



AGENDA

City of Oxford

Board of Aldermen

Regular Meeting

Tuesday, August 19, 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 of the Regular Meeting on August 5, 2025, the Special Meeting on August 11, 2025, and the Special Meeting on August 18, 2025. (Ashley Atkinson)

Attachments

- 1. [Draft_08052025_minutes.pdf](#)
- 2. [Draft_08112025_minutes.pdf](#)
- 3. [Draft_08182025_Sp_Minutes.pdf](#)

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

3. Consider the consent agenda:

3.a. Fixed Asset Management:

- i. Request permission to accept ownership of a 2017 Nissan Maxima, with VIN 1N4AA6AP7HC362648 and a Taurus 9mm handgun, with SN ACL485806 seized by Metro Narcotics, pursuant to Agreed Order of Forfeiture. (Alex Fauver)
- ii. Request permission to declare a Taurus 9mm handgun, with SN ACL485806 surplus in the Oxford Police Department - Metro Narcotics Division and authorize its disposal. (Alex Fauver)
- iii. Request permission to declare a 2014 Chevrolet SK1 truck, with VIN 3GCUKPEH0EG534749 and a 2014 Chevrolet SK1 truck with VIN 3GCUKPEH0EG534153 surplus in the Oxford Utilities-Electric Division and authorize their disposal. (Rob Neely)

- iv. Request permission to declare a 2008 Ford F150, with VIN 1FTRF12WX8KC86842, a Cybex Elliptical Arc Trainer, with asset tag 3464, a Cybex Elliptical Arc Trainer, with asset tag 3463, a 1998 Ford Ranger, with VIN 1FTYR14X3WPA50588, and a Life Fitness Cycle, with asset tag 3459 surplus in the Oxford Park Commission and authorize their disposal. (Seth Gaines)
- v. Request permission to declare a 2019 Apple iMac, with SN D25Y14TGJ1GP and asset tag 2858/ WASP tag 22718 surplus in the Development Services- Planning Department and authorize its disposal. (Ben Requet)
- vi. Request permission to declare a black Dell Latitude E6420 laptop, with SN 8BWV1, a Fujitsu ScanSnap Scanner, with SN A04B078833, a Gateway M685- E Laptop, with SN 0038614447 and asset tag 1533, an HP Color LaserJet Pro M452dw printer, with SN CF388-60113, an HP LaserJet P2035 printer, with SN VNB3B63619, an HP LaserJet Pro M402n printer, with SN PHBHF69092, a Sony DCR-SX85 Digital Video Camera Recorder, with SN 1274209, a Sharp MX-4101N Copier, with SN 95006167 surplus in the City Clerk's Office/ Multiple Departments and authorize their disposal. (Ashley Atkinson)
- vii. Request permission to transfer a surplus 2019 Dodge Charger, with VIN 2C3CDXAG8KH547008, to the Lexington Police Department, based on the finding that it is in the best interest of the taxpayers of the State of MS. (Jeff McCutchen)

Attachments

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

3.b. Grants:

- i. Request permission to accept the FY2025-2026 MOHS 402-Police Traffic Services grant, in the amount of \$21,960.50. (Jeff McCutchen)
- ii. Request permission to accept the FY2025-2026 MOHS 405D-Alcohol and Drug grant, in the amount of \$163,441.82. (Jeff McCutchen)
- iii. Request permission to accept a grant from the Department of Public Safety, Office of Homeland Security, Grant No. 25HS286, in the amount of \$27,000.00, for the Oxford Fire Department. (Joey Gardner)

Attachments

- 1. [OXFORD 402 POLICE TRAFFIC SERVICES - FY26 Grant Agreement sent to BOA.pdf](#)
- 2. [OXFORD 405D ALCOHOL AND DRUG - FY26 Grant Agreement to send to BOA.pdf](#)

3.c. Human Resources:

- i. Request permission to accept the resignation of Marie Matthews in the Municipal Court Department, effective August 7, 2025. (Braxton Tullos)
- ii. Request permission to accept the resignation of Caitlan McLarty in the City Clerk's Office, effective August 31, 2025. (Braxton Tullos)
- iii. Request permission to accept Abigail Gacek, Antonella Rescigno, Grace Cecchini, Emily Woodruff, Helen Tremble, Haley Rivers, Joseph Vozniak, Olivia Helmke, Kyra Jones, Kelly Blackburn, and Shannon Anderson as unpaid interns for the fall semester at the Oxford

- Police Department. (Braxton Tullos)
- iv. Request permission to accept the resignation of Ajaluah Caldwell, in the Oxford Police Department, effective August 7, 2025. (Braxton Tullos)
 - v. Request permission to hire Nolan Chaney- Long and Caylynn Scott as Part- Time Communications Officers in the Oxford Police Department, each with an hourly rate of \$17.10. (Braxton Tullos)
 - vi. Request permission to hire Dylan Edwards as a Communications Officer, with an annual salary of \$37,575.24, and to hire Seth Hunter as a PACE Officer, with an annual salary of \$40,253.24, and to hire Cody Conner as a Patrol Officer, with an annual salary of \$52,531.65 in the Oxford Police Department. (Braxton Tullos)
 - vii. Request permission to promote LaTessa Salter from Communications Officer to Lead TAC Communications Officer in the Oxford Police Department, with a new annual salary of \$43,307.83, effective August 21, 2025. (Braxton Tullos)
 - viii. Request permission to transfer Part-time employee, Annslee Martin, from the Oxford Park Commission to the mTrade Park Department, as a Concessionaire, with an hourly rate of \$12.00. (Braxton Tullos)
 - ix. Request permission to approve Abdullah Elhawy as an unpaid intern for the Development Services Department. (Braxton Tullos)
 - x. Request permission to accept the resignation of Micah Uline in the Stronger Together Oxford Department, effective August 18, 2025. (Braxton Tullos)
 - xi. Request permission to transfer Landon Hudson from the Environmental Services Department to the Buildings & Grounds department, as a Full-Time Grounds Worker, with an annual salary of \$35,568.00 and to promote Omari Frierson from Part-time Driver to Driver in the Environmental Services Department, with a new annual salary of \$43,680.00; and to promote Lukas Vanlandingham from Part-time Laborer to Laborer in the Environmental Services Department, with an annual salary of \$35,568.00. (Braxton Tullos)
 - xii. Request permission to approve volunteers for the Oxford ARC. (Kelli Briscoe)
 - xiii. Request permission to approve SaLayah Freeman as an unpaid intern for the Oxford Municipal Court. (Braxton Tullos)
 - xiv. Request permission to hire Keith Ray, as a Building Inspector, in the Development Services- Building Department, with an annual salary of \$62,500.00. (Braxton Tullos)

3.d. Miscellaneous:

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

3.e. Travel Requests:

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

4. Regular Agenda: Other Departments

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

Attachments

1. [extension Request Oxford.pdf](#)
2. [8-19-2025 Amended Contract OUT.pdf](#)

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

Attachments

1. [Copy of Quarterly report Q3 24-25 seth.pdf](#)

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

Attachments

1. [mTrade- Purchase Agreement- FungoMan.pdf](#)
2. [mTrade- Purchase Agreement- HitTrax.pdf](#)
3. [mTrade- Quote- FungoMan.pdf](#)
4. [mTrade- Quote- HitTrax.pdf](#)

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

Attachments

1. [OFD_code_changes.pdf](#)

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

Attachments

1. [OU Item #4.pdf](#)

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

5. Regular Agenda: Police Department

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

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

Attachments

1. [2025 parade permit OHS.pdf](#)

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

6. Regular Agenda: Development Services-Planning Department

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

Attachments

1. [3247 MBoA.pdf](#)

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

Attachments

1. [3251 MBoA.pdf](#)

- 6.c. Second Reading and Public Hearing on a proposed Ordinance amending the Zoning Map for Case

#3234 by Snider Development, LLC (Greg Snider), to rezone +/- 10 acres from Suburban Residential (SR) to Neighborhood Residential (NR) for property located on Northwood Trails and Christman Road, being further identified as PPIN 27674. (Ben Requet)

Attachments

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

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

Attachments

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

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

Attachments

1. [3253 MBoA First Reading.pdf](#)

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

Attachments

1. [3254 MBoA First Reading.pdf](#)

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

Attachments

1. [3255 MBoA First Reading.pdf](#)

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

7. Regular Agenda: Development Services-Engineering Department

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

Attachments

1. [Memo - Request Permission for Mayor to Execute Contract Documents Contract A- Anderson Wells No. 3 and No.4.pdf](#)

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

Attachments

1. [Memo - Request Permission for Mayor to Execute Contract Documents Contract B - Anderson Road Water Treatment Plant.pdf](#)

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

Attachments

1. [Memo - Request Permission for Mayor to Sign Task Order No. 14 - Combined.pdf](#)

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

Attachments

1. [Memo - Request for Sunday Work in September for 1669 Bainbridge - Combined.pdf](#)

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

Attachments

1. [Memo - Request Acceptance of Infrastructure Oxford Commons Phase 1 Lot 4 - Combined.pdf](#)

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

Attachments

1. [Memo - Request Approval for Safety Project on West Jackson Avenue at Chick Fil A.pdf](#)

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

Attachments

1. [Memo - Request Permission for Mayor to Execute Engineering Agreement.pdf](#)

2. [engineering agreement E and B.pdf](#)

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

Attachments

1. [Memo - Request Permission for Mayor to Sign Contract for Purchase - Davis Estate - Combined.pdf](#)

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

Attachments

1. [Request to Consider Abandoning Landis Road ROW.pdf](#)

8. Regular Agenda: Closing the Meeting

8.a. Consider an executive session.

8.b. Adjourn.



MINUTES

City of Oxford

Board of Aldermen

Regular Meeting

Tuesday, August 05, 2025 at 05:00 PM

City Hall Courtroom

1. Opening the Meeting

1.a. Call to Order.

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

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

Mayo Mallette, PLLC- Of Counsel
Ashley Atkinson- City Clerk
Hollis Green- Chief Operating Officer
Mark Levy- General Government
Braxton Tullos- Human Resources Director-absent
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 Crowe to adopt the agenda for the meeting. 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 15, 2025 and the Recess Meeting on July 18, 2025. (Ashley Atkinson)

Agenda Attachments

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

It was moved by Alderman Howell-Atkinson, seconded by Alderman Smith to approve the minutes from the Regular Meeting on July 15, 2025 and the Recess Meeting on July 18, 2025. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to approve the accounts for all city departments including a claims docket showing General Fund claims numbered 137255-137485 and ACHs 277-281, Water & Sewer claims numbered 40210-40251 and ACHs 249-251, Trust & Agency claims numbered 53189-53257 and ACHs 183-189, Metro Narcotics claims numbered 9216-9223 and ACHs 85-87, OPC Activity Fund claims numbered 4289-4319, a Bond & Interest claim numbered 7033, and a SB2468 claim numbered 1006, and totaling \$3,505,127.47. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

2.c. Request permission to approve a list of budget amendments and re-allocations. (Ashley Atkinson)

Agenda Attachments

1. [Amendments_Reallocations_08052025.pdf](#)

It was moved by Alderman Smith, seconded by Alderman Taylor to approve a list of budget amendments and re-allocations. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

Agenda Attachments

1. [New_Natl_Opioid_Settlement.pdf](#)

It was moved by Alderman Smith, seconded by Alderman Taylor to participate in the new National Opioid Settlement. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

3. Consider the consent agenda:

3.a. Fixed Asset Management:

- i. Request permission to 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)

Agenda 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)

Agenda 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)

Agenda 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)

Agenda Attachments

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

Aldermen Crowe and Howell-Atkinson recused themselves and left the meeting at this time.

It was moved by Alderman Bailey, seconded by Alderman Huelse to accept the FY 2025-2026

Budget Request from the Oxford Separate School District, with no change in the required millage. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

Agenda Attachments

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

Aldermen Crowe and Howell-Atkinson returned to the meeting.

It was moved by Alderman Bailey, seconded by Alderman Smith to approve a contract with IDEMIA for the purchase of LiveScan equipment for the Oxford Municipal Court. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

Agenda Attachments

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

It was moved by Alderman Hyneman, seconded by Alderman Bailey to appoint Charles Broun to the Oxford Transit Commission Board. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

It was moved by Alderman Bailey, seconded by Alderman Huelse to appoint Alderman Crowe as a backup Mayor Pro-Tempore, who will serve in the absence of the Mayor and Mayor Pro-Tempore Bailey. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

5. Regular Agenda: Police Department

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

Agenda Attachments

1. [Permit_HC_Parade_UM.pdf](#)

It was moved by Alderman Bailey, seconded by Alderman Hyneman to approve a Parade/Assembly permit for the Student Activities Association to host the Ole Miss Homecoming Parade on October 10, 2025 from 5:15pm-7:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 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)

Agenda Attachments

1. [Permit_Trunk_or_Treat.pdf](#)

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

- 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)

Agenda Attachments

1. [Permit_Chamber_5k.pdf](#)

It was moved by Alderman Crowe, seconded by Alderman Huelse to approve a Parade/Assembly permit for the Chamber of Commerce to host The Run of Champions 5K on October 4, 2025 from 6:30pm-8:30pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 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)

Agenda Attachments

1. [Permit_Nicholas_Air_5k.pdf](#)

It was moved by Alderman Bailey, seconded by Alderman Crowe to approve a Parade Assembly permit for Nicholas Air to host a 5K Run on October 25, 2025 from 9:00am-12:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 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)

Agenda Attachments

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

It was moved by Alderman Hyneman, seconded by Alderman Howell-Atkinson 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. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6. Regular Agenda: Development Services-Planning Department

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

Agenda Attachments

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

After calling for public comments and receiving none, it was moved by Alderman Bailey, seconded by Alderman Smith to approve Ordinance 2025-7, amending Chapter 2-Administration, of the Code of Ordinances of the City of Oxford, Mississippi. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

- 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)

Agenda Attachments

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

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

- 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)

Agenda Attachments

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

Alderman Bailey returned to the meeting.

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

- 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)

Agenda Attachments

1. [3238 MBoA.pdf](#)

It was moved by Alderman Hyneman, seconded by Alderman Howell-Atkinson to approve 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. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 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)

Agenda Attachments

1. [3237 MBoA.pdf](#)

It was moved by Alderman Hyneman, seconded by Alderman Bailey to approve (subject to stormwater regulations) 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. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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)

Agenda Attachments

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

It was moved by Alderman Bailey, seconded by Alderman Smith to authorize a contract, in the amount of \$388,760.00 with Jubilee Decor, LLC for commercial Christmas decorations for Holly Jolly Holidays. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

Agenda Attachments

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

It was moved by Alderman Crowe, seconded by Alderman Bailey to approve Change Order #1 to TM Productions, LLC, in the amount of \$15,825.00, for the Woodlawn Davis Park Trail Extension. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

Agenda Attachments

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

It was moved by Alderman Hyneman, seconded by Alderman Huelse to approve a professional services contract, in the amount of \$5,950.00, with Precision Engineering, Inc. for the City of Oxford Pickleball Park Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

Agenda Attachments

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

It was moved by Alderman Bailey, seconded by Alderman Howell-Atkinson to authorize a contract, in the amount of \$1,412,000.00, with Century Construction for the Oxford City Hall Renovations Project. All the aldermen present voting aye, Mayor Tannehill declared the

motion carried.

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

Agenda Attachments

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

It was moved by Alderman Howell-Atkinson, seconded by Alderman Bailey to accept the bids received and authorize a contract with BCI, in the amount of \$100,456.99, for the Activity Center Campus Camera System Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

Agenda Attachments

1. [Century construction working hours.pdf](#)

It was moved by Alderman Bailey, seconded by Alderman Hulse to approve extended working hours for Century Construction for Interior Renovations to City Hall, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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)

Agenda Attachments

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

It was moved by Alderman Bailey, seconded by Alderman Hulse to advertise for the 2025-2026 Materials Bids for the City of Oxford, MS. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

Agenda Attachments

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

It was moved by Alderman Hyneman, seconded by Alderman Hulse to advertise for bids for the drainage improvements projects on South 11th Street, Fillmore Avenue, and Lincoln Avenue. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 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)

Agenda Attachments

1. [Memo - Request to Release Performance Bond For The Heights Phase 5 and Accept Warranty Bond - Combined.pdf](#)

It was moved by Alderman Bailey, seconded by Alderman Smith to release the performance bond and accept the warranty bond from Oxford Commons III, LLC for The Heights, Phase 5. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 8.d. Request permission for the mayor to execute contract documents for the North Lamar/Molly Barr Road Roundabout Project. (John Crawley)

Agenda Attachments

1. [Memo - Request Permission for Mayor to Execute Contract Documents for North Lamar Molly Barr Roundabout.pdf](#)

It was moved by Alderman Bailey, seconded by Alderman Crowe to approve and authorize the Mayor to execute contract documents with Phillips Contracting, Inc., in the amount of \$2,578,699.50, for the North Lamar/Molly Barr Roundabout Project. All the aldermen present

voting aye, Mayor Tannehill declared the motion carried.

- 8.e. Request permission for the mayor to execute contract documents for the City of Oxford Micro-Surfacing 2025 Project. (John Crawley)

Agenda Attachments

1. [Memo - Request Permission for Mayor to Execute Contract Documents for City of Oxford Micro-Surfacing 2025 Project - Combined.pdf](#)

It was moved by Alderman Bailey, seconded by Alderman Huelse to approve and authorize the Mayor to sign the contract documents with Vance Brothers, Inc., in the amount of \$399,678.96, for the City of Oxford Micro-Surfacing 2025 Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 8.f. Request permission to execute an agreement for AAA Holdings and the City of Oxford, MS. (John Crawley)

Agenda Attachments

1. [Memo - Request Permission to Execute Agreement for AAA Holdings - Combined.pdf](#)

It was moved by Alderman Huelse, seconded by Alderman Hyneman to execute an agreement between AAA Holdings and the City of Oxford, MS for upgrades to existing street infrastructure along North Lamar Boulevard in front of NAPA Autoparts. All of the proposed upgrades are to be paid for by AAA Holdings. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 8.g. Consider a request for approval of special overnight work hours for the Whirlpool Well No. 3 Project. (John Crawley)

Agenda Attachments

1. [Memo - Request Permission to Work Special Hours for Whirlpool Well 3.pdf](#)

It was moved by Alderman Hyneman, seconded by Alderman Taylor to approve special overnight work hours for the Whirlpool Well No. 3 Project. If any complaints are received from the surrounding property owners, this approval will be re-evaluated. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 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)

Agenda Attachments

1. [Memo - Request Permission for Special Work Hours for The Rise - Combined.pdf](#)

It was moved by Alderman Bailey, seconded by Alderman Huelse to approve a request from Patton and Taylor Enterprises for special work hours for The Rise, located on Oxford Way. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 8.i. Consider request for approval of Change Order No. 3 for the North Lamar Sewer Project. (John Crawley)

Agenda Attachments

1. [Memo - Request to Approve CO3 for North Lamar Sewer Project - Combined.pdf](#)

It was moved by Alderman Bailey, seconded by Alderman Crowe to approve Change Order No. 3, to Axis Site Work, LLC, in the amount of \$9,457.35, for the North Lamar Sewer Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 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)

Agenda Attachments

1. [Memo - Request to Abandon Landis Road ROW- Combined.pdf](#)

After a brief discussion, it was moved by Alderman Hyneman, seconded by Alderman Bailey to table this item until a future meeting. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 8.k. Consider a request to accept the low quote for the Crosswalk Stamping Project in Downtown Oxford. (John Crawley)

Agenda Attachments

1. [Memo - Request Permission to Accept the Low Quote for Crosswalk Stamping in Downtown-Combined.pdf](#)

It was moved by Alderman Huelse, seconded by Alderman Crowe to accept the low quote, in the amount of \$72,000.00, from Crossroads Decorative Pavement, for the Crosswalk Stamping Project in Downtown Oxford. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 8.l. Request permission to release the warranty bond for Burroughs Restaurant Group for Guthrie's Chicken. (John Crawley)

Agenda Attachments

1. [Memo - Request to Release Warranty Bond for Burroughs Restaurant Group - Guthrie's Chicken - Combined.pdf](#)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to release the warranty bond for the Burroughs Restaurant Group for Guthrie's Chicken. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 8.m. Request permission to accept the bids received for the Haley Well No. 2 Project. (John Crawley)

Agenda 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](#)

It was moved by Alderman Huelse, seconded by Alderman Hyneman to accept the bids received for the Haley Well No. 2 Project, pending Army Corps of Engineers approval. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

9. Regular Agenda: Closing the Meeting

9.a. Consider an executive session.

It was moved by Alderman Hyneman, seconded by Alderman Smith to consider an executive session for matters related to personnel, potential litigation, and property ownership. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Smith to enter into an executive session for a personnel matter in the Buildings & Grounds Department, a matter of potential litigation related to a utility bill adjustment, a matter of potential litigation related to a contract, a matter of potential litigation related to a proposed road, a matter of property ownership related to city-owned property, and a matter of property ownership related to City ROW. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Huelse, seconded by Alderman Bailey to approve a payment of \$965.16 to Todd Roth for the settlement of an Oxford Utilities Water & Sewer Bill Adjustment, as per policy. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Howell-Atkinson to send a letter to Williams Engineering to terminate a contract for the North Lamar Plan. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Hyneman, seconded by Alderman Huelse to move ahead with a plan for a proposed road connecting Oxford Way to Belk Boulevard, based on the drawing of the diagonal road (not the curved road) and to approve an offer to BMH-NMS for the appraised value of the property needed for the construction of the road and to authorize the City Engineer to draw up a description of the property to be considered for the construction of the approved road design. All the aldermen present voting aye, Mayor Tannehill declared

the motion carried.

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

It was moved by Alderman Bailey, seconded by Alderman Hyneman to follow the recommendation of the HR Department and suspend Buildings & Grounds employee, Xavier Houston, for five days for violation of City policy. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

It was moved by Alderman Bailey, seconded by Alderman Crowe to recess the meeting until Wednesday, August 6, 2025 at 9:00am. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk-Finance Director



MINUTES

City of Oxford

Board of Aldermen

Special Meeting

August 11, 2025 at 04:00 PM

City Hall Courtroom

1. Opening the meeting.

1.a. Call to Order.

The Special Meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi, was called to order by Mayor Tannehill at 4:00pm on Monday, August 11, 2025 in the courtroom of Oxford City Hall when and where the following were present:

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

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 Howell-Atkinson, seconded by Alderman Hyneman to adopt the agenda for the meeting. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

2. New Business

2.a. Discuss overnight work at The Magnolia.

Due to a complaint received, the previously approved overnight work at The Magnolia was stopped. Johnathan Hill, representing Century Construction, has asked the Board for approval for one more overnight concrete pour for late Wednesday night/early Thursday morning of this week (weather permitting). An alternate date would be Monday or Tuesday of the following week. This will be the last concrete pour needed for the project.

Alderman Crowe arrived to the meeting (in person).

The Board asked Johnathan to notify the surrounding neighbors of the concrete pour and he said that he would. After some discussion, it was moved by Alderman Hyneman, seconded by Alderman Crowe to approve the request for an overnight concrete pour at The Magnolia on August 12th and August 13th, with a rain date of August 18th and August 19th. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 2.b. Discuss closing Chickasaw Road from Molly Barr Road to CR 180 (Huggins Drive) to install a water tap and a sewer line. (John Crawley)

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

There is a water tap and sewer line that has to be installed for a development on Chickasaw Road. After some discussion, it was moved by Alderman Crowe, seconded by Alderman Howell-Atkinson to completely close the road on Wednesday (weather permitting) or Monday of next week, if it rains too much. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

- 2.c. Consider a request from the Buildings & Grounds Department to work overnight in the Parking Garage on 8/12-8/14/2025 from 11:00pm-7:00am and 8/18 and 8/19, if needed, for power washing and cleaning. (Mike Grant)

Alderman Bailey returned to the meeting.

It was moved by Alderman Taylor, seconded by Alderman Howell-Atkinson to approve overnight work hours for 8/12-8/14/2025 from 11:00pm-7:00am and 8/18 and 8/19, if needed, for power washing and cleaning in the downtown parking garage. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

3. Closing the meeting.

- 3.a. Consider an executive session.

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

It was moved by Alderman Bailey, seconded by Alderman Hyneman to enter into an executive session for personnel matters in all city departments. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

The City Clerk and HR Director left the meeting at this time.

It was moved by Alderman Huelse, seconded by Alderman Crowe to adjust the salary of Police Chief, Jeff McCutchen, to \$135,000.00, to adjust the salary of Fire Chief, Joey Gardner, to \$125,000.00, to adjust the salary of Environmental Services Superintendent, Amberlyn Liles, to \$110,000.00, and to adjust the salary of the Emergency Management Director, Shane Fortner, to \$93,783.56, all changes effective October 1, 2025. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

- 3.b. Adjourn.

It was moved by Alderman Hyneman, seconded by Alderman Crowe 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



MINUTES

City of Oxford

Board of Aldermen

Special Meeting

August 18, 2025 at 11:00 AM

City Hall Courtroom

1. Opening the meeting.

1.a. Call to Order.

The Special Meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi, was called to order by Mayor Tannehill at 11:00am on Monday, August 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
Kesha Howell-Atkinson, Alderman Ward IV
Preston Taylor, Alderman Ward V
Jason Bailey, Alderman Ward VI
Mary Martha Crowe, Alderman-At-Large

Pope Mallette, City Attorney-absent
Paul Watkins, City Attorney-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. New Business

2.a. Discuss the FY 2025-2026 budget.

It was moved by Alderman Bailey, seconded by Alderman Crowe to approve the Community Promotions budget, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Huelse, seconded by Alderman Bailey to approve two new driver positions in the Environmental Services Department for the 2025-2026 fiscal year. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

3. Closing the meeting.

3.a. Consider an executive session.

It was moved by Alderman Bailey, seconded by Alderman Crowe 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 Huelse, 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.

It was moved by Alderman Huelse, seconded by Alderman Bailey to offer \$62,500.00 to a prospective employee, for the Building Inspector position. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Smith to advertise for a Chief Financial Officer, with a salary range of \$150,000-\$200,000.00. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Huelse to allow the Police Department to hire an additional Patrol Officer position. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Smith to follow the recommendation of the HR Director and terminate the employment of Buildings & Grounds employee, Jamaris Mason, for violation of City policy. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

3.b. Adjourn.

It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to adjourn the meeting. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk

JUN 31 2025

JEFF BUSBY
CIRCUIT CLERK

D.C.

IN THE CIRCUIT COURT OF LAFAYETTE COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI, EX REL.
LAFAYETTE COUNTY MULTI-JURISDICTIONAL
METRO NARCOTICS UNIT

PLAINTIFF(S)

VS.

CAUSE NO.: L22-382

TYSON HAIRSTON

AGREED ORDER OF FORFEITURE

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

1.

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

2.

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

3.

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

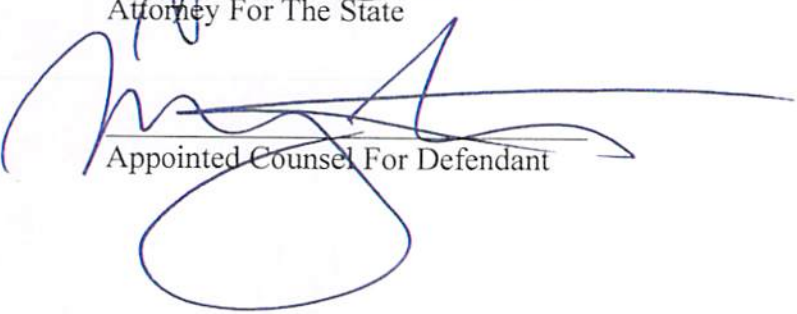
- a. Two Thousand Four Hundred Forty-Eight Dollars (\$2,448.00) will be returned to Tyson Hairston.
- b. All other US Currency and personal property seized, will be forfeited in accordance with the filed Petition for Forfeiture and the laws of the State of Mississippi controlled such forfeitures.
- c. All criminal charges against Tyson Hairston in Lafayette County, Mississippi, that have not already been resolved by way of guilty plea, will be dismissed with prejudice.

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


CIRCUIT COURT JUDGE

Agreed:


Attorney For The State


Appointed Counsel For Defendant



THE CITY OF
OXFORD

SURPLUS FORM

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

Date of Request: 8/14/2025

Department that owns Fixed Asset: Metro Narcotics

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

Physical Location of Asset: Metro Narcotics

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

Taurus 9mm Handgun \

Make Model Year

ACL485806 \

VIN / Serial Number Color

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

Description of Tool (including brand): _____

_____ \

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

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

This gun became property of the City of Oxford via Agreed Order of Forfeiture dated

7/31/2025. It will be accepted by the BOA on 8/19/2025, and then declared surplus

on 8/19/2025 so it can be disposed of.

Name of Person Submitting Surplus Request: Alex Fauver

Date Approved by BOA: 8/19/2025

**107 Courthouse Square
Oxford, MS 38655**

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

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

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

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



THE CITY OF
OXFORD

SURPLUS FORM

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

Date of Request: 8/8/25
Department that owns Fixed Asset: OXFORD UTILITIES
Fixed Asset Tag Number (If item is not tagged, please put N/A): G 70972
Physical Location of Asset: 300 MCELROY DR OXFORD MS 38655

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

<u>CHEVROLET/VIA</u>	<u>SK1</u>	<u>2014</u>
Make	Model	Year
<u>3GCUKPEH0EG534749</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:

Odometer: 21,209

Name of Person Submitting Surplus Request: _____

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

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



THE CITY OF
OXFORD

SURPLUS FORM

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BE SURE TO PROVIDE AS MUCH INFORMATION AS POSSIBLE ABOUT THE ASSET
BEING SURPLUSED. TURN COMPLETED FORMS IN TO THE CITY CLERK'S OFFICE.**

Date of Request: 8/8/25
Department that owns Fixed Asset: OXFORD UTILITIES
Fixed Asset Tag Number (If item is not tagged, please put N/A): G 70972
Physical Location of Asset: 300 MCELROY DR OXFORD MS 38655

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

<u>CHEVROLET/VIA</u>	<u>SK1</u>	<u>2014</u>
Make	Model	Year
<u>3GCUKPEH0EG534749</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:

Odometer: 21,209

Name of Person Submitting Surplus Request: _____

Date Approved by BOA: _____

**107 Courthouse Square
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THE CITY OF
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SURPLUS FORM

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

Date of Request: 8/12/25

Department that owns Fixed Asset: Oxford Park Commission

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

Physical Location of Asset: Oxford Activity Center

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

Ford \ F150 \ 2008

Make	Model	Year
<u>1FTRF12WX8KC86842</u>	<u>White</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: Mike Young

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

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



THE CITY OF
OXFORD

SURPLUS FORM

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BE SURE TO PROVIDE AS MUCH INFORMATION AS POSSIBLE ABOUT THE ASSET
BEING SURPLUSED. TURN COMPLETED FORMS IN TO THE CITY CLERK'S OFFICE.**

Date of Request: 8/12/25

Department that owns Fixed Asset: Oxford Park Commission

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

Physical Location of Asset: Oxford Activity Center

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

Cybox Elliptical \ Arc Trainer \

Make

Model

Year

\ Orange

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:

Name of Person Submitting Surplus Request: Mike Young

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

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



THE CITY OF
OXFORD

SURPLUS FORM

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

Date of Request: 8/12/25

Department that owns Fixed Asset: Oxford Park Commission

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

Physical Location of Asset: Oxford Activity Center

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

Cybox Elliptical \ Arc Trainer \

Make

Model

Year

\ Orange

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:

Name of Person Submitting Surplus Request: Mike Young

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

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



THE CITY OF
OXFORD

SURPLUS FORM

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

Date of Request: 8/12/25

Department that owns Fixed Asset: Oxford Park Commission

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

Physical Location of Asset: Oxford Activity Center

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

Ford \ Ranger \ 1998

Make	Model	Year
<u>1FTYR14X3WPA50588</u>	<u>Blue</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:

Name of Person Submitting Surplus Request: Mike Young

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

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



THE CITY OF
OXFORD

SURPLUS FORM

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BE SURE TO PROVIDE AS MUCH INFORMATION AS POSSIBLE ABOUT THE ASSET
BEING SURPLUSED. TURN COMPLETED FORMS IN TO THE CITY CLERK'S OFFICE.**

Date of Request: 8/12/25

Department that owns Fixed Asset: Oxford Park Commission

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

Physical Location of Asset: Oxford Activity Center

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

Life Fitness Cycle \ 9500 HR \

Make

Model

Year

\ Orange

VIN / Serial Number

Color

If the item being 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:

Name of Person Submitting Surplus Request: Mike Young

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

**(p) 662-236-1310
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THE CITY OF
OXFORD

SURPLUS FORM

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

Date of Request: 8/15/2025
Department that owns Fixed Asset: Development Services- Planning
Fixed Asset Tag Number (If item is not tagged, please put N/A): 02858/ Wasp 22718
Physical Location of Asset: Development Services

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

Make	Model	Year
VIN / Serial Number		Color

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

Description of Tool (including brand): Apple iMac 27" Computer
D25Y14TGJ1GP
Serial Number (if none, write N/A) Color

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

purchased 2/6/2019
\$2,748.00
audit system line #3357

Name of Person Submitting Surplus Request: Ben Requet

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

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THE CITY OF
OXFORD

SURPLUS FORM

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

Date of Request: 8/19/2025

Department that owns Fixed Asset: _____

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

Physical Location of Asset: City Hall

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

_____	_____	_____
Make	Model	Year
_____		_____
VIN / Serial Number	Color	

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

Description of Tool (including brand): <u>Dell Latitude E6420 Laptop</u>	
<u>8BWV1</u>	<u>black</u>
Serial Number (if none, write N/A)	Color

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

Name of Person Submitting Surplus Request: _____

Date Approved by BOA: _____

**107 Courthouse Square
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SURPLUS FORM

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

Date of Request: 8/19/2025

Department that owns Fixed Asset: _____

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

Physical Location of Asset: City Hall

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

_____	_____	_____
Make	Model	Year
_____		_____
VIN / Serial Number		Color

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

Description of Tool (including brand): <u>Gateway M685-E Laptop</u>	
<u>0038614447</u>	<u>black</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: _____

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

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THE CITY OF
OXFORD

SURPLUS FORM

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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: 8/15/2025

Department that owns Fixed Asset: _____

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

Physical Location of Asset: City Hall

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

_____	_____	_____
Make	Model	Year
_____		_____
VIN / Serial Number		Color

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

Description of Tool (including brand): HP Color LaserJet Pro M452dw printer
CF388-60113

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

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

Name of Person Submitting Surplus Request: Jessi Tolleson

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

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(f) 662-232-2337**



THE CITY OF
OXFORD

SURPLUS FORM

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Date of Request: 8/15/2025

Department that owns Fixed Asset: _____

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

Physical Location of Asset: City Hall

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

_____	_____	_____
Make	Model	Year
_____		_____
VIN / Serial Number		Color

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

Description of Tool (including brand): HP LaserJet P2035 printer
VNB3B63619

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

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

Name of Person Submitting Surplus Request: Jessi Tolleson

Date Approved by BOA: _____

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Oxford, MS 38655**

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THE CITY OF
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SURPLUS FORM

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Date of Request: 8/15/2025

Department that owns Fixed Asset: _____

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

Physical Location of Asset: City Hall

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

_____	_____	_____
Make	Model	Year
_____		_____
VIN / Serial Number		Color

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

Description of Tool (including brand): HP LaserJet Pro M402n printer
PHBHF69092

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

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

Name of Person Submitting Surplus Request: Jessi Tolleson

Date Approved by BOA: _____

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Date of Request: 8/19/2025

Department that owns Fixed Asset: _____

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

Physical Location of Asset: City Hall

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

_____	_____	_____
Make	Model	Year
_____		_____
VIN / Serial Number		Color

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

Description of Tool (including brand): <u>Sony DCR-SX85 Digital Video Camera Recorder</u>	
<u>1274209</u>	<u>black</u>
Serial Number (if none, write N/A)	Color

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

Name of Person Submitting Surplus Request: _____

Date Approved by BOA: _____

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OXFORD

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

Date of Request: 8/19/2025

Department that owns Fixed Asset: _____

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

Physical Location of Asset: City Hall

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

_____	_____	_____
Make	Model	Year
_____		_____
VIN / Serial Number		Color

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

Description of Tool (including brand): <u>Sharp MX-4101N Copier</u>	
<u>95006167</u>	<u>black</u>
Serial Number (if none, write N/A)	Color

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

Name of Person Submitting Surplus Request: _____

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

**(p) 662-236-1310
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BEING SURPLUSED. TURN COMPLETED FORMS IN TO THE CITY CLERK'S OFFICE.**

Date of Request: 8/19/2025

Department that owns Fixed Asset: _____

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

Physical Location of Asset: City Hall

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

_____	_____	_____
Make	Model	Year
_____		_____
VIN / Serial Number	Color	

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

Description of Tool (including brand): <u>Sony DCR-SX85 Digital Video Camera Recorder</u>	
<u>1274209</u>	<u>black</u>
Serial Number (if none, write N/A)	Color

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

Name of Person Submitting Surplus Request: _____

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

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

CERTIFICATE OF TITLE

Form # 79-001

STATE OF MISSISSIPPI

ORIGINAL

VEHICLE IDENTIFICATION NUMBER

1FM5K8AR6JGA36971

MAKE

FORD

YEAR

2018

MODEL

EXPLORER

BODY

UV

TITLE NUMBER

MS0823857152

TITLE TEXT
(E.G. UNIT #)

TITLE DATE

03/01/2018

DATE OF FIRST SALE
FOR USE NEW ONLY

01/24/2018

NO. CYL

6

NEW/USED

NEW

TYPE OF VEHICLE

PC

ODOMETER - NO TENTHS

7

ACTUAL

OWNER(S)

CITY OF OXFORD
107 COURTHOUSE SQ
OXFORD MS 38655-4068

BRANDS

1ST LIENHOLDER

DATE:

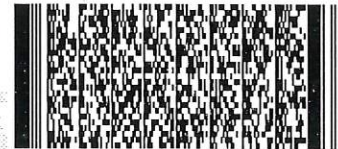
2ND LIENHOLDER

DATE:

MAIL TO

CITY OF OXFORD
107 COURTHOUSE SQ
OXFORD MS 38655-4068

M93-6



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

1ST LIEN

(LIENHOLDER)

BY

(SIGNATURE AND TITLE)

THIS

DAY OF

20

2ND LIEN

(LIENHOLDER)

BY

(SIGNATURE AND TITLE)

THIS

DAY OF

20

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 1ST

DAY OF MARCH

20 18



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

CONTROL NUMBER

00256116

MISSISSIPPI DEPARTMENT OF REVENUE

Hub Frierson

VOID IF ALTERED

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

ASSIGNMENT OF TITLE BY REGISTERED OWNER

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

Name _____ Address _____

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

**CAUTION: READ
CAREFULLY BEFORE
YOU CHECK A BLOCK**

- ☐ 1. The mileage stated is in excess of its mechanical limits.
☐ 2. The odometer reading is not the actual mileage.
WARNING - ODOMETER DISCREPANCY

ODOMETER READING (No Tenths) _____

SELLER:

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

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

BUYER:

Signature(s) _____ Printed Name(s) _____

FIRST RE-ASSIGNMENT BY LICENSED DEALER

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

Name _____ Address _____

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

**CAUTION: READ
CAREFULLY BEFORE
YOU CHECK A BLOCK**

- ☐ 1. The mileage stated is in excess of its mechanical limits.
☐ 2. The odometer reading is not the actual mileage.
WARNING - ODOMETER DISCREPANCY

ODOMETER READING (No Tenths) _____

DEALER OR AGENT:

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

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

BUYER:

Signature(s) _____ Printed Name(s) _____

SECOND RE-ASSIGNMENT BY LICENSED DEALER

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

Name _____ Address _____

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

**CAUTION: READ
CAREFULLY BEFORE
YOU CHECK A BLOCK**

- ☐ 1. The mileage stated is in excess of its mechanical limits.
☐ 2. The odometer reading is not the actual mileage.
WARNING - ODOMETER DISCREPANCY

ODOMETER READING (No Tenths) _____

DEALER OR AGENT:

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

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

BUYER:

Signature(s) _____ Printed Name(s) _____

THIRD RE-ASSIGNMENT BY LICENSED DEALER

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

Name _____ Address _____

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

**CAUTION: READ
CAREFULLY BEFORE
YOU CHECK A BLOCK**

- ☐ 1. The mileage stated is in excess of its mechanical limits.
☐ 2. The odometer reading is not the actual mileage.
WARNING - ODOMETER DISCREPANCY

ODOMETER READING (No Tenths) _____

DEALER OR AGENT:

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

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

BUYER:

Signature(s) _____ Printed Name(s) _____

LIENHOLDER TO BE SHOWN ON NEW TITLE

Lien in favor of _____

whose address is _____

the reverse side of this Certificate was scrapped, dismantled, or destroyed on _____

20 _____

Owner's Signature

SCRAPPED, DISMANTLED, OR DESTROYED VEHICLE - This is to be filled in by Vehicle Owner. Certificate of Title must be mailed or delivered to the Mississippi Department of Revenue. I/we hereby warrant that the Vehicle described on

CERTIFICATE OF TITLE

Form # 79-001

STATE OF MISSISSIPPI

ORIGINAL

VEHICLE IDENTIFICATION NUMBER

2C3CDXAG6KH547010

MAKE

DODG

YEAR

2019

MODEL

CHARGER

BODY

SD

TITLE NUMBER

MS0838253824

TITLE TEXT
(E.G. UNIT #)

TITLE DATE

07/30/2024

DATE OF FIRST SALE
FOR USE NEW ONLY

11/30/2018

NO. CYL

6

NEW/USED

NEW

TYPE OF VEHICLE

PC

ODOMETER - NO TENTHS

10

ACTUAL

OWNER(S)

CITY OF OXFORD
107 COURTHOUSE SQ
OXFORD MS 38655-4068

BRANDS

BENEFICIARY

1ST LIENHOLDER

☐ Fully Autonomous Vehicle

DATE:

2ND LIENHOLDER

DATE:

MAIL TO

CITY OF OXFORD
107 COURTHOUSE SQ
OXFORD MS 38655-4068

MS6-2



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

1ST LIEN

(LIENHOLDER)

BY

(SIGNATURE AND TITLE)

THIS

DAY OF

20

2ND LIEN

(LIENHOLDER)

BY

(SIGNATURE AND TITLE)

THIS

DAY OF

20

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 30TH

DAY OF JULY

20 24



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

CONTROL NUMBER

005671542

MISSISSIPPI DEPARTMENT OF REVENUE

Chris Hulea

VOID IF ALTERED

45 of 374

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

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

ASSIGNMENT OF TITLE BY REGISTERED OWNER

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

Name _____ Address _____

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

CAUTION: READ
CAREFULLY BEFORE
YOU CHECK A BLOCK

- ☐ 1. The mileage stated is in excess of its mechanical limits.
☐ 2. The odometer reading is not the actual mileage.
WARNING - ODOMETER DISCREPANCY

ODOMETER READING (No Tenths) _____

SELLER:

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

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

BUYER:

Signature(s) _____ Printed Name(s) _____

FIRST RE-ASSIGNMENT BY LICENSED DEALER

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

Name _____ Address _____

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

CAUTION: READ
CAREFULLY BEFORE
YOU CHECK A BLOCK

- ☐ 1. The mileage stated is in excess of its mechanical limits.
☐ 2. The odometer reading is not the actual mileage.
WARNING - ODOMETER DISCREPANCY

ODOMETER READING (No Tenths) _____

DEALER OR AGENT:

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

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

BUYER:

Signature(s) _____ Printed Name(s) _____

SECOND RE-ASSIGNMENT BY LICENSED DEALER

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

Name _____ Address _____

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

CAUTION: READ
CAREFULLY BEFORE
YOU CHECK A BLOCK

- ☐ 1. The mileage stated is in excess of its mechanical limits.
☐ 2. The odometer reading is not the actual mileage.
WARNING - ODOMETER DISCREPANCY

ODOMETER READING (No Tenths) _____

DEALER OR AGENT:

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

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

BUYER:

Signature(s) _____ Printed Name(s) _____

THIRD RE-ASSIGNMENT BY LICENSED DEALER

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

Name _____ Address _____

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

CAUTION: READ
CAREFULLY BEFORE
YOU CHECK A BLOCK

- ☐ 1. The mileage stated is in excess of its mechanical limits.
☐ 2. The odometer reading is not the actual mileage.
WARNING - ODOMETER DISCREPANCY

ODOMETER READING (No Tenths) _____

DEALER OR AGENT:

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

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

BUYER:

Signature(s) _____ Printed Name(s) _____

LIENHOLDER TO BE SHOWN ON NEW TITLE

Lien in favor of _____

whose address is _____

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



THE CITY OF
OXFORD

SURPLUS FORM

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

Date of Request: 8/15/2025
Department that owns Fixed Asset: City Shop
Fixed Asset Tag Number (If item is not tagged, please put N/A): 03538
Physical Location of Asset: City Hall

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

Make	Model	Year
VIN / Serial Number	Color	

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

Description of Tool (including brand): Fujitsu ScanSnap Scanner
A04B078833
Serial Number (if none, write N/A) Color

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

Name of Person Submitting Surplus Request: Jessi Tolleson

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

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

FY26 MOHS LAW ENFORCEMENT GRANT AGREEMENT

Mississippi Office of Highway Safety

P.O. Box 1633

Canton, MS 39046

Phone: (601) 391-4900

1. Sub-grantee's Name & Mailing Address: City of Oxford Oxford Police Department 9 Industrial Park Drive Oxford, MS 38655 Telephone Number: (662) 232-2400 E-Mail: MississippiTIDE@oxfordpolice.net		2. Effective Date of Grant: October 1, 2025 3. Subgrant Number: PT-2026-PT-22-51 Conditional 4. Grant Identifier (Funding Source & Year): 402 Police Traffic Services FY26 5. Beginning and Ending Dates: October 1, 2025 – September 30, 2026 6. Subgrant Payment Method: ☒ Cost Reimbursement Method			
7. ALN # - 20.600		8. UEI # - C6FVY2CCKGH6		9. Congressional District: 1	
10. A:FAIN #: 69A37522300004020MS0 69A3752230SUP4020MS0 69A37523300004020MS0 69A3752330SUP4020MS0		11.A: Initial Federal Award Date: 12/15/2021 11/30/2022		11.C: Additional Federal Award Date:	
10.B. Federal Awarding Agency: NHTSA		11.B: Secondary Federal Award Date:		12. Research and Development Grant: ☐ Yes ☒ No Continuation Grant: ☒ Yes ☐ No	
13. The following funds are obligated:					
A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%
(1) Personal Services-Salary	\$21,960.50	(1) Federal	\$21,960.50		
(2) Personal Services-Fringe	\$0.00	(2) State			
(3) Contractual Services	\$0.00	(3) Local			
(4) Travel	\$0.00	(4) Other			
(5) Equipment	\$0.00	Total:	\$21,960.50		
(6) Commodities		E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:			
(7) Indirect Costs	\$0.00	Number of Grants: 3	402PT	405D	405D
TOTAL	\$21,960.50	TOTAL:	\$21,960.50	\$163,441.82	\$560,097.94
				\$745,500.26	TOTAL
The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances; Designation of Secondary Official (If Applicable); Fiscal Control and Fund Accounting Procedures. All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.					
14. Approved for Grantee: Signature Date Helen Porter, Office Director, MS Office of Highway Safety Signature Date Joshua Broman, Executive Director / Governor's Representative			15. Approved for Sub-Grantee: Signature sign in blue ink Date Name: Robyn Tannehill Title: Mayor, City of Oxford		

sign in blue ink
Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Robyn Tannehill

Mayor

Print Authorizing Official's Name

Authorizing Official's Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

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

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

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

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

sign in blue ink
Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Robyn Tannehill

Mayor

Print Authorizing Official's Name

Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the City of Oxford/Oxford Police Department

(Governing Body of Unit of Government)

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

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

NOW THEREFORE BE IT RESOLVED BY THE Board of Aldermen

(Governing Body of Unit of Government)

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

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

(If Applicable)

DONE AND ORDERED IN OPEN MEETING BY Robyn Tannehill, Mayor

(Chairman of Board / Mayor)

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

Date: _____

Seal (City/County Seal is required)

Attest By: _____ sign in blue ink

Title: _____

**Mississippi Office of Highway Safety
Designation of Secondary Signatory Official**

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

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

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

Organization Name: Oxford Police Department

Mailing Address: 9 Industrial Park Drive

City: Oxford Zip Code: 38655

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

Email Address: jmccutchen@oxfordpolice.net

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

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

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

Mississippi Office of Highway Safety Fiscal Control and Fund Accounting Procedures

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

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

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

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

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

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

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

Authorizing Official's Signature [sign in blue ink](#)
(Mayor, Board President, Commissioner, Director)

[Robyn Tannehill](#)

Print Authorizing Official's Name

Date

[Mayor](#)

Authorizing Official's Title

FY26 Sub-Grantee Project Description (Law Enforcement)

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

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

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

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

Agency Name: City of Oxford/Oxford Police Department

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

Target(s):

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

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

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

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

Performance Measures:

Issue 190 grant funded Seatbelt citations in FY26.

Issue 3 grant funded Child Restraint citations in FY26.

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

Strategies:

Overtime Enforcement

4 Checkpoints

4 Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced PT enforcement: Click It or Ticket – Memorial Day

Participate in the State blitz campaigns with enhanced PT enforcement: Christmas/New Year's, Super Bowl, 4th of July, Labor Day

FY26 MOHS TASKS BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 1 saturation patrols during quarter.

Issue a minimum of 48 Seat Belt citations during quarter, to reach a goal of 190 for FY2026.

Issue a minimum of 1 Child Restraint citations during quarter, to reach a goal of 3 for FY2026.

Issue a minimum of 50 Speed citations during quarter, to reach a goal of 198 for FY2026.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State Christmas/New Year's blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 1st Quarter: \$5,490.13

FY26 MOHS TASK BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 1 saturation patrols during quarter.

Issue a minimum of 47 Seat Belt citations during quarter, to reach a goal of 190 for FY2026.

Issue a minimum of 0 Child Restraint citations during quarter, to reach a goal of 3 for FY2026.

Issue a minimum of 49 Speed citations during quarter, to reach a goal of 198 for FY2026.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State Christmas/New Year's blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 2nd Quarter: \$5,490.12

FY26 MOHS TASK BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

3RD QUARTER (APRIL, MAY & JUNE)

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 1 saturation patrols during quarter.

Issue a minimum of 48 Seat Belt citations during quarter, to reach a goal of 190 for FY2026.

Issue a minimum of 1 Child Restraint citations during quarter, to reach a goal of 3 for FY2026.

Issue a minimum of 50 Speed citations during quarter, to reach a goal of 198 for FY2026.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the National Click It or Ticket Memorial Day blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 3rd Quarter: \$5,490.13

FY26 MOHS TASK BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 1 saturation patrols during quarter.

Issue a minimum of 47 Seat Belt citations during quarter, to reach a goal of 190 for FY2026.

Issue a minimum of 1 Child Restraint citations during quarter, to reach a goal of 3 for FY2026.

Issue a minimum of 49 Speed citations during quarter, to reach a goal of 198 for FY2026.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State 4th of July and Labor Day blitz campaign with enhanced PT and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 4th Quarter: \$5,490.12

FY26 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Oxford/Oxford Police Department				
2. Subgrant Number: PT-2026-PT-22-51	3. Grant ID: 402 Police Traffic Services	4. Beginning: October 1, 2025	5. Ending: September 30, 2026	
6. Activity: Police Traffic Services Enforcement				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Officers over-time or regular time above and beyond normal work hours @ approx. \$46.22 per hour X @ approx. 439 hrs = \$20,290.58	\$21,960.50		\$21,960.50
	Grant Manager overtime or regular time above and beyond normal work hours @ approx. \$34.79 per hour X @ approx. 48 hrs = \$1,669.92			
	Total Salaries = \$21,960.50			

TOTALS	\$21,960.50	\$0.00	\$21,960.50
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Mississippi Office of Highway Safety

FY26 Agreement of Understanding and Compliance

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

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

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

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

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

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

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

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is also understood, pursuant to 2 CFR 200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, the pass-through entity, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal Award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
- D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.
- E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up

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

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

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

II. ON-SITE MONITORING AND EVALUATION

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

III. PROPERTY AGREEMENT

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

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

IV. STAFFING

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

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

V. GENERAL PROJECT REQUIREMENTS

- A. Agreements, Modifications and Revisions
- The Sub-grantee must return original copies of agreements, modifications, and revisions to MOHS physical address. All original documents require an **original signature signed in BLUE ink** by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.). MOHS will not accept a secondary signatory official signature or initials.
 - In the fully executed grant agreement, the Cost Summary Support Sheet details all allowable cost for which MOHS approved and will reimburse an agency. Any cost not listed in the fully executed grant agreement and/or an approved modification/revision will not be reimbursed.
 - All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302. from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.
 - No budget modification requests will be accepted by the MS Office of Highway Safety before **January 1st** (the second quarter) and after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety signed by the Authorized Signatory Official. Changes to the Agreement will not be effective, until both parties have executed the modification.
- B. Any change to out-of-state travel approved in the Grant Agreement, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than thirty (30) days before the intended date of travel on Agency letterhead.
- Out of State Travel - All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - All federal funded **in state travel** requires **itemized receipts** for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - Meals can only be claimed with an overnight hotel stay.

- In State Travel – Hotel rates must be based on DFA travel policy for State agencies. Non-State agencies hotel rates must follow the agency's current travel policy.
 - Meal cost, taxes, and fees (credit card, delivery, service, etc.) are approved cost included in the allocated amount under travel in the grant agreement. Because these costs are associated with travel and needed to carry out project activities, they are considered allowable, reimbursable cost for meals. The amount allowed for individual meals should not exceed the daily maximum reimbursement rate approved in the grant agreement.
 - Fares, fees, and surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) to and from a hotel are allowable and require an itemized receipt. The amount allowed for transportation should not exceed the maximum reimbursement amount approved in the grant agreement. Fuel surcharges are only allowable on any ride sharing service if no surcharges are applied for paying with a credit card.
 - MOHS reimburse travel according to Section 25-3-41, Mississippi Code of 1972, establishes guidelines for travel reimbursement of the State of Mississippi, and of any department, institution, board or commission thereof. It also provides that the Mississippi Department of Finance and Administration (DFA) shall promulgate rules and regulations to effectuate economies for all expenses authorized under this section. All rules and regulations contained herein apply to all MOHS sub-grantees.
- C. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- D. The Local Governmental Resolution Agreement and Authorization to Proceed included within this Agreement, must be completed by the Authorizing Official, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the cost of the project described in the award. The City/County seal is required. This document is not applicable to State agencies.
- E. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted sixty (60) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.
- F. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.
- G. The Assurance of Understanding included within this Agreement, must be completed by the Authorizing Official, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the cost of the project described in the award.
- H. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy (Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)

- I. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
 - Agency Leave policy (personal and/or vacation, sick, holiday, and military); and
 - Agency Overtime Policy
 - Fiscal Control and Fund Accounting Procedures
 - Pursuit Policy (Law Enforcement Only)
 - In-Direct Cost Agreement (If Applicable)
- J. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.
- K. All Instructor related training **must be** included within the grant Agreement under Strategies to receive reimbursement.
- L. Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
- Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines)
 - Alcohol testing
 - Mobile video systems
- M. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- N. The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.
- O. Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- P. Execution of Agreement: Grant Agreements are not effective until all parties (MOHS, PSP Executive Director/Governor's Rep and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.
- Q. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- R. Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.

- S. Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.
- T. Project Commencement: Unless otherwise indicated within the grant agreement, sub-grantee program activity will begin within **(30) days of the approved start date**, after signed approval of the grant agreement by the MOHS Director. If program activity does not begin within this time period, the program may be subject to cancellation and funds may be reallocated.
- U. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
 - The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.

VI. UNALLOWABLE COST

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

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:

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

Examples of office furnishings and fixtures

- | | | |
|-------------|------------------|------------------------|
| • Desk | • Credenza | • Storage Cabinet |
| • Chair | • Bookcase | • Portable Partition |
| • Table | • Filing Cabinet | • Picture, Wall Clock |
| • Shelving | • Floor covering | • Draperies & Hardware |
| • Coat Rack | • Office Planter | • Fixed Lighting/Lamp |
- Land (except for Section 2010 motorcycle safety grant funds used to purchase facilities which includes the purchase of land.)

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)

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

C. Unallowable Training Costs:

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

D. Unallowable Program Administration:

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

E. Lobbying:

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

F. Additional Items Unallowable:

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

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION

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

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

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d et seq., 78 stat. 252)

Prohibits discrimination on the basis of race, color, national origin and 49 CFR part 21.

THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601)

Prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects.

FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 et seq.) AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686)

Prohibit discrimination on the basis of sex.

SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 et seq.)

As amended, prohibits discrimination on the basis of disability and 49 CFR part 27.

THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 et seq.)

Prohibits discrimination on the basis of age.

THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209)

Broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not.

TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189)

Prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing and 49 CFR parts 37 and 38.

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

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

POLITICAL ACTIVITY (HATCH ACT)

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

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

CERTIFICATION REGARDING FEDERAL LOBBYING

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section

1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

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

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov>)
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION ON CONFLICT OF INTEREST 23 CFR 1300 APPENDIX A

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

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

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a) The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts.
 - b) The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

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

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

BUY AMERICA ACT

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

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

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

Participation Compliance

(Applies only to Law Enforcement Sub-Grantees)

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

- ▯ Unusual incidents of unbelted crashes/fatalities
 - ▯ Seatbelt/Child restraint violations
 - ▯ Unusual incidents of teen crashes/fatalities
 - ▯ Unusual incidents of speed crashes/fatalities
2. Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of HVE Enforcement Participation must comply with the following:
 3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.
 4. Sub-Grantee **will engage** in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
 5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a blitz form reporting the total number of citations issued, checkpoints, saturation patrols, arrests, and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.
 6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

DUI/Impaired Compliance

High Visibility Enforcement (HVE) and Public Information and Education (PI&E)

Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154), and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement

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

- Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired enforcement to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.
- Individual DUI/Impaired Officer(s) shift hours **will include** 4:00 p.m. and no later than 7:00 a.m. and will include **Thursday, Friday, Saturday and Sunday.**
- Overtime hours for DUI/Impaired Enforcement **will include** 4:00 p.m. and no later than 7:00 a.m. and will include **Thursday, Friday, Saturday, and Sunday.**
- Proper justification may be requested by MOHS regarding **other dates or time periods** within the jurisdiction for needed enforcement outside the above shifts.
- Specific DUI/Impaired activities in which the Individual Officer(s) (if applicable) and/or other officers assigned to work enforcement **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.

- The Sub-Grantee must participate in the National Drive Sober or Get Pulled Over campaigns endorsed by the National Highway Traffic Safety Administration.
- The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
- The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the State campaigns.
- The Sub-Grantee **will generate** earned media (example: press conference, tv, social media, radio or print news articles) either before, during, or after national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

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

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

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

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

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

- Occupant Protection/Police Traffic Services activities for STEP officers assigned to work enforcement overtime **will include** checkpoints, saturation patrols and other 402 OP/PT specific enforcement activities as designated.
- Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week endorsed by the NHTSA
- The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the State campaigns.
- Sub-Grantee **will submit** HVE blitz forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for national blitz campaigns. Failure to comply with this requirement may result in the delay of reimbursement payments.

- Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after national blitz campaign events and must submit documentation after the occurrence as required by MOHS.
- The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.

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

National Click It or Ticket campaign with enhanced enforcement: Memorial Day

State blitz campaigns with enhanced enforcement: Christmas/New Year's, Super Bowl, 4th of July, Labor Day

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

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

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

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

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

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

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

Audit Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FY26 MOHS LAW ENFORCEMENT GRANT AGREEMENT

Mississippi Office of Highway Safety

P.O. Box 1633

Canton, MS 39046

Phone: (601) 391-4900

1. Sub-grantee's Name & Mailing Address: City of Oxford Oxford Police Department 9 Industrial Park Drive Oxford, MS 38655 Telephone Number: (662) 232-2400 E-Mail: MississippiTIDE@oxfordpolice.net		2. Effective Date of Grant: October 1, 2025			
		3. Subgrant Number: M5HVE-2026-MD-22-51 Conditional			
		4. Grant Identifier (Funding Source & Year): 405D Alcohol and Drug Impaired Driving FY26			
		5. Beginning and Ending Dates: October 1, 2025 – September 30, 2026			
		6. Subgrant Payment Method: ☒ Cost Reimbursement Method			
7. ALN # - 20.616		8. UEI # - C6FVY2CCKGH6		9. Congressional District: 1	
10. A:FAIN #: 69A3752430000405DMSM 69A3752530000405DMSM 69A3752230SUP405DMSM 69A3752330SUP405DMSM		11.A: Initial Federal Award Date: 11/27/2023 11/25/2024 12/15/2021 11/30/2022		11.C: Additional Federal Award Date:	
10.B. Federal Awarding Agency: NHTSA		11.B: Secondary Federal Award Date:		12. Research and Development Grant: ____ Yes ☒ No Continuation Grant: ☒ Yes ____ No	
13. The following funds are obligated:					
A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%
(1) Personal Services-Salary	\$153,213.22	(1) Federal	\$163,441.82		
(2) Personal Services-Fringe	\$0.00	(2) State			
(3) Contractual Services	\$85.00	(3) Local			
(4) Travel	\$7,523.60	(4) Other			
(5) Equipment	\$0.00	Total:	\$163,441.82		
(6) Commodities	\$2,620.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:			
(7) Indirect Costs	\$0.00	Number of Grants: 3	405D	402PT	405D TOTAL
TOTAL	\$163,441.82	TOTAL:	\$163,441.82	\$21,960.50	\$560,097.94 \$745,500.26
The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances; Designation of Secondary Official (If Applicable); Fiscal Control and Fund Accounting Procedures. All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.					
14. Approved for Grantee: _____ Signature Date Helen Porter, Office Director, MS Office of Highway Safety _____ Signature Date Joshua Broman, Executive Director / Governor's Representative		15. Approved for Sub-Grantee: _____ Signature sign in blue ink Date Name: Robyn Tannehill Title: Mayor, City of Oxford			

sign in blue ink
Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Robyn Tannehill

Mayor

Print Authorizing Official's Name

Authorizing Official's Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

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

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

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

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

sign in blue ink
Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Robyn Tannehill

Mayor

Print Authorizing Official's Name

Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the City of Oxford/Oxford Police Department

(Governing Body of Unit of Government)

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

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

NOW THEREFORE BE IT RESOLVED BY THE Board of Aldermen

(Governing Body of Unit of Government)

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

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

(If Applicable)

DONE AND ORDERED IN OPEN MEETING BY Robyn Tannehill, Mayor

(Chairman of Board / Mayor)

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

Date: _____

Seal (City/County Seal is required)

Attest By: _____ sign in blue ink

Title: _____

**Mississippi Office of Highway Safety
Designation of Secondary Signatory Official**

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

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

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

Organization Name: Oxford Police Department

Mailing Address: 9 Industrial Park Drive

City: Oxford Zip Code: 38655

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

Email Address: jmccutchen@oxfordpolice.net

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

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

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

Mississippi Office of Highway Safety Fiscal Control and Fund Accounting Procedures

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

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

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

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

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

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

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

Authorizing Official's Signature [sign in blue ink](#)
(Mayor, Board President, Commissioner, Director)

[Robyn Tannehill](#)

Print Authorizing Official's Name

Date

[Mayor](#)

Authorizing Official's Title

FY26 Sub-Grantee Project Description (Law Enforcement)

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

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

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

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

Agency Name: City of Oxford/Oxford Police Department

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

Target(s):

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

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

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

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

Performance Measures:

Issue 279 grant funded DUI Arrest in FY26.

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

Strategies:

Select or Hire Individual Officers

Overtime Enforcement

SFST, ARIDE, DRE Instructor

20 Checkpoints

12 Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced DUI enforcement:

Drive Sober or Get Pulled Over – Christmas/New Year's

Drive Sober or Get Pulled Over – Labor Day

Participate in the State blitz campaigns with enhanced DUI enforcement: Super Bowl, Memorial Day, 4th of July

FY26 MOHS TASKS BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Conduct not less than 5 checkpoints during quarter.

Conduct not less than 3 saturation patrols during quarter.

Issue a minimum of 69 DUI Arrest during quarter, to reach a goal of 279 for FY2026.

Issue a minimum of 11 DUI Other (Drug) Arrest during quarter, to reach a goal of 44 for FY2026.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over national Christmas/New Year's blitz campaign with enhanced Impaired enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 1st Quarter: \$40,860.45

FY26 MOHS TASK BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Conduct not less than 5 checkpoints during quarter.

Conduct not less than 3 saturation patrols during quarter.

Issue a minimum of 70 DUI Arrest during quarter, to reach a goal of 279 for FY2026.

Issue a minimum of 11 DUI Other (Drug) Arrest during quarter, to reach a goal of 44 for FY2026.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over national Christmas/New Year's blitz campaign with enhanced Impaired enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 2nd Quarter: \$40,860.45

FY26 MOHS TASK BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

3RD QUARTER (APRIL, MAY & JUNE)

Conduct not less than 5 checkpoints during quarter.

Conduct not less than 3 saturation patrols during quarter.

Issue a minimum of 70 DUI Arrest during quarter, to reach a goal of 279 for FY2026.

Issue a minimum of 11 DUI Other (Drug) Arrest during quarter, to reach a goal of 44 for FY2026.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State Memorial Day blitz campaign with enhanced Impaired enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 3rd Quarter: \$40,860.46

FY26 MOHS TASK BY QUARTERS

Agency Name: City of Oxford/Oxford Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Conduct not less than 5 checkpoints during quarter.

Conduct not less than 3 saturation patrols during quarter.

Issue a minimum of 70 DUI Arrest during quarter, to reach a goal of 279 for FY2026.

Issue a minimum of 11 DUI Other (Drug) Arrest during quarter, to reach a goal of 44 for FY2026.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State 4th of July and Drive Sober or Get Pulled Over national Labor Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 4th Quarter: \$40,860.46

FY26 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Oxford/Oxford Police Department				
2. Subgrant Number: M5HVE-2026-MD-22-51	3. Grant ID: 405D Alcohol and Drug Impaired Driving	4. Beginning: October 1, 2025	5. Ending: September 30, 2026	
6. Activity: Alcohol and Drug Impaired Enforcement				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Individual Officer @ approx. \$27.3156 per hour X @ approx. 2080 hrs = \$56,816.45 Individual Officer @ approx. \$27.3156 per hour X @ approx. 2080 hrs = \$56,816.45 Officers over-time or regular time above and beyond normal work hours @ approx. \$47.3880 per hour X @ approx. 800 hrs = \$37,910.40 Grant Coordinator over-time or regular time above and beyond normal work hours @ approx. \$34.790 per hour X @ approx. 48 hrs = \$1,669.92 Total Salaries = \$153,213.22	\$153,213.22		\$153,213.22
Contractual Services	Shipping/Handling/Freight - \$85.00 Total Contractual = \$85.00	\$85.00		\$85.00
Travel Meals can only be claimed with an overnight hotel stay. Meals will be reimbursed at the rate according to MOHS and State guidelines. Itemized receipts are required on all In-state travel Mileage can only be reimbursed on a personal vehicle. Mileage cannot be claimed when using a state/agency	<u>In-State Highway Safety Training: STORM Conference</u> Meals: @ approx. \$68.00 per day x 3 days x 2 people = \$408.00 Meal Gratuity: \$408.00 x 20% gratuity = \$81.60 In-State STORM Conference Total = \$489.60 <u>Out of State Highway Safety Training: IACP Impaired Driving Conference on Drugs, Alcohol and Impaired Driving</u> Registration: @ approx. \$875.00 x 2 people = \$1,750.00 Lodging: @ approx. \$275.00 per night x 4 nights = \$1,100.00 x 2 rooms = \$2,200.00 Lodging taxes and fees: @ approx. \$75.00 per night x 4 nights = \$300.00 x 2 rooms = \$600.00	\$7,523.60		\$7,523.60

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

TOTALS	\$163,441.82	\$0.00	\$163,441.82
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Mississippi Office of Highway Safety

FY26 Agreement of Understanding and Compliance

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

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

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

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

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

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

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

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is also understood, pursuant to 2 CFR 200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, the pass-through entity, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal Award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
- D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.
- E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up

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

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

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

II. ON-SITE MONITORING AND EVALUATION

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

III. PROPERTY AGREEMENT

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

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

IV. STAFFING

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

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

V. GENERAL PROJECT REQUIREMENTS

- A. Agreements, Modifications and Revisions
- The Sub-grantee must return original copies of agreements, modifications, and revisions to MOHS physical address. All original documents require an **original signature signed in BLUE ink** by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.). MOHS will not accept a secondary signatory official signature or initials.
 - In the fully executed grant agreement, the Cost Summary Support Sheet details all allowable cost for which MOHS approved and will reimburse an agency. Any cost not listed in the fully executed grant agreement and/or an approved modification/revision will not be reimbursed.
 - All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302. from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.
 - No budget modification requests will be accepted by the MS Office of Highway Safety before **January 1st** (the second quarter) and after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety signed by the Authorized Signatory Official. Changes to the Agreement will not be effective, until both parties have executed the modification.
- B. Any change to out-of-state travel approved in the Grant Agreement, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than thirty (30) days before the intended date of travel on Agency letterhead.
- Out of State Travel - All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - All federal funded **in state travel** requires **itemized receipts** for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - Meals can only be claimed with an overnight hotel stay.

- In State Travel – Hotel rates must be based on DFA travel policy for State agencies. Non-State agencies hotel rates must follow the agency's current travel policy.
 - Meal cost, taxes, and fees (credit card, delivery, service, etc.) are approved cost included in the allocated amount under travel in the grant agreement. Because these costs are associated with travel and needed to carry out project activities, they are considered allowable, reimbursable cost for meals. The amount allowed for individual meals should not exceed the daily maximum reimbursement rate approved in the grant agreement.
 - Fares, fees, and surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) to and from a hotel are allowable and require an itemized receipt. The amount allowed for transportation should not exceed the maximum reimbursement amount approved in the grant agreement. Fuel surcharges are only allowable on any ride sharing service if no surcharges are applied for paying with a credit card.
 - MOHS reimburse travel according to Section 25-3-41, Mississippi Code of 1972, establishes guidelines for travel reimbursement of the State of Mississippi, and of any department, institution, board or commission thereof. It also provides that the Mississippi Department of Finance and Administration (DFA) shall promulgate rules and regulations to effectuate economies for all expenses authorized under this section. All rules and regulations contained herein apply to all MOHS sub-grantees.
- C. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- D. The Local Governmental Resolution Agreement and Authorization to Proceed included within this Agreement, must be completed by the Authorizing Official, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the cost of the project described in the award. The City/County seal is required. This document is not applicable to State agencies.
- E. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted sixty (60) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.
- F. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.
- G. The Assurance of Understanding included within this Agreement, must be completed by the Authorizing Official, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the cost of the project described in the award.
- H. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy (Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)

- I. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
 - Agency Leave policy (personal and/or vacation, sick, holiday, and military); and
 - Agency Overtime Policy
 - Fiscal Control and Fund Accounting Procedures
 - Pursuit Policy (Law Enforcement Only)
 - In-Direct Cost Agreement (If Applicable)
- J. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.
- K. All Instructor related training **must be** included within the grant Agreement under Strategies to receive reimbursement.
- L. Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
- Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines)
 - Alcohol testing
 - Mobile video systems
- M. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- N. The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.
- O. Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- P. Execution of Agreement: Grant Agreements are not effective until all parties (MOHS, PSP Executive Director/Governor's Rep and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.
- Q. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- R. Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.

- S. Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.
- T. Project Commencement: Unless otherwise indicated within the grant agreement, sub-grantee program activity will begin within **(30) days of the approved start date**, after signed approval of the grant agreement by the MOHS Director. If program activity does not begin within this time period, the program may be subject to cancellation and funds may be reallocated.
- U. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
 - The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.

VI. UNALLOWABLE COST

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

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:

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

Examples of office furnishings and fixtures

- | | | |
|-------------|------------------|------------------------|
| • Desk | • Credenza | • Storage Cabinet |
| • Chair | • Bookcase | • Portable Partition |
| • Table | • Filing Cabinet | • Picture, Wall Clock |
| • Shelving | • Floor covering | • Draperies & Hardware |
| • Coat Rack | • Office Planter | • Fixed Lighting/Lamp |
- Land (except for Section 2010 motorcycle safety grant funds used to purchase facilities which includes the purchase of land.)

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)

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

C. Unallowable Training Costs:

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

D. Unallowable Program Administration:

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

E. Lobbying:

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

F. Additional Items Unallowable:

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

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION

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

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

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d et seq., 78 stat. 252)

Prohibits discrimination on the basis of race, color, national origin and 49 CFR part 21.

THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601)

Prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects.

FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 et seq.) AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686)

Prohibit discrimination on the basis of sex.

SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 et seq.)

As amended, prohibits discrimination on the basis of disability and 49 CFR part 27.

THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 et seq.)

Prohibits discrimination on the basis of age.

THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209)

Broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not.

TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189)

Prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing and 49 CFR parts 37 and 38.

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

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

POLITICAL ACTIVITY (HATCH ACT)

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

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

CERTIFICATION REGARDING FEDERAL LOBBYING

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section

1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

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

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov>)
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION ON CONFLICT OF INTEREST 23 CFR 1300 APPENDIX A

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

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

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a) The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts.
 - b) The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

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

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

BUY AMERICA ACT

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

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

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

Participation Compliance

(Applies only to Law Enforcement Sub-Grantees)

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

- ▯ Unusual incidents of unbelted crashes/fatalities
 - ▯ Seatbelt/Child restraint violations
 - ▯ Unusual incidents of teen crashes/fatalities
 - ▯ Unusual incidents of speed crashes/fatalities
2. Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of HVE Enforcement Participation must comply with the following:
 3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.
 4. Sub-Grantee **will engage** in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
 5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a blitz form reporting the total number of citations issued, checkpoints, saturation patrols, arrests, and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.
 6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

DUI/Impaired Compliance

High Visibility Enforcement (HVE) and Public Information and Education (PI&E)

Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154), and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement

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

- Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired enforcement to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.
- Individual DUI/Impaired Officer(s) shift hours **will include** 4:00 p.m. and no later than 7:00 a.m. and will include **Thursday, Friday, Saturday and Sunday.**
- Overtime hours for DUI/Impaired Enforcement **will include** 4:00 p.m. and no later than 7:00 a.m. and will include **Thursday, Friday, Saturday, and Sunday.**
- Proper justification may be requested by MOHS regarding **other dates or time periods** within the jurisdiction for needed enforcement outside the above shifts.
- Specific DUI/Impaired activities in which the Individual Officer(s) (if applicable) and/or other officers assigned to work enforcement **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.

- The Sub-Grantee must participate in the National Drive Sober or Get Pulled Over campaigns endorsed by the National Highway Traffic Safety Administration.
- The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
- The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the State campaigns.
- The Sub-Grantee **will generate** earned media (example: press conference, tv, social media, radio or print news articles) either before, during, or after national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

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

National Drive Sober or Get Pulled Over campaign with enhanced enforcement: Christmas/ New Year's

National Drive Sober or Get Pulled Over campaign with enhanced enforcement: Labor Day

State blitz campaigns with enhanced enforcement: Super Bowl, Memorial Day, 4th of July

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

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

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

- Occupant Protection/Police Traffic Services activities for STEP officers assigned to work enforcement overtime **will include** checkpoints, saturation patrols and other 402 OP/PT specific enforcement activities as designated.
- Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week endorsed by the NHTSA
- The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the State campaigns.
- Sub-Grantee **will submit** HVE blitz forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for national blitz campaigns. Failure to comply with this requirement may result in the delay of reimbursement payments.

- Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after national blitz campaign events and must submit documentation after the occurrence as required by MOHS.
- The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.

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

National Click It or Ticket campaign with enhanced enforcement: Memorial Day

State blitz campaigns with enhanced enforcement: Christmas/New Year's, Super Bowl, 4th of July, Labor Day

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

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

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

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

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

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

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

Audit Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



August 11, 2025

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

Dear Mayor Tannehill,

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

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "KSS" followed by a stylized flourish.

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

**AMENDED CONTRACT TO PROVIDE
MANAGEMENT AND OPERATION OF PUBLIC MASS
TRANSIT**

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

WITNESSETH

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

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

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

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

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

SECTION I. EMPLOYMENT AND ACCEPTANCE

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

SECTION II. PURPOSE

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

SECTION III. SCOPE OF SERVICE

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

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

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

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

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

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

SECTION IV. TERM

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

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

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

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

SECTION V. PERSONNEL

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

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

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

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

SECTION VI. EMPLOYER

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

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

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

SECTION VII. RESPONSIBILITIES OF CLIENT

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

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

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

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

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

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

SECTION VIII. PURCHASE OF MATERIALS AND SUPPLIES

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

SECTION IX. BUDGETS AND PROJECTIONS

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

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

SECTION X. COMPENSATION

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

Total Contract Term:

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

Option Years

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

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

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

SECTION XI.

EMPLOYEE FIDELITY BONDS, AND PERFORMANCE BONDS

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

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

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

SECTION XII. INDEMNIFICATION AND INSURANCE

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

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

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

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

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

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

XIII. REVENUE

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

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

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

SECTION XV. LEGAL COUNSEL

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

SECTION XVI. FORCE MAJEURE

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

XV11. ASSIGNMENT

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

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

SECTION Will. EQUAL EMPLOYMENT OPPORTUNITY

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

SECTION XIX. DEFAULTS

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

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

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

XXI. INTEREST OF PUBLIC OFFICIALS

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

SECTION XXII.
ADDITIONAL FEDERAL REQUIREMENTS

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

SECTION XXIII.
AUDIT AND INSPECTION OF RECORDS

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

SECTION XXIV
NOTICE

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

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

SECTION XXV.
SEVERABILITY AND INTENT

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

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

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

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

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

CITY OF OXFORD

RATP DEV USA

Mayor Robyn Tannehill

Deputy CEO Matt Booterbaugh

Witness

Witness

QUARTER 3 REPORT 2024/2025 FINANCIAL YEAR



Oxford Park Commission



OXFORD

PARK COMMISSION

Quarterly Report

April 2025 - June 2025

A. Staffing Overview

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

B. Facility Organization

5 staffed stations between Coach Howell and OAC locations.

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

Station Assignments (All 5)

1. Coach Howell Front Desk (1)

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

2. Coach Howell Gym (2+)

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

3. Coach Howell Upstairs/Track (1)

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

4. OAC Court 3 (1)

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

5. OAC Court 4 (1)

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

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

II. CULTURE

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

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

III. WHAT WE DO

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

IV. WHAT I WANT TO DO

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

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

Events and Activities:

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

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

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

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

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

Instructional Tennis:

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

Tournaments

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

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

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

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

Facility Rentals:

	Jan. 2025	Feb. 2025	Mar. 2025	Apr. 2025	May. 2025	June. 2025	July. 2025	Aug. 2025	Sept. 2025	Oct. 2025	Nov. 2025	Dec. 2025	Total
January													
Pavilions	0	0	6	18	22	3							49
Stone Center	10	11	12	16	21	19							89
Multipurpose	10	8	9	7	13	0							47
OAC	9	2	2	5	9	8							35
Fit-n-Fun	3	3	6	3	2	1							18
Avent Pickle	0	0	1	1	0	0							2
Pool	0	0	0	0	0	0							0
CHC	0	0	0	2	6	10							18
Fields	0	0	0	0	1	0							1
Monthly Total	32	24	36	52	74	41							259

Leisure Lifestyles of Oxford - LLO:

	Jan. 2025	Feb. 2025	Mar. 2025	Apr. 2025	May. 2025	June. 2025	July. 2025	Aug. 2025	Sept. 2025	Oct. 2025	Nov. 2025	Dec. 2025	2025 Totals
Aquatic	0	0	0	0	0	590							
Pilates	256	245	279	241	276	204							
Adapt. Chair Yoga	146	156	130	97	104	121							
Tai Chi	53	44	30	18	39	19							
Art	31	52	37	34	29	0							
Dance w/ twist	49	56	50	38	50	47							
Yoga	238	186	230	191	185	181							
Cardio & Strength	439	266	418	506	555	462							
Aerobic	267	262	308	295	200	256							
Yarnia	`	`	`	34	27	17							
Bridge	`	`	`	11	7	13							
Mahjong	`	`	`	76	43	51							
Digital Literacy	`	`	`	15	0	0							
Monthly Totals:	1479	1267	1482	1556	1515	1961							

Sports Programs:

Spring Adult Softball
8 teams

The 2025 Season began on March 20 and ended April 24.
Each Team played 10 games.
This adult program added 2 teams this year over last year.

Spring Youth Flag Football
250 Participants

The 2025 season began on April 2 and concluded on May 7.
Each team played 6 games, as this is our secondary season for Flag Football.
There were 250 players this year and that is up from 200 in 2024.
This is the second season of Spring Youth Flag Football Season.

Spring Youth Softball
210 Participants

The 2025 season began on April 14 and concluded on May 29.
Each Team played 10 games this season.
We had one less team this year from 2024.

Youth Spring Baseball 473 Participants	The 2025 season began on April 14 and concluded on May 22. Each Team played 10 games this season. We had 27 less participants this year from 2024.
Summer Youth Basketball 132 Participants	The 2025 season began on June 11 and concluded on July 23. Each team played 6 games, as this is our secondary season for Basketball. We had 23 less participants this year from 2024. This is the second season of 3v3 summer basketball season. Before that we played 5v5 summer basketball.
Spring Youth Soccer 780 participants	The season began in February and ended in April. Each team played 10 games in the spring Season. Games were played on Monday, Tuesdays and Thursday in the spring season.
Spring Youth Volleyball 115 participants	The season began on April 2 and ended on May 7. This was the second season of Spring Youth Volleyball. This is our secondary season where teams play 6 games on Wednesday nights
Summer Basketball Cheer 7 Participants	Summer Basketball Cheer is in its second year with us. Cheer has 4 seasons a year with the OPC Basketball and Flag Football programs.
Oxford Sport & Social Club Kickball - 12 Teams	We offer some non-traditional sports programs for adults a few times a year. We normally offer Kickball in the Summer and fill up with 12 teams. Play began on June 17 and ended in July.
Adult Basketball 0 teams	We have offered adult basketball again for several years, but we just do not have the interest in the community to make it happen.
Pitch, Hit, and Run 17 Participants	We held our annual PHR event in Quad C at mTrade Park on Tuesday May 27th. We had 17 boys and girls between the ages of 1 - 14 sign up to participate.
Braves Country	This year we affiliated with the Atlanta Braves to give the opportunity for teams to play in an all-star setting. The state tournament was supposed to be played in Oxford, but other cities would not commit to a Monday & Tuesday Event. So our teams that wanted to go straight to Atlanta to play in the Braves Country World Series. There were 2 softball teams and 5 baseball teams that went to Atlanta.

Programs:

Gymnastics
Instructor: Lisa Mitchell
Ages: 2 - 16
Class Fee: \$95 - \$515

Session / League	Participants
Summer	46

Fundamental Sideline Cheer
Instructor: Kristi Yancy
Ages: 5 -12
Class Fee: \$300/ Spring - \$180/Summer

Mini Kickers
Instructor: Hunter Crane
Ages: 2 - 4
Class Fee: \$75

Karate
Instructor: Norbert Woods
Ages: 5 & up
Class Fee: \$300

Fencing
Instructor: Margarette Davis
Ages: 5 - 14
Class Fee: \$200 - \$300

Fit & Fun Gymnastics
Instructor: Shannon Cain
Ages: 1 - 5
Class Fee: \$130 - \$160 - Summer Classes
Class Fee: \$30 - Summer Camps

Mini Sluggers
Instructor: Ole Miss Club Baseball Team
Ages: 4 - 5
Class Fee: \$40

Sewing for Beginners
Instructor: Sheila Howard Baker
Ages: 9 - 15
Class Fee: \$55/session

Barton Outfitters Fishing Camps
Instructor: Aaron Barton
Ages: 10+
Class Fee: \$375/Week - \$100/Mini=Day

I Can 5K
Instructor: Elliot Beach (Run Oxford)
Ages: 18 & Older
Class Fee: \$50

XPT Strength and Mobility
Instructor: Lawrence Muruako
Ages: 7 - 12
Class Fee: \$90

Session / League	Participants
Spring	13
Summer	8

Session / League	Participants
Spring	97

Session / League	Participants
Summer	7

Session / League	Participants
Summer	14

Session / League	Participants
Summer	101
Summer Camp	83

Session / League	Participants
Spring	33

Session / League	Participants
Summer	7

Session / League	Participants
Summer	42
Mini	2

Session / League	Participants
March/April	Did not make

Session / League	Participants
Summer	Did not make

Wrestling Lessons
Instructor: North MS Wrestling Club
Ages: 5 - 18
Class Fee: \$60 - \$120

Session / League	Participants
Summer	74

Introduction to Pickleball
Instructor: Worth duPerier
Ages: 16 & Up
Class Fee: \$90

Session / League	Participants
May	8

Aqua Cardio Power
Instructor: Michelle Cohen
Ages: 18 & Up
Class Fee: \$15 - \$15 / Class

Session / League	Participants
June	30

Aqua Therapy Fitness
Instructor: Dontavious Toles/Rebel Body Fitness
Ages: 18 & Up
Class Fee: \$60 - \$120 / month

Session / League	Participants
June	4

Program Notes: These are Independent Contractor led programs, OPC doesn't run these programs.

Independent Contractor Events:

Wrestling Tournament - April 24th, 85 participants

T25 Basketball Camp of Champions - June 26-27, 70 participants

RedMed/Pontotoc Run Club Pickleball Tournament June 28 -29, 39 participants

League of Champions:

The event of choice for this summer season is Open Swim. Each Tuesday and Thursday from 9-10 AM, we have an Open Swim time set at the city pool for those with disabilities who would like to expand and further develop their physical fitness, courage, and bonds with others. Even though this is a non-registration program this summer, it seems we are still averaging between 7-10 participants each day the event takes place.

Day Camp

Overview:

This summer, Day Camp began with an \$80 one-week session on Tuesday, May 26th that lasted thru Friday, May 29th. Following the one-week session, the month-long June session began on Monday, June 2nd and ended on Friday, June 27th. We then divided the June session further into 4-week counterparts, with each week being its' own intersession at the cost of \$100. This division allowed the parents to determine the need for their child to attend either weekly or monthly. The monthly cost was \$350, which included a \$50 discount to the parents who wanted their child to attend the entire month's session.

Staff Training / Open House:

On Thursday, May 21st, we held our staff training and Open House. For the staff training, all Day Camp counselors and supervisors met with the camp directors to discuss the contents of the employee handbook and to allow for the opportunity to discuss possible scenarios and questions that may arise during any camp session. For those who were not previously CPR certified, this was also a set time for him/her to receive his/her certification. Once the staff training was then complete, all parents and children were invited to an Open House to be able to introduce themselves to all camp counselors and directors before any camp session began. This allowed for the children who may have difficulty with transitions, while their parents are able and present, the opportunity to bond with the counselors and directors before beginning camp.

Enrollment:

Throughout the May camp session, enrollment averaged around 80 children each day. This number then grew tremendously in the month of June, to where we were averaging anywhere from 120 -140 children each day with approximately 150 being enrolled each week. We are also projecting the same numbers for the month of July.

Activities:

This summer, we began implementing “centers/rotations” for the children’s activities throughout each camp day. With this, the children are all able to participate in: physical games, arts & crafts, and board/strategy games. This also allows for deeper interactions and bonds to be built between the adults and the children within their care. Some of the other activities that take place beyond the CHC are the Field Trips that we take each Thursday, and the 2 hours of swim time that is available to our campers every Monday and Wednesday.

Marketing Highlights:

April

Summer Day Camp was our biggest promo during the month since the registration concluded on April 28
Easter Egg hunt was hosted on April 8 and it was another really good turnout.

We had a successful Superhero Training Day to end the month.

Promos for Shannon’s summer programs started, which is another reason her numbers have been so good.

May

The most watched Tik Tok we’ve had was due to opening day at the city pool. The pre-season prayer video was watched over 3,000 times.

There were 25 unique designed created in Canva during the month.

Our largest posts were about the pool opening. Both had over 15K in views.

June

Our largest post of the year, and right now likely to be the best post in the history of OPC Facebook, was Felisa’s retirement party. In less than 48 hours, she had over 20K views and the post had interacted with over 11K. We also got 7 new followers.

9,800 followers now on the OPC Facebook page.

On Instagram, we are just under 2,900 followers.

Tik Tok has grown to 715 followers now.

There were 39 unique designs created in Canva during the month.

Facilities:

The Activity Centers have been busy this past quarter with 3 basketball tournaments, volleyball, Pickleball League, Challenger Basketball, and much more. With all the traffic, the centers have performed greatly with minor repairs needed. OPC maintenance staff are doing a great job repairing our great facilities and keeping them up and running for our community to enjoy. Building and Grounds lead by Greg Pinion has done a great job at keeping the playgrounds cut and clean all across Oxford.

Swim Lessons:

Swim lessons are taken place weekly (Monday – Thursday with Friday as the make up day) in the month of June. We have 3 sessions a day: 10-1045am, 11-1145am, and 6-645pm. The weeks include June 2-5, June 9-12, June 16-19, and June 23-26. Each class has 20 children in it which is 60 kids a week with the exception of the last week, the 6-645pm class was for adults. That week had 40 kids and 20 adults.

Parks & Playgrounds:

The City of Oxford has already started the process with the \$500,000 allotted in the budget to replace the 5-12-year-old side of Avent Park which was built in 1997. Our oldest play ground is Stone Park which has been there for over 36 years and is in bad need of replacement. Rivers Hill and the Skate Park was built around 2009. Price Hill, Bailey Branch, and Garden Terrance was built around 2015. Looking at the APA (American Planning Association) and the NRPA (National Recreation and Parks Association), who recommend one park per 2,386 residents.

City Pool:

The Oxford City Pool has had great numbers this summer with one Saturday reaching 673 participants. Everyone is loving the renovation of the pool with the slide being a major attraction for patrons of all ages. The pool opened with 11 life guards and now we are at 24 life guards, with debriefings at the end of every day to discuss and learn from the new challenges presented every day. Pool Operations are running smooth, the most recent project being the installation of the 4 permanent awnings.

Month	Year	Total Revenue from Sports Connect	Paid out by Docket	Profit/Loss
October	2024	\$20,678.35	\$51,366.63	-\$30,688.28
November	2024	\$24,251.08	\$19,196.41	\$5,054.67
December	2024	\$34,100.84	\$26,417.51	\$7,683.33
January	2025	\$104,168.18	\$41,053.97	\$63,114.21
February	2025	\$71,506.41	\$68,130.57	\$3,375.84
March	2025	\$29,576.29	\$42,672.89	-\$13,096.60
April	2025	\$116,199.31	\$50,130.42	\$66,068.89
May	2025	\$40,959.62	\$42,716.52	-\$1,756.90
June	2025	\$75,618.22	\$30,549.41	\$45,068.81
July	2025			
August	2025			
September	2025			
FY 24/25 Totals		\$517,058.30	\$372,234.33	\$144,823.97

3rd Quarter Financial Report 2024-2025

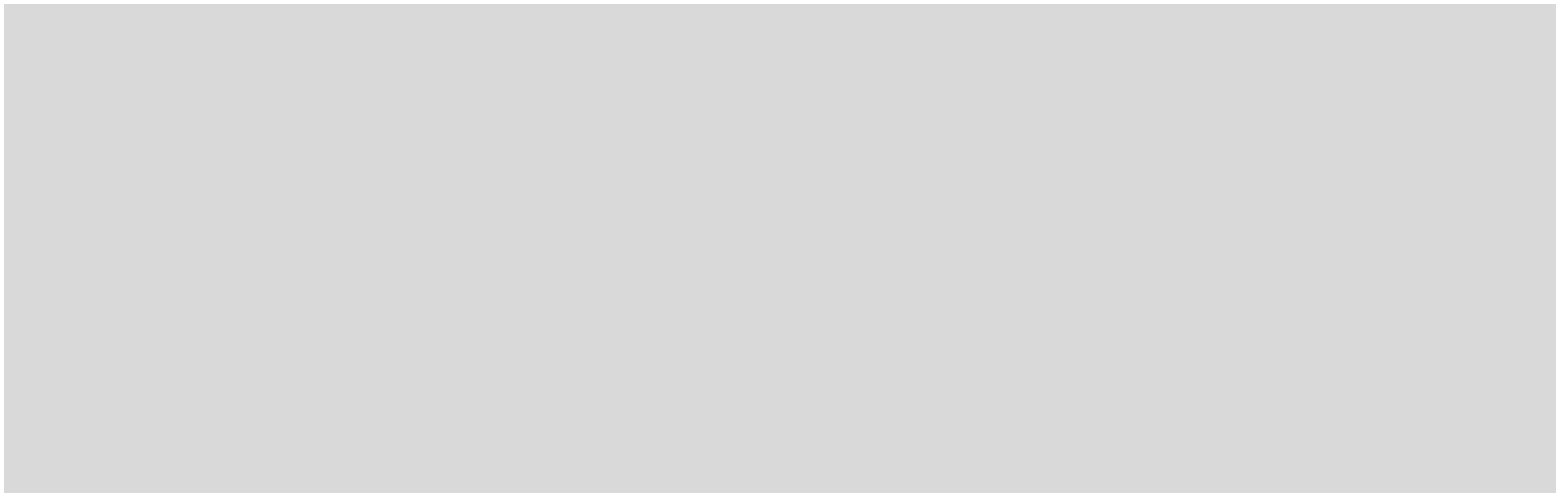
		Apr-25		May-25		Jun-25	
OPC Activity Fund							
Beginning Balance	\$	304,117.42	\$	342,003.90	\$	340,354.33	
Total Additions	\$	95,144.45	\$	62,315.43	\$	75,693.92	
Total Subtractions	\$	58,252.52	\$	62,169.18	\$	40,317.54	
Interest Paid	\$	994.55	\$	1,204.18	\$	1,200.11	
Ending Balance	\$	342,003.90	\$	340,354.33	\$	376,930.82	

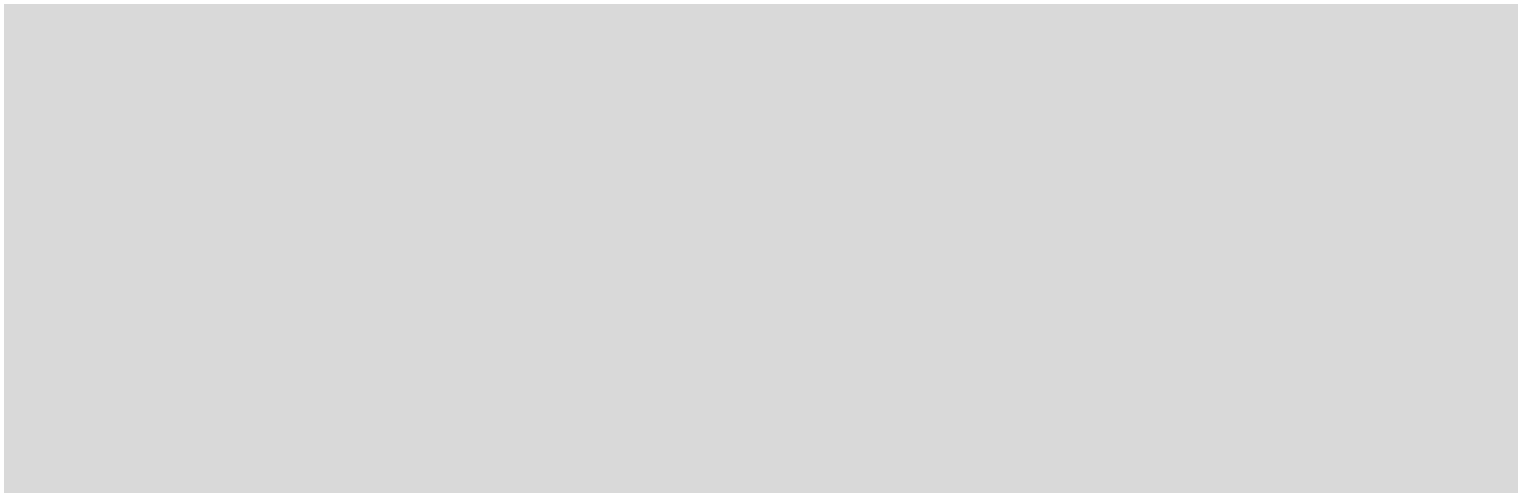
OPC Blue Sombrero

Beginning Balance	\$	5,919.02	\$	28,698.82	\$	29,653.47
Total Additions	\$	97,726.21	\$	40,965.09	\$	61,612.93
Total Subtractions	\$	75,090.00	\$	40,102.00	\$	50,158.00
Interest paid	\$	143.37	\$	91.56	\$	108.17
Ending Balance	\$	28,698.82	\$	29,653.47	\$	41,216.57

OPC Facebook	\$	2,328.82				
Beginning Balance	\$	-	\$	2,336.48	\$	2,344.42
Total Additions	\$	-		\$0.00	\$	-
Total Subtractions	\$	-		\$0.00	\$	-
Interest Paid	\$	7.66	\$	7.94	\$	7.71
Ending Balance	\$	2,336.48	\$	2,344.42	\$	2,352.13

Cash on hand July \$ **420,499.52**









FungoMan FM-DPM Machine Purchase Agreement

This Purchase Agreement ("Agreement") is entered into on [Date] by and between:

Seller:	*Buyer:*	*Product Details:*
FungoMan, LLC 506 Business Pkwy Richardson, TX 75081 318-775-0000 info@fungoman.net	mTrade Park 4259 Old Sardis Road Oxford, MS 38655 662-638-0057 clay@mtradepark.com	Product: FungoMan Machine Model: FM-DPM, FM-250 Quantity: 1 FM-DPM, 1 FM-250

Payment Terms:

1. The total purchase price for the FungoMan Machine(s) is \$39,908.00, payable as follows:

- A 75% down payment of \$29,931.00 is due upon the execution of this Agreement.
- 25% Remaining Balance of \$9,977.00 is due at the time of Shipping
- Freight cost shall be quoted, invoiced 2 weeks before the scheduled ship date

Delivery:

1. The Seller agrees to deliver the FungoMan Machine(s) to the Buyer at the following location: [4259 Old Sardis Road, Oxford, MS 38655].
2. The estimated ship date is 22 weeks from the time of purchase order.
3. Any delivery delays will be communicated promptly to the Buyer.

Ownership:

1. Ownership of the FungoMan Machine(s) shall pass to the Buyer upon full payment.

"Empowering players and those that train them as they make their valuable contribution in their pursuit of excellence."



Cancellation:

1. The Buyer may cancel this purchase at any time before delivery, subject to the following cancellation fees:
 - a. If canceled within [49] days of the execution of this Agreement, a cancellation fee of [10%] of the total purchase price shall apply.
 - b. If canceled after [49] days of the execution of this Agreement, the cancellation fee shall be [20%] of the total purchase price.
 - c. The cancellation fee shall be deducted from any amounts already paid by the Buyer, and any remaining balance shall be refunded to the Buyer within [49] days of cancellation.

Governing Law:

1. This Agreement shall be governed by and construed in accordance with the laws of Louisiana.

Entire Agreement:

1. This Agreement represents the entire understanding between the Seller and Buyer and supersedes all prior negotiations, understandings, and agreements.

Execution:

By signing below, the Seller and Buyer acknowledge their acceptance of the terms and conditions of this Agreement.

Seller's Signature: _____
(Signatory Name)

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

Date: 08/08/2025

Buyer's Signature: _____
(Signatory Name)

Date: _____

"Empowering players and those that train them as they make their valuable contribution in their pursuit of excellence."



COMMERCIAL SALE AGREEMENT

This Sale Agreement (the "Agreement") has been executed on: (8/7/25), the ("Contract Effective Date") by and between:

A. **mTrade Park**
4259 Old Sardis Rd.
Oxford, MS 38655

and

B. **InMotion Systems, LLC. ("HitTrax")**
24 Kendall Drive
Westborough, MA 01581

Buyer and HitTrax, for the considerations set forth, agree as follows:

1. SUBJECT OF THE CONTRACT:

Item 1: HitTrax Suite Cage(s) include: Suite Base Package, Suite Pitching Machine Package, Suite Projector Package, Suite Cage Infrastructure Package, Netting Package, Batting Mat, On-Site Installation and Staff Training, and Suite Software License. **Appendix A.**

Item 2: Annual License for use of the HitTrax Suite software and rights for use of MLB logos and trademarks. The annual license fee for each site is dependent on the number of Suites installed at the location. Separate terms for use of the MLB license may be applicable and fall outside of this Agreement. **Appendix B.**

All items outlined above shall be provided by HitTrax.

2. THE CONTRACT DOCUMENTS:

The Contract Documents consist of:

- (a) this *Agreement*
- (b) the approved HitTrax Pro Forma Invoice ("Pro Forma Invoice")

The Contract Documents represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, or agreements, whether written or oral.

3. CONTACT PERSONS:

HitTrax person(s) responsible for project execution and management:

<u>Name and surname:</u>	Bobby Pease	<u>Name and surname:</u>	Dominic Zaher
<u>E-mail address:</u>	bpease@hittrax.com	<u>E-mail address:</u>	dzaher@hittrax.com
<u>Phone number:</u>	1-774-563-8260	<u>Phone number:</u>	1-508-423-3907

Buyer person(s) responsible for project execution and management:

<u>Name and Surname:</u>	Clay Brownlee	<u>Name and Surname:</u>	
<u>E-mail address:</u>	clay@mtradepark.com	<u>E-mail address:</u>	
<u>Phone number:</u>	1-662-638-0057	<u>Phone number:</u>	



4. PROJECT TIMELINE and PROJECT EXECUTION SLOT:

HitTrax will secure the following project execution slot(s) as follows:

Project Milestone	HitTrax	Buyer
	<u>Date of Receipt of Down Payment & Signed Agreement</u>	
Start of Production of Goods:		-
	<u>No longer than 16 weeks from order or at discretion of Buyer</u>	
Completion of Produces Goods:		
	<u>Immediately following completion or at direction of Buyer</u>	
Shipment of Goods:		-
	<u>Agreed upon date as we approach shipment</u>	
On-Site Installation Start:		-

*CED – Contract Effective Date (see top of the document).

If payment schedule is not met and/or the **Buyer** does not provide project relevant information within the agreed time frame, **HitTrax** and the **Buyer** shall agree on an alternative project execution slot/execution date(s).

5. PAYMENT SCHEDULE:

Buyer agrees to pay **HitTrax** due according to the following payment schedule:

☐ The Pro Forma Invoice, dated _(Month/Day/Year)_ as follows:

Event:	Amount Due:	Due Date:
Order Confirmation:	50% or \$Amount (USD)	<u>(Immediately to place order)</u>
Before Shipment of Goods:	50% or \$Amount (USD)	-
Annual Licensing Fee:	<u>See Appendix A.</u>	<u>Paid for at installation via CC or invoice to company</u>

Bank charges (commission, etc.) associated with holding payment for the goods and equipment delivered, shall be borne by the **Buyer**. All prices are quoted exclusive of taxes, tariffs, duties, and other governmental assessments (collectively, "taxes"). If payment schedule is not met and/or the **Buyer** doesn't provide project relevant information within the agreed time frame, **HitTrax** and the **Buyer** shall agree on an alternative project execution slot/execution date(s).

6. SHIPPING AND DELIVERY:

- The goods and equipment according to the Contract are to be supplied on the conditions of _(FedEx and/or RL Carriers)
- Title in the goods remains with **HitTrax** until payment in full is received. Risk passes to the **Buyer** from the moment of transfer of the goods to the carrier.
- The **Buyer** agrees to pay the import duty and any other local Taxes & Charges relating to the customs clearance process the same day its requested from the customs broker to avoid any delivery delays.

7. SHIPPING AND DELIVERY TERMS:

- 1) All the prices in Pro Forma invoice are an estimated amount at the time of the contract. Transit costs are quoted to last a 30-day window. These numbers are subject to change at the time of shipment and any significant changes will be reflected in a final invoice.
- 2) Title to all goods and equipment subject hereto shall pass to Buyer upon payment of the total sum due.

8. ALTERATIONS & ADDITIONAL INVOICES:

Any changes, modifications or deviations from the *Confirmed Concept design*, this Agreement, and/or the Contract Documents requested and/or required after execution of this Agreement will not be approved absent a written purchase order executed by the **Buyer** and **HitTrax**, which may result in issuance of a subsequent invoice from **HitTrax** or a third party to provide the adequate and necessary materials for proper completion of the project. All such purchase orders shall become a part of this Agreement and the Contract Documents. **Buyer** assumes all responsibility to satisfy subsequently issued invoices. In the event **HitTrax** must issue a subsequent invoice, **Buyer** agrees to satisfy such an invoice within 15-days of its receipt, but not later than **Before Shipment of Goods**.

9. TECHNICAL INPUT DATA DISCLAIMER:

Buyer warrants and assumes all responsibility for the delivery, adequacy, accuracy and/or sufficiency of the field-measured drawings and technical input data incorporated into this Agreement and represents and warrants they have been approved by **Buyer's** architect. **HitTrax** expressly disclaims any liability arising out of any claim that **HitTrax** failed to ascertain and/or report any error or omission in the drawings.

10. THIRD PARTY LIABILITY:

Buyer and **HitTrax** understand **Buyer** may hire and/or retain the services of individuals and/or entities which are not under the direction or control of **HitTrax**, including, but not limited to, contractors, equipment vendors/installers, architects, engineers, space planners and/or interior decorators. In the event **Buyer** directly contracts, hires, employs, or retains any third party to perform any work or furnish any services whether related or unrelated to the equipment provided by **HitTrax** under this Agreement, the Parties expressly agree **HitTrax** shall not be liable for any claimed or incurred damages whatsoever which were or which may have been caused, directly or indirectly, by any said third party.

11. EQUIPMENT INSTALLATION:

HitTrax will provide the labour necessary to supervise the installation of all the purchased equipment.

- a. **HitTrax** will provide the right number of labourers for the supervision of installation, whether by contract or otherwise, **HitTrax** shall have the sole discretion to retain such labourers from any source of its choosing. **HitTrax** shall carry out equipment installation and shall provide organisational support and installation supervision services. **HitTrax** agrees that the amount agreed for such labour and all installation costs is already included in the total price.
- b. **HitTrax** will also provide a team of skilled workers for the whole period of the installation who will work under the supervision of **HitTrax**. Such workers will have contractual relationship with **HitTrax**. **HitTrax** will also provide – based on Installation manual - the work equipment (tools, machines) for installation and shall bear all the cost for it. Instructions for the installation preparation shall be accepted by the **Buyer** at least 14-days before the start of the installation. Failure to meet these terms may result in the rescheduling of On-Site Installation.

12. TAXES:

All prices are quoted exclusive of taxes, tariffs, duties, and other governmental assessments (collectively, "taxes"). Any taxes which **HitTrax** may be required to pay or collect, through assessment or otherwise, under any existing or future law with respect to the sale, purchase, delivery, transportation, exportation, storage, processing, use or consumption of any goods or services to, by, or for **Buyer**, including, without limitation, taxes upon or measured by receipts from sales or services, shall be for the account of **Buyer** and shall be paid by being added to the price of such goods or services and included in the remaining **10% balance ("Before On-Site Installation")**.

13. INSPECTION OF EQUIPMENT & CLAIMS:

HitTrax warrants that all goods and equipment supplied hereunder will be of satisfactory quality, free from defects and fit for the intended purpose. Moreover, **Buyer** shall inspect all goods and equipment upon delivery of such goods and have the right to reject the goods and equipment within 7-calendar days from the date of delivery. The **Buyer** shall notify **HitTrax** and send quality photograph(s) of the Good(s) of inadequate quality with the pallet



marking, the Good(s) itself with the image enlargement sufficient to deal with the defect, and the inscription on the marking, as well as written statement(s) with detailed description(s) of the defect detected, the number of defects and the price of the defective goods and claim amount. If the rejection of goods and equipment is justifiable, **HitTrax** shall arrange for the return of such items at no expense to **Buyer**. **HitTrax** shall send replacement Good(s) to **Buyer** in a timely manner from the time of notice. The **Buyer** has the right at his own expense to ensure the presence of his representative (including an independent inspector) during the transfer of the goods to the carrier to check the quantity and quality of the shipped goods. The absence of claims on the part of the **Buyer** at the time specified is confirmation that the **Buyer** has received the goods of the appropriate quality.

14. HARDWARE WARRANTY:

- a. Hardware warranties begin once Good(s) have been delivered to **Buyer** and are covered for a duration of 12 consecutive calendar months ("**warranty period**") pursuant that the following conditions are satisfied by all parties:
- b. Where Good(s) have been provided by **HitTrax** and are found to be defective within the warranty period, **HitTrax** shall repair and/or replace defective Good(s) free of charge for a period of 12-months.
- c. The **Buyer** notifying **HitTrax** in writing immediately upon the defect becoming apparent.
- d. The defect being due to the faulty design, materials, or workmanship.
- e. Any Goods to be repaired or replaced shall be returned to the Company at the **Buyers** expense, if so, requested by **HitTrax**.
- f. **HitTrax** shall be entitled in its absolute discretion to refund the price of the defective Good(s) if such price has already been paid.
- g. ***This warranty does not cover abuse, misuse resulting in damage(s), or neglect from Buyer including failure to maintain a clean and controlled environment.***
- ***THE PARTIES AGREE WEARING PARTS AND MAINTENANCE ITEMS ARE EXCLUDED FROM THIS WARRANTY.***

15. LIMITATIONS OF REMEDIES:

Buyer's exclusive remedies with respect to any goods furnished by **HitTrax** which are found to be defective or otherwise not in conformity with any warranty or any invoice within the warranty period shall be limited to, at **Buyer's** sole option: either (1) replacement of any defective or non-conforming Good(s) (pursuant to SECTION 13), (2) a credit to **Buyer's** account for so much of the purchase price as related to any defective or non-conforming Good(s), or (3) a one-time extension to **Buyer** hardware warranty for any defective or non-conforming Good(s) at the discretion of **HitTrax**.

16. LIMITATIONS OF LIABILITY:

Under no circumstances shall the Parties be liable to each other for any special, punitive, incidental, or consequential damages, or for any claims for lost or impaired profits.

17. GOVERNING LAW:

Any dispute which may arise out of this Agreement shall be resolved by the Parties in an amicable way by means of negotiation, through exchange of correspondence sent via e-mail, improvement of the accuracy of terms or conditions hereof, making necessary memorandums, amendment, or addendum to the Agreement or by any other means.

If Parties certify impossibility to achieve mutually acceptable decision on specific disputes arising out of or in connection with the present Agreement, then these shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in New York City, New York, by three arbitrators appointed in accordance with said Rules. The Parties hereby expressly waive any rights to any other jurisdiction to which the Parties may now or in the future be entitled to for reason of their present or future domiciles or for any other reason.

18. FORCE MAJEURE:

Neither party shall be liable to the other for any delay or failure in performing its obligations under this Agreement to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable ("Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, strike, embargoes, or industrial disturbances.



19. INDEMNITY:

- **Buyer** shall defend and indemnify **HitTrax** against all claims, demands, liens, damages, causes of action, liabilities, losses, costs, or expenses of any and every manner, directly or indirectly, from the alleged negligent acts and/or omissions of **Buyer** or attributed to **Buyer**.
- **HitTrax** shall defend and indemnify **Buyer** against any and all claims, demands, damages, causes of action, liabilities, and/or losses, costs, or expenses of any and every nature whatsoever arising in any manner, directly or indirectly, from any allegations of product defects, negligence relating to the manufacturing of the Good(s) and equipment subject hereto, failure to properly perform **HitTrax** obligations hereunder, breach of warranty relating to the Good(s) and equipment subject hereto or from the alleged negligent acts and/or omissions of **HitTrax**.

20. NOTICES:

All notices under this Agreement shall be in writing and shall be delivered by e-mail, hand delivery, or certified mailing. Notices shall be effective upon actual receipt. Refusal to accept delivery or inability to deliver because of change of address of which no notice was given shall be deemed the equivalent of delivery. Notices shall be delivered to the address of a party as set forth below in this Agreement or to such other address as either party may notify the other.

21. ASSIGNMENT:

Neither party may assign this Agreement without the written consent of the other party.

22. FINANCE CHARGE:

Buyer understands and agrees that **HitTrax** shall be entitled to a finance charge of the lesser of **1.0% per month** on all amounts owed pursuant to the Invoice which remain unpaid for 30-days after the date such Invoice payment falls due.

23. STORAGE FEE:

HitTrax shall notify **Buyer** when any of the equipment is ready for delivery and shall ship such equipment to **Buyer** within 15-days of such notice. If **Buyer**, for any reason, declines or delays shipment after receiving such notification, **HitTrax** is entitled to assess a storage fee of \$250.00 (USD) per week / container (=76 cu. m. = 2.700 cu. ft.) after the seventh day of such notice as fair and reasonable compensation for the time and expense associated with additional storage of any such equipment.

Buyer is not responsible for any storage fee until given approval of shipment.

24. CHANGE ORDERS AND RESTOCKING FEES:

Once an order is placed neither **HitTrax** nor **Buyer** shall make any changes in the work without issuance of a written change order that is first executed by both **HitTrax** and **Buyer**. Both parties must obtain written change orders or, at a minimum, email authorization of specific changes in the work **BEFORE** proceeding with any additional work or variations.

In the event of a change order, pursuant to the above paragraph, **HitTrax** reserves the right, at their sole discretion, to charge a change order fee equal to the amount of the additional labour or materials necessary to fulfil the change order agreement. Where necessary, production schedule, shipping schedule, or delivery schedule shall be revised and updated per this agreement.

HitTrax reserves the right, at their sole discretion, to impose a 25% restocking fee for change orders that invalidate this agreement.



25. WAIVER OF RELIANCE:

Buyer and **HitTrax** represent they have the capacity to execute this Agreement, and by their signatures below, agree to the terms of this Agreement and the Contract Documents. **Buyer** and **HitTrax** further represent they have read this Agreement and the Contract Documents in their entirety, understand their implications, and have had an opportunity to review them with counsel of their own choosing. **Buyer** and **HitTrax** agree and represent that no promise or agreement has been made which is not contained in this Agreement or the Contract Documents, and that the Parties are not relying upon any statement or representation of their respective agents in executing this Agreement.

26. INTELLECTUAL PROPERTY:

Any writing, invention, design, system, process, or development, strategy, or discovery conceived, developed, created, or made by **HitTrax** which is provided to the **Buyer** in furtherance of performing under this Agreement, whether patented, registered, copyrighted, or otherwise, is the sole and exclusive property of **HitTrax**. **Buyer** shall not disclose any of this information to any third parties absent **HitTrax** written consent and further agrees to take reasonable efforts to keep any such information it may receive from **HitTrax** confidential. **Buyer** further agrees it shall not use or implement any of this information to build, develop, market, sell, or create any like or similar products with another individual or entity of like or similar business to that of **HitTrax**. Further, **HitTrax** shall not disclose any proprietary information belonging to the **Buyer** not already known or disclosed to **HitTrax**, including, but not limited to venue attractions and its components designs and layouts, trade information, designs, any information **HitTrax** learns from **Buyer**, or other similar information ("Buyer's IP") to any third parties absent **Buyer's** written consent, and further agrees to take reasonable efforts to keep any such information it may receive from **Buyer** confidential. The intellectual property rights in Buyer's IP shall remain the property of **Buyer** and shall not transfer to **HitTrax**. **HitTrax** has the right to use public information for its own promotional purposes.

27. ENTIRE AGREEMENT

This Agreement, including the above referenced Contract Documents, represents the entire agreement of the parties and supersedes any prior agreements on this matter. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement the terms or conditions of this Agreement shall be binding unless hereafter made in writing and signed by the parties to be bound, and no modification shall be affected by the acknowledgement or acceptance of any forms containing terms or conditions at variances with or in addition to those set forth in this Agreement. This Agreement may be amended or modified only by a written agreement executed by the Parties. Time is of the essence in the performance of all obligations hereunder.

BUYER:

HitTrax:

mTrade Park
4259 Old Sardis Rd.
Oxford, MS 38655

InMotion Systems, LLC.
24 Kendall Drive
Westborough, MA 01851

represented by

represented by

Sign & Date

Sign & Date



Appendix A

Proforma Invoice (Attached separately)

Appendix B

The use of the HitTrax Suite software requires an active, valid license. Each individual system must be licensed separately to access and use system features, including but not limited to Leaderboards, Gaming Modules, HitTrax and MLB Trademarks.

An **Annual Licensing Fee** shall be due and payable upon the completion of installation. Payment may be made via HitTrax-issued invoice or credit card. To maintain uninterrupted access, the Annual Licensing Fee will be invoiced and charged on a recurring annual basis.

Failure to remit payment within thirty (30) days of the invoice due date shall result in automatic suspension and/or termination of software access.

Licensing fees are based on the total number of HitTrax Suites licensed under the account and are assessed as follows:

1 Suite: \$5,000
2-3 Suites: \$10,000
4-5 Suites: \$15,000
6 or more Suites: \$20,000



Company Address 506 Business Pkwy
Richardson, Texas 75081
United States

Created Date 8/7/2025
Expiration Date 8/21/2025
Quote Number 00013428
Owner Name Daniel Cucjen

Phone (318) 755-0000
Email daniel.cucjen@fungoman.net
Fax (318) 759-0335

Contact Name Clay Brownlee
Phone 662-816-1444
Email clay@mtradepark.com

Ship To Name mTrade Park
Ship To 4259 Old Sardis Rd
Oxford, MS 38655

Product	Quantity	Sales Price	Discount (Percentage)	Subtotal
FM- DPM Dual BB/SB Pitching Machine	1.00	\$19,295.00		\$19,295.00
FM- DPM 1-YR Full Coverage Customer Care Package	1.00	\$1,199.00		\$1,199.00
FM- DPM 1-YR Software License	1.00	\$199.00		\$199.00
FM- DPM Installation and Calibration	1.00	\$800.00		\$800.00
FM-250 Automated Baseball Practice Machine	1.00	\$15,000.00		\$15,000.00
FM-250(S) 1-YR Full Coverage Customer Care Package	1.00	\$1,000.00	100.00%	\$1,000.00
FM-250(S) Deluxe Software License 1-Year	1.00	\$25.00		\$25.00
FM-250(S) FungoMan Pitching Screen	1.00	\$350.00		\$350.00
FM-250(S) Manual Controller	1.00	\$695.00		\$695.00
FM-250(S) Standard 12 Gauge Custom Ext Cord	1.00	\$0.00		\$0.00
FM-250(S) Standard Software License	1.00	\$0.00		\$0.00
FM-250(S) Wireless Controller Motorola Moto G Play	1.00	\$695.00		\$695.00
FM- Travel Fee	1.00	\$1,650.00		\$1,650.00

Subtotal \$40,908.00
Total Price \$39,908.00
Grand Total \$39,908.00

SHIPPING & HANDLING TBD



	InMotion Systems, LLC 24 Kendall Drive Westborough, MA 01581 Phone: (508) 353-3756	Quotation	
		Quote Number:	080125008BPS
		Date:	Friday, August 1, 2025
		Quote Valid Until:	September 1, 2025
mTrade Park		Clay Brownlee	

Quote Summary				
Hardware				
PART #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
HTRX200SW	HitTrax Suite Base Package <i>(See page 2 for full details)</i>	1	\$44,750.00	\$44,750.00
HTRXBR-2	HitTrax Suite Automated Ball Retrieval System <i>(See page 2 for details)</i>	1	\$8,750.00	\$8,750.00
HTRXCI-P	HitTrax Suite Cage Infrastructure Package: <i>(See page 2 for full details)</i>	1	\$13,750.00	\$13,750.00
HTRXTRF	HitTrax Suite Netting, Turf & Batting Mat Package: <i>(See page 2 for full details)</i>	1	\$6,500.00	\$6,500.00
HTRX200SW	HitTrax Pro Base Package <i>(See page 2 for full details)</i>	1	\$15,545.00	\$15,545.00
Software				
PART #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
HTSLNS	HitTrax Suite License <i>(See Software Terms & page 2 for full details)</i>	1	\$5,000.00	--
HTPLNS	HitTrax Pro License <i>(See Software Terms & page 2 for full details.)</i>	1	<i>(See Terms)</i>	TBD
Installation and Training				
PART #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
OSINS	Onsite Installation: All Expenses Included, 2-3 Reps 2-3 days, Subject to Change	1	\$8,750.00	\$8,750.00
			Hardware:	\$89,295.00
			Software:	<i>(See Terms)</i>
			Subtotal:	\$89,295.00
			Installation:	\$8,750.00
			EST Shipping: (See Terms)	\$4,525.00
			Total (USD):	\$102,570.00
			50% Down Payment Due	\$51,285.00



PAYMENT TERMS:

- Signed Purchase Order and 50% required to secure order. Full balance required prior to shipment. Estimated lead time is about 3-4 months from order as of today's date.
- Shipping Estimates are subject to change depending on time of order and shipment. HitTrax will provide an accurate estimate as soon as final hardware & destination address are determined.
 - **Final shipping charges will be reflected on the final invoice if any differences in our cost at time of order**
- Remaining Balance due PRIOR TO SHIPMENT. Must receive payment to release hardware.
- Any hardware changes or requests after down payment are subject to a restocking fee.

Warranty Information

- Twelve (12) Month HitTrax hardware warranty from date of installation.
- Twelve (12) Month FungoMan Pitching Machine Full Hardware Coverage.
- Twelve (12) Month MSI manufacturer's warranty.
 - **External Damage not covered.**

SOFTWARE TERMS:

HitTrax Suite requires an active license. Fees for 1 Suite is charged annually at \$5,000.00. The Licensing Fee shall be due on the day of installation and payable by company invoice or credit card. This will be billed & charged annually or monthly to continue the use of the Suite software. Failure to pay within a 30-day grace period will result in termination of software.

The Pro Subscription ranges in options and will be worked out at installation as well. Please refer to the Pro Price List for options.

Thank you for choosing InMotion Systems

Product Sheet

Suite Hardware

PART #	ITEM	DESCRIPTION	UNIT PRICE
HTRX200SW	HitTrax Suite Base Package	Includes: • High Impact HitTrax Tracking Sensor & Mounting Bracket • (1) MSI Creator PC & Touch Screen, 24" • HitTrax Suite Kiosk • HitTrax Smart Plate • Custom Build Integrated FungoMan Pitching Machine. • (1) Baseball Throwing Head OR (1) Softball Throwing Head. • 6-dozen Featherlite Baseballs OR 5-Dozen Featherlite Softballs. • High-Impact Custom Projector Screen w/ Premium Skrim Siding • (1) Overhead & (2) Side IFR Light-Blocking Screens. • 7000-Lumen Laser Projector & Custom Mounting Tray • All Hardware, Cabling, and Adapters included	\$44,750.00
HTRX200SW	HitTrax Pro Base Package	Includes: • High Impact HitTrax Frame • HitTrax overhead mounting bracket & Lexan enclosure • Infrared High-Speed Cameras & LED Sources • (1) MSI AIO Touch Screen, 24" • HitTrax Kiosk	\$15,545.00



HTRXCI-P1	HitTrax Suite Cage Infrastructure Package	Includes: • Black Powder Coated Steel Batting Cage Frame • 2 x 2 x .083 Square Tubing (30'L x 15'W x 11'H) • Custom designed to properly secure all hardware in Suite Base Package	\$13,750.00
HTRXNT-P	HitTrax Suite Netting & Turf Package	Includes: • Netting – 42oz. • Black Batting Mat (6'L x 12'W) • Black Turf Flooring (30'L x 15'W)	\$6,500.00
HTRXE-2	Elevator Ball Retrieval System	Includes: • Conveyor dimensions: (80" L x 5.5" W 7.5" H) • Elevator column dimensions: (9.25" D x 5.5" W x 80" H) • Synaccess Power Distribution Control Box • Elevator and Conveyor Gear Motors and External Fans	\$8,750.00
HTRXBP-5	HitTrax Suite Bat Package	Includes: • 5 Marucci Metal Bats (Choose sizes and weights)	\$1,650.00
<i>Suite Software</i>			
PART #	ITEM	DESCRIPTION	ANNUAL LICENSE FEE
HTSLNS	HitTrax Suite License	• Subscription fees charged separately from hardware fees. • Subscription must be active to use System and Gaming Modules. • Gaming Modules include Batting Practice, Point Game, Home Run Challenge, and Team Battle. • Fee includes MLB Licensed Stadiums and Trademarks, Tech Support, and Software Upgrades. • Can be billed annually or monthly	1 SUITE: \$5,000 2-3 SUITES: \$10,000 4-5 SUITES: \$15,000 6 OR MORE: \$20,000

-
- Telephone number of operators.

Questions regarding opening burning should be directed to the Mississippi Department of Environmental Quality, North MS Field Services, 8 County Road 413, Oxford, MS 38655, phone (662) 234-3733 or to the Oxford Fire Department, 399 McElroy Drive, Oxford, MS 38655, phone (662) 232-2411.

(Ord. No. 2019-1, § 1, 1-2-2019)

Secs. 38-7—38-24. Reserved.

ARTICLE II. TECHNICAL CODES²

DIVISION 1. GENERALLY

Secs. 38-25—38-51. Reserved.

DIVISION 2. FIRE PREVENTION CODE

Sec. 38-52. Adoption; certification and filing; penalty for violation.

- (a) Code adopted. As authorized by MCA 1972, § 21-19-25, the International Fire Code, ~~2024~~ 2018 edition, and all appendices thereto, is hereby adopted as the official fire prevention code of the city, excluding the portion of the code pertaining to the requirement of sprinkler systems in residential townhomes.
- (b) A copy of such code shall be certified by the mayor and city clerk and filed as a permanent record in the office of the city clerk. Current amendments shall be maintained in the office of the city clerk.
- (c) Unless otherwise provided herein, any person, firm, partnership, corporation or association violating any of the provisions of such code shall be fined not more than \$1,000.00 or sentenced to not more than six months in jail, or both. Each day a violation continues shall be deemed a separate offense.

(Code 1968, § 10-12; Ord. of 5-23-1967, §§ 1, 4; Ord. of 6-4-1968, § 1; Ord. No. 1971-13, § 1, 9-7-1971; Ord. No. 1974-5, §§ 1, 2, 8-6-1974; Ord. No. 1976-5, §§ 1, 2, 5-4-1976; Ord. No. 1980-9, §§ 1, 2, 8-19-1980; Ord. No. 1984-13, §§ 1, 2, 10-2-1984; Ord. No. 1985-8, §§ 1, 2, 7-16-1985; Ord. No. 1992-13, §§ 1, 2, 11-3-1992; Ord. No. 1995-2, § 1, 1-3-1995; Ord. No. 1998-28, § 1, 11-17-1998; Ord. No. 2013-4, 2-19-2013; Ord. No. 2014-5, § 1, 3-4-2014; Ord. No. 2018-24, 12-18-2018)

Sec. 38-53. Enforcement of code.

The fire prevention code shall be enforced by the chief of the Oxford Fire Department or his designee or appointee. Such designation or appointment shall be made in writing and a record of such current designee(s) or appointee(s) shall be maintained by the Oxford Fire Department.

²State law reference(s)—Enacting fire regulations, MCA 1972, § 21-19-21; adoption of technical codes, MCA 1972, § 21-19-25.

(Code 1968, § 10-13; Ord. No. 2013-4, 2-19-2013; Ord. No. 2014-5, § I, 3-4-2014; Ord. No. 2018-24, 12-18-2018)

Sec. 38-54. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Chief of the bureau of fire prevention or bureau of fire prevention means the chief of the fire department.

Corporation counsel means the city attorney.

Pyrotechnic composition means a chemical mixture that produces visible light displays or sounds through a self-propagating, heat-releasing chemical reaction which is initiated by ignition.

Pyrotechnic special-effect material means a chemical mixture used in the entertainment industry to produce visible or audible effects by combustion, deflagration or detonation. Such chemical mixture predominantly consists of solids capable of producing a controlled, self-sustaining and self-contained exothermic chemical reaction that results in heat, gas, sound, light or a combination of these effects. The chemical reaction functions without external oxygen.

(Code 1968, § 10-14; Ord. No. 2013-4, 2-19-2013)

Sec. 38-55. Modifications.

The chief of the fire department shall have the power to modify any provision of the code hereby adopted upon application in writing by the owner, the lessee or the duly authorized agent of either, when there are practical difficulties in the way of carrying out the strict letter of the code, provided the spirit of the code shall be observed, public safety secured and substantial justice done. The particulars of such modifications when granted or allowed and the decision of the chief of the fire department thereon shall be entered upon the records of the department and copies of said particulars and decision shall be signed by the chief of the fire department and furnished to the applicant and to the mayor and board of aldermen.

(Code 1968, § 10-15; Ord. No. 2013-4, 2-19-2013)

Sec. 38-56. Appeals.

Whenever the chief of the fire department shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the chief of the fire department to the mayor and board of aldermen within 30 days from the date of the decision which is appealed from.

(Code 1968, § 10-16; Ord. No. 2013-4, 2-19-2013)

Sec. 38-57. Time to cure violation.

Unless otherwise provided, any person, firm, partnership, corporation or association violating any provisions of said code, other than provisions included in section 38-58, shall be given 30 days to correct said code violation. If violation continues after this period, written notification shall be given of the continuing violation, and an additional 14 days to correct shall be granted.

(Ord. No. 2014-5, § I, 3-4-2014)

Editor's note(s)—Ord. No. 2014-5, § 1, adopted March 4, 2014, in effect repealed the former § 38-57, and enacted a new § 38-57 as set out herein. The former § 38-57 pertained to penalty for violation and derived from the Code of 1968, § 10-17; and Ordinance May 23, 1967, Ord. No. 1974-5, adopted August 6, 1974; Ord. No. 1980-9, adopted August 19, 1980 and Ord. No. 2013-4, adopted February 19, 2013.

Sec. 38-58. Specified penalties certain hazards.

Notwithstanding the provisions of section 38-57, the penalty for violating the following provisions of International Fire Code, as adopted herein, shall be as follows, and immediate citations may be issued, in the discretion of the fire chief and his certified code and/or law enforcement officer designee(s):

- I.F.C. ~~2024 2012~~, 505.1
Street Address Not Posted or Not Visible\$50.00
- I.F.C. ~~2024 2012~~, 703.1
Breach in Fire Wall/Fire Stops\$50.00
- I.F.C. ~~2024 2012~~, ~~1010.1.3~~ and ~~1010.2 703.2~~
Fire/Exit Door Inoperative\$200.00
- I.F.C. ~~2024 2012~~, 901.6 and ~~110.2~~
Sprinkler/Standpipe/Alarm System Needs Testing\$50.00
- I.F.C. ~~2024 2012~~, 901.6-7 and 901.9
Sprinkler/Standpipe or Fire Alarm Inoperable\$200.00
- I.F.C. ~~2024 2012~~, ~~901.7.6~~ and ~~901.9 901.7~~
~~Notification of Service Termination or Restoration \$50.00~~ Sprinkler/Standpipe/Alarm System Inoperable\$50.00
- I.F.C. ~~2024 2012~~, 901.8 and ~~110.5~~
Removal of or Tampering with Equipment\$500.00
- I.F.C. ~~2024 2012~~, 903.3.3 and 315.3.1
Sprinkler Heads Blocked/Covered\$500.00
- I.F.C. ~~2024 2012~~, 901.6 and ~~110.2~~
Portable Fire Extinguishers Not Inspected\$50.00
- I.F.C. ~~2024 2012~~, ~~110.6 107.5~~
Overcrowding\$500.00
- I.F.C. ~~2024 2012~~, ~~901.8 901.6~~
Disabled Fire Alarm/Fire Protection System\$500.00
- I.F.C. ~~2024 2012~~, ~~1004.9 1004.3~~ and ~~107.5~~
Maximum Occupancy Load Certification Not Visibly Posted\$50.00
- I.F.C. ~~2024 2012~~, ~~314.1~~, ~~315.3.2~~ and ~~1003.6 315.3.2~~, ~~1003.6~~, and ~~1032.2.2.1~~
Storage In or On Fire Escape\$500.00
- I.F.C. ~~2024 2012~~, ~~1009~~, ~~1003.6~~ and ~~315.3.2 315.3.2~~, ~~1003.6~~, ~~1009.3.2~~, ~~1010.1.1~~

Blocked Stairwells or Stairways\$500.00
- I.F.C. ~~2024 2012~~, 1003.6
Blocked Means of Egress\$500.00

I.F.C. ~~2024 2012, 1009.10 1006~~
No Required Exit Directional Signs\$50.00

I.F.C. ~~2024 2012, 1008.2.3 and 1013.3 1006.1 and 1011.3~~
Exit Illumination and Warning Inoperable\$50.00

I.F.C. ~~2024 2012, 1010.2 1008.1.9, 1008.1.9.3, 1008.1.9.8, 1008.1.10~~
Locked Exit Door\$500.00

I.F.C. ~~2024 2012, 1010.2 1010.2.2 703.2.2, 703.2.3, and 1008.1.10~~
Exit or Egress Door Needs Repair\$50.00

I.F.C. ~~2024 2012, 1003.6 and 1018.1 1008.1.9~~
Fire Exit or Aisle Blocked\$500.00

Application; non-waiver. Penalties for each violation may apply to and be assessed against any individual, corporation, association, partnership, trustee, lessee, lessor, agent or assignee found guilty of any such violation. Nothing in section shall in any way limit any remedy, punishment or requirements which may be contained in the International Fire Code or International Building Code or any version of either such code currently adopted by the city. Each day that a violation continues after due notice/citation has been served may be deemed a separate offense.

(Ord. No. 2014-5, § I, 3-4-2014)

Sec. 38-59. Specified penalties for immediate life safety hazards.

Notwithstanding the provisions of section 38-57, the penalty for violating the following provisions of International Fire Code, as adopted herein, considered life safety hazards, shall be as follows:

Three violations of any combination of the following provisions of the IFC within any 12-month period shall result in a fine of \$1,000.00 and imprisonment of up to six months.

I.F.C. ~~2024 2012, 901.7, 901.8 901.801~~
Disabled Fire Alarm/Fire Protection System/Removal of or Tampering with Equipment

I.F.C. ~~2024 2012, 110.6 107.5~~
Overcrowding

I.F.C. ~~2024 2012, 1010.2 1008.1.9, 1008.1.9.3, 1008.1.9.8, 1008.1.10~~
Locked Exit Door

I.F.C. ~~2024 2012, 1003.6 and 1018.1 1008.1.9~~
Fire Exit or Aisle Blocked

I.F.C. ~~2024 2012, 1010.1.3 and 1010.2 703.2~~
Fire/Exit Door Inoperative

I.F.C. ~~2024 2012, 1003.6~~
Blocked Means of Egress

Application; non-waiver. Penalties for each violation may apply to any individual, corporation, association, partnership, trustee, lessee, lessor, agent or assignee found guilty of any such violation. Nothing in this section shall in any way limit any remedy, punishment or requirements which may be contained in the International Fire Code or International Building Code or any version of either such code currently adopted by the city, nor shall it limit in any way prosecution or bringing of suit for the abatement of a nuisance under applicable state statute.

(Ord. No. 2014-5, § I, 3-4-2014)

Sec. 38-60. Specified fees charged for certain inspections.

Fees for inspections requested of and conducted by the fire department for occupancies which require fire department approval for state licensing requirements shall be as follows:

(1) For original inspection of a premises:

Day care centers\$75.00

Adult day care centers75.00

Residential board and care homes75.00

Day treatment centers75.00

Institutional occupancies100.00

Alcohol and drug care centers75.00

(2) For annual re-inspections of a premises:

Day care centers\$50.00

Adult day care centers50.00

Residential board and care homes50.00

Day treatment centers50.00

Institutional occupancies100.00

Alcohol and drug care centers50.00

(3) When new installations or alterations are complete, requests for inspections shall be made 48 hours in advance and a fee of \$50.00 shall be paid to the building department. If the work is not approved, there will be an additional \$100.00 fee for a reinspection. This fee will double for each failure going forward.

- Hood suppression system: \$100.00. This fee doubles for each failure going forward.
- Fire alarm system: \$100.00. This fee doubles for each failure going forward.
- Fire sprinkler system: \$100.00. This fee doubles for each failure going forward.
- Elevator inspection: \$100.00. This fee doubles for each failure going forward.

(Ord. No. 2014-5, § I, 3-4-2014; Ord. No. 2023-4, § I, 3-21-2023)

Sec. 38-61. Amendments.

Section D105 of the 2018 IFC:

- If providing a 26 ft. aerial fire apparatus access road is not reasonably practicable for proposed developments in the Historic Urban Center, the Oxford Fire Department, in consultation with other city departments, may approve alternative measures that provide an equal or greater level of fire protection.

(Ord. No. 2024-2, § 1, 2-6-2024)

503.1 Where required. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3.

503.1.1 Buildings and facilities. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

Exceptions:

1. The fire code official is authorized to increase the dimension of 150 feet (45 720 mm) where any of the following conditions occur:

- 1.1. The building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.
- 1.2. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.
- 1.3. There are not more than two Group R-3 or Group U occupancies.

2. Where approved by the fire code official, fire apparatus access roads shall be permitted to be exempted or modified for solar photovoltaic power generation facilities.

3. City of Oxford requires the building be equipped throughout with an approved fire alarm system installed in accordance with section 907.6

NFPA 2022 CH 13 8.4.9.1 Dry Sprinklers – Where dry sprinklers are connected to wet pipe sprinkler systems protecting areas subject to freezing temperatures, the minimum exposed length of the barrel of the dry sprinkler shall be in accordance with Table 8.4.9.1 (a) or with the following alternatives approved by the City of Oxford:

1. A minimum of 12 inches barrel dry sprinkler head
2. A dry flex sprinkler head
3. A complete dry system

Secs. 38-62—38-119. Reserved.

ARTICLE III. FIREWORKS AND PYROTECHNIC COMPOSITION³

Formatted: List Paragraph, Numbered + Level: 1 +
Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment:
Left + Aligned at: 0.25" + Indent at: 0.5"

³Editor's note(s)—Ord. No. 2013-4, adopted February 19, 2013, amended Art. III, in its entirety to read as herein set out. Former Art. III, §§ 38-120—38-123, pertained to fireworks, and derived from the Code of Code 1968, §§ 19-12.1—19-12.4 and Ord. No. 1978-6, adopted May 2, 1978.

4. Request permission to advertise and conduct a reverse auction for a directional drill boring machine for the OU Electric Division. (Rob Neely)

The OU Electric Division needs a new directional drill boring machine to perform essential construction and service installations. The equipment is needed to replace an aging 2000 boring machine that no longer operates reliably and is expected to cost around \$300,000. The machine was included in the FY2026 budget and will be used daily. The process to advertise, conduct a reverse auction and order the machine will likely take months depending on manufacture/delivery time. Oxford Utilities would like permission to advertise and begin the process to acquire the machine.

OXFORD POLICE DEPARTMENT

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT

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

102-640. - Fees.

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

***Name of Applicant:* Diala Chaney**

***Address:* 101 Charger Loop Oxford, MS 38655**

***Telephone:* 662-801-2745**

***Name of Organization:* Oxford High School Student Council**

***Address:* 101 Charger Loop**

***Telephone:* 662-234-1562**

***Organization Director:* Diala Chaney**

***Email:* dhchaney@oxfordsd.org**

***On Site Contact Person:* Diala Chaney**

Name

***Telephone:* 662-801-2745**

***Requested Date(s):* Sunday, September 21, 2025**

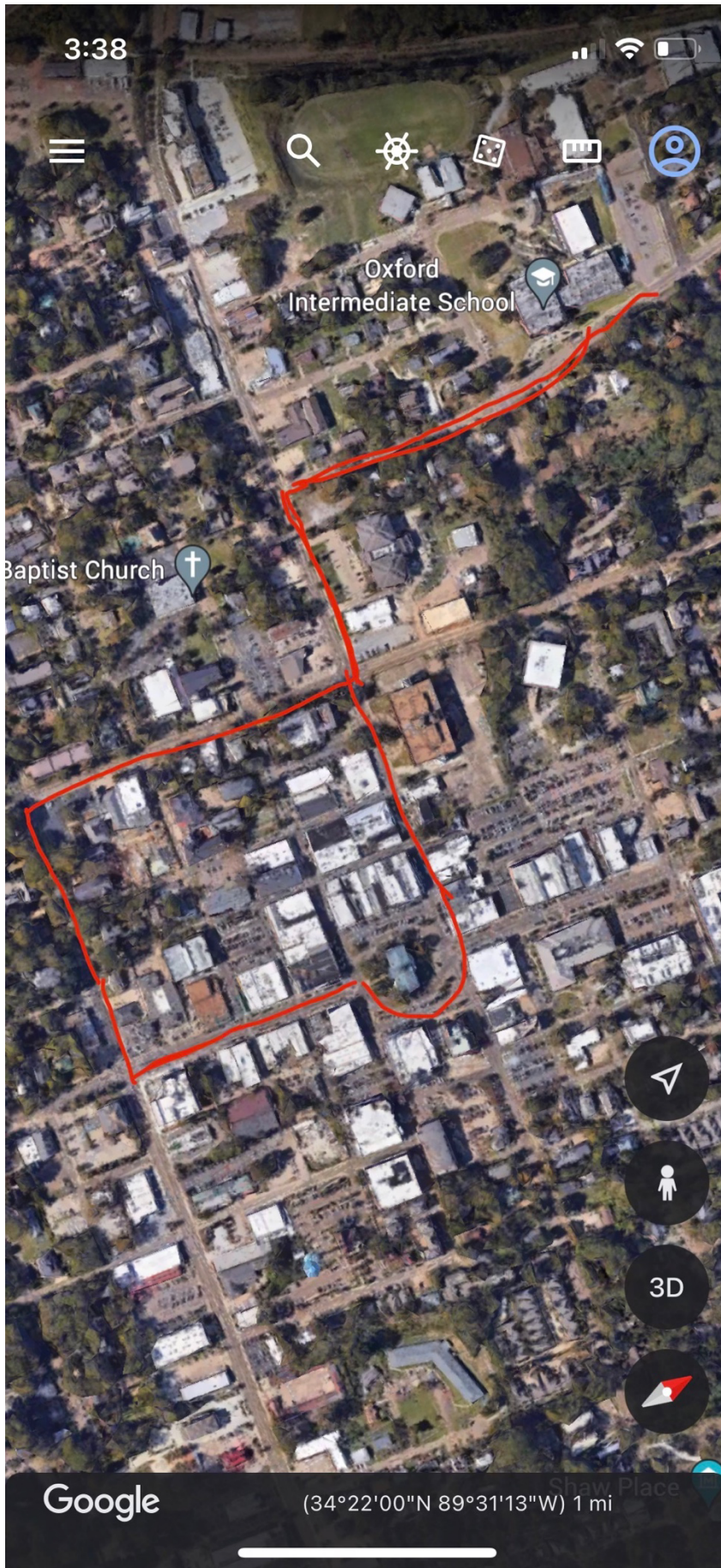
***Requested Time(s):* 6 pm**

***Requested Location(s):* Oxford Intermediate School around square and back**

***Type of Event:* OSD Homecoming Parade**

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

Detailed Route Information, Start to Finish: Starting at Oxford Intermediate School parking lot, we will take a right out of the parking lot on MLK and walk to



Attachments:



Memorandum

To: Mayor and Board of Alderman
From: James Hirsch; Planner I
Date: August 19, 2025
RE: Request approval of a Preliminary Plat for Case #3247, York Developments (Chance Walker) for 'York Flatts', for property located at Anchorage Road (PPIN #6384) (James Hirsch)

The subject property measures a little over ten (10) acres on the north side of Anchorage Road. The applicant proposes a single-lot subdivision, in advance of a site plan currently under review with Staff. The proposed lot complies with the dimensional requirements of Neighborhood Residential (NR).

The Planning Commission unanimously recommended approval of this preliminary plat at the Commission's meeting on August 11, 2025 with the two conditions listed in the staff report.

Recommendation: Staff and the Planning Commission recommend approval of the requested Preliminary Plat for 'York Flatts' with the following conditions:

1. Approval is for the plat as submitted subject to any necessary technical revisions per the Site Plan Review Committee (Planning).

**Case #3247**

To: Oxford Planning Commission
From: James Hirsch; Planner I
Date: August 11, 2025

Applicant: York Developments (Chance Walker)
Owner: Same
Request: Preliminary Plat Approval for 'York Flatts'
Location: Anchorage Road (PPIN #6384)
Zoning: (NR) Neighborhood Residential

Surrounding Zoning:

North, South, East & West: (NR) Neighborhood Residential

Planning Comments: The subject property measures +/- 10.4 acres on the north side of Anchorage Road and is the larger of two tracts bifurcated by the same. The applicant is requesting a single-lot subdivision, in advance of a site plan currently under review by Staff. The proposed lot complies with the dimensional requirements of Neighborhood Residential. This proposal is merely for ownership purposes and does not grant the developer the ability to commence grading or construction. Covenants will be required at the time of the Final Plat approval.

Engineering Comments: Engineering recommends approval of the preliminary plat for York Flatts.

Recommendation: Staff recommends approval of the requested Preliminary Plat for 'York Flatts' with the following conditions:

1. Approval is for the plat as submitted subject to any necessary technical revisions per the Site Plan Review Committee (Planning).
2. Approval of the Preliminary Plat for 'York Flatts' by the Mayor and Board of Aldermen (Planning).



SMITH WALKER
ENGINEERING & SURVEYING

June 17, 2025

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

RE: York Flats
33 of 374 Anchorage Road
Oxford, MS

Dear Ben,

On behalf of our client York Developments, we are making an application for the Preliminary Plat Review for the above-mentioned project located off Anchorage Road across from Acadia Cottages.

The site is approximately 10.40 acres and is zoned Neighborhood Residential (NR). This development proposes a total of 34 residential condominium dwellings with 19 detached units and 15 attached units. The attached units vary from duplexes to quad-plex's.

Water and sewer exist along Anchorage Road. This project will tie into an existing 12" main (sized from existing records) in the ROW of Anchorage Road. The sanitary sewer will be gravity offsite and will leave the site via a proposed sewer main that ties into an existing SMH near the bridge off Anchorage Road.

Stormwater detention for the project is provided with an open detention pond as shown on the construction plans and stormwater report. This site will have vehicle and pedestrian access from Anchorage Road.

Sincerely,
Ben W. Smith
Smith Walker, LLC.

OWNER'S CERTIFICATE

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

WITNESS MY HAND AND SIGNATURE THIS THE ____ DAY OF _____, 2025.

_____(OWNER NAME)
OXFORD FLATS LLC.
112 SHEFFIELD LOOP SUITE C
HATTIESBURG, MS 39402

NOTARY'S CERTIFICATE
STATE OF MISSISSIPPI
COUNTY OF _____

_____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON THIS THE ____ DAY OF _____, 20____, WITHIN MY JURISDICTION, THE WITHIN NAMED _____, WHO ACKNOWLEDGED THAT HE IS A _____, AND THAT FOR AND ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND AS ITS ACT AND DEED, HE EXECUTED THE ABOVE AND FOREGOING CERTIFICATE, FOR THE PURPOSES MENTIONED ON THE DAY AND YEAR HEREIN MENTIONED, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID LIMITED LIABILITY COMPANY TO DO SO.

SIGNATURE OF NOTARY PUBLIC

MY COMMISSION EXPIRES _____

SEAL

MORTGAGEE'S CERTIFICATE

SOUTHERN BANCORP BANK, MORTGAGEE OF THE PROPERTY HEREON, HEREBY ADOPT THIS AS OUR PLAN OF SUBDIVISION AND DEDICATE THE RIGHT OF WAY FOR THE ROADS AND THE UTILITY EASEMENTS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO LAFAYETTE COUNTY, MISSISSIPPI, FOR PUBLIC USE FOREVER. I CERTIFY THAT I AM THE MORTGAGEE IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE ____ DAY OF _____, 20____.

TITLE

SOUTHERN BANCORP BANK
NAME OF BANK

SIGNATURE

PRINTED NAME

NOTARY'S CERTIFICATE
STATE OF MISSISSIPPI
COUNTY OF _____

_____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE ____ DAY OF _____, 20____, WITHIN MY JURISDICTION, THE WITHIN NAMED _____, WHO ACKNOWLEDGE THAT HE/SHE IS _____ OF _____, AND THAT FOR AND ON BEHALF OF THE SAID BANK, AND AS ITS ACT AND DEED, HE/SHE EXECUTED THE ABOVE AND FORGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID BANK TO DO SO.

SIGNATURE OF NOTARY PUBLIC

MY COMMISSION EXPIRES _____

SEAL

ENGINEER'S CERTIFICATE

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

WITNESS MY HAND AND SIGNATURE ON THIS, THE ____ DAY OF _____, 2025.

BEN W. SMITH MS P.E. #5930

SURVEYOR'S CERTIFICATE

I CERTIFY THAT THE WITHIN PLAT OF (SUBDIVISION NAME) IN LAFAYETTE COUNTY, MISSISSIPPI, IS A TRUE AND CORRECT REPRESENTATION OF SAID SUBDIVISION AND THAT I SIGNED AND DELIVERED IT AS MY OWN ACT AND DEED.

WITNESS MY HAND AND SIGNATURE ON THIS, THE ____ DAY OF _____, 2025.

BEN W. SMITH MS L.S. #1909

CITY ENGINEER'S CERTIFICATE

I CERTIFY THAT (DEVELOPER) HAS COMPLIED WITH ONE OF THE FOLLOWING ALTERNATIVES FOR (SUBDIVISION NAME). ALL IMPROVEMENTS HAVE BEEN INSTALLED BY THE SUB-DIVIDER IN ACCORDANCE WITH THE REQUIREMENTS OF THESE REGULATIONS AND WITH THE ACTION OF THE BOARD OF ALDERMAN, GIVING APPROVAL OF THE PRELIMINARY PLAT, AND ACCEPTING MAINTENANCE OF UTILITIES AND STREETS.

A BOND, CERTIFIED CHECK OR IRREVOCABLE LETTER OF CREDIT HAS BEEN POSTED BY THE SUB-DIVIDER WHICH IS AVAILABLE TO THE CITY IN A SUFFICIENT AMOUNT TO ENSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS.

AS THIS, THE ____ DAY OF _____, 2025.

(PRINT)

CITY ENGINEER, CITY OF OXFORD

(SIGNATURE)

COUNTY OF LAFAYETTE
STATE OF MISSISSIPPI

PERSONALLY APPEARED BEFORE ME, MIKE ROBERTS, CHANCERY CLERK, IN AND FOR LAFAYETTE COUNTY, MISSISSIPPI, (OWNER NAME), WHO EXECUTED THE ATTACHED OWNER'S CERTIFICATE THAT WAS SIGNED AND DELIVERED OF THEIR OWN FREE ACT AND DEED, AND ALSO APPEARED BEN W. SMITH, PROFESSIONAL SURVEYOR, WHO EXECUTED THE ATTACHED SURVEYOR'S CERTIFICATE AND ACKNOWLEDGED THAT IT WAS SIGNED AND DELIVERED AS HIS OWN FREE ACT AND DEED.

