



AGENDA

City of Oxford

Board of Aldermen

Regular Meeting

Tuesday, November 18, 2025 at 05:00 PM

City Hall Courtroom

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

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

1. Opening the Meeting

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

2. Consider the consent agenda:

2.a. Fixed Asset Management:

- i. Request permission to declare equipment surplus in the Landscape Services Department and authorize its disposal. (Nick Matthews)
 - i. Stihl Weedeater FS131R, with serial number 535913380 and City of Oxford asset tag number 03242
 - ii. Stihl Weedeater, with serial number 529182150 and City of Oxford asset tag number 04423
 - iii. Stihl Weedeater FS131R, with serial number 522945578
- ii. Request permission to declare equipment surplus in the Oxford Police Department and authorize its disposal. (Jeff McCutchen)
 - i. 2016 Dodge Charger with VIN 2C3CDXAG2GH130071
 - ii. Dell Computer, with service tag number D4KROQ1 and City of Oxford asset tag number 00659

Attachments

- 1. [Surplus- Landscaping.pdf](#)
- 2. [Surplus- OPD.pdf](#)

2.b. Human Resources:

- i. Request permission to hire two full-time Communication Officers – Roger Kirby and Angel Madkins, both with an annual salary of \$41,798.70 – and one part-time Communication

- Officer — Jessie Pollard, who is uncertified, at a rate of \$12.00/hour — in the Oxford Police Department. (Braxton Tullos)
- ii. Request permission to hire a full-time Patrol Officer — Nicholas Davis, with an annual salary of \$54,107.60 — in the Oxford Police Department. (Braxton Tullos)
 - iii. Request permission to accept the resignation of five Reserve Officers — Cody Pruitt, Steven Austin, Shawn Williams, Rickey Raine, and Cory Gray — in the Oxford Police Department, effective November 18, 2025. (Braxton Tullos)
 - iv. Request permission to accept the resignation of two part-time Communication Officers — Joe Williard and Sarah Scott — in the Oxford Police Department, effective November 19, 2025. (Braxton Tullos)
 - v. Request permission to promote one full-time PACE Officer — Charles Hefner — to full-time Patrol Officer, with an annual salary of \$54,107.60 in the Oxford Police Department, effective November 27, 2025. (Braxton Tullos)
 - vi. Request permission to promote two full-time Officers — Marty Stokes, who was promoted from Patrol Officer to Corporal, with a new annual salary of \$57,263.14, and Hunter Stewart, who was promoted from Patrol Officer to Corporal, with a new annual salary of \$67,855.16 — in the Oxford Police Department. Both promotions are effective November 27, 2025. (Braxton Tullos)
 - vii. Request permission to hire three full-time CDL Drivers — Jarvis Jeffries, Demetric Cook, and Dorian Sanford, each at an annual salary of \$46,300.80 — in the Environmental Services Department. (Braxton Tullos)
 - viii. Request permission to accept the resignation of one full-time employee, Jalen Gross, Fire Hydrant Maintenance, in the Oxford Fire Department, effective November 18, 2025.

2.c. Miscellaneous:

- i. Request permission to approve the Water and Sewer Adjustments as per the Oxford Utilities Adjustment Policy. (Rob Neely)
- ii. Request permission to accept a donation of \$250 from Tractor Supply for the benefit of the Oxford Police Department. (Jeff McCutchen)
- iii. Request permission to accept a donation of TAGD Threat Assessment and Threat Management Platform services from Daniel Sanford for the benefit of the Oxford Police Department. (Jeff McCutchen)

Attachments

- 1. [OU- Water and Sewer Adjustments.pdf](#)
- 2. [OPD- TAGD.pdf](#)

2.d. Travel Requests:

- i. Request permission for four employees in the Facilities Maintenance Department to travel to attend Electrical Safety Training Presented by MDOT on November 18–19, 2025, in Jackson, MS, at an estimated cost of \$800.00. (Mike Grant)
- ii. Request permission for one employee in the Human Resources Department to travel to attend Mississippi Leadership Class Graduation on November 30– December 4, 2025, in Biloxi, MS, at an estimated cost of \$910.00. (Braxton Tullos)
- iii. Request permission for two employees in the Metro Narcotics Division of the Oxford Police Department to travel to attend the MS Narcotics Officers Association Inaugural Conference on December 8–10, 2025, in Biloxi, MS, at an estimated cost of \$1,300.00. (Alex Fauver)
- iv. Request permission for two employees in the Stronger Together Oxford Department to travel to attend the DOVIA Meeting on December 19 – 20, 2025, in Jackson, MS, at an estimated cost of \$500.00. (Marlee Carpenter)
- v. Request approval for the 405D Alcohol and Drug Impaired Driving - Training Coordination Grant for employees to travel in accordance with the requirements of the grant to the MS Law Enforcement Officers Training Academy in Pearl, MS, on November 20, 2025, to host a DRE Continuing Education Class. (Jeff McCutchen)
- vi. Request permission for one employee to attend Introduction to Interview and Interrogation on December 11, 2025, in Oxford, MS for an estimated cost of \$250 (registration only). (Jeff McCutchen)
- vii. Request permission for two employees to attend Mississippi ARIDE training on December 16– 17, 2025 in Brandon, MS for an estimated cost of \$272 (per diem only). (Jeff McCutchen)

- viii. Request permission for one employee to attend Wellness for Telecommunications/ Dispatchers training on November 20, 2025, in Oxford, MS for an estimated cost of \$125 (registration only). (Jeff McCutchen)
- ix. Request permission for one employee to attend TAC Class on December 1–5, 2025 in Pearl, MS for an estimated cost of \$1,024 (\$616 lodging, \$408 per diem). (Jeff McCutchen)
- x. Request permission for the Chief to attend the Chief's Winter Conference on December 8-12, 2025 in Oxford, MS for an estimated cost of \$375 (registration only). (Jeff McCutchen)
- xi. Request permission for five employees to attend CIT training on December 1-5, 2025 in Oxford, MS at no cost to the city. (Jeff McCutchen)
- xii. Request permission for one employee to attend 40 Hour Basic Dispatch Class on December 15-19, 2025 in Gluckstadt, MS for an estimated cost of \$1,550 (\$395 tuition, \$650 lodging, \$340 per diem, \$210 mileage). (Jeff McCutchen)

3. Regular Agenda: City Clerk's Office

- 3.a. Request permission to approve the minutes of the Regular Meeting on November 4, 2025. (Jessi Tolleson)

Attachments

- 1. [Draft minutes 11.4.2025.pdf](#)

- 3.b. Request permission to approve the accounts for all City departments. (Jessi Tolleson)

4. Regular Agenda: Other Departments

- 4.a. Request approval of calendar-year 2026 health insurance rates. (Braxton Tullos)

Attachments

- 1. [HR- 2026 Insurance Rates.pdf](#)
- 2. [HR- 2026 Insurance Rates Memo.pdf](#)

- 4.b. Second Reading and Public Hearing of a proposed Ordinance amending Chapter 38- Fire Protection & Prevention, Article III- Fireworks and Pyrotechnic Composition. (Joey Gardner)

Attachments

- 1. [OFD- Fireworks letter.pdf](#)
- 2. [OFD- Ordinance Change- Fireworks.pdf](#)

- 4.c. Second Reading and Public Hearing of a proposed Ordinance amending Chapter 18- Animals & Fowl, to remove Sections 18-72 through 18-74 and 18-75(b) through 18-75(d), and to amend Sections 18-75(a) and 18-77, to remove dog license requirements. (Kelli Briscoe)

Attachments

- 1. [ARC- Ordinance Change.pdf](#)

- 4.d. Request permission to approve a Resolution Recognizing and Implementing the Updated Definition of "Hotel" for Purposes of Special Levy Tax Collections on Short-Term Rentals and Third-Party Facilitators, as Provided in Mississippi Senate Bill 2805 (2025 Regular Session). (Kinney Ferris)

Attachments

- 1. [VO- Oxford STR Resolution Nov 2025.pdf](#)

- 4.e. Presentation of the 4th Quarter Report from the Oxford Park Commission for FY24/25. (Seth Gaines)

Attachments

- 1. [OPC- Q4 Report 2024-2025- 2.pdf](#)
- 2. [OPC- Q4 Report 2024-2025.pdf](#)

5. Regular Agenda: Police Department

- 5.a. Request permission to approve a Parade/Assembly permit for Community Church to host a Christmas Eve Celebration on December 24, 2025 from 4pm-7pm. (Jeff McCutchen)

Attachments

1. [OPD- Parade Permit- Community Church.pdf](#)

6. Regular Agenda: Development Services-Planning Department

- 6.a. Request approval of a Preliminary and Final Plat for Case #3285, 'Patterson Place Subdivision', for property located at 3851 Fenwick Road (PPIN #15716). (Robert Baxter)

Attachments

1. [Planning- 3285 MBoA.pdf](#)

- 6.b. First Reading of an Ordinance (Case #3291) Modifying Articles 3, 5 & 9 of the Land Development Code. (Ben Requet)

Attachments

1. [Planning- 3291 MBoA.pdf](#)

- 6.c. Request approval of a Preliminary Plat for Case #3283, Oxford Commons, LLC (David Blackburn) for 'The Heights, Phase 6', for property located at Devonshire Drive (PPIN #37696). (Robert Baxter)

Attachments

1. [Planning- 3283 MBoA.pdf](#)

7. Regular Agenda: Special Projects

- 7.a. Consider bids for the FY26 Oxford Police Department Vehicle Upfits. (Mark Levy)

Attachments

1. [GenGovt- OPD Vehicle Upfits.pdf](#)

- 7.b. Consider contract for the playground equipment at Avent Park. (Mark Levy)

Attachments

1. [GenGovt- Playground equipment at Avent Park.pdf](#)

- 7.c. Public Hearing Regarding Public Use of City Property Policy and Consider Resolution of the Same. (Mark Levy)

Attachments

1. [GenGovt- Public hearing Regarding Public Use of City Property and Resolution.pdf](#)

- 7.d. Consider Change Order #5 from J.P. Corp for the City of Oxford Pool Improvements Project. (Mark Levy)

Attachments

1. [GenGovt- Change Order No. 5 from J.P. Corp for the City of Oxford Pool Improvement Project.pdf](#)

8. Regular Agenda: Development Services-Engineering Department

- 8.a. Consider the request to approve the low bid for the Hwy 314/Gus Booker Road Sewer Extension Project. (John Crawley)

Attachments

1. [Eng - Approve Low Bid for Hwy 314 Gus Booker Rd Sewer Extension - Combined.pdf](#)

- 8.b. Consider the request to select the date for the proposed Pegues Road Extension Project Public Hearing. (John Crawley)

Attachments

1. [Eng - Request Date for Public Hearing for Proposed Pegues Road Extension Project - Combined.pdf](#)

- 8.c. Consider the request from Oxford Farms, LLC to release Site Restoration Performance Bond 2336667 for the road extension inside Oxford Farms. (John Crawley)

Attachments

1. [Eng - Request Release of Performance Bond 2336667 for Oxford Farms LLC - Combined.pdf](#)

- 8.d. Consider the Resolution for the Mayor to sign and execute the contract for the sale and purchase of Landas Road in Oxford, Lafayette County, Mississippi. (John Crawley)

Attachments

1. [Eng- Resolution on Property Surplus Landas Rd.pdf](#)

9. Regular Agenda: Closing the Meeting

- 9.a. Consider an Executive Session.

- 9.b. Adjourn.



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: 11-5-25
Department that owns Fixed Asset: Landscape Services
Fixed Asset Tag Number (If item is not tagged, please put N/A): 03242
Physical Location of Asset: Shop

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

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

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

Description of Tool (including brand): Stihl Weedeater FS131R
535913380 Orange
Serial Number (if none, write N/A) Color

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

Worn-out, unable to be repaired

Name of Person Submitting Surplus Request: Nick Matthews

Date Approved by BOA: _____

107 Courthouse Square
Oxford, MS 38655

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



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

Date of Request: 11-5-25

Department that owns Fixed Asset: Landscape Services

Fixed Asset Tag Number (If item is not tagged, please put N/A): 04423

Physical Location of Asset: Shop

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

Make	Model	Year
VIN / Serial Number	Color	

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

Description of Tool (including brand): <u>Stihl Weedeater</u>	
<u>529182150</u>	<u>Orange</u>
Serial Number (if none, write N/A)	Color

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

Worn-out, unable to be fixed

Name of Person Submitting Surplus Request: _____

Date Approved by BOA: _____

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Date of Request: 11-5-25

Department that owns Fixed Asset: Landscape Services

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

Physical Location of Asset: Shop

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

Make	Model	Year
VIN / Serial Number	Color	

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

Description of Tool (including brand): Stihl Weedeater FS131R
522945578 Orange
Serial Number (if none, write N/A) Color

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

Worn out - unable to be fixed

Name of Person Submitting Surplus Request: Nick Matthews

Date Approved by BOA: _____

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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: 11/05/2025

Department that owns Fixed Asset: Oxford Police Department

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

Physical Location of Asset: City Shop

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

Dodge \ Charger \ 2016

Make Model Year
2C3CDXAG2GH130071 \ 2016

VIN / Serial Number

Color

If the item being surplus 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 surplus:

Name of Person Submitting Surplus Request: Jeff McCutchen

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

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



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

Date of Request: 11/13/25
Department that owns Fixed Asset: Oxford Police Department
Fixed Asset Tag Number (If item is not tagged, please put N/A): 00659
Physical Location of Asset: Oxford Police Department

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

Dell \ WINDOWS 7PRO \
Make Model Year
D4KROQ1
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: Kayla Martin

Date Approved by BOA: _____

**107 Courthouse Square
Oxford, MS 38655**

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



MEMO:

DATE: 11-13-25
TO: MAYOR TANNEHILL & BOARD OF ALDERMEN
CC: ASHLEY ATKINSON
FROM: ROB NEELY
RE: AGENDA ITEMS

I have the following agenda items for the Tuesday, November 18, 2025 Board Meeting.

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

Please find a description for each agenda item on the following page. If you have any questions, please feel free to contact me.

Thanks

Robert M. Neely III, P.E., C.P.E.
General Manager

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

10/30/25 - 11/12/25

TO BE APPROVED: 11/18/25

ACCOUNT NUMBER	CUSTOMER NAME	ADDRESS	WATER ADJUSTMENT	SEWER ADJUSTMENT	ADJUSTMENT TYPE
004639-049246	ANNA GACHASSIN	102 FARM VIEW DRIVE UNIT 105	-\$285.42	-\$379.49	INSIDE
004213-000452	DENSON HOLLIS	517 FAZIO DRIVE	-\$139.16	X	LANDSCAPE
203341-018704	JAMES C ERICKSON	754 SOUTHPOINTE COMMONS LOOP	-\$48.28	-\$64.19	INSIDE
202634-103648	BRIGITTE VINER	3701 LYLES DRIVE	X	-\$206.74	POOL
007599-047433	SHANNON WILLOUGHBY	1202 CROWSON DRIVE	X	-\$44.37	SW ONLY
201071-035970	RACHEL BEATRICE COLLINS	1805 GARFIELD AVENUE	-\$362.10	-\$481.44	INSIDE
201972-000502	CHAD M DOLEAC	729 NOTTINGHAM DRIVE - LANDSCAPE	-\$58.22	X	LANDSCAPE
200601-019585	OLEPUT PROPERTIES LLC	2100 OLD TAYLOR ROAD APT. 216	-\$162.58	-\$202.02	INSIDE
200643-100654	WILLIAM B MOSS JR	2100 OLD TAYLOR ROAD APT. 328	-\$216.91	-\$288.39	INSIDE
201977-029623	ERIN SISKEY	749 NOTTINGHAM DRIVE	X	-\$167.09	SW ONLY
003752-032015	MICHAEL G METCALFE	609 SWEETGUM LANE	-\$26.27	-\$69.86	OUTSIDE
209634-109457	LEE JONES	112 RIVER BIRCH LANE	-\$103.73	X	WT ONLY
209417 - 035871	EJ PRICE JR	410 NORTHPOINTE LAKE DRIVE	-\$175.32	X	LANDSCAPE
209414-114065	CASS DODGEN	41 COUNTY ROAD 172	-\$368.66	X	WT ONLY
225636-123464	SANDRA HEROD	5002 FORREST CIRCLE	-\$127.45	-\$338.90	OUTSIDE
206673-106522	ICE HOUSE CONDO ASSOCIATION	1403 VAN BUREN AVENUE (L FLO)	-\$161.82	-\$201.07	INSIDE
225623-045116	ROBERT E MILLER II	38 COUNTY ROAD 2003	-\$122.12	-\$162.37	INSIDE
TOTAL:			-\$2,358.04	-\$2,605.93	



TAGD Threat Assessment & Threat Management Platform

Prepared for:

City of Oxford
Attn: Chief Jeff McCutchen
107 Courthouse Square
Oxford, MS. 38655

Prepared by:

Daniel R. Sanford
daniel@tagdai.com

Platform Overview

TAGD is an online platform that enhances evidence-based decision making in threat assessment and threat management. The system uses AI-driven analysis and a proprietary knowledge base to help users identify, assess, and manage potential risks before they escalate.

Scope of Access

This quote provides **The City of Oxford** with full access to the TAGD platform, including:

- Unlimited user licenses within the organization,
- Continuous platform updates and technical support.

Term of Agreement

Agreement Period: **December 1, 2025 – November 30, 2026**

A renewal notice will be delivered 30 days prior to the expiration of the agreement.

Pricing

Annual Access Fee: ~~\$4,999~~ **NO COST**

Includes unlimited user accounts, support, and system updates.

~~Payment should be made to: TAGD AI.~~

Acceptance & Authorization

By signing below, both parties agree to the terms of this quote and authorize activation of institutional access to the TAGD Platform.

For: TAGD AI

For: City of Oxford



Signature: _____

Daniel R. Sanford

Printed Name: _____

Date: November 6, 2025*

Date: _____

*Proposal is valid for 90 days from this date.



MINUTES

City of Oxford

Board of Aldermen

Regular Meeting

Tuesday, November 04, 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 Pro-Tem Bailey at 5:00pm on Tuesday, November 4, 2025, in the courtroom of Oxford City Hall, when and where the following were present:

Robyn Tannehill, Mayor-absent
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-Mayor Pro-Tem
Mary Martha Crowe, Alderman At-Large

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

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

1.b. Adopt the agenda for the meeting.

It was moved by Alderman Smith, seconded by Alderman Taylor to adopt the agenda for the meeting with the addition of items 2.c, 3.b.vi, and 3.d.viii. All the aldermen present voting aye, Mayor Pro-Tem Bailey 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 October 21, 2025. (Ashley Atkinson)

Agenda Attachments

1. [Draft_10212025_minutes.pdf](#)

It was moved by Alderman Crowe, seconded by Alderman Smith to approve the minutes of the Regular Meeting on October 21, 2025. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

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

It was moved by Alderman Smith, seconded by Alderman Howell-Atkinson to approve the accounts for all city departments, including a claims docket showing General Fund claims numbered 138519–138686 and ACH 308–310, Trust & Agency claims numbered 53697–53777 and ACH 209–210, Water & Sewer claims numbered 40459–40496 and ACH 264–265, OPC Activity Fund claims numbered 4535–4571, Bond & Interest claim numbered 7037, Metro Narcotics claims numbered 9255–9256 and ACH 99–100, and totaling \$3,255,832.19. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

2.c. Request permission to approve an engagement letter from Franks, Franks, Wilemon, and Hagood CPAs for the FY 2025 and FY 2026 audits. (Ashley Atkinson)

Agenda Attachments

1. [Signed_engagement_letter_11042025.pdf](#)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Taylor to approve an engagement letter from Franks, Franks, Wilemon, and Hagood CPAs for the FY 2025 and FY 2026 audits. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

3. Consider the consent agenda:

It was moved by Alderman Hyneman, seconded by Alderman Taylor to approve the following consent agenda. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

3.a. Fixed Asset Management:

- i. Request permission to declare a Stihl BT45 Auger with SN 288400010 and asset tag 2666 surplus in the Landscape Department and authorize its disposal. (Nick Matthews)
- ii. Request permission to transfer a list of equipment from the Environmental Services Department to the Landscape Department. (Amberlyn Liles)
- iii. Request permission to declare a 2001 school bus with VIN 1HVBRAAL81A911518 surplus in the City Shop Department and authorize its disposal. (Michelle Robinson)

Agenda Attachments

1. [Landscape_surplus.pdf](#)

2. [Transfer Form - 1632.pdf](#)
3. [Transfer Form - 2150.pdf](#)
4. [Transfer Form - 2273.pdf](#)
5. [Transfer Form - 3265.pdf](#)
6. [Transfer Form - 3380.pdf](#)
7. [Transfer Form - 3462.pdf](#)
8. [Transfer Form - 4138.pdf](#)
9. [Transfer Form - 5578.pdf](#)
10. [Transfer Form - 6472.pdf](#)
11. [Transfer Form - 6481.pdf](#)
12. [Transfer Form - 8514.pdf](#)
13. [Surplus_form_old_bus.pdf](#)

3.b. Human Resources:

- i. Request permission to promote Hillary Smith to Sergeant, with a new annual salary of \$70,061.84, to promote Benjamin Hamilton to Captain, with a new annual salary of \$81,382.06, and to promote David Sabin to Captain, with a new annual salary of \$81,382.06 in the Oxford Police Department. All of these promotions are effective November 13, 2025. (Braxton Tullos)
- ii. Request permission to hire Gage Maness as a PACE Officer in the Oxford Police Department, with an annual salary of \$41,460.84. (Braxton Tullos)
- iii. Request permission to approve a voluntary demotion for Sarah Scott from Full-time Communications Officer to Part-time Communications Officer in the Oxford Police Department, with a new hourly rate of \$20.00. (Braxton Tullos)
- iv. Request permission to hire Kevin Purdon as an Associate Turf Grass Manager in the mTrade Park Department, with a new annual salary of \$54,528.00. (Braxton Tullos)
- v. Request permission to promote Jordan Slate from Sports Turf Manager to Maintenance Supervisor in the mTrade Park Department, with a new annual salary of \$58,500.00. (Braxton Tullos)
- vi. Request permission to accept the resignation of Kenny House in the Oxford Utilities-Water & Sewer Division, effective November 4, 2025. (Braxton Tullos)
- vii. Request permission to approve volunteers for the Oxford ARC. (Kelli Briscoe)

3.c. Miscellaneous:

- i. Approve a Proclamation for World AIDS Day on December 1, 2025.
- ii. Approve a Proclamation for the United States Postal Service.
- iii. Request permission to deny Ryan Edwards Necaise's application as a Driver for Oxford Pedicab, LLC. (Jeff McCutchen)
- iv. Request permission to approve the water and sewer adjustments as per the Oxford Utilities Adjustment Policy. (Rob Neely)
- v. Request permission to approve donations for the benefit of the Oxford ARC. (Kelli Briscoe)

Agenda Attachments

1. [2025 WAD Proclamation Draft \(1\)79.pdf](#)
2. [USPSOxfordProclamation2025.pdf](#)
3. [Taxi_driver_denial.pdf](#)
4. [110425 Agenda Items.pdf](#)

3.d. Travel Requests:

- i. Request permission for an alderman to attend the 2025 Mid-Winter Legislative Conference on January 13-15, 2025 in Jackson, MS at an estimated cost of \$1,200.00. (Ashley Atkinson)
- ii. Request permission for three employees to attend the USSSA National Convention on November 17-20, 2025 in Kansas City, MO at an estimated cost of \$4,900.00. (Brad Freeman)
- iii. Request permission for one employee to attend Active Shooter Instructor training on November 9-11, 2025 in Pearl, MS at no cost to the city. (Jeff McCutchen)
- iv. Request permission for one employee to attend SFST training on November 4-6, 2025 in Southaven, MS at no cost to the city. (Jeff McCutchen)
- v. Request permission for one employee to attend Dispatch Violence Training on December 11, 2025 in New Albany, MS at an estimated cost of \$150.00. (Jeff McCutchen)

- vi. Request permission for one employee to attend FBI-LEEDA Executive Leadership Institute on December 15-19, 2025 in Senatobia, MS for an estimated cost of \$795.00. (Jeff McCutchen)
- vii. Request permission for two employees to attend Proactive Social Media Investigators on December 12, 2025 in Oxford, MS at no cost to the city. (Jeff McCutchen)
- viii. Request permission for an employee to attend the Code Academy in Mobile, AL on December 7-12, 2025 at an estimated cost of \$2,100.00. (Johnathan Mizell)

4. Regular Agenda: Other Departments

- 4.a. Request permission to approve an amendment to the e-Subpoena Program and a Judge's Order for Procedures for the Oxford Police Department and the Oxford Municipal Court. (Nickie Denley)

Agenda Attachments

- 1. [BOA MEMO- ECOURT-GENERAL ORDER.pdf](#)
- 2. [GENERAL ORDER-BOUTWELL.pdf](#)
- 3. [TENANT QUOTE.pdf](#)

It was moved by Alderman Huelse, seconded by Alderman Crowe to approve an amendment to the e-Subpoena Program and a Judge's Order for Procedures for the Oxford Police Department and the Oxford Municipal Court, as presented. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

5. Regular Agenda: Development Services-Planning Department

- 5.a. Third Reading and Vote on a Proposed Ordinance amending the Zoning Map for Case #3256 by Blackburn Holdings, LLC (David Blackburn), to rezone +/- 324 acres of property located on MS Highway 7, MS Highway 30, and Charger Lane, being further identified as PPINs #3520, #3531, #4425, #4506 & #4635. (Ben Requet)

Agenda Attachments

- 1. [3256 MBoA Third Reading.pdf](#)

Alderman Hyneman spoke of concerns and asked a few questions of Planning Director Ben Requet and of David Blackburn. Alderman Hyneman asked Director Requet about the amount of Suburban Multi-Family (SMF) zoned property in Oxford. Director Requet responded that there is very little undeveloped SMF land remaining. Director Requet also did note that Vision 2037 emphasized mixed-use developments, which allow for multi-family uses on upper floors or may be outright requested through a Special Exception, similar to the Ruby and the Pearl in Oxford Commons. Alderman Hyneman expressed concern about rezoning additional land for Suburban Multi-Family use and stated that he does not support rezoning this property at this time. He then stated that in 2 to 3 years, if this property begins development and there is a plan to get it developed, then the property owner can come back to the Board with that plan and the possibility of rezoning the property can be discussed again at that time. After the lengthy discussion, it was moved by Alderman Smith, seconded by Alderman Huelse to approve the proposed Ordinance amending the Zoning Map for Case #3256 by Blackburn Holdings, LLC (David Blackburn), to rezone +/- 324 acres of property located on MS Highway 7, MS Highway 30, and Charger Lane, being further identified as PPINs #3520, #3531, #4425, #4506 & #4635. All the aldermen present voting aye, except for Aldermen Hyneman, Taylor, Crowe, and Howell-Atkinson who voted no, Mayor Pro-Tem Bailey declared the motion failed.

- 5.b. Request for City Utilities which would normally include a Site Plan Approval and a Special Exception as provided in Section 5.6 Building Façade for Case #3274, York Developments (Bennett York) for 'Space Box Flex Space', for property located at County Road 101 (PPIN #3457) (James Hirsch)

Agenda Attachments

- 1. [3274 MBoA.pdf](#)

It was moved by Alderman Crowe, seconded by Alderman Huelse to approve a request for City Utilities which would normally include a Site Plan Approval and a Special Exception as provided in Section 5.6 Building Façade for Case #3274, York Developments (Bennett York) for 'Space Box Flex Space', for property located at County Road 101 (PPIN #3457). All the

aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

6. Regular Agenda: Special Projects

- 6.a. Request permission to advertise for bids for a Platform Skylift for the OUT Maintenance Shop. (Donna Zampella)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Taylor to advertise for bids for a Platform Skylift for the OUT Maintenance Shop. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

- 6.b. Consider a proposal from Brown Insurance/EMC for the City of Oxford's property insurance. (Mark Levy)

Agenda Attachments

1. [Consider proposal for property and casualty insurance for the City of Oxford.pdf](#)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Smith to approve a proposal from Brown Insurance/EMC for the City of Oxford's property insurance, as presented. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

- 6.c. Consider Change Order No. 4 from Century Construction for the Renovations to Historic City Hall Project. (Mark Levy)

Agenda Attachments

1. [Consider Change Order No. 4 with Century Construction for the renovation to the Historic City Hall.pdf](#)

It was moved by Alderman Crowe, seconded by Alderman Hyneman to approve Change Order #4, in the amount of \$243,762.04, from Century Construction for the Renovations to Historic City Hall Project. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

- 6.d. Request permission to advertise for bids for the Conference Center Lighting Renovation Project. (Mark Levy)

Agenda Attachments

1. [Request Permission to advertise for bids for the Conference Center lighting renovation project.pdf](#)

It was moved by Alderman Hyneman, seconded by Alderman Crowe to advertise for bids for the Conference Center Lighting Renovation Project. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

- 6.e. Request permission to approve a professional services contract with McCarty Architects for the Renovations at the Development Services Annex Building. (Mark Levy)

Agenda Attachments

1. [25070 Design Fee 03NOV25.pdf](#)

It was moved by Alderman Smith, seconded by Alderman Crowe to approve a professional services contract with McCarty Architects, in an amount not to exceed \$10,000.00, for the Renovations at the Development Services Annex Building Project. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

7. Regular Agenda: Development Services-Engineering Department

- 7.a. Request permission to approve the invoices for the emergency sewer repairs on Fudgetown Road. (John Crawley)

Agenda Attachments

1. [Engineering and Street Invoices - 10.24.25.pdf](#)

It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to approve the invoices for the emergency sewer repairs on Fudgetown Road, as presented. All the

aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

- 7.b. Second reading and Public Hearing for proposed ordinance changes to Article IV, Sections 114-39, 118, and 119, Code of Ordinances. (John Crawley)

Agenda Attachments

1. [Memo - Second Reading of Proposed Changes to Article IV Sections 114-39, 118, and 119 - Combined.pdf](#)

After calling for public comment and receiving none, it was moved by Alderman Hyneman, seconded by Alderman Smith to approve Ordinance 2025-16 amending Article IV, Sections 114-39, 118, and 119, of the Code of Ordinance of the City of Oxford. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

- 7.c. Consider Change Order No. 1 and Payment Application No. 2 for the South Lamar Boulevard Pedestrian Improvements Project. (John Crawley)

Agenda Attachments

1. [Memo - Change Order No. 1 and Pay App 2 for South Lamar Blvd Ped Project - Combined.pdf](#)

It was moved by Alderman Smith, seconded by Alderman Smith to approve Change Order No. 1 for Phillips Contracting Company, Inc., in the amount of \$42,105.69, and to approve Payment Application No. 2, in the amount of \$173,552.10, for the South Lamar Boulevard Pedestrian Improvements Project. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

- 7.d. Consider a request from Oakmont Oxford, LLC to release Performance Bond 4462067 for the asphalt and striping in Seminole Bluff Subdivision (Villa West, Phase 2). (John Crawley)

Agenda Attachments

1. [Memo - Request to Release Performance Bond for Asphalt and Striping - Combined.pdf](#)

It was moved by Alderman Crowe, seconded by Alderman Taylor to approve a request from Oakmont Oxford, LLC to release Performance Bond 4462067 for the asphalt and striping in Seminole Bluff Subdivision (Villa West, Phase 2). All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

- 7.e. Consider a request from Oakmont Oxford, LLC to release Performance Bond 4462068 for the sidewalk for Seminole Bluff Subdivision (Villa West, Phase 2). (John Crawley)

Agenda Attachments

1. [Memo - Request to Release Performance Bond for Sidewalks - Combined.pdf](#)

It was moved by Alderman Crowe, seconded by Alderman Taylor to approve a request from Oakmont Oxford, LLC to release Performance Bond 4462068 for the sidewalk for Seminole Bluff Subdivision (Villa West, Phase 2). All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

- 7.f. Consider Change Order No. 1 to relocate Contract A - Anderson Road Wells No. 3 and No. 4 to mTrade Park. (John Crawley)

Agenda Attachments

1. [Memo-Approve a Change Order for Relocating Anderson Road Contract A to Mtrade Park.pdf](#)

It was moved by Alderman Hulse, seconded by Alderman Hyneman to approve Change Order No. 1, from Donald Smith Company, at no change in contract cost, to relocate Contract A-Anderson Road Wells No. 3 and No. 4 to mTrade Park. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

- 7.g. Request permission to reject the bid of UNIVAR KENT for Hydrofluorosilic Acid and accept the next lowest bid from BRENNTAG for the 2025-2026 Material Bids in relation to the Water and Wastewater Treatment Chemical Section. (John Crawley)

Agenda Attachments

1. [Memo - Material Bids 25-26 Request to Reject Univar Kent Bid for Hydrofluorosilic Acid - Combined.pdf](#)

It was moved by Alderman Smith, seconded by Alderman Crowe to reject the bid of UNIVAR KENT for Hydrofluorosilic Acid and accept the next lowest bid from BRENNTAG for the 2025-2026 Material Bids in relation to the Water and Wastewater Treatment Chemical Section. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

8. Regular Agenda: Closing the Meeting

8.a. Consider an executive session.

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

It was moved by Alderman Hyneman, seconded by Alderman Crowe to enter into an executive session for a personnel matter in the Oxford Fire Department, a matter of potential litigation related to a proposed road, a matter of potential litigation related to a water well, and a matter related to property ownership of a closed road. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

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

It was moved by Alderman Hyneman, seconded by Alderman Crowe to follow the recommendation of the HR Director and suspend Oxford Fire Department employee Jalen Gross for five days without pay for violation of City Policy. All the aldermen present voting aye, Mayor Pro-Tem Bailey declared the motion carried.

8.b. Adjourn.

