



AGENDA

City of Oxford

Board of Aldermen

Regular Meeting

Tuesday, September 02, 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
- 1.d. Consider a Resolution regarding the sale of city property not needed for municipal purposes. (Mark Levy)

Attachments

1. [Consider Resolution Regarding the Sale of City Property Not Needed for Municipal Purpose.pdf](#)

- 1.e. Request permission to advertise for sealed bids for the sale of the Cedar Oaks house. (Mark Levy)

Attachments

1. [Permission to solicit bids for the sale of Cedar Oaks.pdf](#)

2. Regular Agenda: City Clerk's Office

- 2.a. Request permission to approve a correction to the minutes of the Regular Meeting on September 17, 2024. (Ashley Atkinson)

Attachments

1. [Corrected_minutes_09172024.pdf](#)

- 2.b. Request permission to approve the minutes from the Recess Meeting on August 6, 2025 and the Regular Meeting on August 19, 2025. (Ashley Atkinson)

Attachments

1. [Draft_08062025_Minutes.pdf](#)
2. [Draft_08192025_minutes.pdf](#)

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

2.d. Budget Hearing for fiscal year 2025-2026 proposed budget. (Ashley Atkinson)

Attachments

1. [Resolution Mill Rate 2025-2026_2025_taxroll.pdf](#)
2. [FY2025_2026_Budget_Summary.pdf](#)

3. Consider the consent agenda:

3.a. Fixed Asset Management:

- i. Request permission to declare a rim clamp 5060A tire machine with SN 594103937 surplus in the City Shop Department and authorize its disposal. (Lynwood Jones)
- ii. Request permission to declare an Apple iPad Air with SN DMPFN0ZJQ19C (audit system # 4010), an Apple Pencil with SN HJTfKWNNJKM & an Apple Smart Keyboard with SN FTPDJE7ZMJ66 (audit system # 4009- includes both pencil and keyboard), and an Apple iPad Pro with SN DMPTF2Z0GXQ4 (audit system # 2622) surplus in the Development Services - Building Department and authorize their disposal. (Johnathan Mizell)
- iii. Request permission to declare a 3rd Eye Side Camera, model AWT2049SC36 and SN 220653223, a 3rd Eye Rear Camera, model AWT2020T and SN 5374A TPC, a 3rd Eye Curbside Camera, model AWT2020T and SN 4C1FE8TPC, and a 3rd Eye Rear Camera, model AWT2020T and SN 4C1FE0TPC surplus in the Environmental Services Department and authorize their disposal. (Amberlyn Liles)
- iv. Request permission to declare a 2018 Ford Explorer with VIN 1FM5K8AR6JGA36971 (audit system # 2877) and a 2019 Dodge Charger with VIN 2C3CDXAG6KH547010 (audit system # 3650) surplus in the Oxford Police Department and authorize their disposal. (Jeff McCutchen)
- v. Request permission to declare a set of green John Deere pallet forks (audit system # 1515), a green John Deere grapple bucket with yellow asset tag 02759 & Wasp tag 22116 (audit system # 1895), a Ventrac Leaf Vac RU602 with SN RV602-AB01499 (audit system # 671), a Ventrac Edger ED202 with SN ED202-AA02322 and asset tag 03724 (audit system # 1023), a Ventrac Buffalo Turbine with SN 31173 and asset tag 03722 (audit system # 3327) surplus in the Buildings & Grounds Department and authorize their disposal. (Greg Pinion)
- vi. Request permission to declare a Motorola APX 6000 handheld radio with SN 481CRX9843, yellow asset tag 3122, and Wasp tag 21103 (audit system # 2363) surplus in the Oxford Fire Department and authorize its disposal. (Joey Gardner)

Attachments

1. [Tire Machine Surplus.pdf](#)
2. [Dev Svcs_Bldg DeptSurplus.pdf](#)
3. [Surplus Form - 3rd Eye Camera from TK411 8.18.2025.pdf](#)
4. [Surplus Form - 3rd Eye Camera from TK433 8.18.2025.pdf](#)
5. [Surplus Form - 3rd Eye Camera from TK449 8.18.2025.pdf](#)
6. [Surplus form 3rd Eye Camera System Kit - TK424.pdf](#)
7. [Surplus form - Ice Maker Machine.pdf](#)
8. [Surplus of 2 totaled chargers.pdf](#)
9. [B_G_Surplus.pdf](#)
10. [OFD_surplus.pdf](#)
11. [Apple Inv AF10220253- Megan Baker old iPad.pdf](#)
12. [Megan Baker old ipad form.pdf](#)
13. [Purch. details- megan baker old ipad.pdf](#)

3.b. Grants:

- i. Request permission to accept a grant, #25LE286, from the MS Office of Homeland Security, in the amount of \$102,000.00, for the Regional Fusion Center at the Oxford Police Department. (Jeff McCutchen)

Attachments

1. [MOHS_grant_Fusion_Center.pdf](#)

3.c. Human Resources:

- i. Request permission to promote Israel Ojeda from RDO I/EMT to Lieutenant I/EMT in the

- Oxford Fire Department, with a new annual salary of \$60,887.40. (Braxton Tullos)
- ii. Request permission to accept the resignation of Charles Barranco in the Oxford Fire Department, effective September 2, 2025. (Braxton Tullos)
 - iii. Request permission to accept the voluntary demotion of Marley Barlow from Patrol Corporal to Records Clerk in the Oxford Police Department, with a new annual salary of \$39,351.41, effective September 4, 2025. (Braxton Tullos)
 - iv. Request permission to hire Eden Cain as a Full-time Communications Officer in the Oxford Police Department, with an annual salary of \$37,575.24. (Braxton Tullos)
 - v. Request permission to promote Sam Rutherford to Corporal in the Oxford Police Department, with a new annual salary of \$60,222.86, effective September 4, 2025. (Braxton Tullos)
 - vi. Request permission to approve Thompson Dabney as an unpaid volunteer for the Oxford Police Department. (Braxton Tullos)
 - vii. Request permission to promote Caylynn Scott from Part-time Communications Officer to Full-time Communications Officer in the Oxford Police Department, with a new annual salary of \$37,575.24, effective September 1, 2025. (Braxton Tullos)
 - viii. Request permission to hire Senneca Evans as a Part-time employee, with an hourly rate of \$15.00, and to hire Beverly McGlofin as a Deputy Court Clerk, with an annual salary of \$45,205.60, in the Municipal Court Department. (Braxton Tullos)
 - ix. Request permission to hire Barry Arrington as a Part-time Sports Turf Specialist in the mTrade Park Department, with an hourly rate of \$30.00. (Braxton Tullos)
 - x. Request permission to hire Hannah Michaels as a Part-time Office Worker in the Environmental Services Department, with an hourly rate of \$15.00. (Braxton Tullos)
 - xi. Request permission to accept the resignation of Keuntea Booker in the Environmental Services Department, effective August 21, 2025. (Braxton Tullos)
 - xii. Request permission to approve volunteers for the Oxford ARC. (Kelli Briscoe)

3.d. Miscellaneous:

- i. Request permission to approve the water and sewer adjustments as per the Oxford Utilities Adjustment Policy. (Rob Neely)
- ii. Update several ADA policies. (Braxton Tullos)
- iii. Accept donations on behalf of the Oxford ARC. (Kelli Briscoe)

Attachments

1. [Water_sewer_adj_09022025.pdf](#)
2. [LEP Policy - City of Oxford.pdf](#)
3. [City of Oxford MDOT Title VI Agreement.pdf](#)
4. [City of Oxford ADA Policy 2025.pdf](#)
5. [City of Oxford ADA Grievance Procedure.pdf](#)
6. [ADA GRIEVANCE FORM.pdf](#)
7. [ADA 2025 Updates Memo.pdf](#)
8. [donations.pdf](#)

3.e. Travel Requests:

- i. Request permission for an employee to attend the MSAE Annual Conference in Cleveland, MS on November 3-5, 2025 at an estimated cost of \$656.00. (Micah Quinn)
- ii. Request permission for two employees to attend the MS Tourism Association Governor's Conference in Vicksburg, MS on October 1-3, 2025 at an estimated cost of \$1,505.00. (Micah Quinn)
- iii. Request permission for an employee to attend the 2025 Municipal Court Clerk's Conference in Oxford, MS on September 17-19, 2025 at no cost to the City. (Nickie Denley)
- iv. Request permission for an Alderman to attend the 2025 MML Small Town Conference in Choctaw, MS on October 15-16, 2025 at an estimated cost of \$500.00. (Ashley Atkinson)
- v. Request permission for two employees to attend the Central Service Association (CSA) Fall Financial Conference on November 19-21, 2025 in Franklin, TN at an estimated cost of \$2,603.00. (Rob Neely)

4. Regular Agenda: Other Departments

- 4.a. Adopt a proclamation declaring September as Suicide Prevention Month.

- 4.b. Consider an employee dress code.

Attachments

1. [Dress Code Final.pdf](#)

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

Attachments

1. [OFD_code_changes.pdf](#)

- 4.d. Request permission to approve budget amendments for the 5311 grant for the Oxford-University Transit System. (Donna Zampella)

Attachments

1. [OUT Budget Amendment SA#1 8-2025.pdf](#)
2. [OUT-SA #1 5311 503730 City of Oxford 24-25 Transmittal Letter.pdf](#)

5. Regular Agenda: Police Department

- 5.a. Request permission for St. John's Catholic Church to hire uniformed, off duty officers for traffic assistance, at an hourly rate of \$46.00. (Jeff McCutchen)
- 5.b. Request permission for St. Peter's Episcopal Church to hire uniformed, off duty officers for traffic assistance, at an hourly rate of \$46.00. (Jeff McCutchen)
- 5.c. Request permission to approve a Parade/Assembly permit for MS Sports Medicine to host a Radio show on September 8, 2025 from 1:30pm-2:30pm. (Jeff McCutchen)

Attachments

1. [Sports_Med_Parade_permit.pdf](#)

- 5.d. Request permission to approve a Parade/Assembly permit for Janice Carr to host a Peaceful Protest on October 18, 2025 from 11am-1pm. (Jeff McCutchen)

Attachments

1. [Carr_permit.pdf](#)

- 5.e. Request permission to approve seven Parade/Assembly Permits for Visit Oxford to host events around the square during the upcoming months. (Kinney Ferris/Jeff McCutchen)

Attachments

1. [VO-permits_.pdf](#)

6. Regular Agenda: Development Services-Planning Department

- 6.a. Second Reading and Public Hearing for a proposed Ordinance amending the Zoning Map for Case #3253 by Elizabeth Fitts, to rezone +/- .44 acres from Suburban Residential (SR) to Neighborhood Residential (NR) for property located on Christman Road, being further identified as PPIN #30663. (Ben Requet)

Attachments

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

- 6.b. Second Reading and Public Hearing for a proposed Ordinance amending the Zoning Map for Case #3254 by Elizabeth Fitts, to remove +/- .44 acres from the Blackberry Hills Planned Unit Development for property located on Christman Road, being further identified as PPIN #30663. (Ben Requet)

Attachments

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

- 6.c. Second Reading and Public Hearing for a proposed Ordinance amending the Zoning Map for Case #3255 by Andy Callicutt, to amend the Blackberry Hills Planned Unit Development for property located on Northwood Trails & Christman Road, being further identified as PPIN #4975, #5004, #5047, #26268 & #30362. (Ben Requet)

Attachments

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

7. Regular Agenda: Special Projects

- 7.a. Consider the recommendation of the Avent Park Selection Committee to accept a proposal and begin negotiations on a contract for the purchase of playground equipment. (Mark Levy)

Attachments

1. [Avent Park Playground Selection Committee.pdf](#)

- 7.b. Consider bids received for a Temporary Ice Skating Rink for Holly Jolly Holidays at mTrade Park. (Mark Levy)

Attachments

1. [Consider bids for the Temporary Ice Skating Rink for Holly Jolly Holiday.pdf](#)

- 7.c. Consider Change Order No. 1 from Century Construction for the City Hall Renovation Project. (Mark Levy)

Attachments

1. [Consider Change Order No. 1 with Century Construction for the renovation to the Historic City Hall.pdf](#)

8. Regular Agenda: Development Services-Engineering Department

- 8.a. Request permission to approve and authorize the Mayor to sign a contract for the purchase of Lot 2, Anderson Road Student Housing Development. (John Crawley)

Attachments

1. [Memo - Authorize Mayor to Sign Contract for Purchase of Lot 2 Anderson Road Student Housing Property - Combined.pdf](#)

- 8.b. Request permission to accept the bids received and award a low bid for the Punkin Water System Water Plant Demolition Project. (John Crawley)

Attachments

1. [Memo - Award Low Bid for Punkin Water System Plant Demolition - Combined.pdf](#)

- 8.c. Request permission to accept the bids received and award a low bid for the Punkin Water Well Abandonment Project. (John Crawley)

Attachments

1. [Memo - Award Low Bid for Punkin Water Well Abandonment - Combined.pdf](#)

- 8.d. Consider a request from Mid-South Companies, LLC for the City of Oxford to provide water services to a proposed development on CR 101, north of the City limits. (John Crawley)

Attachments

1. [Memo - Request to Supply Water to Lamar Lakes in Lafayette County - Combined.pdf](#)

- 8.e. Consider a request for overnight work and a street closure on Jefferson Avenue, from 11th Street to 14th Street, to repair crosswalks. (John Crawley)

Attachments

1. [Memo - Request for Overnight Work and Street Closure of Jefferson Avenue for Street Dept..pdf](#)

9. Regular Agenda: Closing the Meeting

- 9.a. Consider an executive session.

- 9.b. Recess to meet on Wednesday, September 10, 2025 at 4:00pm.



THE CITY OF
OXFORD

MEMORANDUM

To: Board of Aldermen
From: Mark Levy
CC: Hollis Green
Date: September 2, 2025
Re: Consider Resolution for the Sale of City Property Not Needed for Municipal Purpose

The enclosed resolution is presented for the Board's consideration to authorize the sale of certain City-owned property.

Adoption of the resolution will allow the City of Oxford to proceed with the statutory requirements for disposition, including public notice, solicitation of offers, and in accordance with the procedures required by law.

Enclosure (1)

Resolution of Oxford Mississippi Regarding Sale of City Property Not Needed for Municipal Purpose

RESOLUTION OF OXFORD, MISSISSIPPI
REGARDING SALE OF CITY PROPERTY NOT NEEDED FOR MUNICIPAL
PURPOSE

The Board took up for consideration the disposition of certain real property owned by the City (fully described below and in attached Exhibit “A”), and the City of Oxford, Mississippi, upon due consideration, adopts the following Resolution, which was first reduced to writing:

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF OXFORD, MISSISSIPPI, FINDING CEARTIN
PROPERTY IS NOT NEEDED FOR MUNICIPAL PURPOSES AND
AUTHORIZING PROPERTY’S SALE PURSUANT TO MISS.
CODE ANN. § 21-17-1**

WHEREAS, the City of Oxford has the power to sell and convey real property owned by it, and make such order respecting the same as may be deemed conducive to the best interest of the City, pursuant to Miss. Code Ann. § 21-17-1; and

WHEREAS, the City of Oxford wishes to sell and convey Cedar Oaks, located at 601 Murray Street, more particularly described as Lots 29, 30 & 31 of Avent’s Park Hills Subdivision in the Northwest Quarter (NW ¼) of Section 22, Township 08 South, Range 03 West, City of Oxford, Lafayette County, Mississippi as shown on the Official Plat of said subdivision, recorded in the Office of the Chancery Clerk of Lafayette County, Mississippi in Plat Cabinet-A, Slide-35, and shown on the survey attached, collectively in Exhibit “A”, (all the “Property”); and

WHEREAS, the City of Oxford determines and finds that the Property, as described, is not needed for municipal or related purposes and it is not to be used in the operation of the City; and

WHEREAS, Cedar Oaks, together with all singular improvement on Lots 29, 30, and 31 of Avent's Park Hills Subdivision will remain a Certified Mississippi Landmark Designation; and

WHEREAS, the City of Oxford believes it is in the best interest of the public to convey the Cedar Oaks and adjoining property to a private owner who is better positioned to utilize, maintain, and preserve the structure, with the intent that such transfer will ensure the long-term stewardship of the building in a manner consistent with its historic significance; and

WHEREAS, the City of Oxford wishes to sell and convey the Property in the manner set forth in Miss. Code Ann. § 21-17-1(2)(a), and therefore must publish its intention to sell in a local newspaper at least once each week for three (3) consecutive weeks; and

WHEREAS, once advertised, the City of Oxford may accept bids for the sale and may award the sale to the highest bidder in the manner provided by law; and

NOW, THEREFORE, BE IT RESOLVED BY the Mayor and Board of Aldermen of the City of Oxford, Mississippi, as follows:

1. The City hereby declares that the Property is not needed for municipal purposes; and
2. The City authorizes the sale of the Property pursuant to Miss. Code Ann. § 21-17-1(2)(a); and
3. The City determines to take the matter up for further consideration once the bids are received.

After full discussion of this matter, Alderman _____ moved that the foregoing Resolution be adopted and said motion was seconded by Alderman _____, and upon the question being put to a vote, the vote was as follows:

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi; on this, the _____ day of August, 2025.

ROBYN TANNEHILL MAYOR

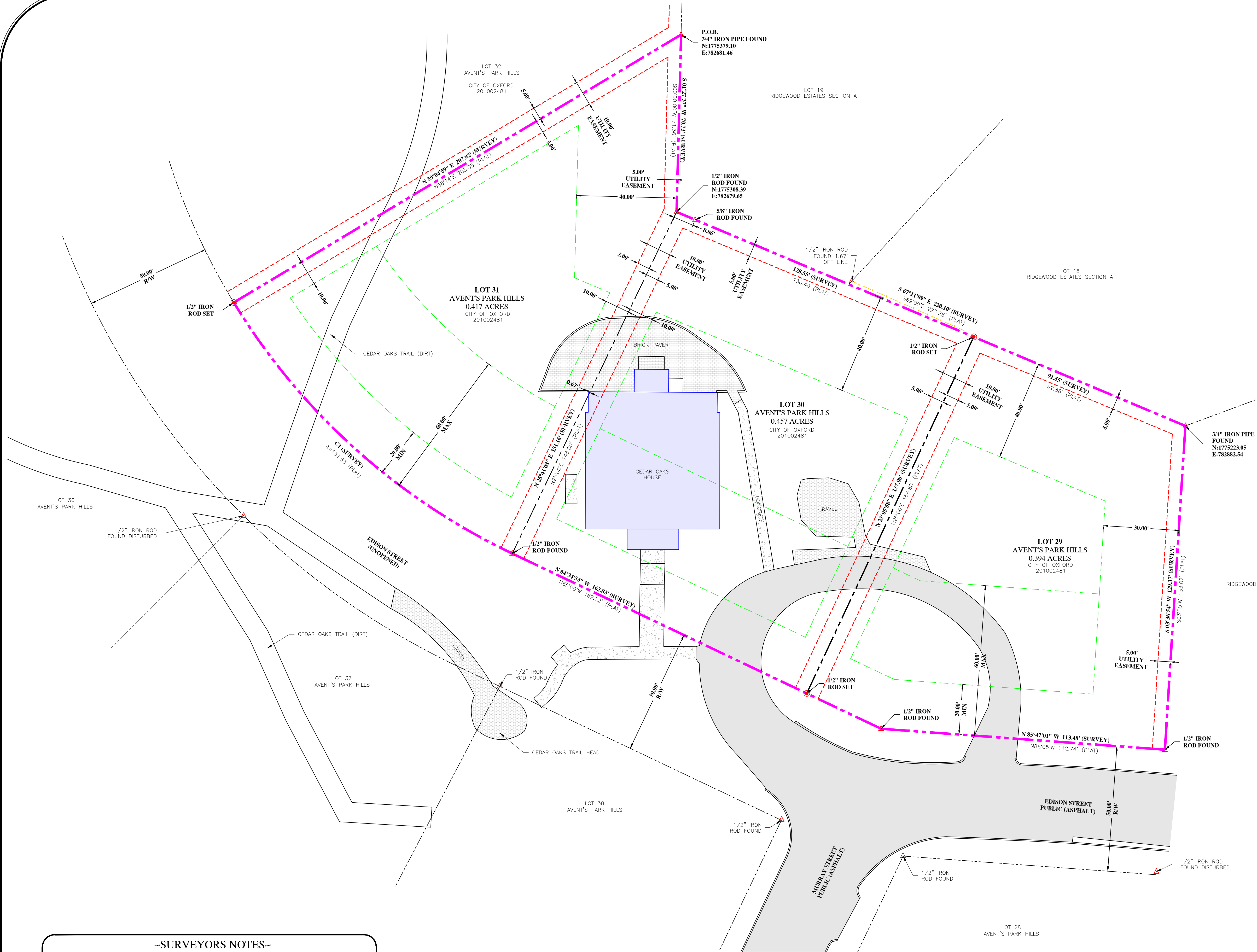
ASHLEY ATKINSON, CITY CLERK

EXHIBIT A

PLAT OF SURVEY
FOR
CITY OF OXFORD
Avent's Park Hills Subdivisions Lot 29, 30, 31

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Z:\Shared\Documents\DATA\project\25133 City Of Oxford Aventura Park Hills Lot 29 30 31 Edison Street.dwg



LEGEND

These standard symbols may be found in the drawing.

- PROPERTY LINES
- LOT LINES
- ADJOINING PROPERTY LINES
- EASEMENT LINES
- SETBACK LINES
- EDGE OF PAVEMENT
- CENTERLINE OF ROAD
- FENCE LINES
- BUILDING
- PROPERTY CORNERS
- EXISTING MONUMENTS
- PROPERTY CORNERS NOT SET
- POWER POLE



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FAX: (662) 234-8639
EMAIL: OXFORD@PECORPMS.COM
WEB SITE: PECORPMS.COM
ADDRESS: 1776 N. LAMAR
OXFORD, MS 38655

REVISIONS:

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

PLAT OF SURVEY FOR CITY OF OXFORD AVENT'S PARK HILLS SUB. LOTS 29, 30, 31 IN THE CITY OF OXFORD, LAFAYETTE CO., MS

~SURVEYORS NOTES~

- This Property has a land use classification of Class "B" as defined in Appendix "A" and the boundary survey meets the Minimum Quality Requirements for Condition "B" as defined in Appendix "B" of the "MISSISSIPPI STANDARDS OF PRACTICE FOR SURVEYING".
- All Bearings Are Based On Mississippi East State Plane Coordinate System Grid North As Determined By GPS Observations With A Convergence Of (-0° 22' 38") And a Scale Factor Of 0.999996510 Calculated At The Point Of Beginning.
- Horizontal Datum based on NAD 83(2011) and Vertical Datum based on NAVD 88 as posted on below station
 - GCGC Real Time Network
 - CORS - This is a GPS Continuously Operating Reference Station
 - Designation - Oxford Cors ARP
 - CORS ID - MSOX
 - PID - DK6714
 - Lat - 34° 21' 50.93047"
 - Lon - 89° 31' 56.51638"
- Date Of Field Survey: August 2025.
- This Property is Zoned (INT-POS) Institutional - Public Parks and Open Spaces District. Setbacks For This Zone Are As Follows: Front yard build to line min/max = 20'/60', Side = 10' unless it abuts ER, SR, or NR, then 30', Rear = 40'.
- This survey is subject to any easements recorded or unrecorded, shown or not shown on this Plat.
- This survey was done without the benefit of a Title search.
- Adjoining property owners shown hereon were obtained from Tri State Consulting Services Inc. as shown at the time of survey and may or may not be up to date.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	261.50'	151.63'	149.51'	N 47° 58' 13" W	33° 13' 22"

~DESCRIPTION OF SURVEY~

The following description is based on the Mississippi East State Plane Coordinate System grid North as determined by GPS observations with a convergence of (-0° 22' 38") and a scale factor of 0.999996510 calculated at the Point Of Beginning. All monuments set are 1/2" Iron Rods capped with plastic caps stamped PEC COA S-190.

A parcel of land being Lots 29, 30, and 31 of Aventura Park Hill Subdivision as shown on plat in the Chancery Clerk's Office of Lafayette County, Mississippi in Cabinet A, Slide 35 and containing 1.268 Acres. This property described in more detail as follows:

Beginning at a 3/4" Iron Rod found recognized as being the Northwest Corner of Lot 31 of said Subdivision, hereinafter referred to as the POINT OF BEGINNING. Said point being further defined by Mississippi East State Plane Coordinates of N:1775379.10 and E:782681.46.

Thence run from said POINT OF BEGINNING along the common line of said Aventura Park Hill Sub. and Ridgewood Estates Section A Sub. South 01 Degrees 27 Minutes 37 Seconds West for a distance of 70.73 feet to a 1/2" Iron Rod found. Said point being further defined by Mississippi East State Plane Coordinates of N:1775308.39 and E:782679.65; Thence South 67 Degrees 11 Minutes 09 Seconds East (passing through a 5/8" Iron Rod found at a distance of 5.06 feet) for a distance of 230.10 feet to a 3/4" Iron Pipe found; Thence South 03 Degrees 36 Minutes 54 Seconds West for a distance of 129.37 feet to a 1/2" Iron Rod found; Thence leaving said common line and along the northern right-of-way of Edison Street the following courses and distances: 1) North 85 Degrees 47 Minutes 01 Seconds West for a distance of 113.48 feet to a 1/2" Iron Rod found; 2) Thence North 64 Degrees 34 Minutes 53 Seconds West for a distance of 162.83 feet to a 1/2" Iron Rod found; 3) Thence with a curve turning to the right with an arc length of 151.63', a radius of 261.50', a chord bearing of North 47 Degrees 58 Minutes 13 Seconds West, and a chord length of 149.51' to a 1/2" Iron Rod set; Thence leaving said right-of-way North 59 Degrees 04 Minutes 59 Seconds East along the common line between Lot 31 and Lot 32 of said Aventura Park Hill Sub for a distance of 207.92 feet back to the POINT OF BEGINNING.



THE CITY OF
OXFORD

MEMORANDUM

To: Board of Aldermen
From: Mark Levy
CC: Hollis Green
Date: September 2, 2025
Re: Permission to solicit bids for the sale of Cedar Oaks

The enclosed Notice outlines the process for the sale of Cedar Oaks. It provides detailed instructions regarding submittal requirements, the deadline for offers, and applicable special conditions. If approved, the Notice will be published in the Oxford Eagle on September 10, September 17, and September 24, and will remain posted until the offer deadline of October 15.

Enclosure (1)

Notice of Public Sale of Real Property-Cedar Oaks



NOTICE
PUBLIC SALE OF REAL PROPERTY

The Mayor and Board of Alderman is seeking sealed bids for the sale of real property described below:

Cedar Oaks, located at 601 Murray Street, more particularly described as Lots 29, 30 & 31 of Avent's Park Hills Subdivision in the Northwest Quarter (NW ¼) of Section 22, Township 08 South, Range 03 West, City of Oxford, Lafayette County, Mississippi as shown on the Official Plat of said subdivision, recorded in the Office of the Chancery Clerk of Lafayette County, Mississippi in Plat Cabinet-A, Slide-35, and shown on the survey attached, collectively in Exhibit "A".

DEADLINE TO SUBMIT: 1:00 pm on Wednesday, October 15th, 2025

MANNER IN WHICH TO SUBMIT
OFFERS:

Individuals must submit written bids by hand or through US Mail. All submissions are due on Wednesday, October 15, 2025. Sealed envelopes should be labeled "Cedar Oaks Property". The offer inside the sealed envelope shall include the individual's offer form for the purchase of the Property, bid security (see below), and the individual's name, address, email, and phone number.

WHERE TO SUBMIT OFFERS: Submit sealed enveloped via hand-delivery or mail to:

City of Oxford
Cedar Oaks Property
107 Courthouse Square
Oxford, MS 38655

Electronic offers will not be accepted.

WHAT TO INCLUDE IS SUBMISSION: Individuals must include Offer Form which is available for download at www.oxfordmsbids.com. **Additionally**, all bidders must include a certified check for 5% of the offer amount as bid security.

BID SECURITY: A certified check in the amount of 5% of the offer amount should be attached to the offer form. Bid security is required



THE CITY OF
OXFORD

to demonstrate the bidder's seriousness and financial capacity to complete the transaction and shall be applied to the purchase price.

DATE OFFERS BE OPENED: October 15, 2025 at 1:00 PM

SPECIAL CONDITIONS: This sale is being conducted pursuant to Miss. Code Ann. § 21-17-1. The City of Oxford makes no warranties about lot size, square footage, or property lines and shall convey said property by quitclaim deed. The described property is being sold as-is where-is. The City of Oxford shall retain ownership of the unopened portion of Edison Street and shall have no obligation to construct, open, or improve said roadway. Any improvements proposed by any party shall be subject to review and approval by the City of Oxford in accordance with all applicable ordinances and laws. All costs and expenses associated with any such improvements shall be borne solely by the owner proposing the same. The City of Oxford shall make no alterations to the Cedar Oaks Trail, except for that portion, if any, located within Lot 31 of Avent's Park Hills Subdivision.

QUESTIONS: For questions regarding the property, please contact Mark Levy at mlevy@oxfordms.net.

Upon review, the highest and best offer will be considered by the Mayor and Board of Alderman. If no adequate offers are submitted, the property will be sold by different means as provided by law. The Mayor and Board of Alderman reserves the right to reject any and all submissions and to waive any and all informalities.

Oxford Eagle advertisement dates:

September 10th
September 17th
September 24th

This advertisement will remain posted from September 10th until October 15th on www.oxfordmsbids.com.



Offer Form

Total bid amount for property generally described as:

Cedar Oaks, located at 601 Murray Street, more particularly described as Lots 29, 30 & 31 of Avent's Park Hills Subdivision in the Northwest Quarter (NW ¼) of Section 22, Township 08 South, Range 03 West, City of Oxford, Lafayette County, Mississippi as shown on the Official Plat of said subdivision, recorded in the Office of the Chancery Clerk of Lafayette County, Mississippi in Plat Cabinet-A, Slide-35, and shown on the survey attached, collectively in Exhibit "A".

Offer Amount:

Numbers _____

Words _____

NOTE: Buyer acknowledges and agrees that Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether expressed or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Property.

Signature: _____

Date: _____

Name: _____

Address: _____

Phone: _____

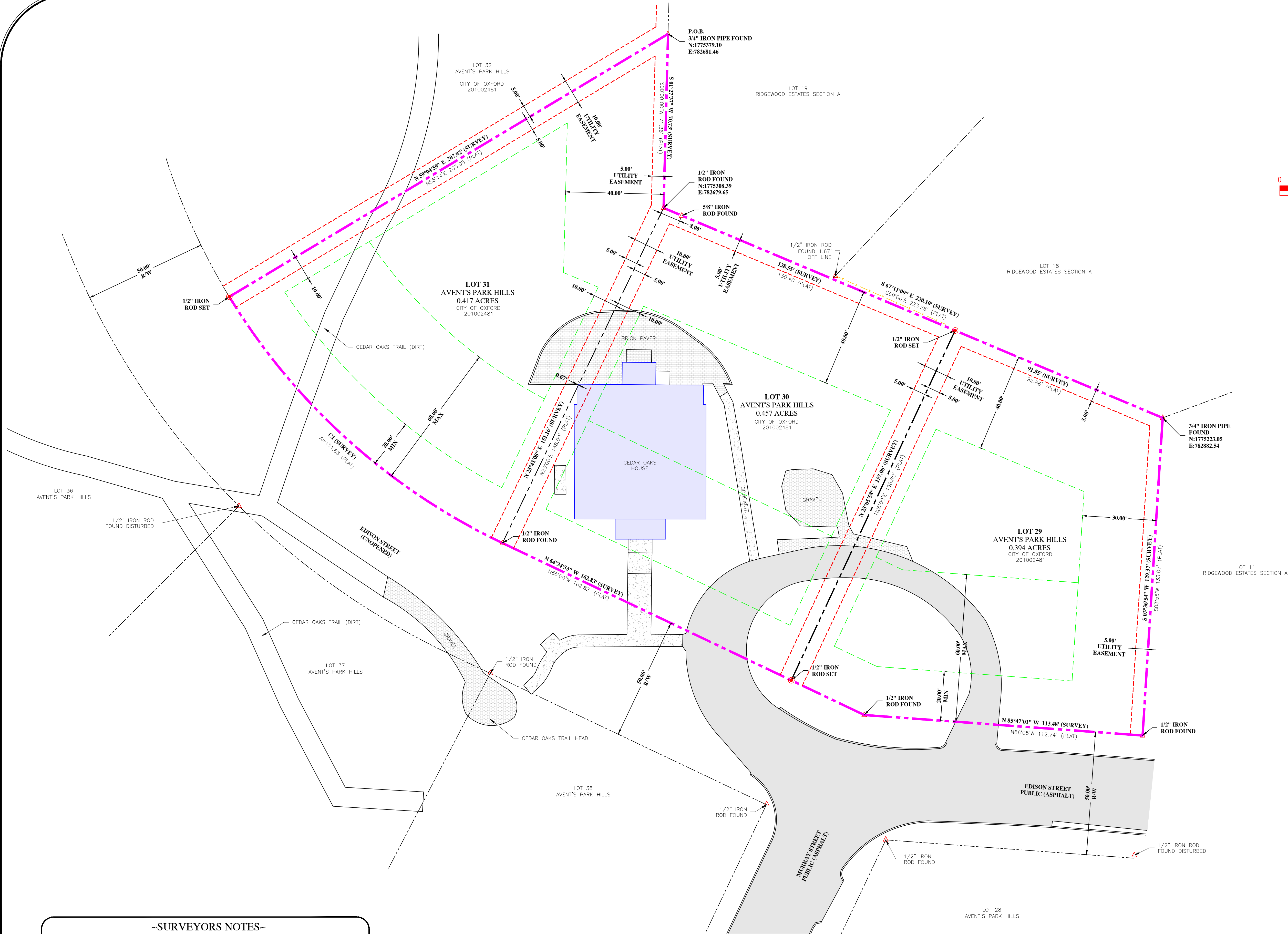
Email: _____



Exhibit A
Property Survey

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LEGEND

These standard symbols may be found in the drawing.

PROPERTY LINES

LOT LINES

ADJOINING PROPERTY LINES

EASEMENT LINES

SETBACK LINES

EDGE OF PAVEMENT

CENTERLINE OF ROAD

FENCE LINES

BUILDING

PROPERTY CORNERS

EXISTING MONUMENTS

PROPERTY CORNERS NOT SET

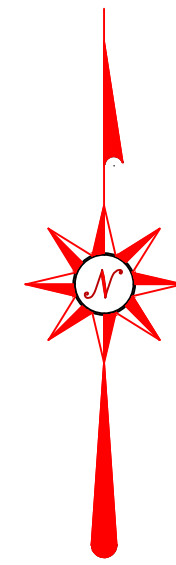
POWER POLE

0

20

40

60



PHONE: (662) 234-8539
FAX: (662) 234-8639
EMAIL: OXFORD@PECORPMS.COM
WEB SITE: PECORPMS.COM
ADDRESS: 1776 N. LAMAR
OXFORD, MS 38655

REVISIONS:

NO.	DATE	REVISIONS:	BY:
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PLAT OF SURVEY
FOR
CITY OF OXFORD
AVENTURA PARK HILLS SUB. LOTS 29, 30, 31
IN THE CITY OF OXFORD, LAFAYETTE CO., MS

~SURVEYORS NOTES~

- This Property has a land use classification of Class "B" as defined in Appendix "A" and the boundary survey meets the Minimum Quality Requirements for Condition "B" as defined in Appendix "B" of the "MISSISSIPPI STANDARDS OF PRACTICE FOR SURVEYING".
- All Bearings Are Based On Mississippi East State Plane Coordinate System Grid North As Determined By GPS Observations With A Convergence Of (-0° 22' 38") And a Scale Factor Of 0.999996510 Calculated At The Point Of Beginning.
- Horizontal Datum based on NAD 83(2011) and Vertical Datum based on NAVD 88 as posted on below station
GCGC Real Time Network
CORS - This is a GPS Continuously Operating Reference Station
Designation - Oxford Cors ARP
CORS ID - MSOX
PID - DK6714
Lat - 34° 21' 50.93047"
Lon - 89° 31' 56.51638"
- Date Of Field Survey: August 2025.
- This Property is Zoned (INT-POS) Institutional - Public Parks and Open Spaces District. Setbacks For This Zone Are As Follows:
Front yard build to line min/max = 20'/60', Side = 10' unless it abuts ER, SR, or NR, then 30', Rear = 40'
- This survey is subject to any easements recorded or unrecorded, shown or not shown on this Plat.
- This survey was done without the benefit of a Title search.
- Adjoining property owners shown hereon were obtained from Tri State Consulting Services Inc. as shown at the time of survey and may or may not be up to date.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	261.50'	151.63'	149.51'	N 47° 58' 13" W	33° 13' 22"

~DESCRIPTION OF SURVEY~

The following description is based on the Mississippi East State Plane Coordinate System grid North as determined by GPS observations with a convergence of (-0° 22' 38") and a scale factor of 0.999996510 calculated at the Point Of Beginning. All monuments set are 1/2" Iron Rods capped with plastic caps stamped PEC COA S-190.

A parcel of land being Lots 29, 30, and 31 of Aventura Park Hill Subdivision as shown on plat in the Chancery Clerks Office of Lafayette County, Mississippi in Cabinet A, Slide 35 and containing 1.268 Acres. This property described in more detail as follows:

Beginning at a 3/4" Iron Rod found recognized as being the Northwest Corner of Lot 31 of said Subdivision, hereinafter referred to as the POINT OF BEGINNING. Said point being further defined by Mississippi East State Plane Coordinates of N:1775379.10 and E:782681.46.

Thence run from said POINT OF BEGINNING along the common line of said Aventura Park Hill Sub. and Ridgewood Estates Section A Sub. South 01 Degrees 27 Minutes 37 Seconds West for a distance of 70.73 feet to a 1/2" Iron Rod found. Said point being further defined by Mississippi East State Plane Coordinates of N:1775308.39 and E:782679.65; Thence South 67 Degrees 11 Minutes 09 Seconds East (passing through a 5/8" Iron Rod found at a distance of 5.06 feet) for a distance of 230.10 feet to a 3/4" Iron Pipe found; Thence South 03 Degrees 36 Minutes 54 Seconds West for a distance of 129.37 feet to a 1/2" Iron Rod found; Thence leaving said common line and along the northern right-of-way of Edison Street the following courses and distances: 1) North 85 Degrees 47 Minutes 01 Seconds West for a distance of 113.48 feet to a 1/2" Iron Rod found; 2) Thence North 64 Degrees 34 Minutes 53 Seconds West for a distance of 162.83 feet to a 1/2" Iron Rod found; 3) Thence with a curve turning to the right with an arc length of 151.63', a radius of 261.50', a chord bearing of North 47 Degrees 58 Minutes 13 Seconds West, and a chord length of 149.51' to a 1/2" Iron Rod set; Thence leaving said right-of-way North 59 Degrees 04 Minutes 59 Seconds East along the common line between Lot 31 and Lot 32 of said Aventura Park Hill Sub for a distance of 207.92 feet back to the POINT OF BEGINNING.



Exhibit B

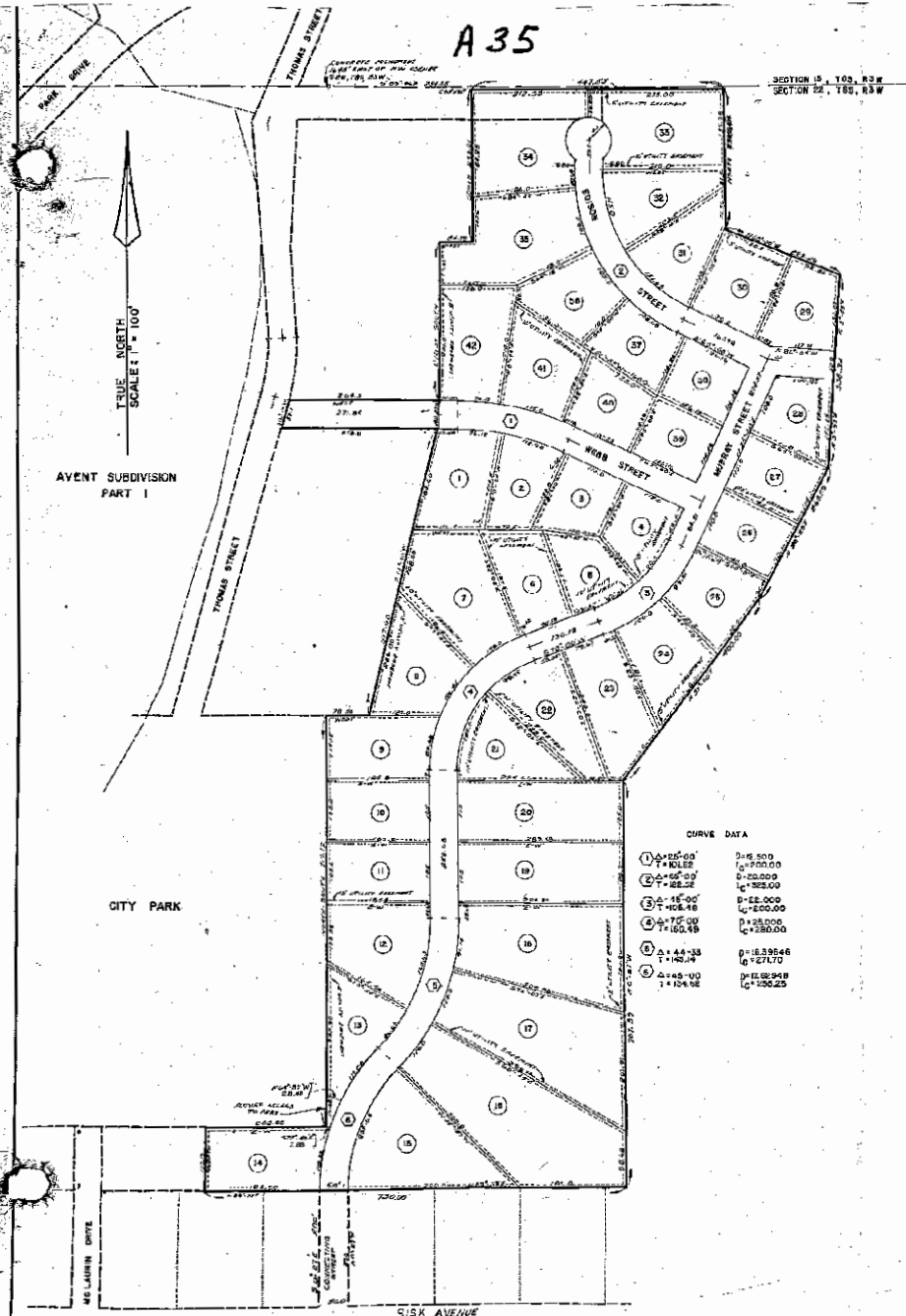
Avent's Park Hills Subdivision Plat

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page 7^c

TRUE NORTH
SCALE: 1" = 100'

AYENT SUBDIVISION
PART I



CURVE DATA

① $\Delta = 25.00^\circ$ $T = 10.12$	$B = 12.00$ $C = 20.00$
② $\Delta = 60.00^\circ$ $T = 22.52$	$B = 22.00$ $C = 32.00$
③ $\Delta = 15.00^\circ$ $T = 10.48$	$B = 12.00$ $C = 20.00$
④ $\Delta = 77.00^\circ$ $T = 16.04$	$B = 22.00$ $C = 28.00$
⑤ $\Delta = 44.33^\circ$ $T = 14.14$	$B = 16.3954$ $C = 27.17$
⑥ $\Delta = 45.00^\circ$ $T = 12.06$	$B = 12.00$ $C = 22.25$

STONY BROOK'S CERTIFICATE

I, William H. Fox, hereby certify that I have surveyed and subdivided the property laid down on this plat of title Invent's Park Hills Subdivision; some being located in Oxford, Mississippi, Section 30, T8C, 24N, Lafayette County and described in more detail.

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And I further certify that the within plat of Avenel's Park Hills Subdivision, in the City of Oxford, Mississippi is a true and correct representation or said subdivision and that I signed and delivered it as my true act and deed.

WITNESS: My hand and signature this the 7th day of June, 1965

William H. Dwyer
Edmonton, Alta., Land Surveyor

new's coverage

I, I.O.E. AVELL, OWNER OF TRACT OF LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ATTACHED HERETO, OF WATERBURY, Vt., Lead Surveyor, do hereby certify that we have caused the same to be subdivided and plotted as shown on the attached plat of AVELL'S PARK THIS subdivision, and that such subdivision and location of the streets are as you see and read, and sign and deliver this of our free will.

WITNESS: My hand and signature this 5th day of August, 1960.

COUNTY OF LANSING

.....

Personally appeared before me, Joseph J. Hardin, Clerical Clerk in and for Lafayette County, Mississippi, T.E. Arant, who executed the attached owner's certificate and acknowledged that it was signed and delivered as his act and deed and also appeared James L. Arant, who executed the attached Subsequent Owner's Certificate.

WITNESS: My hand and official seal, this 14th day of May, 1964.

James V. Harkin, Secretary U.S.A.

UNIVERSITY OF CALIFORNIA

Dr. Jesse J. Hardin, Chancery Clerk, and William H. V., Land Surveyor, certify that we have carefully compared this duplicate plat with the original plat of Invent's Stark Hill Subdivision, approved by the Mayor and Board of Aldermen of Oxford, Mississippi on April 2, 1965 and that it is an exact duplicate thereof and of the whole of said plat.

James J. Hard - William B. Love
Secretary and Surveyor

Date of entry

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

STATE of MISSISSIPPI

Approved and accepted for the City of Oxford on this the 24th day of APRIL 1965.

City Clerk

SPACE OF MEASURES 11

U.S. DEPARTMENT OF JUSTICE

J. Jesse J. Hardin, Clerk of the Chancery Court in and for said State and County, hereby certifies that this instrument was filed for record in my office at 4:15 PM o'clock on 9th day of July 1965, and was duly recorded in the Plat Book 1, page 119 of the records of said county.

WHELESS: My name and official seal. This the 9th day of Oct 1951

[Signature]
 Secretary General

Mr. William H. Long personally
appeared before me and signed
in the two places above. with
Rathleen Gayle,
Victory Public
Montgomery Center

MINUTES

City of Oxford
Board of Aldermen
Regular Meeting-BOA
Tuesday, September 17, 2024, 5:00 pm - 7:00 pm
City Hall Courtroom



1. Call to order.

The meeting of the Mayor and Board of Alderman of the City of Oxford, Mississippi, was called to order by Mayor Tannehill at 5:00pm on Tuesday, September 17, 2024 in the courtroom of Oxford City Hall when and where the following were present:

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

Mayo Mallette, PLLC- Of Counsel
Ashley Atkinson- City Clerk
Bart Robinson- Chief Operating Officer
Ben Requet- Director of Planning
Jeff McCutchen- Police Chief
Sheridan Maiden-Deputy Police Chief
Braxton Tullos- Human Resources Director
Joey Gardner- Fire Chief
Shane Fortner-Emergency Management Director
Seth Gaines- Director of Oxford Park Commission
Mike Young- Asst. Director of Oxford Park Commission
Marlee Carpenter- Stronger Together Director
Rob Neely- General Manager of Oxford Utilities
Lynwood Jones- Superintendent of City Shop-absent
Amberlyn Liles- Environmental Services Director
Greg Pinion- Buildings & Grounds Superintendent
Kara Giles- Executive Assistant to the Mayor
Hollis Green- Director of Development Services
John Crawley- City Engineer
Brad Freeman- mTrade Park Director-absent
Clay Brownlee- mTrade Park Assistant Director-absent
Michael Temple- IT Department-absent
Chris Simmons- IT Director-absent
Chandler Murabito-IT Department
Mark Levy- General Government
Laurie Steele-HR Department
Kelli Briscoe-Animal Resource Center Director
David Sabin-Police Department
Robert Baxter-Planning Dept.
Kate Kenwright-Planning Dept.

2. Adopt the agenda for the meeting.

It was moved by Alderman Hyneman, seconded by Alderman Bailey to adopt the agenda for the meeting with the deletion of item 32 and the addition of items 8, 10, and 16. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

3. Mayor's Report

4. Authorize the approval of the minutes of the Regular Meeting on September 3, 2024 and the Recess Meeting on September 12, 2024. (Ashley Atkinson)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to approve the minutes of the Regular Meeting on September 3, 2024 and the Recess Meeting on September 12, 2024. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

It was moved by Alderman Howell-Atkinson, seconded by Alderman Hyneman to approve the accounts for all city departments including a claims docket showing General Fund claims numbered 133175-133366 and ACHs 96-152, Trust & Agency claims numbered 51360-51461 and ACHs 83-90, Water & Sewer claims numbered 39413-39449 and ACHs 200-202, Metro

Narcotics claims numbered 9103-9116 and ACHs 40-41, OPC Activity claims numbered 3628-3652, and a Bond & Interest claim numbered 7012, and totaling \$2,712,776.61. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6. Consider the consent agenda:

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

a. Fixed Assets Management:

- i. Request permission to declare a 2009 Jacobsen Cushman with VIN 840570001797 surplus in the mTrade Park Department and authorize its disposal. (Brad Freeman)
- ii. Request permission to declare a broken Turnart Wheel Lock (boot), a list of computer monitors, and a Savin MP C5503 Copier with SN C84077101 surplus in the Oxford Police Department and authorize their disposal. (Jeff McCutchen)

b. Grants:

c. Human Resources:

- i. Request permission to accept the resignation of Jesse Arnold in the Oxford Fire Department, effective September 23, 2024. (Braxton Tullos)
- ii. Request permission to hire Kyle Baynard as a Firefighter with an annual salary of \$50,891.05 and to hire James Lee as a Firefighter with an annual salary of \$47,616.30 in the Oxford Fire Department. (Braxton Tullos)
- iii. Request permission to accept the resignation of Darnell Briggs in the Oxford ARC Department, effective September 12, 2024. (Braxton Tullos)
- iv. Request permission to hire Gabrielle Isbell as a Full-Time Animal Care Technician in the Oxford ARC department, with an annual salary of \$35,568.00. (Braxton Tullos)
- v. Request permission to hire Tomatque Shaw as a Seasonal employee in the Environmental Services Department, with an hourly rate of \$15.00. (Braxton Tullos)
- vi. Request permission to hire Chloe Harrington as a Seasonal employee in the mTrade Park Department with an hourly rate of \$9.25. (Braxton Tullos)
- vii. Request permission to hire Grant Johnson and Tyler Zane Aisnworth as Part-Time Facility Workers at the Oxford Conference Center, each with an hourly rate of \$12.00. (Braxton Tullos)
- viii. Request permission to accept the resignation of Ashley Davis in the Environmental Services Department, effective October 2, 2024. (Braxton Tullos)
- ix. Request permission to approve unpaid volunteers for the Oxford Animal Resource Center. (Kelli Briscoe)

d. Miscellaneous:

- i. Request approval of water and/or sewer adjustments in accordance with the Oxford Utilities Leak Adjustment Policy. (Rob Neely)
- ii. Request permission to accept the donation of a 16" battery powered chainsaw from Home Depot for the Oxford Fire Department. (Joey Gardner)
- iii. Request permission to accept donations on behalf of the Oxford ARC. (Kelli Briscoe)

e. Travel Requests:

- i. Request permission for two employees to attend the Delta Strong: End Trafficking Together Conference in Cleveland, MS on October 10-11, 2024 at no cost to the City. (Nikkie Denley)
- ii. Request permission for two employees to attend the Winter Clerk's Conference in Flowood, MS, on December 11-13, 2024, at an estimated cost of \$2,000.00. (Ashley Atkinson)
- iii. Request permission for two employees to attend the First Responders Peer Support Chaplain training in Jonesboro, AR on October 4, 2024 at an estimated cost of \$400.00. (Joey Gardner)
- iv. Request permission for an employee to attend the FBI-LEEDA Command Leadership Institute in Largo, FL on November 11-15, 2024 at an estimated cost of \$1,796.16. (Jeff McCutchen)
- v. Request permission for three employees to attend the Delta Strong, Human Trafficking Conference in Cleveland, MS on October 10-11, 2024 at an estimated cost of \$831.00. (Jeff McCutchen)
- vi. Request permission for an employee to attend the TECC Class in Pearl, MS on October 14-15, 2024 at an estimated cost of \$200.00. (Joey Gardner)
- vii. Request permission for an employee to attend the MCDEMA Mid-Winter Conference in Biloxi, MS on November 18-20, 2024 at an estimated cost of \$625.00. (Hollis Green)

- viii. Request permission for two employees to attend the MS Solid Waste Association of North America 2024 Fall Conference in Natchez, MS on October 13-17, 2024 at an estimated cost of \$472.00. (Amberlyn Liles)
 - ix. Request permission for Environmental Services employees to attend the Keep Mississippi Beautiful Conference in Ocean Springs, MS on November 3-5, 2024 at an estimated cost of \$531.00. (Amberlyn Liles)
 - x. Request permission for Environmental Services employees to attend the 2024 Solid Waste Association of North America Wastecon in Dallas, TX on October 20-24, 2024 at an estimated cost of \$590.00. (Amberlyn Liles)
7. Request permission to accept the quote from RLI for the General Liability Insurance for the Oxford-University Transit System. (Donna Zampella)
- It was moved by Alderman Addy, seconded by Alderman Bailey to accept the quote from RLI for the General Liability Insurance for the Oxford-University Transit System. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
8. Request permission to approve a budget amendment for the purchase of new buses for the Oxford-University Transit System. (Donna Zampella)
- It was moved by Alderman Addy, seconded by Alderman Crowe to approve a FY2025 budget amendment, in the amount of \$360,000.00, for the purchase of new buses for the Oxford-University Transit System. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
9. Discuss the TVA Wholesale Rate Adjustment. (Rob Neely)
- Oxford Utilities Superintendent, Rob Neely, briefed the Board on the upcoming TVA wholesale rate adjustment. It is a pass through increase and does not include an increase on the local level. He estimates that the average customer might see a \$40.00 per year increase in their bill. No action was taken on this matter.
10. Request permission to approve a lease agreement renewal for a new postage meter in the City Clerk's Office. (Ashley Atkinson)
- It was moved by Alderman Addy, seconded by Alderman Howell-Atkinson to approve a lease agreement renewal for a new postage meter in the City Clerk's Office. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
11. Request permission to approve the reverse auction bids received and authorize the purchase of a Front-End Loader Refuse Truck for the Environmental Services Department. (Amberlyn Liles)
- It was moved by Alderman Addy, seconded by Alderman Taylor to approve the reverse auction bids received and authorize the purchase of a Front-End Loader Refuse Truck from Sansom Equipment Company, in the amount of \$405,000.00, for the Environmental Services Department. This is budgeted in FY 2024-2025. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
12. Request permission to accept the reverse auction bids received and authorize the purchase of debris vacuum body for the Environmental Services Department. (Amberlyn Liles)
- It was moved by Alderman Bailey, seconded by Alderman Hyneman to accept the reverse auction bids received and authorize the purchase of a debris vacuum body from PAC-MAC/Hol-Mac Equipment Company, in the amount of \$137,088.00, for the Environmental Services Department. This is budgeted in the FY2024-2025 budget. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
13. Second reading and Public Hearing for an Ordinance amending Chapter 87, Article III, Junk Vehicles and Appliances. (Jeff McCutchen)
- After calling for public comment and receiving none, it was moved by Alderman Hyneman, seconded by Alderman Hulse to approve the proposed Ordinance amending Chapter 87, Article III, Junk Vehicles and Appliances. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
14. Request permission to approve a Parade/Assembly Permit for Upstream Life Insurance Company to host a mobile blood drive on December 3, 2024 from 9:00am-3:00pm. (Jeff McCutchen)
- It was moved by Alderman Addy, seconded by Alderman Taylor to approve a Parade/Assembly Permit for Upstream Life Insurance Company to host a mobile blood drive on December 3, 2024 from 9:00am-3:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
15. Request permission to approve a Parade/Assembly Permit for Oxford High School Student Council to host their annual Homecoming Parade on October 22, 2024 from 6:00pm-8:00pm. (Jeff McCutchen)
- It was moved by Alderman Addy, seconded by Alderman Bailey to approve a Parade/Assembly Permit for Oxford High School Student Council to host their annual Homecoming Parade on October 22, 2024 from 6:00pm-8:00pm. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.
16. Request permission to accept the FY2025 405D Alcohol and Impaired Driving (Training) Grant in the amount of \$628,440.75 and adopt budget for same. (Jeff McCutchen)



It was moved by Alderman Hyneman, seconded by Alderman Huelse to accept the FY2025 405D Alcohol and Impaired Driving (Training) Grant in the amount of \$628,440.75 and adopt budget for same. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

correction/addition a/wording left off

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

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

18. Request approval of a Final Plat for Case #3124, for LT2, LLC, for "The Grove at Grand Oaks, Phase 8, Parts II & III", for property located at 1200 Crowson Drive, being further identified as PPIN 26136. (Ben Requet)

It was moved by Alderman Huelse, seconded by Alderman Hyneman to approve a Final Plat for Case #3124, for LT2, LLC, for "The Grove at Grand Oaks, Phase 8, Parts II & III", for property located at 1200 Crowson Drive, being further identified as PPIN 26136. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

19. Consider a request from JP Corp General Contractors for the final acceptance of the Oxford Conference Center terrace project. (Mark Levy)

It was moved by Alderman Huelse, seconded by Alderman Crowe to approve a request from JP Corp General Contractors for the final acceptance of the Oxford Conference Center Terrace Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

20. Consider a Resolution to accept the transfer of Punkin Water Association to Oxford Utilities, and authorize the Mayor to execute the closing documents. (Mark Levy)

It was moved by Alderman Addy, seconded by Alderman Huelse to approve a Resolution accepting the transfer of Punkin Water Association to Oxford Utilities, and authorize the Mayor to execute the closing documents. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

21. Consider quotes for the construction of a privacy fence at the Oxford Memorial Cemetery. (Mark Levy)

It was moved by Alderman Hyneman, seconded by Alderman Addy to accept the quote from Top Rail Fence, in the amount of \$32,280.50, for the placement of a fence along the recent project area from the underground pipe on the East side of the project area to the west property line and placed as close to the existing chain link fence as possible on the South side of the ditch along the cemetery border. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

22. Consider a Resolution declaring certain Municipal Property surplus and authorize a contract for the sale of same. (Mark Levy)

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

It was moved by Alderman Hyneman, seconded by Alderman Bailey to approve a Resolution declaring certain Municipal Property, known as an unopened section of South 13th Street, surplus and authorize a contract for the sale of same. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

23. Request permission to approve an easement to NEMEPA for the installation of a primary electrical distribution line at the landfill. (Mark Levy)

Alderman Addy returned to the meeting.