WITNESS MY HAND AND SIGNATURE THIS THE ____ DAY OF _____, 2025.

(PRINT)

CHANCERY CLERK

(SIGNATURE)

CHANCERY CLERK
COUNTY OF LAFAYETTE
STATE OF MISSISSIPPI

I, MIKE ROBERTS, CHANCERY CLERK, IN AND FOR SAID COUNTY AND STATE, HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK, _____ M. ON THE ____ DAY OF _____, 2025 AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEX AND DULY RECORDED IN PLAT CABINET _____ SLIDE.

WITNESS MY HAND AND SIGNATURE THIS THE ____ DAY OF _____, 2025.

(PRINT)

CHANCERY CLERK

(SIGNATURE)

BOARD OF ALDERMAN
CITY OF OXFORD
COUNTY OF LAFAYETTE
STATE OF MISSISSIPPI

APPROVED AND RECOMMENDED FOR ACCEPTANCE BY THE CITY OF OXFORD, BOARD OF ALDERMAN, THIS THE ____ DAY OF _____, 2025.

(PRINT)
MAYOR, CITY OF OXFORD

(SIGNATURE)

PLANNING COMMISSION
CITY OF OXFORD
STATE OF MISSISSIPPI

APPROVED AND RECOMMENDED FOR ACCEPTANCE BY THE CITY OF OXFORD PLANNING COMMISSION ON THIS THE ____ DAY OF _____, 2025.

CHAIRMAN (PRINT)
CITY OF OXFORD PLANNING COMMISSION

CHAIRMAN (SIGNATURE)

RESTRICTIVE COVENANTS

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

LEGAL DESCRIPTION

DESCRIPTION OF 10.40 ACRES
NORTHEAST & NORTHWEST QUARTER OF
SECTION 13, TOWNSHIP 8 SOUTH, RANGE 4 WEST
CITY OF OXFORD
LAFAYETTE COUNTY, MISSISSIPPI

DESCRIPTION OF A 10.40 ACRE TRACT LOCATED IN THE NORTHEAST & NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 4 WEST, CITY OF OXFORD, LAFAYETTE COUNTY, STATE OF MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE ACCEPTED NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 4 WEST, THENCE FOLLOWING THE NORTH LINE OF SAID SECTION, SOUTH 88 DEGREES 58 MINUTES 34 SECONDS WEST A DISTANCE OF 1,757.78 FEET +/- TO A POINT, THENCE LEAVING THE SAID SECTION LINE, SOUTH 00 DEGREES 30 MINUTES 03 SECONDS WEST A DISTANCE OF 1,492.30 +/- FEET TO A FOUND 1/2" IRON PIN IN THE SOUTH LINE OF THE LILLIE ORANGE PROPERTY, AS RECORDED IN DEED BOOK 384 PAGE 620 AND BOOK 434 PAGE 325 IN THE CHANCERY COURT CLERK'S OFFICE OF LAFAYETTE COUNTY, MS, SAID PIN BEING THE NORTHEAST CORNER AND THE TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED 10.40 ACRE TRACT, THENCE FOLLOWING THE SOUTH LINE OF THE SAID ORANGE PROPERTY AND CONTINUING, SOUTH 00 DEGREES 30 MINUTES 03 SECONDS WEST, A DISTANCE OF 283.10 FEET TO A FOUND IRON PIN WITH CAP IN THE NORTH RIGHT OF WAY OF ANCHORAGE ROAD (25.0 FEET FROM CENTER) SAID PIN BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED 10.40 ACRE TRACT, THENCE LEAVING THE SAID ORANGE PROPERTY AND FOLLOWING THE NORTH RIGHT OF WAY OF SAID ANCHORAGE ROAD THE FOLLOWING CALLS: SOUTH 84 DEGREES 12 MINUTES 12 SECONDS WEST, A DISTANCE OF 215.29 FEET TO A FOUND 1/2" IRON PIN, ALONG A CURVE TO THE LEFT, HAVING A LENGTH OF 319.49 FEET, A RADIUS OF 592.37 FEET, A CHORD BEARING OF SOUTH 70 DEGREES 55 MINUTES 17 SECONDS WEST, AND A CHORD LENGTH OF 315.63 FEET TO A POINT AND SOUTH 56 DEGREES 04 MINUTES 38 SECONDS WEST, A DISTANCE OF 107.22 FEET TO A FOUND 1/2" IRON PIN AT THE NORTHEAST CORNER OF THE OXFORD FLATS LLC. PROPERTY AS RECORDED IN INSTRUMENT # _____ IN THE CHANCERY COURT CLERK'S OFFICE OF LAFAYETTE COUNTY, MS, SAID PIN BEING IN THE SOUTH LINE OF THE HEREIN DESCRIBED 10.40 ACRE TRACT, THENCE LEAVING THE SAID NORTH RIGHT OF WAY AND FOLLOWING THE NORTH LINE OF SAID OXFORD FLATS LLC. PROPERTY, NORTH 89 DEGREES 03 MINUTES 45 SECONDS WEST, A DISTANCE OF 418.02 FEET TO A FOUND 1/2" IRON PIN IN THE NORTH LINE OF LETISHA HARVEY PROPERTY AS RECORDED IN DEED BOOK 2014 PAGE 2302 AND THE SOUTHEAST CORNER OF THE SHO LLC. PROPERTY AS RECORDED IN DEED BOOK 2021 PAGE 8752, THE CHANCERY COURT CLERK'S OFFICE OF LAFAYETTE COUNTY, MS, SAID PIN BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED 10.40 ACRE TRACT, THENCE LEAVING THE NORTH LINE OF THE HARVEY PROPERTY AND FOLLOWING THE EAST LINE OF THE SAID SHO LLC. PROPERTY, NORTH 00 DEGREES 23 MINUTES 23 SECONDS EAST, A DISTANCE OF 135.74 FEET TO A FOUND 1/2" IRON PIN AT THE NORTHEAST CORNER OF THE SAID SHO LLC. PROPERTY AND IN THE SOUTH LINE OF THE MARGARET REDMOND PROPERTY AS RECORDED IN DEED BOOK 509 PAGE 666 IN THE CHANCERY COURT CLERK'S OFFICE OF LAFAYETTE COUNTY, MS, SAID PIN BEING IN THE WEST LINE OF THE HEREIN DESCRIBED 10.40 ACRE TRACT, THENCE LEAVING THE EAST LINE OF THE SAID SHO LLC. PROPERTY AND FOLLOWING THE SOUTH LINE OF THE SAID REDMOND PROPERTY, SOUTH 89 DEGREES 08 MINUTES 27 SECONDS EAST, A DISTANCE OF 33.28 FEET TO A FOUND 1 1/2" BUCKEYE TREE AT THE SOUTHEAST CORNER OF THE SAID REDMOND PROPERTY, SAID PIN BEING IN THE WEST LINE OF THE HEREIN DESCRIBED 10.40 ACRE TRACT, THENCE FOLLOWING THE EAST LINE OF THE SAID REDMOND PROPERTY, NORTH 01 DEGREES 23 MINUTES 31 SECONDS EAST, A DISTANCE OF 167.49 FEET TO A FOUND 1/2" OVAL PI AT THE NORTHEAST CORNER OF THE SAID REDMOND PROPERTY, SAID PIPE BEING IN THE WEST LINE OF THE HEREIN DESCRIBED 10.40 ACRE TRACT, THENCE FOLLOWING THE NORTH LINE OF THE SAID REDMOND PROPERTY, NORTH 89 DEGREES 08 MINUTES 41 SECONDS WEST, A DISTANCE OF 396.29 FEET TO A FOUND 1/2" IRON PIN AT THE NORTHWEST CORNER OF THE SAID REDMOND PROPERTY AND IN THE EAST LINE OF LOT 7 OF WESTERN HILLS SUBDIVISION AS RECORDED IN PLAT CABINET "A" SLIDE 048-01 IN THE CHANCERY COURT CLERK'S OFFICE OF LAFAYETTE COUNTY, MS,

THE SAID REDMOND PROPERTY AND FOLLOWING THE EAST LINE OF THE SAID WESTERN HILLS SUBDIVISION, NORTH 0 DEGREES 23 MINUTES 23 SECONDS EAST, A DISTANCE OF 160.62 FEET TO A FOUND 1/2" IRON PIN IN THE EAST LINE OF LOT 9 OF THE SAID WESTERN HILLS SUBDIVISION AND THE SOUTHWEST CORNER OF THE SAID LILLIE ORANGE PROPERTY SAID PIN BEING IN THE NORTHWEST CORNER OF THE HEREIN DESCRIBED 10.40 ACRE TRACT, THENCE LEAVING THE EAST LINE OF THE SAID WESTERN HILLS SUBDIVISION AND FOLLOWING THE SOUTH LINE OF THE SAID ORANGE PROPERTY, SOUTH 89 DEGREES 39 MINUTES 32 SECONDS EAST, A DISTANCE OF 1,378.80 FEET TO THE POINT OF BEGINNING, CONTAINING 10.40 ACRES OR 453,143 SQUARE FEET. THIS PROPERTY IS SUBJECT TO ALL CODES, REGULATIONS AND RESTRICTIONS, RIGHTS OF WAY, AND EASEMENTS OF RECORD IN EFFECT FOR THE CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI.

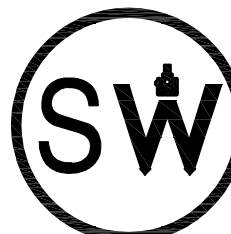
PRELIMINARY PLAT
YORK FLATS
SUBDIVISION
SECTION 13, T-8-S, R-4-W
CITY OF OXFORD
LAFAYETTE COUNTY, MISSISSIPPI
1" = 50'

JUNE, 2025

ZONING: NR-NEIGHBORHOOD RESIDENTIAL DISTRICT
TOTAL AREA: 10.40 ACRES
TOTAL LOTS: 1
OWNER/DEVELOPERS: YORK DEVELOPMENTS LLC.

SMITH+WALKER
ENGINEERING & SURVEYING

8180 AIRWAYS BOULEVARD, SUITE B PH# (662) 393-3346
SOUTHAVEN, MISSISSIPPI 38671 FAX (662) 536-6183



PAGE 1 OF 2

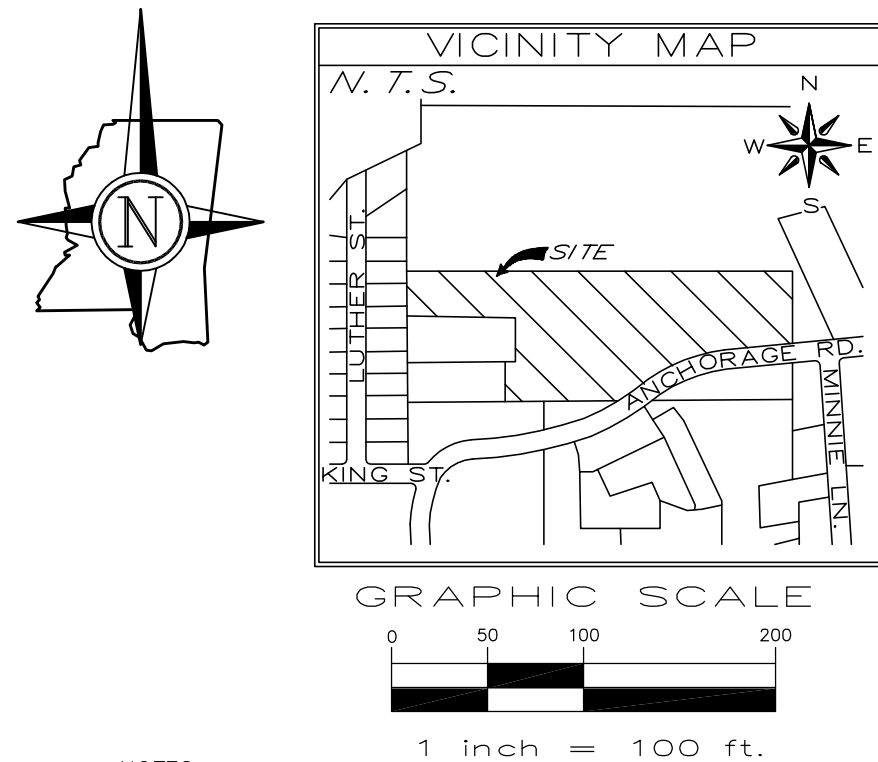
MERIDIAN BASED ON GRID NORTH
MISSISSIPPI S.P.C.S.(2302 MS EAST)
ESTABLISH BY A OPUS SOLUTION SET SEPTEMBER 18, 2024
LAT:N 342321.95493
LONG:W 893403.76993
CONVERGENCE (DEGREES) 0.41480000
POINT SCALE 1.00000619
COMBINED FACTOR 0.99999468

SPECIAL FLOOD HAZARD STATEMENT

BY GRAPHIC DETERMINATION, THE SUBJECT PROPERTY IS NOT LOCATED WITHIN THE LIMITS OF A DESIGNATED FLOOD HAZARD AREA PER FEMA \ FIRM MAP NUMBER 28071C0139C, LAFAYETTE COUNTY, MISSISSIPPI, AND INCORPORATED AREAS EFFECTIVE DATE OF NOVEMBER 26, 2010.

T.B.M.
THE PROJECT BENCHMARK IS IRON PIN LOCATED AT THE SOUTHEAST PROPERTY CORNER OF THE SUBJECT PROPERTY ALSO BEING 10 FEET SOUTH AND FROM A 3.53 FEET WEST OF A POWER POLE AND 2.8 FEET NORTH OF A CONCRETE SWALE.
ELEVATION: 338.23

LEGEND OF STANDARD SYMBOLS		
● BOUNDARY POINT FOUND	← GUY WIRE	— BOUNDARY LINE
△ BOUNDARY POINT SET	⦿ POWER POLE	- - - ADJACENT BOUNDARY (NOT SURVEYED)
○ HORIZONTAL CONTROL POINT	☎ TELEPHONE VAULT	- - - RIGHT OF WAY
⊕ TEMPORARY BENCHMARK	□ PEDESTAL	- - - EASEMENTS
⊕ GAS METER	⚡ HYDRANT	- - - CENTER LINE
⊕ WATER MANHOLE	⊕ WATER MANHOLE	- - - FENCE LINE
⊕ WATER VALVE	⊕ SEWER MANHOLE	- - - OVERHEAD POWER



- NOTES:
- MINIMUM SET BACKS AREAS ARE LISTED OR AS AS SHOWN:
 - STREET FRONTAGE: 20.0'
 - FRONT YARD BUILD TO LINE: 10.0' MIN. 20.0' MAX.
 - REAR: ATTACHED OR DETACHED 25.0'
 - TOWNHOUSES: 30.0'
 - SIDE: DETACHED 10.0'
 - ATTACHED OR TOWNHOUSE 0.0'
 - (15.0' BUILDING SEPERATION)
 - THESE WILL BE CHANGED AND APPROVED IN THE PLAN APPROVAL STAGE.
 - UTILITY EASEMENTS ARE LISTED OR AS AS SHOWN:
 - FRONT: 10.0'
 - REAR: 10.0'
 - SIDES: 10.0'
 - WASTE WATER DISPOSAL PROVIDED BY THE CITY OF OXFORD.
 - WATER WILL BE PROVIDED BY THE CITY OF OXFORD.
 - ALL NEW CORNERS SET BY THIS FIRM WILL BE 1/2" (#4) REBAR WITH PLASTIC CAPS READING E-28599, RLS 1909.
 - THIS IS A CLASS "B" SURVEY.

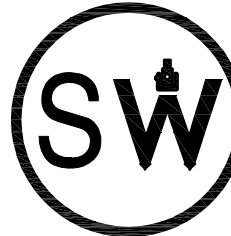
PRELIMINARY PLAT
YORK FLATS
SUBDIVISION
SECTION 13, T-8-S, R-4-W
CITY OF OXFORD
LAFAYETTE COUNTY, MISSISSIPPI
1" = 50'

JUNE, 2025

ZONING: NR-NEIGHBORHOOD RESIDENTIAL DISTRICT
TOTAL AREA: 10.40 ACRES
TOTAL LOTS: 1
OWNER/DEVELOPERS: YORK DEVELOPMENTS LLC.

SMITH+WALKER
ENGINEERING & SURVEYING

8180 AIRWAYS BOULEVARD, SUITE B PH# (662) 393-3346
SOUTHAVEN, MISSISSIPPI 38671 FAX (662) 536-6183



PAGE 2 OF 2



Memorandum

To: Mayor and Board of Alderman
From: James Hirsch; Planner I
Date: August 19, 2025
RE: Request for City Utilities which includes approval of a Preliminary Plat for Case #3251, L&M Holdings (Hudson Magee) for 'Lafayette Landing', for property located at MS Hwy 7 South (PPIN #18389) (James Hirsch)

This is a request to extend City utilities to a proposed development south of City limits on MS Hwy 7 South. The subject property measures 12.24 , which the applicant is proposing to subdivide into thirty-six (36) lots. These proposed lots comply with the relevant dimensional and other requirements of the City's Land Development Code.

The Planning Commission unanimously recommended approval of this preliminary plat at the Commission's meeting on August 11, 2025 with the nine (9) conditions listed in the staff report.

Recommendation: Staff and the Planning Commission recommend approval of this request for extension of City utilities to include approval of the requested Preliminary Plat for 'Lafayette Landing', with the following conditions:

1. Approval is contingent on the Lafayette County Planning Commission approving the development (Planning).
2. Approval is for the preliminary plat as submitted subject to necessary technical revisions (Planning).
3. All site plan review comments from the city and Lafayette County must be addressed satisfactorily prior to permits being issued (Engineering)
4. Water and sewer fees shall be paid before building permits are issued (Engineering).
5. Approval of the stormwater management plan (Engineering).
6. The completed stormwater management facility must be certified by the civil engineer before certificates of occupancy are issued (Engineering).

**Case #3251**

To: Oxford Planning Commission
From: James Hirsch, Planner I
Date: August 11, 2025

Applicant: L&M Holdings (Hudson Magee)
Owner: Same
Request: Request for City Utilities for 'Lafayette Landing', which includes a Request for Preliminary Plat Approval for 'Lafayette Landing'.
Location: MS Hwy 7 South (PPIN #18389)
Zoning: Lafayette County R-2, outside Oxford City Limits

Planning Comments: This is a request for extension of City utilities to serve 'Lafayette Landing', to be located off of Mississippi Highway 7. The property is located in Lafayette County south of Oxford City Limits. It is zoned R-2 according to the Lafayette County Zoning Map.

The aforementioned property measures +/- 12.24 acres, which the applicant proposes to subdivide into 36 lots, to include public right-of-way and area reserved for stormwater detention. The proposed lots comply with relevant City Land Development Code dimensional requirements.

City policy has been to review development in Lafayette County requesting City utilities to evaluate conformity with the recommendations on the Future Land Use Map in the Vision 2037 Master Plan.

Requests for the use of City utilities are also reviewed to ensure that they meet all other standards for subdivisions in the city.

Engineering Comments:

This project is a proposed single family development located on Highway 7 South just south of the Cross Creek Development and immediately north of the City of Oxford wastewater treatment plant. The site proposes 36 single family lots on property containing 12.24 acres.

Access

The site proposes access to Highway 7 by a new public street which will be owned and maintained by Lafayette County.

Water and Sewer

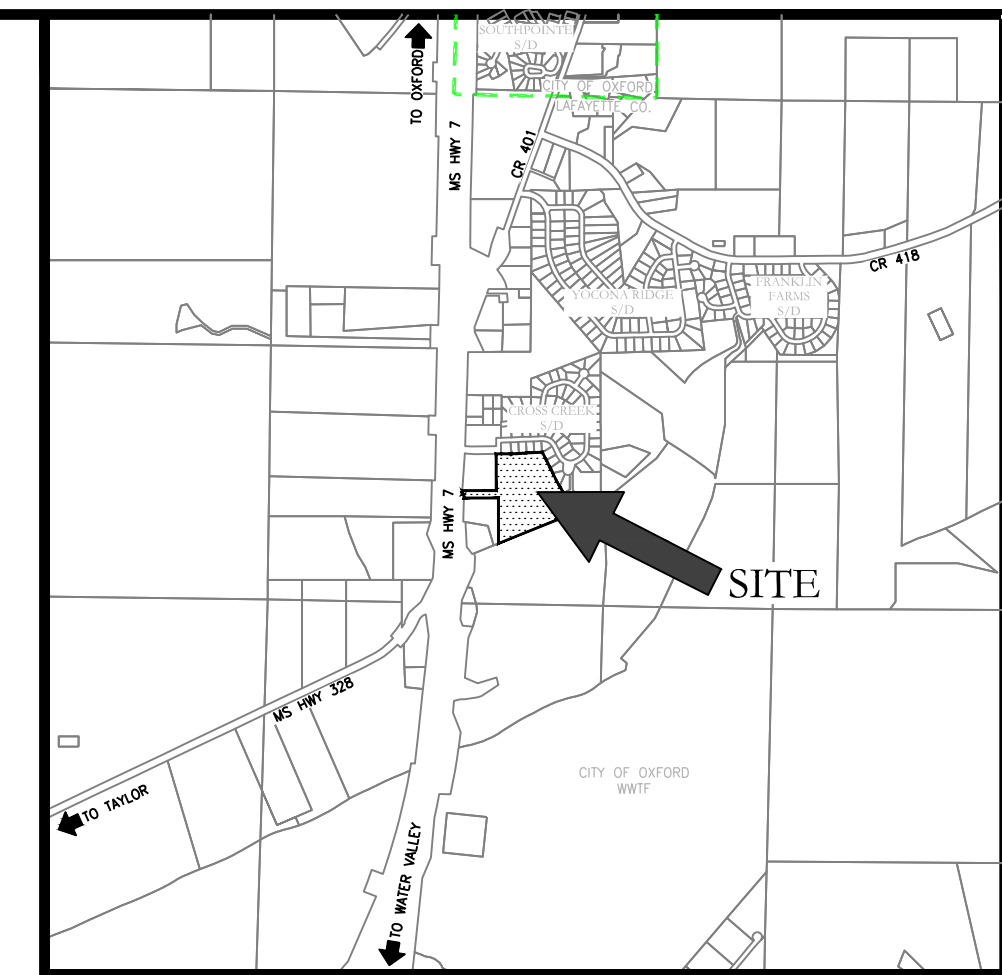
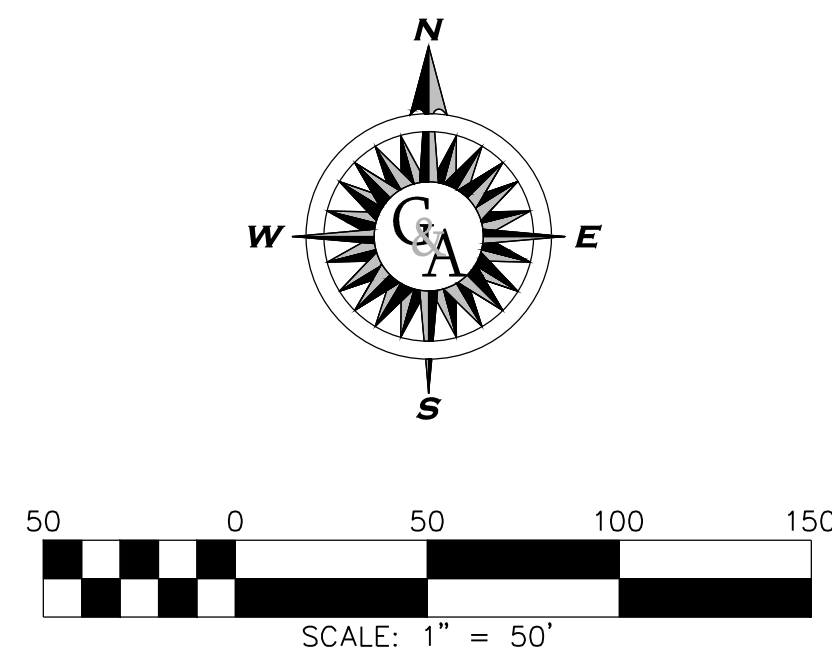
Water and sewer to site is to be publicly owned and maintained by the City of Oxford.

Stormwater Management

Stormwater management is not proposed explicitly as part of the final plat. Stormwater management is addressed as part of a site plan for this development. The site plan, which includes a stormwater management plan, has been submitted, is being reviewed, and will be presented at a future meeting of the planning commission.

Staff Recommendation: Staff recommends approval of this request for extension of city utilities with the following conditions:

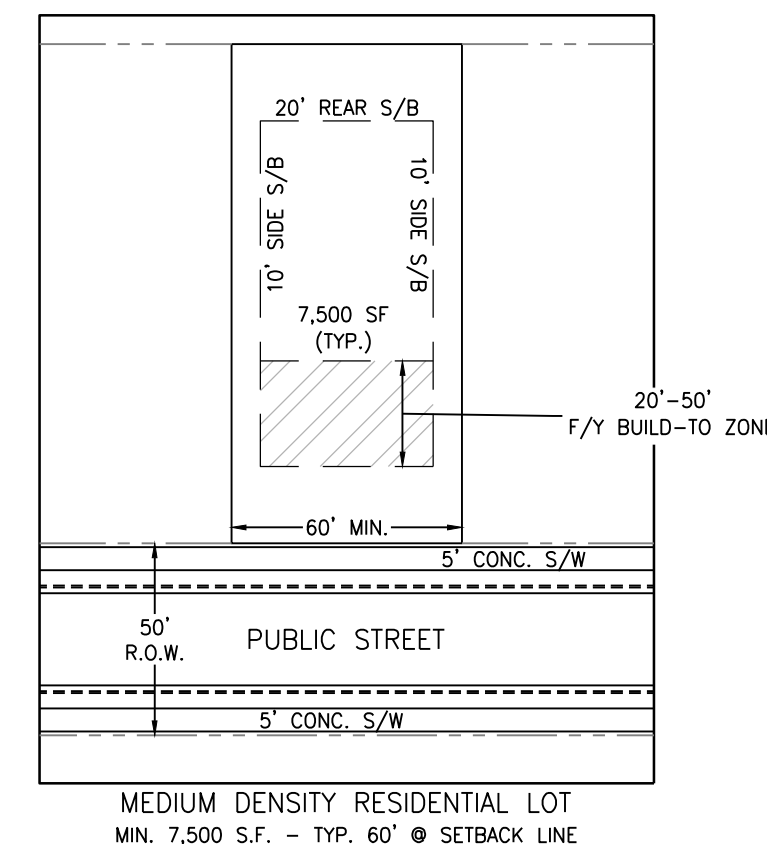
1. The applicant shall provide the City of Oxford with an executed Petition for Annexation prior to this request being heard by the Mayor and Board of Aldermen (Planning).
2. Approval is contingent on the Lafayette County Planning Commission approving the development (Planning).
3. Approval is contingent on the Board of Aldermen agreeing to grant City Utilities outside of the City limits (Planning).
4. Approval is for the preliminary plat as submitted subject to necessary technical revisions (Planning).
5. Approval of the preliminary plat for 'Lafayette Landing' by the Mayor and Board of Aldermen.
6. All site plan review comments from the city and Lafayette County must be addressed satisfactorily prior to permits being issued (Engineering)
7. Water and sewer fees shall be paid before building permits are issued (Engineering).
8. Approval of the stormwater management plan (Engineering).
9. The completed stormwater management facility must be certified by the civil engineer before certificates of occupancy are issued (Engineering).



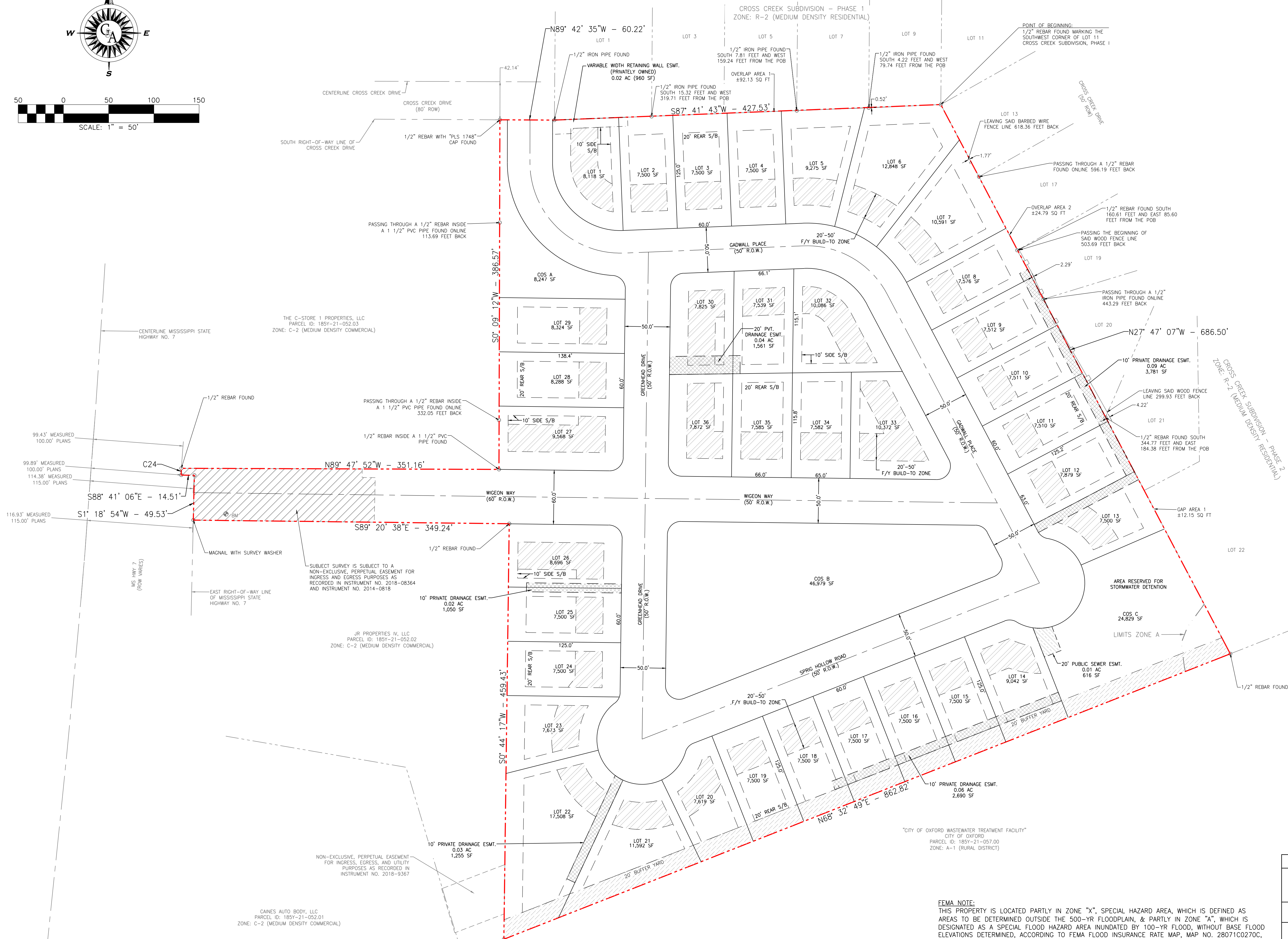
VICINITY MAP
1" = 2,000'

LEGEND

- THESE STANDARD SYMBOLS MAY BE FOUND IN THE DRAWING
- PROPERTY CORNERS
 - IRON PIPE/PIN
 - CONCRETE MONUMENT
 - PROPERTY BOUNDARY LINE
 - LOT LINE
 - SETBACK / BUILD-TO LINE
 - ADJACENT PROPERTY LINE
 - RETAINING WALL ESMT.
 - BUILD-TO ZONE
 - EXISTING PERPETUAL INGRESS/EGRESS EASEMENT
 - PRIVATE DRAINAGE EASEMENT
 - PUBLIC SEWER EASEMENT
 - 20' LANDSCAPE BUFFER YARD



TYPICAL LOT LAYOUT
N.T.S.



FEMA NOTE:
THIS PROPERTY IS LOCATED PARTLY IN ZONE "X", SPECIAL HAZARD AREA, WHICH IS DEFINED AS AREAS TO BE DETERMINED OUTSIDE THE 500-YR FLOODPLAIN, & PARTLY IN ZONE "A", WHICH IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA INUNDATED BY 100-YR FLOOD, WITHOUT BASE FLOOD ELEVATIONS DETERMINED, ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, MAP NO. 28071C0270C, EFFECTIVE DATE: NOVEMBER 26, 2010.

BENCHMARK (BM):
MAGNAIL SET IN A PAVED DRIVE WITH AN KNOWN ELEVATION OF 315.46, SAID NAIL LOCATED SOUTH 458.03 FEET AND WEST 787.24 FEET FROM THE POB. KNOWN ELEVATIONS BASED ON GPS OBSERVATIONS WITH ESTABLISHED CONNECTION TO COR'S MSOX ARP LOCATED IN OXFORD, MS.

PRELIMINARY PLAT		
LAFAYETTE LANDING SUBDIVISION		
LAFAYETTE COUNTY, MISSISSIPPI		
MEDIUM DENSITY RESIDENTIAL (R-2) LOTS: 36 TOTAL AREA: 12.24 AC		
OWNER: L&M HOLDINGS, LLC 1428 S. 10TH STREET OXFORD, MS 38655	ENGINEER: GRANBERRY & ASSOCIATES 1686 PADINGTON PARK LANE GERMANTOWN, TN 38138	
DATE: JULY 2025	SCALE: 1"=50'	SHEET 1 OF 2

OWNERS CERTIFICATE (DEVELOPER)

I, LARS LOSEE, MANAGING MEMBER OF L&M HOLDINGS, LLC, AND AS OWNER OF THE TRACT OF LAND HEREIN DESCRIBED, CERTIFY THAT I DID CAUSE SAID LAND TO BE SUBDIVIDED AND PLATTED AS SHOWN ON THIS PLAT OF LAFAYETTE LANDING, AND THE STREETS ARE DEDICATED TO THE USE OF THE PUBLIC FOREVER. UTILITY EASEMENTS ARE ALSO DEDICATED TO THE PUBLIC AND/OR PRIVATE UTILITY COMPANIES WHICH SERVE THIS SUBDIVISION, SUBJECT TO THE REGULATIONS OF AND APPROVAL BY THE CITY OR OXFORD. SUCH SUBDIVISION AND DEDICATION IS THE OWNER'S OWN ACT AND DEED OF HIS OWN FREE WILL.

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

SIGNED: _____
LARS LOSEE, MANAGING MEMBER

NOTARY'S CERTIFICATE
STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THIS THE _____ DAY OF _____, 20_____, WITHIN MY JURISDICTION, THE WITHIN NAMED LARS LOSEE, WHO ACKNOWLEDGED THAT HE IS THE MANAGING MEMBER OF L&M HOLDINGS, LLC, AND THAT IN SAID REPRESENTATIVE CAPACITY, HE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED TO DO SO.

MY COMMISSION EXPIRES

NOTARY PUBLIC

MORTGAGEE'S CERTIFICATE

TRUSTMARK NATIONAL BANK, MORTGAGEE OF THE PROPERTY HEREIN, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE UTILITY EASEMENTS AS SHOWN ON THE PLAN OF THE SUBDIVISION TO THE CITY OF OXFORD AND LAFAYETTE COUNTY, MISSISSIPPI, FOR THE PUBLIC USE FOREVER. I CERTIFY THAT I AM THE MORTGAGEE IN 'FEE' SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE THIS THE _____ DAY OF _____, 20_____.

SIGNED: _____
KEVIN STRINGER, FIRST VICE PRESIDENT
TRUSTMARK NATIONAL BANK

NOTARY'S CERTIFICATE
STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THIS THE _____ DAY OF _____, 20_____, WITHIN MY JURISDICTION, THE WITHIN NAMED KEVIN STRINGER, WHO ACKNOWLEDGED THAT HE IS THE FIRST VICE PRESIDENT OF TRUSTMARK NATIONAL BANK, AND THAT IN SAID REPRESENTATIVE CAPACITY, HE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED TO DO SO.

MY COMMISSION EXPIRES

NOTARY PUBLIC

CITY OF OXFORD PLANNING COMMISSION APPROVAL
CITY OF OXFORD
COUNTY OF LAFAYETTE
STATE OF MISSISSIPPI

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

SIGNED: _____
CHAIRMAN
CITY OF OXFORD PLANNING COMMISSION

CITY OF OXFORD BOARD OF ALDERMEN APPROVAL
CITY OF OXFORD
COUNTY OF LAFAYETTE
STATE OF MISSISSIPPI

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

SIGNED: _____ ATTEST: _____
ROBYN TANNEHILL -- MAYOR
CITY OF OXFORD CITY CLERK

CITY ENGINEER'S CERTIFICATE

I CERTIFY THAT L&M HOLDINGS, LLC HAS COMPLIED WITH ONE OF THE FOLLOWING ALTERNATIVES FOR LAFAYETTE LANDING:

- 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.
- A BOND, CERTIFIED CHECK OR IRREVOCABLE LETTER OF CREDIT HAS BEEN POSTED BY THE SUB-DIVIDER WHICH IS AVAILABLE TO THE CITY IN A SUFFICIENT AMOUNT TO ENSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS, AS OF THIS THE _____ DAY OF _____, 20_____.

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

FILING CERTIFICATION BY CHANCERY CLERK
STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

PERSONALLY APPEARED BEFORE ME, SHERRY WALL, CHANCERY CLERK, IN AND FOR LAFAYETTE COUNTY, MISSISSIPPI, LARS LOSEE, WHO EXECUTED THE ATTACHED OWNER'S CERTIFICATE THAT WAS SIGNED AND DELIVERED OF HIS OWN FREE ACT AND DEED.

SHERRY WALL -- CHANCERY CLERK
COUNTY OF LAFAYETTE
STATE OF MISSISSIPPI

WITNESS MY HAND AND SIGNATURE ON THIS, THE _____ DAY OF _____, 20_____, AND WAS DULY RECORDED IN PLAT CABINET _____, SLIDE _____.

SHERRY WALL -- CHANCERY CLERK

RESTRICTIVE COVENANTS

THE PROPERTY LOCATED IN LAFAYETTE CO., MISSISSIPPI, AS SHOWN ON THIS PLAT IS SUBJECT TO THE RESTRICTIVE COVENANTS WHICH ARE SET OUT IN INSTRUMENT RECORDED IN INSTRUMENT NUMBER _____ OF THE DEED RECORDS OF LAFAYETTE CO., MISSISSIPPI.

CHANCERY COURT CLERK

ENGINEER'S CERTIFICATE:

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

WITNESS MY HAND AND SIGNATURE ON THIS, THE _____ DAY OF _____, 20_____.

SIGNED: _____
JOHN GRANBERRY, P.E.
LICENSE#: 18894

SURVEYOR'S CERTIFICATE

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

WITNESS MY HAND AND SIGNATURE ON THIS, THE _____ DAY OF _____, 20_____.

SIGNED: _____
RICHARD DANIELS, PLS
MISSISSIPPI CERTIFICATE #: 02922

CERTIFICATE OF ACCEPTANCE
LAFAYETTE COUNTY PLANNING COMMISSION

APPROVED AND RECOMMENDED FOR ACCEPTANCE BY THE LAFAYETTE COUNTY PLANNING COMMISSION, THIS THE _____ DAY OF _____, 20_____.

CHAIRMAN, PLANNING COMMISSION
LAFAYETTE COUNTY

CERTIFICATE OF ACCEPTANCE
LAFAYETTE COUNTY BOARD OF SUPERVISORS

ACCEPTED AND APPROVED BY THE LAFAYETTE COUNTY BOARD OF SUPERVISORS, THIS THE _____ DAY OF _____, 20_____ BY ORDER OF THE BOARD OF SUPERVISORS RECORDED IN INSTRUMENT # _____.

SIGNED: _____ ATTEST: _____
PRESIDENT, BOARD OF SUPERVISORS
LAFAYETTE COUNTY, MISSISSIPPI SHERRY WALL, CHANCERY CLERK
LAFAYETTE COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK _____ M., ON THE _____ DAY OF _____, 20_____, AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEX AND DULY RECORDED IN PLAT CABINET _____, PAGE _____.

CHANCERY COURT CLERK

NOTES:

- ALL SIDE AND REAR YARD SWALES ARE TO ACT AS DRAINAGE WAYS. THEY ARE PRIVATE AND ARE TO BE MAINTAINED BY THE LOT OWNER. THEY ARE SUBJECT TO ENFORCEMENT BY THE HOMEOWNER'S ASSOCIATION.
- ALL SIDEWALK DRIVE/STREET CROSSINGS SHALL MEET CURRENT ADA, CITY, AND COUNTY REGULATIONS.
- DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.
- THERE IS A 5' UTILITY EASEMENT ALONG ALL FRONT, SIDE, AND REAR PROPERTY LINES ON ALL LOTS UNLESS OTHERWISE NOTED.
- LAFAYETTE COUNTY AND/OR THE CITY OF OXFORD DOES NOT OWN OR MAINTAIN ANY STORM DRAINAGE PIPES LOCATED OUTSIDE OF THE RIGHT-OF-WAY, UNLESS SAID STORM DRAINAGE IS LOCATED WITHIN A PUBLIC DRAINAGE EASEMENT. THE HOMEOWNER'S ASSOCIATION SHALL OWN AND MAINTAIN ALL STORM DRAINAGE PIPES LOCATED OUTSIDE OF THE RIGHT-OF-WAY.
- OWNERS OF ALL LOTS SHALL BE SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS OF LAFAYETTE LANDING SUBDIVISION RESIDENTIAL HOMEOWNER'S ASSOCIATION, INC. AS RECORDED IN OFFICIAL RECORDS INST. # _____ OF THE PUBLIC RECORDS OF LAFAYETTE COUNTY, MISSISSIPPI.
- ALL STORM WATER FOR THIS DEVELOPMENT SHALL BE CONVEYED TO THE STORMWATER DETENTION SYSTEM LOCATED ON COMMON OPEN SPACE (COS) C AS SHOWN ON THE PRELIMINARY PLAT OF LAFAYETTE LANDING SUBDIVISION.
- 1/2" IRON PINS SHALL BE SET AT ALL PROPOSED LOT CORNERS.
- ALL COMMON OPEN SPACES (COS) A-C AND ALL STORMWATER MANAGEMENT FACILITIES, LANDSCAPING, WALKING TRAILS, BIKE TRAILS, PATHWAYS, STRUCTURES, ETC. SHALL BE MAINTAINED BY THE LAFAYETTE LANDING RESIDENTIAL HOMEOWNER'S ASSOCIATION.
- BY THE ACCEPTANCE OF THE DEED TO ANY LOT OF LAFAYETTE LANDING SUBDIVISION, THE LOT OWNERS OF SAID LOTS SHALL ACKNOWLEDGE NOTICE OF AND HEREBY WAIVE ANY PRESENT OR FUTURE OBJECTIONS TO ANY FURTHER DEVELOPMENT PLANS OF ANY LOTS LOCATED WITHIN LAFAYETTE LANDING SUBDIVISION AND TO ANY AMENDMENTS THAT MAY BE REQUIRED TO THE FILED PLAT HEREIN AND/OR COVENANTS OF THE SUBDIVISION BY THE DEVELOPER FOR THE DEVELOPMENT OF SAID LOTS AS HEREIN SET OUT.
- ALL AREAS OF RIGHT-OF-WAY (R.O.W.) SHOWN HEREIN ARE PUBLIC.
- A LOT OWNER'S INTEREST IN THE COMMON AREA MAY NOT BE SEVERED FROM THE INTEREST IN THE LOT.
- THE COMMON AREA PARCEL'S AD VALOREM TAX VALUE SHALL BE ASSESSED TO EACH LOT OWNER ON A PRORATED BASIS AS PART OF EACH LOT OWNER'S TOTAL ASSESSMENT.
- THE STORM WATER DETENTION SYSTEM LOCATED ON COMMON OPEN SPACE (COS) C OF THIS SUBDIVISION SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION AND/OR BY THE PROPERTY OWNER(S) OF THE LOTS. EACH PROPERTY OWNER SHALL OWN THEIR PRO RATA SHARE, BY AREA PERCENTAGE OF THEIR LOT, OF THE STORMWATER DETENTION SYSTEM. SUCH MAINTENANCE SHALL BE PERFORMED SO AS TO ENSURE THAT THE SYSTEM OPERATES IN ACCORDANCE WITH THE APPROVED PLAN ON FILE IN THE COUNTY/CITY ENGINEER'S OFFICE. SUCH MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO REMOVAL OF SEDIMENTATION, FALLEN OBJECTS, DEBRIS AND TRASH, MOWING, OUTLET CLEANING AND REPAIR OF DRAINAGE STRUCTURES. THE COUNTY/CITY SHALL HAVE A 'RIGHT OF ACCESS' TO USE THE DRIVES, PARKING AREAS AND YARDS OF THIS PROPERTY TO MAKE INSPECTIONS OF THE STORM WATER DETENTION FACILITIES TO ENSURE THAT SAID MAINTENANCE HAS BEEN PROPERLY PERFORMED. IN THE EVENT THAT THE PROPERTY OWNER(S) HAVE NOT PROPERLY PERFORMED MAINTENANCE ON THE FACILITIES, TO THE EXTENT THAT THE FACILITIES POSES A THREAT TO PUBLIC HEALTH, SAFETY OR WELFARE, THE COUNTY/CITY SHALL RETAIN THE RIGHT TO PERFORM EMERGENCY REPAIRS TO THE FACILITY. THE COST OF ANY SUCH REPAIRS WILL REMAIN THE RESPONSIBILITY OF THE PROPERTY OWNER(S) AND MAY BE ADDED AS A LIEN ON THE NEXT YEAR'S TAX BILL. FURTHERMORE, IN NO CIRCUMSTANCE SHALL COS C BE SUBDIVIDED OR USED FOR ANY PURPOSE OTHER THAN A STORMWATER MANAGEMENT FACILITY.

Description: A tract of land being a fraction of the South Half (S 1/2) of Section 21, Township 9 South, Range 3 West, Lafayette County, Mississippi; being described in more detail as follows:

Beginning at a 1/2" rebar found near the corner of a barbed wire fence line marking the Southwest corner of Lot 11 Cross Creek Subdivision, Phase I as recorded in Plat Cabinet-B, Slide-135, in the office of the Chancery Clerk, Lafayette County, Mississippi; run thence S 28° 10' 27" E along and near the West line of Cross Creek Subdivision, Phase I and partially along said barbed wire fence line and partially near the West side of a wood fence line for a distance of 686.50 feet to a 1/2" rebar found, passing through a 1/2" rebar found online 596.19 feet back and passing through a 1/2" iron pipe found online 443.29 feet back and leaving said barbed wire fence line 618.36 feet back and passing the beginning of said wood fence line 503.69 feet back and leaving said wood fence line 299.93 feet back; run thence S 68° 09' 30" W leaving said West line for a distance of 862.82 feet to a 1/2" rebar set; run thence N 00° 20' 57" E for a distance of 459.43 feet to a 1/2" rebar found; run thence N 89° 43' 57" W for a distance of 349.24 feet to a Magnail with survey washer set in pavement on the East right-of-way line of Mississippi State Highway No. 7 (116.93 feet from centerline); run thence along said right-of-way line as follows: N 00° 55' 35" E for a distance of 49.53 feet to a 1/2" rebar set (114.38 feet from centerline); run thence N 89° 04' 25" W for a distance of 14.51 feet to a 1/2" rebar set (99.89 feet from centerline) at the beginning of a circular curve to the left; run thence along said curve having an arc length of 7.45 feet, a chord bearing of N 00° 22' 24" E, a chord length of 7.45 feet, and a radius of 17,290.20 feet to a 1/2" rebar set (99.43 feet from centerline); run thence N 89° 48' 48" E leaving said right-of-way line for a distance of 351.16 feet to a 1/2" rebar found inside a 1 1/2" PVC pipe; run thence N 00° 14' 07" W for a distance of 386.57 feet to a 1/2" rebar with "PLS 1748" cap found on the South right-of-way line of Cross Creek Drive (42.14 feet from centerline) and the South line of Cross Creek Subdivision, Phase I and near a barbed wire fence line, passing through a 1/2" rebar found inside a 1 1/2" PVC pipe online 332.05 feet back and passing through a 1/2" rebar found inside a 1 1/2" PVC pipe online 113.69 feet back; run thence N 89°54'05" E along said right-of-way line and the South line of Cross Creek Subdivision, Phase I and along and near said fence line for a distance of 60.22 feet to a 1/2" iron pipe found; run thence N 87° 18' 23" E leaving said right-of-way line and continuing along and near said fence line and South line of Cross Creek Subdivision, Phase I for a distance of 457.53 feet to the Point of Beginning of the herein described tract of land. Said tract contains 12.24 acres, more or less.

"True" Geodetic Bearings were established from GPS Observation by Williams Engineering Consultants, Inc. (662-236-9675)

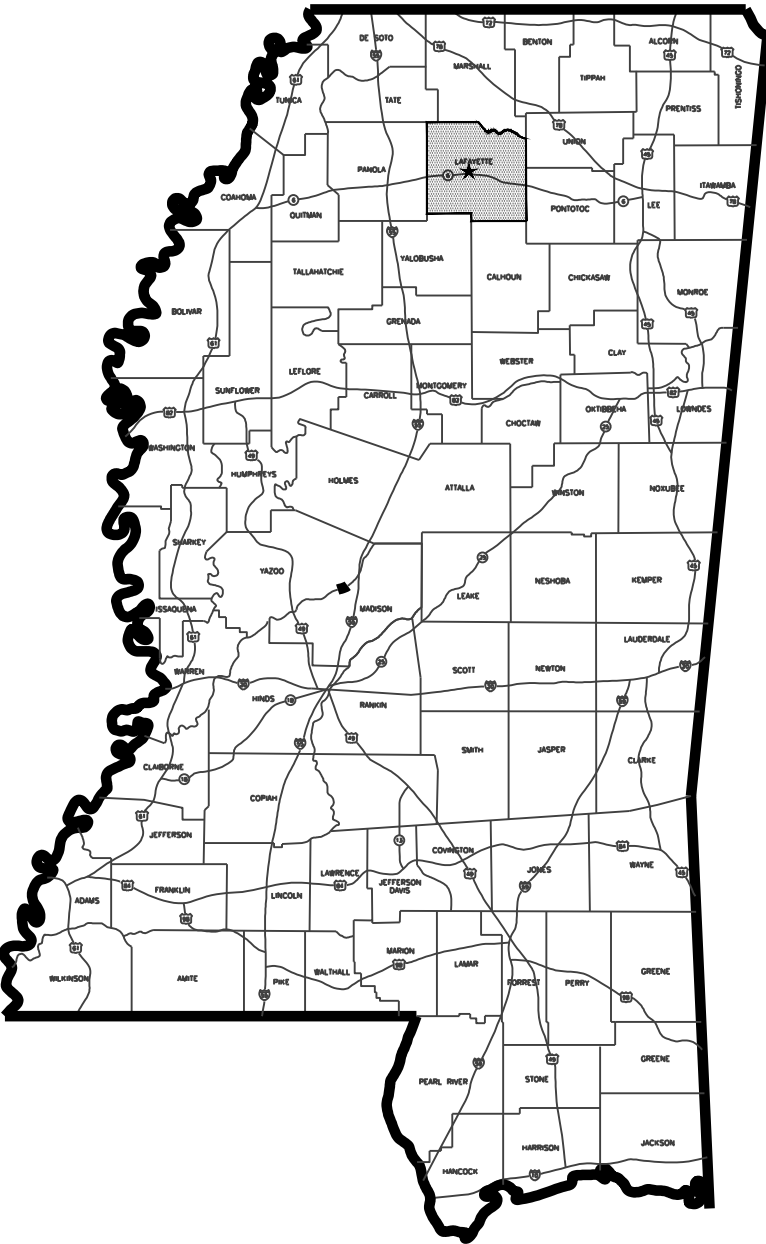
PRELIMINARY PLAT		
LAFAYETTE LANDING SUBDIVISION		
LAFAYETTE COUNTY, MISSISSIPPI		
MEDIUM DENSITY RESIDENTIAL (R-2) LOTS: 36 TOTAL AREA: 12.24 AC		
OWNER: L&M HOLDINGS, LLC 1428 S. 10TH STREET OXFORD, MS 38655		ENGINEER: GRANBERRY & ASSOCIATES 1686 PADINGTON PARK LANE GERMANTOWN, TN 38138
DATE: JULY 2025	SCALE: 1"=50'	SHEET 2 OF 2

FEMA NOTE:
THIS PROPERTY IS LOCATED PARTLY IN ZONE "X", SPECIAL HAZARD AREA, WHICH IS DEFINED AS AREAS TO BE DETERMINED OUTSIDE THE 500-YR FLOODPLAIN, & PARTLY IN ZONE "A", WHICH IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA INUNDATED BY 100-YR FLOOD, WITHOUT BASE FLOOD ELEVATIONS DETERMINED, ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, MAP NO. 28071C0270C, EFFECTIVE DATE: NOVEMBER 26, 2010.

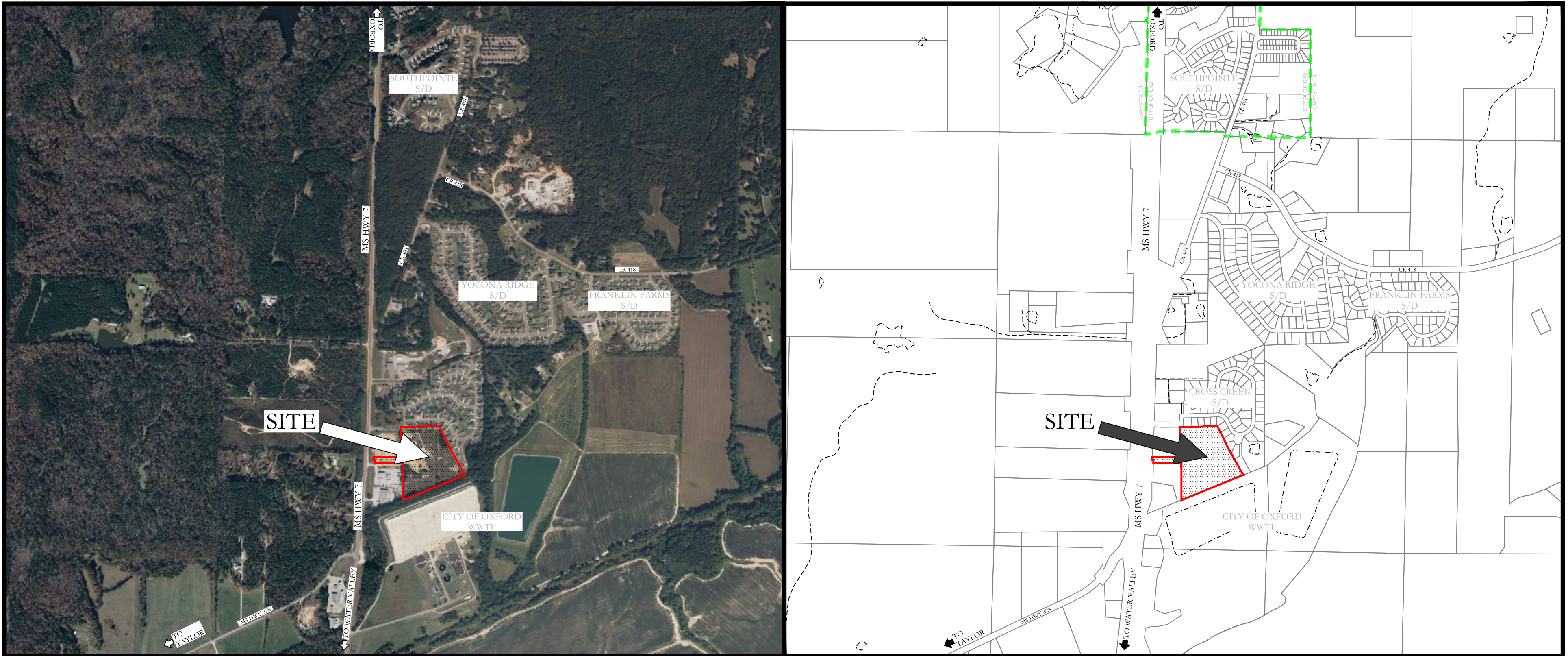
BENCHMARK (BM):
MAGNAIL SET IN A PAVED DRIVE WITH AN KNOWN ELEVATION OF 315.46, SAID NAIL LOCATED SOUTH 458.03 FEET AND WEST 787.24 FEET FROM THE POB. KNOWN ELEVATIONS BASED ON GPS OBSERVATIONS WITH ESTABLISHED CONNECTION TO CORS MSOX ARP LOCATED IN OXFORD, MS.

PRELIMINARY PLAT & CONSTRUCTION PLANS
FOR
LAFAYETTE LANDING S/D
(A SINGLE FAMILY RESIDENTIAL DEVELOPMENT)

L A F A Y E T T E C O U N T Y , M I S S I S S I P P I

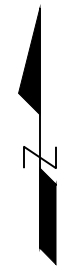


LOCATION MAP
N.T.S



AERIAL MAP

SCALE: 1"=1,000'



VICINITY MAP

SCALE: 1"=1,000'

DEVELOPER:

L&M HOLDINGS, LLC
1428 S. 10TH STREET
OXFORD, MS 38655

CIVIL ENGINEER:



GRANBERRY & ASSOCIATES
1686 PADINGTON PARK LANE
GERMANTOWN, TN 38138
PH: 662.312.9672
jgranberry@mccartygranberry.com

SURVEYOR:



WILLIAMS ENGINEERING CONSULTANTS, LLC
720 NORTH LAMAR BLVD., STE. A
OXFORD, MS 38655
PH: 662.236.9675
rdaniels@williamscc.com

LANDSCAPE ARCHITECT:



SLOAN LANDSCAPE ARCHITECTURE
P.O. BOX 311
TUPELO, MS 38802
PH: 662.610.5588
shipmansloan@gmail.com

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IF, DURING CONSTRUCTION, THE ENGINEER FINDS IT NECESSARY TO CHANGE THE LINES, DIMENSIONS, THICKNESS, GRADES, SLOPES, SECTIONS OR QUANTITIES OR IF SUCH CHANGES ARE ORDERED FOR ANY OTHER REASON; THE FINAL QUANTITIES WILL BE RECOMPUTED BASED ON THE PLAN CHANGES, AS A RESULT OF AUTHORIZED CHANGES. ANY AND ALL MAJOR CHANGES MUST ALSO BE APPROVED BY THE LOCAL GOVERNING AGENCY.

GENERAL NOTES:

1.

THE CONTRACTOR SHALL NOTIFY THE CITY OF OXFORD ENGINEERING DEPARTMENT AT (662) 232-2306 AND SHALL NOTIFY THE LAFAYETTE COUNTY PLANNING DEPARTMENT AT (662) 236-0237 BEFORE COMMENCING CONSTRUCTION.
2.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ANY UTILITY COMPANY WHICH MAINTAINS A UTILITY LINE WITHIN THE BOUNDARIES OF THE PROJECT BEFORE THE INITIATION OF ANY CONSTRUCTION ON THE PROJECT OR IN THE STREETS BORDERING THE PROJECT. THE CONTRACTOR SHALL ALSO ASSUME RESPONSIBILITY FOR ANY DAMAGE INCURRED BY ANY UTILITY COMPANY TO THEIR UTILITY LINES WHETHER SHOWN ON THE CONSTRUCTION PLANS OR NOT, DURING WORK ON THE PROJECT.
3.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, CURBS, APRONS, ETC., FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. EXTREME CARE SHALL BE EXERCISED WHEN EXECUTING CONSTRUCT/ON ACTIVITIES AROUND SUCH STRUCTURES. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT SHALL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.
4.

EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR SHALL COORDINATE DIRECTLY WITH MISSISSIPPI 811 AND WITH THE INVOLVED UTILITY OWNERS TO GET UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCT/ON ACTIVITIES.
5.

ALL NEWLY CUT AND/OR FILLED AREAS LACKING ADEQUATE VEGETATION SHALL BE SEEDED, FERTILIZED, MULCHED AND/OR SODDED AS REQUIRED TO EFFECTIVELY PREVENT SOIL EROSION PER STATE REGULATIONS.
6.

ALL CONSTRUCTION WITHIN PUBLIC EASEMENTS AND RIGHT-OF-WAYS SHALL MEET THE CITY OF OXFORD AND/OR LAFAYETTE COUNTY STANDARD SPECIFICATIONS, AS APPLICABLE. CONSTRUCTION WITHIN PRIVATE DEVELOPMENTS (PRIVATE STREETS, DRIVES, ALLEYS AND ASSOCIATED INFRASTRUCTURE) SHALL BE REVIEWED ON A CASE-BY-CASE BASIS.
7.

THE CONTRACTOR MUST HAVE WRITTEN APPROVAL FROM THE PROJECT AND THE CITY ENGINEER BEFORE ANY CHANGE IN DESIGN IS MADE.
8.

FOR INFORMATION CONCERNING THE UTILITIES, CALL 1-800-351-1111 OR THE RESPECTIVE ORGANIZATION.
WATER – CITY OF OXFORD UTILITIES/ENGINEERING
SANITARY SEWER – CITY OF OXFORD UTILITIES/ENGINEERING
GAS – CENTERPOINTE ENERGY
ELECTRIC – NORTHEAST MISSISSIPPI ELECTRIC ASSOCIATION (NEMEPA) & TENNESSEE VALLEY AUTHORITY (TVA)
TELEPHONE/TELECOMMUNICATIONS – AT&T AND C-SPIRE
CABLE TV – MAXXSOUTH BROADBAND
7.

SEVENTY-TWO (72) HOURS BEFORE BEGINNING ANY EXCAVATION, THE CONTRACTOR SHALL CALL 1-800-351-1111 FOR THE LOCATION OF UNDERGROUND UTILITIES. CALL CITY OF OXFORD, PUBLIC WORKS/UTILITIES FOR THE LOCATION OF WATER LINES AND SEWER LINES.
8.

THE CONTRACTOR SHALL NOT ENTER UPON NOR CAUSE DAMAGE TO ANY ADJACENT PROPERTIES WITHOUT WRITTEN PERMISSION FROM SAID PROPERTY OWNERS.
9.

ALL FILL LIFTS SHALL BE COMPACTED TO A MINIMUM DENSITY OF 95% OF THE STANDARD PROCTOR DENSITY(ASTM D-698) WITH SUITABLE FILL MATERIAL ACCEPTABLE TO TESTING LABORATORY. MAXIMUM LOOSE LIFT TO BE 6".
10.

ALL CONCRETE SHALL BE 4,000 PSI, AIR ENTRAINED.
11.

ANY EXISTING UTILITIES REQUIRING RELOCATION OR REMOVAL SHALL BE THE DEVELOPER'S RESPONSIBILITY.
12.

ALL TRAFFIC CONTROL DEVICES ON THIS PROJECT SHALL COMPLY WITH PART VI OF THE "MANUAL ON UNIFORM TRAFFIC CONTRL DEVICES" (MUTCD), LATEST EDITION.
13.

ANY CONSTRUCTION STAKING REQUIRED WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. COST SHALL BE ABSORBED IN OTHER BID ITEMS.
14.

MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION, THE MOST CURRENT EDITION, AS PUBLISHED BY THE OFFICE OF STATE AID ROAD CONSTRUCTION SHALL GOVERN THE MATERIALS AND CONSTRUCTION TECHNIQUES OF THIS PROJECT.
15.

ALL DRAINAGE PIPE WITHIN THE PROJECT LIMITS, OF PROPOSED CONSTRUCTION, SHALL BE VIDEO-INSPECTED BY THE CONTRACTOR AND SUBMITTED TO THE CITY OF OXFORD PRIOR TO FINAL ACCEPTANCE. ANY PIPE, DAMAGED OR OUT-OF-JOINT, SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT NO COST TO THE PROJECT.
16.

COST FOR SAW-CUTTING OF EXISTING PAVEMENTS OR CURBS/SIDEWALKS SHALL BE ABSORBED IN OTHER ITEMS

WATER NOTES

1.

ALL WATER MAIN LINES SHALL BE 8" DIAMETER (MIN.) DUCTILE IRON PIPE, CLASS 350.
2.

ALL WATER SERVICE LINES SHALL BE 1" MINIMUM DIAMETER AND SHALL MEET THE CITY OF OXFORD SPECIFICATIONS .
3.

CONSTRUCTION AND MATERIALS FOR THE WATER DISTRIBUTION SYSTEM SHALL CONFORM TO THE SPECIFICATIONS OF THE MISSISSIPPI DEPARTMENT OF HEALTH AND THE CITY OF OXFORD.
4.

WATER MAINS SHALL BE INSTALLED AT LEAST 10 FEET HORIZONTALLY AND 18 INCHES VERTICALLY FROM ANY SEWER MAIN OR MANHOLE (WATER OVER SEWER). WHERE WATER MAINS CROSS OVER SEWER MAINS, THE ABOVE REQUIREMENTS MAY BE WAIVED IF PIPE SEGMENTS ARE CENTERED TO PROVIDE MAXIMUM SPACING OF THE JOINTS OF BOTH WATER AND SEWER MAINS AND A VERTICAL SEPARATION OF AT LEAST 18 INCHES (WATER OVER SEWER) IS MAINTAINED. THE DISTANCES AND SPACING MENTIONED ABOVE ARE CLEAR DISTANCES, AND WHENEVER THE DISTANCE CAN NOT BE MET, THE MAIN MUST BE PLACED IN CASING.
5.

THE CONTRACTOR SHALL VERIFY LOCATION AND SIZE OF EXISTING WATER MAINS PRIOR TO COMMENCING BORING OR CONNECTION OPERATIONS. THE CONTRACTOR SHALL PROVIDE NECESSARY ADJUSTMENTS TO BOTH NEW AND EXISTING WATER LINES TO ALLOW CONNECTION AND INSTALLATION.
6.

WATER MAINS AND SERVICES MUST HAVE A MINIMUM OF 36" CLEARANCE.
7.

SPACING OF FIRE HYDRANTS MY VARY, BUT SHALL IN NO CASE BE SPACED FARTHER THAN 500' APART. SPACING SHALL BE MEASURED LINEARLY ALONG STREET FRONTAGE.
8.

CONTRACTOR SHALL MARK WATER CROSSINGS OF COMMON OPEN SPACE AREAS WITH CHISELED "W" ON CURB OR SIDEWALK AT CROSSING LOCATIONS.
9.

METER BOXES MEETING THE CITY OF OXFORD'S REQUIREMENTS SHALL BE PROVIDED FOR EACH LOT BY THE DEVELOPER AND INSTALLED TO GRADE.
10.

ALL TAPS MADE BY CITY OF OXFORD ARE TO BE PAID FOR BY CONTRACTOR/DEVELOPER.
11.

EXACT LOCATION OF IRRIGATION LINE & METER WITH BACKFLOW PREVENTER SHALL BE DETERMINED BY LANDSCAPE ARCHITECT. SEE LANDSCAPE PLAN FOR ADDITIONAL INFORMATION.
12.

SUPPLEMENTAL WATER NEEDED TO MAINTAIN AN ACCEPTABLE STATIC POOL IN THE PONDS SHALL BE PROVIDED AND ROUTED THROUGH THE LANDSCAPING METER. EXACT LOCATION OF THE WATER SUPPLY LINES SHALL BE COORDINATED WITH THE LANDSCAPING AND IRRIGATION PLANS.
13.

ALL CORPORATION STOPS SHALL BE FORD 3/4" FB 1000-3G ALL GRIP COMPRESSION OR FORD 1" FB 1000 4G ALL GRIP COMPRESSION.
14.

ALL CURB STOPS SHALL BE FORD IP X IP 3/4" BALL VALVE B11-333W OR FORD IP X IP 1" BALL VALVE B11-444W

SEWER NOTES

1.

SANITARY SEWER SHOULD BE LAID AT LEAST 10 FEET HORIZONTALLY AND 18" VERTICALLY FROM ANY EXISTING OR PROPOSED WATER MAIN, WITH THE WATER MAIN LOCATED ABOVE THE SEWER PIPE. SEWERS CROSSING WATER MAINS SHALL BE ARRANGED SO THAT THE SEWER JOINTS WILL BE EQUIDISTANT AND AS FAR AS POSSIBLE FROM THE WATER MAIN OR THE SEWER SHOULD BE DUCTILE IRON OR SHALL BE ENCASED IN DUCTILE IRON OR CONCRETE FOR A MINIMUM OF ONE FULL JOINT LENGTH ON EACH SIDE OF THE CROSSING.
2.

ALL SANITARY SEWER MAINS AND SERVICES SHALL BE PVC SDR-26. SEWER SERVICES SHALL BE A MINIMUM OF 6" IN DIAMETER, AND SHALL BE INSTALLED ON A MINIMUM 1% SLOPE.
3.

CONSTRUCTION AND MATERIALS FOR THE SANITARY SEWER SYSTEM SHALL CONFORM TO THE SPECIFICATIONS OF THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY AND THE CITY OF OXFORD.
4.

BEDDING MATERIAL SHALL BE REQUIRED BENEATH ALL SANITARY SEWER MAINS, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
5.

SEWER SERVICES SHALL BE EXTENDED TO A DISTANCE OF 5' MINIMUM BEHIND BACK OF SIDEWALK AND LOCATED WITH 2" DIA. LOCATION PIPE.
6.

CONTRACTOR SHALL MARK SEWER CROSSINGS OF COMMON OPEN SPACE AREAS WITH CHISELED "S" ON CURB OR SIDEWALK AT CROSSING LOCATIONS.
7.

SEWER SERVICE SHOWN FOR APPROXIMATE LOCATION. EXACT LOCATION SHALL BE COORDINATED WITH THE BUILDING ARCHITECT AND SHALL BE SPACED 10' FROM WATER SERVICES, WHERE PRACTICAL.
8.

ALL STORM DRAIN AND SEWER SHALL BE INSPECTED BY CAMERA AND IN THE PRESENCE OF A CITY REPRESENTATIVE. ANY DAMAGE OR DEFICIENCIES SHALL BE REMOVED AND REPLACED AND OR REPAIRED IN ACCORDANCE TO MANUFACTURERS AT THE DISCRETION OF THE CITY. ALL REPAIRS SHALL BE MADE PRIOR TO CITY ACCEPTANCE.
9.

MANHOLES SHALL BE WATERPROOFED.
10.

DEFLECTION TESTS SHALL BE PERFORMED ON ALL FLEXIBLE PIPE. THE TEST SHALL BE CONDUCTED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE AT LEAST 30 DAYS. NO PIPE SHALL EXCEED A DEFLECTION OF 5%. IF THE DEFLECTION TEST IS TO BE RUN USING A RIGID BALL OR MANDREL, IT SHALL HAVE A DIAMETER EQUAL TO 95% OF THE INSIDE DIAMETER OF THE PIPE. THE TEST SHALL BE PERFORMED WITHOUT MECHANICAL PULLING DEVICES.
11.

ALL SANITARY SEWER CLEANOUTS LOCATED IN IMPERVIOUS AREA SHALL BE TRAFFIC RATED.

EROSION CONTROL NOTES:

1.

EROSION CONTROLS ARE NOT LIMITED TO THE SPECIFIED PRACTICES; HOWEVER, ALTERNATIVE MEASURES MUST BE AS EFFECTIVE IN CONTROLLING EROSION AND SEDIMENTATION.
2.

IF THE EROSION CONTROL MEASURES SELECTED AND CONSTRUCTED FAIL TO ADEQUATELY CONTROL EROSION AND OFF-SITE SEDIMENT TRANSPORT, ALTERNATIVE METHODS MUST BE USED AND APPROVED BY THE DIVISION OF ENGINEERING AND MDEQ. INADEQUATELY CONTROLLED EROSION IS A VIOLATION OF MISSISSIPPI STATE LAW AND WILL NOT BE PERMITTED.
3.

ANY EROSION CONTROL MEASURES SHOWN HERE ON ARE INTENDED AS A MINIMUM GUIDE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EROSION CONTROLS NECESSARY TO COMPLY WITH ALL APPLICABLE CITY, STATE AND FEDERAL LAWS.
4.

CLEARING AND GRUBBING SHALL BE THE MINIMUM NECESSARY FOR GRADING AND EQUIPMENT OPERATION.
5.

SEQUENCE CONSTRUCTION SHALL BE USED IN ORDER TO MINIMIZE EXPOSURE TIME OF CLEARED AREA.
6.

AVOID GRADING ACTIVITIES DURING MONTHS OF HIGHLY EROSIIVE RAINFALL.
7.

STABILIZE CLEARED AREA BEFORE PROCEEDING TO CLEAR ANOTHER BY TEMPORARILY OR PERMANENTLY PROTECTING THE DISTURBED SOIL SURFACE FROM RAINFALL IMPACTS AND RUNOFF.
8.

EROSION AND SEDIMENT CONTROL MEASURES MUST BE IN PLACE AND FUNCTIONAL PRIOR TO BEGINNING EARTH MOVING OPERATIONS.
9.

ALL EROSION CONTROL MEASURES MUST BE PROPERLY CONSTRUCTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
10.

EROSION CONTROL MEASURES MUST BE APPROPRIATELY ADJUSTED, RELOCATED AND MODIFIED IN ACCORDANCE WITH APPLICABLE REQUIREMENTS AND REGULATIONS TO ADDRESS CHANGING SITE CONDITIONS AS THE PROJECT PROGRESSES.
11.

INSPECT ALL EROSION AND SEDIMENT CONTROL MEASURES TWICE WEEKLY, A MINIMUM OF 72 HOURS APART AND AFTER EACH RAINFALL PER MDEQ CONSTRUCTION GENERAL PERMIT REQUIREMENTS. DAILY CHECKING IS REQUIRED DURING PROLONGED RAINFALL. MAINTAIN A RAIN GAUGE ON SITE WITH A PERMANENT RAINFALL LOG. MAINTAIN A PERMANENT LOG OF CHECKS AND MAINTENANCE MEASURES.
12.

KEEP CONSTRUCTION DEBRIS FROM ENTERING SWALES, DITCHES AND STREAM CHANNELS.
13.

PROMPTLY BACKFILL AND STABILIZE TRENCHES AND/OR PITS.
14.

DESIGNATE A SPECIFIC QUALIFIED INDIVIDUAL TO BE RESPONSIBLE FOR EROSION AND SEDIMENT CONTROLS AND TO KEEP THE PERMANENT JOB LOG. THE PERSON RESPONSIBLE FOR MAINTAINING THE EROSION CONTROL MEASURES AND LOG SHALL HAVE THE APPROPRIATE CERTIFICATION AS REQUIRED BY MDEQ. A COPY OF THIS CERTIFICATION SHALL BE MAINTAINED AT THE JOB SITE.
15.

DO NOT PLACE EXCAVATION MATERIAL FROM THE PIPE TRENCHES BETWEEN THE TRENCH AND SWALES, DITCHES OR STREAMS. PLACE MATERIAL ON THE UP SLOPE SIDE OF THE EXCAVATION SUCH THAT ANY EROSION FROM IT IS CAUGHT BY THE TRENCH.
16.

BUFFER ZONES SHALL BE PROVIDED TO MEET THE MINIMUM REQUIREMENTS OF THE MDEQ CONSTRUCTION GENERAL PERMIT.
17.

DO NOT DESTROY, REMOVE OR DISTURB VEGETATIVE GROUND COVER MORE THAN 14 CALENDAR DAYS PRIOR TO GRADING.
18.

DO NOT UNNECESSARILY REMOVE CANOPY; HOWEVER, WHEN NECESSARY, TREES AND SHRUBS SHOULD BE CUT SO THAT THEY FALL AWAY FROM THE DITCH.
19.

ANY AREA THAT WILL REMAIN UNFINISHED FOR MORE THAN 14 CALENDAR DAYS SHALL HAVE APPROPRIATE ANNUAL VEGETATION FOR TEMPORARY SOIL STABILIZATION.
20.