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

Jason Bailey, Mayor Pro-Tem

Ashley Atkinson, City Clerk-Finance Director

MEDICAL INSURANCE: BCBS + AMFIRST						
	BCBS	AMFIRST	TOTAL	ER CONTRIBUTION	EE MONTHLY	EE BIWEEKLY
emp/only	\$ 502.04	\$ 74.70	\$ 576.74	\$ 576.74	\$ -	\$ -
emp/spouse	\$ 1,092.13	\$ 163.43	\$ 1,255.56	\$ 576.74	\$ 678.82	\$ 339.41
emp/child	\$ 925.24	\$ 144.04	\$ 1,069.28	\$ 576.74	\$ 492.54	\$ 246.27
emp/family	\$ 1,483.70	\$ 231.31	\$ 1,715.01	\$ 576.74	\$ 1,138.27	\$ 569.14
	<u>EE MONTHLY RATE</u>		<u>Monthly Total</u>	<u>EE BIWEEKLY</u>		<u>Biweekly Total</u>
	BCBS	AMFIRST		BCBS	AMFIRST	
emp/only	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
emp/spouse	\$ 590.09	\$ 88.73	\$ 678.82	\$ 295.05	\$ 44.37	\$ 339.41
emp/child	\$ 423.20	\$ 69.34	\$ 492.54	\$ 211.60	\$ 34.67	\$ 246.27
emp/family	\$ 981.66	\$ 156.61	\$ 1,138.27	\$ 490.83	\$ 78.31	\$ 569.14
OneAmerica ---> MetLife: \$5.22 for ER \$15,000 worth of coverage for employees.						
OneAmerica ---> MetLife: \$2.25 flat for retiree \$7,000 worth of coverage for retirees . Flat rate for life.						
Sunlife --> PacLife \$5.20/Month:						
	<u>Monthly</u>	<u>Biweekly</u>				
EE (60%)	\$ 3.12	\$ 1.56				
ER (40%)	\$ 2.08	\$ 1.04				
Ameritas- Dental	<u>Monthly</u>	<u>Biweekly</u>				
emp/only	\$ 29.36	\$ 14.68				
emp/spouse	\$ 60.56	\$ 30.28				
emp/child(ren)	\$ 73.44	\$ 36.72				
emp/family	\$ 104.52	\$ 52.26				
Ameritas- Vision	<u>Monthly</u>	<u>Biweekly</u>				
emp/only	9.88	4.94				
emp/+1	19.76	9.88				
emp/+2 or more	27.76	13.88				

MEMORANDUM

To: Mayor Robyn Tannehill

From: Braxton Tullos, Human Resources Director

Date: 11/18/2025

Subject: Approval of 2026 Employee Insurance Rates

Overview

The Human Resources Department respectfully requests approval of the proposed 2026 insurance rates for City of Oxford employees and retirees. After reviewing renewal proposals from all carriers and evaluating alternative options, we are recommending limited changes for the 2026 plan year. The primary impacts involve the medical insurance renewal and transitions in life insurance carriers.

Medical Insurance – Blue Cross Blue Shield of Mississippi

Blue Cross Blue Shield of Mississippi has issued a 25% increase for the 2026 medical renewal. All medical plan designs will remain the same; however, the increase will be reflected in both employee and employer premium contributions beginning January 1, 2026.

A full breakdown of the 2026 medical rates is reflected in the attached spreadsheet.

Life Insurance – Change in Both Carriers

Based on the renewal proposals received, the City will transition both life insurance plans—the City-paid basic life policy and the voluntary employee life policy—to new carriers effective January 1, 2026. This change is necessary to secure more competitive and sustainable rates for employees.

Retiree Life Insurance Impact:

Under the new MetLife retiree life plan, the benefit amount will be standardized to \$7,000 for all ages. This is a reduction for some retirees, but it is required in order to obtain more favorable rates and stabilize long-term costs.

All other life insurance features (other than the retiree benefit amount) remain consistent with current offerings.

Other Insurance Plans

All other plans—including dental, vision, and supplemental coverage—will remain with their current carriers and will not require any changes to plan design or rates for 2026.

Recommendation

I recommend approval of the proposed 2026 insurance rates and associated carrier changes. These updates reflect the most cost-effective path forward while preserving benefit stability for employees and retirees.

OXFORD FIRE DEPARTMENT

Josh Ferguson
Fire Inspector
ofdinspection@oxfordms.net



Office: 662-232-2408, Ext. 304
Fax: 662-232-2318

399 McElroy Dr.
Oxford MS, 38655

Be it known that the Oxford Fire Department, in its authority to enforce fire and life safety codes within the corporate limits of the City of Oxford, hereby issues the following statement:

1. The Oxford Fire Department shall approve, deny, or modify the use of new and emerging technologies related to fireworks for potential use within the city limits of Oxford, provided such technologies comply with applicable provisions of the International Fire Code (IFC), the National Fire Protection Association (NFPA) standards, and all other governing laws and regulations.
2. Notwithstanding the above, the use, ignition, discharge, or deployment of fireworks of any type, including those utilizing new technologies, is strictly prohibited within any building, structure, or enclosed occupancy located within the City of Oxford.
3. This prohibition is established in furtherance of public health, safety, and welfare, and shall remain in effect regardless of technological advancement until such time as specific code revisions or legislative action lawfully provide otherwise.

Respectfully,

Josh Ferguson
Inspection Division
Oxford Fire Department

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:
Left + Aligned at: 0.25" + Indent at: 0.5"

³Editor's note(s)—Ord. No. 2013-4, adopted February 19, 2013, amended Art. III, in its entirety to read as herein set out. Former Art. III, §§ 38-120—38-123, pertained to fireworks, and derived from the Code of Code 1968, §§ 19-12.1—19-12.4 and Ord. No. 1978-6, adopted May 2, 1978.

Sec. 38-120. Fireworks and pyrotechnic composition—Sale, use or possession prohibited; exception.

Except as hereinafter provided, it shall be unlawful for any person to sell, offer for sale, store, display, or have in their possession, or use or explode anywhere in this city, any firecrackers, Roman candles, torpedoes, sky rockets, pyrotechnic special-effect materials and any and all explosives which are now or may hereafter be classified as "common fireworks." The term "fireworks" shall not include paper caps for use in toy guns and similar items and outdoor use of nonexplosive sparklers

(Ord. No. 2013-4, 2-19-2013)

State law reference(s)—Authority of municipalities to enact police regulations, MCA 1972, § 21-19-15; rights of municipalities to regulate fireworks unaffected by state laws on same subject, MCA 1972, § 45-13-13.

Sec. 38-121. Same—Additional exceptions.

The prohibition of section 38-120 herein shall not apply to the storage, sale or use of signals necessary for the safe operation of railroads or other classes of public or private transportation, or to the military or naval forces of the United States or of the state, or to peace officers, or to the use of blank cartridge for ceremonial, theatrical or athletic events.

(Ord. No. 2013-4, 2-19-2013)

Sec. 38-122. Same—Permits for exhibitions.

The mayor and board of aldermen may grant permits under which fireworks, the sale, possession or use of which is otherwise prohibited hereby, may be sold and used for exhibition purposes. Such permits shall require that the persons in charge of such exhibitions shall be experienced in the handling of fireworks and the members of the public attending the exhibitions shall be kept at a safe distance therefrom. Any fireworks held in storage for such exhibitions shall be kept in a closed box until removed therefrom for firing.

(Ord. No. 2013-4, 2-19-2013)

Sec. 38-123. Same—Violations.

- (a) Any person, firm, partnership or corporation violating any provisions of this article shall be guilty of a misdemeanor, and shall be punished by a fine not to exceed \$500.00 and/or imprisonment for a term not to exceed 90 days, and the cost of prosecution. Each sale, possession or use as described hereinabove shall constitute a separate violation.
- (b) In addition to said criminal penalties, any person, firm, partnership or corporation violating any provision of said sections shall otherwise be responsible for any and all injuries, deaths, and property damage, as provided in MCA 1972, § 45-13-15.

(Ord. No. 2013-4, 2-19-2013)

Secs. 38-124—38-175. Reserved.



MEMORANDUM

To: Board of Aldermen
From: Kelli Briscoe, OARC Director
CC: Hollis Green – COO
Date: November 18, 2025
Re: Second reading and public hearing of a proposed Ordinance amending Chapter 18: Animals & Fowl to remove Sections 18-72 thru 18-74, 18-75(b) thru 18-75(d) and to amend Sections 18-75(a) and 18-77, to remove dog license requirements.

~~Sec. 18-72. Licenses—Required; exception.~~

- ~~(a) All dogs whose owners reside within the city limits shall be licensed and registered by the city as hereinafter provided, except dogs belonging to nonresidents who are residing in the city for less than 60 days.~~
- ~~(b) Certified seeing eye dogs, hearing dogs, other certified dogs that are trained to assist the physically handicapped, and governmental police dogs shall be required to obtain a city dog license, but no license fee shall be required. Proof of certification and training shall be required to obtain a license free of charge.~~

~~{Ord. No. 2021-9, § III, 8-3-2021}~~

~~**Sec. 18-73. Same—Time for application.**~~

~~All city residents must license all dogs over the age of three months. All residents moving into the city must apply to license their dog within 30 days of moving into the city. Licenses shall be renewed yearly. The city animal shelter shall arrange for the application and issuing of dog licenses, and shall contract with local veterinary clinics for the issuance of such licenses. Pursuant to this contract, a veterinary clinic may charge a \$2.00 handling charge for collecting the annual license fee.~~

~~{Ord. No. 2021-9, § III, 8-3-2021}~~

Sec. 18-74. Same—Issuance; fees.

- (a) ~~Dog licenses, as required by section 18-72, shall be issued by the city animal shelter or their designated agent upon all requirements of this article being met and upon the payment of the following amounts:~~

Male dog, neutered	\$5.00 per year
Female dog, spayed	\$5.00 per year
Male dog, intact	\$15.00 per year
Female dog, intact	\$15.00 per year

- (b) ~~There shall be no refund because of removal from the city or the death of the dog prior to the expiration of the license.~~

~~{Ord. No. 2021-9, § III, 8-3-2021}~~

Sec. 18-75. Same—Tag; vaccination; proof; duplicate tag; penalties for violation.

- (a) ~~Before a city license is issued, the owner must present to the city animal shelter or their designated agent satisfactory proof that the dog has been vaccinated against rabies by a licensed veterinarian pursuant to MCA 1972, § 41-53-1. Failure to vaccinate any dog over the age of three months against rabies as required by MCA 1972, § 41-53-1 shall be punishable by a fine of \$100.00. Persons administering vaccine in accordance with this article shall maintain records of each animal vaccinated, indicating the owner of each animal vaccinated, the type of animal vaccinated, the breed of each animal vaccinated, the sex of each animal vaccinated, and the markings and serial number of the tag furnished to the owner of each animal.~~
- (b) ~~Upon proof of vaccination and payment of the applicable license fee, the city animal shelter or their designated agent shall issue to the owner a license certificate and tag for each dog so licensed. Every owner shall be required to provide each dog with a collar to which the license must be affixed and see that the collar is worn by the dog at all times. In case the tag is lost or destroyed, a duplicate will be issued by the city animal shelter or their designated agent upon the owner of the dog presenting the license certificate or other proof of licensing and the payment of the additional sum of \$2.00. Licenses shall not be transferable from one dog to another. It shall be unlawful for any person to remove, or cause to be removed, the collar, harness, license tag, or rabies vaccination tag from any dog.~~
- (c) ~~All license fees collected by the city animal shelter or its designated agents shall be retained by the city animal shelter and applied to the cost of running the shelter, except for the \$2.00 handling charge allowed by section 18-73.~~
- (d) ~~Any person who shall fail to purchase a license for their dog pursuant to this article shall be fined the sum of \$25.00 for the first offense; \$50.00 for a second offense; and \$100.00 for a third and subsequent offenses. Such fines shall be in addition to any penalties charged under other sections of this chapter.~~

~~{Ord. No. 2021-9, § III, 8-3-2021}~~

Sec. 18-77. Impounding—Registration.

Any dog not vaccinated ~~or licensed~~ as herein required or found running at large contrary to this chapter, whether vaccinated or not, shall be impounded at the city animal shelter. ~~However, if a stray dog with a valid city license is found running at large, reasonable efforts shall be made to contact the owner of the dog so that the dog may be returned directly to the owner without being impounded, although a warning or citation may still be issued because the animal was running at large.~~ If the owner of the dog cannot be reached, the dog may be impounded. The city animal shelter shall keep records of all dogs so impounded.

(Ord. No. 2021-9, § III, 8-3-2021)

Resolution

RESOLUTION OF THE BOARD OF ALDERMAN OF THE CITY OF OXFORD, MISSISSIPPI, RECOGNIZING AND IMPLEMENTING THE UPDATED DEFINITION OF “HOTEL” FOR PURPOSES OF SPECIAL LEVY TAX COLLECTIONS ON SHORT-TERM RENTALS AND THIRD-PARTY FACILITATORS, AS PROVIDED IN SENATE BILL 2805 (2025 REGULAR SESSION).

WHEREAS, the City of Oxford, Mississippi, is authorized by Local and Private Law to levy and collect a tax upon the gross proceeds or gross income derived from room rentals of hotels and motels within the city; and

WHEREAS, Senate Bill 2805, enacted by the Mississippi Legislature during its 2025 Regular Session and effective July 1, 2025, amends Sections 27-65-23.1 and 41-49-3 of the Mississippi Code of 1972 to clarify that the gross proceeds or gross income of third-party facilitators, including entities or individuals engaged in furnishing, facilitating, arranging, brokering, or providing short-term rental accommodations, are subject to such local and private levy; and

WHEREAS, the Legislature has expressly provided that the updated definition of “hotel” shall apply for the purposes of sales taxes levied under Title 27, Mississippi Code of 1972, and for any tax levied and collected under the authority of a local and private law of the State of Mississippi; and

WHEREAS, Senate Bill 2805 supersedes any conflicting definition of “hotel” or “motel” provided in a Local and Private Law, as well as third-party facilitators and short-term rental platforms;

WHEREAS, the City Board of Alderman finds that applying this updated definition ensures fairness among all lodging providers, promotes a level competitive playing field between hotels, motels, and short-term rentals, and secures the intended revenue for local tourism promotion and economic development;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMAN OF OXFORD, MISSISSIPPI, AS FOLLOWS:

1. The City of Oxford, Mississippi hereby recognizes and adopts the updated statutory definition of “hotel” provided in Senate Bill 2805 (2025 Regular Session), which includes entities and individuals furnishing, facilitating, arranging, brokering, or providing transient guest accommodations, including third-party facilitators and short-term rental platforms.
2. This updated definition shall apply to all special levy tax collections authorized by the City under its Local and Private Law and supersedes any conflicting definition of “hotel” or “motel” contained in such Local and Private Law, including any minimum room

requirement greater than one (1), recognizing that state law applies the levy to any number of rooms, including one (1).

3. This Resolution is adopted pursuant to Section 27-65-23.1(3), Mississippi Code of 1972, as amended, and constitutes the formal declaration of the City's intention to apply the statutory definition of "hotel" for purposes of its special levy, thereby providing notice to short-term rental owners, operators, and facilitators of their obligation to comply. The City Clerk, Finance Department, and any other appropriate officials are hereby authorized and directed to take all actions necessary to implement and enforce the collection of the special levy consistent with this Resolution and applicable state law.
4. This Resolution shall take effect immediately upon its adoption, recognizing that Senate Bill 2805 has been in force since **July 1, 2025**.

ADOPTED AND APPROVED this ____ day of _____, 2025.

Robyn Tannehill

Mayor, City of Oxford, Mississippi

ATTEST:

City Clerk

Sewing for Beginners
Instructor: Sheila Howard-Baker
Ages: 18 & up
Class Fee: \$75

Gymnastics
Instructor: Lisa Mitchell
Ages: 2 - 16
Class Fee: \$6 - \$650

Performance Cheer Development
Instructor: Samantha Roe-Deters
Ages: 7 - 15
Class Fee: \$15

Volleyball All-Skills Clinic
Instructor: Karen Yelverton
Ages: 9-15
Class Fee: \$150

Water Exercise
Instructor: Anna Herrington
Ages: 14 & up
Class Fee: \$250 - \$360

Social Dance Program
Instructor: Tupelo Dance Studio/ T. Wilson
Ages: 16 & up
Class Fee: \$40

North Mississippi Wrestling Club
Instructor: Konrad Ernst
Ages: 4-18
Class Fee: \$60-\$100

Session / League	Participants
Fall	3

Session / League	Participants
Spring	143
Summer	43
Fall	121

Session / League	Participants
Summer	25

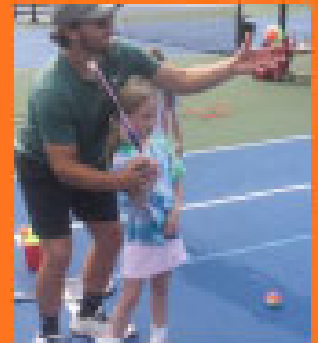
Session / League	Participants
Spring	30
Fall	18

Session / League	Participants
Deep Water Aerobics	11
Aquatic HIIT Aerobics	8

Session / League	Participants
Rumba (Spring)	15
Foxtrot	10
Cha Cha	Did not make

Session / League	Participants
Spring/Summer	43
Fall	24

QUARTER 4 REPORT 2024/2025 FINANCIAL YEAR



Oxford Park Commission



Summer Day Camp

Overview:

Summer Day Camp continued into July, with both the same weekly and monthly options there were offered in June. The monthly cost remained at \$350, which included a \$50 discount to the parents who wanted their child to attend the entire month's session, along with the 4-week counterparts, with each week being its' own intersession at the cost of \$100. This division still allowed the parents to determine the need for their child to attend either weekly or monthly, with the summer coming to an end.

Enrollment

In the month of July, we averaged anywhere from 110 – 130 children each day, with approximately 130-150 being enrolled each week. The attendance numbers for this month dwindled slightly, due to many families vacationing before the start of the 2025 – 2026 school year. However, we had many children attend camp until the very last day that was offered and available within his/her family's needs.

Activities

This summer, "centers/rotations" were implemented for the children's activities throughout each camp day. With this, the children were all able to participate in: physical games, arts & crafts, and board/strategy games. Many of the children showed wonderful progress in the month of June with this schedule, so it was continued throughout the rest of camp in July. The children even mentioned how he/she/they were more comfortable with the counselors/staff that cared for them and what would happen each day, due to the schedule being so consistent!

Therefore, on the last day of July camp for majority of the campers, we (staff and children) all sat in a circle and discussed about what the children enjoyed most, things they would prefer to be changed, and the things they would like to see/have in future camps. This allowed for great feedback to the staff and I, for what each child experienced this camp. Along with, the field trips they preferred and the number of swim days that were offered to them throughout the summer.

Instructional Tennis:

Kristi Boxx

Beginner/Intermediate

July 7 - 10	4
17	1
24	4

Match Play

Aug - Sept	8
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Intermediate

Aug - Oct	12
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Tournaments

Challenge

August 8 - 10 2025 Oxford Junior Doubles Open

Russell Moorman

September

Ages 6 - 8	22
Ages 9 - 13	18

Debbie Swindoll

August - October

15 participants

45 players

48 players

Facility Rentals:

	Jan. 2025	Feb. 2025	Mar. 2025	Apr. 2025	May. 2025	June. 2025	July. 2025	Aug. 2025	Sept. 2025	Oct. 2025	Nov. 2025	Dec. 2025	Total
Pavilions	0	0	6	18	22	3	3	5	5				62
Stone Center	10	11	12	16	21	19	13	13	8				123
Multipurpose	10	8	9	7	13	0	1	7	3				58
OAC	9	2	2	5	9	8	0	4	0				39
Fit-n-Fun	3	3	6	3	2	1	6	3	4				31
Avent Pickle	0	0	1	1	0	0	0	2	0				4
Pool	0	0	0	0	0	0	2	5	1				8
CHC	0	0	0	2	6	10	1	0	0				19
Fields	0	0	0	0	1	0	1	0	0				2
Monthly Total	32	24	36	52	74	41	27	39	21				346

Leisure Lifestyles of Oxford - LLO:

	Jan. 2025	Feb. 2025	Mar. 2025	Apr. 2025	May. 2025	June. 2025	July. 2025	Aug. 2025	Sept. 2025	Oct. 2025	Nov. 2025	Dec. 2025	2025 Totals
Aquatic	0	0	0	0	0	590	382	446	117				1535
Pilates	256	245	279	241	276	204	197	327	215				2240
Adapt. Chair Yoga	146	156	130	97	104	121	23	143	103				1023
Tai Chi	53	44	30	18	39	19	0	65	45				313
Art	31	52	37	34	29	0	0	11	19				213
Dance w/ twist	49	56	50	38	50	47	6	39	37				372
Yoga	238	186	230	191	185	181	194	229	200				1834
Cardio & Strength	439	266	418	506	555	462	470	479	408				4003
Aerobic	267	262	308	295	200	256	264	199	382				2433
Yarnia	`	`	`	34	27	17	23	23	21				145
Bridge	`	`	`	11	7	13	5	11	4				51
Mahjong	`	`	`	76	43	51	46	80	61				357
Digital Literacy	`	`	`	15	0	0	0	0	0				15

Monthly Totals:	1479	1267	1482	1556	1515	1961	1610	2052	1612				14534
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Sports Programs:

Youth Fall Flag Football	Registration period - June 2 - July 6
273 participants	Season started August 28 and will end on October 25
	A Flag Football Saturday was held for the first time on Saturday October 25.
Youth Fall Softball	Registration period - June 2 - July 6
147 participants	Season started September 10 and will end on October 22
	This is our secondary season and is played on Wednesday nights at mTrade
Youth Fall Soccer	Registration period - June 2 - July 13
809 participants	Season started August 25 and will end October 28
	Soccer Saturday was held October 18, where every team has 2 games scheduled
Youth Fall Volleyball	Registration period - June 2 - July 13
115 participants	Season started August 28 and will end November 6
	Our fall volleyball season tends to typically be larger than the spring volleyball season, but there has been a steady increase in players n in the spring season.
Youth Summer Basketball	Our youth basketball season started June 12 and ended in late July
132 participants	We had a total of 24 teams
	The Summer basketball season is our secondary season and is played on Wednesday nights in the Coach Howell Center and the Oxford Activity Center.
Youth Fall Baseball	Registration period - June 2 - July 6
327 participants	Season started September 10 and will end on October 22
	This is our secondary season and is played on Wednesday nights at mTrade
Youth FF Cheerleading	Teams practiced once a week in the CHC in order to learn the cheers for games.
13 participants	They started cheering at the first Flag Football game in September and will continue throughout the season. Special consideration is made for siblings in order to allow them to cheer for their sibling.

Programs:

Gymnastics
Instructor: Lisa Mitchell
Ages: 2 - 16
Class Fee: \$100 - \$700
Fundamental Sideline Cheer
Instructor: Kristi Yancy

Session / League	Participants
Fall	77
Session / League	Participants
Fall	8

Ages: 5 -12
Class Fee: \$200

Mini Kickers
Instructor: Hunter Crane
Ages: 2 - 4
Class Fee: \$75

Karate
Instructor: Norbert Woods
Ages: 5 & up
Class Fee: \$300

Fencing
Instructor: Margarette Davis
Ages: 5 - 14
Class Fee: \$450 - \$625

Fit & Fun Gymnastics
Instructor: Shannon Cain
Ages: 1 - 5
Class Fee: \$200 - \$250

Mini Sluggers
Instructor: Ole Miss Club Baseball Team
Ages: 4 - 5
Class Fee: \$40

Sewing for Beginners
Instructor: Sheila Howard Baker
Ages: 9 - 15
Class Fee: \$55/session

Barton Outfitters Fishing Camps
Instructor: Aaron Barton
Ages: 10+
Class Fee: \$375/Week

Foundations of Dog Obedience
Instructor: Bekah Chapman-Bay
Ages: 18 & Older
Class Fee: \$150

Dance Fitness
Instructor: Markeeta Martin
Ages: 12 & Up
Class Fee: \$10

Wrestling Lessons
Instructor: North MS Wrestling Club
Ages: 5 - 18
Class Fee: \$95

Volleyball All-Skills Clinic
Instructor: Karen Yelverton
Ages: 7 - 15
Class Fee: \$120

Session / League	Participants
Fall	122

Session / League	Participants
Fall	16

Session / League	Participants
Fall	25

Session / League	Participants
Fall	106

Session / League	Participants
Fall	29

Session / League	Participants
Summer	16

Session / League	Participants
Summer	39

Session / League	Participants
September/October	14

Session / League	Participants
Summer	8

Session / League	Participants
Fall	22

Session / League	Participants
Fall	52

Aqua Cardio Power
Instructor: Michelle Cohen
Ages: 18 & Up
Class Fee: \$12 - \$15 / Class

Aqua Therapy Fitness
Instructor: Dontavious Toles/Rebel Body Fitness
Ages: 18 & Up
Class Fee: \$60 - \$120 / month

Pro Skills Basketball
Instructor: Logan Newsom
Ages: 8 - 15
Class Fee: \$100

Intro to Pickleball
Instructor: Worth DuPerior
Ages: 16 & Up
Class Fee: \$90

Power Tumbling
Instructor: Lexi Porter and Kristen Kaufman
Ages: 8 & Up
Class Fee: \$65/month

OSA Skate School
Instructor: Tanner Lopez
Ages: 8 & Up
Class Fee: \$125 - \$250

Hands on Lebanese Cooking
Instructor: Lana Hand
Ages: 18 & Up
Class Fee: \$100

Session / League	Participants
July	18
August	13
September	13

Session / League	Participants
July	5
August	6

Session / League	Participants
Summer	9
Fall	19

Session / League	Participants
September	4

Session / League	Participants
August	25
September	23

Session / League	Participants
September	3

Session / League	Participants
Did Not Make	

League of Champions

Throughout the month of August, we continued the Open Swim at the city pool, until the pool closed for the year in September. Though once September began, we began Softball as another option for the individuals with disabilities who would like to continue to expand and further develop their physical fitness, courage, and bonds with others. Each Monday, we played at MTrade Park for approximately an hour around 5:30/6:00 PM. This was a registration program that seemed to averaged 8-12 participants each night, with a few of the participants being non-registered due to personal reasons.

Along with the participants, the Lafayette High School Baseball team volunteered their time each night with an average of 10 student athletes. We even had 2-3 volunteers from Ole Miss that participated, as well, each night. The participants really seemed to enjoy these volunteers, and looked forward to their weekly conversations and time spent together playing ball! By the end of each night, everyone left the field with a “full heart” and a love for the time spent together.

Marketing Highlights:

July

Registration for all youth sports for the fall led social media.

48 different promos were created to highlight sports, classes, events or general announcements.

QR Codes that can be tracked started full time during our registration push for the fall.

August

Power Tumbling started for the first time at the Coach Howell Center.

The Facebook page reached 10,000 followers during the month

We had a net follow of 288 on the Facebook page over this 3-month period.

September

We have reached 500 email newsletters through our provider Brevo. The first email sent out was in February 2017. There are now over 11,000 contacts in the Brevo system and over 8,000 email reaches each newsletter.

Foundations of Dog Obedience class secured a total of 12 participants.

Pro Skills Basketball really took off during its second semester with 21 signed up.

Fall Break Day Camp reached a new high of 69 participants.

Pickleball:

Our Pickleball program has shown continued growth and enthusiasm across all age groups.

Here's a breakdown of participation and highlights:

Coach Howell Center:

Open 6 days a week for Pickleball play.

6 nets utilized with 24 players active at a time.

Additional 15–30 participants waiting to play on busy days

Oxford Activity Center:

Open daily for overflow play after LLO classes.

Evening sessions available 2 nights a week after 5:30

Sunday evenings shared with volleyball.

Avent Park:

Hosted 2 Outdoor Pickleball Tournaments this quarter

Courts stay busy, peak times are 12n -8pm

Tournaments and Leagues:

1 indoor tournament held this quarter

Thursday Night DUPR Pickleball League

City Pool:

Attendance and Staffing:

Attendance: Averaged 150 guests despite brief operational setbacks (bathrooms)

6 Family Nights: held during July and August, providing a safe, affordable, and fun atmosphere for all ages.

Staffing: Increased from 11 to 24 lifeguards this summer.

Daily debriefings help lifeguards respond to challenges and maintain safety protocols.

Recent renovations have been well-received.

New slide is a major attraction for patrons of all ages.

Pool operations are running smoothly and continue to meet high standards for service and safety.

Sales Summary

Gross Sales: \$25,194.82

Returns: (\$78.31)

Net Sales: \$25,116.51

Sales Tax Collected: \$2,089.78

Total Revenue: \$27,206.29

Processing Fees: (\$597.12)

Net Revenue: \$26,609.17

Gross Sales: \$49,444.00

Returns: (\$183.00)

Net Sales: \$49,261.00

Sales Tax: \$604.25

Total Revenue: \$49,865.25

Processing Fees: (\$836.95)

Net Revenue: \$49,028.30

Top Selling Items:

Item	Quantity	Revenue
Candy Bars	3,227	\$ 9,035.60
Chips	2,672	\$ 7,481.60
Popsicles	4,005	\$ 3,724.65
Powerade	1,374	\$ 3,847.20
Water	1,189	\$ 1,105.77

Entry Type	Quantity	Revenue
Uncategorized	21,508	\$ 44,566
Daily Entry (4 - 55)	14,291	\$ 42,873
Additional daily entries (4-55)	1,401	\$ 4,203
Family Night Entry	76	\$ 760
Family Membership	3	\$ 675
Individual Membership	1	\$ 75
Public Day Camp Entry	122	\$ 183

This quarter demonstrated high participation and revenue across programs, reflecting the Oxford Park Community Center's commitment to community wellness, engagement, and accessible recreation.

Swim Lessons:

Swim lessons are taken place weekly (Monday – Thursday with Friday as the make-up day) in the month of June. We have 3 sessions a day: 10-1045am, 11-1145am, and 6-645pm. The weeks include July 7-10, July 14-17, July 21-24. Each class has 15 children in it which is 45 children each week.

4th Quarter Financial Report 2024-2025			
	July. 2025	August. 2025	September. 2025
OPC Activity Fund			
Beginning Balance	\$ 379,360.82	\$ 457,253.43	\$ 490,317.30
Total Additions	\$ 129,991.28	\$ 78,338.42	\$ 64,545.42
Total Subtractions	\$ 50,931.30	\$ 46,881.23	\$ 103,440.74
Interest Paid	\$ 1,262.63	\$ 1,606.68	\$ 1,550.25
Ending Balance	\$ 457,253.43	\$ 490,317.30	\$ 452,972.23
OPC Blue Sombrero			
Beginning Balance	\$ 41,216.57	\$ 39,527.22	\$ 33,744.34
Total Additions	\$ 98,184.94	\$ 54,193.04	\$ 29,870.06
Total Subtractions	\$ 100,168.00	\$ 60,092.00	\$ 50,186.00
Interest paid	\$ 293.71	\$ 116.08	\$ 66.15
Ending Balance	\$ 39,527.22	\$ 33,744.34	\$ 13,494.55
OPC Facebook	\$ 2,352.13		
Beginning Balance	\$ -	\$ 2,360.12	\$ 2,368.13
Total Additions	\$ -	\$ 0.00	\$ -
Total Subtractions	\$ -	\$ 0.00	\$ -
Interest Paid	\$ 7.99	\$ 8.01	\$ 7.79
Ending Balance	\$ 2,360.12	\$ 2,368.13	\$ 2,375.92
Cash on hand October 1, 2025(less any outstanding checks)			\$ 468,842.70

Month	Year	Total Revenue from Sports Connect	Paid out by Docket	Profit/Loss
October	2024	\$20,678.35	\$51,366.63	-\$30,688.28
November	2024	\$24,251.08	\$19,196.41	\$5,054.67
December	2024	\$34,100.84	\$26,417.51	\$7,683.33
January	2025	\$104,168.18	\$41,053.97	\$63,114.21
February	2025	\$71,506.41	\$68,130.57	\$3,375.84
March	2025	\$29,576.29	\$42,672.89	-\$13,096.60
April	2025	\$116,199.31	\$50,130.42	\$66,068.89
May	2025	\$40,959.62	\$42,716.52	-\$1,756.90
June	2025	\$75,618.22	\$30,549.41	\$45,068.81
July	2025	\$84,938.46	\$45,896.54	\$39,041.92
August	2025	\$60,301.97	\$65,057.22	-\$4,755.25
September	2025	\$28,538.27	\$29,163.39	-\$625.12
FY 24/25 Totals		\$690,837.00	\$512,351.48	\$178,485.52



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: Peggie Wilson / Community Church Oxford
Phone Number: 662.380.5014 E-mail Address: communityoxford@gmail.com
Address: 3917 HWY 334
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: Community Church Oxford
Director of Business/Organization: Fish Robinson
Phone Number: 662.386.5014 E-mail Address: communityoxford@gmail.com
Address: 3917 HWY 334
Oxford , MS , 38655
(City) (State) (Zip Code)
Name of On-Site Contact Person at Event: Fish Robinson
Phone Number: 662.816.9111 E-mail Address: Fishrobinson9111@gmail.com

II. Event Information:

Date: 12/24/25 Start Time: 4pm End Time: 7pm

Type of Event: Worship Service on the square

Event Location Information:

Starting Point Location: Front of City Hall

Finish Line Location: Front of City Hall

Detailed Route: no route

Other Information: _____

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

Number of Expected Participants: ~~300~~ 85 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: Community Church Oxford

III. Application Fee:

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

IV. Police Protection Fee:

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

V. Signatures:

Applicant Signature

Date

Approved By: Chief of Police, Oxford Police Department

Date

PAYMENT DATE
11/12/2025

COLLECTION STATION
Station 1

RECEIVED FROM
Community Church of Oxford

DESCRIPTION
Worship service on 12/24/25

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

BATCH NO.
2026-00000112

RECEIPT NO.
2026-00000611

CASHIER
Joy Welch

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>Cash</td><td></td><td>\$25.00</td></tr> <tr> <td></td><td>Total Cash</td><td>\$25.00</td></tr> <tr> <td></td><td>Total Check</td><td>\$0.00</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	Cash		\$25.00		Total Cash	\$25.00		Total Check	\$0.00		Total Charge	\$0.00		Total Wire	\$0.00		Total Other	\$0.00		Total Remitted	\$25.00		Change	\$0.00		Total Received	\$25.00	
Type	Detail	Amount																														
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	Total Cash	\$25.00																														
	Total Check	\$0.00																														
	Total Charge	\$0.00																														
	Total Wire	\$0.00																														
	Total Other	\$0.00																														
	Total Remitted	\$25.00																														
	Change	\$0.00																														
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Total Amount:		\$25.00																														

Customer Copy

Printed by: Joy Welch

Page 1 of 1

11/12/2025 08:48:03 AM



Memorandum

To: Mayor and Board of Alderman
From: Robert Baxter; Senior Planner
Date: November 18, 2025
RE: Request approval of a Preliminary and Final Plat for Case #3285, 'Patterson Place Subdivision', for property located at 3851 Fenwick Road (PPIN #15716)

The subject property is a +/- 18.86-acre parcel that stretches from George G 'Pat' Patterson Parkway to Anchorage Road due south of the Western Hills subdivision. The applicant was approved for a 146-unit RCID at the November 2025 Planning Commission meeting. The applicant is proposing a single-lot subdivision for this property. The proposed lot meets the dimensional requirements of both the NR and SR zones. All other elements of review are addressed with the site plan for 'Patterson Place'.