It was moved by Alderman Bailey, seconded by Alderman Huelse to approve an easement to NEMEPA for the installation of a primary electrical distribution line at the landfill. This is for a new line to the tractor shed. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

24. Consider a proposal from Demolition Specialist for a hazardous material inspection at the current Oxford Police Department building. (Mark Levy)

It was moved by Alderman Addy, seconded by Alderman Crowe to accept a proposal from Demolition Specialist for a hazardous material inspection at the current Oxford Police Department building. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

25. Consider a proposal from Corbett, Legge, and Associates (CLA) for a mechanical, plumbing, and electrical system report at the current Oxford Police Department building. (Mark Levy)

It was moved by Alderman Addy, seconded by Alderman Huelse to approve a proposal from Corbett, Legge, and Associates (CLA) for a mechanical, plumbing, and electrical system report at the current Oxford Police Department building. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

26. Consider Change Order #1 & Final for the Punkin Water Distribution Improvements Project. (John Crawley)

It was moved by Alderman Addy, seconded by Alderman Hulse to approve a Change Order #1 & Final, in the amount of \$17,086.20, for the Punkin Water Distribution Improvements Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

27. Request approval of an Engineering Services Agreement with Elliott & Britt Engineering, PA related to intersection improvements for a proposed roundabout at North Lamar Blvd. and Molly Barr Road. (John Crawley)

It was moved by Alderman Bailey, seconded by Alderman Hulse to approve an Engineering Services Agreement with Elliott & Britt Engineering, PA related to intersection improvements for a proposed roundabout at North Lamar Blvd. and Molly Barr Road. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

28. Request approval of an Engineering Services Agreement with Elliott & Britt Engineering, PA for pedestrian signal improvements at the intersection of Bramlett Blvd. and University Avenue. (John Crawley)

It was moved by Alderman Addy, seconded by Alderman Crowe to approve an Engineering Services Agreement with Elliott & Britt Engineering, PA for pedestrian signal improvements at the intersection of Bramlett Blvd. and University Avenue. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

29. Consider a request from LT2, LLC to accept the infrastructure in Grand Oaks, Phase VIII, Parts II & III. (John Crawley)

It was moved by Alderman Bailey, seconded by Alderman Hulse to approve a request from LT2, LLC to accept the infrastructure in Grand Oaks, Phase VIII, Parts II & III. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

30. Request approval of an Engineering Services Agreement with Williams Engineering Consultants, Inc. as related to the North Lamar Corridor Improvements Project from Price Street to Molly Barr Road. (John Crawley)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Hulse to approve an Engineering Services Agreement with Williams Engineering Consultants, Inc. as related to the North Lamar Corridor Improvements Project from Price Street to Molly Barr Road. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

31. Consider a request from Oxford Commons III, LLC to accept the infrastructure in The Heights at Oxford Commons, Phases 10, 11, & 12. (John Crawley)

It was moved by Alderman Addy, seconded by Alderman Hulse to approve a request from Oxford Commons III, LLC to accept the infrastructure in The Heights at Oxford Commons, Phases 10, 11, & 12. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

32. Consider a request from Oxford Commons IV, LLC to accept the infrastructure in The Oaks at Oxford Commons, Phases 1, 2, 3, 7, 8, 9, 11, 12, 18, 19, & 27. (John Crawley)

This item was removed from the agenda.

33. Consider an executive session.

It was moved by Alderman Bailey, seconded by Alderman Crowe to consider an executive session for personnel issues and a matter related to property ownership. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Hyneman to enter into an executive session for personnel issues in the Oxford Police Department and the General Government Department and a matter related to property ownership on South Lamar Blvd. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Addy, seconded by Alderman Hulse to follow the recommendation of the department head and HR Director and suspend Oxford Police Department employee, Dylan Hudson, for 40 hours, for violation of City Policy. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

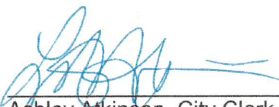
It was moved by Alderman Bailey, seconded by Alderman Crowe to return to regular session. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

34. Adjourn.

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



Robyn Tannehill, Mayor



Ashley Atkinson, City Clerk





MINUTES

City of Oxford

Board of Aldermen

Recess Meeting

Wednesday, August 06, 2025 at 09:00 AM

City Hall Courtroom

1. Opening the Meeting

1.a. Call to Order.

The Recess Meeting of the Mayor and Board of Aldermen of the City of Oxford, Mississippi, was called to order by Mayor Tannehill at 9:00am on Wednesday, August 6, 2025 in the courtroom of Oxford City Hall when and where the following were present:

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

Ashley Atkinson, City Clerk-Finance Director
Hollis Green, Chief Operating Officer
Braxton Tullos, HR Director
Jessi Tolleson, Comptroller
Dana Wilemon, Accountant I

1.b. Adopt the agenda for the meeting.

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

2. Regular Agenda: New Business

2.a. Budget Presentation: Water & Sewer Fund (Rob Neely)

Oxford Utilities Superintendent, Rob Neely, presented the Fiscal Year 2025-2026 budget for the Water & Sewer Fund.

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

After a brief discussion regarding the FY 2025-2026 assessed value, it was moved by Alderman Bailey, seconded by Alderman Huelse to keep the mill rate unchanged from the previous year. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Hyneman to add the LED Lighting Projects proposed by the Oxford Conference Center to the budget. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Huelse, seconded by Alderman Crowe to allow the Environmental Services Department to purchase an additional piece of equipment upon the sale of surplus equipment. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Huelse, seconded by Alderman Bailey to approve the purchase of equipment from InMotion Systems, LLC (HitTrax) and FungoMan, in the amounts of \$102,570.00 (50% deposit due upon order) and \$39,908.00 (with a 75% deposit due upon order), respectively; and to pay deposits (pending the receipt and approval of purchase agreements) for a batting simulator and batting cages at mTrade Park, amending the budget as necessary. There is a substantial lead time on these two items and this will allow them to be installed earlier in the new fiscal year. These expenses will be paid from the 2% Food & Beverage Fund. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Smith, seconded by Alderman Bailey to approve funding for a new Sports Marketing position at Visit Oxford, to be included in their FY 2025-2026 budget. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Huelse to approve a new Operating Manager position to be included in mTrade Park's FY 2025-2026 budget. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Hyneman to approve a new Small Engine Mechanic position to be included in the City Shop's FY 2025-2026 budget. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Crowe, seconded by Alderman Bailey to approve a new Building Inspector position to be included in the Development Services-Building Department's FY 2025-2026 budget. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Huelse to approve a new Administrative Assistant position in the General Government's FY 2025-2026 budget. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Huelse, seconded by Alderman Crowe to approve a new Municipal Court Clerk position in the Municipal Court Department's FY 2025-2026 budget. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Crowe, seconded by Alderman Huelse to approve a new Zoning Officer position in the Development Services-Planning Department's FY 2025-2026 budget. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Huelse, seconded by Alderman Hyneman to approve two new Landscape Maintenance positions in the Landscaping Department's FY 2025-2026 budget. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Huelse, seconded by Alderman Bailey to approve an additional \$900,000.00 for the Oxford Police Department's FY 2025-2026 budget. This allocation may be used for additional positions and/or equipment, based on the priorities or needs, as determined by the Police Chief. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Huelse, seconded by Alderman Crowe to approve one new position (out of the three presented) for the Oxford ARC, based on the department's needs, as determined by the Director. All the aldermen present voting aye, Mayor Tannehill declared

the motion carried.

3. Closing the Meeting

3.a. Consider an executive session.

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

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

The City Clerk, Comptroller, and Accountant left the meeting at this time.

It was moved by Alderman Bailey, seconded by Alderman Crowe to approve a 3% COLA raise, effective October 1, 2025, for all current full-time city employees. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Crowe, seconded by Alderman Smith to approve a list of salaries, effective October 1, 2025, for the Oxford ARC, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Huelse, seconded by Alderman Hyneman to approve a list of salaries, effective October 1, 2025, for the Buildings and Grounds Department, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Howell-Atkinson, seconded by Alderman Taylor to approve a list of salaries, effective October 1, 2025, for the City Shop, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Smith, seconded by Alderman Crowe to approve a list of salaries, effective October 1, 2025, for the Oxford Conference Center, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Huelse, seconded by Alderman Howell-Atkinson to approve a list of salaries, effective October 1, 2025, for the Development Services Department, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Hyneman, seconded by Alderman Howell-Atkinson to approve a list of salaries, effective October 1, 2025, for the Environmental Services Department, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Hyneman, seconded by Alderman Huelse to approve a list of salaries, effective October 1, 2025, for the Financial Administration Department, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Crowe, seconded by Alderman Huelse to approve a list of salaries, effective October 1, 2025, for the Emergency Management Department, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Huelse, seconded by Alderman Smith to approve a list of salaries, effective October 1, 2025, for the Oxford Fire Department, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Howell-Atkinson, seconded by Alderman Bailey to approve a list of salaries, effective October 1, 2025, for the IT Department, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Howell-Atkinson to approve a list of

salaries, effective October 1, 2025, for the Human Resources Department, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Hulse, seconded by Alderman Bailey to approve a list of salaries, effective October 1, 2025, for the General Government Department, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

The Mayor left the meeting at this time.

It was moved by Alderman Smith, seconded by Alderman Crowe to set the Mayor's salary at \$135,000.00, effective October 1, 2025. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

The Mayor returned to the meeting at this time.

It was moved by Alderman Hulse, seconded by Alderman Bailey to approve a list of salaries, effective October 1, 2025, for the employees in the Executive Department (excluding the Mayor), as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Hulse to approve a list of salaries, effective October 1, 2025, for the mTrade Park Department, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Hulse, seconded by Alderman Bailey to approve a list of salaries, effective October 1, 2025, for the Municipal Court Department, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Bailey, seconded by Alderman Howell-Atkinson to approve a list of salaries, effective October 1, 2025, for the Oxford Park Commission, as presented. All the aldermen present voting aye Mayor Tannehill declared the motion carried.

It was moved by Alderman Hulse, seconded by Alderman Howell-Atkinson to approve a list of salaries, effective October 1, 2025, for the Oxford Police Department, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Smith, seconded by Alderman Crowe to approve a list of salaries, effective October 1, 2025, for the Stronger Together Oxford Department, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Smith, seconded by Alderman Taylor to approve a list of salaries, effective October 1, 2025, for the Oxford Utilities Departments, as presented. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Crowe, seconded by Alderman Hulse to approve a list of salaries, effective October 1, 2025, for the Visit Oxford Department, as presented. 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.

3.b. Adjourn.

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

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk-Finance Director



MINUTES

City of Oxford

Board of Aldermen

Regular Meeting

Tuesday, August 19, 2025 at 05:00 PM

City Hall Courtroom

1. Opening the Meeting

1.a. Call to Order.

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

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

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

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

1.b. Adopt the agenda for the meeting.

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

1.c. Mayor's Report

2. Regular Agenda: City Clerk's Office

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

Agenda Attachments

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

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

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

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

3. Consider the consent agenda:

3.a. Fixed Asset Management:

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

Agenda Attachments

1. [Metro- Agreed Order of Forfeiture.pdf](#)
2. [Metro- surplus.pdf](#)
3. [OU surplus equipment.pdf](#)
4. [Surplus Form 08 Ford F150.pdf](#)
5. [Surplus Form Cybex Elliptical 1.pdf](#)
6. [Surplus Form Cybex Elliptical 2.pdf](#)
7. [Surplus Form Ford ranger.pdf](#)
8. [Surplus Form life fitness Cycle 9500.pdf](#)
9. [Planning- Apple iMac Computer 8.19.25.pdf](#)
10. [Dell 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)

Agenda Attachments

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

3.c. Human Resources:

- i. Request permission to accept the resignation of Marie Matthews in the Municipal Court Department, effective August 7, 2025. (Braxton Tullos)
- ii. Request permission to accept the resignation of Caitlan McLarty in the City Clerk's Office, effective August 31, 2025. (Braxton Tullos)
- iii. Request permission to accept Abigail Gacek, Antonella Rescigno, Grace Cecchini, Emily Woodruff, Helen Tremble, Haley Rivers, Joseph Vozniak, Olivia Helmke, Kyra Jones, Kelly Blackburn, and Shannon Anderson as unpaid interns for the fall semester at the Oxford Police Department. (Braxton Tullos)
- iv. Request permission to accept the resignation of Ajaluah Caldwell, in the Oxford Police Department, effective August 7, 2025. (Braxton Tullos)
- v. Request permission to hire Nolan Chaney- Long and Caylynn Scott as Part- Time Communications Officers in the Oxford Police Department, each with an hourly rate of \$17.10. (Braxton Tullos)
- vi. Request permission to hire Dylan Edwards as a Communications Officer, with an annual salary of \$37,575.24, and to hire Seth Hunter as a PACE Officer, with an annual salary of \$40,253.24, and to hire Cody Conner as a Patrol Officer, with an annual salary of \$52,531.65 in the Oxford Police Department. (Braxton Tullos)

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

3.d. Miscellaneous:

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

3.e. Travel Requests:

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

4. Regular Agenda: Other Departments

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

Agenda Attachments

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

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

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

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

Agenda Attachments

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

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

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

Agenda Attachments

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

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

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

Agenda Attachments

1. [OFD_code_changes.pdf](#)

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

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

Agenda Attachments

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

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

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

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

5. Regular Agenda: Police Department

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

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

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

Agenda Attachments

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

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

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

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

6. Regular Agenda: Development Services-Planning Department

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

Agenda Attachments

1. [3247 MBoA.pdf](#)

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

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

Agenda Attachments

1. [3251 MBoA.pdf](#)

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

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

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

Agenda Attachments

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

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

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

Agenda Attachments

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

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

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

Agenda Attachments

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

Alderman Bailey returned to the meeting at this time.

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

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

Agenda Attachments

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

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

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

Agenda Attachments

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

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

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

Minutes Attachments

1. [Signed_EDG_contract_planning.pdf](#)

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

7. Regular Agenda: Development Services-Engineering Department

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

Agenda Attachments

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

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

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

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

Agenda Attachments

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

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

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

Agenda Attachments

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

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

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

Agenda Attachments

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

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

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

Agenda Attachments

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

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

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

Agenda Attachments

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

Minutes Attachments

1. [Qwick_Curb_Quote.pdf](#)

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

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

Agenda Attachments

1. [Memo - Request Permission for Mayor to Execute Engineering Agreement.pdf](#)
2. [engineering agreement E and B.pdf](#)

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

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

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

Agenda Attachments

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

Minutes Attachments

1. [executed contract for purchase Davis Estate to City.pdf](#)

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

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

Agenda Attachments

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

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

8. Regular Agenda: Closing the Meeting

- 8.a. Consider an executive session.

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

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

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

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

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

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

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

It was moved by Alderman Crowe, seconded by Alderman Howell-Atkinson to demote Oxford Fire Department employee, Ronnie Payne, for violation of City policy. His new position will be Firfighter, with an annual salary of \$52,417.78. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

It was moved by Alderman Crowe, seconded by Alderman Howell-Atkinson to follow the recommendation of the HR Director and Fire Chief and place Oxford Fire Department Employee, Charles Barranco, on paid, administrative leave until further notice. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

8.b. Adjourn.

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

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk-Finance Director

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF OXFORD, MISSISSIPPI, WITH REFERENCE TO FIXING THE TAX RATE OR LEVY FOR THE MUNICIPALITY AND FOR ANY OTHER AREA SUBJECT TO TAXES OF THE MUNICIPALITY AND IN THE OXFORD MUNICIPAL SEPARATE SCHOOL DISTRICT, IN ACCORDANCE WITH SECTION 21-33-45 OF THE MISSISSIPPI CODE OF 1972 AS AMENDED AND OTHER SECTIONS OF SAID CODE.

Be it resolved by the Mayor and Board of Aldermen of the City of Oxford, Mississippi, that the tax rate or levy of the municipality of the City of Oxford, Mississippi, and of the Oxford Municipal Separate School District shall be for the following purposes and amounts:

CITY OF OXFORD – 2025-2026		
	Mill Rate	Proposed Authority
General Fund		23.20 21-33-45
Parks & Recreation		2.00 21-37-43
2012 General Obligation		1.00 21-33-45
2025 General Obligation		.85 21-33-45
2023 General Obligation		1.45 21-33-45
2015 General Obligation		1.45 21-33-45
2017A General Obligation		1.10 21-33-45
2017B General Obligation		1.10 21-33-45
2018A General Obligation		.50 21-33-45
	Subtotal for Municipality	<u>32.65</u>
School Bond & Interest		16.86 37-59-1
School Maintenance		<u>44.65</u> 37-57-104-107
	Subtotal for Oxford School	

61.51

TOTAL MILLS FOR CITY & SCHOOL 94.16

The above and foregoing Resolution having been first been reduced to writing and read by the City Clerk of the said Board, considered section by section and then as a whole, and on the motion of Alderman _____, seconded by Alderman _____, it was adopted section by section and then as a whole, and the vote of the Aldermen for the passage thereof, was as follows:

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

Whereupon the Mayor declared the motion carried and the Resolution adopted, this the 10th day of September, 2025.

ROBYN TANNEHILL, MAYOR

ATTEST:

ASHLEY ATKINSON, CITY CLERK

**City of Oxford Municipal Budget
Fiscal Year 2025-2026
as adopted September 10, 2025**

REVENUES

General Fund

**2025-2026
Projected
Revenues**

TAXES

AD VALOREM TAX	\$ 15,015,414
PARK COMM TAX LEVY	\$ 1,316,067
OVER 65 TAX REIMB	\$ 212,300
IN LIEU OF TAXES	\$ 429,000
PENALTIES & INTEREST	\$ 180,000
UTILITY TAX	\$ 21,000
Subtotal	\$ 17,173,781

LICENSES AND PERMITS

UTILITY PERMIT FEES	\$ -
PLANNING DEPT. INCOME	\$ 300,000
PRIVILEGE LICENSE	\$ 100,000
FRANCHISE CHARGES	\$ 957,000
BLDG & ZONING	\$ 2,400,000
KEG PERMITS	\$ 100
TAXI PERMITS	\$ 100
SPECIAL EVENT PERMITS	\$ 5,000
Subtotal	\$ 3,762,200

INTERGOVERNMENTAL REVENUES

MUNICIPAL AID	\$ 38,000
POLICE TRAINING	\$ 30,000
SALES TAX-RENTAL CAR SETTLEMENT	\$ 40,000
SALES TAX - REVENUE	\$ 14,917,000
ABC LICENSES	\$ 220,000
FIRE PROTECTION	\$ 164,205
REIMB. STATE OF MS-GRANTS	\$ 25,000
FEMA REIMBURSEMENTS RECEIVED	\$ 25,000
U OF MS-OFD CAPITAL CONT	\$ 75,000
U OF MS REIMB.-FOOTBALL	\$ 100,000
COUNTY AD VALOREM TAX	\$ 1,678,617
UNIV OF MISS FIRE PROTECTION	\$ 1,595,000
HOSPITAL ROW PAYMENT	\$ 3,039
COUNTY FNC PARK PAYMENT	\$ 150,000
E JACKSON AVE LEASE REVENUE	\$ 43,000
SCHOOL RESOURCE OFFICER REIMB	\$ 550,000
U OF MS RIFLE RANGE PAYMENT	\$ 61,000
Subtotal	\$ 19,714,861

GOVERNMENTAL SERVICES

DAMAGES ON TAX REDEMPTIONS	\$ 110,000
FIRE INSPECTION FEES	\$ 1,000
PUBLIC RECORDS REQUEST FEES	\$ 2,000
INCOME FROM POLICE DEPT FEES	\$ 65,000
INCOME FROM ARC-ADOPTIONS	\$ 30,000
INCOMD FROM ARC-MISC	\$ 2,500
INCOME FROM SWIM POOL	\$ 35,000
INCOME FROM OPD TRAINING CLASSES	\$ -
SCHOOL COLLECTIONS	\$ 65,000
Subtotal	\$ 310,500

FINES AND FORFEITS

COURT FINES/FORFEITS	\$ 700,000
PROBATION FEES	\$ 25,000
Subtotal	\$ 725,000

MISCELLANEOUS

INCOME FROM ARC-FUNDRAISING	\$ -
INCOME FROM ARC-DONATION OF FEES	\$ -
DONATIONS	\$ -
MISCELLANEOUS	\$ 100,000
INTEREST EARNED	\$ 1,000,000
mTRADE PARK SPONSORSHIP	\$ 150,000
mTRADE PARK CONCESSIONS	\$ 1,000,000
mTRADE PARK GATE REVENUE	\$ 50,000
mTRADE PARK RENTAL REVENUE	\$ 50,000
mTRADE PARK DUGOUT INCOME	\$ 10,000
Subtotal	\$ 2,360,000
INTERFUND TRANSFERS	
TRANSFER-CEMETERY T/A	\$ 20,000
TRANSFER WAT/SEW-GEN	\$ 1,000,000
TRANSFER-REIMB ELEC	\$ 34,124
TRANSFERS-2%-OPD Downtown Unit	\$ 1,000,000
TAX EQUIVALENT-E/D	\$ 1,165,000
TRANSFER-\$30M TRUST PROCEEDS	\$ 218,000
TRANSFER-PARKING DIV. REIM.	\$ 235,048
TRANSFERS- T & A FUNDS	\$ 3,060,000
TRANSFER IN-ARPA REIMB	\$ -
TRANSFER FROM OPC ACTIVITY FUND	\$ 300,000
Subtotal	\$ 7,032,172
GRAND TOTAL FOR REVENUES	\$ 51,078,514
Beginning Cash Used	\$ 7,210,368
Total	\$ 58,288,882

**2025-2026 Budget
General Fund**

**2025-2026 Budgeted Figures
as of October 1, 2025**

<u>Departments</u>	<u>Personnel Services</u>	<u>Supplies</u>	<u>Other Svcs.</u>	<u>Capital Outlay</u>	<u>Debt Service</u>	<u>Total</u>
Legislative	\$ 212,199	\$ 1,500	\$ 19,500	\$ -	\$ -	\$ 233,199
Judicial	\$ 831,091	\$ 71,000	\$ 211,000	\$ -	\$ -	\$ 1,113,091
Executive	\$ 297,570	\$ 10,500	\$ 14,200	\$ 19,500	\$ -	\$ 341,770
Media & Content	\$ 103,960	\$ 14,500	\$ 10,000	\$ 54,800	\$ -	\$ 183,260
Elections	\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ 10,000
Financial Administration	\$ 961,772	\$ 152,000	\$ 212,950	\$ 10,000	\$ -	\$ 1,336,722
Human Resources	\$ 447,134	\$ 70,100	\$ 161,000	\$ 15,000	\$ -	\$ 693,234
Law	\$ -	\$ -	\$ 420,000	\$ -	\$ -	\$ 420,000
Buildings & Grounds	\$ 1,738,367	\$ 702,759	\$ 18,680	\$ 249,555	\$ -	\$ 2,709,361
General Government	\$ 1,502,723	\$ 212,268	\$ 1,961,691	\$ 939,144	\$ 148,589	\$ 4,764,415
Community Promotions	\$ -	\$ 75,000	\$ 625,151	\$ -	\$ -	\$ 700,151
Facilities Maintenance	\$ 116,995	\$ -	\$ -	\$ -	\$ -	\$ 116,995
Landscaping	\$ 262,031	\$ -	\$ -	\$ -	\$ -	\$ 262,031
Police Dept.	\$ 11,372,721	\$ 887,009	\$ 1,212,487	\$ 1,246,278	\$ -	\$ 14,718,495
Fire Dept.	\$ 7,425,551	\$ 364,489	\$ 177,190	\$ 1,170,621	\$ 174,245	\$ 9,312,096
Emergency Mgmt.	\$ 156,293	\$ 32,500	\$ 68,500	\$ 130,000	\$ -	\$ 387,293
Environmental Svcs-ROW	\$ 461,528	\$ 29,500	\$ 285,000	\$ 35,000	\$ -	\$ 811,028
Cemetery Maint.	\$ 27,989	\$ 18,000	\$ 13,500	\$ -	\$ -	\$ 59,489
Parks & Recreation	\$ 1,398,206	\$ 134,100	\$ 346,000	\$ 1,293,000	\$ -	\$ 3,171,306
Swimming Pool	\$ 64,590	\$ 79,500	\$ 34,100	\$ 25,000	\$ -	\$ 203,190
Stronger Together Oxford	\$ 171,220	\$ 27,200	\$ 56,500	\$ 7,500	\$ -	\$ 262,420
mTrade Park	\$ 1,129,649	\$ 816,000	\$ 414,000	\$ 218,000	\$ -	\$ 2,577,649
City Garage	\$ 730,945	\$ 812,000	\$ 45,500	\$ 55,000	\$ -	\$ 1,643,445
Animal Resource Center	\$ 661,462	\$ 172,500	\$ 173,700	\$ 74,728	\$ -	\$ 1,082,390
TOTALS	\$ 30,073,996	\$ 4,682,425	\$ 6,490,649	\$ 5,543,126	\$ 322,834	\$ 47,113,030

**2025-2026 Budget
DEVELOPMENT SVCS**

**2025-2026 Budgeted Figures
as of October 1, 2025**

<u>Departments</u>	<u>Personnel Services</u>	<u>Supplies</u>	<u>Other Svcs.</u>	<u>Capital Outlay</u>	<u>Transfers Out</u>	<u>Total</u>
Administration	\$ 142,020	\$ 51,750	\$ 52,000	\$ 3,000	\$ -	\$ 248,770
Engineering	\$ 874,211	\$ 34,150	\$ 45,900	\$ 82,437	\$ -	\$ 1,036,698
Planning Department	\$ 493,383	\$ 123,500	\$ 231,500	\$ 46,100	\$ -	\$ 894,483
Building Department	\$ 486,445	\$ 29,000	\$ 75,500	\$ 82,000	\$ -	\$ 672,945
Street Department	\$ 981,056	\$ 2,076,400	\$ 1,255,500	\$ 4,010,000	\$ -	\$ 8,322,956
Totals	\$ 2,977,115	\$ 2,314,800	\$ 1,660,400	\$ 4,223,537	\$ -	\$ 11,175,852

ENVIRONMENTAL SVCS

	2025-2026 Projected Revenues	2024-2025 YTD @ 9/18/2025 Totals
Penalties & Interest	\$ 35,000	\$ -
Reimb.-Transfer Station	\$ 140,000	\$ -
Sanitation Charges	\$ 6,095,000	\$ -
Waste Disposal	\$ 250,000	\$ -
Miscellaneous	\$ 250,000	\$ -
Income from Recycling	\$ 140,000	\$ -
Transfers In	\$ -	\$ -
Grandtotal for Revenues	\$ 6,910,000	\$ -
Beginning Cash Used	\$ 1,252,318	
Total	\$ 8,162,318	

2025-2026 Budget ENVIRONMENTAL SVCS (Sanitation & Garbage Pickup)

2025-2026 Budgeted Figures as of October 1, 2025

Departments	Personnel Services	Supplies	Other Svcs.	Capital Outlay	Debt Service	Total
Sanitation-Admin.	\$ 436,806	\$ 51,000	\$ 115,500	\$ 1,532,000	\$ 971,455	\$ 3,106,761
Street Cleaning	\$ 260,078	\$ 25,500	\$ -	\$ -	\$ -	\$ 285,578
Waste Collection	\$ 797,546	\$ 302,500	\$ 175,000	\$ 80,000	\$ -	\$ 1,355,046
Transfer Station	\$ 229,257	\$ 73,500	\$ 1,300,000	\$ -	\$ -	\$ 1,602,757
Rubbish Collection	\$ 728,866	\$ 87,500	\$ 450,000	\$ -	\$ -	\$ 1,266,366
Recycling	\$ 456,810	\$ 71,000	\$ 18,000	\$ -	\$ -	\$ 545,810
Totals	\$ 2,909,363	\$ 611,000	\$ 2,058,500	\$ 1,612,000	\$ 971,455	\$ 8,162,318

Water & Sewer Revenue

	2025-2026 Projected Revenues	2024-2025 YTD @ 9/___/2025 Totals
UTILITY SERVICES		
Water Sales	\$ 6,500,000	\$ -
Service Connections	\$ 1,250,000	\$ -
Sewer Charges	\$ 6,400,000	\$ -
Interest Income	\$ 530,000	\$ -
Miscellaneous	\$ 500,000	\$ -
Penalties & Service Charges	\$ 70,000	\$ -
Grandtotal for Revenues	\$ 15,250,000	\$ -
Beginning Cash	\$ 13,774,160	
Total	\$ 29,024,160	

2025-2026 Budget Water & Sewer

2025-2026 Budgeted Figures as of October 1, 2025

<u>Departments</u>	<u>Personnel Services</u>	<u>Supplies</u>	<u>Other Svcs.</u>	<u>Capital Outlay</u>	<u>Debt Service</u>	<u>Transfers & Other Charges</u>	<u>Total</u>
Admin. & General	\$ 410,700	\$ 65,000	\$ 117,500	\$ 41,100	\$ 3,070,000	\$ 1,000,000	\$ 4,704,300
Finance & Customer	\$ -	\$ -	\$ 775,000	\$ -	\$ -	\$ -	\$ 775,000
Transmission & Distribution	\$ 666,500	\$ 642,500	\$ 101,750	\$ 4,317,000	\$ -	\$ -	\$ 5,727,750
Treatment & Purification	\$ 1,055,000	\$ 673,000	\$ 815,500	\$ 588,000	\$ -	\$ -	\$ 3,131,500
Source of Supply	\$ 218,290	\$ 392,500	\$ 452,000	\$ 11,289,120	\$ -	\$ -	\$ 12,351,910
Sanitary Sewer Lines	\$ 374,000	\$ 104,500	\$ 50,200	\$ 1,660,000	\$ -	\$ -	\$ 2,188,700
Punkin Water Bond Series	\$ -	\$ -	\$ -	\$ 145,000	\$ -	\$ -	\$ 145,000
Totals	\$ 2,724,490	\$ 1,877,500	\$ 2,311,950	\$ 18,040,220	\$ 3,070,000	\$ 1,000,000	\$ 29,024,160

2025-2026 Budget
Other Funds

2025-2026 Budgeted Figures
as of October 1, 2025

Fund Name	Revenue	Personnel Services	Supplies	Other Svcs.	Capital Outlay	Debt Service	Transfers Out	Expenses Total
003 \$9M Bonds-Series 2023 proceeds	\$ -	\$ -	\$ -	\$ -	\$ 1,937,005	\$ -	\$ -	\$ 1,937,005
007 2025 \$5M Series Bonds-Proceeds	\$ -	\$ -	\$ -	\$ -	\$ 5,052,677	\$ -	\$ -	\$ 5,052,677
015 BMH-NMS/Comm. Health Funds	\$ 17,735	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000
100 MDJ Unit Fund	\$ 645,000	\$ 537,139	\$ 77,500	\$ 110,700	\$ 97,000	\$ -	\$ -	\$ 822,339
105 Fed. Seized Funds-US Marshalls	\$ 10,000	\$ -	\$ -	\$ 10,000	\$ 20,000	\$ -	\$ -	\$ 30,000
110 Metro Narcotics-Seized Funds	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000
210 2023 GO Bonds-\$9M	\$ 963,910	\$ -	\$ -	\$ -	\$ -	\$ 663,375	\$ -	\$ 663,375
215 2025 GO Bonds-\$5M	\$ 562,377	\$ -	\$ -	\$ -	\$ -	\$ 373,128	\$ -	\$ 373,128
240 2012 GO Bonds	\$ 744,139	\$ -	\$ -	\$ -	\$ -	\$ 446,068	\$ -	\$ 446,068
245 Oxf. Commons Spec. Assesm.-2014	\$ 133,310	\$ -	\$ -	\$ -	\$ -	\$ 133,310	\$ -	\$ 133,310
250 2015 GO Refl. 04 & 07	\$ 967,406	\$ -	\$ -	\$ -	\$ -	\$ 660,791	\$ -	\$ 660,791
255 2017A \$7.5M GO Bond	\$ 734,531	\$ -	\$ -	\$ -	\$ -	\$ 502,300	\$ -	\$ 502,300
260 2017B \$7.5M GO Bond	\$ 733,381	\$ -	\$ -	\$ -	\$ -	\$ 501,150	\$ -	\$ 501,150
265 2018A \$2.7M GO Bond	\$ 331,425	\$ -	\$ -	\$ -	\$ -	\$ 183,158	\$ -	\$ 183,158
270 2018B \$9.95M GO Bond	\$ 124,675	\$ -	\$ -	\$ -	\$ -	\$ 124,675	\$ -	\$ 124,675
275 2018C \$1.050M GO Bond	\$ 128,800	\$ -	\$ -	\$ -	\$ -	\$ 128,800	\$ -	\$ 128,800
280 2019 \$4M TIF Bonds	\$ 401,598	\$ -	\$ -	\$ -	\$ -	\$ 401,598	\$ -	\$ 401,598
285 2022 GO Refunding Bonds \$7.7M	\$ 646,633	\$ -	\$ -	\$ -	\$ -	\$ 646,633	\$ -	\$ 646,633
300 OPC-Activity Fund	\$ 575,000	\$ -	\$ -	\$ 575,000	\$ -	\$ -	\$ -	\$ 575,000
602 Cemetery Trust Funds	\$ 50,000	\$ -	\$ -	\$ -	\$ 35,000	\$ -	\$ 20,000	\$ 55,000
610 DARE Funds	\$ 25,000	\$ -	\$ -	\$ 18,500	\$ -	\$ -	\$ -	\$ 18,500
611 Tourism Tax	\$ 930,406	\$ -	\$ -	\$ 930,406	\$ -	\$ -	\$ -	\$ 930,406
618 Homeland Security Grant Funds	\$ 102,000	\$ -	\$ -	\$ -	\$ 102,000	\$ -	\$ -	\$ 102,000
619 Trust & Agency-Misc.	\$ 700,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ 2,000,000
620 Forestry Grant Funds	\$ -	\$ -	\$ -	\$ 57,000	\$ -	\$ -	\$ -	\$ 57,000
622 Woodlawn Park Proj.	\$ -	\$ -	\$ -	\$ -	\$ 35,000	\$ -	\$ -	\$ 35,000
623 Crime Prevention Funds	\$ 50,000	\$ -	\$ -	\$ 101,000	\$ 25,000	\$ -	\$ -	\$ 126,000
625 Admin. Fee- Court Dept.	\$ 100,000	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ 250,000
631 Mounted Patrol	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ 2,000
632 OPD DUI Grant-405D funds	\$ 560,098	\$ 263,129	\$ 65,000	\$ 222,969	\$ 9,000	\$ -	\$ -	\$ 560,098
633 OPD Alcohol Grant 154 Funds	\$ 163,442	\$ 153,213	\$ 355	\$ 7,524	\$ 2,350	\$ -	\$ -	\$ 163,442
634 Fire Prevention/Smoke Detector Fund	\$ 5,000	\$ -	\$ -	\$ 6,700	\$ -	\$ -	\$ -	\$ 6,700
635 OPD Traffic Services Grant 402 Funds	\$ 21,961	\$ 21,961	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,961
638 Development Svcs-Bonds Held	\$ 150,000	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000
639 Infrastructure/Maintenance-MIMA	\$ 3,000,000	\$ -	\$ 8,000,000	\$ -	\$ -	\$ -	\$ -	\$ 8,000,000
645 Univ. Ave.-Pegues Road Connector	\$ 6,000,000	\$ -	\$ -	\$ -	\$ 6,000,000	\$ -	\$ -	\$ 6,000,000
646 Oxford Square Park Project	\$ -	\$ -	\$ -	\$ -	\$ 42,320	\$ -	\$ -	\$ 42,320
647 Street Dept Capital Project Fund	\$ -	\$ -	\$ -	\$ -	\$ 4,000,000	\$ -	\$ -	\$ 4,000,000
648 Capital Project-SB3049	\$ -	\$ -	\$ -	\$ -	\$ 246,860	\$ -	\$ -	\$ 246,860
653 O.U.T-Oxford Transit Grant Funds	\$ 6,565,218	\$ 3,629,058	\$ 1,167,000	\$ 623,160	\$ 1,146,000	\$ -	\$ -	\$ 6,565,218
661 ARC Capital Fund	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,000	\$ 35,000
662 OPC Pool Renovation Fund	\$ -	\$ -	\$ -	\$ -	\$ 141,969	\$ -	\$ -	\$ 141,969
667 CLG Grant/Archives & History	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ 20,000
670 Unemployment Comp	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000
675 North Lamar Park Project	\$ -	\$ -	\$ -	\$ -	\$ 13,041	\$ -	\$ -	\$ 13,041
678 Hwy 7 Utility Reloc. Projects	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 3,000,000	\$ -	\$ 1,227,849	\$ 4,227,849
679 RSVP 5310 Grant-County Transit	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,000	\$ 125,000
684 OPD Grant Funds	\$ 102,000	\$ -	\$ -	\$ -	\$ 102,000	\$ -	\$ -	\$ 102,000
689 \$30M Trust Proceeds Recvd.	\$ 1,005,792	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,268,000	\$ 1,268,000
694 Tree Escrow Fund	\$ 100,000	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ 100,000	\$ 300,000
696 Historic Homes Fund	\$ 152,000	\$ 24,130	\$ 62,450	\$ 50,500	\$ 20,000	\$ -	\$ -	\$ 157,080
725 Holly Jolly Holidays	\$ 386,700	\$ 33,045	\$ 55,000	\$ 285,000	\$ 544,712	\$ -	\$ -	\$ 917,757
726 Conference Center	\$ 1,260,944	\$ 580,171	\$ 574,100	\$ 599,600	\$ 623,000	\$ -	\$ 1,000,000	\$ 3,376,871
727 2% Food & Beverage Funds	\$ 5,452,184	\$ -	\$ -	\$ 4,699,306	\$ 1,846,500	\$ -	\$ 315,000	\$ 6,860,806
729 Parking Division Revenue	\$ 1,340,445	\$ -	\$ 78,000	\$ 137,500	\$ 800,000	\$ -	\$ 1,135,106	\$ 2,150,606
TOTALS	\$ 37,155,110.00	\$ 5,251,846.00	\$ 10,101,405.00	\$ 8,754,865.00	\$ 19,151,752.00	\$ 4,764,986.00	\$ 7,225,955.00	\$ 55,250,809.00



THE CITY OF
OXFORD

SURPLUS FORM

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

Date of Request: 08/04/2025

Department that owns Fixed Asset: City Shop

Fixed Asset Tag Number (If item is not tagged, please put N/A): 02147

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

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

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

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

Description of Tool (including brand): RIM CLAMP 5060A TIRE MACHINE

594103937

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

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

Machine 30 years old and repairs cost more than new machine

Name of Person Submitting Surplus Request: Michelle Robinson

Date Approved by BOA:

**107 Courthouse Square
Oxford, MS 38655**

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



THE CITY OF
OXFORD

SURPLUS FORM

**PLEASE USE A DIFFERENT FORM FOR EACH ITEM YOU WANT TO DECLARE SURPLUS.
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BEING SURPLUSED. TURN COMPLETED FORMS IN TO THE CITY CLERK'S OFFICE.**

Date of Request: 8/20/2025

Department that owns Fixed Asset: Dev Svcs- Building Dept

Fixed Asset Tag Number (If item is not tagged, please put N/A): 01883

Physical Location of Asset: Dev Svcs- Building Dept

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

iPad Pro \

Make Model Year

DMPTF2Z0GXQ4 \

VIN / Serial Number Color

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

Description of Tool (including brand): _____

_____ \

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

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

Originally purchased 5/3/2017 at a cost of \$699.99.

Auditors' System No. 2622

Name of Person Submitting Surplus Request: Johnathan Mizell

Date Approved by BOA: 9/2/2025

**107 Courthouse Square
Oxford, MS 38655**

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



THE CITY OF
OXFORD

SURPLUS FORM

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

Date of Request: 8.18.2025

Department that owns Fixed Asset: Environmental Services

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

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

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

3rd Eye Rear Camera \ AWT2020T \ _____

Make	Model	Year
<u>5374A TPC</u>		\ <u>Black</u>

VIN / Serial Number	Color

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

Description of Tool (including brand): 3rd Eye Rear Camera for Baby Garbage Truck

5374A TPC \ Black

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: Rayna Matthews

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: 8.18.2025

Department that owns Fixed Asset: Environmental Services

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

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

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

3rd Eye Curbside Camera \ AWT2020T \ _____

Make	Model	Year
<u>4C1FE8 TPC</u>	<u>Black</u>	
VIN / Serial Number		Color

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

Description of Tool (including brand): _____

_____ \ Black _____

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

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

Name of Person Submitting Surplus Request: Rayna Matthews

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

Date of Request: 8.18.2025

Department that owns Fixed Asset: Environmental Services

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

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

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

3rd Eye Rear Camera \ AWT2020T \ _____

Make	Model	Year
<u>4C1FE0 TPC</u>	<u>Black</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: Rayna Matthews

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: 8.18.2025

Department that owns Fixed Asset: Environmental Services

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

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

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

3rd Eye Side Camera \ AWT2049SC36 \ _____

Make	Model	Year
<u>220653223</u>	<u>Black</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: Rayna Matthews

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: 8.18.2025

Department that owns Fixed Asset: Environmental Services

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

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

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

Hoshizaki Ice Maker \ KM-320MAH \ _____

Make Model Year
D16854E \ Black \ _____

VIN / Serial Number Color

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

Description of Tool (including brand): _____

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

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

Name of Person Submitting Surplus Request: Rayna Matthews

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:

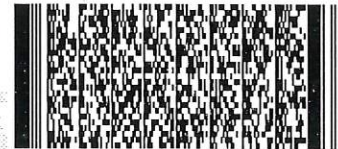
2ND LIENHOLDER

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

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 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:

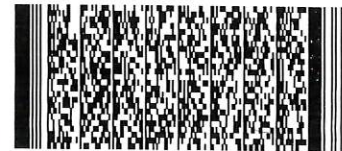
2ND LIENHOLDER

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

58 of 361

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.
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WARNING - ODOMETER DISCREPANCY

ODOMETER READING (No Tenths) _____

SELLER:

Signature(s) _____

Printed Name(s) _____

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 _____

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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.

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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.

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

Date of Request: 8-26-25
Department that owns Fixed Asset: Building & Grounds
Fixed Asset Tag Number (If item is not tagged, please put N/A): N/A
Physical Location of Asset: B+G

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

John Deer \ Pallet Forks \
Make Model Year
N/A \ Green
VIN / Serial Number Color

If the item being 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: [Signature]

Date Approved by BOA: _____

107 Courthouse Square
Oxford, MS 38655

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



THE CITY OF
OXFORD

SURPLUS FORM

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

Date of Request: 8-26-25
Department that owns Fixed Asset: Building & Grounds
Fixed Asset Tag Number (If item is not tagged, please put N/A): 02759
Physical Location of Asset: B+G

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

John Deere \ Grappe Bucket \
Make Model Year
N/A \ Green
VIN / Serial Number Color

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

Description of Tool (including brand): _____
Serial Number (if none, write N/A) Color

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

Name of Person Submitting Surplus Request: [Signature]

Date Approved by BOA: _____

107 Courthouse Square
Oxford, MS 38655

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



THE CITY OF
OXFORD

SURPLUS FORM

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

Date of Request: 8-24-25
Department that owns Fixed Asset: Building & Grounds
Fixed Asset Tag Number (If item is not tagged, please put N/A): N/A
Physical Location of Asset: B&G

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

Venture Leaf VAC \ RV602
Make Model Year
RV602-A B01499
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: [Signature]

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: 8-24-25
Department that owns Fixed Asset: Building & Grounds
Fixed Asset Tag Number (If item is not tagged, please put N/A): 03724
Physical Location of Asset: B&G

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

Venture Edger \ ED202 \
Make Model Year
ED202-AA02322 \
VIN / Serial Number Color

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

Description of Tool (including brand): _____
Serial Number (if none, write N/A) Color

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

Name of Person Submitting Surplus Request: [Signature]

Date Approved by BOA: _____

107 Courthouse Square
Oxford, MS 38655

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



THE CITY OF
OXFORD

SURPLUS FORM

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

Date of Request: 8-24-25
Department that owns Fixed Asset: Building & Grounds
Fixed Asset Tag Number (If item is not tagged, please put N/A): 03722
Physical Location of Asset: B&G

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

Ventrac Buffalo Turbine \ BT-VENTRAC
Make Model Year
31173
VIN / Serial Number Color

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

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

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

Name of Person Submitting Surplus Request: Mike Grant

Date Approved by BOA: _____

107 Courthouse Square
Oxford, MS 38655

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



THE CITY OF
OXFORD

SURPLUS FORM

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

Date of Request: 7/30/25

Department that owns Fixed Asset: Oxford Fire

Fixed Asset Tag Number (If item is not tagged, please put N/A): 3122

Physical Location of Asset: Oxford Fire Station 1

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

Motorola \ APX 6000 \

Make	Model	Year
<u>481CRX9843</u>		<u>Black</u>

VIN / Serial Number	Color
---------------------	-------

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

Description of Tool (including brand): Motorola Handheld Radio

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

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

Name of Person Submitting Surplus Request: J. Gardner

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

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

Invoice



Sales Order Number: 1014582413

Invoice number: AF10220253

Customer Number: 683455

PO Number: 2021-05-28-BUILD PAD

Invoice Date: 05/31/2021

Payment Due Date: 07/15/2021

Payment Terms: Net 45 Days

Amount Due: USD\$ 1,026.00

Please remit payment to

Apple Inc.

P.O. Box 281877

ATLANTA, GA 30384-1877

USA

Sold To

CITY OF OXFORD

CITY OF OXFORD

107 COURTHOUSE SQ

OXFORD MS 38655-4068

USA

Ship To

CITY OF OXFORD

Christopher Simmons

107 COURTHOUSE SQ

OXFORD MS 38655-4068

USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
000010	MYHX2LL/A	IPAD AIR WF CL 64GB SPACE GRAY-USA	1	1	\$ 679.00	\$ 679.00
000020	S8618LL/A	AC+ IPAD AIR 10.9-INCH-PHX	1	1	\$ 69.00	\$ 69.00
000030	MU8F2AM/A	APPLE PENCIL 2ND GEN-AME	1	1	\$ 119.00	\$ 119.00
000040	MXNK2LL/A	IPAD SMART KEYBOARD FOLIO 11-USA	1	1	\$ 159.00	\$ 159.00
Web Order Number : 1014582413						

Questions

Call or email governmentSSO@apple.com

Special Instructions

Terms and Conditions

This order is subject to the terms of your Apple Direct Customer Agreement or other purchase agreement with Apple.

Subtotal \$ 1,026.00

Tax \$ 0.00

Shipping \$0.00

Total Amount Due: **USD\$ 1,026.00**

Invoice



Sales Order Number: 1014582413
Invoice number: AF10220253
Customer Number: 683455
PO Number: 2021-05-28-BUILD PAD

Invoice Date: 05/31/2021
Payment Due Date: 07/15/2021
Payment Terms: Net 45 Days
Amount Due: USD\$ 1,026.00

Please remit payment to
Apple Inc.
P.O. Box 281877
ATLANTA, GA 30384-1877
USA

Sold To
CITY OF OXFORD
CITY OF OXFORD
107 COURTHOUSE SQ
OXFORD MS 38655-4068
USA

Ship To
CITY OF OXFORD
Christopher Simmons
107 COURTHOUSE SQ
OXFORD MS 38655-4068
USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
-----------------	----------------	---------------------	---------------	---------------	------------	----------------

Serial Numbers for Item 000010
DMPFN0ZJQ19C
Serial Numbers for Item 000030
HJTFKWNNJKM9
Serial Numbers for Item 000040
FTPDJE7ZMJ66



THE CITY OF
OXFORD

SURPLUS FORM

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

Date of Request: 8/20/2025

Department that owns Fixed Asset: Dev Svcs- Building Dept

Fixed Asset Tag Number (If item is not tagged, please put N/A): None

Physical Location of Asset: Dev Svcs- Building Dept

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

Apple iPad Air \ 10.9-inch 4th Gen, 64GB \

Make	Model	Year
<u>DMPFN0ZJQ19C</u>	<u></u>	<u>Space Gray</u>
<u>VIN / Serial Number</u>	<u></u>	<u>Color</u>

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:

Originally purchased from Apple on 6/2/2021, check # 112976:

Auditors' System No. 4009- Apple Pencil & Smart Keyboard- \$347.00

(Apple Pencil SN- HJTFKWNNJKM9 , Smart Keyboard SN- FTPDJE7ZMJ66)

Auditors' System No. 4010- iPad Air 64GB- SN DMPFN0ZJQ19C- \$679.00

Name of Person Submitting Surplus Request: Johnathan Mizell

Date Approved by BOA: 9/2/2025

**107 Courthouse Square
Oxford, MS 38655**

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

Accounts Payable Invoice Inquiry

Invoice AF10220253 ✓

Documents Notes

Invoice Batch

Batch Department 040 - Financial Administration
Batch Date 06/02/2021
Batch Number 2021-00000336
Batch Description Supplement
Created by User Caitlan McLarty

Invoice

Status	Paid
Invoice Department	040 - Financial Administration
Invoice Number	AF10220253
Invoice Description	iPad Air 64GB - SN DMPFN0ZQ19C
Invoice Date	05/31/2021
Due Date	06/02/2021
G/L Date	06/02/2021
Received Date	
Terms	
Hold Payment Reason	

Payment Information

Bank Account General Fund
Payment Type Check
Payment Number 112976
Payment Date 06/02/2021
Confirming EFT
Manual Check
Check Sort Code
Check Code

Invoice Net Amount

Invoice Amount \$679.00
Discount
Freight
State Tax
County Tax
City/Local Tax
Retainage
Invoice Net Amount \$679.00

Remittance Information

Vendor 1121 - APPLE INC
Contact Name APPLE INC
Description
Address PO BOX 281877
ATLANTA, GA 30384-1877
Email Address

Items ✓

Transactions ✓

Journal Type			
▽ Contains...			
Journal			
▲	G/L Account	Project	Due To / Due From Fund
+	025-001-01 (CASH GENERAL FUND)		
+	025-091-730 (MACHINERY & EQUIP)		
+	025-100 (ACCOUNTS PAYABLE)		



To: **Robyn Tannehill, Oxford Police Department - Regional Fusion Center**

From: Beth Loflin-Grants and Finance Director *BL*

Date: August 13, 2025

Re: FY25 Homeland Security Grant Program Funds-Award Notification and Grant Orientation Meeting

Congratulations!

Your jurisdiction has been selected to receive funding through the Fiscal Year 2025 Mississippi Homeland Security Grant Program (HSGP).

Grant Award Budget Cost Summary:

Each agency will find enclosed a customized Cost Summary, approved by the MOHS Executive Committee. This document specifies **all** items authorized for funding under the FY25 HSGP Grant Award and will be included in the official Grant Award Packet, which will be executed by the Executive Director. The approved costs reflect an assessment of the original application, review findings, eligibility criteria, and alignment with the program's core objectives.

Revisions to Budget Cost Summary:

Please note that each application has undergone a thorough review and approval process. As a result, certain items may have been adjusted in cost or quantity or may not have received approval. The items listed in the attached Cost Summary are final and no further changes or revisions will be accepted at this time.

Orientation Sessions: Virtual and In-Person:

Due to the delayed federal release of the FY25 Notice of Funding and the subsequent federal application submission, implementation plans are still being finalized. Orientation session dates and locations will be communicated to Sub-Grantees in the coming weeks, with meetings tentatively planned for September 2025.

In response to agency feedback, the Mississippi Office of Homeland Security (MOHS) will offer both virtual and in-person orientation formats. Agencies that have not received a MOHS grant or have not been awarded funding within the past three (3) years, will be required to attend an in-person session. Sub-Grantees with continuation grants may be eligible to participate virtually.

Regardless of format, it is imperative that all individuals involved in the grant process, including both programmatic and financial representatives, attend the orientation in its entirety. These sessions will provide essential guidance on completing Grant Award Packets, submitting required forms, requesting reimbursements, and meeting mandatory reporting obligations.

FY25 Program Updates & Implementation Changes:

During the upcoming Orientation sessions, the MOHS will share key updates and strategic changes related to the FY25 Homeland Security Grant Program, along with early insights into anticipated priorities for the FY26 cycle. *As part of the Implementation Phase, MOHS will also provide guidance on updates to program documentation, including revised forms and enhanced submission requirements. Additionally, new policies and regulatory standards governing grant activities for the upcoming year will be introduced.*

Grant Award Packet Distribution & Execution

The MOHS is currently preparing Grant Award Packets for all approved agencies. These packets, along with the FY25 Program Management Documents and Workbooks detailing financial and programmatic obligations, will be distributed following the completion of the Grant Implementation sessions.

At the time of release, each award will be fully executed by MOHS and ready for signature by the Authorized Signatory Official. Please be advised that packets will not be distributed prior to the completion of Implementation, and early release requests will not be accommodated.

*Completed Grant Award Packets must be submitted to MOHS via email at: mohsgrants@dps.ms.gov no later than **October 15, 2025**.*



MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT REVIEW AND AWARD AMOUNT

Agency Name: Oxford Police Department - Regional Fusion Center	Grant Number: 25LE286
Funding: FY25 HSGP	
National Priority: Supporting Homeland Security Task Forces and Fusion Centers & Law Enforcement	

Category	Description	QTY	Amount	Total
Personnel Service				
Equipment				
Commodities Supplies				
Contractual Services	Biometrica Umbra	1	\$9,600.00	\$9,600.00
	Biometrica Qapla	1	\$7,200.00	\$7,200.00
	Amped Five	1	\$1,600.00	\$1,600.00
	Dataminr	1	\$15,000.00	\$15,000.00
	Magnet Axiom Premiere	1	\$7,800.00	\$7,800.00
	Geoshield	1	\$50,000.00	\$50,000.00
	First Two	1	\$10,800.00	\$10,800.00
Other Expenses				
Total Grant Amount				\$102,000.00
Total Personnel Services				
Total Equipment Amount				\$102,000.00

Category	Description	QTY	Amount	Total
Total Commodities/Supplies Amount				
Total Contractual Services Amount				\$102,000.00
Total Other Expenses Amount				

NOTES:

All Equipment and Commodities need to be ordered, purchased and reimbursed within the FY25 grant year. Extensions will be limited. If funds have not been expended by 3rd Quarter, funds can be reallocated to other projects. Items provided in these grant amounts were awarded by the Executive Committee and are not allowed to be modified or revised at time of award. Modifications during FY25 will be limited. Contractual services are limited to one (1) year of services. Copies of all contracts will be required to be provided to the MOHS. All information and intelligence are required to be submitted to the MS Fusion Center and all systems must be accessible to the MS Fusion Center.

ADDITIONAL NOTICE:

Contractual services are limited to one (1) year of services. Copies of all contracts will be required to be provided to the MOHS. All information and intelligence are required to be submitted to the MS Fusion Center and all systems must be accessible to

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

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

WATER/SEWER ADJUSTMENTS | OXFORD UTILITIES

08/14/25 - 08/27/25

TO BE APPROVED: 09/02/25

ACCOUNT NUMBER	CUSTOMER NAME	ADDRESS	WATER ADJUSTMENT	SEWER ADJUSTMENT	ADJUSTMENT TYPE
209097-028484	MARKETIA PITTS	104 GREYSTONE BLVD	-\$419.26	-\$557.43	INSIDE
002840-047567	ANETRA FIELDS	1100 SHADOW CREEK DRIVE APT. 101	-\$30.18	-\$40.12	INSIDE
207010-010198	MILLICENT HAGGARD	1418 JACKSON AVENUE E APT. B	-\$22.72	-\$30.21	INSIDE
006584-041206	OWEN'S PLACE IX	1902 BURNS AVENUE	-\$81.29	-\$101.01	INSIDE
208720-051253	YUMNA SAAD	3 PRIVATE ROAD 3151 APT. 7	-\$24.85	-\$33.04	INSIDE
207645-107416	WALLACE LOWE	301 RIDGEWOOD MANOR DRIVE	-\$39.41	-\$52.39	INSIDE
209027-046480	GABE SCALES	329 HAYAT LOOP	-\$269.80	-\$358.72	INSIDE
007569-050643	AUSTIN THORNHILL	3373 JAMES E DAVIS PKWY	-\$87.69	-\$116.58	INSIDE
208740-048402	STAIVYAN MAYS	5 PRIVATE ROAD 3151 APT. 1	-\$22.01	-\$29.26	INSIDE
002750-049143	BROOKLYN RIMES	600 SHADOW CREEK DRIVE APT. 204	-\$15.62	-\$20.77	INSIDE
205882-049310	AMY NORWOOD	1105 MORGAN COVE	-\$137.74	-\$366.27	OUTSIDE
224225-045127	CASTEL SWEET	1207 ACADEMY COVE	-\$50.16	-\$112.14	OUTSIDE
210193-110015	LEI CAO	714 OAK HILL DRIVE	-\$31.24	-\$82.60	OUTSIDE
226158-123985	RUTH A LOCKE	11 COUNTY ROAD 417	-\$33.60	X	WT ONLY
TOTAL:			-\$1,265.57	-\$1,900.54	



City of Oxford, Mississippi

Limited English Proficiency (LEP) Policy

Purpose

The City of Oxford is committed to ensuring that all residents, regardless of their ability to communicate in English, have meaningful access to City services, programs, and activities. In compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166, this policy establishes standards and procedures for providing language assistance to individuals with Limited English Proficiency (LEP).

Policy Statement

No person shall be denied access to City services or programs because of their limited ability to speak, read, write, or understand English. The City will take reasonable steps to provide free and timely language assistance services to LEP individuals, with particular attention to the needs of the Spanish-speaking community, which represents the largest LEP population in Oxford.

Scope

This policy applies to all City departments, staff, volunteers, and contractors providing direct services, programs, or activities to the public.

Procedures

1. Needs Assessment

- The City will periodically review demographic data (U.S. Census, American Community Survey, school enrollment, etc.) to identify the primary LEP populations in Oxford.
- Spanish has been identified as the most commonly spoken language among LEP residents.

2. Language Assistance Services

- Oral Interpretation: City staff will provide timely interpretation services, either through bilingual staff or contracted professional interpreters.
- Written Translation: Vital documents (e.g., forms, notices of rights, public safety announcements, applications, and complaint procedures) will be translated into Spanish.
- Telephone Interpretation: Departments may use telephonic interpretation services when in-person interpreters are unavailable.

3. Staff Training

- City staff will be trained on recognizing the need for language assistance and on how to access interpretation or translation resources.
- Front-line employees will receive special guidance on assisting LEP individuals respectfully and effectively.

4. Public Notice

- The City will post notices, in English and Spanish, in public areas of City facilities and on the City's website to inform residents of their right to free language assistance.

5. Monitoring and Updating

- The Human Resources/Title VI Coordinator will review the LEP Policy at least once every two years.
- Departments will provide feedback on the use and effectiveness of language assistance services. Updates will be made based on community demographics, feedback, and service demands.

Responsibilities

- Title VI/ADA Coordinator (Human Resources Director): Oversees LEP compliance, monitors implementation, and coordinates training.
- Department Heads: Ensure departmental compliance and identify documents or services that require translation or interpretation.
- All City Staff: Provide meaningful access to services by following procedures for requesting interpretation and translation.

Complaint Procedure

Any individual who believes they have been denied meaningful access to City services because of limited English proficiency may file a complaint with the City of Oxford Human Resources/Title VI Coordinator:

Braxton Tullos
Human Resources Director / Title VI Coordinator
107 Courthouse Square
Oxford, MS 38655
(662) 232-2453

Complaints should be submitted within 60 calendar days of the alleged denial of services. Assistance in completing complaints will be provided upon request.



City of Oxford, Mississippi

Title VI Non-Discrimination Agreement

Between the City of Oxford, Mississippi and the Mississippi Department of Transportation

TITLE VI

NON-DISCRIMINATION AGREEMENT

Mississippi Department of Transportation

and

THE CITY OF OXFORD, MISSISSIPPI

Policy Statement

The Board of Aldermen of City of Oxford, Mississippi and/or City of Oxford, Mississippi, hereinafter referred to as the "City of Oxford" assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Oxford further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not (Public Law 100259 [S.557] March 22, 1988.)