APPLY PERMANENT SOIL STABILIZATION WITH PERENNIAL VEGETATION AS SOON AS POSSIBLE, BUT NO MORE THAN 14 CALENDAR DAYS AFTER FINAL GRADING.
21.

EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, THEN ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL AND/OR TREAT THE SEDIMENT SOURCE BEFORE LAND AND/OR AQUATIC DISTURBANCE MAY CONTINUE.
22.

ALL EROSION CONTROL MEASURES SHALL MEET THE MINIMUM REQUIREMENTS OF ALL FEDERAL, STATE AND LOCAL AGENCIES.
23.

PROTECT INLETS DURING CONSTRUCTION. KEEP SEDIMENT OUT OF THE STORM DRAINAGE SYSTEM. MODIFY PROTECTION AS CONSTRUCTION PROGRESSES. INSPECT AND MODIFY INLET PROTECTIONS AS NECESSARY TO INSURE SATISFACTORY TRAPPING OF SEDIMENT.
24.

IN ACCORDANCE WITH THE CITY OF OXFORD MS4 PERMIT, ALL STATE/NPDES PERMITS ARE REQUIRED TO BE OBTAINED AND IMPLEMENTED BEFORE START-UP OF ANY CONSTRUCTION ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, LAND AND/OR AQUATIC DISTURBANCE.
25.

INSTALL STAKED AND ENTRENCHED MULCH SOCKS AND/OR SILT FENCE ALONG THE BASE OF ALL BACKFILLS AND CUTS ON THE DOWNHILL SIDE OF ANY STOCKPILED SOIL AND ALONG ANY DITCH BANKS IN CLEARED AREAS TO PREVENT EROSION INTO DITCHES. PLACE SILT FENCE ALONG CONTOURS, NOT ACROSS. DO NOT ALLOW SILT FENCE TO CAUSE CONCENTRATED FLOW.
26.

DIVERT ALL SURFACE WATER FLOWING TOWARD THE CONSTRUCTION AREA AROUND THE CONSTRUCTION AREA BY THE USE OF DIKES, BERMS, CHANNELS OR SEDIMENT TRAPS AS NECESSARY.
27.

IF REQUIRED, PLACE COFFERDAMS CONSTRUCTED WITH SANDBAGS, PLASTIC OR NON-ERODIBLE SHEETING ON EITHER SIDE OF PROPOSED LINE CROSSINGS AND EXTEND FROM BANK TO BANK TO PREVENT THE FLOW OF WATER INTO THE CONSTRUCTION AREA. HOLD WATER FROM COFFERDAMS OR EXCAVATIONS IN PROPERLY DESIGNATED SETTLING BASINS, DEWATERING PITS OR FILTER BASINS UNTIL IT IS AT LEAST AS CLEAR AS UPSTREAM WATER BEFORE DISCHARGING INTO SURFACE WATER. ENSURE THAT DISCHARGE DOES NOT CAUSE EROSION AND SEDIMENTATION.
28.

DO NOT USE DITCHES FOR THE TRANSPORT OF EQUIPMENT. USE A STABILIZED PAD OF CLEAN AND PROPERLY SIZED ROCK FOR ACCESS TO ROAD CONSTRUCTION. UTILIZE EROSION AND SEDIMENT CONTROL MEASURES AS INDICATED ON THE PLANS AND IN THE CURRENT EDITION OF THE MISSISSIPPI EROSION PREVENTION AND SEDIMENT CONTROL HANDBOOK WHERE DITCH BANKS ARE DISTURBED.

GOVERNING AGENCY CONTACT INFORMATION:

LAFAYETTE COUNTY PLANNING AND DEVELOPMENT DEPARTMENT:
300 NORTH LAMAR
OXFORD, MS 38655
PHONE: (662) 236-0237

LAFAYETTE COUNTY ENGINEER:
P.O. BOX 308
OXFORD, MS 38655
PHONE: (662) 234-1763

LAFAYETTE COUNTY BUILDING INSPECTOR:
300 NORTH LAMAR
OXFORD, MS 38655
PHONE: (662) 236-0237

LAFAYETTE COUNTY FIRE DEPARTMENT:
P.O. BOX 1933
OXFORD, MS 38655
PHONE: (662) 232-2880

CITY OF OXFORD, PLANNING DEPARTMENT:
107 COURTHOUSE SQUARE
OXFORD, MS 38655
PHONE: (662) 232-2305

CITY OF OXFORD, ENGINEERING DEPARTMENT:
107 COURTHOUSE SQUARE
OXFORD, MS 38655
PHONE: (662) 232-2306

CITY OF OXFORD, UTILITIES DEPARTMENT:
300 MCELROY DRIVE
OXFORD, MS 38655
PHONE: (662) 232-2373

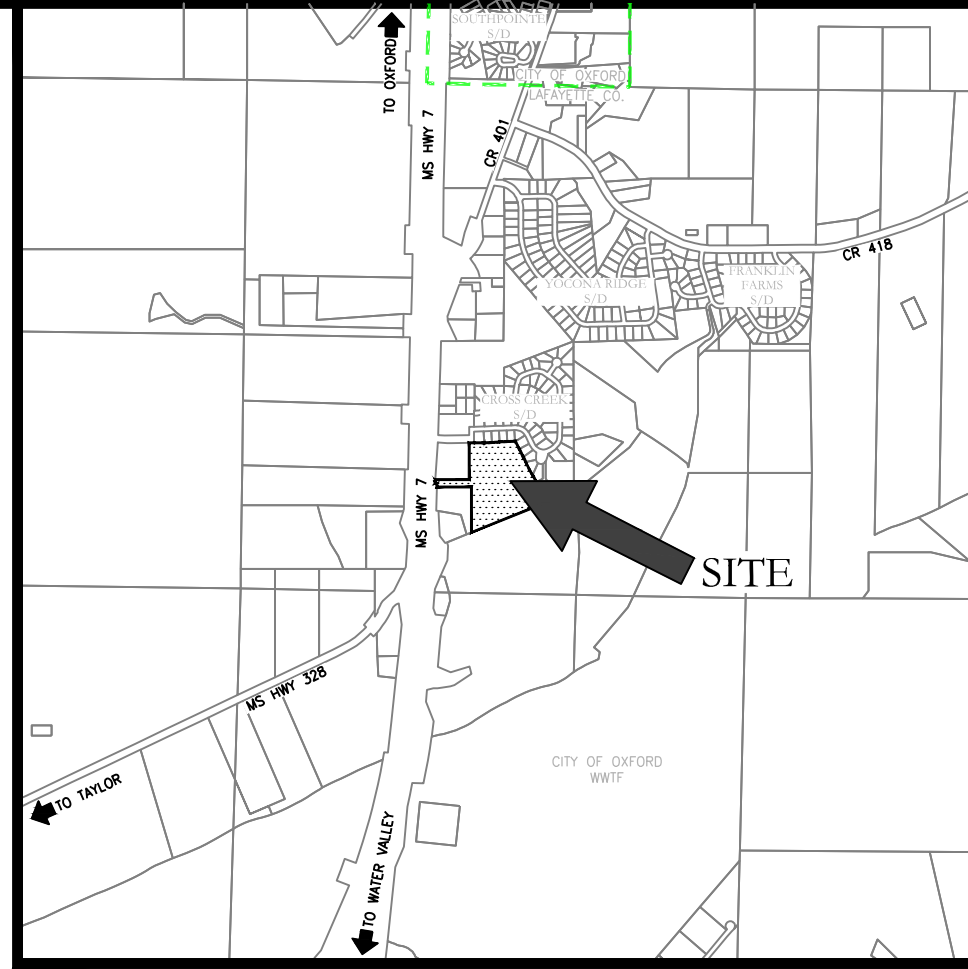
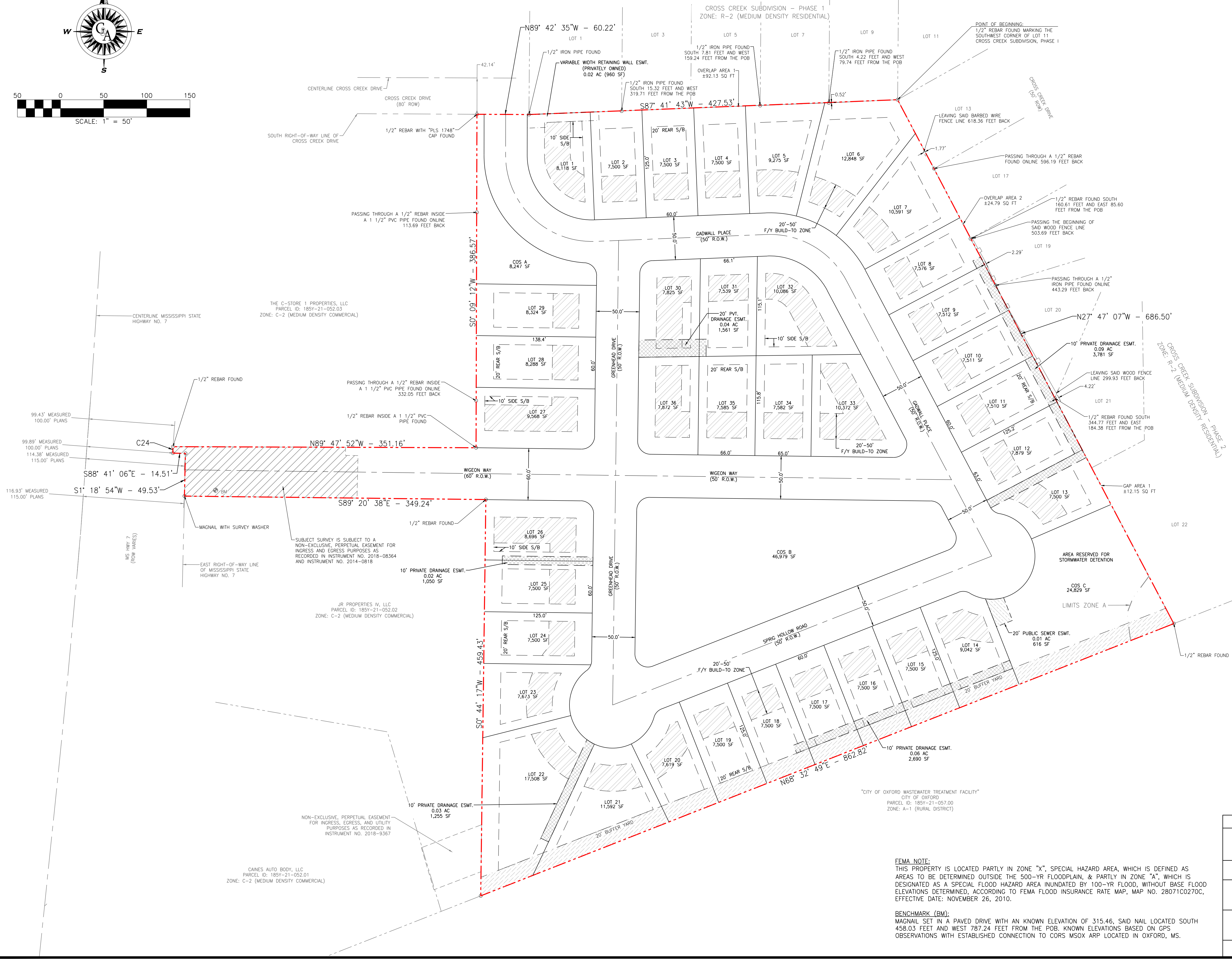
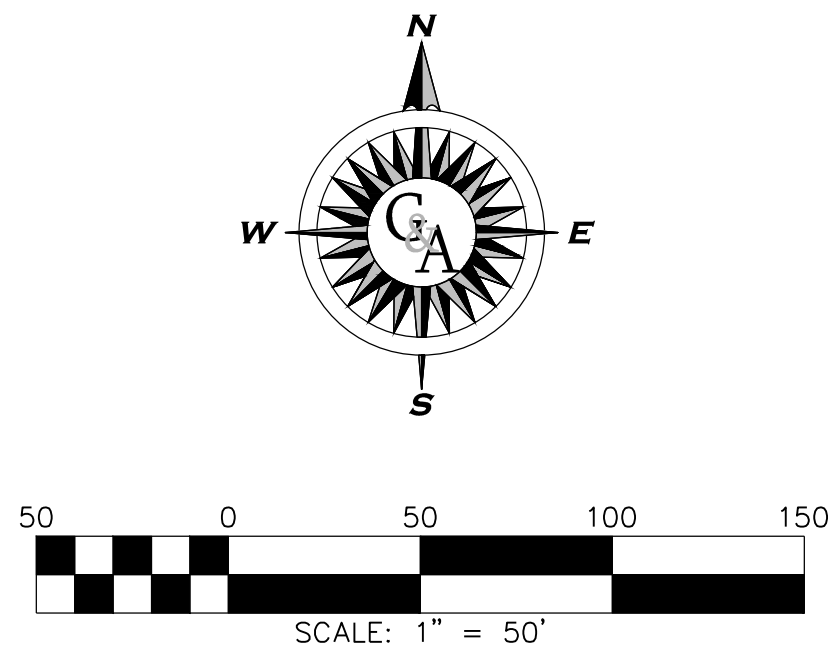
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ):
ENVIRONMENTAL PERMITS DIVISION
OFFICE OF POLLUTION CONTROL
P.O. BOX 2261
JACKSON, MS 39225
PHONE: (601) 961-5171

MISSISSIPPI DEPARTMENT OF HEALTH (MSDH):
WATER SUPPLY DIVISION
570 E WOODROW WILSON AVE
JACKSON, MS 39216
PHONE: (601) 576-7518

MISSISSIPPI DEPARTMENT OF TRANSPORTATION (MDOT):
150 US HWY 51
BATESVILLE, MS 38606
PHONE: (662) 563-4541

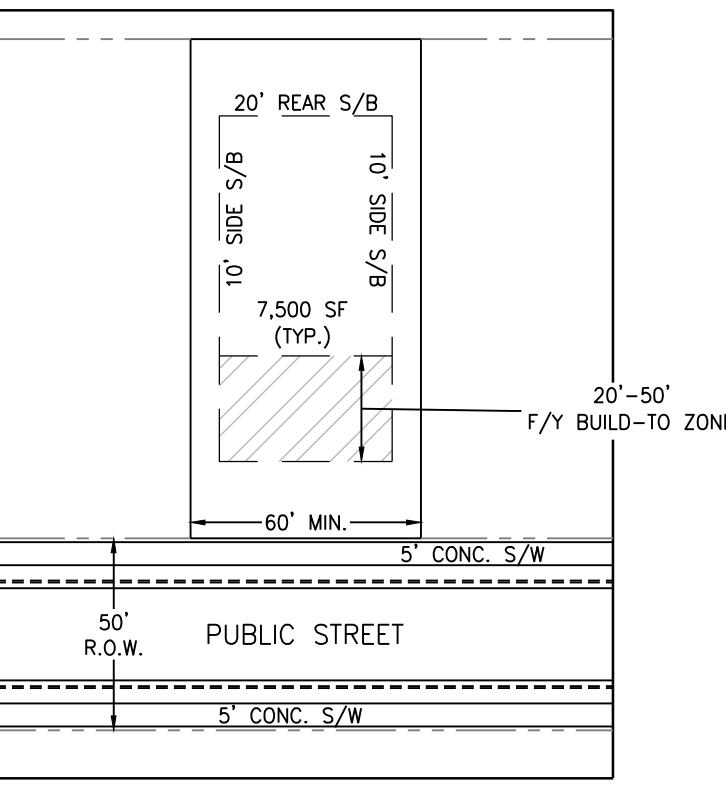
REVISION				DIVISION OF ENGINEERING		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE		GENERAL NOTES		
				LAFAYETTE COUNTY, MS		
				SURVEY: WILLIAMS ENGINEERING DATE: 7/15/2024 PROJECT NO.: 1000-127		
				DESIGN BY: J. GRANBERRY, P.E. DATE: 7/3/2025 BOOK:		
				DRAWN BY: J. GRANBERRY, P.E. DATE: 7/3/2025 SCALE: N.T.S.		
LAFAYETTE LANDING						
OWNER: L&M HOLDINGS, LLC						
ENGINEER: GRANBERRY & ASSOCIATES, LLC						





VICINITY MAP
1" = 2,000'

- LEGEND**
THESE STANDARD SYMBOLS MAY BE FOUND IN THE DRAWING
- PROPERTY CORNERS
 - IRON PIPE/PIN
 - CONCRETE MONUMENT
 - PROPERTY BOUNDARY LINE
 - - - LOT LINE
 - - - SETBACK / BUILD-TO LINE
 - - - ADJACENT PROPERTY LINE
 - - - RETAINING WALL ESMT.
 - [Hatched Box] BUILD-TO ZONE
 - [Hatched Box] EXISTING PERPETUAL INGRESS/EGRESS EASEMENT
 - [Hatched Box] PRIVATE DRAINAGE EASEMENT
 - [Hatched Box] PUBLIC SEWER EASEMENT
 - [Hatched Box] 20' LANDSCAPE BUFFER YARD



PRELIMINARY PLAT		
LAFAYETTE LANDING SUBDIVISION		
LAFAYETTE COUNTY, MISSISSIPPI		
MEDIUM DENSITY RESIDENTIAL (R-2) LOTS: 36 TOTAL AREA: 12.24 AC		
OWNER: L&M HOLDINGS, LLC 1428 S. 10TH STREET OXFORD, MS 38655		ENGINEER: GRANBERRY & ASSOCIATES 1686 PADINGTON PARK LANE GERMANTOWN, TN 38138
DATE: JULY 2025	SCALE: 1"=50'	SHEET 1 OF 2

OWNERS CERTIFICATE (DEVELOPER)

I, LARS LOSEE, MANAGING MEMBER OF L&M HOLDINGS, LLC, AND AS OWNER OF THE TRACT OF LAND HEREIN DESCRIBED, CERTIFY THAT I DID CAUSE SAID LAND TO BE SUBDIVIDED AND PLATTED AS SHOWN ON THIS PLAT OF LAFAYETTE LANDING, AND THE STREETS ARE DEDICATED TO THE USE OF THE PUBLIC FOREVER. UTILITY EASEMENTS ARE ALSO DEDICATED TO THE PUBLIC AND/OR PRIVATE UTILITY COMPANIES WHICH SERVE THIS SUBDIVISION, SUBJECT TO THE REGULATIONS OF AND APPROVAL BY THE CITY OR OXFORD. SUCH SUBDIVISION AND DEDICATION IS THE OWNER'S OWN ACT AND DEED OF HIS OWN FREE WILL.

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

SIGNED: _____
LARS LOSEE, MANAGING MEMBER

NOTARY'S CERTIFICATE
STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THIS THE _____ DAY OF _____, 20____, WITHIN MY JURISDICTION, THE WITHIN NAMED LARS LOSEE, WHO ACKNOWLEDGED THAT HE IS THE MANAGING MEMBER OF L&M HOLDINGS, LLC, AND THAT IN SAID REPRESENTATIVE CAPACITY, HE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED TO DO SO.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

MORTGAGEE'S CERTIFICATE

TRUSTMARK NATIONAL BANK, MORTGAGEE OF THE PROPERTY HEREIN, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE UTILITY EASEMENTS AS SHOWN ON THE PLAN OF THE SUBDIVISION TO THE CITY OF OXFORD AND LAFAYETTE COUNTY, MISSISSIPPI, FOR THE PUBLIC USE FOREVER. I CERTIFY THAT I AM THE MORTGAGEE IN 'FEE' SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE THIS THE _____ DAY OF _____, 20____.

SIGNED: _____
KEVIN STRINGER, FIRST VICE PRESIDENT
TRUSTMARK NATIONAL BANK

NOTARY'S CERTIFICATE
STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THIS THE _____ DAY OF _____, 20____, WITHIN MY JURISDICTION, THE WITHIN NAMED KEVIN STRINGER, WHO ACKNOWLEDGED THAT HE IS THE FIRST VICE PRESIDENT OF TRUSTMARK NATIONAL BANK, AND THAT IN SAID REPRESENTATIVE CAPACITY, HE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED TO DO SO.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

CITY OF OXFORD PLANNING COMMISSION APPROVAL
CITY OF OXFORD
COUNTY OF LAFAYETTE
STATE OF MISSISSIPPI

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

SIGNED: _____
CHAIRMAN
CITY OF OXFORD PLANNING COMMISSION

CITY OF OXFORD BOARD OF ALDERMEN APPROVAL
CITY OF OXFORD
COUNTY OF LAFAYETTE
STATE OF MISSISSIPPI

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

SIGNED: _____ ATTEST: _____
ROBYN TANNEHILL -- MAYOR
CITY OF OXFORD CITY CLERK

CITY ENGINEER'S CERTIFICATE

I CERTIFY THAT L&M HOLDINGS, LLC HAS COMPLIED WITH ONE OF THE FOLLOWING ALTERNATIVES FOR LAFAYETTE LANDING:

- 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.
- A BOND, CERTIFIED CHECK OR IRREVOCABLE LETTER OF CREDIT HAS BEEN POSTED BY THE SUB-DIVIDER WHICH IS AVAILABLE TO THE CITY IN A SUFFICIENT AMOUNT TO ENSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS. AS OF THIS THE _____ DAY OF _____, 20____.

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

FILING CERTIFICATION BY CHANCERY CLERK
STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

PERSONALLY APPEARED BEFORE ME, SHERRY WALL, CHANCERY CLERK, IN AND FOR LAFAYETTE COUNTY, MISSISSIPPI, LARS LOSEE, WHO EXECUTED THE ATTACHED OWNER'S CERTIFICATE THAT WAS SIGNED AND DELIVERED OF HIS OWN FREE ACT AND DEED.

SHERRY WALL -- CHANCERY CLERK
COUNTY OF LAFAYETTE
STATE OF MISSISSIPPI

WITNESS MY HAND AND SIGNATURE ON THIS, THE _____ DAY OF _____, 20____, AND WAS DULY RECORDED IN PLAT CABINET _____, SLIDE _____.

SHERRY WALL -- CHANCERY CLERK

RESTRICTIVE COVENANTS

THE PROPERTY LOCATED IN LAFAYETTE CO., MISSISSIPPI, AS SHOWN ON THIS PLAT IS SUBJECT TO THE RESTRICTIVE COVENANTS WHICH ARE SET OUT IN INSTRUMENT RECORDED IN INSTRUMENT NUMBER _____ OF THE DEED RECORDS OF LAFAYETTE CO., MISSISSIPPI.

CHANCERY COURT CLERK

ENGINEER'S CERTIFICATE:

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

WITNESS MY HAND AND SIGNATURE ON THIS, THE _____ DAY OF _____, 20____.

SIGNED: _____
JOHN GRANBERRY, P.E.
LICENSE#: 18894

SURVEYOR'S CERTIFICATE

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

WITNESS MY HAND AND SIGNATURE ON THIS, THE _____ DAY OF _____, 20____.

SIGNED: _____
RICHARD DANIELS, PLS
MISSISSIPPI CERTIFICATE #: 02922

CERTIFICATE OF ACCEPTANCE
LAFAYETTE COUNTY PLANNING COMMISSION

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

CHAIRMAN, PLANNING COMMISSION
LAFAYETTE COUNTY

CERTIFICATE OF ACCEPTANCE
LAFAYETTE COUNTY BOARD OF SUPERVISORS

ACCEPTED AND APPROVED BY THE LAFAYETTE COUNTY BOARD OF SUPERVISORS, THIS THE _____ DAY OF _____, 20____ BY ORDER OF THE BOARD OF SUPERVISORS RECORDED IN INSTRUMENT # _____.

SIGNED: _____ ATTEST: _____
PRESIDENT, BOARD OF SUPERVISORS
LAFAYETTE COUNTY, MISSISSIPPI SHERRY WALL, CHANCERY CLERK
LAFAYETTE COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK _____ M., ON THE _____ DAY OF _____, 20____, AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEX AND DULY RECORDED IN PLAT CABINET _____, PAGE _____.

CHANCERY COURT CLERK

NOTES:

- ALL SIDE AND REAR YARD SWALES ARE TO ACT AS DRAINAGE WAYS. THEY ARE PRIVATE AND ARE TO BE MAINTAINED BY THE LOT OWNER. THEY ARE SUBJECT TO ENFORCEMENT BY THE HOMEOWNER'S ASSOCIATION.
- ALL SIDEWALK DRIVE/STREET CROSSINGS SHALL MEET CURRENT ADA, CITY, AND COUNTY REGULATIONS.
- DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.
- THERE IS A 5' UTILITY EASEMENT ALONG ALL FRONT, SIDE, AND REAR PROPERTY LINES ON ALL LOTS UNLESS OTHERWISE NOTED.
- LAFAYETTE COUNTY AND/OR THE CITY OF OXFORD DOES NOT OWN OR MAINTAIN ANY STORM DRAINAGE PIPES LOCATED OUTSIDE OF THE RIGHT-OF-WAY, UNLESS SAID STORM DRAINAGE IS LOCATED WITHIN A PUBLIC DRAINAGE EASEMENT. THE HOMEOWNER'S ASSOCIATION SHALL OWN AND MAINTAIN ALL STORM DRAINAGE PIPES LOCATED OUTSIDE OF THE RIGHT-OF-WAY.
- OWNERS OF ALL LOTS SHALL BE SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS OF LAFAYETTE LANDING SUBDIVISION RESIDENTIAL HOMEOWNER'S ASSOCIATION, INC. AS RECORDED IN OFFICIAL RECORDS INST. # _____ OF THE PUBLIC RECORDS OF LAFAYETTE COUNTY, MISSISSIPPI.
- ALL STORM WATER FOR THIS DEVELOPMENT SHALL BE CONVEYED TO THE STORMWATER DETENTION SYSTEM LOCATED ON COMMON OPEN SPACE (COS) C AS SHOWN ON THE PRELIMINARY PLAT OF LAFAYETTE LANDING SUBDIVISION.
- 1/2" IRON PINS SHALL BE SET AT ALL PROPOSED LOT CORNERS.
- ALL COMMON OPEN SPACES (COS) A-C AND ALL STORMWATER MANAGEMENT FACILITIES, LANDSCAPING, WALKING TRAILS, BIKE TRAILS, PATHWAYS, STRUCTURES, ETC. SHALL BE MAINTAINED BY THE LAFAYETTE LANDING RESIDENTIAL HOMEOWNER'S ASSOCIATION.
- BY THE ACCEPTANCE OF THE DEED TO ANY LOT OF LAFAYETTE LANDING SUBDIVISION, THE LOT OWNERS OF SAID LOTS SHALL ACKNOWLEDGE NOTICE OF AND HEREBY WAIVE ANY PRESENT OR FUTURE OBJECTIONS TO ANY FURTHER DEVELOPMENT PLANS OF ANY LOTS LOCATED WITHIN LAFAYETTE LANDING SUBDIVISION AND TO ANY AMENDMENTS THAT MAY BE REQUIRED TO THE FILED PLAT HEREIN AND/OR COVENANTS OF THE SUBDIVISION BY THE DEVELOPER FOR THE DEVELOPMENT OF SAID LOTS AS HEREIN SET OUT.
- ALL AREAS OF RIGHT-OF-WAY (R.O.W.) SHOWN HEREIN ARE PUBLIC.
- A LOT OWNER'S INTEREST IN THE COMMON AREA MAY NOT BE SEVERED FROM THE INTEREST IN THE LOT.
- THE COMMON AREA PARCEL'S AD VALOREM TAX VALUE SHALL BE ASSESSED TO EACH LOT OWNER ON A PRORATED BASIS AS PART OF EACH LOT OWNER'S TOTAL ASSESSMENT.
- THE STORM WATER DETENTION SYSTEM LOCATED ON COMMON OPEN SPACE (COS) C OF THIS SUBDIVISION SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION AND/OR BY THE PROPERTY OWNER(S) OF THE LOTS. EACH PROPERTY OWNER SHALL OWN THEIR PRO RATA SHARE, BY AREA PERCENTAGE OF THEIR LOT, OF THE STORMWATER DETENTION SYSTEM. SUCH MAINTENANCE SHALL BE PERFORMED SO AS TO ENSURE THAT THE SYSTEM OPERATES IN ACCORDANCE WITH THE APPROVED PLAN ON FILE IN THE COUNTY/CITY ENGINEER'S OFFICE. SUCH MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO REMOVAL OF SEDIMENTATION, FALLEN OBJECTS, DEBRIS AND TRASH, MOWING, OUTLET CLEANING AND REPAIR OF DRAINAGE STRUCTURES. THE COUNTY/CITY SHALL HAVE A 'RIGHT OF ACCESS' TO USE THE DRIVES, PARKING AREAS AND YARDS OF THIS PROPERTY TO MAKE INSPECTIONS OF THE STORM WATER DETENTION FACILITIES TO ENSURE THAT SAID MAINTENANCE HAS BEEN PROPERLY PERFORMED. IN THE EVENT THAT THE PROPERTY OWNER(S) HAVE NOT PROPERLY PERFORMED MAINTENANCE ON THE FACILITIES, TO THE EXTENT THAT THE FACILITIES POSES A THREAT TO PUBLIC HEALTH, SAFETY OR WELFARE, THE COUNTY/CITY SHALL RETAIN THE RIGHT TO PERFORM EMERGENCY REPAIRS TO THE FACILITY. THE COST OF ANY SUCH REPAIRS WILL REMAIN THE RESPONSIBILITY OF THE PROPERTY OWNER(S) AND MAY BE ADDED AS A LIEN ON THE NEXT YEAR'S TAX BILL. FURTHERMORE, IN NO CIRCUMSTANCE SHALL COS C BE SUBDIVIDED OR USED FOR ANY PURPOSE OTHER THAN A STORMWATER MANAGEMENT FACILITY.

Description: A tract of land being a fraction of the South Half (S 1/2) of Section 21, Township 9 South, Range 3 West, Lafayette County, Mississippi; being described in more detail as follows:

Beginning at a 1/2" rebar found near the corner of a barbed wire fence line marking the Southwest corner of Lot 11 Cross Creek Subdivision, Phase I as recorded in Plat Cabinet-B, Slide-135, in the office of the Chancery Clerk, Lafayette County, Mississippi; run thence S 28' 10' 27" E along and near the West line of Cross Creek Subdivision, Phase I and partially along said barbed wire fence line and partially near the West side of a wood fence line for a distance of 686.50 feet to a 1/2" rebar found, passing through a 1/2" rebar found online 596.19 feet back and passing through a 1/2" iron pipe found online 443.29 feet back and leaving said barbed wire fence line 618.36 feet back and passing the beginning of said wood fence line 503.69 feet back and leaving said wood fence line 299.93 feet back; run thence S 68' 09' 30" W leaving said West line for a distance of 862.82 feet to a 1/2" rebar set; run thence N 00' 20' 57" E for a distance of 459.43 feet to a 1/2" rebar found; run thence N 89' 43' 57" W for a distance of 349.24 feet to a Magnail with survey washer set in pavement on the East right-of-way line of Mississippi State Highway No. 7 (116.93 feet from centerline); run thence along said right-of-way line as follows: N 00' 55' 35" E for a distance of 49.53 feet to a 1/2" rebar set (114.38 feet from centerline); run thence N 89' 04' 25" W for a distance of 14.51 feet to a 1/2" rebar set (99.89 feet from centerline) at the beginning of a circular curve to the left; run thence along said curve having an arc length of 7.45 feet, a chord bearing of N 00' 22' 24" E, a chord length of 7.45 feet, and a radius of 17,290.20 feet to a 1/2" rebar set (99.43 feet from centerline); run thence N 89' 48' 48" E leaving said right-of-way line for a distance of 351.16 feet to a 1/2" rebar found inside a 1 1/2" PVC pipe; run thence N 00' 14' 07" W for a distance of 386.57 feet to a 1/2" rebar with "PLS 1748" cap found on the South right-of-way line of Cross Creek Drive (42.14 feet from centerline) and the South line of Cross Creek Subdivision, Phase I and near a barbed wire fence line, passing through a 1/2" rebar found inside a 1 1/2" PVC pipe online 332.05 feet back and passing through a 1/2" rebar found inside a 1 1/2" PVC pipe online 113.69 feet back; run thence N 89'54'05" E along said right-of-way line and the South line of Cross Creek Subdivision, Phase I and along and near said fence line for a distance of 60.22 feet to a 1/2" iron pipe found; run thence N 87' 18' 23" E leaving said right-of-way line and continuing along and near said fence line and South line of Cross Creek Subdivision, Phase I for a distance of 457.53 feet to the Point of Beginning of the herein described tract of land. Said tract contains 12.24 acres, more or less.

"True" Geodetic Bearings were established from GPS Observation by Williams Engineering Consultants, Inc. (662-236-9675)

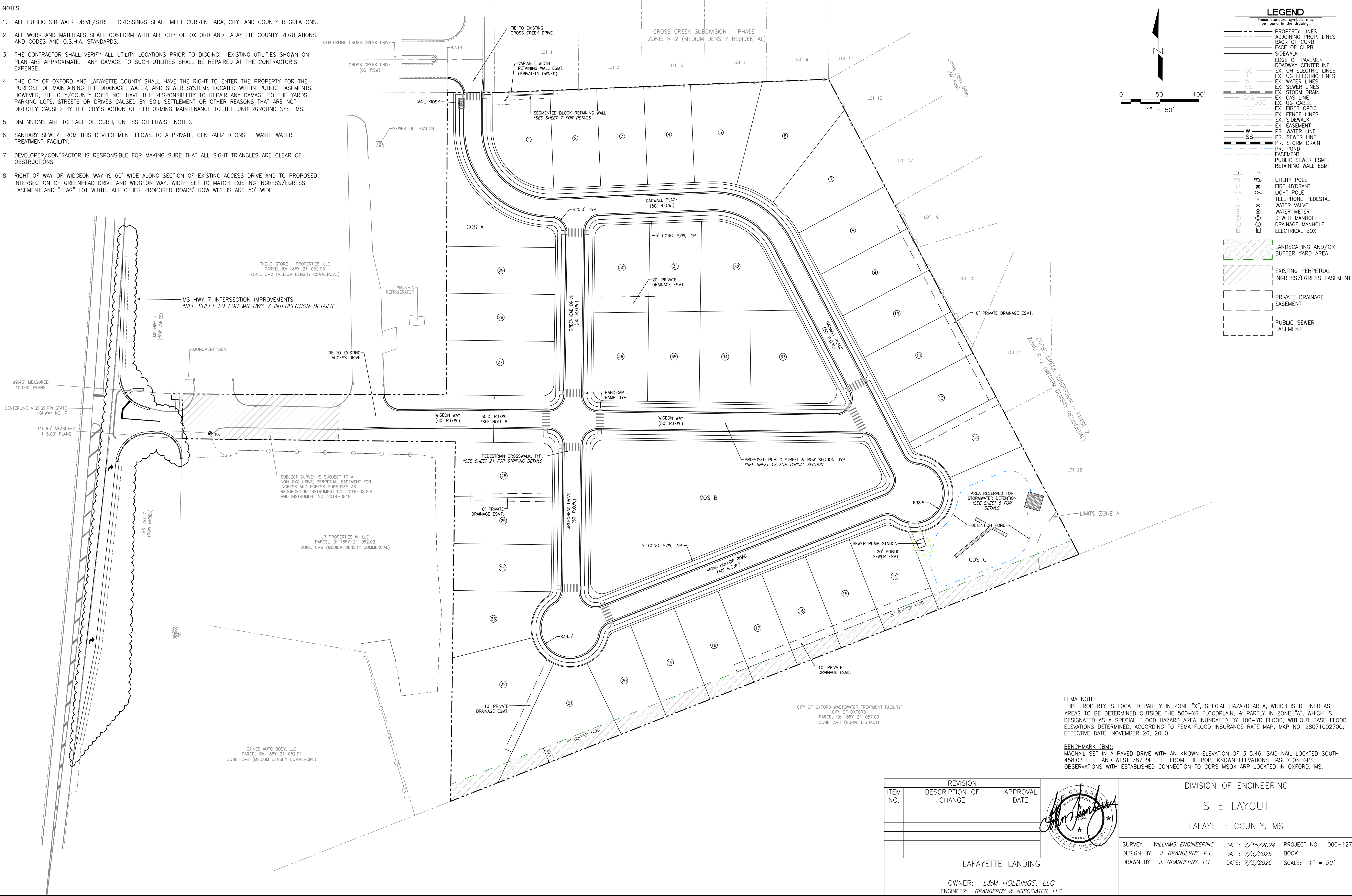
PRELIMINARY PLAT		
LAFAYETTE LANDING SUBDIVISION		
LAFAYETTE COUNTY, MISSISSIPPI		
MEDIUM DENSITY RESIDENTIAL (R-2) LOTS: 36 TOTAL AREA: 12.24 AC		
OWNER: L&M HOLDINGS, LLC 1428 S. 10TH STREET OXFORD, MS 38655		ENGINEER: GRANBERRY & ASSOCIATES 1686 PADINGTON PARK LANE GERMANTOWN, TN 38138
DATE: JULY 2025	SCALE: 1"=50'	SHEET 2 OF 2

FEMA NOTE:
THIS PROPERTY IS LOCATED PARTLY IN ZONE "X", SPECIAL HAZARD AREA, WHICH IS DEFINED AS AREAS TO BE DETERMINED OUTSIDE THE 500-YR FLOODPLAIN, & PARTLY IN ZONE "A", WHICH IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA INUNDATED BY 100-YR FLOOD, WITHOUT BASE FLOOD ELEVATIONS DETERMINED, ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, MAP NO. 28071C0270C, EFFECTIVE DATE: NOVEMBER 26, 2010.

BENCHMARK (BM):
MAGNAIL SET IN A PAVED DRIVE WITH AN KNOWN ELEVATION OF 315.46, SAID NAIL LOCATED SOUTH 458.03 FEET AND WEST 787.24 FEET FROM THE POB. KNOWN ELEVATIONS BASED ON GPS OBSERVATIONS WITH ESTABLISHED CONNECTION TO CORS MSOX ARP LOCATED IN OXFORD, MS.

NOTES:

1. ALL PUBLIC SIDEWALK DRIVE/STREET CROSSINGS SHALL MEET CURRENT ADA, CITY, AND COUNTY REGULATIONS.
2. ALL WORK AND MATERIALS SHALL CONFORM WITH ALL CITY OF OXFORD AND LAFAYETTE COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
3. THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO DIGGING. EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE. ANY DAMAGE TO SUCH UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
4. THE CITY OF OXFORD AND LAFAYETTE COUNTY SHALL HAVE THE RIGHT TO ENTER THE PROPERTY FOR THE PURPOSE OF MAINTAINING THE DRAINAGE, WATER, AND SEWER SYSTEMS LOCATED WITHIN PUBLIC EASEMENTS. HOWEVER, THE CITY/COUNTY DOES NOT HAVE THE RESPONSIBILITY TO REPAIR ANY DAMAGE TO THE YARDS, PARKING LOTS, STREETS OR DRIVES CAUSED BY SOIL SETTLEMENT OR OTHER REASONS THAT ARE NOT DIRECTLY CAUSED BY THE CITY'S ACTION OF PERFORMING MAINTENANCE TO THE UNDERGROUND SYSTEMS.
5. DIMENSIONS ARE TO FACE OF CURB, UNLESS OTHERWISE NOTED.
6. SANITARY SEWER FROM THIS DEVELOPMENT FLOWS TO A PRIVATE, CENTRALIZED ONSITE WASTE WATER TREATMENT FACILITY.
7. DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.
8. RIGHT OF WAY OF WIDGEON WAY IS 60' WIDE ALONG SECTION OF EXISTING ACCESS DRIVE AND TO PROPOSED INTERSECTION OF GREENHEAD DRIVE AND WIDGEON WAY. WIDTH SET TO MATCH EXISTING INGRESS/EGRESS EASEMENT AND "FLAG" LOT WIDTH. ALL OTHER PROPOSED ROADS' ROW WIDTHS ARE 50' WIDE.

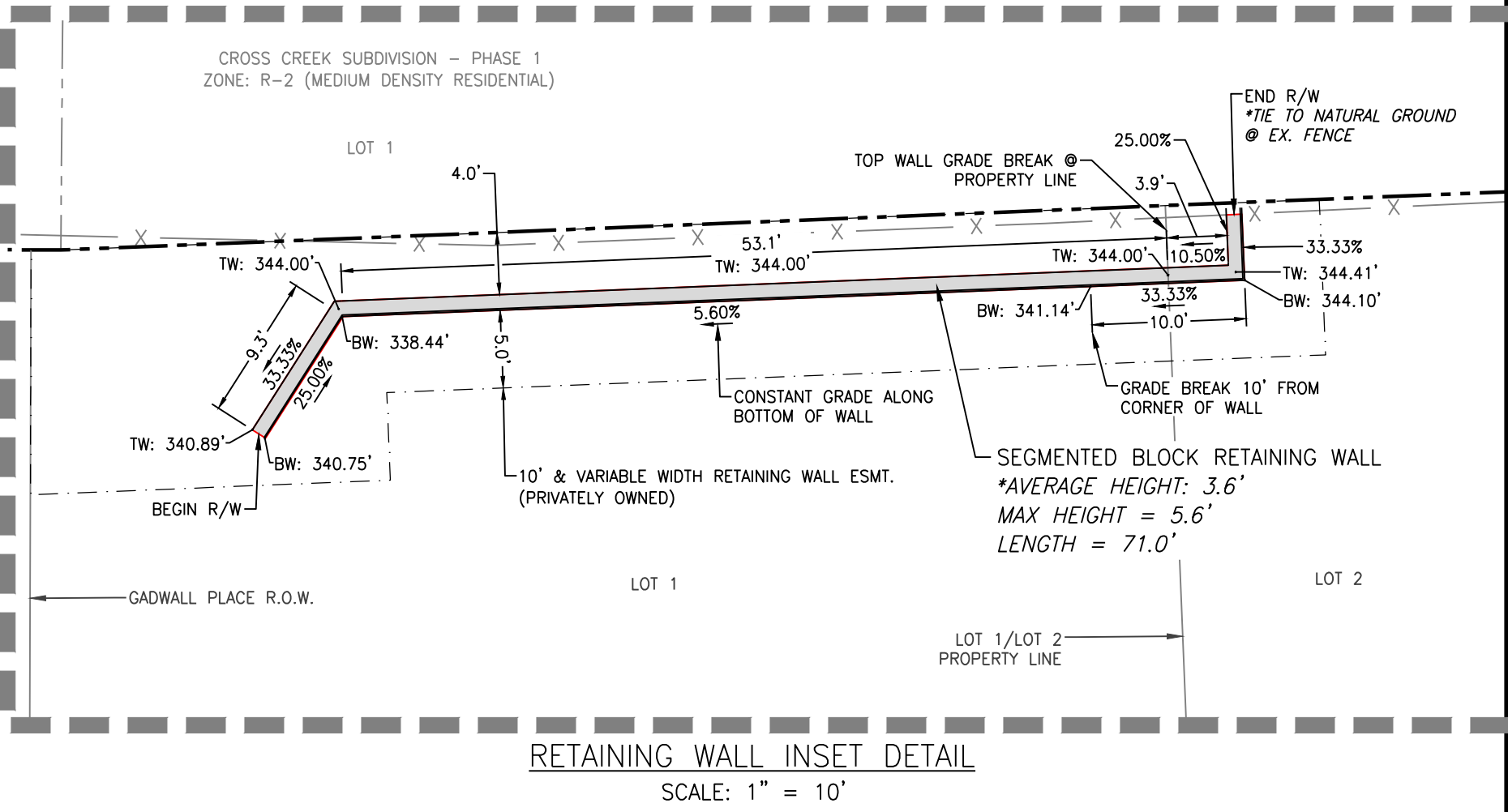
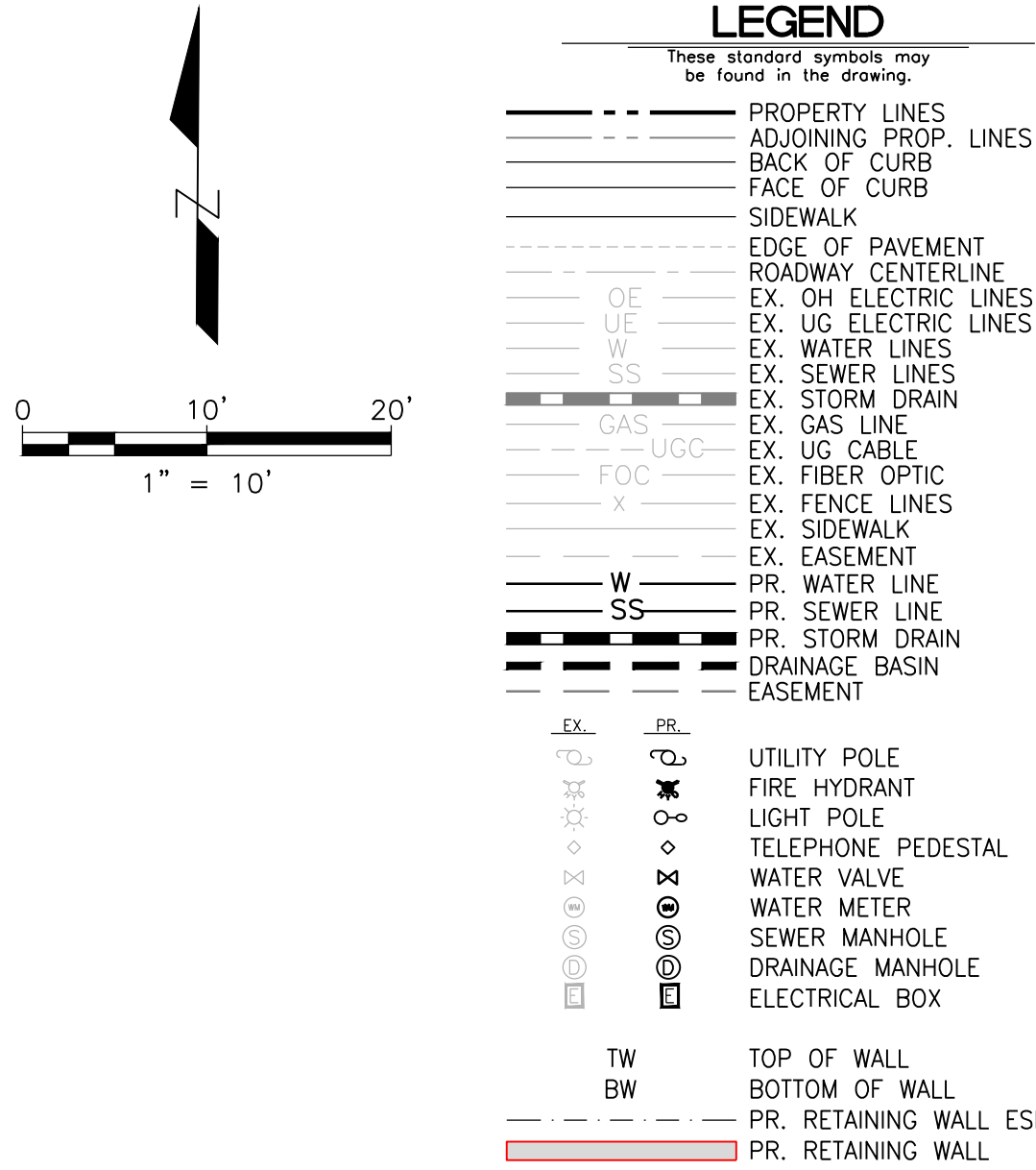


STORM DRAINAGE - STRUCTURE TABLE								
STRUCTURE ID	TYPE OF STRUCTURE	TC/THROAT/RIM ELEVATION	F.L. IN	F.L. OUT	D.A. (ACRES)	Q-25 (CFS)	Q _c CAPTURED (CFS)	Q _b BYPASS (CFS)
1 ^[1]	30" CONC. H/W	N/A	30" - 302.35' (W)	....	0.00	26.79 ^[2]	....	....
2 ^[1]	DET. POND OUTFALL STR.	310.00'	....	30" - 302.64' (E)	0.00	26.79 ^[2]	....	....
3 ^[1]	18" FES	N/A	18" - 303.50' (SW)	....	0.00	3.56	....	....
4 ^[1]	3'x3' PEDESTAL INLET	311.80'	18" - 306.51' (W)	18" - 306.51' (NE)	0.18	3.56	1.18	0.00
5 ^[1]	3'x3' PEDESTAL INLET	313.07'	18" - 309.09' (W)	18" - 309.09' (E)	0.21	2.77	1.37	0.00
6 ^[1]	3'x3' PEDESTAL INLET	313.74'	....	18" - 309.99' (E)	0.27	1.77	1.77	0.00
7 ^[1]	36" FES	N/A	36" - 303.00' (NW)	....	0.00	41.04	....	0.00
8	SS-2 W/ 1 EXT.	314.81'	36" - 307.48' (W)	36" - 303.62' (SE)	0.25	41.04	1.64	0.00
9	SS-2 W/ 2 EXT.	315.52'	18" - 311.35' (S) 24" - 308.74' (W) 30" - 310.85' (NE)	36" - 308.24' (E)	0.70	40.26	2.42	0.00
10	SS-2 W/1 EXT.	315.59'	....	18" - 311.56' (N)	0.21	1.37	1.37	0.00
11	SS-2 W/ 1 EXT.	316.44'	18" - 311.72' (S) 24" - 310.11' (W)	24" - 310.11' (E)	0.70	11.50	2.12	0.00
12	SS-2 W/ 2 EXT.	316.44'	....	18" - 312.34' (N)	0.42	2.36	2.36	0.00
13	SS-2 W/ 1 EXT.	317.42'	18" - 312.08' (SW) 18" - 312.08' (W)	24" - 311.58' (E)	0.21	8.26	1.37	0.00
14	SS-2 W/ 1 EXT.	318.21'	18" - 312.80' (SW)	18" - 312.80' (NE)	0.21	5.21	1.62	0.00
15 ^[1]	18" FES	N/A	....	18" - 313.70' (NE)	0.76	4.27	4.27	0.00
16	SS-2	319.18'	18" - 315.13' (N)	18" - 315.13' (E)	0.19	2.72	1.00	0.24
17	SS-2 W/ 1 EXT.	322.06'	18" - 317.37' (W)	18" - 317.37' (S)	0.25	1.92	1.64	0.00
18 ^[1]	3'x3' PEDESTAL INLET	321.73'	....	18" - 318.17' (E)	0.12	0.78	0.78	0.00
19	SS-2 W/ 1 EXT.	317.13'	18" - 313.06' (NE) 30" - 312.06' (NW)	30" - 312.06' (SW)	0.21	28.78	1.38	0.00
20 ^[1]	3'x3' PEDESTAL INLET	318.88'	18" - 315.32' (NW)	18" - 315.32' (SW)	0.19	2.80	1.24	0.00
21 ^[1]	3'x3' PEDESTAL INLET	320.49'	18" - 316.93' (NW)	18" - 316.93' (SE)	0.16	2.00	1.05	0.00
22 ^[1]	3'x3' PEDESTAL INLET	321.59'	....	18" - 318.03' (SE)	0.20	1.31	1.31	0.00
23	SS-2 W/ 2 EXT.	319.40'	18" - 315.84' (N) 24" - 315.01' (W)	30" - 314.51' (SE)	0.35	26.79	2.29	0.00
24	SS-2 W/ 2 EXT.	320.68'	18" - 316.62' (NE)	18" - 316.62' (S)	0.33	12.26	2.16	0.00
25	SS-2 W/ 2 EXT.	321.21'	18" - 317.15' (NW)	18" - 317.15' (SW)	0.47	10.59	3.13	0.00
26	SS-2 W/ 2 EXT.	326.96'	18" - 322.81' (W)	18" - 322.81' (SE)	0.59	8.40	3.51	0.06
27	SS-2 W/ 1 EXT.	330.81'	18" - 326.15' (N)	18" - 326.15' (E)	0.19	5.39	1.07	0.00
28	SS-2 W/ 2 EXT.	331.05'	....	18" - 326.98' (S)	0.78	4.38	4.13	0.25
29	SS-2 W/ 2 EXT.	321.00'	24" - 316.34' (W) 18" - 316.84' (S)	24" - 316.34' (E)	0.63	13.11	3.54	0.00
30	SS-2 W/ 1 EXT.	321.00'	....	18" - 317.03' (N)	0.11	0.89	0.89	0.00
31	SS-2 W/ 1 EXT.	323.80'	18" - 318.21' (NW)	24" - 318.21' (E)	0.12	9.55	0.82	0.00
32	SS-2	325.34'	18" - 321.78' (N) 18" - 319.01' (W)	18" - 318.51' (SE)	0.05	8.95	0.56	0.04
33	SS-2 W/ 1 EXT.	325.47'	18" - 319.19' (SW)	18" - 319.19' (E)	0.30	4.24	1.87	0.09
34	SS-2	325.03'	18" - 319.49' (W)	18" - 319.49' (NE)	0.11	2.56	0.81	0.00
35	3'x3' PEDESTAL INLET	323.83'	....	18" - 320.27' (E)	0.32	2.09	2.09	0.00
36	SS-2	330.35'	18" - 326.35' (N) 18" - 325.28' (E)	18" - 325.28' (S)	0.15	4.71	0.78	0.20
37 ^[1]	3'x3' PEDESTAL INLET	329.49'	....	18" - 325.93' (W)	0.18	1.18	1.18	0.00
38	SS-2 W/ 2 EXT.	334.86'	18" - 328.21' (W) 18" - 330.82' (N)	18" - 328.21' (S)	0.14	2.99	1.13	0.00
39 ^[1]	3'x3' PEDESTAL INLET	331.94'	....	18" - 328.38' (E)	0.13	0.65	0.65	0.00
40	SS-2 W/ 1 EXT.	336.81'	....	18" - 332.61' (S)	0.22	1.44	1.44	0.00

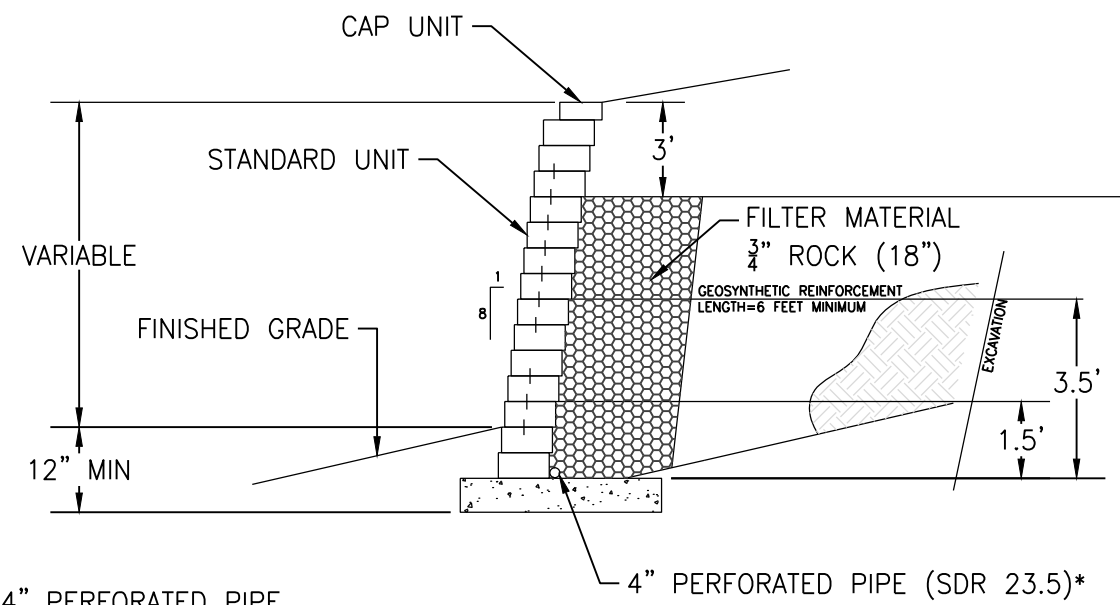
ALL STRUCTURES ARE PUBLIC UNLESS OTHERWISE NOTED.
[1] STRUCTURE IS PRIVATE
[2] FLOW RATE FROM STORMWATER CONTROL STRUCTURE DISCHARGE CALCULATION IS USED.

STORM DRAINAGE - PIPE TABLE											
FROM	INVERT ELEV	TO	INVERT ELEV.	PIPE DIA (IN)	LENGTH (FT)	SLOPE	D. A. (AC)	DESIGN FLOW, Q-25 (CFS)	PIPE CAPACITY, Q _c (CFS)	PIPE VELOCITY (FPS)	
2	302.64	1	302.35	30 ^[1]	59	0.50%	11.06	26.79 ^[2]	31.22	7.17	
4	306.51	3	303.50	18 ^[1]	57	5.31%	0.66	3.56	26.21	4.24	
5	309.09	4	306.51	18 ^[1]	129	2.00%	0.48	2.77	16.09	3.61	
6	309.99	5	309.09	18 ^[1]	120	0.75%	0.27	1.77	9.85	2.96	
8	303.62	7	303.00	36 ^[1]	41	1.50%	9.95	41.04	88.44	7.84	
9	308.24	8	307.48	36	76	1.00%	9.70	40.26	72.31	9.13	
10	311.56	9	311.35	18	28	0.75%	0.21	1.37	9.80	3.55	
11	310.11	9	308.74	24	183	0.75%	2.86	11.50	21.19	5.06	
12	312.34	11	311.72	18	25	2.50%	0.42	2.36	18.06	5.40	
13	311.58	11	310.11	24	195	0.75%	1.74	8.26	21.26	4.62	
14	312.80	13	312.08	18	96	0.75%	0.97	5.21	9.84	5.25	
15	313.70	14	312.80	18 ^[1]	120	0.75%	0.76	4.27	9.84	4.24	
16	315.13	13	312.08	18	66	4.65%	0.56	2.72	24.54	4.44	
17	317.37	16	315.13	18	110	2.04%	0.37	1.92	16.25	3.13	
18	318.17	17	317.37	18 ^[1]	107	0.75%	0.12	0.78	9.81	2.08	
19	312.06	9	310.85	30	61	2.00%	5.93	28.78	62.80	9.99	
20	315.32	19	313.06	18 ^[1]	132	1.71%	0.55	2.80	14.91	5.20	
21	316.93	20	315.32	18 ^[1]	133	1.21%	0.36	2.00	12.52	3.18	
22	318.03	21	316.93	18 ^[1]	120	0.92%	0.20	1.31	10.89	2.74	
23	314.51	19	312.06	30	98	2.50%	5.17	26.79	70.28	8.68	
24	316.62	23	315.84	18	40	1.95%	2.36	12.26	15.92	8.68	
25	317.15	24	316.62	18	30	1.77%	2.03	10.59	15.18	6.58	
26	322.81	25	317.15	18	177	3.19%	1.56	8.40	20.34	5.63	
27	326.15	26	322.81	18	114	2.94%	0.97	5.39	19.49	4.36	
28	326.98	27	326.15	18	26	3.20%	0.78	4.38	20.29	4.27	
29	316.34	23	315.01	24	106	1.25%	2.46	13.11	27.40	5.23	
30	317.03	29	316.84	18	25	0.75%	0.11	0.89	9.92	1.87	
31	318.21	29	316.34	24	187	1.00%	1.72	9.55	24.50	4.89	
32	318.51	31	318.21	18	40	0.75%	1.60	8.95	9.85	6.22	
33	319.19	32	319.01	18	25	0.75%	0.73	4.24	9.63	4.89	
34	319.49	33	319.19	18	40	0.75%	0.43	2.56	9.85	3.28	
35	320.27	34	319.49	18	103	0.75%	0.32	2.09	9.90	3.37	
36	325.28	32	321.78	18	100	3.50%	0.82	4.71	21.26	7.17	
37	325.93	36	325.28	18 ^[1]	86	0.75%	0.18	1.18	9.89	2.11	
38	328.21	36	326.35	18	94	1.98%	0.49	2.99	16.03	5.48	
39	328.38	38	328.21	18 ^[1]	22	0.75%	0.13	0.65	9.89	1.74	
40	332.61	38	330.82	18	56	3.22%	0.22	1.44	20.42	4.95	

ALL PIPE SHALL BE HIGH DENSITY POLYETHYLENE PIPE (HDPE), UNLESS OTHERWISE NOTED.
ALL PIPES ARE PUBLIC UNLESS OTHERWISE NOTED.
[1] PIPE IS PRIVATE.
[2] FLOW RATE AS CALCULATED FROM STORMWATER CONTROL STRUCTURE.



RETAINING WALL DESIGN NOTE:
DETAILS SHOWN IN THESE DRAWINGS ARE TO BE USED AS A BASIC GUIDE (FOR ESTIMATING PURPOSES ONLY). FINAL DESIGN TO BE FURNISHED BY THE MANUFACTURER OR CONTRACTOR AND SIGNED AND SEALED BY A REGISTERED ENGINEER IN THE STATE OF MISSISSIPPI.



*NOTE: 4" PERFORATED PIPE SHALL EXTEND BEYOND BOTH ENDS OF WALL IN ORDER TO DRAIN.

MODULAR RETAINING WALL SECTION
SCALE: N.T.S.

FEMA NOTE:
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BENCHMARK (BM):
MAGNAIL SET IN A PAVED DRIVE WITH AN KNOWN ELEVATION OF 315.46, SAID NAIL LOCATED SOUTH 458.03 FEET AND WEST 787.24 FEET FROM THE POB. KNOWN ELEVATIONS BASED ON GPS OBSERVATIONS WITH ESTABLISHED CONNECTION TO CORS M50X ARP LOCATED IN OXFORD, MS.

REVISION				DIVISION OF ENGINEERING		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE		GRADING & DRAINAGE –		
				TABLES & DETAILS		
				LAFAYETTE COUNTY, MS		
LAFAYETTE LANDING				SURVEY: WILLIAMS ENGINEERING		
				DESIGN BY: J. GRANBERRY, P.E.		
				DRAWN BY: J. GRANBERRY, P.E.		
				DATE: 7/15/2024		
				DATE: 7/3/2025		
				DATE: 7/3/2025		
				PROJECT NO.: 1000-127		
				BOOK:		
				SCALE: 1" = 10'		
OWNER: L&M HOLDINGS, LLC						
ENGINEER: GRANBERRY & ASSOCIATES, LLC						

GRADING & DRAINAGE NOTES:

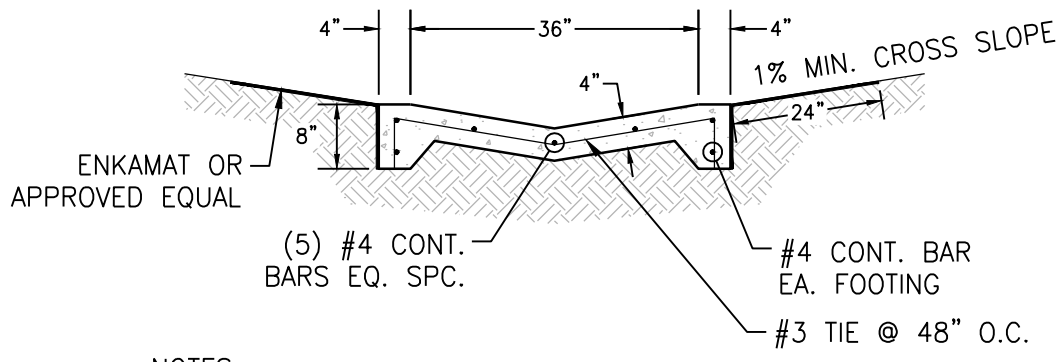
- ALL PUBLIC SIDEWALK DRIVE/STREET CROSSINGS SHALL MEET CURRENT ADA, CITY, AND COUNTY REGULATIONS.
- ALL WORK AND MATERIALS SHALL CONFORM WITH ALL CITY OF OXFORD AND LAFAYETTE COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
- THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO DIGGING. EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE. ANY DAMAGE TO SUCH UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- SITE TOPOGRAPHY, UTILITY, AND AS-BUILT INFORMATION WAS ACQUIRED FROM SURVEY BY WILLIAMS ENGINEERING.
- ALL SIDEWALK DRIVE/STREET CROSSINGS SHALL MEET CURRENT ADA AND CITY REGULATIONS.
- ALL CONSTRUCTED SLOPES SHALL BE A MAXIMUM OF 3 HORIZONTAL TO 1 VERTICAL.
- ALL ORIFICES IN THE STRUCTURE SHALL BE PRECAST. FIELD CUTTING, TORCHING, OR ANY MODIFICATION TO THE STRUCTURE IN THE FIELD IS STRICTLY PROHIBITED.
- ALL STORM DRAIN AND SEWER SHALL BE INSPECTED BY CAMERA AND IN THE PRESENCE OF A CITY REPRESENTATIVE. ANY DAMAGE OR DEFICIENCIES SHALL BE REMOVED AND REPLACED AND OR REPAIRED IN ACCORDANCE TO MANUFACTURERS AT THE DISCRETION OF THE CITY. ALL REPAIRS SHALL BE MADE PRIOR TO CITY/COUNTY ACCEPTANCE.

FEMA NOTE:

THIS PROPERTY IS LOCATED PARTLY IN ZONE "X", SPECIAL HAZARD AREA, WHICH IS DEFINED AS AREAS TO BE DETERMINED OUTSIDE THE 500-YR FLOODPLAIN, & PARTLY IN ZONE "A", WHICH IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA INUNDATED BY 100-YR FLOOD, WITHOUT BASE FLOOD ELEVATIONS DETERMINED, ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, MAP NO. 28071C0270C, EFFECTIVE DATE: NOVEMBER 26, 2010.

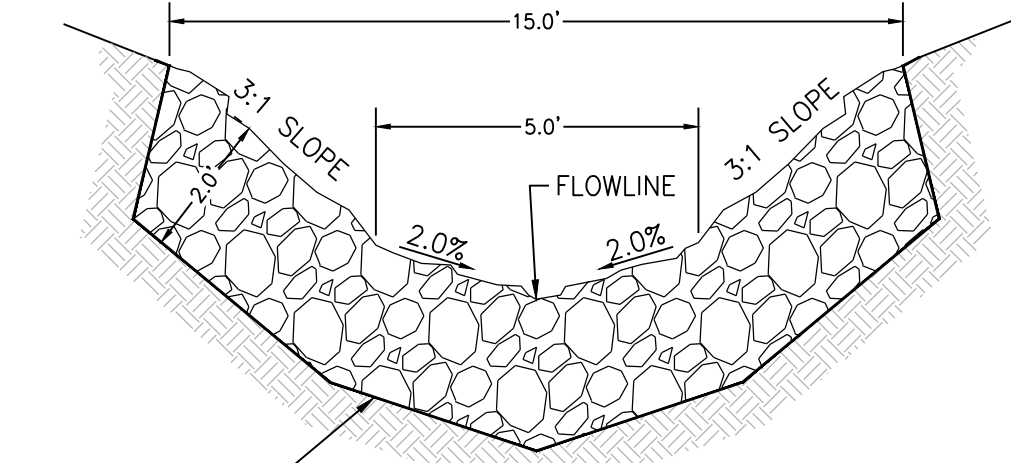
BENCHMARK (BM):

MAGNAIL SET IN A PAVED DRIVE WITH AN KNOWN ELEVATION OF 315.46, SAID NAIL LOCATED SOUTH 458.03 FEET AND WEST 787.24 FEET FROM THE POB. KNOWN ELEVATIONS BASED ON GPS OBSERVATIONS WITH ESTABLISHED CONNECTION TO CORS MSOX ARP LOCATED IN OXFORD, MS.

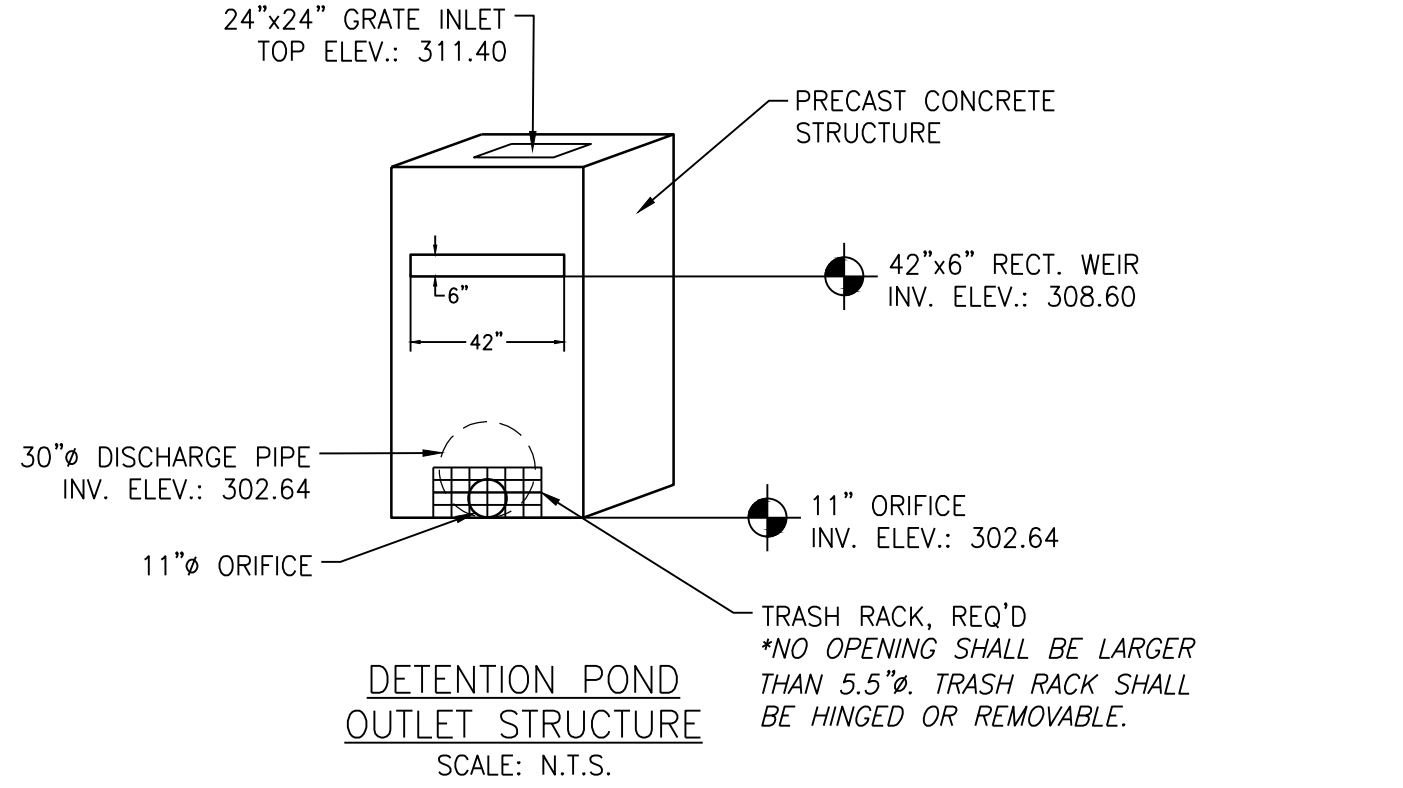


- NOTES:
- CONCRETE TO BE 4000 PSI.
 - SWALE GRADE TO BE 0.50% MIN.
 - CONTROL JOINTS EVERY 10'.
 - EXPANSION JOINTS EVERY 30'.

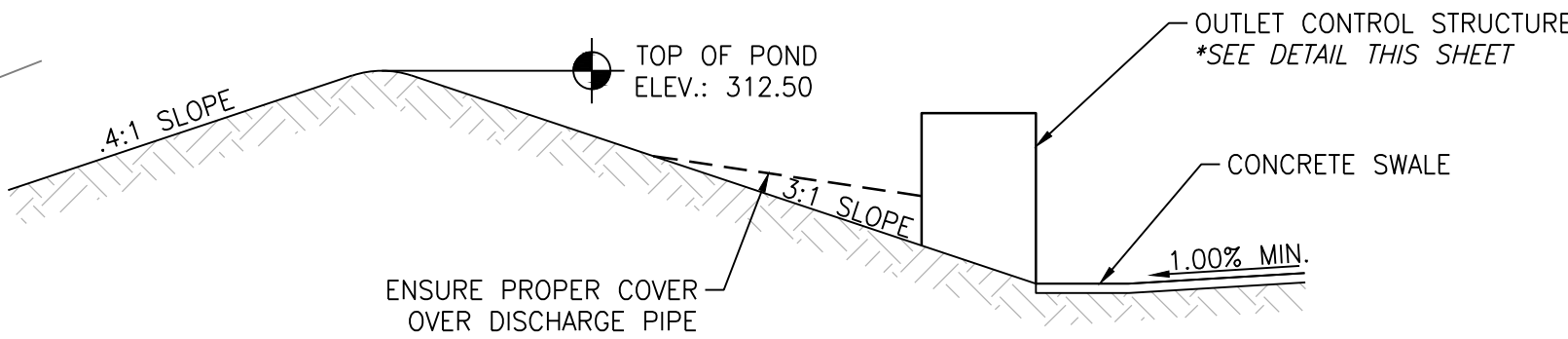
3' WIDE CONCRETE SWALE
SCALE: N.T.S.



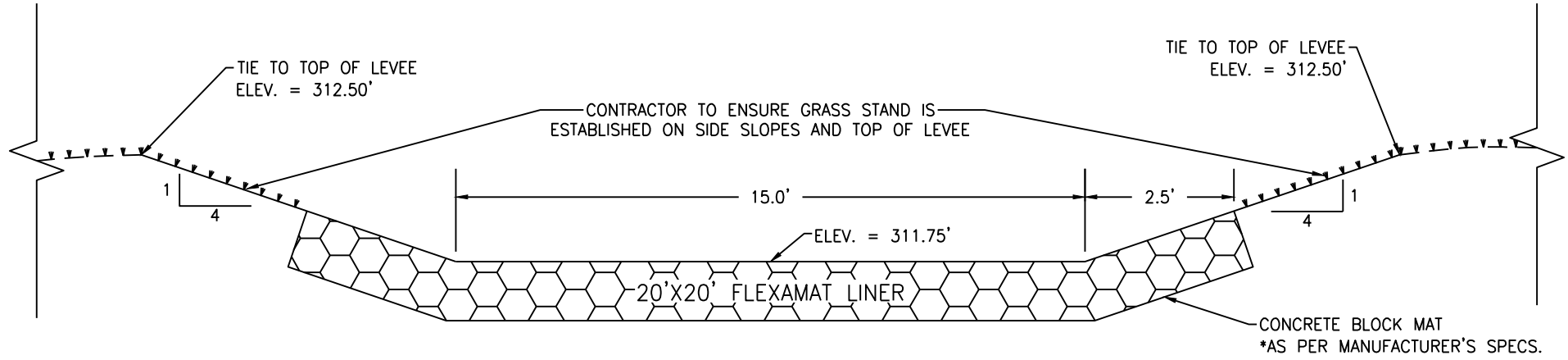
RIPRAP LINED CHANNEL
CROSS-SECTION
SCALE: N.T.S.



DETENTION POND
OUTLET STRUCTURE
SCALE: N.T.S.



EMERGENCY SPILLWAY
N.T.S.