Engineering provided comments related to Access, Water & Sewer, and Stormwater Management with the Staff Report.

This case was recommended for approval on the consent agenda by the Planning Commission at the November 2025 meeting with the 6 conditions listed in the Staff report.

Recommendation: Staff and the Planning Commission recommend approval of the requested Preliminary and Final Plat for 'Patterson Place Subdivision' with the following conditions:

1. Approval is for the plan as submitted subject to necessary technical revisions per the Site Plan Review Committee.
2. Approval of the Preliminary and Final Plat for 'Patterson Place Subdivision' by the Mayor and Board of Aldermen.
3. The stormwater management plan for this project must be approved before a land disturbance or building permit is issued.
4. Water and sewer fees per unit shall be paid before building permits are issued.

5. Before issuance of a land disturbance permit, a copy of the Storm Water Pollution Prevention Plan approved by MDEQ as part of the Large Construction Storm Water General Permit must be submitted to Development Services.
6. The completed stormwater management facility must be certified by the civil engineer before certificates of occupancy are issued.

**Case 3285**

To: Oxford Planning Commission
From: Robert Baxter, AICP; Senior Planner
Date: November 10, 2025

Applicant: Walker & Walker Enterprises (Ryan Walker)
Owner: Same
Request: Preliminary and Final Plat Approval for 'Patterson Place Subdivision'
Location: 3851 Fenwick Road (PPIN #15716)
Zoning: (NR) Neighborhood Residential & (SR) Suburban Residential

Surrounding Zoning:

North, South & East: (NR) Neighborhood Residential & (TNB) Traditional Neighborhood Business
West: (SR) Suburban Residential – Housing Accelerator Overlay

Planning Comments: The subject property is a +/- 18.86-acre parcel that stretches from George G 'Pat' Patterson Parkway to Anchorage Road due south of the Western Hills subdivision. The applicant was approved for a 145-unit RCID of 32 detached and 94 attached units at the April 2025 Planning Commission meeting and is proposed for amendment in a separate case. The applicant is proposing a single-lot subdivision for this property.

The proposed lot meets the dimensional requirements of both the NR and SR zones. All other elements of review are addressed with the site plan for 'Patterson Place'.

Engineering Comments: This project proposes the construction of 145 new dwelling units on a property located between Pat Patterson Parkway and Anchorage Road.

Access – This development will have access to Pat Patterson Parkway and Anchorage Road. All roads within the development will be privately owned and maintained.

Water and Sewer – Water to the site is proposed to be supplied by new publicly owned and maintained water mains, with an individual meter for each unit. An easement will be provided for the maintenance of all water infrastructure.

Gravity sewer facilities within the proposed site will be privately owned and maintained. Wastewater will be collected and conveyed to a publicly owned and maintained lift station, which will pump through a new 6-inch force main to an existing city manhole on Pat Patterson Parkway.

Stormwater Management – A proposed stormwater management facility featuring inlets, pipes, and two detention basins will meet this site's stormwater management requirements. The detention basins are located along the south side of the site.

The western detention basin will discharge to the south into an existing ditch that runs south across the adjoining undeveloped property. To meet the requirement of containing outflow on the property for 40 feet, the outfall structure for this detention basin will utilize an energy dissipation and containment structure that will parallel the property line. The structure will be approximately 40 feet long and 6 feet wide. It will have dissipator blocks at the end of the discharge culvert to reduce velocity and a bottom, sloped at 0.5%, to spread the flow. The exit from the structure will be located at the east end, discharging to the south through an 8-foot-wide opening that acts as a level spreader. A level spreader releases water across a broader front, reducing the depth and velocity.

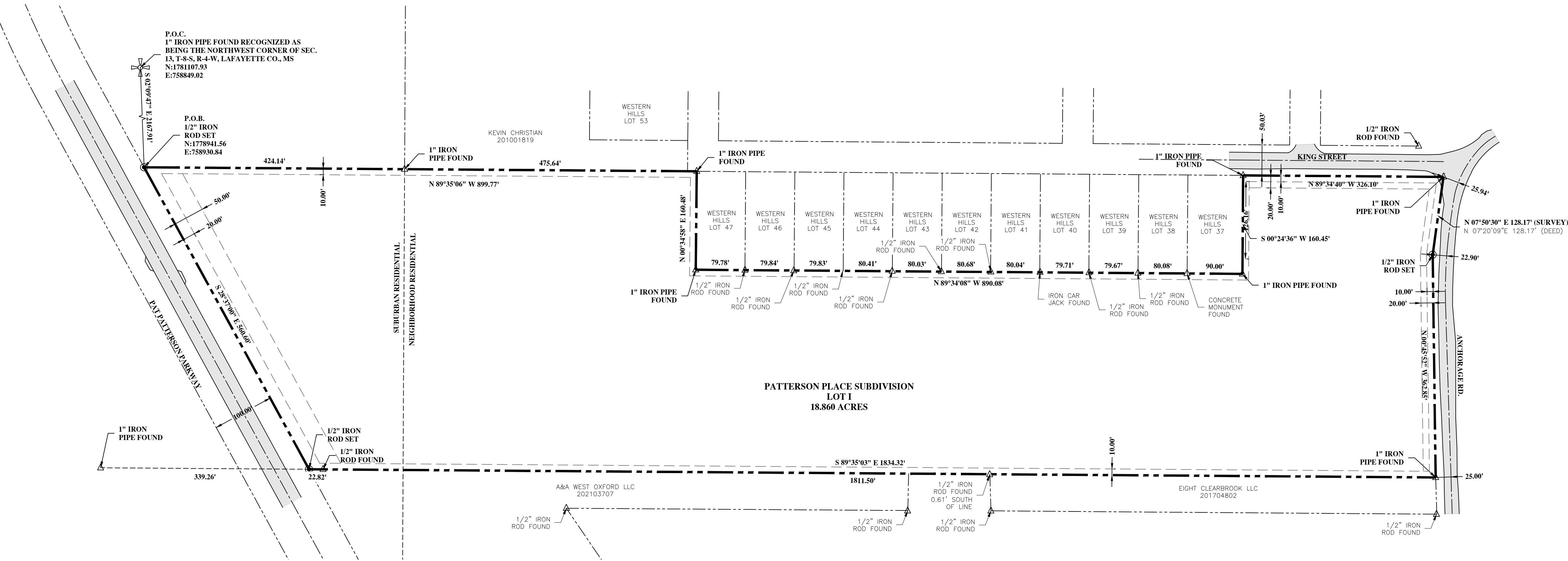
The eastern detention basin will discharge to the south into an existing ditch formed at the toe of the grading of the western building pads of the adjoining Keystone Cottages development. This ditch connects to a pipe that runs south through Keystone Cottages.

The Engineering Department has not approved the Stormwater Management Plan for this project. The engineering staff will review the amendment, but does not anticipate any issues that would prevent its approval.

Recommendation: Staff recommends approval of the requested Preliminary and Final Plat Approval for 'Patterson Place Subdivision' with the following conditions:

1. Approval is for the plan as submitted subject to necessary technical revisions per the Site Plan Review Committee.
2. Approval of the Preliminary and Final Plat for 'Patterson Place Subdivision' by the Mayor and Board of Aldermen.
3. The stormwater management plan for this project must be approved before a land disturbance or building permit is issued.
4. Water and sewer fees per unit shall be paid before building permits are issued.

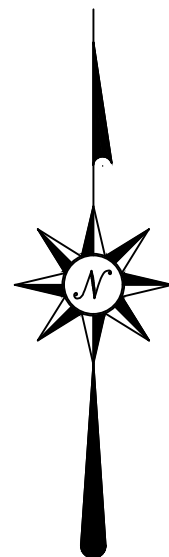
5. Before issuance of a land disturbance permit, a copy of the Storm Water Pollution Prevention Plan approved by MDEQ as part of the Large Construction Storm Water General Permit must be submitted to Development Services.
6. The completed stormwater management facility must be certified by the civil engineer before certificates of occupancy are issued.



LEGEND

These standard symbols may be found in the drawing.

- | | |
|----------------------------|--------------------------------------|
| ● PROPERTY CORNERS | — — — — — PROPERTY 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 |
| ⊗ SEWERY CLEAN OUT | — — — — — FENCE LINES |
| ⊗ GAS METER | DRAINAGE PIPE |
| ⊗ GAS VALVE | — — — — — UNDERGROUND COMMUNICATION |
| ⊗ ELECTRIC BOX | — — — — — UNDERGROUND ELECTRIC LINES |
| ⊗ POWER POLE | — — — — — OVER HEAD ELECTRIC LINES |
| ⊗ LIGHT POLE | — — — — — GAS LINES |
| ⊗ TELEPHONE PED | — — — — — WATER LINES |
| ⊗ COMMUNICATION MANHOLE | — — — — — SEWER LINES |
| ⊗ SPOT GRADE | — — — — — SEWER FORCE MAIN LINES |
| ⊗ HARDWOOD TREES | |
| ⊗ EVERGREEN TREES | |
| ⊗ CREPE MYRTLE | |

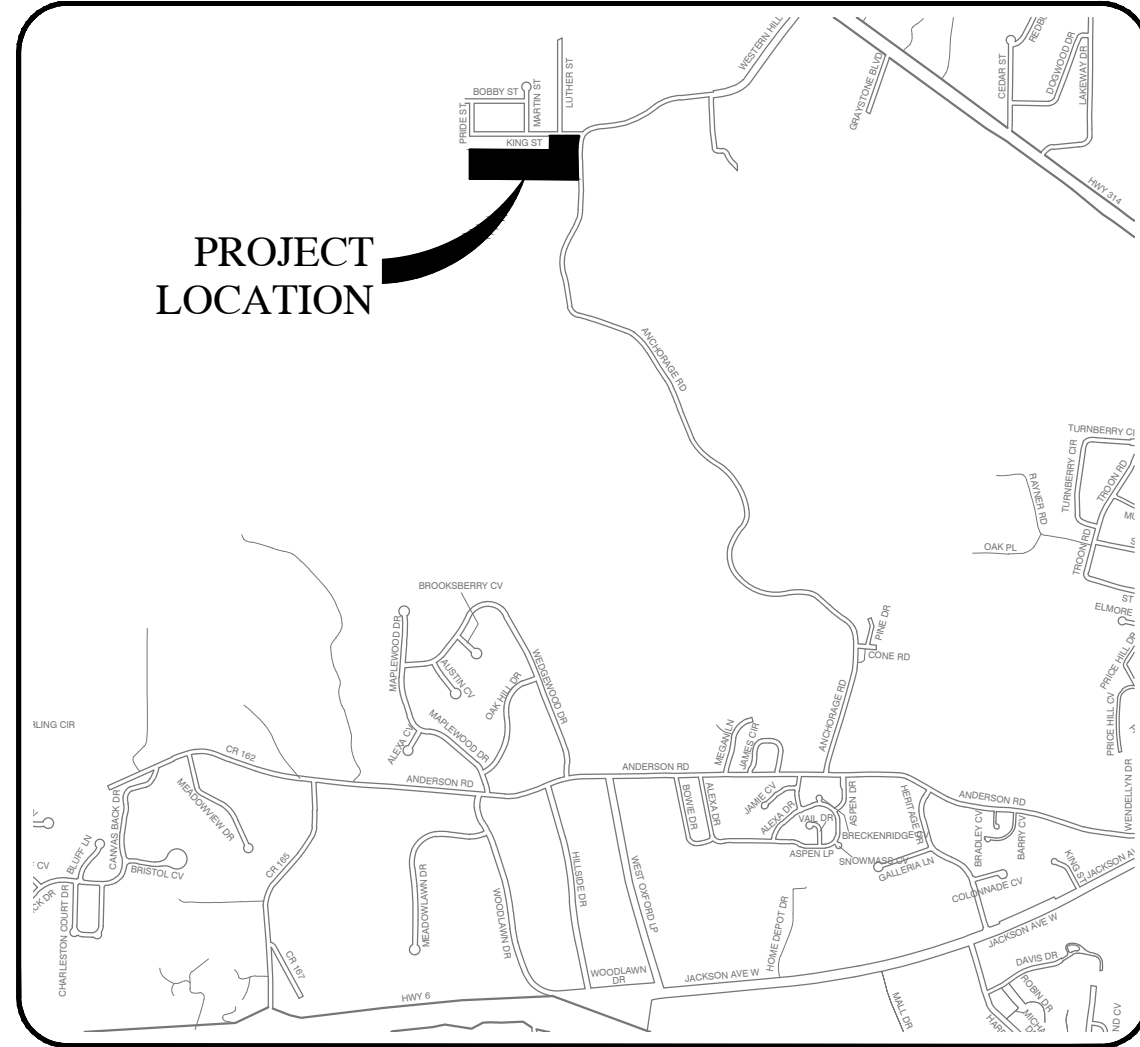


~SURVEYORS NOTES~

- 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° 25' 19") And a Scale Factor Of 1.000008185 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

CGC/C Real Time Network
CORS - This is a GPS Continuously Operating Reference Station
Designation - Oxford Cors ARP
CORS ID - MSOX
PID - DK6714
Lat - 34° 21' 50.9347"
Lon - 89° 31' 56.51638"
- Date Of Field Survey: October 2025.
- This Property is Zoned (SR) Suburban Residential District, Setbacks For This Zone Are As Follows:
Front yard build-to-line min/max = 20/50', Side = 10', Rear = 20', and
NR Neighborhood Residential District, Setbacks For This Zone Are As Follows:
Front yard build-to-line min/max = 10/20', Side = 10' detached, Rear = 25' attached or detached.
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 herein were obtained from Tri State Consulting Services Inc, as shown at the time of survey and may or may not be up to date.

VICINITY MAP (NOT TO SCALE)



~DESCRIPTION OF SURVEY~

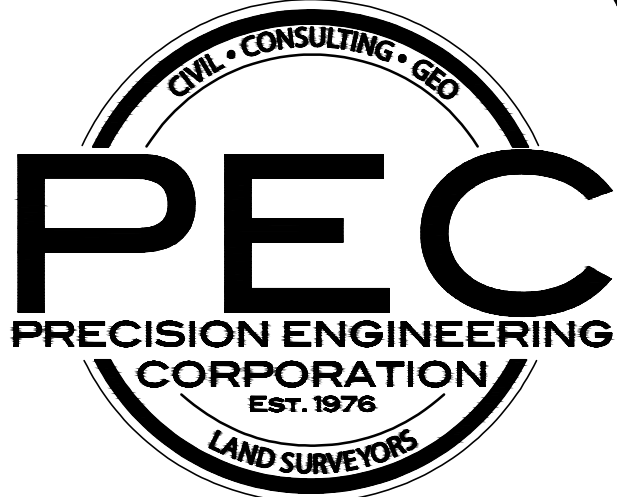
The following description is based on the Mississippi East State Plane Coordinate System grid North as determined by GPS observations with a convergence of (-0° 25' 19") and a scale factor of 1.000008185 calculated at the Point Of Commencement.

A parcel of land located in the Northwest Quarter of Section 13, Township 8 South, Range 4 West, Lafayette County, Mississippi and containing 18.860 Acres. This property described in more detail as follows:

Commencing at a 1" Iron Pipe found recognized as being the Northwest Corner of Section 13, Township 8 South, Range 4 West Lafayette County, Mississippi. Said point being further defined by Mississippi East State Plane Coordinates of N:1781107.93 and E:758849.02.

Thence South 02 Degrees 09 Minutes 47 Seconds East for a distance of 2167.91 feet to a 1/2" Iron Rod Set, hereinafter referred as the POINT OF BEGINNING, further defined by Mississippi East State Plane Coordinates of N:1778941.56 and E:7588930.84.

Thence run from said POINT OF BEGINNING South 28 Degrees 37 Minutes 00 Seconds East along the eastern right-of-way of Pat Patterson Parkway for a distance of 560.00 feet to a 1/2" Iron Rod set; Thence South 89 Degrees 35 Minutes 03 Seconds East leaving said right-of-way for a distance of 1834.32 feet to a 1" Iron Pipe found; Thence along the western right-of-way of Anchorage Road North 00 Degrees 45 Minutes 52 Seconds West for a distance of 362.85 feet to a 1/2" Iron Rod set; Thence North 07 Degrees 50 Minutes 30 Seconds East for a distance of 128.17 feet to a 1" Iron Pipe found in asphalt; Thence leaving said right-of-way and along the southern right-of-way of King Street North 89 Degrees 34 Minutes 40 Seconds West for a distance of 326.10 feet to a 1" Iron Pipe found; Thence leaving said right-of-way South 00 Degrees 24 Minutes 36 Seconds West for a distance of 160.45 feet to a 1" Iron Pipe found; Thence North 89 Degrees 34 Minutes 08 Seconds West for a distance of 890.08 feet to a 1" Iron Pipe found; Thence North 00 Degrees 34 Minutes 58 Seconds East for a distance of 160.48 feet to a 1" Iron Pipe found; Thence North 89 Degrees 35 Minutes 06 Seconds West for a distance of 899.77 feet back to the POINT OF BEGINNING.



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EMAIL: OXFORD@PECORPMS.COM
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ADDRESS: 1776 N. LAMAR
OXFORD, MS 38655

REVISIONS:

NO.	DATE	REVISIONS:	BY:
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PRELIMINARY / FINAL PLAT FOR PATTERSON PLACE SUB. IN THE NW 1/4 SEC. 13, T-8-S, R-4-W, IN THE CITY OF OXFORD, LAFAYETTE CO., MS

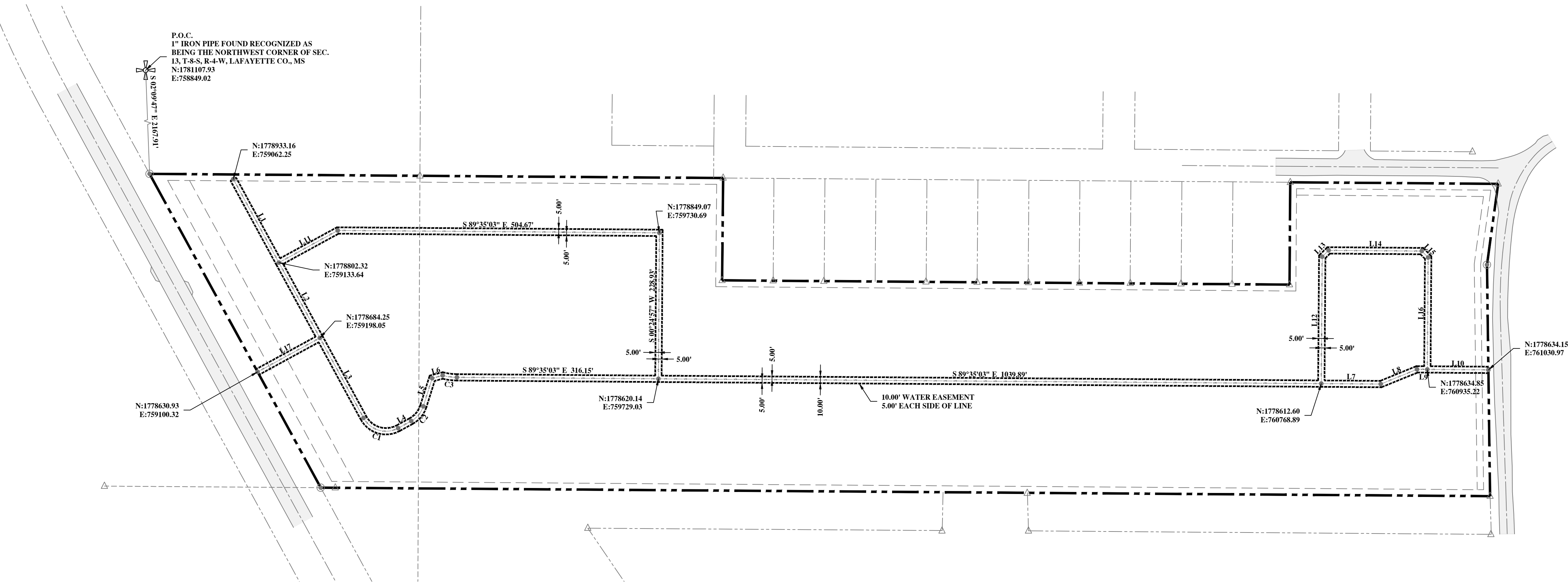
DRAWN BY: J. WRAY	DATE: 10/21/2025
CHECKED BY: J. ADAMS PLS	SCALE: 1"=100'
DRAWING NO: 24169	

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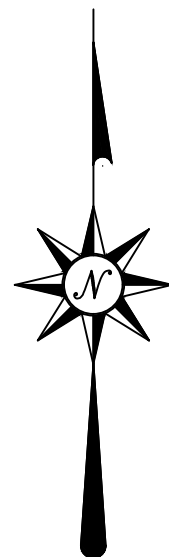


LEGEND

These standard symbols may be found in the drawing.

- PROPERTY CORNERS
- EXISTING MONUMENTS
- PROPERTY CORNERS NOT SET
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- DRAINAGE MANHOLE
- SEWER CLEAN OUT
- GAS METER
- GAS VALVE
- ELECTRIC BOX
- POWER POLE
- LIGHT POLE
- TELEPHONE PED
- COMMUNICATION MANHOLE
- SPOT GRADE
- HARDWOOD TREES
- EVERGREEN TREES
- CREPE MYRTLE

- PROPERTY LINES
- ADJOINING PROPERTY LINES
- EASEMENT LINES
- SETBACK LINES
- EDGE OF PAVEMENT
- CENTERLINE OF ROAD
- BUILDING
- FENCE LINES
- DRAINAGE PIPE
- UNDERGROUND COMMUNICATION
- UNDERGROUND ELECTRIC LINES
- OVER HEAD ELECTRIC LINES
- GAS LINES
- WATER LINES
- SEWER LINES
- SEWER FORCE MAIN LINES



LINE	BEARING	DISTANCE
L1	S 28°37'00" E	149.05'
L2	S 28°37'00" E	134.50'
L3	S 28°37'00" E	143.00'
L4	N 01°23'00" E	23.28'
L5	N 17°33'31" E	46.16'
L6	N 75°02'42" E	17.07'
L7	S 89°35'03" E	93.31'
L8	N 67°54'57" E	61.30'
L9	S 89°35'03" E	16.22'
L10	S 89°35'03" E	95.75'
L11	N 01°23'00" E	105.26'
L12	N 00°24'57" E	199.01'
L13	N 45°24'57" E	141.14'
L14	S 89°35'03" E	146.16'
L15	S 44°35'03" E	14.14'
L16	S 00°24'57" W	175.55'
L17	N 01°23'00" E	111.33'
L18	N 07°50'28" E	181.38'
L19	N 07°50'28" E	134.43'
L20	S 75°29'26" W	153.98'
L21	N 89°35'03" W	74.81'
L22	N 89°35'03" W	165.07'
L23	N 89°35'03" W	200.00'
L24	S 17°09'50" W	60.49'
L25	S 61°23'00" W	93.60'
L26	N 89°35'03" W	195.72'
L27	S 00°24'57" W	137.50'
L28	N 00°24'57" E	137.50'
L29	S 00°24'57" W	35.00'
L30	N 89°35'03" W	15.00'
L31	N 44°35'03" W	35.36'
L32	S 28°37'00" W	187.68'
L33	S 11°07'00" W	16.55'
L34	S 28°37'00" W	108.21'
L35	S 00°24'57" W	137.50'
L36	S 00°24'57" W	137.50'
L37	S 00°24'57" W	137.50'
L38	S 00°24'57" W	137.50'
L39	S 00°24'57" W	137.50'
L40	S 00°24'57" W	137.50'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	40.00'	62.83'	56.57'	S 73°37'00" E	90°00'00"
C2	40.00'	30.61'	29.87'	N 39°27'45" E	43°50'29"
C3	90.00'	121.50'	122.44'	S 83°25'21" E	14°19'24"
C4	110.00'	117.05'	111.60'	N 59°06'02" W	60°58'03"



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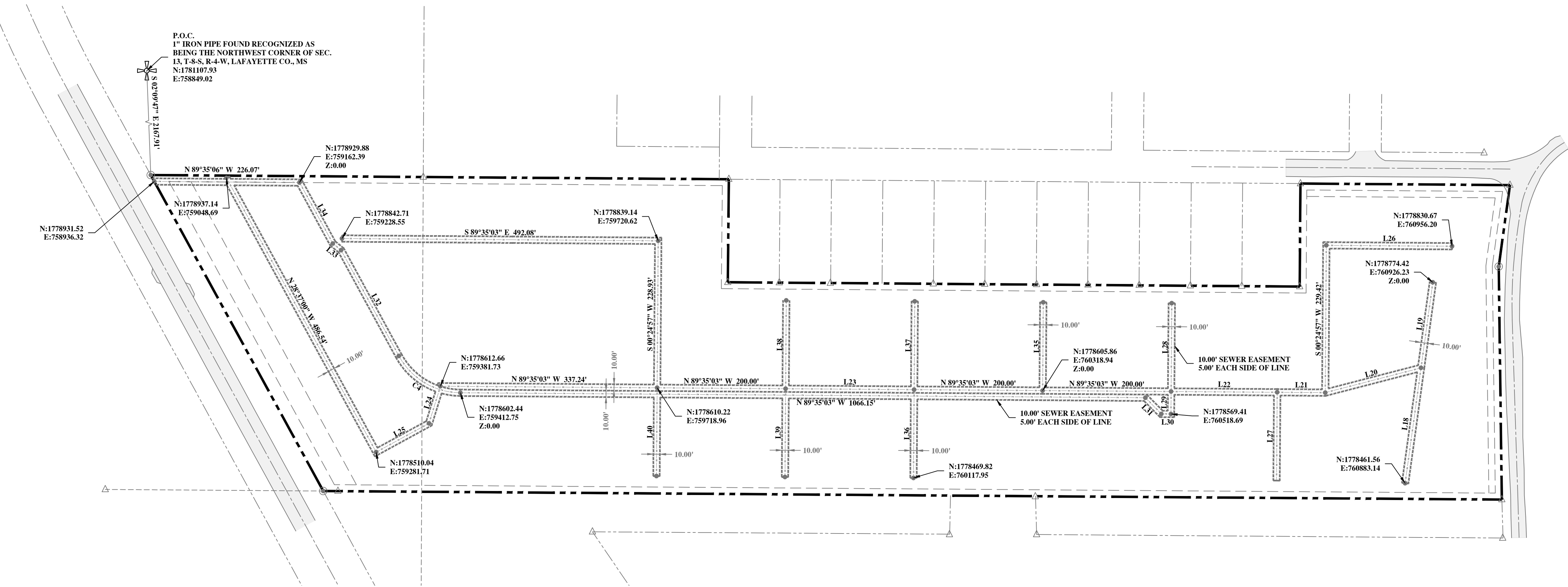
WATER EASEMENT FOR PATTERSON PLACE SUB. IN THE NW 1/4 SEC. 13, T-8-S, R-4-W, IN THE CITY OF OXFORD, LAFAYETTE CO., MS

DRAWN BY: J. WRAY	DATE: 10/21/2025
CHECKED BY: J. ADAMS PLS	SCALE: 1"=100'
DRAWING NO: 24169	

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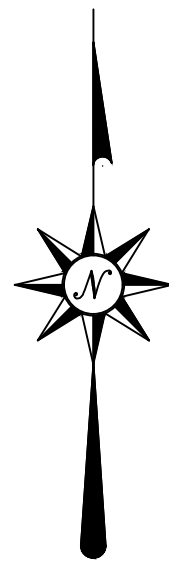


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- SANITARY SEWER MANHOLE
- SEWER CLEAN OUT
- GAS METER
- GAS VALVE
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- POWER POLE
- LIGHT POLE
- TELEPHONE PED
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L.23	N 89°35'03" W	200.00'
L.24	S 17°09'50" W	60.49'
L.25	S 61°23'00" W	93.60'
L.26	N 89°35'03" W	195.73'
L.27	S 00°24'57" W	137.50'
L.28	N 00°24'57" E	137.50'
L.29	S 00°24'57" W	35.00'
L.30	N 89°35'03" W	15.00'
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SEWER EASEMENT FOR PATTERSON PLACE SUB. IN THE NW $\frac{1}{4}$ SEC. 13, T-8-S, R-4-W, IN THE CITY OF OXFORD, LAFAYETTE CO., MS

DRAWN BY: J. WRAY	DATE: 10/21/2025
CHECKED BY: J. ADAMS PLS	SCALE: 1"=100'
DRAWING NO.: 24169	

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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° 25' 19") and a scale factor of 1.000008185 calculated at the Point Of Commencement.

A parcel of land located in the Northwest Quarter of Section 13, Township 8 South, Range 4 West, Lafayette County, Mississippi and containing 18.860 Acres. This property described in more detail as follows:

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Thence run from said POINT OF BEGINNING South 28 Degrees 37 Minutes 00 Seconds East along the eastern right-of-way of Pat Paterson Parkway for a distance of 560.60 feet to a 1/2" Iron Rod set; Thence South 89 Degrees 35 Minutes 03 Seconds East leaving said right-of-way for a distance of 1834.32 feet to a 1" Iron Pipe found; Thence along the western right-of-way of Anchorage Road North 00 Degrees 45 Minutes 52 Seconds West for a distance of 362.85 feet to a 1/2" Iron Rod set; Thence North 07 Degrees 50 Minutes 30 Seconds East for a distance of 128.17 feet to a 1" Iron Pipe found in asphalt; Thence leaving said right-of-way and along the southern right-of-way of King Street North 89 Degrees 34 Minutes 40 Seconds West for a distance of 326.10 feet to a 1" Iron Pipe found; Thence leaving said right-of-way South 00 Degrees 24 Minutes 36 Seconds West for a distance of 160.45 feet to a 1" Iron Pipe found; Thence North 89 Degrees 34 Minutes 08 Seconds West for a distance of 890.08 feet to a 1" Iron Pipe found; Thence North 00 Degrees 34 Minutes 58 Seconds East for a distance of 160.48 feet to a 1" Iron Pipe found; Thence North 89 Degrees 35 Minutes 06 Seconds West for a distance of 899.77 feet back to the POINT OF BEGINNING.

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

OWNER'S CERTIFICATE

I, RYAN WALKER, AS MANAGER OF PATTERSON PLACE, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY, BEING THE 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, THE CROSSING AT OXFORD COMMONS, PHASE 5. THE STREETS ARE TO REMAIN PRIVATELY OWNED. THE STREETS ARE HEREBY DEDICATED TO THE USE BY THE PUBLIC AND/OR PRIVATE UTILITY COMPANIES WHICH SERVE THIS SUBDIVISION, SUBJECT TO THE REGULATIONS OF AND APPROVAL BY THE BOARD OF ALDERMAN OF OXFORD, MISSISSIPPI. UTILITY EASEMENTS ARE ALSO DEDICATED TO THE PUBLIC AND/OR PRIVATE UTILITY COMPANIES WHICH SERVE THIS SUBDIVISION. SUCH SUBDIVISION AND DEDICATION IS THE OWNER'S OWN ACT AND DEED OF THEIR OWN FREE WILL.

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

PATTERSON PLACE, LLC, OWNER

RYAN WALKER

CITY OF OXFORD
COUNTY OF LAFAYETTE
STATE OF MISSISSIPPI

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

ROBYN TANNERHILL
MAYOR, CITY OF OXFORD

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE STATE AND COUNTY AFORESAID, THE WITHIN NAMED RYAN WALKER, IN THE CAPACITY AS MANAGER OF PATTERSON PLACE, 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 _____

ENGINEER'S CERTIFICATE

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

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

MICHAEL SHANE CARDWELL
MISSISSIPPI PE #20243

CITY ENGINEER'S CERTIFICATE

I CERTIFY THAT PATTERSON PLACE SUBDIVISION HAS COMPLIED WITH ONE OF THE FOLLOWING ALTERNATIVES FOR PATTERSON PLACE SUBDIVISION:

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

SURVEYOR'S CERTIFICATE

I CERTIFY THAT THE PLAT FOR PATTERSON PLACE SUBDIVISION IN LAFAYETTE COUNTY, MISSISSIPPI, IS A TRUE AND CORRECT REPRESENTATION OF SAID SUBDIVISION AND THAT I SIGNED AND DELIVERED IT AS MY OWN ACT AND DEED.

