER DEFINED BY MISSISSIPPI EAST STATE PLANE COORDINATES OF N:1770504.43 AND E:764128.12,

THENCE NORTH 00 DEGREES 17 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 1335.64 FEET TO PK NAIL FOUND, HEREINAFTER REFERRED AS THE POINT OF BEGINNING, FURTHER DEFINED BY MISSISSIPPI EAST STATE PLANE COORDINATES OF N:1771840.05 AND E:764135.02.

THENCE RUN FROM SAID POINT OF BEGINNING NORTH 00 DEGREES 21 MINUTES 53 SECONDS EAST (PASSING THROUGH A 1/2" IRON ROD FOUND AT A DISTANCE OF 114.41 FEET) FOR A DISTANCE OF 343.47 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 00 DEGREES 06 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 214.56 FEET TO A 1/2" IRON ROD FOUND; THENCE NORTH 00 DEGREES 19 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 101.23 FEET TO A 1/2" IRON ROD FOUND; THENCE NORTH 00 DEGREES 42 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 457.23 FEET TO A 1/2" IRON ROD FOUND ON THE EASTERN RIGHT-OF-WAY OF ANCHORAGE RD. ; THENCE ALONG SAID RIGHT-OF-WAY WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 52.26 FEET, A RADIUS OF 424.01 FEET, A CHORD BEARING OF NORTH 10 DEGREES 10 MINUTES 46 SECONDS EAST, AND A CHORD LENGTH OF 52.22 FEET TO A 1/2" IRON ROD FOUND; THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST LEAVING SAID RIGHT-OF-WAY (PASSING THROUGH A 1/2" IRON ROD FOUND AT A DISTANCE OF 173.03 FEET) FOR A DISTANCE OF 1159.54 FEET TO A 3/4" IRON ROD FOUND; THENCE SOUTH 00 DEGREES 02 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 340.57 FEET TO A 1/2" METAL CONDUIT FOUND; THENCE SOUTH 89 DEGREES 38 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 653.45 FEET TO A 1/2" IRON ROD FOUND; THENCE SOUTH 01 DEGREES 23 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 560.20 FEET TO A 1/2" IRON ROD FOUND; THENCE SOUTH 36 DEGREES 13 MINUTES 39 SECONDS WEST (PASSING THROUGH A 1/2" IRON ROD FOUND AT A DISTANCE OF 171.24 FEET) FOR A DISTANCE OF 174.90 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 01 DEGREES 20 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 520.95 FEET TO A 1/2" IRON ROD FOUND ON THE NORTHERN RIGHT-OF-WAY OF ANDERSON RD.; THENCE NORTH 86 DEGREES 10 MINUTES 34 SECONDS WEST ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 236.19 FEET TO A 1/2" METAL CONDUIT FOUND; THENCE NORTH 00 DEGREES 02 MINUTES 13 SECONDS WEST LEAVING SAID RIGHT-OF-WAY FOR A DISTANCE OF 880.07 FEET TO A 1/2" METAL CONDUIT FOUND; THENCE SOUTH 89 DEGREES 57 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 412.03 FEET TO A 1/2" METAL CONDUIT FOUND; THENCE SOUTH 00 DEGREES 02 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 785.53 FEET TO A 1/2" METAL CONDUIT FOUND ON SAID NORTHERN RIGHT-OF-WAY OF ANDERSON RD.; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES: 1) WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 51.46 FEET, A RADIUS OF 171.72 FEET, A CHORD BEARING OF NORTH 53 DEGREES 03 MINUTES 45 SECONDS WEST, AND A CHORD LENGTH OF 51.26 FEET TO A 1/2" IRON ROD SET; 2) THENCE NORTH 60 DEGREES 16 MINUTES 32 SECONDS WEST A DISTANCE OF 444.04 FEET TO A TO A 1/2" IRON ROD SET; 3) THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 131.86 FEET, A RADIUS OF 254.68 FEET, A CHORD BEARING OF NORTH 78 DEGREES 59 MINUTES 59 SECONDS WEST, AND A CHORD LENGTH OF 130.39 FEET TO A 1/2" IRON ROD SET; 4) THENCE NORTH 87 DEGREES 43 MINUTES 56 SECONDS WEST A DISTANCE OF 88.47 FEET TO A 1/2" IRON ROD FOUND; 5) THENCE NORTH 88 DEGREES 35 MINUTES 02 SECONDS WEST A DISTANCE OF 197.65 FEET TO A 1/2" IRON ROD FOUND; 6) THENCE SOUTH 89 DEGREES 10 MINUTES 07 SECONDS WEST A DISTANCE OF 202.50 FEET BACK TO THE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT THE WITHIN PLAT OF ANDERSON ROAD DEVELOPMENT, IN THE CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI, IS A TRUE AND CORRECT REPRESENTATION OF SAID SUBDIVISION AND THAT I SIGNED AND DELIVERED IT AS MY OWN ACT AND DEED.

JONATHAN E. ADAMS
MISSISSIPPI PS. #2879

ENGINEER'S CERTIFICATE

I CERTIFY THAT ANDERSON ROAD DEVELOPMENT, IS IN CONFORMANCE WITH THE DESIGN REQUIREMENTS OF THE SUBDIVISION REGULATIONS AND SPECIFIC CONDITIONS IMPOSED ON THIS DEVELOPMENT, AND TAKES INTO ACCOUNT ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.

PAUL KOSHENINA
MISSISSIPPI PE #14912

CITY OF OXFORD
STATE OF MISSISSIPPI

APPROVED AND RECOMMENDED FOR ACCEPTANCE BY THE CITY OF OXFORD PLANNING COMMISSION, THIS THE ____ DAY OF _____, 20____.

JR RIGBY, CHAIRMAN
CITY OF OXFORD PLANNING COMMISSION

CITY OF OXFORD
COUNTY OF LAFAYETTE
STATE OF MISSISSIPPI

APPROVED AND RECOMMENDED FOR ACCEPTANCE BY THE CITY OF OXFORD, BOARD OF ALDERMEN, THIS THE ____ DAY OF _____, 20____.

ROBYN TANNERHILL
MAYOR, CITY OF OXFORD

CITY ENGINEER'S CERTIFICATE

I CERTIFY THAT OXFORD SH OWNER, LLC HAS COMPLIED WITH ONE OF THE FOLLOWING ALTERNATIVES FOR ANDERSON ROAD DEVELOPMENT:

1. ALL IMPROVEMENTS HAVE BEEN INSTALLED BY THE SUB-DIVIDER IN ACCORDANCE WITH THE REQUIREMENTS OF THESE REGULATIONS AND WITH THE ACTION OF THE BOARD OF ALDERMEN, GIVING APPROVAL OF THE FINAL PLAT, AND ACCEPTING MAINTENANCE OF UTILITIES AND STREETS.
2. A BOND OR CERTIFIED CHECK HAS BEEN POSTED BY THE SUB-DIVIDER WHICH IS AVAILABLE TO THE CITY IN A SUFFICIENT AMOUNT TO ENSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS,

AS OF THIS THE ____ DAY OF _____, 20____.

JOHN CRAWLEY, P.E.
CITY ENGINEER, CITY OF OXFORD

RESTRICTIVE COVENANTS

RECORDED IN INSTRUMENT NUMBER_____ OF THE LAND RECORDS IN THE CHANCERY CLERK'S OFFICE OF LAFAYETTE COUNTY, MISSISSIPPI.

~OWNER'S CERTIFICATE~

WE, OXFORD SH OWNER, LLC, AS OWNER OF THE TRACT OF LAND HEREIN DESCRIBED, CERTIFY THAT WE DID CAUSE SAID LAND TO BE SUBDIVIDED AND PLATTED, AS SHOWN ON THE ATTACHED PLAT FOR ANDERSON ROAD DEVELOPMENT. AND THE STREETS ARE DEDICATED TO THE USED OF THE PUBLIC FOREVER. STREETS ARE HEREBY DEDICATED TO THE USE BY THE PUBLIC AND/OR PRIVATE UTILITY COMPANIES WHICH SERVE THIS SUBDIVISION, SUBJECT TO THE REGULATIONS OF AND APPROVAL BY THE BOARD OF SUPERVISORS OF LAFAYETTE COUNTY. UTILITY EASEMENTS ARE ALSO DEDICATED TO THE PUBLIC AND/OR PRIVATE UTILITY COMPANIES WHICH SERVE THIS SUBDIVISION. SUCH SUBDIVISION AND DEDICATION IS THE OWNER'S OWN ACT AND DEED OF THEIR OWN FREE WILL.

WITNESS MY HAND AND SIGNATURE

XXXXXXXXXXXXXXXXX, MANAGER
OXFORD SH OWNER, LLC

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE STATE AND COUNTY AFORESAID, THE WITHIN NAMED XXXXXXXXXXXXXXXXXXXX, IN THE CAPACITY AS MANAGER OF OXFORD SH OWNER, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY, WHO ACKNOWLEDGED THAT HE EXECUTED AND DELIVERED THE ABOVE AND FOREGOING OWNER'S CERTIFICATE, ON BEHALF OF SAID LIMITED LIABILITY COMPANY, ON THE DATE AND IN THE YEAR THEREIN MENTIONED, FOR THE CONSIDERATION THEREIN RECITED, FIRST BEING AUTHORIZED SO TO DO.

WITNESS MY HAND AND OFFICIAL SEAL THIS THE ____ DAY OF _____, 20____.

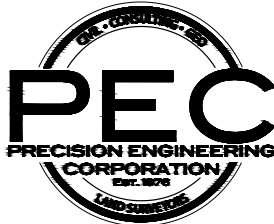
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

I, MIKE ROBERTS, CHANCERY CLERK IN AND FOR SAID COUNTY AND STATE, HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT ____ O'CLOCK ON THE ____ DAY OF _____, 20____, AND WAS DULY RECORDED IN PLAT CABINET ____, SLIDE ____.

WITNESS MY HAND AND OFFICIAL SEAL THIS THE ____ DAY OF _____, 20____.

MIKE ROBERTS
CHANCERY CLERK



PHONE: (662) 234-8539 EMAIL: OXFORD@PECORPMS.COM ADDRESS: 276 CO RD 100
FAX: (662) 234-8639 WEB SITE: PECORPMS.COM OXFORD, MS 38655

REVISIONS:

NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:

CERTIFICATE SHEET
FOR
ANDERSON ROAD DEVELOPMENT
SW ¼ SEC. 19, T-8-S, R-3-W,
IN THE CITY OF OXFORD, LAFAYETTE CO., MS

DRAWN BY: J. ADAMS, PS	DATE: 05/28/2025
CHECKED BY: J. ADAMS, PS	SCALE: NA
DRAWING NO.: 24044	

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

PAGE NO.:

2.0



Memorandum

To: Mayor and Board of Alderman
From: James Hirsch; Planner I
Date: August 5, 2025
RE: Request approval of a Preliminary and Final Plat for Case #3237, Larry McAlexander for 'Evergreen's Subdivision, Phase IV', for property located at 5207 George G. "Pat" Patterson Pkwy (PPIN #24879)

The subject property is an undeveloped lot measuring just over seven (7) acres between George G. "Pat" Patterson Parkway and M-Trade Park, just south of the first roundabout on Highway 314 North. The applicant is proposing a subdivision to create lots of roughly equal size, each slightly under 2.5 acres.

Engineering provided comments related to Storm Water and utility infrastructure in the Planning Commission Staff Report (Case #3237).

At its July 14, 2025 meeting, the Planning Commission considered and unanimously recommended approval of the request for Preliminary and Final Plat Approval for 'Evergreen's Subdivision, Phase IV' on its consent agenda, with the three (3) conditions listed in the staff report.

Recommendation: Staff and the Planning Commission recommend approval of the requested Preliminary and Final Plat for 'Evergreen's Subdivision, Phase IV' with the following conditions:

1. Approval is for the plat as submitted subject to necessary technical revisions (Planning).
2. A copy of the stamped and recorded covenants are required prior to the issuance of a Certificate of occupancy (Planning).



Case 3237

To: Oxford Planning Commission
From: James Hirsch; Planner I
Date: July 14, 2025

Applicant: Larry McAlexander
Owner: Same
Request: Preliminary & Final Plat Approval for 'Evergreen's Subdivision – Phase IV'
Location: 5207 Pat Patterson Parkway (PPIN #24879)
Zoning: (TNB) Traditional Neighborhood Business & Neighborhood Residential (NR)

Surrounding Zoning:

North, East & South: (TNB) Traditional Neighborhood Business

West: (INST-G) Institutional Government

Case History: Case #3217-A – Site Plan Approval – May 2025
Case #2991 – Preliminary Plat – August 2023
Case #2921 – Stormwater Variance – December 2022
Case #2911 – Site Plan Approval – November 2022
Case #2632 – Final Plat Amendment 'Evergreens Ph 2' – June 2020
Case #2393 – Final Plat Approval 'Evergreens Ph 2' – November 2018
Case #2250 – Request for Utilities, Lot 4 – November 2017
Case #2249 – Request for Utilities, Lot 3 – November 2017
Case #1198 – Preliminary Plat – April 2005

Planning Comments: The subject property measures +/- 7.02 acres between George G. "Pat" Patterson Parkway and M-Trade Park, just south of the first roundabout on Hwy 314 North. The applicant is proposing a three-lot subdivision, to create Lot 1 (2.33 acres), Lot 2 (2.40 acres), and Lot 3 (2.29 acres). Previous site plan approval included development plans for Lots 1 and 2. All three lots meet the requirements of the underlying zoning.

Engineering Comments: Stormwater management and utility infrastructure are not proposed explicitly as part of the preliminary and final plat. These items will be required as part of a site plan when the lot is developed.

Staff Recommendation: Staff recommends approval of the requested Preliminary and Final Plat for 'Evergreen's Subdivision – Phase IV' with the following conditions:

1. Approval is for the plat as submitted subject to necessary technical revisions (Planning).
2. Approval of the requested Preliminary & Final Plat for 'Evergreen's Subdivision – Phase IV' by the Mayor and Board of Aldermen (Planning).
3. A copy of the stamped and recorded covenants are required prior to the issuance of a Certificate of occupancy (Planning).

T.W. ELLIOTT, PE/PS (1963-2011)
L.L. BRITT, PE/PS
KEVIN W. McLEOD, PE

ELLIOTT & BRITT ENGINEERING, P.A.
ENGINEERS - CONSULTANTS - SURVEYORS
823 N. LAMAR BLVD. - P. O. BOX 308
OXFORD, MISSISSIPPI 38655
eb@elliottbritt.com

TEL (662) 234-1763
FAX (662) 234-3835

May 22, 2025

Ben Requet, AICP, City Planner
107 Courthouse Square
Oxford, MS 38655

Re: Evergreens Subdivision - Phase IV
Narrative

Evergreens Subdivision – Phase IV is a three-lot subdivision located on the north side of George G. “Pat” Patterson Parkway in between the two entrances into Mtrade Park.

Public infrastructure (sewer and water) will be installed to service these three lots, but any other improvements will be handled on any site plans that are proposed for the lots.

If you have any questions, do not hesitate to call. Thank you.

Sincerely,

ELLIOTT & BRITT ENGINEERING, P.A.



Kevin W. McLeod, PE
Consulting Engineer

Evergreens Subdivision - Phase IV

A Development By Larry McAlexander - Owner

OWNER'S CERTIFICATE

I, The Undersigned, Owner(s) or Authorized Representative Of The Owner Of The Property Shown And Described Herein, Hereby Adopt This As My Plan Of Subdivision And Dedicated The Right-Of-Way Shown On The Plat Of The Subdivision For Public Use Forever And Reserve For The Public Utilities The Utility Easements As Shown On The Plat. I Hereby Certify That I Am The Owner In Fee Simple Of The Property And That No Taxes Have Become Due And Payable This The ____ Day Of _____, 2025.

Witness My Hand And Signature This _____ Day Of _____, 2025.

Larry McAlexander Owner

Notary Public

SURVEYOR'S CERTIFICATE

I Certify That The Within Plat Of Evergreens Subdivision, Phase IV In Lafayette County, Mississippi Is A True And Correct Representation Of Said Subdivision And That I Signed And Delivered It As My Own Act And Deed.

Witness My Hand And Signature This _____ Day Of _____, 2025.

Larry Britt.
Mississippi PS No. 02948

ENGINEER'S CERTIFICATE

I Certify That The Evergreens Subdivision, Phase IV In Lafayette County, Mississippi, Is In Conformance With The Design Requirements Of The Subdivision Regulations And Specific Conditions Imposed On This Development, And Takes Into Account All Applicable Federal, State, And Local Laws And Regulations.

Witness My Hand And Signature This _____ Day Of _____, 2025.

Kevin W. McLeod
Mississippi PE No. 15151

CITY ENGINEER'S CERTIFICATE

I Certify That Larry McAlexander Has Complied With One Of The Following Alternatives for The Evergreens Subdivision Phase IV:

1. All Improvements Have Been Installed by The Sub-Divider In Accordance With The Requirements Of These Regulations And With The Action Of The Board Of Aldermen, Giving Approval Of The Preliminary Plat, And Accepting Maintenance Of Utilities And Streets.
2. A Bond, Certified Check Or Irrevocable Letter Of Credit Has Been Posted By The Sub-Divider Which Is Available To The City In A Sufficient Amount To Ensure Completion Of All Required Improvements,

As Of This _____ Day Of _____, 2025.

John Crawley
City Engineer, City Of Oxford

CITY OF OXFORD, COUNTY OF LAFAYETTE, STATE OF MISSISSIPPI

Approved And Recommended For Acceptance By The City Of Oxford Planning Commission, This

The _____ Day Of _____, 2025.

Chairman,
City Of Oxford Planning Commission

CITY OF OXFORD, COUNTY OF LAFAYETTE, STATE OF MISSISSIPPI

Approved And Accepted By The City Of Oxford Board Of Aldermen,

This The _____ Day Of _____, 2025.

Robyn Tannehill
Mayor, City Of Oxford

COUNTY OF LAFAYETTE, STATE OF MISSISSIPPI

Personally Appeared Before Me, Mike Roberts, Chancery Clerk, In And For Lafayette County, Mississippi, Larry McAlexander, Owner of Evergreens Subdivision, Phase IV, Who Executed The Herein Owner's Certificate That Was Signed And Delivered Of His Own Free Act And Deed. And Also Appeared Larry Britt, Professional Surveyor, Who Executed The Attached Surveyor's Certificate And Acknowledged That It Was Signed And Delivered As His Free Act And Deed.

Witness My Hand And Signature This The _____ Day Of _____, 2025

Mike Roberts
Chancery Clerk

COUNTY OF LAFAYETTE, STATE OF MISSISSIPPI

I, Mike Roberts, Chancery Clerk, In And For Lafayette County, Mississippi, Hereby Certify That This Instrument Was Filed For Record In My Office At _____ O'clock On The _____ Day Of _____, 2025, And Was Duly Recorded In Plat Cabinet _____, Slide _____.

Witness My Hand And Signature This The _____ Day Of _____, 2025

Mike Roberts
Chancery Clerk



ELLIOTT & BRITT

ENGINEERING,P.A.