In the event the City of Oxford distributes federal aid funds to a sub-recipient, the City of Oxford will include Title VI language in all written agreements and will monitor for compliance.

The City of Oxford's is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation (CFR) 200 and 49 Code of Federal Regulation 21.

Head of Agency Signature

Title

Date

Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, Board of Aldermen of City of Oxford, Mississippi and/or City of Oxford, Mississippi has appointed a Title VI Coordinator who is responsible for administering and monitoring the organization's Title VI activities. Attachment 1 illustrates the level and placement of Title VI responsibilities.

Assurances

49 CFR Part 21.7

The Board of Aldermen of City of Oxford, Mississippi and/or City of Oxford, Mississippi, hereby gives assurances:

That no person shall on the grounds of race, color, national origin, and sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are Federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:

List all major programs and activities of the recipient and Title VI responsibilities for each one of them. Include information as Attachment 2 to this Nondiscrimination Agreement.

That it will promptly take any measures necessary to effectuate this agreement.

That each program, activity, and facility as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.

That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Mississippi Department of Transportation (MDOT) under the Federally-Funded Program and is binding on it, other

recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the City of Oxford.

That the City of Oxford shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements.

The City of Oxford, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

That the City of Oxford shall insert the clauses of Appendix 1 of this Agreement in every contract subject to the Act and the Regulations.

That the City of Oxford shall insert the clauses of Appendix 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

That the City of Oxford shall include the appropriate clauses set forth in Appendix 3 of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the City of Oxford with other parties: (a) for the subsequent transfer of real property acquired or improved under a Federal Aid Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a Federal Aid Program.

The City of Oxford agrees that the has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

grants and loans of Federal funds,

the grant or donation of Federal property and interest in property,

the detail of Federal personnel,

the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient, and

any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The recipient shall:

Issue a policy statement, signed by the head of the recipient, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.

Take affirmative action to correct any deficiencies found by MDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the recipient shall be held responsible for implementing Title VI requirements.

Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the head of the recipient. The Title VI Coordinator will be responsible for initiating and monitoring Title VI activities and preparing required reports.

Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by the Title VI Coordinator trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report of investigation, will be forwarded to MDOT's Office of Civil Rights (OCR) within 10 days of the date the complaint was received by the recipient.

Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the programs and activities conducted by the recipient.

Conduct Title VI reviews of the recipient and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.

Conduct training programs on Title VI and related statutes.

Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year.

Annual Work Plan

Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

Accomplishment Report

List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Specialist and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Specialist. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the recipient.

Discrimination Complaint Procedure

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

The date of alleged act of discrimination; or

Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as MDOT and USDOT.

The recipient will advise MDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to MDOT:

Name, address, and phone number of the complainant.

Name(s) and address(es) of alleged discriminating official(s).

Basis of complaint (i.e., race, color, national origin or sex)

Date of alleged discriminatory act(s).

Date of complaint received by the recipient.

A statement of the complaint.

Other agencies (state, local or Federal) where the complaint has been filed.

An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with MDOT, or USDOT, if they are dissatisfied with the final decision rendered by the City of Oxford. The Title VI Coordinator will also provide MDOT with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Mississippi Department of Transportation

Office of Civil Rights, Title VI Program

(601) 359-7970

Administration

Division Office

(601) 965-4226

Sanctions

In the event the recipient fails or refuses to comply with the terms of this agreement, the MDOT may take any or all of the following actions:

Cancel, terminate, or suspend this agreement in whole or in part;

Refrain from extending any further assistance to the recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.

Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.

Refer the case to the Department of Justice for appropriate legal proceedings.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION:

Signature

Title VI Coordinator

Title

Date

THE CITY OF OXFORD, MISSISSIPPI:

Signature

Title VI Coordinator

Title

Date

Appendix 1

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to MDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

Withholding of payments to the contractor under the contract until the contractor complies, and/or;

Cancellation, termination, or suspension of the contract, in whole or in part

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or

USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request MDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Appendix 2

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the .

GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Mississippi will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with an in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, the Department of Transportation MDOT (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Mississippi all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Mississippi, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Mississippi, its successors, and assigns.

The state of Mississippi, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)* (2) that the state of Mississippi, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A,

Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.

Appendix 3

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Board of Aldermen of City of Oxford, Mississippi and/or City of Oxford, Mississippi pursuant to the provisions of Assurance 8.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease has never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Mississippi Department of Transportation pursuant to the provisions of Assurance 8.

The LESSEE, or himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the

Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

“Attachment 1”

Title VI - Organization and Staffing

Head of the Organization

Mayor Robyn Tannehill

President of the (Public Agency-XXXX) of City of Oxford, Mississippi

Title VI Coordinator

Braxton Tullos

Attorney for the City of Oxford (Public agency)

Pope Mallett

Tel: (662) 236-0055

Fax: (662) 236-0035

Email: pmallette@mayomallette.com

“ATTACHMENT 2”

Major Programs and its Title VI Responsibilities include but are not limited to:

I. Planning

Ensure that all aspects of the planning process operation comply with Title VI.

Ensure that various social, economic, and ethnic interest groups are represented in the planning process by disseminating program information to minority media and ethnic/gender related organizations and participating in roundtable meetings in predominantly minority communities.

Review the department work program and other directives to ensure compliance with Title VI program requirements.

Visit public meetings to verify the level of participation of Title VI protected group members when offered in predominantly ethnic minority communities.

Ensure the Limited English Proficiency (LEP) individuals who will be affected by planned projects receive meaningful access into the public awareness/involvement process. Meaningful access means that the affected parties will receive the necessary communicative assistance required to allow them to participate in governmental services/activities.

II. Environmental Justice

Monitor compliances with Title VI requirements in all aspects of the environmental process.

Conduct meetings to review the project impact.

Disseminate to the public their rights to call or write the department to view plans and discuss environmental problems.

Notify affected protected groups residents of public meetings or hearings regarding a proposed project, and make meetings and hearings accessible.

Develop mechanisms to identify the population affected by a project.

Ensure that Limited English Proficiency (LEP) individuals who will be affected by locating and citing actions receive meaningful access into the public awareness/involvement process. Meaningful access means that the affected parties will receive the necessary communicative assistance required to allow them to participate in governmental services/activities.

Ensure public participation in the location selection process.

Ensure Title VI/Environmental Justice compliance in all Environmental Impact Statements.

III. Right of Way

Ensure participation by Minority/Women Disadvantaged Business Enterprises by reviewing updates to DBE directories identifying fee appraiser organizations.

Ensure participation by Minority/Women Disadvantaged Business Enterprises as identified by Certified Disadvantaged Business Enterprise List in consulting contracts. The contracts are typically appraisal contracts but can cover all services of real estate including negotiation, relocation, and property management.

Apprise affected property owners, tenants, and others involved of their rights and options regarding negotiation, relocation, condemnation and other aspects of the acquisition process.

Ensure that Limited English Proficiency (LEP) individuals who will be affected by right of way activities/decisions receive meaningful access into the public awareness/involvement

process. Meaningful access means that the affected parties will received the necessary communicative assistance required to allow them to participate in governmental services/activities.

Conduct annual implementation reviews of Title VI provisions with the entire real estate acquisition process.

Incorporate Title VI language and assurance statement in all surveys of property owners and tenants after the conclusion of all business.

Ensure that appraised values and communications associated with the appraisal and negotiation operations result in equitable treatment.

Ensure comparable replacement dwellings are available and assistance is given to all displaced person and entities by the property acquisition process.

Coordinate the preparation of deeds, permits and leases to ensure the inclusion of the appropriate Title VI clauses (Appendices 1 and 2 to Title VI Assurances).

Gather the statistical data required for completion of the Annual Title VI Update Report, including awards to minority and female appraisers.

IV. Construction/Maintenance

Monitor all maintenance operations to ensure nondiscrimination.

Review activities and programs to assure that maintenance and construction efforts and resources are applied uniformly and fairly.

Review all projects for application of DBE program requirements.

Include DBE general special provisions in projects with assigned goals.

Include Title VI language in contract advertisements and award letters to encourage the utilization of DBE firms. Award construction contracts on the basis of the lowest responsive bidder including DBE requirements.

Ensure thorough reviews that prime contractors with DBE requirements award have previously committed work to proper DBEs, and that DBEs actually performed a commercially useful function on the contracts.

Consult DBE firms to identify possible barriers to their participation in contracts. Use this information to eliminate such barriers.

Provide supportive services to DBEs.

Include Title VI language in every contract to ensure nondiscrimination in contract awards due to race or gender.

Coordinate the gathering of maintenance and construction information regarding DBE participation for the Title VI Annual Update Report

V. Design

Ensure that all aspects of the location selection process comply with the Title VI requirements.

Consult and seek input from affected populations.

Develop mechanisms to identify affected populations.

Ensure public participation in the selection process.

Provide notice of public hearings and meetings in minority newspapers and newsletters.

Maintain required Title VI compliance documentation and statistical data.

Monitor program components for compliance with the Title VI requirements.

Review activities associated with public hearings to enhance the participation of targeted communities.

Develop and update operational manuals and directives to ensure the inclusion of Title VI language and provisions.

Gather program area data to be included in the Title VI Annual Update Report.

VI. Education and Training

In conjunction with managers and executives, ensures that all employees have equal access to training.

Ensures accessibility to Minority/Women/Disadvantage Business Enterprise consulting/training firms to compete for training contracts.

Maintain program administration documentation and data necessary for preparation of Annual Title VI Update.

Reviews directives and manuals to ensure adherence with Title VI requirements.

VII. Consultant Services

Monitor DBE program requirements.

Ensure that all federally funded consultant contracts administered by the recipient have the appropriate Title VI provisions included.

Review directives and procedures to ensure Title VI compliance.

Maintain necessary data and documentation required for completion of the department's Title VI Update Annual Report.

Agreement Parties & Contact Information

This Title VI Non-Discrimination Agreement is made between the City of Oxford, Mississippi, located in Lafayette County, and the Mississippi Department of Transportation.

City of Oxford Contact Information:

Address: 107 Courthouse Square
Oxford, MS 38655

Mayor: Robyn Tannehill

Human Resources Director / Title VI Coordinator: Braxton Tullos



City of Oxford, Mississippi

Americans with Disabilities Act (ADA) Amended Policy

It is the policy of the City of Oxford not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment.

Additionally, the Americans with Disabilities Act Amendments Act (ADAAA) requires employers to reasonably accommodate qualified individuals with disabilities. It is the policy of the City to comply with all Federal, state, and local laws concerning the employment of persons with disabilities.

The City will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of the job in question. An individual who can be reasonably accommodated for the job in question, without undue hardship, will be given the same consideration for that position as any other employee or applicant.

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace, which threat cannot be eliminated by reasonable accommodation, will not be hired. Current employees who pose a direct threat to the health or safety of others in the workplace will be placed on appropriate leave until a determination has been made regarding the employee's employment status.

The Human Resources Department is responsible for implementing this policy, including resolution of reasonable accommodation, safety, and undue hardship issues.

Definitions

In implementing this policy, the City will be guided by the definitions stated in the ADA, the ADA Amendments Act of 2008, case law construing the ADA, and applicable state and local law. In the event of any conflict between the definitions in this policy and those in law, the legal definitions will control.

- **Disability:** A physical or mental impairment that substantially limits one or more major life activities of an individual. This includes individuals with a record of such impairment, or who are regarded as having such impairment. Under the 2008 amendments, conditions that are transitory and minor (lasting six months or less) do not qualify as a disability. Ameliorative measures (such as medications or medical devices) generally will not be considered in determining disability, except for ordinary eyeglasses or contact lenses.
- **Major Life Activity:** Includes but is not limited to caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, or working. It also includes major bodily functions (e.g., immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, reproductive).
- **Direct Threat to Safety:** A significant risk to the health or safety of others that cannot be eliminated by reasonable accommodation.
- **Qualified Individual with a Disability:** An individual who, with or without reasonable accommodation, can perform the essential functions of the employment position.
- **Reasonable Accommodation:** Modifications or adjustments such as job restructuring, modified work schedules, reassignment to a vacant position, acquisition or modification of equipment, adjustments to examinations, training materials, policies, or facilities to make them accessible.
- **Undue Hardship:** An action requiring significant difficulty or expense, considering factors such as the nature and cost of the accommodation, financial resources of the facility and City, the number of employees, and the overall impact on operations.
- **Essential Job Functions:** Fundamental job duties of the employment position the individual holds or desires.

Approval

Robyn Tannehill, Mayor

Date

ATTEST: _____
City Clerk



City of Oxford, Mississippi

Grievance Procedure Under the Americans with Disabilities Act

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Oxford. The City of Oxford Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

Braxton Tullos
Human Resources Director / ADA Coordinator / Title VI Coordinator
107 Courthouse Square
Oxford, MS 38655
(662) 232-2453

Within 15 calendar days after receipt of the complaint, the ADA Coordinator or his designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days of the meeting, the ADA Coordinator or his designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City of Oxford and offer options for substantive resolution of the complaint.

If the response by the ADA Coordinator or his designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar

days after receipt of the response to the Mayor or her designee. Contact number for the Mayor is (662) 232-2340.

Within 15 calendar days after receipt of the appeal, the Mayor or her designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the Mayor or her designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the ADA Coordinator or his designee, appeals to the Mayor or her designee, and responses from these two offices will be retained by the City of Oxford for at least three years.



THE CITY OF
OXFORD

ADA GRIEVANCE FORM

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (____) _____ Email: _____

Please provide a complete description of your grievance:

Please specify the location of your grievance:

Please state what you think should be done to resolve the grievance:

Please attach additional pages as needed.

Signature: _____ Date: _____

Please return to: City of Oxford ADA Coordinator, 107 Courthouse Square, Oxford, MS 38655

Upon request, reasonable accommodation will be provided in completing this form. Contact the City of Oxford ADA Coordinator at 662-232-2453 or go to the location listed above.



MEMORANDUM

To: Board of Aldermen
From: Braxton Tullos, Human Resources Director
Date: September 2, 2025
Re: Approval of Dress Code

The Human Resources Department respectfully requests approval from the Mayor and Board of Aldermen to update the City's ADA policies and grievance procedures, adopt a new Limited English Proficiency (LEP) Policy, and authorize the Mayor to execute a new Title VI Non-Discrimination Agreement with the Mississippi Department of Transportation (MDOT).

Items for Approval

1. Approve updates to the City of Oxford Americans with Disabilities Act (ADA) Amended Policy. (Attachment: City of Oxford ADA Policy 2025.docx)
2. Approve updates to the City of Oxford ADA Grievance Procedure and adopt the updated ADA Grievance Form for public use. (Attachment: City of Oxford ADA Grievance Procedure.docx; ADA GRIEVANCE FORM.doc)
3. Adopt the City of Oxford Limited English Proficiency (LEP) Policy. (Attachment: LEP Policy - City of Oxford.docx)
4. Authorize the Mayor to execute the MDOT Title VI Non-Discrimination Agreement on behalf of the City of Oxford. (Attachment: City of Oxford MDOT Title VI Agreement.docx)

I recommend approval.



MEMORANDUM

To: Board of Aldermen
From: Kelli Briscoe
CC:
Date: September 2, 2025
Re: Donations

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

Shawn or Annette Kelly- \$250.00 (5 checks)
Ronnie McGinness and Dara Efanova- \$50.00
Chandler Laws- \$40.00
Jean McGee Miler- \$25.00
Brown Insurance Agency- \$25.00
Clint and Sharyn Williford- \$100.00

I recommend approval



THE CITY OF OXFORD

City of Oxford Employee Dress Code Policy

Purpose:

The purpose of this dress code policy is to establish professional, consistent appearance standards for all City of Oxford employees while allowing for functional and departmental-specific needs. This policy ensures that employees present a positive image to the public and maintain a workplace environment that reflects the City's values of professionalism, customer service and respect.

Policy Overview:

1. General Guidelines

- All employees are expected to maintain a neat, clean, and professional appearance while at work or representing the city.
- Clothing should be appropriate for the employee's job responsibilities and work environment.
- Department-issued uniforms must be worn in departments where required.

2. Acceptable Attire for Office and Public-Facing Employees

- Collared shirts, blouses, sweaters, and department-branded apparel.
- Slacks, khakis, chinos, and non-distressed jeans (no holes, frays- other than a frayed hem, or tears).
- A t-shirt under a quarter zip or pullover.
- Dresses and skirts that are professional in length and fit.
- Closed-toe shoes or professional sandals (as appropriate).

3. Unacceptable Attire

- Clothing with holes, rips, frays, or excessive wear.
- Tank tops, halter tops, hoodies or crop tops. Hoodies are allowed for employees that work outdoors.
- Clothing with offensive or inappropriate graphics or language.
- Athletic shorts, athletic wear, sweatpants, casual leggings (unless worn under a dress or tunic).
- Flip-flops, slides, house shoes, or footwear not suitable for a professional environment.

4. Department-Specific Guidelines

- Employees in the Police, Fire, Public Works, Buildings & Grounds, Environmental Services, Parks Commission, mTrade Park, Building, City Shop, Conference Center, EMA and Utilities departments must adhere to uniform requirements as outlined by their department. Employees that are not in a uniformed position, must adhere to the public-facing employees requirements.
- Employees in the Park Commission, mTrade Park and Building departments may wear shorts (must be business length) and city issued shirts, provided they maintain a neat and professional appearance during the summer months. Athletic and jeans shorts are prohibited.

5. Exceptions

- Reasonable accommodations will be made for religious, cultural, or medical reasons, as required by law.

6. Enforcement

- Supervisors are responsible for ensuring compliance with this dress code.
- Employees in violation may be asked to go home and change or may face disciplinary action for repeated infractions.

Acknowledgment All employees will be required to sign a statement acknowledging they have read, understood, and agreed to comply with the City of Oxford Employee Dress Code Policy.

Questions Employees should direct any questions or concerns regarding this policy to their Department Head or Human Resources.

EMPLOYEE ACKNOWLEDGMENT – CITY OF OXFORD EMPLOYEE DRESS CODE POLICY

By signing below, I acknowledge that I have received, read, and understand the City of Oxford Employee Dress Code Policy. I understand it is my responsibility to comply with this policy and to ask my supervisor or Human Resources if I have questions.

Employee Name (Print): _____

Department: _____

Employee Signature: _____

Date: _____

Supervisor Signature (acknowledgment of receipt): _____

Date: _____

Return the signed acknowledgment to Human Resources for your personnel file.

-
- Telephone number of operators.

Questions regarding opening burning should be directed to the Mississippi Department of Environmental Quality, North MS Field Services, 8 County Road 413, Oxford, MS 38655, phone (662) 234-3733 or to the Oxford Fire Department, 399 McElroy Drive, Oxford, MS 38655, phone (662) 232-2411.

(Ord. No. 2019-1, § 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

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Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment:
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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.

APPROVED *Boiley*

5311 Rural Areas Transportation Program

Date Approved: Aug. 26, 2025

PROJECT BUDGET

City of Oxford

PROJECT PERIOD:

From 10/1/2024

'To 9/30/2025

Line	Item	Unit	Unit Cost	Extension	Totals
Non-Operating Expenses					
	Equipment				
	Capital Expenses				
1.	Communications Equipment	12	2,725	32,700	
2.	Major Components	12	3,750	45,000	
	Office Eqpmt/Computer Hardware/Shop				
3.	Equip/Surve Cameras	12	21,250	255,000	
4.	Facilities -	0	0	0	
5.	Mobility Manager	12	4,000	48,000	
6.	Shelters/Bus Stops	10	500	5,000	
7.	Vehicles/Lease	0	0	0	
8.	Other - Heavy Duty Bus Lift	1	10,000	10,000	
9.	TOTAL CAPITAL EXPENSE				395,700

Administrative Expenses					
10.	Project Director	0.0%	0	0	
11.	Secretary	100.0%	50,000	50,000	
12.	Bookkeeper	0.0%	0	0	
13.	Other Staff	0.0%	0	0	
14.	Revenue Applied to Non-Operating Salaries				0
	Source:				
15.	Salary Sub-Total				50,000
16.	Fringe	30.000%		15,000	
17.	Travel/Memberships/Training	12	1,000	12,000	
18.	Audit	0	0	0	
19.	Office Suppl/Software/Office Eqpt	12	625	7,500	
20.	Telephone	12	125	1,500	
21.	Printing & Advertising	12	500	6,000	
22.	Property Insurance/Bond(s)	1	672,000	672,000	
23.	Rent/Utilities	12	1,775	21,300	
24.	Other: Management Firm Fees	12	11,500	138,000	
25.	SUBTOTAL				873,300
26.	Indirect - Percentage:	0.00%			0
27.	TOTAL ADMINISTRATIVE EXPENSE (Sum of Lines 15, 25, and 26)				923,300
28.	TOTAL NON-OPERATING EXPENSE (Sum of Lines 9 and 27)				1,319,000
29.	Revenues Applied to Non-Operating Expenses				0
	Source:				

Admin. Cost as a Percentage of Total Adjusted Budget

4.59%

Page 2 of 3		Print Date:	08/29/25
Line	Item	Amount	Totals
30.	Non-Operating Expense Offset Excluding Non-Operating Salaries (Sum of Lines 9, 25, and 26 minus Line 29)	1,269,000	
31.	Total Non-Operating Expense Deficit (Line 15 plus Line 30)		1,319,000
32.	Section 5311 Non-Operating Funds Requested (80% of Line 31)		1,055,200
33.	Local Cash Share (May not be less than 20% of Line 31) Source:	263,800	
34.	TOTAL REVENUE		1,319,000
35.	Line 31 minus Line 34 (Must Equal "0" or "1")		0

Operating Expenses		Unit	Unit Cost	Extension
36.	Operations Supervisor 1st Shift	100.0%	61,000	61,000
37.	Drivers, Full-time	58	36,455	2,114,390
38.	Drivers, Part-time	4	15,250	61,000
39.	Mechanic(s)	4.0	47,500	190,000
40.	Maintenance Lead Mechanic	100.0%	55,000	55,000
41.	Dispatcher	3.00	32,600	97,800
42.	Other Staff - Assist. Oper Supervisor	100.0%	59,000	59,000
43.	Other Staff - Bus Washer, Bldg & Ground	4.00	28,000	112,000
44.	Fringe	32.5000%		893,812
45.	Vehicle Insurance	0	0	0
46.	Fuel and Oil	12	42,350	508,200
47.	Tires	12	4,850	58,200
48.	Preventive Maintenance Parts	12	2,000	24,000
49.	Preventive Maintenance Labor	12	125	1,500
50.	Repairs Parts	12	14,000	168,000
51.	Repairs Labor	12	2,500	30,000
52.	License Tags	0	0	0
53.	Rent/Utilities	0	0	0
54.	Other (Driver Expenses)	12	2,150	25,800
55.	Other: Grounds, Janitor Supplies, Towing	12	8,000	96,000
56.	TOTAL OPERATING EXPENSE			4,555,702
Operating Revenues		Amount		
57.	Fares (Projected)			0
58.	Other (Source): Apartment Complex			40,500

(1) X = A-B-C, where: A = Total Administrative Expenses
B = Revenues (if they exist; if not
B = 0), Line 22
C = Total Unrestricted Federal Funds,
Line 23
X = Unrestricted Federal Funds to be counted as
Other Federal Funds (Used as 1/2 Local), Line 27

Page 3 of 3		Print Date:	08/29/25
Line	Item	Amount	Totals
59.	TOTAL OPERATING REVENUE (Line 57 plus Line 58)		40,500
60.	TOTAL OPERATING DEFICIT (line 56 minus Line 59)		4,515,202

Other Revenue Used to Offset Deficit			
61.	Charter Profit	0	
62.	Contracts (Service Sold to Other Agencies)	0	
63.	Advertising Profit	0	
64.	Source:	2,257,601	
65.	SUBTOTAL Other Local (Must Not Be Less Than 25% of Line 60)		2,257,601
66.	Line 65 minus 50% of Line 60 = Excess Local		(0)
67.	Section 5311 Operating Funds Requested (50% of Line 60 minus Line 66)		2,257,601
68.	Line 60 minus Line 65 minus Line 67 (Must Equal 0)		(0)

BUDGET RECAP			
	Non-Operating Expense, Line 28	1,319,000	
	Operating Expense, Line 56	4,555,702	
	TOTAL EXPENSE	5,874,702	

FUNDING SOURCES			
	Section 5311 (80%), Line 32	1,055,200	
	Section 5311 (50%), Line 67	2,257,601	
	SUBTOTAL Section 5311		3,312,801
	Other Revenue, Line 29 and 59	40,500	
	Local Cash, Line 33 and 65	2,521,401	
	SUBTOTAL		2,561,901
	TOTAL FUNDS		5,874,702

Budget Revision/Amendment Request

Project Name City of Oxford Contract No. 503730
 Contact Person Donna Zampella Operating Period 10/01/2024 - 09/30/2025
 Please check one: ☐ Revision ☒ Amendment

NOTE: Use only whole dollar amounts; also, BE SURE that Revised Amounts in Capital and Admin end in 0 or 5, and Operating amounts end in an even number.

For PTD Use only -- Approved Date for Revision: _____

Line #	Line Item	Current Amount	Change	Revised Amount
--------	-----------	----------------	--------	----------------

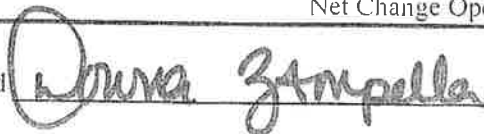
Capital and Admin:

22	Property Insurance/Bonds	550,000.00	122,000.00	672,000.00
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
Net Change Non-operating (must be zero)			122,000.00	

Operating:

37	Full Time Drivers - increase from 50 to 58	1,660,750.00	453,640.00	2,114,390.00
44	Fringes - 32.5	876,700.00	17,112.00	893,812.00
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
Net Change Operating (must be zero)			470,752.00	

Signed



Date

8/4/25



THE CITY OF
OXFORD

Oxford University Transit

409 McElroy Drive
Oxford, MS 38655
662-234-3540

August 4, 2025

Ms. Shirley Wilson
Director, Public Transit Division
P. O. Box 1850
Jackson, MS 39215-1850

RE: Budget Amendment #1
Contract # 503730

Dear Ms. Wilson:

Please find our Budget Amendment #1 request for the 2024-2025 Program Year, Contract #503730 for your review and consideration.

The reason for the increase is explained below:

1. **Property Insurance Bonds** – Increase \$122,000.00 - Our insurance is from October 1 – September 30, of each year. We added 8 buses during the program year that was not accounted for when we submitted the 2024-2025 Budget. We appreciate your consideration in increasing this budget line.
2. **Full Time Drivers** -- Increase \$453,640.00 – Due to the 10,000 extra freshman students the University put into off campus housing required us to find additional buses to supplement for the additional ridership. This information was not told to us until 1.5 months before school began in July 2024. They will do the same this year.

The upcoming school year 2025 we had to add additional buses to existing routes and add two additional new routes. All our drivers are now CDL holders, which also cost more in terms of salary than non-CDL drivers. We had to add 8 new drivers to cover these routes and additional buses being added to existing routes.

This cost will also assist in overtime being paid to staff on games days. With over 60,000 attending each home game, we are having to add additional buses to cover ridership.

3. **Fringes** – Increase \$17,112. I decreased the fringe percentage because we have more in that line item than we need. I tried to keep the amount at about what we had originally asked for. I had to work with it to get the math to work out.

Page 2

Total Increase - \$ 592,752.00

We appreciate all you do for OUT and for your consideration in increasing the budget.

Sincerely,

A handwritten signature in cursive script that reads "Donna Zampella". The signature is written in dark ink and is positioned to the right of the word "Sincerely,".

Donna Zampella
General Manager

Cc: Roderick Bailey

BUDGET NARRATIVE

City of Oxford

October 1, 2024 to September 30, 2025

Capital Expenses

<u>Qty.</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Budg. Amt.</u>
1.	Communications Equipment			32,700
12	Integrated Communications - Radio Equipment	2,725	32,700	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
			32,700	
2.	Major Components (List separately engines, transmissions, A/C, etc.)			45,000
1	Engine	20,000	20,000	
2	Transmissions	8,000	16,000	
3	AC and Electrical	3,000	9,000	
0		0	0	
0		0	0	
			45,000	
3.	Office Equipment/Computer Hardware			255,000
12	Wi-Fi, Data Usage	2,000	24,000	
3	Computer and/or Equipment Replacement/Upgrade	3,000	9,000	
12	Stop Indicator, GPS, Camera's	18,500	222,000	
0		0	0	
			255,000	
4.	Facilities			
0		0	0	
0		0	0	
0		0	0	
0		0	0	
			0	
5.	Mobility Manager			48,000
12	NITA - Northeast Regional Mobility Manager	4,000	48,000	
			48,000	
6.	Shelters/Bus Stops			5,000
10	Replace/Add Shelter Signs	500	5,000	
0		0	0	
0		0	0	
			5,000	
7.	Vehicles			
0		0	0	
0		0	0	
0		0	0	
0		0	0	
			0	
8.	Other: Bus Redsign			10,000
1	Add graphic designs on new vehicles	10,000	10,000	
0		0	0	
0		0	0	
0		0	0	
			10,000	

BUDGET NARRATIVE

Page 2

<u>Qty.</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Budg. Amt.</u>
<u>Administrative Expenses</u>				
10. Project Director				
0		0	0	
11. Secretary				50,000
1 HR Manager		50,000	50,000	
0		0	0	
			50,000	
12. Bookkeeper				
0		0	0	
0		0	0	
			0	
13. Other Staff				
0		0	0	
0		0	0	
			0	
14. Revenue Applied to Non-Operating Salaries				
0		0	0	
0		0	0	
			0	
16. Fringes Health, Dental, Vision, Life, W/C				15,000
1 45% Health		6,750	6,750	
1 5% Dental, Vision, Life		1,500	1,500	
1 45% W/C		6,750	6,750	
0		0	0	
0		0	0	
			15,000	
17. Travel/Memberships/Training				12,000
12 Attending, Trainings and Memberships		1,000	12,000	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
			12,000	
18. Audit				
0		0	0	
19. Office Supplies/Software/Office Equipment				7,500
12 Office Supplies		625	7,500	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
			7,500	
20. Telephone				1,500
12 Monthly Service		125	1,500	
0		0	0	
0		0	0	
			1,500	
21. Printing & Advertising				6,000
12 Maps, Signs, Banners, Ads		500	6,000	
0		0	0	

0	0	0
0	0	0
		6,000

BUDGET NARRATIVE

<u>Qty.</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Budg. Amt.</u>
22.	Property Insurance/Bonds			672,000
1	Auto General Liability, Fidelity Bond, Employee Practice	672,000	672,000	
0		0	0	
0		0	0	
0		0	0	
			672,000	
23.	Rent/Utilities			21,300
12		1,775	21,300	
0		0	0	
0		0	0	
			21,300	
24.	Other: Management Contract RATP Dev			138,000
12		11,500	138,000	
0		0	0	
0		0	0	
0		0	0	
			138,000	
26.	Indirect			
0		0	0	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
			0	
29.	Revenues Applied to Non-Operating Expenses			
0		0	0	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
			0	
33.	Local Cash Share			263,800
1		263,800	263,800	
0		0	0	
0		0	0	
0		0	0	
			263,800	
	<u>Operating Expenses</u>			
			263,800	
36.	Operations Supervisor			61,000
1		61,000	61,000	
0		0	0	
			61,000	
37.	Drivers, Full-time			2,114,390
58		36,455	2,114,390	
0		0	0	
0		0	0	
0		0	0	
			2,114,390	
38.	Drivers - Part-time			61,000
4		15,250	61,000	
0		0	0	
0		0	0	
			61,000	

BUDGET NARRATIVE

<u>Qty.</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Budg. Amt.</u>
39. Mechanic(s)				190,000
4		47,500	190,000	
0		0	<u>0</u>	
			190,000	
40. Other Staff - Maintenance Director				59,000
1		59,000	59,000	
0		0	<u>0</u>	
			59,000	
41. Dispatcher				97,800
3		32,600	97,800	
0		0	0	
0		0	0	
0		0	<u>0</u>	
			97,800	
42. Other Staff - Assist. Ops Manager				59,000
1		59,000	59,000	
0		0	<u>0</u>	
			59,000	
43. Other Staff: Maintenance Crew				112,000
4		28,000	112,000	
0		0	<u>0</u>	
			112,000	
44. Fringes (List Components with %:ie Social Sec, Medicare, etc)				893,812
1		893,812	893,812	
0	40% Health	0	0	
0	20% Dental, Vision Life	0	0	
0	40% W/C	0	<u>0</u>	
			893,812	
45. Vehicle Insurance				
0		0	0	
0		0	0	
0		0	0	
0		0	<u>0</u>	
			0	
46. Fuel & Oil				508,200
12		42,350	508,200	
0		0	0	
0		0	<u>0</u>	
			508,200	
47. Tires				58,200
12		4,850	58,200	
0		0	0	
0		0	<u>0</u>	
			58,200	

BUDGET NARRATIVE

<u>Qty.</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Budg. Amt.</u>
48. Preventive Maintenance Parts				24,000
12		2,000	24,000	
0		0	0	
0		0	0	
			24,000	
49. Preventive Maintenance Labor				1,500
12		125	1,500	
0		0	0	
0		0	0	
			1,500	
50. Repairs Parts				168,000
12		14,000	168,000	
0		0	0	
0		0	0	
			168,000	
51. Repairs Labor				30,000
12		2,500	30,000	
0		0	0	
0		0	0	
			30,000	
52. License Tags				-
0		0	0	
0		0	0	
			0	
53. Rent/Utilities				-
0		0	0	
0		0	0	
0		0	0	
0		0	0	
			0	
54. Other (Driver Expenses)				25,800
12		2,150	25,800	
0		0	0	
0		0	0	
0		0	0	
			25,800	
55. Other: Building and Grounds				96,000
12		8,000	96,000	
0		0	0	
0		0	0	
0		0	0	
			96,000	
57. Fares (Projected)				-
0		0	0	
0		0	0	
0		0	0	
			0	
58. Other Revenue: Apartment Complex Contracts				40,500
1		40,500	40,500	
0		0	0	
0		0	0	
0		0	0	
			40,500	

BUDGET NARRATIVE

<u>Qty.</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total</u>	<u>Budg. Amt.</u>
61. Charter Profit				-
0		0	0	
0		0	0	
0		0	<u>0</u>	
			0	
62. Contracts (Sources and Amounts)				-
0		0	0	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
0		0	<u>0</u>	
			0	
63. Advertising				-
0		0	0	
0		0	0	
0		0	0	
0		0	<u>0</u>	
			0	
64. Local Source				2,257,601
1		2,257,601	2,257,601	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
0		0	0	
0		0	<u>0</u>	
			2,257,601	

Brad White
Executive Director
Jeff Ely, P.E.
Chief of Staff



Earl Glenn, Jr., P.E.
Deputy Executive Director/Chief Engineer
Lisa M. Hancock, CPA
Deputy Executive Director/Administration

August 29, 2025

Ms. Donna Zampella, General Manager
City of Oxford – Oxford University Transit
409 McElroy Drive
Oxford, MS 38655

Dear Ms. Zampella:

SUBJECT: 5311 Supplemental Agreement #1 – Contract #503730
City of Oxford – Oxford University Transit

Enclosed for your files are three (3) originals of the Supplemental Agreement #1 for the above referenced contract. The Supplemental to amend the contract budget amount to allow for an increase to support administrative and operating costs. You are requested to return all three of the signed agreements to my attention on or before Friday, September 12, 2025. We will return one completely executed agreement for your records.

If you have any questions or require other assistance, please contact Roderick Bailey of our office or me by telephone at (601) 359-7800 or by fax (601) 359-7777.

Sincerely,

Roderick Bailey
for Shirley Wilson

Shirley Wilson, Director
Public Transit Division

SW:rb

Enclosure(s)



OXFORD POLICE DEPARTMENT

Jeff McCutchen

Chief of Police

Sheridan Maiden

Deputy Chief of Police

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT APPLICATION

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

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

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

I. Applicant Information:

Name: Dana Faggert

Phone Number: 601-941-7852 E-mail Address: dana.faggert@msmoc.com

Address: 497 Azalea Dr., Suite 102

Oxford \ MS \ 38655

(City)

(State)

(Zip Code)

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

☒ Yes

☐ No

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

Name of Business/Organization: MS Sports Medicine (formally Oxford Ortho)

Director of Business/Organization: Dr. Daniel Boyd

Phone Number: 662-513-2000 E-mail Address: dana.faggert@msmoc.com

Address: 497 Azalea Dr., Suite 102

Oxford \ MS \ 38655

(City)

(State)

(Zip Code)

Name of On-Site Contact Person at Event: Dana Faggert

Phone Number: 601-941-7852 E-mail Address: dana.faggert@msmoc.com

II. Event Information:

Date: 9/8/2025 Start Time: 1:30 pm End Time: 2:29 pm

Type of Event: Live broadcast of ESPN HS Football Radio Roadshow - Featuring OHS & LHS Teams

Event Location Information:

Starting Point Location: Pocket park

Finish Line Location: Pocket Park

Detailed Route: 10x10 tent, table and chairs in pocket park

Other Information: _____

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

Will need access to an outlet for extension cord

Number of Expected Participants: 25 Number of Expected Spectators: 25

Spacing Intervals to be Maintained Between Units: n/a

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

Used by Event: 10x10 branded tent and tablecloth, radio broadcast equipment

*come + go interviews
of players, admin,
+ coaches*

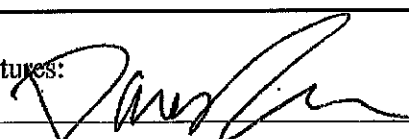
III. Application Fee:

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

IV. Police Protection Fee:

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

V. Signatures:

 9/8/2025
Applicant Signature Date

Approved By: Chief of Police, Oxford Police Department Date

PAYMENT DATE
08/22/2025
COLLECTION STATION
Station 1

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

BATCH NO.
2025-00000844
RECEIPT NO.
2025-00004753
CASHIER
Daphanie Vaughn

RECEIVED FROM
DANA FAGGERT/MS
SPORTS MEDICINE

DESCRIPTION
LIVE BROADCAST FOR HIGHSCHOOL FOOTBALL RADIO SHOW ON 09/08/2025

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT																														
OPD	Oxford Police Dept. Fees 001-001-01 CASH GENERAL FUND \$25.00 001-000-305 INCOME FROM POLICE DEPT FEES \$25.00	\$25.00																														
Payments:	<table><tr><th>Type</th><th>Detail</th><th>Amount</th></tr><tr><td>Charge</td><td>Credit Card Type: Credit Card Number: xxxx Authorization Code:</td><td>\$25.00</td></tr><tr><td colspan="2">Total Cash</td><td>\$0.00</td></tr><tr><td colspan="2">Total Check</td><td>\$0.00</td></tr><tr><td colspan="2">Total Charge</td><td>\$25.00</td></tr><tr><td colspan="2">Total Wire</td><td>\$0.00</td></tr><tr><td colspan="2">Total Other</td><td>\$0.00</td></tr><tr><td colspan="2">Total Remitted</td><td>\$25.00</td></tr><tr><td colspan="2">Change</td><td>\$0.00</td></tr><tr><td colspan="2">Total Received</td><td>\$25.00</td></tr></table>	Type	Detail	Amount	Charge	Credit Card Type: Credit Card Number: xxxx Authorization Code:	\$25.00	Total Cash		\$0.00	Total Check		\$0.00	Total Charge		\$25.00	Total Wire		\$0.00	Total Other		\$0.00	Total Remitted		\$25.00	Change		\$0.00	Total Received		\$25.00	
Type	Detail	Amount																														
Charge	Credit Card Type: Credit Card Number: xxxx Authorization Code:	\$25.00																														
Total Cash		\$0.00																														
Total Check		\$0.00																														
Total Charge		\$25.00																														
Total Wire		\$0.00																														
Total Other		\$0.00																														
Total Remitted		\$25.00																														
Change		\$0.00																														
Total Received		\$25.00																														
Total Amount:		\$25.00																														

Customer Copy



All Transactions Approved

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

Account Number	Amount	Qty	Conv. Fee	Result
PUBLIC ASSEMBLY PERMIT Payment ID: 100334638721 General Fund Fee	\$25.00	1	\$2.00	Approved
Total Amounts + All Fees:	\$27.00			

BILLING INFORMATION

Payment will be billed to:

DANA. FAGGERT

Card ending in ...9211 (Mastercard)

Processed at 08/22/2025 10:37:35 AM CDT

A handwritten signature in black ink that reads 'Dana Faggert'.

LEGAL NOTICE

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

Privacy Statement - www.certifiedpayments.net/PrivacyStatement.aspx

Legal Notice - www.certifiedpayments.net/LegalNotices.aspx



OXFORD POLICE DEPARTMENT

Jeff McCutchen

Chief of Police

Sheridan Malden

Deputy Chief of Police

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT APPLICATION

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

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

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

I. Applicant Information:

Name: Janice Faye Carr
Phone Number: 662.380.0662 E-mail Address: jfclegal@bellsouth.net
Address: 60 Lynch DR.
Abbeville \ MS \ 38601
(City) (State) (Zip Code)

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

☐ Yes

☒ No

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

Name of Business/Organization: _____

Director of Business/Organization: _____

Phone Number: _____ E-mail Address: _____

Address: _____

(City)

(State)

(Zip Code)

Name of On-Site Contact Person at Event: Janice Faye Carr

Phone Number: 662.380.0662 E-mail Address: jfclegal@bellsouth.net

II. Event Information: October 18, 2025

Date: September 6 Start Time: 11:00 AM End Time: 1:00 PM

Type of Event: Peaceful Protest

Event Location Information:

Starting Point Location: City Hall

Finish Line Location: City Hall

Detailed Route: _____

Other Information: The event will consist of mostly senior citizens

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

Front of City Hall

Number of Expected Participants: 75-100 Number of Expected Spectators: _____

Spacing Intervals to be Maintained Between Units: _____

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

Used by Event: Signs

III. Application Fee:

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

IV. Police Protection Fee:

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

V. Signatures:

Janice Joyce Carr
Applicant Signature

8/26/25

Date

Approved By: Chief of Police, Oxford Police Department

Date

PAYMENT DATE
08/26/2025
COLLECTION STATION
Station 1

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

BATCH NO.
2025-00000849
RECEIPT NO.
2025-00004777
CASHIER
Daphanie Vaughn

RECEIVED FROM
JANICE CARR

DESCRIPTION
PEACEFUL PROTEST 10/18/2025 IN FRONT OF CITY HALL

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT																														
OPD	Oxford Police Dept. Fees 001-001-01 CASH GENERAL FUND \$25.00 001-000-305 INCOME FROM POLICE DEPT FEES \$25.00	\$25.00																														
Payments:	<table><tr><th>Type</th><th>Detail</th><th>Amount</th></tr><tr><td>Check</td><td>429</td><td>\$25.00</td></tr><tr><td></td><td>Total Cash</td><td>\$0.00</td></tr><tr><td></td><td>Total Check</td><td>\$25.00</td></tr><tr><td></td><td>Total Charge</td><td>\$0.00</td></tr><tr><td></td><td>Total Wire</td><td>\$0.00</td></tr><tr><td></td><td>Total Other</td><td>\$0.00</td></tr><tr><td></td><td>Total Remitted</td><td>\$25.00</td></tr><tr><td></td><td>Change</td><td>\$0.00</td></tr><tr><td></td><td>Total Received</td><td>\$25.00</td></tr></table>	Type	Detail	Amount	Check	429	\$25.00		Total Cash	\$0.00		Total Check	\$25.00		Total Charge	\$0.00		Total Wire	\$0.00		Total Other	\$0.00		Total Remitted	\$25.00		Change	\$0.00		Total Received	\$25.00	
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	Change	\$0.00																														
	Total Received	\$25.00																														
	Total Amount:	\$25.00																														

Customer Copy

Printed by: Daphanie Vaughn

Page 1 of 1

08/26/2025 11:46:24 AM



OXFORD POLICE DEPARTMENT

Jeff McCutchen

Chief of Police

Sheridan Maiden

Deputy Chief of Police

SPECIAL EVENT, PARADE, OR PUBLIC ASSEMBLY PERMIT APPLICATION

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

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

I. Applicant Information:

Name: Leah Veazey

Phone Number: 662 816 9191 E-mail Address: leah@visitoxfordms.com

Address: 1013 Jackson Ave E

Oxford \ MS \ 38655

(City)

(State)

(Zip Code)

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

☒ Yes

☐ No

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

Name of Business/Organization: Visit Oxford

Director of Business/Organization: Kinney Ferris

Phone Number: 662 401 6264 E-mail Address: kinney@visitoxfordms.com

Address: 1013 Jackson Ave E

Oxford \ MS \ 38655

(City)

(State)

(Zip Code)

Name of On-Site Contact Person at Event: Kinney Ferris

Phone Number: 662 401 6264 E-mail Address: kinney@visitoxfordms.com

II. Event Information:

Date: 11/13/25 Start Time: 2:00pm End Time: 7:00pm

Type of Event: Square Christmas Lighting - assembly of Christmas lights

Event Location Information:

Starting Point Location: parking bay in front of City Hall and Neilson's/ Steps of City Hall

Finish Line Location: _____

Detailed Route: _____

Other Information: _____

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

Number of Expected Participants: 50 Number of Expected Spectators: 500

Spacing Intervals to be Maintained Between Units: _____

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

Used by Event: Audio/Visual Equipment & A-frames

III. Application Fee:

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

IV. Police Protection Fee:

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

V. Signatures:

 August 27, 2025
Applicant Signature Date

Approved By: Chief of Police, Oxford Police Department Date



OXFORD POLICE DEPARTMENT

Jeff McCutchen

Chief of Police

Sheridan Maiden

Deputy Chief of Police

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

I. Applicant Information:

Name: Visit Oxford

Phone Number: 662 232 2477 E-mail Address: leah@visitoxfordms.com

Address: 1013 Jackson Ave E
Oxford \ MS \ 38655
(City) (State) (Zip Code)

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

☒ Yes ☐ No

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

Name of Business/Organization: Oxford/Laf Chamber of Commerce

Director of Business/Organization: Pam Swain

Phone Number: 662 607 1700 E-mail Address: pam@oxfordms.com

Address: 299 Jackson Ave W

(City) (State) (Zip Code)

Name of On-Site Contact Person at Event: Pam Swain

Phone Number: 662 607 1700 E-mail Address: pam@oxfordms.com

II. Event Information:

Date: 11/22/25 Start Time: 9am End Time: 2pm

Type of Event: Shop Oxford

Event Location Information:

Starting Point Location: _____

Finish Line Location: _____

Detailed Route: only using area in front of City Hall steps

Other Information: _____

Designation of any City of Oxford Facilities and/or Equipment to be Utilized: _____
event will take place from 10 am - 1pm, merchants open for Holiday shopping event

Number of Expected Participants: 100 Number of Expected Spectators: 100

Spacing Intervals to be Maintained Between Units: _____

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

Used by Event: signage for the event will be located around the square

III. Application Fee:

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

IV. Police Protection Fee:

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

V. Signatures:

Leah Veazey 11/28/25
Applicant Signature Date

Approved By: Chief of Police, Oxford Police Department Date



OXFORD POLICE DEPARTMENT

Jeff McCutchen

Chief of Police

Sheridan Maiden

Deputy Chief of Police

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

I. Applicant Information:

Name: Leah Veazey

Phone Number: 662 232 2477 E-mail Address: leah@visitoxfordms.com

Address: 1013 Jackson Ave E

Oxford \ MS \ 38655
(City) (State) (Zip Code)

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

☒ Yes ☐ No

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

Name of Business/Organization: Visit Oxford

Director of Business/Organization: Kinney Ferris

Phone Number: 662 401 6264 E-mail Address: Kinney@visitoxfordms.com

Address: 1013 Jackson Ave E

Oxford \ MS \ 38655
(City) (State) (Zip Code)

Name of On-Site Contact Person at Event: Kinney Ferris

Phone Number: 662 401 6264 E-mail Address: Kinney@visitoxfordms.com

II. Event Information:

Date: 10/20/25 Start Time: 12:01am End Time: 12:00pm 24 hr for
Type of Event: Ole Miss Athletics Event Set up, event &
Event Location Information: break down

Starting Point Location: _____

Finish Line Location: _____

Detailed Route: OPD's description to block entire parking bay
from Neilsons to City Hall → as well as traffic flow to

Other Information: Court House Square based on crowd.

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

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

Spacing Intervals to be Maintained Between Units: _____

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

Used by Event: Amplified music & signage

III. Application Fee:

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

IV. Police Protection Fee:

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

V. Signatures:

Leah Veasey 8/28/25
Applicant Signature Date

Approved By: Chief of Police, Oxford Police Department Date



OXFORD POLICE DEPARTMENT

Jeff McCutchen

Chief of Police

Sheridan Maiden

Deputy Chief of Police

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

I. Applicant Information:

Name: visit Oxford - Leah Veazey
Phone Number: 662 816 9191 E-mail Address: leah@visitoxfordms.com
Address: 1013 Jackson Ave E
Oxford , MS , 38655
(City) (State) (Zip Code)

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

☒ Yes ☐ No

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

Name of Business/Organization: Visit Oxford
Director of Business/Organization: Kinney Ferris
Phone Number: 662 401 6264 E-mail Address: kinney@visitoxfordms.com
Address: 1013 Jackson Ave E
Oxford , MS , 38655
(City) (State) (Zip Code)

Name of On-Site Contact Person at Event: Laine Mitchell
Phone Number: 662-801-5891 E-mail Address: laine@visitoxfordms.com

II. Event Information:

Date: 9/18/25 Start Time: 5pm End Time: 7pm

Type of Event: 3rd Thursday / live music in the park

Event Location Information:

Starting Point Location: Pocket Park by City Hall + parking space

Finish Line Location: N/A

Detailed Route: N/A

Other Information: _____

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

none

Number of Expected Participants: _____ Number of Expected Spectators: 100

Spacing Intervals to be Maintained Between Units: _____

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

Used by Event: A-Frame

III. Application Fee:

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

IV. Police Protection Fee:

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V. Signatures:

Lead Veasley 8/26/25
Applicant Signature Date

Approved By: Chief of Police, Oxford Police Department

Date



OXFORD POLICE DEPARTMENT

Jeff McCutchen

Chief of Police

Sheridan Maiden

Deputy Chief of Police

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Oxford \ MS \ 38655

(City)

(State)

(Zip Code)

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☒ Yes

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Director of Business/Organization: Kinney Ferris

Phone Number: 662 401 6264 E-mail Address: kinney@visitoxfordms.com

Address: 1013 Jackson Ave E

Oxford \ MS \ 38655

(City)

(State)

(Zip Code)

Name of On-Site Contact Person at Event: Laine Mitchell

Phone Number: 662 801 5891 E-mail Address: laine@visitoxfordms.com

II. Event Information:

Date: 10/16/25 Start Time: 5:00pm End Time: 7:00pm

Type of Event: 3rd Thursday/ Live Music in the Park

Event Location Information:

Starting Point Location: Pocket Park by City Hall + parking space

Finish Line Location: _____

Detailed Route: _____

Other Information: _____

Designation of any City of Oxford Facilities and/or Equipment to be Utilized: none

Number of Expected Participants: _____ Number of Expected Spectators: 100

Spacing Intervals to be Maintained Between Units: _____

Description of Attention-Getting Devices, Signs, Banners, or Recording Equipment to be
Used by Event: A-Frame

III. Application Fee:

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IV. Police Protection Fee:

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V. Signatures:

Leah Veazey 8/27/25
Applicant Signature Date

Approved By: Chief of Police, Oxford Police Department

Date



OXFORD POLICE DEPARTMENT

Jeff McCutchen

Chief of Police

Sheridan Maiden

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Oxford \ MS \ 38655

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(State)

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

☒ Yes

☐ No

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

Name of Business/Organization: Visit Oxford

Director of Business/Organization: Kinney Ferris

Phone Number: 662 401 6264 E-mail Address: kinney@visitoxfordms.com

Address: 1013 Jackson Ave E

Oxford \ MS \ 38655

(City)

(State)

(Zip Code)

Name of On-Site Contact Person at Event: Laine Mitchell

Phone Number: 662 801 5891 E-mail Address: laine@visitoxfordms.com

II. Event Information:

Date: 11/20/25 Start Time: 5:00pm End Time: 7:00pm

Type of Event: 3rd Thursday/ Live Music in the Park

Event Location Information:

Starting Point Location: Pocket Park by City Hall + parking space

Finish Line Location: _____

Detailed Route: _____

Other Information: _____

Designation of any City of Oxford Facilities and/or Equipment to be Utilized: none

Number of Expected Participants: _____ Number of Expected Spectators: 100

Spacing Intervals to be Maintained Between Units: _____

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

Used by Event: A-Frame

III. Application Fee:

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

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V. Signatures

Leah Keazley 8/27/25
Applicant Signature Date

Approved By: Chief of Police, Oxford Police Department Date



OXFORD POLICE DEPARTMENT

Jeff McCutchen

Chief of Police

Sheridan Maiden

Deputy Chief of Police

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Name: Leah Veazey

Phone Number: 662 816 9191

E-mail Address: leah@visitoxfordms.com

Address: 1013 Jackson Ave E

Oxford

\ MS

\ 38655

(City)

(State)

(Zip Code)

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

☒ Yes

☐ No

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

Name of Business/Organization: Visit Oxford

Director of Business/Organization: Kinney Ferris

Phone Number: 662 401 6264

E-mail Address: kinney@visitoxfordms.com

Address: 1013 Jackson Ave E

Oxford

\ MS

\ 38655

(City)

(State)

(Zip Code)

Name of On-Site Contact Person at Event: Laine Mitchell

Phone Number: 662 801 5891

E-mail Address: laine@visitoxfordms.com

II. Event Information:

Date: 12/18/25 Start Time: 5:00pm End Time: 7:00pm

Type of Event: 3rd Thursday/ Live Music in the Park

Event Location Information:

Starting Point Location: Pocket Park by City Hall + parking space

Finish Line Location: _____

Detailed Route: _____

Other Information: _____

Designation of any City of Oxford Facilities and/or Equipment to be Utilized: none

Number of Expected Participants: _____ Number of Expected Spectators: 100

Spacing Intervals to be Maintained Between Units: _____

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

Used by Event: A-Frame

III. Application Fee:

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

IV. Police Protection Fee:

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V. Signatures:

Leah Veazey 8/27/25
Applicant Signature Date

Approved By: Chief of Police, Oxford Police Department Date



Memorandum

To: Mayor and Board of Aldermen
From: Ben Requet, AICP, Planning Director
Date: September 2, 2025
Re: Second Reading and Public Hearing of a Zoning Map Amendment request (Case #3253) by Elizabeth Fitts, to rezone +/- .44 acres from Suburban Residential (SR) to Neighborhood Residential (NR) for property located on Christman Road. (PPIN #30663)

Request: This is a request for a Zoning Map Amendment to change the underlying zoning from (SR) Suburban Residential to (NR) Neighborhood Residential for approximately +/- .44 acres in the northeastern most portion of the PUD. At the August 11, 2025, Planning Commission meeting, after determining that there was sufficient change in the character of the neighborhood and that there was a public need, Commissioner Latimer made a motion to recommend approval of the requested rezoning to the Mayor and Aldermen that was seconded by Commissioner Brasfield. The motion carried with a unanimous vote 6-0 vote. Therefore, the Commission recommended approval of the requested rezoning.

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

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

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

State Requirements for Rezoning:

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

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

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

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

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

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

Change and Need:

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

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

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

together without complication or ambiguity on who can do what. Upon successful rezoning and removal 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 Mayor and Aldermen will have to determine if the proposal is a desirable change. Staff believes that there is sufficient evidence of change and need to support the rezoning of this property as requested.

Planning Commission Meeting (August 11, 2025)

A link to the recording of the August 11th, 2025, Planning Commission meeting is provided below. As this meeting was held on Tuesday, the draft minutes are still in production. Two residents, Diane Vinson and Denise Hammer, provided comments about a natural spring that exists in this area and concerns of development potentially impacting the spring, and also concerns about tree removal in Oxford.

[Case #3253 – Blackberry Hills Fitts .44 Acres Rezoning](#) (This item should begin at 29:40)

Planning Commission Recommendation:

At the August 11, 2025, Planning Commission meeting, after determining that there was sufficient change in the character of the neighborhood and that there was a public need, Commissioner Latimer made a motion to recommend approval of the requested rezoning to the Mayor and Aldermen that was seconded by Commissioner Brasfield. The motion carried with a unanimous vote 6-0 vote.

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



Case 3253

To: Oxford Planning Commission
From: Benjamin Requet, AICP; Director of Planning
Date: August 11, 2025

Applicant: Elizabeth Fitts
Owner: Same
Request: Zoning Map Amendment to change the underlying zoning from (SR) Suburban Residential to (NR) Neighborhood Residential
Location: Northwood Trails & Christman Road (PPIN #30663)
Zoning: PUD - Planned Unit Development; underlying zoning (SR) Suburban Residential

Surrounding Zoning:

North: County A1

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

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

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

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

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

At the July 2025 Planning Commission meeting, the Planning Commission recommended approval of a similar rezoning for 10 acres surround this property (Case #3244), and a rezoning (Case #3245) to remove the same 10 acres, plus all of the Rowandale property from the Blackberry Hills PUD.

In this request, the applicant is seeking a Zoning Map Amendment to change the underlying zoning from (SR) Suburban Residential to (NR) Neighborhood Residential for approximately .44 acres in the northeastern most portion of the PUD. The applicant is also seeking another Zoning Map Amendment, the subject of Case #3254, to remove this from the Blackberry Hills PUD.

State Requirements for Rezoning:

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

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

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

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

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

Change and Need:

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

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

The Blackberry Hills "PUD" was never properly created, as has been documented multiple times to staff and attorneys, under MS Law. It has been problematic and ambiguous and there have been multiple attempts to understand it by staff, owners and developers since inception. Even the prior owners did not know what they had or what could be done. Removing all 220 Rowandale parcels and the 10 Acres from the "PUD" allows the City and new owner to work together without complication or ambiguity on who can do what. Upon successful rezoning and removal 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.