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

JONATHAN E. ADAMS
MISSISSIPPI PS. #2879

RESTRICTIVE COVENANTS

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

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

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NO.:	DATE:	REVISIONS:	BY:

CERTIFICATE SHEET
FOR
PATTERSON PLACE SUBDIVISION
IN THE NW 1/4 SEC. 13, T-8-S, R-4-W,
CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY: J. WRAY	DATE: 10/21/2025
CHECKED BY: J. ADAMS, PS	SCALE: NA
DRAWING NO.: 24169	

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3.0



Memorandum

To: Mayor and Board of Alderman
From: Benjamin Requet, AICP; Director of Planning
Date: November 18, 2025
RE: First Reading of an Ordinance (Case #3291) Modifying Articles 3, 5 & 9 of the Land Development Code.

Planning Comments: The changes proposed address concerns that have surfaced. The changes include:

- Modifying the Gated Entry provisions to allow gates for a residence to be considered as a Special Use when it is proposed in a side or a rear yard.
- Modification to the architectural standards to require architectural variety of buildings in a development
- Modifications to the applicability provisions for Site Plan Reviews.

The proposed changes went before the Ordinance Review Committee on May 2, 2023. The modifications to Land Development Code were presented to the Planning Commission (Case #3291) on Monday, November 10, 2025. The Commission unanimously recommended approval of these changes.

Article 3

3.11.3 Gated Entries

3.11.3.1 This use includes gates, posts, and cable or other equipment across vehicular entrances.

3.11.3.2 Districts Permitted: Special Use in any district for gates to access nonresidential uses that only close when the use is closed. **Special Use for a residence in ER, SR, and NR when the gate is located in the side or rear yard (behind the front building line) and provides adequate stacking space on the site to prevent any obstructions of the road from which the driveway takes access.** The Design standards of Section 3.11.3.4 must be followed.

Special Exception use in any district for gates to access nonresidential uses during hours when the use is open, for a gate across a driveway to an individual residence, for any multi-family development, and for access to any type of residential development that is served by private roads (if roads are built to City standards). Gated entries are not allowed across public roads.

3.11.3.3 Additional Standards: The following regulations pertain to placing gates, posts and cable or other equipment across vehicular entrances to individual residences, nonresidential properties, and to access any type of residential development. Design standards include.

- a. Nonresidential development. Nonresidential developments that will close during business hours shall obtain a special exception to establish gates at private vehicular entrances.
- b. Multi-family development. Developments that wish to close in the overnight hours may request a special exception to establish gates at private vehicular entrances.

3.11.3.4 Design Standards for All Gated Entrances.

- a. Gates should be constructed of decorative, ornamental metal.
- b. Style and color of gates and other enclosures should be coordinated with nearby structures.
- c. Gates should operate so that they do not obstruct sidewalks, streets, bike paths, parking spaces, and similar facilities.
- d. Swing gates are encouraged. Gate hinges may be located on one or both sides of the driveway.
- e. Sliding gates are discouraged.
- f. Unobstructed vertical clearance should be at least 13 feet six inches.
- g. Gates shall be designed to allow vehicles to turn around in the driveway, without backing into the street (except on local streets).
- h. Adequate stacking room should be provided between the gated entrance and the gate controller to avoid vehicular stacking across sidewalks, streets, bike paths, and similar facilities.
- i. Gates shall be designed to provide 24-hour access by authorized maintenance and service providers (such as public works, utilities, mail and postal delivery).
- j. Gate designs shall include emergency hardware to ensure proper emergency access to the satisfaction of the city fire, police, public works and utility departments.
- k. One pedestrian access gate shall be provided at each gated driveway entrance.
- l. "Anti-directional" devices (i.e., metal spikes that can cause tire damage) at entrances and exits are prohibited.
- m. Protective covenants shall be established and recorded for the gated development. The protective covenants shall identify, and always keep in effect, a legal entity responsible for maintaining the gates and associated features.
- n. The gate shall be activated by an emergency siren.
- o. Gates and the emergency operation of the gates shall be maintained at all times. Two instances reported to the planning office within a 12-month period of inaccessible gates by the city police, fire or public works shall result in the revocation of the permit.
- p. Entrances must meet the following width requirements unless otherwise approved by the fire department. Dual gates should have an unobstructed clearance of least ten feet wide on each side; single gates should have an unobstructed clearance of least 20 feet wide.
- q. Gated development should not be approved for developments that provide necessary connectivity for access and safety reasons. No gated development with private roads can be considered for acceptance as public streets until and unless the roads are brought to current city standards by the pertinent property owners association.

Article 5

5.6.1.11 Architecture of Buildings in Developments. Architecture for buildings in a development shall vary, and similar designs should not be adjacent to each other.

Article 9

*9.2.2 Applicability. Unless determined otherwise by the Director of Planning, a site plan review shall be required for proposed development including, but not limited to, any subdivision of property, any residential development of five or more dwelling units except individual building lots already approved, any structures with more than two stories, any commercial development adjacent to property zoned for primarily residential use, any development requiring special use or special exception approval, any development located within a flood plain, any commercial development requiring the services of a licensed engineer or architect, ~~or~~ any commercial development within 200 feet of a street intersection, any open parking area to be constructed or enlarged, **or modifications resulting in the removal and replacement of 50% or more of facades of an existing building intended for commercial or mixed-uses.** A site plan review by the Planning Commission shall be required for all development except the following:*

9.2.2.1 Any residential development of less than five dwelling units.

9.2.2.2 Any residential, business, or industrial development of one acre or less proposing structures with a cumulative size (within all structures and accessory buildings on the site) of less than 5,000 square feet. Site plans for structures of 5,000 to 10,000 square feet may require approval by the Planning Commission if determined by the Planning Director to be a site of interest to the public. Applications for site plans in this size range will be noticed and posted to allow public input which will inform the Planning Director as to the level of public interest in the site plan.

9.2.2.3 Any parking area of three or less spaces.

Recommendation: The Planning Commission and Staff recommend approval of the proposed modifications.

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



Memorandum

To: Mayor and Board of Alderman
From: Robert Baxter, AICP; Senior Planner
Date: November 18, 2025
RE: Request approval of a Preliminary Plat for Case #3283, Oxford Commons, LLC (David Blackburn) for 'The Heights, Phase 6', for property located at Devonshire Drive (PPIN #37696)

The applicant seeks Preliminary Plat approval for 'The Heights, Phase 6', a preliminary plat with 15 lots and a common area/stormwater detention area. The subject property is +/- 2.54 acres located off of Devonshire Drive just west of F.D. Buddy East Parkway and directly south of Oxford High School.

The lots meet the dimensional standards of the underlying (SR) Suburban Residential zoning.

The Planning Commission recommended approval of this item as a part of the consent agenda at their November 10th meeting.

Recommendation: Staff and the Planning Commission recommend approval of the Preliminary Plat for 'The Heights, Phase 6' with the following conditions:

1. Approval of 'The Heights, Phase 6' by the Mayor and Board of Aldermen (Planning).
2. Dedication of conservation easement land and tree mitigation must be finalized at Final Plat Approval (Planning).
3. Approval is for the plans as submitted (Planning).
4. All engineering comments related to plat and site plan drawings are to be addressed before a land disturbance or building permit is issued (Engineering).
5. Water and sewer fees per unit shall be paid before building permits are issued (Engineering).
6. Before issuance of a land disturbance permit, a copy of the Storm Water Pollution Prevention Plan approved by MDEQ as part of a Large Construction Storm Water General Permit must be submitted to Development Services (Engineering).

7. The completed stormwater management facility must be certified by the civil engineer before certificates of occupancy are issued (Engineering).

**Case #3283**

To: Oxford Planning Commission
From: Kate Kenwright, AICP; Planner II
Date: November 10, 2025

Applicant: Oxford Commons Lots, LLC (David Blackburn)
Owner: Same
Request: Preliminary Plat Approval for 'The Heights, Phase 6'
Location: Devonshire Drive (PPIN #37696)
Zoning: (SR) Suburban Residential

Surrounding Zoning:

All: (SR) Suburban Residential

Case History: Case #2487 – Special Exception – May 2019
 Case #2481 – Plat Approval – May 2019

Planning Comments:

The applicant seeks Preliminary Plat approval for 'The Heights, Phase 6', a preliminary plat with 15 lots and a common area/stormwater detention area. The subject property is +/- 2.54 acres located off of Devonshire Drive just west of F.D. Buddy East Parkway and directly south of Oxford High School.

The lots meet the dimensional standards of the underlying (SR) Suburban Residential zoning.

Tree mitigation will be applicable to all of The Heights. There is a required conservation easement of 14% for all areas included in the Tree Mitigation Variance Agreement approved by the Planning Commission in January of 2016. An updated tracking spreadsheet and tracking map for these easements will be a condition of approval of the Final Plat.

Engineering Comments:

Oxford Commons Lots, LLC (David Blackburn) is an additional residential phase for the Heights of Oxford Commons. Phase 6 is located south of Phases 4 and 5 and will extend Devonshire Drive, ending it as a cul-de-sac.

Traffic/Access

Devonshire Drive will be extended south, ending in a cul-de-sac. The extension of Devonshire Drive will be a public street with a right-of-way dedicated to the City of Oxford.

Water and Sewer & Utility

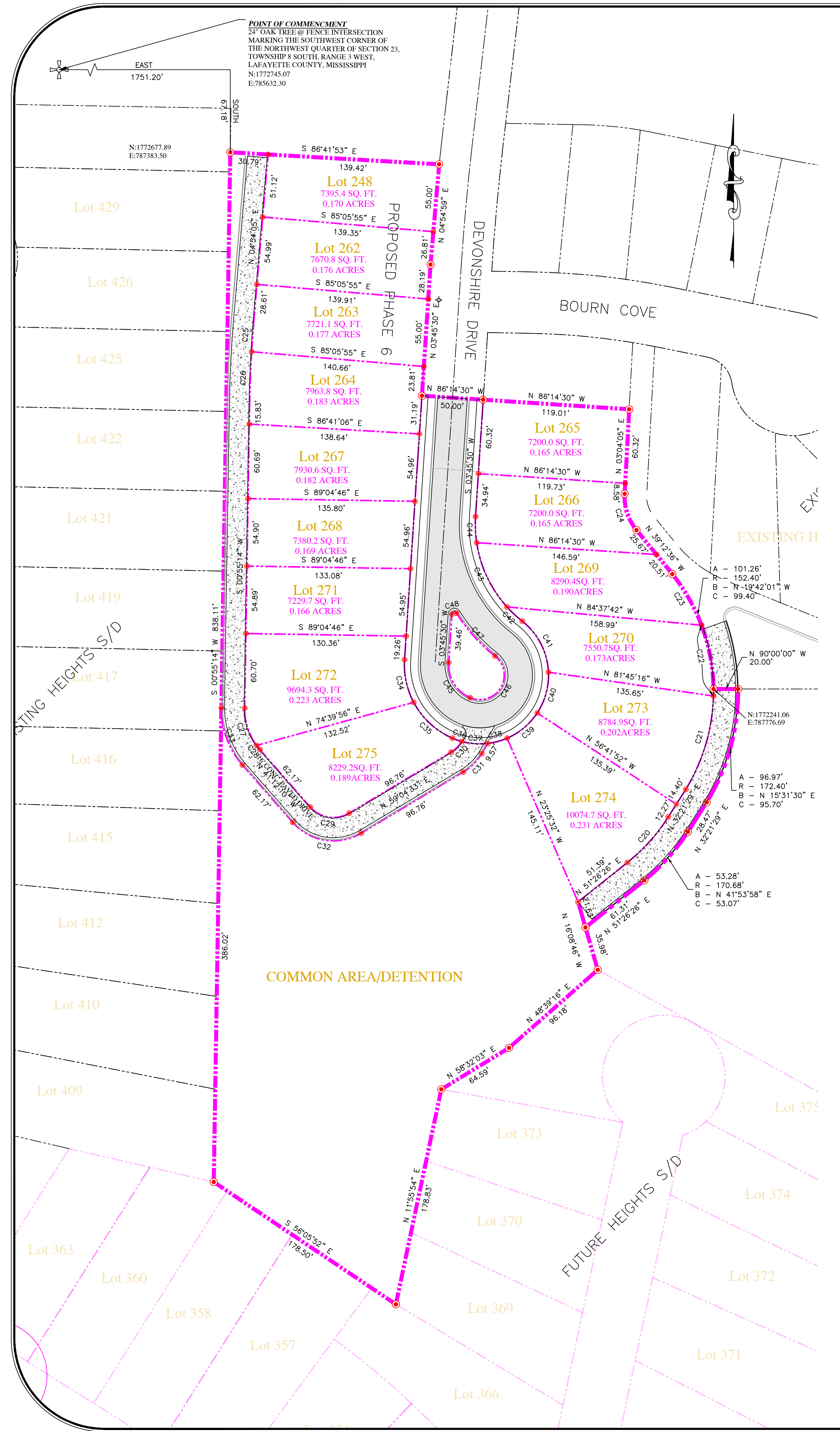
This phase of the subdivision will require sewer or water services. Water service will be provided by extending an existing 8-inch water main located within the right-of-way of Devonshire Drive. Sewerage will be provided by an 8-inch gravity sewer main located within the right-of-way of the extended portion of Devonshire Drive. The sewer main will extend east between Lots 270 and 273, within an easement held by the City of Oxford, and connect to an existing sewer manhole.

Stormwater Management

A proposed stormwater management facility featuring inlets, pipes, and an above-ground detention basin will meet this site's stormwater management requirements. The detention basin is located at the south end of the phase within a dedicated common area space. The stormwater management plan was approved as part of Phase 3 of the Heights at Oxford Commons.

Staff Recommendation: Staff recommends approval of the Preliminary Plat for 'The Heights, Phase 6' with the following conditions:

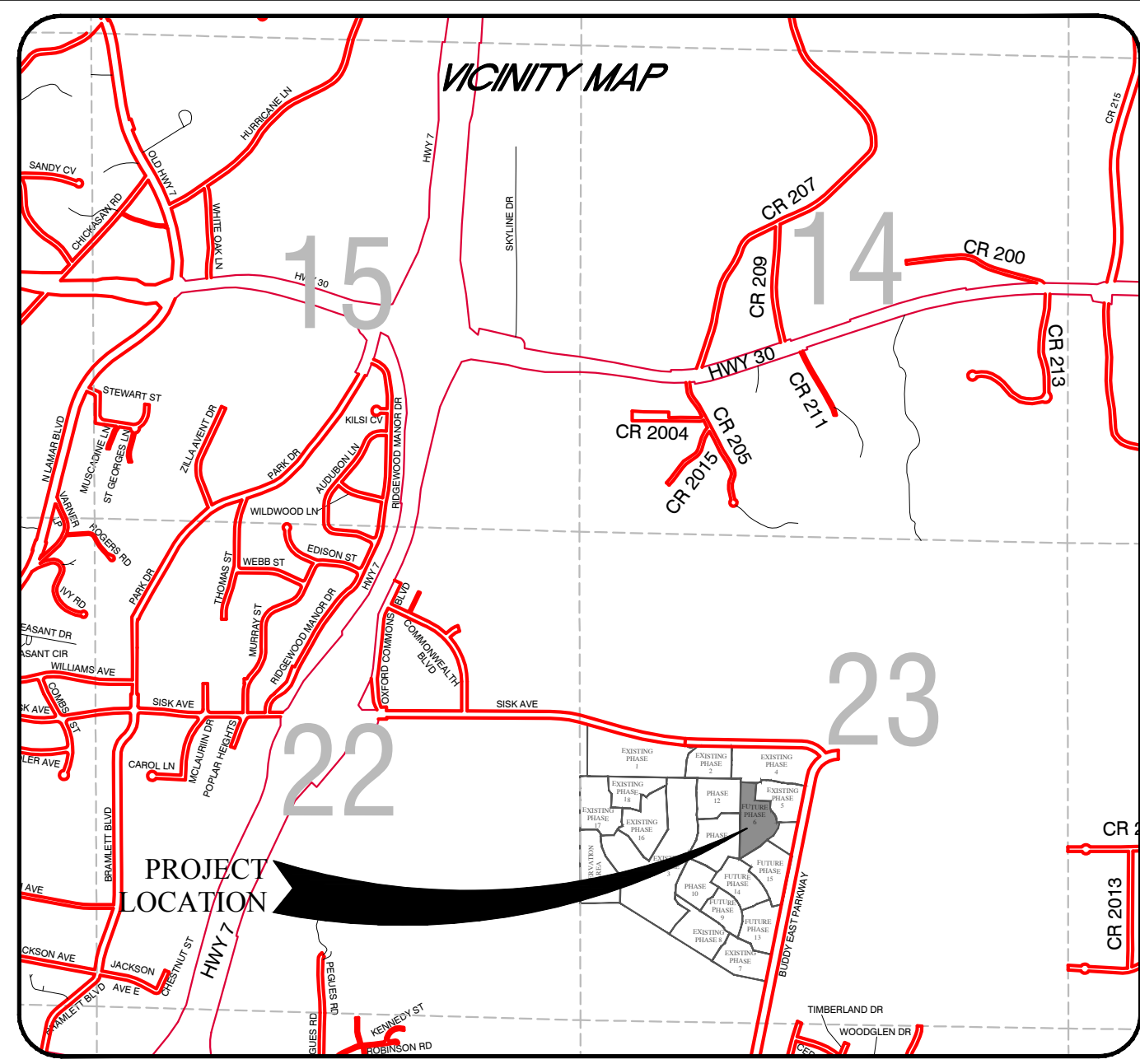
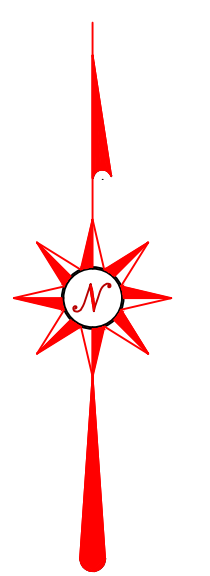
1. Approval of 'The Heights, Phase 6' by the Mayor and Board of Aldermen (Planning).
2. Dedication of conservation easement land and tree mitigation must be finalized at Final Plat Approval (Planning).
3. Approval is for the plans as submitted (Planning).
4. All engineering comments related to plat and site plan drawings are to be addressed before a land disturbance or building permit is issued (Engineering).
5. Water and sewer fees per unit shall be paid before building permits are issued (Engineering).
6. Before issuance of a land disturbance permit, a copy of the Storm Water Pollution Prevention Plan approved by MDEQ as part of a Large Construction Storm Water General Permit must be submitted to Development Services (Engineering).
7. The completed stormwater management facility must be certified by the civil engineer before certificates of occupancy are issued (Engineering).



POINT OF COMMENCEMENT
24" OAK TREE @ FENCE INTERSECTION
MARKING THE SOUTHWEST CORNER OF
THE NORTHWEST QUARTER OF SECTION 23,
TOWNSHIP 8 SOUTH, RANGE 3 WEST,
LAFAYETTE COUNTY, MISSISSIPPI
N:1772745.07
E:785632.30

LEGEND

- PROPERTY 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



DESCRIPTION OF PROPERTY

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 GRID VALUES, USING A SCALE FACTOR OF 0.999995158 AND A CONVERGENCE ANGLE OF (-)00 DEGREES 22 MINUTES 18 SECONDS CALCULATED AT THE POINT OF COMMENCEMENT OF THIS SURVEY.

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 3 WEST, LAFAYETTE COUNTY, MISSISSIPPI, CONTAINING 5.658 ACRES, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 24" OAK TREE AT A FENCE INTERSECTION LOCATED AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 3 WEST LAFAYETTE COUNTY, MISSISSIPPI. SAID POINT BEING FURTHER DEFINED BY STATE PLANE COORDINATES OF N: 1772,745.07 AND E: 785,632.30.

RUN THENCE DUE EAST A DISTANCE OF 1751.20 FEET TO A POINT; THENCE DUE SOUTH A DISTANCE OF 67.18 FEET TO A 1/2" IRON ROD SET, SAID POINT BEING FURTHER DEFINED BY STATE PLANE COORDINATES OF N:1772677.89 AND E:787383.50, AND ALSO BEING THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, RUN SOUTH 00 DEGREES 55 MINUTES 14 SECONDS WEST A DISTANCE OF 838.11 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 56 DEGREES 05 MINUTES 52 SECONDS EAST A DISTANCE OF 178.50 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 11 DEGREES 55 MINUTES 54 SECONDS EAST A DISTANCE OF 178.83 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 58 DEGREES 32 MINUTES 03 SECONDS EAST A DISTANCE OF 64.59 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 48 DEGREES 39 MINUTES 16 SECONDS EAST A DISTANCE OF 96.18 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 18 DEGREES 08 MINUTES 45 SECONDS WEST A DISTANCE OF 35.98 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 51 DEGREES 26 MINUTES 26 SECONDS EAST A DISTANCE OF 61.31 FEET TO A 1/2" IRON ROD SET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 53.28 FEET, A RADIUS OF 170.68 FEET, A CHORD BEARING OF NORTH 41 DEGREES 53 MINUTES 58 SECONDS EAST, AND A CHORD LENGTH OF 53.07 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 32 DEGREES 21 MINUTES 29 SECONDS EAST A DISTANCE OF 28.47 FEET TO A 1/2" IRON ROD SET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 96.97 FEET, A RADIUS OF 172.40 FEET, A CHORD BEARING OF NORTH 15 DEGREES 31 MINUTES 30 SECONDS EAST, AND A CHORD LENGTH OF 95.70 FEET TO A 1/2" IRON ROD SET; THENCE DUE WEST A DISTANCE OF 20.00 FEET TO A 1/2" IRON ROD SET; THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 101.26 FEET, A RADIUS OF 152.40 FEET, A CHORD BEARING OF NORTH 19 DEGREES 42 MINUTES 01 SECONDS WEST, AND A CHORD LENGTH OF 99.40 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 39 DEGREES 12 MINUTES 36 SECONDS WEST A DISTANCE OF 46.18 FEET TO A 1/2" IRON ROD SET; THENCE WITH A CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 31.73 FEET, A RADIUS OF 43.00 FEET, A CHORD BEARING OF NORTH 18 DEGREES 04 MINUTES 15 SECONDS WEST, AND A CHORD LENGTH OF 31.01 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 03 DEGREES 04 MINUTES 05 SECONDS EAST A DISTANCE OF 68.90 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 86 DEGREES 14 MINUTES 30 SECONDS WEST A DISTANCE OF 169.01 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 03 DEGREES 45 MINUTES 30 SECONDS EAST A DISTANCE OF 107.00 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 04 DEGREES 54 MINUTES 59 SECONDS EAST A DISTANCE OF 81.82 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 86 DEGREES 41 MINUTES 53 SECONDS WEST A DISTANCE OF 170.21 FEET BACK TO THE POINT OF BEGINNING.

SURVEYOR'S 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' 18" counter clockwise. Horizontal Datum based on published control stations as follows:
Designation - MOLLY Designation - FRENCH
PID - A17821 PID - EG1752
NORTH - 1771,871.80 NORTH - 1,785,757.98
EAST - 783,111.59 EAST - 777,547.74
HORZ ORDER - B HORZ ORDER - THIRD
- Date Of Field Survey: September, 2025
- 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.
- This Property Has The Following Building Setbacks:
Front: 5.0 Ft.
Side: 5.0 Ft.
Rear: 5.0 Ft.
- All Building Setbacks Are Also Utility Easements.
- All Property Corner Are 1/2" x 18" Rebars Capped With Plastic Caps Stamped PEC COA S-190" Unless Noted Otherwise On The Plat.
- All common property/detention pond shall be maintained in perpetuity and cannot be developed for any other use which would limit or cause to limit the use of the common area/detention pond. The common area/detention pond shall be owned and/or maintained by the Property Owner's Association of the development and each property owner shall own a proportionate share of the common area/detention pond and shall bear his proportionate responsibility for the continued maintenance in accordance with the City of Oxford and Lafayette County.
- The Oxford Commons Homeowners Association, Inc., a Mississippi nonprofit corporation (the "Association"), shall be responsible for the maintenance, upkeep, and payment of ad valorem taxes for all Common Property shown on this Plat. In the event of a permanent dissolution of the Association, all owners of lots within all phases of the Heights Subdivision existing at the time of such permanent dissolution shall immediately thereupon hold title to the Common Property as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof on a pro rata basis determined by the total number of lots within all phases of the Heights Subdivision. Furthermore, in the event of such permanent dissolution, the ad valorem taxes for all Common Property shown on this Plat shall be assessed to each lot within the Heights Subdivision on a pro rata basis determined by the total number of lots within all phases of the Heights Subdivision.
- Surface water management systems located outside of the right-of-way shall be owned and maintained by the Oxford Commons Homeowners Association and/or by the property owner(s) of the lots unless noted otherwise. This includes the drainage easements shown on this plat.
- All lot owners area required to place a minimum of (2) two trees or (1) one tree every fifty feet of road frontage right-of-way. Trees placed at fifty feet spacing must be the type and size specified in Code 7 Landscape Standards of the City of Oxford Code Ordinance and shall be placed along the front property line and shall be subject to Planning Department approval. Each lot owner will be required to show size, type and placement for review by the City of Oxford for site plan approval.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C20	150.00	49.96	49.73	N 41°53'58" E
C21	152.40	80.07	79.15	S 16°32'32" W
C22	152.40	58.87	58.50	S 09°34'27" E
C23	155.40	48.13	47.93	S 29°41'14" E
C24	43.00	31.73	31.01	N 18°04'15" W
C25	1000.00	26.39	26.39	S 04°08'43" W
C26	1000.00	43.09	43.08	S 02°09'18" W
C27	50.00	32.46	31.90	S 17°40'44" E
C28	50.00	4.40	4.40	N 38°44'26" W
C29	25.00	34.79	32.05	N 81°03'49" W
C30	25.00	12.27	12.14	S 45°01'08" W
C31	44.00	21.59	21.37	S 45°01'08" W
C32	44.00	61.22	56.40	S 81°03'49" E
C33	69.00	50.73	49.59	S 20°08'28" E
C34	65.00	35.96	35.51	S 12°05'36" E
C35	65.00	43.73	42.91	S 47°12'42" E
C36	55.90	8.07	8.06	S 70°37'07" E
C37	55.90	21.40	21.27	S 85°43'13" E
C38	55.90	16.33	16.27	N 74°56'38" E
C39	55.90	32.46	32.01	N 49°56'18" E
C40	55.90	34.96	34.39	N 15°23'19" E
C41	55.90	48.12	46.65	N 27°11'07" W
C42	100.00	17.04	17.02	N 46°57'49" W
C43	100.00	58.63	57.79	S 25°17'17" E
C44	100.00	21.38	21.34	N 02°21'46" W
C45	29.00	35.56	33.37	S 31°21'46" E
C46	19.00	57.45	49.48	N 30°50'08" E
C47	136.00	47.13	46.89	N 41°55'03" W
C48	2.00	5.04	3.81	N 75°53'04" E



PHONE: (662) 234-8539 FAX: (662) 234-8639
WEB SITE: PECORPMS.COM
(662) 534-6205

REVISIONS:			
NO.	DATE	REVISIONS	BY:
1	9-15-25	ADDED 18" CONC. DRIVE	JA
2	10-27-25	REV. LOTS 265,266,269,270,273	JA
NO.	DATE	REVISIONS	BY:
NO.	DATE	REVISIONS	BY:
NO.	DATE	REVISIONS	BY:
NO.	DATE	REVISIONS	BY:

PRELIMINARY PLAT
FOR
THE HEIGHTS AT
OXFORD COMMONS, PHASE 6
IN THE SW 1/4 OF SECTION 23, T-8-S, R-3-W, CITY OF OXFORD,
LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY: J. ADAMS, PS	DATE: 09-24-2025
CHECKED BY: J. ADAMS, PS	SCALE: 1"=50'
DRAWING NO.: 6865	

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AND OTHERWISE ARE
HEREBY SPECIFICALLY
RESERVED.

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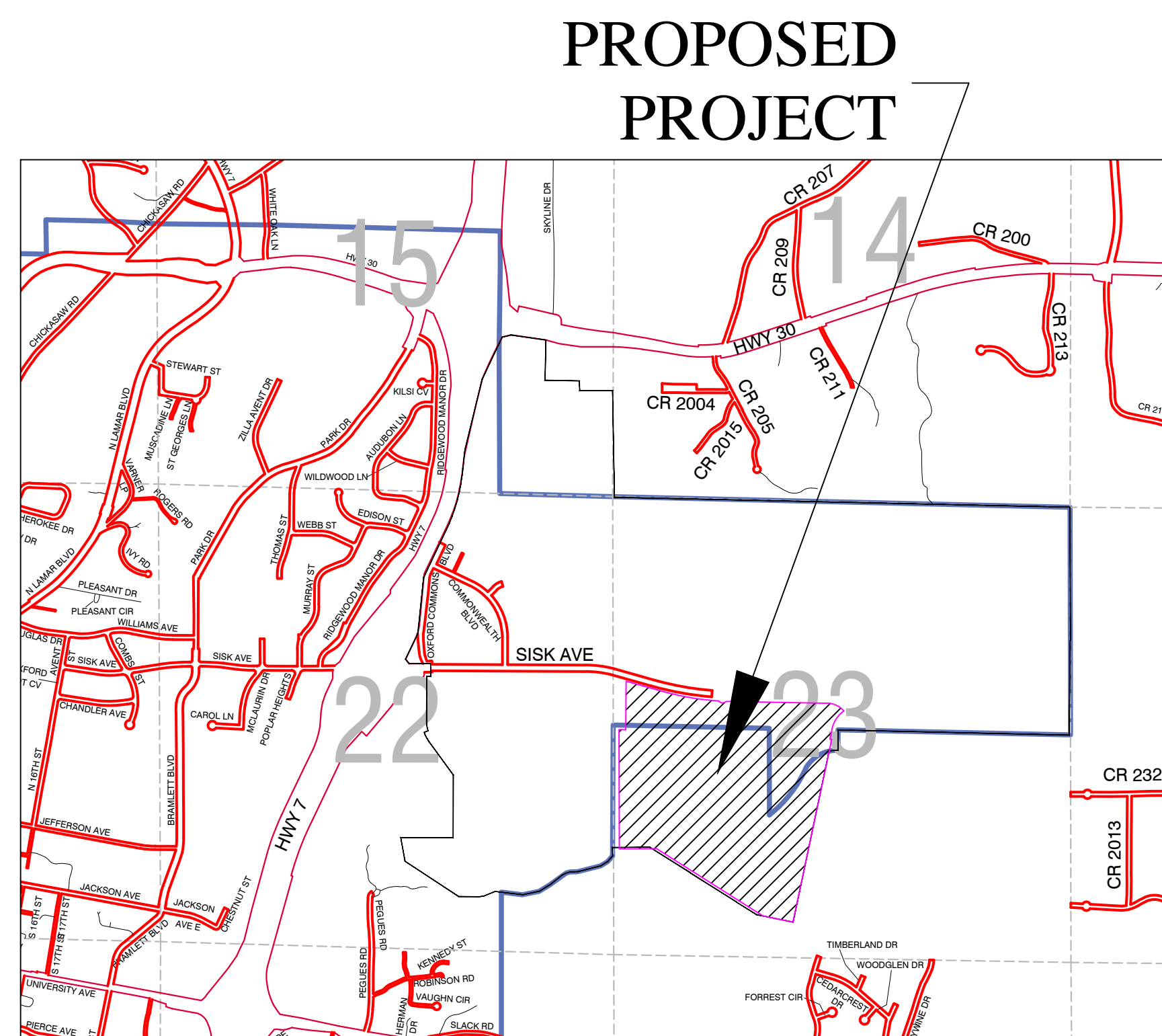
CONSTRUCTION PLANS FOR THE HEIGHTS SUBDIVISION OXFORD COMMONS PHASE 6

OWNER/DEVELOPER:
OXFORD COMMONS IV, LLC
825 SISK AVENUE
OXFORD, MS 38655

UTILITIES:
CITY OF OXFORD
WATER & SEWER DEPT.
CITY HALL
OXFORD, MS 38655

TABLE OF CONTENTS:

0.0	COVER
1.0	EXISTING CONDITIONS
2.0	SITE LAYOUT
3.0 - 3.1	EROSION CONTROL PLAN
4.0 - 4.1	GRADING PLAN
5.0	STORM DRAIN LAYOUT
6.0 - 6.1	SEWER LAYOUT
7.0	WATER LAYOUT
8.0 - 8.3	DETAILS
9.0	LIGHTING LAYOUT
L101-102	LANDSCAPING