OXFORD • BATESVILLE • NEW ALBANY • HOLLY SPRINGS

(662) 234-1763

WWW.ELLIOTTBRITT.COM

Preliminary Plat of Subdivision:

Evergreens Subdivision - Phase IV

City of Oxford, Lafayette County, Mississippi

DRAWN
JDY
CHECKED
KWM
ENGINEER
KWM
DATE
5.21.25

1 of 2

Description: A ± 7.02 acre tract of land located in the Northwest Quarter (NW ¼) of section 12, Township 8 South, Range 4 West in Lafayette County, Mississippi and being more particularly as described below:

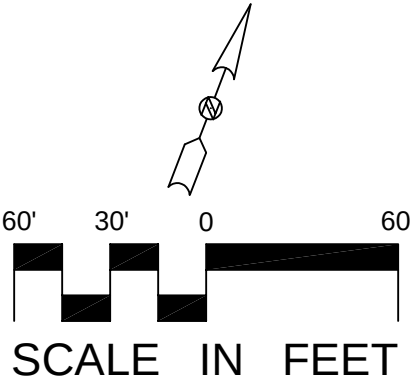
Begin at a concrete right-of-way marker set (N = 1784024.07, E = 760076.03) marking the proposed Southwest corner of the property and located 2,916.08 feet North of and 1,227.25 feet East of an oval metal pipe (N = 1781107.99, E = 758848.78) marking the Southwest corner of Section 12, Town ship 8 South, Range 4 West, City of Oxford, Lafayette County, Mississippi. run thence N 36°19'21" E for a distance of 1,011.59 feet to a concrete right-of-way marker found, run thence S 54°06'18" E for a distance of 260.50 feet to a concrete right-of-way marker found, run thence S 08°55'03" E for a distance of 57.05' to a concrete right-of-way marker found also on the west right-of-way line of West Oxford Loop, run thence S 36°04'57" W along the West right-of-way line for a distance of 970.78 feet to a concrete right-of-way marker found also on the west right-of-way line of West Oxford Loop, run thence N 54°06'18" W away from the west right-of-way line of West Oxford Loop for a distance of 305.40 feet to the point of beginning containing, 7.02 acres more or less.

STATE PLANE COORDINATE SYSTEM:

BEARINGS: GRID
ZONE: MS EAST
DATUM: NAD 83 (2011)
DERIVED FROM: GPS REFERENCE NETWORK SYSTEM

COORDINATES ESTABLISHED FROM
CORS STATION MSOX, OXFORD, MS

N=1770206.1080
E=773290.9550
EL=557.180



SCALE IN FEET

CITY OF OXFORD
INSTRUMENT 2010-09836
ZONING: INST-G

FLOODPLAIN

POINT OF BEGINNING
A CONCRETE R-O-W MARKER FOUND
EAST 1,227.25 FT AND NORTH 2,916.08
FT FROM THE SE CORNER OF SECTION
12, T-8-S, R-4-W, CITY OF OXFORD,
LAFAYETTE COUNTY, MISSISSIPPI
N = 1784029.07
E = 760076.03
SF = 1.00000753
CONVER = -0° 25' 11.62"

EAST
1,227.25'

NORTH
2,916.08'

Point of Commencement
A 1/2" OVAL METAL PIPE MARKING THE
SW Crn of Sec. 12, T-8-S, R-4-W
City of Oxford, Lafayette County,
Mississippi
N = 1781107.99
E = 758848.78
SF = 1.00000815
CONVER = -0° 25' 19.44"

B ELLIOTT & BRITT
E NGINEERING, P.A.
OXFORD - BATESVILLE - NEW ALBANY - HOLLY SPRINGS
(662) 234-1763
WWW.ELLIOTTBRITT.COM

Preliminary Plat of Subdivision:
Evergreens Subdivision - Phase IV
City of Oxford, Lafayette County, Mississippi

DRAWN
JDY
CHECKED
KWM
ENGINEER
KWM
DATE
5.21.25

2 of 2

NOTES:

1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH AND BASED ON LIMITED RESEARCH BY THE SURVEYOR OR DOCUMENTS FURNISHED BY THE CLIENT OR OWNER.
2. THIS PROPERTY IS SUBJECT TO ALL CITY OF OXFORD RULES AND REGULATIONS. ZONING OF PARCEL TO BE DETERMINED BY THE CITY OF OXFORD
3. THIS PROPERTY IS SUBJECT TO ALL ROAD AND UTILITY EASEMENTS AND RIGHT-OF-WAY OF RECORD. RECORDED OR UNRECORDED
4. THIS PROPERTY IS A CLASS "B" SURVEY AS SET FORTH IN APPENDIX "A" OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF MISSISSIPPI
5. THIS SURVEY MEETS THE CONDITIONS OF CLOSURE AND ACCURACY FOR CONDITION "A" AS SET FORTH IN APPENDIX "B" OF THE STANDARDS OF PRACTICE OF SURVEYING IN THE STATE OF MISSISSIPPI.
6. BEARINGS ESTABLISHED: GPS OBSERVATION (GRID).
7. ALL OF THE SURVEY CALLS ARE EITHER DEED CALLS, PLAT CALLS OR MEASURED CALLS ESTABLISHED BY THIS SURVEY.
8. R-O-W MARKER, AS DESCRIBED, IS A CONCRETE RIGHT OF WAY MARKER.
9. THIS PROPERTY DOES LIE IN A FLOODPLAIN ACCORDING TO INSURANCE RATE MAP 28071C0139C, PANEL# 139C, EFFECTIVE DATE 11/26/2010. ALL SITE DEVELOPMENT SHALL MEET CHAPTER 42, OF THE CITY OF OXFORD'S CODE OF ORDINANCES, FLOOD DAMAGE PREVENTION.
10. DATE OF SURVEY: 8-12-21
11. SIDEWALKS WILL BE REQUIRED ALONG ROADWAY FRONTAGES AND WILL BE SHOWN ON INDIVIDUAL LOT DEVELOPMENT SITE PLANS

LINE TABLE		
	LENGTH	BRG
L1	57.05'	S 08°55'03" E



THE CITY OF
OXFORD

MEMORANDUM

To: Board of Aldermen
From: Mark Levy
CC: Hollis Green, Clay Brownlee, Kinney Ferris
Date: August 5, 2025
Re: Request Permission to Authorize Contract Documents with Jubilee Décor, LLC for commercial Christmas Decorations.

Earlier this year, the Board granted a Request-for-Qualification (hereafter, RFP) for a lighting expansion to the Holly Jolly Holiday Walk of Lights at mTrade Park. On July 15th, the Board awarded the project to Jubilee Décor, and authorized staff to prepare contract documents.

Enclosed are the Contract Documents from Jubilee Décor, LLC. The contract includes new lights as well as installation of new and existing lighting elements. The total cost for the project is \$388,760.00 spanning FY 25 and FY 26 per Holly Jolly Holiday budgets.

Staff is seeking permission to authorize the Mayor to enter the contract with Jubilee Décor, LLC.

Enclosures (1)

Agreement between Jubilee Décor, LLC (dated August 5th, 2025)

AGREEMENT

This Agreement ("Agreement") made effective as of this the 5th day of August, 2025, by and between Jubilee Décor LLC, an Alabama Limited Liability Company (the "Seller"), and the City of Oxford, Lafayette County, Mississippi (the "Buyer").

1. Term: This Agreement shall expire on February 1, 2026.
2. Buyer hereby agrees to purchase the following commercial Christmas decorations from Seller: Attached here to as Exhibit A
3. The products listed in Exhibit A are subject to change if, for unforeseen reasons, a particular product type becomes available, or if Buyer communicates a desire for a change prior to the commencement of product manufacturing. Any changes to the products will be mutually agreed upon in writing. Any replacement products pursuant to this section of the Agreement shall be of equal value to the products that are being replaced.
4. Buyer hereby agrees to pay Seller an initial sum of \$116,601 upon the execution of this Agreement.
5. Buyer further agrees to pay Seller an amount of \$116,601 on October 10, 2025, completion of initial installation.
6. Buyer hereby agrees to pay Seller an amount of \$116,601 upon the completion of installation of experience.
7. Buyer agrees to pay remaining balance, \$38,867 upon completion of experience take down.
8. Seller hereby agrees to have installation completed by November 21, 2025. Seller acknowledges that time is of the essence for the completion of installation.
9. The parties hereby agree Seller is responsible for Experience take down.
10. Seller hereby agrees to have the products taken down by the January 23, 2026.

11. The parties further agree the Buyer shall be responsible for storing products while not in use.

12. Seller guarantees that all metal framework of the above-referenced products is free of material defects and/or workmanship for a period of four (4) years from the date of installation. If metal framework is damaged beyond use within four years of the installation, Seller hereby agrees to promptly repair or replace such metal framework. The parties hereby agree that Seller shall not be responsible for repairing or replacing such metal framework if the metal framework is damaged through a use other than the products intended use, negligence of the Buyer, extreme weather, or an Act of God.

13. Seller makes no warranties, express or implied, regarding the lights used in the above-referenced products. The lighting manufacturer provides a two (2) year warranty for the lights. Any defects within the manufacturers two year period shall be addressed directly with the lighting manufacturer.

14. Seller maintains a general liability insurance policy that covers potential damages that could arise as a result of Seller's obligations under this Agreement. If requested by Buyer, Seller will provide Buyer with a Certificate of Insurance as proof of adequate coverage for the duration of this Agreement.

15. Neither party shall be liable to each other, or be permitted to terminate this Agreement, for failure to perform an obligation under this Agreement to the extent that Seller's performance is prevented by Force Majeure, which shall mean an event beyond the control of the Seller, which by exercise of due diligence and foresight, could not reasonably have been avoided; provided that such party has promptly notified the other party of such event, and uses commercially reasonable efforts to remedy such event.

16. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations, or statements, and that no understandings, representatives, or statements, verbal or written, have been made which modify, amend,

qualify, or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both Parties.

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

18. This Agreement may be executed in two or more counterparts and by different Parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

19. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid, binding, and enforceable under applicable law. If any provision of this Agreement is held to be invalid, void (or voidable), or unenforceable under applicable law, such provision shall be ineffective only to the extent held to be invalid, void (or voidable), or unenforceable, and the remainder of such provision or the remaining provisions of this Agreement shall remain in effect.

20. In the event that Buyer materially breaches or terminates this Agreement prior to the expiration of the term, Buyer shall be liable to Seller for all costs and expenses incurred by Seller due to Seller's reliance on this Agreement.

SELLER _____ DATE _____

Printed Name:_____

Title: _____

BUYER _____ DATE _____

Printed Name:_____

Title: _____

Exhibit A

Products purchased by the City of Oxford pursuant to Agreement dated August 5, 2025

NEW PRODUCTS	QUANTITY
12' Kids Sledding Silhouette	1
Tree of Lights	3
8'x20' Snowmen Playing Hockey	2
Snowmen Magnet Buddies	5
10' Walk-through Stars	3
Watertower Update	1
15' Walk-through Snowflake	1
10' Gingerbread House	1
Gingerbread Phone Booth	1
RGB Stepping Stones	10+
Gingerbread Play Area	1
12' North Pole Magnifying Glass	1
Christmas 3D T-Rex	1
Princess Castle	1
Oversized Lite-Brite	1
Elf Silhouettes	5
Additional 5mm Lights	50,000

Installation of all new and existing product. Includes travel, freight, housing, and take down.



THE CITY OF
OXFORD

MEMORANDUM

To: Board of Aldermen
From: Mark Levy
CC: Hollis Green
Date: August 5, 2025
Re: Consider Change Order No. 1 from TM Productions, LLC for Woodlawn Davis Park Trail Extension

Staff is requesting permission to accept Change Order No. 1 for additional asphalt and fill material at the Woodlawn Davis Park Trail Extension.

According to the architect-of-record, Andy Reynolds, the plan quantities for surface mix asphalt (12 mm) were determined using the MDOT calculation method and totaled 170 tons. However, actual on-site delivery and installation, confirmed through truck tickets from the asphalt supplier, amounted to 219 tons—an excess of 49 tons. This discrepancy is likely due to the asphalt being applied at a thickness greater than the specified 2 inches. The contractor's pay application lists asphalt at \$300 per ton, which results in an additional cost of \$14,700.

Additionally, portions of the trail embankments have been constructed with slopes steeper than the intended 3:1 ratio, which could lead to future erosion and maintenance concerns. To address this, 45 cubic yards of extra fill material are proposed to reduce the slope angles. According to the contractor's pay schedule, the cost for unclassified fill is \$25 per cubic yard, leading to an added expense of \$1,125.

The Changer Order increases the total contract sum \$15,825.00 from \$165,985.00 to \$181,810.00. The project is still under the budgeted amount of \$200,000.00.

Enclosure (1)

Change Order No. 1 TM Productions, LLC

PROJECT

Name: Woodlawn Davis Park Trail
Extension
Address: West Oxford Loop

OWNER

Name: City of Oxford, MS
Address: 107 Courthouse Square
Oxford, MS 38655

TO CONTRACTOR

Name: TM Productions, LLC
Address: 423 Blair Road
Starkville, MS 39759

DETAILS

Change Order #: 1
Date of Issuance: 8/5/2025
Contract Date: 3/13/2025
A2H #: 24319

COPIES TO

Owner: ☒
Consultant: ☐
Field: ☐
Other ():: ☐

THE CONTRACT IS CHANGED AS FOLLOWS

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was	\$	165,985.00
The net change by previously authorized Change Orders	\$	0
The Contract Sum prior to this Change Order was	\$	165,985.00
The Contract Sum will be increased by this Change Order in the amount of	\$	15,825.00
The new Contract Sum including this Change Order will be	\$	181,810.00

The Contract Time will be increased by 37 days

The date of Substantial Completion as of the date of this Change Order therefor is August 20, 2025

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

NOT VALID UNTIL SIGNED BY THE DESIGNER, CONTRACTOR AND OWNER**A2H, PLLC**

Designer (Firm Name)

1308 N Lamar Blvd

Address



By (Signature)

Andy Reynolds

Typed Name

7/30/25

Date

Contractor (Firm Name)

Address

By (Signature)

Typed Name

Date

Owner (Firm Name)

Address

By (Signature)

Typed Name

Date

Explanation of change in Contract Price:

Asphalt – quantities shown on the plan are calculated using an MDOT formula for surface mix asphalt (12 mm) and are 170 tons. The quantity of asphalt delivered and laid at the site as verified by truck tickets produced by the asphalt plant are 219 tons, a difference of 49 tons. The quantity difference may be attributed to the asphalt being laid at an amount thicker than the designed 2" thick. The Contractor's schedule of values on his pay requests shows the asphalt price as being \$300.00 per ton. The resulting increase is \$14,700.00.

Fill - some of the slopes built along the trail are steeper than 3:1. This will probably result in erosion and maintenance problems in the future. To remedy, 45 cubic yards of additional fill is proposed to lessen the steepness of these slopes. The Contractor's schedule of values on his pay requests shows the unclassified fill as being \$25 per cubic yard. The resulting increase is \$1,125.00.

Explanation of change in Contract Time:

The original substantial completion date per the contract was June 20, 2025.

As of May 19, 2025, the date for substantial completion was eligible for extension due to rain delays to July 5, 2025, per the specifications of the contract.

It was determined in an on-site meeting on July 2, 2025, that if there were two weeks of dry weather, the contractor would be able to complete the project in 7 weeks (including the two dry-out weeks). Any weather delays during this seven-week period will result in a longer completion time than seven weeks.

Substantial completion would therefore be August 20, 2025.

Also, according to the specifications of the contract, there were 22 eligible weather delay days between May 19 and July 1. This would put substantial completion on August 24, 2025.



THE CITY OF
OXFORD

MEMORANDUM

To: Board of Aldermen
From: Mark Levy
CC: Hollis Green
Date: August 5, 2025
Re: Request permission to authorize professional services contract with Precision Engineering, Inc for the City of Oxford Pickle Ball project.

Staff is requesting permission to accept a professional services agreement with Precision Engineering for soil analysis and borings at Stone Center Park. The proposals includes seven borings at depths 10' to 15' feet to determine suitable soil and bearing capacity for the proposed pickle ball courts.

The lump sum price for the geotechnical analysis is \$5,950.00.

Enclosure (1)

Proposal for Geotechnical Services.

Geotechnical Engineering
Hydraulic Engineering
Civil Engineering
Surveying

1776 North Lamar Boulevard
Oxford, MS 38655
oxford@pec-ms.net



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

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

July 22, 2025

City of Oxford
Attn: Mark Levy
107 Courthouse Square
Oxford, Mississippi 386554

Re: Proposal for Geotechnical Services (Exhibit 1)
Stone Center Park
Pickleball Courts
Oxford, Mississippi

Dear Mr. Levy,

We are pleased to provide a proposal for geotechnical engineering services for the referenced project. We have developed the scope of services based on preliminary information provided. Our proposed investigation includes the following:

1. Site Reconnaissance – Review of available data such as soil survey maps, aerial photographs, and topographic maps.
2. Seven soil borings within the proposed structure to terminal depths ranging from 10 to 15 feet or auger refusal.
3. Laboratory work required to determine engineering properties and other parameters of the foundation soils.
4. Engineering analyses and evaluation summarized in report form will generally include but is not limited to:
 - a. in-situ soils classification and soil profile
 - b. site work and excavation considerations and recommendations
 - c. recommendations for foundations using client-provided structure loads
 - d. recommendations for management of groundwater and drainage during construction

We will perform these services for a lump sum of **\$5,950.00**.

We are prepared to initiate the field investigation phase within two weeks of notice to proceed. We estimate the field investigation phase of this project will take approximately one day to complete and a final report can be issued within three weeks of completion of the field investigation. We can provide preliminary load capacity information such as bearing capacities upon completion of the laboratory analysis.

Work following the issuance of the formal report such as review of foundation plans, additional drillings or construction phase services would be considered additional work and would be billed at our standard hourly rates. In addition, this proposal does not account for contingencies such as unforeseen subsurface conditions or the need to perform deeper or additional borings. Should such contingencies arise, we will notify you prior to proceeding.

We would be pleased to respond to any inquiry you may have. Thank you for the opportunity to present this proposal and for your consideration.

Sincerely,
Precision Engineering Corporation

A handwritten signature in blue ink, appearing to read 'B-P Byars', is written over the printed name.