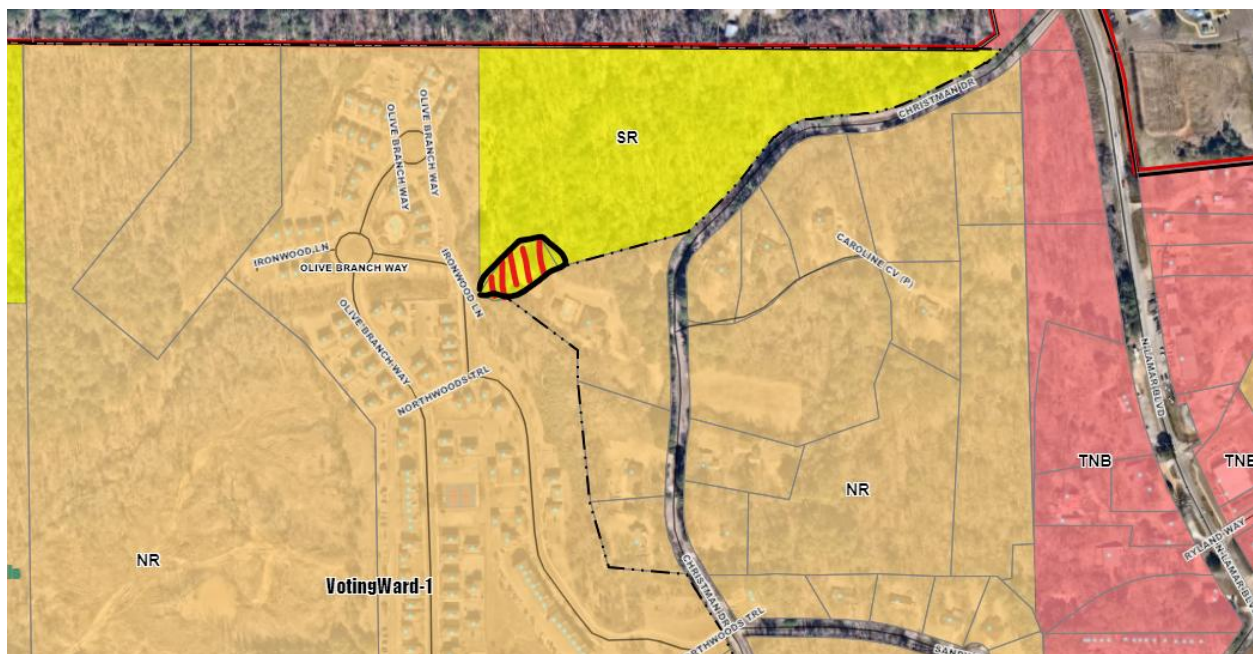
Underlying Rezoning Request & Removal from Blackberry Hills PUD

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 Ivey — 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
Oxford's first ever Reds chat

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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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

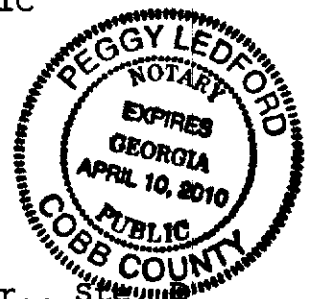
My Commission Expires:

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: September 2, 2025
Re: Second Reading and Public Hearing of a Zoning Map Amendment request (Case #3254) by Elizabeth Fitts, to remove +/- .44 acres from the Blackberry Hills Planned Unit Development for property located on Christman Road. (PPIN #30663)

Request: This is a request for a Zoning Map Amendment to remove approximately +/- .44 acres from the Blackberry Hills Planned Unit Development. At the August 11, 2025, Planning Commission meeting, after determining that there was sufficient change in the character of the neighborhood and that there was a public need, Commissioner Spragins made a motion to recommend approval of the requested rezoning to the Mayor and Aldermen that was seconded by Commissioner Logan. The motion carried with a unanimous vote 6-0 vote. Therefore, the Commission recommended approval of the requested rezoning.

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

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

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

State Requirements for Rezoning:

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

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

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

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

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

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

Change and Need:

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

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

The Blackberry Hills “PUD” was never properly created, as has been documented multiple times to staff and attorneys, under MS Law. It has been problematic and ambiguous and there have been multiple attempts to understand it by staff, owners and developers since inception. Even the prior owners did not know what they had or what could be done. Removing all 220 Rowandale parcels and the 10 Acres from the “PUD” allows the City and new owner to work together without complication or ambiguity on who can do what. Upon successful rezoning and

removal 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 second 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).

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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 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.

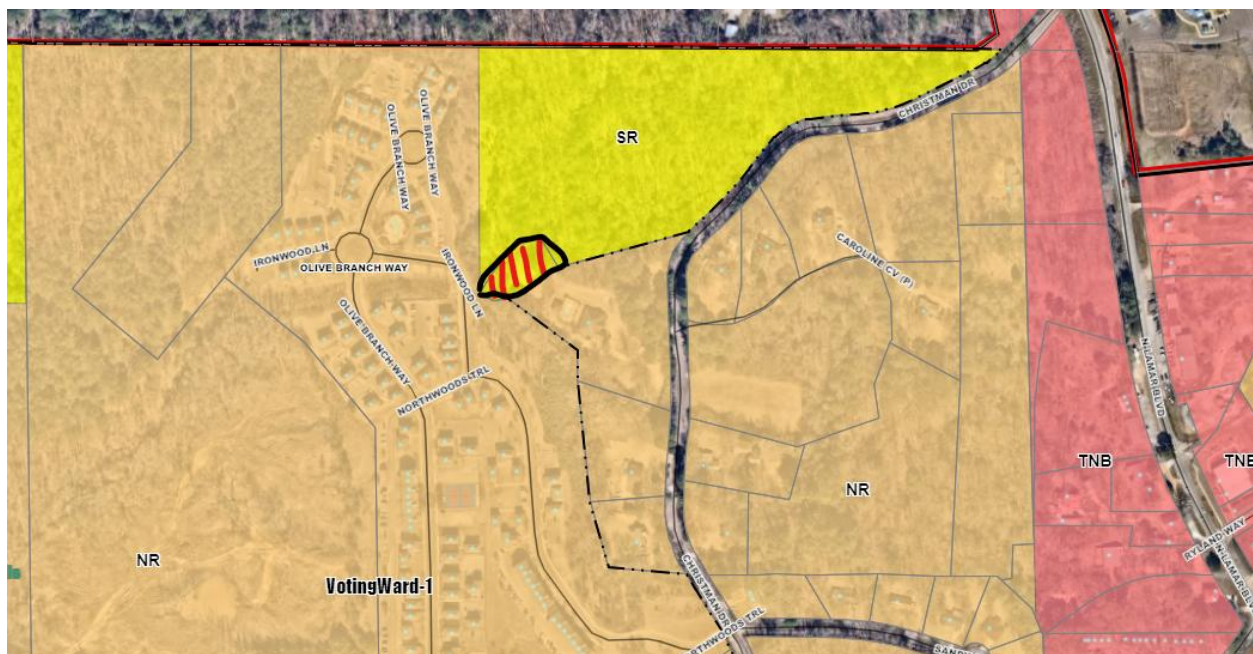
Underlying Rezoning Request & Removal from Blackberry Hills PUD

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 Rebs

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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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

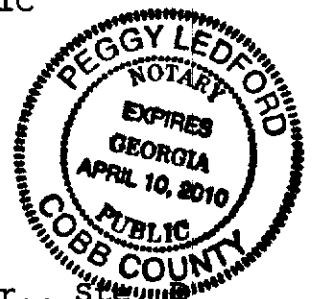
My Commission Expires:

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: September 2, 2025
Re: Second Reading and Public Hearing of a Zoning Map Amendment request (Case #3255) by Andy Callicutt, to amend the Blackberry Hills Planned Unit Development for property located on Northwood Trails & Christman Road. (PPIN #4975, #5004, #5047, #26268 & #30362)

Request: This is a request for a Zoning Map Amendment to amend the Blackberry Hills Planned Unit Development. At the August 11, 2025, Planning Commission meeting, after determining that there was sufficient change in the character of the neighborhood and that there was a public need, Commissioner Latimer made a motion to recommend approval of the requested rezoning to the Mayor and Aldermen that was seconded by Commissioner Murphy. The motion carried with a unanimous vote 6-0 vote. Therefore, the Commission recommended approval of the requested rezoning.

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

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

At the July 2025 Planning Commission meeting, the Planning Commission recommended approval of a rezoning for 10 acres east of this property (Case #3244), and a rezoning (Case #3245) to remove the same 10 acres, plus all of the Rowandale property from the Blackberry Hills PUD.

In this request, the applicant is seeking a Zoning Map Amendment to establish a new vision for the remaining +/- 193 acres of the Blackberry Hills PUD. While the underlying zoning remains unchanged, this proposal provides the elements of a PUD that are required in the Land Development Code.

The PUD plan indicates five areas.

- **Area 1** (indicated in light pink on the plan.) measures approximately 1.60 acres with all development being consistent with the Traditional Neighborhood Business standards. This area is located at the entry into the development on Blackberry Hills Parkway, with frontage on Molly Barr Road.
- **Area 2** (indicated in yellow on the plan.) consists of two tracts that are split by a primary road through the development. This area measures approximately 26 acres with all development being consistent with the Suburban Multi-Family standards. This area is located at the entry to the development in the southeast quadrant of the property.
- **Area 3** (indicated in fuchsia on the plan.) consists of four tracts that are split by a primary road and open space in the development. This area measures approximately 141 acres with all development being consistent with the Neighborhood Residential standards. This area encompasses the majority of the development and is located in the center and northern parts of the property.
- **Area 4** (indicated in green on the plan.) consists of three tracts measuring approximately 17.5 acres intended to be used for open space, recreational, pedestrian and cycling facilities and stormwater detention.
- **Area 5** (indicated in gray on the plan.) consists of the public road infrastructure intended for the site. Roads are planned to connect to Blackberry Hills Parkway, Ironwood Lane, and to Dooley Road on the northern portion of the site.

State Requirements for Rezoning:

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

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

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

In another case, the court stated: “Before property is reclassified, applicant seeking rezoning must prove beyond by clear and convincing evidence either that there was mistake in original

zoning, or that character of neighborhood had changed to such an extent as to justify rezoning, and that public need existed for rezoning” . (City of Biloxi v. Hilbert, 1992)

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

Change and Need:

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

Lack of Clarity in the Original PUD

A key driver behind this modification is the lack of specificity and clarity in the original 2005 PUD documents. The initial approval included only limited information regarding architectural standards, site layout, land use relationships, and pedestrian circulation. As a result, subsequent development within the PUD area occurred without a consistent or enforceable framework, leading to fragmented design outcomes and confusion regarding long-term planning intent. The absence of defined development guidelines has made it challenging for the City to apply uniform standards and for stakeholders to understand what future phases of the project should look like.

This proposed PUD modification addresses those deficiencies by establishing clear and enforceable development standards. These include detailed guidance on permitted uses, building placement, architectural elements, open space integration, and connectivity requirements. The intent is to create a transparent and predictable development process that provides both flexibility and structure as the project continues to build out.

Contextual Changes in the Neighborhood

Since the original approval of the Blackberry Hills PUD in 2005, the surrounding area has undergone significant transformation. The Rowandale development, initially envisioned as part of the PUD, has evolved into a separate condominium association with its own identity, governance, and design guidelines. South of the site, the construction of The Lamar, a mixed-use residential and commercial development, has added density and urban character to the Molly Barr corridor. Infrastructure improvements by the City—including the construction of two modern roundabouts along Molly Barr Road—will significantly enhance traffic flow and safety while supporting the corridor’s transition into a key connector within the City’s transportation network.

Purpose of the PUD Modification

The proposed PUD modification is intended to bring the revised development into full compliance with the current Land Development Code and to clearly establish updated development parameters for future phases. It introduces modern planning standards for site design, building orientation, open space, multimodal transportation, and architectural character, ensuring clarity and consistency for city officials, developers, and community members.

Vision for the Updated PUD

The revised Blackberry Hills PUD envisions a thoughtfully planned, walkable, and connected community that blends residential, commercial, and mixed-use development. Land uses are intentionally arranged to foster internal connectivity, minimize vehicle dependence, and promote neighborhood-scale amenities. Enhanced pedestrian infrastructure—including widened sidewalks, greenways, and bicycle routes—will support active transportation and increase accessibility.

These improvements align directly with the City of Oxford's Comprehensive Plan and reflect the City's long-term goals of sustainable growth, connectivity, and quality placemaking. The updated PUD provides a clear, adaptable framework that supports the evolving needs of the Oxford community while enhancing the character and cohesion of the surrounding neighborhood.

Mistake:

There is not a mistake in this instance.

Additional Staff Comments:

During the Comprehensive rezoning in 2017, Staff met with one of the owners of the Blackberry Hills PUD about removing the PUD designation due to inactivity of the development and due to the lack of detailed information to facilitate the development of the PUD. While the owner was receptive to the conversation, ultimately it was determined by the owners of the property to keep the PUD in place. Staff evaluated the proposed uses in the PUD plan and assigned land uses it felt most appropriate and consistent with the proposed Land Development Code.

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

The proposed changes will facilitate the development of this property more consistent with the current Land Development Code. The proposal establishes the uses, bulk requirements, lot coverage, design standards, access and circulation, landscaping and screening, signage, utilities (electric, sanitary sewer and water), and stormwater management for development in the proposed five areas are to be consistent with the Land Development Code. The application also provides a *Project Schedule* for the PUD. Construction of Areas 2, 3 & 5 are to commence in 2025 (pending site plan and subdivision approvals), while Area 1 will commence in 2026. The anticipated date of completion for the full build-out of the PUD is 2035.

Recommendation: The Mayor and Board will have to determine if the proposal is a desirable change. Staff believes that there is sufficient evidence of change and need to support the rezoning of this property as requested.

Planning Commission Meeting (August 11, 2025)

A link to the recording of the August 11th, 2025, Planning Commission meeting is provided below. As this meeting was held on Tuesday, the draft minutes are still in production.

[Case #3255 – Blackberry Hills Callicutt Rezoning](#) (This item should begin at 42:41)

Planning Commission Recommendation:

At the August 11, 2025, Planning Commission meeting, after determining that there was sufficient change in the character of the neighborhood and that there was a public need, Commissioner Latimer made a motion to recommend approval of the requested rezoning to the Mayor and Aldermen that was seconded by Commissioner Murphy. The motion carried with a unanimous vote 6-0 vote.

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

**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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Mistake:

There is no mistake indicated in this application.

Additional Staff Comments:

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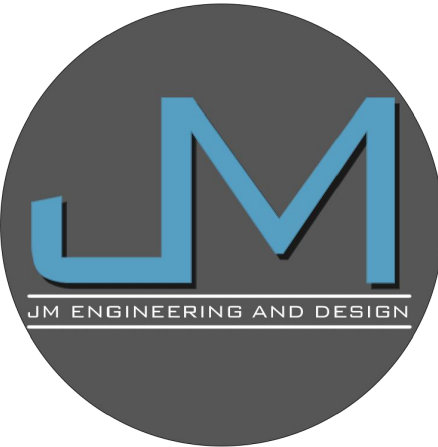
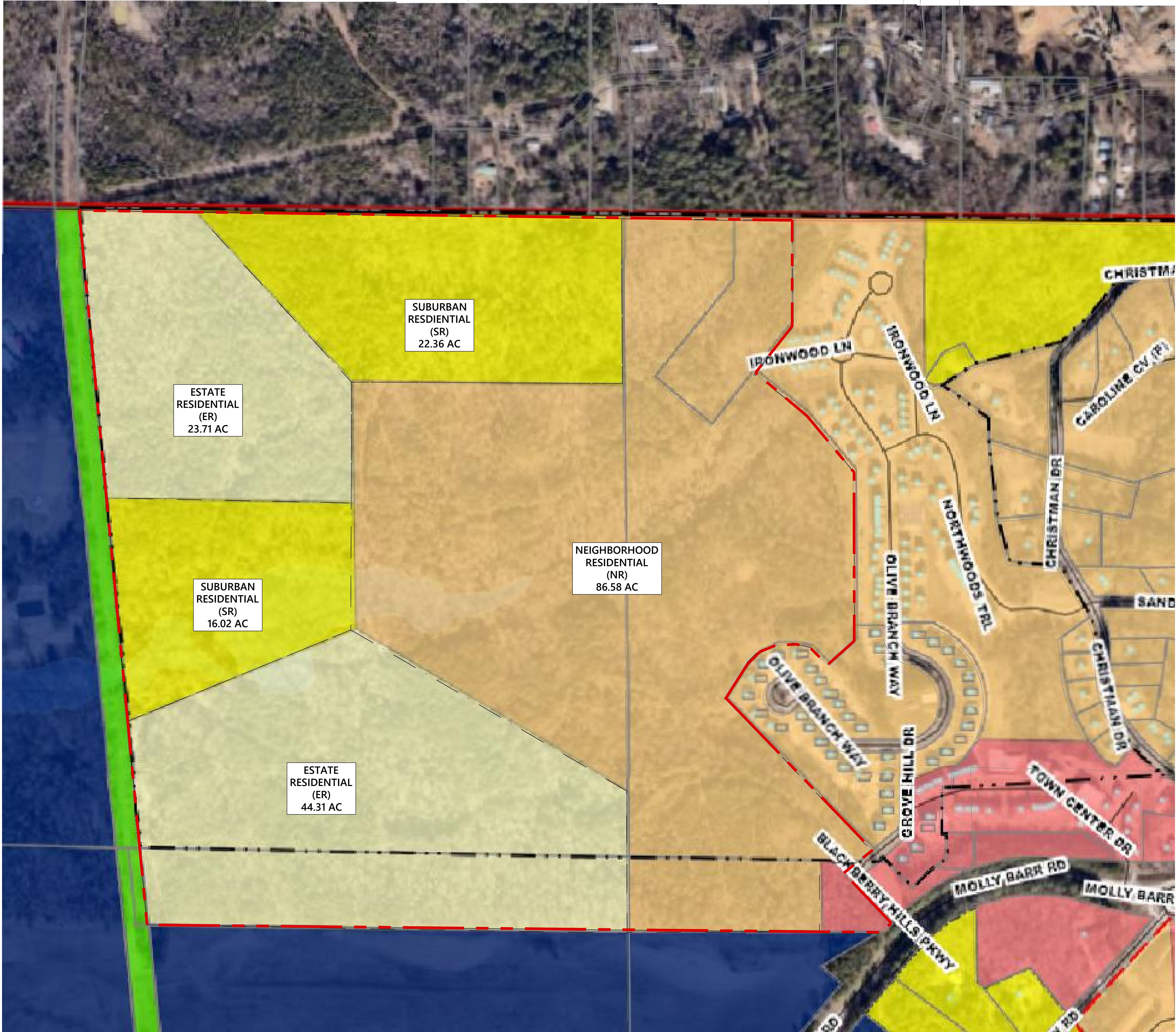
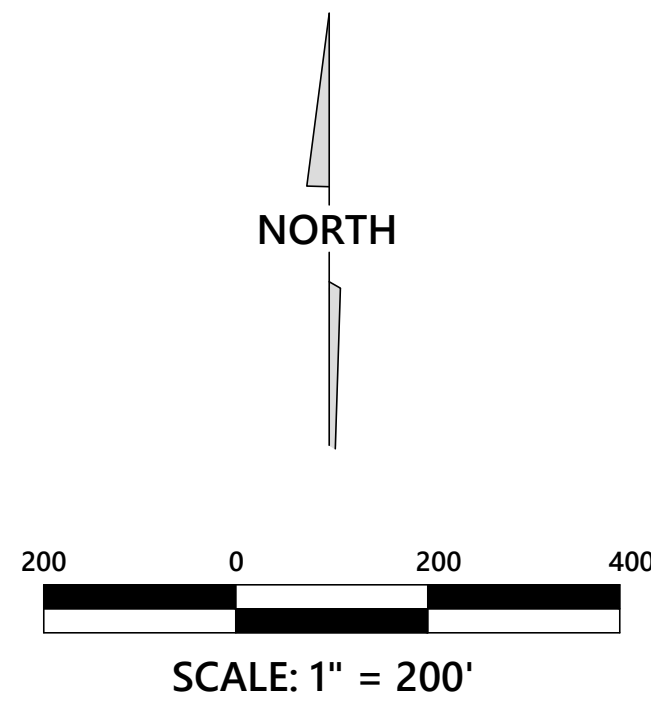
Recommendation: The Commission will have to determine if the proposal is a desirable change. Staff believes that there is sufficient evidence of change and need to support the rezoning of this property as requested.

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.

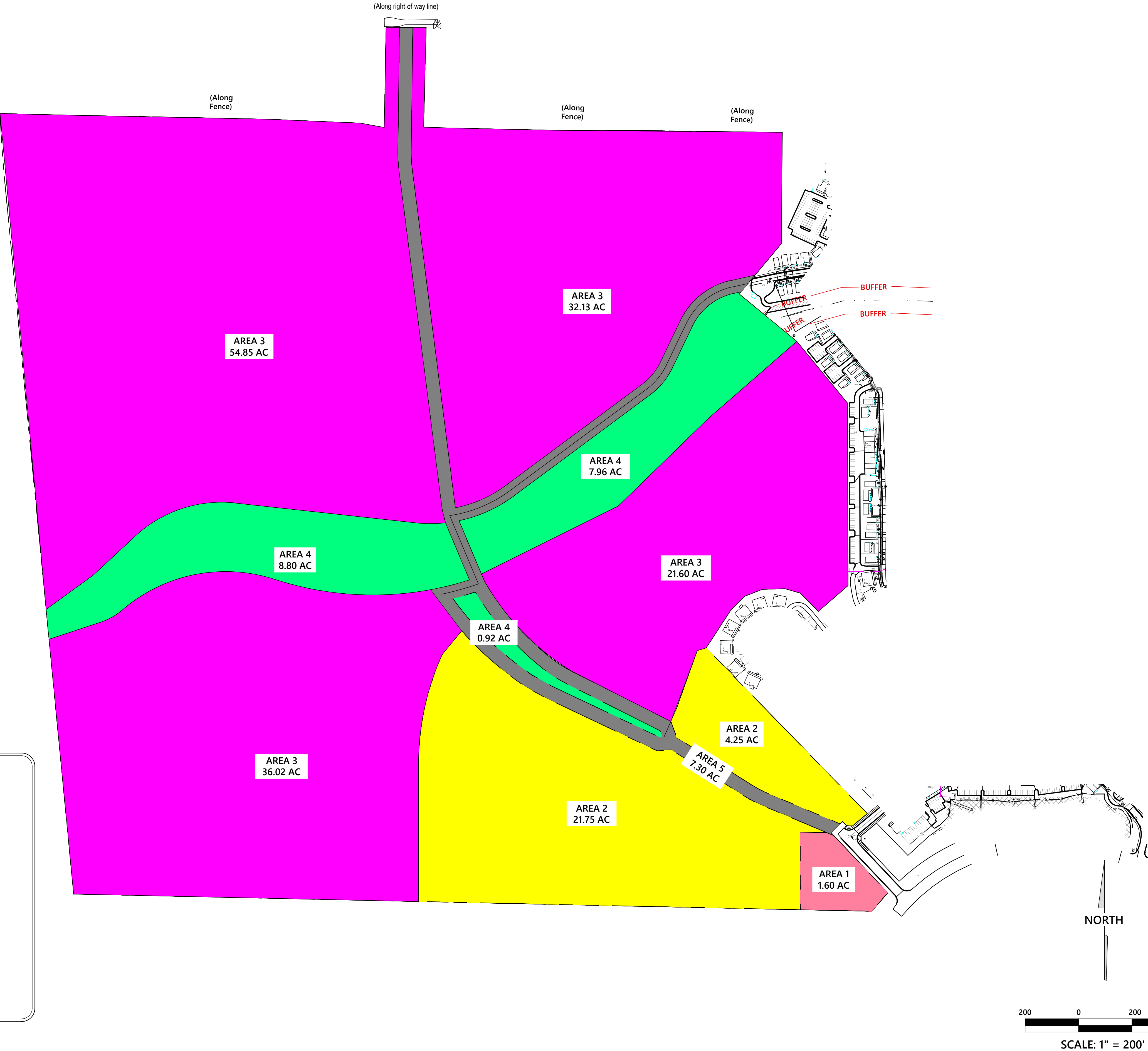
Tracts 4 & 8 – C-E=Country Estate; minimum lot size of 1-acre

Tracts 5 & 7 – R-E=Residential Estate: minimum lot area of 15,000 square feet

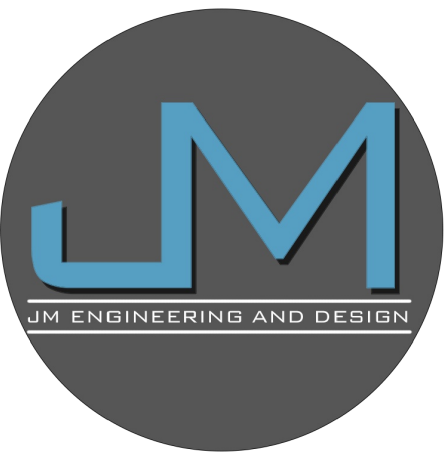
R-A=Single-Family: minimum lot area of 9,500 square feet

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.

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These improvements align directly with the City of Oxford’s Comprehensive Plan and reflect the City’s long-term goals of sustainable growth, connectivity, and quality placemaking. The updated PUD provides a clear, adaptable framework that supports the

evolving needs of the Oxford community while enhancing the character and cohesion of the surrounding neighborhood.

Designated Areas:

- **Area 1 (1.60 acres)** – TNB (Traditional Neighborhood Business)
 - **Area 2 (26.00 acres)** – SMR (Suburban Multi-Family Residential)
 - **Area 3 (141.29 acres)** – NR (Neighborhood Residential)
 - **Area 4 (17.68 acres)** – Green Space / Stormwater Detention with a walking trail
 - **Area 5 (7.30 acres)** – Access Road Right-of-Way
-

II. Master Plan General Guidelines

- A. Unified mixed-use Community PUD per Land Development Code.
 - B. Common open spaces will include pedestrian systems to encourage usage.
 - C. Development will complement surrounding land uses and encourage high-quality adjacent development.
-

III. Uses Permitted

- **Area 1:** Commercial, professional offices, and mixed-use residential (TNB zoning).
 - **Area 2:** Multi-family housing (SMF zoning).
 - **Area 3:** Residential, including detached/attached dwellings; excludes high-density multi-family (NR zoning).
 - **Area 4:** Recreational, stormwater detention, bike paths, walking trails (Open Space designation).
 - **Area 5:** Public infrastructure/utilities as governed by the City of Oxford.
-

IV. Bulk Requirements

A. Maximum Gross Densities:

Area	Acreage	FAR	Max Density
1 (TNB)	1.60	2.5	39 Bedrooms/Acre
2 (SMF)	26.00	None	52 Bedrooms/Acre
3 (NR)	141.29	None	9 Dwelling Units/Acre
4 (Open Space)	17.68	None	N/A
5 (ROW)	7.30	None	N/A

B. Minimum Lot Sizes:

- Area 1: None
- Area 2: SFD – 5,000 SF; SFA – 7,500 SF
- Area 3: SFD – 5,000 SF; SFA – 10,000 SF; Triplex – 12,000 SF; Quadplex – 15,000 SF
- Area 4: 1.44 acres
- Area 5: None

C. Maximum Heights:

- Area 1 (TNB): 40', max 3 stories
- Area 2 (SMF): 40', max 3 stories
- Area 3 (NR): 38', max 2 stories
- Area 4: 25'
- Area 5: None

D. Building Setbacks:

<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.

<i>Area</i>	<i>Acreage</i>	<i>Required Open Space</i>	<i>Provided Open Space</i>
<i>1</i>	1.60	6,970 SF (10%)	-
<i>2</i>	26.00	169,884 SF (15%)	-
<i>3</i>	141.29	2,461,871 SF (40%)	-
<i>4</i>	17.68	100%	770,141 SF
<i>5</i>	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"



THE CITY OF
OXFORD

MEMORANDUM

To: Board of Aldermen
From: Mark Levy
CC: Hollis Green, Seth Gaines, Mike Young
Date: September 2, 2025
Re: Consider recommendation of the Avent Park Selection Committee to accept the Planet Recess proposal and begin negotiations on a contract.

The City received seven (7) proposals from highly qualified firms in response to the Request for Proposals (RFP) for new playground equipment for ages 5–12 at Avent Park.

On Tuesday, August 26, 2025, the Avent Park Playground Selection Committee (the “Committee”) convened to thoroughly review and evaluate each proposal. Proposals were scored in accordance with the criteria set forth in the RFP:

- Design Approach/Materials 20 points
- Technical Factors 20 points
- Management Factors 10 points
- Price Factors – 40 points

Following review and scoring, the Committee ranked the proposals from highest to lowest. The top three firms were:

1. **Planet Recess – 86 points**
2. **Struthers – 85 points**
3. **Great Southern Recreation – 80 points**

These three firms were invited to provide in-person presentations on Friday, August 29, 2025. Each firm was allotted 30 minutes to present their proposal and respond to Committee questions.

Upon completion of the presentations, the Committee recommends to move forward with **Planet Recess** (7-1 vote), and begin contract negotiations. The negotiated contract will be brought before the Board of Aldermen for consideration at a future board meeting.

Enclosure (2)

Planet Recess Renderings

Avent Park Selection Committee Scoresheets

		Scorer # 1	Scorer # 2	Scorer # 3	Scorer # 4	Scorer # 5	Scorer # 6	Scorer # 7	Scorer #8
Great Southern Recreation	Design Approach and Materials 0 - 30	20	24	26	20	28	24	20	28
	Technical Factors 0 - 20	15	16	15	17	16	17	16	18
	Management Factors 0 - 10	7	7	8	8	9	8	6	9
	Price Factors 0 - 40	30	30	35	36	38	25	27	37
Point Total		72	77	84	81	91	74	69	92

		Scorer # 1	Scorer # 2	Scorer # 3	Scorer # 4	Scorer # 5	Scorer # 6	Scorer # 7	Scorer #8
Willco	Design Approach and Materials 0 - 30	20	25	26	19	18	20	30	23
	Technical Factors 0 - 20	15	15	15	13	16	16	16	14
	Management Factors 0 - 10	10	7	7	8	7	8	9	4
	Price Factors 0 - 40	30	30	35	28	38	20	36	30

Point Total		75	77	83	68	79	64	91	71
		Scorer # 1	Scorer # 2	Scorer # 3	Scorer # 4	Scorer # 5	Scorer # 6	Scorer # 7	Scorer #8
Planet Recess	Design Approach and Materials 0 - 30	25	25	30	27	26	26	25	28
	Technical Factors 0 - 20	18	15	15	17	18	16	20	18
	Management Factors 0 - 10	10	7	7	9	9	8	10	6
	Price Factors 0 - 40	35	28	35	36	38	25	40	37
Point Total		88	75	87	89	91	75	95	89

		Scorer # 1	Scorer # 2	Scorer # 3	Scorer # 4	Scorer # 5	Scorer # 6	Scorer # 7	Scorer #8
Innovative Recreation	Design Approach and Materials 0 - 30	22	15	20	25	20	20	20	20
	Technical Factors 0 - 20	17	12	13	12	16	15	13	14
	Management Factors 0 - 10	8	4	5	7	5	8	7	4
	Price Factors 0 - 40	30	28	35	28	38	26	27	32

Point Total		77	59	73	72	79	69	67	70
		Scorer # 1	Scorer # 2	Scorer # 3	Scorer # 4	Scorer # 5	Scorer # 6	Scorer # 7	Scorer #8
Bliss Recreation	Design Approach and Materials 0 - 30	15	10	20	20	26	25	26	26
	Technical Factors 0 - 20	12	13	13	13	18	16	15	14
	Management Factors 0 - 10	7	8	5	6	8	8	8	1
	Price Factors 0 - 40	20	28	35	28	40	26	35	35
Point Total		54	59	73	67	92	75	84	76

		Scorer # 1	Scorer # 2	Scorer # 3	Scorer # 4	Scorer # 5	Scorer # 6	Scorer # 7	Scorer #8
Landscape Structures	Design Approach and Materials 0 - 30	20	15	20	20	18	16	25	23
	Technical Factors 0 - 20	10	12	15	17	14	13	20	14
	Management Factors 0 - 10	7	4	5	7	6	8	8	4
	Price Factors 0 - 40	20	28	35	28	38	17	28	32

0 - 40									
Point Total		57	59	75	72	76	54	81	73
		Scorer # 1	Scorer # 2	Scorer # 3	Scorer # 4	Scorer # 5	Scorer # 6	Scorer # 7	Scorer #8
Struthers Recreation	Design Approach and Materials 0 - 30	25	25	30	25	20	25	30	26
	Technical Factors 0 - 20	18	17	15	16	18	17	20	16
	Management Factors 0 - 10	10	8	7	7	8	8	10	7
	Price Factors 0 - 40	35	36	35	26	38	27	40	36
Point Total		88	86	87	74	84	77	100	85

	Scorer # 1	Scorer # 2	Scorer # 3	Scorer # 4	Scorer # 5	Scorer # 6	Scorer # 7	Scorer #8
***Great Southern Rec	72	77	84	81	91	74	69	92
					Total Score	640		
Willco	75	77	83	68	79	64	91	71
					Total Score	608		
***Planet Recess	88	75	87	89	91	75	95	89
					Total Score	689		
Innovative Recreation	77	59	73	72	79	69	67	70
					Total Score	566		
Bliss Recreation	54	59	73	67	92	75	84	76
					Total Score	580		
Landscape	57	59	75	72	76	54	81	73

Structures					Total Score	547		
***Struthers Recreation	88	86	87	74	84	77	100	85
					Total Score	681		
	Scorer # 1	Scorer # 2	Scorer # 3	Scorer # 4	Scorer # 5	Scorer # 6	Scorer # 7	Scorer #8
	Struthers Recreation - 88	Struthers Recreation - 86	Struthers Recreation - 87	Planet Recess - 89	Bliss Recreation - 92	Struthers Recreation - 77	Struthers Recreation - 100	Great Southern Rec - 92
	Planet Recess - 88	Great Southern Rec - 77	Planet Recess - 87	Great Southern Rec - 81	Planet Recess - 91	Planet Recess - 75	Planet Recess - 95	Planet Recess - 89
	Innovative Recreation - 77	Willco - 77	Great Southern Rec - 84	Struthers Recreation - 74	Great Southern Rec - 91	Bliss Recreation - 75	Willco - 93	Struthers Recreation - 85
	Willco - 75	Planet Recess - 75	Willco - 83	Innovative Recreation - 72	Struthers Recreation - 84	Great Southern Rec - 74	Bliss Recreation - 84	Bliss Recreation - 76
	Great Southern Rec - 72	Bliss Recreation - 59	Landscape Structures - 75	Landscape Structures - 72	Innovative Recreation - 79	Innovative Recreation - 69	Landscape Structures - 81	Landscape Structures - 73
	Landscape Structures - 57	Innovative Recreation - 59	Bliss Recreation - 73	Willco - 68	Willco - 79	Willco - 64	Great Southern Rec - 69	Willco - 71
	Bliss Recreation - 54	Landscape Structures - 59	Innovative Recreation - 73	Bliss Recreation - 67	Landscape Structures - 76	Landscape Structures - 54	Innovative Recreation - 67	Innovative Recreation - 70

Great Southern Recreation, Planet Recess and Struthers Recreation are all being invited back to present to the Selection Committee on Friday August 29th.

10am - Meeting begins
 10:05am - Great Southern Rec
 10:45am - Planet Recess
 11:25am - Struthers Recreation
 11:55am - End of all Presentations
 12n - Discussions begin to Make final recommendation

They will be invited to present to the Selection Committee and their times to present will be determined by alphabetical order.



THE CITY OF
OXFORD

MEMORANDUM

To: Board of Aldermen
From: Mark Levy
CC: Hollis Green, Clay Brownlee, Kinney Ferris
Date: September 2, 2025
Re: Consider bids for the Temporary Ice Skating Rink for Holly Jolly Holiday.

On August 28, 2025, at 11:00 a.m., the City of Oxford opened bids for the Temporary Ice Skating Rink for Holly Jolly Holiday project. Three qualified firms submitted responsive proposals:

- Realice
- Premier Rink Solutions, LLC
- Industrial Frigo USA Inc

After review, the apparent low bidder was Industrial Frigo USA with a total bid of \$69,500.00.

City staff has reviewed the bid submissions for compliance with the specifications and requirements outlined in the request. Based on this review, staff recommends awarding the contract to Industrial Frigo USA as the lowest responsible bidder.

Requested Action:

Approval of staff's recommendation to award the bid and authorize execution of a contract with Industrial Frigo USA Inc in the amount of \$69,500.00 for the Temporary Ice Skating Rink for Holly Jolly Holiday.

Enclosure (2)

Temporary Ice Skating Rink Bid Tabulation
Temporary Ice Skating Rink Bid Submissions

Bid Tabulation

Temporary Ice Skating Rink for Holly Jolly Holiday

8/28/2025

11:00 AM



	Contractor	Certificate of Responsibility	Bid Bond or 5% Certified Check	Acknowledge Addendum	Bid Price
1	Realice-Ice Rink Technologies	NA	Westfield Insurance Company	Yes	\$97,000.00
2	Premier Rink Solutions, LLC	NA	Philadelphia Indemnity Insurance Company	Yes	\$92,500.00
3	Industrial Frigo USA Ince	NA	Certified Check	Yes	\$69,500.00
4					
5					
6					
7					
8					
9					

I certify that this is a correct tabulation of all bids received for this project on the above date.

Mark Levy

8/28/2025

Date



REALICE ICE RINK TECHNOLOGIES INC
1800 Pembroke Drive, Suite 300
Orlando, FL 32810
(407) 840-9089

Dear Nadia

I'm excited to present my final proposal for your 40x80 sq ft Ice Rink rental package for Holly Jolly Holiday. As the Official Rink Provider for the 2026 Winter Olympic & Paralympic Games, REALICE offers you that same industry-leading Olympic technology and unmatched expertise in portable ice rink solutions.

Realice – Ice Rink Technologies
Dan Gay

Our Promise To You:

- Attractive pricing
- Fast installation time and dismantling
- Very fast icing with excellent ice quality
- Proven quality
- Extremely low energy consumption
- Environment friendly – we are certified according ISO 14001
- Perfect ice even with bad weather conditions – GUARANTEED!
- Assistance 24 hours/7 days

Quality, respect for the environment and safety, together with constant improvement, are among our main company objectives.

Our company is certificated.



ISO 9001:2015
ISO 14001:2015
ISO 45001:2018

No. 08257/0
No. 01571/0
No. 00740/0

PROPOSAL FORM

To: City of Oxford
107 Courthouse Square
Oxford, Mississippi 38655

Re: Project # 2024-0021
 Project Title Temporary Ice Skating Rink for Holly Jolly Holiday
 Location 328 Old Sardis Road, Oxford, MS 38655

I propose to complete all work in accordance with the Bid Specifications and Drawings by November 22nd, 2025 for the sum of:

BASE BID: (Write in the amount of the base bid in words and numbers. In case of conflict, the written word governs.)

Words: Ninety-seven Thousand Dollars and ^{no}/100 Dollars
Figures: (\$ 99,000.00)

ALTERNATES: (Write in the amount of all of the alternates in words and numbers. In case of conflict, the written word governs.)

Alternate #1 ☐ Adds ☐ Deducts N/A
 Words: _____ Dollars
 (\$ _____)
 Description: _____

Alternate #2 ☐ Adds ☐ Deducts
Words: _____ Dollars
(\$ _____)
Description: _____

Alternate #3 ☐ Adds ☐ Deducts
 Words: _____ Dollars
 (\$ _____)
 Description: _____

Alternate #4 ☐ Adds ☐ Deducts
Words: _____ Dollars
(\$ _____)
Description: _____

Alternate #5 ☐ Adds ☐ Deducts
 Words: _____ Dollars
 (\$ _____)
 Description: _____

ADDENDA ACKNOWLEDGMENT:

No. 1 No. _____ No. _____
No. _____ No. _____ No. _____

ACCEPTANCE: 

July 30, 2025

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature [Signature] Date 8/25/25
Name and Title Michael Flator - Project Manager & Authorized Signatory
Name of Business Realice - Ice Rink Technologies, INC
Address 1800 Pembroke Drive (mailing)
Address Suite 300 (physical)
City/State/Zip Code Orlando, FL 32810 County Orange
Phone 407 840 9089 Fax _____ Email Mike.Flator@realice.info

■ BIDDER'S CERTIFICATE OF RESPONSIBILITY NUMBER: N/A

■ **Mechanical / Plumbing / Electrical Contractors:**

Regarding said Divisions of the Specifications of the Owner's Standard Form of Agreement Between The Owner and The Contractor:

List any Mechanical/Plumbing and/or Electrical Sub-Contractors that will perform work of this contract, regardless of cost even for under \$50,000.00. COR must be included where sub-contract exceeds \$50,000.00. If no sub-contractor is listed, and such work is within scope of contract and over \$50,000.00, bidder's own COR classification(s) must be sufficient to self-perform any such work. If no sub-contractor is listed, then use of sub-contractor to perform such scope will not be permitted.

Mechanical Contractor: _____	Certificate of Responsibility No. _____
Plumbing Contractor: _____	Certificate of Responsibility No. _____
Electrical Contractor: _____	Certificate of Responsibility No. _____



Document A310™ – 2010

Bid Bond

CONTRACTOR:

Realice-Ice Rink Technologies, Inc
1800 Pembroke Drive Suite 300
Orlando FL 32810

SURETY:

Westfield Insurance Company
One Park Circle
Westfield Center, OH 44251

OWNER:

City of Oxford Temporary Ice Skating Rink for Holiday Jolly Holiday
107 Courthouse Square
Oxford, MS 38655

BOND AMOUNT: \$ Five Percent (5%) of the Bond Amount

PROJECT:

Temporary Ice Skating Rink – Holly Jolly Holiday.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of August, 2025.

(Witness)

(Witness)

Realice-Ice Rink Technologies, Inc

(Contractor as Principal)

(Seal)

Michael Flaw - Project Manager's Signature

(Title) Member

Westfield Insurance Company

(Surety)

(Seal)

(Title) Attorney-in-Fact



POWER NO. 2400012 01
General Power of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **MATTHEW BOCKLAGE, JAMIE BRIGGS, BRAD BULLERDIECK, SEDA GULER, BRIAN D. RUSSELL, JR., BERNARDO C. SCORZA GASPAS, ROBERT J. WOLF, BLAKE OLIVER, MARK KARR, JOSHUA KAYSER, ZACK LENZ, JOINTLY OR SEVERALLY**, of COLUMBIA and State of MO their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their names, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit -----

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY.

BE IT RESOLVED, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."

"BE IT FURTHER RESOLVED, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this **27th** day of **July**, A.D., **2022**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper,**

National Surety Leader and Senior Executive

State of Ohio
County of Medina

ss.:

On this **27th** day of **July**, A.D., **2022**, before me personally came **Gary W. Stumper**, to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Board of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



By:

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina

ss.:

CERTIFICATE

I, **Frank Carrino**, Secretary of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this **25th** day of **August**, A.D., **2025**

BPOAC
(03-22)



By:

Frank Carrino, Secretary



Date: 8/25/2025

To: City of Oxford
107 Courthouse Square
Oxford, Mississippi 38655

Re: Non-Resident Bidder Statement – Temporary Ice Skating Rink for Holly Jolly Holiday

Dear Selection Committee,

REALICE – Ice Rink Technologies Inc., incorporated in the State of Delaware and operating from Florida, respectfully submits this statement in accordance with Mississippi Code §31-3-21(3) regarding non-resident bidders.

Delaware: The State of Delaware does not have a resident contractor preference law applicable to public works projects.

Florida: Statute §255.099 establishes a resident contractor preference requirement for **state-funded public construction projects**. This statute requires contractors to give preference in employment to Florida residents when qualifications are substantially equal. Although this law applies specifically to Florida public construction contracts and does not apply to this project, we acknowledge that Florida does maintain such a statutory resident preference.

Accordingly, REALICE is submitting this bid as a non-resident bidder in compliance with Mississippi law.

Mike Flatow
Project Manager
REALICE – Ice Rink Technologies Inc.
(407) 310-9830
mike.flatow@realice.info



THE CITY OF
OXFORD

MEMORANDUM

DATE: August 22, 2025

TO: Plan Holders

FROM: Mark R. Levy, PLA, ASLA

RE: Temporary Ice Skating Rink for Holly Jolly Holiday
107 Courthouse Square
Oxford, MS 38655

ADDENDUM #1
August 22, 2025

COMMENTS:

Please find attached Addendum No. 1 to be included with all Plans and Specifications. Should you have any questions, please contact my office.

ADDENDUM NO. 1

FROM: Mark R. Levy, PLA, ASLA
City of Oxford
107 Courthouse Square
Oxford, MS 38655

For answers to questions please email mlevy@oxfordms.net
or phone: 662-832-0029

PROJECT: Temporary Ice Skating Rink for Holly Jolly Holiday
107 Courthouse Square
Oxford, MS 38655

ADDENDUM DATE: August 22, 2025

PLEASE BIND THIS ADDENDUM WITH YOUR SPECIFICATIONS

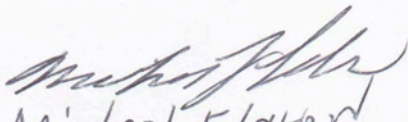
THIS ADDENDUM INCLUDES (6) 8.5" x 11" PAGES

AND (3) 24" x 36" PAGES

CHANGES TO SPECIFICATIONS

All references to "Certificate of Responsibility" or "Contractor" may be waived. Because this is not a construction project, a Contractor's license is not required. Specific reference are in Section 1.02 and 1.03 in Part 1 General-Instruction to Bidders (Page 3), and on the bid form (Page 10)

Please note, Bid Bond/Certified Check and Performance Bond **are** required by law. Please refer to "Performance Bond" section on Page 14 for explanation.


Michael Flaherty
Project Manager
8/25/23

RENTAL OFFER FOR A MOBILE ICE SKATING RINK

Size:	40 x 80 sq ft
Ice Skating area:	3200 sq ft
Period of the rental:	6 Weeks
Price:	\$97,000.00 Everything Included

LEITice®

This system brings your ice rink system to a new era. Compared to "old fashion" systems, this LEITice® +PLUS system allows you to bring your ice rink to a new level. You have many advantages like:

- ✓ 30 % cost optimisation
- ✓ 40 % installation time
- ✓ +100 % flow optimisation

New system, including:

Special collectors with PE piping system.

- LEITice® +PLUS will be connected to the collectors in the left and right side with the **ice(y)connect system**.
- Special EPDM piping with special **WHITE extrusion** for a perfect ice quality without any need of an additional mesh or painting.
- Fast connection system.
- Pressure measurement connectors at beginning and end of system.



Ice(y)connect

A mat connection system designed to make **assembly, dismantling** and **storage** quick and practical.

THE SYSTEM IS:

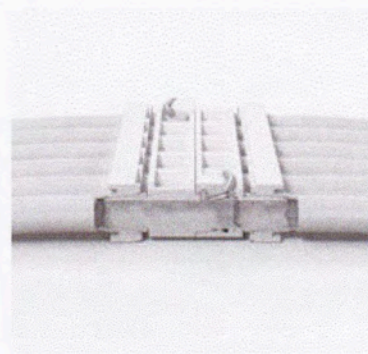
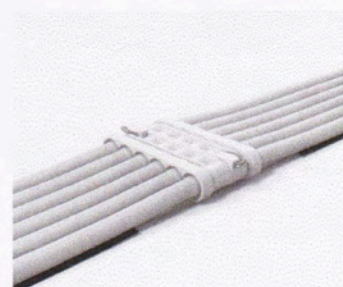
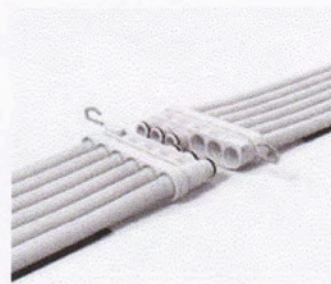
- SIMPLE:** To be installed also on **existing** systems
No special tools are required for connecting and disconnecting
- SAFE:** The system has been successfully **tested** and currently in use on working projects
Guarantee 100% no leakage
- FAST:** Less effort to roll up the pipes
The pipes can be easily unrolled and then connected to the collectors

MAIN ADVANTAGES with Ice(y)connect for a LEITice Plus ice rink:

- ✓ REDUCED installation times
- ✓ workforce SAVINGS
- ✓ easy installation and dismantling also WITH installed dasher board
- ✓ possibility to MODULATE the length of the ice rink
- ✓ SAVING of storage space.
- ✓ possibility to LEAVE the collectors installed and storage only the EPDM pipes
- ✓ ...

Quantity

Price **Included**



Dasher Boards White, Wood or Clear

Our Dasher board options are manufactured in house with the highest quality and craftsmanship guaranteed. The wooden dasher boards consist of pressure impregnated spruce boards horizontally (145 mm x 25 mm) and are therefore durable. These are specially designed to avoid injuries to the hands. Our White Poly and Clear Dasher boards adhere to the same strict manufacturing guidelines.



Quantity	TBD
Price	
Total	Included

Chiller

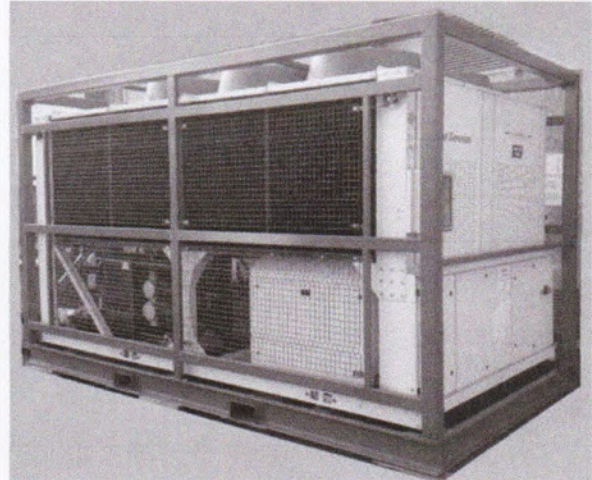
description:

The latest generation of chillers with adequate power for the size of the rink

Heat pump to ensure rapid de-ice at the end of the event and programming of the dismantling date

Buffer tank with associated flow and pressure control valves

Connections and related piping

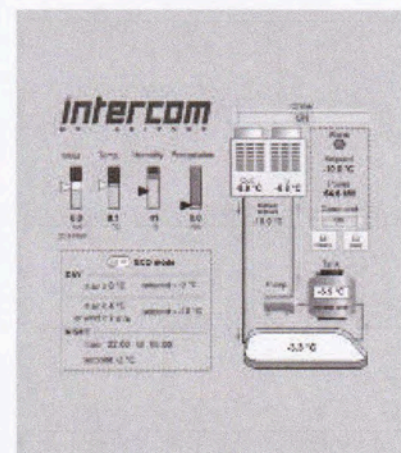


ICEMASTER® Optional

The digital revolution in the ice rink.

Specific system for skating rinks with sensors and equipment dedicated to continual control to optimise ice consumption and quality. Easy access from internet on normal web-browser

- Save energy ca. 20-30%
- On-line monitoring in real time
- Alarm messaging via e-mail
- Early diagnostic of malfunction
(Chiller failure, glycol leakage etc.)
- Reduce CO₂ pollution
- Full history of all parameters: charts and tables
- Remote control of the chiller
- ECO-function



Quantity **N/A Not Included**

Price

Total

Skates

Comfortable rental skates, specially made for our customers by ROCES. The shoe has a special comfortable, quick-drying inner shoe and anti-bacterial lining.

Sturdy fastenings

Adjustable sizes from number 25 (higher productivity)

Special blade made of hardened steel. Less wear - higher productivity

Striking colours



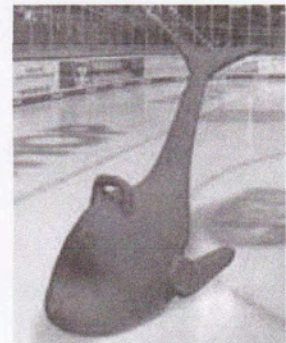
Quantity **225**

Price

Total **included**

Willy, penguins, other animals

For more safety for less experienced skaters. Sturdy plastic ice skating devices that can be stacked on top of each other. Grasp the handle at the rear and sit at the front. Skating aids represent considerable added value and additional earnings for the operator. Discover the various concepts.



Quantity **10**

Price

Total **included**

Extension

Including accessories

Quantity **weekly**

Price **TBD**

Total **TBD**

EXTRA ACCESSORIES

Professional Ice Resurfacer Negotiable Not Included

When calculating our price, we considered the following assumptions:

- At least 4 local helpers one day for installation and one day for dismantling of the equipment (provided by the customer).
- Foil in special PVC, which is used as underlay and insulation (included in the price and delivered by Realice).
- Easy access to site for truck.
- A forklift for loading and unloading (at expense of the customer).
- Insurance of the ice rink (at expense of the customer).
- Any permits and/or authorization (at expense of the customer).
- Glycol (included in the price and delivered by Realice).
- Level and suitable surface for the rink (if necessary at expense of the customer).
- Storage place for the rest material.
- Sound and lighting (at expense of the customer).
- Changing area (at expense of the customer).
- transport included

Terms of payment

40% at Order

50% Prior to Delivery

10% at Completion of Installation

We hope this quote has given you a clear understanding of our unique skating rink. For more information, please visit our website. If you have any other questions or need further assistance, feel free to call or email me directly at any time.

Best,

Dan

Dan.Gay@realice.info

Mobile 407 840 9089

Realice – Ice Rink Technologies has the right, in the event of non-payment before the start of the ice rink, not to grant the rink to the customer. If the condition continues, dismantling the ice rink does not relieve the customer being of his obligations. Any delay due to lengthy payments is the customer's risk. In the event of cancellation of the order, the company that rents will charge 70% of the amount of the order.



AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Premier Rink Solutions LLC
3288 Adams Ave #16450,
San Diego, CA 92176

SURETY:

(Name, legal status and principal place of business)

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100,
Bala Cynwyd, PA 19004-0950

OWNER:

(Name, legal status and address)

City of Oxford
107 Courthouse Square,
Oxford, MS 38655

BOND AMOUNT: Five Percent (5%) of Total Amount Bid

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

Temporary Ice Skating Rink for Holly Jolly Holiday 2025 RFP
328 Old Sardis Road,
Oxford, MS 38655

Project Number, if any: 2025-0021

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of August, 2025

(Witness)

(Witness) Crosby Guercio

Premier Rink Solutions LLC

(Principal)

(Seal)

(Title)

Philadelphia Indemnity Insurance Company

(Surety)

(Seal)

(Title) Sean J. McCauley, Jr.

Attorney in Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Sean J. McCauley, Jr., Sam C. Duckett, Bridget Truxillo, Ashlyn Simchik, Jarrod Yost or Sarah Timmons of McCauley Bonding Agency LLC, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)



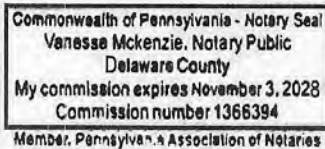
John Glomb

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 25th day of August, 2025.



Ed Sayago

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY





THE CITY OF
OXFORD

INVITATION TO BID

Temporary Ice Skating Rink for Holly Jolly Holiday

**107 Courthouse Square
Oxford, Mississippi**

Mayor

Robyn Tannehill

Board of Alderman

Erin Smith, Ward I

Mark Huelse, Ward II

Brian Hyneman, Ward III

Kesha Howell-Atkinson, Ward IV

Preston Taylor, Ward V

Jason Bailey, Pro-Tem, Ward VI

Mary Margaret Crowe, Alderman At-Large

107 Courthouse Square
Oxford, Mississippi 38655

July 2025

July 30, 2025

NOTICE TO BIDDERS

The Mayor and Board of Aldermen of the City of Oxford, Mississippi, will receive sealed bids for the following project:

Temporary Ice Skating Rink for Holly Jolly Holiday

The CITY OF OXFORD is seeking bids from qualified companies to provide, install, and maintain a 40' x 80' ice skating rink from November 22nd 2025 until January 4th 2026 at mTrade Park in Oxford, Mississippi. The technical specifications are available to view free of charge at oxfordmsbids.com. Bidders are encouraged to download and review documents prior to submission. A non-voluntary pre-bid meeting will be held at the mTrade Park (the site) outdoor pavilion (328 Highway 314, Oxford, MS) on at 11:00 am on August 19th.

Bids may be submitted via hand-delivery, US Mail, or electronic submission. All bids are due on or before **Thursday, August 28nd at 11:00 am** at which time qualified bids will be publicly opened. Bids must be accompanied by a bid bond or certified check not less than 5% of the total bid.

Submit sealed hard copies via hand-delivery or mail to:

City of Oxford
Temporary Ice Skating Rink for Holiday Jolly Holiday
107 Courthouse Square
Oxford, MS 38655

Electronic submission may be uploaded to:

www.oxfordmsbids.com

For questions regarding website registration and online orders, please contact Plan House Printing at (662) 407-0193.

For questions regarding the technical specifications, please contact Mark Levy at (662) 236-1206 or mlevy@oxfordms.net

The project will be awarded based on the best-qualified bid and is subject to the approval by the Mayor and Board of Aldermen. The Board of Aldermen reserves the right to reject any and all bids and to waive any and all informalities.

Publish:

Wednesday, July 30, 2025
Wednesday, August 6, 2025

July 30, 2025

INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

- 1.01 **QUESTIONS:** Questions should be directed to the Professional. Should a Bidder find discrepancies in, or omissions from, the procurement documents, or be in doubt as to their meaning, the Bidder should immediately notify the Professional. The Professional will send written instruction(s) or interpretation(s) to all known holders of the documents. Neither the Owner, nor the Professional, will be responsible for any oral instruction or interpretation.
- 1.02 **BIDDER'S QUALIFICATIONS:**
- A. **Certificate of Responsibility:** The Mississippi State Board of Contractors is responsible for issuing Certificates of Responsibility to Contractors. To be awarded a Contract for public work, Sections 31-3-15 and 31-3-21 of the **Mississippi Code of 1972, Annotated** requires a Contractor to have a current Certificate of Responsibility at bid time and during the entire length of the job. The Certificate of Responsibility number issued becomes a significant item in all public bidding.
 - B. **Bid Under \$50,000:** If a Bidder submits a bid not exceeding \$50,000, no Certificate of Responsibility number is required; however, a notation stating the *bid does not exceed \$50,000* shall appear on the face of the envelope, or a Certificate of Responsibility number.
 - C. **Bid Over \$50,000:** Each Bidder submitting a bid in excess of \$50,000 shall show its Certificate of Responsibility number on the bid and on the face of the envelope containing the bid.
 - D. **Joint Venture Bid:** When multiple Contractors submit a joint venture bid in excess of \$50,000, a *joint venture* Certificate of Responsibility number shall be shown on the bid and on the face of the envelope containing the bid. If the Multiple-Contractor joint venture has no *joint venture* Certificate of Responsibility number, each of the Contractors participating in the bid shall indicate their individual Certificate of Responsibility numbers on the bid and on the face of the envelope.
- 1.03 **NON-RESIDENT BIDDER:** When a non-resident Bidder (a Contractor whose principal place of business is outside the State of Mississippi) submits a bid for a Mississippi public works project, one of the following is required and shall be submitted with the Proposal Form: (Code 31-3-21(3))
- A. **Copy of Law:** If the non-resident Bidder's state has a resident Bidder preference law, a copy of that CURRENT law shall be submitted with the Proposal Form.
 - B. **Statement:** If the state has no such law then a statement indicating *the State of (Name of State) has no resident Contractor preference law* shall be submitted with the Proposal Form.
- 1.04 **DISQUALIFICATION OF BIDDER:** A Bidder may be disqualified for any of the following reasons:
- A. Failure to comply with the bid requirements.
 - B. Bidder is in arrears on existing Contracts with the Owner or another state agency, university, community college, or junior college.
 - C. Bidder is involved in an ongoing dispute related to the Bidder's execution, workmanship, or timely performance of a previous Contract with the Owner or another state agency, university, community college, or junior college.
 - D. Bidder has defaulted on a previous Contract with the Owner of another state agency, university, community college, or junior college.
- 1.05 **CONDITIONS OF WORK:** Each Bidder must fully inform himself of all conditions relating to the construction of the Project and employment of labor thereon. Failure to do so will not relieve a successful Bidder of obligations to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Bidder must employ methods, or means, which will not cause interruption of, or interference with, the work of any other Bidder, or Contractor.
- 1.06 **EXAMINATION OF SITE:** All Bidders, including the general Contractor and Subcontractors, shall visit the building site, compare the Drawings and Project Manual with any work in place and be informed of all conditions. Failure to visit the site will in no way relieve the successful Bidder from furnishing any materials or performing any work required to complete work in accordance with Drawings and Project Manual without additional cost to the Owner.
- 1.07 **LAWS AND REGULATIONS:** The Bidder's attention is directed to the fact that all applicable Mississippi state laws, rules and regulations of all authorities having jurisdiction over construction of the Project apply to the Contract.
- 1.08 **OBLIGATION OF BIDDER:** At the bid opening, each Bidder will be presumed to have inspected the site, read and

July 30, 2025

become thoroughly familiar with the Drawings and the Project Manual, including all addenda.