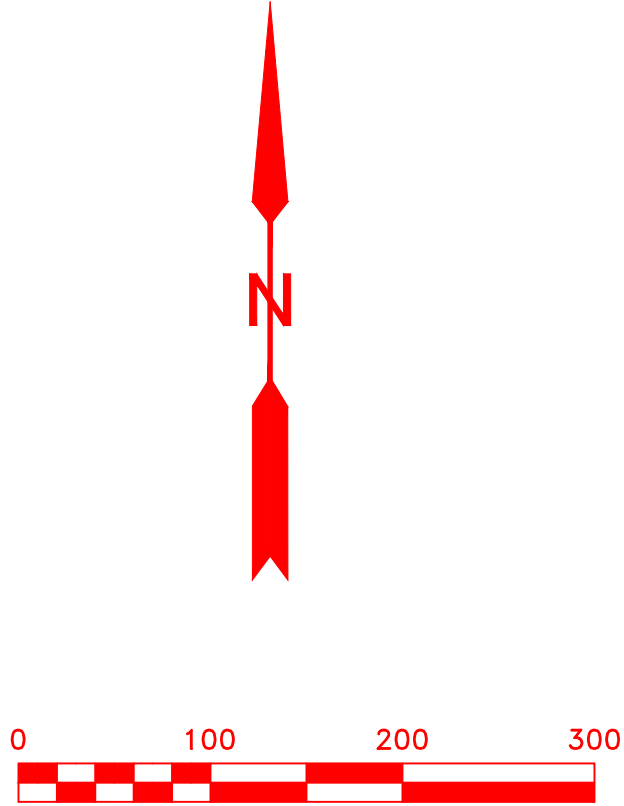
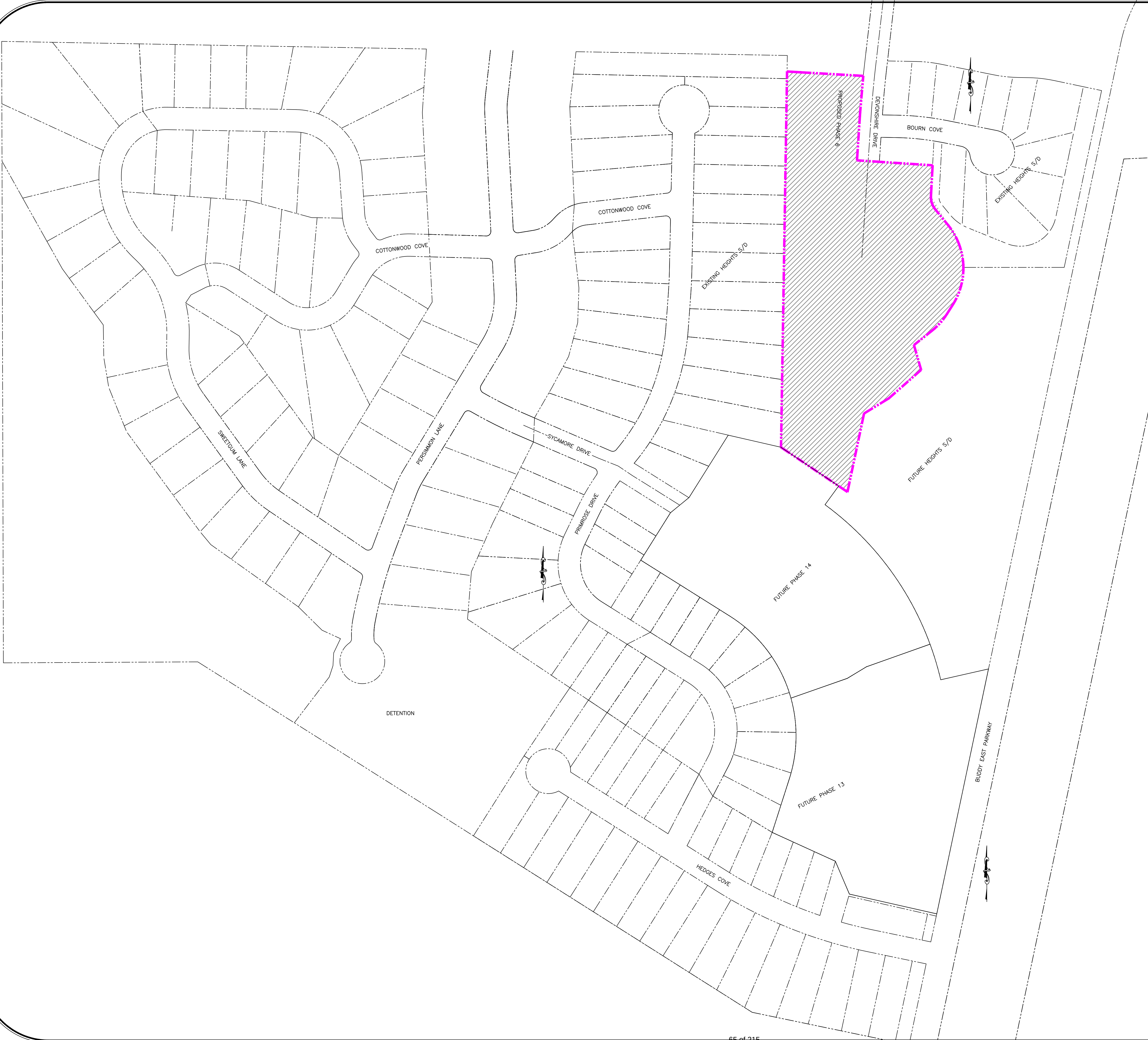
CITY OF OXFORD
LAFAYETTE COUNTY, MISSISSIPPI

VICINITY MAP
1"=1500'

CONSULTING ENGINEER:
PRECISION ENGINEERING CORPORATION
1776 N. LAMAR BLVD.
OXFORD, MS 38655
(662) 234-8539

SEPTEMBER 24, 2025
FIRST SUBMITTAL





LEGEND

• ALL SYMBOLS AND/OR LINETYPES MAY NOT BE REPRESENTED

- SUBJECT PROPERTY LINE
- ADJOINING PROPERTY LINE
- SETBACK LINE
- EXISTING SIDEWALK
- PROPOSED SIDEWALK
- EXISTING CURB LINE
- PROPOSED CURB LINE
- EXISTING CONTOUR
- EXISTING INDEXING CONTOUR
- PROPOSED CONTOUR
- PROPOSED INDEXING CONTOUR
- EXISTING RETAINING WALL
- PROPOSED RETAINING WALL
- EXISTING SEWER LINE
- PROPOSED SEWER LINE
- PROPOSED SEWER SERVICE
- EXISTING WATER LINE
- PROPOSED WATER LINE
- PROPOSED WATER SERVICE
- EXISTING STORM DRAIN
- PROPOSED STORM DRAIN
- EXISTING SEWER MANHOLE
- PROPOSED SEWER MANHOLE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING STORM DRAIN INLET
- PROPOSED STORM DRAIN INLET



PHONE: (662) 234-8539
FAX: (662) 234-8639
EMAIL: OXFORD@PECORPMS.COM
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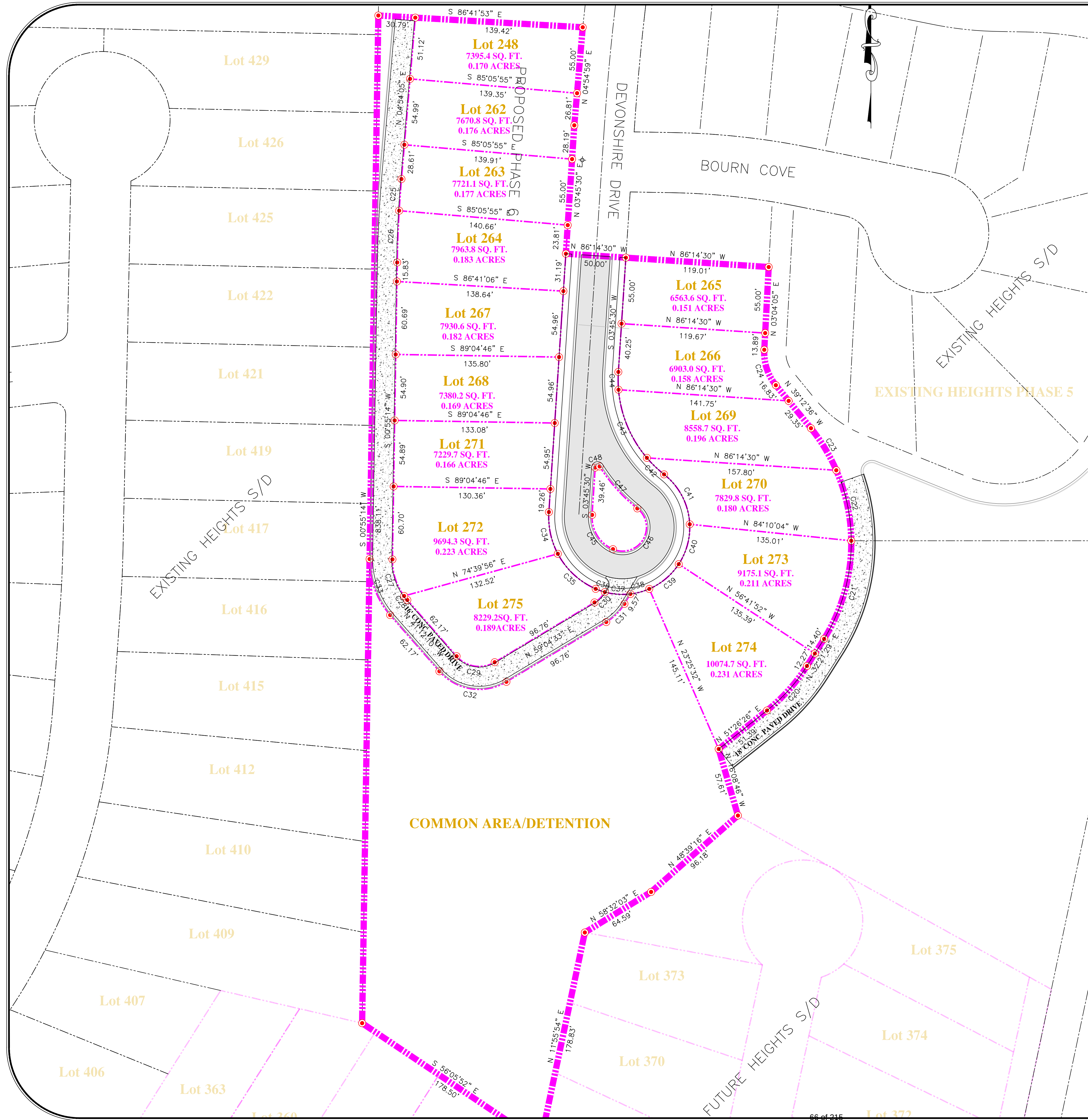
REVISIONS:			
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:
NO.:	DATE:	REVISIONS:	BY:

EXISTING CONDITIONS
FOR
THE HEIGHTS AT OXFORD COMMONS
PHASE 6

DRAWN BY: J. ADAMS	DATE: 09-24-2025
CHECKED BY: P. KOSHENINA, P.E.	SCALE: 1"=100'
DRAWING NO.: 6865	

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1.0



LEGEND

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- PROPOSED RETAINING WALL
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- PROPOSED SEWER SERVICE
- EXISTING WATER LINE
- PROPOSED WATER LINE
- PROPOSED WATER SERVICE
- EXISTING STORM DRAIN
- PROPOSED STORM DRAIN
- EXISTING SEWER MANHOLE
- PROPOSED SEWER MANHOLE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING STORM DRAIN INLET
- PROPOSED STORM DRAIN INLET

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C20	150.00'	49.96'	49.73'	N 41°53'58" E	19°04'57"
C21	152.40'	85.80'	84.68'	S 15°37'48" W	32°15'33"
C22	152.40'	60.31'	59.93'	S 12°00'12" E	22°40'28"
C23	152.40'	40.95'	40.82'	S 31°02'15" E	15°23'39"
C24	43.00'	31.73'	31.01'	N 18°04'15" W	42°16'41"
C25	1000.00'	26.39'	26.39'	S 04°08'43" W	1°30'43"
C26	1000.00'	43.09'	43.08'	S 02°09'18" W	2°38'08"
C27	50.00'	32.46'	31.90'	S 17°40'44" E	37°11'56"
C28	50.00'	4.30'	4.30'	N 38°44'26" W	4°55'28"
C29	25.00'	34.79'	32.05'	N 81°03'49" W	79°43'18"
C30	25.00'	12.77'	12.14'	S 45°01'08" W	28°06'48"
C31	44.00'	21.59'	21.37'	S 45°01'08" W	28°06'48"
C32	44.00'	61.22'	56.40'	S 81°03'49" E	79°43'18"
C33	69.00'	50.73'	49.59'	S 30°08'28" E	42°07'54"
C34	65.00'	35.96'	35.51'	S 12°05'26" E	31°41'53"
C35	65.00'	43.73'	42.91'	S 47°12'42" E	38°32'39"
C36	55.90'	8.07'	8.06'	S 70°37'07" E	8°16'11"
C37	55.90'	21.40'	21.27'	S 85°43'13" E	21°55'59"
C38	55.90'	16.33'	16.27'	N 74°56'38" E	16°44'20"
C39	55.90'	32.46'	32.01'	N 40°56'18" E	33°16'50"
C40	55.90'	34.96'	34.39'	N 15°33'19" E	35°49'39"
C41	55.90'	48.12'	46.65'	N 27°11'07" W	49°19'13"
C42	100.00'	19.86'	19.83'	N 46°09'20" W	11°22'45"
C43	100.00'	62.39'	61.38'	S 22°35'39" E	35°44'39"
C44	100.00'	14.80'	14.79'	N 06°28'54" W	8°28'50"
C45	29.00'	35.56'	33.37'	S 31°21'40" E	70°14'32"
C46	19.90'	57.45'	39.48'	N 30°50'08" E	165°31'41"
C47	136.00'	47.13'	46.89'	N 41°53'03" W	19°51'20"
C48	1.00'	5.04'	5.81'	N 75°53'04" E	144°15'07"



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SITE LAYOUT
FOR
THE HEIGHTS AT
OXFORD COMMONS
PHASE 6

DRAWN BY: J. ADAMS	DATE: 09-24-2025
CHECKED BY: P. KOSHENINA, P.E.	SCALE: 1"=40'
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PHASE 6 SITE LAYOUT

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HOUSE KEEPING PRACTICES:

ALL CONTROL MEASURES NEED TO BE INSPECTED AT LEAST ONCE PER WEEK AND FOLLOWING ANY ACCUMULATION OF RAINFALL OF 1/2" OR MORE WITHIN A 24-HOUR PERIOD.

ALL MEASURES NEED TO BE MAINTAINED IN GOOD WORKING ORDER. IF A REPAIR IS NECESSARY, IT SHOULD BE INITIATED WITHIN 24 HOURS OF REPORT.

SILT FENCE AND STRAW BALES NEED TO BE INSPECTED WEEKLY FOR PROPER ANCHORAGE AND LEAKAGE UNDERNEATH. SILT FENCING SHOULD ALSO BE INSPECTED FOR TEARS.

BUILT-UP SEDIMENT NEEDS TO BE REMOVED FROM SILT BARRIERS WHEN IT HAS REACHED 1/2 OF THE HEIGHT OF THE BARRIER. SEDIMENT NEEDS TO BE PLACED IN A STABILIZED SITE TO PREVENT RE-ENTRY INTO THE SAME SITE OR ANOTHER ENTRAPMENT AREA.

SEDIMENT BASINS NEED TO BE INSPECTED FOR DEPTH OF SEDIMENT ON A MONTHLY BASIS AND BUILT-UP SEDIMENT NEEDS TO BE REMOVED WHEN 1/2 OF THE BASIN VOLUME IS FILLED.

TEMPORARY AND PERMANENT SEEDING AND PLANTINGS NEED TO BE INSPECTED FOR BARE SPOTS, WASHOUTS AND HEALTHY GROWTH. A PERSON SHOULD BE DESIGNATED TO BE RESPONSIBLE FOR MAINTAINING PLANTED AREAS UNTIL GROWTH HAS REACHED 1" IN HEIGHT AND THE AREA PLANTED HAS 70% GROUND COVER.

A MATERIALS LIST SHOULD BE COMPILED FOR ITEMS THAT WILL BE STORED OUTSIDE ON THE SITE DURING CONSTRUCTION. FOR EXAMPLE:

PIPE, FITTINGS AND JOINT COMPOUNDS FOR UNDERGROUND
UTILITY PIPING
GRAVEL AND STONE
BEDDING MATERIAL
CONCRETE FORMING MATERIALS
OTHER (SPECIFY)

NOTE: FUELS, OILS AND OTHER PETROLEUM PRODUCTS: FORMING OILS AND COMPOUNDS; FERTILIZERS; PESTICIDES; STRIPPERS; DETERGENTS; CLEANERS; OR ANY OTHER HAZARDOUS OR TOXIC COMPOUNDS SHOULD NOT BE STORED OUTSIDE ON THE SITE UNLESS SPECIFICALLY AGREED UPON BY ALL RESPONSIBLE PARTIES, INCLUDING THOSE PERSONS RESPONSIBLE FOR ENFORCING LOCAL ORDINANCES AND POLICIES. ON-SITE STORAGE SHOULD MEET ALL LOCAL, STATE AND FEDERAL RULES REGARDING SECONDARY CONTAINMENT. ADDITIONALLY, LOCAL ORDINANCES MAY REQUIRE FENCING AND SECURITY MEASURES FOR STORAGE OF THESE PRODUCTS.

ALL VEHICLES KEPT ON THE SITE NEED TO BE MONITORED FOR LEAKS AND RECEIVE REGULAR PREVENTIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE. A SPILL PREVENTION CONTROL AND COUNTERMEASURES (SPCC) PLAN SHOULD BE DEVELOPED FOR THE FACILITY TO ADDRESS THE SAFE STORAGE, HANDLING AND CLEAN UP OF PETROLEUM PRODUCTS AND OTHER CHEMICALS. PETROLEUM PRODUCTS SHOULD BE STORED IN TIGHTLY SEALED CONTAINERS, THAT ARE CLEARLY LABELED. IF PETROLEUM PRODUCTS ARE STORED ON SITE, A SECONDARY CONTAINMENT FACILITY WILL BE REQUIRED IF THE CUMULATIVE STORAGE CAPACITY OF ALL TANKS, GREATER THAN 55 GALLONS, AT THE SITE EXCEEDS 1,320 GALLONS.

NO FUELING, SERVICING, MAINTENANCE, OR REPAIR OF EQUIPMENT OR MACHINERY SHOULD BE DONE WITHIN 50 FEET OF A STREAM, OR WITHIN 100 FEET OF A STREAM CLASSIFIED FOR PUBLIC WATER SUPPLY (PWS), WITH SPECIAL DESIGNATION, PROTECTED VEGETATION (TREE DRIP-LINE), OR A SINKHOLE.

A STABILIZED CONSTRUCTION ENTRANCE NEEDS TO BE DESIGNATED ON THE PLAN. THE PRACTICE CONSTRUCTION EXIT PAD PROVIDES DESIGN DETAILS FOR PLANNING SUCH AN ENTRANCE. ONLY DESIGNATED ENTRANCES SHOULD BE USED FOR CONSTRUCTION ACCESS TO THE SITE. THE GENERAL CONTRACTOR SHOULD BE RESPONSIBLE FOR KEEPING MUD CLEANED FROM ADJOINING STREETS ON A DAILY BASIS IF NEEDED.

CONCRETE TRUCKS SHOULD BE ALLOWED TO WASH ONLY IN LOCATIONS WHERE DISCHARGE IS DIRECTED TO A SEDIMENT BASIN. IT IS NOT PERMISSIBLE TO DISCHARGE CONCRETE WASH DIRECTLY TO STREAMS OR STORM DRAINS. ALKALINITY AND CHEMICAL ADDITIVES COULD BE HARMFUL TO FISH, STREAM BOTTOM MACROINVERTEBRATES AND WILDLIFE.

NO FUELS, OILS, LUBRICANTS, SOLVENTS, OR OTHER HAZARDOUS MATERIALS CAN BE DISPOSED OF ON THE ALL HAZARDOUS MATERIAL MUST BE PROPERLY DISPOSED OF IN ACCORDANCE WITH STATE LAW.

THE GENERAL CONTRACTOR IS RESPONSIBLE FOR DISPOSING OF ALL SOLID WASTE FROM THE SITE IN ACCORDANCE WITH STATE LAW. DUMPSTERS OR OTHER COLLECTION FACILITIES MUST BE PROVIDED AS NEEDED. SOLID WASTE MAY NOT BE BURIED ON THE SITE.

THE GENERAL CONTRACTOR IS RESPONSIBLE FOR PROVIDING SANITARY FACILITIES ON THE SITE. SANITARY WASTE MAY BE DISPOSED ONLY IN LOCATIONS HAVING A STATE PERMIT.

WATER FOR PRESSURE TESTING SANITARY SEWERS, FLUSHING WATER LINES, SAND BLASTING, CONCRETE CLEANSING, ETC., MAY BE DISCHARGED ONLY IN APPROVED AREAS. DISCHARGE OF HYDROSTATIC TEST WATER MAY REQUIRE ADDITIONAL PERMITTING, PARTICULARLY IF CHLORINATED PUBLIC WATER IS USED.

MANUFACTURER'S RECOMMENDED METHODS FOR SPILL CLEANUP NEEDS TO BE CLEARLY POSTED AND SITE PERSONNEL NEED TO BE MADE AWARE OF THE PROCEDURES AND THE LOCATION OF THE INFORMATION AND CLEANUP SUPPLIES. REFER TO MATERIAL SAFETY DATA SHEETS (MATERIAL SAFETY DATA SHEET).

MATERIAL AND EQUIPMENT NECESSARY FOR SPILL CLEANUP NEEDS TO BE KEPT IN THE MATERIAL STORAGE AREA ON-SITE. EQUIPMENT AND MATERIALS INCLUDE, BUT ARE NOT LIMITED TO; BROOMS, DUST PANS, MOPS, RAGS, GLOVES, GOGGLES, ABSORBENT CLAY (KITTY LITTER), SAND, SAWDUST, ABSORBENT MATS, AND PLASTIC AND METAL TRASH CONTAINERS SPECIFICALLY FOR THIS PURPOSE.

ALL SPILLS NEED TO BE CLEANED UP IMMEDIATELY AFTER DISCOVERY AND PROPERLY CONTAINERIZED FOR PROPER DISPOSAL. BURIAL IS NOT ACCEPTABLE.

THE SPILL AREA MUST BE KEPT WELL VENTILATED AND PERSONNEL NEED TO WEAR APPROPRIATE PROTECTIVE CLOTHING TO PREVENT INJURY FROM CONTACT WITH A HAZARDOUS SUBSTANCE.

SPILLS OF TOXIC OR HAZARDOUS MATERIAL MUST BE REPORTED IMMEDIATELY TO THE APPROPRIATE STATE OR LOCAL GOVERNMENT AGENCY, REGARDLESS OF THE SIZE.

THE SPILL PREVENTION PLAN NEEDS TO BE ADJUSTED TO INCLUDE MEASURES TO PREVENT THIS TYPE OF SPILL FROM BEING REPEATED, AND THE PLAN NEEDS TO SHOW HOW TO CLEAN UP THE SPILL IF ANOTHER ONE DOES OCCUR.

REMOVAL OF CONTAMINATED SOILS AND UNDERGROUND STORAGE TANKS SHOULD BE BASED ON INFORMATION PROVIDED BY THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY FOLLOWING A PROPER SITE ASSESSMENT.

PRODUCTS MUST BE KEPT IN ORIGINAL CONTAINERS UNLESS THEY ARE NOT RESEALABLE. IF PRODUCT IS TRANSFERRED TO A NEW CONTAINER, IT MUST BE PROPERLY MARKED AND LABELED. ORIGINAL LABELS AND MATERIAL SAFETY DATA SHEETS SHOULD BE RETAINED. IF SURPLUS PRODUCT MUST BE DISPOSED, DISPOSAL MUST BE DONE IN ACCORDANCE WITH MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REGULATIONS.

OPEN BURNING MUST MEET THE CRITERIA FOUND IN THE STATE OF MISSISSIPPI'S AIR EMISSIONS REGULATIONS FOUND IN APCs-1, SECTION 3.7. OTHER CONSIDERATIONS ARE DISCUSSED BELOW.

BURNING ON THE SITE MAY REQUIRE A PERMIT FROM THE MISSISSIPPI FORESTRY COMMISSION. COUNTY OR CITY ORDINANCES MAY ALSO APPLY. STARTING DISPOSAL FIRES WITH DIESEL FUEL OR OLD TIRES IS NOT A RECOMMENDED PRACTICE. THE USE OF BURN PITS WITH FANS TO GENERATE HOT DISPOSAL FIRES DECREASES THE FIRE DISPOSAL TIME AND MINIMIZES SMOKE.

APPLY MEASURES THAT MINIMIZE DUST. STABILIZING AREAS WITH MULCH AS SOON AS POSSIBLE CAN MINIMIZE DUST. WATERING SHOULD BE PROVIDED IN UNSTABILIZED AREAS.

IN ADDITION TO THE FOREGOING, THE FOLLOWING GOOD HOUSEKEEPING PRACTICES NEED TO BE FOLLOWED DURING THE CONSTRUCTION OF THE PROJECT:

AN EFFORT SHOULD BE MADE TO STORE ONLY ENOUGH PRODUCTS TO DO THE JOB.

ALL MATERIALS STORED ON-SITE SHOULD BE STORED IN A NEAT, ORDERLY MANNER IN THEIR APPROPRIATE CONTAINERS AND, IF POSSIBLE, UNDER A ROOF OR OTHER ENCLOSURE.

PRODUCTS SHOULD BE KEPT IN THEIR ORIGINAL CONTAINERS WITH THE ORIGINAL MANUFACTURER'S LABEL.

WHENEVER POSSIBLE, ALL OF A PRODUCT SHOULD BE USED UP BEFORE DISPOSING OF THE CONTAINER.

MANUFACTURER'S RECOMMENDATIONS FOR PROPER USE AND DISPOSAL MUST BE FOLLOWED (SEE MATERIAL SAFETY DATA SHEET).

THE SITE SUPERINTENDENT SHOULD INSPECT DAILY TO ENSURE PROPER USAGE, STORAGE AND DISPOSAL OF MATERIALS.

FERTILIZERS NEED TO BE APPLIED ONLY IN THE MINIMUM AMOUNTS RECOMMENDED BY THE MANUFACTURER.

ALL PAINT CONTAINERS NEED TO BE TIGHTLY SEALED AND STORED WHEN NOT REQUIRED FOR USE. EXCESS PAINT SHALL NOT BE DUMPED INTO THE STORM SEWER SYSTEM BUT SHOULD BE PROPERLY DISPOSED OF ACCORDING TO MANUFACTURER'S INSTRUCTIONS (SEE MATERIAL SAFETY DATA SHEET) AND STATE REGULATIONS.

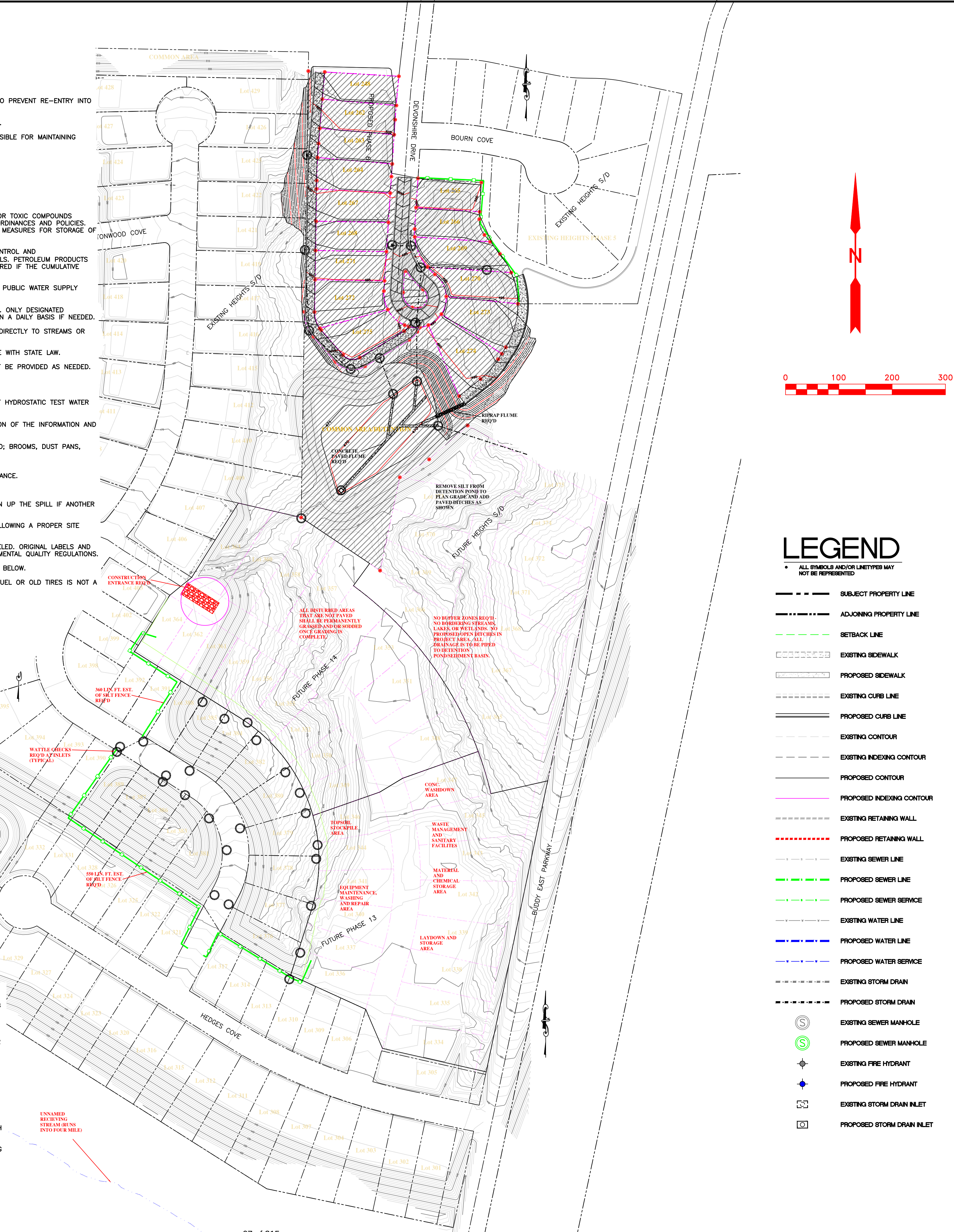
THE SITE SHOULD BE KEPT CLEAN AND WELL GROOMED (TRASH PICKED UP REGULARLY, WEEDS MOWED AND SIGNS MAINTAINED).

OFFSITE FUGITIVE SPRAY FROM DUST CONTROL, SAND BLASTING AND PRESSURE WASHING MUST BE MINIMIZED TO THE EXTENT POSSIBLE.

LOCATE ACTIVITIES THAT GENERATE ODORS AND NOISE AS FAR FROM SURROUNDING PROPERTIES AS POSSIBLE (THIS ITEM INCLUDES PORTABLE TOILETS, BURN SITES, FUELING AREAS, EQUIPMENT REPAIR AREAS AND DUMPSTERS).

EROSION & SEDIMENT CONTROL NOTES:

1. THIS PLAN SHALL BE UPDATED AND AMENDED BY THE CONTRACTOR SO AS TO APPROPRIATELY RESPOND TO THE CHANGING SITE CONDITIONS AS THE PROJECT MOVES FROM THE EXISTING TO PROPOSED STATE. THE CONSTRUCTION MANAGER SHALL OUTLINE PHASING OF CONSTRUCTION ACTIVITIES AND SHALL COORDINATE THE TIMING OF ALL LAND-DISTURBING ACTIVITIES WITH EROSION AND SEDIMENT CONTROL MEASURES PLANNED FOR THE PROJECT.
2. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN EROSION CONTROL DURING CONSTRUCTION BY THE PLACEMENT OF SILT FENCES AND/OR WATTLES WHERE NECESSARY TO PREVENT DOWNSTREAM SILTATION OF ANY DITCHES, PIPES, DRAINAGE STRUCTURES OR ADJACENT PROPERTIES. THE CONTRACTOR SHALL PROVIDE ANY ADDITIONAL EROSION CONTROL AS NEEDED OR AS DIRECTED BY THE ENGINEER AND SHALL MAINTAIN ALL EROSION CONTROL MEASURES FOR THE ENTIRE LENGTH OF THE PROJECT.
3. ALL NEW CUT OR FILL AREAS LACKING ADEQUATE VEGETATION SHALL BE FERTILIZED, MULCHED, SEEDED AND/OR SODDED AS REQUIRED TO EFFECTIVELY CONTROL SOIL EROSION.
4. SEE STORM WATER POLLUTION PREVENTION PLAN FOR HOUSEKEEPING CONTROLS.
5. CONTRACTORS SHALL BE RESPONSIBLE FOR NOTIFYING ANY UTILITY COMPANY WHICH MAINTAINS A UTILITY LINE WITHIN IN THE BOUNDARIES OF THE PROJECT PRIOR TO INITIATION OF THE PROJECT. THE CONTRACTOR SHALL ALSO ASSUME RESPONSIBILITY FOR ANY DAMAGE INCURRED BY ANY UTILITY COMPANY FOR THEIR UTILITY LINES, WHETHER SHOWN IN THE CONSTRUCTION PLANS OR NOT, DURING WORK ON THE PROJECT.
6. CONTRACTOR SHALL SET ASIDE AN AREA NEAR THE CONSTRUCTION ENTRANCE FOR ALL CONCRETE WASHDOWN OPERATIONS. THE CONTRACTOR SHALL INSTALL AN EARTHEN BERM AROUND THE WASHDOWN AREA TO ENSURE THAT RUNOFF IS NOT ALLOWED TO LEAVE THE AREA. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THIS AREA FOR THE ENTIRE LENGTH OF THE PROJECT.
7. BEFORE ANY CONSTRUCTION ACTIVITY CAN BEGIN CONTRACTOR SHALL INSTALL ALL PERIMETER SILT FENCING. ALL INTERIOR SILT FENCING SHALL BE INSTALLED AS THE AREAS OF GRADING BECOMES COMPLETE OR AS NEEDED TO EFFECTIVELY PREVENT EROSION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE MEETING AND MAINTAINING ALL REQUIREMENTS OF THE MDEQ CONSTRUCTION GENERAL PERMIT. THIS INCLUDES, BUT IS NOT LIMITED TO ALL NECESSARY EROSION CONTROL INSPECTIONS AND COMPLETION OF INSPECTION FORMS AS SPECIFIED BY MDEQ. THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AND MDEQ CONSTRUCTION GENERAL PERMIT WILL BE INITIALLY PROVIDED BY THE ENGINEER, BUT SHALL BE MAINTAINED BY THE CONTRACTOR. THE CONTRACTOR SHALL NOT START ANY CONSTRUCTION ACTIVITY ON THE SITE UNTIL ALL ONSITE REPRESENTATIVES OF THE CONTRACTOR HAVE A COPY OF THE SWPPP AND MDEQ CONSTRUCTION GENERAL PERMIT IN HAND.