Brian P. Byars, P.E., P.S.
President

THIS AGREEMENT made as of _____, by City of Oxford (“CLIENT”) and PRECISION Engineering Corporation (“PRECISION”) for the engineering services for

Stone Center Park – Pickleball Courts (the “Project”). The CLIENT and PRECISION, for the consideration set forth below, agree as follows:

1. PRECISION agrees to furnish the engineering services identified in Exhibit 1, which is attached to this Agreement.
2. PRECISION’s services will be performed in a manner and within the time consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the locality of the Project.
3. CLIENT recognizes subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services and that the data, interpretations, and recommendations of PRECISION are based solely on information available to PRECISION. CLIENT understands PRECISION’s layout of boring and test locations is approximate and that PRECISION may deviate a reasonable distance from those locations.
4. PRECISION will take reasonable precautions to minimize damage to Project site, but it is understood that incidental damage may occur in the normal course of work and that repair of such damage is the responsibility of CLIENT, not PRECISION.
5. CLIENT warrants that all information provided by CLIENT to PRECISION, including, but not limited to, plans and specifications, soils information, surveys, and legal description are free from defects and sufficient to produce the results desired by the CLIENT.
6. CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. PRECISION will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive, and are conducted to reduce not eliminate project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if delegated to contractor) for requesting services and scheduling PRECISION for these Services. PRECISION is not responsible for damages caused by services not performed, due to a failure to request or schedule PRECISION’s services. PRECISION shall not be responsible for the quality and completeness of CLIENT’s contractor’s work or CLIENT’s contractor’s adherence to the project documents, and PRECISION’s performance of testing and observation services shall not relieve CLIENT’s contractor in any way from CLIENT’s contractor’s responsibility for defects discovered in CLIENT’s contractor’s work, or create a warranty or guarantee from PRECISION of any nature. PRECISION will not supervise or direct the work performed by CLIENT’s contractor or CLIENT’s contractor’s subcontractors at any tier and is not responsible for their means and methods.
7. CLIENT understands that documents, reports, tests, information and communications from PRECISION to CLIENT or CLIENT’s designees are to be used only relating to the specific project/site to which they relate and may not be re-used for other projects or sites without express written consent from PRECISION; any unauthorized reuse is at CLIENT’s or the recipient’s sole and exclusive risk and is without liability as to PRECISION. PRECISION may rely upon information provided to PRECISION by or on behalf of CLIENT or third parties without any duty to independently verify the accuracy or completeness or currency of same, and PRECISION shall have no liability to CLIENT arising from any deficiency of such information.
8. CLIENT shall provide the location and/or arrange for the marking of private utilities and subterranean structures. PRECISION shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. PRECISION shall not be responsible for damage to (or claims arising out of damage to) subterranean structures or utilities that are not called to PRECISION’s attention or are not correctly marked, including being marked by a utility location service, or are incorrectly shown on the plans furnished to PRECISION.
9. CLIENT agrees to provide PRECISION access to the Project site so that PRECISION can fulfill its obligations under this Agreement. CLIENT shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. PRECISION will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including CLIENT, CLIENT’s contractors and subcontractors, or other parties present at the site.
10. CLIENT understands it is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing PRECISION’s services. If this occurs, PRECISION will promptly notify and consult with CLIENT, but will act based on PRECISION’s sole judgment where risk to PRECISION’s personnel, the public or where professional duties to disclose hazards or conditions are involved. Possible actions could include: (1) Complete the original Scope of Services in accordance with the procedures originally intended in PRECISION’s Proposal, if practicable in PRECISION’s judgment; (2) Agree with CLIENT to modify the Scope of Services and the estimate of charges to include assessment of the unforeseen conditions or occurrences, with such revision agreed to in writing; (3) Terminate the services effective on the date specified by PRECISION in writing; (4) Disclose information to regulators or government authorities when required by statute or professional canons of ethics.
11. CLIENT agrees to pay PRECISION the amount set forth in Exhibit 1. Each month, PRECISION will submit an invoice to CLIENT by the 25th of the month for costs incurred to that point or at project completion. CLIENT agrees to pay PRECISION’s invoice by the 1st of the following month. Any payment that is over 7 days late bears interest at an annual rate of 8% until paid. CLIENT is solely and ultimately responsible for the payment to PRECISION for all work performed and materials purchased for the Project by PRECISION.
12. CLIENT shall promptly report to PRECISION any defects or suspected defects in PRECISION’s services. CLIENT shall impose a similar

notification requirement on all contractors who work on the Project. Failure of CLIENT and/or contractors to notify PRECISION of defects or suspected defects shall relieve PRECISION of any liability for costs of remedying the defect above the sum such remedy would have cost had prompt notification been given.

13. If PRECISION is retained to provide on-site services during construction, PRECISION will visit the site at intervals appropriate to the stage of construction and report observations and professional opinions to CLIENT. PRECISION has no right to stop or reject work, does not guarantee the completion or quality of the construction, and will have no control or charge of contractor's means and methods of construction.

14. All documents prepared by PRECISION for the Project are instruments of service and shall remain the property of PRECISION.

15. PRECISION shall comply with the CLIENT's directive to change, modify, add, or delete work from the Agreement only after the parties' execute a written change order that must include detail as to scope of work, cost of work, and time to complete.

16. The CLIENT shall have the right to terminate this Agreement only after giving PRECISION 10 days' written notice and only in the event PRECISION: (1) declares bankruptcy, becomes insolvent, or assigns his assets for the benefit of his creditors; (2) repeatedly disregards or violates the provisions of the Agreement and fails to cure same within a reasonable time after written demand to cure; or (3) repeatedly fails to provide sufficient qualified workers or proper materials. If the CLIENT terminates PRECISION for default, PRECISION is entitled to payment for all work performed and materials purchased prior to termination, subject to a deduction for reasonable and necessary costs incurred by the CLIENT in correcting any nonconforming work originally performed by PRECISION.

17. PRECISION may suspend work or terminate this Agreement after giving CLIENT 10 days' written notice in the event: (1) an order of any court or other public authority causes the work to be stopped or suspended for 30 days through no fault of PRECISION; (2) the CLIENT fails to timely pay PRECISION; or (3) the CLIENT fails to satisfy any other obligation in this Agreement. Upon such suspension or termination, PRECISION is entitled to payment for all work performed and materials purchased prior to such suspension or termination and to any lost profit on work that would have been performed but for the suspension or termination, plus all other damages and costs occasioned by such suspension or termination, including reasonable attorneys' fees and expenses.

18. CLIENT agrees to limit PRECISION's liability to CLIENT, and all construction contractors and subcontractors on the project, arising from PRECISION's professional acts or omissions, such that PRECISION's aggregate liability to all those named shall not exceed \$50,000.00 or this Agreement amount.

19. All claims and/or disputes arising out of or related to this Agreement shall be submitted to arbitration according to the American Arbitration Association Construction Industry Arbitration Rules.

20. The prevailing party in any dispute arising out of this Agreement shall be entitled to recover its reasonable attorneys' fees and expenses incurred in pursuing or defending its claim.

21. This Agreement is the entire agreement between CLIENT and PRECISION and supersedes all prior communications, understandings, and agreements, whether oral or written.

22. This Agreement shall inure to the benefit of and be binding upon the CLIENT and PRECISION respectively and their partners, successors, assigns, and legal representatives. Neither the CLIENT nor PRECISION shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.

23. All provisions of this Agreement for indemnity or allocation of responsibility or liability between CLIENT and PRECISION shall survive the completion of the services and the termination of this Agreement.

24. In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

25. Mississippi law shall apply to the validity and interpretation of these terms.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the day and year first above written.

CLIENT ADDRESS

NAME (Print)

SIGNATURE



PRECISION ENGINEERING CORPORATION
Brian P. Byars, P.E., P.S.
President



THE CITY OF
OXFORD

MEMORANDUM

To: Board of Aldermen
From: Mark Levy
CC: Hollis Green
Date: August 5, 2025
Re: Request permission to authorize contract with Century Construction for the Renovation to Historic City Hall.

At the last regular Board meeting Century Construction Group, Inc. was awarded the bid for the Renovation to Historic City Hall project with a price of \$1,412,000.00.

Attached is the standard AIA A101 construction agreement between the City of Oxford and Century Construction.

The project will start August 6th and be completed by January 20, 2025.

Enclosure (1)

AIA Document A101-2017 Standard Form of Agreement Between Owner and Contractor

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 17 day of July in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Oxford
107 Courthouse Square
Oxford, MS 38655
662-236-1310

and the Contractor:
(Name, legal status, address and other information)

Century Construction Group, Inc.
705 Robert E. Lee Drive
Tupelo, MS 38801
662-844-3331

for the following Project:
(Name, location and detailed description)

Renovations to Historic City Hall
107 Courthouse Square
Oxford, MS 38655

The Architect:
(Name, legal status, address and other information)

Howorth Architects, P.A.
d/b/a Howorth & Associates Architects
800 North Lamar Boulevard, Suite 4
Oxford, MS 38655

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- ☐ Not later than () calendar days from the date of commencement of the Work.

[X] By the following date, January 20, 2026.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	N/A

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Four Hundred Twelve Thousand and Zero Cents (\$1,412,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	N/A

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
N/A	N/A	N/A

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
A. Section 06 41 00- Architectural Wood Casework: purchase and delivery of decorative cabinet hardware.	\$1,100.00
B. Section 09 30 00-Tiling	
C. Section 09 63 13-Tile Carpeting.	\$9,000.00
D. Section 11 30 13- Residential Appliances: purchase and delivery of residential appliances for the breakroom.	
E. Section 12 36 00- Countertops.	\$8,000.00
F. Decorative Lighting Fixtures: Architect-	

selected decorative lighting fixtures. Includes all fixture material costs. Contractor shall coordinate purchase and delivery with Electrical Subcontractor. \$36,000.00
Installation shall be by Electrical Subcontractor under base bid scope.

G. Section 08 71 00-Door Hardware: purchase and delivery of door locksets, including cylinders, cores, and interior trim, as selected by the Owner. Hinges, stops, and other door hardware components—such as keypads, intercoms, or readers—are specified elsewhere and are not included in this allowance. Final selection and detailing of locksets will be coordinated during the submittal phase.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

\$500.00 per calendar day.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month or next business day if the 5th falls on Saturday or Sunday, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the month or next business day if the 15th falls on Saturday or Sunday. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N.A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

1. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017 and to satisfy other requirements, if any, which extend beyond final payment; and
2. a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

~~1.5 % per month~~

Per Mississippi State Statute

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2017

☒ Litigation in a court of competent jurisdiction *in Lafayette County, MS*

[] Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

N A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

~~Mark Levy~~ → Mayor Robyn Tammelli
107 Courthouse Square
Oxford, MS 38655
662-236-1206
mlevy@oxfordms.net

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Josh Purdon
711 Robert E. Lee Drive
Tupelo, MS 38801
662-231-6738
JPurdon@centurycg.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering

notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

- .5 Drawings

Number	Title	Date
See Exhibit B.		

- .6 Specifications

Section	Title	Date	Pages
See Exhibit C.			

- .7 Addenda, if any:

Number	Date	Pages
Addendum No. 1	June 6, 2025	44
Addendum No. 2	June 19, 2025	23

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

- .9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

BY: Robyn Tannehill, Mayor of Oxford

(Printed name and title)

CONTRACTOR (Signature)

BY: Dason Maloney, President of General
Construction

(Printed name and title)



THE CITY OF
OXFORD

MEMORANDUM

To: Board of Aldermen
From: Mark Levy
CC: Hollis Green
Date: August 5, 2025
Re: Request permission to accept bids for the Activity Center Campus Camera System.

On July 15 at 11:00 a.m., City staff received two bids for the Activity Center Campus Camera System project. The scope of work includes the installation of 35 new Verkada cameras and access control systems at both the Ulysses “Coach” Howell Activity Center and the old Activity Center.

Of the two submissions, only one bid—submitted by BCI—is considered responsive. BCI’s bid totals \$100,456.99.

This project is funded in the FY 2025 budget. Staff recommends accepting the bid and awarding the contract to BCI for the supply and installation of the new system.

Enclosure (1)

Certified Bid Tabulation

Bid Tabulation

Activity Center Campus Camera System

7/25/2025

11:00 AM



	Contractor	Certificate of Responsibility	Bid Bond or 5% Certified Check	Acknowledge Addendum	Bid Price
1	BCI	10148-SC	Certified Check	Yes	\$100,456.99
2	Howard Technology Solutions	NA	NA	NA	Non Responsive
3					
4					
5					
6					
7					
8					
9					

I certify that this is a correct tabulation of all bids received for this project on the above date.

Mark Levy

Date

PROPOSAL FORM

To: City of Oxford
107 Courthouse Square
Oxford, Mississippi 38655

Re: Project # 2024-0018
Project Title Activity Center Campus Camera System
Location 396 Price Street, Oxford, MS 38655

I propose to complete all work in accordance with the Bid Specifications and Drawings within 45 consecutive calendar days for the sum of:

BASE BID: (Write in the amount of the base bid in words and numbers. In case of conflict, the written word governs.)

Words: one hundred thousand four hundred fifty six dollar 99/100 Dollars
Figures: (\$ 100,456.99)

ALTERNATES: (Write in the amount of all of the alternates in words and numbers. In case of conflict, the written word governs.)

Alternate #1 ☐ Adds ☐ Deducts

Words: _____ Dollars

(\$ _____)

Description: _____

Alternate #2 ☐ Adds ☐ Deducts

Words: _____ Dollars

(\$ _____)

Description: _____

Alternate #3 ☐ Adds ☐ Deducts

Words: _____ Dollars

(\$ _____)

Description: _____

Alternate #4 ☐ Adds ☐ Deducts

Words: _____ Dollars

(\$ _____)

Description: _____

Alternate #5 ☐ Adds ☐ Deducts

Words: _____ Dollars

(\$ _____)

Description: _____

ADDENDA ACKNOWLEDGMENT:

No. 1 July 21, 2025 No. _____
No. _____ No. _____ No. _____

June 25, 2025

ACCEPTANCE:

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature Craig Henley Date 7-24-25
Name and Title Craig Henley VP Enterprise Sales
Name of Business Business Communication INC (BCI)
Address 442 Highland Colony Parkway (mailing)
Address 442 Highland Colony Parkway (physical)
City/State/Zip Code Ridgeland MS 39157 County Madison
Phone 601 898-1899 Fax 601 898-1310 Email _____

■ BIDDER'S CERTIFICATE OF RESPONSIBILITY NUMBER: 10148-SC

■ Mechanical / Plumbing / Electrical Contractors:

Regarding said Divisions of the Specifications of the Owner's Standard Form of Agreement Between The Owner and The Contractor:

List any Mechanical/Plumbing and/or Electrical Sub-Contractors that will perform work of this contract, regardless of cost even for under \$50,000.00. COR must be included where sub-contract exceeds \$50,000.00. If no sub-contractor is listed, and such work is within scope of contract and over \$50,000.00, bidder's own COR classification(s) must be sufficient to self-perform any such work. If no sub-contractor is listed, then use of sub-contractor to perform such scope will not be permitted.

Cabling
Mechanical Contractor: JSI
Plumbing Contractor: _____
Electrical Contractor: _____

Certificate of Responsibility No. 07604-SC
Certificate of Responsibility No. _____
Certificate of Responsibility No. _____

PART 5 - BIDDER'S CHECKLIST

The following checklist is for the Bidder's assistance only. It is not inclusive and does not have to be included with the Proposal Form when submitting a bid proposal.

5.01 PROPOSAL FORM: (only one original proposal form to be submitted)

Base Bid

☒ Write in the amount of the base bid in words and numbers. In the case of a conflict, the written word shall govern.

Alternates

☒ Write in each alternates amount in words and numbers. In the case of a conflict, the written word shall govern.

Addenda

☒ Acknowledge the receipt of each addendum by writing in the number of the addendum.

Acceptance

☒ Proposal is signed by authorized person

☒ Name of Business - complete spelling of bidder's name and address - exact as recorded at the Secretary of State

which should be the same as you applied for at the Mississippi State Board of Contractors.

☒ Legal address of the business listed above (at SOS and Contractor's Board)

☒ Correct Certificate of Responsibility Number(s) as it appears in the current MS State Board of Contractors Roster

Certificate of Responsibility Number(s)

☐ Base Bid is under \$50,000 and no number is required AND the statement "bid does not exceed \$50,000" is on the outside of the sealed envelope or statement included with electronic bid

OR ☒ Base Bid is \$50,000 or more and number is required and is on the outside of the sealed envelope or included with electronic bid

☐ Joint Venture and *joint venture* number is required

OR ☐ Joint Venture participants' numbers are required

5.02 BID SECURITY:

☐ Included Bid Bond

OR ☒ Included Certified Check

5.03 POWER OF ATTORNEY: *Chad 2-07*

☐ Included Power of Attorney

5.04 NON-RESIDENT BIDDER:

NA ☐ Attached a Copy of Non-Resident Bidder's Preference Law

OR ☐ Attached a Statement

5.05 SUB-CONTRACTORS NAME: *JSI*

☒ List any Mechanical, Plumbing, and/or Electrical Sub-Contractors regardless of cost.

* List name even for under \$50,000 (see 5.06 regarding COR)

* Fire Protection Sprinkler Contractors do not have to be listed

* If there is a separate HVAC/Plumbing Sub-Contractor, so notate as mentioned herein

* If Mechanical, Plumbing, and/or Electrical Sub-Contractor is performed by the General, be sure the General has a COR for said discipline

* If there is no Mechanical, Plumbing, and/or Electrical Sub-Contractor listed, then use of Sub-Contractor to perform such scope will not be permitted.

5.06 SUB-CONTRACTORS' COR NUMBER

☒ * List Certificate of Responsibility Number for any listed Sub-Contractor over \$50,000.00

June 25, 2025

*** END OF SECTION ***

June 25, 2025



CENTURY
construction

To whom it may concern,

We at Century Construction are pleased to be the contractor that you have entrusted to renovate and update the Oxford City Hall. Due to a tight schedule and the extensive amount of work that we will be undertaking we are requesting blanket approval for extra working hours over the normal 6:30am-7:00 pm that is permitted Monday through Saturday. In our request, we ask for approval to work on game day Saturdays, Sundays, and overnight as needed. If approved, we will notify city officials ahead of time and schedule with them accordingly.

Thank you,
Josh Purdon
Project Manager
Century Construction Group
662-231-6738

Tupelo
205 East Troy Street
Suite 301
Tupelo, MS 38802

Ridgeland
400 West Parkway Place
Suite 200
Ridgeland, MS 39157

Austin
1617 West Sixth Street
Suite A
Austin, TX 78703

Nashville
1720 West End Ave
Suite 500
Nashville, TN 37203



MEMORANDUM

To: Mayor and Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO

Date: August 5, 2025

Re: Request Permission to Advertise for 2025-2026 Material Bids

Engineering requests permission to advertise for the 2025-2026 material supplier bids for the Street Department, Water/Sewer Departments, and other City Departments. The bids should be accepted in September and presented to the Board of Aldermen prior to the beginning of the new fiscal year on October 1st, 2025.



MEMORANDUM

To: Mayor and Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO

Date: August 5, 2025

Re: Request Permission to Advertise for Drainage Improvements
Along South 11th Street, Fillmore Avenue, and Lincoln Avenue

Engineering requests permission to advertise for bids for the above-captioned project. The project aims to replace and improve existing drainage infrastructure in the area and is estimated to cost approximately **\$250,000.00**.



MEMORANDUM

To: Mayor and Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO

Date: August 5, 2025

Re: Request Release of Subdivision Bond & Acceptance of
Warranty Bond, The Heights, Phase 5, in Oxford Commons

Engineering request permission to release the **Subdivision Bond 1001085318** in the amount of **\$37,516.00** held in place for the above-captioned development. All work has been completed and inspected. A warranty bond, in the amount of **\$22,578.89**, has been provided in its stead from Oxford Commons III, LLC to secure the required one-year warranty.

WARRANTY BOND

Bond No. 10012231983

KNOW ALL MEN BY THESE PRESENTS, That we, Oxford Commons III, LLC, as Principal) and U. S. Specialty Insurance Company, a corporation organized under the laws of the State of Texas, and authorized to do surety business in the State of Mississippi, as Surety, are held and firmly bound unto City of Oxford, MS, as Obligee, in the sum of Twenty Two Thousand Five Hundred Seventy Eight Dollars 89/100s (\$22,578.89), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, on the 23 day of July, 2025 the Principal entered into a contract with the Obligee for the **Oxford Commons III, LLC**.

WHEREAS, under the terms of the specifications for said work, the Principal is required to give a bond for Twenty Two Thousand Five Hundred Seventy Eight Dollars and Eighty Nine cents (\$22,578.89), to protect the Obligee against the result of faulty materials or workmanship, general wear and tear excepted, for a period of One Year after the date of completion and acceptance of said contract.

NOW, THEREFORE, if the Principal shall for a period of One Year from July 23, 2025 the date of completion and acceptance of the work performed under the contract, replace any and all defects arising in said work whether resulting from defective materials or defective workmanship, general wear and tear excepted, then the above obligation to be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 23 day of July, 2025

Oxford Commons III, LLC

By: [Signature]

U.S. Specialty Insurance Company

By: [Signature]

Angela Bullie Attorney-in-Fact





**TOKIOMARINE
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, Braxton Davis Brumfield, Jerry Eugene Homer, Jr., Jerry Gold Veazey, Jr., Peggy L. Jackson, Stephen Wesley Price Jr. or Trina Cobb

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 2028. 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 1st day of February 2024.