- 1.09 **BID DOCUMENT DEPOSIT AND RETURN:** The deposit amount, if any, shall be established as the estimated actual cost of copying and reproduction plus shipping via USPS standard Ground Transportation, is shall be indicated in the Advertisement for Bids. Bidders may request shipping via express carrier or expedited delivery at their own additional cost. Upon returning the documents to the Professional within ten (10) working days of the bid date and in good condition, all document holders will be refunded the full deposit amount. Further, any document holder who is awarded the contract, related subcontracts and/or vendor agreements may elect to retain their documents and request refund of the full deposit amount upon execution of the construction contract and approval of general contractor, however; such documents shall be counted toward the total number of copies furnished free of charge to the general contractor. No partial sets of documents will be issued. Selected trade organizations, plan rooms and web-based distribution networks will be issued one (1) set of documents without charge.

PART 2 - PROPOSAL FORM

- 2.01 **METHOD OF BIDDING:** Lump sum, single bids received on a general contract will include general, mechanical and electrical construction and all work shown on Drawings or specified in the Project Manual.
- 2.02 **PROPOSAL FORMS:** The Bidder shall make all proposals on forms provided and shall fill all applicable blank spaces without interlineations or alteration and must not contain recapitulation of the work to be done. No oral or telegraphic proposals will be considered.
- 2.03 **TIME OF COMPLETION:** The Bidder shall agree to commence work on, or before, a date specified in a written *Notice to Proceed* and fully complete the Project within the calendar days indicated on the Proposal Form.
- 2.04 **BASE BID AND ALTERNATES:**
A. On the Proposal Form, the Bidder shall write out the Base Bid amount in words and include the numerical amount. The written word shall govern.
B. The Proposal Form shall contain a brief description of each alternate modifying the scope. The Bidder shall write out the amount in words and include the numerical amount for each alternate. The written word shall govern.
- 2.05 **SUBSTITUTIONS:** No substitutions, qualifications or redefining of the Specification requirements are allowed to be marked on the Proposal Form, unless specifically required by the Bid Documents.
- 2.06 **ADDENDA:** Any addenda to the Drawings or Project Manual issued before or during the time of bidding shall be included in the proposal and become a part of the Contract. The Proposal Form will have ample space to indicate the receipt of addenda. When completing the Proposal Form, the Bidder shall list the Addendum number in spaces provided.
- 2.07 **BIDDER IDENTIFICATION:**
A. **Signature:** The Proposal Form shall be signed by any individual authorized to enter into a binding agreement for the Business making the bid proposal.
B. **Name of Business:** The name appearing on the Proposal Form should be the complete spelling of bidder's name exactly as recorded at the Secretary of State, which should also be the same as at the Mississippi State Board of Contractors.
C. **Legal Address:** The address appearing on the Proposal Form should be the same address as recorded at the Secretary of State, which should also be the same as at the Mississippi State Board of Contractors.
D. **Certificate of Responsibility Number(s):** The Certificate of Responsibility Number(s) appearing on the Proposal Form should be the same number appearing in the current Mississippi State Board of Contractors Roster.
- 2.08 **BID SECURITY:** The Bid Security shall be in the form of a Bid Bond, or a Certified Check:
A. **Bid Bond:** The Bidder may submit a Bid Bond by a Surety licensed in Mississippi in the amount of five percent (5%) of the base bid. The Bid Bond shall be duly executed by the Bidder, a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department OR signed by the Surety AND countersigned by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department (<https://www.mid.ms.gov> (or most up-to-date link) (No standard form is required for the Bid Bond.) Where bid is to be submitted electronically, a scanned copy of bid bond is acceptable.
B. **Certified Check:** The Bidder may submit a certified check made out to the *Owner* in the amount of five percent (5%) of the base bid. All checks received from Bidders will be returned upon request, unless a Bidder is one (1) of the three

July 30, 2025

(3) apparent low Bidders. The three (3) apparent low Bidder's checks will be held for forty-five (45) days, unless a Contract is awarded and executed in less time. Where bid is to be submitted electronically, certified check must be physically delivered to the address indicated on the Advertisement for Bids prior to the time and date stated.

- 2.09 **POWER OF ATTORNEY:** Each bid security must be accompanied by an appropriate Power of Attorney. No Power of Attorney is necessary with a certified check.

PART 3 - SUBMITTING THE PROPOSAL FORM

- 3.01 **SUBMITTAL:** A bid must be either submitted electronically via www.oxfordmsbids.com or physically delivered to the address indicated on the Advertisement for Bids prior to the time and date stated.

- A. **Physical Submittal:** If physically submitted, only one original of Bid Proposal shall be submitted which should be sealed in an opaque envelope marked, mailed or hand-delivered as shown below. If the Bid is mailed, the bid envelope shall be placed inside a second envelope to prevent inadvertent premature opening of the Proposal.

(In upper left hand corner)

Name of Firm (complete spelling of bidder's name and address – exact as recorded at the Secretary of State which should be the same as you applied for at the Mississippi State Board of Contractors)

(Bid shall be addressed and delivered to)

(In lower left hand corner)

Bid for Project # _____

Title _____

Using Agency _____

Under \$50,000.00 (add statement)

- B. **Electronic Submittal:** Bidders must be registered prior to submitting bids electronically. It is the responsibility of the Bidder to allow sufficient time to complete or confirm such registration before the date and time established to receive bids. Information on registration and bidding electronically may be found at www.oxfordmsbids.com. For further assistance e-mail Mark Levy at mlevy@oxfordms.net

- 3.02 **MODIFICATION TO BID:** A bidder may only modify the bid prior to the scheduled closing time indicated in the Advertisement for Bids in the following manner:

- A. **Physical Bid:** A modification may be written on the outside of the sealed envelope containing the bid.
B. **Electronic Bid:** Information and attachments may be modified and re-submitted.

- 3.03 **WITHDRAWAL OF BID:** Any bid may be withdrawn prior to the scheduled time for opening of bids. However, after the scheduled opening, bids may not be withdrawn until forty-five (45) calendar days after bid opening.

PART 4 - BID OPENING AND AWARD OF CONTRACT

- 4.01 **OPENING OF BIDS:** Bids will be publicly opened shortly after the time stated in the Advertisement for Bids. Bidder representatives are invited; however, attendance is not mandatory. Closure of agency preventing the opening of bids at the advertised date and time due to Force Majeure Event reasons will result in bids being received and publicly opened by the next business day that the agency shall be open and at the previously advertised time unless an Addendum is issued. Physical Bids without a Certificate of Responsibility on the outside of the envelope, or a statement indicating bid is under \$50,000.00, will not be opened. Electronic Bids where Certificate of Responsibility or statement indicating bid is under \$50,000.00 is not entered as response to required question will, not be considered.

- 4.02 **IRREGULARITIES:** The omission of any information requested on the Proposal Form may be considered as an informality, or irregularity, by the awarding public body when in their opinion the omitted information does not alter the

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amounts contained in the submitted bid proposal, or place other Bidders at a disadvantage.

- 4.03 **PROTEST:** Any protest must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening.
- 4.04 **ERRORS:** Any claim of error and request for release from bid must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening. The Bidder shall subsequently and promptly provide sufficient documentation with the written request clearly proving an error was made. Failure to provide such documentation adequate to prove an error may result in forfeiture of Bid Security to the Owner.
- 4.05 **AWARD OF CONTRACT:** The Owner reserves the right to reject any or all bids. A Contract will be awarded (subject to receipt of an executable contract) on the basis of the lowest, responsive, responsible base bid, or lowest combination of base bid and those alternates selected by the Owner generally in the order listed unless a different order is determined to be in the best interest of the Using Agency and/or Owner and which produces a total within available funds. Where such bidder fails to enter into a contract, the Owner reserves the right to award to the next lowest responsive, responsible bidder or resolicit the project.
- 4.06 **FAILURE TO ENTER INTO A CONTRACT:** The Bidder shall forfeit the Bid Security to the Owner as liquidated damages for any of the following reasons:
- A. Prior to award, failure, or refusal, to furnish the names, classifications and COR #s of Sub-Contractors over Fifty Thousand Dollars (\$50,000.00) as well as entities who are to furnish materials or equipment fabricated to a special design within three (3) working days after receipt of Notice of Intent to Award the Contract.
 - B. Prior to award, failure, or refusal, to furnish substitute acceptable Sub-Contractors or entities within five (5) working days of when the Owner or Prime Professional has made reasonable objection to those initially submitted.
 - C. Following Notice of Award (subject to executable contract), failure, or refusal, to execute and deliver the Form of Agreement Between the Owner and the Contractor, the Performance and Payment Bond, and the Certificate of Insurance within ten (10) working days after receipt of same from the Professional.
- 4.07 **SECURITY FOR FAITHFUL PERFORMANCE:** Simultaneously, with delivery of the executed Contract, the Contractor will furnish a Surety Bond, or Bonds, as security for faithful performance, the payment of all persons performing labor on the project, and furnishing materials in connection with this Contract. The Surety on such Bond, or Bonds, will be a duly authorized surety company satisfactory to the Owner and meeting all of the following requirements:
- A. Licensed at the time of award by the State of Mississippi's Commissioner of Insurance for the purpose of providing surety. <https://www.mid.ms.gov> (or most up-to-date link)
 - B. Listed at the time of award in the Department of the Treasury's **Federal Register** as a company holding certificates of authority as acceptable sureties on Federal Bonds, commonly referred to as the Treasury List.
 - C. All Bonds shall be executed on the form provided in the Project Manual under Section 00 6100 entitled *Contract Bond*.
 - D. The Contract Bond shall be duly executed by the Bidder, a Surety licensed in Mississippi signed by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department OR signed by the Surety AND countersigned by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department with the name and address typed (or lettered legibly), and Surety Seal (preferably embossed). <https://www.mid.ms.gov> (or most up-to-date link)
 - E. All Bonds must be accompanied by an appropriate Power of Attorney dated same as Contract Bond and sealed (preferably embossed).

PART 5 - BIDDER'S CHECKLIST

The following checklist is for the Bidder's assistance only. It is not inclusive and does not have to be included with the Proposal Form when submitting a bid proposal.

5.01 **PROPOSAL FORM:** (only one original proposal form to be submitted)

Base Bid

☒ Write in the amount of the base bid in words and numbers. In the case of a conflict, the written word shall govern.

Alternates

☐ Write in each alternates amount in words and numbers. In the case of a conflict, the written word shall govern.

Addenda

☒ Acknowledge the receipt of each addendum by writing in the number of the addendum.

Acceptance

☒ Proposal is signed by authorized person

☒ Name of Business - complete spelling of bidder's name and address - exact as recorded at the Secretary of State

which should be the same as you applied for at the Mississippi State Board of Contractors.

☒ Legal address of the business listed above (at SOS and Contractor's Board)

☐ Correct Certificate of Responsibility Number(s) as it appears in the current MS State Board of Contractors Roster

Certificate of Responsibility Number(s)

☐ Base Bid is under \$50,000 and no number is required AND the statement "bid does not exceed \$50,000" is on the outside of the sealed envelope or statement included with electronic bid

OR ☐ Base Bid is \$50,000 or more and number is required and is on the outside of the sealed envelope or included with electronic bid

☐ Joint Venture and *joint venture* number is required

OR ☐ Joint Venture participants' numbers are required

5.02 **BID SECURITY:**

☒ Included Bid Bond

OR ☐ Included Certified Check

5.03 **POWER OF ATTORNEY:**

☒ Included Power of Attorney

5.04 **NON-RESIDENT BIDDER:**

☐ Attached a Copy of Non-Resident Bidder's Preference Law

OR ☐ Attached a Statement

5.05 **SUB-CONTRACTORS NAME:**

☒ List any Mechanical, Plumbing, and/or Electrical Sub-Contractors regardless of cost.

* List name even for under \$50,000 (see 5.06 regarding COR)

* Fire Protection Sprinkler Contractors do not have to be listed

* If there is a separate HVAC/Plumbing Sub-Contractor, so notate as mentioned herein

* If Mechanical, Plumbing, and/or Electrical Sub-Contractor is performed by the General, be sure the General has a COR for said discipline

* If there is no Mechanical, Plumbing, and/or Electrical Sub-Contractor listed, then use of Sub-Contractor to perform such scope will not be permitted.

5.06 **SUB-CONTRACTORS' COR NUMBER**

☐ * List Certificate of Responsibility Number for any listed Sub-Contractor over \$50,000.00

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*** END OF SECTION ***

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PROPOSAL FORM

To: City of Oxford
107 Courthouse Square
Oxford, Mississippi 38655

Re: Project # 2024-0021
Project Title Temporary Ice Skating Rink for Holly Jolly Holiday
Location 328 Old Sardis Road, Oxford, MS 38655

I propose to complete all work in accordance with the Bid Specifications and Drawings by November 22nd, 2025 for the sum of:

BASE BID: (Write in the amount of the base bid in words and numbers. In case of conflict, the written word governs.)

Words: Ninety Two Thousand and Five Hundred Dollars
Figures: (\$ 92,500.00)

ALTERNATES: (Write in the amount of all of the alternates in words and numbers. In case of conflict, the written word governs.)

Alternate #1 ☐ Adds ☐ Deducts
Words: _____ Dollars
(\$ _____)
Description: _____

Alternate #2 ☐ Adds ☐ Deducts
Words: _____ Dollars
(\$ _____)
Description: _____

Alternate #3 ☐ Adds ☐ Deducts
Words: _____ Dollars
(\$ _____)
Description: _____

Alternate #4 ☐ Adds ☐ Deducts
Words: _____ Dollars
(\$ _____)
Description: _____

Alternate #5 ☐ Adds ☐ Deducts
Words: _____ Dollars
(\$ _____)
Description: _____

ADDENDA ACKNOWLEDGMENT:

No. 1 No. _____ No. _____
No. _____ No. _____ No. _____

ACCEPTANCE:

July 30, 2025

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature AM Date 08/26/2025
Name and Title Andy Muka, Secretary/Treasurer
Name of Business Premier Rink Solutions LLC
Address 3288 Adams Avenue #16450 (mailing)
Address _____ (physical)
City/State/Zip Code San Diego, CA 92176 County San Diego
Phone 619-327-9544 Fax _____ Email andy@premierrinks.com

■ **BIDDER'S CERTIFICATE OF RESPONSIBILITY NUMBER:** _____

■ **Mechanical / Plumbing / Electrical Contractors:**

Regarding said Divisions of the Specifications of the Owner's Standard Form of Agreement Between The Owner and The Contractor:

List any Mechanical/Plumbing and/or Electrical Sub-Contractors that will perform work of this contract, regardless of cost even for under \$50,000.00. COR must be included where sub-contract exceeds \$50,000.00. If no sub-contractor is listed, and such work is within scope of contract and over \$50,000.00, bidder's own COR classification(s) must be sufficient to self-perform any such work. If no sub-contractor is listed, then use of sub-contractor to perform such scope will not be permitted.

Mechanical Contractor: <u>Herc Rentals</u>	Certificate of Responsibility No. _____
Plumbing Contractor: _____	Certificate of Responsibility No. _____
Electrical Contractor: _____	Certificate of Responsibility No. _____

July 30, 2025

**STANDARD FORM OF AGREEMENT BETWEEN
THE OWNER AND THE CONTRACTOR**

This Agreement made the _____ day of _____, 20____ between the Owner,

City of Oxford
107 Courthouse Square
Oxford, Mississippi 38655

and between the Contractor:

Business Name _____
Address _____
City/State/Zip _____ Phone: _____ Fax: _____ Email: _____

The Contractor is a (check and complete one of the following):

_____ ☐ CORPORATION or ☐ LLC solely organized and existing under the laws of the State of _____
_____ and having its principal office in _____, _____,
_____ (City) (County)
(State)

_____ PARTNERSHIP of the following (list all partners):

_____ SOLE PROPRIETORSHIP

For the following Project:

Activity Center Campus Camera System

This Agreement entered into as of the day and year first written above:

OWNER:

CONTRACTOR:

By: _____ By: _____
(Signature) (Signature)

(Name and Title) (Name and Title)

APPROVED AS TO FORM:

By: _____
(Signature of Attorney)

THE OWNER AND THE CONTRACTOR AGREE AS SET FORTH IN PAGES ONE THROUGH THREE, ARTICLES ONE THROUGH FIVE, AS
FOLLOWS:

July 30, 2025

ARTICLE 1: THE WORK AND CONTRACT DOCUMENTS

1.1.1 The Contractor will perform all the work required by the Contract Documents for the Project indicated above.

1.2 THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents which constitute the entire Agreement between the Owner and the Contractor, are enumerated as follows:

1.2.2 Project Manual dated _____

BIDDING REQUIREMENTS

Advertisement for Bids

Instructions to Bidders

Proposal Form

STANDARD FORM OF AGREEMENT BETWEEN THE OWNER AND THE CONTRACTOR

CONTRACT BOND

POWER OF ATTORNEY

CERTIFICATE OF INSURANCE

AFFIDAVIT OF PAYMENT TO ALL SUBCONTRACTORS

CONDITIONS OF THE CONTRACT

General Conditions

Supplementary Conditions

Labor Requirements

Minority Participation

Special Conditions

ADDENDA

SPECIFICATIONS

1.2.3 Addenda

Addendum No. 1, dated _____

Addendum No. 2, dated _____

Addendum No. 3, dated _____

Addendum No. 4, dated _____

Addendum No. 5, dated _____

1.2.4 Drawings date: Not Applicable

Sheets No. _____ through _____ Sheets No. _____ through _____

Sheets No. _____ through _____ Sheets No. _____ through _____

Sheets No. _____ through _____ Sheets No. _____ through _____

Sheets No. _____ through _____ Sheets No. _____ through _____

Sheets No. _____ through _____ Sheets No. _____ through _____

Sheets No. _____ through _____ Sheets No. _____ through _____

1.2.5.1 Other documents, dated _____

ARTICLE 2: CONTRACT SUM

2.1 CONTRACT SUM

- 2.1.1 The Owner will pay the Contractor in current funds for the performance of the work subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of

_____ Dollars
(\$ _____). The Contract sum is determined as follows:

Base Bid	\$	_____
Modifications () Adds () Deducts	\$	_____
Negotiations	\$	_____
Alternate No. _____ () Adds () Deducts	\$	_____
Alternate No. _____ () Adds () Deducts	\$	_____
Alternate No. _____ () Adds () Deducts	\$	_____
Alternate No. _____ () Adds () Deducts	\$	_____
Alternate No. _____ () Adds () Deducts	\$	_____
Total Contract Sum	\$	_____

2.2 LIQUIDATED DAMAGES

- 2.2.1 The stipulated liquidated damages described in Paragraph 9.11 of the *Supplementary Conditions* are in the amount five hundred dollars and zero cents (\$ 500.00) for each calendar day.

ARTICLE 3: CONTRACT TIME

3.1 TIME

- 3.1.1 The work to be performed under this Contract shall be commenced upon the date stated in the *Notice to Proceed*. The work is to be substantially complete, subject to approved Change Orders, no later November 22, 2025.

ARTICLE 4: PAYMENTS AND FINAL PAYMENTS

4.1 PROGRESS PAYMENTS

- 4.1.1 Based upon applications for payment submitted to the Professional by the Contractor and *Certificates for Payment* issued by the Professional, the Owner will make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents.

4.2 FINAL PAYMENT

- 4.2.1 Final payment constituting the entire balance of the Contract Sum will be paid by the Owner to the Contractor when the work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Professional and approved by the Owner.

ARTICLE 5: MISCELLANEOUS PROVISIONS

5.1 DEFINITION OF TERMS

- 5.1.1 Terms used in this Agreement which are defined in the General, Supplementary, and Special Conditions of the Contract will have the meanings designated in those Conditions.

5.2 CONTRACTOR'S INTEREST IN AGREEMENT

- 5.2.1 The Contractor will not assign, sublet, or transfer the interest in this Contract agreement without the written consent of the Owner. The Owner and Contractor hereby agree to the full performance of the covenants contained herein.

5.3 PROFESSIONAL

- 5.3.1 The Professional assigned to this Project is as follows:

Name Mark Levy, PLA, ASLA City of Oxford Project Manager

Address 107 Courthouse Square, Oxford, MS 38655

Telephone (662) 236-1206 Fax Number _____ E-Mail Address mlevy@oxfordms.net

*** END OF SECTION ***

July 30, 2025

CONTRACT BOND

I. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS: THAT

Principal, a _____, residing at _____, authorized to do business in the State of Mississippi under the laws thereof, and _____, Surety, a corporation of the State of _____, authorized to do business in the State of Mississippi under the laws thereof, are held and firmly bound unto the Owner on behalf of the State of Mississippi, Obligee, hereinafter referred to as "Owner," for the use and benefit of the Owner and those claimants and others set forth herein below and described in Sections 31-5-51 and 31-5-3, **Mississippi Code of 1972, Annotated**, as amended, in the amount of _____ Dollars (\$ _____), lawful money of the United States, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has by written agreement dated _____, 20_____, entered into a Contract with the Owner for the following:

_____ as provided in said Contract and in accordance with the Contract Documents. All of the terms and provisions of the above mentioned Contract, drawings, Project Manual, and addenda are by reference made a part hereof and fully incorporated herein, and are hereinafter referred to as "the Contract." All of the terms and provisions of Sections 31-5-51, 31-5-3, supra, Section 31-5-53 of the **Mississippi Code of 1972, Annotated**, as amended, and all other code sections cited herein are also by reference made a part hereof and fully incorporated herein.

II. PERFORMANCE BOND

NOW, THEREFORE, the condition of this Performance Bond is such that if Principal shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect, subject however, to the following conditions:

Whenever the Owner has performed its obligation but the Principal has defaulted under the terms of the Contract, or any portion thereof, and the Owner has declared the Principal to be in default, the Surety shall promptly:

1. Remedy the default, or
2. Complete the Contract in accordance with its terms and conditions, or
3. Procure the completion of the Contract in accordance with its terms and conditions.

Even if there should be a succession of defaults, the Surety is responsible for completion of the Contract. The Surety shall provide sufficient funds to pay the cost of completion of the Contract in its entirety including other costs and damages for which the Surety may be liable thereunder, less the balance of the Contract price. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by Owner to Principal under the Contract and any Change Orders thereto, less the amount paid by Owner to Principal.

III. LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, the condition of this Labor and Material Payment Bond is such that if Principal shall promptly make payments to all persons supplying labor or material used in the prosecution of the work under said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect; however, the Owner shall not be liable for the payment of any costs or expenses of any suit described in Subsection (2) of Section 31-5-51, supra.

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IV. BOND FOR PAYMENT OF TAXES AND OTHER ASSESSMENTS

NOW THEREFORE, the condition of this Bond for Payment of Taxes and Other Assessments is such that if Principal shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the State of Mississippi, or any County, Municipality, Board, Department, Commission, or political subdivision thereof, by reason of and directly connected with the performance of said Contract or any part thereof as provided by Sections 27-65-1, 27-65-21, 27-67-1, and 31-5-3, **Mississippi Code 1972, Annotated**, or any other applicable statute or other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

V. GENERAL CONDITIONS

The following conditions apply to all three (3) of the above-mentioned Bonds:

1. The Performance Bond is for an amount equal to the full amount of said Contract.
2. The Labor and Material Payment Bond is for an amount equal to the full amount of said Contract.
3. If any changes are made in the work, or any extensions of time are granted, or any increases in the total dollar amount of the Contract are made, such changes, extensions, increases, or other forbearance on the part of either the Owner or the Principal will not, in any way, release the Principal and Surety, or either of them, from their liability hereunder, or any portion thereof, notice to the Surety of any such change, extension, increase, or forbearance being expressly waived.
4. These Bonds are governed by and shall be construed in accordance with Mississippi law. Any inconsistency with these Bonds and any provision of Mississippi law shall be remedied by deleting the inconsistent portion of these Bonds and leaving the remaining consistent portions in full force and effect.

Signed and sealed this _____ day of _____, 20_____.

SURETY _____

Mississippi NAIC number: _____

By: _____
(Signature)

Attorney-in-Fact
(Typed Name)
(Title)

Surety Agent MS Ins Dept License Number: _____
(Leave blank if you do not have a Mississippi #)

(Surety Address)

(Surety City/State/Zip/Phone)

(MS LICENSED AGENT COMPANY NAME)
(add MS Agent's address below)

COUNTERSIGNED: (if Surety Agent above is NOT MS Licensed)

(Signature)

Licensed Mississippi
Agent
(Typed Name)
(Title)

Countersignature Agent MS License Number: _____

(MS Licensed Agent Address)

(MS Licensed Agent City/State/Zip/Phone)

PRINCIPAL

By:

(Signature) (same person on Bond and Contract page)

(Typed Name and Title)

(Address)

(City/State/Zip/Phone)

Surety Company, Surety Agent's Name, Address, etc. should be typed and with seal (preferably embossed seal) on Bond and P/A. The P/A should be for the Attorney-in-Fact with seal (preferably embossed seal).

The Contract Bond shall be duly executed by the Bidder AND a MS Licensed Agent said Surety approved by the MS Ins Dept
OR
signed by the Surety's Agent AND countersigned by a MS Licensed Agent for said Surety approved by the MS Ins Dept.

Countersignature, when signed, can be the same as the Attorney-in-Fact when the Attorney-in-Fact and/or Surety IS licensed in Mississippi. Countersignature will be different when the Attorney-in-Fact and/or Surety is "not" licensed in Mississippi. P/A will be for the Attorney-in-Fact.

Check the Surety Company AND the Surety Agent
AND/OR the Countersignature Company and/or Agent at MS Ins Dept web:
<https://www.mid.ms.gov> (or most up-to-date link)

Easier to locate Agent at MID when name agrees with MID licensed name.)

(Bond Agent MID or Code requirements are different from the Ins Cert Agent MID or Code requirements.)

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**CERTIFICATE OF INSURANCE
SECTION 00 6216**

This certificate of insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by the policies below.

INSURED: (Contractor's Name & Address)				COMPANIES PROVIDING COVERAGE w/ MID Lic or NAIC #		
				#		
				A		
				#		
				B		
				PROJECT: (Number, Name & Location)		
C						
D	#					
E	#					
OWNER: Owner				#		
				F		
				G	#	
				Companies above must be approved by the MS Ins Dept at https://www.mid.ms.gov (or most up-to-date link) per Code & WComp at http://www.mwcc.ms.gov/ (MID mod'd 041615)		
Type Insurance	Co	Policy Number	Policy Period	Coverage and Minimum Amount		
General Liability Commercial General Liability				General Aggregate		
				\$ 1,000,000		
				Products Comp/Ops (Aggregate		
				\$ 1,000,000		
				Personal Injury (Per Occurrence)		
				\$ 500,000		
Owners/Contractors Protective Liability				BI & PD (Per Occurrence)		
				\$ 1,000,000		
				Fire Damage (Per Fire)		
				\$ 50,000		
				Medical Expense (Per Person)		
				\$ 5,000		
Automobile Liability				General Aggregate		
				\$ 1,000,000		
				Per Occurrence		
				\$ 500,000		
				Bodily Injury/Property Damage Combined Single Limit (Per Occurrence)		
				\$ 500,000		
				OR	Bodily Injury (Per Person)	
					\$ 250,000	
					Bodily Injury (Per Accident)	
\$ 500,000						
				Property Damage (Per Occurrence)		
				\$ 100,000		
				Aggregate		
* Excess Liability (Umbrella on projects over \$500,000)				\$ 1,000,000		
				Per Occurrence		
				\$ 1,000,000		
Workers' Compensation (As required by Statute) Employers' Liability				Accident (Per Occurrence)		
				\$ 100,000		
				Disease-Policy Limit		
\$ 500,000						
				Disease-Per Employee		
				\$ 100,000		
Property Insurance (not required when project is demolition ONLY – required for ALL other projects including paving)				OR	Builders' Risk Installation Floater	Must be equal to Value of Work
Other						
Certification: I certify that these policies (subject to their terms, conditions and exclusions) have been (1) issued to the Insured for the coverages and at least the amounts as indicated by companies licensed in Mississippi; (2) countersigned by a Mississippi Licensed Agent; and (3) endorsed to require the company to give thirty (30) days written notice to the Owner prior to cancellation or non-renewal of above.						
Producing Agent: (Name, Address and Telephone)						
				(Signature) MID Lic # or countersign below		
				(Name and Title of Authorized Representative) (typed)		
				Agent must be approved by the MS Ins Dept or countersign https://www.mid.ms.gov		

July 29, 2025

☐ Check if Mississippi Licensed Agent
OR Countersign by Mississippi Licensed Agent

MID Lic #

CERTIFICATE OF INSURANCE INSTRUCTIONS

1. The *Certificate of Insurance* is a tabulation of insurance required for this Project as specified in Article 11 entitled *Insurance and Bonds* in the General Conditions (AIA Document A201, Sixteenth Edition, 2017).
2. The *Certificate of Insurance* must be completed, certified by the original signature of a Mississippi Licensed Insurance Agent and/or countersignature, dated, and bound in each set of the Contract Documents. Insurance Companies providing coverage and Agent and/or Countersignature Agent must be approved by the Mississippi Insurance Department on their web at <https://www.mid.ms.gov> (or most up-to-date link). (Agent does not have to be on the MID web "for providers necessarily" – but must be an approved Agent on MID web. Easier to locate Agent at MID when name agrees with MID licensed name.)
3. Indicate Insured, Project, Companies providing coverage, policy numbers and policy periods in the blanks as applicable.
4. If the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" insurance is part of the Commercial General Liability Insurance Policy, or included by endorsement, indicate the policy number and period of the CGL policy in the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" blank spaces.
5. Automobile Liability Insurance may be provided which covers Bodily Injury and Property Damage in one (1) Combined Single Limit, or may be provided with separate minimum limits as shown on the Certificate of Insurance and specified in Article 11 of the Supplementary Conditions. The person signing the Certificate of Insurance should show which option the Contractor has selected by marking out the coverage that is not provided under the policies indicated.
6. OTHER INSURANCE (if required) will be indicated by typing in the "OTHER" block and detailed in Article 11 of the Supplementary Conditions.
7. CERTIFICATION wording may not be changed without specific written approval from the Owner (nor on any Owner documents even beyond Insurance Certificate).
8. "Riders", Binders, TBA, TBD, or other unsolicited attachments, are not allowed as part of the *Certificate of Insurance* unless specifically requested in writing by the Owner, or specified as part of the requirements for this Project (nor on any Owner documents even beyond Insurance Certificate).
9. CAUTION: The *Certificate of Insurance* is intended to be used for all Projects. The Contractor must provide all insurance specified in the Contract Documents for this Project, whether indicated on this form, or not. The Contractor must verify all insurance has been provided as required.
10. In accepting the Insurance Certificate by Owner, it would be helpful if some indication is given when, and if, the Provider is a Surplus Line Carrier, a Broker, or Self Insured (because they may not be on the MID web list referenced herein). (The Owner will have to ask MID (or know) at some point.)
11. The Workers Comp insurance provider must be approved and show up on the Workers Comp web at <http://www.mwcc.state.ms.us> / Services / Proof of Coverage Inquiry / accept / etc. and at the last step – enter the "contractor's name".

Note: Regarding #2 and #11. At the MID web – you enter the Surety Company / Provider / Agent. At the MWCC web – You enter the Vendor's name, then click on the policy number to see the MWCC Ins Provider.

*** END OF SECTION ***

AFFIDAVIT CERTIFYING

July 29, 2025

PAYMENT TO ALL SUBCONTRACTORS

Owner

I acknowledge that, pursuant to Miss. Code Ann. §31-5-25 and H.B. 1562, Laws of 2002, that I am required to submit monthly certification indicating payments to subcontractors on prior payment requests. I, the undersigned Contractor, do hereby certify that I have paid the following amounts to subcontractors for Work which has been performed and incorporated into previous Applications for Payment which were issued and payment received from the Owner on the project listed below. I understand that this document must be submitted on a monthly basis after the submittal, approval and payment of Application for Payment #1. I understand that the Owner reserves the right to require me, the undersigned, to provide verification of payment and/ or additional information.

Project Number: _____

Project Name: _____

Using Agency: _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

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Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

(Attach additional list of subcontractors and amounts, if necessary)

Contractor Name and Title: _____

Contractor Certificate of Responsibility Number: _____

Contractor Signature: _____ Date: _____

STATE OF MISSISSIPPI

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned notary public,
this the _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

July 29, 2025

GENERAL CONDITIONS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. **SCOPE:** The **General Conditions of the Contract for Construction**, AIA Document A201, Seventeenth Edition, 2017, Articles 1 through 15 inclusive, is a part of this Contract and is incorporated herein.
- B. **BIDDING COPY:** For the purpose of bidding, Contractors are presumed to be familiar with AIA Document A201, a copy of which may be obtained from the Professional, or examined in the Professional's office.

*** END OF SECTION ***

SUPPLEMENTARY CONDITIONS

PART 1 – GENERAL

1.01 Description

- A. **Owner:** These supplements are necessary because the Owner is an agency, or political subdivision, of the State of Mississippi and occupies a different position from that of the usual Owner.
- B. **Document:** The following supplements modify, change, delete from, or add to the **General Conditions of the Contract**, AIA Document A201, Seventeenth Edition, 2017. When any Article of the **General Conditions** is modified, or deleted, by these *Supplementary Conditions*, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause will remain in effect.

Article 1 GENERAL PROVISIONS

1.1 Basic Definitions

1.1.1 The Contract Documents

Change this subparagraph to read as follows:

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and Special Conditions), Drawings, Specifications and Addenda issued prior to the execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for minor changes in the Work issued by the Prime Professional. The Contract Documents also include the advertisement or invitation for bids or proposals, Instructions to Bidders, and the Contractor's bid or proposal.

1.1.2 The Contract

Change each instance of the word "Architect" to "Prime Professional" and each instance of the word "Architect's" to "Prime Professional's".

1.1.7 Instruments of Service

Change the word "Architect" to "Prime Professional" and change the word "Architect's" to "Prime Professional's".

1.1.8 Initial Decision Maker

Change this Subparagraph to read as follows:

The Initial Decision Maker is the person identified as the Professional in Paragraph 5.3.1 of the Standard Form of Agreement Between the Owner and the Contractor and will render initial decisions on Claims in accordance with Section 15.2.

1.1.9 Add a new Subparagraph as follows:

Commissioning Authority Professional

A professional independent of the Prime Professional retained by the owner who manages a quality-focused process for

enhancing the delivery of the project. The process focuses upon verifying and documenting that the facility and all of its systems are planned, designed, installed, tested, operated, and maintained to meet the Owner's project requirements.

1.2.1 Change this Subparagraph to read as follows:

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor and unless otherwise provided in the Contract Documents, this shall include all labor, materials, equipment, tools, machinery, water, heat, utilities, transportation, and other facilities and services, whether temporary or permanent and whether or not incorporated in the Work. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In case of any direct conflict among the Contract Documents, the specifications shall take precedence over the drawings, supplemental or special conditions shall take precedence over more general conditions or requirements, details shall take precedence over plans, and larger scale drawings shall take precedence over smaller scale drawings.

1.5 **Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

1.5.1 Change each instance of the word "Architect" to "Prime Professional" and each instance of the word "Architect's" to "Prime Professional's" and add a new sentence at the end of this Subparagraph:

This Paragraph in no way supersedes the Owner's document rights set forth in the separate Agreement Between the Owner and the Professional.

1.5.3 Add a new Subparagraph as follows:

Transparency

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this agreement shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>

1.6 **Notice**

1.6.1 Change this Subparagraph to read as follows:

Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is address and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if transmitted to the government or business issued e-mail address of the respective party.

1.7 **Digital Data Use and Transmission**

Delete the last sentence of this Paragraph.

1.8 **Building Information Models Use and Reliance**

Change this Paragraph to read as follows:

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in a written documents shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

Article 2
OWNER

2.1 **General**

2.1.1 Change this Subparagraph to read as follows:

The Owner, as used in these Documents, refers to the Owner, acting for and on behalf of the State of Mississippi and for the benefit of the Institution, Agency, or Department for which the Work under this Contract is being performed. The Owner is the entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's representative, who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization, is the individual who signed the Agreement Between the Owner and the Contractor, his successor in the case of that individual's retirement or termination, or his direct supervisor in the case of that individual's absence. Except as otherwise provided in Subparagraph 4.2.1, the Prime Professional does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

2.1.2 Delete this Subparagraph in its entirety.

2.2 Evidence of the Owner's Financial Arrangements

2.2.1 Delete this Subparagraph in its entirety.

2.2.2 Delete this Subparagraph in its entirety.

2.3.1 Delete this Subparagraph in its entirety.

2.2.3 Delete this Subparagraph in its entirety.

2.2.4 Delete this Subparagraph in its entirety.

2.3 Information and Services Required of the Owner

2.3.2 Add the word "or Engineer" following each instance of the word "Architect" and add the words "or engineering respectively" following each instance of the word "architecture".

2.3.3 Add the word "or Engineer" following each instance of the word "Architect".

2.3.6 Change this Subparagraph to read as follows:

Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary, but in no instance to exceed twenty-five (25) copies, for the execution of the Work.

2.4 Owner's Right to Stop the Work

Change this Subparagraph to read as follows:

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, the Owner may issue, or direct the Prime Professional to issue, a written order to the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. The rights and remedies under this Subparagraph are in addition to and do not in any respect limit any other rights of the Owner, including the right to terminate in accordance with Article 14.

2.5 Owner's Right to Carry Out the Work

Change this Paragraph read as follows:

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. The Prime Professional may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Prime Professional's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Prime Professional, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

Article 3

CONTRACTOR

3.1 General

3.1.3 Change the word "Architect" to "Prime Professional" and change the word "Architect's" to "Prime Professional's".

3.2 Review of Contract Documents and Field Conditions by Contractor

3.2.2 Change each instance of the word "Architect" to "Prime Professional".

3.2.3 Change each instance of the word "Architect" to "Prime Professional".

3.2.4 Change the word "Architect" to "Prime Professional".

3.3 Supervision and Construction Procedures

3.3.1 Change each instance of the word "Architect" to "Prime Professional".

3.4 Labor and Materials

3.4.2 Change each instance of the word "Architect" to "Prime Professional" and add the words "where such substitution results in a modification of the Contract Sum or Contract Time" to the end of this sentence.

3.4.4 Add a new Subparagraph as follows:

Employee Status Verification System If applicable, the Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. The Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The Contractor understands and agrees that any breach of these warranties may subject the Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such cancellation/termination, the Contractor would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit.

3.4.5 Add a new Subparagraph as follows:

In providing labor for the proper execution and completion of the Work, the Contractor shall comply with the provisions of Section 31-5-19 of the Mississippi Code of 1972, Annotated.

3.4.6 Add a new Subparagraph as follows:

In providing materials for the proper execution and completion of the Work, the Contractor shall comply with the provisions of Section 31-5-23 of the Mississippi Code of 1972, Annotated.

3.5 **Warranty**

3.5.1 Change each instance of the word “Architect” to “Prime Professional”.

3.7 **Permits, Fees, Notices and Compliance with Laws**

3.7.1 Change this Subparagraph to read as follows:

Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for any applicable permits, fees, licenses, and inspections by government agencies necessary for the proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

3.7.3 Delete the words “knowing it to be” from this Subparagraph.

3.7.4 Change each instance of the word “Architect” to “Prime Professional” and change the word “Architect’s” to “Prime Professional’s”.

3.7.5 Change the word “Architect” to “Prime Professional”.

3.9 **Superintendent**

3.9.2 Change this Subparagraph to read as follows:

The Contractor, as soon as practicable after award of the Contract, and prior to commencement of any on-site Work, shall notify the Owner and Prime Professional of the name, qualifications and references of the proposed superintendent and any assistant superintendents where provided for in the Contract Documents. Within 14 days of receipt of the information, the Prime Professional shall notify the Contractor stating whether the Owner or the Prime Professional (1) has reasonable objection to the proposed superintendent based upon information provided or other requirements provided for in the Contract Documents or (2) requires additional information or time for review. Failure of the Prime Professional to respond within the 14-day period shall constitute notice of no reasonable objection.

3.9.3 Change the word “Architect” to “Prime Professional”.

3.10 **Contractor’s Construction and Submittal Schedules**

3.10.1 Change this Subparagraph to read as follows:

The Contractor, promptly after being awarded the Contract, and no later than fifteen days after the date established in the Notice to Proceed, shall submit for the Owner’s and Prime Professional’s information a Contractor’s construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed the time limits current under the Contract Documents. Submission of a schedule that indicates or expresses an intent to complete Work prior to the time limits established by the Contract Documents shall not make the Owner liable to the Contractor for any failure to achieve early completion or obligate the Owner to take or prevent any actions to facilitate the Contractor’s completion prior to the expiration of the Contract Time. The schedule shall be revised monthly or at more frequent intervals as required by the conditions of the Work and Project.

3.10.2 Change each instance of the word “Architect’s” to “Prime Professional’s” and change the word “Architect” to “Prime Professional”.

3.10.3 Change the word “*Architect*” to “*Prime Professional*”.

3.11 **Documents and Samples at the Site**

Change each instance of the word “*Architect*” to “*Prime Professional*”.

3.12 **Shop Drawings, Product Data and Samples**

3.12.4 Change each instance of the word “*Architect*” to “*Prime Professional*”.

3.12.5 Change each instance of the word “*Architect*” to “*Prime Professional*”.

3.12.6 Change the word “*Architect*” to “*Prime Professional*”.

3.12.7 Change the word “*Architect*” to “*Prime Professional*”.

3.12.8 Change each instance of the word “*Architect’s*” to “*Prime Professional’s*” and change the word “*Architect*” to “*Prime Professional*”.

3.12.9 Change the word “*Architect*” to “*Prime Professional*” and change the word “*Architect’s*” to “*Prime Professional’s*”.

3.12.10.1 Change each instance of the word “*Architect*” to “*Prime Professional*”.

3.12.10.2 Change each instance of the word “*Architect*” to “*Prime Professional*”.

3.15 **Cleaning Up**

3.15.2 Change this Subparagraph to read as follows:

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be assessed to the Contractor.

3.16 **Access to Work**

Change this Paragraph to read as follows:

The Contractor shall provide the Owner, Prime Professional, Commissioning Authority Professional, Separate Contractors and their authorized representatives with access to the Work in preparation and progress wherever located. This shall include the provision of lifts, ladders, scaffolding and/or equivalent for access to elevated work.

3.17 **Royalties, Patents and Copyrights**

Change each instance of the word “*Architect*” to “*Prime Professional*”.

3.18 **Indemnification**

3.18.1 Change this Subparagraph to read as follows:

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Owner, Prime Professional, Prime Professional’s consultants, Commissioning Authority Professional, Commissioning Authority Professional’s consultants, as well as the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives, from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys’ fees, arising out of or caused by Contractor’s and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State’s sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State’s concurrence, which the State shall not unreasonably withhold.

Article 4
ARCHITECT

Change the title of this article from "ARCHITECT" to "PRIME PROFESSIONAL".

4.1 General

4.1.1 Change this Subparagraph to read as follows:

The Prime Professional is the person identified as the Professional in the Agreement Between the Owner and the Contractor and retained by the Owner pursuant to Section 2.3.2.

4.1.2 Change each instance of the word "Architect" to "Prime Professional".

4.2 Administration of the Contract

4.2.1 Change the first line of this Subparagraph to read as follows:

The Prime Professional will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative during construction until the end of the period for correction of Work as described in Section 12.2.

4.2.2 Change each instance of the word "Architect" to "Prime Professional".

4.2.3 Change each instance of the word "Architect" to "Prime Professional".

4.2.4 Change each instance of the word "Architect" to "Prime Professional" and each instance of the word "Architect's" to "Prime Professional's".

4.2.5 Change the word "Architect's" to "Prime Professional's" and change the word "Architect" to "Prime Professional".

4.2.6 Change each instance of the word "Architect" to "Prime Professional".

4.2.7 Change each instance of the word "Architect" to "Prime Professional" and each instance of the word "Architect's" to "Prime Professional's".

4.2.8 Change each instance of the word "Architect" to "Prime Professional".

4.2.9 Change the word "Architect" to "Prime Professional".

4.2.10 Change each instance of the word "Architect" to "Prime Professional" and the word "Architect's" to "Prime Professional's".

4.2.11 Change the word "Architect" to "Prime Professional" and the word "Architect's" to "Prime Professional's".

4.2.12 Change each instance of the word "Architect" to "Prime Professional".

4.2.13 Change the word "Architect's" to "Prime Professional's".

4.2.14 Change each instance of the word "Architect" to "Prime Professional".

Article 5
SUBCONTRACTORS

July 29, 2025

5.2 Award of Subcontracts and Other Contracts for Portions of the Work

5.2.1 Change this Subparagraph to read as follows:

Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, prior to award of the Contract by the Owner, shall furnish in writing to the Owner through the Prime Professional, the names, classifications, and COR #'s of Sub-Contractors over Fifty Thousand Dollars (\$50,000.00) (as well as entities who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. Such list shall also include any Mechanical, Plumbing, or Electrical Sub-Contractor as listed on Proposal Form regardless of amount. Within 7 days of receipt of the information, the Prime Professional shall notify the Contractor whether the Owner or the Prime Professional (1) has reasonable objection to any such proposed Sub-Contractor or entity based upon information provided or other requirements provided for in the Contract Documents or (2) requires additional information or time for review. Failure of the Prime Professional to respond within the 7-day period shall constitute notice of no reasonable objection. Where a Project involves a Mississippi Landmark or a building and/or site potentially eligible for such designation, the Contractor shall also furnish documentation that all Sub-Contractors, regardless of Sub-Contract amount, have at least the minimum number of years of successful experience specified by the Prime Professional in work on previous projects involving State or National Landmarks of similar type, scale and complexity and that all key personnel to be utilized to perform the Work are experienced craftsmen with not less than five (5) years of experience.

5.2.2 Change this Subparagraph to read as follows:

The Contractor shall not contract with a proposed Sub-Contractor or entity to whom the Owner or Prime Professional has made reasonable and timely objection. Other than the Mechanical, Plumbing, or Electrical Sub-Contractors as listed on the Proposal Form, the Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection. Only where the listed Mechanical, Plumbing, or Electrical Sub-Contractor has (1) closed their business (2) entered into bankruptcy or (3) refuses to enter into a contract with the Contractor will substitution of such Sub-Contractor be permitted prior to the execution of the Agreement Between the Owner and Contractor. Substitution for refusal to enter into contract shall not be permitted if the reason for such refusal is due to unilateral reduction by Contractor of such Sub-Contractor's bid price.

5.2.3 Change this Subparagraph to read as follows:

If the Owner or Prime Professional has reasonable objection to a Sub-Contractor or entity proposed by the Contractor, other than the Mechanical, Plumbing, or Electrical Sub-Contractors as listed on the Proposal Form, the Contractor shall propose another to whom the Owner or Prime Professional has no reasonable objection. Neither the Contract Sum nor Contract Time may be increased or decreased due to any change in Sub-Contractor or entity. Failure of Contractor to identify Sub-Contractors or entities to whom the Owner and Prime Professional have no reasonable objections within 10 working days of initial submission shall result in the bid or proposal being deemed non-responsible at which time the Owner may elect to award to the next lowest responsive, responsible bidder or resolicit the project.

5.2.4 Change this Subparagraph to read as follows:

Following the execution of the Agreement Between the Owner and Contractor, the Contractor shall not substitute a Sub-Contractor or entity for one previously selected if the Owner or Prime Professional makes reasonable objection to such substitution. In no case shall substitution of Mechanical, Plumbing or Electrical Sub-Contractors be permitted except where such Sub-Contractor has (1) closed their business (2) entered into bankruptcy (3) becomes in arrears or (4) becomes involved in an ongoing dispute with the Contractor related to the Sub-Contractor's execution, workmanship, or timely performance of their portion of the Work.

Article 6

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.2.2 Change each instance of the word "Architect" to "Prime Professional".

6.3 Change the word "Architect" to "Prime Professional".

Article 7 **CHANGES IN THE WORK**

7.2 Change Orders

7.2.1 Change each instance of the word "Architect" to "Prime Professional".

7.2.2 Add a new Subparagraph as follows:

The maximum mark-up included in a Change Order for profit and overhead is limited to twenty percent (20%) of the total of the actual cost for materials, labor and subcontracts. Profit and overhead include: all taxes, fees, permits, insurance, bond, job superintendent, job and home office expense. All Sub-Contractors and Sub-Sub-Contractors shall acquiesce to the same requirements when participating in a Change Order.

7.3 Construction Change Directives

7.3.4 Change the word "Architect" to "Prime Professional".

7.3.4.1 Change the word "Architect" to "Prime Professional".

7.3.6 Change this Subparagraph to read as follows:

Upon receipt of a Construction Change Directive signed by the Prime Professional and the Owner, the Contractor shall promptly proceed with the change in the Work and advise the Prime Professional of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.7 Change this Subparagraph to read as follows:

A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall become effective once signed by the Prime Professional and the Owner and will subsequently be incorporated into a Change Order.

7.3.8 Change the word "Architect" to "Prime Professional".

7.3.9 Change this Subparagraph to read as follows:

Until such time that a Construction Change Directive is recorded as a Change Order, the Contractor may not request payment for Work completed under the Construction Change Directive in Applications for Payment.

7.3.10 Change each instance of the word "Architect" to "Prime Professional".

7.4 Change each instance of the word "Architect" to "Prime Professional" and the word "Architect's" to "Prime Professional's".

Article 8

TIME

8.1 Definitions

8.1.2 Change this Subparagraph to read as follows:

The date of commencement of the Work is the date established in the Notice to Proceed.

8.1.3 Change the word "Architect" to "Prime Professional".

8.2 Progress and Completion

8.2.1 Change this Subparagraph to read as follows:

Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work and acknowledges that such period includes time for all applicable submittals, selections, reviews, approvals, inspections, meetings, as well as discovery and investigation of any latent conditions.

8.2.2 Change this Subparagraph to read as follows:

The Contractor shall not knowingly commence the Work prior to the date established in the Notice to Proceed or the effective dates of bond and insurance required to be furnished by the Contractor.

8.3 Delays and Extensions of Time

8.3.1 Change this Subparagraph to read as follows:

If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Prime Professional, of an employee of either, or of a Separate Contractor; (2) by labor disputes, pandemics, acts of terrorism, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions in excess of any weather days otherwise provided for in the Contract Documents that are documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (3) by delay authorized by the Owner pending dispute resolution; or (4) by other causes that the Contractor asserts, and the Owner, in consultation with the Prime Professional determines justify delay, then the Contract Time shall be extended for such reasonable time as the Owner, in consultation with the Prime Professional, may determine. Such determination shall take into consideration the critical path of the Work and will be reduced by any float in the Contractor's Construction Schedule that does not affect the overall completion of the Work. Except where such delay is due to suspension by the Owner in accordance with Article 14 or such delay has the effect of stopping all progress of the Work for 14 calendar days or more, the Contract Sum will not be increased for additional general overhead expenses; however, it may be increased for direct expenses directly related to the delay of specific portions of the Work so delayed. Any claim for loss or any delay occasioned by any Sub-Contractor or entity under contract with the Contractor, shall be settled between the Contractor and such other Sub-Contractor or entity.

Article 9

PAYMENTS AND COMPLETION

9.2 Schedule of Values

Change this Paragraph to read as follows:

Where the Contract is based on a stipulated sum, the Contractor shall submit a schedule of values to the Prime Professional, at least 10 working days before the first Application for Payment, a schedule of values allocating the entire Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Prime Professional. This schedule, unless objected to by the Prime Professional or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any subsequent changes to the schedule of values shall be submitted to the Prime Professional and supported by such data to substantiate its accuracy as the Prime Professional may require, and unless object to by the Prime Professional or Owner, shall be used as a basis for reviewing the

9.3 Applications for Payment

9.3.1 Add a new sentence to the end of this Subparagraph:

The form of Application for Payment will be AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet, or a computer generated form containing similar data.

9.3.1.1 Delete this Subparagraph in its entirety.

9.3.1.3 Add a new Clause to Subparagraph 9.3.1 as follows:

On any contract as described herein, of which the total amount is Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater, or on any contract with a subcontractor, regardless of amount, five percent (5%) shall be retained until the Work is at least fifty percent (50%) complete, on schedule and satisfactory in the Prime Professional's opinion, at which time fifty percent (50%) of the retainage held to date shall be returned, subject to consent of surety, to the prime contractor for distribution to the appropriate subcontractors and suppliers; provided, however, that future retainage shall be withheld at the rate of two and one-half percent (2 1/2%). When submitting request for reduction in retainage, the Contractor will include, with the application, a Consent of Surety to Reduction which is AIA Form G707A, and a Power of Attorney. (Code 31-5-33)

9.3.1.4 Add a new Clause to Subparagraph 9.3.1 as follows:

The Contractor must submit each month with this Application for Payment a separate letter stating that he is requesting an extension of time or that he had no need for an extension for that period of time. No payment on a monthly application will be considered due and payable until the letter is received. Complete justification such as weather reports or other pertinent correspondence must be included for each day's request for extension. A Contractor's letter, or statement, will not be considered as adequate justification. The receipt of this request and data by the Owner will not be considered as approval of the Owner or Prime Professional in any way.

9.3.2.1 Add a new Clause to Subparagraph 9.3.2 as follows:

Payment in an amount not greater than the documented cost paid by the Contractor for ~~on~~ materials stored at some location other than the Project site, may be approved by the Prime Professional and the Owner after the Contractor has submitted the following items:

- .1 An acceptable Lease Agreement between the General Contractor and the owner of the land, or building, where the materials are stored covering the specific area where the materials are located.*
- .2 Consent of Surety, or other acceptable Bond, to cover the materials stored off-site.*
- .3 All Perils Insurance coverage for the full value of the materials stored off-site.*
- .4 A Bill of Sale from the Manufacturer to the General Contractor for the stored materials.*
- .5 A complete list and inventory of materials manufactured, stored and delivered to the storage site and of materials removed from the storage site and delivered to the job site.*
- .6 A review by the Prime Professional of the materials stored off-site prior to release of payment. Where the storage location is greater than 50 miles of the building site, the Contractor shall pay or reimburse reasonable travel costs of the Prime Professional and/or his Consultants for such review.*
- .7 Guarantee no storage costs, additional delivery fees, or subsequent costs to the Owner.*

9.4 Applications for Payment

9.4.1 Change each instance of the word "Architect" to "Prime Professional" and the word "Architect's" to "Prime Professional's".

9.4.2 Change each instance of the word "Architect" to "Prime Professional" and each instance of the word "Architect's" to "Prime Professional's".

9.5 Decisions to Withhold Certification

9.5.1 Change each instance of the word “Architect” to “Prime Professional” and the word “Architect’s” to “Prime Professional’s”.

9.5.1.7 Delete the word “repeated” from this Clause.

9.5.2 Change the word “Architect” to “Prime Professional”.

9.5.3 Delete this Subparagraph in its entirety.

9.5.4 Change each instance of the word “Architect” to “Prime Professional”.

9.6 **Progress Payments**

9.6.1 Change each instance of the word “Architect” to “Prime Professional”.

9.6.2 Change the first line of this Subparagraph to read as follows:

The Contractor shall pay each Sub-Contractor and material supplier, in accordance with Section 31-5-27 of the Mississippi Code 1972, Annotated, in proportion to the percentage of work completed by each less applicable retainage.

9.6.3 Change each instance of the word “Architect” to “Prime Professional”.

9.6.4 Change the word “Architect” to “Prime Professional”.

9.6.9 Add a new Subparagraph as follows:

The amount retained by the Contractor from each payment to each Sub-Contractor and material supplier shall not exceed the percentage retained by the Owner from the Contractor.

9.6.9.1 Add a new Clause to Subparagraph 9.6.9 as follows:

The Contractors shall submit monthly certification, in accordance with Section 31-5-25 of the Mississippi Code 1972, Annotated, on Owner’s “Affidavit Certifying Payment to All Subcontractors” form, to the Prime Professional indicating payments to subcontractors on prior payment request.

9.6.10 Add a new Subparagraph as follows:

The Owner agrees to make payment in accordance with Mississippi Law on “Time for full and final payment to contractors; exemptions; monthly submission by contractors of proof of payment to subcontractors”, Section 31-5-25 of the Mississippi Code of 1972, Annotated, which generally provides for payment of undisputed amounts within forty-five (45) days of when they are due and payable. Payments by state agencies using the statewide electronic payment and remittance vehicle shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor’s choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Contractor shall remain responsible and liable for full performance.

9.7 **Failure of Payment**

Change this Paragraph to read as follows:

The Contractor and the Owner shall be subject to the remedies as prescribed in Section 31-5-25 of the Mississippi Code 1972, Annotated.

9.8 **Substantial Completion**

9.8.1 Add the following sentence to the end this Subparagraph to read as follows:

In order to be considered occupiable or utilizable by the Owner, all life safety systems must be operable and tested and the commissioning requirements for the Work or designated portion thereof must be complete except for thermographs of electrical systems, trend log monitoring, seasonal testing, near-warranty end activities and verification of training sessions.

9.8.3 Change this Subparagraph to read as follows:

Upon receipt of the Contractor's list, the Prime Professional will promptly visit the site to determine whether the Work or designated portion thereof is substantially complete. If, in the opinion of the Prime Professional, the Work or designated portion thereof is not substantially complete, the Prime Professional will not proceed with inspection and the Prime Professional will report the reasons for such determination to the Contractor. In such case, the Contractor shall then submit a revised list and request for inspection when these reasons have been resolved.

9.8.4 Change this Subparagraph to read as follows:

When the Work or designated portion thereof is substantially complete and affirmed by the Owner, the Prime Professional will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the punch list accompanying the Certificate. Unless otherwise provided in the Contract Documents, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.9 **Partial Occupancy or Use**

9.9.1 Change each instance of the word "Architect" to "Prime Professional".

9.9.2 Change the word "Architect" to "Prime Professional".

9.10 **Final Completion and Final Payment**

9.10.1 Change this Subparagraph and add the associated Clauses to read as follows:

When, in the opinion of the Contractor, the Work is ready for final inspection and acceptance by the Owner, the Contractor shall make such notice to the Prime Professional.