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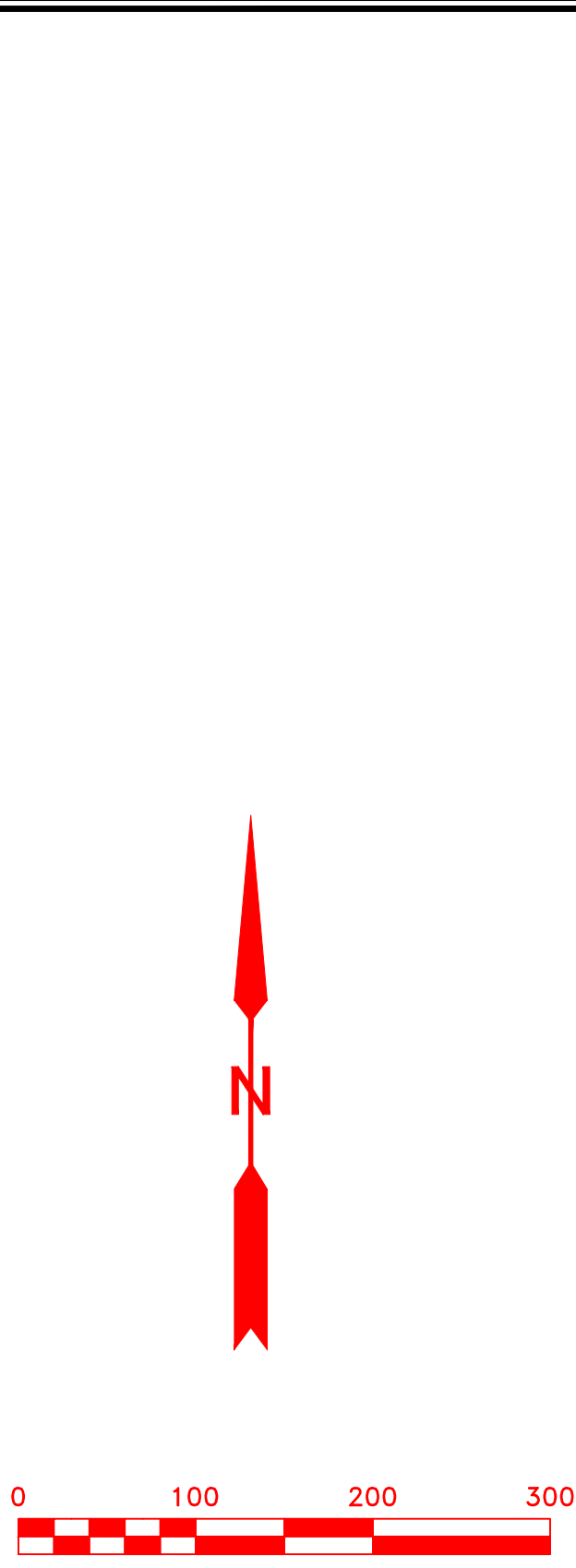
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EROSION CONTROL PLAN
FOR
THE HEIGHTS AT
OXFORD COMMONS
PHASES 6, & 9

DRAWN BY: J. ADAMS	DATE: 09-02-2025
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 - PROPOSED WATER SERVICE
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 - PROPOSED STORM DRAIN
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 - PROPOSED SEWER MANHOLE
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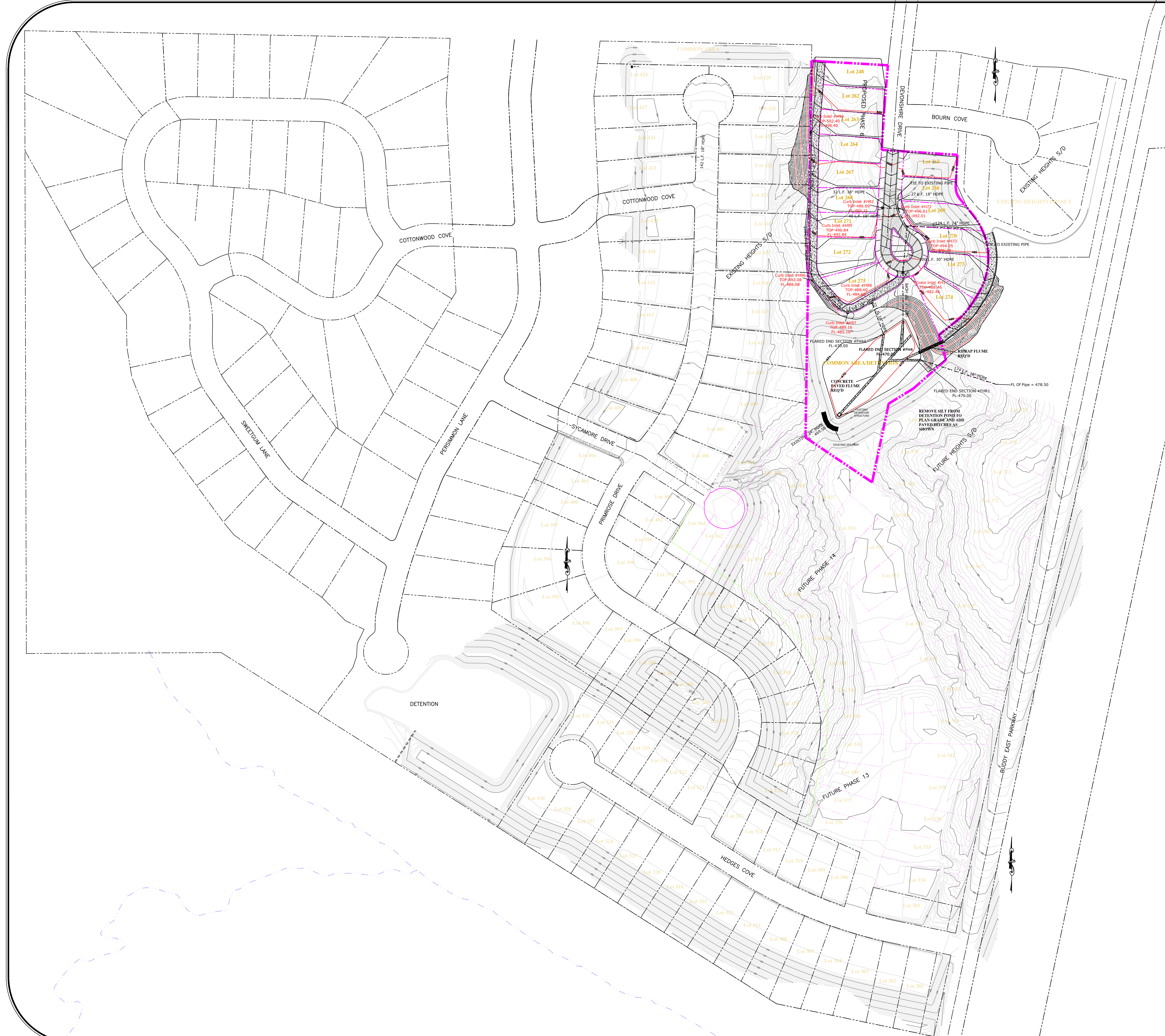
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GRADING PLAN FOR THE HEIGHTS AT OXFORD COMMONS PHASE 6

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STORM DRAINS

FOR

THE HEIGHTS AT

OXFORD COMMONS

PHASE 6

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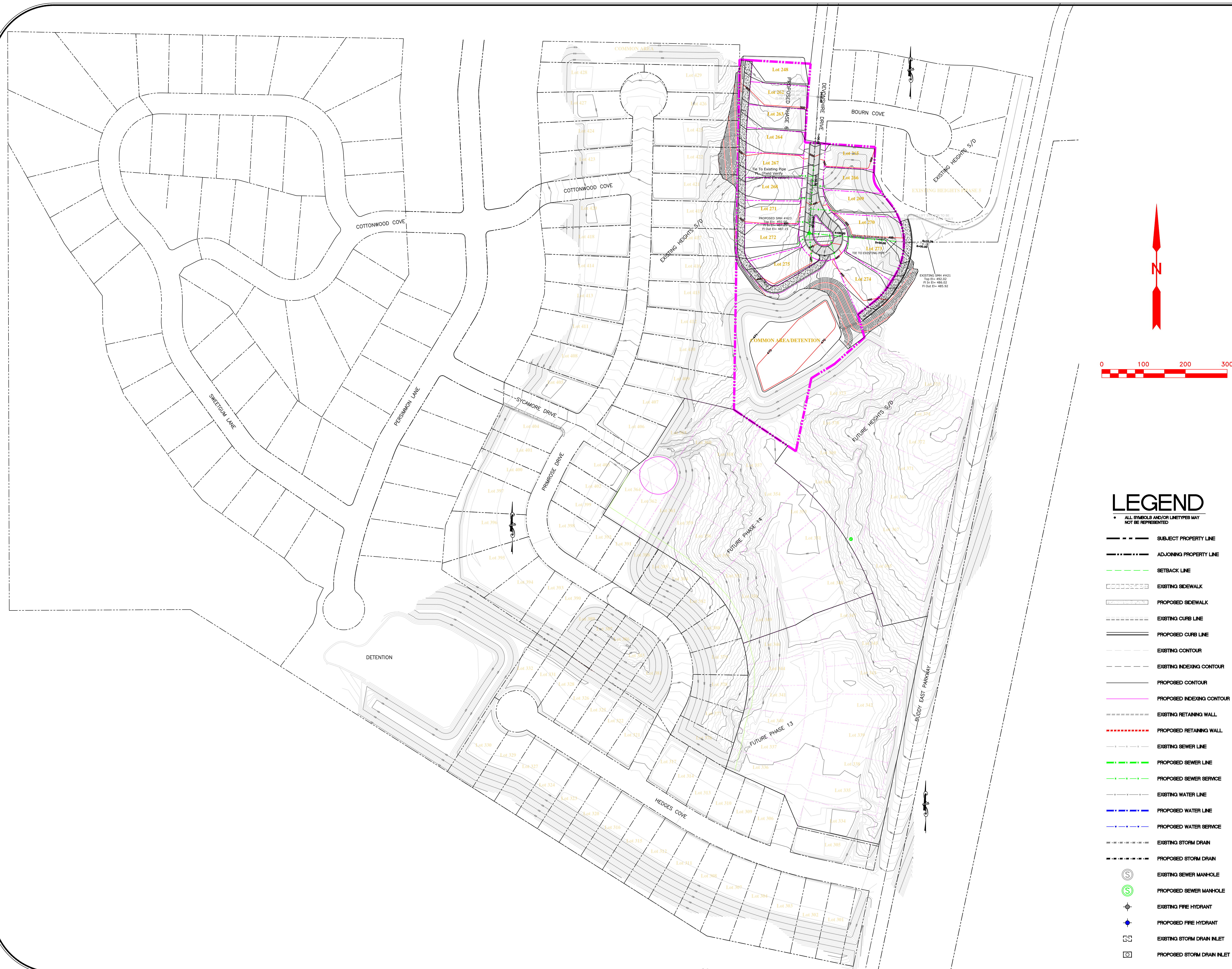
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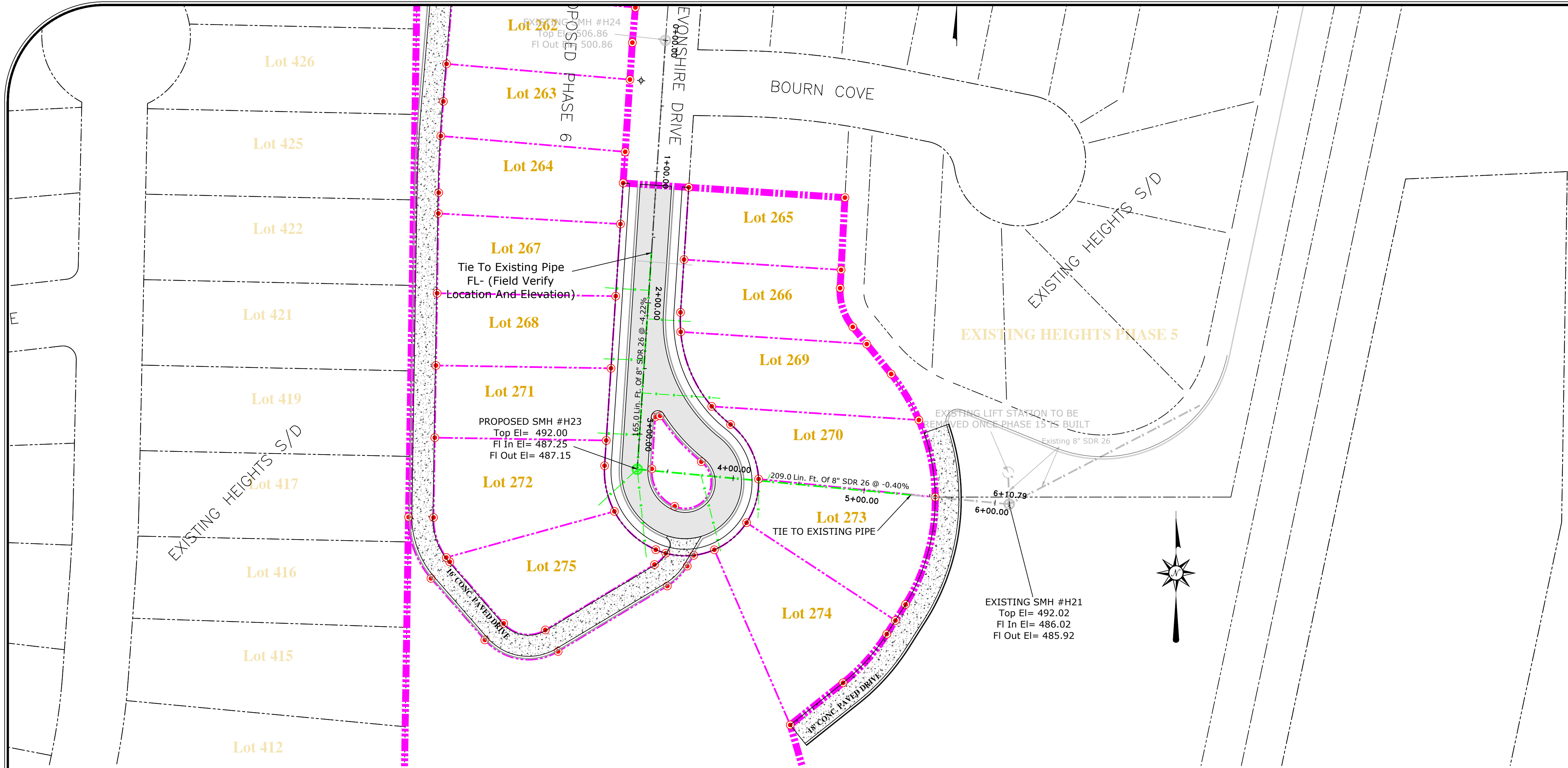
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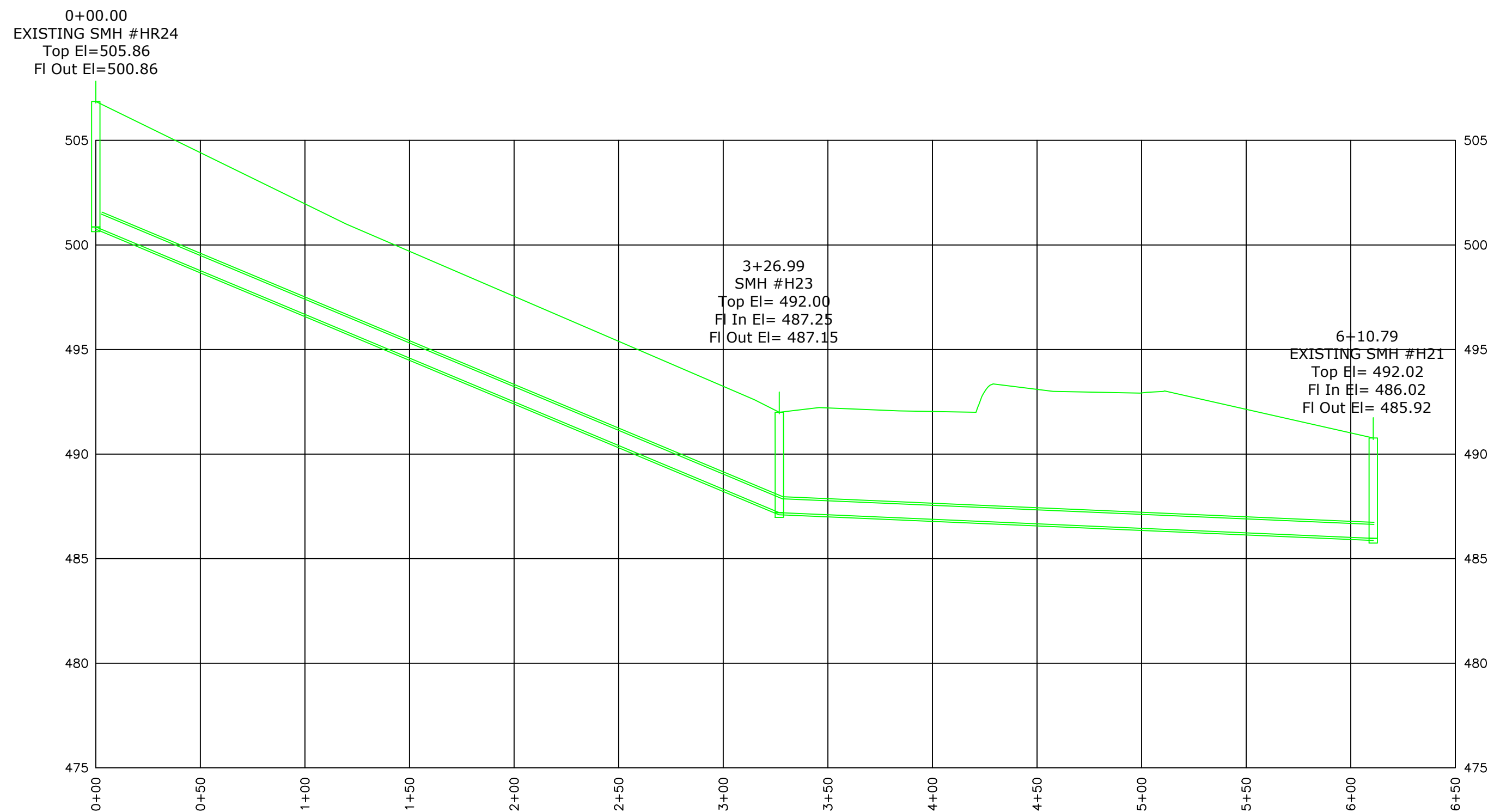




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FOR
THE HEIGHTS AT
OXFORD COMMONS
PHASE 6

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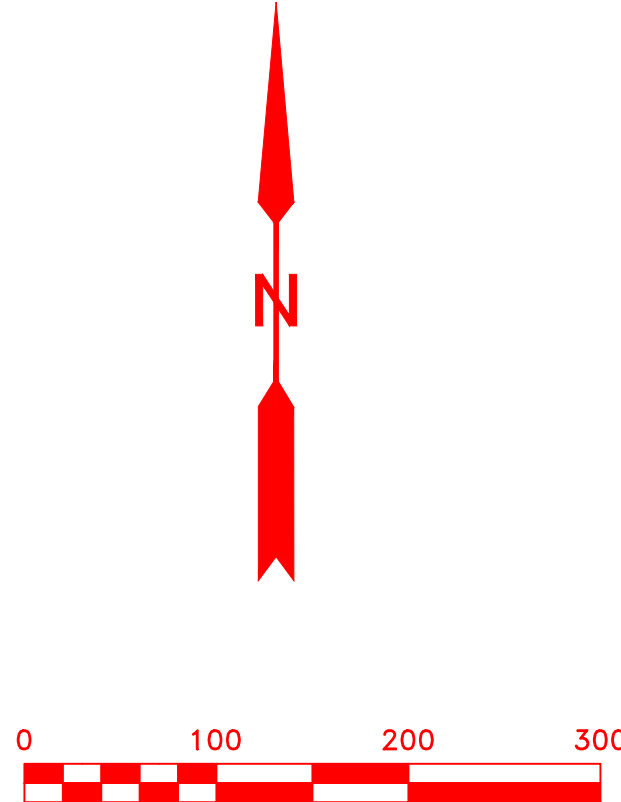
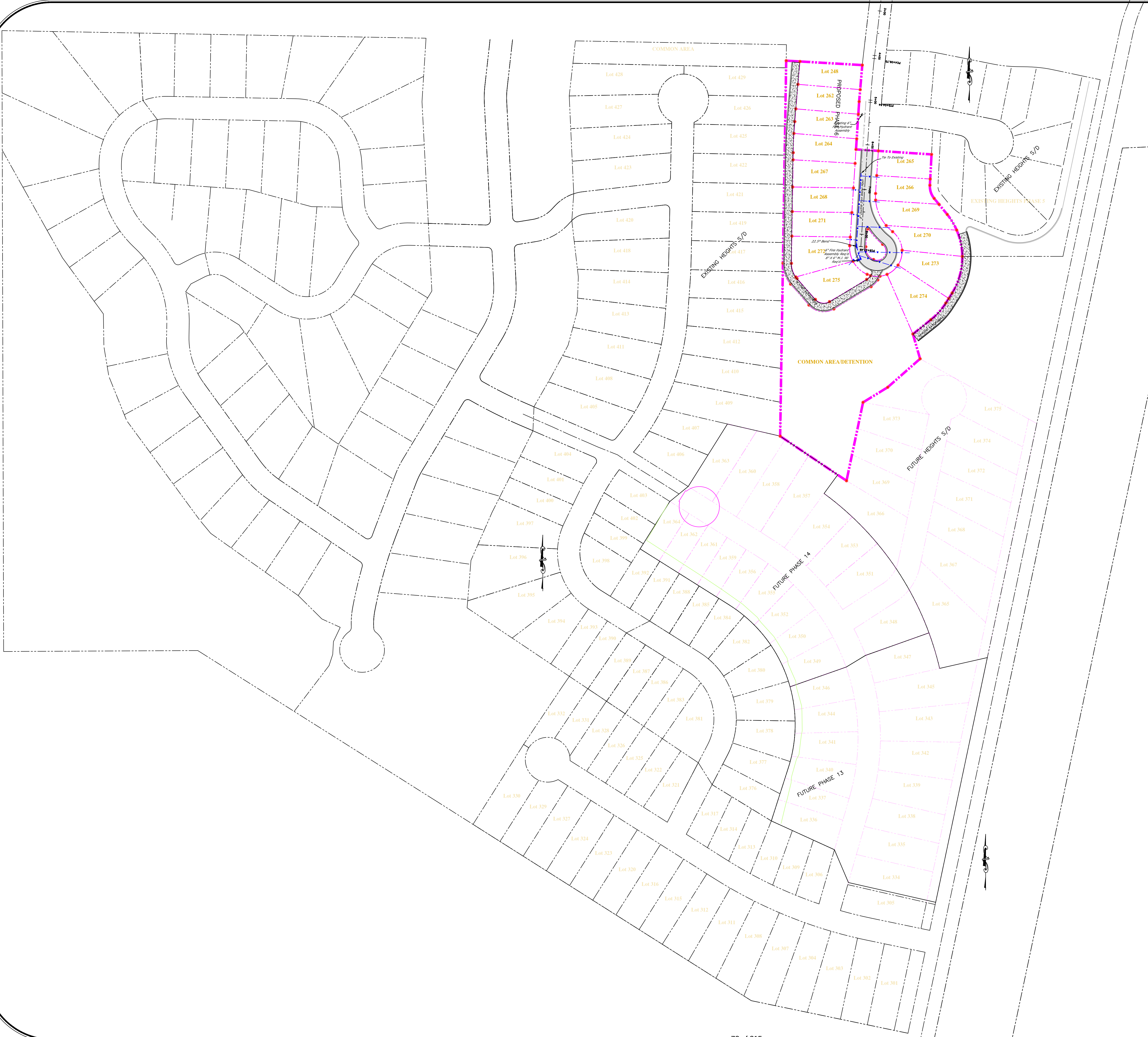
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WATER PLAN
FOR
THE HEIGHTS AT
OXFORD COMMONS
PHASE 6

DRAWN BY: J. ADAMS	DATE: 09-24-2025
CHECKED BY: P. KOSHENINA, P.E.	SCALE: 1"=100'
DRAWING NO.: 6865	

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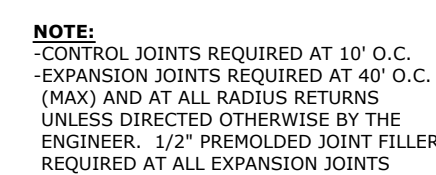
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- SETBACK LINE
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- EXISTING CURB LINE
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- EXISTING RETAINING WALL
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- EXISTING WATER LINE
- PROPOSED WATER LINE
- PROPOSED WATER SERVICE
- EXISTING STORM DRAIN
- PROPOSED STORM DRAIN
- EXISTING SEWER MANHOLE
- PROPOSED SEWER MANHOLE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING STORM DRAIN INLET
- PROPOSED STORM DRAIN INLET



NO.: 1	DATE: 9-15-25	REVISIONS: REVISED CONC. PAVING DETAIL	BY: JA
NO.:	DATE:	REVISIONS:	BY:
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DRAWN BY: J. ADAMS	DATE: 12-16-2024
CHECKED BY: P. KOSHENINA, P.E.	SCALE: N.T.S.
DRAWING NO.: 6865	

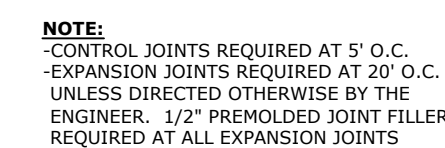
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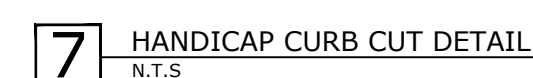
NOTE:
-CONTROL JOINTS REQUIRED AT 10' O.C.
-EXPANSION JOINTS REQUIRED AT 40' O.C.
(MAX) AND AT ALL RADIUS RETURNS
UNLESS DIRECTED OTHERWISE BY THE
ENGINEER. 1/2" PREMOLDED JOINT FILLER
REQUIRED AT ALL EXPANSION JOINTS

3	TYPICAL FLEXIBLE PAVEMENT DETAIL N.T.S
---	---

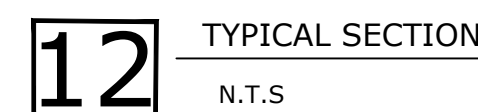
6" Granular Material
(Crushed Limestone)



- ALL HANDICAP RAMPS TO MEET A.D.A. REQUIREMENTS FOR SLOPE AND SURFACE FINISH, ALL RAMP TO INCLUDE ADA TACTILE WARNING STRIPE. TACTILE WARNING STRIPE TO MEET CITY OF OXFORD STANDARDS.



8 HANDICAP CURB CUT DETAIL
N.T.S



REVISIONS:

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

UTILITY DETAILS
FOR
THE HEIGHTS AT
OXFORD COMMONS
PHASES 6 & 9

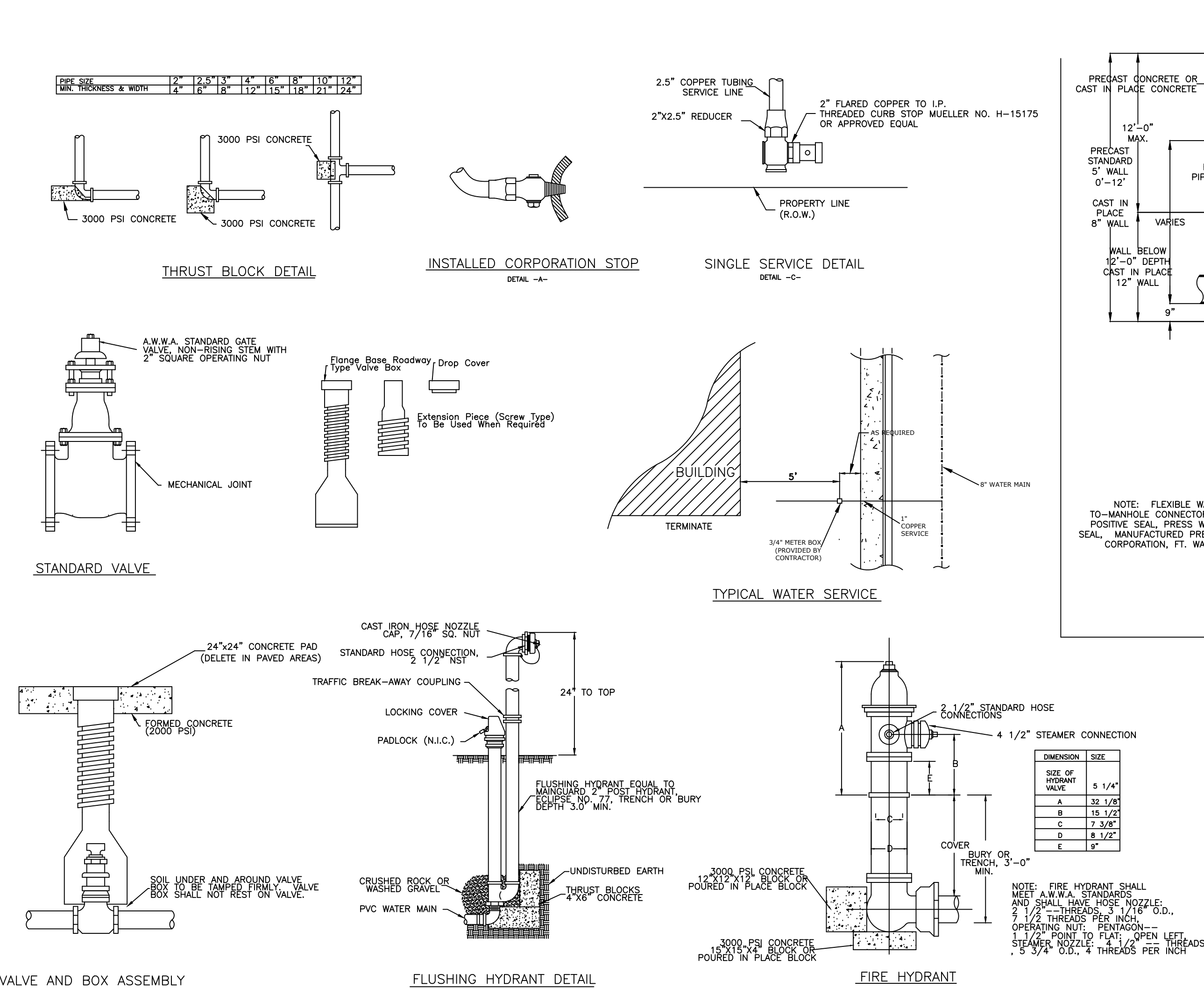
DRAWN BY: J. ADAMS	DATE: 09-02-2025
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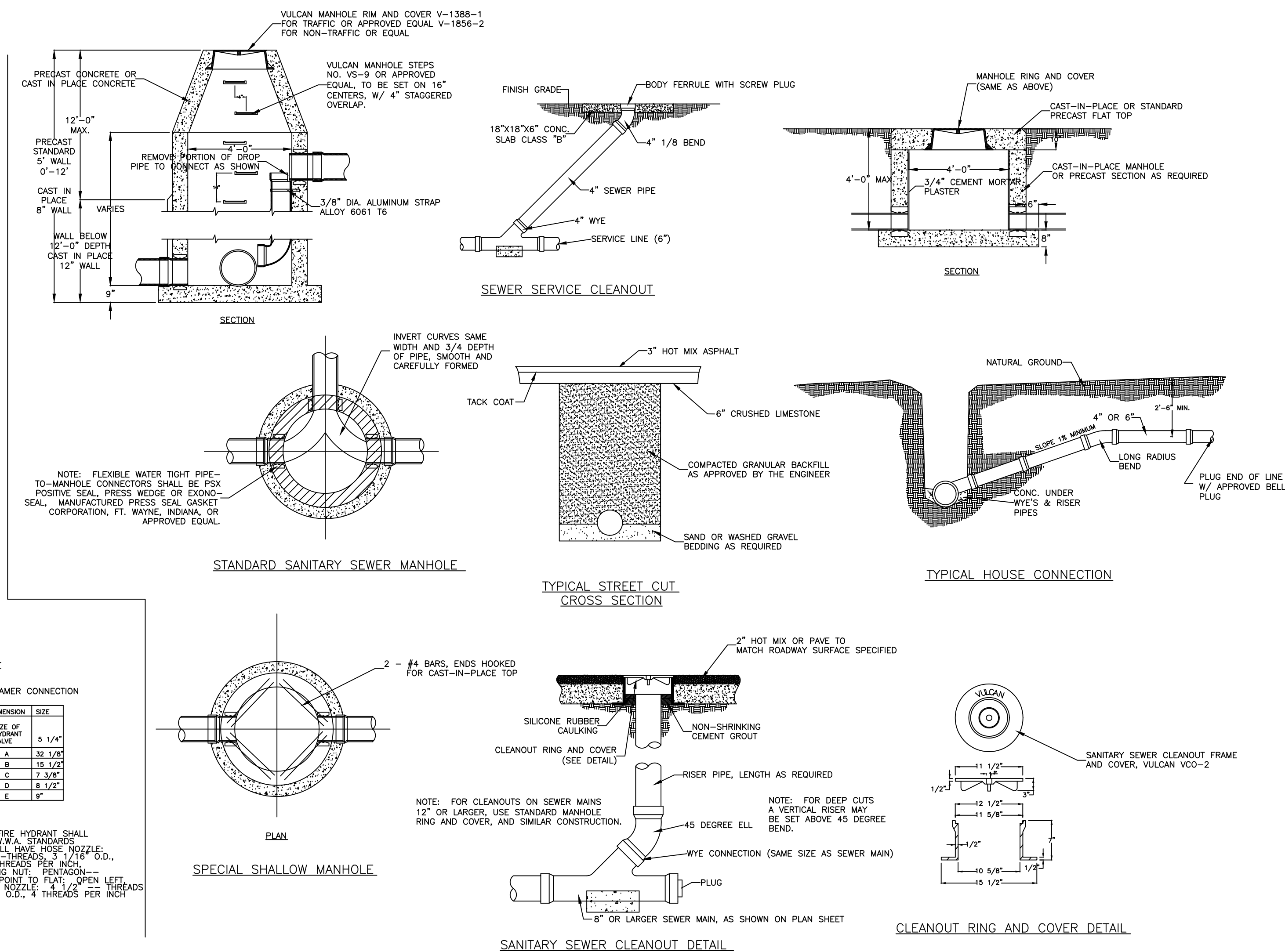
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8.1