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

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.

State of California
County of Los Angeles

On this 1st day of February 2024, 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.

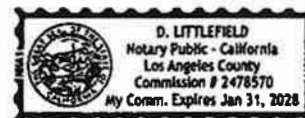
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

D. Littlefield

(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 23 day of July, 2025.

Bond No. _____

Agency No. 14710 - PDF POA



Kio Lo, Assistant Secretary

visit tmhcc.com/surety for more information



MEMORANDUM

To: Mayor and Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO

Date: August 5, 2025

Re: Request Permission for Execution of Contract Documents, North Lamar / Molly Barr Roundabout Project

Engineering requests permission for the mayor to execute the contract documents related to the above-captioned project. The low bid of **Phillips Contracting, Inc** was accepted by the Board of Aldermen at the regular meeting on June 17th in the amount of **\$2,578,699.50**.



MEMORANDUM

To: Mayor and Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO

Date: August 5, 2025

Re: Request Permission for Execution of Contract Documents,
2025 Micro-Surfacing Project

Engineering requests permission for the mayor to execute the contract documents related to the above-captioned project. The low bid of **Vance Brothers, Inc** was accepted by the Board of Aldermen at the regular meeting on July 15th in the amount of **\$399,678.96**.

The City of Oxford

CONTRACT AGREEMENT (TO BE EXECUTED IN TRIPLICATE)

This Agreement, made this the _____ day of _____, 2025, by and between

Vance Brothers, LLC, hereinafter called the Contractor, and

THE CITY OF OXFORD, MISSISSIPPI, hereinafter called the Owner.

WITNESSETH:

That the Contractor and Owner for the consideration hereinafter named agree as follows:

The Contractor shall furnish all labor and materials for the construction of **CITY OF OXFORD MICRO-SURFACING 2025** for the Owner, all in the manner provided for in the Contract Documents and construction drawings and specifications.

The Owner shall pay the Contractor for the complete performance of this contract a total amount of Three hundred ninety-nine thousand six hundred seventy-eight dollars and ninety-six cents Dollars (\$ 399,678.96) being the amount of the accepted proposal for **CITY OF OXFORD MICRO-SURFACING 2025**, subject to proper additions and/or deductions at the lump sum and/or unit price as stated in the proposal or otherwise provided for by modification, the corrected amount referred to being full compensation for furnishing, installing and connecting all of the items of materials, labor and equipment necessary for the work and the completion of the project in full accordance with the construction drawings and specifications.

Payment therefore to be made, provided: That the City Engineer certifies to the Owner that all of the work has been completed and that payment is due therefore and provided further that the Contractor has submitted evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness with the work have been paid.

The Contractor shall commence work on or prior to a time stated in the Notice to Proceed issued by the Owner and shall complete the work within 45 consecutive calendar days from and including the starting date stated in said notice. Extensions may be granted due to modifications by the Owner, delays beyond the control of the Contractor and/or extensions to the Contract.

It is mutually agreed between the parties hereto that the Owner may retain the sum of \$100.00 per consecutive calendar day beyond the established contract time that the work remains uncompleted, which sum shall represent the actual damages, which the Owner will have sustained per day by failure of the Contractor to complete the work within the time, stipulated.

It is further mutually agreed that the Contractor shall indemnify and hold harmless the Owner and their agents and employees from and against any and all liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of the work or such other liability resulting from negligence or otherwise on the part of the Contractor, including but not limited to injury to persons and damage to properties, and the structures and improvements thereon, adjacent to the project, and shall indemnify and hold harmless the Owner from all costs and damages, including attorney's fees, which may be suffered by reason of the failure to fully and completely perform the work under this Agreement. The Contractor shall fully reimburse the Owner for all expenditures of every

The City of Oxford

kind, character and description, including attorney's fees, which may be incurred by the Owner in making good any and every default which may exist on the part of the Contractor in connection with its performance under this Agreement.

The Contractor has read, understands and accepts the conditions specified in this document and as set forth in the construction drawings and specifications.

In witness whereof, the parties hereto execute this Agreement on the day, month and year noted herein in **three (3)** counterparts, each of which will be deemed an original contract:

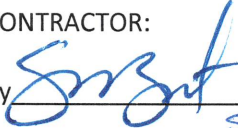
OWNER: **CITY OF OXFORD, MISSISSIPPI**

By _____

Title Mayor Robyn Tannehill

CONTRACTOR:

By


_____ Shawn Brost

Title

Vice President

ATTEST: _____

Title _____

VANCE BROTHERS, LLC
CORPORATE SEAL
MISSOURI

CONTRACT AGREEMENT (TO BE EXECUTED IN TRIPLICATE)

This Agreement, made this the _____ day of _____, 2025, by and between

Vance Brothers, LLC, hereinafter called the Contractor, and

THE CITY OF OXFORD, MISSISSIPPI, hereinafter called the Owner.

WITNESSETH:

That the Contractor and Owner for the consideration hereinafter named agree as follows:

The Contractor shall furnish all labor and materials for the construction of **CITY OF OXFORD MICRO-SURFACING 2025** for the Owner, all in the manner provided for in the Contract Documents and construction drawings and specifications.

The Owner shall pay the Contractor for the complete performance of this contract a total amount of Three hundred ninety-nine thousand six hundred seventy-eight dollars and ninety-six cents (\$ 399,678.96) being the amount of the accepted proposal for **CITY OF OXFORD MICRO-SURFACING 2025**, subject to proper additions and/or deductions at the lump sum and/or unit price as stated in the proposal or otherwise provided for by modification, the corrected amount referred to being full compensation for furnishing, installing and connecting all of the items of materials, labor and equipment necessary for the work and the completion of the project in full accordance with the construction drawings and specifications.

Payment therefore to be made, provided: That the City Engineer certifies to the Owner that all of the work has been completed and that payment is due therefore and provided further that the Contractor has submitted evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness with the work have been paid.

The Contractor shall commence work on or prior to a time stated in the Notice to Proceed issued by the Owner and shall complete the work within 45 consecutive calendar days from and including the starting date stated in said notice. Extensions may be granted due to modifications by the Owner, delays beyond the control of the Contractor and/or extensions to the Contract.

It is mutually agreed between the parties hereto that the Owner may retain the sum of \$100.00 per consecutive calendar day beyond the established contract time that the work remains uncompleted, which sum shall represent the actual damages, which the Owner will have sustained per day by failure of the Contractor to complete the work within the time, stipulated.

It is further mutually agreed that the Contractor shall indemnify and hold harmless the Owner and their agents and employees from and against any and all liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of the work or such other liability resulting from negligence or otherwise on the part of the Contractor, including but not limited to injury to persons and damage to properties, and the structures and improvements thereon, adjacent to the project, and shall indemnify and hold harmless the Owner from all costs and damages, including attorney's fees, which may be suffered by reason of the failure to fully and completely perform the work under this Agreement. The Contractor shall fully reimburse the Owner for all expenditures of every

The City of Oxford

kind, character and description, including attorney's fees, which may be incurred by the Owner in making good any and every default which may exist on the part of the Contractor in connection with its performance under this Agreement.

The Contractor has read, understands and accepts the conditions specified in this document and as set forth in the construction drawings and specifications.

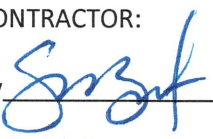
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OWNER: **CITY OF OXFORD, MISSISSIPPI**

By _____

Title Mayor Robyn Tannehill

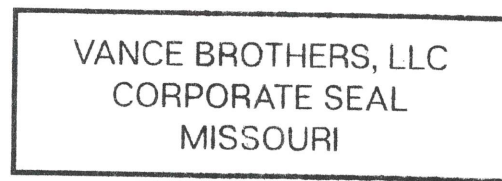
CONTRACTOR:

By  Shawn Brast

Title Vice President

ATTEST: _____

Title _____



CONTRACT AGREEMENT (TO BE EXECUTED IN TRIPLICATE)

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Payment therefore to be made, provided: That the City Engineer certifies to the Owner that all of the work has been completed and that payment is due therefore and provided further that the Contractor has submitted evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness with the work have been paid.

The Contractor shall commence work on or prior to a time stated in the Notice to Proceed issued by the Owner and shall complete the work within **45** consecutive calendar days from and including the starting date stated in said notice. Extensions may be granted due to modifications by the Owner, delays beyond the control of the Contractor and/or extensions to the Contract.

It is mutually agreed between the parties hereto that the Owner may retain the sum of \$100.00 per consecutive calendar day beyond the established contract time that the work remains uncompleted, which sum shall represent the actual damages, which the Owner will have sustained per day by failure of the Contractor to complete the work within the time, stipulated.

It is further mutually agreed that the Contractor shall indemnify and hold harmless the Owner and their agents and employees from and against any and all liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of the work or such other liability resulting from negligence or otherwise on the part of the Contractor, including but not limited to injury to persons and damage to properties, and the structures and improvements thereon, adjacent to the project, and shall indemnify and hold harmless the Owner from all costs and damages, including attorney's fees, which may be suffered by reason of the failure to fully and completely perform the work under this Agreement. The Contractor shall fully reimburse the Owner for all expenditures of every

The City of Oxford

kind, character and description, including attorney's fees, which may be incurred by the Owner in making good any and every default which may exist on the part of the Contractor in connection with its performance under this Agreement.

The Contractor has read, understands and accepts the conditions specified in this document and as set forth in the construction drawings and specifications.

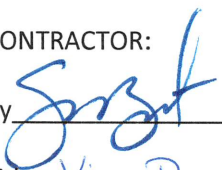
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OWNER: CITY OF OXFORD, MISSISSIPPI

By _____

Title Mayor Robyn Tannehill

CONTRACTOR:

By 
Vice President

Title Vice President

ATTEST: _____

Title _____



Workers comp Carriers

1/1/2025 – 1/1/2026 **MEM Protect Insurance Company** – Policy # MEG 3019980-01
(MO, AR, AI, KS, NE, TN) – NAIC # 17569

1/1/2025 – 1/1/2026 **Argonaut Insurance Company** - Policy No. WC 929188826174
(CO, MS, OK, TX) - NAIC # 19801



CERTIFICATE OF LIABILITY INSURANCE

1/1/2026

DATE (MM/DD/YYYY)

7/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 2100 Ross Ave., Ste. 1400 Dallas TX 75201 (214) 720-5563 TXClientSrvUT@lockton.com	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED 1551752 Vance Brothers, LLC 5201 Brighton Ave. Kansas City MO 64130	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Charter Oak Fire Insurance Company		25615
	INSURER B: The Travelers Indemnity Company		25658
	INSURER C: Travelers Property Casualty Company of America		25674
	INSURER D: Missouri Employers Mutual Insurance Company		10191
	INSURER E: Argonaut Insurance Company		19801
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 22205453 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Cont. Liab. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	N	N	DT-CO-5470B155-COF-25	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ MCS-90	N	N	810-9M352747-25-26	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$ XXXXXXXX
							BODILY INJURY (Per accident) \$ XXXXXXXX
							PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
							\$ XXXXXXXX
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10,000	N	N	CUP-A6479698-25-26	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
							\$ XXXXXXXX
D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☒ N / A	N	N	MEG3019980-01 WC-92-918-8826174	1/1/2025 1/1/2025	1/1/2026 1/1/2026	☒ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2025 Micro-Surfacing ENG3QRW01-25

CERTIFICATE HOLDER**CANCELLATION** See Attachment**22205453**City of Oxford, MS
107 Courthouse Square
Oxford, MS 38655

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Workers comp Carriers

1/1/2025 – 1/1/2026 **MEM Protect Insurance Company** – Policy # MEG 3019980-01
(MO, AR, AI, KS, NE, TN) – NAIC # 17569

1/1/2025 – 1/1/2026 **Argonaut Insurance Company** - Policy No. WC 929188826174
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1/1/2026

DATE (MM/DD/YYYY)

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	☐ CLAIMS-MADE ☒ OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000						
	☒ Cont. Liab.	MED EXP (Any one person)	\$ 10,000						
	GEN'L AGGREGATE LIMIT APPLIES PER:		PERSONAL & ADV INJURY				\$ 1,000,000		
	☐ POLICY ☒ PRO-JECT ☐ LOC						GENERAL AGGREGATE	\$ 2,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
B	☒ AUTOMOBILE LIABILITY	N	N	810-9M352747-25-26	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	☒ ANY AUTO	BODILY INJURY (Per person)	\$ XXXXXXXX						
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident)	\$ XXXXXXXX						
	☒ HIRED AUTOS ONLY	PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX						
	☒ MCS-90							\$ XXXXXXXX	
C	☒ UMBRELLA LIAB	☒ OCCUR	N	CUP-A6479698-25-26	1/1/2025	1/1/2026	EACH OCCURRENCE	\$ 10,000,000	
	☐ EXCESS LIAB	☐ CLAIMS-MADE	AGGREGATE				\$ 10,000,000		
	DED ☒ RETENTION \$ 10,000						\$ XXXXXXXX		
D E	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y ☒ N	N	MEG3019980-01 WC-92-918-8826174	1/1/2025 1/1/2025	1/1/2026 1/1/2026	☒ PER STATUTE ☐ OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		E.L. EACH ACCIDENT				\$ 1,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000		
			E.L. DISEASE - POLICY LIMIT				\$ 1,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2025 Micro-Surfacing ENG3QRW01-25

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107 Courthouse Square
Oxford, MS 38655

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AUTHORIZED REPRESENTATIVE

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Workers comp Carriers

1/1/2025 – 1/1/2026 **MEM Protect Insurance Company** – Policy # MEG 3019980-01
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1/1/2025 – 1/1/2026 **Argonaut Insurance Company** - Policy No. WC 929188826174
(CO, MS, OK, TX) - NAIC # 19801



July 22, 2025

**RE: Vance Brothers, LLC
City of Oxford, Mississippi
City of Oxford Micro-Surfacing 2025 Project
Performance & Payment Bond No. US00146099SU25A**

To Whom It May Concern:

I, Aaron P. Clark, as Power-of-Attorney for XL Specialty Insurance Company (Surety), do hereby certify the final bonds being dated on final contract execution of the agreement. Please send us an electronic copy of the executed agreement and bonds for our records by September 22, 2025. Provided, however, should these bonds not be executed and reported by September 22, 2025, these bonds are to be considered never having taken effect, and the null and void originals must be immediately returned to:

Lockton Companies c/o XL Specialty Insurance Company
Attn: Surety Department / Aaron P. Clark
3657 Briarpark Dr. Suite 700
Houston, TX 77042

Should you require further information regarding this Payment & Performance Bond please feel free to contact us at (713) 458-5200.

Sincerely,



Aaron P. Clark
Attorney-in-Fact, XL Specialty Insurance Company
Lockton Companies



Power of Attorney
XL Specialty Insurance Company
Greenwich Insurance Company

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY

XL 1633615

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, and Greenwich Insurance Company, both Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, do hereby nominate, constitute, and appoint:

Timothy F. Kelly, Robert F. Bobo, Florence McClellan, Aaron P. Clark, Rachel Richardson, Teresa D. Kelly, Laura Kneitz, Hillary D. Shepard, Randi Tepper

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$150,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 18th day of September 2024.

RESOLVED, that Eric Donofrio, Dave Maguire, Lian Phua, Jim Richert and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Eric Donofrio, Dave Maguire, Lian Phua, Jim Richert and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this May 22nd, 2025.



**XL SPECIALTY INSURANCE COMPANY
GREENWICH INSURANCE COMPANY**

by:

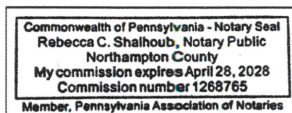
Kevin M. Mirsch
Kevin M. Mirsch, SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest:

David F. Maguire
David Maguire, ASSISTANT SECRETARY

On this 22nd day of May, 2025, before me personally came Kevin Mirsch to me known, who, being duly sworn, did depose and say: that he is Secretary of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Rebecca C. Shalhoub
Rebecca C. Shalhoub, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, David Maguire, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, corporations of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Stamford, this 22nd day of July 2025.



David F. Maguire
David Maguire, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after 5/22/2027

The City of Oxford

Bond No. US00146099SU25A

PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR the City of Oxford, Mississippi

LOCATED IN THE COUNTY OF Lafayette STATE OF MISSISSIPPI,

Know all men by these presents: that we, Vance Brothers, LLC
(Contractor)

(hereinafter "Principal"), a Limited Liability Company

residing at 5201 Brighton Ave., Kansas City, MO 64130 in the State of Missouri

and XL Specialty Insurance Company
(Surety)

677 Washington Blvd., 10th Floor, Suite 1000
residing at Stamford, CT 06902 in the State of Connecticut
authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and
firmly bound unto the CITY OF OXFORD, MISSISSIPPI (hereinafter "OWNER"), in the sum of

Three Hundred Ninety Nine Thousand Six Hundred Seventy Eighty and 96/100

(\$ 399,678.96) Dollars, lawful money of the United States of America, to be paid to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or assigns jointly and severally by these presents. The conditions of this bond are such, that whereas the said Principal, has (have) entered into a contract with the OWNER, bearing the date of _____ day of _____ A.D. 2025 hereto annexed, for the construction of certain project(s) in the State of Mississippi as mentioned in said contract in accordance with the Contract Documents therefor, on file in the offices of the OWNER. Now therefore, if the above bounden Principal in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in the approved specifications, and save harmless said OWNER from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the OWNER at the instance of any officer of the OWNER authorized in such cases, for double any amount in money or property, the OWNER may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes,

The City of Oxford

licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the OWNER, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

5201 Brighton Ave., Kansas City, MO 64130

(Contractors) Principal

By

 Shawn Brost

Title

Vice President

(Contractor's Seal)

VANCE BROTHERS, LLC
CORPORATE SEAL
MISSOURI

XL Specialty Insurance Company

Surety

By



(Signature) Attorney in Fact Aaron P. Clark

Address: 677 Washington Blvd., 10th Floor, Suite 1000

Stamford, CT 06902

Robert Francis Bobo Jr. | Mississippi License No. 10212920

(Printed) Mississippi Agent

(Signature) Mississippi Agent

Address: 3657 Briarpark Dr., Ste. 700

Houston, TX 77042

(Surety Seal)

9400028

Mississippi Insurance ID Number



Power of Attorney
XL Specialty Insurance Company
Greenwich Insurance Company

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY

XL 1633615

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, and Greenwich Insurance Company, both Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, do hereby nominate, constitute, and appoint:

Timothy F. Kelly, Robert F. Bobo, Florence McClellan, Aaron P. Clark, Rachel Richardson, Teresa D. Kelly, Laura Kneitz, Hillary D. Shepard, Randi Tepper

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$150,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 18th day of September 2024.

RESOLVED, that Eric Donofrio, Dave Maguire, Lian Phua, Jim Richert and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Eric Donofrio, Dave Maguire, Lian Phua, Jim Richert and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this May 22nd, 2025.



**XL SPECIALTY INSURANCE COMPANY
GREENWICH INSURANCE COMPANY**

by:

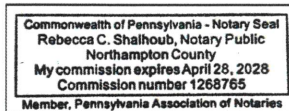
Kevin M. Mirsch
Kevin M. Mirsch, SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest:

David E. Maguire
David Maguire, ASSISTANT SECRETARY

On this 22nd day of May, 2025, before me personally came Kevin Mirsch to me known, who, being duly sworn, did depose and say: that he is Secretary of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Rebecca C. Shalhoub

Rebecca C. Shalhoub, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

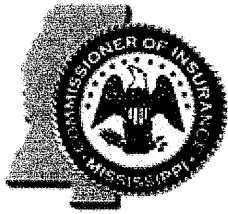
I, David Maguire, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, corporations of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Stamford, this ___ day of 2025.