- 1. Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance by the Owner, the Prime Professional will promptly visit the site and assess the state of the Work to determine if it is ready for final inspection by the Owner. If, in the Prime Professional's judgment, the Work is not ready for final inspection, the Prime Professional will report the reasons for such determination to the Contractor. In such case, the Contractor shall then submit a revised request for final inspection when these reasons have been resolved.*
- 2. Once the Prime determines the Work is ready for final inspection, the Prime Professional will call for final inspection of the Work with the Owner for the purpose of determining whether the Work is acceptable under the Contract Documents.*
- 3. The final inspection shall be conducted in the presence of the Owner and a list of defects or discrepancies, if any, will be compiled into a final punch list furnished to all parties.*
- 4. Once corrections of all final punch list items have been confirmed by the Prime Professional, the Prime Professional will provide a letter recommending final acceptance of the Work to the Owner.*

9.10.2 Change this Subparagraph to read as follows:

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Prime Professional (1) final application for payment, (2) consent of surety to final payment, (3) power of attorney, (4) Contractor's affidavit of release of liens, (5) Contractor's affidavit of payment of debts and claims, (6) Contractor's guarantee of work, (7) Project Record Documents and (8) certificates, warranties, guarantees, bonds or documents as called for in the individual sections of the Project Manual. The final payment will be reduced by the value of any amounts assessed to the Contractor

per Section 2.5 Owner's Right to Carry Out the Work, Section 6.3 Owners Right to Clean Up, or Section 9.11 Liquidated Damages where such amounts have not been reconciled by a Change Order per Section 7.2 prior to final acceptance unless such amounts have been resolved via separate agreement(s) between the Owner and the Contractor.

9.11 Liquidated Damages

9.11.1 Add a new Paragraph as follows:

Time being of the essence and a matter of material consideration thereof, a reasonable estimate in advance is established to cover losses incurred by the Owner if the project is not substantially complete on the date set forth in the Contract Documents. The Contractor and his Surety will be liable for and will be assessed by the Owner the sums stipulated in Paragraph 2.2 of the Standard Form of Agreement Between the Owner and the Contractor as fixed and agreed as liquidated damages for each calendar day of delay until the work is substantially complete unless circumstances dictate otherwise in the discretion of the Owner. The Contractor and his Surety acknowledge that losses to the Owner caused by the delay of the Contractor are not readily ascertainable and that the amount estimated per day and established as liquidated damages is reasonable and not a penalty.

Article 10

PROTECTION OF PERSONS AND PROPERTY

10.2 Safety of Persons and Property

10.2.5 Change this Subparagraph to read as follows:

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Sub-Contractor, a Sub-Sub-Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible for Clauses 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss attributable to acts or omissions of the Owner or Prime Professional and not attributable to the fault or negligence of the Contractor. Where damage or loss is insured under property insurance required by the Contract Documents, the Contractor shall promptly report, file and facilitate the claim process so as to minimize any impacts on the timely completion of the Work. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

10.3 HAZARDOUS MATERIALS

10.3.2 Delete this Subparagraph in its entirety.

10.3.3 Delete this Subparagraph in its entirety.

10.3.4 Delete this Subparagraph in its entirety.

10.3.5 Delete this Subparagraph in its entirety.

10.3.6 Delete this Subparagraph in its entirety.

Article 11

INSURANCE AND BONDS

11.1 Contractor's Insurance and Bonds

11.1.1 Add a sentence to the end of this Subparagraph as follows:

Insurance shall be purchased to protect the Contractor from claims set forth below for not less than the limits of liability specified below or required by law, whichever coverage is greater, which may arise out of or result from the Contractor's

operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Sub-Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Add new Clauses as follows:

.1 GENERAL LIABILITY:

Commercial General Liability

(Including XCU)

General Aggregate.....	\$ 1,000,000.00 Aggregate
Products & Completed Operations	\$ 1,000,000.00 Aggregate
Personal & Advertising Injury.....	\$ 500,000.00 Per Occurrence
Bodily Injury & Property Damage.....	\$ 1,000,000.00 Per Occurrence
Fire Damage Liability.....	\$ 50,000.00 Per Occurrence
Medical Expense.....	\$ 5,000.00 Per Person

.2 OWNERS & CONTRACTORS PROTECTIVE LIABILITY:

Bodily Injury & Property Damage.....	\$ 1,000,000.00 Aggregate
Bodily Injury & Property Damage.....	\$ 500,000.00 Per Occurrence

.3 AUTOMOBILE LIABILITY:

(Owned, Non-owned & Hired Vehicles)

Contractor Insurance Option Number 1:

Bodily Injury & Property Damage.....	\$ 500,000.00 Per Occurrence
(Combined Single Limit)	

Contractor Insurance Option Number 2:

Bodily Injury.....	\$ 250,000.00 Per Person
Bodily Injury.....	\$ 500,000.00 Per Accident
Property Damage	\$ 100,000.00 Per Occurrence

.4 EXCESS LIABILITY:

(Umbrella on projects over \$500,000)

Bodily Injury & Property Damage.....	\$ 1,000,000.00 Aggregate
(Combined Single Limit)	

.5 WORKERS' COMPENSATION:

(As required by Statute)

EMPLOYERS' LIABILITY:

Accident.....	\$ 100,000.00 Per Occurrence
Disease.....	\$ 500,000.00 Policy Limit
Disease.....	\$ 100,000.00 Per Employee

.6 PROPERTY INSURANCE:

Builder's Risk.....	\$ Equal to Value of Work
or	
Installation Floater.....	\$ Equal to Value of Work

11.1.5 Add a new Subparagraph to read as follows:

Insurance shall be maintained without interruption from the date of commencement of the Work until the date of final payment unless otherwise noted on the Certificate of Substantial Completion.

11.1.6 Add a new Subparagraph to read as follows:

Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to final execution of the Contract and

thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

11.1.7 Add a new Subparagraph as follows:

If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the Contract; the termination date, or the policy, or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment.

11.1.8 Add a new Subparagraph as follows:

If any insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.

11.1.9 Add a new Subparagraph as follows:

The Owner as fiduciary shall have power to adjust and settle a loss with Insurers unless one of the parties in interest shall object in writing within five (5) days after occurrence of loss.

11.2 **Owner's Insurance**

Delete this Paragraph in its entirety and substitute the following:

The Contractor shall purchase and maintain such insurance as will protect the Owner from his contingent liability to others for damages because of bodily injury, including death, and property damage, which may arise from operations under this Contract and other liability for damages which the Contractor is required to insure under any provision of this Contract. Certificate of this insurance will be filed with the Owner and will be the same limits set forth in 11.1.5.

11.2.1 Delete this Subparagraph in its entirety.

11.2.2 Delete this Subparagraph in its entirety.

11.2.3 Delete this Subparagraph in its entirety.

11.3 **Waivers of Subrogation**

11.3.1 Delete this Subparagraph in its entirety.

11.3.2 Delete this Subparagraph in its entirety.

11.5 **Adjustment and Settlement of Insured Loss**

11.5.1 Delete this Subparagraph in its entirety.

11.5.2 Delete this Subparagraph in its entirety.

Article 12

UNCOVERING AND CORRECTION OF WORK

12.1 Uncovering of Work

12.1.1 Change each instance of the word "Architect's" to "Prime Professional's", change the word "Architect" to "Prime Professional",

and add the words “*or Contract Sum*” at the end of this sentence.

12.1.2 Change each instance of the word “*Architect*” to “*Prime Professional*”.

12.2 Correction of Work

12.2.1 Change the word “*Architect*” to “*Prime Professional*” and the word “*Architect’s*” to “*Prime Professional’s*”.

12.2.2.1 Change the word “*Architect*” to “*Prime Professional*”.

Article 13
MISCELLANEOUS PROVISIONS

13.1 Governing Law

Change this Paragraph to read as follows:

The Contract shall be governed by the laws of the State of Mississippi.

13.3 Rights and Remedies

13.3.2 Change the word “*Architect*” to “*Prime Professional*”.

13.4 Tests and Inspections

13.4.1 Change each instance of the word “*Architect*” to “*Prime Professional and Commissioning Authority Professional*”.

13.4.2 Change the first two instances of the word “*Architect*” to “*Prime Professional*” and the second two instances of the word “*Architect*” to “*Prime Professional and Commissioning Authority Professional*”.

13.4.3 Change the word “*Architect*” to “*Prime Professional’s and Commissioning Authority Professional’s*”.

13.4.5 Change each instance of the word “*Architect*” to “*Prime Professional and/or the Commissioning Authority Professional*”.

13.5 Delete this Paragraph in its entirety.

Article 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 Termination by the Contractor

14.1.1.3 Change the word “*Architect*” to “*Prime Professional*”.

14.1.1.4 Delete this Clause in its entirety.

14.1.3 Change the word “*Architect*” to “*Prime Professional*”.

14.1.4 Change the word “*Architect*” to “*Prime Professional*”.

14.2 Termination by the Owner for Cause

14.2.1.1 Delete the word “*repeatedly*” from this Clause.

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14.2.1.3 Delete the word “repeatedly” from this Clause.

14.2.1.3 Delete the word “or” from this Clause.

14.2.1.4 Change the period to a semi-colon and add the word “or” to this Clause.

14.2.1.5 Add a new Clause as follows:

fails to achieve Substantial Completion of the Project within the time limits established by the Contract Documents.

14.2.2 Change the word “Architect” to “Prime Professional” and change the words “certification by” to “advice of”.

14.2.4 Change the word “Architect’s” to “Prime Professional’s”.

Article 15

CLAIMS AND DISPUTES

15.1 Claims

15.1.2 Change this Subparagraph to read as follows:

Commencement of Statutory Limitation Period

The Owner and Contractor shall commence all claims and causes of action within the time period specified by applicable state law.

15.1.3.1 Change each instance of the word “Architect” to “Prime Professional”.

15.1.4 Change this Subparagraph to read as follows:

Where both the Owner and the Contractor concur with the Initial Decision Maker’s decision, the Contract Sum and Contract Time shall be adjusted in accordance with Article 7 and the Prime Professional will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

15.1.7 Delete this Subparagraph in its entirety.

15.2 Initial Decision

15.2.1 Change this Subparagraph to read as follows:

Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3 and 10.4, shall be referred to the Initial Decision Maker for initial decision. The Prime Professional will serve as the Initial Decision Maker. An initial decision by the Initial Decision Maker shall be required as a condition precedent to arbitration or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered by the Initial Decision Maker. The Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

15.2.2 Change the words “approve the Claim” to “recommend approval of the Claim to the Owner”.

15.2.4 Change the words “reject or approve the Claim” to “recommend rejection or approval of the Claim to the Owner”.

15.2.5 Change the Subparagraph to read as follows:

The Initial Decision Maker will render an initial decision to recommend approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision recommendation shall (1) be in writing; (2) state the

reasons therefor; and (3) notify the parties and the Prime Professional, if the Prime Professional is not serving as the Initial Decision Maker, of any recommended change in the Contract Sum or Contract Time or both. Where the Owner concurs with the recommendation it is binding on the parties but subject to arbitration or litigation.

15.2.6 Delete this Subparagraph in its entirety.

15.2..6.1 Delete this Clause in its entirety.

15.3 **Mediation**

15.3.1 Delete this Subparagraph in its entirety.

15.3.2 Delete this Subparagraph in its entirety.

15.3.3 Delete this Subparagraph in its entirety.

15.3.3 Delete this Subparagraph in its entirety.

15.3.4 Delete this Subparagraph in its entirety.

15.4 **Arbitration**

15.4.1 Delete this Subparagraph in its entirety.

15.4.1.1 Delete this Clause in its entirety.

15.4.2 Delete this Subparagraph in its entirety.

15.4.3 Delete this Subparagraph in its entirety.

15.4.4 Delete this Subparagraph in its entirety.

15.4.4.1 Delete this Clause in its entirety.

15.4.4.2 Delete this Clause in its entirety.

15.4.4.3 Delete this Clause in its entirety.

15.5 Add a new Paragraph as follows:

Arbitration Procedures for the Owner

All matters of dispute arising out of any agreement with the Owner or Owner's Board for planning, design, engineering, construction, erection, repair, or alteration of any building, structure, fixture, road, highway, utility or any part thereof, or any agreement with the Owner or Owner's Board for architectural, engineering, surveying, planning, and related professional services which provides for mediation or arbitration, shall comply with the following course for resolution. No arbitration hearing shall be granted on any claim in excess of One Hundred Thousand Dollars (\$100,000.00).

15.5.1 Add a new Subparagraph and Clauses as follows:

Conditions Precedent to Arbitration

.1 The aggrieved party must first notify opposing party in writing in detail of the matter(s) in dispute the amount involved and

the remedy sought. Such writing shall include copies of any documents, writings, plans, or other matter pertinent to the resolution of the dispute. The Director/Head of the Owner and a principal of the opposing party shall be the proper parties for such notice and shall be active parties in any subsequent dispute resolution.

- .2 If the dispute cannot be satisfactorily resolved, within thirty (30) days of the complaint being rejected in writing by either party, notice by certified mail shall be given to the Director or Head of Owner or Owner's Board. A copy of the notice shall be sent by certified mail to the opposing party. Such notice shall be in writing setting forth in detail the matter(s) in dispute, the amount involved, the remedy sought and state that informal resolution between the parties cannot be reached. Such writing shall include copies of any documents, writings, plans, or other matter pertinent to the resolution of the dispute. Opposing party shall have the opportunity to set forth in writing a rebuttal with pertinent documents attached. At the sole discretion of the Deputy Director, oral testimony may be had on the matter.*

15.5.2 Add a new Subparagraph as follows:

Requests for Arbitration

Within thirty (30) days of a claim being rejected in writing by the Director or Head of Owner or Owner's board, either party may request arbitration. Notices for requests for arbitration shall be made in writing to the Executive Director / Director of Owner or Owner's Board. Such notice shall set forth in detail the matter(s) in dispute, the amount involved, and the remedy sought. A copy of the request shall be mailed to the opposite party. The party requesting arbitration must deposit the sum of two hundred (\$200.00) with its request as a deposit against costs incurred by the arbitrators. Each party will be notified in writing in any manner provided by law of certified mail not less than twenty (20) days before the hearing of the date, time and place for the hearing. Appearance at the hearing waives a party's right to notice.

15.5.3 Add a new Subparagraph as follows:

Selection of Arbitrators

Upon request for arbitration, a panel of three (3) arbitrators shall be chosen. One (1) member shall be appointed by the Executive Director / Director or Head of Owner or Owner's Board. One (1) member shall be appointed by the executive director of a professional or trade association which represents interests similar to that of the non-state party. The third member shall be appointed by the first two.

15.5.4 Add a new Subparagraph as follows:

Hearings

*All hearings shall be open to the public. All hearings will be held in Jackson, Mississippi, unless another location is mutually agreed to by the parties. The hearings shall be conducted as prescribed by **Mississippi Code 1972, Annotated**, Sections 11-15-113, 11-15-115, and 11-15-117. A full and complete record of all proceedings shall be taken by a certified court reporter. The scheduling and cost of retaining the court reporter shall be the responsibility of the party requesting arbitration. The costs of transcription of the record shall be the responsibility of the party requesting such transcript. No arbitration hearing shall be held without a certified court reporter. Deliberations of the arbitrators shall not be part of the record.*

15.5.5 Add a new Subparagraph as follows:

Awards

Awards shall be made in writing and signed by the arbitrators joining in the award. A copy of the award shall be delivered to the parties by certified mail.

15.5.6 Add a new Subparagraph as follows:

Fees and Expenses

Reasonable fees and expenses, excluding counsel fees, incurred in the conduct of the arbitration shall be at the discretion of

the Arbitrator except each party shall bear its own attorney's fees and costs of expert witnesses.

15.5.7 Add a new Subparagraph as follows:

Modifications, Confirmations, and Appeals

All modifications, confirmations and appeals shall be as prescribed by Mississippi Code 1972, Annotated, Section 11-15-123 et seq. All awards shall be reduced to judgment and satisfied in the same manner other judgments against the State are satisfied.

15.5.8 Add a new Subparagraph as follows:

Secretary for the Arbitrators

All notices, requests, or other correspondence intended for the arbitrators shall be sent to Executive Director / Director / Head of Owner or Owner's Board.

PART 2 – FEDERAL REQUIREMENTS

2.01 **APPLICABILITY**

When project funding includes Federal funds, the applicable Federal Labor Standards Provisions will be included herein, to which the Contractor, and all Subcontractors, shall be subject to. Where no such pages are included, then no special provisions shall apply.

PART 3 - WAGE RATES

3.01 **GENERAL**

When project funding includes Federal funds, the applicable Federal Government Wage Determinations will be included herein, to which the Contractor, and all Subcontractors, shall be subject to. Where no such pages are included, then no special wages shall apply.



THE CITY OF OXFORD

Specifications

Temporary Ice Skating Rink for Holly Jolly Holiday

**107 Courthouse Square
Oxford, Mississippi**

Mayor

Robyn Tannehill

Board of Alderman

Erin Smith, Ward I

Mark Hulse, Ward II

Brian Hyneman, Ward III

Kesha Howell-Atkinson, Ward IV

Preston Taylor, Ward V

Jason Bailey, Pro-Tem, Ward VI

Mary Margaret Crowe, Alderman At-Large

107 Courthouse Square
Oxford, Mississippi 38655

July 2025

I. Technical Specifications

A. The prospective bidder agrees to provide, install, and maintain the following:

- 40' x 80' ice skating rink with sides (curved or 90 degree corners). The skating area will be 3,200 square feet.
- High Efficiency Refrigeration Chiller adequate to control ice for the ice rink. The chiller shall include a heat pump, Glycol tanks and dasher board for the 3,200 square foot ice rink.
- 225 ice skates of various sizes.
- Skating aids (10 or more).
- Technician(s) needed for ice skate setup and breakdown.
- Maintenance technician for repair and maintenance service during event. If the skating rink has to be closed for repair, a maintenance technician must be able to be on-site and to repair the rink to full operational status within 24 hours. If the equipment is not working for more than 24 hours, resulting in loss of revenue from the City of Oxford, then the average daily sales will be deducted from final pay app.
-

B. The City of Oxford will provide the following items necessary for operation of the ice skating rink:

- Power source for skating rink within 20 feet of skating rink. 480 volts 3 phase 60 Hz 200 amps
- Tap water connection and fees for water use.
- Covered, level, concrete deck area for installation.
- Fork lift to unload materials.

II. Installer's requirements

- Installers must provide references for similar projects upon request.
- Insurance requirements are listed in Article 11.
- The equipment must be in good working order. Damages resulting from unloading or loading are the responsibility of the installer.
- If the equipment is not working for more than 24 hours, resulting in loss of revenue from the City of Oxford, then the average daily sales will be deducted from final pay app.

III. Performance requirements

The equipment provided should be in good working order. Damages to equipment during unloading or loading is the responsibility of the bidder. The City of Oxford is not responsible for any damages to equipment resulting from installation and maintenance of the product.

A bid bond (or 5% certified check) and a performance bond will be required for this contract. Per the terms on Bonds General Conditions (Page 15), "The Performance Bond is for an amount equal to the full amount of said Contract".

IV. Pre-Bid Conference

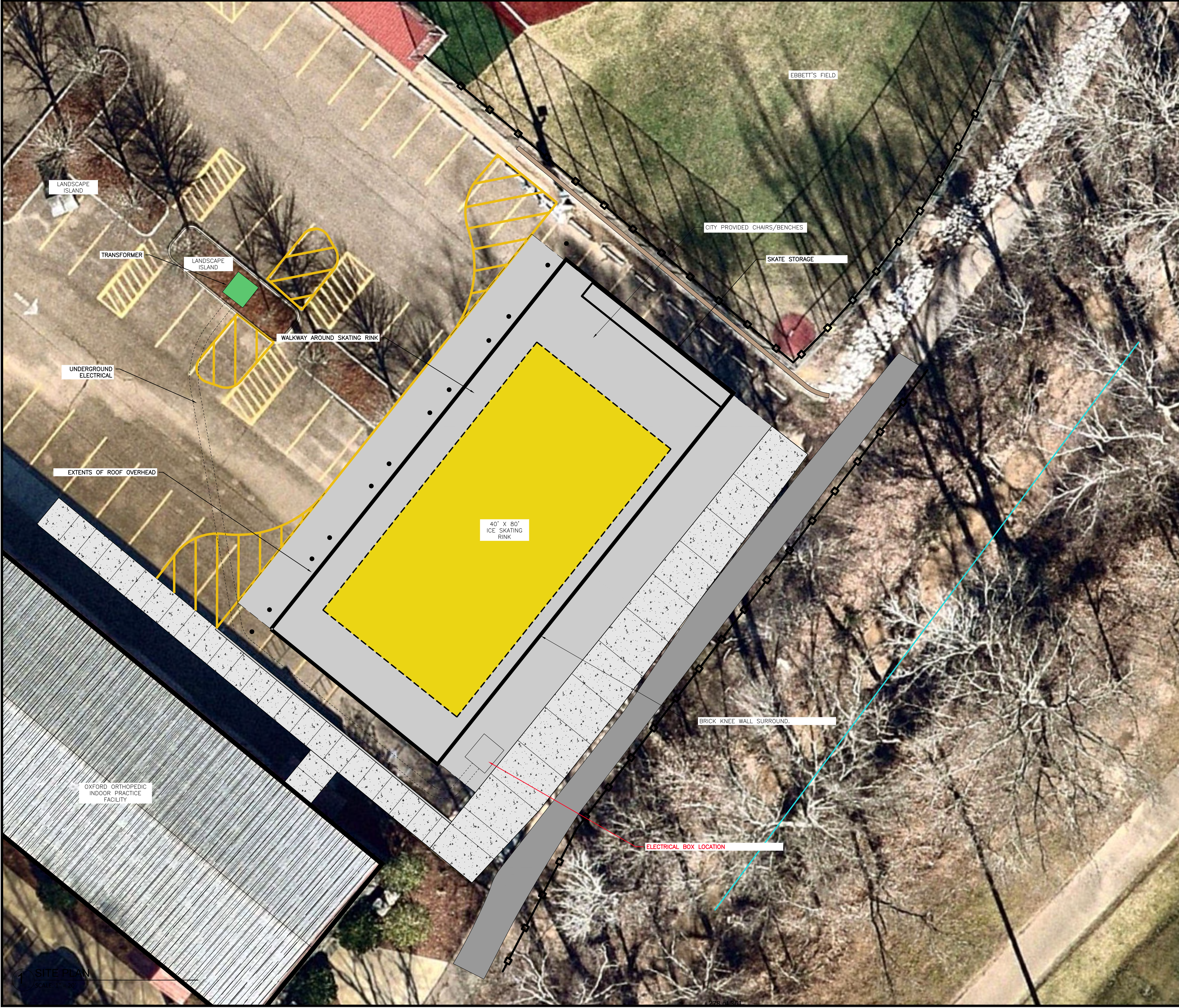
A non-voluntary pre-bid meeting will be held at the mTrade Park Pavilion at 11:00 am on August 19th. Potential bidders are highly encouraged to attend the pre-bid meeting.

V. Ice Skating Rink Location See Appendix A

Appendix A

Location of Temporary Ice Skating Rink

C:\Users\mlevy\Downloads\mTrade_skating_rink.dwg SAVE:7/23/2025 3:56 PM PLOT:7/30/2025 9:42 AM



- NOTES:
1. TEMPORARY SKATING RINK LAYOUT MAY BE ADJUSTED IN FIELD. THE DRAWINGS ARE ILLUSTRATIVE ONLY.
 2. SEE PLAN DOCUMENTS FOR SLAB DEPTH, SLAB SLOPES, AND PLACEMENT OF INTERIOR UTILITIES.
 3. THE LOCATION OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE ONLY. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL CONTACT THE UTILITY OWNERS AND REQUEST THEM TO PROPERLY LOCATE THEIR RESPECTIVE UTILITY ON THE GROUND.

FLAT CONCRETE PAVING

40' X 80' ICE SKATING RINK

mTrade Park Pavilion
Temporary Ice Skating Rink Layout
328 Old Sardis Road
Oxford, Mississippi

REVISIONS:

DATE: 07/30/2025
DRAWN BY: Mark Levy

SITE PLAN

SHEET NO.

L100

8/26/2025
OFFER N° 92_0001.25

RFP 2025-0021 Temporary Ice Skating Rink for Holly Jolly Holiday

To the kind attention to:
City of Oxford, MS

Industrial Frigo Ice USA
200 Hope Steet
Longwood, FL 32750
ph. 407-868-6767

Primary contact
Jorge Pinoncély
Sales Area Manager North America
sales02@industrialfrigoiceusa.com

Secondary contact
Simone Mondini
Sales Area Manager
simone@industrialfrigoice.com

Authorized signatory name and title
Roberto Penocchio
CEO

Dear City of Oxford,

Please find enclosed our bid for the Temporary Ice Skating Rink for Holly Jolly Holiday at City of Oxford, MS. Industrial Frigo Ice USA is exceptionally qualified to meet the terms and fulfill the obligations of your request. Our proposal includes the provision, delivery, installation, training of city staff, and subsequent removal post-event of a complete 40x80 ft (3,200 SF) portable ice rink package.

Industrial Frigo has been manufacturing commercial refrigeration systems worldwide since 1970 and Portable Ice Rinks since 2008. And as the manufacturer, we can assure you that all required equipment will be onsite in working order throughout the entire scope of the event.

Since Industrial Frigo Ice USA is the manufacturer and not a secondary equipment supplier, we are not subject to the supply chain issues currently affecting the industry. Our portable chillers are designed to operate quietly and to be more compact, allowing for easier integration into your event space.

Moreover, we engage our full range of staff, including engineers, technicians, and craftsmen, who possess first-hand knowledge of every piece of equipment in our portable rink package. This hands-on approach guarantees top-notch customer service.

We are capable of scaling the rink size according to your available footprint. If awarded the contract, we will conduct a site visit to obtain exact measurements as necessary. City of Oxford's rink staff will have 24-hour technical support for the duration of your event.

Statement of Compliance, Legal, Law, Financial and Insurance and Capacity

We hereby confirm our compliance with the sample contract terms and conditions set forth in this Request for Proposal. If awarded the contract, we agree to adhere to and be bound by all terms and conditions as outlined.

Industrial Frigo Ice USA also confirms its legal and financial capacity to execute the City of Oxford's Portable Ice Rink project. With decades of experience, robust resources, and compliance with all regulations, we are equipped to deliver high-quality services efficiently and reliably.

As for insurance coverage, a Certificate of Insurance (COI) will be provided with an endorsement letter naming City of Oxford as additional insured. The managed standard coverage limits are stated in the RFP.

Statement of Ability to Provide Services

Industrial Frigo Ice USA affirms that we have the resources, expertise, and capacity to provide the services requested in the City of Oxford Request for Proposals for Ice Rink Rental. We are fully prepared to deliver and operate the seasonal ice rink in accordance with the specifications outlined in the RFP.

Statement Regarding Resident Contractor Preference Law

Industrial Frigo Ice USA, whose principal place of business is in Longwood, Florida, hereby states that the State of Florida has no resident contractor preference law applicable to public works projects.

This statement is provided in compliance with Mississippi Code §31-3-21(3) and the requirements of the City of Oxford Request for Proposals for Ice Rink Rental.

Acknowledgment of Addendum No. 1

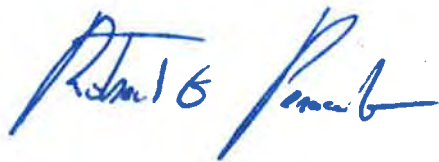
Industrial Frigo Ice USA acknowledges receipt of Addendum No. 1, dated August 22, 2025, regarding the City of Oxford Request for Proposals for the Temporary Ice Skating Rink for Holly Jolly Holiday.

We have reviewed the contents of the addendum and have incorporated any related requirements into our proposal.

Thank you for your consideration,
Sincerely,

(X)

Roberto Penocchio
CEO

A handwritten signature in blue ink, appearing to read 'Roberto Penocchio', is written over a faint, larger version of the same signature.

Meet the Industrial Frigo Ice USA Team

The team designated for City of Oxford possesses extensive experience spanning several decades in the fields of design, installation, engineering, and training related to Industrial Frigo Ice USA products and processes.

The team will be led and supported as follows.

Jorge Pinoncély – Account Sales Manager, Industrial Frigo Ice USA. Jorge has managed the expansion of Industrial Frigo into North American and Latin American markets, bringing extensive experience with attractions of varying sizes and complex design challenges. He will act as the primary point of contact for City of Oxford, overseeing the creation of the team designated to provide support. Additionally, he will handle administrative and logistical coordination between the City of Oxford and the Industrial Frigo Ice USA engineering and installation teams.

Michele Arici – Technical Supervisor, Industrial Frigo Ice since 1998. Michele will be responsible for the oversee of the entire technical project which includes creating all scope of project and design documents from inception to the final launch of the rink.

Cesar Quintero – Lead Engineer & Refrigeration Specialist, Industrial Frigo Ice USA. Cesar has been with Industrial Frigo Ice for 16 years leading rink teams in the field throughout the world. Cesar will lead the production team consisting of technicians and craftsmen to ensure completion of each phase of deliverables.

Gustavo Coltri – Head Technician & Refrigeration Specialist, Industrial Frigo Ice USA. Gustavo has been with Industrial Frigo for 18 years delivering turnkey projects as lead technician & refrigeration specialist. Gustavo will join Mr. Quintero and oversee a team of craftsmen to install and deliver the rink. Mr. Coltri will also be responsible for training all rink employees who will interact with the rink and/or chiller system.

Simone Busi & Ferruccio Panzoni – Lead Technicians & Refrigeration Specialists, Industrial Frigo Ice USA. A part of the vast team of professionals that has been developing for more than 12 years accomplishing worldwide ice and snow experiences installations. Simone and Ferruccio will be an essential piece of the team in North America this 2025-2026 winter season.

Current Projects

Industrial Frigo Ice has dozens of Ice Rink Projects around the world, ranging from Small Portable Rink Packages to Professional Sized Hockey Rinks. But, included within are a few examples of some of our current projects similar in scope to the Seasonal Ice Rink at City of Oxford. While each one is customized to meet customer's needs and expectations, the main rink package for the events below is visually consistent with what you can expect

Small Rink, 40x65 ft (2,600 SF)

These images are meant to illustrate small-scale rinks up to 2,600 SF.



Ruidoso Ice Skating Rink – Ruidoso, NM

Standard Rink, 50x80 ft (4,000 SF)

These images are meant to illustrate standard rinks up to 4,000 SF.



Harbaugh Village – Mullica Hill, NJ



Evans on Ice – Evans, GA

Industrial Frigo Ice USA's "Small" Ice Rink packages range from 2,600 SF to 4,000 SF, and even though our proposal is for a 40x80 ft (3,200 SF) rink it can be scaled up or down to maximize your event space.

Each package includes everything necessary to create and operate the rink including a high-efficiency Chiller, Insulation, Tubing, Pumps & Hoses, Dasher Board Systems, Skates with Cabinets, Rubber Mats, and Skate Tutors along with Mobilization, Installation, Training and Removal.

What is NOT included in this package are: Site Leveling Platform (if needed), Electric Cable from City Power source to the Chiller, Event Seating & Tenting. We do assist and encourage customers to source locally to save on material costs & shipping.

References

A list of Industrial Frigo Ice USA clients for winter projects over the past three years is available upon request.

- Matt DeRose – Heritage Hills Golf Resort, York, PA (717) 324-0706
- Dan Teehey – The Rink at Uptown Mt. Sterling, IL (773) 988-9996
- Mike Boerner – Evans on Ice, GA (706) 244-9125
- Bryan Smith – Friends of Portsmouth, OH (740) 981-3126
- Kyle Clark – Cullman Christkindlmarkt, AL (205) 496-2039

Other Services

As well, Industrial Frigo Ice USA provides a different kind and next-level Ice and Snow entertainment, offering professional family-friendly attractions:

Ice and Snow Parks



Snow Playgrounds



Indoor and Outdoor Ice Slides



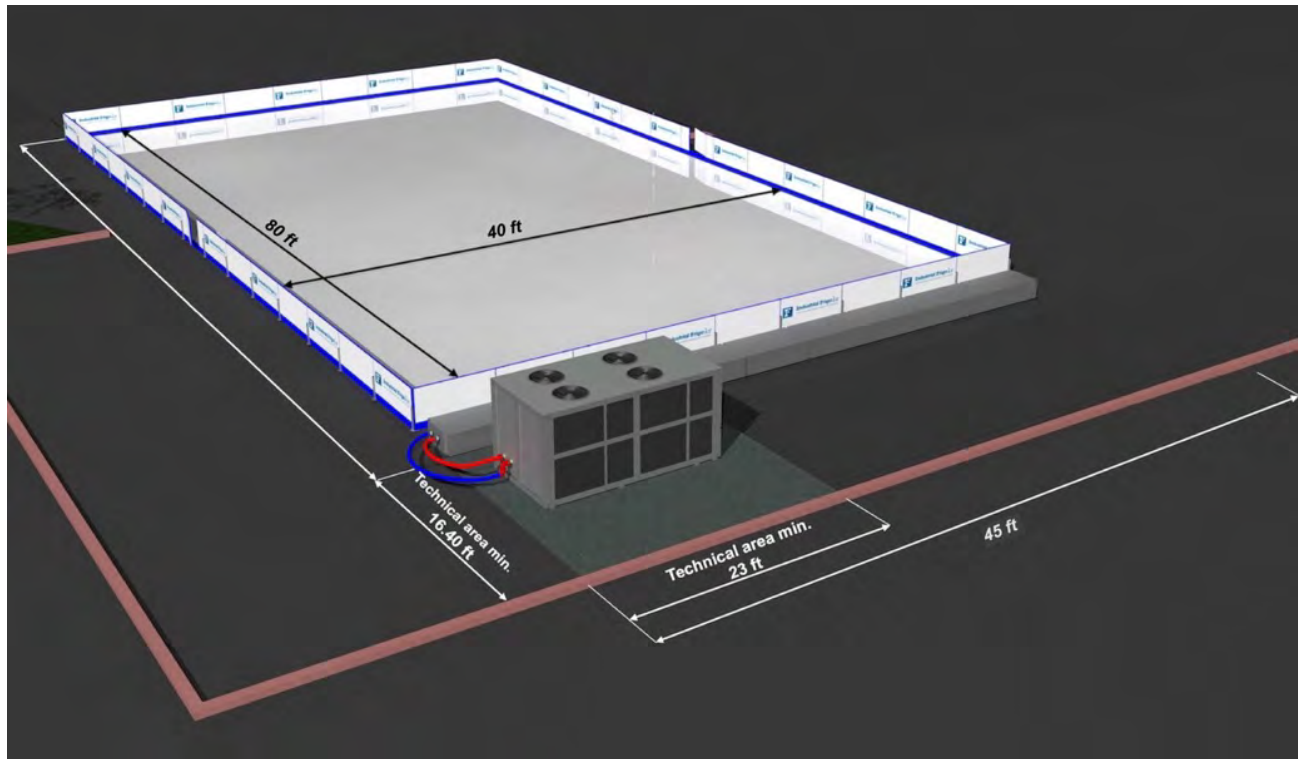
Budgetary offer for the turnkey project rental

Running period: 11/22/2025 - 01/04/2026

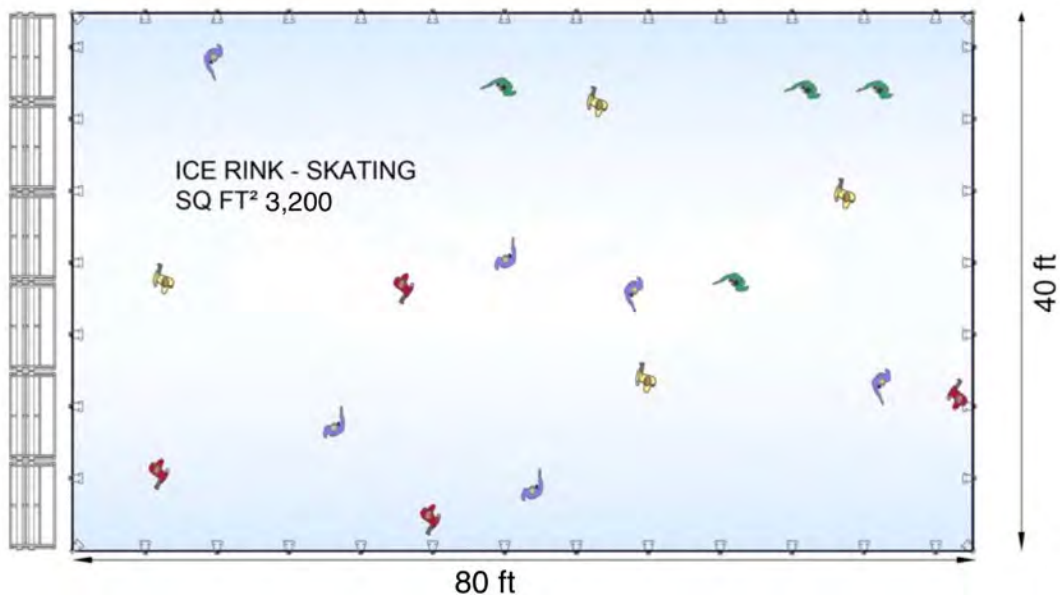
RINK's SIZE 40 X 80 feet = Total surface 3,200 SF

Pos	Description	Quantity	Remarks
1	High Efficiency Refrigeration Chiller: Pump and Tank integrated into the frame	n.1, GRAV130 or similar	3 phase – 460V – 60Hz
2	Floor insulation for Temporary Ice Rink	3,200 SF	Ice mats below the surface
3	Ethylene Glycol tanks	Yes	
4	Header Iceboxes	n.6	
5	Flexible pipe for connection from Chiller to Header Ice Boxes: standard length up to 30 ft	Yes	
6	Portable Ice Rink Piping System	by total of SF	
7	Dasher board POLYETHYLENE white	by number of feet	Recreational type, securing the skating surface
8	Borders POLYETHYLENE Entrance door	n.1	
9	Borders POLYETHYLENE Ice Resurfacer door	n.1	
10	Ice skates	225 pairs	Sharpened, ready to skate, assorted sizes
11	Cabinets for skates	n.3	Storage and display for skates
12	Skating aids/Tutors	n.10	Plastic ride-on tutors: dolphin/whale
13	Manual maintenance tool – Ice resurfacer	n.2	
14	Shipping		Included
	SUBTOTAL		\$ 69,500
15	Installation, disassembly & training		Included
16	Taxes		Included
	ICE RINK RENTAL TOTAL		\$ 69,500

RINK LAYOUT & DESIGN



* Technical areas' location to be confirmed



* Entrance to Ice Rink location to be confirmed

CHILLERS



SKATES + CABINET

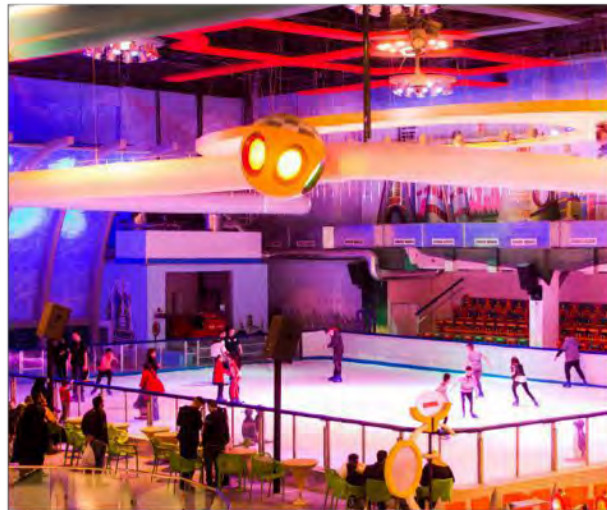


Industrial Frigo USA Inc.
200 Hope Street
Longwood, Florida 32750

Phone: +1 (407) 868 6767
E-mail: sales02@industrialfrigoiceusa.com
Website: www.industrialfrigoiceusa.com



INDOOR PHOTO GALLERY



OUTDOOR PHOTO GALLERY



PROFESSIONAL ICE RINKS PHOTO GALLERY



TERMS & CONDITIONS OF SALE

PAYMENT TERMS:

- 40% – Deposit to guarantee rink
- 50% – 30 days Prior to Delivery & Installation
- 10% – 7 days Upon Completion of Installation

OFFER VALIDITY: 30 days

NOT INCLUDED IN THE PRICE:

- Water
- Electricity

INSTALLATION & TRAINING:

- 01 technician from Industrial Frigo Ice is required for installation, customer to provide 4 workers and hotel room for Industrial Frigo Ice tech.
- Supplier's site approval: An inspection will be carried out by Supplier's staff prior to the installation to verify the location requirements.
- Technician training: will be available during installation for any person(s) requested by customer.

CUSTOMER CHARGES:

- Loading and unloading our equipment and materials to the working area and their storage into a safe area.
- The construction phase will occur within 5 (five) to seven (seven) days prior to the rink opening. The work site will be kept free of debris, water and electricity must be available.
- Manpower: the Customer must provide manpower as requested above during installation as listed above.
- Site supervision 24/7. The protection of machinery, equipment, means and materials, including third parties, which could be damaged during the execution of the work.
- Forklift 8,000 lbs. capacity for unloading materials and placement.
- Platform or floor leveling.

MAIN EXCLUSIONS:

- Permits, Insurance, State taxes, local taxes any other applicable taxes. Ground preparation works to be performed by Industrial Frigo accordingly.
- Tap water connection.
- Electrical: the connection of the chiller to the power grid. 3 phase, 460v, 60Hz.
- Day-to-day management and operational staffing of the rink.
- Anything that is not specifically listed and quoted in this document.

For Industrial Frigo Ice USA

(X)

Roberto Penocchio
CEO

CLIENT'S NAME, STAMP & SIGNATURE

Please send back to: info@industrialfrigoice.com

Industrial Frigo USA Inc.
200 Hope Street
Longwood, Florida 32750

Phone: +1 (407) 868 6767
E-mail: sales02@industrialfrigoiceusa.com
Website: www.industrialfrigoiceusa.com



REQUIRED ASSISTANCE FROM CUSTOMER

PRIOR TO THE INSTALLATION OF THE ICE RINK

- Ensure the site is prepared and foundation leveled according to the agreed specifications.
- Arrange for any necessary permits and inspections.
- 3 phase, 460V and 200A per chiller, or as agreed.
- 300 kcmil copper cable or 400 kcmil aluminum cable for electrician to connect the Chiller to the main power board. Consider 30 ft as max. distance between Chiller and main power board.
- Access to standard water garden hose connection with minimum 45 psi.
- 01 standard water hose to reach entire length of the rink from the source + standard hose spray nozzle.
- Loading and unloading our equipment and materials to the working area and their storage into a safe area as it arrives:
 - 8,000 lb. capacity forklift with charged battery or gas, as required.
- Local team preparations:
 - Provide a designated contact person for local and tech. Communication.
 - Provide a list of personnel that will receive the training during installation.
- As equipment and accessories arrive, unload and secure in on-site premises.

DURING THE INSTALLATION/DEINSTALLATION

- Ensure on-site storage space for equipment and tools.
- Local team start activities:
 - Ensure the agreed workforce team and meet with IF tech lead on his arrival.
 - Team required by installation start day and deinstallation start day:
 - 01 electrician, to connect/disconnect Chiller(s) to power and confirm electric stability.
 - 04 workers for 03 days for rink installation/deinstallation.
 - 01 worker for 03 nights after ice rink installation for ice building and first ice maintenance.
 - Local venue operations head and security personnel.
 - Equipment and materials required for installation and deinstallation:
 - 8,000 lb. capacity forklift with charged battery or gas for both installation and deinstallation.
 - 300 kcmil copper cable or 400 kcmil aluminum cable for electrician to connect to the Chiller to the main power board.
 - 01 standard water hose + standard hose spray nozzle, by total ice rink length + location of hose connection feet req.
 - 50-100 ft. medium duty outdoor extension cord.
 - Standard power outlet for power tools (110v) on-site.
- Lodging for the 01 technician from Industrial Frigo whilst installation and deinstallation.
- Address any questions or concerns promptly with the project manager or the techs.



WINNING SOLUTIONS

ICE & SNOW RIDES MANUFACTURER



Industrial Frigo^{*}*ice*

ICE & SNOW RIDES MANUFACTURER

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/03/2024	
PRODUCER BENSON INSURANCE INC ADAM BENSON 308 CAMBRIDGE BLVD WINTER PARK, FL 32789		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED INDUSTRIAL FRIGO USA INC. 200 HOPE ST LONGWOOD, FL 32750		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: CAPITOL SPECIALTY INSURANCE CORP.	10472
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	Y	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJ JECT ☐ LOC	: BR20221991-03	11/16/2024	11/16/2025	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS > COMP/OP AGG	\$ 2,000,000
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY > EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A	Y	EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$	BX20221992-03	11/16/2024	11/16/2025	EACH OCCURRENCE	\$ 4,000,000
						AGGREGATE	\$ 4,000,000
						PRODUCTS COMPLETED	\$ 4,000,000
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUS, TORY LIMITS	OTH ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE > EA EMPLOYEE	\$
						E.L. DISEASE > POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
PORTABLE ICE SKATING RINK SALES AND RENTAL COMPANY LOCATION OF RENTAL: MTRADE PARK PAVILION, OXFORD, MS

CERTIFICATE HOLDER	CANCELLATION
CITY OF OXFORD 107 COURTHOUSE SQUARE OXFORD, MS 38655	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 



THE CITY OF
OXFORD

INVITATION TO BID

Temporary Ice Skating Rink for Holly Jolly Holiday

**107 Courthouse Square
Oxford, Mississippi**

Mayor

Robyn Tannehill

Board of Alderman

Erin Smith, Ward I

Mark Huelse, Ward II

Brian Hyneman, Ward III

Kesha Howell-Atkinson, Ward IV

Preston Taylor, Ward V

Jason Bailey, Pro-Tem, Ward VI

Mary Margaret Crowe, Alderman At-Large

107 Courthouse Square
Oxford, Mississippi 38655

July 2025

July 30, 2025

NOTICE TO BIDDERS

The Mayor and Board of Aldermen of the City of Oxford, Mississippi, will receive sealed bids for the following project:

Temporary Ice Skating Rink for Holly Jolly Holiday

The CITY OF OXFORD is seeking bids from qualified companies to provide, install, and maintain a 40' x 80' ice skating rink from November 22nd 2025 until January 4th 2026 at mTrade Park in Oxford, Mississippi. The technical specifications are available to view free of charge at oxfordmsbids.com. Bidders are encouraged to download and review documents prior to submission. A non-voluntary pre-bid meeting will be held at the mTrade Park (the site) outdoor pavilion (328 Highway 314, Oxford, MS) on at 11:00 am on August 19th.

Bids may be submitted via hand-delivery, US Mail, or electronic submission. All bids are due on or before **Thursday, August 28nd at 11:00 am** at which time qualified bids will be publicly opened. Bids must be accompanied by a bid bond or certified check not less than 5% of the total bid.

Submit sealed hard copies via hand-delivery or mail to:

City of Oxford
Temporary Ice Skating Rink for Holiday Jolly Holiday
107 Courthouse Square
Oxford, MS 38655

Electronic submission may be uploaded to:

www.oxfordmsbids.com

For questions regarding website registration and online orders, please contact Plan House Printing at (662) 407-0193.

For questions regarding the technical specifications, please contact Mark Levy at (662) 236-1206 or mlevy@oxfordms.net

The project will be awarded based on the best-qualified bid and is subject to the approval by the Mayor and Board of Aldermen. The Board of Aldermen reserves the right to reject any and all bids and to waive any and all informalities.

Publish:

Wednesday, July 30, 2025
Wednesday, August 6, 2025

July 30, 2025

INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

- 1.01 **QUESTIONS:** Questions should be directed to the Professional. Should a Bidder find discrepancies in, or omissions from, the procurement documents, or be in doubt as to their meaning, the Bidder should immediately notify the Professional. The Professional will send written instruction(s) or interpretation(s) to all known holders of the documents. Neither the Owner, nor the Professional, will be responsible for any oral instruction or interpretation.
- 1.02 **BIDDER'S QUALIFICATIONS:**
- A. **Certificate of Responsibility:** The Mississippi State Board of Contractors is responsible for issuing Certificates of Responsibility to Contractors. To be awarded a Contract for public work, Sections 31-3-15 and 31-3-21 of the **Mississippi Code of 1972, Annotated** requires a Contractor to have a current Certificate of Responsibility at bid time and during the entire length of the job. The Certificate of Responsibility number issued becomes a significant item in all public bidding.
 - B. **Bid Under \$50,000:** If a Bidder submits a bid not exceeding \$50,000, no Certificate of Responsibility number is required; however, a notation stating the *bid does not exceed \$50,000* shall appear on the face of the envelope, or a Certificate of Responsibility number.
 - C. **Bid Over \$50,000:** Each Bidder submitting a bid in excess of \$50,000 shall show its Certificate of Responsibility number on the bid and on the face of the envelope containing the bid.
 - D. **Joint Venture Bid:** When multiple Contractors submit a joint venture bid in excess of \$50,000, a *joint venture* Certificate of Responsibility number shall be shown on the bid and on the face of the envelope containing the bid. If the Multiple-Contractor joint venture has no *joint venture* Certificate of Responsibility number, each of the Contractors participating in the bid shall indicate their individual Certificate of Responsibility numbers on the bid and on the face of the envelope.
- 1.03 **NON-RESIDENT BIDDER:** When a non-resident Bidder (a Contractor whose principal place of business is outside the State of Mississippi) submits a bid for a Mississippi public works project, one of the following is required and shall be submitted with the Proposal Form: (Code 31-3-21(3))
- A. **Copy of Law:** If the non-resident Bidder's state has a resident Bidder preference law, a copy of that CURRENT law shall be submitted with the Proposal Form.
 - B. **Statement:** If the state has no such law then a statement indicating *the State of (Name of State) has no resident Contractor preference law* shall be submitted with the Proposal Form.
- 1.04 **DISQUALIFICATION OF BIDDER:** A Bidder may be disqualified for any of the following reasons:
- A. Failure to comply with the bid requirements.
 - B. Bidder is in arrears on existing Contracts with the Owner or another state agency, university, community college, or junior college.
 - C. Bidder is involved in an ongoing dispute related to the Bidder's execution, workmanship, or timely performance of a previous Contract with the Owner or another state agency, university, community college, or junior college.
 - D. Bidder has defaulted on a previous Contract with the Owner of another state agency, university, community college, or junior college.
- 1.05 **CONDITIONS OF WORK:** Each Bidder must fully inform himself of all conditions relating to the construction of the Project and employment of labor thereon. Failure to do so will not relieve a successful Bidder of obligations to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Bidder must employ methods, or means, which will not cause interruption of, or interference with, the work of any other Bidder, or Contractor.
- 1.06 **EXAMINATION OF SITE:** All Bidders, including the general Contractor and Subcontractors, shall visit the building site, compare the Drawings and Project Manual with any work in place and be informed of all conditions. Failure to visit the site will in no way relieve the successful Bidder from furnishing any materials or performing any work required to complete work in accordance with Drawings and Project Manual without additional cost to the Owner.
- 1.07 **LAWS AND REGULATIONS:** The Bidder's attention is directed to the fact that all applicable Mississippi state laws, rules and regulations of all authorities having jurisdiction over construction of the Project apply to the Contract.
- 1.08 **OBLIGATION OF BIDDER:** At the bid opening, each Bidder will be presumed to have inspected the site, read and

July 30, 2025

become thoroughly familiar with the Drawings and the Project Manual, including all addenda.

- 1.09 **BID DOCUMENT DEPOSIT AND RETURN:** The deposit amount, if any, shall be established as the estimated actual cost of copying and reproduction plus shipping via USPS standard Ground Transportation, is shall be indicated in the Advertisement for Bids. Bidders may request shipping via express carrier or expedited delivery at their own additional cost. Upon returning the documents to the Professional within ten (10) working days of the bid date and in good condition, all document holders will be refunded the full deposit amount. Further, any document holder who is awarded the contract, related subcontracts and/or vendor agreements may elect to retain their documents and request refund of the full deposit amount upon execution of the construction contract and approval of general contractor, however; such documents shall be counted toward the total number of copies furnished free of charge to the general contractor. No partial sets of documents will be issued. Selected trade organizations, plan rooms and web-based distribution networks will be issued one (1) set of documents without charge.

PART 2 - PROPOSAL FORM

- 2.01 **METHOD OF BIDDING:** Lump sum, single bids received on a general contract will include general, mechanical and electrical construction and all work shown on Drawings or specified in the Project Manual.
- 2.02 **PROPOSAL FORMS:** The Bidder shall make all proposals on forms provided and shall fill all applicable blank spaces without interlineations or alteration and must not contain recapitulation of the work to be done. No oral or telegraphic proposals will be considered.
- 2.03 **TIME OF COMPLETION:** The Bidder shall agree to commence work on, or before, a date specified in a written *Notice to Proceed* and fully complete the Project within the calendar days indicated on the Proposal Form.
- 2.04 **BASE BID AND ALTERNATES:**
A. On the Proposal Form, the Bidder shall write out the Base Bid amount in words and include the numerical amount. The written word shall govern.
B. The Proposal Form shall contain a brief description of each alternate modifying the scope. The Bidder shall write out the amount in words and include the numerical amount for each alternate. The written word shall govern.
- 2.05 **SUBSTITUTIONS:** No substitutions, qualifications or redefining of the Specification requirements are allowed to be marked on the Proposal Form, unless specifically required by the Bid Documents.
- 2.06 **ADDENDA:** Any addenda to the Drawings or Project Manual issued before or during the time of bidding shall be included in the proposal and become a part of the Contract. The Proposal Form will have ample space to indicate the receipt of addenda. When completing the Proposal Form, the Bidder shall list the Addendum number in spaces provided.
- 2.07 **BIDDER IDENTIFICATION:**
A. **Signature:** The Proposal Form shall be signed by any individual authorized to enter into a binding agreement for the Business making the bid proposal.
B. **Name of Business:** The name appearing on the Proposal Form should be the complete spelling of bidder's name exactly as recorded at the Secretary of State, which should also be the same as at the Mississippi State Board of Contractors.
C. **Legal Address:** The address appearing on the Proposal Form should be the same address as recorded at the Secretary of State, which should also be the same as at the Mississippi State Board of Contractors.
D. **Certificate of Responsibility Number(s):** The Certificate of Responsibility Number(s) appearing on the Proposal Form should be the same number appearing in the current Mississippi State Board of Contractors Roster.
- 2.08 **BID SECURITY:** The Bid Security shall be in the form of a Bid Bond, or a Certified Check:
A. **Bid Bond:** The Bidder may submit a Bid Bond by a Surety licensed in Mississippi in the amount of five percent (5%) of the base bid. The Bid Bond shall be duly executed by the Bidder, a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department OR signed by the Surety AND countersigned by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department (<https://www.mid.ms.gov> (or most up-to-date link) (No standard form is required for the Bid Bond.) Where bid is to be submitted electronically, a scanned copy of bid bond is acceptable.
B. **Certified Check:** The Bidder may submit a certified check made out to the *Owner* in the amount of five percent (5%) of the base bid. All checks received from Bidders will be returned upon request, unless a Bidder is one (1) of the three

July 30, 2025

(3) apparent low Bidders. The three (3) apparent low Bidder's checks will be held for forty-five (45) days, unless a Contract is awarded and executed in less time. Where bid is to be submitted electronically, certified check must be physically delivered to the address indicated on the Advertisement for Bids prior to the time and date stated.

- 2.09 **POWER OF ATTORNEY:** Each bid security must be accompanied by an appropriate Power of Attorney. No Power of Attorney is necessary with a certified check.

PART 3 - SUBMITTING THE PROPOSAL FORM

- 3.01 **SUBMITTAL:** A bid must be either submitted electronically via www.oxfordmsbids.com or physically delivered to the address indicated on the Advertisement for Bids prior to the time and date stated.

- A. **Physical Submittal:** If physically submitted, only one original of Bid Proposal shall be submitted which should be sealed in an opaque envelope marked, mailed or hand-delivered as shown below. If the Bid is mailed, the bid envelope shall be placed inside a second envelope to prevent inadvertent premature opening of the Proposal.

(In upper left hand corner)

Name of Firm (complete spelling of bidder's name and address – exact as recorded at the Secretary of State which should be the same as you applied for at the Mississippi State Board of Contractors)

(Bid shall be addressed and delivered to)

(In lower left hand corner)

Bid for Project # _____

Title _____

Using Agency _____

Under \$50,000.00 (add statement)

- B. **Electronic Submittal:** Bidders must be registered prior to submitting bids electronically. It is the responsibility of the Bidder to allow sufficient time to complete or confirm such registration before the date and time established to receive bids. Information on registration and bidding electronically may be found at www.oxfordmsbids.com. For further assistance e-mail Mark Levy at mlevy@oxfordms.net

- 3.02 **MODIFICATION TO BID:** A bidder may only modify the bid prior to the scheduled closing time indicated in the Advertisement for Bids in the following manner:

- A. **Physical Bid:** A modification may be written on the outside of the sealed envelope containing the bid.
B. **Electronic Bid:** Information and attachments may be modified and re-submitted.

- 3.03 **WITHDRAWAL OF BID:** Any bid may be withdrawn prior to the scheduled time for opening of bids. However, after the scheduled opening, bids may not be withdrawn until forty-five (45) calendar days after bid opening.

PART 4 - BID OPENING AND AWARD OF CONTRACT

- 4.01 **OPENING OF BIDS:** Bids will be publicly opened shortly after the time stated in the Advertisement for Bids. Bidder representatives are invited; however, attendance is not mandatory. Closure of agency preventing the opening of bids at the advertised date and time due to Force Majeure Event reasons will result in bids being received and publicly opened by the next business day that the agency shall be open and at the previously advertised time unless an Addendum is issued. Physical Bids without a Certificate of Responsibility on the outside of the envelope, or a statement indicating bid is under \$50,000.00, will not be opened. Electronic Bids where Certificate of Responsibility or statement indicating bid is under \$50,000.00 is not entered as response to required question will, not be considered.

- 4.02 **IRREGULARITIES:** The omission of any information requested on the Proposal Form may be considered as an informality, or irregularity, by the awarding public body when in their opinion the omitted information does not alter the

July 30, 2025

amounts contained in the submitted bid proposal, or place other Bidders at a disadvantage.

- 4.03 **PROTEST:** Any protest must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening.
- 4.04 **ERRORS:** Any claim of error and request for release from bid must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening. The Bidder shall subsequently and promptly provide sufficient documentation with the written request clearly proving an error was made. Failure to provide such documentation adequate to prove an error may result in forfeiture of Bid Security to the Owner.
- 4.05 **AWARD OF CONTRACT:** The Owner reserves the right to reject any or all bids. A Contract will be awarded (subject to receipt of an executable contract) on the basis of the lowest, responsive, responsible base bid, or lowest combination of base bid and those alternates selected by the Owner generally in the order listed unless a different order is determined to be in the best interest of the Using Agency and/or Owner and which produces a total within available funds. Where such bidder fails to enter into a contract, the Owner reserves the right to award to the next lowest responsive, responsible bidder or resolicit the project.
- 4.06 **FAILURE TO ENTER INTO A CONTRACT:** The Bidder shall forfeit the Bid Security to the Owner as liquidated damages for any of the following reasons:
- A. Prior to award, failure, or refusal, to furnish the names, classifications and COR #s of Sub-Contractors over Fifty Thousand Dollars (\$50,000.00) as well as entities who are to furnish materials or equipment fabricated to a special design within three (3) working days after receipt of Notice of Intent to Award the Contract.
 - B. Prior to award, failure, or refusal, to furnish substitute acceptable Sub-Contractors or entities within five (5) working days of when the Owner or Prime Professional has made reasonable objection to those initially submitted.
 - C. Following Notice of Award (subject to executable contract), failure, or refusal, to execute and deliver the Form of Agreement Between the Owner and the Contractor, the Performance and Payment Bond, and the Certificate of Insurance within ten (10) working days after receipt of same from the Professional.
- 4.07 **SECURITY FOR FAITHFUL PERFORMANCE:** Simultaneously, with delivery of the executed Contract, the Contractor will furnish a Surety Bond, or Bonds, as security for faithful performance, the payment of all persons performing labor on the project, and furnishing materials in connection with this Contract. The Surety on such Bond, or Bonds, will be a duly authorized surety company satisfactory to the Owner and meeting all of the following requirements:
- A. Licensed at the time of award by the State of Mississippi's Commissioner of Insurance for the purpose of providing surety. <https://www.mid.ms.gov> (or most up-to-date link)
 - B. Listed at the time of award in the Department of the Treasury's **Federal Register** as a company holding certificates of authority as acceptable sureties on Federal Bonds, commonly referred to as the Treasury List.
 - C. All Bonds shall be executed on the form provided in the Project Manual under Section 00 6100 entitled *Contract Bond*.
 - D. The Contract Bond shall be duly executed by the Bidder, a Surety licensed in Mississippi signed by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department OR signed by the Surety AND countersigned by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department with the name and address typed (or lettered legibly), and Surety Seal (preferably embossed). <https://www.mid.ms.gov> (or most up-to-date link)
 - E. All Bonds must be accompanied by an appropriate Power of Attorney dated same as Contract Bond and sealed (preferably embossed).