DETENTION POND DATA									
DESIGN STORM EVENT	11" DIAMETER ORIFICE FLOW RATE, Q (CFS)	6"x42" RECTANGULAR WEIR FLOW RATE, Q (CFS)	24"x24" GRATE INLET FLOW RATE, Q (CFS)	30" DIA. DISCHARGE PIPE FLOW RATE, Q (CFS)	EMERGENCY SPILLWAY FLOW RATE, Q (CFS)	TOTAL DISCHARGE, Q _T (CFS)	DISCHARGE VELOCITY (FT/S)	STORMWATER ELEVATION (FT)	STORED VOLUME (CF)
2-YR	7.47	0.01	0.00	7.47	0.00	7.47	5.18	308.61	29,318
10-YR	8.69	11.07	0.00	19.76	0.00	19.76	6.75	310.58	47,165
25-YR	9.32	14.23	5.37	28.92	0.00	28.92	7.28	311.70	59,500
100-YR	9.73	16.06	10.15	35.95	38.93	74.88	7.46	312.48	68,880

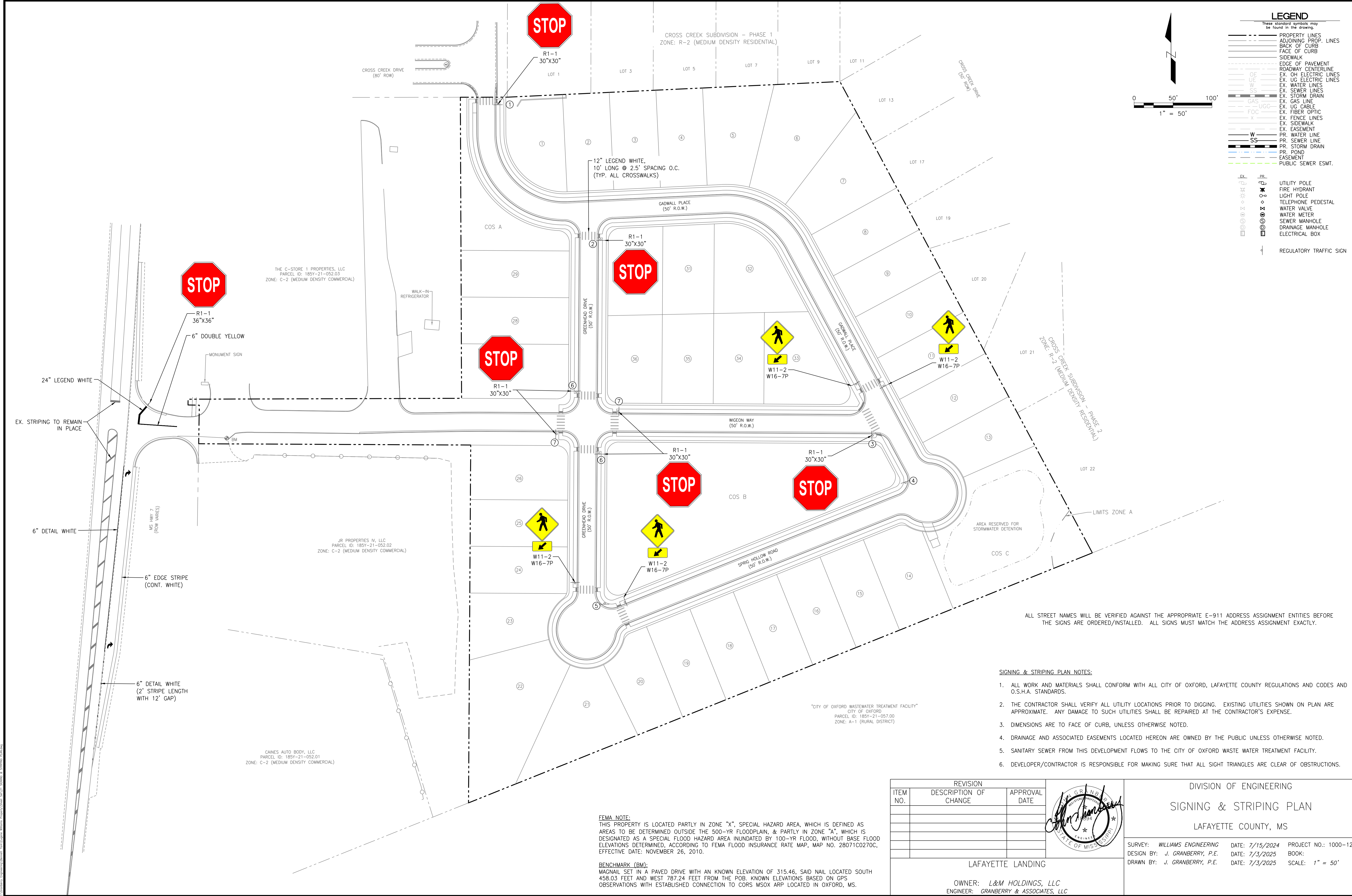
REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE

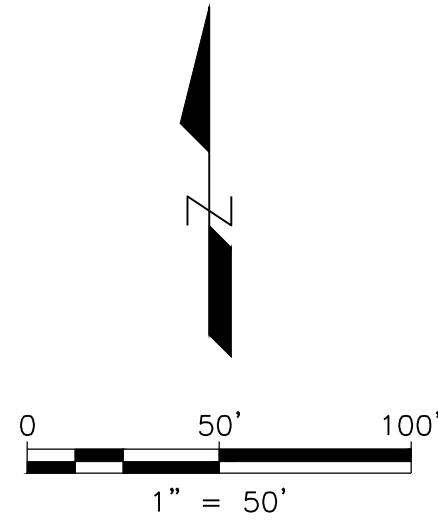


DIVISION OF ENGINEERING
DETENTION POND GRADING & DETAILS
LAFAYETTE COUNTY, MS

SURVEY: WILLIAMS ENGINEERING
DESIGN BY: J. GRANBERRY, P.E.
DRAWN BY: J. GRANBERRY, P.E.
DATE: 7/15/2024
DATE: 7/3/2025
DATE: 7/3/2025
PROJECT NO.: 1000-127
BOOK:
SCALE: 1" = 10'

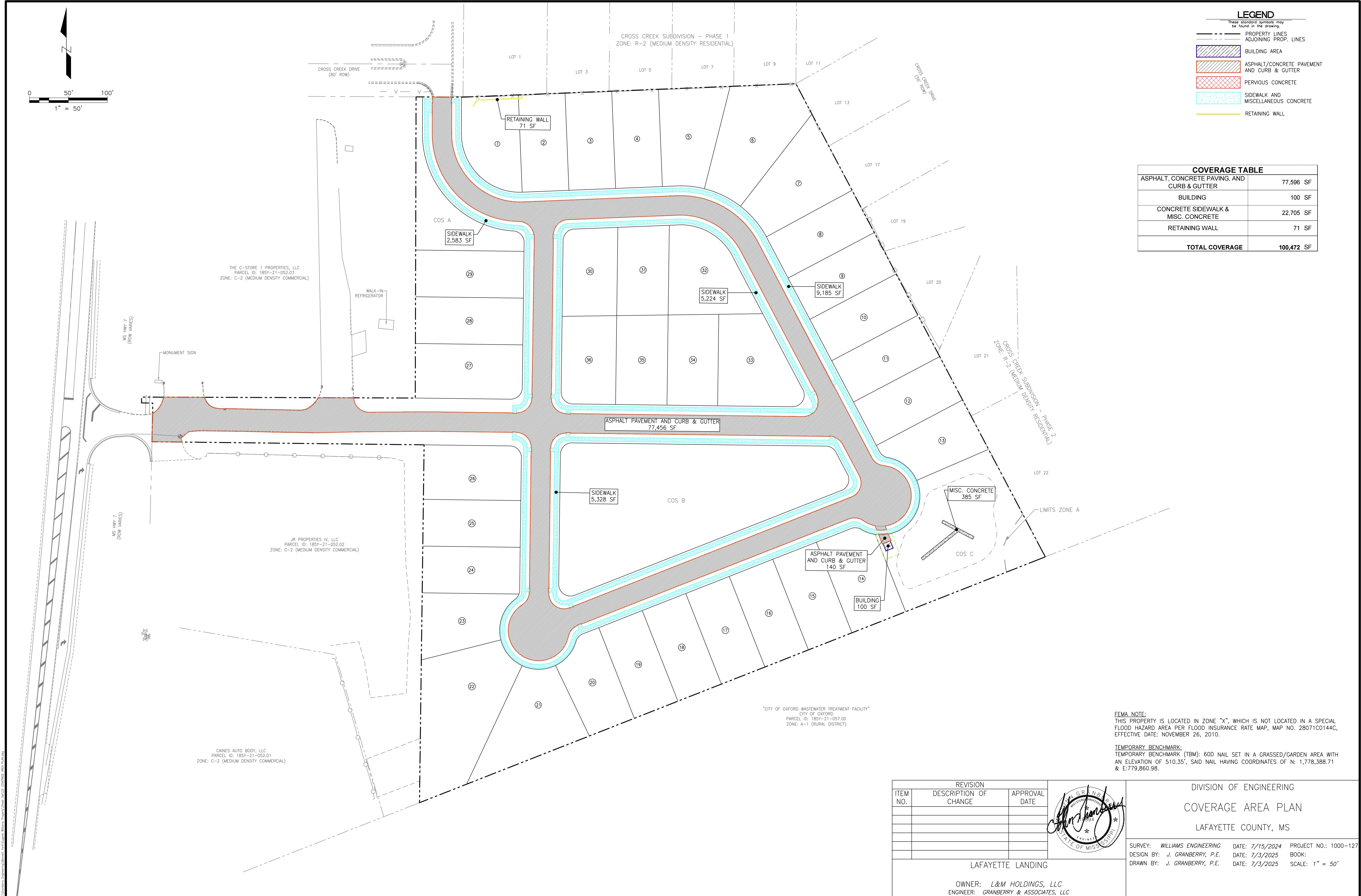
OWNER: L&M HOLDINGS, LLC
ENGINEER: GRANBERRY & ASSOCIATES, LLC





LEGEND	
These standard symbols may be found in the drawing.	
	PROPERTY LINES ADJOINING PROP. LINES
	BUILDING AREA
	ASPHALT/CONCRETE PAVEMENT AND CURB & GUTTER
	PERVIOUS CONCRETE
	SIDEWALK AND MISCELLANEOUS CONCRETE
	RETAINING WALL

COVERAGE TABLE	
ASPHALT, CONCRETE PAVING, AND CURB & GUTTER	77,596 SF
BUILDING	100 SF
CONCRETE SIDEWALK & MISC. CONCRETE	22,705 SF
RETAINING WALL	71 SF
TOTAL COVERAGE	100,472 SF



FEMA NOTE:
THIS PROPERTY IS LOCATED IN ZONE "X", WHICH IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA PER FLOOD INSURANCE RATE MAP, MAP NO. 28071C0144C, EFFECTIVE DATE: NOVEMBER 26, 2010.

TEMPORARY BENCHMARK:
TEMPORARY BENCHMARK (TBM): 60D NAIL SET IN A GRASSED/GARDEN AREA WITH AN ELEVATION OF 510.35', SAID NAIL HAVING COORDINATES OF N: 1,778,388.71 & E:779,860.98.

REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE
LAFAYETTE LANDING		
OWNER: L&M HOLDINGS, LLC ENGINEER: GRANBERRY & ASSOCIATES, LLC		

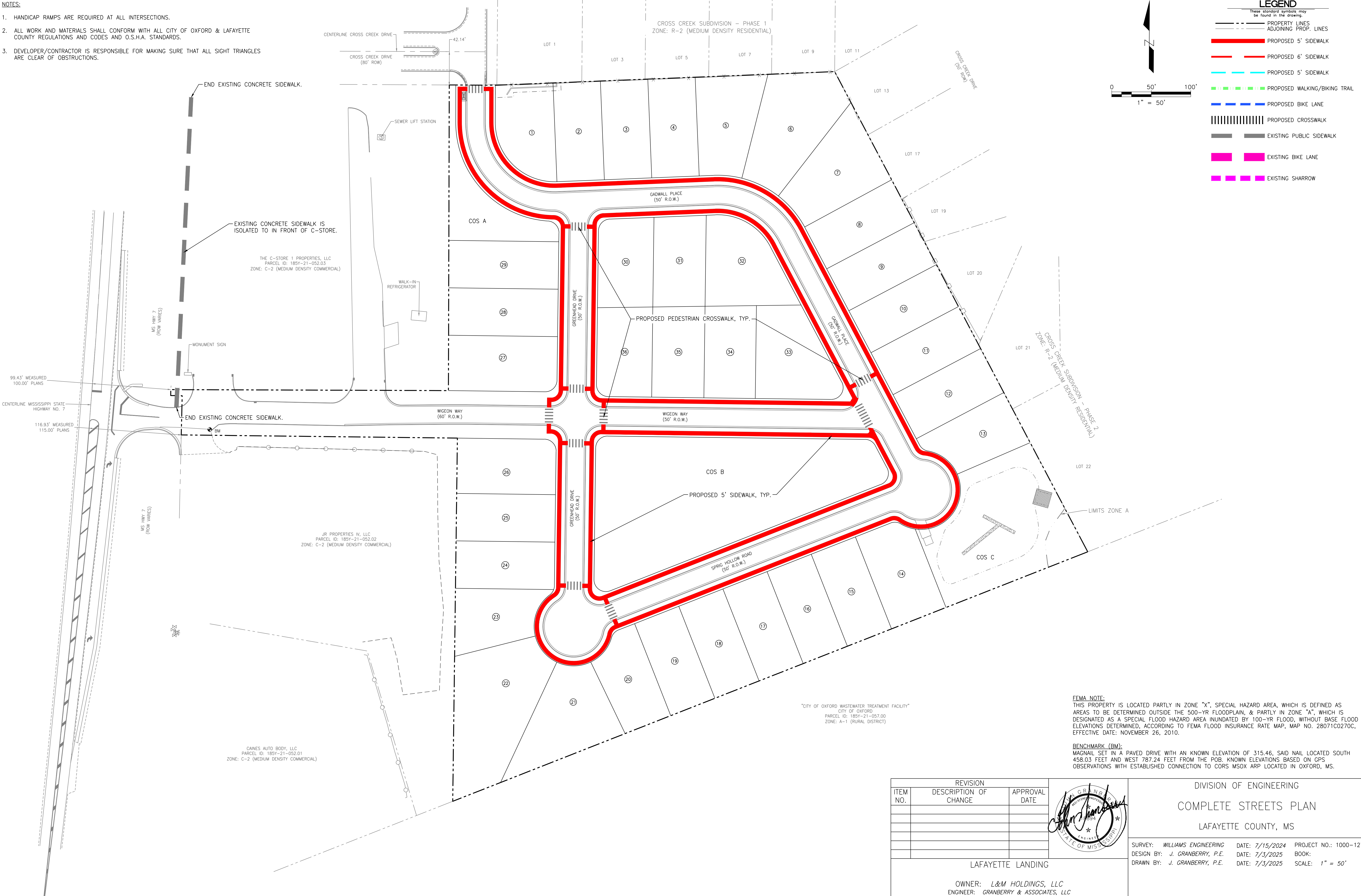


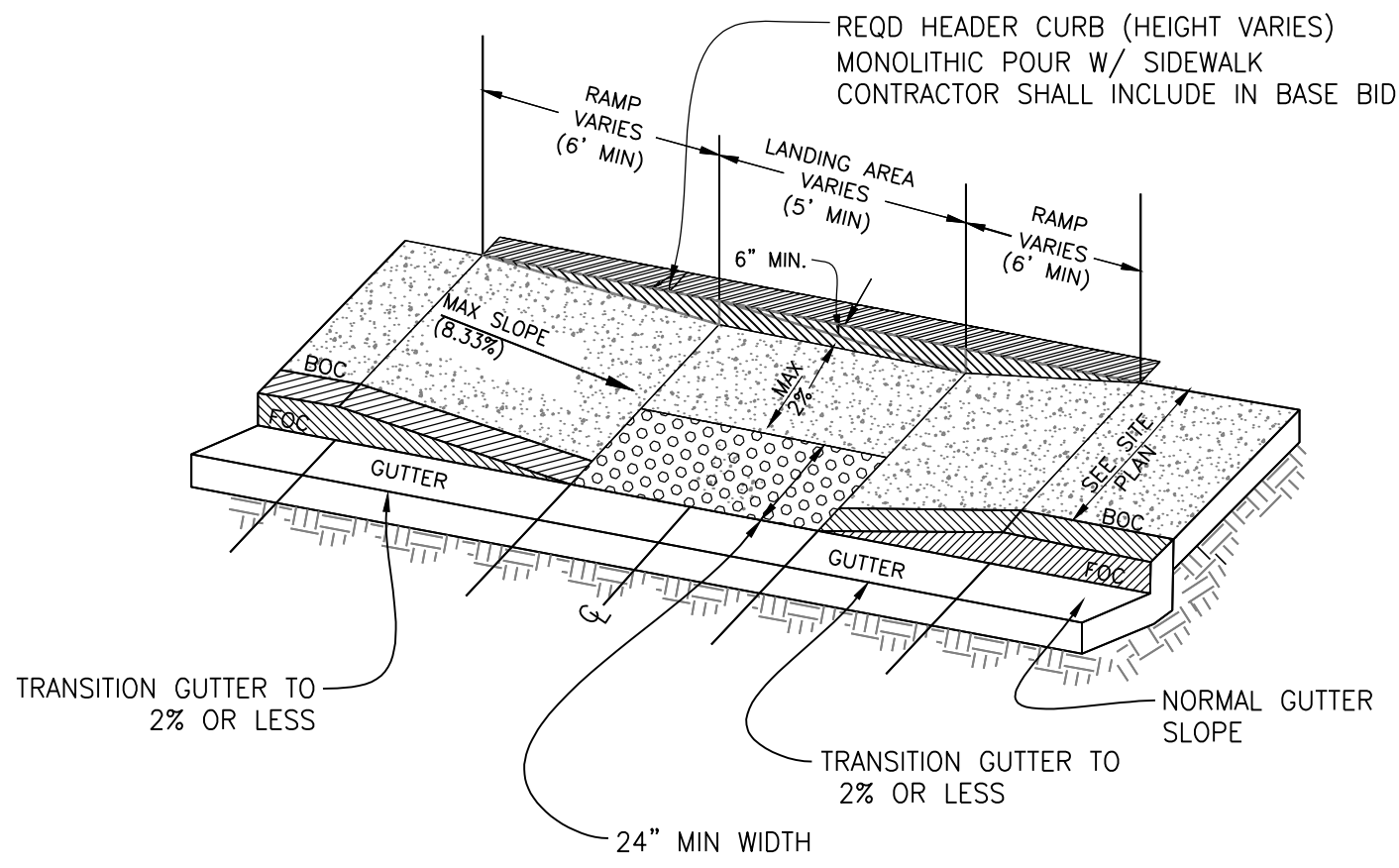
DIVISION OF ENGINEERING			
COVERAGE AREA PLAN			
LAFAYETTE COUNTY, MS			
SURVEY: WILLIAMS ENGINEERING	DATE: 7/15/2024	PROJECT NO.: 1000-127	
DESIGN BY: J. GRANBERRY, P.E.	DATE: 7/3/2025	BOOK:	
DRAWN BY: J. GRANBERRY, P.E.	DATE: 7/3/2025	SCALE: 1" = 50'	

C:\Users\jgranberry\OneDrive\Documents\Projects\2025\20250703_1000-127_COVERAGE AREA PLAN.dwg

NOTES:

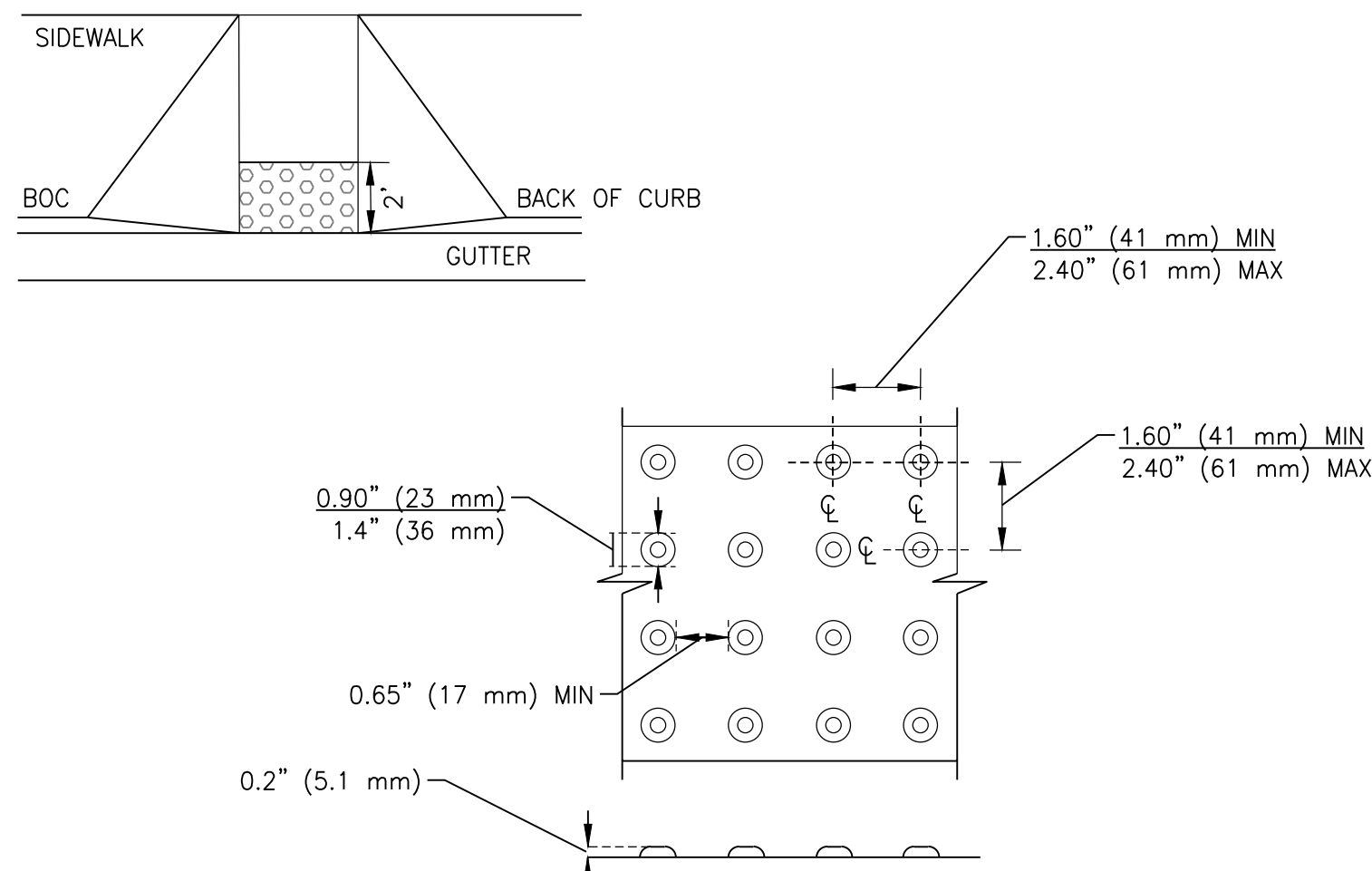
- HANDICAP RAMPS ARE REQUIRED AT ALL INTERSECTIONS.
- ALL WORK AND MATERIALS SHALL CONFORM WITH ALL CITY OF OXFORD & LAFAYETTE COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
- DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.



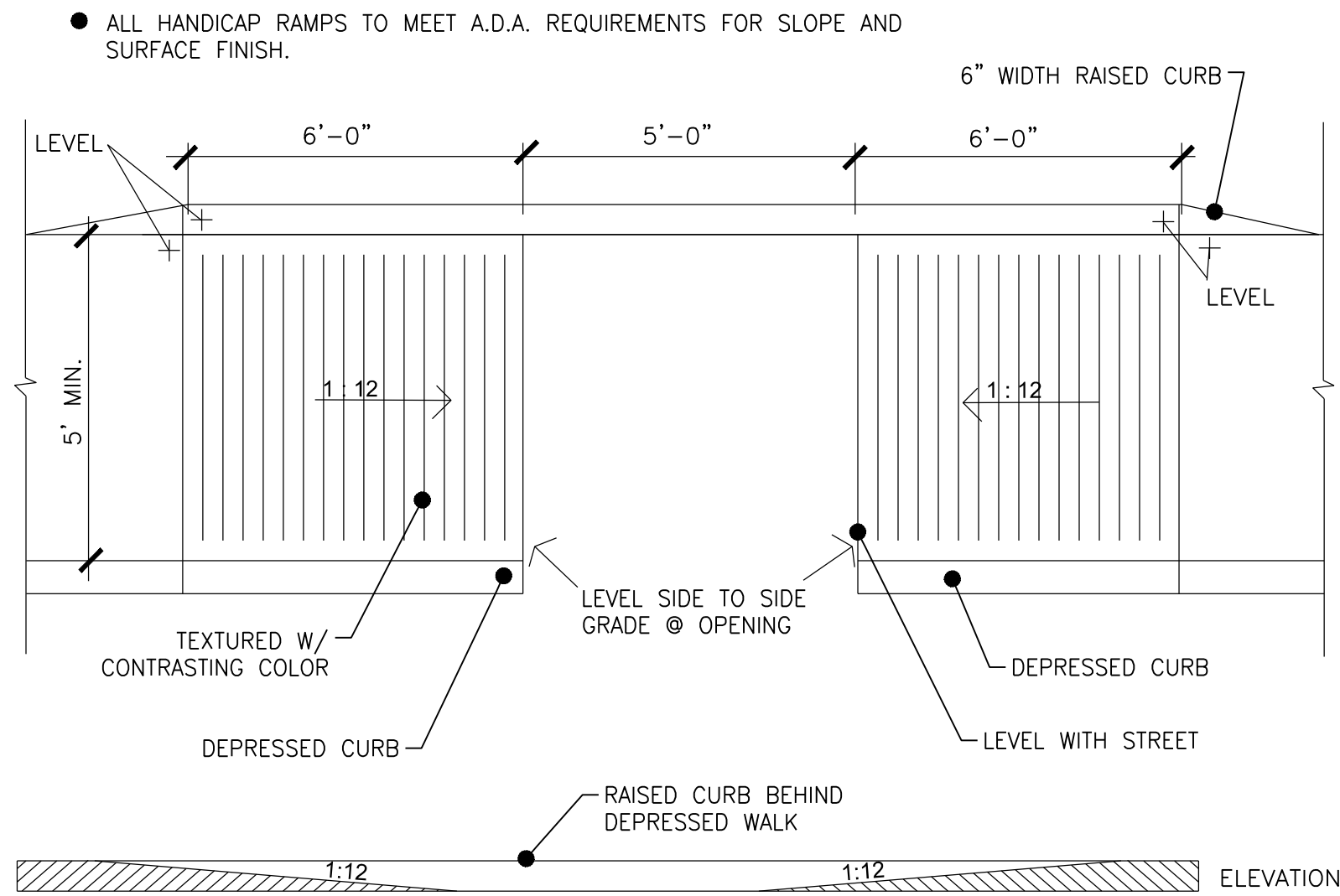


NOTES:
1. RAMPS WILL BE CONSTRUCTED FROM CONCRETE. SPECIFICATIONS FOR RAMP WILL BE THE SAME AS FOR CONCRETE SIDEWALK.
2. LIN. FT. OF CURB AND GUTTER WILL INCLUDE THE TRANSITIONED CURB IN FRONT OF RAMPS. SO. YDS. OF CONCRETE SIDEWALK WILL INCLUDE RAMPS.
3. NO ADDITIONAL PAYMENT WILL BE MADE FOR SAWING AND REMOVING EXISTING SIDEWALK OR CURB WHERE NECESSARY FOR RAMP CONSTRUCTION.

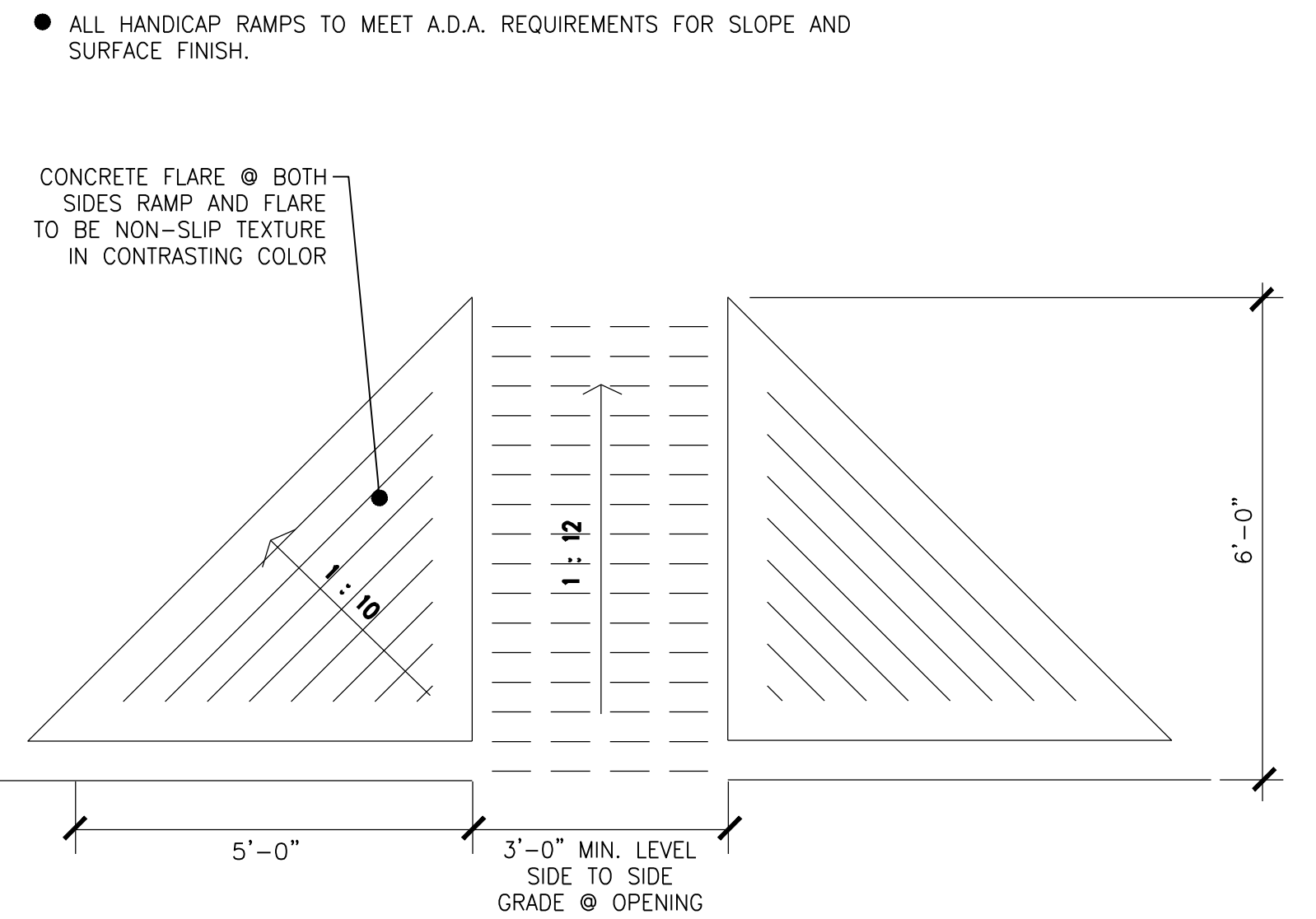
HANDICAP RAMP TYPE B
SCALE: N.T.S.



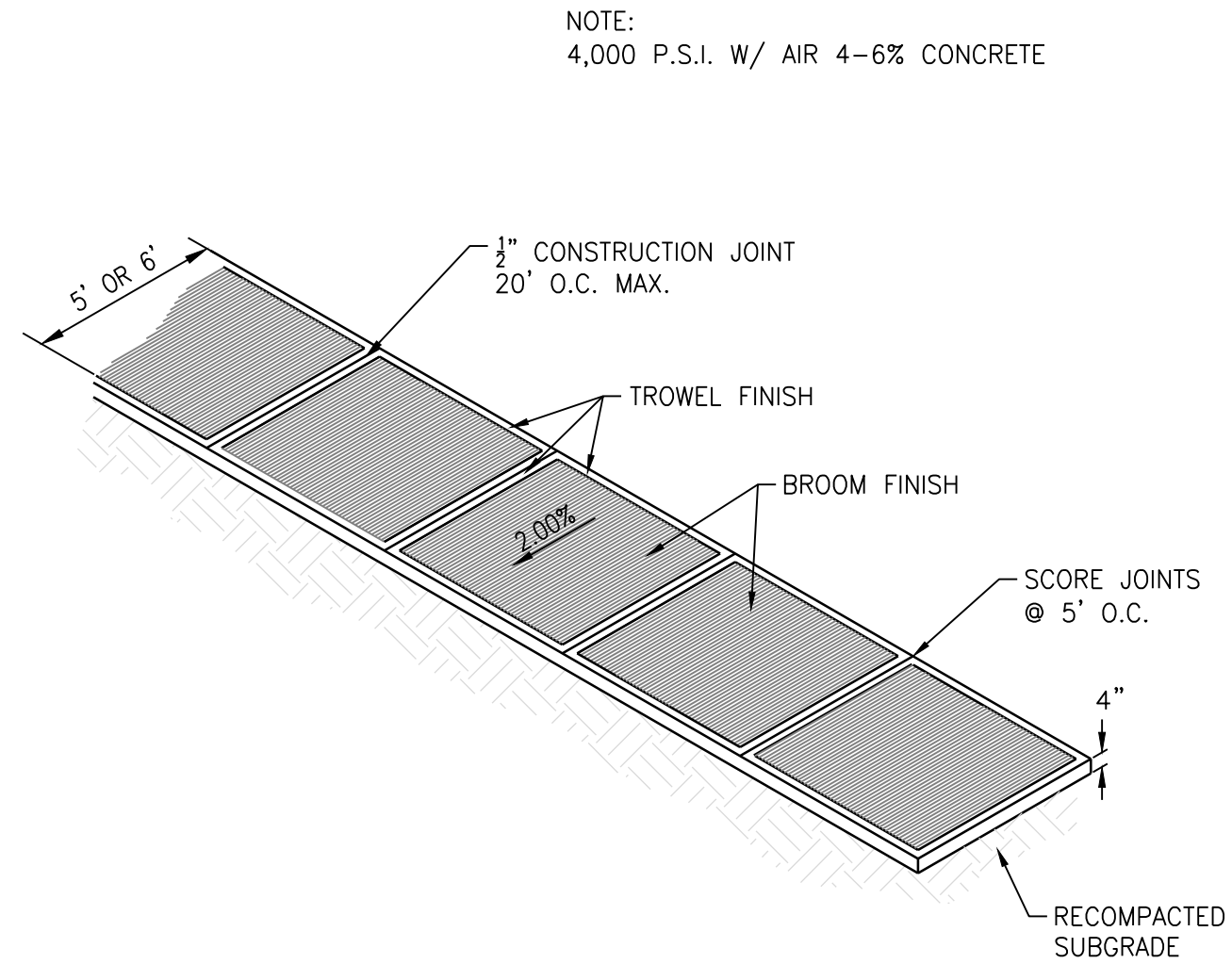
ADA DETECTABLE WARNING SURFACE (BRICK RED)
SCALE: N.T.S.



HANDICAP CURB CUT DETAIL
SCALE: N.T.S.

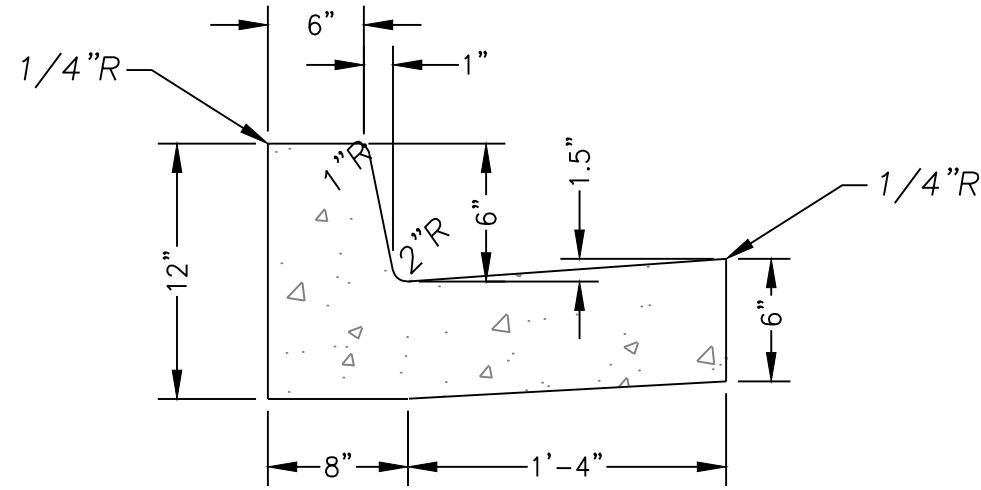


HANDICAP RAMP DETAIL
SCALE: N.T.S.



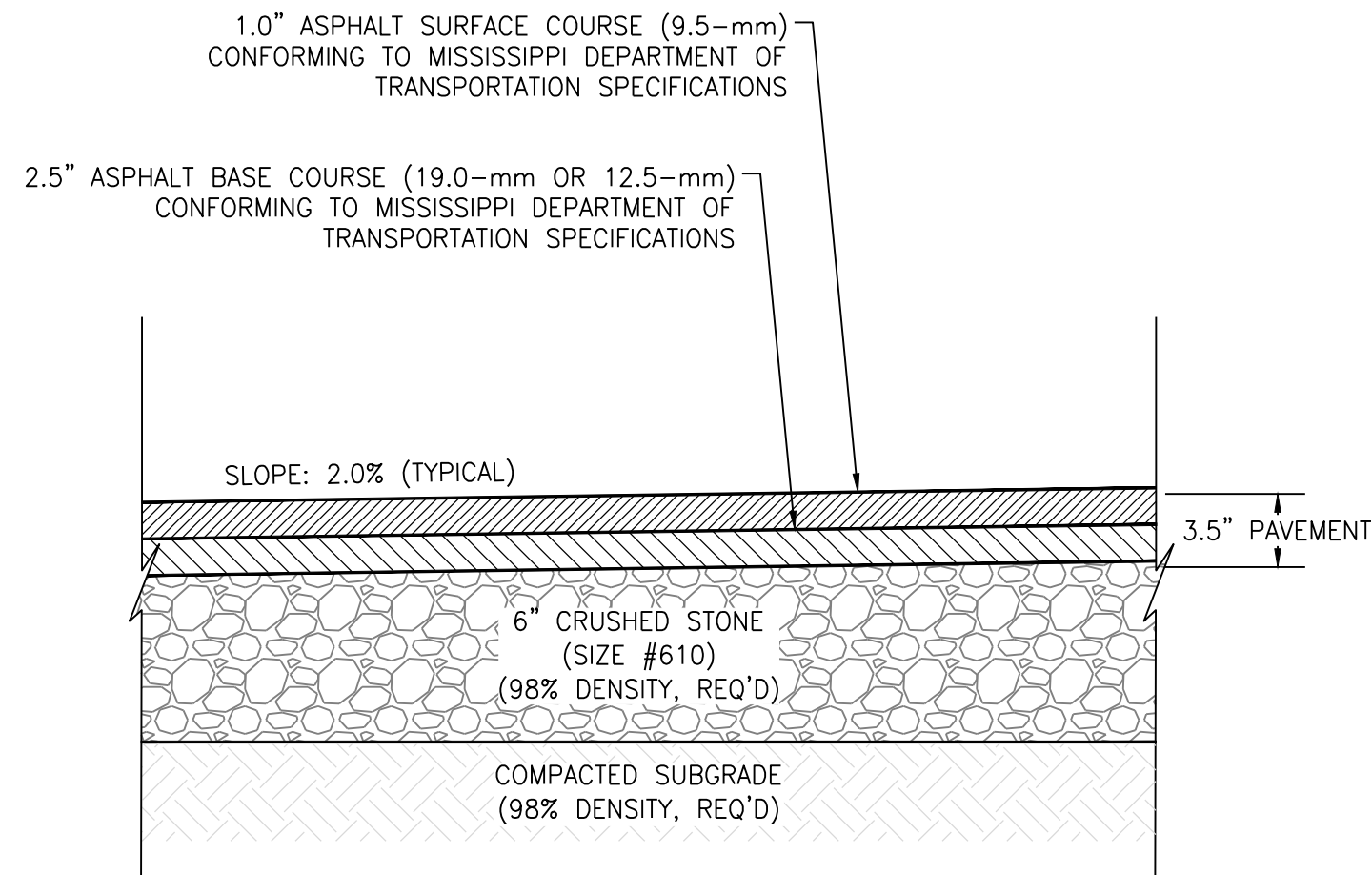
SIDEWALK DETAIL
SCALE: N.T.S.

- GENERAL NOTES:
1. EXPANSION JOINTS TO BE SPACED AT A MAXIMUM OF 60 FEET APART OR AS DIRECTED BY THE ENGINEER.
 2. EXPANSION JOINTS WILL ALSO BE REQUIRED AT TANGENT POINTS, RAMPS, INLETS AND ANY APPURTENANCES.
 3. CONTRACTION JOINTS ARE TO BE CUT INTO CURB AND GUTTER EVERY 10 FEET TO A DEPTH OF D/4, WHERE D EQUALS THE THICKNESS OF THE SECTION. THE SPACING OF 10 FEET MAY BE REDUCED AT CLOSURES BUT NO SECTION OF CURB AND GUTTER SHALL BE LESS THAN 10 FEET.
 4. CONCRETE SHALL BE 3500 PSI AT 28 DAYS.
 5. IN NO INSTANCES, SHOULD MORE THAN 0.25 INCHES OF WATER POOL IN GUTTER IMMEDIATELY AFTER A RAIN EVENT.
 6. MATERIALS AND INSTALLATION SHALL BE IN ACCORDANCE WITH THE MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION).

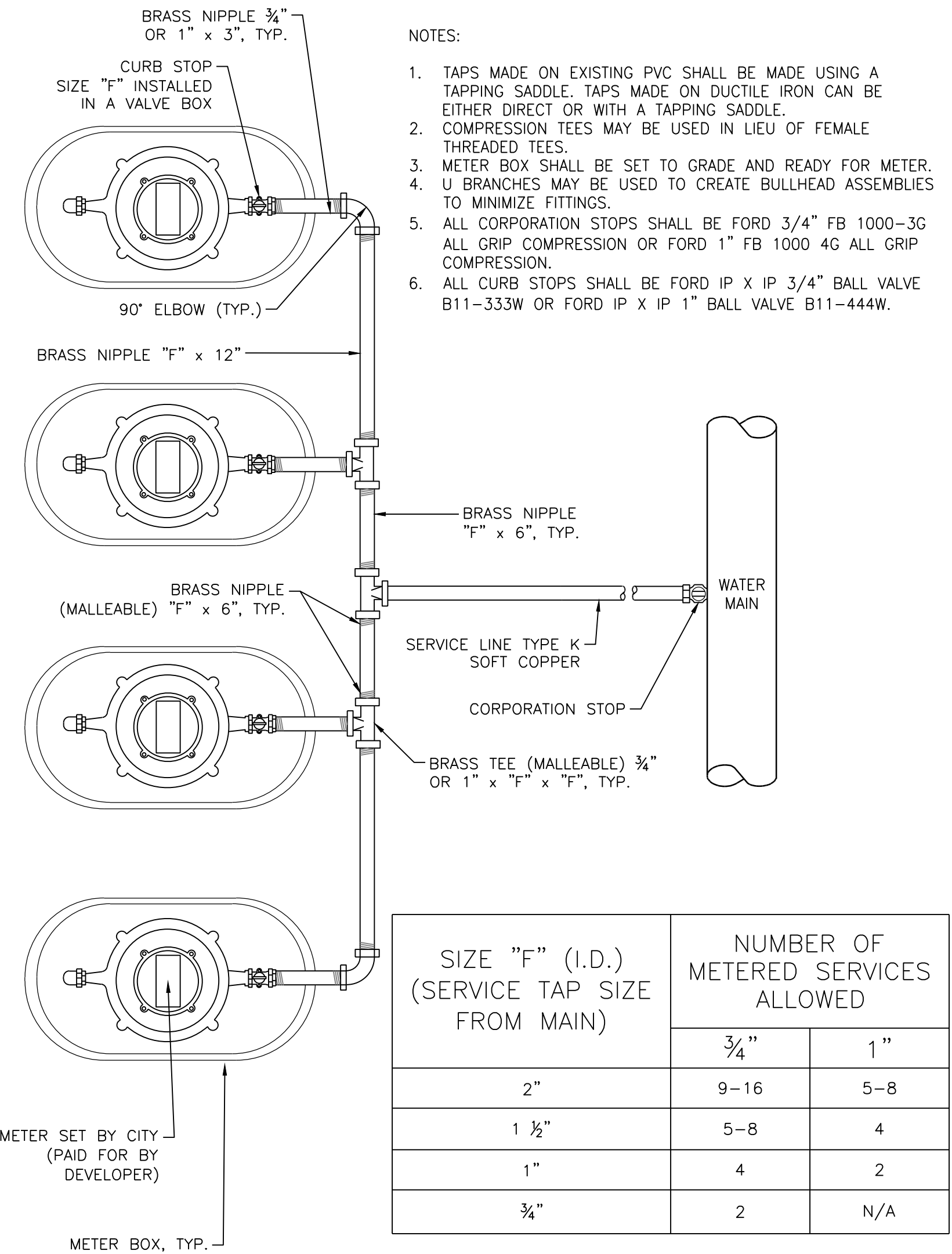


24" CURB & GUTTER SECTION
SCALE: N.T.S.

- PAVEMENT STRUCTURE NOTE:
1. SITE SPECIFIC GEOTECHNICAL REPORT AND PAVEMENT DESIGN SHALL GOVERN, IF PROVIDED.

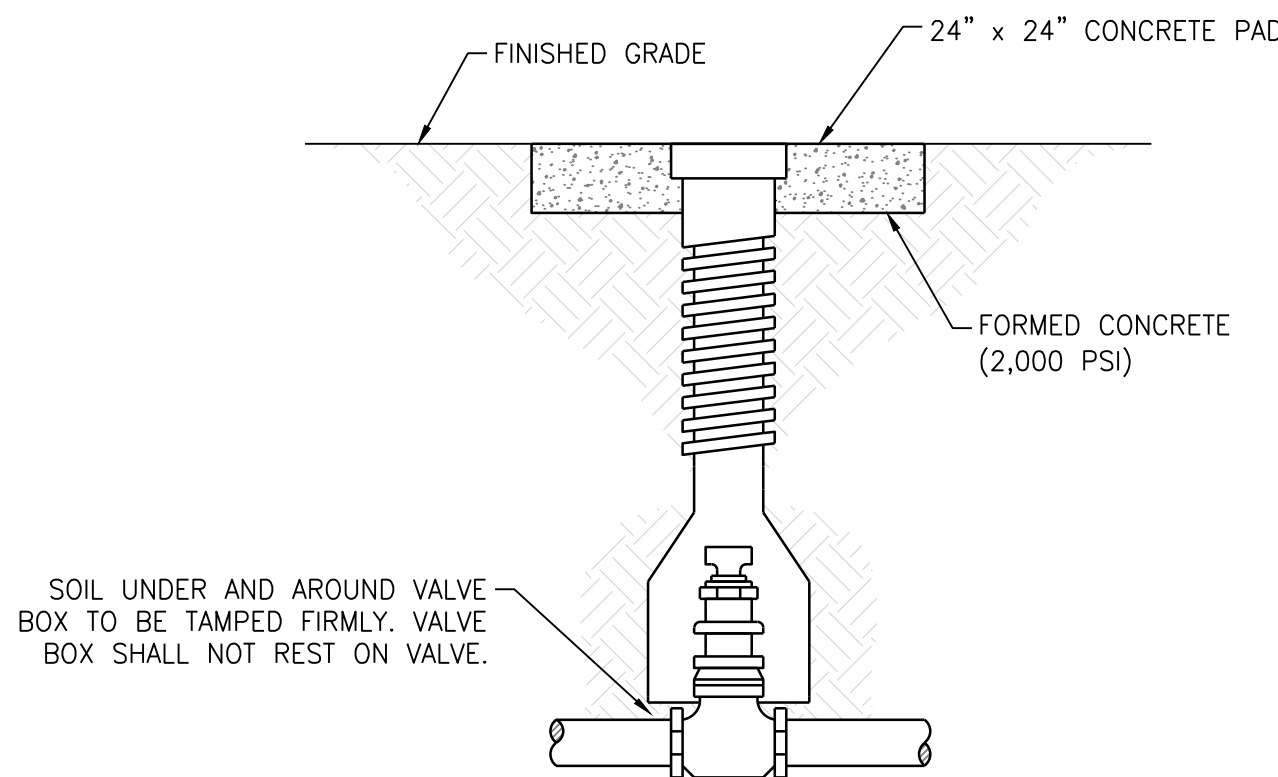


ASPHALT PAVEMENT SECTION
SCALE: N.T.S.

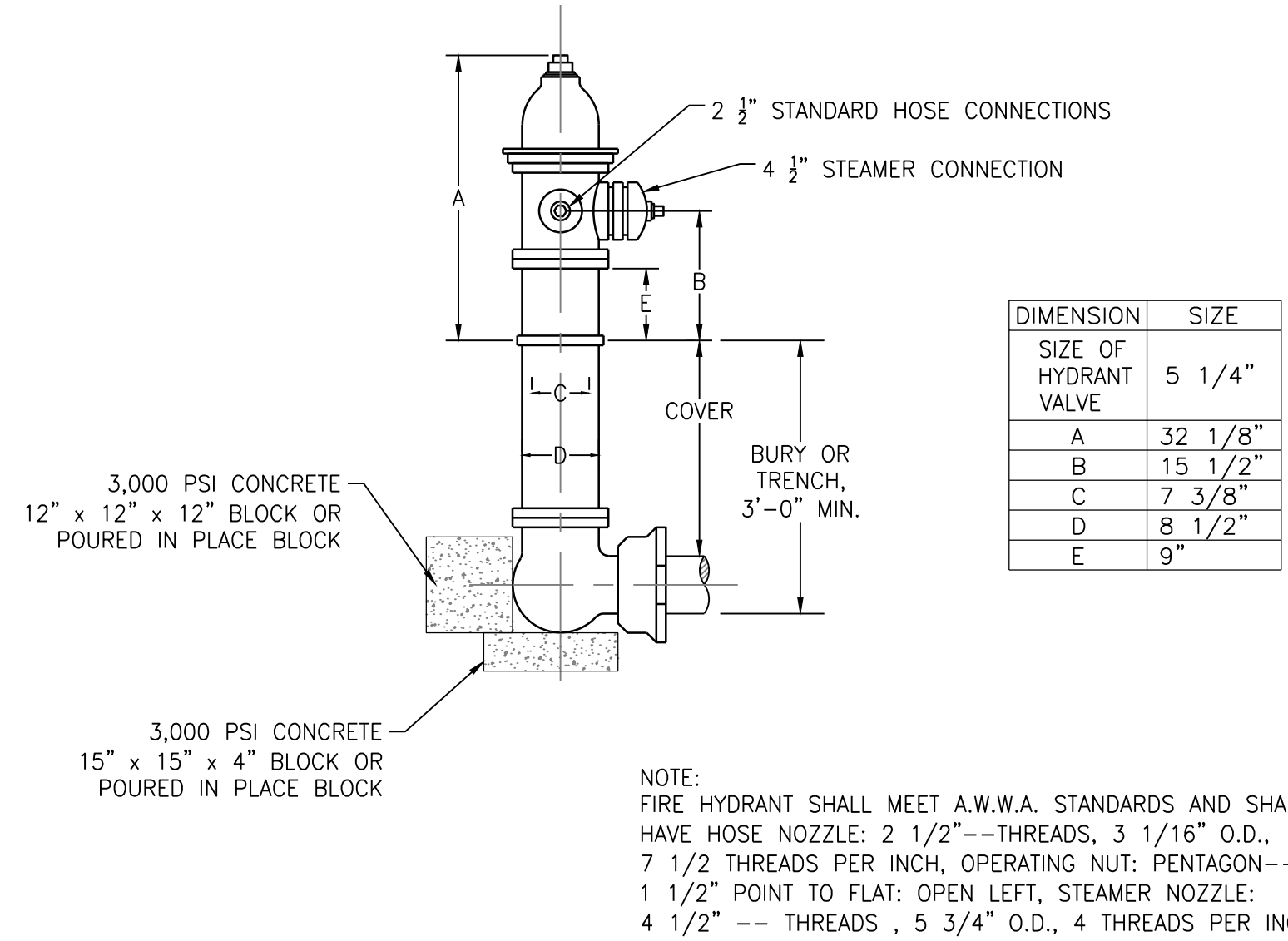


WATER SERVICE & METER DETAIL
(GANG METER ASSEMBLY)
SCALE: N.T.S.

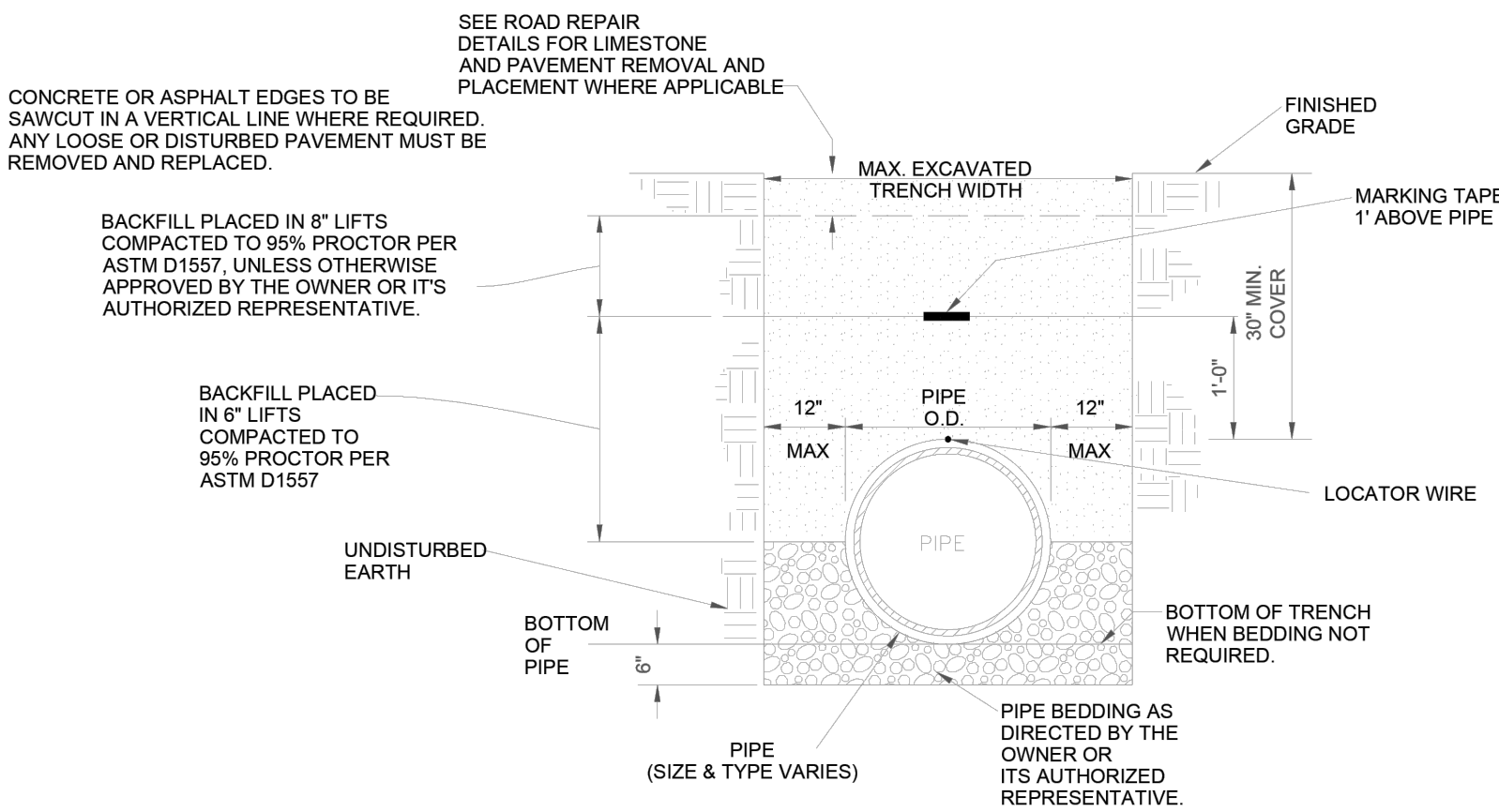
SIZE "F" (I.D.) (SERVICE TAP SIZE FROM MAIN)	NUMBER OF METERED SERVICES ALLOWED	
	3/4"	1"
2"	9-16	5-8
1 1/2"	5-8	4
1"	4	2
3/4"	2	N/A



VALVE AND BOX ASSEMBLY
SCALE: N.T.S.



FIRE HYDRANT ASSEMBLY
SCALE: N.T.S.



WATER PIPE PLACEMENT
SCALE: N.T.S.

REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE

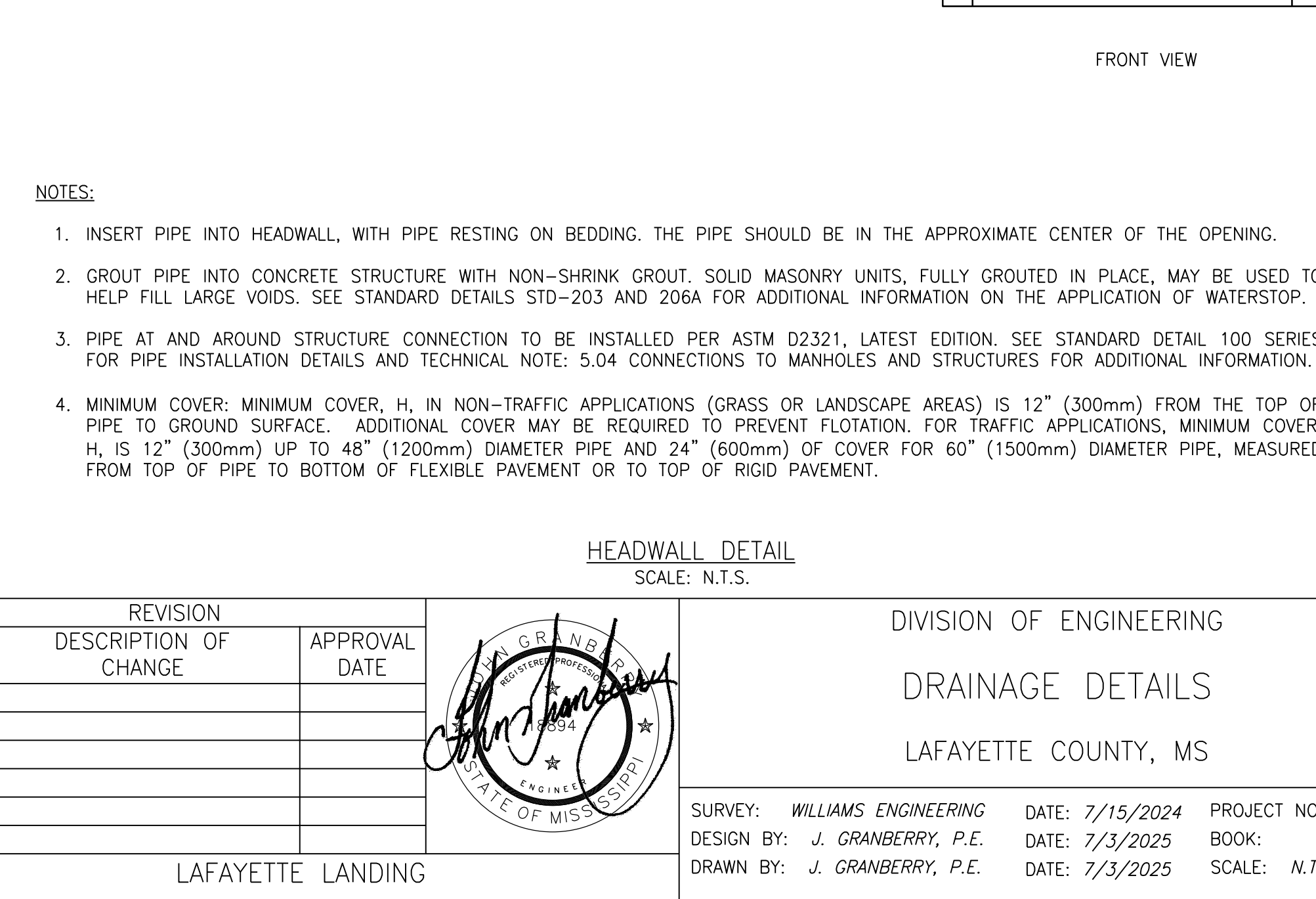
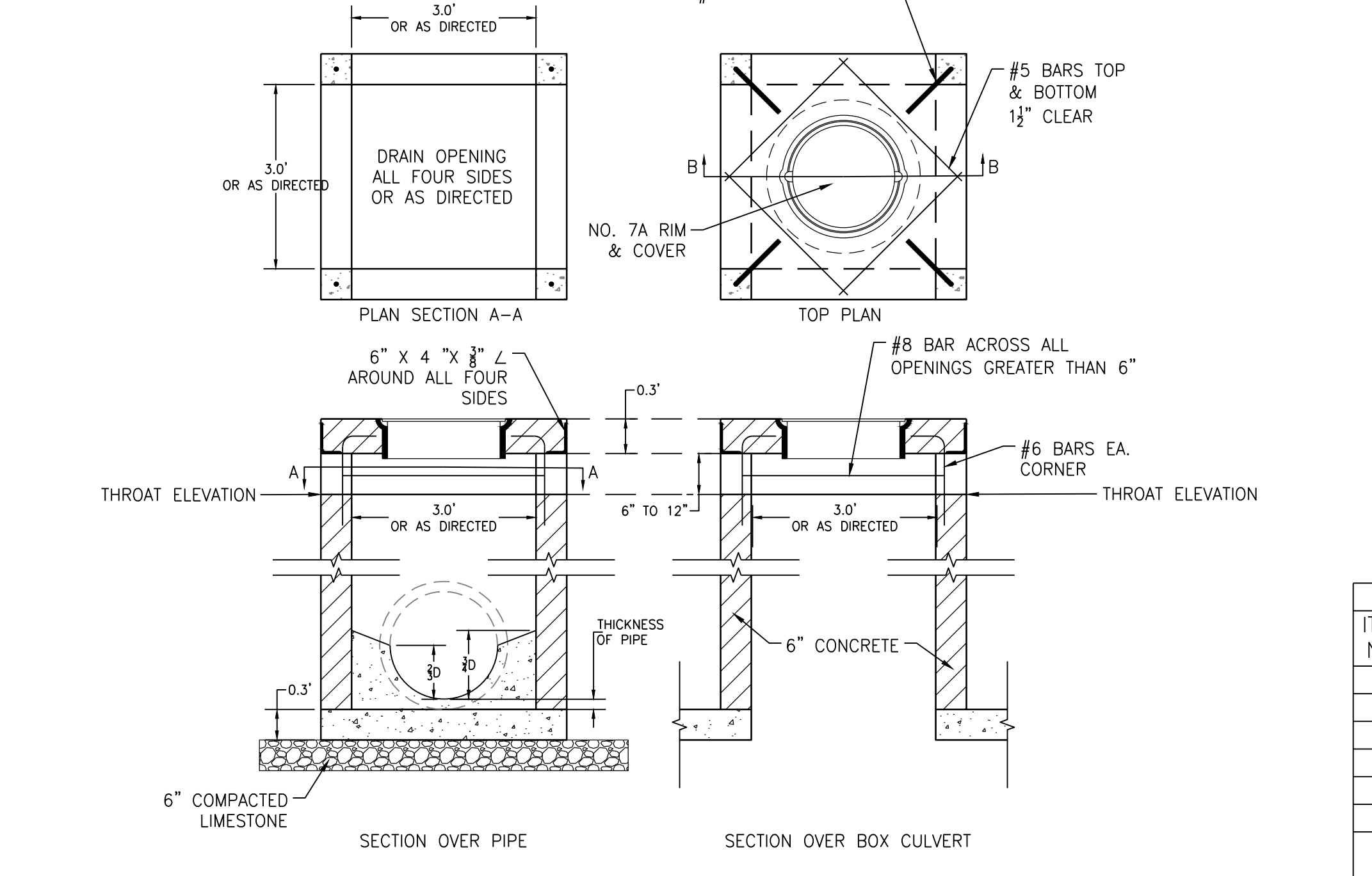
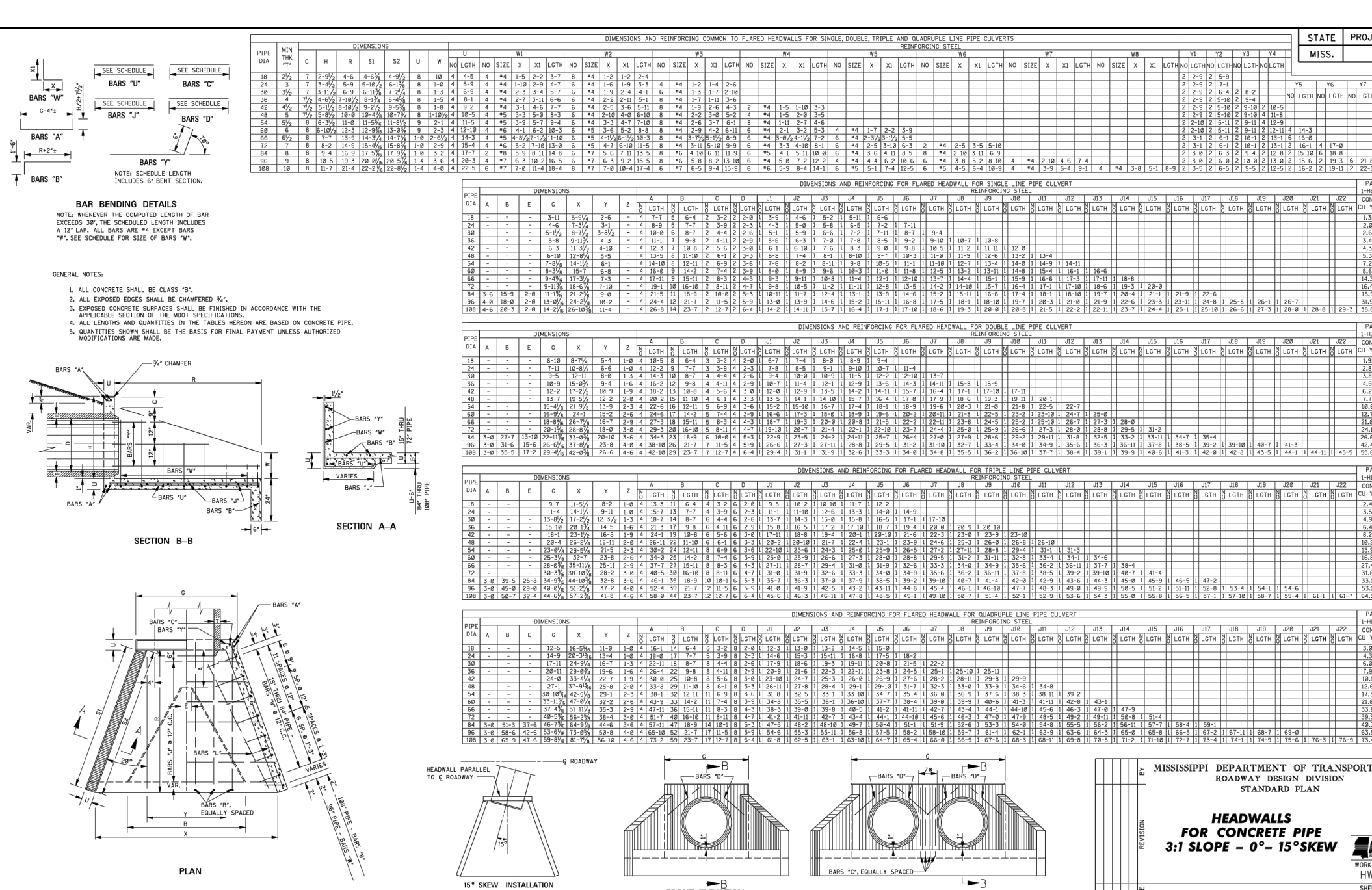
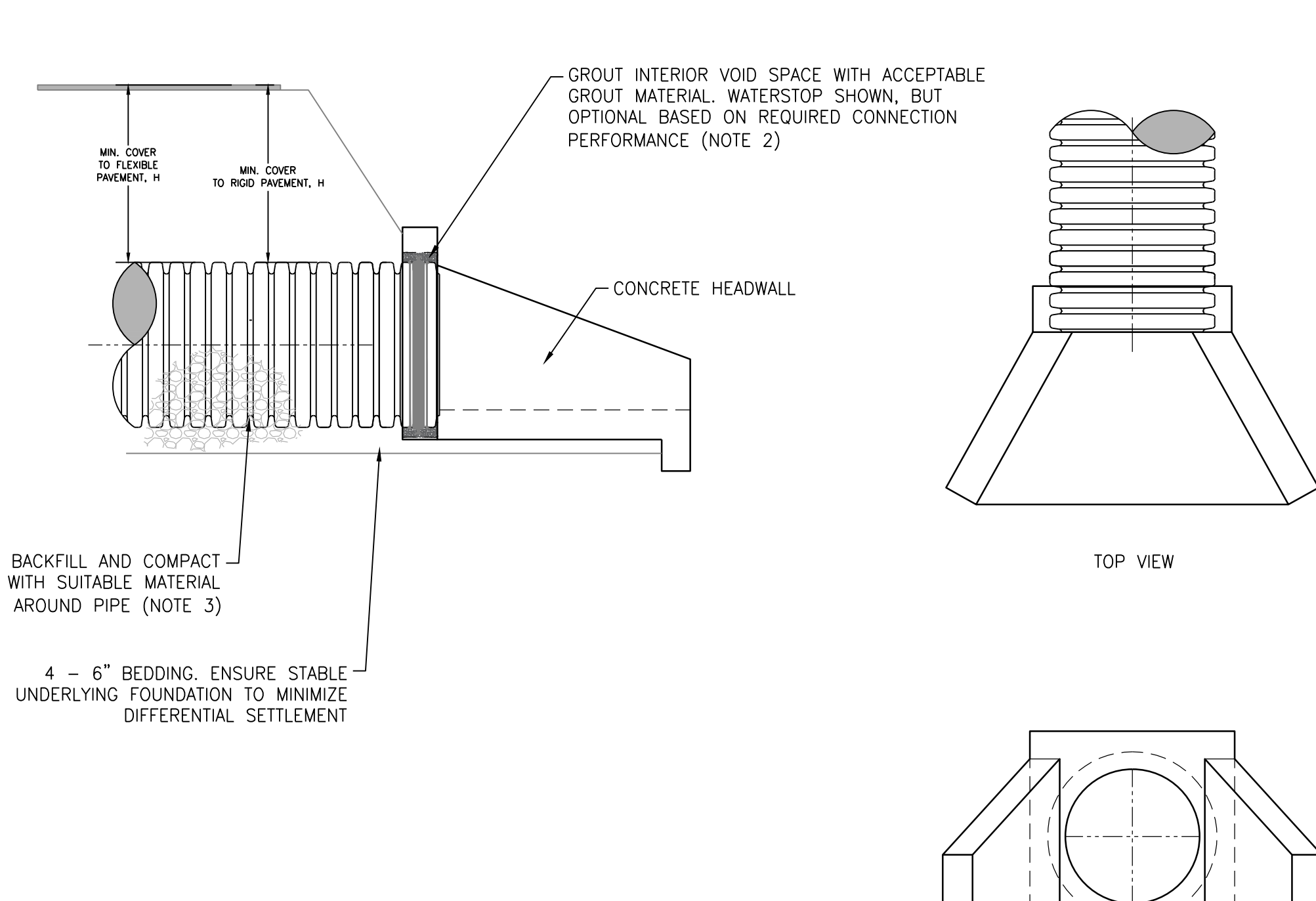
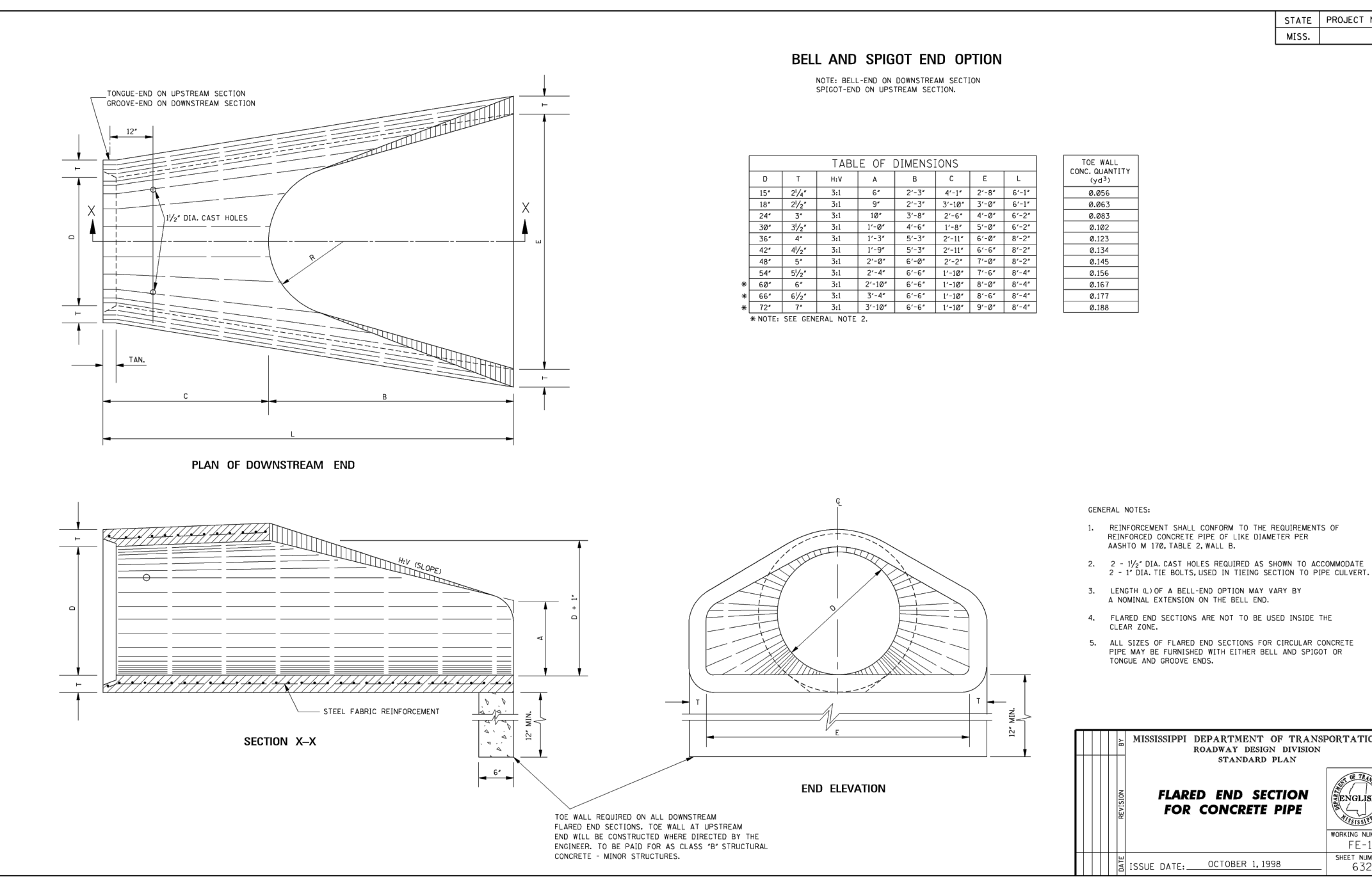
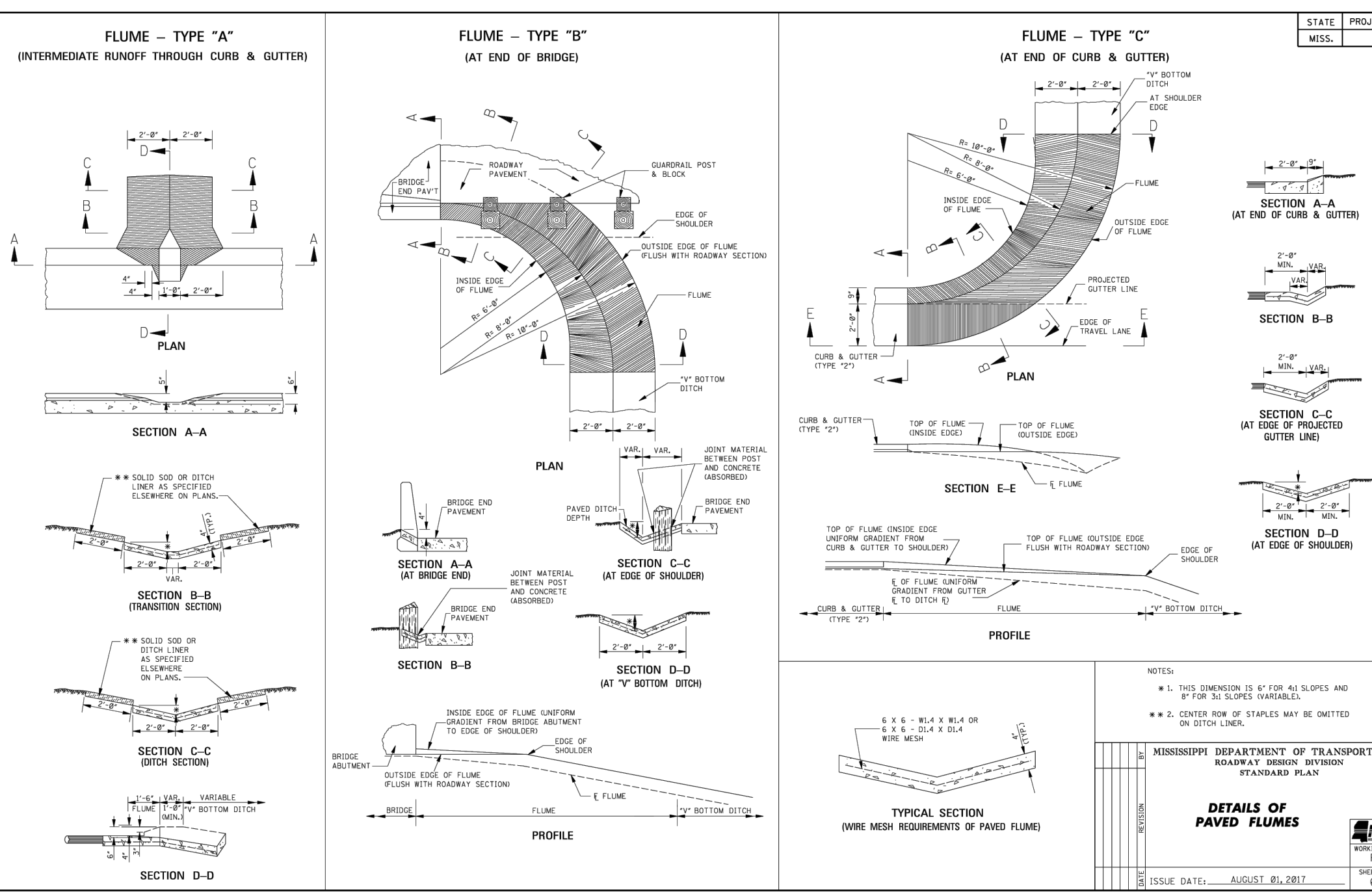
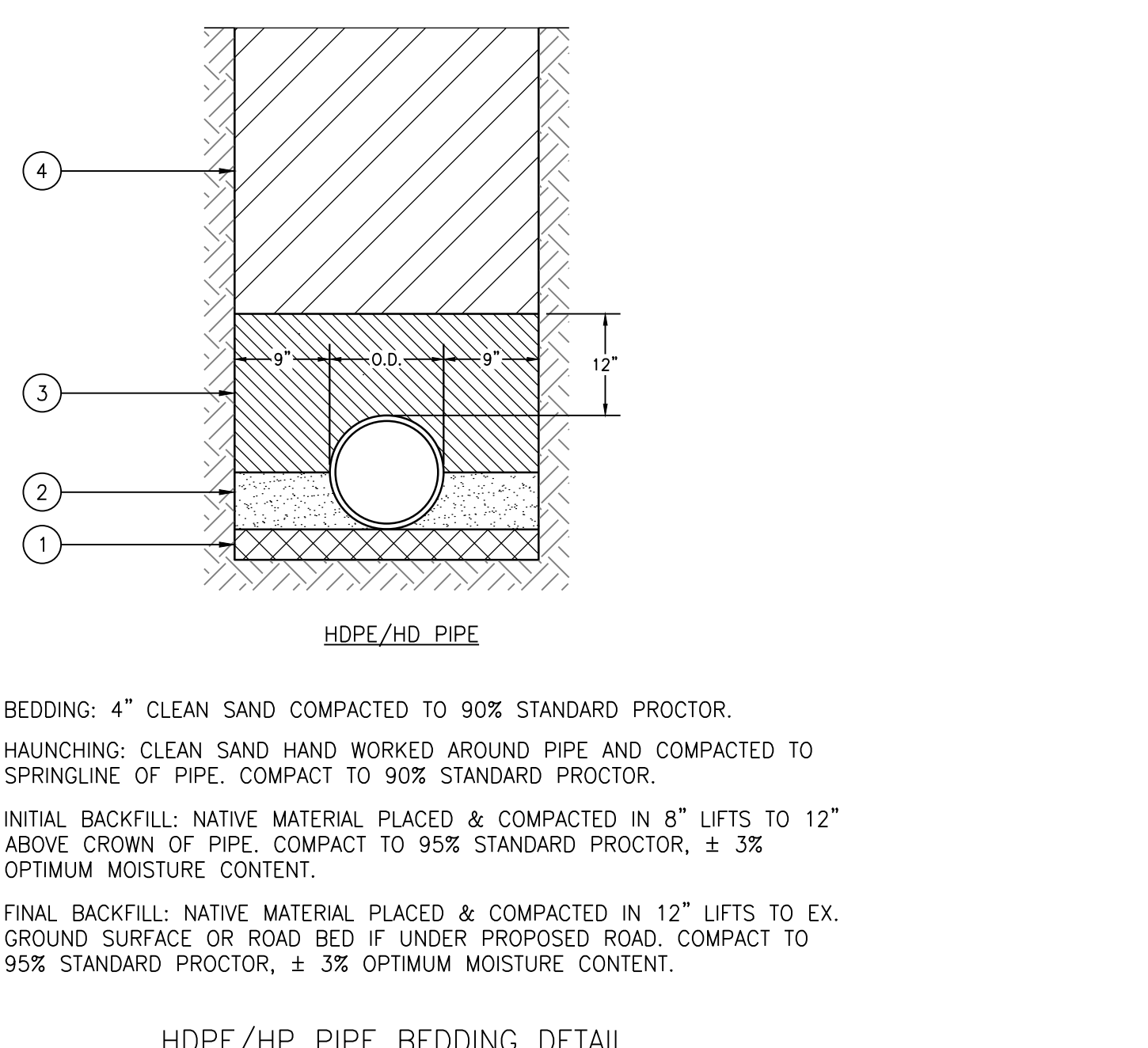
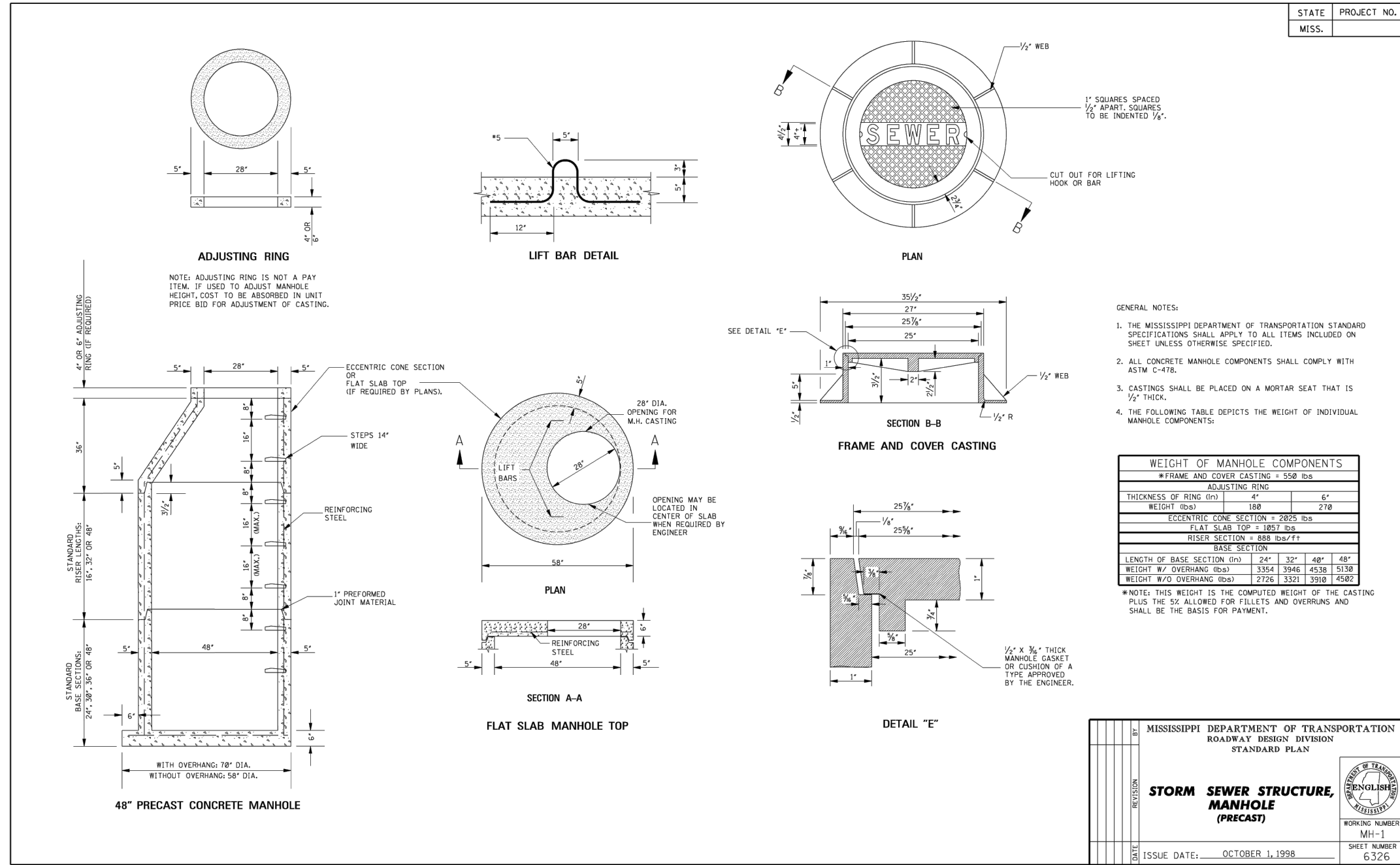
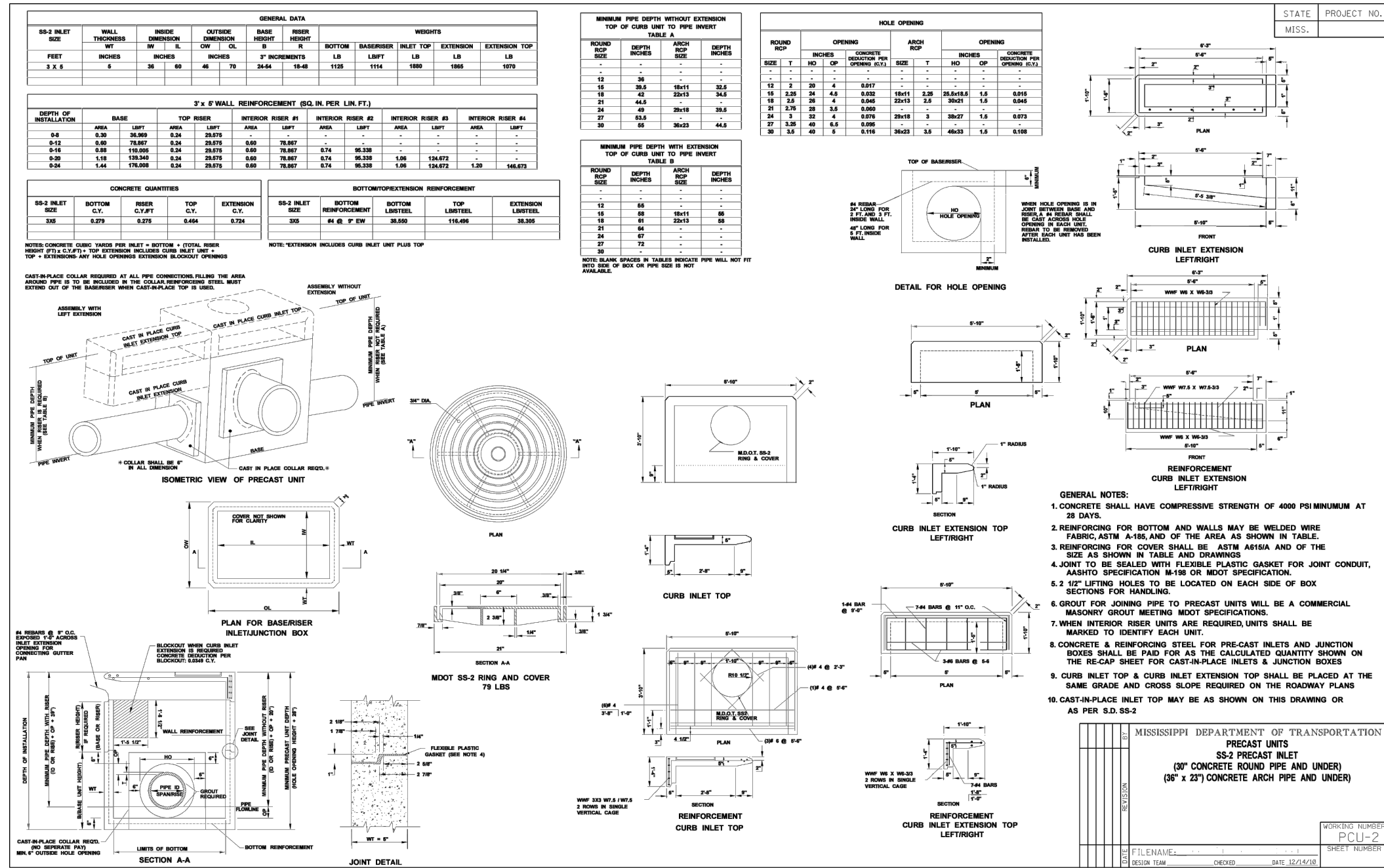
LAFAYETTE LANDING