David E. Maguire
David Maguire, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after 5/22/2027



MISSISSIPPI

INSURANCE DEPARTMENT

Mike Chaney
Commissioner of Insurance

Mark Haire
Deputy Commissioner of Insurance

License

Insurance Producer

Qualification Effective Dates

Casualty 04-08-2011 Property 04-08-2011

ROBERT FRANCIS BOBO JR

NPN: 7372840

LOCKTON

3657 BRIARPARK DR STE 700

HOUSTON, TX 77042-5264

is authorized to transact business as described above

License No: 10212920 Issue Date: 04-08-2011 Expiration Date: 02-28-2025

Generated by Sircon 304534553

MISSISSIPPI
INSURANCE DEPARTMENT



THIS IS TO CERTIFY THAT

ROBERT FRANCIS BOBO JR

LOCKTON

3657 BRIARPARK DR STE 700

HOUSTON, TX 77042-5264

LICENSE NUMBER: 10212920

NPN: 7372840

IS HEREBY AUTHORIZED TO TRANSACT BUSINESS IN
ACCORDANCE TO THE LICENSE DESCRIPTION SHOWN
BELOW:

Insurance Producer

Casualty, Property

Issue Date: 04-08-2011

Expiration Date: 02-28-2025

Generated by Sircon 304534553



July 22, 2025

**RE: Vance Brothers, LLC
City of Oxford, Mississippi
City of Oxford Micro-Surfacing 2025 Project
Performance & Payment Bond No. US00146099SU25A**

To Whom It May Concern:

I, Aaron P. Clark, as Power-of-Attorney for XL Specialty Insurance Company (Surety), do hereby certify the final bonds being dated on final contract execution of the agreement. Please send us an electronic copy of the executed agreement and bonds for our records by September 22, 2025. Provided, however, should these bonds not be executed and reported by September 22, 2025, these bonds are to be considered never having taken effect, and the null and void originals must be immediately returned to:

Lockton Companies c/o XL Specialty Insurance Company
Attn: Surety Department / Aaron P. Clark
3657 Briarpark Dr. Suite 700
Houston, TX 77042

Should you require further information regarding this Payment & Performance Bond please feel free to contact us at (713) 458-5200.

Sincerely,



Aaron P. Clark
Attorney-in-Fact, XL Specialty Insurance Company
Lockton Companies



Power of Attorney
XL Specialty Insurance Company
Greenwich Insurance Company

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY

XL 1633615

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, and Greenwich Insurance Company, both Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, do hereby nominate, constitute, and appoint:

Timothy F. Kelly, Robert F. Bobo, Florence McClellan, Aaron P. Clark, Rachel Richardson, Teresa D. Kelly, Laura Kneitz, Hillary D. Shepard, Randi Tepper

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$150,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 18th day of September 2024.

RESOLVED, that Eric Donofrio, Dave Maguire, Lian Phua, Jim Richert and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Eric Donofrio, Dave Maguire, Lian Phua, Jim Richert and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this May 22nd, 2025.



**XL SPECIALTY INSURANCE COMPANY
GREENWICH INSURANCE COMPANY**

by:

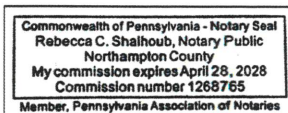
Kevin M. Mirsch
Kevin M. Mirsch, SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest:

David E. Maguire
David Maguire, ASSISTANT SECRETARY

On this 22nd day of May, 2025, before me personally came Kevin Mirsch to me known, who, being duly sworn, did depose and say: that he is Secretary of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Rebecca C. Shalhoub

Rebecca C. Shalhoub, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, David Maguire, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, corporations of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Stamford, this 22nd day of July 2025.



David E. Maguire
David Maguire, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after 5/22/2027

The City of Oxford

Bond No. US00146099SU25A

PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR the City of Oxford, Mississippi

LOCATED IN THE COUNTY OF Lafayette STATE OF MISSISSIPPI,

Know all men by these presents: that we, Vance Brothers, LLC
(Contractor)

(hereinafter "Principal"), a Limited Liability Company

residing at 5201 Brighton Ave., Kansas City, MO 64130 in the State of Missouri

and XL Specialty Insurance Company
(Surety)

677 Washington Blvd., 10th Floor, Suite 1000
residing at Stamford, CT 06902 in the State of Connecticut
authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and
firmly bound unto the CITY OF OXFORD, MISSISSIPPI (hereinafter "OWNER"), in the sum of

Three Hundred Ninety Nine Thousand Six Hundred Seventy Eighty and 96/100

(\$ 399,678.96) Dollars, lawful money of the United States of America, to be paid to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or assigns jointly and severally by these presents. The conditions of this bond are such, that whereas the said Principal, has (have) entered into a contract with the OWNER, bearing the date of _____ day of _____ A.D. 2025 hereto annexed, for the construction of certain project(s) in the State of Mississippi as mentioned in said contract in accordance with the Contract Documents therefor, on file in the offices of the OWNER. Now therefore, if the above bounden Principal in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in the approved specifications, and save harmless said OWNER from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the OWNER at the instance of any officer of the OWNER authorized in such cases, for double any amount in money or property, the OWNER may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes,

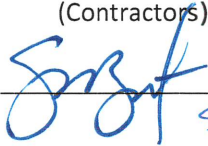
The City of Oxford

licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the OWNER, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

5201 Brighton Ave., Kansas City, MO 64130

(Contractors) Principal

By

 Shawn Brost

Title

Vice President
(Contractor's Seal)

VANCE BROTHERS, LLC
CORPORATE SEAL
MISSOURI

XL Specialty Insurance Company

Surety

By



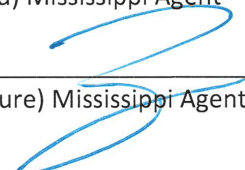
(Signature) Attorney in Fact Aaron P. Clark

Address: 677 Washington Blvd., 10th Floor, Suite 1000

Stamford, CT 06902

Robert Francis Bobo Jr. | Mississippi License No. 10212920

(Printed) Mississippi Agent


(Signature) Mississippi Agent

Address: 3657 Briarpark Dr., Ste. 700

Houston, TX 77042

(Surety Seal)

9400028

Mississippi Insurance ID Number



Power of Attorney
XL Specialty Insurance Company
Greenwich Insurance Company

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY

XL 1633615

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, and Greenwich Insurance Company, both Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, do hereby nominate, constitute, and appoint:

Timothy F. Kelly, Robert F. Bobo, Florence McClellan, Aaron P. Clark, Rachel Richardson, Teresa D. Kelly, Laura Kneitz, Hillary D. Shepard, Randi Tepper

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$150,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 18th day of September 2024.

RESOLVED, that Eric Donofrio, Dave Maguire, Lian Phua, Jim Richert and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Eric Donofrio, Dave Maguire, Lian Phua, Jim Richert and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this May 22nd, 2025.



**XL SPECIALTY INSURANCE COMPANY
GREENWICH INSURANCE COMPANY**

by:

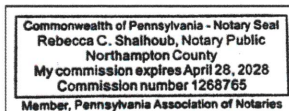
Kevin M. Mirsch
Kevin M. Mirsch, SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest:

David E. Maguire
David Maguire, ASSISTANT SECRETARY

On this 22nd day of May, 2025, before me personally came Kevin Mirsch to me known, who, being duly sworn, did depose and say: that he is Secretary of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Rebecca C. Shalhoub

Rebecca C. Shalhoub, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, David Maguire, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, corporations of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Stamford, this ___ day of 2025.



David E. Maguire
David Maguire, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after 5/22/2027



MISSISSIPPI

INSURANCE DEPARTMENT

Mike Chaney
Commissioner of Insurance

Mark Haire
Deputy Commissioner of Insurance

License

Insurance Producer

Qualification Effective Dates

Casualty 04-08-2011 Property 04-08-2011

ROBERT FRANCIS BOBO JR

NPN: 7372840

LOCKTON

3657 BRIARPARK DR STE 700

HOUSTON, TX 77042-5264

is authorized to transact business as described above

License No: 10212920 Issue Date: 04-08-2011 Expiration Date: 02-28-2025

Generated by Sircon 304534553

MISSISSIPPI INSURANCE DEPARTMENT THIS IS TO CERTIFY THAT ROBERT FRANCIS BOBO JR LOCKTON 3657 BRIARPARK DR STE 700 HOUSTON, TX 77042-5264 LICENSE NUMBER: 10212920	 IS HEREBY AUTHORIZED TO TRANSACT BUSINESS IN ACCORDANCE TO THE LICENSE DESCRIPTION SHOWN BELOW: Insurance Producer Casualty, Property Issue Date: 04-08-2011 Expiration Date: 02-28-2025 Generated by Sircon 304534553
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UNCOMMONLY INDEPENDENT

July 22, 2025

**RE: Vance Brothers, LLC
City of Oxford, Mississippi
City of Oxford Micro-Surfacing 2025 Project
Performance & Payment Bond No. US00146099SU25A**

To Whom It May Concern:

I, Aaron P. Clark, as Power-of-Attorney for XL Specialty Insurance Company (Surety), do hereby certify the final bonds being dated on final contract execution of the agreement. Please send us an electronic copy of the executed agreement and bonds for our records by **September 22, 2025**. Provided, however, should these bonds not be executed and reported by **September 22, 2025**, these bonds are to be considered never having taken effect, and the null and void originals must be immediately returned to:

Lockton Companies c/o XL Specialty Insurance Company
Attn: Surety Department / Aaron P. Clark
3657 Briarpark Dr. Suite 700
Houston, TX 77042

Should you require further information regarding this Payment & Performance Bond please feel free to contact us at (713) 458-5200.

Sincerely,

Aaron P. Clark
Attorney-in-Fact, XL Specialty Insurance Company
Lockton Companies



Power of Attorney
XL Specialty Insurance Company
Greenwich Insurance Company

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL 1633615

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, and Greenwich Insurance Company, both Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, do hereby nominate, constitute, and appoint:

Timothy F. Kelly, Robert F. Bobo, Florence McClellan, Aaron P. Clark, Rachel Richardson, Teresa D. Kelly, Laura Kneitz, Hillary D. Shepard, Randi Tepper

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$150,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 18th day of September 2024.

RESOLVED, that Eric Donofrio, Dave Maguire, Lian Phua, Jim Richert and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Eric Donofrio, Dave Maguire, Lian Phua, Jim Richert and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this May 22nd, 2025.



**XL SPECIALTY INSURANCE COMPANY
GREENWICH INSURANCE COMPANY**

by:

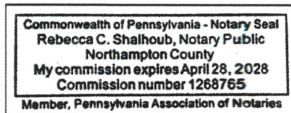
Kevin M. Mirsch
Kevin M. Mirsch, SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest:

David Maguire
David Maguire, ASSISTANT SECRETARY

On this 22nd day of May, 2025, before me personally came Kevin Mirsch to me known, who, being duly sworn, did depose and say: that he is Secretary of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Rebecca C. Shalhoub
Rebecca C. Shalhoub, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, David Maguire, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, corporations of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Stamford, this 22nd day of July 2025.



David Maguire
David Maguire, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after 5/22/2027

The City of Oxford

Bond No. US00146099SU25A

PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR the City of Oxford, Mississippi

LOCATED IN THE COUNTY OF Lafayette STATE OF MISSISSIPPI,

Know all men by these presents: that we, Vance Brothers, LLC
(Contractor)

(hereinafter "Principal"), a Limited Liability Company

residing at 5201 Brighton Ave., Kansas City, MO 64130 in the State of Missouri

and XL Specialty Insurance Company
(Surety)

677 Washington Blvd., 10th Floor, Suite 1000
residing at Stamford, CT 06902 in the State of Connecticut
authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and
firmly bound unto the CITY OF OXFORD, MISSISSIPPI (hereinafter "OWNER"), in the sum of

Three Hundred Ninety Nine Thousand Six Hundred Seventy Eighty and 96/100

(\$ 399,678.96) Dollars, lawful money of the United States of America, to be paid to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or assigns jointly and severally by these presents. The conditions of this bond are such, that whereas the said Principal, has (have) entered into a contract with the OWNER, bearing the date of _____ day of _____ A.D. 2025 hereto annexed, for the construction of certain project(s) in the State of Mississippi as mentioned in said contract in accordance with the Contract Documents therefor, on file in the offices of the OWNER. Now therefore, if the above bounden Principal in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in the approved specifications, and save harmless said OWNER from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the OWNER at the instance of any officer of the OWNER authorized in such cases, for double any amount in money or property, the OWNER may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes,

The City of Oxford

licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the OWNER, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

5201 Brighton Ave., Kansas City, MO 64130

(Contractors) Principal

By

 Shawn Brost

Title

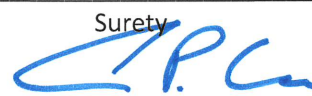
Vice President
(Contractor's Seal)

VANCE BROTHERS, LLC
CORPORATE SEAL
MISSOURI

XL Specialty Insurance Company

Surety

By



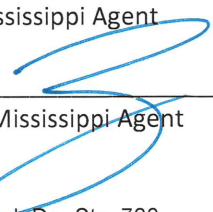
(Signature) Attorney in Fact Aaron P. Clark

Address: 677 Washington Blvd., 10th Floor, Suite 1000

Stamford, CT 06902

Robert Francis Bobo Jr. | Mississippi License No. 10212920

(Printed) Mississippi Agent


(Signature) Mississippi Agent

Address: 3657 Briarpark Dr., Ste. 700

Houston, TX 77042

(Surety Seal)

9400028

Mississippi Insurance ID Number



Power of Attorney
XL Specialty Insurance Company
Greenwich Insurance Company

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY

XL 1633615

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, and Greenwich Insurance Company, both Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, do hereby nominate, constitute, and appoint:

Timothy F. Kelly, Robert F. Bobo, Florence McClellan, Aaron P. Clark, Rachel Richardson, Teresa D. Kelly, Laura Kneitz, Hillary D. Shepard, Randi Tepper

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$150,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 18th day of September 2024.

RESOLVED, that Eric Donofrio, Dave Maguire, Lian Phua, Jim Richert and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Eric Donofrio, Dave Maguire, Lian Phua, Jim Richert and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this May 22nd, 2025.



**XL SPECIALTY INSURANCE COMPANY
GREENWICH INSURANCE COMPANY**

by:

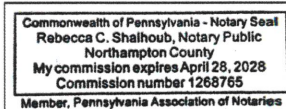
Kevin M. Mirsch
Kevin M. Mirsch, SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest:

David E. Maguire
David Maguire, ASSISTANT SECRETARY

On this 22nd day of May, 2025, before me personally came Kevin Mirsch to me known, who, being duly sworn, did depose and say: that he is Secretary of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Rebecca C. Shalhoub

Rebecca C. Shalhoub, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, David Maguire, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, corporations of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Stamford, this ___ day of 2025.



David E. Maguire
David Maguire, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after 5/22/2027



MISSISSIPPI

INSURANCE DEPARTMENT

Mike Chaney
Commissioner of Insurance

Mark Haire
Deputy Commissioner of Insurance

License

Insurance Producer

Qualification Effective Dates

Casualty 04-08-2011 Property 04-08-2011

ROBERT FRANCIS BOBO JR

NPN: 7372840

LOCKTON

3657 BRIARPARK DR STE 700

HOUSTON, TX 77042-5264

is authorized to transact business as described above

License No: 10212920 Issue Date: 04-08-2011 Expiration Date: 02-28-2025

Generated by Sircon 304534553

MISSISSIPPI INSURANCE DEPARTMENT THIS IS TO CERTIFY THAT ROBERT FRANCIS BOBO JR LOCKTON 3657 BRIARPARK DR STE 700 HOUSTON, TX 77042-5264 LICENSE NUMBER: 10212920	 IS HEREBY AUTHORIZED TO TRANSACT BUSINESS IN ACCORDANCE TO THE LICENSE DESCRIPTION SHOWN BELOW: Insurance Producer Casualty, Property Issue Date: 04-08-2011 Expiration Date: 02-28-2025 Generated by Sircon 304534553
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MEMORANDUM

To: Mayor and Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO

Date: August 5, 2025

Re: Request Permission to Have the Mayor Execute Agreement Between AAA Holdings and The City of Oxford

Engineering requests permission to have the mayor execute an agreement between AAA Holdings and the City of Oxford for upgrades to existing street infrastructure along North Lamar Boulevard in front of NAPA Autoparts. This agreement is a mechanism whereby AAA Holdings will pay for improvements to North Lamar Boulevard adjacent its proposed development. These improvements are required for both safety and access control at the site, and it is in keeping with the city's long range transportation plan for North Lamar Boulevard.



SITE DATA TABLE

PROPERTY AREA: 3.632 AC

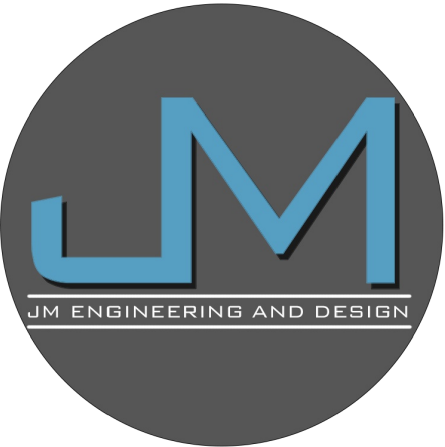
ZONING: TNB

SETBACKS:
FRONT: 25' MAX (ON-STREET PARKING)
SIDE: 10'
REAR: 25'

BUILDING INFORMATION:
27 - 3 BR UNITS (81 BEDS)

PARKING PROVIDED: 90 SPACES
PARKING REQUIRED: 81 SPACES

IMPERVIOUS AREA PROPOSED: 55.9% (88,366.9 SQ. FT.)

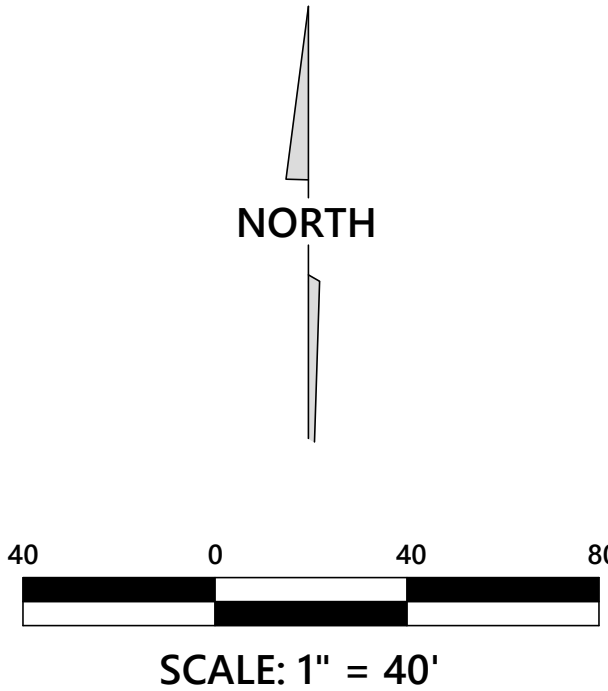


**JM ENGINEERING
AND DESIGN, LLC**
OXFORD, MS
(662) 801-8803

SITE PLAN
AAA HOLDINGS- NORTH LAMAR
CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY	JRM
CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	11/01/2024
SCALE	1" = 40'
REVISION	07/08/2025

C-100



M&N Excavators, INC

PO Box 2489
Oxford, MS 38655
Fax# 662.513.4279
Jon Glaser
985-285-3998
MS COR # 26445-MC

JOB ESTIMATE

TO: Ely Mandle
Ascent Construction

JOB DESCRIPTION
North Lamar Town Homes City of Oxford - Roadside Work Oxford, MS Job Estimate

ITEMIZED ESTIMATE: TIME AND MATERIALS	Unit	Quantity	Unit Price	AMOUNT
Mobilization	LS	1	\$ 800.00	\$ 800.00
Staking	LS	1	\$ 600.00	\$ 600.00
Sawcut Existing Asphalt Pavement	LF	510	\$ 3.00	\$ 1,530.00
Demo Existing Asphalt Pavement for Curb & Gutter	SF	780	\$ 2.00	\$ 1,560.00
24" Concrete Curb & Gutter - Off Site	LF	180	\$ 33.00	\$ 5,940.00
24" Concrete Curb & Gutter - On Site	LF	80	\$ 33.00	\$ 2,640.00
TOTAL ESTIMATED JOB COST			\$	13,070.00

Notes:

See Attached Takeoff Drawing For Items Included.
Curb & Gutter Quoted Using 3500 Limestone Mix Without Reinforcement.
Asphalt Demolition Includes Only the Proposed Curb & Gutter Sections
Excludes Materials Testing.
Excludes Tax & Bond.