WATER DETAILS



SEWER DETAILS

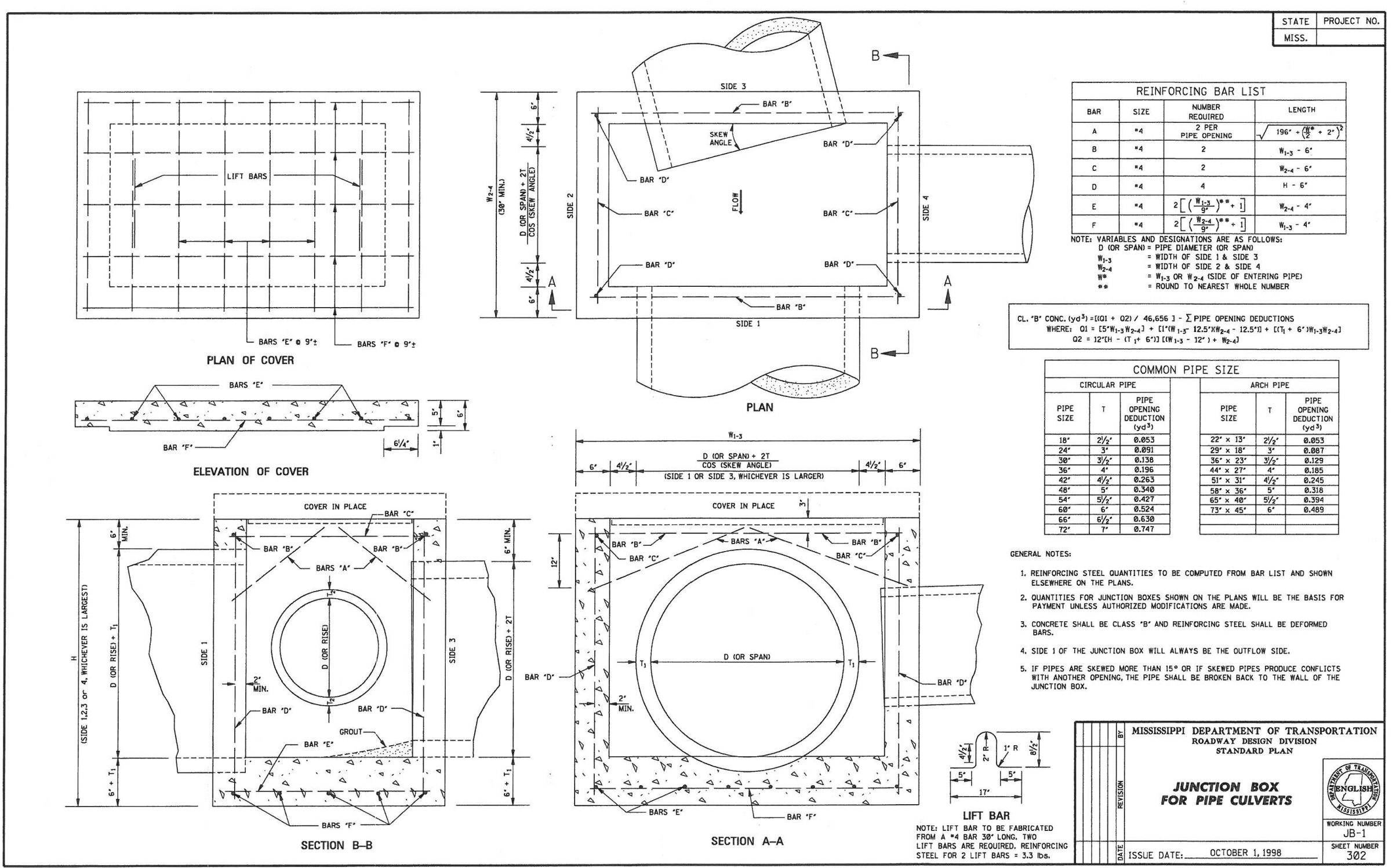


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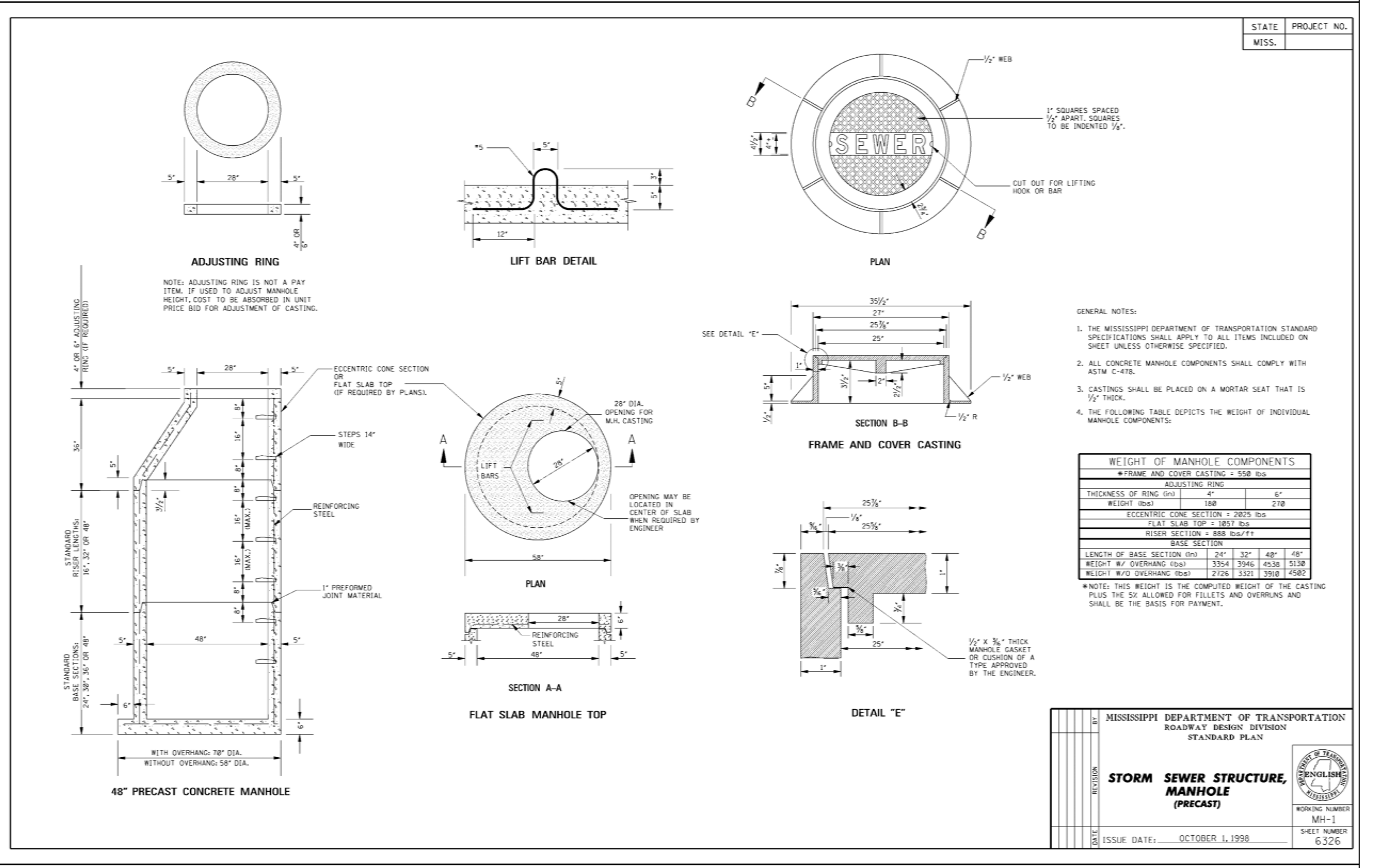
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NO.	DATE	REVISIONS	BY
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NO.	DATE	REVISIONS	BY

STORM DRAIN DETAILS
FOR
THE HEIGHTS AT
OXFORD COMMONS
PHASES 6 & 9

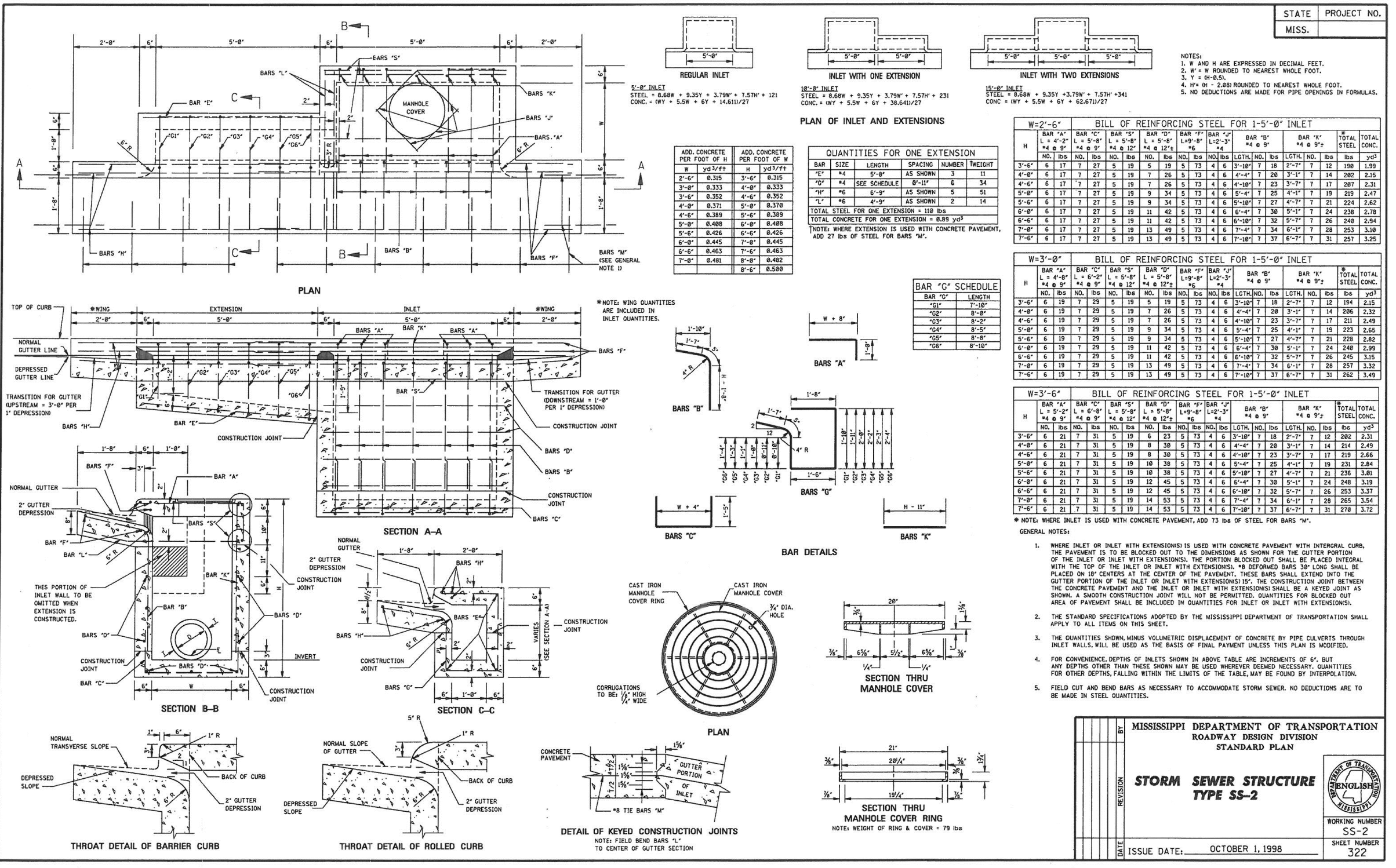
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CHECKED BY: P. KOSHENINA, P.E.	SCALE: N.T.S.
DRAWING NO. 6865	



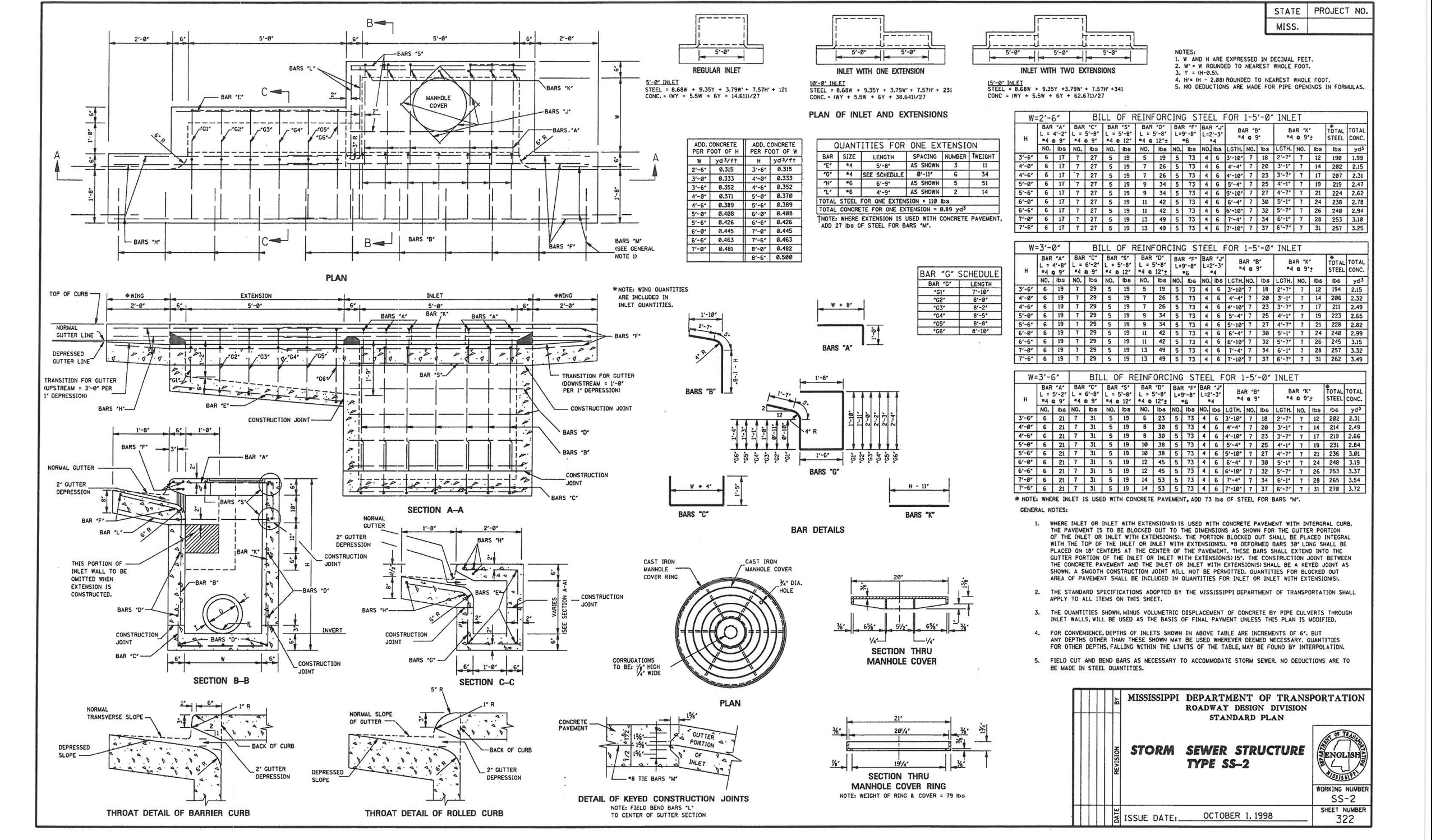
JUNCTION BOX DETAILS
N.T.S.



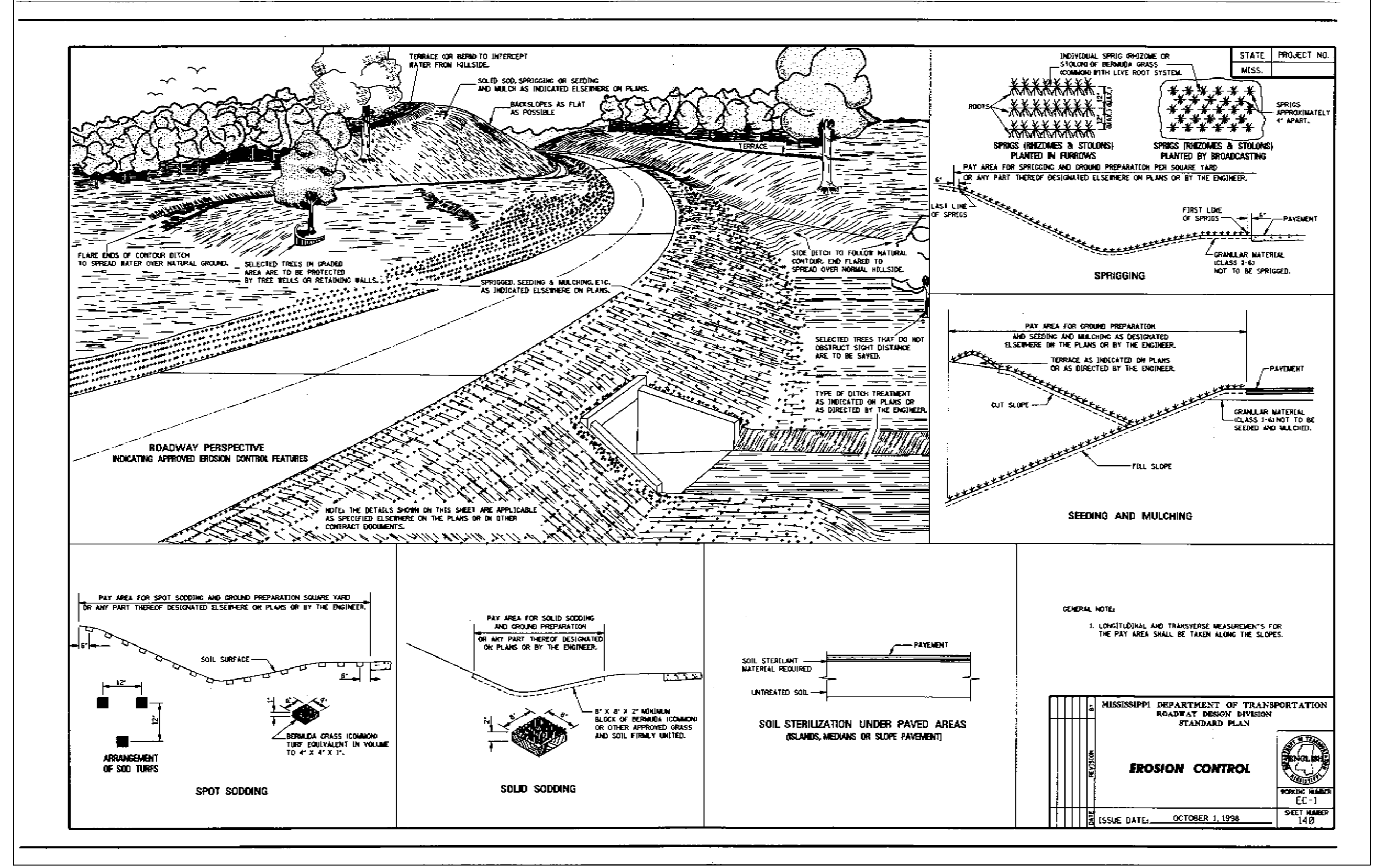
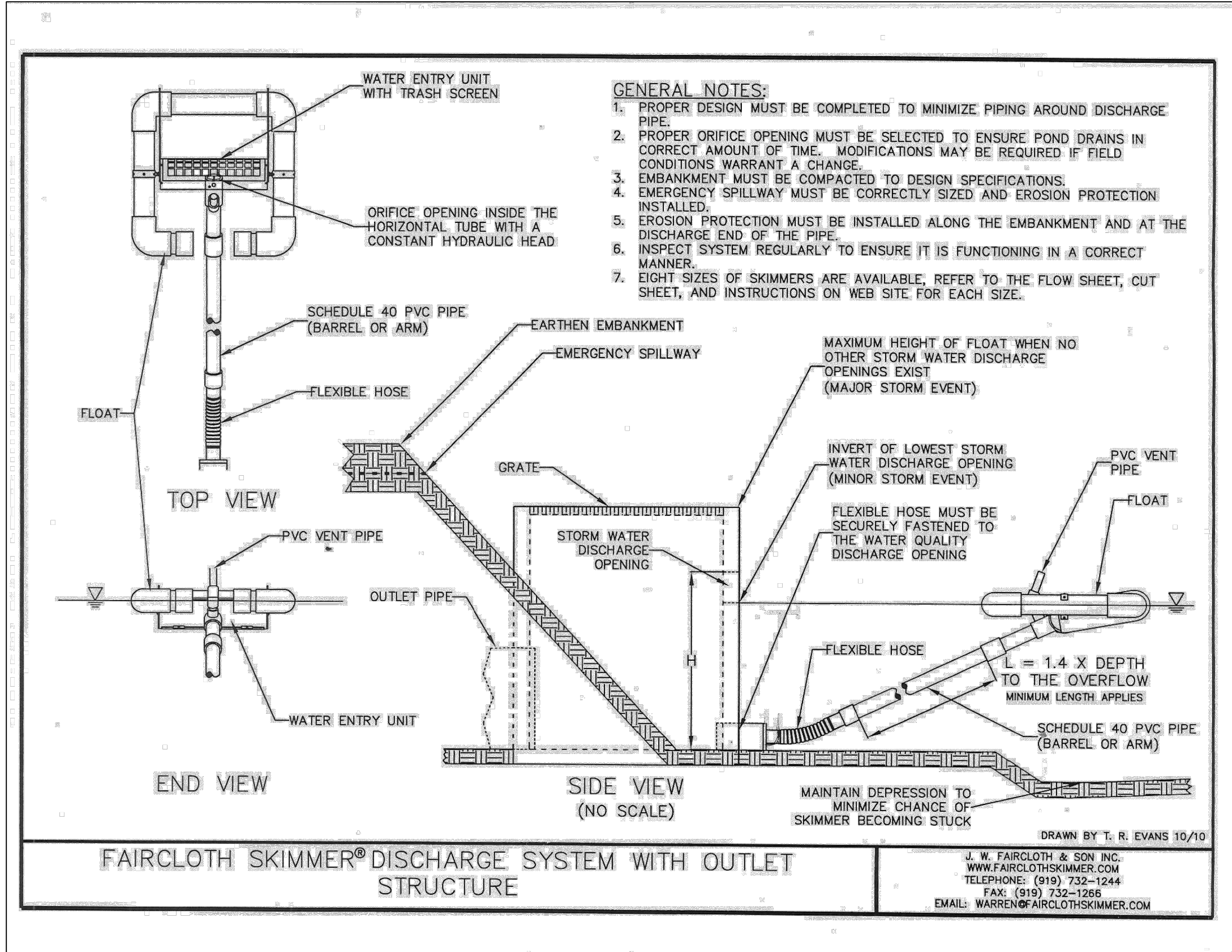
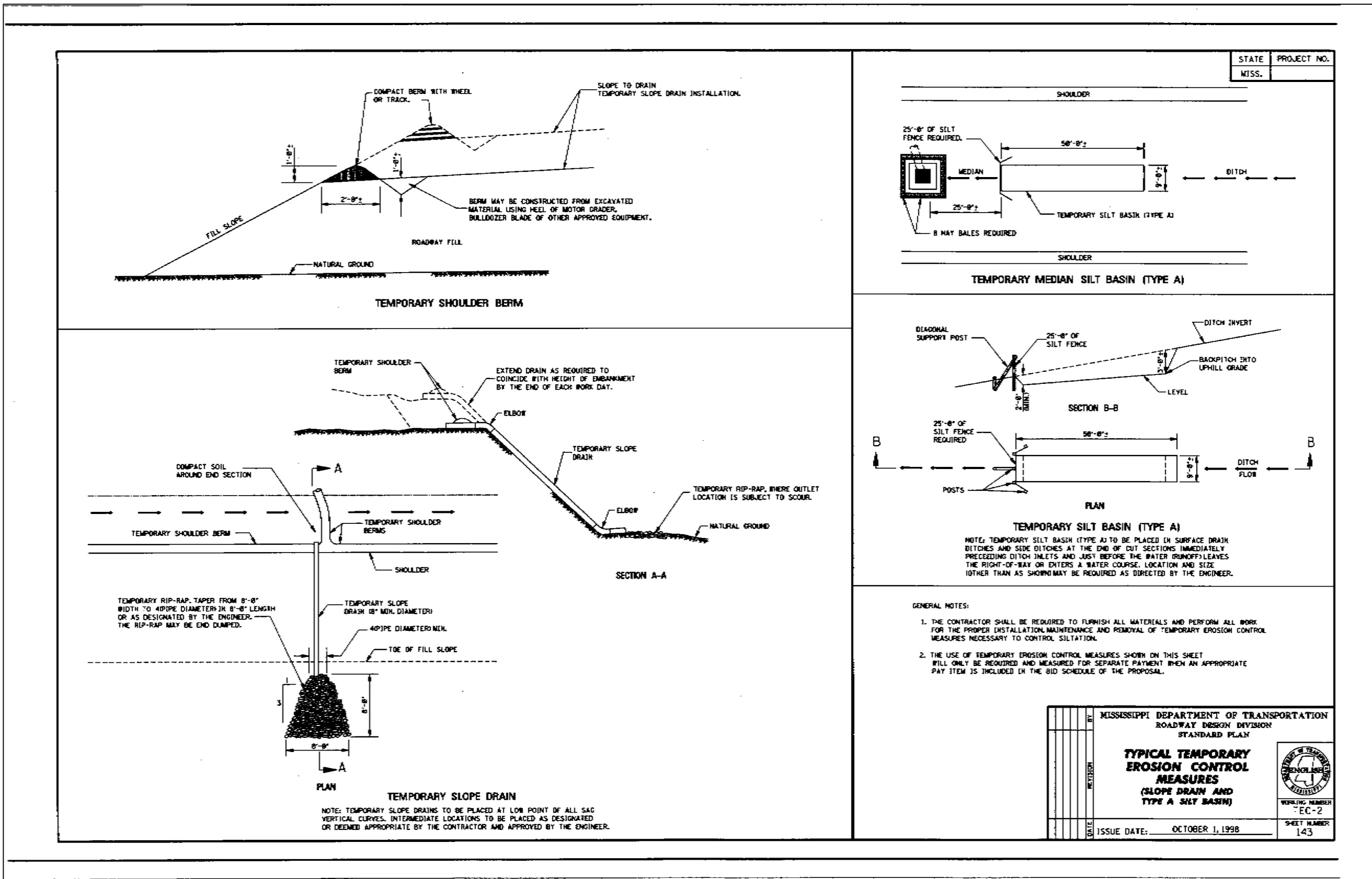
STORM SEWER STRUCTURE, MANHOLE (PRECAST)
N.T.S.



FLARED END SECTION DETAILS
N.T.S.



CURB INLET DETAILS
N.T.S.



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

EROSION CONTROL DETAILS
FOR
THE HEIGHTS AT
OXFORD COMMONS
PHASES 6, & 9

DRAWN BY: J. ADAMS	DATE: 09-02-2025
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EROSION CONTROL
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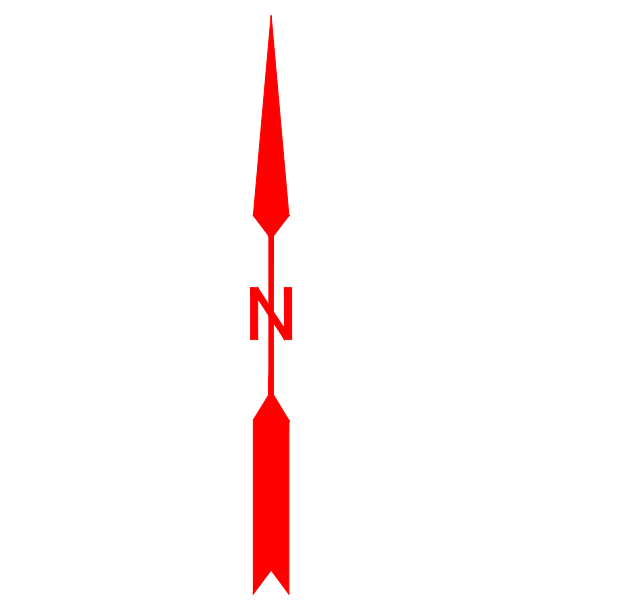
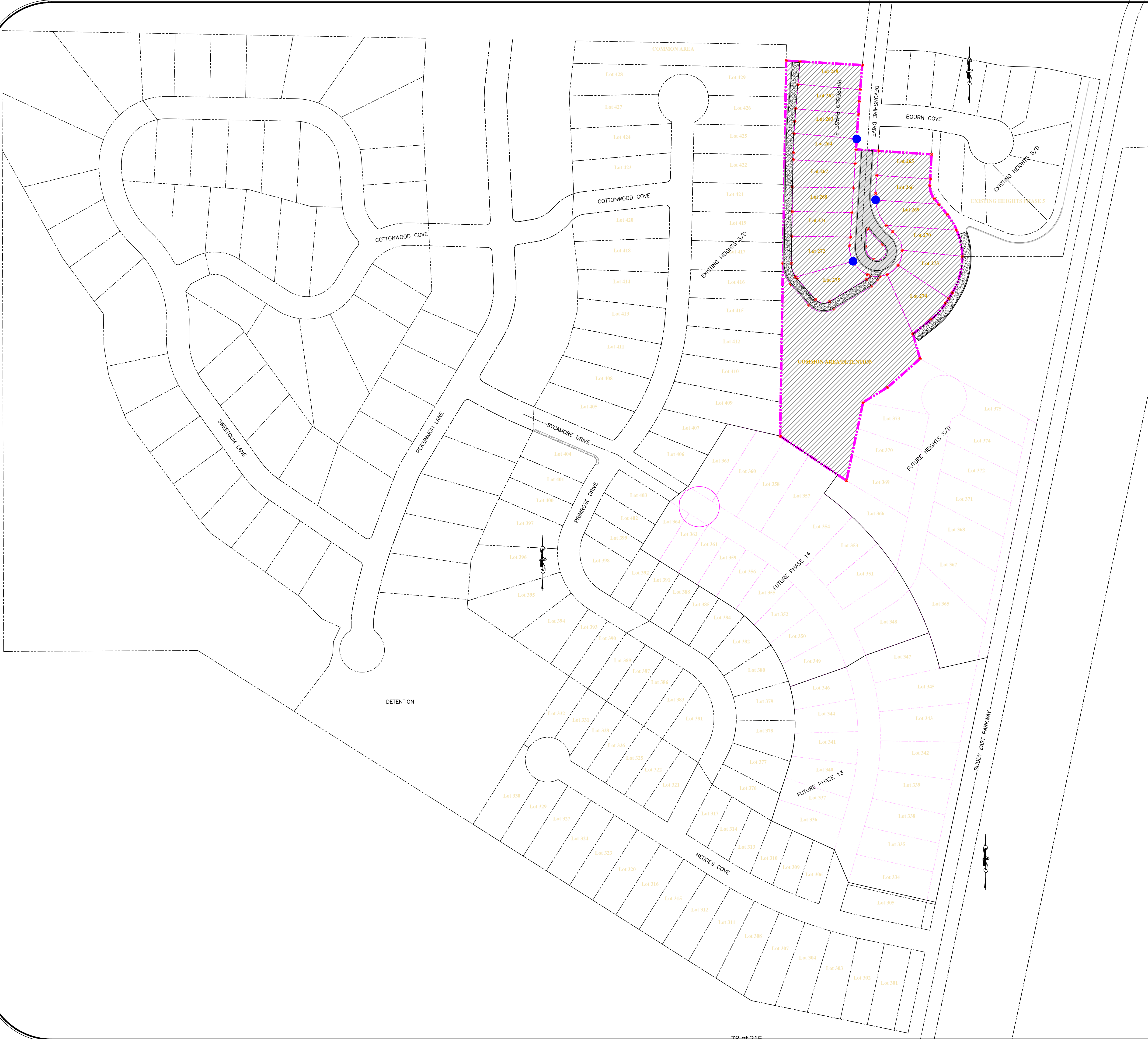
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LIGHTING LAYOUT
FOR
THE HEIGHTS AT
OXFORD COMMONS
PHASE 6

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LEGEND

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- SUBJECT PROPERTY LINE
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- EXISTING CURB LINE
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- EXISTING INDEXING CONTOUR
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- PROPOSED RETAINING WALL
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- PROPOSED STORM DRAIN
- EXISTING SEWER MANHOLE
- PROPOSED SEWER MANHOLE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING STORM DRAIN INLET
- PROPOSED STORM DRAIN INLET