OWNER: L&M HOLDINGS, LLC
ENGINEER: GRANBERRY & ASSOCIATES, LLC



DIVISION OF ENGINEERING
CONSTRUCTION DETAILS
LAFAYETTE COUNTY, MS

SURVEY: WILLIAMS ENGINEERING
DESIGN BY: J. GRANBERRY, P.E.
DRAWN BY: J. GRANBERRY, P.E.
DATE: 7/15/2024
DATE: 7/3/2025
DATE: 7/3/2025
PROJECT NO.: 1000-127
BOOK:
SCALE: N.T.S.







① — $\frac{COI}{N.T.S.}$



GENERAL NOTES:

1. WIRE SHALL BE MINIMUM OF 3/2" IN WIDTH SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STEEL SPACING.
2. GEOTEXTILE FABRIC SHALL BE A MINIMUM OF 3/6" IN WIDTH AND SHALL BE FASTENED ADEQUATELY TO THE WIRE AS DIRECTED.
3. STEEL POST SHALL BE 5'-0" IN HEIGHT AND OF THE SELF-FASTENER ANGLE STEEL TYPE. WIRE FENCE SHALL BE FASTENED TO STEEL POST WITH NOT LESS THAN 9 GAGE WIRE STAPLES 1' LONG.
4. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATIONS MAY BE USED WITHOUT WIRE FENCE.

② $\frac{SIL}{NTS}$



① THE DEPTH AND WIDTH OF THE WEIR SECTION OF THE WATTLE SHALL BE DESIGNED TO PASS THE 2yr/24hr OR 5yr/24hr STORM EVENT WITHOUT OVERTOPPING THE CHANNEL.

②STAKE PER MANUFACTURERS RECOMMENDATIONS

③ — $\frac{0.100}{N.T.S.}$



④ —————
N.T.S



OUTLET WITHOUT DITCH						
PROTECTIVE APRON DIMENSIONS AND ESTIMATED QUANTITIES						
CULVERT SIZE (inches)	APRON RIPRAP SIZE (pounds of mass)	AREA OF APRON (feet)		ESTIMATED QUANTITIES (CY)		ESTIMATED GEOTEXTILE QUANTITY (SY)
		OF APRON	OF APRON	OF APRON	OF APRON	
12	2000	4	1.5	1.0	1.0	
18	2000	6	1.5	1.2	2.2	9
24	2000	8	1.5	1.9	3.9	14
30	2000	10	1.5	2.5	5.0	18
36	2000	12.5	2.2	3.1	6.1	23
42	5000	21	2.5	3.4	6.4	63
48	5000	24	2.5	3.5	6.5	78
12	2000	6	1.5	1.7	1.7	
18	2000	8	1.5	1.2	1.2	12
24	2000	10	1.5	1.2	1.8	18
30	2000	14.5	2.2	1.9	3.3	33
36	2000	17	2.2	2.1	3.8	43
42	4000	23	2.5	2.8	3.7	40
48	4000	27	2.5	2.8	4.3	47

OUTLET WITH DITCH						
PROTECTIVE APRON DIMENSIONS AND ESTIMATED QUANTITIES						
CULVERT SIZE (inches)	APRON RADIUS (inches)	RAMP RISE (inches)	ESTIMATED APRON AREA		ESTIMATED CULVERT CAPACITY (cfs)	ESTIMATED TOTAL GUTTERFLY LENGTH (ft)
			(sq. ft.)	(sq. ft.)		
12	200A	4	1.5	0.3	5	8
18	200A	6	1.5	0.7	8	8
24	200A	8	1.5	1.3	8	13
30	200A	12.5	2.5	2.2	10	18
36	200A	15	2	3.4	32	22
42	350A	21	2.5	2.7	53	33
48	240A	24	2.5	3.5	26	63
12	200B	6	1.5	0.4	5	8
18	200B	8	1.5	0.7	8	8
24	200B	10	1.5	1.4	10	13
30	200B	15	1.5	1.5	15	18
36	200B	17	2	15.2	36	22
42	400B	23	2.5	28.9	57	33
48	360B	36	3	35	28	70

NOTE:

1. Use for aprons serving culverts with



NO SCALE

⑦ — $\frac{001}{N.T.S.}$



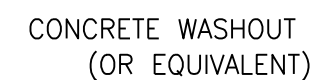
NOTES:

1. CRUSHED ROCK SHALL BE 2.0"-3.0" IN SIZE WITH A FRACTURED FACE (ALL SIDES).
2. ROCK SOCK SHALL BE ONE CONTINUOUS PIECE OR SHALL BE CONSTRUCTED USING WIRE WRAPPED JOINTS.
3. ROCK SOCK OPEN AREA SHALL BE SIZED TO KEEP ROCK FROM SPILLING OUT.
4. CONCRETE BLOCKS SHALL BE LAID ON THEIR SIDES ABUTTING THE FACE OF THE INLET AND SPACED APPROX. 12" APART.
5. ROCK SOCK SHALL BE PLACED AROUND CONCRETE BLOCKS, CLOSELY ABUTTING ONE ANOTHER.

⑥ —————



6 — CO
NTS



NOTES:

1. ACTUAL LAYOUT DETERMINED IN THE FIELD.
2. SIGNAGE IDENTIFYING THE CONCRETE WASHOUT AREA SHALL BE INSTALLED WITHIN 5' OF THE WASHOUT FACILITY.



SECTION B-E
SCALE: N.T.S.

TYPE "ABOVE GRADE"
WITH EATHERN BERMS

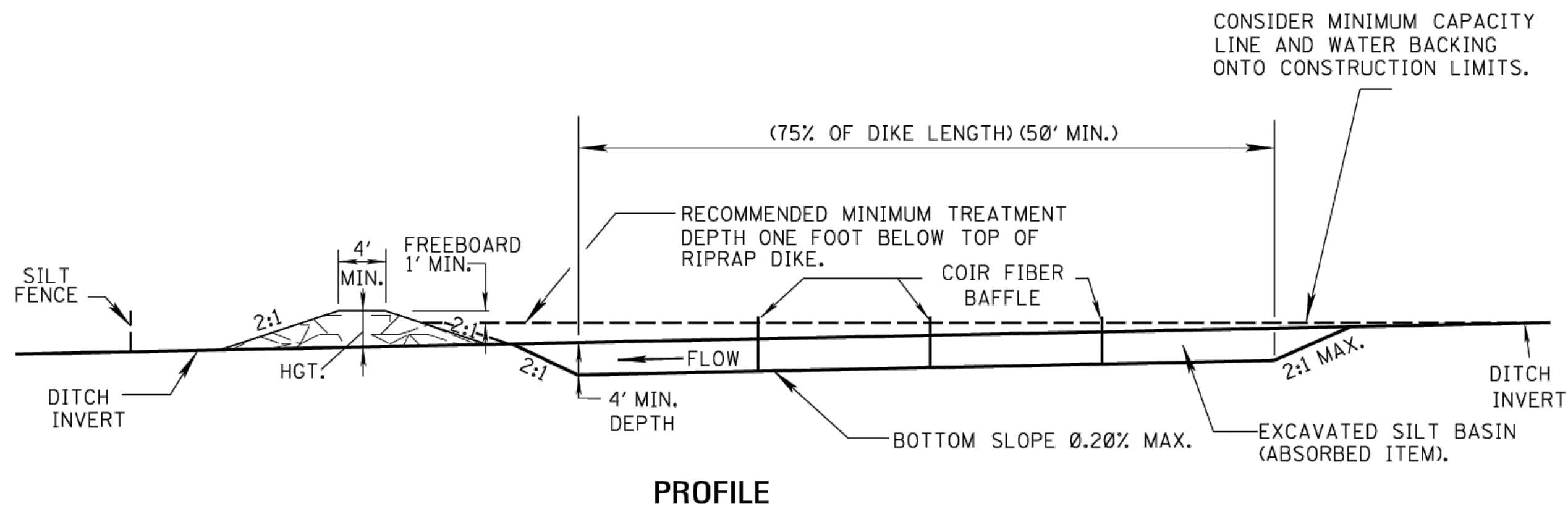
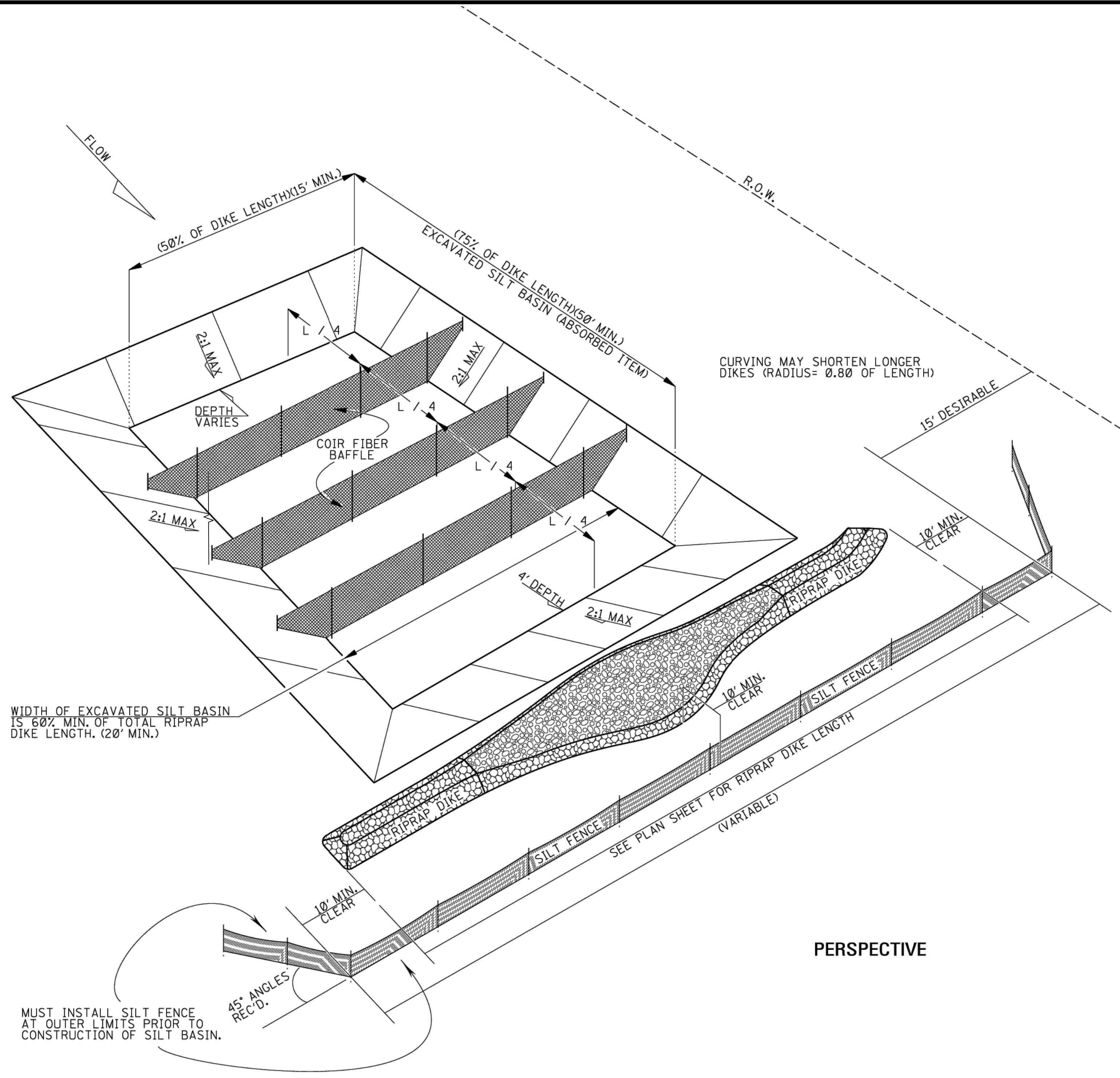
F LANDING

OWNER: L&M HOLDINGS, LLC
ENGINEER: GRANBERRY & ASSOCIATES, LLC



DIVISION OF ENGINEERING
EROSION CONTROL DETAILS
LAFAYETTE COUNTY, MS

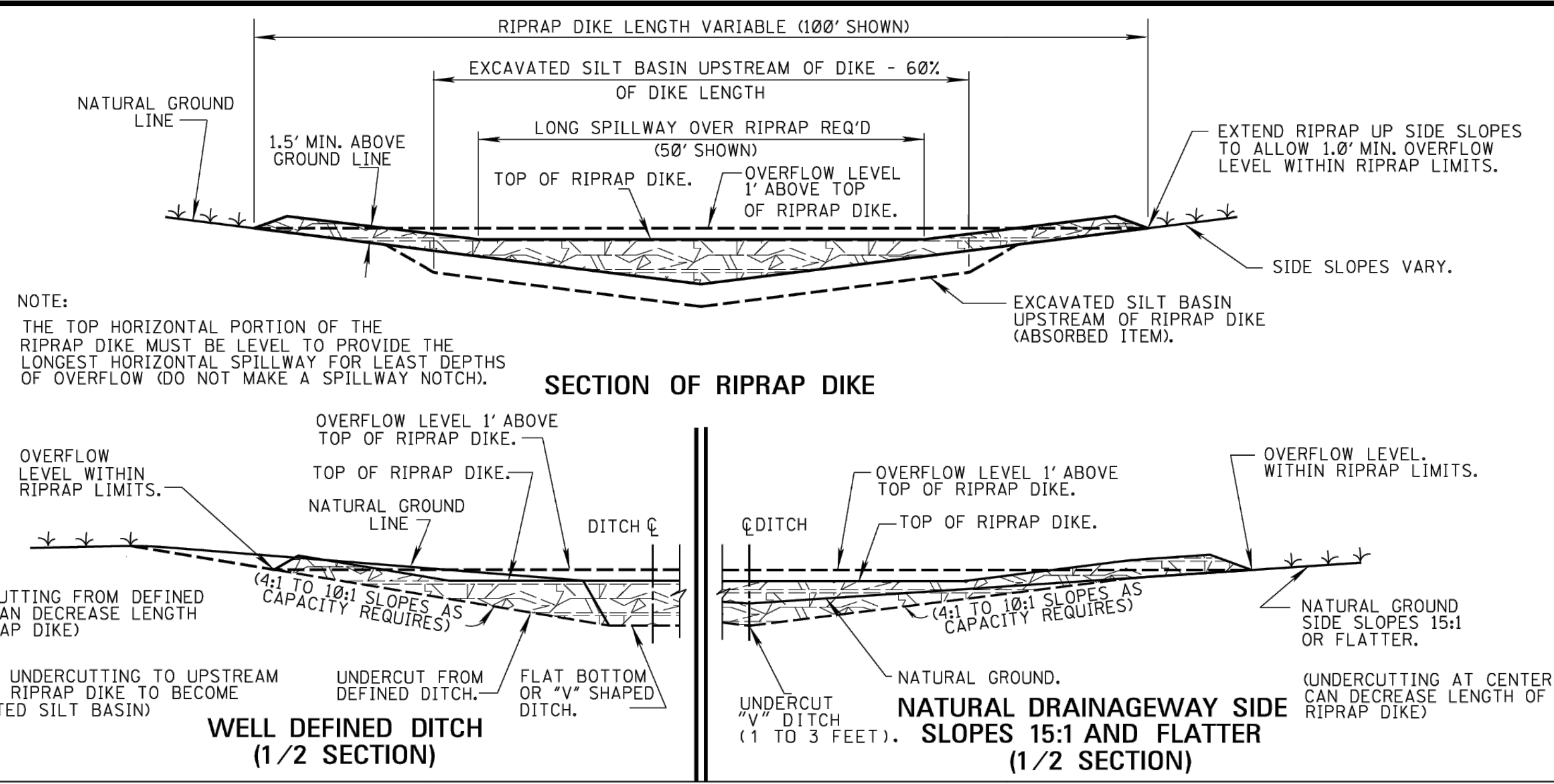
SURVEY: WILLIAMS ENGINEERING	DATE: 7/15/2024	PROJECT NO.: 1000-127
DESIGN BY: J. GRANBERRY, P.E.	DATE: 7/3/2025	BOOK:
DRAWN BY: J. GRANBERRY, P.E.	DATE: 7/3/2025	SCALE: N.T.S.



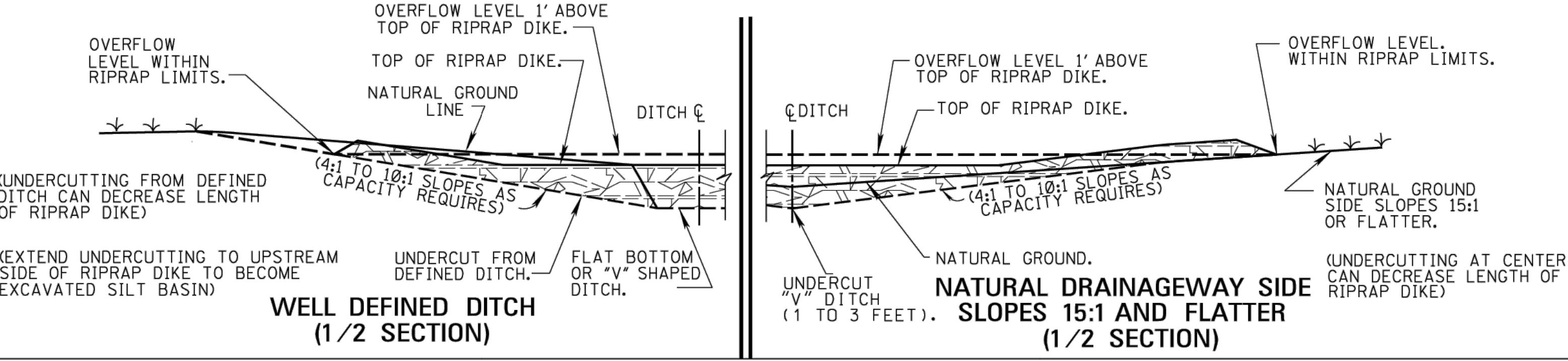
PROFILE

GENERAL NOTES:

1. THE REQUIRED SIZE / CAPACITY OF THE RIPRAP DIKE SILT BASIN IS AT LEAST 135 CUBIC YARDS OF VOLUME / CAPACITY PER ACRE OF DRAINAGE AREA RECEIVED. THE RIPRAP DIKE SILT BASIN MUST BE MAINTAINED AT ALL TIMES TO ASSURE THE INTENDED FUNCTION, REMOVING THE ACCUMULATED SILT ROUTINELY AND / OR WHEN APPROACHING A 50% MAXIMUM DECREASE FROM THE EFFECTIVE DESIGN CAPACITY, AND RESTORING THE BASIN TO ITS ORIGINAL EFFECTIVE DESIGN CAPACITY.
2. THE CONTRACTOR SHALL BE REQUIRED TO FURNISH ALL MATERIALS, PERFORM ALL WORK FOR THE PROPER INSTALLATION, MAINTENANCE, AND REMOVAL OF TEMPORARY EROSION CONTROL MEASURES NECESSARY TO CONTROL SILTATION.
3. AFTER THE PURPOSE FOR THE SILT BASIN HAS BEEN SERVED, THE POSTS AND SILT FENCE SHALL BE REMOVED. THE RIPRAP AND SEDIMENT CONTROL STONE SHALL BE REMOVED AND PLACED AT A PIPE OUTLET. THE DISTURBED AREA SHALL BE SITE GRADED AND REVEGETATED AS DEEMED NECESSARY BY THE ENGINEER. ALL COSTS OF REMOVAL AND REPLACEMENT SHALL BE INCLUDED IN OTHER ITEMS BID.
4. RIPRAP FOR THE TYPE D SILT BASIN SHALL BE MIN. 100 LB RIPRAP AND SHALL BE PAID FOR - PER TON.
5. SEDIMENT CONTROL STONE SHALL BE PAID FOR - PER TON.
6. THE TEMPORARY EROSION CONTROL MEASURES SHOWN ON THIS SHEET WILL ONLY BE MEASURED FOR SEPARATE PAYMENT WHEN APPROPRIATE PAY ITEMS ARE INCLUDED IN THE BID SCHEDULE OF THE PROPOSAL.
7. THE ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES 1/3 TO 1/2 THE HEIGHT OF THE CONTROL FEATURE. SILT SHALL BE DISPOSED OF PROPERLY AND SHALL NOT BE DISPOSED OF IN THE VICINITY OF THE EROSION CONTROL DEVICES.
8. THE COIR FIBER BAFFLES SHALL BE CONSTRUCTED OF 100% COCONUT (COIR) FIBER MATERIAL SUPPORTED BETWEEN POSTS WITH A WIRE MESH BACKING AS SHOWN ABOVE. ROWS SHALL BE EVENLY SPACED THROUGH THE BASIN.
9. THE COIR FIBER BAFFLES SHALL BE PAID FOR - PER LINEAR FEET. (INCLUDES ALL ITEMS SHOWN IN DETAIL NEEDED FOR INSTALLATION).
10. COST OF FABRIC SHALL BE INCLUDED IN OTHER ITEMS BID.

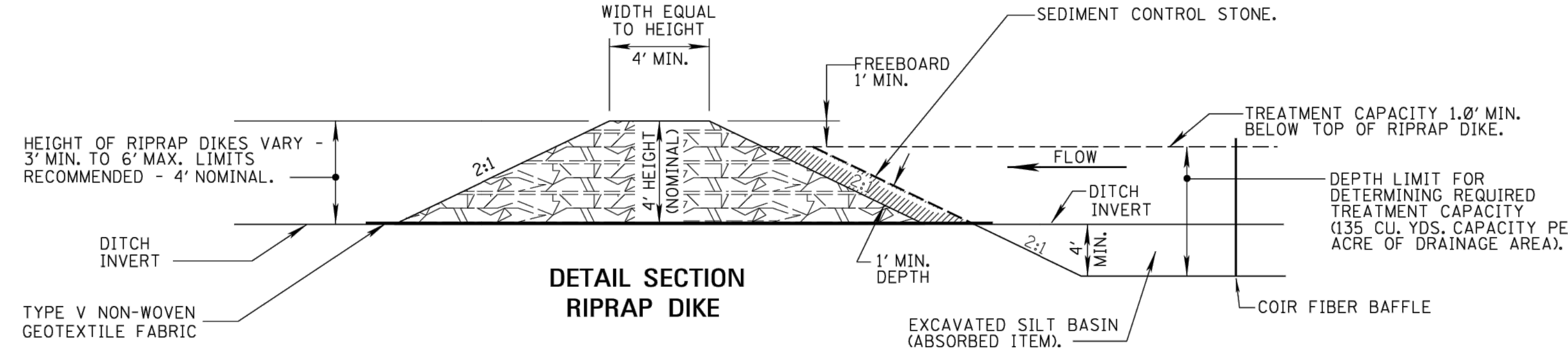


SECTION OF RIPRAP DIKE

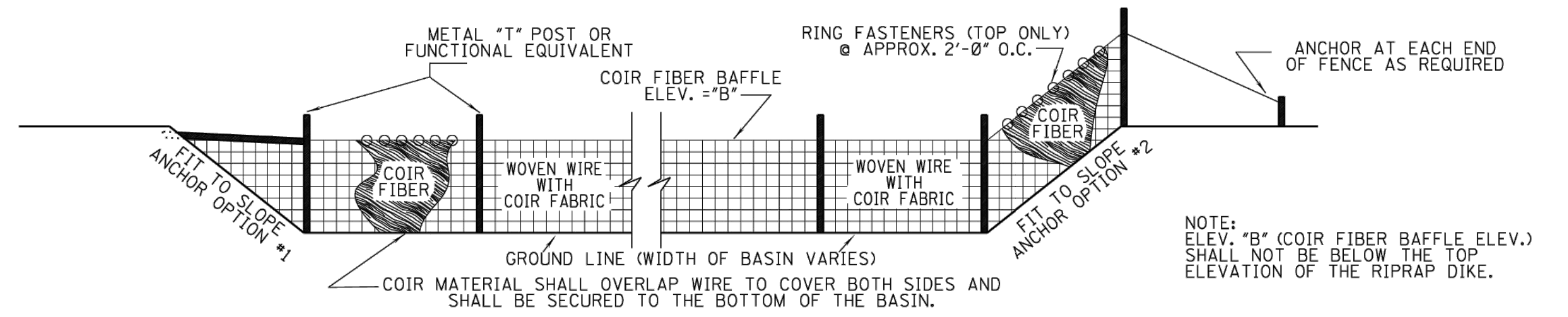


WELL DEFINED DITCH
(1/2 SECTION)

NATURAL DRAINAGEWAY SIDE
SLOPES 15:1 AND FLATTER
(1/2 SECTION)

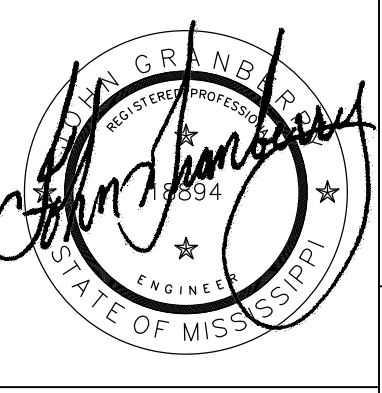


DETAIL SECTION
RIPRAP DIKE



COIR FIBER BAFFLE DETAIL

REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE



DIVISION OF ENGINEERING
EROSION CONTROL DETAILS -
SEDIMENT BASIN (MDOT BAS-D)
LAFAYETTE COUNTY, MS

SURVEY: WILLIAMS ENGINEERING
DESIGN BY: J. GRANBERRY, P.E.
DRAWN BY: J. GRANBERRY, P.E.

DATE: 7/15/2024
DATE: 7/3/2025
DATE: 7/3/2025

PROJECT NO.: 1000-127
BOOK:
SCALE: N.T.S.

LAFAYETTE LANDING

OWNER: L&M HOLDINGS, LLC
ENGINEER: GRANBERRY & ASSOCIATES, LLC



Memorandum

To: Mayor and Board of Aldermen
From: Ben Requet, AICP, Planning Director
Date: August 19, 2025
Re: Second Reading and Public Hearing of a Zoning Map Amendment request (Case #3244) by Snider Developent, LLC. (Greg Snider), to rezone +/- 10 acres from Suburban Residential (SR) to Neighborhood Residential (NR) for property located on Christman Road & Northwood Trails. (PPIN #27674)

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

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

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

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

State Requirements for Rezoning:

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

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

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

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

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

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

Change and Need:

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

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

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

together without complication or ambiguity on who can do what. Upon successful rezoning and removal 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 second 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.

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:

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

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- 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"

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Additional Staff Comments:

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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".

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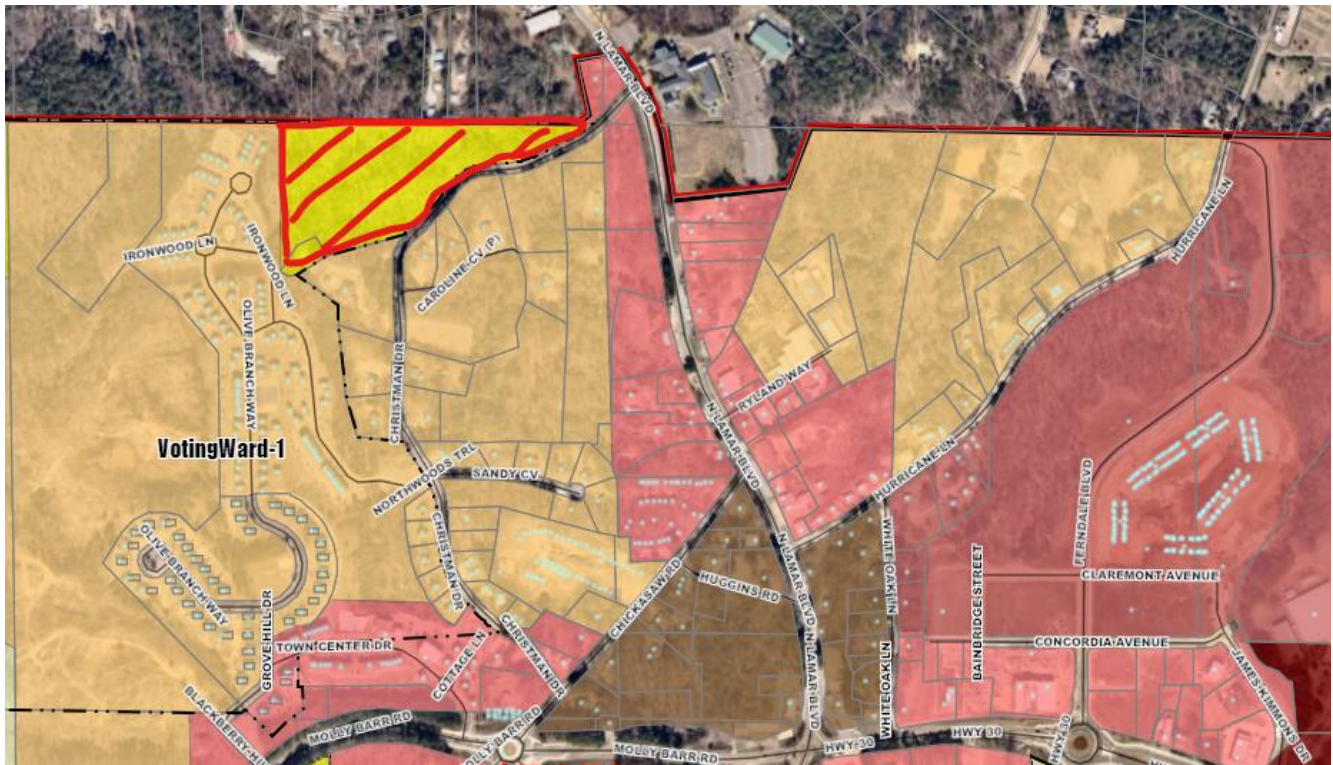
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Recommendation: Staff believes that there is sufficient evidence of change and need to support the rezoning of this property as requested.

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.

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

*** Present Zoning Classification of Property**

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

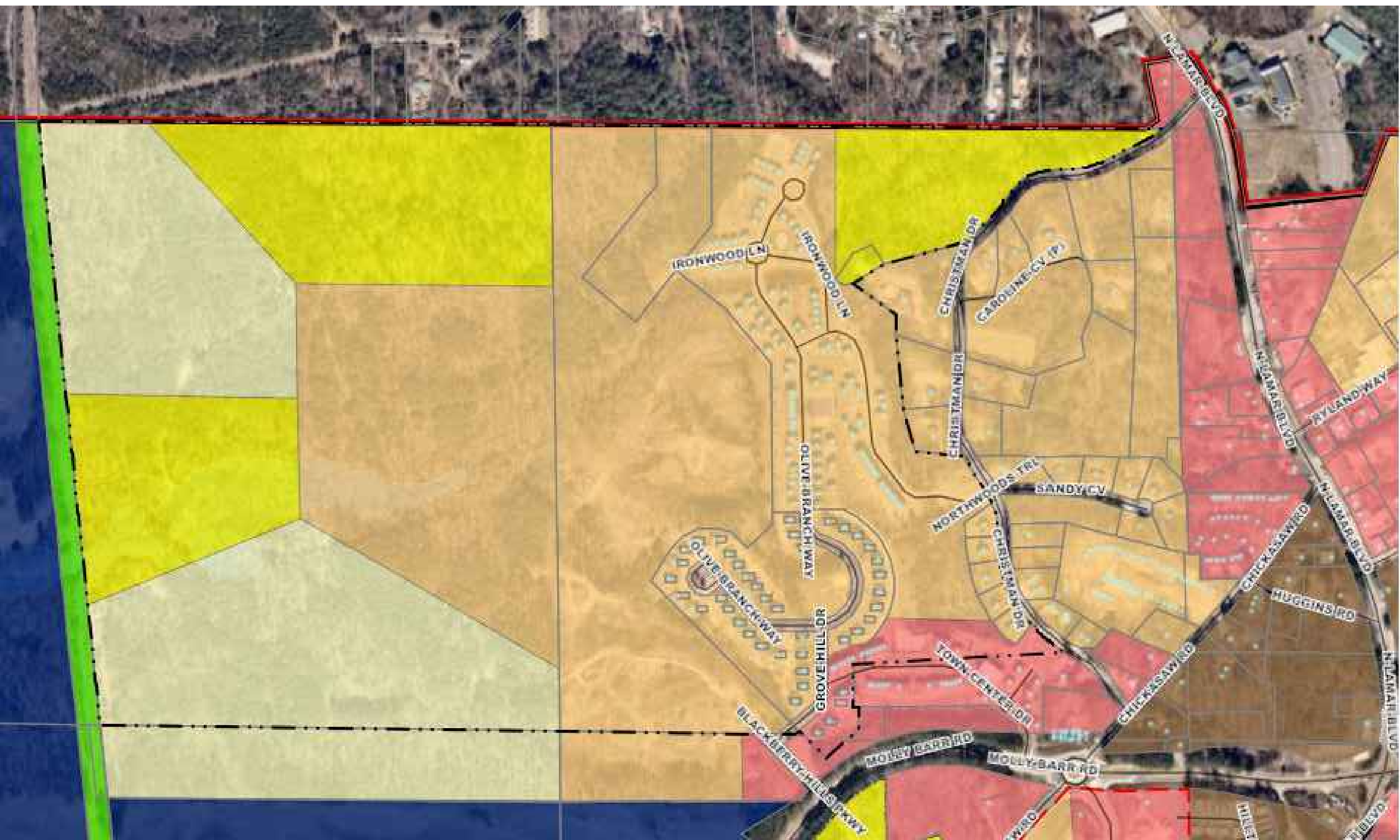
*** Proposed Zoning Classification of Property**

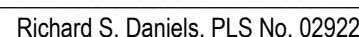
The proposed zoning classification of the property is Neighborhood Residential (NR).

*** Number of Acres**

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

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





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 118.43 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 82.93 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 South 75°33'12" West for a distance of 10.00 feet to a 1/2" rebar found; run thence South 75°33'12" West for a distance of 10.00 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 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°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 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 South 89°45'34" East for a distance of 10.00 feet to a 1/2" rebar found; run thence South 89°45'34" 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.

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.

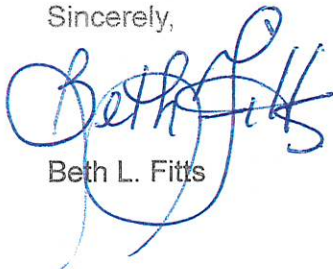
- 1) Widen Christman Drive by at least 5 feet in areas shown on the development drawing. This road has some dangerous spots because of the narrow width and drop-offs.

- 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)

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

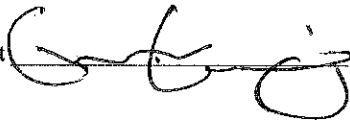
Property is zoned Planned Unit Development (PUD)

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 & add value to the surrounding neighborhoods.

Signature of Applicant



Date 3-22-12

FOR CITY USE ONLY

Date Filed _____ Filing Fee Paid \$ _____

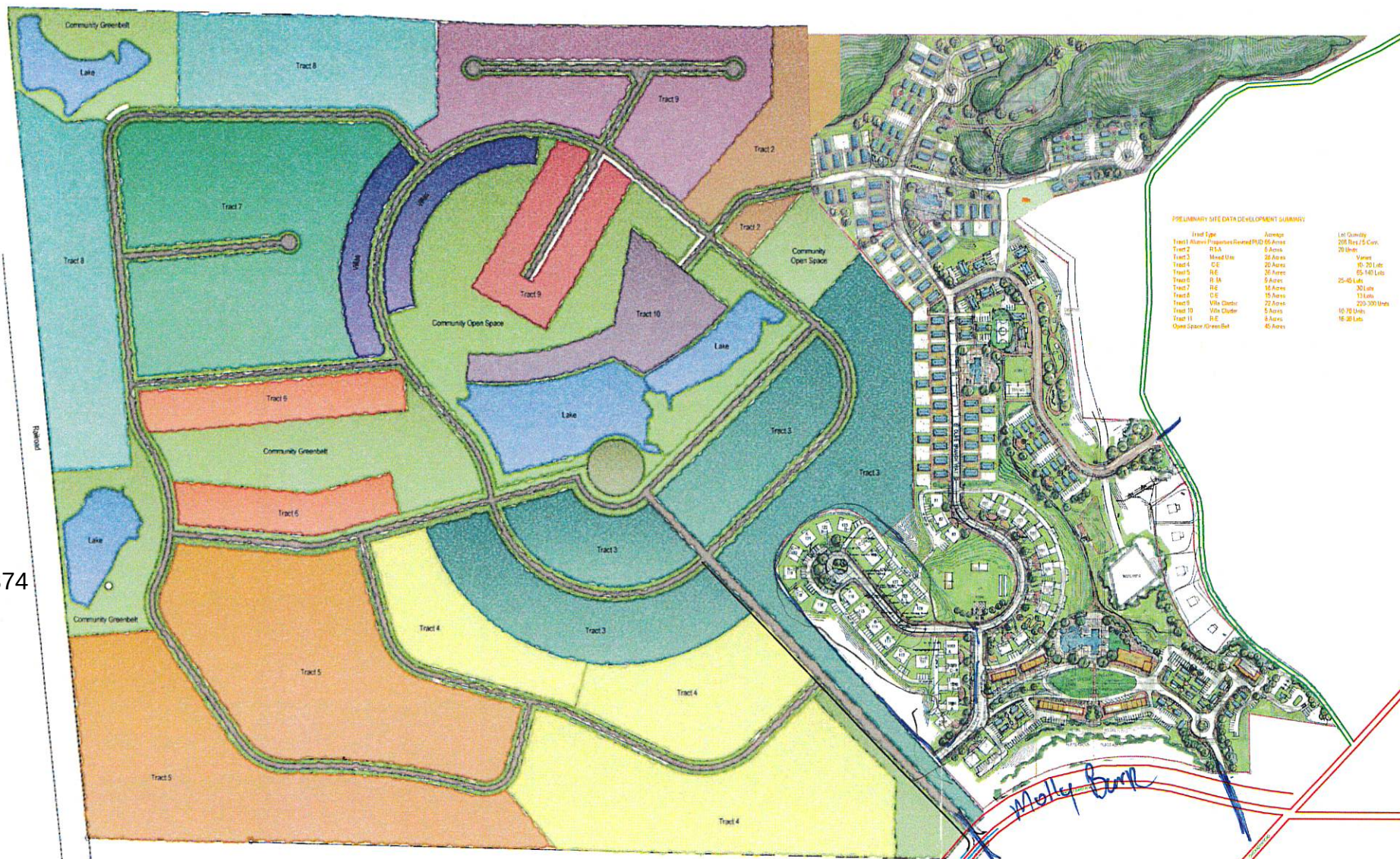
Date of Public Hearing _____

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 1187 OXFORD, MISSISSIPPI 38655

[illegible]

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.

The Highlands of Oxford
Oxford, Mississippi
Revised - April 2, 2000

The Highlands of Oxford
Oxford, Mississippi
Revised - April 2, 2000

The Highlands of Oxford
Oxford, Mississippi
Revised - April 2, 2000



The Highlands of Oxford
Oxford, Mississippi
Revised - April 2, 2000

Keith A Vanderbilt - Architects

OXFORD
MISSISSIPPI

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HIGHLANDS COTTAGE

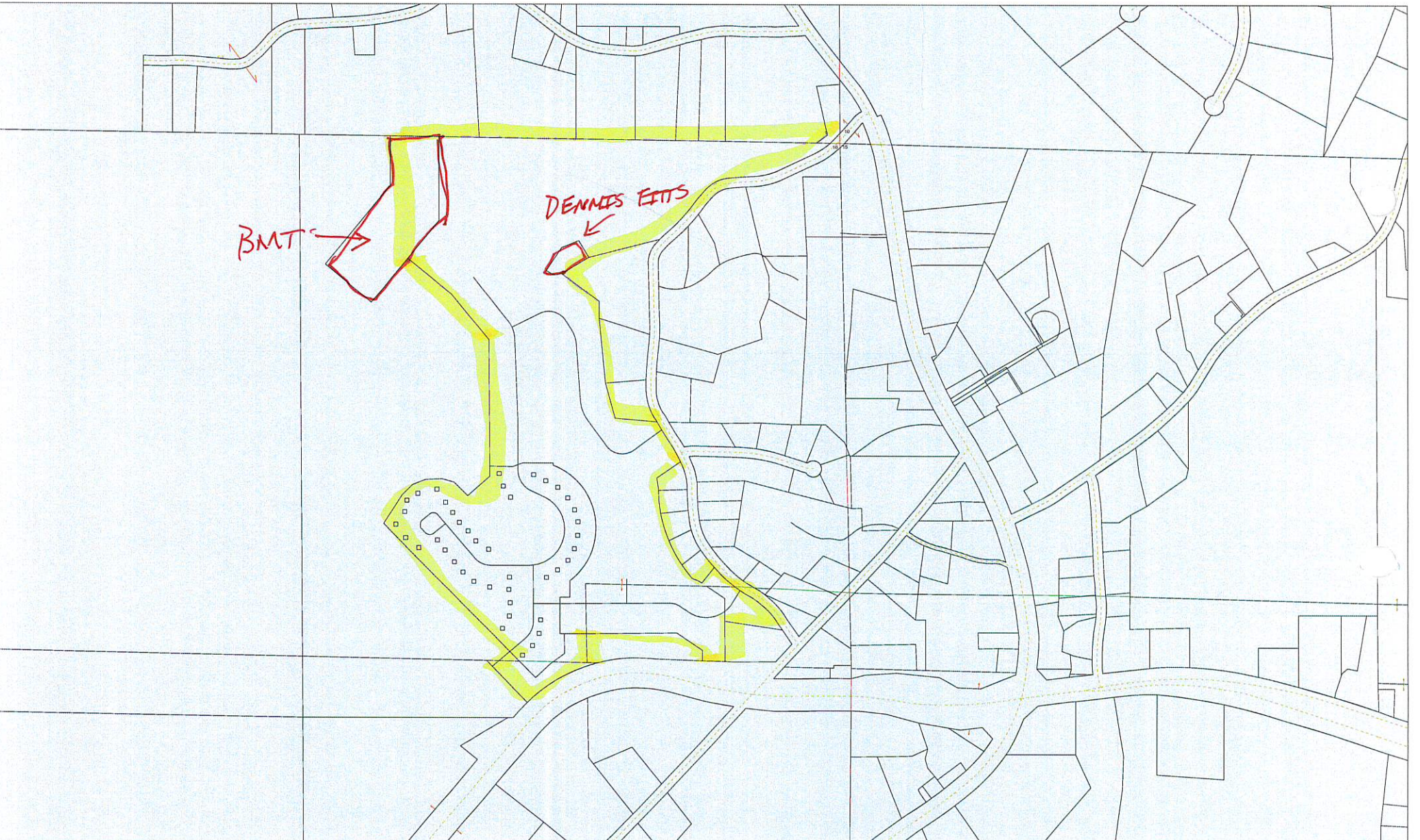
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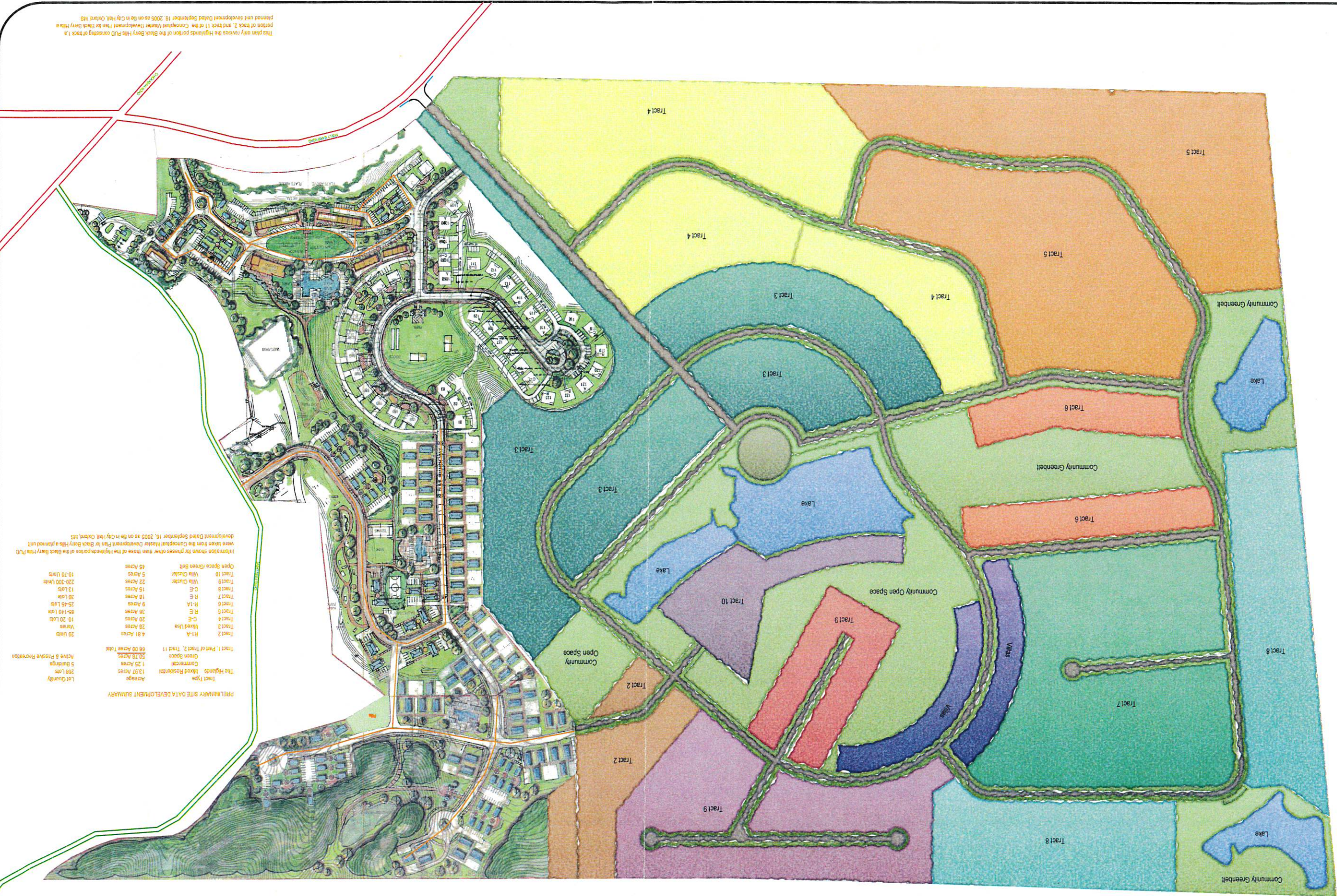
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Lafayette County, Mississippi

BMT

DENNIS FITTS





PRELIMINARY SITE DATA DEVELOPMENT SUMMARY

Tract	Tract Type	Area	Notes
Tract 1	The Highlands	13.57 Acres	200 Units
Tract 2	Mixed Use	4.81 Acres	20 Units
Tract 3	C-E	20 Acres	10-20 Units
Tract 4	C-E	20 Acres	10-20 Units
Tract 5	R-E	30 Acres	65-140 Units
Tract 6	R-1A	9 Acres	25-45 Units
Tract 7	C-E	18 Acres	30 Units
Tract 8	C-E	15 Acres	13 Units
Tract 9	Village Cluster	22 Acres	120-200 Units
Tract 10	Open Space Green Belt	45 Acres	10-70 Units

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.

1

Sheet No.:

Checked By:

Drawn By:

Proj. No.:

File:

Date:

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

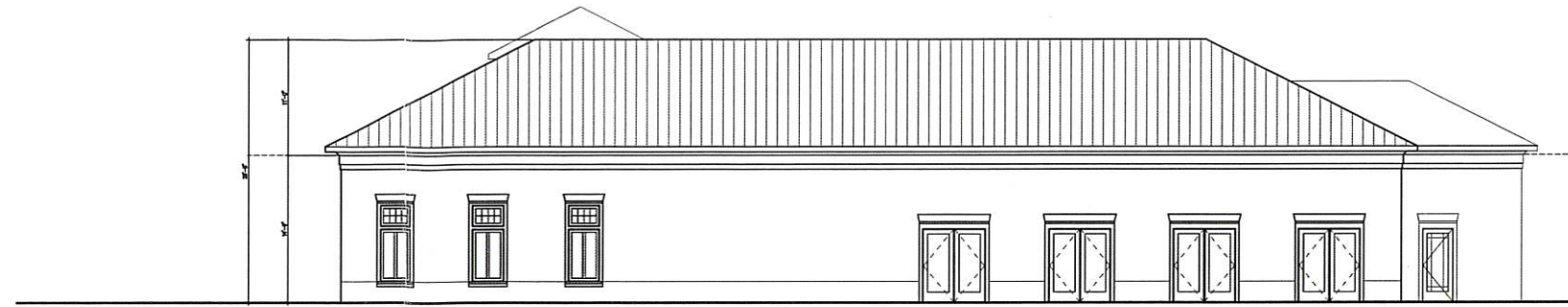
701 NORTH LAMAR BOULEVARD, SUITE A

P.O. BOX 1191 OXFORD, MISSISSIPPI 38655

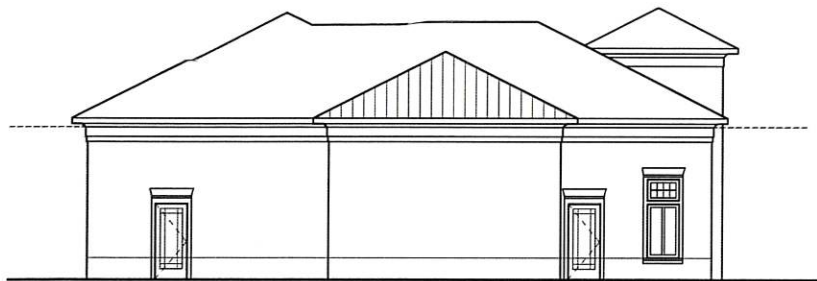
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CLUB HOUSE SIDE EVATION

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


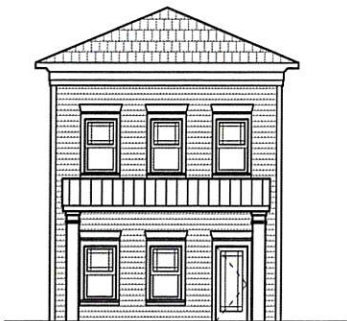
CLUB HOUSE BACK EVATION

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


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

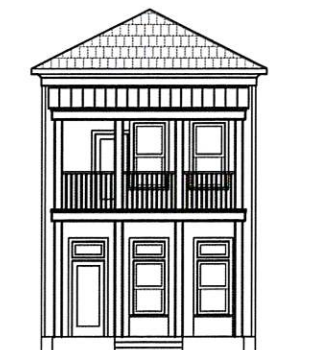
$$1/8'' = 1'-0''$$


SIDE ELEVATION

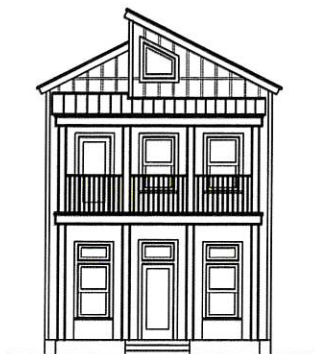


FRONT ELEVATION 'A'

3 BED HOUSE

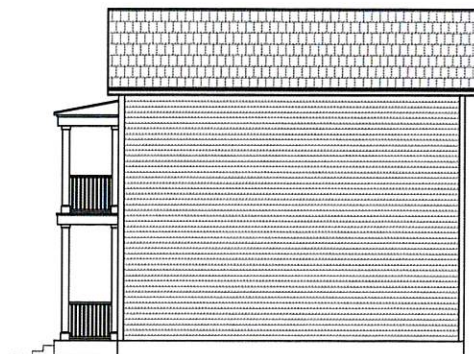
$$1/8'' = 1'-0''$$


FRONT ELEVATION 'B'



FRONT ELEVATION

2 BED HOUSE ALTERNATE

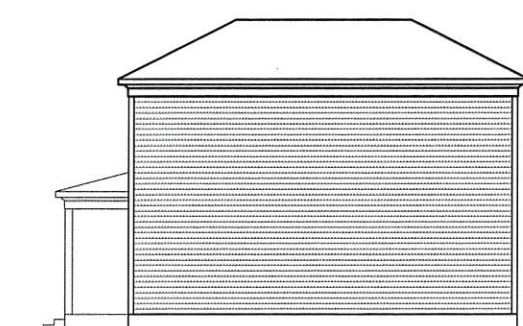
$$1/8'' = 1'-0''$$


SIDE ELEVATION



FRONT ELEVATION

2 BED HOUSE

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


SIDE ELEVATION

HIGHLANDS COTTAGE

OXFORD
MISSISSIPPI

ELEVATIONS

GRAY REESE	Project No.
Pinnacle-Chicago	
Gray Reese	
Project Designer	
James Hanipel	AS NOTED
Project Architect	Scale
Keith Vandertrek	
Project Manager	

A1



Memorandum

To: Mayor and Board of Aldermen
From: Ben Requet, AICP, Planning Director
Date: August 19, 2025
Re: Second Reading and Public Hearing of a Zoning Map Amendment request (Case #3245) by Snider Developent, LLC. (Greg Snider), to remove property from the Blackberry Hills PUD for property located on Christman Road & Northwood Trails. (PPIN #27674)

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

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

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

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

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

State Requirements for Rezoning:

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

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

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

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

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

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

Change and Need:

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

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

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

the prior owners did not know what they had or what could be done. Removing all 220 Rowandale parcels and the 10 Acres from the “PUD” allows the City and new owner to work together without complication or ambiguity on who can do what. Upon successful rezoning and removal 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 second 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.

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.

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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.

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

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

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.

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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

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.

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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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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).

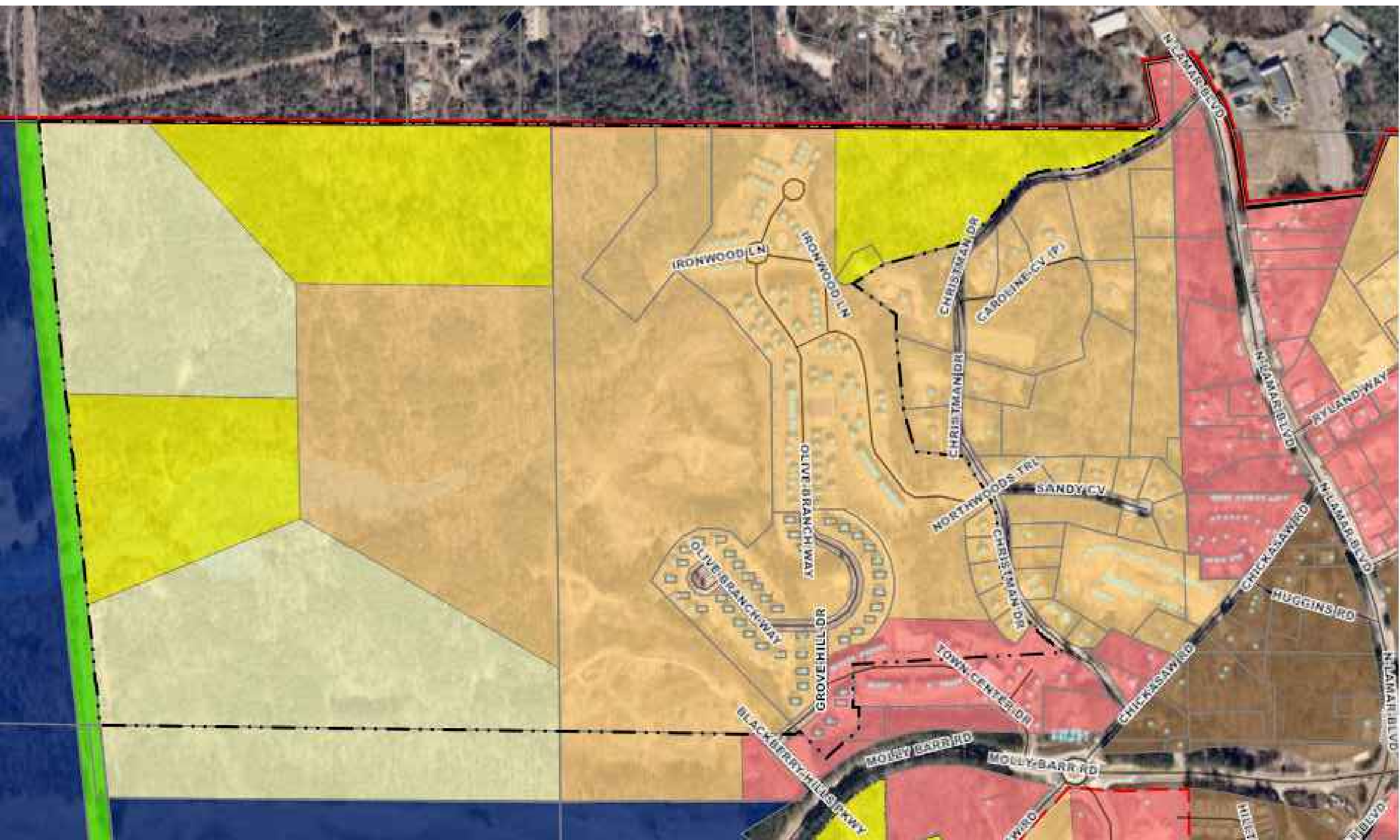
*** Proposed Zoning Classification of Property**

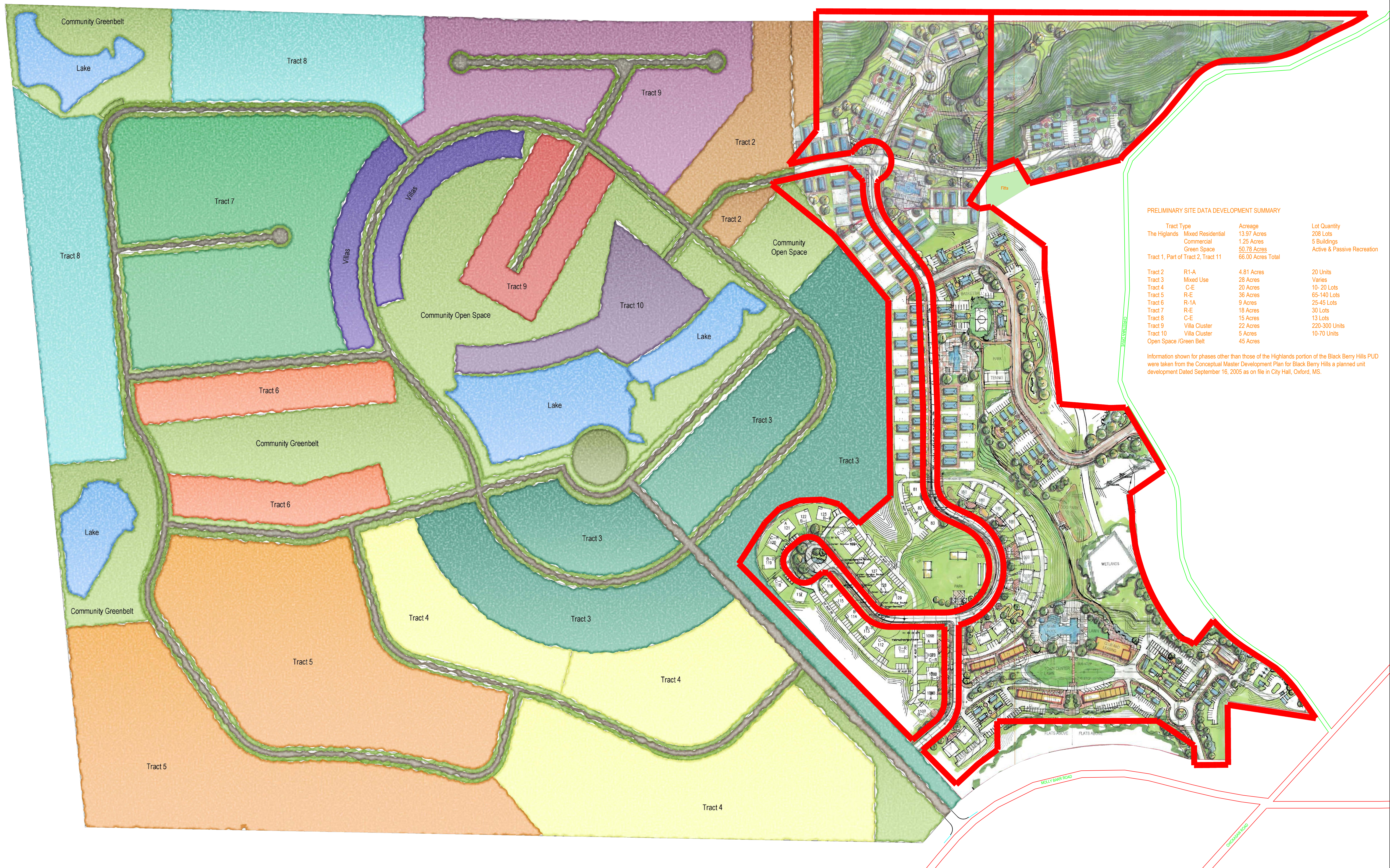
The proposed zoning classification of the property is Neighborhood Residential (NR).