Jon Glaser

PREPARED BY

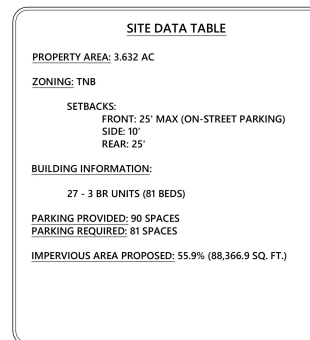
7/9/2025

DATE

ACCEPTED BY

SIGNATURE

DATE



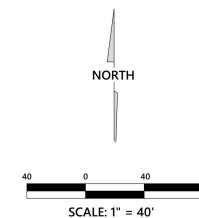
SITE PLAN

AAA HOLDINGS- NORTH LAMAR

CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY	JRM
CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	11/01/2024
SCALE	1" = 40'
REVISION	07/08/2025

C-100



AGREEMENT FOR PAYMENT OF INFRASTRUCTURE COSTS

WHEREAS, AAA Holdings, LLC received site plan approval from the City of Oxford Planning Commission to develop townhomes on a parcel with frontage on North Lamar Boulevard (PPIN 36354) (the “Property”) on May 12, 2025 (Planning Commission Case No. 3225); and

WHEREAS, the City’s Engineering Department recommended certain off-site improvements to the right-of-way of North Lamar Boulevard as part of its review of AAA’s site plan application, some of which would connect to AAA’s Property and some of which would be in front of to AAA’s neighbor’s property; and

WHEREAS, AAA’s representatives proposed that the City, rather than AAA, construct the off-site improvements within the right of way adjacent to AAA’s northern neighbor’s property; and

WHEREAS, the Planning Commission’s approval of the site plan included the following condition: “The applicant and City staff agree on a mechanism for the design and construction improvements along the right of way on North Lamar Boulevard along the subject NAPA site whereby the applicant would guarantee the payment of those costs, to include the time frame for the surety.”; and

WHEREAS, the purpose of this Agreement is to memorialize such agreement.

NOW, the parties to this Agreement hereby memorialize their agreement, as follows:

1. As part of its development of the Property and at its own expense, AAA will design and construct all on-site improvements in the North Lamar Boulevard right-of-way that are reflected on its site plan or required by the City’s Engineering Department, to the extent that such improvements are in the area connecting the Property to North Lamar Boulevard.

2. The City will construct off-site improvements in the North Lamar Boulevard right-of-way in front of the property to the north of AAA's Property for the purpose of creating controlled points of access from North Lamar Boulevard to both properties. These improvements have not yet been fully designed, but their approximate location is reflected on the drawing attached to this Agreement as Exhibit "A."

3. AAA agrees to pay the City the estimated cost of the construction described in Paragraph 2 as follows. AAA provide professionally prepared construction bid documents sufficient to obtain construction bids for the completion of the off-site improvements, subject to the approval of those documents by the City. Once the City receives those construction bid documents, the City and AAA will each request an estimate for the cost of construction from a contractor licensed in Mississippi and qualified to construct the off-site improvements. AAA will tender an amount to the City equal to the average of the two estimates.

4. AAA shall not be required to pay for the estimated cost of installing sidewalks as part of the off-site improvements under this agreement, but nothing in this Agreement shall preclude the City from installing sidewalks as part of the off-site improvements.

5. No building permits will issue for AAA's development on the Property until the City receives payment for the estimated cost of construction of the off-site improvements.

6. AAA and the City will coordinate their construction efforts to the fullest extent possible to ensure each party's improvements to the right-of-way are compatible with the other's.

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

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

9. AAA shall not be obligated to pay the City for the estimated cost of the off-site

improvements if the approved site plan, or any amendment, extension, or renewal thereof, expires and AAA has not secured the necessary permits to begin the project approved by the Planning Commission.

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

THE CITY OF OXFORD, MISSISSIPPI

BY: _____
ROBYN TANNEHILL, Mayor

DATE: _____

AAA HOLDINGS, LLC

BY:  _____
TODD PAINE, Member

DATE: 7/23/25



MEMORANDUM

To: Mayor and Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO, Rob Neely, P.E., General Manager, Oxford Utilities

Date: August 5, 2025

Re: Request Permission for Work Overnight Hours, Whirlpool Well #3 Project

The contractor for the above-captioned project located off of Lee Loop is requesting permission to work overnight hours for the duration of the project. The work associated with this project consists of drilling a new drinking water well, which will likely produce some noise. The contract time for this project is 350 calendar days, however, the contractor's goal is complete the project in approximately 2 months' time.



MEMORANDUM

To: Mayor and Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO

Date: August 5, 2025

Re: Request Permission for Special Work Hours for Concrete Pours,
The Rise Development on Oxford Way

The contractor for the above-captioned project, a student housing development located on Oxford Way, is requesting permission to begin concrete pours at midnight starting in August and going through October 2025. The intent of this start time is to be finished pouring concrete by daylight.

RE: The Rise at Oxford Farms

From Cameron Taylor <cameron@pattontaylor.com>

Date Tue 7/29/2025 10:16 AM

To Norman Nichols <nichols@oxfordms.net>; John Crawley <john@oxfordms.net>

Cc Troy Hougham <troy@pattontaylor.com>; Rafe Bompreszi <rafe@pattontaylor.com>; Bill Livingston <bLivingston@pattontaylor.com>; Allison Ferris <allison@oxfordms.net>

John and Norman:

Following up on our request for concrete pours during the night. We would like to be on the agenda for the August 5th board meeting. We would like to request a standing approval for concrete pours to take place between midnight and 6:30 am. We have several reasons to ask for this approval:

-Citizen Safety:

We do not want 40-50 concrete trucks on Oxford Way while residents are driving during peak hours.

-Worker Safety:

We do not want to risk worker safety with Excessive Heat Warnings in place (as they are currently).

-Product Safety and Design Conformance:

We greatly risk having our concrete performance fall short of the design standards, when pouring in the daylight hours.

-Logistics and Plant Capabilities:

The larger buildings that are upcoming present much more difficulty (400-500 yards slabs, coupled with the fact that the Ready-Mix supplier can only produce 80-100 yards per hour). Even starting at midnight, we can get very close to daylight with even the slightest hiccup.

-Overall Project Schedule:

Our original schedule has us pouring out the last slabs in October.

This is not a request for convenience, but more a request out of necessity – safety, productivity, and quality.

Is there any additional information needed from me to get on the agenda? If so, please let me know.

Thank you for your time and consideration.

Sincerely,



Cameron Taylor, LEED Green Associate
Patton & Taylor Enterprises
7960 Wolf River Blvd.
Germantown, TN 38138
P 901.249.3008
F 901.757.1770
E cameron@pattontaylor.com

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From: Cameron Taylor
Sent: Monday, July 21, 2025 3:26 PM
To: Norman Nichols <nichols@oxfordms.net>
Cc: Troy Hougham <troy@pattontaylor.com>; Rafe Bompreszi <rafe@pattontaylor.com>; Bill Livingston <bLivingston@pattontaylor.com>; John Crawley <john@oxfordms.net>; Allison Ferris <allison@oxfordms.net>
Subject: RE: The Rise at Oxford Farms

Norman:

Yes please. Would each pour need to be separately requested, or can we get approval for all concrete pours at the next meeting. In the interim, would it be ok to begin the pour at 5am instead of 2:30 am? The forecast is not quite as hot this week, so we can make 5 am work.



Cameron Taylor, LEED Green Associate
Patton & Taylor Enterprises
7960 Wolf River Blvd.
Germantown, TN 38138
P 901.249.3008
F 901.757.1770
E cameron@pattontaylor.com

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From: Norman Nichols <nichols@oxfordms.net>
Sent: Monday, July 21, 2025 12:41 PM
To: Cameron Taylor <cameron@pattontaylor.com>
Cc: Troy Hougham <troy@pattontaylor.com>; Rafe Bompreszi <rafe@pattontaylor.com>; Bill Livingston <bLivingston@pattontaylor.com>; John Crawley <john@oxfordms.net>; Allison Ferris <allison@oxfordms.net>
Subject: RE: The Rise at Oxford Farms

Cameron,

This will in fact need board approval. The next meeting will be Aug. 5th. Do you want this on the agenda?



Norman Nichols, PE
Assistant City Engineer
Engineering Department

107 Courthouse Square
Oxford, MS 38655
t: (662) 232-2306 w: www.oxfordms.net

From: Cameron Taylor <cameron@pattontaylor.com>
Sent: Monday, July 21, 2025 10:02 AM
To: Norman Nichols <nichols@oxfordms.net>
Cc: Troy Hougham <troy@pattontaylor.com>; Rafe Bompreszi <rafe@pattontaylor.com>; Bill Livingston <bLivingston@pattontaylor.com>
Subject: FW: The Rise at Oxford Farms

Norman,

Thank you for taking time to speak with me this morning. Below is the email I sent to John last week, but was unaware that he was out of town. In our conversation I told you we would like to pour starting at 3 am, but requested 2:30 in my email to John. I apologize for the confusion. Please let us know the next steps, and thank you for your time and consideration.



Cameron Taylor, LEED Green Associate
Patton & Taylor Enterprises
7960 Wolf River Blvd.
Germantown, TN 38138
P 901.249.3008
F 901.757.1770
E cameron@pattontaylor.com

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From: Cameron Taylor
Sent: Thursday, July 17, 2025 3:57 PM
To: john@oxfordms.net
Subject: The Rise at Oxford Farms

Mr. Crawley:

We would like to pour concrete next Thursday beginning at 2:30 am – one week from today. My notes from the pre-con meeting in February indicate that we need to request special work hours on the Thursday prior to the pour. Is there any other notification need for the request to pour, or will this email suffice? The reason for the early pour is that the temperature during the day makes a long pour difficult on the workers because of the heat. The excessive heat can cause the concrete to set up too fast and also takes its toll on the workers pouring it. We would like to have standing approval on all pours if possible, but completely understand if we need to ask for each one individually. Please let us know if there is any information needed.

Thanks for your help.

Sincerely,



Cameron Taylor, LEED Green Associate
Patton & Taylor Enterprises
7960 Wolf River Blvd.
Germantown, TN 38138
P 901.249.3008
F 901.757.1770
E cameron@pattontaylor.com

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From: Johnathan Mizell <johnathan@oxfordms.net>

Sent: Thursday, July 17, 2025 3:43 PM

To: Cameron Taylor <cameron@pattontaylor.com>

Subject: Re: The Rise at Oxford Farms

You have to get approval from the Mayor and board of aldermen to work after hours. You would need to contact John Crawley the city engineer and he would present to the board. Has this been done already? If you don't have approval you will not be aloud to do it.

Sent from my iPhone

On Jul 17, 2025, at 3:38 PM, Cameron Taylor <cameron@pattontaylor.com> wrote:

Jonathan:

We are to pour concrete next Thursday beginning at 2:30 am – one week from today. My notes from the pre-con meeting in February indicate we need to provide notice of early morning pours on the Thursday prior to the pour. Is there any other notification need for the pour, or will this email suffice? Please let us know.

Thanks for your help.

<image001.png>

Cameron Taylor, LEED Green Associate
Patton & Taylor Enterprises
7960 Wolf River Blvd.
Germantown, TN 38138
P 901.249.3008
F 901.757.1770
E cameron@pattontaylor.com

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E-SIGN / UNIFORM ELECTRONIC TRANSACTIONS ACT DISCLOSURE: Nothing contained in this communication is intended to constitute an electronic signature as provided in the Electronic Signatures in Global and National Commerce Act ("E-Sign") or the Uniform Electronic Transactions Act unless a specific statement of the intent to be so used is included in the communication.

From: Rafe Bompreszi <rafe@pattontaylor.com>

Sent: Thursday, July 17, 2025 12:54 PM

To: Johnathan Mizell <johnathan@oxfordms.net>

Cc: Scott Allen <scott@oxfordms.net>; Bill Livingston <bLivingston@pattontaylor.com>; Anthony Smith <anthony@pattontaylor.com>; Troy Hougham <troy@pattontaylor.com>; Cameron Taylor

<cameron@pattontaylor.com>

Subject: Re: The Rise at Oxford Farms

Thanks for your reply.

Tuesday(anytime between 9-4) would be ideal.

I could also come back down Thursday anytime, if needed.

Thank you,

Rafe Bompreszi
General Superintendent
Patton & Taylor Enterprises
901-596-5280
rafe@pattontaylor.com

On Jul 17, 2025, at 7:29 AM, Johnathan Mizell <johnathan@oxfordms.net> wrote:

We should be able too next week but not on Monday or Wednesday. Please provide some dates and we will look at our schedules to see what works.

From: Rafe Bompreszi <rafe@pattontaylor.com>
Sent: Wednesday, July 16, 2025 1:24 PM
To: Scott Allen <scott@oxfordms.net>; Johnathan Mizell <johnathan@oxfordms.net>
Cc: Bill Livingston <bLivingston@pattontaylor.com>; Anthony Smith <anthony@pattontaylor.com>; Troy Hougham <troy@pattontaylor.com>; Cameron Taylor <cameron@pattontaylor.com>; Rafe Bompreszi <rafe@pattontaylor.com>
Subject: The Rise at Oxford Farms

Gentlemen,

Good afternoon.

My name is Rafe Bompreszi. I am the General Superintendent for Patton & Taylor.

We have several buildings coming up for MEP/Framing Type Inspections. We have several types of buildings as well.

I'd like to request a meeting with both of you on site(at your convenience) to review the expectations and exact particulars of what we must have in place for you, so that inspections run smoothly.

We are fully versed in this type of construction, but as you know we haven't had the privilege as yet to build the rapport with you that we have in other municipalities.

I feel that a brief review of building types, and a short q&a session would go a long way to making things go smoother from an inspection standpoint.

I will also be happy to have all Framing, MEP, FP, LV, F/A superintendents on site at that same time, so that nothing is lost in translation.

My goal is to meet and greet, and to establish a relationship based on mutual courtesy and professionalism. I believe that begins with my team fully understanding your expectations.

Please let me know when both of you can meet. I'll make myself and team available.

Respectfully,

Rafe Bompreszi
General Superintendent
Patton & Taylor Enterprises
901-596-5280
rafe@pattontaylor.com



MEMORANDUM

To: Mayor and Board of Aldermen

From: John Crawley, City Engineer

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

Date: August 5, 2025

Re: Request to Consider Change Order No. 3,
North Lamar Sewer Improvements Project

Engineering requests approval of Change Order No. 3 for the above-captioned project. All work on the base bid of the project has been completed on North Lamar, Hurricane Lane, and Ryland Way. The work has begun on the additive alternate on Christman Drive.

Change Order No. 3 results in a **net increase** in the contract amount of **\$9,457.35**.

Engineering recommends approval.

CHANGE ORDER NO.: 3

Owner: City of Oxford Owner's Project No.:
 Engineer: Precision Engineering Corporation Engineer's Project No.: 21097
 Contractor: Axis Site Work, LLC Contractor's Project No.:
 Project: North Lamar (CR 101) Sewer Project 246-2-SW-5.5
 Contract Name: North Lamar (CR 101) Sewer Project 246-2-SW-5.5
 Date Issued: 7-30-2025 Effective Date of Change Order: 8-05-2025

The Contract is modified as follows upon execution of this Change Order:

Description:

Final quantity adjustments for the Base Bid.

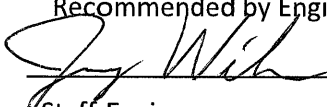
Attachments:

Change Order Summary #3

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>1,742,268.31</u>	Original Contract Times: Substantial Completion: <u>210 Calendar Days</u> Ready for final payment: <u>230 Calendar Days</u>
Increase from previously approved Change Orders No. 1 to No. 2: \$ <u>127,209.22</u>	No Change from previously approved Change Orders No.1 to No. 2: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u>
Contract Price prior to this Change Order: \$ <u>1,869,477.53</u>	Contract Times prior to this Change Order: Substantial Completion: <u>210 Calendar Days</u> Ready for final payment: <u>230 Calendar Days</u>
Increase this Change Order: \$ <u>9,457.35</u>	No Change in this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u>
Contract Price incorporating this Change Order: \$ <u>1,878,934.88</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>210 Calendar Days</u> Ready for final payment: <u>230 Calendar Days</u>

Recommended by Engineer (if required)

Authorized by Owner

By: 

Title: Staff Engineer

Date: 7-30-2025

Authorized by Owner

Approved by Funding Agency (if applicable)

By: _____

Title: _____

Date: _____

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



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

PROJECT NAME: NORTH LAMAR (CR 101) SEWER PROJECT 246-2-SW-5.5

PROJECT NO.: 21097 - CHANGE ORDER SUMMARY #3

DATE: 7-30-25

BASE BID

ITEM NO.	DESCRIPTION	UNIT	C.O. #3 QUANTITY	UNIT PRICE	NET INCREASE TO CONTRACT	NET DECREASE TO CONTRACT
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A. EXCAVATION

1	CLEARING & GRUBBING	LS	0.0	\$ 6,500.00	\$ -	\$ -
2	SELECT BACKFILL (MISC. LOCATIONS)	CY (LVM)	(100.0)	\$ 26.00	\$ -	\$ (2,600.00)
3	BEDDING MATERIAL	CY	(480.0)	\$ 72.22	\$ -	\$ (34,665.60)
4	TRENCH SAFETY (>5 FT DEPTH)	LS	0.0	\$ 52,000.00	\$ -	\$ -
SUB - TOTAL EXCAVATION					\$ -	\$ (37,265.60)