PART 5 - BIDDER'S CHECKLIST

The following checklist is for the Bidder's assistance only. It is not inclusive and does not have to be included with the Proposal Form when submitting a bid proposal.

5.01 **PROPOSAL FORM:** (only one original proposal form to be submitted)

Base Bid

(x) Write in the amount of the base bid in words and numbers. In the case of a conflict, the written word shall govern.

Alternates

() Write in each alternates amount in words and numbers. In the case of a conflict, the written word shall govern.

Addenda

(x) Acknowledge the receipt of each addendum by writing in the number of the addendum.

Acceptance

(x) Proposal is signed by authorized person

(x) Name of Business - complete spelling of bidder's name and address - exact as recorded at the Secretary of State

which should be the same as you applied for at the Mississippi State Board of Contractors.

(x) Legal address of the business listed above (at SOS and Contractor's Board)

() Correct Certificate of Responsibility Number(s) as it appears in the current MS State Board of Contractors Roster

Certificate of Responsibility Number(s)

() Base Bid is under \$50,000 and no number is required AND the statement "bid does not exceed \$50,000" is on the outside of the sealed envelope or statement included with electronic bid

OR () Base Bid is \$50,000 or more and number is required and is on the outside of the sealed envelope or included with electronic bid

() Joint Venture and *joint venture* number is required

OR () Joint Venture participants' numbers are required

5.02 **BID SECURITY:**

() Included Bid Bond

OR (x) Included Certified Check

5.03 **POWER OF ATTORNEY:**

() Included Power of Attorney

5.04 **NON-RESIDENT BIDDER:**

() Attached a Copy of Non-Resident Bidder's Preference Law

OR (x) Attached a Statement

5.05 **SUB-CONTRACTORS NAME:**

() List any Mechanical, Plumbing, and/or Electrical Sub-Contractors regardless of cost.

* List name even for under \$50,000 (see 5.06 regarding COR)

* Fire Protection Sprinkler Contractors do not have to be listed

* If there is a separate HVAC/Plumbing Sub-Contractor, so notate as mentioned herein

* If Mechanical, Plumbing, and/or Electrical Sub-Contractor is performed by the General, be sure the General has a COR for said discipline

* If there is no Mechanical, Plumbing, and/or Electrical Sub-Contractor listed, then use of Sub-Contractor to perform such scope will not be permitted.

5.06 **SUB-CONTRACTORS' COR NUMBER**

() * List Certificate of Responsibility Number for any listed Sub-Contractor over \$50,000.00

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*** END OF SECTION ***

July 30, 2025

PROPOSAL FORM

To: City of Oxford
107 Courthouse Square
Oxford, Mississippi 38655

Re: Project # 2024-0021
Project Title Temporary Ice Skating Rink for Holly Jolly Holiday
Location 328 Old Sardis Road, Oxford, MS 38655

I propose to complete all work in accordance with the Bid Specifications and Drawings by November 22nd, 2025 for the sum of:

BASE BID: (Write in the amount of the base bid in words and numbers. In case of conflict, the written word governs.)

Words: Sixty-nine thousand five hundred and 00/100 Dollars
Figures: (\$ 69,500.00)

ALTERNATES: (Write in the amount of all of the alternates in words and numbers. In case of conflict, the written word governs.)

Alternate #1 ☐ Adds ☐ Deducts
Words: _____ Dollars
(\$ _____)
Description: _____

Alternate #2 ☐ Adds ☐ Deducts
Words: _____ Dollars
(\$ _____)
Description: _____

Alternate #3 ☐ Adds ☐ Deducts
Words: _____ Dollars
(\$ _____)
Description: _____

Alternate #4 ☐ Adds ☐ Deducts
Words: _____ Dollars
(\$ _____)
Description: _____

Alternate #5 ☐ Adds ☐ Deducts
Words: _____ Dollars
(\$ _____)
Description: _____

ADDENDA ACKNOWLEDGMENT:

No. 1, August 22, 2025 No. _____ No. _____
No. _____ No. _____ No. _____

ACCEPTANCE:

July 30, 2025

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

(X) Signature  Date August 27, 2025
Name and Title Roberto Pannocchio, CEO
Name of Business Industrial Frigo USA Inc
Address 200 Hope Street (mailing)
Address 200 Hope St (physical)
City/State/Zip Code Longwood, Florida, 32750 County USA
Phone 407 868 6767 Fax _____ Email sonia@industrialfrigoice.com

■ **BIDDER'S CERTIFICATE OF RESPONSIBILITY NUMBER:** _____

■ **Mechanical / Plumbing / Electrical Contractors:**

Regarding said Divisions of the Specifications of the Owner's Standard Form of Agreement Between The Owner and The Contractor:

List any Mechanical/Plumbing and/or Electrical Sub-Contractors that will perform work of this contract, regardless of cost even for under \$50,000.00. COR must be included where sub-contract exceeds \$50,000.00. If no sub-contractor is listed, and such work is within scope of contract and over \$50,000.00, bidder's own COR classification(s) must be sufficient to self-perform any such work. If no sub-contractor is listed, then use of sub-contractor to perform such scope will not be permitted.

Mechanical Contractor: _____	Certificate of Responsibility No. _____
Plumbing Contractor: _____	Certificate of Responsibility No. _____
Electrical Contractor: _____	Certificate of Responsibility No. _____

July 30, 2025

**STANDARD FORM OF AGREEMENT BETWEEN
THE OWNER AND THE CONTRACTOR**

This Agreement made the _____ day of _____, 20____ between the Owner,

City of Oxford
107 Courthouse Square
Oxford, Mississippi 38655

and between the Contractor:

Business Name _____
Address _____
City/State/Zip _____ Phone: _____ Fax: _____ Email: _____

The Contractor is a (check and complete one of the following):

_____ ☐ CORPORATION or ☐ LLC solely organized and existing under the laws of the State of _____
_____ and having its principal office in _____, _____,
_____ (City) _____ (County)
_____ (State)

_____ PARTNERSHIP of the following (list all partners):

_____ SOLE PROPRIETORSHIP

For the following Project:

Activity Center Campus Camera System

This Agreement entered into as of the day and year first written above:

OWNER:

CONTRACTOR:

By: _____ By: _____
(Signature) (Signature)

(Name and Title) (Name and Title)

APPROVED AS TO FORM:

By: _____
(Signature of Attorney)

THE OWNER AND THE CONTRACTOR AGREE AS SET FORTH IN PAGES ONE THROUGH THREE, ARTICLES ONE THROUGH FIVE, AS
FOLLOWS:

July 30, 2025

ARTICLE 1: THE WORK AND CONTRACT DOCUMENTS

1.1.1 The Contractor will perform all the work required by the Contract Documents for the Project indicated above.

1.2 THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents which constitute the entire Agreement between the Owner and the Contractor, are enumerated as follows:

1.2.2 Project Manual dated _____

BIDDING REQUIREMENTS

Advertisement for Bids

Instructions to Bidders

Proposal Form

STANDARD FORM OF AGREEMENT BETWEEN THE OWNER AND THE CONTRACTOR

CONTRACT BOND

POWER OF ATTORNEY

CERTIFICATE OF INSURANCE

AFFIDAVIT OF PAYMENT TO ALL SUBCONTRACTORS

CONDITIONS OF THE CONTRACT

General Conditions

Supplementary Conditions

Labor Requirements

Minority Participation

Special Conditions

ADDENDA

SPECIFICATIONS

1.2.3 Addenda

Addendum No. 1, dated _____

Addendum No. 2, dated _____

Addendum No. 3, dated _____

Addendum No. 4, dated _____

Addendum No. 5, dated _____

1.2.4 Drawings date: Not Applicable

Sheets No. _____ through _____ Sheets No. _____ through _____

Sheets No. _____ through _____ Sheets No. _____ through _____

Sheets No. _____ through _____ Sheets No. _____ through _____

Sheets No. _____ through _____ Sheets No. _____ through _____

Sheets No. _____ through _____ Sheets No. _____ through _____

Sheets No. _____ through _____ Sheets No. _____ through _____

1.2.5.1 Other documents, dated _____

ARTICLE 2: CONTRACT SUM

2.1 CONTRACT SUM

- 2.1.1 The Owner will pay the Contractor in current funds for the performance of the work subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of _____ Dollars

(\$ _____). The Contract sum is determined as follows:

Base Bid	\$	_____
Modifications () Adds () Deducts	\$	_____
Negotiations	\$	_____
Alternate No. _____ () Adds () Deducts	\$	_____
Alternate No. _____ () Adds () Deducts	\$	_____
Alternate No. _____ () Adds () Deducts	\$	_____
Alternate No. _____ () Adds () Deducts	\$	_____
Alternate No. _____ () Adds () Deducts	\$	_____
Total Contract Sum	\$	_____

2.2 LIQUIDATED DAMAGES

- 2.2.1 The stipulated liquidated damages described in Paragraph 9.11 of the *Supplementary Conditions* are in the amount five hundred dollars and zero cents (\$ 500.00) for each calendar day.

ARTICLE 3: CONTRACT TIME

3.1 TIME

- 3.1.1 The work to be performed under this Contract shall be commenced upon the date stated in the *Notice to Proceed*. The work is to be substantially complete, subject to approved Change Orders, no later November 22, 2025.

ARTICLE 4: PAYMENTS AND FINAL PAYMENTS

4.1 PROGRESS PAYMENTS

- 4.1.1 Based upon applications for payment submitted to the Professional by the Contractor and *Certificates for Payment* issued by the Professional, the Owner will make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents.

4.2 FINAL PAYMENT

- 4.2.1 Final payment constituting the entire balance of the Contract Sum will be paid by the Owner to the Contractor when the work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Professional and approved by the Owner.

ARTICLE 5: MISCELLANEOUS PROVISIONS

5.1 DEFINITION OF TERMS

- 5.1.1 Terms used in this Agreement which are defined in the General, Supplementary, and Special Conditions of the Contract will have the meanings designated in those Conditions.

5.2 CONTRACTOR'S INTEREST IN AGREEMENT

- 5.2.1 The Contractor will not assign, sublet, or transfer the interest in this Contract agreement without the written consent of the Owner. The Owner and Contractor hereby agree to the full performance of the covenants contained herein.

5.3 PROFESSIONAL

- 5.3.1 The Professional assigned to this Project is as follows:

Name Mark Levy, PLA, ASLA City of Oxford Project Manager

Address 107 Courthouse Square, Oxford, MS 38655

Telephone (662) 236-1206 Fax Number _____

E-Mail Address mlevy@oxfordms.net

*** END OF SECTION ***

July 30, 2025

CONTRACT BOND

I. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS: THAT

Principal, a _____, residing at _____, authorized to do business in the State of Mississippi under the laws thereof, and _____, Surety, a corporation of the State of _____, authorized to do business in the State of Mississippi under the laws thereof, are held and firmly bound unto the Owner on behalf of the State of Mississippi, Obligee, hereinafter referred to as "Owner," for the use and benefit of the Owner and those claimants and others set forth herein below and described in Sections 31-5-51 and 31-5-3, **Mississippi Code of 1972, Annotated**, as amended, in the amount of _____ Dollars (\$ _____), lawful money of the United States, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has by written agreement dated _____, 20_____, entered into a Contract with the Owner for the following:

_____ as provided in said Contract and in accordance with the Contract Documents. All of the terms and provisions of the above mentioned Contract, drawings, Project Manual, and addenda are by reference made a part hereof and fully incorporated herein, and are hereinafter referred to as "the Contract." All of the terms and provisions of Sections 31-5-51, 31-5-3, supra, Section 31-5-53 of the **Mississippi Code of 1972, Annotated**, as amended, and all other code sections cited herein are also by reference made a part hereof and fully incorporated herein.

II. PERFORMANCE BOND

NOW, THEREFORE, the condition of this Performance Bond is such that if Principal shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect, subject however, to the following conditions:

Whenever the Owner has performed its obligation but the Principal has defaulted under the terms of the Contract, or any portion thereof, and the Owner has declared the Principal to be in default, the Surety shall promptly:

1. Remedy the default, or
2. Complete the Contract in accordance with its terms and conditions, or
3. Procure the completion of the Contract in accordance with its terms and conditions.

Even if there should be a succession of defaults, the Surety is responsible for completion of the Contract. The Surety shall provide sufficient funds to pay the cost of completion of the Contract in its entirety including other costs and damages for which the Surety may be liable thereunder, less the balance of the Contract price. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by Owner to Principal under the Contract and any Change Orders thereto, less the amount paid by Owner to Principal.

III. LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, the condition of this Labor and Material Payment Bond is such that if Principal shall promptly make payments to all persons supplying labor or material used in the prosecution of the work under said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect; however, the Owner shall not be liable for the payment of any costs or expenses of any suit described in Subsection (2) of Section 31-5-51, supra.

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IV. BOND FOR PAYMENT OF TAXES AND OTHER ASSESSMENTS

NOW THEREFORE, the condition of this Bond for Payment of Taxes and Other Assessments is such that if Principal shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the State of Mississippi, or any County, Municipality, Board, Department, Commission, or political subdivision thereof, by reason of and directly connected with the performance of said Contract or any part thereof as provided by Sections 27-65-1, 27-65-21, 27-67-1, and 31-5-3, **Mississippi Code 1972, Annotated**, or any other applicable statute or other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

V. GENERAL CONDITIONS

The following conditions apply to all three (3) of the above-mentioned Bonds:

1. The Performance Bond is for an amount equal to the full amount of said Contract.
2. The Labor and Material Payment Bond is for an amount equal to the full amount of said Contract.
3. If any changes are made in the work, or any extensions of time are granted, or any increases in the total dollar amount of the Contract are made, such changes, extensions, increases, or other forbearance on the part of either the Owner or the Principal will not, in any way, release the Principal and Surety, or either of them, from their liability hereunder, or any portion thereof, notice to the Surety of any such change, extension, increase, or forbearance being expressly waived.
4. These Bonds are governed by and shall be construed in accordance with Mississippi law. Any inconsistency with these Bonds and any provision of Mississippi law shall be remedied by deleting the inconsistent portion of these Bonds and leaving the remaining consistent portions in full force and effect.

Signed and sealed this _____ day of _____, 20_____.

SURETY _____

Mississippi NAIC number: _____

By: _____
(Signature)

Attorney-in-Fact
(Typed Name)
(Title)

Surety Agent MS Ins Dept License Number: _____
(Leave blank if you do not have a Mississippi #)

(Surety Address)

(Surety City/State/Zip/Phone)

(MS LICENSED AGENT COMPANY NAME)
(add MS Agent's address below)

COUNTERSIGNED: (if Surety Agent above is NOT MS Licensed)

(Signature)

Licensed Mississippi
Agent
(Typed Name)
(Title)

Countersignature Agent MS License Number: _____

(MS Licensed Agent Address)

(MS Licensed Agent City/State/Zip/Phone)

PRINCIPAL

By:

(Signature) (same person on Bond and Contract page)

(Typed Name and Title)

(Address)

(City/State/Zip/Phone)

Surety Company, Surety Agent's Name, Address, etc. should be typed and with seal (preferably embossed seal) on Bond and P/A. The P/A should be for the Attorney-in-Fact with seal (preferably embossed seal).

The Contract Bond shall be duly executed by the Bidder AND a MS Licensed Agent said Surety approved by the MS Ins Dept
OR
signed by the Surety's Agent AND countersigned by a MS Licensed Agent for said Surety approved by the MS Ins Dept.

Countersignature, when signed, can be the same as the Attorney-in-Fact when the Attorney-in-Fact and/or Surety IS licensed in Mississippi. Countersignature will be different when the Attorney-in-Fact and/or Surety is "not" licensed in Mississippi. P/A will be for the Attorney-in-Fact.

Check the Surety Company AND the Surety Agent
AND/OR the Countersignature Company and/or Agent at MS Ins Dept web:
<https://www.mid.ms.gov> (or most up-to-date link)

Easier to locate Agent at MID when name agrees with MID licensed name.)

(Bond Agent MID or Code requirements are different from the Ins Cert Agent MID or Code requirements.)

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**CERTIFICATE OF INSURANCE
SECTION 00 6216**

This certificate of insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by the policies below.

INSURED: (Contractor's Name & Address)				COMPANIES PROVIDING COVERAGE w/ MID Lic or NAIC #		
				#		
				A		
PROJECT: (Number, Name & Location)				#		
				B		
				C		
				#		
				D		
				E		
OWNER: Owner				#		
				F		
				G		
Companies above must be approved by the MS Ins Dept at https://www.mid.ms.gov (or most up-to-date link) per Code & WComp at http://www.mwcc.ms.gov/ (MID mod'd 041615)						
Type Insurance	Co	Policy Number	Policy Period	Coverage and Minimum Amount		
General Liability Commercial General Liability				General Aggregate		
				\$ 1,000,000		
				Products Comp/Ops (Aggregate		
				\$ 1,000,000		
				Personal Injury (Per Occurrence)		
				\$ 500,000		
Owners/Contractors Protective Liability				BI & PD (Per Occurrence)		
				\$ 1,000,000		
				Fire Damage (Per Fire)		
				\$ 50,000		
				Medical Expense (Per Person)		
				\$ 5,000		
Automobile Liability				General Aggregate		
				\$ 1,000,000		
				Per Occurrence		
				\$ 500,000		
				Bodily Injury/Property Damage Combined Single Limit (Per Occurrence)		
				\$ 500,000		
				OR	Bodily Injury (Per Person)	\$ 250,000
					Bodily Injury (Per Accident)	\$ 500,000
Property Damage (Per Occurrence)	\$ 100,000					
* Excess Liability (Umbrella on projects over \$500,000)				Aggregate		
				\$ 1,000,000		
				Per Occurrence		
Workers' Compensation (As required by Statute) Employers' Liability				\$ 1,000,000		
				Accident (Per Occurrence)		
				\$ 100,000		
Property Insurance (not required when project is demolition ONLY – required for ALL other projects including paving)				Disease-Policy Limit		
				\$ 500,000		
				Disease-Per Employee		
				\$ 100,000		
Other				OR	Builders' Risk	Must be equal to Value of Work
					Installation Floater	
Certification: I certify that these policies (subject to their terms, conditions and exclusions) have been (1) issued to the Insured for the coverages and at least the amounts as indicated by companies licensed in Mississippi; (2) countersigned by a Mississippi Licensed Agent; and (3) endorsed to require the company to give thirty (30) days written notice to the Owner prior to cancellation or non-renewal of above.						
Producing Agent: (Name, Address and Telephone)						
				(Signature) MID Lic # or countersign below		
				(Name and Title of Authorized Representative) (typed)		
				Agent must be approved by the MS Ins Dept or countersign https://www.mid.ms.gov		

July 29, 2025

☐ Check if Mississippi Licensed Agent
OR Countersign by Mississippi Licensed Agent

MID Lic #

July 29, 2025

CERTIFICATE OF INSURANCE INSTRUCTIONS

1. The *Certificate of Insurance* is a tabulation of insurance required for this Project as specified in Article 11 entitled *Insurance and Bonds* in the General Conditions (AIA Document A201, Sixteenth Edition, 2017).
2. The *Certificate of Insurance* must be completed, certified by the original signature of a Mississippi Licensed Insurance Agent and/or countersignature, dated, and bound in each set of the Contract Documents. Insurance Companies providing coverage and Agent and/or Countersignature Agent must be approved by the Mississippi Insurance Department on their web at <https://www.mid.ms.gov> (or most up-to-date link). (Agent does not have to be on the MID web "for providers necessarily" – but must be an approved Agent on MID web. Easier to locate Agent at MID when name agrees with MID licensed name.)
3. Indicate Insured, Project, Companies providing coverage, policy numbers and policy periods in the blanks as applicable.
4. If the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" insurance is part of the Commercial General Liability Insurance Policy, or included by endorsement, indicate the policy number and period of the CGL policy in the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" blank spaces.
5. Automobile Liability Insurance may be provided which covers Bodily Injury and Property Damage in one (1) Combined Single Limit, or may be provided with separate minimum limits as shown on the Certificate of Insurance and specified in Article 11 of the Supplementary Conditions. The person signing the Certificate of Insurance should show which option the Contractor has selected by marking out the coverage that is not provided under the policies indicated.
6. OTHER INSURANCE (if required) will be indicated by typing in the "OTHER" block and detailed in Article 11 of the Supplementary Conditions.
7. CERTIFICATION wording may not be changed without specific written approval from the Owner (nor on any Owner documents even beyond Insurance Certificate).
8. "Riders", Binders, TBA, TBD, or other unsolicited attachments, are not allowed as part of the *Certificate of Insurance* unless specifically requested in writing by the Owner, or specified as part of the requirements for this Project (nor on any Owner documents even beyond Insurance Certificate).
9. CAUTION: The *Certificate of Insurance* is intended to be used for all Projects. The Contractor must provide all insurance specified in the Contract Documents for this Project, whether indicated on this form, or not. The Contractor must verify all insurance has been provided as required.
10. In accepting the Insurance Certificate by Owner, it would be helpful if some indication is given when, and if, the Provider is a Surplus Line Carrier, a Broker, or Self Insured (because they may not be on the MID web list referenced herein). (The Owner will have to ask MID (or know) at some point.)
11. The Workers Comp insurance provider must be approved and show up on the Workers Comp web at <http://www.mwcc.state.ms.us> / Services / Proof of Coverage Inquiry / accept / etc. and at the last step – enter the "contractor's name".

Note: Regarding #2 and #11. At the MID web – you enter the Surety Company / Provider / Agent. At the MWCC web – You enter the Vendor's name, then click on the policy number to see the MWCC Ins Provider.

*** END OF SECTION ***

AFFIDAVIT CERTIFYING

July 29, 2025

PAYMENT TO ALL SUBCONTRACTORS

Owner

I acknowledge that, pursuant to Miss. Code Ann. §31-5-25 and H.B. 1562, Laws of 2002, that I am required to submit monthly certification indicating payments to subcontractors on prior payment requests. I, the undersigned Contractor, do hereby certify that I have paid the following amounts to subcontractors for Work which has been performed and incorporated into previous Applications for Payment which were issued and payment received from the Owner on the project listed below. I understand that this document must be submitted on a monthly basis after the submittal, approval and payment of Application for Payment #1. I understand that the Owner reserves the right to require me, the undersigned, to provide verification of payment and/ or additional information.

Project Number: _____

Project Name: _____

Using Agency: _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

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Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

(Attach additional list of subcontractors and amounts, if necessary)

Contractor Name and Title: _____

Contractor Certificate of Responsibility Number: _____

Contractor Signature: _____ Date: _____

STATE OF MISSISSIPPI

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned notary public,
this the _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

July 29, 2025

GENERAL CONDITIONS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. **SCOPE:** The **General Conditions of the Contract for Construction**, AIA Document A201, Seventeenth Edition, 2017, Articles 1 through 15 inclusive, is a part of this Contract and is incorporated herein.
- B. **BIDDING COPY:** For the purpose of bidding, Contractors are presumed to be familiar with AIA Document A201, a copy of which may be obtained from the Professional, or examined in the Professional's office.

*** END OF SECTION ***

July 29, 2025

SUPPLEMENTARY CONDITIONS

PART 1 – GENERAL

1.01 Description

- A. **Owner:** These supplements are necessary because the Owner is an agency, or political subdivision, of the State of Mississippi and occupies a different position from that of the usual Owner.
- B. **Document:** The following supplements modify, change, delete from, or add to the **General Conditions of the Contract**, AIA Document A201, Seventeenth Edition, 2017. When any Article of the **General Conditions** is modified, or deleted, by these *Supplementary Conditions*, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause will remain in effect.

Article 1 GENERAL PROVISIONS

1.1 Basic Definitions

1.1.1 The Contract Documents

Change this subparagraph to read as follows:

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and Special Conditions), Drawings, Specifications and Addenda issued prior to the execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for minor changes in the Work issued by the Prime Professional. The Contract Documents also include the advertisement or invitation for bids or proposals, Instructions to Bidders, and the Contractor's bid or proposal.

1.1.2 The Contract

Change each instance of the word "Architect" to "Prime Professional" and each instance of the word "Architect's" to "Prime Professional's".

1.1.7 Instruments of Service

Change the word "Architect" to "Prime Professional" and change the word "Architect's" to "Prime Professional's".

1.1.8 Initial Decision Maker

Change this Subparagraph to read as follows:

The Initial Decision Maker is the person identified as the Professional in Paragraph 5.3.1 of the Standard Form of Agreement Between the Owner and the Contractor and will render initial decisions on Claims in accordance with Section 15.2.

1.1.9 Add a new Subparagraph as follows:

Commissioning Authority Professional

A professional independent of the Prime Professional retained by the owner who manages a quality-focused process for

enhancing the delivery of the project. The process focuses upon verifying and documenting that the facility and all of its systems are planned, designed, installed, tested, operated, and maintained to meet the Owner's project requirements.

1.2.1 Change this Subparagraph to read as follows:

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor and unless otherwise provided in the Contract Documents, this shall include all labor, materials, equipment, tools, machinery, water, heat, utilities, transportation, and other facilities and services, whether temporary or permanent and whether or not incorporated in the Work. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In case of any direct conflict among the Contract Documents, the specifications shall take precedence over the drawings, supplemental or special conditions shall take precedence over more general conditions or requirements, details shall take precedence over plans, and larger scale drawings shall take precedence over smaller scale drawings.

1.5 **Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

1.5.1 Change each instance of the word "Architect" to "Prime Professional" and each instance of the word "Architect's" to "Prime Professional's" and add a new sentence at the end of this Subparagraph:

This Paragraph in no way supersedes the Owner's document rights set forth in the separate Agreement Between the Owner and the Professional.

1.5.3 Add a new Subparagraph as follows:

Transparency

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this agreement shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>

1.6 **Notice**

1.6.1 Change this Subparagraph to read as follows:

Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is address and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if transmitted to the government or business issued e-mail address of the respective party.

1.7 **Digital Data Use and Transmission**

Delete the last sentence of this Paragraph.

1.8 **Building Information Models Use and Reliance**

Change this Paragraph to read as follows:

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in a written documents shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

Article 2
OWNER

2.1 **General**

July 29, 2025

2.1.1 Change this Subparagraph to read as follows:

The Owner, as used in these Documents, refers to the Owner, acting for and on behalf of the State of Mississippi and for the benefit of the Institution, Agency, or Department for which the Work under this Contract is being performed. The Owner is the entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's representative, who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization, is the individual who signed the Agreement Between the Owner and the Contractor, his successor in the case of that individual's retirement or termination, or his direct supervisor in the case of that individual's absence. Except as otherwise provided in Subparagraph 4.2.1, the Prime Professional does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

2.1.2 Delete this Subparagraph in its entirety.

2.2 Evidence of the Owner's Financial Arrangements

2.2.1 Delete this Subparagraph in its entirety.

2.2.2 Delete this Subparagraph in its entirety.

2.3.1 Delete this Subparagraph in its entirety.

2.2.3 Delete this Subparagraph in its entirety.

2.2.4 Delete this Subparagraph in its entirety.

2.3 Information and Services Required of the Owner

2.3.2 Add the word "*or Engineer*" following each instance of the word "*Architect*" and add the words "*or engineering respectively*" following each instance of the word "*architecture*".

2.3.3 Add the word "*or Engineer*" following each instance of the word "*Architect*".

2.3.6 Change this Subparagraph to read as follows:

Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary, but in no instance to exceed twenty-five (25) copies, for the execution of the Work.

2.4 Owner's Right to Stop the Work

Change this Subparagraph to read as follows:

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, the Owner may issue, or direct the Prime Professional to issue, a written order to the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. The rights and remedies under this Subparagraph are in addition to and do not in any respect limit any other rights of the Owner, including the right to terminate in accordance with Article 14.

2.5 Owner's Right to Carry Out the Work

Change this Paragraph read as follows:

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. The Prime Professional may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Prime Professional's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Prime Professional, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

Article 3

CONTRACTOR

3.1 General

3.1.3 Change the word "Architect" to "Prime Professional" and change the word "Architect's" to "Prime Professional's".

3.2 Review of Contract Documents and Field Conditions by Contractor

3.2.2 Change each instance of the word "Architect" to "Prime Professional".

3.2.3 Change each instance of the word "Architect" to "Prime Professional".

3.2.4 Change the word "Architect" to "Prime Professional".

3.3 Supervision and Construction Procedures

3.3.1 Change each instance of the word "Architect" to "Prime Professional".

3.4 Labor and Materials

3.4.2 Change each instance of the word "Architect" to "Prime Professional" and add the words "where such substitution results in a modification of the Contract Sum or Contract Time" to the end of this sentence.

3.4.4 Add a new Subparagraph as follows:

Employee Status Verification System *If applicable, the Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. The Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The Contractor understands and agrees that any breach of these warranties may subject the Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such cancellation/termination, the Contractor would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit.*

3.4.5 Add a new Subparagraph as follows:

In providing labor for the proper execution and completion of the Work, the Contractor shall comply with the provisions of Section 31-5-19 of the Mississippi Code of 1972, Annotated.

3.4.6 Add a new Subparagraph as follows:

In providing materials for the proper execution and completion of the Work, the Contractor shall comply with the provisions of Section 31-5-23 of the Mississippi Code of 1972, Annotated.

3.5 **Warranty**

3.5.1 Change each instance of the word “Architect” to “Prime Professional”.

3.7 **Permits, Fees, Notices and Compliance with Laws**

3.7.1 Change this Subparagraph to read as follows:

Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for any applicable permits, fees, licenses, and inspections by government agencies necessary for the proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

3.7.3 Delete the words “knowing it to be” from this Subparagraph.

3.7.4 Change each instance of the word “Architect” to “Prime Professional” and change the word “Architect’s” to “Prime Professional’s”.

3.7.5 Change the word “Architect” to “Prime Professional”.

3.9 **Superintendent**

3.9.2 Change this Subparagraph to read as follows:

The Contractor, as soon as practicable after award of the Contract, and prior to commencement of any on-site Work, shall notify the Owner and Prime Professional of the name, qualifications and references of the proposed superintendent and any assistant superintendents where provided for in the Contract Documents. Within 14 days of receipt of the information, the Prime Professional shall notify the Contractor stating whether the Owner or the Prime Professional (1) has reasonable objection to the proposed superintendent based upon information provided or other requirements provided for in the Contract Documents or (2) requires additional information or time for review. Failure of the Prime Professional to respond within the 14-day period shall constitute notice of no reasonable objection.

3.9.3 Change the word “Architect” to “Prime Professional”.

3.10 **Contractor’s Construction and Submittal Schedules**

3.10.1 Change this Subparagraph to read as follows:

The Contractor, promptly after being awarded the Contract, and no later than fifteen days after the date established in the Notice to Proceed, shall submit for the Owner’s and Prime Professional’s information a Contractor’s construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed the time limits current under the Contract Documents. Submission of a schedule that indicates or expresses an intent to complete Work prior to the time limits established by the Contract Documents shall not make the Owner liable to the Contractor for any failure to achieve early completion or obligate the Owner to take or prevent any actions to facilitate the Contractor’s completion prior to the expiration of the Contract Time. The schedule shall be revised monthly or at more frequent intervals as required by the conditions of the Work and Project.

3.10.2 Change each instance of the word “Architect’s” to “Prime Professional’s” and change the word “Architect” to “Prime Professional”.

3.10.3 Change the word “*Architect*” to “*Prime Professional*”.

3.11 **Documents and Samples at the Site**

Change each instance of the word “*Architect*” to “*Prime Professional*”.

3.12 **Shop Drawings, Product Data and Samples**

3.12.4 Change each instance of the word “*Architect*” to “*Prime Professional*”.

3.12.5 Change each instance of the word “*Architect*” to “*Prime Professional*”.

3.12.6 Change the word “*Architect*” to “*Prime Professional*”.

3.12.7 Change the word “*Architect*” to “*Prime Professional*”.

3.12.8 Change each instance of the word “*Architect’s*” to “*Prime Professional’s*” and change the word “*Architect*” to “*Prime Professional*”.

3.12.9 Change the word “*Architect*” to “*Prime Professional*” and change the word “*Architect’s*” to “*Prime Professional’s*”.

3.12.10.1 Change each instance of the word “*Architect*” to “*Prime Professional*”.

3.12.10.2 Change each instance of the word “*Architect*” to “*Prime Professional*”.

3.15 **Cleaning Up**

3.15.2 Change this Subparagraph to read as follows:

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be assessed to the Contractor.

3.16 **Access to Work**

Change this Paragraph to read as follows:

The Contractor shall provide the Owner, Prime Professional, Commissioning Authority Professional, Separate Contractors and their authorized representatives with access to the Work in preparation and progress wherever located. This shall include the provision of lifts, ladders, scaffolding and/or equivalent for access to elevated work.

3.17 **Royalties, Patents and Copyrights**

Change each instance of the word “*Architect*” to “*Prime Professional*”.

3.18 **Indemnification**

3.18.1 Change this Subparagraph to read as follows:

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Owner, Prime Professional, Prime Professional’s consultants, Commissioning Authority Professional, Commissioning Authority Professional’s consultants, as well as the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives, from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys’ fees, arising out of or caused by Contractor’s and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State’s sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State’s concurrence, which the State shall not unreasonably withhold.

Article 4
ARCHITECT

Change the title of this article from "ARCHITECT" to "PRIME PROFESSIONAL".

4.1 General

4.1.1 Change this Subparagraph to read as follows:

The Prime Professional is the person identified as the Professional in the Agreement Between the Owner and the Contractor and retained by the Owner pursuant to Section 2.3.2.

4.1.2 Change each instance of the word "Architect" to "Prime Professional".

4.2 Administration of the Contract

4.2.1 Change the first line of this Subparagraph to read as follows:

The Prime Professional will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative during construction until the end of the period for correction of Work as described in Section 12.2.

4.2.2 Change each instance of the word "Architect" to "Prime Professional".

4.2.3 Change each instance of the word "Architect" to "Prime Professional".

4.2.4 Change each instance of the word "Architect" to "Prime Professional" and each instance of the word "Architect's" to "Prime Professional's".

4.2.5 Change the word "Architect's" to "Prime Professional's" and change the word "Architect" to "Prime Professional".

4.2.6 Change each instance of the word "Architect" to "Prime Professional".

4.2.7 Change each instance of the word "Architect" to "Prime Professional" and each instance of the word "Architect's" to "Prime Professional's".

4.2.8 Change each instance of the word "Architect" to "Prime Professional".

4.2.9 Change the word "Architect" to "Prime Professional".

4.2.10 Change each instance of the word "Architect" to "Prime Professional" and the word "Architect's" to "Prime Professional's".

4.2.11 Change the word "Architect" to "Prime Professional" and the word "Architect's" to "Prime Professional's".

4.2.12 Change each instance of the word "Architect" to "Prime Professional".

4.2.13 Change the word "Architect's" to "Prime Professional's".

4.2.14 Change each instance of the word "Architect" to "Prime Professional".

Article 5
SUBCONTRACTORS

July 29, 2025

5.2 Award of Subcontracts and Other Contracts for Portions of the Work

5.2.1 Change this Subparagraph to read as follows:

Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, prior to award of the Contract by the Owner, shall furnish in writing to the Owner through the Prime Professional, the names, classifications, and COR #'s of Sub-Contractors over Fifty Thousand Dollars (\$50,000.00) (as well as entities who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. Such list shall also include any Mechanical, Plumbing, or Electrical Sub-Contractor as listed on Proposal Form regardless of amount. Within 7 days of receipt of the information, the Prime Professional shall notify the Contractor whether the Owner or the Prime Professional (1) has reasonable objection to any such proposed Sub-Contractor or entity based upon information provided or other requirements provided for in the Contract Documents or (2) requires additional information or time for review. Failure of the Prime Professional to respond within the 7-day period shall constitute notice of no reasonable objection. Where a Project involves a Mississippi Landmark or a building and/or site potentially eligible for such designation, the Contractor shall also furnish documentation that all Sub-Contractors, regardless of Sub-Contract amount, have at least the minimum number of years of successful experience specified by the Prime Professional in work on previous projects involving State or National Landmarks of similar type, scale and complexity and that all key personnel to be utilized to perform the Work are experienced craftsmen with not less than five (5) years of experience.

5.2.2 Change this Subparagraph to read as follows:

The Contractor shall not contract with a proposed Sub-Contractor or entity to whom the Owner or Prime Professional has made reasonable and timely objection. Other than the Mechanical, Plumbing, or Electrical Sub-Contractors as listed on the Proposal Form, the Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection. Only where the listed Mechanical, Plumbing, or Electrical Sub-Contractor has (1) closed their business (2) entered into bankruptcy or (3) refuses to enter into a contract with the Contractor will substitution of such Sub-Contractor be permitted prior to the execution of the Agreement Between the Owner and Contractor. Substitution for refusal to enter into contract shall not be permitted if the reason for such refusal is due to unilateral reduction by Contractor of such Sub-Contractor's bid price.

5.2.3 Change this Subparagraph to read as follows:

If the Owner or Prime Professional has reasonable objection to a Sub-Contractor or entity proposed by the Contractor, other than the Mechanical, Plumbing, or Electrical Sub-Contractors as listed on the Proposal Form, the Contractor shall propose another to whom the Owner or Prime Professional has no reasonable objection. Neither the Contract Sum nor Contract Time may be increased or decreased due to any change in Sub-Contractor or entity. Failure of Contractor to identify Sub-Contractors or entities to whom the Owner and Prime Professional have no reasonable objections within 10 working days of initial submission shall result in the bid or proposal being deemed non-responsible at which time the Owner may elect to award to the next lowest responsive, responsible bidder or resolicit the project.

5.2.4 Change this Subparagraph to read as follows:

Following the execution of the Agreement Between the Owner and Contractor, the Contractor shall not substitute a Sub-Contractor or entity for one previously selected if the Owner or Prime Professional makes reasonable objection to such substitution. In no case shall substitution of Mechanical, Plumbing or Electrical Sub-Contractors be permitted except where such Sub-Contractor has (1) closed their business (2) entered into bankruptcy (3) becomes in arrears or (4) becomes involved in an ongoing dispute with the Contractor related to the Sub-Contractor's execution, workmanship, or timely performance of their portion of the Work.

Article 6

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.2.2 Change each instance of the word “Architect” to “Prime Professional”.

6.3 Change the word “Architect” to “Prime Professional”.

Article 7 **CHANGES IN THE WORK**

7.2 Change Orders

7.2.1 Change each instance of the word “Architect” to “Prime Professional”.

7.2.2 Add a new Subparagraph as follows:

The maximum mark-up included in a Change Order for profit and overhead is limited to twenty percent (20%) of the total of the actual cost for materials, labor and subcontracts. Profit and overhead include: all taxes, fees, permits, insurance, bond, job superintendent, job and home office expense. All Sub-Contractors and Sub-Sub-Contractors shall acquiesce to the same requirements when participating in a Change Order.

7.3 Construction Change Directives

7.3.4 Change the word “Architect” to “Prime Professional”.

7.3.4.1 Change the word “Architect” to “Prime Professional”.

7.3.6 Change this Subparagraph to read as follows:

Upon receipt of a Construction Change Directive signed by the Prime Professional and the Owner, the Contractor shall promptly proceed with the change in the Work and advise the Prime Professional of the Contractor’s agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.7 Change this Subparagraph to read as follows:

A Construction Change Directive signed by the Contractor indicates the Contractor’s agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall become effective once signed by the Prime Professional and the Owner and will subsequently be incorporated into a Change Order.

7.3.8 Change the word “Architect” to “Prime Professional”.

7.3.9 Change this Subparagraph to read as follows:

Until such time that a Construction Change Directive is recorded as a Change Order, the Contractor may not request payment for Work completed under the Construction Change Directive in Applications for Payment.

7.3.10 Change each instance of the word “Architect” to “Prime Professional”.

7.4 Change each instance of the word “Architect” to “Prime Professional” and the word “Architect’s” to “Prime Professional’s”.

Article 8

July 29, 2025

TIME

8.1 Definitions

8.1.2 Change this Subparagraph to read as follows:

The date of commencement of the Work is the date established in the Notice to Proceed.

8.1.3 Change the word "Architect" to "Prime Professional".

8.2 Progress and Completion

8.2.1 Change this Subparagraph to read as follows:

Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work and acknowledges that such period includes time for all applicable submittals, selections, reviews, approvals, inspections, meetings, as well as discovery and investigation of any latent conditions.

8.2.2 Change this Subparagraph to read as follows:

The Contractor shall not knowingly commence the Work prior to the date established in the Notice to Proceed or the effective dates of bond and insurance required to be furnished by the Contractor.

8.3 Delays and Extensions of Time

8.3.1 Change this Subparagraph to read as follows:

If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Prime Professional, of an employee of either, or of a Separate Contractor; (2) by labor disputes, pandemics, acts of terrorism, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions in excess of any weather days otherwise provided for in the Contract Documents that are documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (3) by delay authorized by the Owner pending dispute resolution; or (4) by other causes that the Contractor asserts, and the Owner, in consultation with the Prime Professional determines justify delay, then the Contract Time shall be extended for such reasonable time as the Owner, in consultation with the Prime Professional, may determine. Such determination shall take into consideration the critical path of the Work and will be reduced by any float in the Contractor's Construction Schedule that does not affect the overall completion of the Work. Except where such delay is due to suspension by the Owner in accordance with Article 14 or such delay has the effect of stopping all progress of the Work for 14 calendar days or more, the Contract Sum will not be increased for additional general overhead expenses; however, it may be increased for direct expenses directly related to the delay of specific portions of the Work so delayed. Any claim for loss or any delay occasioned by any Sub-Contractor or entity under contract with the Contractor, shall be settled between the Contractor and such other Sub-Contractor or entity.

Article 9

PAYMENTS AND COMPLETION

9.2 Schedule of Values

Change this Paragraph to read as follows:

Where the Contract is based on a stipulated sum, the Contractor shall submit a schedule of values to the Prime Professional, at least 10 working days before the first Application for Payment, a schedule of values allocating the entire Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Prime Professional. This schedule, unless objected to by the Prime Professional or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any subsequent changes to the schedule of values shall be submitted to the Prime Professional and supported by such data to substantiate its accuracy as the Prime Professional may require, and unless object to by the Prime Professional or Owner, shall be used as a basis for reviewing the

9.3 Applications for Payment

9.3.1 Add a new sentence to the end of this Subparagraph:

The form of Application for Payment will be AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet, or a computer generated form containing similar data.

9.3.1.1 Delete this Subparagraph in its entirety.

9.3.1.3 Add a new Clause to Subparagraph 9.3.1 as follows:

On any contract as described herein, of which the total amount is Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater, or on any contract with a subcontractor, regardless of amount, five percent (5%) shall be retained until the Work is at least fifty percent (50%) complete, on schedule and satisfactory in the Prime Professional's opinion, at which time fifty percent (50%) of the retainage held to date shall be returned, subject to consent of surety, to the prime contractor for distribution to the appropriate subcontractors and suppliers; provided, however, that future retainage shall be withheld at the rate of two and one-half percent (2 1/2%). When submitting request for reduction in retainage, the Contractor will include, with the application, a Consent of Surety to Reduction which is AIA Form G707A, and a Power of Attorney. (Code 31-5-33)

9.3.1.4 Add a new Clause to Subparagraph 9.3.1 as follows:

The Contractor must submit each month with this Application for Payment a separate letter stating that he is requesting an extension of time or that he had no need for an extension for that period of time. No payment on a monthly application will be considered due and payable until the letter is received. Complete justification such as weather reports or other pertinent correspondence must be included for each day's request for extension. A Contractor's letter, or statement, will not be considered as adequate justification. The receipt of this request and data by the Owner will not be considered as approval of the Owner or Prime Professional in any way.

9.3.2.1 Add a new Clause to Subparagraph 9.3.2 as follows:

Payment in an amount not greater than the documented cost paid by the Contractor for ~~on~~ materials stored at some location other than the Project site, may be approved by the Prime Professional and the Owner after the Contractor has submitted the following items:

- .1 An acceptable Lease Agreement between the General Contractor and the owner of the land, or building, where the materials are stored covering the specific area where the materials are located.*
- .2 Consent of Surety, or other acceptable Bond, to cover the materials stored off-site.*
- .3 All Perils Insurance coverage for the full value of the materials stored off-site.*
- .4 A Bill of Sale from the Manufacturer to the General Contractor for the stored materials.*
- .5 A complete list and inventory of materials manufactured, stored and delivered to the storage site and of materials removed from the storage site and delivered to the job site.*
- .6 A review by the Prime Professional of the materials stored off-site prior to release of payment. Where the storage location is greater than 50 miles of the building site, the Contractor shall pay or reimburse reasonable travel costs of the Prime Professional and/or his Consultants for such review.*
- .7 Guarantee no storage costs, additional delivery fees, or subsequent costs to the Owner.*

9.4 Applications for Payment

9.4.1 Change each instance of the word "Architect" to "Prime Professional" and the word "Architect's" to "Prime Professional's".

9.4.2 Change each instance of the word "Architect" to "Prime Professional" and each instance of the word "Architect's" to "Prime Professional's".

9.5 Decisions to Withhold Certification

9.5.1 Change each instance of the word “*Architect*” to “*Prime Professional*” and the word “*Architect’s*” to “*Prime Professional’s*”.

9.5.1.7 Delete the word “*repeated*” from this Clause.

9.5.2 Change the word “*Architect*” to “*Prime Professional*”.

9.5.3 Delete this Subparagraph in its entirety.

9.5.4 Change each instance of the word “*Architect*” to “*Prime Professional*”.

9.6 **Progress Payments**

9.6.1 Change each instance of the word “*Architect*” to “*Prime Professional*”.

9.6.2 Change the first line of this Subparagraph to read as follows:

The Contractor shall pay each Sub-Contractor and material supplier, in accordance with Section 31-5-27 of the Mississippi Code 1972, Annotated, in proportion to the percentage of work completed by each less applicable retainage.

9.6.3 Change each instance of the word “*Architect*” to “*Prime Professional*”.

9.6.4 Change the word “*Architect*” to “*Prime Professional*”.

9.6.9 Add a new Subparagraph as follows:

The amount retained by the Contractor from each payment to each Sub-Contractor and material supplier shall not exceed the percentage retained by the Owner from the Contractor.

9.6.9.1 Add a new Clause to Subparagraph 9.6.9 as follows:

The Contractors shall submit monthly certification, in accordance with Section 31-5-25 of the Mississippi Code 1972, Annotated, on Owner’s “Affidavit Certifying Payment to All Subcontractors” form, to the Prime Professional indicating payments to subcontractors on prior payment request.

9.6.10 Add a new Subparagraph as follows:

The Owner agrees to make payment in accordance with Mississippi Law on “Time for full and final payment to contractors; exemptions; monthly submission by contractors of proof of payment to subcontractors”, Section 31-5-25 of the Mississippi Code of 1972, Annotated, which generally provides for payment of undisputed amounts within forty-five (45) days of when they are due and payable. Payments by state agencies using the statewide electronic payment and remittance vehicle shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor’s choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Contractor shall remain responsible and liable for full performance.

9.7 **Failure of Payment**

Change this Paragraph to read as follows:

The Contractor and the Owner shall be subject to the remedies as prescribed in Section 31-5-25 of the Mississippi Code 1972, Annotated.

9.8 **Substantial Completion**

9.8.1 Add the following sentence to the end this Subparagraph to read as follows:

In order to be considered occupiable or utilizable by the Owner, all life safety systems must be operable and tested and the commissioning requirements for the Work or designated portion thereof must be complete except for thermographs of electrical systems, trend log monitoring, seasonal testing, near-warranty end activities and verification of training sessions.

9.8.3 Change this Subparagraph to read as follows:

Upon receipt of the Contractor's list, the Prime Professional will promptly visit the site to determine whether the Work or designated portion thereof is substantially complete. If, in the opinion of the Prime Professional, the Work or designated portion thereof is not substantially complete, the Prime Professional will not proceed with inspection and the Prime Professional will report the reasons for such determination to the Contractor. In such case, the Contractor shall then submit a revised list and request for inspection when these reasons have been resolved.

9.8.4 Change this Subparagraph to read as follows:

When the Work or designated portion thereof is substantially complete and affirmed by the Owner, the Prime Professional will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the punch list accompanying the Certificate. Unless otherwise provided in the Contract Documents, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.9 **Partial Occupancy or Use**

9.9.1 Change each instance of the word "Architect" to "Prime Professional".

9.9.2 Change the word "Architect" to "Prime Professional".

9.10 **Final Completion and Final Payment**

9.10.1 Change this Subparagraph and add the associated Clauses to read as follows:

When, in the opinion of the Contractor, the Work is ready for final inspection and acceptance by the Owner, the Contractor shall make such notice to the Prime Professional.

- 1. Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance by the Owner, the Prime Professional will promptly visit the site and assess the state of the Work to determine if it is ready for final inspection by the Owner. If, in the Prime Professional's judgment, the Work is not ready for final inspection, the Prime Professional will report the reasons for such determination to the Contractor. In such case, the Contractor shall then submit a revised request for final inspection when these reasons have been resolved.*
- 2. Once the Prime determines the Work is ready for final inspection, the Prime Professional will call for final inspection of the Work with the Owner for the purpose of determining whether the Work is acceptable under the Contract Documents.*
- 3. The final inspection shall be conducted in the presence of the Owner and a list of defects or discrepancies, if any, will be compiled into a final punch list furnished to all parties.*
- 4. Once corrections of all final punch list items have been confirmed by the Prime Professional, the Prime Professional will provide a letter recommending final acceptance of the Work to the Owner.*

9.10.2 Change this Subparagraph to read as follows:

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Prime Professional (1) final application for payment, (2) consent of surety to final payment, (3) power of attorney, (4) Contractor's affidavit of release of liens, (5) Contractor's affidavit of payment of debts and claims, (6) Contractor's guarantee of work, (7) Project Record Documents and (8) certificates, warranties, guarantees, bonds or documents as called for in the individual sections of the Project Manual. The final payment will be reduced by the value of any amounts assessed to the Contractor

per Section 2.5 Owner's Right to Carry Out the Work, Section 6.3 Owners Right to Clean Up, or Section 9.11 Liquidated Damages where such amounts have not been reconciled by a Change Order per Section 7.2 prior to final acceptance unless such amounts have been resolved via separate agreement(s) between the Owner and the Contractor.

9.11 Liquidated Damages

9.11.1 Add a new Paragraph as follows:

Time being of the essence and a matter of material consideration thereof, a reasonable estimate in advance is established to cover losses incurred by the Owner if the project is not substantially complete on the date set forth in the Contract Documents. The Contractor and his Surety will be liable for and will be assessed by the Owner the sums stipulated in Paragraph 2.2 of the Standard Form of Agreement Between the Owner and the Contractor as fixed and agreed as liquidated damages for each calendar day of delay until the work is substantially complete unless circumstances dictate otherwise in the discretion of the Owner. The Contractor and his Surety acknowledge that losses to the Owner caused by the delay of the Contractor are not readily ascertainable and that the amount estimated per day and established as liquidated damages is reasonable and not a penalty.

Article 10

PROTECTION OF PERSONS AND PROPERTY

10.2 Safety of Persons and Property

10.2.5 Change this Subparagraph to read as follows:

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Sub-Contractor, a Sub-Sub-Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible for Clauses 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss attributable to acts or omissions of the Owner or Prime Professional and not attributable to the fault or negligence of the Contractor. Where damage or loss is insured under property insurance required by the Contract Documents, the Contractor shall promptly report, file and facilitate the claim process so as to minimize any impacts on the timely completion of the Work. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

10.3 HAZARDOUS MATERIALS

10.3.2 Delete this Subparagraph in its entirety.

10.3.3 Delete this Subparagraph in its entirety.

10.3.4 Delete this Subparagraph in its entirety.

10.3.5 Delete this Subparagraph in its entirety.

10.3.6 Delete this Subparagraph in its entirety.

Article 11

INSURANCE AND BONDS

11.1 Contractor's Insurance and Bonds

11.1.1 Add a sentence to the end of this Subparagraph as follows:

Insurance shall be purchased to protect the Contractor from claims set forth below for not less than the limits of liability specified below or required by law, whichever coverage is greater, which may arise out of or result from the Contractor's

operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Sub-Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Add new Clauses as follows:

.1 GENERAL LIABILITY:

Commercial General Liability

(Including XCU)

General Aggregate	\$ 1,000,000.00 Aggregate
Products & Completed Operations	\$ 1,000,000.00 Aggregate
Personal & Advertising Injury	\$ 500,000.00 Per Occurrence
Bodily Injury & Property Damage	\$ 1,000,000.00 Per Occurrence
Fire Damage Liability	\$ 50,000.00 Per Occurrence
Medical Expense	\$ 5,000.00 Per Person

.2 OWNERS & CONTRACTORS PROTECTIVE LIABILITY:

Bodily Injury & Property Damage	\$ 1,000,000.00 Aggregate
Bodily Injury & Property Damage	\$ 500,000.00 Per Occurrence

.3 AUTOMOBILE LIABILITY:

(Owned, Non-owned & Hired Vehicles)

Contractor Insurance Option Number 1:

Bodily Injury & Property Damage	\$ 500,000.00 Per Occurrence
(Combined Single Limit)	

Contractor Insurance Option Number 2:

Bodily Injury	\$ 250,000.00 Per Person
Bodily Injury	\$ 500,000.00 Per Accident
Property Damage	\$ 100,000.00 Per Occurrence

.4 EXCESS LIABILITY:

(Umbrella on projects over \$500,000)

Bodily Injury & Property Damage	\$ 1,000,000.00 Aggregate
(Combined Single Limit)	

.5 WORKERS' COMPENSATION:

(As required by Statute)

EMPLOYERS' LIABILITY:

Accident	\$ 100,000.00 Per Occurrence
Disease	\$ 500,000.00 Policy Limit
Disease	\$ 100,000.00 Per Employee

.6 PROPERTY INSURANCE:

Builder's Risk	\$ Equal to Value of Work
or	
Installation Floater	\$ Equal to Value of Work

11.1.5 Add a new Subparagraph to read as follows:

Insurance shall be maintained without interruption from the date of commencement of the Work until the date of final payment unless otherwise noted on the Certificate of Substantial Completion.

11.1.6 Add a new Subparagraph to read as follows:

Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to final execution of the Contract and

thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

11.1.7 Add a new Subparagraph as follows:

If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the Contract; the termination date, or the policy, or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment.

11.1.8 Add a new Subparagraph as follows:

If any insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.

11.1.9 Add a new Subparagraph as follows:

The Owner as fiduciary shall have power to adjust and settle a loss with Insurers unless one of the parties in interest shall object in writing within five (5) days after occurrence of loss.

11.2 **Owner's Insurance**

Delete this Paragraph in its entirety and substitute the following:

The Contractor shall purchase and maintain such insurance as will protect the Owner from his contingent liability to others for damages because of bodily injury, including death, and property damage, which may arise from operations under this Contract and other liability for damages which the Contractor is required to insure under any provision of this Contract. Certificate of this insurance will be filed with the Owner and will be the same limits set forth in 11.1.5.

11.2.1 Delete this Subparagraph in its entirety.

11.2.2 Delete this Subparagraph in its entirety.

11.2.3 Delete this Subparagraph in its entirety.

11.3 **Waivers of Subrogation**

11.3.1 Delete this Subparagraph in its entirety.

11.3.2 Delete this Subparagraph in its entirety.

11.5 **Adjustment and Settlement of Insured Loss**

11.5.1 Delete this Subparagraph in its entirety.

11.5.2 Delete this Subparagraph in its entirety.

Article 12

UNCOVERING AND CORRECTION OF WORK

12.1 Uncovering of Work

12.1.1 Change each instance of the word "Architect's" to "Prime Professional's", change the word "Architect" to "Prime Professional",

and add the words “*or Contract Sum*” at the end of this sentence.

12.1.2 Change each instance of the word “*Architect*” to “*Prime Professional*”.

12.2 Correction of Work

12.2.1 Change the word “*Architect*” to “*Prime Professional*” and the word “*Architect’s*” to “*Prime Professional’s*”.

12.2.2.1 Change the word “*Architect*” to “*Prime Professional*”.

Article 13
MISCELLANEOUS PROVISIONS

13.1 Governing Law

Change this Paragraph to read as follows:

The Contract shall be governed by the laws of the State of Mississippi.

13.3 Rights and Remedies

13.3.2 Change the word “*Architect*” to “*Prime Professional*”.

13.4 Tests and Inspections

13.4.1 Change each instance of the word “*Architect*” to “*Prime Professional and Commissioning Authority Professional*”.

13.4.2 Change the first two instances of the word “*Architect*” to “*Prime Professional*” and the second two instances of the word “*Architect*” to “*Prime Professional and Commissioning Authority Professional*”.

13.4.3 Change the word “*Architect*” to “*Prime Professional’s and Commissioning Authority Professional’s*”.

13.4.5 Change each instance of the word “*Architect*” to “*Prime Professional and/or the Commissioning Authority Professional*”.

13.5 Delete this Paragraph in its entirety.

Article 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 Termination by the Contractor

14.1.1.3 Change the word “*Architect*” to “*Prime Professional*”.

14.1.1.4 Delete this Clause in its entirety.

14.1.3 Change the word “*Architect*” to “*Prime Professional*”.

14.1.4 Change the word “*Architect*” to “*Prime Professional*”.

14.2 Termination by the Owner for Cause

14.2.1.1 Delete the word “*repeatedly*” from this Clause.

July 29, 2025

14.2.1.3 Delete the word “repeatedly” from this Clause.

14.2.1.3 Delete the word “or” from this Clause.

14.2.1.4 Change the period to a semi-colon and add the word “or” to this Clause.

14.2.1.5 Add a new Clause as follows:

fails to achieve Substantial Completion of the Project within the time limits established by the Contract Documents.

14.2.2 Change the word “Architect” to “Prime Professional” and change the words “certification by” to “advice of”.

14.2.4 Change the word “Architect’s” to “Prime Professional’s”.

Article 15

CLAIMS AND DISPUTES

15.1 Claims

15.1.2 Change this Subparagraph to read as follows:

Commencement of Statutory Limitation Period

The Owner and Contractor shall commence all claims and causes of action within the time period specified by applicable state law.