*** 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.

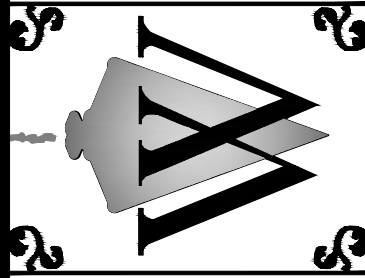




PRELIMINARY SITE DATA DEVELOPMENT SUMMARY

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.

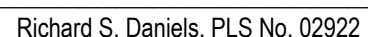


Black Berry Hills
A Planned Unit Development

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 191.04 feet to a 1/2" rebar set (20.00 feet from centerline); 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 188.58 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 58°28'18" 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 118.43 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 South 75°33'12" West for a distance of 10.00 feet to a 1/2" rebar found; run thence South 75°33'12" West for a distance of 10.00 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 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°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 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 South 89°45'34" East for a distance of 10.00 feet to a 1/2" rebar found; run thence South 89°45'34" 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.

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.

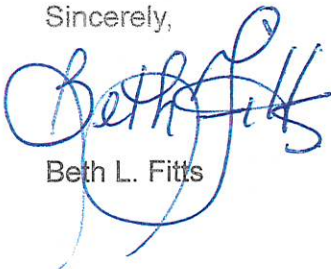
- 1) Widen Christman Drive by at least 5 feet in areas shown on the development drawing. This road has some dangerous spots because of the narrow width and drop-offs.

- 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

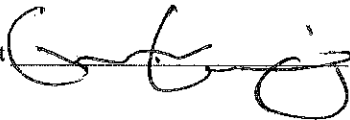
Property is zoned Planned Unit Development (PUD)

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 _____

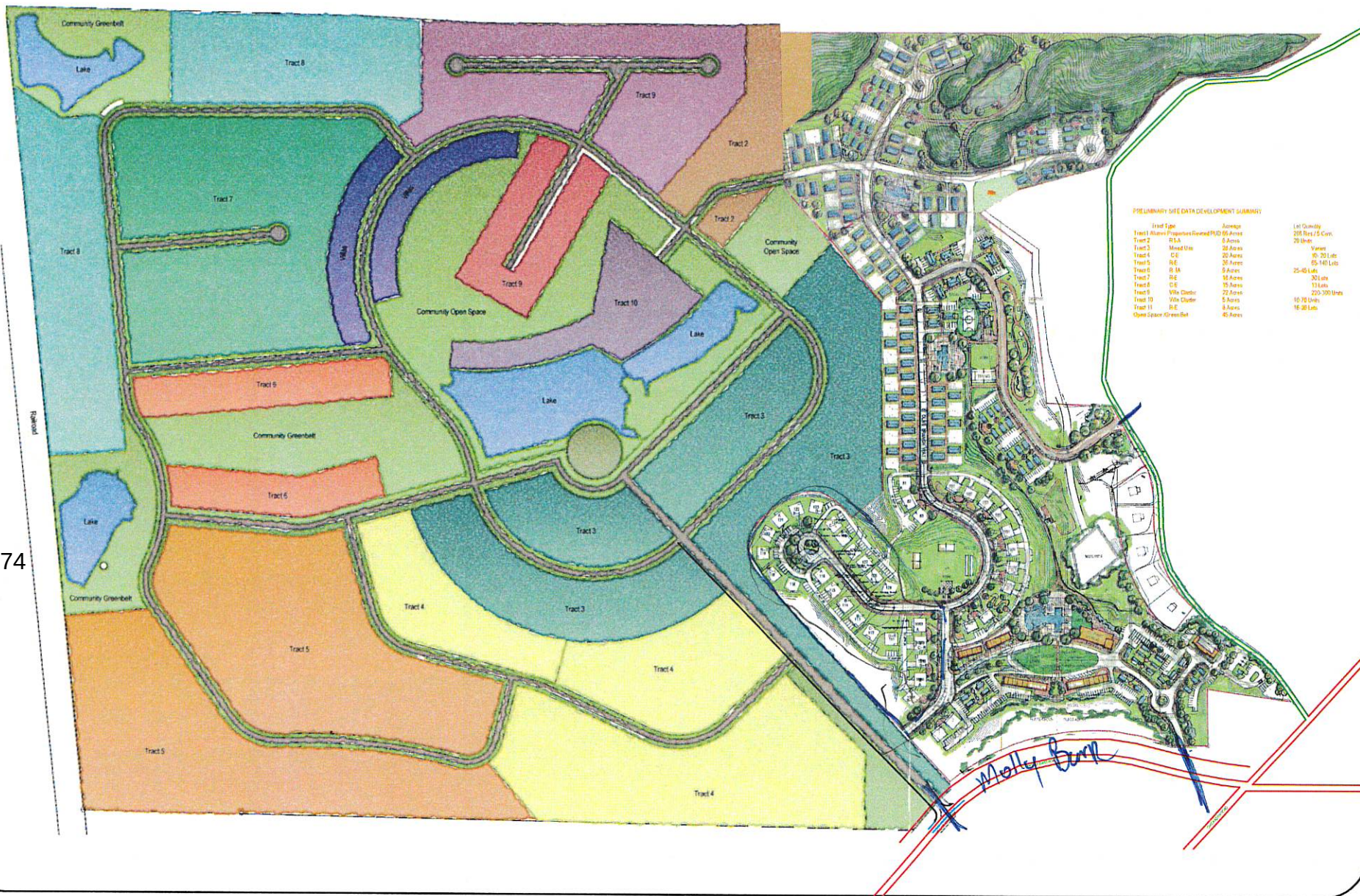
Decision of Board of Adjustment _____

Effective Date _____

Zoning Administrator

Date

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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.



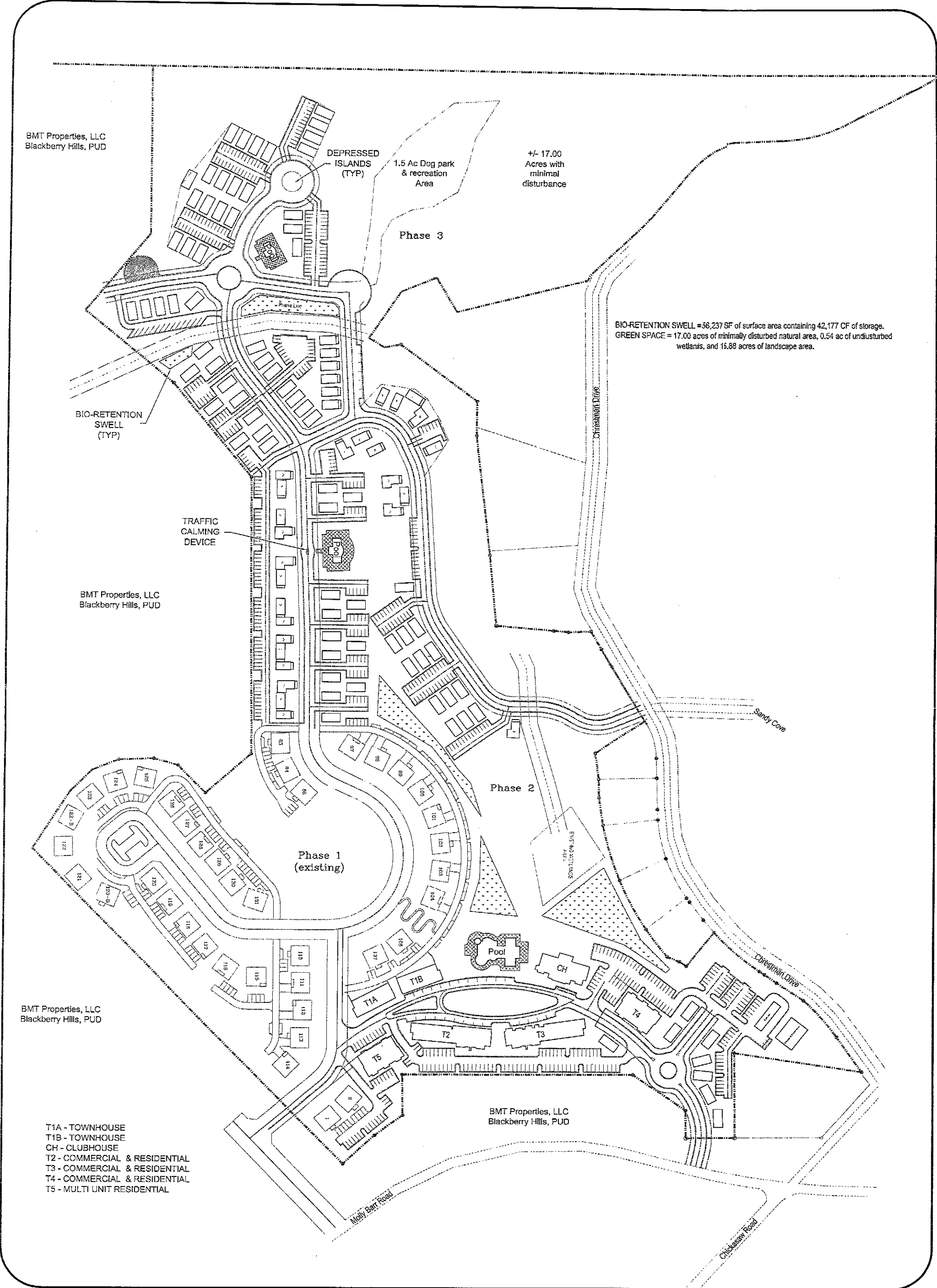
**HIGHLANDS
COTTAGE**

**OXFORD
MISSISSIPPI**

Lafayette County, Mississippi

BMT

DENNIS FITTS



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

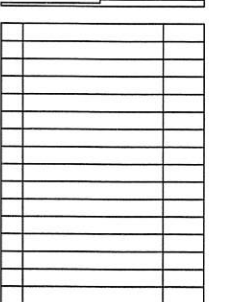
Preliminary Plan For:
Grove Hill Development of Blackberry Hills, PUD
Molly Barr Road & Christman Drive
City of Oxford, Lafayette County, Mississippi



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



ELEVATIONS

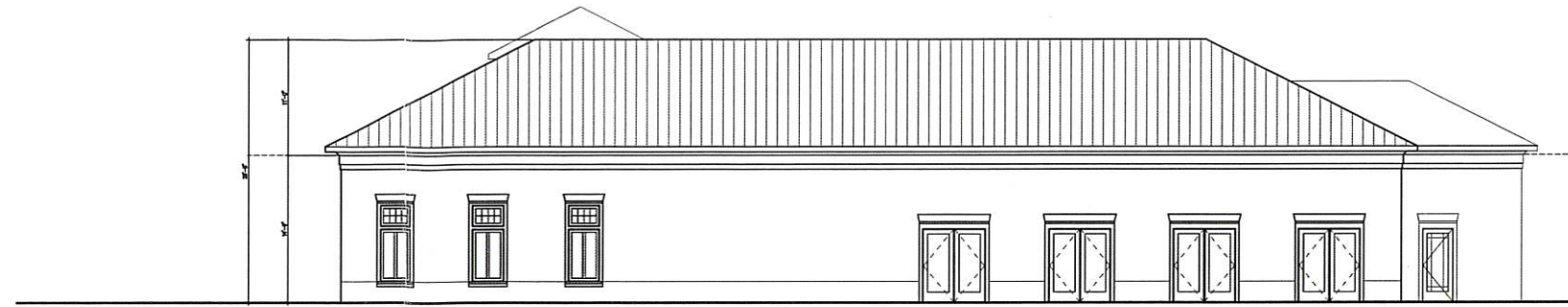
TH2-TH3



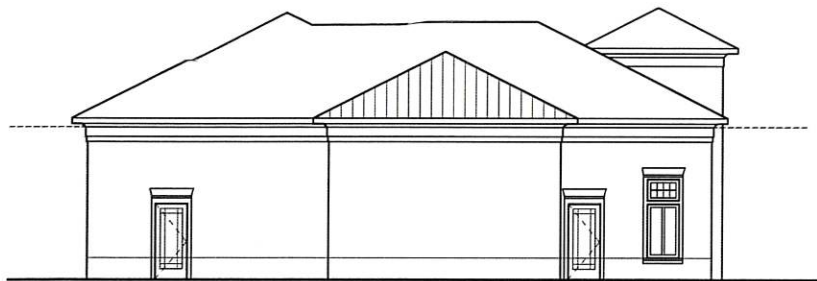
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CLUB HOUSE SIDE EVATION

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


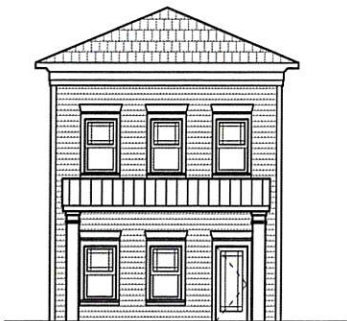
CLUB HOUSE BACK EVATION

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


CLUB HOUSE SIDE ELEVATION

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


CLUB HOUSE FRONT ELEVATION

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


FRONT ELEVATION

4 BED HOUSE

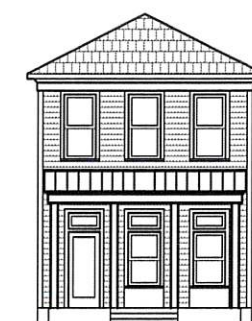
$$1/8'' = 1'-0''$$


FRONT ELEVATION

5 BED HOUSE

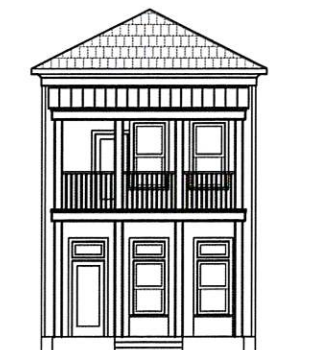
$$1/8'' = 1'-0''$$


SIDE ELEVATION

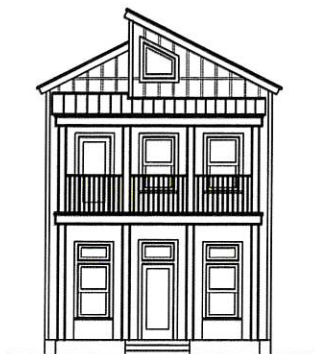


FRONT ELEVATION 'A'

3 BED HOUSE

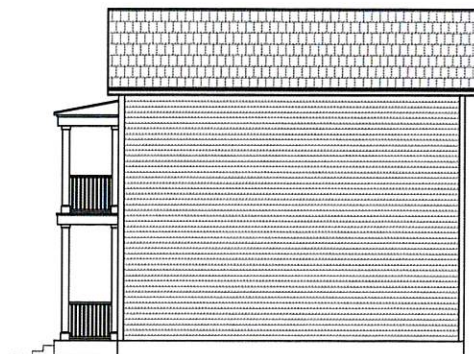
$$1/8'' = 1'-0''$$


FRONT ELEVATION 'B'



FRONT ELEVATION

2 BED HOUSE ALTERNATE

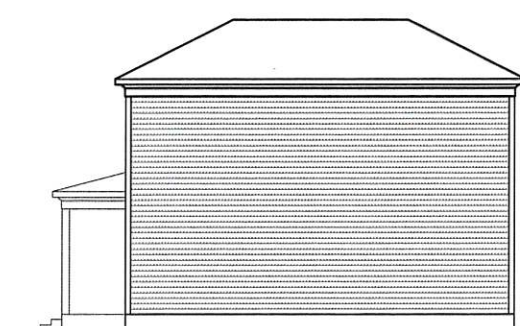
$$1/8'' = 1'-0''$$


SIDE ELEVATION



FRONT ELEVATION

2 BED HOUSE

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


SIDE ELEVATION

HIGHLANDS COTTAGE

OXFORD
MISSISSIPPI

ELEVATIONS

GRAY REESE	
Principal-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 Aldermen
From: Ben Requet, AICP, Planning Director
Date: August 19, 2025
Re: First Reading of a Zoning Map Amendment request (Case #3253) by Elizabeth Fitts, to rezone +/- .44 acres from Suburban Residential (SR) to Neighborhood Residential (NR) for property located on Christman Road. (PPIN #30663)

Request: This is a request for a Zoning Map Amendment to change the underlying zoning from (SR) Suburban Residential to (NR) Neighborhood Residential for approximately +/- .44 acres in the northeastern most portion of the PUD. At the August 11, 2025, Planning Commission meeting, after determining that there was sufficient change in the character of the neighborhood and that there was a public need, Commissioner Latimer made a motion to recommend approval of the requested rezoning to the Mayor and Aldermen that was seconded by Commissioner Brasfield. The motion carried with a unanimous vote 6-0 vote. Therefore, the Commission recommended approval of the requested rezoning.

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

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

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

State Requirements for Rezoning:

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

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

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

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

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

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

Change and Need:

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

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

The Blackberry Hills “PUD” was never properly created, as has been documented multiple times to staff and attorneys, under MS Law. It has been problematic and ambiguous and there have been multiple attempts to understand it by staff, owners and developers since inception. Even the prior owners did not know what they had or what could be done. Removing all 220 Rowandale parcels and the 10 Acres from the “PUD” allows the City and new owner to work together without complication or ambiguity on who can do what. Upon successful rezoning and

removal 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 Barr Road, new OUT Bus stops, the new commercial services at Sullivan’s Marketplace, and the nearby Chickasaw Creek attached condominium development, make this rezoning particularly suitable.

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

Mistake:

There is not a mistake in this instance.

Additional Staff Comments:

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

During the Comprehensive rezoning in 2017, Staff met with one of the owners of the Blackberry Hills PUD about removing the PUD designation due to inactivity of the development and due to the lack of detailed information to facilitate the development of the PUD. While the owner was receptive to the conversation, ultimately it was determined by the owners of the property to keep the PUD in place. Staff evaluated the proposed uses in the PUD plan and assigned land uses it felt most appropriate and consistent with the proposed Land Development Code.

Blackberry Hills is one of Oxford’s earliest PUDs. Since the initial approval of this PUD in 2005, Oxford’s Land Development Code has become more sophisticated, especially with respect to PUDs. Staff believes that the information provided with the Blackberry Hills PUD, as approved

and amended, lacks critical information necessary for it to develop. Staff has met with many developers interested in Blackberry Hills but the lack of information has proven to be a continued barrier with its development. Ultimately, this is a primary reason Staff proposed removing the PUD designation to one of the owners in 2017.

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

Recommendation: The Mayor and Aldermen will have to determine if the proposal is a desirable change. Staff believes that there is sufficient evidence of change and need to support the rezoning of this property as requested.

Planning Commission Meeting (August 11, 2025)

A link to the recording of the August 11th, 2025, Planning Commission meeting is provided below. As this meeting was held on Tuesday, the draft minutes are still in production. Two residents, Diane Vinson and Denise Hammer, provided comments about a natural spring that exists in this area and concerns of development potentially impacting the spring, and also concerns about tree removal in Oxford.

[Case #3253 – Blackberry Hills Fitts .44 Acres Rezoning](#) (This item should begin at 29:40)

Planning Commission Recommendation:

At the August 11, 2025, Planning Commission meeting, after determining that there was sufficient change in the character of the neighborhood and that there was a public need, Commissioner Latimer made a motion to recommend approval of the requested rezoning to the Mayor and Aldermen that was seconded by Commissioner Brasfield. The motion carried with a unanimous vote 6-0 vote.

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



Case 3253

To: Oxford Planning Commission
From: Benjamin Requet, AICP; Director of Planning
Date: August 11, 2025

Applicant: Elizabeth Fitts
Owner: Same
Request: Zoning Map Amendment to change the underlying zoning from (SR) Suburban Residential to (NR) Neighborhood Residential
Location: Northwood Trails & Christman Road (PPIN #30663)
Zoning: PUD - Planned Unit Development; underlying zoning (SR) Suburban Residential

Surrounding Zoning:

North: County A1

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

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

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

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

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

At the July 2025 Planning Commission meeting, the Planning Commission recommended approval of a similar rezoning for 10 acres surround this property (Case #3244), and a rezoning (Case #3245) to remove the same 10 acres, plus all of the Rowandale property from the Blackberry Hills PUD.

In this request, the applicant is seeking a Zoning Map Amendment to change the underlying zoning from (SR) Suburban Residential to (NR) Neighborhood Residential for approximately .44 acres in the northeastern most portion of the PUD. The applicant is also seeking another Zoning Map Amendment, the subject of Case #3254, to remove this from the Blackberry Hills PUD.

State Requirements for Rezoning:

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

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

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

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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:

There is not a mistake in this instance.

Additional Staff Comments:

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

During the Comprehensive rezoning in 2017, Staff met with one of the owners of the Blackberry Hills PUD about removing the PUD designation due to inactivity of the development and due to the lack of detailed information to facilitate the development of the PUD. While the owner was receptive to the conversation, ultimately it was determined by the owners of the property to keep the PUD in place. Staff evaluated the proposed uses in the PUD plan and assigned land uses it felt most appropriate and consistent with the proposed Land Development Code.

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

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

Recommendation: The Commission will have to determine if the proposal is a desirable change. Staff believes that there is sufficient evidence of change and need to support the rezoning of this property as requested.

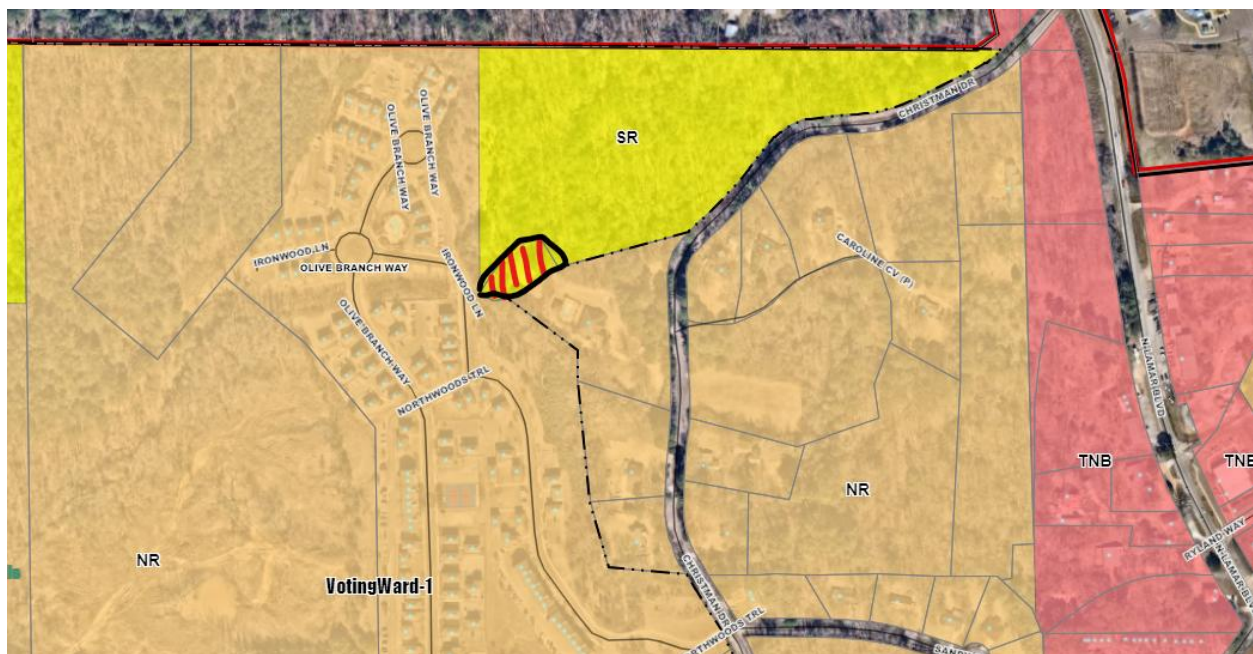
Underlying Rezoning Request & Removal from Blackberry Hills PUD

August 4, 2025

PPIN
30663

Parcel ID 135C-16-032.48

Beth Fitts' Out Parcel



Beth Fitts- Owner

Rezoning Application Narrative



The above picture of the .058-acre parcel (PPIN 30663) is less than ½ acre parcel still remaining in SR. The Neighborhood around Molly Barr and Christman Road (Shown above) has changed significantly due to recent explosion of development along North Lamar, Molly Barr and Christman Rd, evolving neighborhood conditions, zoning misalignments, and development pressures, as outlined in the rezoning request. The differences can be summarized as follows:

1. Zoning Misalignment and PUD Dissolution:

- **Current State:** The property is zoned Suburban Residential (SR) and is allegedly part of the Blackberry Hills Planned Unit Development (PUD). However, legal research and professional MURP opinions reveal that the Blackberry Hills PUD designation is legally questionable, at best, despite carry over references in the City Code, as it has not ever followed the MS statutory requirements, lacks a formal written PUD agreement, amendment procedures, or a properly prepared legal survey (plat). The “PUD” was attempted to be established when the property straddled city and county jurisdictions, with minimal professional oversight, rendering it outdated and unworkable. It has been like the other PUDs a problem for City Planners for years.
- **Proposed Change:** The rezoning seeks to change the zoning to Neighborhood Residential (NR), aligning with surrounding properties and also the partial dissolution of the Blackberry Hills PUD allowing the sole remaining 140+/- acre adjacent parcel to the West of Rowandale (“Callicutt Parcel”) to control its destiny and fix the PUD by working with the City on a proper and statutorily correct PUD Agreement, Plan and Plat. This shift removes ambiguous restrictions and allows the property to integrate with the Traditional Neighborhood Development (TND) vision, which promotes higher-density, mixed-use, and walkable communities. This request will remove the last parcel from the PUD

other than the Callicutt Property (pending the Board of Aldermen approval in August, 2025 for the adjoining property removal and rezoning).

- **Difference:** The property's current SR zoning and "PUD" designation are relics of an earlier, less coordinated planning era. The proposed NR zoning reflects current planning standards and the surrounding area's NR zoning, enabling development that matches the modern neighborhood character.

2. Evolving Neighborhood Character:

- **Past Conditions:** When originally zoned, the area included undeveloped land, gullies, and wooded drainage, with limited commercial or high-density residential development. The Blackberry Hills "PUD" and SR zoning were based on a suburban, low-density model. That model does not work any longer in this development climate or with the obvious and unquestionable change in this neighborhood.
- **Current Conditions:** The neighborhood now includes **Mixed-Use/Attached Developments:**
 1. Rowandale (adjacent parent parcel) features coffee shops, professional offices, and consumer-based commercial spaces. The Lamar Development includes a commercial district and high-density multifamily housing and mixed uses of attached and detached housing.
 2. Colonnade less than $\frac{3}{4}$ of a mile away has taken a similar site and turned into a mixed use development of the highest caliber with both apartment, attached housing, commercial, retail, restaurant, shopping and other uses.
 3. THE LAMAR...SIGNIFIGANT CHANGE IN NEIGHBORHOOD? You decide.... less than .5 miles away. See picture below. This also used to be a gully surrounded by the Chickasaw single family neighborhood houses....



Credit. Site plan rendering from The Lamar website

- **New Commercial Amenities:** Sullivan's Marketplace (a 25,000-square-foot grocery store within 1 mile) and the proposed Chickasaw Creek

Condominium Development (LESS than 0.2 miles away, with 35 attached units) reflect growing commercial and residential density.

- **Infrastructure Upgrades:** Molly Barr and North Lamar have seen significant improvements, including roundabouts and enhanced traffic flow, supporting increased development capacity.
- **Recent Projects:** Developments like The Archive, The Julep, Marlowe Condos, Sole, and Village Station indicate a shift toward higher-density, mixed-use neighborhoods.

- **Difference:** The neighborhood has transitioned from a low-density, semi-rural area to a vibrant, mixed-use hub with enhanced infrastructure and amenities, necessitating zoning that supports attached housing and higher density (NR) rather than detached-only, low-density development (SR).

The property in question here, under its current zoning, literally outlaws attached dwellings – requiring detached homes only and requiring more trees to be cut and more land to be cleared to develop. Although this may have made sense as an aspirational zoning years ago, it is precisely these types of self-inflicted housing restrictions that cities nationwide are sprinting to relax to help alleviate the housing crisis.

3. Housing Demand and Public Need:

- **Past Context:** At the time of the original zoning, Oxford's housing demand was less acute, and University of Mississippi enrollment growth was less aggressive.

- **Current Context:** The narrative highlights a housing crisis driven by:

October 17, 2024

OXFORD'S SOARING RENT PRICES IGNITE LOCAL CONCERNS AMID SURGE IN STUDENT AND NON-STUDENT POPULATION

- University enrollment growth (3,000 additional students in the latest class, with a projected 30,000 students in 10 years).
- Loss of housing stock (1,156 beds removed via University master leases, plus 540 beds from Kincannon Hall's demolition and 737 beds from Crosby Hall's upcoming closure).
- Population growth (24% projected by 2030, following a 102% increase since 2000).
- Rising home values (median over \$300,000) and a rental housing shortage.

- **Proposed Solution:** The requested NR zoning allows for attached housing (e.g., row houses) that can meet immediate rental needs (via a master lease end user) and convert to single-family homes in the future, unlike SR zoning, which restricts development to detached homes only.

- **Difference:** The property's current SR zoning does not address Oxford's housing crisis or support flexible, high-density development. The NR zoning aligns with the public need for diverse housing options to accommodate students, professionals, and families. Additionally, the SR Zoning is not large enough, on its own, to be developed and would create significant planning restraints given the NR nature of the surrounding properties.

Oxford locals struggle with housing costs

by Hannah Ivy — October 16, 2024 Reading Time: 2 mins read



Mika Watkins looks at old photos in his hallway on Oct. 2, 2024. Photo by Christian Holloway.

One thing has increased consistently in Oxford: rent prices.

According to a July 2024 survey from Rent Cafe, more than a third of the apartments in Oxford charge more than \$2,000 in rent per month, with the average being \$1,834 per month. The bulk of the remaining apartments charge anywhere between \$700 and \$1,500 per month.

For many Oxford residents, this is cause for concern; however, there is not a general consensus on what the root of the problem is.



WellChats for the Reds

4. Development Feasibility and Environmental Considerations:

- **Current Limitations:** SR zoning requires detached homes, necessitating more land clearing and grading, which could disrupt the property's slopes and tree canopy.
- **Proposed Benefits:** NR zoning allows attached units, reducing the need for extensive land disturbance and enabling development that preserves greenspaces and uses existing topography. The narrative emphasizes compliance with Oxford's tree mitigation and environmental ordinances.
- **Difference:** The rezoning shifts the development approach from a resource-intensive, low-density model to a sustainable, higher-density model that better preserves environmental features while meeting housing needs.

February 20, 2025

OXFORD STUDENTS FACE HOUSING CHALLENGES AMID RISING ENROLLMENT

5. Alignment with Comprehensive Plan:

- **Past Plan:** The original zoning and "PUD" were not fully aligned with Oxford's Vision 2037 Comprehensive Plan, which emphasizes TND principles like walkability, connectivity, and mixed-use development.
- **Current Alignment:** The proposed NR zoning supports TND goals by enabling higher-density residential development near commercial amenities (e.g., Sullivan's Marketplace, 2 minutes away) and infrastructure (e.g., Molly Barr

roundabout). It facilitates connectivity to Rowandale, public streets, sidewalks, and amenities like pools and pickleball courts.

- **Difference:** The current SR zoning is inconsistent with the Comprehensive Plan's vision, while NR zoning ensures the property contributes to Oxford's sustainable, connected growth strategy.

Connection to Rezoning Justifications

The differences outlined above directly tie to the rezoning justifications provided in both the application, questions and community input and support:

- **Changes in Neighborhood Character:** The narrative and prior input highlight the dissolution of the Blackberry Hills “PUD”, new developments (e.g., Colonnade, Rowandale, The Lamar, the Bluffs, Chickasaw Creek Condominiums), and infrastructure improvements (e.g., Molly Barr and Chickasaw roundabouts), which have transformed the area into a higher-density, mixed-use hub. NR zoning reflects this evolution, unlike the outdated SR zoning.
- **Public Need:** The housing crisis, driven by University growth and population increases, underscores the need for NR zoning to allow flexible, high-density housing. The narrative's mention of a master lease end user aligns with the immediate demand for rental housing.
- **Anomaly:** The SR zoning is an anomaly, as the property is surrounded by NR-zoned parcels. The narrative notes this as potential “spot zoning,” and at a minimum a zoning map problem created by the misunderstanding of the PUD regime across all 200 original acres. Rezoning to NR corrects this misalignment, ensuring consistency with adjacent properties and the TND vision, especially in light of recent adjoining property Planning Commission Recommendations.
- **Legal and Planning Compliance:** The rezoning meets Mississippi's “change and mistake” rule, as the neighborhood's character has evolved significantly since the SR designation. Oxford's ordinances and Vision 2037 Comprehensive Plan further support NR zoning as a means to achieve sustainable growth.

University housing adapts to increase in student population

by Kharley Redmon — August 25, 2024 Reading Time: 7 mins read



The UNO student union is teaming up with parents and students to help with the move of UNO South on Aug 10. Photo by Maria Ramirez.

Three consecutive years of record-breaking freshman classes has caused the University of Mississippi to expand housing options and has created uncertainty for students as they sit on housing waitlists and struggle to find off-campus accommodations.

When Assistant Vice Chancellor and Director of Student Housing John Yaun joined the university in 2019, there was a **strategic plan** for student housing.

“Because of all the changes, much of that strategic plan is almost obsolete or not

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104 Courthouse Square Oxford, Mississippi 38655

S.A. in English
S.P.A. in Creative Writing

STUDY LITERATURE
GREATEST LITERARY TOWNS

WaitChats for the Delta
(Image credit: Instagram)

Legal and Administrative Criteria

Change and Mistake Rule

The rezoning meets the legal standards required by Mississippi’s rezoning laws. The impact of Highland Square becoming Rowandale (NR Development) and being sold into separate fee simple structures; the development of North Lamar and the Lamar mixed use; the significant pending development of the other sites front Christman and Molly Barr, including, but not limited to Chickasaw Creek Condominium (NR Development), reduction and partial dissolution of the Blackberry Hills “PUD” and the subsequent changes in surrounding developments demonstrate that the neighborhood character has evolved significantly since the most recent zoning designations. This justifies rezoning the property from Suburban Residential (SR) to Neighborhood Residential (NR), ensuring that the property is developed in line with current conditions and future growth expectations.

Compliance with City Ordinances

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

Further, Mississippi courts have declined to establish a bright line test for defining what constitutes a “neighborhood.” For example, in one case, the Court recognized that the “neighborhood” constitutes 25% of the municipality, two miles away and across an interstate. If that is the case for even more NR parcels with NR and higher density developments can be found with even LESS SR designation. This is just not an SR area anymore and will not be developed to be one based on projects proposed next door that are in the pipeline.

Summary

The graphic depiction of the ½ acre parcel has changed from an undeveloped, low-density-zoned property in a semi-rural context to a site primed for higher-density development within a dynamic, mixed-use neighborhood. The proposed NR zoning:

- Replaces an outdated SR zoning and questionable “PUD” designation.
- Aligns with surrounding NR properties and recent developments like Colonnade, the Lamar, the Bluffs, Rowandale and Chickasaw Creek Condominium.
- Addresses Oxford’s housing crisis by enabling attached housing for immediate rental needs and future single-family use.
- Supports sustainable development by minimizing environmental impact.
- Conforms to Vision 2037’s TND goals for walkable, connected communities.
- **Traffic Impact:** The narrative confirms that NR zoning will not significantly increase traffic, as new infrastructure (e.g., Molly Barr roundabout) and route preferences (e.g., State Route 7 for northern travel) mitigate congestion risks.
- **Legal Clarity:** Blackberry Hills PUD’s lack of formal documentation strengthens the case for rezoning, as it removes ambiguity and aligns with current planning standards.

FILED
STATE OF MISSISSIPPI
LAFAYETTE COUNTY

STATE OF MISSISSIPPI

2007 MAY -8 AM 10:52

COUNTY OF LAFAYETTE

CHANCERY CLERK

BY DC
WARRANTY DEED

Chancery Clerk
Lafayette County, Mississippi
I certify the instrument
was recorded on
MAY 9 2007 10:17:57AM
Instrument 200704529 Page 1 of 3
Witness my hand and seal
 O.C.
Sherry Wall

FOR AND IN CONSIDERATION of the sum of **TEN and No/100ths**
(\$10.00) DOLLARS, cash in hand paid and other good and valuable
consideration, the receipt and sufficiency of all of which is
hereby acknowledged, **ALUMNI PROPERTIES, LLC, an Alabama Limited**
Liability Company, does hereby grant, bargain, sell, convey and
warrant unto

DENNIS R. FITTS and wife, BETH L. FITTS,
as joint tenants with full rights of survivorship,
and not as tenants in common,

that certain real property, and all appurtenances thereto, lying
situate in Lafayette County, Mississippi, particularly described
as follows:

A 0.438 acre, more or less, fraction of the Northeast
Quarter of Section 16, Township 8 South, Range 3 West,
Lafayette County, Mississippi, being more particularly
described as follows:

Commencing at a rebar in a ditch on the West line of
Lafayette County Road No. 174, located 970.93 feet South and
888.29 feet West of the Northeast Corner of Section 16,
Township 8 South, Range 3 West, run along the ditch the
following: North 72°16'10" West a distance of 265.34 feet;
thence North 00°22'59" East a distance of 84.33 feet; thence
North 53°44'44" West a distance of 232.57 feet to the Point
of Beginning.

From said Point of Beginning, run thence South 80°13'44"
West a distance of 40.68 feet along the ditch; run thence
North 59°44'04" West a distance of 43.73 feet along the
ditch; run thence, leaving said ditch, North 33°39'11" East
a distance of 139.24 feet; run thence North 67°32'48" East a
distance of 92.60 feet; run thence South 30°56'46" East a
distance of 98.70 feet; run thence South 58°55'10" West a
distance of 158.37 feet along the existing Fitts property
line to the Point of Beginning.

Ad Valorem taxes for calendar year 2007 shall be borne in
full by the Grantor.

The warranty herein contained is subject to, and there is
excepted therefrom, any coal, oil, gas or other mineral interests
attendant to the subject real property that may have been
retained or conveyed by the Grantor's predecessors in title.

WITNESS THE EXECUTION of this instrument on this, the _____ day of April, 2007.

ALUMNI PROPERTIES, LLC,
an Alabama Limited
Liability Company

By: 
DWIGHT T. BROWN
Member/Manager

STATE OF GEORGIA

COUNTY OF COBB

THIS DAY PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named DWIGHT T. BROWN, in his capacity of Member/Manager of ALUMNI PROPERTIES, LLC, an Alabama Limited Liability Company, who acknowledged that in such capacity he signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned, for and on behalf of said limited liability company and as its act and deed, having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this, the 30th day of April, 2007.


NOTARY PUBLIC

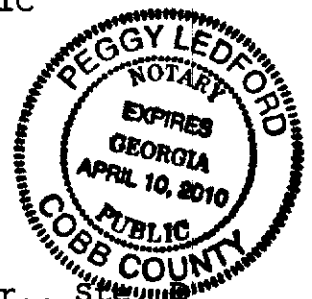
My Commission Expires:

April 10, 2010

ADDRESSES:

Grantees:
P. O. Box 1
Oxford, Mississippi 38655
(662) 234-2244 (h)

Grantor:
2006 Executive Park Dr., Ste 100
Opelika, Alabama 36801
(334) 742-0809



This instrument prepared by:

William T. Sloan, Lawyer

Mississippi State Bar No. 6845
P. O. Box 913, 1130 North Lamar
Oxford, Mississippi 38655

(662) 234-1667



Memorandum

To: Mayor and Board of Aldermen
From: Ben Requet, AICP, Planning Director
Date: August 19, 2025
Re: First Reading of a Zoning Map Amendment request (Case #3254) by Elizabeth Fitts, to remove +/- .44 acres from the Blackberry Hills Planned Unit Development for property located on Christman Road. (PPIN #30663)

Request: This is a request for a Zoning Map Amendment to remove approximately +/- .44 acres from the Blackberry Hills Planned Unit Development. At the August 11, 2025, Planning Commission meeting, after determining that there was sufficient change in the character of the neighborhood and that there was a public need, Commissioner Spragins made a motion to recommend approval of the requested rezoning to the Mayor and Aldermen that was seconded by Commissioner Logan. The motion carried with a unanimous vote 6-0 vote. Therefore, the Commission recommended approval of the requested rezoning.

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

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

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

State Requirements for Rezoning:

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

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

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

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

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

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

Change and Need:

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

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

The Blackberry Hills “PUD” was never properly created, as has been documented multiple times to staff and attorneys, under MS Law. It has been problematic and ambiguous and there have been multiple attempts to understand it by staff, owners and developers since inception. Even the prior owners did not know what they had or what could be done. Removing all 220 Rowandale parcels and the 10 Acres from the “PUD” allows the City and new owner to work together without complication or ambiguity on who can do what. Upon successful rezoning and

removal 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 Barr Road, new OUT Bus stops, the new commercial services at Sullivan’s Marketplace, and the nearby Chickasaw Creek attached condominium development, make this rezoning particularly suitable.

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

Mistake:

There is not a mistake in this instance.

Additional Staff Comments:

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

During the Comprehensive rezoning in 2017, Staff met with one of the owners of the Blackberry Hills PUD about removing the PUD designation due to inactivity of the development and due to the lack of detailed information to facilitate the development of the PUD. While the owner was receptive to the conversation, ultimately it was determined by the owners of the property to keep the PUD in place. Staff evaluated the proposed uses in the PUD plan and assigned land uses it felt most appropriate and consistent with the proposed Land Development Code.

Blackberry Hills is one of Oxford’s earliest PUDs. Since the initial approval of this PUD in 2005, Oxford’s Land Development Code has become more sophisticated, especially with respect to PUDs. Staff believes that the information provided with the Blackberry Hills PUD, as approved

and amended, lacks critical information necessary for it to develop. Staff has met with many developers interested in Blackberry Hills but the lack of information has proven to be a continued barrier with its development. Ultimately, this is a primary reason Staff proposed removing the PUD designation to one of the owners in 2017.

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

Recommendation: The Mayor and Aldermen will have to determine if the proposal is a desirable change. Staff believes that there is sufficient evidence of change and need to support the rezoning of this property as requested.

Planning Commission Meeting (August 11, 2025)

A link to the recording of the August 11th, 2025, Planning Commission meeting is provided below. As this meeting was held on Tuesday, the draft minutes are still in production.

[Case #3254 – Blackberry Hills Fitts .44 Acres Rezoning](#) (This item should begin at 41:01)

Planning Commission Recommendation:

At the August 11, 2025, Planning Commission meeting, after determining that there was sufficient change in the character of the neighborhood and that there was a public need, Commissioner Spragins made a motion to recommend approval of the requested rezoning to the Mayor and Aldermen that was seconded by Commissioner Logan. The motion carried with a unanimous vote 6-0 vote.

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

**Case 3254**

To: Oxford Planning Commission
From: Benjamin Requet, AICP; Director of Planning
Date: August 11, 2025

Applicant: Elizabeth Fitts
Owner: Same
Request: Zoning Map Amendment to remove property from Blackberry Hills PUD
Location: Northwood Trails & Christman Road (PPIN #30663)
Zoning: PUD - Planned Unit Development; underlying zoning (SR) Suburban Residential

Surrounding Zoning:**North:** County A1**South, West & East:** (NR) Neighborhood Residential & (TNB) Traditional Neighborhood Business

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

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

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

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

At the July 2025 Planning Commission meeting, the Planning Commission recommended approval of a similar rezoning for 10 acres surround this property (Case #3244), and a rezoning (Case #3245) to remove the same 10 acres, plus all of the Rowandale property from the Blackberry Hills PUD.

In this request, the applicant is seeking a Zoning Map Amendment to change remove this property, measuring approximately .44 acres from the Blackberry Hills PUD. The applicant is also seeking another Zoning Map Amendment, the subject of Case #3253, to change the underlying zoning for this property from (SR) Suburban Residential to (NR) Neighborhood Residential.

State Requirements for Rezoning:

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

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

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

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

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

Change and Need:

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

The neighborhood surrounding the subject property has experienced significant changes due to various developments and infrastructure improvements. The proposed dissolution of the

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

The Blackberry Hills "PUD" was never properly created, as has been documented multiple times to staff and attorneys, under MS Law. It has been problematic and ambiguous and there have been multiple attempts to understand it by staff, owners and developers since inception. Even the prior owners did not know what they had or what could be done. Removing all 220 Rowandale parcels and the 10 Acres from the "PUD" allows the City and new owner to work together without complication or ambiguity on who can do what. Upon successful rezoning and removal 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:

There is not a mistake in this instance.

Additional Staff Comments:

The applicant points out that there have been changes in the character of the neighborhood partly attributed to development nearby or in close proximity to this site, and with infrastructure changes, particularly to Molly Barr Road with the installation of a new roundabout at Chickasaw,

in addition to the multiple roundabouts constructed on Highway 30 in front of the Colonnade Crossing development. It is also important to note that the City of Oxford plans to commence construction of a new roundabout, replacing the traffic signal, at the intersection of Molly Barr Road and North Lamar this fall. This area continues to develop with housing and a mixed-use commercial center has been approved near this site.

During the Comprehensive rezoning in 2017, Staff met with one of the owners of the Blackberry Hills PUD about removing the PUD designation due to inactivity of the development and due to the lack of detailed information to facilitate the development of the PUD. While the owner was receptive to the conversation, ultimately it was determined by the owners of the property to keep the PUD in place. Staff evaluated the proposed uses in the PUD plan and assigned land uses it felt most appropriate and consistent with the proposed Land Development Code.

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

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

Recommendation: The Commission will have to determine if the proposal is a desirable change. Staff believes that there is sufficient evidence of change and need to support the rezoning of this property as requested.

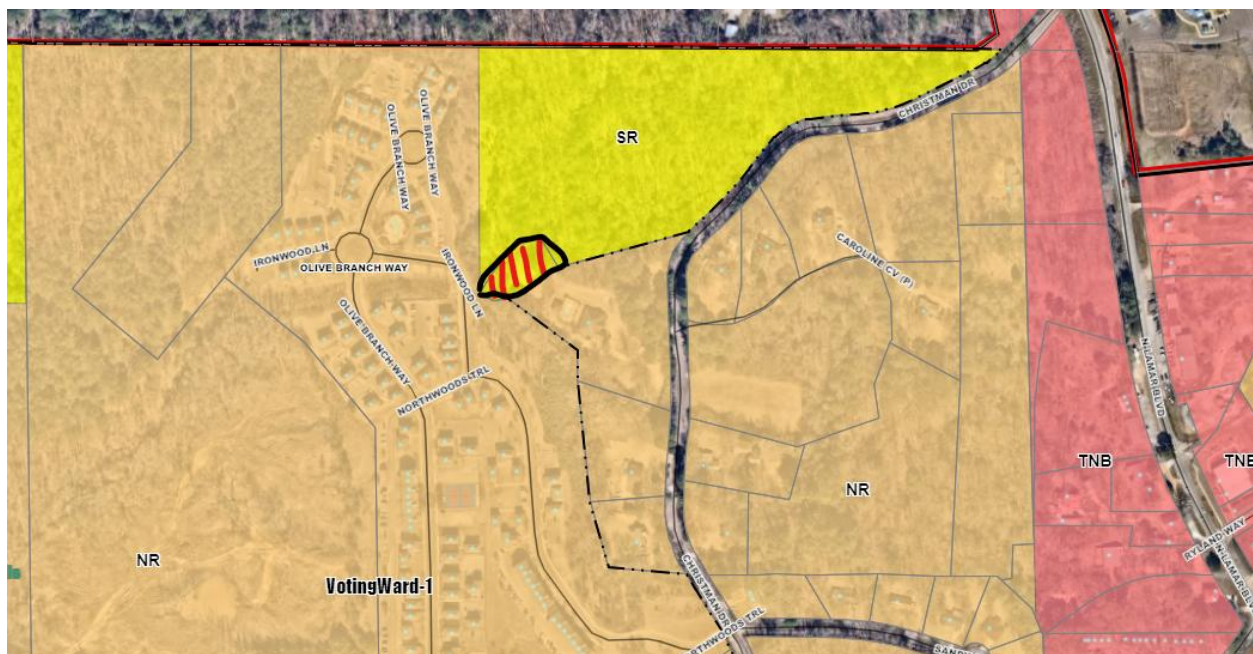
Underlying Rezoning Request & Removal from Blackberry Hills PUD

August 4, 2025

PPIN
30663

Parcel ID 135C-16-032.48

Beth Fitts' Out Parcel



Beth Fitts- Owner

Rezoning Application Narrative



The above picture of the .058-acre parcel (PPIN 30663) is less than ½ acre parcel still remaining in SR. The Neighborhood around Molly Barr and Christman Road (Shown above) has changed significantly due to recent explosion of development along North Lamar, Molly Barr and Christman Rd, evolving neighborhood conditions, zoning misalignments, and development pressures, as outlined in the rezoning request. The differences can be summarized as follows:

1. Zoning Misalignment and PUD Dissolution:

- **Current State:** The property is zoned Suburban Residential (SR) and is allegedly part of the Blackberry Hills Planned Unit Development (PUD). However, legal research and professional MURP opinions reveal that the Blackberry Hills PUD designation is legally questionable, at best, despite carry over references in the City Code, as it has not ever followed the MS statutory requirements, lacks a formal written PUD agreement, amendment procedures, or a properly prepared legal survey (plat). The “PUD” was attempted to be established when the property straddled city and county jurisdictions, with minimal professional oversight, rendering it outdated and unworkable. It has been like the other PUDs a problem for City Planners for years.
- **Proposed Change:** The rezoning seeks to change the zoning to Neighborhood Residential (NR), aligning with surrounding properties and also the partial dissolution of the Blackberry Hills PUD allowing the sole remaining 140+/- acre adjacent parcel to the West of Rowandale (“Callicutt Parcel”) to control its destiny and fix the PUD by working with the City on a proper and statutorily correct PUD Agreement, Plan and Plat. This shift removes ambiguous restrictions and allows the property to integrate with the Traditional Neighborhood Development (TND) vision, which promotes higher-density, mixed-use, and walkable communities. This request will remove the last parcel from the PUD

other than the Callicutt Property (pending the Board of Aldermen approval in August, 2025 for the adjoining property removal and rezoning).

- **Difference:** The property's current SR zoning and "PUD" designation are relics of an earlier, less coordinated planning era. The proposed NR zoning reflects current planning standards and the surrounding area's NR zoning, enabling development that matches the modern neighborhood character.

2. Evolving Neighborhood Character:

- **Past Conditions:** When originally zoned, the area included undeveloped land, gullies, and wooded drainage, with limited commercial or high-density residential development. The Blackberry Hills "PUD" and SR zoning were based on a suburban, low-density model. That model does not work any longer in this development climate or with the obvious and unquestionable change in this neighborhood.
- **Current Conditions:** The neighborhood now includes **Mixed-Use/Attached Developments:**
 1. Rowandale (adjacent parent parcel) features coffee shops, professional offices, and consumer-based commercial spaces. The Lamar Development includes a commercial district and high-density multifamily housing and mixed uses of attached and detached housing.
 2. Colonnade less than $\frac{3}{4}$ of a mile away has taken a similar site and turned into a mixed use development of the highest caliber with both apartment, attached housing, commercial, retail, restaurant, shopping and other uses.
 3. THE LAMAR...SIGNIFIGANT CHANGE IN NEIGHBORHOOD? You decide.... less than .5 miles away. See picture below. This also used to be a gully surrounded by the Chickasaw single family neighborhood houses....



Credit. Site plan rendering from The Lamar website

- **New Commercial Amenities:** Sullivan's Marketplace (a 25,000-square-foot grocery store within 1 mile) and the proposed Chickasaw Creek

Condominium Development (LESS than 0.2 miles away, with 35 attached units) reflect growing commercial and residential density.

- **Infrastructure Upgrades:** Molly Barr and North Lamar have seen significant improvements, including roundabouts and enhanced traffic flow, supporting increased development capacity.
- **Recent Projects:** Developments like The Archive, The Julep, Marlowe Condos, Sole, and Village Station indicate a shift toward higher-density, mixed-use neighborhoods.

- **Difference:** The neighborhood has transitioned from a low-density, semi-rural area to a vibrant, mixed-use hub with enhanced infrastructure and amenities, necessitating zoning that supports attached housing and higher density (NR) rather than detached-only, low-density development (SR).

The property in question here, under its current zoning, literally outlaws attached dwellings – requiring detached homes only and requiring more trees to be cut and more land to be cleared to develop. Although this may have made sense as an aspirational zoning years ago, it is precisely these types of self-inflicted housing restrictions that cities nationwide are sprinting to relax to help alleviate the housing crisis.

3. Housing Demand and Public Need:

- **Past Context:** At the time of the original zoning, Oxford's housing demand was less acute, and University of Mississippi enrollment growth was less aggressive.

- **Current Context:** The narrative highlights a housing crisis driven by:

October 17, 2024

OXFORD'S SOARING RENT PRICES IGNITE LOCAL CONCERNS AMID SURGE IN STUDENT AND NON-STUDENT POPULATION

- University enrollment growth (3,000 additional students in the latest class, with a projected 30,000 students in 10 years).
- Loss of housing stock (1,156 beds removed via University master leases, plus 540 beds from Kincannon Hall's demolition and 737 beds from Crosby Hall's upcoming closure).
- Population growth (24% projected by 2030, following a 102% increase since 2000).
- Rising home values (median over \$300,000) and a rental housing shortage.

- **Proposed Solution:** The requested NR zoning allows for attached housing (e.g., row houses) that can meet immediate rental needs (via a master lease end user) and convert to single-family homes in the future, unlike SR zoning, which restricts development to detached homes only.

- **Difference:** The property's current SR zoning does not address Oxford's housing crisis or support flexible, high-density development. The NR zoning aligns with the public need for diverse housing options to accommodate students, professionals, and families. Additionally, the SR Zoning is not large enough, on its own, to be developed and would create significant planning restraints given the NR nature of the surrounding properties.

Oxford locals struggle with housing costs

by Hannah Ivy — October 16, 2024 Reading Time: 2 mins read



Mika Watkins clares all old photos in his hallway on Oct. 2, 2024. Photo by Christian Holloway.

One thing has increased consistently in Oxford: rent prices.

According to a July 2024 survey from Rent Cafe, more than a third of the apartments in Oxford charge more than \$2,000 in rent per month, with the average being \$1,834 per month. The bulk of the remaining apartments charge anywhere between \$700 and \$1,500 per month.

For many Oxford residents, this is cause for concern; however, there is not a general consensus on what the root of the problem is.



WellChats for the Reds

4. Development Feasibility and Environmental Considerations:

- **Current Limitations:** SR zoning requires detached homes, necessitating more land clearing and grading, which could disrupt the property's slopes and tree canopy.
- **Proposed Benefits:** NR zoning allows attached units, reducing the need for extensive land disturbance and enabling development that preserves greenspaces and uses existing topography. The narrative emphasizes compliance with Oxford's tree mitigation and environmental ordinances.
- **Difference:** The rezoning shifts the development approach from a resource-intensive, low-density model to a sustainable, higher-density model that better preserves environmental features while meeting housing needs.

February 20, 2025

OXFORD STUDENTS FACE HOUSING CHALLENGES AMID RISING ENROLLMENT

5. Alignment with Comprehensive Plan:

- **Past Plan:** The original zoning and "PUD" were not fully aligned with Oxford's Vision 2037 Comprehensive Plan, which emphasizes TND principles like walkability, connectivity, and mixed-use development.
- **Current Alignment:** The proposed NR zoning supports TND goals by enabling higher-density residential development near commercial amenities (e.g., Sullivan's Marketplace, 2 minutes away) and infrastructure (e.g., Molly Barr

roundabout). It facilitates connectivity to Rowandale, public streets, sidewalks, and amenities like pools and pickleball courts.

- **Difference:** The current SR zoning is inconsistent with the Comprehensive Plan's vision, while NR zoning ensures the property contributes to Oxford's sustainable, connected growth strategy.

Connection to Rezoning Justifications

The differences outlined above directly tie to the rezoning justifications provided in both the application, questions and community input and support:

- **Changes in Neighborhood Character:** The narrative and prior input highlight the dissolution of the Blackberry Hills “PUD”, new developments (e.g., Colonnade, Rowandale, The Lamar, the Bluffs, Chickasaw Creek Condominiums), and infrastructure improvements (e.g., Molly Barr and Chickasaw roundabouts), which have transformed the area into a higher-density, mixed-use hub. NR zoning reflects this evolution, unlike the outdated SR zoning.
- **Public Need:** The housing crisis, driven by University growth and population increases, underscores the need for NR zoning to allow flexible, high-density housing. The narrative's mention of a master lease end user aligns with the immediate demand for rental housing.
- **Anomaly:** The SR zoning is an anomaly, as the property is surrounded by NR-zoned parcels. The narrative notes this as potential “spot zoning,” and at a minimum a zoning map problem created by the misunderstanding of the PUD regime across all 200 original acres. Rezoning to NR corrects this misalignment, ensuring consistency with adjacent properties and the TND vision, especially in light of recent adjoining property Planning Commission Recommendations.
- **Legal and Planning Compliance:** The rezoning meets Mississippi's “change and mistake” rule, as the neighborhood's character has evolved significantly since the SR designation. Oxford's ordinances and Vision 2037 Comprehensive Plan further support NR zoning as a means to achieve sustainable growth.

University housing adapts to increase in student population

by Kharley Redmon — August 25, 2024 Reading Time: 7 mins read



The UW student move-in team helps parents and students unload vehicles outside of DC South on Aug 18. Photo by Maria Ramirez.

Three consecutive years of record-breaking freshman classes has caused the University of Mississippi to expand housing options and has created uncertainty for students as they sit on housing waitlists and struggle to find off-campus accommodations.

When Assistant Vice Chancellor and Director of Student Housing John Yaun joined the university in 2019, there was a strategic plan for student housing.

“Because of all the changes, much of that strategic plan is almost obsolete or not

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S.A. in English
S.P.A. in Creative Writing

STUDY LITERATURE
GREATEST LITERARY TOWNS

WaitChats for the Books
(Image credit: Instagram)

Legal and Administrative Criteria

Change and Mistake Rule

The rezoning meets the legal standards required by Mississippi’s rezoning laws. The impact of Highland Square becoming Rowandale (NR Development) and being sold into separate fee simple structures; the development of North Lamar and the Lamar mixed use; the significant pending development of the other sites front Christman and Molly Barr, including, but not limited to Chickasaw Creek Condominium (NR Development), reduction and partial dissolution of the Blackberry Hills “PUD” and the subsequent changes in surrounding developments demonstrate that the neighborhood character has evolved significantly since the most recent zoning designations. This justifies rezoning the property from Suburban Residential (SR) to Neighborhood Residential (NR), ensuring that the property is developed in line with current conditions and future growth expectations.

Compliance with City Ordinances

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

Further, Mississippi courts have declined to establish a bright line test for defining what constitutes a “neighborhood.” For example, in one case, the Court recognized that the “neighborhood” constitutes 25% of the municipality, two miles away and across an interstate. If that is the case for even more NR parcels with NR and higher density developments can be found with even LESS SR designation. This is just not an SR area anymore and will not be developed to be one based on projects proposed next door that are in the pipeline.

Summary

The graphic depiction of the ½ acre parcel has changed from an undeveloped, low-density-zoned property in a semi-rural context to a site primed for higher-density development within a dynamic, mixed-use neighborhood. The proposed NR zoning:

- Replaces an outdated SR zoning and questionable “PUD” designation.
- Aligns with surrounding NR properties and recent developments like Colonnade, the Lamar, the Bluffs, Rowandale and Chickasaw Creek Condominium.
- Addresses Oxford’s housing crisis by enabling attached housing for immediate rental needs and future single-family use.
- Supports sustainable development by minimizing environmental impact.
- Conforms to Vision 2037’s TND goals for walkable, connected communities.
- **Traffic Impact:** The narrative confirms that NR zoning will not significantly increase traffic, as new infrastructure (e.g., Molly Barr roundabout) and route preferences (e.g., State Route 7 for northern travel) mitigate congestion risks.
- **Legal Clarity:** Blackberry Hills PUD’s lack of formal documentation strengthens the case for rezoning, as it removes ambiguity and aligns with current planning standards.

FILED
STATE OF MISSISSIPPI
LAFAYETTE COUNTY

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

2007 MAY -8 AM 10:52

CHANCERY CLERK

BY DC
WARRANTY DEED

Chancery Clerk
Lafayette County, Mississippi
I certify the instrument
was recorded on
MAY 9 2007 10:17:57AM
Instrument 200704529 Page 1 of 3
Witness my hand and seal
 O.C.
Sherry Wall

FOR AND IN CONSIDERATION of the sum of **TEN and No/100ths**
(\$10.00) DOLLARS, cash in hand paid and other good and valuable
consideration, the receipt and sufficiency of all of which is
hereby acknowledged, **ALUMNI PROPERTIES, LLC, an Alabama Limited**
Liability Company, does hereby grant, bargain, sell, convey and
warrant unto

DENNIS R. FITTS and wife, BETH L. FITTS,
as joint tenants with full rights of survivorship,
and not as tenants in common,

that certain real property, and all appurtenances thereto, lying
situate in Lafayette County, Mississippi, particularly described
as follows:

A 0.438 acre, more or less, fraction of the Northeast
Quarter of Section 16, Township 8 South, Range 3 West,
Lafayette County, Mississippi, being more particularly
described as follows:

Commencing at a rebar in a ditch on the West line of
Lafayette County Road No. 174, located 970.93 feet South and
888.29 feet West of the Northeast Corner of Section 16,
Township 8 South, Range 3 West, run along the ditch the
following: North 72°16'10" West a distance of 265.34 feet;
thence North 00°22'59" East a distance of 84.33 feet; thence
North 53°44'44" West a distance of 232.57 feet to the Point
of Beginning.

From said Point of Beginning, run thence South 80°13'44"
West a distance of 40.68 feet along the ditch; run thence
North 59°44'04" West a distance of 43.73 feet along the
ditch; run thence, leaving said ditch, North 33°39'11" East
a distance of 139.24 feet; run thence North 67°32'48" East a
distance of 92.60 feet; run thence South 30°56'46" East a
distance of 98.70 feet; run thence South 58°55'10" West a
distance of 158.37 feet along the existing Fitts property
line to the Point of Beginning.

Ad Valorem taxes for calendar year 2007 shall be borne in
full by the Grantor.

The warranty herein contained is subject to, and there is
excepted therefrom, any coal, oil, gas or other mineral interests
attendant to the subject real property that may have been
retained or conveyed by the Grantor's predecessors in title.

WITNESS THE EXECUTION of this instrument on this, the _____ day of April, 2007.

ALUMNI PROPERTIES, LLC,
an Alabama Limited
Liability Company

By: 
DWIGHT T. BROWN
Member/Manager

STATE OF GEORGIA

COUNTY OF COBB

THIS DAY PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named DWIGHT T. BROWN, in his capacity of Member/Manager of ALUMNI PROPERTIES, LLC, an Alabama Limited Liability Company, who acknowledged that in such capacity he signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned, for and on behalf of said limited liability company and as its act and deed, having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this, the 30th day of April, 2007.


NOTARY PUBLIC

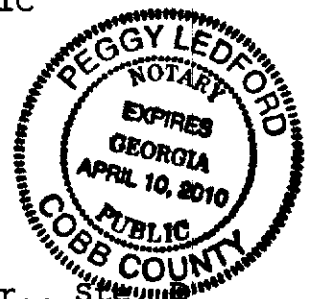
My Commission Expires:

April 10, 2010

ADDRESSES:

Grantees:
P. O. Box 1
Oxford, Mississippi 38655
(662) 234-2244 (h)

Grantor:
2006 Executive Park Dr., Ste 100
Opelika, Alabama 36801
(334) 742-0809



This instrument prepared by:

William T. Sloan, Lawyer

Mississippi State Bar No. 6845
P. O. Box 913, 1130 North Lamar
Oxford, Mississippi 38655

(662) 234-1667



Memorandum

To: Mayor and Board of Aldermen
From: Ben Requet, AICP, Planning Director
Date: August 19, 2025
Re: First Reading of a Zoning Map Amendment request (Case #3255) by Andy Callicutt, to amend the Blackberry Hills Planned Unit Development for property located on Northwood Trails & Christman Road. (PPIN #4975, #5004, #5047, #26268 & #30362)

Request: This is a request for a Zoning Map Amendment to amend the Blackberry Hills Planned Unit Development. At the August 11, 2025, Planning Commission meeting, after determining that there was sufficient change in the character of the neighborhood and that there was a public need, Commissioner Latimer made a motion to recommend approval of the requested rezoning to the Mayor and Aldermen that was seconded by Commissioner Murphy. The motion carried with a unanimous vote 6-0 vote. Therefore, the Commission recommended approval of the requested rezoning.

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

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

At the July 2025 Planning Commission meeting, the Planning Commission recommended approval of a rezoning for 10 acres east of this property (Case #3244), and a rezoning (Case #3245) to remove the same 10 acres, plus all of the Rowandale property from the Blackberry Hills PUD.

In this request, the applicant is seeking a Zoning Map Amendment to establish a new vision for the remaining +/- 193 acres of the Blackberry Hills PUD. While the underlying zoning remains unchanged, this proposal provides the elements of a PUD that are required in the Land Development Code.

The PUD plan indicates five areas.

- **Area 1** (indicated in light pink on the plan.) measures approximately 1.60 acres with all development being consistent with the Traditional Neighborhood Business standards. This area is located at the entry into the development on Blackberry Hills Parkway, with frontage on Molly Barr Road.
- **Area 2** (indicated in yellow on the plan.) consists of two tracts that are split by a primary road through the development. This area measures approximately 26 acres with all development being consistent with the Suburban Multi-Family standards. This area is located at the entry to the development in the southeast quadrant of the property.
- **Area 3** (indicated in fuchsia on the plan.) consists of four tracts that are split by a primary road and open space in the development. This area measures approximately 141 acres with all development being consistent with the Neighborhood Residential standards. This area encompasses the majority of the development and is located in the center and northern parts of the property.
- **Area 4** (indicated in green on the plan.) consists of three tracts measuring approximately 17.5 acres intended to be used for open space, recreational, pedestrian and cycling facilities and stormwater detention.
- **Area 5** (indicated in gray on the plan.) consists of the public road infrastructure intended for the site. Roads are planned to connect to Blackberry Hills Parkway, Ironwood Lane, and to Dooley Road on the northern portion of the site.

State Requirements for Rezoning:

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

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

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

In another case, the court stated: “Before property is reclassified, applicant seeking rezoning must prove beyond by clear and convincing evidence either that there was mistake in original

zoning, or that character of neighborhood had changed to such an extent as to justify rezoning, and that public need existed for rezoning” . (City of Biloxi v. Hilbert, 1992)

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

Change and Need:

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

Lack of Clarity in the Original PUD

A key driver behind this modification is the lack of specificity and clarity in the original 2005 PUD documents. The initial approval included only limited information regarding architectural standards, site layout, land use relationships, and pedestrian circulation. As a result, subsequent development within the PUD area occurred without a consistent or enforceable framework, leading to fragmented design outcomes and confusion regarding long-term planning intent. The absence of defined development guidelines has made it challenging for the City to apply uniform standards and for stakeholders to understand what future phases of the project should look like.

This proposed PUD modification addresses those deficiencies by establishing clear and enforceable development standards. These include detailed guidance on permitted uses, building placement, architectural elements, open space integration, and connectivity requirements. The intent is to create a transparent and predictable development process that provides both flexibility and structure as the project continues to build out.

Contextual Changes in the Neighborhood

Since the original approval of the Blackberry Hills PUD in 2005, the surrounding area has undergone significant transformation. The Rowandale development, initially envisioned as part of the PUD, has evolved into a separate condominium association with its own identity, governance, and design guidelines. South of the site, the construction of The Lamar, a mixed-use residential and commercial development, has added density and urban character to the Molly Barr corridor. Infrastructure improvements by the City—including the construction of two modern roundabouts along Molly Barr Road—will significantly enhance traffic flow and safety while supporting the corridor’s transition into a key connector within the City’s transportation network.

Purpose of the PUD Modification

The proposed PUD modification is intended to bring the revised development into full compliance with the current Land Development Code and to clearly establish updated development parameters for future phases. It introduces modern planning standards for site design, building orientation, open space, multimodal transportation, and architectural character, ensuring clarity and consistency for city officials, developers, and community members.

Vision for the Updated PUD

The revised Blackberry Hills PUD envisions a thoughtfully planned, walkable, and connected community that blends residential, commercial, and mixed-use development. Land uses are intentionally arranged to foster internal connectivity, minimize vehicle dependence, and promote neighborhood-scale amenities. Enhanced pedestrian infrastructure—including widened sidewalks, greenways, and bicycle routes—will support active transportation and increase accessibility.

These improvements align directly with the City of Oxford’s Comprehensive Plan and reflect the City’s long-term goals of sustainable growth, connectivity, and quality placemaking. The updated PUD provides a clear, adaptable framework that supports the evolving needs of the Oxford community while enhancing the character and cohesion of the surrounding neighborhood.

Mistake:

There is not a mistake in this instance.

Additional Staff Comments:

During the Comprehensive rezoning in 2017, Staff met with one of the owners of the Blackberry Hills PUD about removing the PUD designation due to inactivity of the development and due to the lack of detailed information to facilitate the development of the PUD. While the owner was receptive to the conversation, ultimately it was determined by the owners of the property to keep the PUD in place. Staff evaluated the proposed uses in the PUD plan and assigned land uses it felt most appropriate and consistent with the proposed Land Development Code.

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

The proposed changes will facilitate the development of this property more consistent with the current Land Development Code. The proposal establishes the uses, bulk requirements, lot coverage, design standards, access and circulation, landscaping and screening, signage, utilities (electric, sanitary sewer and water), and stormwater management for development in the proposed five areas are to be consistent with the Land Development Code. The application also provides a *Project Schedule* for the PUD. Construction of Areas 2, 3 & 5 are to commence in 2025 (pending site plan and subdivision approvals), while Area 1 will commence in 2026. The anticipated date of completion for the full build-out of the PUD is 2035.

Recommendation: The Mayor and Board will have to determine if the proposal is a desirable change. Staff believes that there is sufficient evidence of change and need to support the rezoning of this property as requested.

Planning Commission Meeting (August 11, 2025)

A link to the recording of the August 11th, 2025, Planning Commission meeting is provided below. As this meeting was held on Tuesday, the draft minutes are still in production.

[Case #3255 – Blackberry Hills Callicutt Rezoning](#) (This item should begin at 42:41)

Planning Commission Recommendation:

At the August 11, 2025, Planning Commission meeting, after determining that there was sufficient change in the character of the neighborhood and that there was a public need, Commissioner Latimer made a motion to recommend approval of the requested rezoning to the Mayor and Aldermen that was seconded by Commissioner Murphy. The motion carried with a unanimous vote 6-0 vote.

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

**Case 3255**

To: Oxford Planning Commission
From: Benjamin Requet, AICP; Director of Planning
Date: August 11, 2025

Applicant: Andy Callicutt
Owner: Same
Request: Zoning Map Amendment to Amend the Blackberry Hills PUD
Location: Northwood Trails & Christman Road (PPIN #4975, #5004, #5047, #26268 & #30362)
Zoning: PUD - Planned Unit Development; underlying zoning (SR) Suburban Residential

Surrounding Zoning:

North: County A1
East: (NR) Neighborhood Residential
South: (INST) Institutional-Education
West: (INST) Institutional-Public Open Space

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

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

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These improvements align directly with the City of Oxford’s Comprehensive Plan and reflect the City’s long-term goals of sustainable growth, connectivity, and quality placemaking. The updated PUD provides a clear, adaptable framework that supports the evolving needs of the Oxford community while enhancing the character and cohesion of the surrounding neighborhood.

Mistake:

There is no mistake indicated in this application.

Additional Staff Comments:

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

keep the PUD in place. Staff evaluated the proposed uses in the PUD plan and assigned land uses it felt most appropriate and consistent with the proposed Land Development Code.

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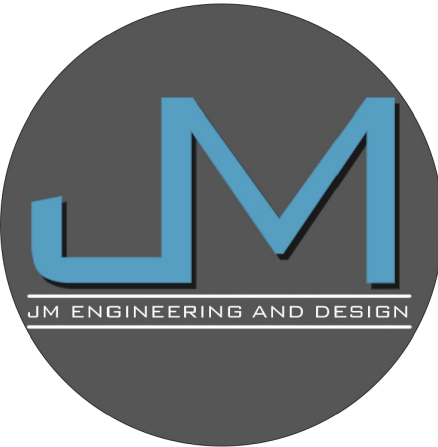
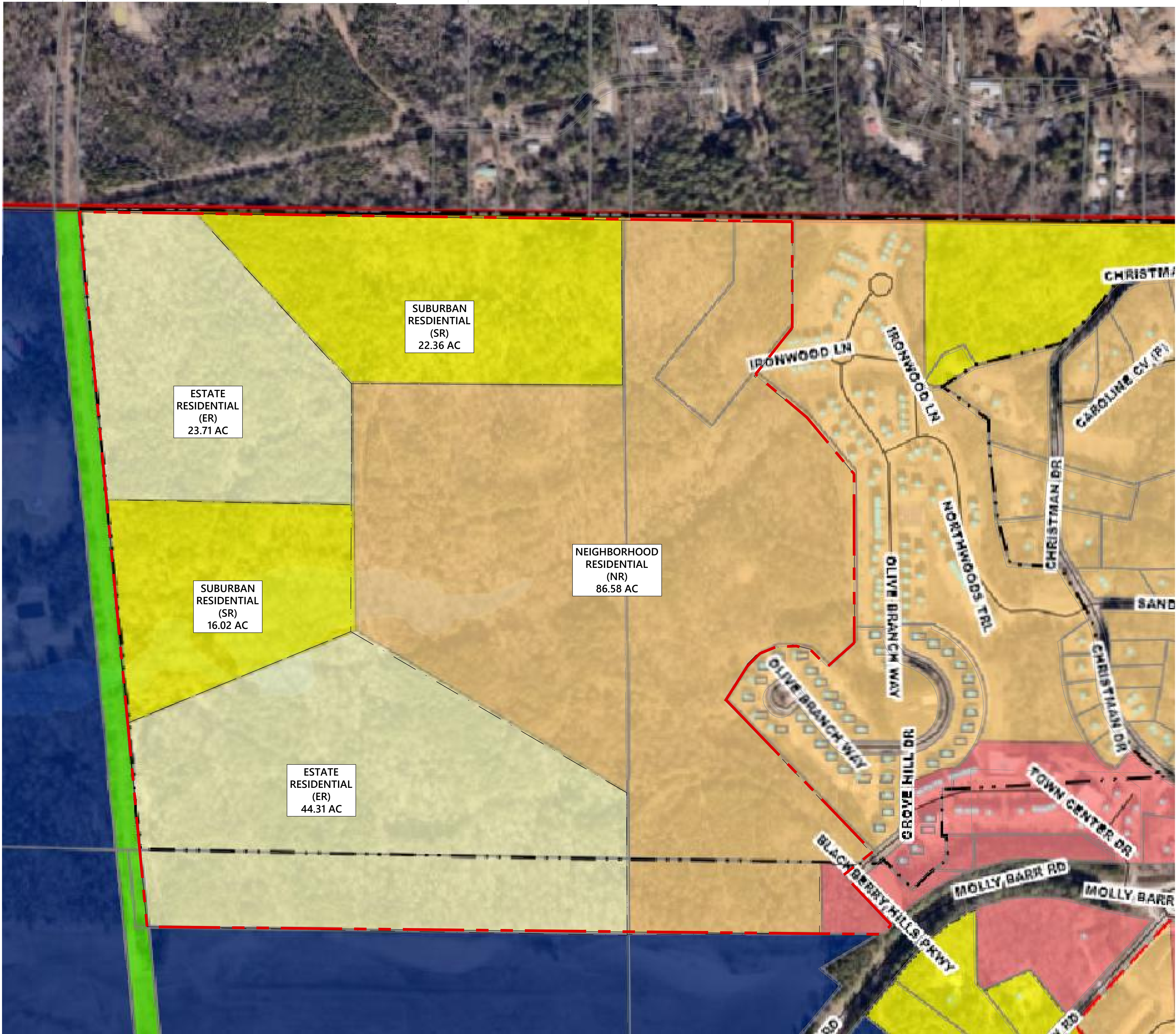
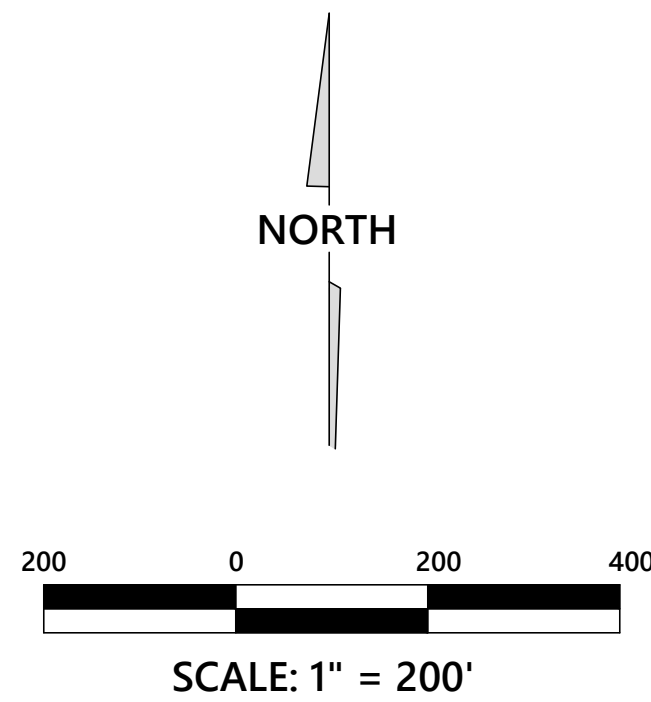
Recommendation: The Commission will have to determine if the proposal is a desirable change. Staff believes that there is sufficient evidence of change and need to support the rezoning of this property as requested.