B. SANITARY SEWER SYSTEM

5	6" SDR-26 PVC PIPE (OPEN CUT) (SERVICE)	LF	0.0	\$ 28.44	\$ -	\$ -
5A	ADDITIONAL SERVICES ON HURRICANE LANE	EA	4.0	\$ 2,000.00	\$ 8,000.00	\$ -
6	8" SDR-26 PVC PIPE (OPEN CUT) (0' - 6')	LF	0.0	\$ 42.17	\$ -	\$ -
7	8" SDR-26 PVC PIPE (OPEN CUT) (6' - 10')	LF	0.0	\$ 48.67	\$ -	\$ -
8	8" SDR-26 PVC PIPE (OPEN CUT) (10' - 14')	LF	0.0	\$ 61.67	\$ -	\$ -
9	8" SDR-26 PVC PIPE (OPEN CUT) (14' - 16')	LF	0.0	\$ 94.17	\$ -	\$ -
10	10" SDR-26 PVC PIPE (OPEN CUT) (0' - 6')	LF	0.0	\$ 57.69	\$ -	\$ -
11	10" SDR-26 PVC PIPE (OPEN CUT) (6' - 10')	LF	0.0	\$ 70.69	\$ -	\$ -
12	4" SDR-21 CL 200 PVC FORCE MAIN (OPEN CUT)	LF	0.0	\$ 12.05	\$ -	\$ -
12.1	4" - 6" SDR-21 UPGRADE IN DIAMETER	LF	0.0	\$ 7.00	\$ -	\$ -
13	6" DR-17 HDPE (FUSED JOINT PIPE) (UNCASED BORE)	LF	120.0	\$ 227.50	\$ 27,300.00	\$ -
14	DUCTILE IRON MECHANICAL JOINT FITTINGS	LBS	0.0	\$ 15.41	\$ -	\$ -
15	PROPOSED 48" DIA. SEWER MANHOLE (0' - 6')	EA	0.0	\$ 4,500.00	\$ -	\$ -
16	PROPOSED 48" DIA. SEWER MANHOLE (>6')	VF	0.0	\$ 325.00	\$ -	\$ -
17	TIE TO EXISTING SEWER MANHOLE	EA	0.0	\$ 16.25	\$ -	\$ -
18	6" SEWER CLEANOUT	EA	(5.0)	\$ 409.50	\$ -	\$ (2,047.50)
19	NORTH LAMAR LIFT STATION (250 GPM)	LS	0.0	\$ 169,000.00	\$ -	\$ -
20	COATED COPPER TRACER WIRE (GREEN)	LF	0.0	\$ 0.26	\$ -	\$ -
21	VIDEO INSPECTION	LS	0.0	\$ 13,000.00	\$ -	\$ -
SUB - TOTAL SANITARY SEWER SYSTEM					\$ 35,300.00	\$ (2,047.50)

ITEM NO.	DESCRIPTION	UNIT	C.O. #3 QUANTITY	UNIT PRICE	NET INCREASE TO CONTRACT	NET DECREASE TO CONTRACT
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C. STORM SEWER SYSTEM						
22	15" HDPE N12 STORM DRAIN REPLACEMENT	LF	(120.0)	\$ 32.50	\$ -	\$ (3,900.00)
23	18" HDPE N12 STORM DRAIN REPLACEMENT	LF	(120.0)	\$ 45.50	\$ -	\$ (5,460.00)
24	24" HDPE N12 STORM DRAIN REPLACEMENT	LF	(120.0)	\$ 58.50	\$ -	\$ (7,020.00)
SUB - TOTAL STORM SEWER SYSTEM					\$ -	\$ (16,380.00)

D. STREET PAVING						
25	PAVEMENT REMOVAL (ASPHALT)	SY	0.0	\$ 10.40	\$ -	\$ -
26	PAVEMENT REPLACEMENT (3.5" ASPHALT)	SY	713.0	\$ 28.60	\$ 20,391.80	\$ -
26A	PAVEMENT REPLACEMENT (0.5" ASPHALT LEVELING COURSE)	TONS	0.0	\$ 129.80	\$ -	
26B	PAVEMENT REPLACEMENT (2.0" OVERLAY)	TONS	(226.8)	\$ 129.80	\$ -	\$ (29,432.15)
27	PAVEMENT REMOVAL (CONCRETE)	SY	0.0	\$ 26.00	\$ -	\$ -
28	PAVEMENT REPLACEMENT (4" CONCRETE)	SY	(90.0)	\$ 52.00	\$ -	\$ (4,680.00)
29	CRUSHED LIMESTONE	TONS	828.0	\$ 61.10	\$ 50,590.80	\$ -
30	CLAY GRAVEL	SY	(1,100.0)	\$ 5.20	\$ -	\$ (5,720.00)
SUB - TOTAL STREET PAVING					\$ 70,982.60	\$ (39,832.15)

E. MISCELLANEOUS ITEMS						
31	EROSION AND SEDIMENTATION CONTROL	LS	0.0	\$ 10,000.00	\$ -	\$ -
32	TRAFFIC CONTROL	LS	0.0	\$ 32,500.00	\$ -	\$ -
33	SEED & MULCH	ACRE	0.0	\$ 3,250.00	\$ -	\$ -
34	BERMUDA SOD	SY	(200.0)	\$ 6.50	\$ -	\$ (1,300.00)
35	MOBILIZATION	LS	0.0	\$ 39,000.00	\$ -	\$ -
36	LATENT SITE CONDITIONS - REMOVAL & REPLACEMENT OF UNACCEPTABLE MATER	CY	0.0	\$ 26.00	\$ -	\$ -
SUB - TOTAL MISCELLANEOUS ITEMS					\$ -	\$ (1,300.00)

SUMMARY						
A. EXCAVATION					\$ -	\$ (37,265.60)
B. SANITARY SEWER SYSTEM					\$ 35,300.00	\$ (2,047.50)
C. STORM SEWER SYSTEM					\$ -	\$ (16,380.00)
D. STREET PAVING					\$ 70,982.60	\$ (39,832.15)
E. MISCELLANEOUS ITEMS					\$ -	\$ (1,300.00)

TOTAL: \$ 106,282.60 \$ (96,825.25)

TOTAL ADJUSTMENT: \$ 9,457.35

ORIGINAL CONTRACT TOTAL: \$ 1,742,268.31

NET CHANGE BY PREVIOUS CHANGE ORDERS: \$ 127,209.22

NEW CONTRACT TOTAL: \$ 1,878,934.88



MEMORANDUM

To: Mayor and Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO

Date: August 5, 2025

Re: Request to Consider the Abandonment of Existing City/Street Right-of-Way, Landis Road, Formerly CR 356

Engineering has received a request that a portion of the existing City Right-of-Way of Landis Road (formerly CR 356) be abandoned and offered for sale to the adjacent land owner. The particular area is noted on the attached documents. The intent is to have the area absorbed into a proposed development, which is now under site-plan review.

Engineering has no objections to the abandonment.

105 SOUTH FRONT STREET
POST OFFICE BOX 7120
TUPELO, MISSISSIPPI 38802-7120
(662) 842-3871
FACSIMILE (662) 842-8450

215 FIFTH STREET NORTH
POST OFFICE BOX 1366
COLUMBUS, MISSISSIPPI 39703-1366
(662) 328-2316
FACSIMILE (662) 328-8035

MATTHEW M. MOORE
DIRECT (662) 234-4845
EMAIL: matt.moore@mitchellmcnutt.com



POST OFFICE BOX 947
OXFORD, MISSISSIPPI 38655
1216 VAN BUREN
OXFORD, MISSISSIPPI 38655
(662) 234-4845
FACSIMILE (662) 234-9071

200 JEFFERSON AVENUE
SUITE 920
MEMPHIS, TENNESSEE 38103
(901) 527-2585
FACSIMILE (901) 527-2361

200 SOUTH MONTGOMERY STREET
SUITE 202 - 203
STARKVILLE, MS 39759
(662) 270-6283
FACSIMILE (662) 842-8450

July 15th, 2025

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

Re: Abandonment of CR 356/Landis Road

Dear Ben:

As follow up to our recent conversation, I represent JWM Development, LLC, a Mississippi limited liability company and adjoining land owner of property lying north of and adjacent to County Road 356, also being known as Landis Road, (CR 356) in the City of Oxford. This road has been maintained previously by Lafayette County and since annexation of this portion of Lafayette County, it is now understood to be a public right-of-way of the City of Oxford. An Exhibit "A" is attached hereto setting out the portion of the road in question.

My client would like to request the City of Oxford to abandon this portion of CR 356 pursuant to Miss. Code Ann. (MCA) Section 27-37-3 and 21-37-7.

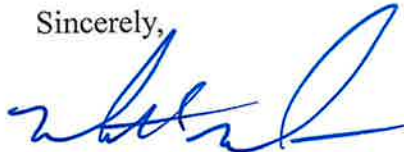
This portion of CR 356 is a small, dead-end road that enters into property owned by my client to the north and The Fin, LLC, a Mississippi limited liability company, to the south. The adjoining property owner to the south also desires to have this portion of CR 356 abandoned. The City of Oxford incurs costs and potential liability in maintaining and policing this road, it is not required for the public benefit or convenience, and the public would benefit from its closure and disposal, including, but not limited to, creating additional ad valorem tax revenue on the underlying property.

My client would further request that in the event the City of Oxford abandons this portion of CR 356, that it be afforded the opportunity to purchase the underlying title from the City pursuant to MCA Section 21-17-1(2) to allow the subject property to be further developed.

Ben Requet
City of Oxford, MS
July 15th, 2025
Page 2

Your prompt attention to this matter would be greatly appreciated and I look forward to working with you. Should you have any questions or need any additional information please contact me at your earliest convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Matthew M. Moore', with a stylized, flowing script.

Matthew M. Moore

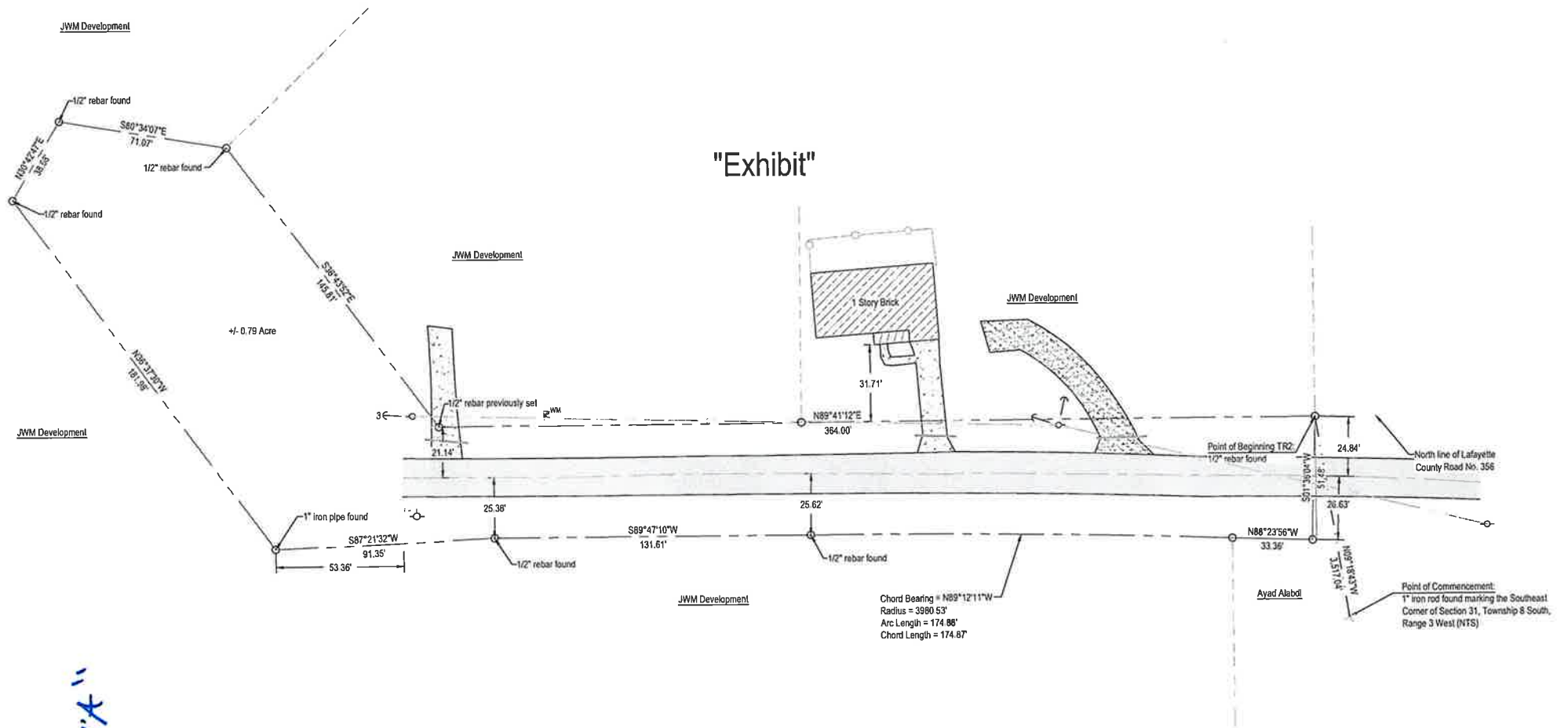
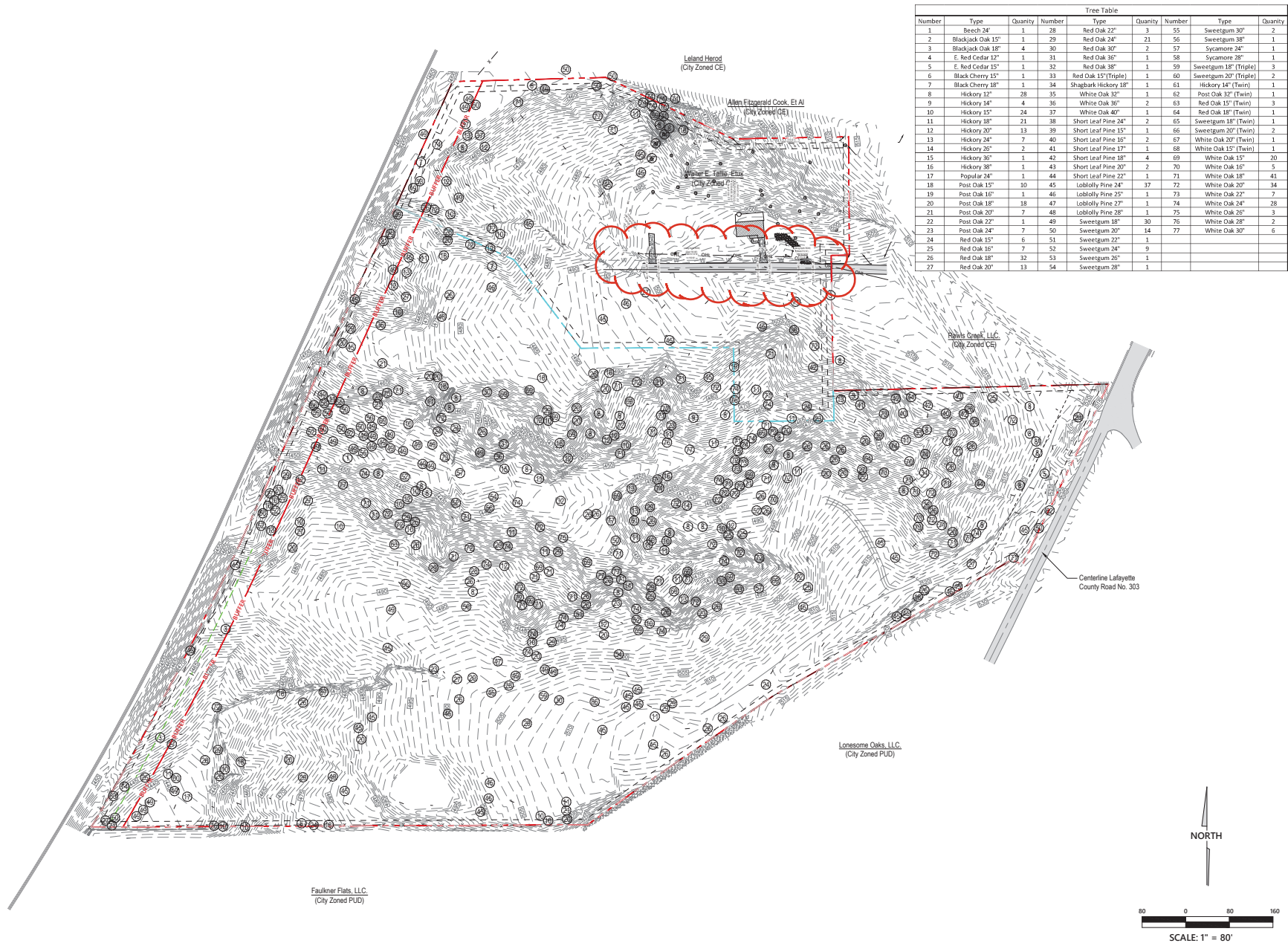


Exhibit "A"



JM ENGINEERING
AND DESIGN, LLC
OXFORD, MS
(662) 801-8803

EXISTING CONDITIONS
FINN - STUDENT HOUSING
OLD TAYLOR ROAD
CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY	JRM
CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	01/15/2025
SCALE	1" = 80'
REVISION	06/03/2025

C-200



MEMORANDUM

To: Mayor and Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO

Date: August 5, 2025

Re: Request Permission to Accept Low Quote,
Downtown Crosswalk Stamping and Painting

Engineering requests permission to accept the low quote of **Crossroads Decorative Pavement** in the amount of **\$72,000.00**, for the stamping and painting of the crosswalks around the square and adjacent areas. This project aims to have the crosswalks match those on East Jackson and at North Lamar Boulevard and Jefferson Avenue.

RE: Crosswalk Stamping

From Norman Nichols <nichols@oxfordms.net>

Date Wed 7/30/2025 2:43 PM

To John Crawley <john@oxfordms.net>

Cc Allison Ferris <allison@oxfordms.net>; Kevin Vanlandingham <kvanlandingham@oxfordms.net>; Russ Heard <rheard@oxfordms.net>; Ben Daniel <bdaniel@oxfordms.net>

 2 attachments (2 MB)

Downtown Asphalt Stamping-M.1_LETTER.pdf; Paul Black quote.pdf;

Attached low quote and the map Ben did

Paul Black low quote of \$72,000

Bulldog Construction quote of \$93,000

Paul Black did the previous stamp work on E. Jackson Ave.

He could arrive in September and coordinate work schedule w football, etc.

From: John Crawley <john@oxfordms.net>

Sent: Wednesday, July 30, 2025 8:13 AM

To: Norman Nichols <nichols@oxfordms.net>

Cc: Allison Ferris <allison@oxfordms.net>; Kevin Vanlandingham <kvanlandingham@oxfordms.net>; Russ Heard <rheard@oxfordms.net>

Subject: Crosswalk Stamping

Lets proceed with the low quote for crosswalk stamping in downtown

John



July 23, 2025

Norman Nichols, PE

107 courthouse Square

Oxford, MS 38655

RE: Creating crosswalks near the Square

We offer to stamp and color approximately 12,000 square feet of crosswalks on asphalt around or near the Square for \$72,000. The pattern is diagonal herringbone with double stacked brick borders. The colors are brick with white borders.

We do not include traffic control in that number. We need warm, dry weather (50 degrees and rising) for the coatings to cure properly and we need to keep traffic off the freshly applied coatings for 4 to 5 hours.

We only apply StreetBond 150 manufactured by GAF. StreetBond is the original water based epoxy color coating developed for asphalt. Other less expensive coatings are available but to my knowledge have not provided ASTM tests to prove as an equal. I have been an applicator since 1998 and have been certified continuously since 2004 meaning we apply the coatings as recommended. Decorative treatments to asphalt and concrete are all we do.

Please call if you have any questions about our service. We can provide many pictures of our work showing our detail if needed or references.

Thanks,

A handwritten signature in blue ink, appearing to read "Paul Black", with a stylized, flowing script.



OXFORD
ENGINEERING
DEPARTMENT

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

DOWNTOWN ASPHALT STAMPING

REVISIONS:

DATE: 07/29/25

DRAWN BY: BMD

SHEET TITLE:

WORK AREA MAP

SHEET NO.