15.1.3.1 Change each instance of the word “Architect” to “Prime Professional”.

15.1.4 Change this Subparagraph to read as follows:

Where both the Owner and the Contractor concur with the Initial Decision Maker’s decision, the Contract Sum and Contract Time shall be adjusted in accordance with Article 7 and the Prime Professional will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

15.1.7 Delete this Subparagraph in its entirety.

15.2 Initial Decision

15.2.1 Change this Subparagraph to read as follows:

Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3 and 10.4, shall be referred to the Initial Decision Maker for initial decision. The Prime Professional will serve as the Initial Decision Maker. An initial decision by the Initial Decision Maker shall be required as a condition precedent to arbitration or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered by the Initial Decision Maker. The Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

15.2.2 Change the words “approve the Claim” to “recommend approval of the Claim to the Owner”.

15.2.4 Change the words “reject or approve the Claim” to “recommend rejection or approval of the Claim to the Owner”.

15.2.5 Change the Subparagraph to read as follows:

The Initial Decision Maker will render an initial decision to recommend approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision recommendation shall (1) be in writing; (2) state the

reasons therefor; and (3) notify the parties and the Prime Professional, if the Prime Professional is not serving as the Initial Decision Maker, of any recommended change in the Contract Sum or Contract Time or both. Where the Owner concurs with the recommendation it is binding on the parties but subject to arbitration or litigation.

15.2.6 Delete this Subparagraph in its entirety.

15.2..6.1 Delete this Clause in its entirety.

15.3 **Mediation**

15.3.1 Delete this Subparagraph in its entirety.

15.3.2 Delete this Subparagraph in its entirety.

15.3.3 Delete this Subparagraph in its entirety.

15.3.3 Delete this Subparagraph in its entirety.

15.3.4 Delete this Subparagraph in its entirety.

15.4 **Arbitration**

15.4.1 Delete this Subparagraph in its entirety.

15.4.1.1 Delete this Clause in its entirety.

15.4.2 Delete this Subparagraph in its entirety.

15.4.3 Delete this Subparagraph in its entirety.

15.4.4 Delete this Subparagraph in its entirety.

15.4.4.1 Delete this Clause in its entirety.

15.4.4.2 Delete this Clause in its entirety.

15.4.4.3 Delete this Clause in its entirety.

15.5 Add a new Paragraph as follows:

Arbitration Procedures for the Owner

All matters of dispute arising out of any agreement with the Owner or Owner's Board for planning, design, engineering, construction, erection, repair, or alteration of any building, structure, fixture, road, highway, utility or any part thereof, or any agreement with the Owner or Owner's Board for architectural, engineering, surveying, planning, and related professional services which provides for mediation or arbitration, shall comply with the following course for resolution. No arbitration hearing shall be granted on any claim in excess of One Hundred Thousand Dollars (\$100,000.00).

15.5.1 Add a new Subparagraph and Clauses as follows:

Conditions Precedent to Arbitration

.1 The aggrieved party must first notify opposing party in writing in detail of the matter(s) in dispute the amount involved and

the remedy sought. Such writing shall include copies of any documents, writings, plans, or other matter pertinent to the resolution of the dispute. The Director/Head of the Owner and a principal of the opposing party shall be the proper parties for such notice and shall be active parties in any subsequent dispute resolution.

- .2 If the dispute cannot be satisfactorily resolved, within thirty (30) days of the complaint being rejected in writing by either party, notice by certified mail shall be given to the Director or Head of Owner or Owner's Board. A copy of the notice shall be sent by certified mail to the opposing party. Such notice shall be in writing setting forth in detail the matter(s) in dispute, the amount involved, the remedy sought and state that informal resolution between the parties cannot be reached. Such writing shall include copies of any documents, writings, plans, or other matter pertinent to the resolution of the dispute. Opposing party shall have the opportunity to set forth in writing a rebuttal with pertinent documents attached. At the sole discretion of the Deputy Director, oral testimony may be had on the matter.*

15.5.2 Add a new Subparagraph as follows:

Requests for Arbitration

Within thirty (30) days of a claim being rejected in writing by the Director or Head of Owner or Owner's board, either party may request arbitration. Notices for requests for arbitration shall be made in writing to the Executive Director / Director of Owner or Owner's Board. Such notice shall set forth in detail the matter(s) in dispute, the amount involved, and the remedy sought. A copy of the request shall be mailed to the opposite party. The party requesting arbitration must deposit the sum of two hundred (\$200.00) with its request as a deposit against costs incurred by the arbitrators. Each party will be notified in writing in any manner provided by law of certified mail not less than twenty (20) days before the hearing of the date, time and place for the hearing. Appearance at the hearing waives a party's right to notice.

15.5.3 Add a new Subparagraph as follows:

Selection of Arbitrators

Upon request for arbitration, a panel of three (3) arbitrators shall be chosen. One (1) member shall be appointed by the Executive Director / Director or Head of Owner or Owner's Board. One (1) member shall be appointed by the executive director of a professional or trade association which represents interests similar to that of the non-state party. The third member shall be appointed by the first two.

15.5.4 Add a new Subparagraph as follows:

Hearings

*All hearings shall be open to the public. All hearings will be held in Jackson, Mississippi, unless another location is mutually agreed to by the parties. The hearings shall be conducted as prescribed by **Mississippi Code 1972, Annotated**, Sections 11-15-113, 11-15-115, and 11-15-117. A full and complete record of all proceedings shall be taken by a certified court reporter. The scheduling and cost of retaining the court reporter shall be the responsibility of the party requesting arbitration. The costs of transcription of the record shall be the responsibility of the party requesting such transcript. No arbitration hearing shall be held without a certified court reporter. Deliberations of the arbitrators shall not be part of the record.*

15.5.5 Add a new Subparagraph as follows:

Awards

Awards shall be made in writing and signed by the arbitrators joining in the award. A copy of the award shall be delivered to the parties by certified mail.

15.5.6 Add a new Subparagraph as follows:

Fees and Expenses

Reasonable fees and expenses, excluding counsel fees, incurred in the conduct of the arbitration shall be at the discretion of

the Arbitrator except each party shall bear its own attorney's fees and costs of expert witnesses.

15.5.7 Add a new Subparagraph as follows:

Modifications, Confirmations, and Appeals

*All modifications, confirmations and appeals shall be as prescribed by **Mississippi Code 1972, Annotated**, Section 11-15-123 et seq. All awards shall be reduced to judgment and satisfied in the same manner other judgments against the State are satisfied.*

15.5.8 Add a new Subparagraph as follows:

Secretary for the Arbitrators

All notices, requests, or other correspondence intended for the arbitrators shall be sent to Executive Director / Director / Head of Owner or Owner's Board.

PART 2 – FEDERAL REQUIREMENTS

2.01 **APPLICABILITY**

When project funding includes Federal funds, the applicable Federal Labor Standards Provisions will be included herein, to which the Contractor, and all Subcontractors, shall be subject to. Where no such pages are included, then no special provisions shall apply.

PART 3 - WAGE RATES

3.01 **GENERAL**

When project funding includes Federal funds, the applicable Federal Government Wage Determinations will be included herein, to which the Contractor, and all Subcontractors, shall be subject to. Where no such pages are included, then no special wages shall apply.



THE CITY OF OXFORD

Specifications

Temporary Ice Skating Rink for Holly Jolly Holiday

**107 Courthouse Square
Oxford, Mississippi**

Mayor

Robyn Tannehill

Board of Alderman

Erin Smith, Ward I

Mark Huelse, Ward II

Brian Hyneman, Ward III

Kesha Howell-Atkinson, Ward IV

Preston Taylor, Ward V

Jason Bailey, Pro-Tem, Ward VI

Mary Margaret Crowe, Alderman At-Large

107 Courthouse Square
Oxford, Mississippi 38655

July 2025

I. Technical Specifications

A. The prospective bidder agrees to provide, install, and maintain the following:

- 40' x 80' ice skating rink with sides (curved or 90 degree corners). The skating area will be 3,200 square feet.
- High Efficiency Refrigeration Chiller adequate to control ice for the ice rink. The chiller shall include a heat pump, Glycol tanks and dasher board for the 3,200 square foot ice rink.
- 225 ice skates of various sizes.
- Skating aids (10 or more).
- Technician(s) needed for ice skate setup and breakdown.
- Maintenance technician for repair and maintenance service during event. If the skating rink has to be closed for repair, a maintenance technician must be able to be on-site and to repair the rink to full operational status within 24 hours. If the equipment is not working for more than 24 hours, resulting in loss of revenue from the City of Oxford, then the average daily sales will be deducted from final pay app.
-

B. The City of Oxford will provide the following items necessary for operation of the ice skating rink:

- Power source for skating rink within 20 feet of skating rink. 480 volts 3 phase 60 Hz 200 amps
- Tap water connection and fees for water use.
- Covered, level, concrete deck area for installation.
- Fork lift to unload materials.

II. Installer's requirements

- Installers must provide references for similar projects upon request.
- Insurance requirements are listed in Article 11.
- The equipment must be in good working order. Damages resulting from unloading or loading are the responsibility of the installer.
- If the equipment is not working for more than 24 hours, resulting in loss of revenue from the City of Oxford, then the average daily sales will be deducted from final pay app.

III. Performance requirements

The equipment provided should be in good working order. Damages to equipment during unloading or loading is the responsibility of the bidder. The City of Oxford is not responsible for any damages to equipment resulting from installation and maintenance of the product.

A bid bond (or 5% certified check) and a performance bond will be required for this contract. Per the terms on Bonds General Conditions (Page 15), "The Performance Bond is for an amount equal to the full amount of said Contract".

IV. Pre-Bid Conference

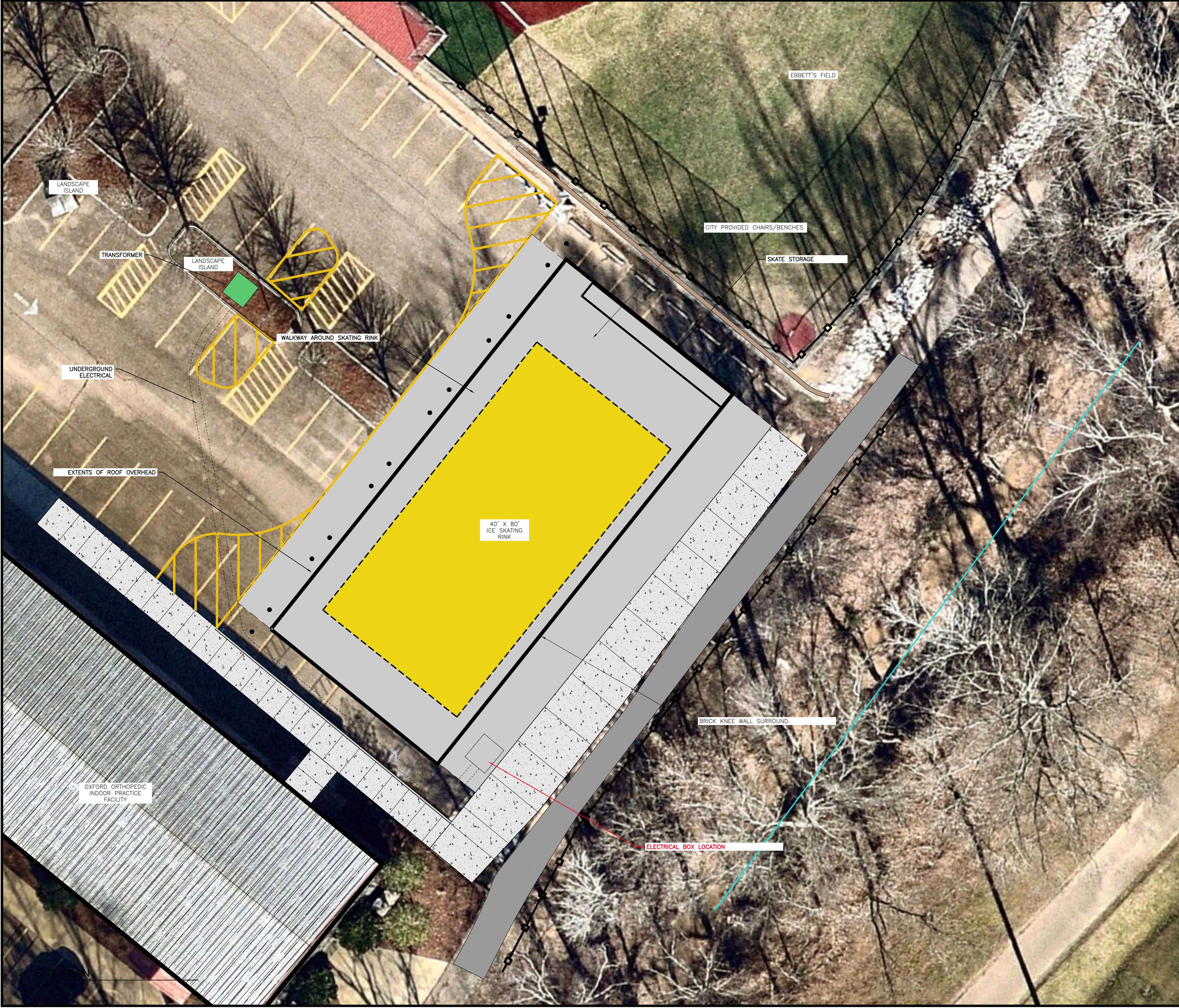
A non-voluntary pre-bid meeting will be held at the mTrade Park Pavilion at 11:00 am on August 19th. Potential bidders are highly encouraged to attend the pre-bid meeting.

V. Ice Skating Rink Location See Appendix A

Appendix A

Location of Temporary Ice Skating Rink

C:\Users\mlevy\Downloads\mTrade_skating_rink.dwg SAVE:7/23/2025 3:56 PM PLOT:7/30/2025 9:42 AM



- NOTES:
1. TEMPORARY SKATING RINK LAYOUT MAY BE ADJUSTED IN FIELD. THE DRAWINGS ARE ILLUSTRATIVE ONLY.
 2. SEE PLAN DOCUMENTS FOR SLAB DEPTH, SLAB SLOPES, AND PLACEMENT OF INTERIOR UTILITIES.
 3. THE LOCATION OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE ONLY. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL CONTACT THE UTILITY OWNERS AND REQUEST THEM TO PROPERLY LOCATE THEIR RESPECTIVE UTILITY ON THE GROUND.

FLAT CONCRETE PAVING

40' X 80' ICE SKATING RINK



OXFORD
GENERAL
GOVERNMENT
107 Courthouse Square
Oxford, Mississippi 38655

Mark Levy, PLA, ASLA

mTrade Park Pavilion

Temporary Ice Skating Rink Layout

328 Old Sardis Road
Oxford, Mississippi

REVISIONS:

DATE: 07/30/2025
DRAWN BY: Mark Levy

SITE PLAN

SHEET NO.

L100



THE CITY OF
OXFORD

MEMORANDUM

To: Board of Aldermen
From: Mark Levy
CC: Hollis Green
Date: September 2, 2025
Re: Consider Change Order No. 1 from Century Construction for the renovation to historic Oxford City Hall

Staff is requesting permission to accept Change Order No. 1 for a small change in the demolition scope. No extra days will be added for the additional work.

The total contract amount will increase \$400.00.

Enclosure (1)

Change Order No. 1 from Century Construction



AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Renovations to Historic City Hall

107 Courthouse Square
Oxford, MS 38655

CONTRACT INFORMATION:
Contract For: Renovations to Historic
City Hall
Date: 08-28-2025

CHANGE ORDER INFORMATION:
Change Order Number: 001

Date: August 28, 2025

OWNER: *(Name and address)*
City of Oxford
107 Courthouse Square
Oxford, MS 38655

ARCHITECT: *(Name and address)*
Howorth Architects, P.A.
d/b/a Howorth & Associates Architects
800 North Lamar Boulevard, Suite 4
Oxford, MS 38655

CONTRACTOR: *(Name and address)*
Century Construction
705 Robert E. Lee Drive
Tupelo, Mississippi 38802

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

See attached Century Construction Proposal

The original was
The net change by previously authorized Change Orders
The prior to this Change Order was
The will be increased by this Change Order in the amount of
The new including this Change Order will be

\$	1,412,000.00
\$	0.00
\$	1,412,000.00
\$	400.00
\$	1,412,400.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be January 20, 2026

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Signed by:

CF53129256384C8...

ARCHITECT *(Signature)*

BY: Jonathan Mattox, Principal
(Printed name, title, and license number if required)

8/28/2025

Date

Signed by:

DD651F62E0CA457...

CONTRACTOR *(Signature)*

BY: Dason Maloney, President of
General Construction
(Printed name and title)

8/28/2025

Date

OWNER *(Signature)*

BY: Robyn Tannehill, Mayor
(Printed name and title)

Date



CENTURY
construction

DATE: August 25, 2025
TO: Howorth & Associates; City of Oxford
RE: Oxford City Call Renovations
SECTION: Demolition Changes per revised SK-001 Sheets, dated 8.21.25
COR: # 1

We Propose To Complete the Following In Addition To The Original Contract:

All labor, material, equipment, tools, and accessories to perform the following work according to revised SK-001 Sheets dated 08.21.25.

- 2) Demolition of Clerk's desk platform: \$1,225.00
- 3) Credit for leaving plaster wall in city clerk hall: (\$1,225.00).
- 4) Dumpster \$400

Change order pricing does not include electrical, millwork, framing, wall patching, plaster patching, or painting.

No days are to be added to contract duration.

Total Price: \$400.00

NOTES:

Price does not include additional parts or services that have not been listed above.
This quote expires 30 days from the above date.

Accepted

Date

705 Robert E. Lee Drive
Phone (662) 844-3331

Tupelo, Mississippi 38802
www.centurycg.com



MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

CC: Hollis Green, COO

Date: September 2, 2025

Re: Request for Permission for Mayor to Sign a Contract for Purchase of Lot 2, Anderson Road Student Housing Development

Engineering requests permission to have the mayor sign a contract for the purchase of Lot 2 of the Anderson Road Student Housing Development for **\$1,450,000.00**. The Board of Aldermen previously authorized the Engineering Department to seek appraisals and engage in negotiations with the owner for this piece of property. This property would potentially serve as a site for a new elevated water tank.

In addition, a request is also made to authorize the closing agent to issue title insurance for the purchase in the estimated amount of **\$4,900.00**.

CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE

BY THIS CONTRACT, entered into this the ____ day of August, 2025 (the "Contract"), Rebel Properties KP7, LLC ("Seller"), agrees to sell to the City of Oxford, Mississippi, a Mississippi municipal corporation (the "City" or "Buyer"), and the City agrees to purchase from Seller the property described and on the terms and conditions contained herein, and pursuant to the resolution of the Mayor and Board of Aldermen of the City of Oxford, Mississippi, authorizing the purchase of said property.

In consideration of the mutual promises and covenants contained herein, together with other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to the following:

1. PROPERTY DESCRIPTION: The property is described as Lot 2 of the Preliminary and Final Plat for Anderson Road Development, attached hereto as **Exhibit "A"**, to be recorded in the Public Records of Lafayette County, Mississippi (the "Property"). The portion of the larger property from which the Property is being divided, and which remainder Seller will continue to own is hereinafter referred to as the "Seller Retained Property".

2. PURCHASE PRICE: The consideration for sale of the Property shall be \$1,450,000.00 (One million four hundred fifty thousand dollars and zero cents) given at Closing.

3. TAXES: Responsibility of ad valorem taxes, if any, on the Property shall be prorated with a credit given to the Seller as of the day of Closing.

4. TITLE: Seller shall transfer the Property with good and marketable title free of all liens, easements, covenants, encumbrances and defects, except any existing matter of record, and conveyance shall be by Special Warranty Deed.

5. CLOSING DATE: The date of closing ("Closing") shall be August 29, 2025. Possession of the Property will be given to Buyer at closing.

6. CLOSING COSTS: Except where specifically mentioned in this Contract, the Parties shall be responsible for and bear their own expenses related to the closing. Seller and Buyer shall each be responsible for their respective attorney fees. Buyer shall be responsible for the recording cost of the Special Warranty Deed and preparation of same.

7. DELIVERIES: The Seller shall furnish to the City at or before closing:

- a) Special Warranty Deed to the Property prepared at Buyer's expense;
- b) a resolution or minutes of the Seller showing its authority to transfer the Property and the authority to execute all documents necessary to consummate the conveyance;

8. REPRESENTATIONS AND WARRANTIES:

- a) This Contract constitutes the legal, valid and binding obligation of Seller

enforceable in accordance with its terms, Seller has full power and authority to own the Property and to enter into and perform the terms and conditions of this Contract.

- b) The Seller as of the date of closing is a business corporation in good standing with the Mississippi Secretary of State's office.
- c) The execution, delivery and performance of this Contract by Seller have been duly authorized by all necessary action and no further action is necessary on its part to make this Contract valid, binding and enforceable against Seller.
- e) All representations, conditions and agreements shall survive the closing and remain in full effect.

9. BREACH:

- a) In the event of a default or breach by Seller of any of the covenants or conditions or obligations of Seller under this Contract or in the event any of Seller's representations and warranties are not true and correct as of Closing, Buyer shall give notice to Seller and may either declare this Contract null and void or pursue specific performance of the terms of this Contract as Buyer's sole remedies.
- b) In the event of a default or breach by Buyer of the obligations of Buyer under this Contract, Seller shall have the right to sue for specific performance (which shall include Buyer purchasing the property under the terms hereof) or damages.

10. ENTIRE AGREEMENT; NON-WAIVER: This Contract constitutes the entire and final agreement of the parties, incorporates all prior agreements between the parties and cannot be modified except by their written consent. Each party acknowledges that it has read and understands the terms and conditions of this Contract. No waiver by a party of any provision of this Contract shall be deemed to have been made unless in writing, and any such waiver shall not operate as a waiver of any other right, power or privilege under this Contract.

11. CHOICE OF LAW: The terms, conditions and provisions of this Contract shall be construed according to the laws of the State of Mississippi.

12. AGENTS: Seller and Buyer represent and warrant that they have not engaged the services of any agent, broker, or similar party in connection with this transaction.

13. COUNTERPARTS: This Contract may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute but one and the same instrument.

14. INTENTIONALLY DELETED.

15. AS IS SALE: Other than the express warranties stated herein and the limited warranty of title to be provided in the Special Warranty Deed, Buyer acknowledges that the Property is being sold AS IS, WHERE IS, AND WITH ALL FAULTS. Buyer acknowledges

that Seller has made no representations or warranties in or to the Property other than those expressly set forth herein, and Buyer hereby disclaims any and all representations or warranties as to the Property, its condition, and/or its fitness for any purpose.

[Signature Page(s) to Follow]

SO AGREED AND ENTERED into on the date shown above.

BUYER:

The City of Oxford, Mississippi

SELLER:

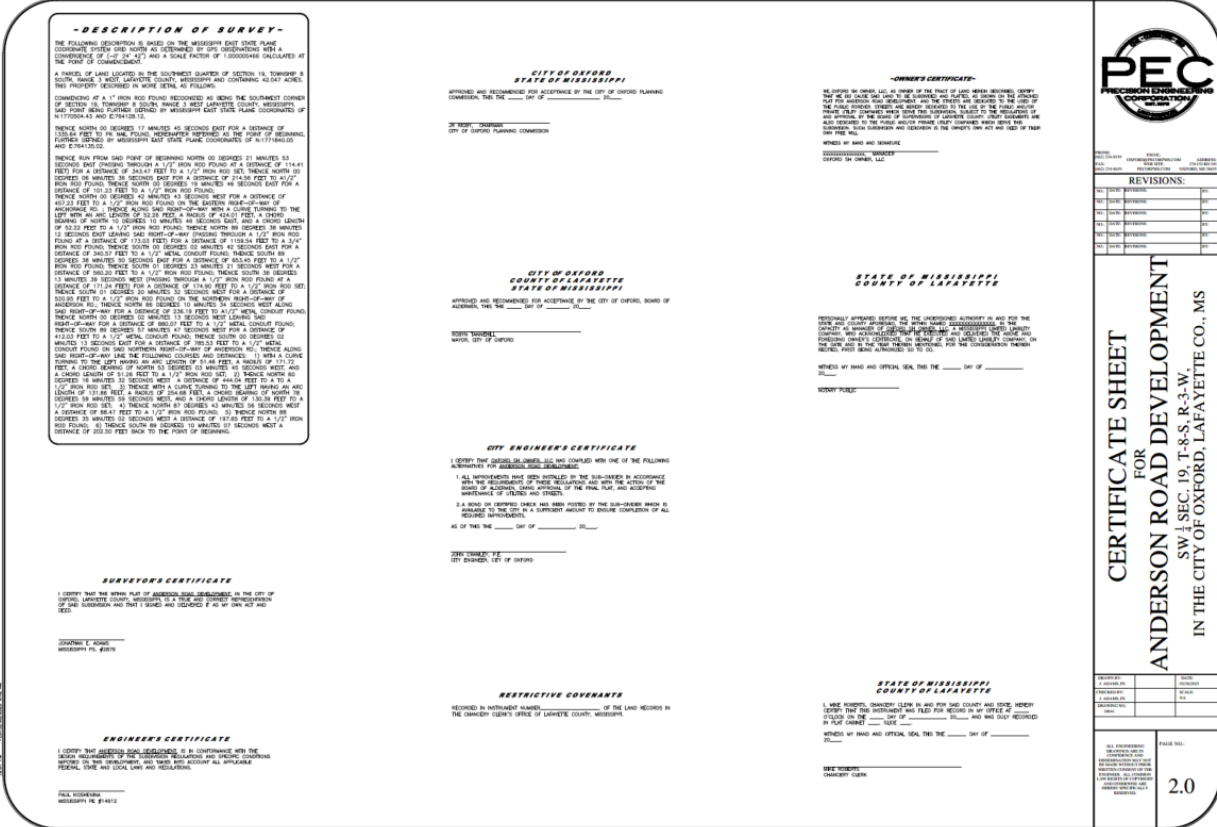
Rebel Properties KP7, LLC
300 S. Orange Avenue, Suite 1325
Orlando, Florida 32801

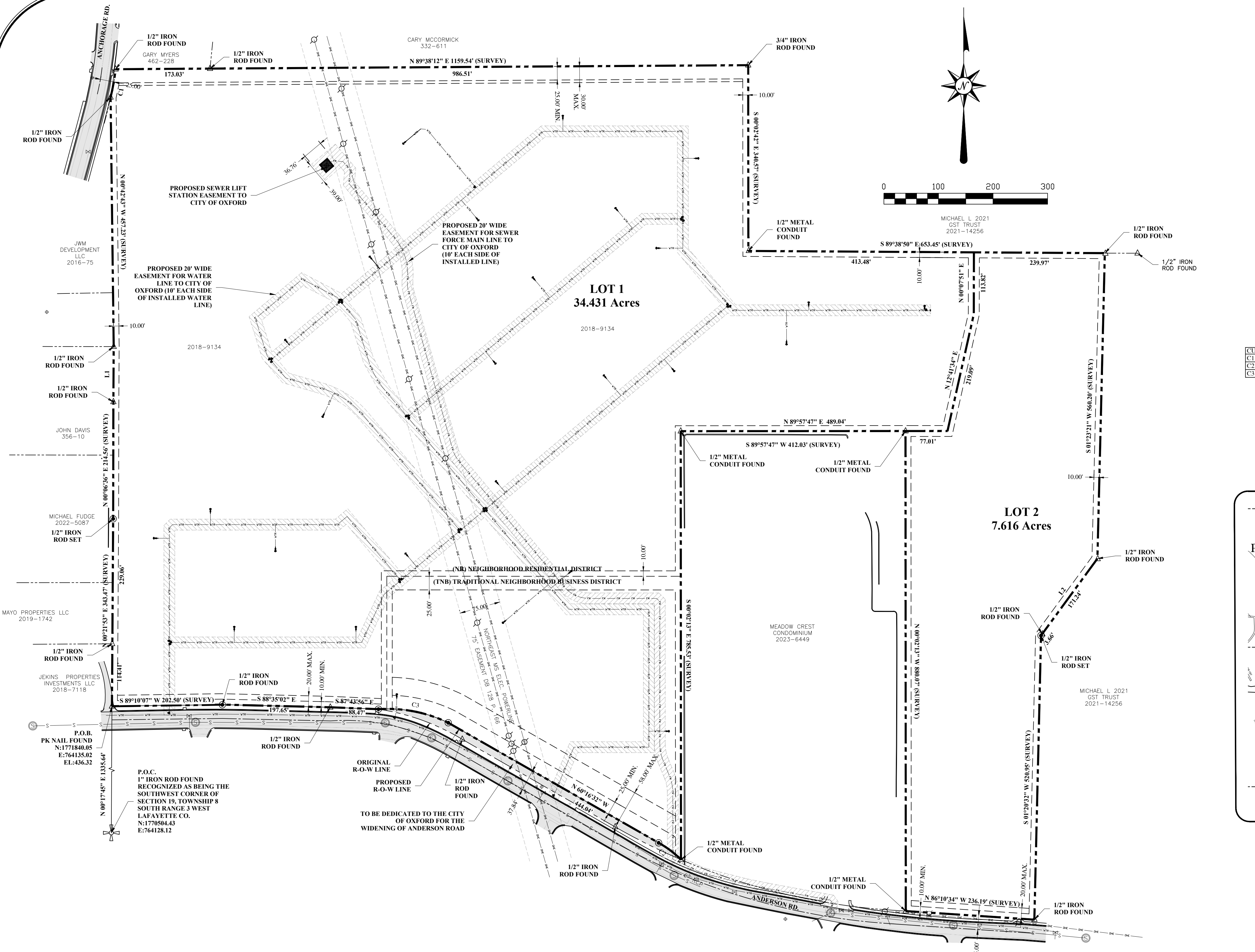
By: Robyn Tannehill, Mayor

By: Its:

Attest: Ashley Atkinson, City Clerk

351 of 361





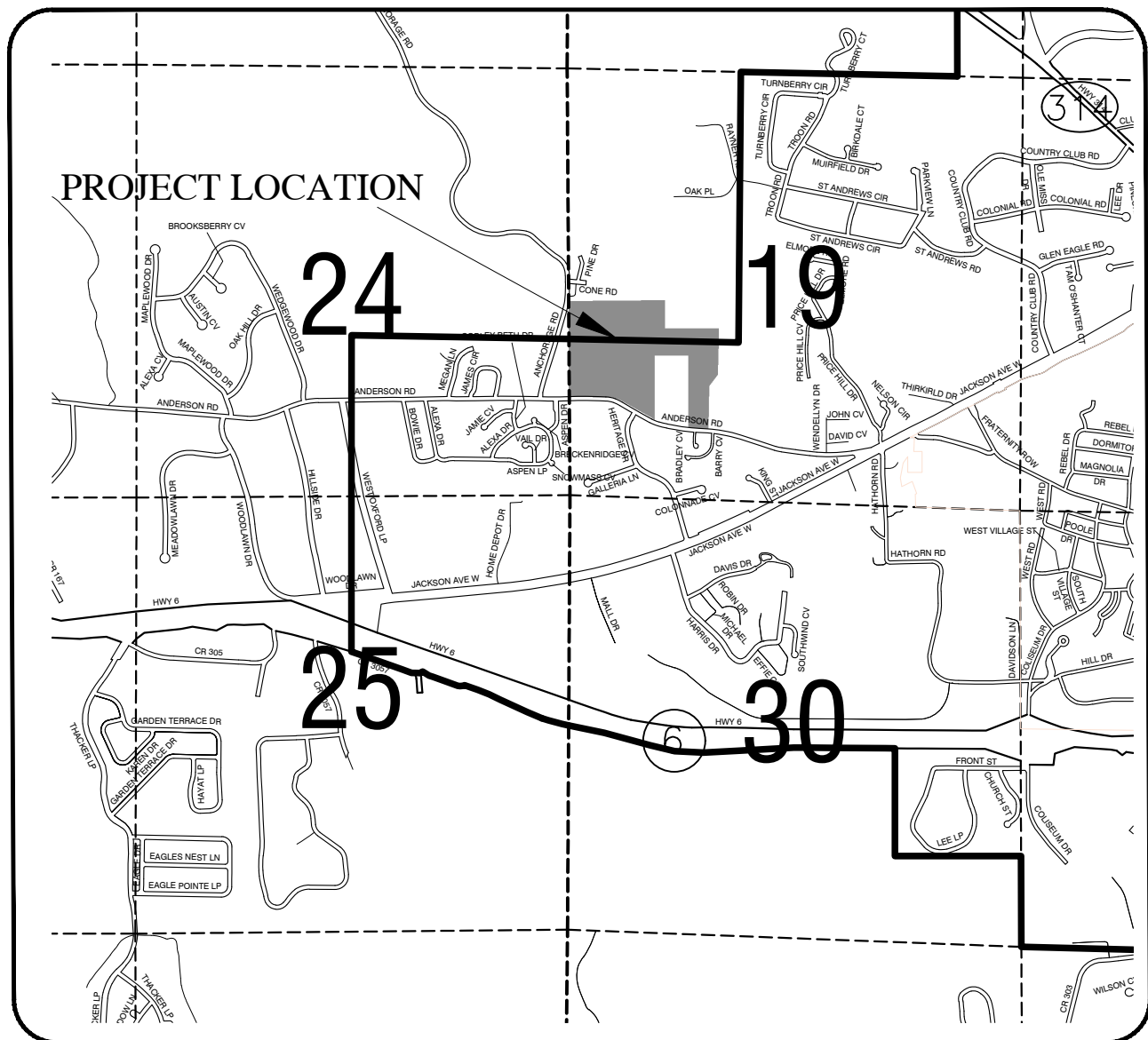
LEGEND

These standard symbols may be found in the drawing.

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

SURVEY CURVE CHART					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	52.26'	424.01'	7°03'42"	N 10°10'46" E	52.22'
C2	51.46'	171.72'	17°10'06"	N 53°03'45" W	51.36'
C3	131.86'	254.68'	29°39'48"	S 78°59'59" E	130.39'

SURVEY LINE CHART		
LINE	BEARING	DISTANCE
L1	N 00°19'46" E	101.23'
L2	S 36°13'39" W	174.90'
L3	N 88°35'02" W	197.65'



VICINITY MAP

~SURVEYORS NOTES~

- This Property has a land use classification of Class "B" as defined in Appendix "A" and the boundary survey meets the Minimum Quality Requirements for Condition "B" as defined in Appendix "B" of the "MISSISSIPPI STANDARDS OF PRACTICE FOR SURVEYING".
- All Bearings are Based on Mississippi East State Plane Coordinate System Grid North as Determined By GPS Observations With A Convergence Of (±0° 24' 42") And a Scale Factor Of 1.000005466 Calculated At The Point Of Commencement.
- Horizontal Datum based on NAD 83(2011) and Vertical Datum based on NAVD 88 as posted on below station
- CCRC Real Time Network
CORS - This is a GPS Continuously Operating Reference Station
Designation - Oxford Cors ARP
CORS ID - MSOX
FID - DK6714
Lat - 34° 21' 50.93047"
Lon - 89° 31' 56.51638"
- Date Of Field Survey: May 2025.
- This Property is Zoned (NR) Neighborhood Residential District. Setbacks for this zone are as follows: Front yard build-to line min/max = 10/20'. Side = Detached 10', attached or townhouse 0'. 15' building separation). Rear = (attached or detached 25'; Townhouse 30') and Property is Zoned (TNB) Traditional Neighborhood Business. Setbacks for this zone are as follows : Front yard build-to line min/max = 0', 58'. Side = 10' on one side of primary structure. Rear = 25' unless abuts residential uses in ER or SR, then 50' for more details see Land Development Code.
- This survey is subject to any easements recorded or unrecorded, shown or not shown on this Plat.
- This survey was done without the benefit of a Title search.
- Adjoining property owners shown hereon were obtained from Tri State Consulting Services Inc. as shown at the time of survey and may or may not be up to date.
- This property is located in Zone "X" according to the Flood Insurance Rate Map No. 28071C0256C Community: City Of Oxford. No.: 280094, Panel No.: 0256, Suffix: C, Dated 11/26/2010.
- Water and sewer force main utilities located within dedicated easements shall be the property of the City of Oxford.
- All storm drain infrastructure located within the extent of this plat shall be privately owned and maintained by the homeowners association. The City of Oxford does not own or maintain any storm drainage pipes or stormwater management facilities.

~DESCRIPTION OF SURVEY~

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

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

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

Thence North 00 Degrees 17 Minutes 45 Seconds East for a distance of 1335.64 feet to PK Nail found, hereinafter referred as the POINT OF BEGINNING, further defined by Mississippi East State Plane Coordinates of N:1770504.43 and E:764135.02.

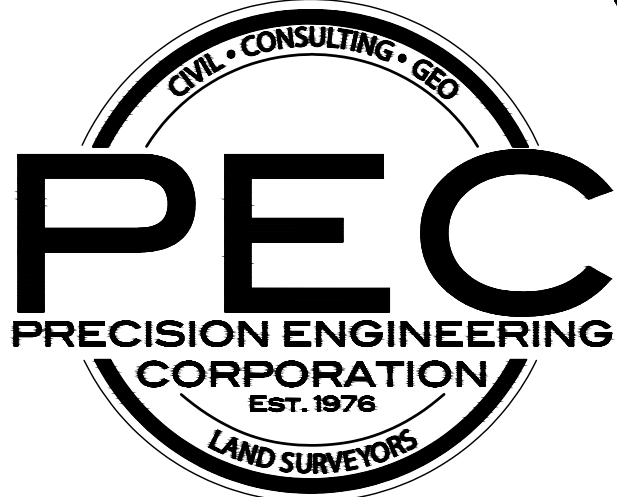
Thence run from said POINT OF BEGINNING North 00 Degrees 21 Minutes 53 Seconds East (passing through a 1/2" Iron Rod found at a distance of 114.41 feet) for a distance of 343.47 feet to a 1/2" Iron Rod set; Thence North 00 Degrees 06 Minutes 36 Seconds East for a distance of 214.56 feet to a 1/2" Iron Rod found; Thence North 00 Degrees 19 Minutes 46 Seconds East for a distance of 101.23 feet to a 1/2" Iron Rod found; Thence North 00 Degrees 42 Minutes 43 Seconds West for a distance of 457.23 feet to a 1/2" Iron Rod found on the eastern right-of-way of Anchorage Rd.; Thence along said right-of-way with a curve turning to the left with an arc length of 52.26 feet, a radius of 424.01 feet, a chord bearing of North 10 Degrees 10 Minutes 46 Seconds East, and a chord length of 52.22 feet to a 1/2" Iron Rod found; Thence North 89 Degrees 38 Minutes 12 Seconds East leaving said right-of-way (passing through a 1/2" Iron Rod found at a distance of 173.03 feet) for a distance of 1159.54 feet to a 3/4" Iron Rod found; Thence South 00 Degrees 02 Minutes 42 Seconds East for a distance of 340.57 feet to a 1/2" Metal Conduit found; Thence South 89 Degrees 38 Minutes 50 Seconds East for a distance of 653.45 feet to a 1/2" Iron Rod found; Thence South 01 Degrees 23 Minutes 21 Seconds West for a distance of 560.20 feet to a 1/2" Iron Rod found; Thence South 36 Degrees 13 Minutes 39 Seconds West (passing through a 1/2" Iron Rod found at a distance of 171.24 feet) for a distance of 174.90 feet to a 1/2" Iron Rod set; Thence South 01 Degrees 20 Minutes 32 Seconds West for a distance of 520.95 feet to a 1/2" Iron Rod found on the northern right-of-way of Anderson Rd.; Thence North 86 Degrees 10 Minutes 34 Seconds West along said right-of-way for a distance of 236.19 feet to a 1/2" Metal Conduit found; Thence North 00 Degrees 02 Minutes 13 Seconds West leaving said right-of-way for a distance of 880.07 feet to a 1/2" Metal Conduit found; Thence South 89 Degrees 37 Minutes 47 Seconds West for a distance of 412.03 feet to a 1/2" Metal Conduit found; Thence South 00 Degrees 02 Minutes 13 Seconds East for a distance of 785.53 feet to a 1/2" Metal Conduit found on said northern right-of-way of Anderson Rd.; Thence along said right-of-way line the following courses and distances: 1) with a curve turning to the left having an arc length of 51.46 feet, a radius of 171.72 feet, a chord bearing of North 53 Degrees 03 Minutes 45 Seconds West, and a chord length of 51.26 feet to a 1/2" iron rod set; 2) Thence North 60 Degrees 16 Minutes 32 Seconds West, a distance of 444.04 feet to a 1/2" iron rod set; 3) Thence with a curve turning to the left having an arc length of 131.86 feet, a radius of 254.68 feet, a chord bearing of North 78 Degrees 59 Minutes 59 Seconds West, and a chord length of 130.39 feet to a 1/2" iron rod set; 4) Thence North 87 Degrees 43 Minutes 56 Seconds West, a distance of 98.47 feet to a 1/2" iron rod found; 5) Thence North 88 Degrees 35 Minutes 02 Seconds West a distance of 197.65 feet to a 1/2" iron rod found; 6) Thence South 89 Degrees 10 Minutes 07 Seconds West a distance of 202.50 feet back to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE

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

JONATHAN E. ADAMS
MS PS-2879

DATE



PHONE: (662) 234-8539
FAX: (662) 234-8639
EMAIL: OXFORD@PECORPMS.COM
WEB SITE: PECORPMS.COM
ADDRESS: 1776 N. LAMAR
OXFORD, MS 38655

REVISIONS:

NO.	DATE	REVISIONS:	BY:

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

DRAWN BY: J. ADAMS	DATE: 05/28/2025
CHECKED BY: J. ADAMS	SCALE: 1"=100'
DRAWING NO.: 24044	

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

PAGE NO.:

1.0

Z:\Shared\Documents\DATA\project\2004 Anderson Rd Harvey Student Housing Charter Development\Survey\Cad Files\24044 Pre And Final Plat Anderson Rd Harvey Student Housing Charter Development.dwg
PLOT15/20/2025 9:42 AM
S:\E5/29/2025

~ DESCRIPTION OF SURVEY ~

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

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

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

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

THENCE RUN FROM SAID POINT OF BEGINNING NORTH 00 DEGREES 21 MINUTES 53 SECONDS EAST (PASSING THROUGH A 1/2” IRON ROD FOUND AT A DISTANCE OF 114.41 FEET) FOR A DISTANCE OF 343.47 FEET TO A 1/2” IRON ROD SET; THENCE NORTH 00 DEGREES 06 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 214.56 FEET TO A1/2” IRON ROD FOUND; THENCE NORTH 00 DEGREES 19 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 101.23 FEET TO A 1/2” IRON ROD FOUND; THENCE NORTH 00 DEGREES 42 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 457.23 FEET TO A 1/2” IRON ROD FOUND ON THE EASTERN RIGHT–OF–WAY OF ANCHORAGE RD. ; THENCE ALONG SAID RIGHT–OF–WAY WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 52.26 FEET, A RADIUS OF 424.01 FEET, A CHORD BEARING OF NORTH 10 DEGREES 10 MINUTES 46 SECONDS EAST, AND A CHORD LENGTH OF 52.22 FEET TO A 1/2” IRON ROD FOUND; THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST LEAVING SAID RIGHT–OF–WAY (PASSING THROUGH A 1/2” IRON ROD FOUND AT A DISTANCE OF 173.03 FEET) FOR A DISTANCE OF 1159.54 FEET TO A 3/4” IRON ROD FOUND; THENCE SOUTH 00 DEGREES 02 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 340.57 FEET TO A 1/2” METAL CONDUIT FOUND; THENCE SOUTH 89 DEGREES 38 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 653.45 FEET TO A 1/2” IRON ROD FOUND; THENCE SOUTH 01 DEGREES 23 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 560.20 FEET TO A 1/2” IRON ROD FOUND; THENCE SOUTH 36 DEGREES 13 MINUTES 39 SECONDS WEST (PASSING THROUGH A 1/2” IRON ROD FOUND AT A DISTANCE OF 171.24 FEET) FOR A DISTANCE OF 174.90 FEET TO A 1/2” IRON ROD SET; THENCE SOUTH 01 DEGREES 20 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 520.95 FEET TO A 1/2” IRON ROD FOUND ON THE NORTHERN RIGHT–OF–WAY OF ANDERSON RD.; THENCE NORTH 86 DEGREES 10 MINUTES 34 SECONDS WEST ALONG SAID RIGHT–OF–WAY FOR A DISTANCE OF 236.19 FEET TO A1/2” METAL CONDUIT FOUND; THENCE NORTH 00 DEGREES 02 MINUTES 13 SECONDS WEST LEAVING SAID RIGHT–OF–WAY FOR A DISTANCE OF 880.07 FEET TO A 1/2” METAL CONDUIT FOUND; THENCE SOUTH 89 DEGREES 57 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 412.03 FEET TO A 1/2” METAL CONDUIT FOUND; THENCE SOUTH 00 DEGREES 02 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 785.53 FEET TO A 1/2” METAL CONDUIT FOUND ON SAID NORTHERN RIGHT–OF–WAY OF ANDERSON RD.; THENCE ALONG SAID RIGHT–OF–WAY LINE THE FOLLOWING COURSES AND DISTANCES: 1) WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 51.46 FEET, A RADIUS OF 171.72 FEET, A CHORD BEARING OF NORTH 53 DEGREES 03 MINUTES 45 SECONDS WEST, AND A CHORD LENGTH OF 51.26 FEET TO A 1/2” IRON ROD SET; 2) THENCE NORTH 60 DEGREES 16 MINUTES 32 SECONDS WEST A DISTANCE OF 444.04 FEET TO A TO A 1/2” IRON ROD SET; 3) THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 131.86 FEET, A RADIUS OF 254.68 FEET, A CHORD BEARING OF NORTH 78 DEGREES 59 MINUTES 59 SECONDS WEST, AND A CHORD LENGTH OF 130.39 FEET TO A 1/2” IRON ROD SET; 4) THENCE NORTH 87 DEGREES 43 MINUTES 56 SECONDS WEST A DISTANCE OF 88.47 FEET TO A 1/2” IRON ROD FOUND; 5) THENCE NORTH 88 DEGREES 35 MINUTES 02 SECONDS WEST A DISTANCE OF 197.65 FEET TO A 1/2” IRON ROD FOUND; 6) THENCE SOUTH 89 DEGREES 10 MINUTES 07 SECONDS WEST A DISTANCE OF 202.50 FEET BACK TO THE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE

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

JONATHAN E. ADAMS
MISSISSIPPI PS. #2879

ENGINEER'S CERTIFICATE

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

PAUL KOSHENINA
MISSISSIPPI PE #14912

CITY OF OXFORD
STATE OF MISSISSIPPI

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

JR RIGBY, CHAIRMAN
CITY OF OXFORD PLANNING COMMISSION

CITY OF OXFORD
COUNTY OF LAFAYETTE
STATE OF MISSISSIPPI

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

ROBYN TANNEHILL
MAYOR, CITY OF OXFORD

CITY ENGINEER'S CERTIFICATE

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

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

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

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

RESTRICTIVE COVENANTS

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

~OWNER'S CERTIFICATE~

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

WITNESS MY HAND AND SIGNATURE

XXXXXXXXXXXXXXXXX, MANAGER
OXFORD SH OWNER, LLC

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

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

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

NOTARY PUBLIC _____

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

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

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

MIKE ROBERTS
CHANCERY CLERK



PHONE: (662) 234-8539 EMAIL: OXFORD@PECORPMS.COM ADDRESS: 276 CO RD 101
FAX: (662) 234-8639 WEB SITE: PECORPMS.COM OXFORD, MS 38655

REVISIONS:

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

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

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

ALL ENGINEERING
DRAWINGS ARE IN
CONFIDENCE AND
DISSEMINATION MAY NOT
BE MADE WITHOUT PRIOR
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PAGE NO.:

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MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

CC: Hollis Green, COO / Rob Neely, General Manager, P.E.

Date: September 2, 2025

Re: Request Permission to the Award Low Bid,
Punkin Water System Water Plant Demolition

On August 26, 2025 bids were opened for the above-captioned project and read aloud. Cleveland Construction was the low bidder at **\$129,500.00**.

Engineering recommends accepting the low bid of Cleveland Construction be accepted. Please note, two bids were received that were deemed “non-responsive” as those submittals did not include signed copies of the one addendum, as required. These bids were not read.

A certified copy of the bid tabulation is attached hereto.

BID TABULATION
CITY OF OXFORD
WATER PLANT DEMOLITION - PUNKIN WATER SYSTEM

Base Bid		Engineering Estimate	Cleveland Construction Hernando, MS Certificate No. 03884-SC	Eubank Construction Booneville, MS Certificate No. 24650-MC	Axis Site Work LLC Oxford MS Certificate No. 25966-MC	Jarnagin Maintenance Ramer TN Certificate No. 25115-MC	Cooley's Contracting Vanceleave MS Certificate No. 26681-SC
Item No.	Item Description	Lump Sum Amount	Lump Sum Amount	Lump Sum Amount	Lump Sum Amount	Lump Sum Amount	Lump Sum Amount
1	Mobilization	\$25,000.00	\$10,000.00	\$20,000.00	\$20,000.00		
2	Demolition of Water Plant No. 1 on CR 217	60,000.00	27,000.00	38,200.00	50,000.00		
3	Demolition of Water Plant No. 2 on CR 269	80,000.00	35,000.00	70,200.00	75,000.00		
4	Demolition of Water Plant No. 3 on Hwy 6	50,000.00	32,500.00	38,000.00	75,000.00		
5	Demolition of Water Plant No. 4 on Rock Springs Dr	45,000.00	25,000.00	40,000.00	74,000.00		
Total Base Bid		\$260,000.00	\$129,500.00	\$206,400.00	\$294,000.00	Non-Responsive Bid	Non-Responsive Bid

This is certified to be a true and correct tabulation of bids received:

** Non-responsive bids did not have signed addenda submitted with the bids as required.*

 8/26/25
David G. Daniels, PE
Consulting Engineer
Daniels & Associates, Inc.



MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

CC: Hollis Green, COO / Rob Neely, General Manager, P.E.

Date: September 2, 2025

Re: Request Permission to the Award Low Bid,
Punkin Water System Well Abandonment

On August 26, 2025 bids were opened for the above-captioned project and read aloud. Parks and Parks Water Well was the low bidder at **\$82,500.00**.

Engineering recommends the low bid of Parks and Parks Water Well be accepted.

A certified copy of the bid tabulation is attached hereto.

BID TABULATION
CITY OF OXFORD
WELL ABANDONMENT FOR PUNKIN WATER SYSTEM

Base Bid		Engineering Estimate	Parks & Parks Water Well Houston MS Certificate No. 05003-MC	Ratliff Water Well Service Holcomb MS Certificate No. 06458-SC	Donald Smith Company Headland, AL Cert. No. 14810-MC
Item No.	Item Description	Lump Sum Amount	Lump Sum Amount	Lump Sum Amount	Lump Sum Amount
1	Mobilization	\$18,000.00	\$7,500.00	\$20,000.00	\$21,842.00
2	Abandonment of Well No. 1 on CR 217	20,000.00	20,000.00	20,555.00	22,617.00
3	Abandonment of Well No. 2 on CR 269	25,000.00	20,000.00	23,611.00	26,159.00
4	Abandonment of Well No. 3 on CR 269	25,000.00	20,000.00	23,611.00	26,306.00
5	Conversion of Well No. 4 on Hwy 6 to Observation Well	15,000.00	15,000.00	14,222.00	21,850.00
Total Base Bid		\$103,000.00	\$82,500.00	\$101,999.00	\$118,774.00

Base Bid		Layne Christensen The Woodlands TX Certificate No. 00181-MC	A & B Construction Thaxton, MS Certificate No. 22363-SC	Walker-Hill Environmental Foxworth MS Certificate No. 09921-SC
Item No.	Item Description	Lump Sum Amount	Lump Sum Amount	Lump Sum Amount
1	Mobilization	\$13,500.00	\$8,500.00	\$25,400.00
2	Abandonment of Well No. 1 on CR 217	26,500.00	32,000.00	26,000.00
3	Abandonment of Well No. 2 on CR 269	33,000.00	36,500.00	36,200.00
4	Abandonment of Well No. 3 on CR 269	33,000.00	36,500.00	36,200.00
5	Conversion of Well No. 4 on Hwy 6 to Observation Well	17,000.00	16,000.00	25,400.00
Total Base Bid		<i>\$123,000.00</i>	\$129,500.00	\$149,200.00

* Red italic font indictes corrected mathematical error.

This is certified to be a true and correct tabulation of bids received:

 8/26/25
David G. Daniels, PE
Consulting Engineer
Daniels & Associates, Inc.



MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

CC: Hollis Green, COO / Rob Neely, General Manager, P.E.

Date: September 2, 2025

Re: Request for Utilities- Drinking Water,
Mid-South Companies, LLC for the Lamar Lakes Development on CR 101

Mid-South Companies, LLC has requested the city serve their proposed residential development on CR 101 in Lafayette County with drinking water. The property in question lies outside of the city limits beyond a one-mile radius. The City of Oxford does currently have a water main along CR 101 in this area that serves other customers and developments and, and would have the capacity to serve this development, should the Board of Aldermen decide to do so at its discretion.

A vicinity map and preliminary conceptual layout of the development is attached hereto.



WILLIAMS ENGINEERING CONSULTANTS, INC.

Professional Engineers | Professional Land Surveyors

August 21, 2025

Mr. John Crawley, City Engineer
City of Oxford
715 Molly Barr Road
Oxford, MS 38655

via e-mail

Re: Proposal for Civil Engineering Design
Lamar Lakes – CR 101
Lafayette County, Mississippi

Dear Mr. Crawley,

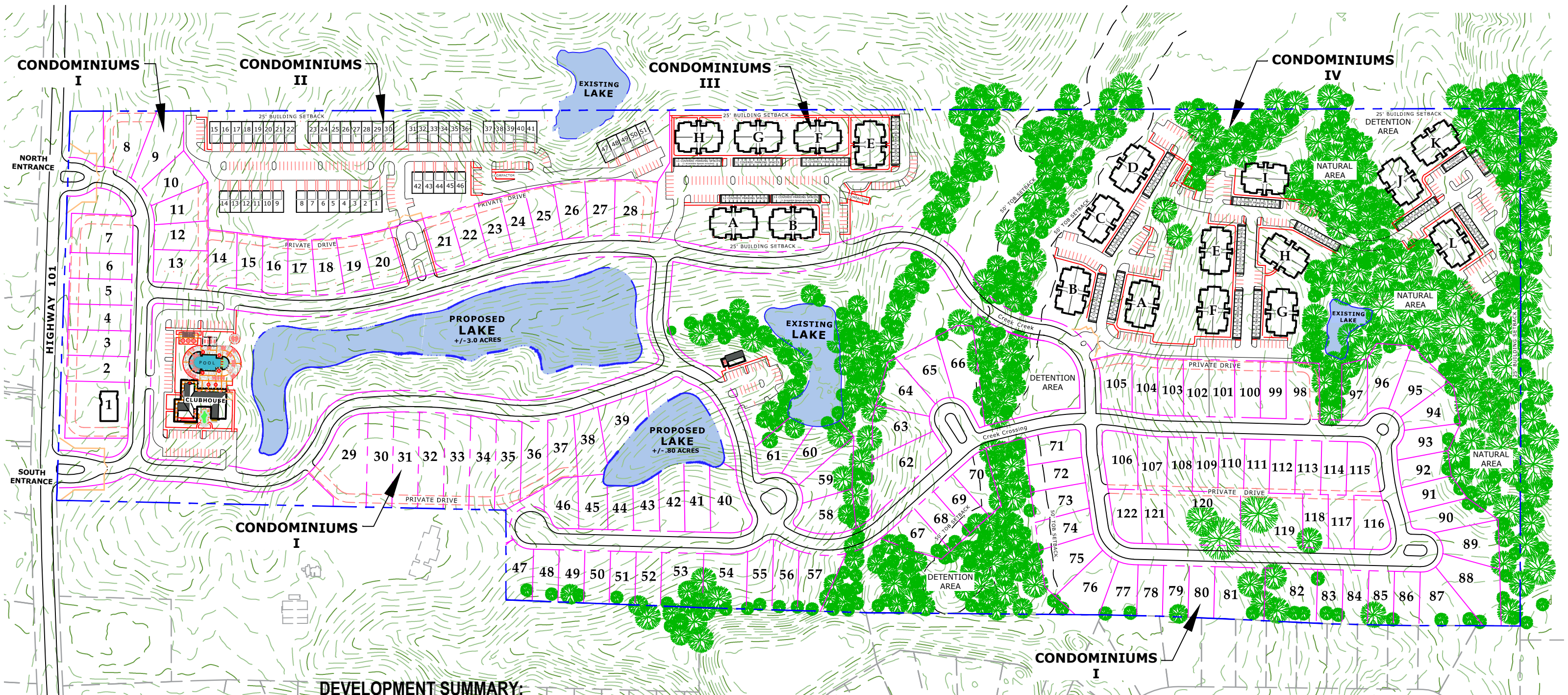
On behalf of Mid South Companies, LLC, I would like to request that the City provide water services to a proposed development on Lafayette County Road 101 north of the city limits. The project will be constructed on approximately 86 acres and be a mix of single family detached, townhomes and multi-family housing.

I have enclosed preliminary layout of the development for your reference. The mix matrix for the housing is on this drawing.

Please let me know when this request may be presented to the Board for consideration. If you have any questions, do not hesitate to call.

Sincerely,

Jeffery W. Williams, PE/PLS
President



DEVELOPMENT SUMMARY:

85.89 TOTAL ACRES
389 TOTAL UNITS

CONDOMINIUMS I:

UNIT#	UNIT LAND AREA
1-28	60' x 130'-145' (rear access drive included)
29-39	60' x 150'-220' (rear access drive included)
40-46	60' x 110'-160'
47-57	60' x 120'
58-70	60' x 130'-150'
71-97	60' x 120'-130'
98-122	60' x 125'-130' (rear access drive included)

CONDOMINIUMS II:

51 Units

CONDOMINIUM III:

72 Units

CONDOMINIUM IV:

144 Units

PRELIMINARY MASTER PLAN

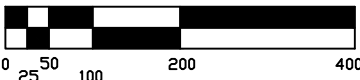
Lamar Lakes

A Traditional Residential Neighborhood Condominium Development

Lafayette County/Oxford, Mississippi



GRAPHIC SCALE (IN FEET)



A Planned Community Development By:

MID SOUTH COMPANIES
DEVELOPMENT * CONSTRUCTION * MANAGEMENT

Site Planning and Landscape Design By:

JLE Land Designs, LLC
124 Azalea Trails Drive
Brandon, Ms 39047
Phone: 601-260-1435
E-mail: jelmore@jledesigns.net

We are pledged to the letter and spirit of the U.S. Policy for the achievement of equal housing opportunity throughout the Nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, religion, sex, sexual orientation, disability, familial status or national origin. Developer reserves the right to make or adjust specifications without notice. All renderings, floor plans, features and photography are artist's depictions only. Features, pricing and dimensions shown herein are subject to change without notice. All dimensions are approximate. Oral and e-mail representations cannot be relied upon as accurately stating the representations of the Developer.



MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

CC: Hollis Green, COO

Date: September 2, 2025

Re: Request for Overnight Work & Street Closure, Jefferson Avenue, from 11th Street to 14th Street

Engineering requests permission, on behalf of the City of Oxford Street Department, for the approval of overnight work in order to close Jefferson Avenue, from 11th Street to 14th Street, on Tuesday, September 2nd, and Wednesday, September 3rd, beginning at 7:00 PM. Please note, this closure would last throughout the night and allow the Street Department to perform necessary maintenance at the crosswalks located on Jefferson Avenue and North Lamar Boulevard.