SITE DATA TABLE

PROPERTY AREA: 192.98 AC

CURRENT ZONING:

NR - 86.58 AC
SR - 38.38 AC
ER - 68.02 AC



JM ENGINEERING
AND DESIGN, LLC
OXFORD, MS
(662) 801-8803

CURRENT ZONING

BLACKBERRY HILLS

ZONING CHANGE REQUEST

CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY	JRM
CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	06/01/2024
SCALE	1" = 200'
REVISION	

C-100

Blackberry Hills original PUD layout density table

These are all legacy zoning district classifications from Oxford's previous Land Development Code

PRELIMINARY SITE DATA DEVELOPMENT SUMMARY				
	TRACT TYPE	ACREAGE +/-	LOT QTY +/-	
	OPEN SPACE/GREENBELT	45 ACRES		
☐	TRACT 1 R-1A	40 ACRES	140 LOTS	
☐	TRACT 2 R-1A	16 ACRES	56 LOTS	
☐	TRACT 3 MIXED USE	28 ACRES	DENSITY TO VARY	
☐	TRACT 4 C-E	20 ACRES	10-20 LOTS	
☐	TRACT 5 R-E	36 ACRES	65-140 LOTS	
☐	TRACT 6 R-1A	9 ACRES	25-45 LOTS	
☐	TRACT 7 R-E	18 ACRES	30 LOTS	
☐	TRACT 8 C-E	15 ACRES	13 LOTS	
☐	TRACT 9 VILLA CLUSTER	22 ACRES	220-300 UNITS	
☐	TRACT 10 VILLA CLUSTER	5 ACRES	10-70 UNITS	
☐	TRACT 11 R-E	8 ACRES	16-30 LOTS	
LOT TYPE, SIZES, ACREAGE USES AND QUANTITIES ARE PRELIMINARY AND INTENDED TO BE USED AS A GUIDE FOR REVIEW DEVELOPMENT INTENT AND CHARACTER.				

Tracts 1 (R-1A), 2 (R-1A), and 11 (R-E) were a part of Grove Hill, accounting for 212-230 Lots. All of those zoning classifications being single-family would equate to the same number of dwelling units.

Tract 3 – Mixed Use allowed uses including Multi-Family Residential – just not exclusively Multi-Family – 28 Acres. Usually, it would be a combination of neighborhood Commercial and Multi-Family.

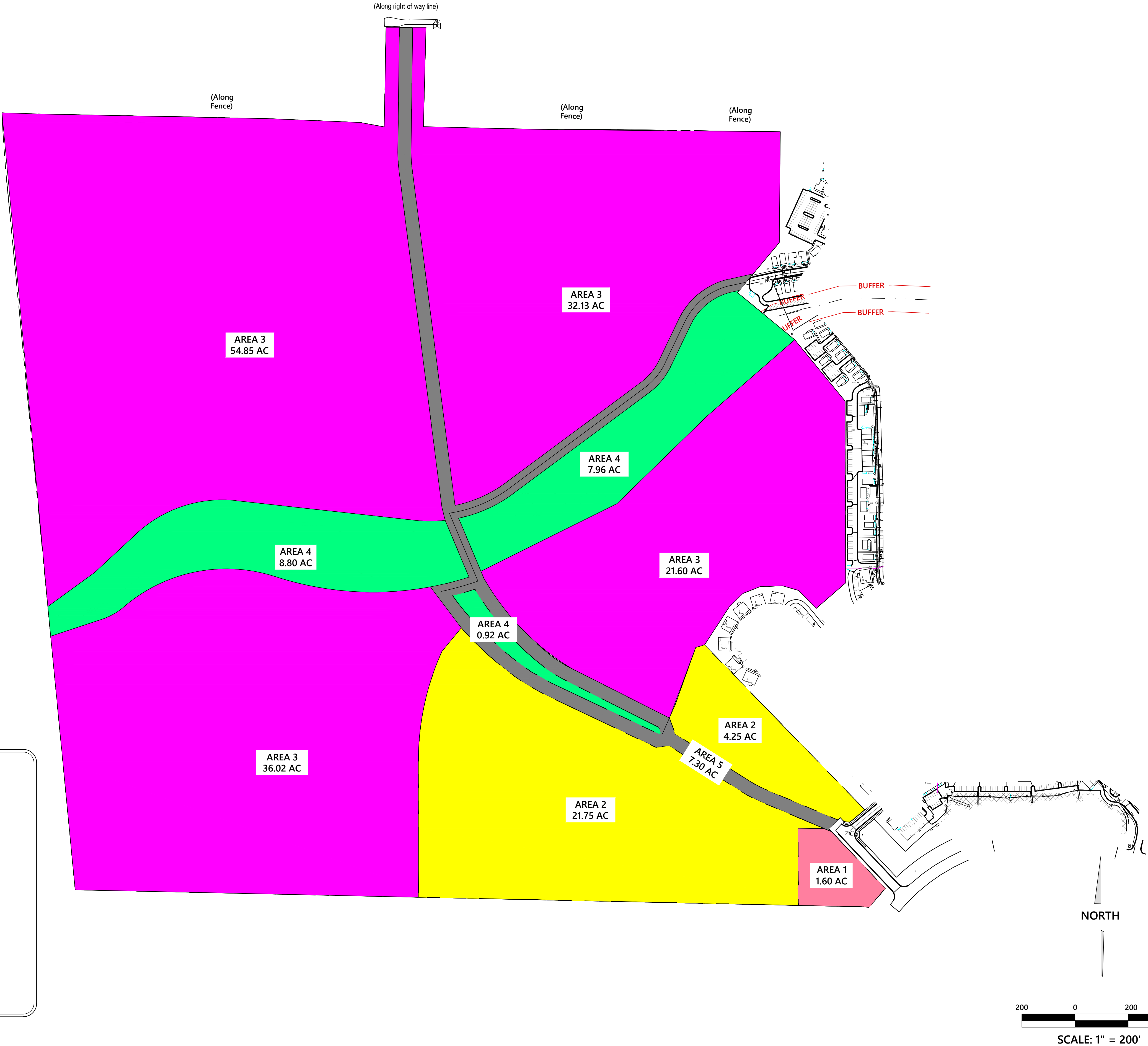
Tracts 4 & 8 – C-E=Country Estate; minimum lot size of 1-acre

Tracts 5 & 7 – R-E=Residential Estate: minimum lot area of 15,000 square feet

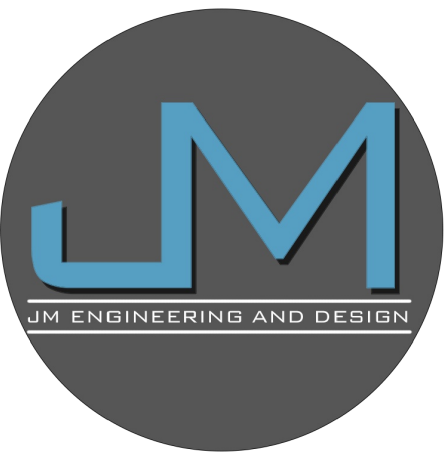
R-A=Single-Family: minimum lot area of 9,500 square feet

Tract 6 – R-1A=Single-Family: minimum lot area of 7,500 square feet

Tracts 9 & 10 – “Villa Cluster” (a concept rather than zoning classification) intended to allow 230-370 dwelling units (a density of up to 13.7 DUs per acre)



SITE DATA TABLE			
PROPERTY AREA: 193.87 AC			
PROPOSED PUD AREA:			
LOCATION	LAND USE	ACREAGE	
AREA 1	TRADITIONAL NEIGHBORHOOD BUSINESS	1.60	
AREA 2	SUBURBAN MULTI-FAMILY	26.00	
AREA 3	NEIGHBORHOOD RESIDENTIAL	141.29	
AREA 4	OPEN SPACE	17.68	
AREA 5	ACCESS ROAD RIGHT-OF-WAY	7.30	



JM ENGINEERING
AND DESIGN, LLC
OXFORD, MS
(662) 801-8803

SITE DEVELOPMENT PLAN

BLACKBERRY HILLS PUD MODIFICATION

BLACKBERRY HILLS PKWY

CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY	JRM
CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	06/01/2025
SCALE	
REVISION	

C-100

I. General Statement

Blackberry Hills PUD is a 193.87-acre Planned Unit Development that provides a combination of shopping, retail, and residential housing serving north Oxford. The development is located adjacent to and west of the Rowandale community on the north side of Molly Barr Road.

The existing Blackberry Hills Planned Unit Development (PUD), originally established in 2005, was approved under a prior version of the City of Oxford's Land Development Code. As such, it no longer conforms to current development standards and policies. In 2024, the property changed ownership, prompting a renewed interest in revitalizing the vision for the project in a manner consistent with the City's updated regulations and community planning goals. Additionally, in August 2025, a 10-acre portion of the original PUD was removed by formal amendment, reducing the total acreage and providing an opportunity to re-evaluate and refine the development's future direction.

Lack of Clarity in the Original PUD

A key driver behind this modification is the lack of specificity and clarity in the original 2005 PUD documents. The initial approval included only limited information regarding architectural standards, site layout, land use relationships, and pedestrian circulation. As a result, subsequent development within the PUD area occurred without a consistent or enforceable framework, leading to fragmented design outcomes and confusion regarding long-term planning intent. The absence of defined development guidelines has made it challenging for the City to apply uniform standards and for stakeholders to understand what future phases of the project should look like.

This proposed PUD modification addresses those deficiencies by establishing clear and enforceable development standards. These include detailed guidance on permitted uses, building placement, architectural elements, open space integration, and connectivity requirements. The intent is to create a transparent and predictable development process that provides both flexibility and structure as the project continues to build out.

Contextual Changes in the Neighborhood

Since the original approval of the Blackberry Hills PUD in 2005, the surrounding area has undergone significant transformation. The Rowandale development, initially envisioned as part of the PUD, has evolved into a separate condominium association with its own identity, governance, and design guidelines. South of the site, the construction of The.Lamar, a mixed-use residential and commercial development, has added density and urban character to the Molly Barr corridor. Infrastructure improvements by the City—including the construction of two modern roundabouts along Molly Barr Road—will significantly enhance traffic flow and safety while supporting the corridor’s transition into a key connector within the City’s transportation network.

Purpose of the PUD Modification

The proposed PUD modification is intended to bring the revised development into full compliance with the current Land Development Code and to clearly establish updated development parameters for future phases. It introduces modern planning standards for site design, building orientation, open space, multimodal transportation, and architectural character, ensuring clarity and consistency for city officials, developers, and community members.

Vision for the Updated PUD

The revised Blackberry Hills PUD envisions a thoughtfully planned, walkable, and connected community that blends residential, commercial, and mixed-use development. Land uses are intentionally arranged to foster internal connectivity, minimize vehicle dependence, and promote neighborhood-scale amenities. Enhanced pedestrian infrastructure—including widened sidewalks, greenways, and bicycle routes—will support active transportation and increase accessibility.

These improvements align directly with the City of Oxford’s Comprehensive Plan and reflect the City’s long-term goals of sustainable growth, connectivity, and quality placemaking. The updated PUD provides a clear, adaptable framework that supports the

evolving needs of the Oxford community while enhancing the character and cohesion of the surrounding neighborhood.

Designated Areas:

- **Area 1 (1.60 acres)** – TNB (Traditional Neighborhood Business)
 - **Area 2 (26.00 acres)** – SMR (Suburban Multi-Family Residential)
 - **Area 3 (141.29 acres)** – NR (Neighborhood Residential)
 - **Area 4 (17.68 acres)** – Green Space / Stormwater Detention with a walking trail
 - **Area 5 (7.30 acres)** – Access Road Right-of-Way
-

II. Master Plan General Guidelines

- A. Unified mixed-use Community PUD per Land Development Code.
 - B. Common open spaces will include pedestrian systems to encourage usage.
 - C. Development will complement surrounding land uses and encourage high-quality adjacent development.
-

III. Uses Permitted

- **Area 1:** Commercial, professional offices, and mixed-use residential (TNB zoning).
 - **Area 2:** Multi-family housing (SMF zoning).
 - **Area 3:** Residential, including detached/attached dwellings; excludes high-density multi-family (NR zoning).
 - **Area 4:** Recreational, stormwater detention, bike paths, walking trails (Open Space designation).
 - **Area 5:** Public infrastructure/utilities as governed by the City of Oxford.
-

IV. Bulk Requirements

A. Maximum Gross Densities:

Area	Acreage	FAR	Max Density
1 (TNB)	1.60	2.5	39 Bedrooms/Acre
2 (SMF)	26.00	None	52 Bedrooms/Acre
3 (NR)	141.29	None	9 Dwelling Units/Acre
4 (Open Space)	17.68	None	N/A
5 (ROW)	7.30	None	N/A

B. Minimum Lot Sizes:

- Area 1: None
- Area 2: SFD – 5,000 SF; SFA – 7,500 SF
- Area 3: SFD – 5,000 SF; SFA – 10,000 SF; Triplex – 12,000 SF; Quadplex – 15,000 SF
- Area 4: 1.44 acres
- Area 5: None

C. Maximum Heights:

- Area 1 (TNB): 40', max 3 stories
- Area 2 (SMF): 40', max 3 stories
- Area 3 (NR): 38', max 2 stories
- Area 4: 25'
- Area 5: None

D. Building Setbacks:

<i>Setback</i>	<i>Area 1</i>	<i>Area 2</i>	<i>Area 3</i>	<i>Area 4</i>	<i>Area 5</i>
<i>Front</i>	0'–58'	10'–60'	10'–20'	N/A	N/A
<i>Side</i>	10'	10'–25'	0'–10'	N/A	N/A
<i>Rear</i>	25'	25'–30'	25'–30'	N/A	N/A

E. Maximum Impervious Coverage:

- Area 1 (TNB): 80%
 - Area 2 (SMF): 65%
 - Area 3 (NR): 60%
 - Area 4 (Open Space): 10%
 - Area 5 (ROW): None
-

V. Design Standards

All design standards not addressed in the PUD shall follow the City of Oxford's Land Development Code.

VI. Access and Circulation

- A. Area 5 dedicates 7.30 acres for ROW per Land Development Code.
- B. All public improvements shall meet City specifications and Sheet 3 of the Site Development Plan.
- C. Private/service drives must meet City standards.
- D. Street lighting must meet City standards; developer may propose alternatives.

E. Sidewalks are required.

F. Street geometry must comply with City standards.

VII. Landscaping, Screening, and Open Space

A. Minimum open space: 15% of total site area.

Area	Acreage	Required Open Space	Provided Open Space
1	1.60	6,970 SF (10%)	-
2	26.00	169,884 SF (15%)	-
3	141.29	2,461,871 SF (40%)	-
4	17.68	100%	770,141 SF
5	7.30	None	-
Total	-	1,266,747 SF (15%)	3,408,866 SF (40.4%)

B. Area 1 shall provide usable open space for commercial developments.

C. Landscaping, screening, and tree preservation per Land Development Code.

D. Refuse/loading areas must be screened.

E. Street lighting shall be consistent and meet Code.

F. Construction must follow erosion/sediment control guidelines.

G. Walking trails in Area 4 will preserve natural vegetation.

H. Area 4 shall be maintained by a Property Owner's Association established prior to final plat approval.

VIII. Signs

- A. A sign policy shall be submitted and approved by the Planning Commission.
 - B. Locations of signage will be reviewed in future site plans.
-

IX. Sanitary Sewer

- A. Developer will provide all sanitary sewer per Code and Public Works specs.
 - B. Sizes to be determined during subdivision/site plan review.
 - C. State approvals are required.
-

X. Water Supply

- A. Developer to provide all water infrastructure per Code.
 - B. Fire protection systems must meet IFC and City standards.
-

XI. Stormwater Management

- A. All impervious development must meet stormwater ordinance.
 - B. Materials must meet State and City standards.
 - C. Regional and site-specific stormwater systems will be used.
 - **Area 1 & 2:** Maintained by respective developers.
 - **Area 3:** Maintained by HOA.
 - **Dissolution:** Open space becomes tenant-in-common ownership among property owners.
-

XII. Electric Service

All areas to be served by Oxford Electrical Department; developer responsible for costs.

XIII. Modifications

Planning Commission and/or Board of Aldermen may approve equivalent alternatives to PUD requirements.

XIV. Project Schedule

<i>Area</i>	<i>Description</i>	<i>Timeline</i>
Area 5	Streets, drainage, infrastructure	Fall 2025 – Spring 2026
Area 2	Stormwater facility, trail, landscaping	Fall 2025 – Spring 2026
Area 1	Commercial, mixed-use	Begin 2026
Area 3	Residential	Late 2025

Estimated full build-out: **2035**

XV. Land Development Code Compliance

This PUD shall conform to the most current Land Development Code unless specifically modified.

XVI. Legal Description

Description Tract 1: A tract of land being a fraction of Section 16 and the Southwest Quarter (SW 1/4) of Section 9, Township 8 South, Range 3 West, Lafayette County, Mississippi; being described in more detail as follows:

Commencing at a cotton picker spindle found marking the Northeast corner of Section 16, Township 8 South, Range 3 West, Lafayette County, Mississippi; run thence N 89°45'04" W for a distance of 1,946.13 feet to a 1/2" rebar found marking the Northwest corner of Rowendale, A Condominium, said rebar being the Point of Beginning of this description; run thence along the West line of Rowendale, A Condominium as follows: S 00° 05' 55" E for a distance of 417.31 feet to a 1/2" rebar found; run thence S 39° 27' 52" W for a distance of 245.39 feet to a 1/2" rebar found; run thence S 50° 54' 37" E for a distance of 278.94 feet to a 1/2" rebar found; run thence S 39° 45' 06" E for a distance of 298.71 feet to a 1/2" rebar found; run thence S 00° 34' 43" E for a distance of 684.03 feet to a 1/2" rebar found; run thence S 48° 36' 25" W for a distance of 147.06 feet to a 1/2" rebar found; run thence N 45° 02' 55" W for a distance of 96.27 feet to a 1/2" rebar found; run thence N 74° 32' 52" W for a distance of 60.67 feet to a 1/2" rebar found; run thence S 87° 47' 44" W for a distance of 84.37 feet to a 1/2" rebar found; run thence S 68° 11' 59" W for a distance of 69.82 feet to a 1/2" rebar found; run thence S 44° 54' 53" W for a distance of 73.43 feet to a 1/2" rebar found; run thence S 32° 42' 03" W for a distance of 169.86 feet to a 1/2" rebar found; run thence S 44° 34' 09" E for a distance of 865.73 feet to a 1/2" rebar found on the North right-of-way line of Grove Hill drive (25.00 feet from centerline); run thence S 49° 58' 16" W along said North line for a distance of 72.81 feet to a 1/2" rebar set (25.00 feet from centerline); run thence N 85° 02' 36" W leaving said North line and along a right-of-way line flare for a distance of 22.41 feet to a 1/2" rebar set on the East right-of-way line of Blackberry Hills Parkway(30.00 feet from centerline); run thence along the East, North, and West right-of-way line of Blackberry Hills Parkway as follows: N 44° 03' 52" W for a distance of 20.12 feet to a 1/2" rebar set (30.00 feet from centerline extension); run thence

S 46° 14' 03" W for a distance of 60.00 feet to a 1/2" rebar set (30.00 feet from centerline extension); run thence S 43° 44' 09" E for a distance of 310.16 feet to a 1/2" rebar set at the intersection of the East right-of-way line of Blackberry Hills Parkway and The North right-of-way line of Molly Bar Road(30.00 feet from centerline Blackberry Hills Parkway and 76.17 feet from centerline of Molly Bar Road), said rebar also being at the beginning of a circular curve to the left; run thence leaving said West right-of-way line and along said North right-of-way line as follows: along said curve having an arc length of 34.88 feet, a chord bearing of S 40° 32' 41" W, a chord length of 34.88 feet, and a radius of 791.20 feet to a 6" x 6" concrete right-of-way marker found (75.46 feet from centerline); run thence S 40° 49' 05" W for a distance of 58.66 feet to a 1/2" rebar found (74.55 feet from centerline); run thence N 86° 19' 59" W for a distance of 25.48 feet to a 1 1/2" iron pipe found; run thence N 89° 08' 52" W leaving said right-of-way line and partially along the North side of a chain link fence line for a distance of 2,962.36 feet to a 1/2" rebar set on the East right-of-way line of Mississippi Central Railroad Company, passing the beginning of said fence line 2,732.13 feet back and leaving said fence line 92.94 feet back; run thence along said East right-of-way line as follows; N 05° 54' 15" W for a distance of 2,692.17 feet to a 1/2" rebar found at the beginning of a circular curve to the right; run thence along said curve having an arc length of 245.80 feet, a chord bearing of N 04° 14' 36" W, a chord length of 245.78 feet, and a radius of 5,033.42 feet to a 1/2"



MEMORANDUM

To: Mayor and Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO, Rob Neely, General Manager, Oxford Utilities

Date: August 19, 2025

Re: Request Permission for Execution of Contract Documents, Contract A – Anderson Production Wells No. 3 and No. 4

Engineering requests permission for the mayor to execute the contract documents related to the above-captioned project. The low bid of the **Donald Smith Company, for \$1,213,874.00** was accepted by the Board of Aldermen at the regular meeting on July 15th.



MEMORANDUM

To: Mayor and Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO, Rob Neely, General Manager, Oxford Utilities

Date: August 19, 2025

Re: Request Permission for Execution of Contract Documents, Contract B – Anderson Road Water Treatment Plant

Engineering requests permission for the mayor to execute the contract documents related to the above-captioned project. The low bid of **Cleveland Construction** for **\$3,555,000.00**, was accepted by the Board of Aldermen at the regular meeting on July 15th.



MEMORANDUM

To: Mayor and Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO, Rob Neely, General Manager, Oxford Utilities

Date: August 19, 2025

Re: Request Permission to Sign Task Order No. 14, Oxford Regional Supply and Treatment Project, Haley Well No. 2

Engineering requests permission for the mayor to sign Task Order No. 14 related to the above-captioned project. The low bid of **Donald Smith Company** was accepted by the Board of Aldermen at the regular meeting on August 5th in the amount of **\$2,783,120.00**.

**Waggoner Engineering, Inc.
Task Order Form**

Task Order No. #14: Oxford Regional Water Supply & Treatment (CE&I for Haley Well #2 Project)	
Total Pages: 4	
Date of Task Order: <u>August 8</u> , <u>2025</u>	
TASK ORDER TO THE GENERAL SERVICES AGREEMENT BETWEEN WAGGONER ENGINEERING, INC. AND CITY OF OXFORD, MISSISSIPPI	

This Task Order to the General Services Agreement between Waggoner Engineering, Inc. and City of Oxford, Mississippi dated November 2, 2017 and as amended on March 16, 2021, and May 20, 2025 is a part of, and is subject to all the terms and conditions of the Agreement unless specifically provided otherwise herein.

1. **Project Name:** **Oxford Regional Water Supply and Treatment Project (CE&I for Haley Well #2)**

2. **Project Number:** **101.2400132.000**

3. **Project Manager for Client:** **John Crawley**

4. **Project Manager for Waggoner:** **Audrey Lewis**

5. **Method of Compensation:** **Lump Sum**

6. **Task Order Amount:** **\$247,690.00**

7. **Scope of Work (see additional pages attached):** **Construction Engineering & Review services for Oxford Regional Water Supply and Treatment Project (Haley Well #2) as outlined in the contract documents.**

8. **Schedule of Performance:** **Original Contracted Construction Period-12 months**

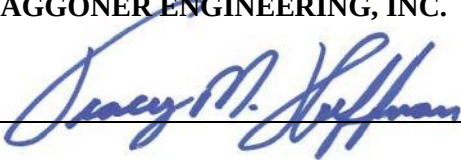
IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their duly authorized representatives effective as of the date set forth above.

CITY OF OXFORD

WAGGONER ENGINEERING, INC.

By: Robyn Tannehill

Title: Mayor, City of Oxford, MS


By: Tracy M. Huffman

Title: Sr. Vice-President

SCOPE OF SERVICES

A. CONSTRUCTION ENGINEERING AND REVIEW SERVICES

Construction engineering & review services are defined as engineering related work involved from the contract stage through the preparation and submission of the final estimate and supporting documents to the Board and shall generally include the following:

1. Schedule and conduct preconstruction conferences with contractors and other appropriate parties.
2. Issue Notice to Proceed to the Contractor AFTER the Board has concurred in the award of the contract.
3. Set survey control necessary for contractor to provide detail layout of the work.
4. Make sure all work is performed by the Prime Contractor and/or approved subcontractors. Prepare and issue construction change requests, and other supporting documentation for any changes anticipated to plans outside of unit price deviations as required by the Engineer in an orderly manner to allow for approval prior to accomplishing the work.
5. Construction review to ensure that the work performed is in accordance with the plans and specifications, including the incorporation of tested materials in the construction.
6. Prompt preparation and submission of Contractors' monthly estimates.
7. Maintain a project diary as the official project record as needed as determined by the Engineer, showing the Contractor's operations.
8. Check and verify the quantities of all materials incorporated in the project.
9. Coordinate material testing with testing personnel and maintain accurate test report files to ensure all materials incorporated into a project are supported by proper test reports.
10. Prompt request for final inspection upon completion of work.
11. Prompt preparation and submission of the final estimate and supporting documents to the Board for approval and payment.

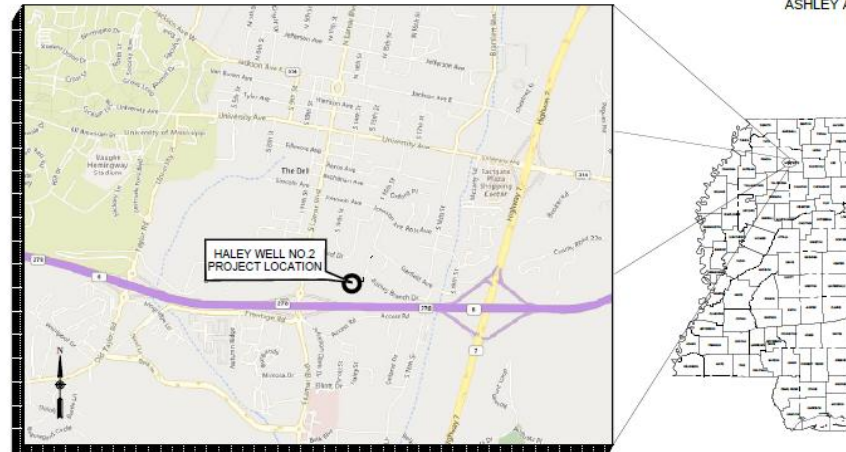
PROJECT EXHIBIT



OXFORD REGIONAL WATER SUPPLY
HALEY WELL NO. 2
CITY OF OXFORD, MISSISSIPPI

CITY OFFICIALS:
ROBYN TANNEHILL - MAYOR
BEN REQUET, AICP - DIRECTOR OF PLANNING
JOHN CRAWLEY, PE - CITY ENGINEER
MEGAN BAKER - BUILDING ADMINISTRATOR
ASHLEY ATKINSON - CITY CLERK

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C1.1	SITE LAYOUT
C1.2	GRADING & DRAINAGE
C1.3	RAW WATER LINE LAYOUT
C1.4	RAW WATER LINE LAYOUT
WD1.0	HALEY WELL NO.2 DETAILS
E0.1	ELECTRICAL LEGEND
E0.2	POWER RISER DIAGRAM
E0.3	CONTROL PANEL RISER DIAGRAM
E0.4	CONTROL PANEL LEGEND & DETAILS
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SD1.1	STANDARD DETAILS
SD1.2	STANDARD DETAILS
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SD2.1	FENCE DETAILS
SD3.0	TRAFFIC CONTROL PLAN
SD4.0	EROSION CONTROL DETAILS



AREA MAP
NOT TO SCALE

MAY 2025
WEI NO. 0020110.000



The City
of
Oxford
MISSISSIPPI

CONTACT INFORMATION
OXFORD CITY HALL
107 COURTHOUSE SQUARE
OXFORD, MS 38655
662-236-1310

BOARD OF ALDERMEN:
RICK ADDY - WARD I
MARK HUELSE - WARD II
BRIAN HYNEMAN - WARD III
KESHA HOWELL ATKINSON - WARD IV
PRESTON E. TAYLOR - WARD V
JASON BAILEY - WARD VI
MARY MARTHA CROWE - AT LARGE

OXFORD REGIONAL WATER SUPPLY
HALEY WELL NO. 2
OXFORD, MISSISSIPPI

[illegible]

CHARGE: 001	...	CLASS	ADD IN CLASS
DATE: 001	...	AGE	DATE BORN
PHONE: 001	...	TYPE	NUMBER TO CALL
THANK YOU			

COVER SHEET

G.0



MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

CC: Hollis Green, COO / Johnathan Mizell, Chief Building Official

Date: August 19, 2025

Re: Request for Permission to Work on Sundays in September,
Colonnade Self-Storage Facility, 1669 Bainbridge Street

Miller – Valentine, the primary contractor for the above-captioned project has requested permission to work on Sundays in September to complete the iron work and floor decking for the first and second floors of their building. The Sundays in September are as follows:

September 7
September 14
September 21
September 28

Re: Sunday work 1669 Bainbridge Oxford

From Allison Ferris <allison@oxfordms.net>

Date Wed 8/6/2025 9:31 AM

To Talbert, Jacob <jacob.talbert@millervallentine.com>

Cc John Crawley <john@oxfordms.net>; Norman Nichols <nichols@oxfordms.net>

Hi Jacob,

The next Board of Aldermen meeting is on August 19th. We will add this item to our list for the agenda.

If anything further is needed before the meeting, we will let you know.

Thanks!

Allison



Allison Ferris

Office Manager

Engineering Department

107 Courthouse Square
Oxford, MS 38655

t: (662) 232-2306

e: allison@oxfordms.net

w: www.oxfordms.net

From: Talbert, Jacob <jacob.talbert@millervallentine.com>

Sent: Wednesday, August 6, 2025 9:29 AM

To: Allison Ferris <allison@oxfordms.net>

Subject: Sunday work 1669 Bainbridge Oxford

Allison,

I am requesting permission to work all Sundays through the month of September.

We will be doing the iron work and floor decking for the first and second floor of our building.

Permit Number: **BLDC-012737-2025**

Address 1669 Bainbridge, Oxford, MS, 38655

Thanks,

Jacob Talbert

Superintendent

CELL | 936.230.9818



MILLERVALENTINE.COM

823 Gervais Street, Suite 200 | Columbia SC 29201



MEMORANDUM

To: Mayor and Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO

Date: August 19, 2025

Re: Request Acceptance of Infrastructure for Utilities and Street
Oxford Commons, Phase 1, Lot 4

Engineering requests the Board of Aldermen accept the infrastructure as constructed in the above-captioned area. This street is a connection to Commonwealth Boulevard that currently terminates in a roundabout with access to The Pearl development. This street would eventually connect to The Summit development in the north. The work has been inspected and tested by engineering. Please see attached.

Engineering requests acceptance of the infrastructure for the utilities and street in the Oxford Commons, Phase 1, Lot 4.

~DESCRIPTION OF PROPERTY~

A Fraction Of The Northeast Quarter Of Section 22, Township 8 South, Range 3 West, Lafayette County, Mississippi, And Containing 16.903 Acres. Being Lot 4 Of Oxford Commons Phase 1 As Recorded In Plat Cabinet B, Side 142 At The Chancery Clerk's Office Of Lafayette County, Mississippi. This Description Being In More Detail As Follows:

Commencing At A 24" Oak Tree Designated And Accepted As Being The Southeast Corner Of The Northeast Quarter Of Section 22, Township 8 South, Range 3 West, Lafayette County, Mississippi, Run Thence Due North A Distance Of 705.20 Ft To A Point, Thence Due West A Distance Of 622.84 To A ½" Iron Rod Found On The North Right-Of-Way Line Of Sisk Avenue, And Being The POINT OF BEGINNING;

Run Thence Due West Along Said North Right-Of-Way Line A Distance Of A Distance Of 623.50 Ft To A ¾" Iron Rod Found, Thence Due North Leaving Said North Right-Of-Way Line And Following Along The East Right-Of-Way Line Of Commonwealth Boulevard A Distance Of 310.17 Ft To A 1/2" Iron Rod Found, Thence With A Curve Turning To The Left Having An Arc Length Of 535.48 Feet, A Radius Of 720.00 Feet, A Chord Bearing Of North 21° 18' 22" West, And A Chord Length Of 523.22 Feet, To A 1/2" Iron Rod Found, Thence Leaving Said Right-Of-Way Line, Run North 45° 00' 00" East A Distance Of 85.89 Feet To A 1/2" Iron Rod Found, Thence With A Curve Turning To The Right Having An Arc Length Of 86.39 Feet, A Radius Of 170.00 Feet, A Chord Bearing Of North 59° 33' 25" East, And A Chord Length Of 85.46 Feet, To A 1/2" Iron Rod Set, Thence North 15° 53' 09" West A Distance Of 60.00 Feet To A 1/2" Iron Rod Set, Thence With A Curve Turning To The Right Having An Arc Length Of 227.04 Feet, A Radius Of 65.49 Feet, A Chord Bearing Of South 86° 34' 29" East, And A Chord Length Of 129.25 Feet, To A 1/2" Iron Rod Set, Thence South 74° 04' 37" East A Distance Of 32.74 Feet To A 1/2" Iron Rod Set, Thence North 74° 06' 51" East A Distance Of 25.79 Feet To A 1/2" Iron Rod Set, Thence Along A Circular Curve To The Left Having A Radius Of 230.00 Ft, An Arc Length Of 95.93 Ft, A Chord Bearing Of N 62° 09' 56" E, And A Chord Distance Of 95.24 Ft To A 1/2" Iron Rod Found, Thence N 50° 13' 01" E A Distance Of 246.55 Ft To A 1/2" Iron Pipe Found, Thence Along A Circular Curve To The Right Having A Radius Of 170.00 Ft, An Arc Length Of 41.02 Ft, A Chord Bearing Of N 57° 07' 49" E, And A Chord Distance Of 40.93 Ft To A 1/2" Iron Pipe Found, Thence N 64° 02' 37" E A Distance Of 104.45 Ft To A 1/2" Iron Rod Found, Thence Along A Circular Curve To The Left Having A Radius Of 230.00 Ft, An Arc Length Of 129.15 Ft, A Chord Bearing Of N 47° 57' 24" E, And A Chord Distance Of 127.46 Ft To A 1/2" Iron Rod Found, Thence N 31° 52' 11" E A Distance Of 25.90 Ft To A ½" Iron Rod Found, Thence Due South A Distance Of 1327.24 Ft To The Point Of Beginning Of This Description.

~DESCRIPTION OF EASEMENT 1~

A fraction of the Northeast Quarter of Section 22, Township 8 South, Range 3 West, Lafayette County, Mississippi, and Containing 3.107 Acres. This description being in more detail as follows:

Commencing at a 24" Oak Tree designated and accepted as being the Southeast Corner of the Northeast Quarter of Section 22, Township 8 South, Range 3 West, Lafayette County, Mississippi, Run thence Due North a distance of 705.20 Ft to a point, Thence due West a distance of 622.84 to a ½" Iron Rod Found on the North Right-Of-Way Line of Sisk Avenue, thence due North a distance of 1327.24 feet to a 1/2" iron rod found at the POINT OF BEGINNING;

From said Point of Beginning, run due North a distance of 145.75 feet to a 1/2" iron rod set; Thence North 89 Degrees 45 Minutes 26 Seconds East a distance of 121.71 feet to a 1/2" iron rod set; Thence North 00 Degrees 00 Minutes 20 Seconds West a distance of 28.48 feet to a 1/2" iron rod set; Thence South 89 Degrees 43 Minutes 19 Seconds West a distance of 56.66 feet to a 1/2" iron rod set; Thence North 34 Degrees 42 Minutes 53 Seconds West a distance of 141.63 feet to a 1/2" iron rod set; Thence North 30 Degrees 10 Minutes 28 Seconds East a distance of 50.29 feet to a 1/2" iron rod set; Thence North 09 Degrees 56 Minutes 46 Seconds West a distance of 42.00 feet to a 1/2" iron rod set; Thence North 40 Degrees 33 Minutes 51 Seconds West a distance of 65.06 feet to a 1/2" iron rod set; Thence North 65 Degrees 20 Minutes 49 Seconds West a distance of 48.17 feet to a 1/2" iron rod set; Thence North 08 Degrees 27 Minutes 45 Seconds West a distance of 56.19 feet to a 1/2" iron rod set; Thence North 33 Degrees 39 Minutes 23 Seconds West a distance of 52.70 feet to a 1/2" iron rod set; Thence South 56 Degrees 58 Minutes 27 Seconds West a distance of 30.38 feet to a 1/2" iron rod set; Thence South 00 Degrees 01 Minutes 44 Seconds West a distance of 102.08 feet to a 1/2" iron rod set; Thence South 40 Degrees 02 Minutes 05 Seconds East a distance of 68.36 feet to a 1/2" iron rod set; Thence South 11 Degrees 47 Minutes 00 Seconds West a distance of 62.17 feet to a 1/2" iron rod set; Thence South 22 Degrees 24 Minutes 22 Seconds East a distance of 184.57 feet to a 1/2" iron rod set; Thence South 28 Degrees 49 Minutes 49 Seconds West a distance of 165.67 feet to a 1/2" iron rod set; Thence South 73 Degrees 46 Minutes 43 Seconds West a distance of 227.49 feet to a 1/2" iron rod set; Thence South 51 Degrees 11 Minutes 53 Seconds West a distance of 365.83 feet to a 1/2" iron rod set; Thence with a curve turning to the right having an arc length of 115.42 feet, a radius of 65.49 feet, a chord bearing of South 37 Degrees 44 Minutes 58 Seconds East, and a chord length of 101.05 feet, to a 1/2" iron rod set; Thence South 74 Degrees 04 Minutes 37 Seconds East a distance of 32.74 feet to a 1/2" iron rod set; Thence North 74 Degrees 06 Minutes 51 Seconds East a distance of 25.79 feet to a 1/2" iron rod found; Thence with a curve turning to the left having an arc length of 95.93 feet, a radius of 230.00 feet, a chord bearing of North 62 Degrees 09 Minutes 56 Seconds East, and a chord length of 95.24 feet, to a 1/2" iron rod found; Thence North 50 Degrees 13 Minutes 01 Seconds East a distance of 246.55 feet to a 1/2" iron rod found; Thence with a curve turning to the right having an arc length of 41.03 feet, a radius of 170.00 feet, a chord bearing of North 57 Degrees 07 Minutes 49 Seconds East, and a chord length of 40.93 feet, to a 1/2" iron rod found; Thence North 64 Degrees 02 Minutes 37 Seconds East a distance of 104.45 feet to a 1/2" iron rod found; Thence with a curve turning to the left having an arc length of 129.15 feet, a radius of 230.00 feet, a chord bearing of North 47 Degrees 57 Minutes 24 Seconds East, and a chord length of 127.46 feet, to a 1/2" iron rod found; Thence North 31 Degrees 52 Minutes 11 Seconds East a distance of 25.90 feet back to the Point of Beginning.

~DESCRIPTION OF EASEMENT 2~

A fraction of the Northeast Quarter of Section 22, Township 8 South, Range 3 West, Lafayette County, Mississippi, and Containing 0.261 Acres. This description being in more detail as follows:

Commencing at a 24" Oak Tree designated and accepted as being the Southeast Corner of the Northeast Quarter of Section 22, Township 8 South, Range 3 West, Lafayette County, Mississippi, Run thence Due North a distance of 705.20 Ft to a point, Thence due West a distance of 622.84 to a ½" Iron Rod Found on the North Right-Of-Way Line of Sisk Avenue, thence due North a distance of 1327.24 feet to a 1/2" iron rod found at the POINT OF BEGINNING;

From said Point of Beginning, run due South a distance of 34.79 feet to a 1/2" iron rod set; Thence North 34 Degrees 52 Minutes 23 Seconds East a distance of 212.87 feet to a 1/2" iron rod set; Thence North 00 Degrees 00 Minutes 20 Seconds West a distance of 6.40 feet to a 1/2" iron rod set; Thence South 89 Degrees 45 Minutes 26 Seconds West a distance of 121.71 feet to a 1/2" iron rod set; Thence due South a distance of 145.75 feet back to the Point of Beginning.

ENGINEER'S CERTIFICATE

I CERTIFY THAT OXFORD COMMONS, PHASE I, LOT 4 AMENDMENT, IS IN CONFORMANCE WITH THE DESIGN REQUIREMENTS OF THE SUBDIVISION REGULATIONS AND SPECIFIC CONDITIONS IMPOSED ON THIS DEVELOPMENT, AND TAKES INTO ACCOUNT ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.

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

PAUL KOSHENINA
MISSISSIPPI PE #14912

SURVEYOR'S CERTIFICATE

I CERTIFY THAT THE WITHIN PLAT OF OXFORD COMMONS, PHASE I, LOT 4 AMENDMENT, IN LAFAYETTE COUNTY, MISSISSIPPI, IS A TRUE AND CORRECT REPRESENTATION OF SAID SUBDIVISION AND THAT I SIGNED AND DELIVERED IT AS MY OWN ACT AND DEED.

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

JONATHAN E. ADAMS
MISSISSIPPI PS. #2879

CITY OF OXFORD
STATE OF MISSISSIPPI

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

JR RIGBY, CHAIRMAN
CITY OF OXFORD PLANNING COMMISSION

CITY OF OXFORD
COUNTY OF LAFAYETTE
STATE OF MISSISSIPPI

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

ROBYN TANNEHILL
MAYOR, CITY OF OXFORD

CITY ENGINEER'S CERTIFICATE

I CERTIFY THAT THE COMMONS OXFORD, LLC HAS COMPLIED WITH ONE OF THE FOLLOWING ALTERNATIVES FOR OXFORD COMMONS, PHASE I, LOT 4 AMENDMENT:

1. ALL IMPROVEMENTS HAVE BEEN INSTALLED BY THE SUB-DIVIDER IN ACCORDANCE WITH THE REQUIREMENTS OF THESE REGULATIONS AND WITH THE ACTION OF THE BOARD OF ALDERMEN, GIVING APPROVAL OF THE FINAL PLAT, AND ACCEPTING MAINTENANCE OF UTILITIES AND STREETS.

2. A BOND OR CERTIFIED CHECK HAS BEEN POSTED BY THE SUB-DIVIDER WHICH IS AVAILABLE TO THE CITY IN A SUFFICIENT AMOUNT TO ENSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS.

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

REANNA MAYORAL, P.E.
CITY ENGINEER, CITY OF OXFORD

RESTRICTIVE COVENANTS

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

OWNERS CERTIFICATE

I, DAVID BLACKBURN, AS MANAGER OF THE COMMONS OXFORD, LLC, AND AS OWNERS OF THE TRACT OF LAND HEREIN DESCRIBED, CERTIFY THAT WE DID CAUSE SAID LAND TO BE SUBDIVIDED AND PLATTED, AS SHOWN ON THE ATTACHED PLAT OF OXFORD COMMONS, PHASE I, LOT 4 AMENDMENT, AND THE STREETS ARE DEDICATED TO THE USE OF THE PUBLIC FOREVER. STREETS ARE HEREBY DEDICATED TO THE USE BY THE PUBLIC AND/OR PRIVATE UTILITY COMPANIES WHICH SERVE THIS SUBDIVISION, SUBJECT TO THE REGULATIONS OF AND APPROVAL BY THE BOARD OF ALDERMAN OF OXFORD, MISSISSIPPI. UTILITY EASEMENTS ARE ALSO DEDICATED TO THE PUBLIC AND/OR PRIVATE UTILITY COMPANIES WHICH SERVE THIS SUBDIVISION. SUCH SUBDIVISION AND DEDICATION IS THE OWNER'S OWN ACT AND DEED OF THEIR OWN FREE WILL.

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

DAVID BLACKBURN, MANAGER
THE COMMONS OXFORD, LLC
310 ENTERPRISE DRIVE,
OXFORD, MS 38655

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE STATE AND COUNTY AFORESAID, THE WITHIN NAMED DAVID BLACKBURN, WHO ACKNOWLEDGED THAT HE EXECUTED AND DELIVERED THE ABOVE AND FOREGOING OWNER'S CERTIFICATE ON THE DATE AND IN THE YEAR THEREIN MENTIONED, FOR THE CONSIDERATION THEREIN RECITED, FIRST BEING AUTHORIZED SO TO DO.

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

NOTARY PUBLIC



PHONE: (662) 234-8539
FAX: (662) 234-8639
EMAIL: OXFORD@PECORPMS.COM
WEB SITE: PECORPMS.COM

REVISIONS:

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

CERTIFICATE SHEET
FOR
OXFORD COMMONS PHASE I
LOT 4 AMENDMENT
IN THE NE 1/4 OF SEC. 22, T-8-S, R-3-W,
CITY OF OXFORD, LAFAYETTE COUNTY, MS

DRAWN BY: J. ADAMS	DATE: 12-01-2022
CHECKED BY: J. ADAMS	SCALE: 1"=60'
DRAWING NO.: 17149	

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

PAGE NO.:

2.0



MEMORANDUM

To: Mayor and Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO

Date: August 19, 2025

Re: Request Approval of Safety Improvements Project,
Intersection of West Jackson and Galleria Drive East

Engineering requests approval to move forward with a project to reduce accidents at the intersection of West Jackson Avenue and Galleria Drive East. This intersection has one of the highest incidents of traffic accidents in the city, particularly with vehicles trying to turn left out of Galleria Drive. Engineering proposes modifying the intersection to make Galleria Drive right-in / right-out only. Because of these modifications, the western most access into the Goose Creek mall will also become right-in / right-out only. These modifications can be constructed with a product called QWICK CURB, which can be easily installed and removed.

Engineering recommends the above modifications as well as that they remain in place for some time to determine the effectiveness of the changes prior to making permanent, concrete changes to the intersection.



OXFORD

DEVELOPMENT
SERVICES

MEMORANDUM

To: Mayor and Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO

Date: August 19, 2025

Re: Request Permission for Mayor to Execute an Engineering Agreement,
Elliott & Britt Engineering, PA, North Lamar Boulevard Corridor Plan

Engineering requests approval for the mayor to execute an engineering agreement with Elliott & Britt Engineering, PA, to prepare design drawings as part of the North Lamar Boulevard Corridor Plan. The proposed project is intended to make vehicular and pedestrian improvements along North Lamar between Price Street and Molly Barr Road. The fees associated with the agreement are not to exceed **\$250,000**.

Please see attached.

AGREEMENT
FOR
ENGINEERING SERVICES
FOR
NORTH LAMAR CORRIDOR IMPROVEMENTS

OXFORD, MISSISSIPPI

THIS AGREEMENT, entered into this the ____ day of _____, 2025, by and between the CITY OF OXFORD, MISSISSIPPI, hereinafter called the "OWNER" and ELLIOTT & BRITT ENGINEERING, P.A., herein after called the "ENGINEER".

WITNESSETH THAT:

WHEREAS, the OWNER intends to:

Improve North Lamar Boulevard, in phases, starting at Price Street on the south end and ending just south of Molly Barr Road on the north end.

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

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Engineer:

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

2. Scope of Services:

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

Preliminary and Design Engineering:

- a. Meetings with OWNER, as needed, to gather information to prepare reports, exhibits, and plans.
- b. Perform any needed additional field surveys to acquire topography information not included in previous consultant's surveys.
- c. Research of old Highway 7 construction plans and pulling deeds along North Lamar Boulevard to determine existing road rights-of-way and to determine any required easement or additional right-of-way acquisition.

- d. Use Owner-provided site plans along North Lamar Boulevard that have been submitted by private developers in order to include any improvements already planned by said private developers in final design plans.
- e. Meetings with existing utility owners, other than Oxford Utilities, to determine any required utility relocations and to determine proposed costs of said utility relocations.
- f. Meetings with Oxford Utilities to determine any of their utility relocations which would be included in design plans and costs thereof.
- g. Drainage Design.
- h. Layout design (intersection redesign, parking areas, landscaped areas, sidewalks, etc).
- i. Preparing a 75% (minimum) set of construction drawings and budgets to use for determining phases of construction.

3. Compensation for Engineering Services:

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

ENGINEERING FEES:

TOTAL ENGINEERING FEES NOT TO EXCEED \$250,000.00

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

4. Payment:

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

5. Equal Employment Opportunity:

The ENGINEER will not discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. The ENGINEER will take affirmative action to ensure that applicants are employed, without regard to their race, religion, sex, color or national origin. The ENGINEER shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the OWNER may require.

6. Interest of Engineer:

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

7. Findings Confidential:

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

8. Termination for Breach:

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

9. Cancellation:

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

10. Interest by Members of City:

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

IN WITNESS WHEREOF the OWNER and the ENGINEER have executed this Agreement as of the _____ day of _____, 2025.

ATTEST:

BOARD OF ALDERMEN OF THE CITY OF
OXFORD, MISSISSIPPI

City Clerk
(seal)

Mayor of City of Oxford, MS

ATTEST:

ELLIOTT & BRITT ENGINEERING, P.A.:



Angela R. Dorris
Office Manager



Larry L. Britt, PS, PE
Consulting Engineer



MEMORANDUM

To: Mayor and Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO, Rob Neely, General Manager, Oxford Utilities

Date: August 19, 2025

Re: Request Permission for Mayor to Sign Contract for Purchase
Davis Estate, Anderson Road

Engineering requests approval for the mayor to sign a contract for purchase of a 0.055 acre tract of land from the James E. Davis, LP property on Anderson Road. This tract will be used to dig a new drinking water well as part of the Anderson Road Water Treatment Plant Upgrades. The purchase price as stated is **\$87,500.00**.

Please see attached.

**CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE
AND CONVEYANCE OF INGRESS/EGRESS/UTILITY EASEMENT**

BY THIS CONTRACT, entered into this the ____ day of August 2025 (the "Contract"), James E. Davis, LP, a Mississippi limited partnership ("Seller"), agrees to sell to the City of Oxford, Mississippi, a Mississippi municipal corporation (the "City" or "Buyer"), and the City agrees to purchase from Seller the property described and on the terms and conditions contained herein, and pursuant to the resolution of the Mayor and Board of Aldermen of the City of Oxford, Mississippi, authorizing the purchase of said property. Seller also agrees to convey, and Buyer agrees to receive an Ingress/Egress/Utility Easement, on the terms and conditions contained herein.

In consideration of the mutual promises and covenants contained herein, together with other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to the following:

1. PROPERTY DESCRIPTION:

A. Property to Be Sold by Seller to the City:

The property to be sold to the Seller by the City is described as follows (TR1 on Exhibit A): A tract of land being a fraction of the South Half (S 1/2) of Section 24, Township 8 South, Range 4 West, City of Oxford, Lafayette County, Mississippi; being described in more detail as follows:

Commencing at a 3/4" rebar found marking the Southeast Corner of Section 24, Township 8 South, Range 4 West, City of Oxford, Lafayette County, Mississippi, said rebar being further defined by Mississippi East State Plane Coordinates of N: 1770504.01 and E: 764128.20; run thence N 50°16'03" W for a distance of 2,896.85 feet to a 1/2" rebar set, said rebar being the Point of Beginning of this description, said rebar being further defined by Mississippi East State Plane Coordinates of N: 1772355.70 and E: 761900.42; run thence N 87° 10' 28" W for a distance of 40.00 feet to a 1/2" rebar set; run thence N 02° 49' 32" E for a distance of 60.00 feet to a 1/2" rebar set; run thence S 87° 10' 28" E for a distance of 40.00 feet to a 1/2" rebar set; run thence S 02° 49' 32" W for a distance of 60.00 feet to the Point of Beginning of the herein described tract of land. Said tract contains 0.055 acre, more or less.

The above description is based on Mississippi East State Plane Coordinate System Grid North as determined by GPS Observations with a Convergence of (-0°24'42") and a scale factor of 1.00000547 calculated at The Point of Commencement. Horizontal Datum based on NAD 83(2011) and Vertical Datum based on NAVD 88 as posted on station: GCGC Real Time Network, CORS- This is a GPS Continuously Operating Reference Station, Designation- Oxford CORS ARP, MSOX, PID - DK6714, Lat- 34° 21' 50.93055", Long- 89° 31' 56.51634". All property corners set are 1/2" rebar with survey cap (WEC - COA 159).

B. Property to Be Conveyed by Seller to the City as an Ingress/Egress/Utility Easement:

The property to be conveyed by Seller to the City as an Ingress/Egress/Utility Easement is described as follows (TR 2 on Exhibit A) : A tract of land being a fraction of the South Half (S

1/2) of Section 24, Township 8 South, Range 4 West, City of Oxford, Lafayette County, Mississippi; being described in more detail as follows:

Commencing at a 3/4" rebar found marking the Southeast Corner of Section 24, Township 8 South, Range 4 West, City of Oxford, Lafayette County, Mississippi, said rebar being further defined by Mississippi East State Plane Coordinates of N: 1770504.01 and E: 764128.20; run thence

N 50°16'03" W for a distance of 2,896.85 feet to a 1/2" rebar set; run thence N 87°10'28" E for a distance of 14.85 feet to a 1/2" rebar set on the West line of an existing Ingress/Egress/Utility Easement, said rebar being the Point of Beginning of this description, said rebar being further defined by Mississippi East State Plane Coordinates of N: 1772356.43 and E: 761885.58; run thence along said West line as follows: S 02° 46' 29" W for a distance of 36.39 feet to a 1/2" rebar set; run thence S 03° 59' 48" W for a distance of 13.82 feet to a 1/2" rebar set; run thence N 86° 00' 12" W leaving said West line for a distance of 10.00 feet to a 1/2" rebar set; run thence N 03° 59' 48" E for a distance of 13.62 feet to a 1/2" rebar set; run thence N 02° 46' 29" E for a distance of 36.38 feet to a 1/2" rebar set; run thence S 87° 10' 28" E for a distance of 10.00 feet to the Point of Beginning of the herein described tract of land. Said tract contains 0.011 acre, more or less.

The above description is based on Mississippi East State Plane Coordinate System Grid North as determined by GPS Observations with a Convergence of (-0°24'42") and a scale factor of 1.00000547 calculated at The Point of Commencement. Horizontal Datum based on NAD 83(2011) and Vertical Datum based on NAVD 88 as posted on station: GCGC Real Time Network, CORS- This is a GPS Continuously Operating Reference Station, Designation- Oxford CORS ARP, MSOX, PID - DK6714, Lat- 34° 21' 50.93055", Long- 89° 31' 56.51634". All property corners set are 1/2" rebar with survey cap (WEC - COA 159).

2. PURCHASE PRICE: The consideration for sale of the Property and conveyance of the Temporary Construction Easement shall be a total of \$87,500.00 given at Closing.

3. TAXES: Responsibility of ad valorem taxes, if any, on the Property shall be the responsibility of the Seller and prorated and paid over to Buyer as of the day of Closing.

4. TITLE: Seller shall transfer the Property to be sold with good and marketable title free of all liens, easements, covenants, encumbrances and defects, except those specifically accepted by the City, and conveyance shall be by general Right of Way Deed. Seller shall transfer the Property to be conveyed as a Temporary Construction Easement with good and marketable title free of all liens, easements, covenants, encumbrances and defects, except those specifically accepted by the City, and conveyance shall be by instrument designated Temporary Construction Easement.

5. INSPECTIONS: Buyer and Buyer's agents, with Seller's reasonable cooperation, shall make all such inspections as it or they deem desirable, and Buyer is authorized to conduct all customary inspections of the Property. Seller agrees to provide to Buyer all known relevant information affecting and/or regarding the Property, including, but not limited to, soil reports, compaction tests, topographical surveys, environmental reports, title certificates, governmental notifications, maps, aerial photographs, and contracts or agreements, or any other survey, map, or report.

6. CLOSING DATE: The date of closing (“Closing”) shall be as soon as possible after all conditions to this Contract have been fully met and the City has taken necessary actions in preparation of closing, or on such earlier date as to which both parties agree, in writing.

7. CLOSING COSTS: Except where specifically mentioned in this Contract, the Parties shall be responsible for and bear their own expenses related to the conveyance. Buyer shall be responsible for the recording cost of the Right of Way Deed, and of the Temporary Construction Easement.

8. DELIVERIES: The Seller shall furnish to the City at or before closing:

- a) Right of Way Deed to the Property and Temporary Construction Easement prepared at Buyer’s expense;
- b) a standard form contractor's/owner's affidavit holding the City harmless against any unpaid or unknown liens, in a form acceptable to City in its sole discretion;
- c) a resolution or minutes of the Seller showing its authority to transfer the Property and the authority to execute all documents necessary to consummate the conveyance;
- d) all other documents that may be necessary or reasonably requested by the City.

9. REPRESENTATIONS AND WARRANTIES:

(a) This Contract constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms, and Seller represents that it has full power and authority to own the Property and to enter into and perform the terms and conditions of this Contract.

(b) To Seller’s knowledge: (i) the Property is not now and has never been, used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, process or in any manner deal with Hazardous Materials (as that term is hereinafter defined); (ii) no Hazardous Materials have ever been installed, placed, or in any manner dealt with on the Property; and (iii) no owner of the Property or any tenant, subtenant, occupant, prior tenant, prior subtenant, prior occupant or person (collectively, “Occupant”) has received any notice or advice from any governmental agency or any Occupant with regard to Hazardous Materials on, from or affecting the Property. The term “Hazardous Materials” as used herein includes, without limitation, hazardous materials, hazardous wastes, hazardous or toxic substances, or related or similar materials, asbestos or any material containing asbestos, or any other substance or material as may be defined as a hazardous or toxic substance by any federal, state or local environmental laws, rules and regulations.

(c) The Seller as of the date of closing is a business corporation in good standing with the Mississippi Secretary of State’s office.

(d) The execution, delivery and performance of this Contract by Seller have been duly authorized by all necessary action and no further action is necessary on its part to make this

Contract valid, binding and enforceable against Seller.

(e) Seller represents and warrants that it knows of no covenants, declarations, liens or other restrictions which could limit use by City of the Property for its intended purposes.

(f) Seller represents and understands and agrees that it has the right to receive full and just compensation for the Property based on an appraisal, and for any portion of the Property for which it does not receive full compensation, it waives its right to receive full compensation for Property at Closing and donates a portion of the Property to the City.

(g) All representations, conditions and agreements shall survive the closing and remain in full effect.

10. CONVEYANCE SUBJECT TO CITY ACCEPTANCE: If for any reason the City, at its sole discretion, is unable to accept transfer of the Property, the Closing and conveyance may be postponed until a time at which the City is able to accept the Property and in all other respects this Contract will remain in effect as to the transfer. Alternatively, the City may, if necessary, choose to void this Contract at any time prior to closing.

11. BREACH:

(a) In the event of a default or breach by Seller of any of the covenants or conditions or obligations of Seller under this Contract or in the event any of Seller's representations and warranties are not true and correct as of Closing, Buyer shall give notice to Seller and may pursue any remedies allowed in law or in equity.

(b) In the event of a default or breach by Buyer of the obligations of Buyer under this Contract, Seller's sole remedy shall be to terminate this Contract by giving notice to Buyer.

12. ENTIRE AGREEMENT; NON-WAIVER: This Contract constitutes the entire and final agreement of the parties, incorporates all prior agreements between the parties and cannot be modified except by their written consent. Each party acknowledges that it has read and understands the terms and conditions of this Contract. No waiver by a party of any provision of this Contract shall be deemed to have been made unless in writing, and any such waiver shall not operate as a waiver of any other right, power or privilege under this Contract.

13. CHOICE OF LAW: The terms, conditions and provisions of this Contract shall be construed according to the laws of the State of Mississippi.

14. DESIGNATION: The parties designate Seller's counsel at Closing as the person responsible for filing Form 1099 with the Internal Revenue Service following the consummation of the described transaction. The parties intend that this Section shall constitute a "designation agreement" within the meaning of 26 CFR Section 1.6045-4, as the same may be amended from time to time.

15. AGENTS: Seller hereby represents and warrants that it has not engaged the

services of any agent, broker, or similar party in connection with this transaction. Buyer represents and warrants that it has not engaged the services of any agent, broker, or similar party in connection with this transaction.

16. COUNTERPARTS: This Contract may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute but one and the same instrument.

SO AGREED AND ENTERED into on the date shown above.

BUYER:

SELLER:

The City of Oxford, Mississippi

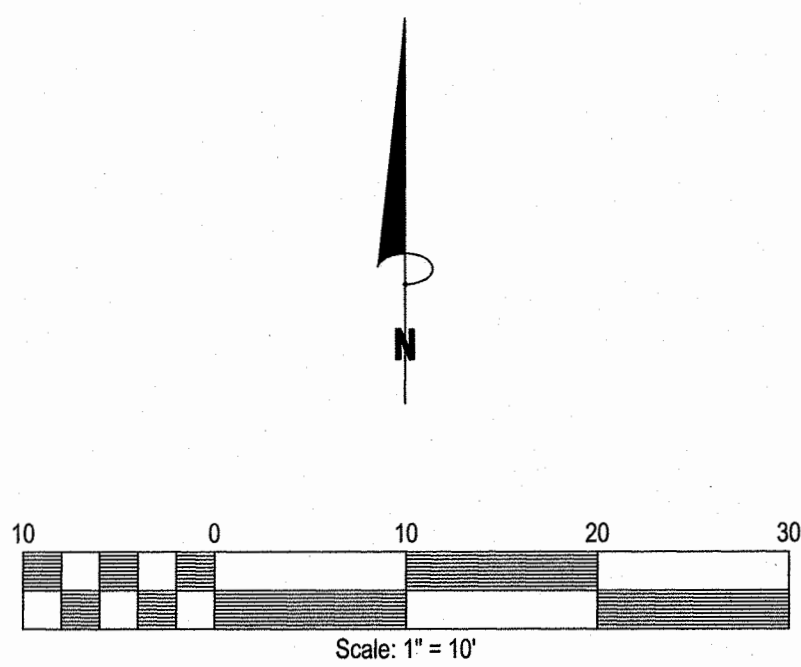
James E. Davis, LP

By: Robyn Tannehill

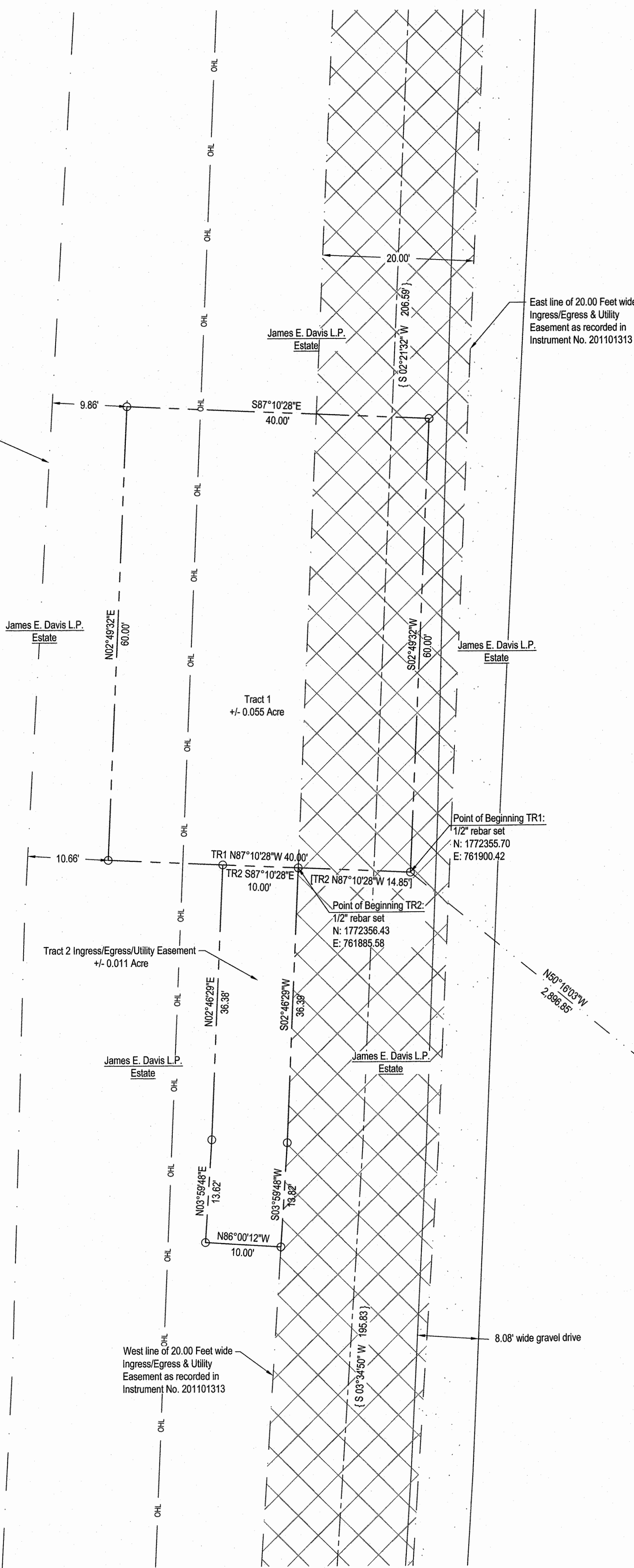
By: Kendall E. Davis, General Partner

Attest: Ashley Atkinson, Clerk

EXHIBIT A



East line of permanent drainage easement in favor of the City of Oxford found in Deed Book-461, Page-395



LEGEND

- PROPERTY LINES
- SECTION TIE
- CENTERLINE ROAD
- EXISTING EASEMENT LINES
- OHL OVERHEAD LINES
- EXISTING EASEMENT AREAS
- GRAVEL AREAS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- SECTION CORNER
- PROPERTY CORNERS
- MEASURED CALLS
- COMMENCEMENT CALLS

(All symbols in legend may not be used on current survey.)

- Notes:
- This is a Class "B" Survey as set forth in Appendix "A" of the Standards of Practice for Land Surveying in the State of Mississippi.
 - Global Positioning System (GPS) was used to locate or establish Boundary Survey Points on subject survey and points were derived by GCGC Real Time Network, NAD83(2011) CORS epoch 2010.00.
 - Field survey completed June 19, 2025.
 - All bearings are based on Mississippi East State Plane Coordinate System Grid North as determined by GPS Observations with a Convergence of (-0°24'42") and a scale factor of 1.00000547 calculated at The Point of Commencement.
 - Horizontal Datum based on NAD 83(2011) and Vertical Datum based on NAVD 88 as posted on below station:
GCGC Real Time Network
CORS- This is a GPS Continuously Operating Reference Station
Designation- Oxford CORS ARP
CORS ID- MSOX
PID- DK6714
Lat- 34° 21' 50.93055"
Long- 89° 31' 56.51634"
 - Subject survey is Zoned SMF "Suburban Multi-Family District" as per City of Oxford Interactive Zoning Map Adopted March 19, 2019 and is subject to the regulations, setbacks, and easements found in the City of Oxford Land Development Code latest addition.
 - This property is subject to any right-of-way or easements recorded or unrecorded shown or not shown on plat of survey.
 - All property corners set are 1/2" rebar with survey cap (WEC - COA 159), unless otherwise stated.
 - No underground utilities requested or shown on subject survey.
 - Deed References:
A. Deed Book-WR19, Page-048 B. Deed Book-472, Page-136 C. Instrument No. 201101313
D. Previous survey for James E. Davis L.P. by WEC dated 8/16/2019 with Project No. SV-193283.

TR1 Description: A tract of land being a fraction of the South Half (S 1/2) of Section 24, Township 8 South, Range 4 West, City of Oxford, Lafayette County, Mississippi; being described in more detail as follows:

Commencing at a 3/4" rebar found marking the Southeast Corner of Section 24, Township 8 South, Range 4 West, City of Oxford, Lafayette County, Mississippi, said rebar being further defined by Mississippi East State Plane Coordinates of N: 1770504.01 and E: 764128.20; run thence N 50°16'03" W for a distance of 2,896.85 feet to a 1/2" rebar set, said rebar being the Point of Beginning of this description, said rebar being further defined by Mississippi East State Plane Coordinates of N: 1772355.70 and E: 761900.42; run thence N 87° 10' 28" W for a distance of 40.00 feet to a 1/2" rebar set; run thence N 02° 49' 32" E for a distance of 60.00 feet to a 1/2" rebar set; run thence S 87° 10' 28" E for a distance of 40.00 feet to a 1/2" rebar set; run thence S 02° 49' 32" W for a distance of 60.00 feet to the Point of Beginning of the herein described tract of land. Said tract contains 0.055 acre, more or less.

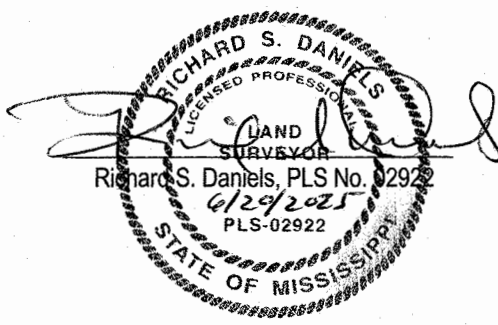
The above description is based on Mississippi East State Plane Coordinate System Grid North as determined by GPS Observations with a Convergence of (-0°24'42") and a scale factor of 1.00000547 calculated at The Point of Commencement. Horizontal Datum based on NAD 83(2011) and Vertical Datum based on NAVD 88 as posted on station: GCGC Real Time Network, CORS- This is a GPS Continuously Operating Reference Station, Designation- Oxford CORS ARP, MSOX, PID- DK6714, Lat- 34° 21' 50.93055", Long- 89° 31' 56.51634". All property corners set are 1/2" rebar with survey cap (WEC - COA 159). This Description was prepared by Williams Engineering Consultants, Inc. (662-236-9675)

TR2 Ingress/Egress/Utility Easement Description: A tract of land being a fraction of the South Half (S 1/2) of Section 24, Township 8 South, Range 4 West, City of Oxford, Lafayette County, Mississippi; being described in more detail as follows:

Commencing at a 3/4" rebar found marking the Southeast Corner of Section 24, Township 8 South, Range 4 West, City of Oxford, Lafayette County, Mississippi, said rebar being further defined by Mississippi East State Plane Coordinates of N: 1770504.01 and E: 764128.20; run thence N 50°16'03" W for a distance of 2,896.85 feet to a 1/2" rebar set; run thence N 87°10'28" E for a distance of 14.85 feet to a 1/2" rebar set on the West line of an existing Ingress/Egress/Utility Easement, said rebar being the Point of Beginning of this description, said rebar being further defined by Mississippi East State Plane Coordinates of N: 1772355.43 and E: 761885.58; run thence along said West line as follows: S 02° 48' 29" W for a distance of 36.39 feet to a 1/2" rebar set; run thence S 03° 59' 48" W for a distance of 13.82 feet to a 1/2" rebar set; run thence N 86° 00' 12" W leaving said West line for a distance of 10.00 feet to a 1/2" rebar set; run thence N 03° 59' 48" E for a distance of 13.62 feet to a 1/2" rebar set; run thence N 02° 46' 29" E for a distance of 36.38 feet to a 1/2" rebar set; run thence S 87° 10' 28" E for a distance of 10.00 feet to the Point of Beginning of the herein described tract of land. Said tract contains 0.011 acre, more or less.

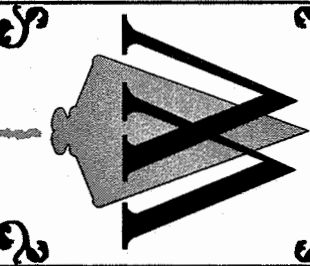
The above description is based on Mississippi East State Plane Coordinate System Grid North as determined by GPS Observations with a Convergence of (-0°24'42") and a scale factor of 1.00000547 calculated at The Point of Commencement. Horizontal Datum based on NAD 83(2011) and Vertical Datum based on NAVD 88 as posted on station: GCGC Real Time Network, CORS- This is a GPS Continuously Operating Reference Station, Designation- Oxford CORS ARP, MSOX, PID- DK6714, Lat- 34° 21' 50.93055", Long- 89° 31' 56.51634". All property corners set are 1/2" rebar with survey cap (WEC - COA 159). This Description was prepared by Williams Engineering Consultants, Inc. (662-236-9675)

Date: June 20, 2025



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

720 NORTH LAMAR BOULEVARD, SUITE A
P.O. BOX 1197 OXFORD, MISSISSIPPI 38655
662.236.9675



Boundary Survey For:
City of Oxford
A tract of land being a fraction of the South Half (S 1/2) of Section 24, Township 8 South, Range 4 West, City of Oxford, Lafayette County, Mississippi

REVISION	DATE

Scale: 1"=10'
Date: 6/20/2025
SV-254183 City of Oxford New West File: Lat Address N/City of Oxford W/SPS.DWG
Proj.No.: SV-254183
Drawn By: JBM
Checked By: RSD

Sheet Title:

Boundary Survey

Sheet No.:



MEMORANDUM

To: Mayor and Board of Aldermen

From: John Crawley, City Engineer

CC: Hollis Green, COO

Date: August 19, 2025

Re: Request to Consider the Closure of Existing Street Right-of-Way, and Appraisal Landis Road, Formerly CR 356

Engineering has received a request that a portion of the existing street Right-of-Way of Landis Road (formerly CR 356) be closed and offered for sale to the adjacent land owner. The particular area is noted on the attached documents.

Engineering has no objections to the closure and finds this particular stretch of roadway to serve no public purpose or need.