M1.0





MEMORANDUM

To: Mayor and Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO, Steve Brunton, P.E.

Date: August 5, 2025

Re: Request Permission to Release Warranty Bond for Burroughs Restaurant Group, Guthrie's Chicken Oxford, MS

Due to utility conflicts during the construction of the discharge pipe from the underground detention basin at Guthrie's Chicken, a special doghouse structure was needed to connect the pipe to the City of Oxford's drainage pipe located along University Avenue. As part of the approval to make the connection, the City of Oxford required the Burroughs Restaurant Group to put up a warranty bond in the amount of \$46,436.00. The bond warranted the work for 1 year. At the end of the 1 year, they were required to do a video inspection of the City of Oxford's drain pipe and the connection. They have provided the engineering department with the video, and the engineering staff has reviewed the footage and accepted the connection. With the City of Oxford having accepted the connection, the Burroughs Restaurant Group is requesting the release of the warranty bond (Bond #:2331744).

Engineering recommends releasing the above-captioned warranty bond from Burroughs Restaurant Group.

WARRANTY BOND

BOND #:2331744

KNOWN ALL BY THESE PRESENTS, That we, Burroughs Restaurant Group, LLC, as Principal, and Swiss Re Corporate Solutions America Insurance Corporation, a corporation organized under the laws of the State of Missouri, as Surety, and authorized to transact the business of surety in the State of Mississippi, as Surety, are held and firmly bound unto City of Oxford, MS, as Obligee, in the just and full sum of Forty-Six Thousand Four Hundred and Thirty-Six Dollars (\$46,436.00) U.S. Dollars for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has applied for and received a permit to install certain infrastructure improvements in the Obligee's right-of-way, generally located at 1506 University Avenue, Oxford, MS, 38655, which improvements are connected and adjacent to and have the potential to affect certain elements of the Obligee's underground infrastructure.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the above bounden Principal has requested the City of Oxford, MS to permit, the following infrastructure improvements to Obligee's right-of-way:

The work is to remove a section of the existing City reinforced concrete storm drainage pipe and replace it with a cast-in-place concrete junction box. The junction box will connect to the privately owned stormwater management facility located on Principal's property by four (4) 8-inch PVC pipes. The four (4) 8-inch PVC pipes will run over the top of an existing City concrete electrical duct. The City will not own or maintain the four (4) 8-inch PVC pipes, they will be privately owned by the Principal.

The work shall also include the restoration of the curb and gutter, driveway, and sidewalk removed or damaged during the construction of the junction box. A video inspection of the junction box and pipes shall be done upon completion of construction. A copy of the video shall be submitted to the City's engineering department.

This bond is issued to guarantee the materials, workmanship, and installation of all publicly maintained infrastructure for the referenced project. Twelve (12) months after the permitted work has been completed, the Principal shall contact the City of Oxford's engineering department to schedule a Warranty Inspection. Once the infrastructure improvements have passed the warranty inspection, the Warranty Bond shall be released or monies refunded.

This bond shall have a term of 12 months commencing from the date of the initial inspection and shall be automatically renewed unless provided with a written release by the Obligee.

Now, therefore, the condition of this obligation is such that is the Principal and Surety shall indemnify the Obligee for all damage that the Obligee may sustain by reason of the Principal's failure to provide said warranty as described above, then this obligation shall be void, otherwise it shall remain in force until released by the Obligee.

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

Signed, sealed and dated this 1st day of July, 2022.

COUNTERSIGNED

BY: Tona J. Hunter
Tona J. Hunter Mississippi Resident Agent

Burroughs Restaurant Group, LLC

Principal

By: Tyane Burroughs
Tyane Burroughs, Managing Partner

Swiss Re Corporate Solutions America Insurance Corporation

By: Richard L. Powell, Jr.
Richard L. Powell, Jr., Attorney-in-Fact

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint:

JOSEPH MADDEN, III, RICHARD L. POWELL, SUZANN M. WEYMOUTH, COOPER W. PERMENTER, TONA J. HUNTER, RIC STALLINGS, MARK E. HARRIS,

DANIEL B. DICKENS, RICHARD L. POWELL, JR., MARK F. HARRIS and KEITH W. BROWN

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 9th of May 2012:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC



IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 29TH day of APRIL, 20 22

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation

On this 29TH day of APRIL, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 1st day of July, 20 22.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC



MEMORANDUM

To: Mayor and Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO, Rob Neely, P.E., General Manager, Oxford Utilities

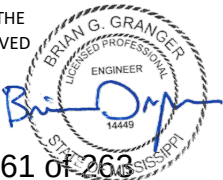
Date: August 5, 2025

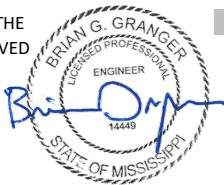
Re: Request to Accept Low Bid, Haley Well #2
South 16th Street

On Thursday, July 31, 2025, bids were opened for the above-captioned project. Engineering requests that the low base bid from the Donald Smith Company, for **\$2.78 million** be accepted. This project proposes drilling a new drinking water well at the existing Haley Well site on South 16th Street to supplement the existing well.

An additive alternate was also bid to dig a test well near the existing Bramlett Water Treatment plant. The bid for this alternate was \$274,000. Engineering recommends **NOT accepting** the additive alternate at this time.

This project is currently part of the Army Corps of Engineers Section 592 Program and is set reimbursement of \$1.7 million.

TABULATION OF BIDS - WAGGONER ENGINEERING, INC.				DONALD SMITH COMPANY, INC.		DOUBLE S, INC.	
City of Oxford Oxford Regional Water Supply - Haley Well No. 2 WEI Project No. 0020110.000				746 East Main Street Headland, AL 36345 COR #14810-MC		200 Houston Road Grenada, MS 38901 COR #12020-MC	
ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
BASE BID (HALEY WELL NO.2 & RAW WATER LINE)							
1	Mobilization, Demobilization	LS	1	\$ 160,000.00	\$ 160,000.00	\$ 250,000.00	\$ 250,000.00
2	Clearing & Grubbing	LS	1	\$ 83,350.00	\$ 83,350.00	\$ 75,000.00	\$ 75,000.00
3	Erosion Control	LS	1	\$ 27,750.00	\$ 27,750.00	\$ 25,000.00	\$ 25,000.00
4	Traffic Control	LS	1	\$ 11,250.00	\$ 11,250.00	\$ 15,000.00	\$ 15,000.00
5	Earthwork	LS	1	\$ 28,000.00	\$ 28,000.00	\$ 75,000.00	\$ 75,000.00
6	Borrow Excavation, AH, FME, Class B9-6	CY	400	\$ 27.00	\$ 10,800.00	\$ 35.00	\$ 14,000.00
7	Size 610 Crushed Limestone	CY	305	\$ 100.00	\$ 30,500.00	\$ 125.00	\$ 38,125.00
8	Geotextile Stabilization, Type V	SY	1,750	\$ 6.00	\$ 10,500.00	\$ 5.00	\$ 8,750.00
9	Curb Removal & Concrete Apron w/ Valley Gutter	LS	1	\$ 8,350.00	\$ 8,350.00	\$ 10,000.00	\$ 10,000.00
10	Ex. Manhole Adjustment	EA	1	\$ 2,250.00	\$ 2,250.00	\$ 2,500.00	\$ 2,500.00
11	HP Storm Pipe	LF	60	\$ 112.00	\$ 6,720.00	\$ 75.00	\$ 4,500.00
12	HP Storm Pipe Connection to Ex. 18" RCP w/ Pipe Coupler	EA	1	\$ 2,350.00	\$ 2,350.00	\$ 1,500.00	\$ 1,500.00
13	HP Storm Pipe 45 Degree Fitting	EA	1	\$ 1,115.00	\$ 1,115.00	\$ 2,500.00	\$ 2,500.00
14	31" x 51" Reinforced Concrete Arch Pipe Culvert, Class A III	LF	24	\$ 450.00	\$ 10,800.00	\$ 200.00	\$ 4,800.00
15	31" x 51" Reinforced Concrete End Section	EA	2	\$ 3,555.00	\$ 7,110.00	\$ 2,000.00	\$ 4,000.00
16	Loose Rip Rap, Size 200	TON	150	\$ 95.00	\$ 14,250.00	\$ 200.00	\$ 30,000.00
17	Geotextile Under Rip Rap	SY	200	\$ 6.00	\$ 1,200.00	\$ 5.00	\$ 1,000.00
18	Test Hole (300')	LS	1	\$ 95,000.00	\$ 95,000.00	\$ 250,000.00	\$ 250,000.00
19	Add/Deduct if Test Hole Depth is other than 300'	LF	1	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
20	Test Well (300')	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 300,000.00	\$ 300,000.00
21	Add/Deduct if Test Well Depth is other than 300'	LF	1	\$ 25.00	\$ 25.00	\$ 75.00	\$ 75.00
22	Permanent Potable Well (1000 gpm at 300')	LS	1	\$ 1,073,658.00	\$ 1,073,658.00	\$ 850,000.00	\$ 850,000.00
23	Add/Deduct if Permanent Well Depth is other than 300'	LF	1	\$ 65.00	\$ 65.00	\$ 100.00	\$ 100.00
24	Add/Deduct if Screen Length is other than 60'	LF	1	\$ 113.00	\$ 113.00	\$ 120.00	\$ 120.00
25	Add/Deduct if Well is other than 1000 gpm	GPM	1	\$ 5.00	\$ 5.00	\$ 50.00	\$ 50.00
26	Above Ground Piping and Appurtenances	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 75,000.00	\$ 75,000.00
27	12" DIP Raw Water Main	LF	430	\$ 138.00	\$ 59,340.00	\$ 150.00	\$ 64,500.00
28	12" DIP Raw Water Main, Asphalt Open Cut	LF	655	\$ 225.00	\$ 147,375.00	\$ 175.00	\$ 114,625.00
29	20" Steel Casing, Jack & Bore	LF	30	\$ 1,667.00	\$ 50,010.00	\$ 250.00	\$ 7,500.00
30	12" DIP Raw Water Main, Unencased Bore	LF	30	\$ 889.00	\$ 26,670.00	\$ 100.00	\$ 3,000.00
31	12" Gate Valve and Box	EA	2	\$ 8,890.00	\$ 17,780.00	\$ 7,500.00	\$ 15,000.00
32	12" Tapping Sleeve & Valve	EA	1	\$ 16,650.00	\$ 16,650.00	\$ 10,000.00	\$ 10,000.00
33	Connection to Ex. Raw Water Main	EA	1	\$ 4,445.00	\$ 4,445.00	\$ 15,000.00	\$ 15,000.00
34	Ductile Iron Fittings	LBS	4,100	\$ 22.20	\$ 91,020.00	\$ 15.00	\$ 61,500.00
35	Potholing (Locating Existing Utilities)	EA	10	\$ 555.00	\$ 5,550.00	\$ 2,500.00	\$ 25,000.00
36	Bollards	EA	6	\$ 557.00	\$ 3,342.00	\$ 1,500.00	\$ 9,000.00
37	Chainlink Fencing	LF	290	\$ 38.90	\$ 11,281.00	\$ 50.00	\$ 14,500.00
38	16' Double Gate	EA	2	\$ 2,223.00	\$ 4,446.00	\$ 2,000.00	\$ 4,000.00
39	Well Site: Electrical, Controls, & SCADA	LS	1	\$ 500,000.00	\$ 500,000.00	\$ 450,000.00	\$ 450,000.00
40	Generator	EA	1	\$ 60,000.00	\$ 60,000.00	\$ 125,000.00	\$ 125,000.00
TOTAL BASE BID					\$ 2,783,120.00		\$ 2,955,695.00
ADDITIVE ALTERNATE 1 (BRAMLETT TEST HOLE & TEST WELL)							
1	Test Hole (300')	LS	1	\$ 124,000.00	\$ 124,000.00	\$ 150,000.00	\$ 150,000.00
2	Add/Deduct if Test Hole Depth is other than 300'	LF	1	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
3	Test Well (300')	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 250,000.00	\$ 250,000.00
4	Add/Deduct if Test Well Depth is other than 300'	LF	1	\$ 25.00	\$ 25.00	\$ 120.00	\$ 120.00
TOTAL ADDITIVE ALTERNATE 1					\$ 274,075.00		\$ 400,170.00
TOTAL BASE BID AND ADDITIVE ALTERNATE 1					\$ 3,057,195.00		\$ 3,355,865.00
THIS IS TO CERTIFY THAT THIS IS A TRUE AND ACCURATE TABULATION OF BIDS FOR THE OXFORD REGIONAL WATER SUPPLY - HALEY WELL NO. 2 PROJECT THAT WERE RECEIVED BY THE CITY OF OXFORD AT 2:00 P.M. ON JULY 31, 2025. CERTIFIED BY: Brian Granger, PE, BCEE, Senior Discipline Manager							
							
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TABULATION OF BIDS - WAGGONER ENGINEERING, INC.				GRINDER, TABER & GRINDER, INC.	
City of Oxford Oxford Regional Water Supply - Haley Well No. 2 WEI Project No. 0020110.000				1919 Lynnfield Road Memphis, TN 38119 COR #07101-MC	
ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
BASE BID (HALEY WELL NO.2 & RAW WATER LINE)					
1	Mobilization, Demobilization	LS	1	\$ 1,136,329.24	\$ 1,136,329.24
2	Clearing & Grubbing	LS	1	\$ 48,400.00	\$ 48,400.00
3	Erosion Control	LS	1	\$ 15,730.00	\$ 15,730.00
4	Traffic Control	LS	1	\$ 13,310.00	\$ 13,310.00
5	Earthwork	LS	1	\$ 30,250.00	\$ 30,250.00
6	Borrow Excavation, AH, FME, Class B9-6	CY	400	\$ 60.50	\$ 24,200.00
7	Size 610 Crushed Limestone	CY	305	\$ 181.50	\$ 55,357.50
8	Geotextile Stabilization, Type V	SY	1,750	\$ 4.40	\$ 7,700.00
9	Curb Removal & Concrete Apron w/ Valley Gutter	LS	1	\$ 23,595.00	\$ 23,595.00
10	Ex. Manhole Adjustment	EA	1	\$ 4,840.00	\$ 4,840.00
11	HP Storm Pipe	LF	60	\$ 84.70	\$ 5,082.00
12	HP Storm Pipe Connection to Ex. 18" RCP w/ Pipe Coupler	EA	1	\$ 4,235.00	\$ 4,235.00
13	HP Storm Pipe 45 Degree Fitting	EA	1	\$ 1,815.00	\$ 1,815.00
14	31" x 51" Reinforced Concrete Arch Pipe Culvert, Class A III	LF	24	\$ 786.50	\$ 18,876.00
15	31" x 51" Reinforced Concrete End Section	EA	2	\$ 4,235.00	\$ 8,470.00
16	Loose Rip Rap, Size 200	TON	150	\$ 145.20	\$ 21,780.00
17	Geotextile Under Rip Rap	SY	200	\$ 4.40	\$ 880.00
18	Test Hole (300')	LS	1	\$ 104,500.00	\$ 104,500.00
19	Add/Deduct if Test Hole Depth is other than 300'	LF	1	\$ 55.00	\$ 55.00
20	Test Well (300')	LS	1	\$ 165,000.00	\$ 165,000.00
21	Add/Deduct if Test Well Depth is other than 300'	LF	1	\$ 27.50	\$ 27.50
22	Permanent Potable Well (1000 gpm at 300')	LS	1	\$ 1,181,023.80	\$ 1,181,023.80
23	Add/Deduct if Permanent Well Depth is other than 300'	LF	1	\$ 71.50	\$ 71.50
24	Add/Deduct if Screen Length is other than 60'	LF	1	\$ 124.30	\$ 124.30
25	Add/Deduct if Well is other than 1000 gpm	GPM	1	\$ 5.50	\$ 5.50
26	Above Ground Piping and Appurtenances	LS	1	\$ 82,500.00	\$ 82,500.00
27	12" DIP Raw Water Main	LF	430	\$ 147.73	\$ 63,523.90
28	12" DIP Raw Water Main, Asphalt Open Cut	LF	655	\$ 345.40	\$ 226,237.00
29	20" Steel Casing, Jack & Bore	LF	30	\$ 501.60	\$ 15,048.00
30	12" DIP Raw Water Main, Unencased Bore	LF	30	\$ 484.00	\$ 14,520.00
31	12" Gate Valve and Box	EA	2	\$ 9,075.00	\$ 18,150.00
32	12" Tapping Sleeve & Valve	EA	1	\$ 18,755.00	\$ 18,755.00
33	Connection to Ex. Raw Water Main	EA	1	\$ 5,445.00	\$ 5,445.00
34	Ductile Iron Fittings	LBS	4,100	\$ 22.00	\$ 90,200.00
35	Potholing (Locating Existing Utilities)	EA	10	\$ 605.00	\$ 6,050.00
36	Bollards	EA	6	\$ 726.00	\$ 4,356.00
37	Chainlink Fencing	LF	290	\$ 92.09	\$ 26,706.10
38	16' Double Gate	EA	2	\$ 3,300.00	\$ 6,600.00
39	Well Site: Electrical, Controls, & SCADA	LS	1	\$ 772,200.00	\$ 772,200.00
40	Generator	EA	1	\$ 82,500.00	\$ 82,500.00
TOTAL BASE BID					\$ 4,304,448.34
ADDITIVE ALTERNATE 1 (BRAMLETT TEST HOLE & TEST WELL)					
1	Test Hole (300')	LS	1	\$ 175,578.73	\$ 175,578.73
2	Add/Deduct if Test Hole Depth is other than 300'	LF	1	\$ 63.25	\$ 63.25
3	Test Well (300')	LS	1	\$ 189,750.00	\$ 189,750.00
4	Add/Deduct if Test Well Depth is other than 300'	LF	1	\$ 31.63	\$ 31.63
TOTAL ADDITIVE ALTERNATE 1					\$ 365,423.61
TOTAL BASE BID AND ADDITIVE ALTERNATE 1					\$ 4,669,871.95
THIS IS TO CERTIFY THAT THIS IS A TRUE AND ACCURATE TABULATION OF BIDS FOR THE OXFORD REGIONAL WATER SUPPLY - HALEY WELL NO. 2 PROJECT THAT WERE RECEIVED BY THE CITY OF OXFORD AT 2:00 P.M. ON JULY 31, 2025.				CORRECTED TOTAL	
CERTIFIED BY: Brian Granger, PE, BCEE, Senior Discipline Manager					



143-A LeFleurs Square
Jackson, MS 39211



601-355-9526



601-352-3945

August 1, 2025

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

RE: **Recommendation of Award**
Oxford Regional Water Supply - Haley Well No. 2
WEI# 0020110.000

Dear Mrs. Tannehill:

We are pleased to submit to you our conclusions and recommendations regarding award of the contract for the Oxford Regional Water Supply - Haley Well No. 2 project. Bids were opened in the First Floor Conference Room at 107 Courthouse Square in Oxford, MS on Thursday, July 31, 2025, at 2:00 P.M. A copy of the Certified Tabulation of Bids is attached.

The proper proposal documentation, including bond, appears to be in order as required by the contract documents.

Therefore, we recommend that award of the contract be made to Donald Smith Company, Inc. in the amount of \$3,057,195.00 which includes the Base Bid plus Additive Alternate No. 1.

Thank you for this opportunity to be of service to you.

Sincerely,

Brian Granger, PE, BCEE
Sr. Discipline Manager - Water & Wastewater

Attachment

cc: Bart Robinson, Waggoner Engineering, Inc.
John Crawley, City of Oxford - City Engineer
Norman Nichols, City of Oxford - Assistant City Engineer
Rob Neely, Oxford Utilities - General Manager