PLANT SCHEDULE						
SYMBOL	CODE	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY
LARGE TREES						
	LT3	Liriodendron tulipifera / Tulip Poplar	B&B	2" Cal.	11'-13' H, 3'-4' W	6
	QM3	Quercus macrocarpa / Burr Oak	B&B	2" Cal.	12'-14' H, 4'-5' W	7
	QP3	Quercus phellos / Willow Oak	B&B	2" Cal.	11'-13' H, 3'-4' W	6

CITY OF OXFORD, MS LANDSCAPE REQUIREMENTS	
5.7.1 Landscape Standards - Landscape Plan Required. A landscape plan is required at time of site plan review for all site plans, subdivisions, and master planned developments. The landscape plan shall be prepared by a qualified professional landscape architect or landscape designer, or certified arborist and shall contain the information specified in the Appendix.	
5.7.2.1 Compliance with Approved Landscaping Plan: No building permit shall be issued unless the submitted landscape plan complies with the provisions of this ordinance. Standards for installation and maintenance of landscaping are located in the Appendix.	
5.7.2.2 A certificate of occupancy shall not be permitted until required landscaping is complete and/ or provision has been made to provide financial surety for completion of the required landscaping.	
5.7.3.2 Additional landscaped area may be in the form of green areas, foundation plantings around buildings and structures, or additional front setback landscaping.	
5.7.3.4 At a minimum, all additional landscaped areas shall be completely covered with live turf or ground cover, or seasonal seeding.	
5.7.3.6 If landscape mulch made of organic materials (such as wood) is to be used, it must be placed at least two (2) feet from the edge of a building. Landscape rock or other similar material may be placed next to the building.	
5.7.3.7 Frontage trees must be planted along all public streets at the rate of 1 large tree every 50 feet, or 1 small tree every 35 feet.	
820 lf frontage/ 50 ft = 16 trees required (19 trees proposed)	

- TREE PLANTING NOTES:**
- ALL LANDSCAPING SHALL FOLLOW THE GUIDELINES AS SET FORTH BY THE LANDSCAPE ORDINANCE OF THE CITY OF OXFORD, MS.
 - LANDSCAPE PLANS INDICATE FRONTAGE TREES.
 - ADDITIONAL LANDSCAPE PLANS WILL BE SUBMITTED FOR APPROVAL WITH THE DEVELOPMENT OF THE PROPERTY AND WILL INCLUDE DETAILED PLANTING PLANS ASSOCIATED WITH DEVELOPMENT THROUGHOUT THE SITE. THE INTENT OF THIS PLAN IS TO SATISFY THE CITY OF OXFORD LANDSCAPE REQUIREMENTS ONLY FOR THIS PHASE OF WORK.
 - TREE LOCATIONS INDICATED ARE BASED ON SPACING AS REQUIRED BY THE CITY OF OXFORD LANDSCAPE REQUIREMENTS. FIELD ADJUSTMENTS MAY BE NECESSARY AS TO NOT CONFLICT WITH UTILITIES, OVERHEAD SITE LIGHTING, AND OTHER RELATED ELEMENTS. ANY CHANGES WILL NEED PRIOR APPROVAL BY THE ENGINEER. CONTRACTOR IS TO IDENTIFY AND CLEARLY MARK ALL UTILITIES PRIOR TO WORK. TREES ARE NOT TO BE PLANTED IN LOCATIONS AS TO CONFLICT WITH UTILITIES. ANY DAMAGE TO UTILITIES SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR OR REPLACE AT NO ADDITIONAL COST TO THE OWNER.
 - CONTRACTOR SHALL ENSURE ALL REQUIRED TREES ARE LOCATED OUTSIDE OF EXISTING UTILITY EASEMENT.
 - ALL CANOPY TREES LOCATED WITHIN VEHICULAR USE AREAS AND ALONG WALKWAYS SHALL BE LIMBED UP TO A HEIGHT OF 6' TO ALLOW FOR CLEAR VIEWS AND MOVEMENT UNDER TREES.
 - VERIFY ALL QUANTITIES ON SITE TO BE CERTAIN PLANTS FILL THE AREA TO BE LANDSCAPED PRIOR TO INSTALLATION.
 - ALL MATERIALS ARE TO BE INSPECTED AND APPROVED ON SITE BY THE LANDSCAPE ARCHITECT PRIOR TO ANY INSTALLATION. A TWO DAY NOTICE IS TO BE GIVEN OF WHEN PLANT MATERIAL WILL BE STAGED ON-SITE.
 - ALL WORK UNDER THIS CONTRACT WILL BE WARRANTED BY THE LANDSCAPE CONTRACTOR TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP, FOR A PERIOD OF ONE CALENDAR YEAR OF ONE FULL GROWING SEASON.
 - CONTRACTOR IS RESPONSIBLE FOR WATERING, WEEDING, PRUNING, AND OTHER MAINTENANCE REQUIRED FOR SCOPE OF PROJECT DURING THIS WARRANTY PERIOD OF ONE CALENDAR YEAR OR ONE FULL GROWING SEASON.
 - THIS ONE YEAR PERIOD WILL BEGIN FROM THE DATE OF FINAL ACCEPTANCE BY THE OWNER, EXCEPT AS OTHERWISE AGREED IN WRITING BY ALL PARTIES TO THE CONTRACT.
 - THEFT, VIOLENT WEATHER, AND DROUGHT DAMAGE ARE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR, UNTIL FINAL COMPLETION IS GIVEN.
 - CONTRACTOR IS RESPONSIBLE FOR REPLACING ALL PLANT MATERIAL THAT DIES WITHIN ONE YEAR AFTER PLANTING WITH PLANT MATERIAL OF THE REQUIRED SIZE WITHIN THIRTY DAYS OF THE PLANT MATERIAL'S DEATH. THIS PERIOD MAY BE EXTENDED IF WEATHER CONDITIONS INHIBIT INSTALLATION OF NEW PLANT MATERIALS.
 - CONSTRUCT MULCH RINGS AROUND THE BASE OF ALL INDIVIDUAL PLANTINGS IN LAWN AREAS TO A WIDTH OF 5' DIA. AROUND TREES.
 - GRASSING (SOLID SOD AND PERMANENT SEEDING) IS REQUIRED FOR ALL AREAS DISTURBED AS A RESULT OF CONSTRUCTION PROCEDURES.
 - PRIOR TO THE ISSUANCE OF ANY PERMITS (SITE DISTURBANCE, ETC.) THE CITY OF OXFORD PLANNING DEPT WILL REQUIRE A TIMELINE WITH ANTICIPATED COMPLETION STEPS TO REACH FINAL SITE RESTORATION AND PLANTING. THE ESTABLISHMENT OF PERMANENT GRASS COVERAGE IS TO FOLLOW IMMEDIATELY UPON COMPLETION OF GRADING, REGARDLESS OF SEASON. IF ENTIRE SITE CANNOT BE DONE IN A REASONABLE TIMEFRAME, CONTRACTOR IS TO ESTABLISH PERMANENT GRASS COVERAGE IN STAGES SO FIRST STAGE IS REPLANTED AND RECOVERING WHILE WORK COMMENCES ON THE NEXT STAGE.
 - ALL AREAS NOT TO RECEIVE PERMANENT SURFACE TREATMENT SHALL BE SEEDED AND FERTILIZED IN ACCORDANCE WITH THE MISSISSIPPI STANDARDS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION, 2004 ED. APPLICATION RATES AND SCHEDULES SET FORTH IN THOSE SPECIFICATIONS SHALL APPLY TO ENSURE THAT 100% COVERAGE OF GRASS IS ESTABLISHED.
 - TREES MUST BE ADEQUATELY SUPPORTED, WHEN NECESSARY, TO INSURE PROPER GROWTH; AND SUPPORT REMOVED WHEN THE TREES ARE ESTABLISHED, AT THE DIRECTION OF THE PLANNING DEPARTMENT.
 - ALL LANDSCAPING SOIL AND FILL MUST BE MAINTAINED AND REASONABLY FREE FROM WEEDS, REFUSE, AND DEBRIS AT ALL TIMES.



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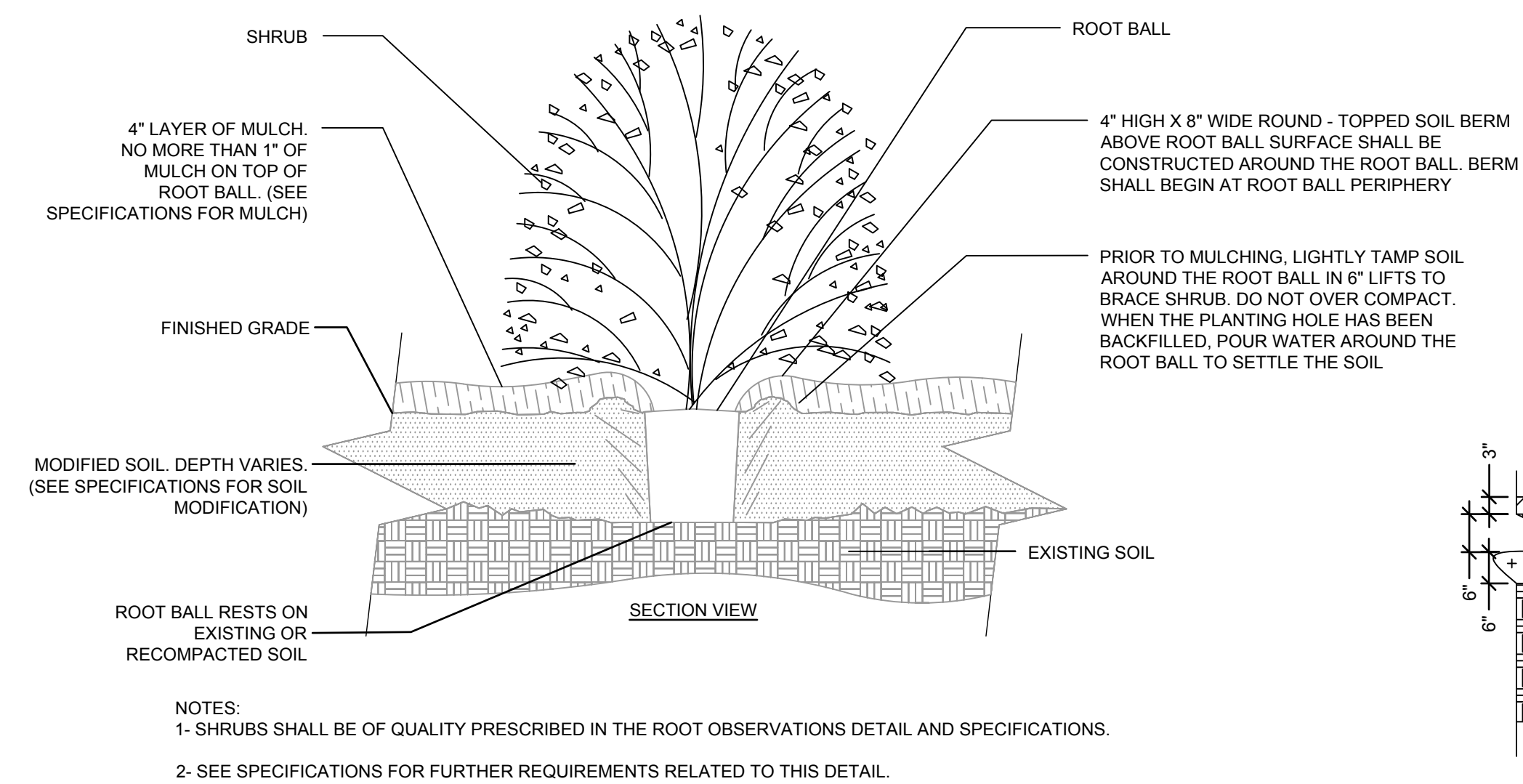
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LANDSCAPE PLAN
FOR
THE HEIGHTS AT
OXFORD COMMONS
PHASE 6

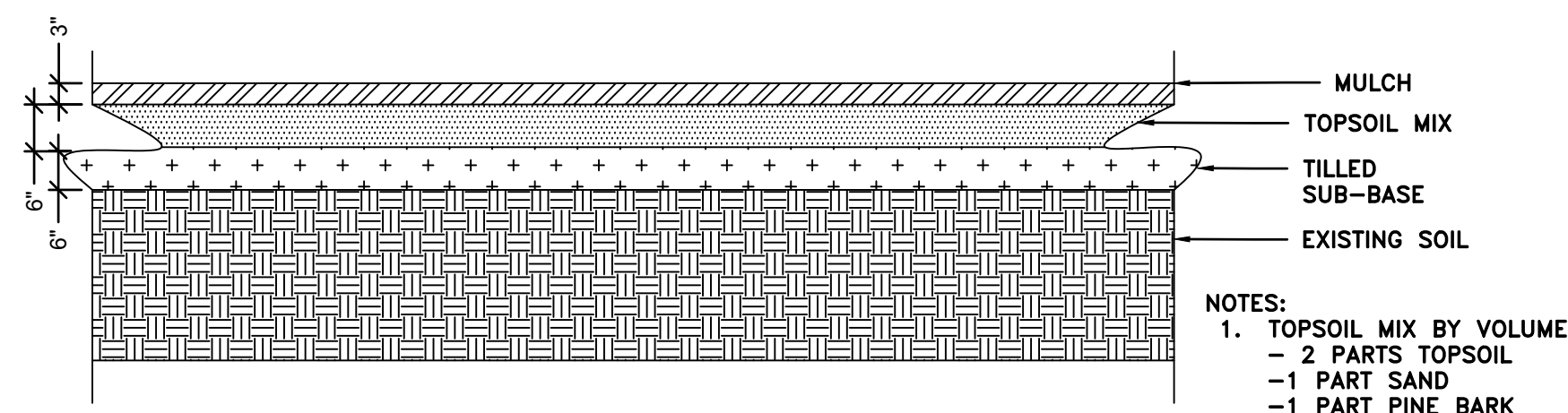
DRAWN BY: C. BUCKNER	DATE: 09-25-2025
CHECKED BY: P. KOSHENINA, P.E.	SCALE: 1"=40'
DRAWING NO.: 6865	

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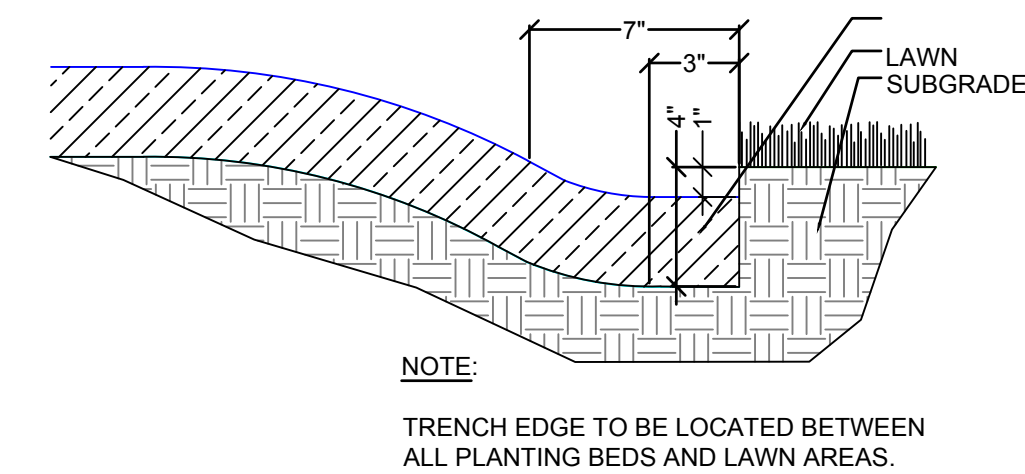
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L101



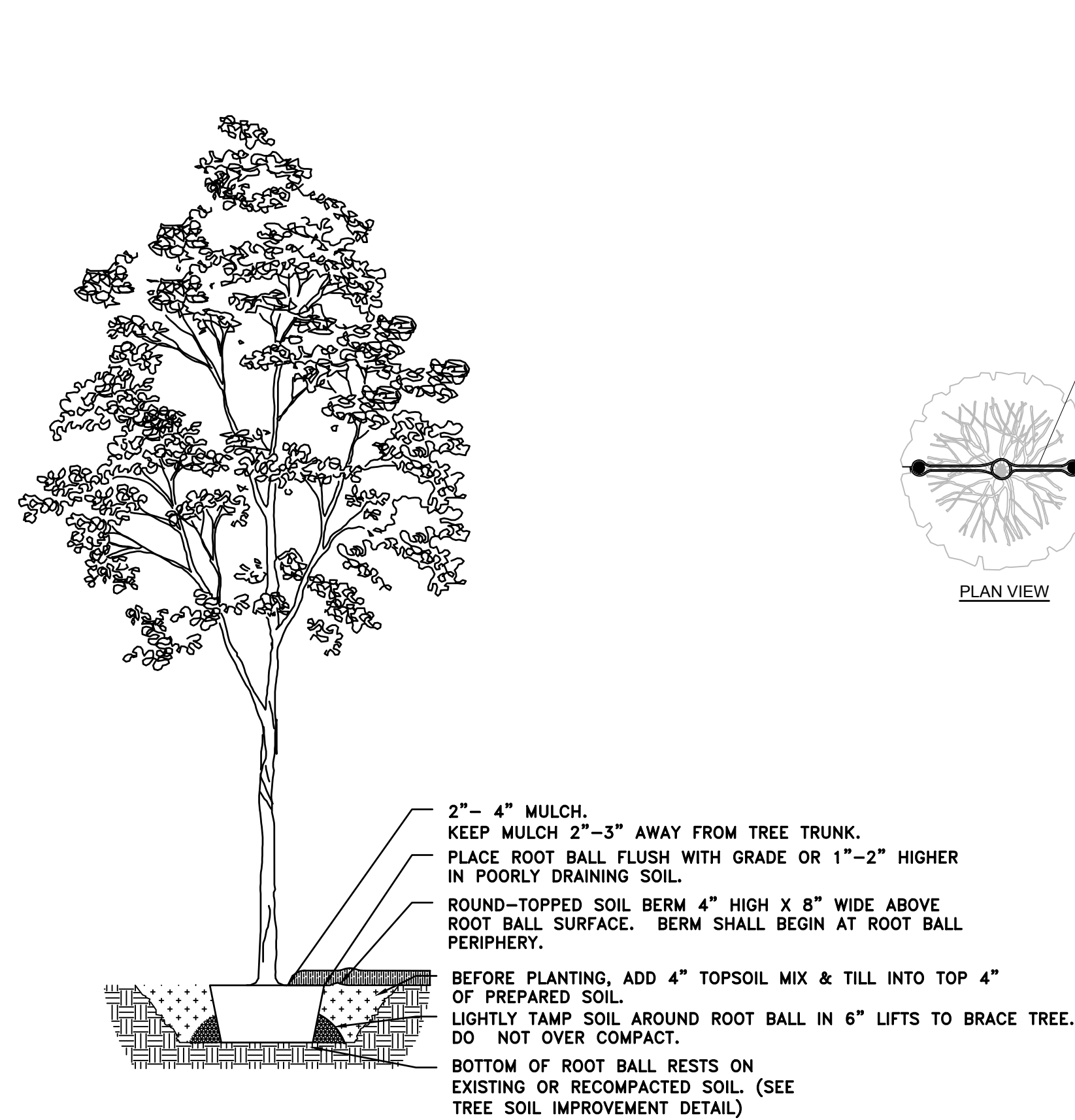
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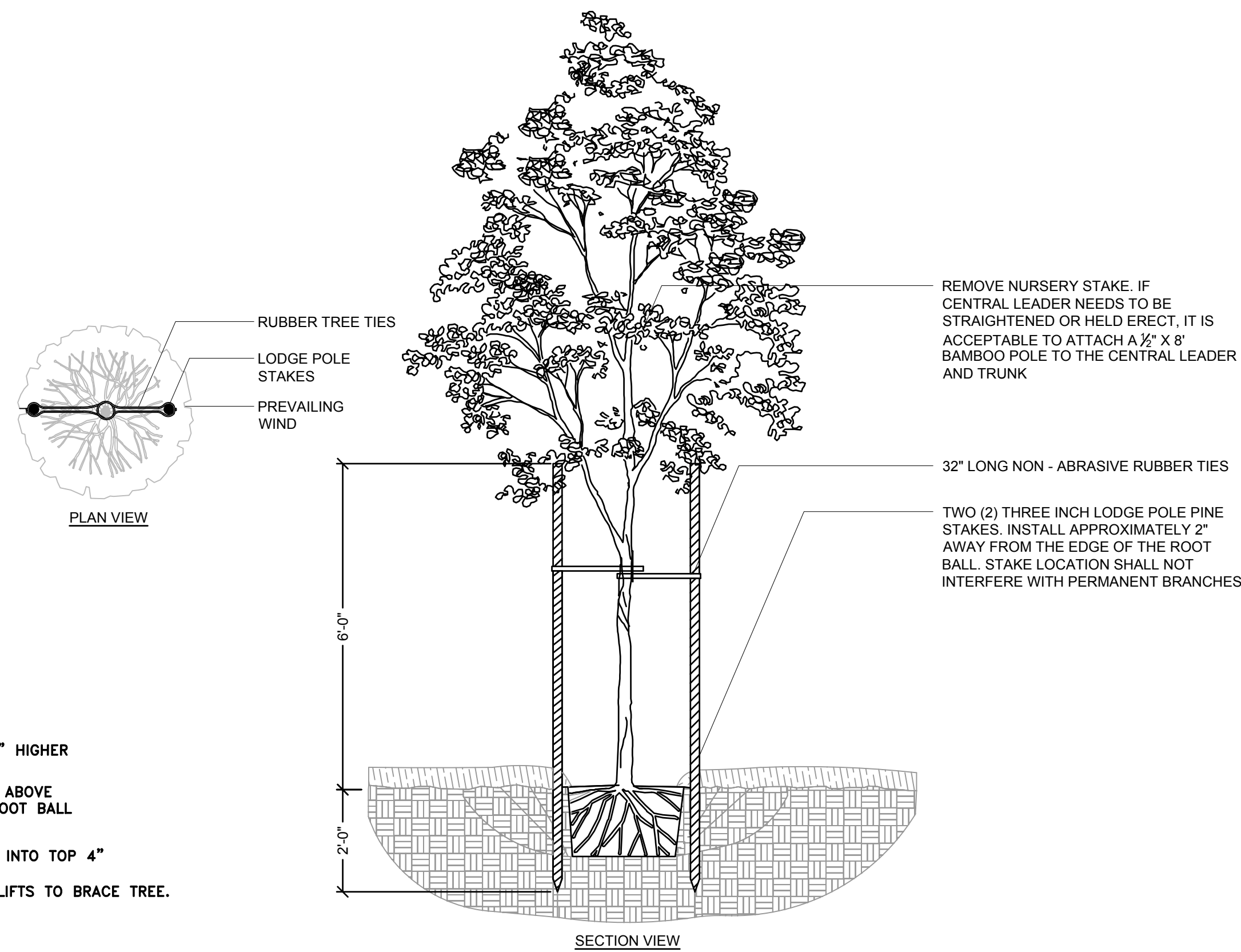
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3 PLANTING EDGE DETAIL
SCALE: N.T.S.



4 TREE PLANTING DETAIL
SCALE: N.T.S.



5 TREE STAKING DETAIL
SCALE: N.T.S.



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NO.	DATE	REVISIONS	BY:
1	9-15-25	ADDED 18" CONC. DRIVE	JA
NO.	DATE	REVISIONS	BY:
NO.	DATE	REVISIONS	BY:
NO.	DATE	REVISIONS	BY:
NO.	DATE	REVISIONS	BY:
NO.	DATE	REVISIONS	BY:

LANDSCAPE DETAILS
FOR
THE HEIGHTS AT
OXFORD COMMONS
PHASE 6

DRAWN BY: C. BUCKNER	DATE: 09-25-2025
CHECKED BY: P. KOSHENINA, P.E.	SCALE: N.T.S.
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PAGE NO.:
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THE CITY OF
OXFORD

MEMORANDUM

To: Board of Aldermen
From: Mark Levy
CC: Hollis Green
Date: November 18, 2025
Re: Consider bids for the FY26 Oxford Police Department Equipment and Vehicle Upfits.

On November 6 at 1:00 p.m., staff opened bids for the procurement and installation of equipment for eight new Dodge Durangos. Two companies submitted qualified bids, and after review, both were determined to meet the required specifications. The low bidder was Emergency Equipment Professionals with a total bid price of \$177,144.00.

Staff recommends approval of the bids received and further recommends awarding the contract to Emergency Equipment Professionals as the lowest responsive and responsible bidder.

Enclosure (1)

Bid Tabulation FY 2026 Police Vehicle Equipment and Upfitting

Bid Tabulation

FY 2026 Police Vehicle Equipment and Upfitting

11/6/2025

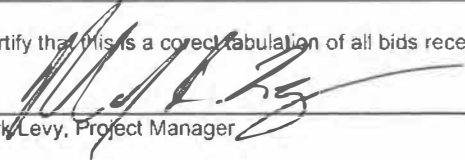
1:00 PM



THE CITY OF
OXFORD

	Company Name	Bid Bond or 5% Certified Check	Addendum	Base Bid
1	Comsouth Inc.	Westfield Insurance Company	NA	\$182,302.72
2	Emergency Equipment Professionals	Capitol Indemnity Corporation	NA	\$177,144.00
3				
4				
5				
6				
7				
8				
9				

I certify that this is a correct tabulation of all bids received for this project on the above date.


Mark Levy, Project Manager

11/6/2025

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Emergency Equipment Professionals, Inc. P.O. Box 5900

P.O. Box 1739

Southaven, MS 38671

SURETY:

(Name, legal status and principal place of business)

Capitol Indemnity Corporation

Madison, WI 53705-0900

Mailing Address for Notices

P.O. Box 5900

Madison, WI 53705-0900

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Oxford

107 Courthouse Square

Oxford, MS 38655

BOND AMOUNT: 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

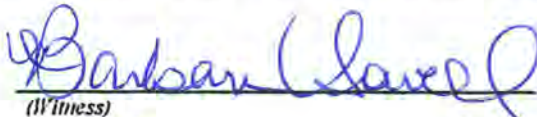
FY 2026 Oxford Police Vehicle Equipment and Uplifting.

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 3rd day of November, 2025.


(Witness)


(Witness) Ruby McConnell

Emergency Equipment Professionals, Inc.
(Principal) (Seal)

By: 
(Title)

Capitol Indemnity Corporation
(Surety) (Seal)

By: 
(Title) Russell Bowie, Attorney-in-Fact

Surety Phone No. 608-829-4200



11/06/2025

Dear Sir,

On behalf of Comsouth, Inc. I would like to thank you for the opportunity to submit a bid for the police department's emergency vehicle equipment for FY2026. We have taken no exception to any of the equipment requested and every item is fully compatible. I have included the warranty information for all the requested equipment. In the unlikely event that there is an equipment or installation failure Comsouth, Inc. will cover all the equipment for the stated warranty period and the installation will be covered for the life of the vehicle. All installations will be completed at our Tupelo MS office. If you have any questions or need any clarifications, please do not hesitate to contact me.

Sincerely,



Jody Stringer

Comsouth, Inc.

**AIA[®]****Document A310[™] – 2010****Bid Bond****CONTRACTOR:***(Name, legal status and address)***Comsouth, Inc.****5211 Old Hwy 42****Hattiesburg, MS 39401****SURETY:***(Name, legal status and principal place of business)***Westfield Insurance Company****P.O. Box 5001****Westfield Center, OH 44251-5001****OWNER:***(Name, legal status and address)***City of Oxford****107 Courthouse Square****Oxford, MS 38655**

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.

BOND AMOUNT: Five Percent (5%) of the Bid Amount-----**PROJECT:***(Name, location or address, and Project number, if any)***FY2026 Oxford Police Vehicle Equipment and Upfitting**

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 **6th** day of **November** , 2025

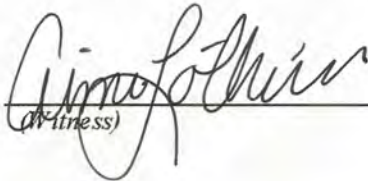
Comsouth, Inc.

(Contractor as Principal)

(Seal)

(Witness)

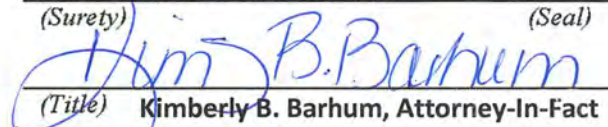
(Title)


(Witness)

Westfield Insurance Company

(Surety)

(Seal)


(Title) **Kimberly B. Barhum, Attorney-In-Fact**

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 03/14/23, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 2320202 13

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 its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
DAVID R. FORTENBERRY, RICHARD T. JONES, MARY J. NORVAL, KIMBERLY B. BARHUM, TENORA POSEY, JOINTLY OR SEVERALLY

of HATTIESBURG and State of MS its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship 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 canceling 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 14th day of MARCH A.D., 2023.

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 14th day of MARCH A.D., 2023, 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, OH; 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 Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of 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 Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 6th day of November A.D., 2025.



Frank A. Carrino, Secretary

1378 North Veterans Memorial Blvd., Tupelo, MS 38804
t. 662-296-1450 f.

Number TUPQ3731

Date Nov 6, 2025

Sold To

Oxford Police Department

9 Industrial Park Drive
Oxford, MS 38655

Phone 662-232-2400
Fax

Ship To

Oxford Police Department

9 Industrial Park Drive
Oxford, MS 38655

Phone 662-232-2400
Fax

Salesperson	P.O. Number	Ship Via	Terms
Jody Stringer			

Line	Qty	Model Number	Description	Unit Price	Ext. Price
1	8	EB8EEEE	WHELEN LEGACY WCX 48" BW/BW/BW/BW	\$2,102.35	\$16,818.80
2	8	CLBV2V	WHELEN LTBAR-MOUNTED V2V SYNC MODULE	\$198.82	\$1,590.56
3	8	ES8ME	WHELEN 48" LEGACY MIDNIGHT EDITION	\$47.06	\$376.48
4	8	EBBTMM	WHELEN LEGACY WCX WARN/BTT PARI BA/BA	\$376.47	\$3,011.76
5	8	MBEZ85	WHELEN E-Z LIGHTBAR MT KIT #85 BLACK		
6	16	TCRWX5	WHELEN WECANX TRACER 5-LAMP HOUSING	\$742.35	\$11,877.60
7	16	TCRXXPE	WHELEN WCX TRACER PRIMARY DUO B-W/SMK		
8	64	TCRXXSE	WHELEN WCX TRACER 2NDARY DUO B-W/SMK		
9	16	TCRB44	WHELEN TRACER MTG KIT DODGE DURANGO		
10	8	C399	Whelen CenCom CORE WCX Control Center Center	\$1,107.06	\$8,856.48
11	8	CCTL6	WHELEN WECANX KNOB/SLIDE CONTROL HEAD		
12	8	CHWLDD36	WHELEN WCX LO FREQ SIREN AMP DURANGO	\$412.94	\$3,303.52
13	8	SA315	Whelen 100 Watt Plastic Siren Speaker		
14	8	SAK9	Heavy-Duty Universal/Swivel Bail Type Mounting Bracket		
15	8	CEM16	WHELEN WECANX 16 OUTPUT EXPANSION MOD	\$157.65	\$1,261.20
16	8	PBCNTL	WHELEN PUSH BUMPER CONTROL AND HARNESS	\$356.68	\$2,853.44
17	32	XI3JCM	WHELEN ION TRIO LTHEAD RBW/SMOKE MIZU	\$128.24	\$4,103.68
18	16	XTS3JCM	Whelen T-Series Linear Super-LED, TRIO, Red/Blue/White, Smoked Lens, Steady with MIZU Connector	\$117.65	\$1,882.40
19	16	U180EX	WHELEN U-SERIES DUO BLUEWHITE/SMOKE	\$161.18	\$2,578.88
20	16	U18044	WHELEN U-SERIES MIRROR MT KIT DURANGO	\$18.12	\$289.92
21	16	PSE02FCR	WHELEN MEGA-T DUO FLASHER BLU/WHT	\$138.49	\$2,215.84
22	16	TSS0JCX	WHELEN MINI T-SERIES SURFACE B-W/SMK	\$117.65	\$1,882.40
23	8	600-56-1163	HAMMERHEAD PUSH BAR	\$474.12	\$3,792.96
24	8	600-56-1182	HAMMERHEAD FULL WINGS	\$403.53	\$3,228.24
25	8	600-56-1181	HAMMERHEAD BRACKET KIT	\$176.47	\$1,411.76
26	8	475-0965	Space Creator - High Security/High Visibility Window (includes Center HSEP ONLY)	\$764.62	\$6,116.96
27	8	475-8848	HSEP - 2P (VP9 Space Creator) Lower Extension Panel	\$84.98	\$679.84

Line	Qty	Model Number	Description	Unit Price	Ext. Price
28	8	475-1173	Prisoner Cargo Barrier (CB4) with Upper Polycarbonate Window	\$519.06	\$4,152.48
29	8	475-1417	Window Armor (Bar Style) for use with OEM Door Panels	\$341.78	\$2,734.24
30	8	475-2010	GR9-ZRT-AR-BLM-870 - Vertical Mount to Flat/Recessed Housing	\$445.02	\$3,560.16
31	8	C-VS-1900-DUR-PM-2	HAVIS, CONSOLE BOX, 21-24 DURANGO, RMK TAB, 19", +P	\$709.06	\$5,672.48
32	8	CUP2-1001	HAVIS SELF-ADJUSTING DOUBLE CUP HOLDER	\$57.65	\$461.20
33	8	C-ARM-102	HAVIS ARM REST - MOUNTS TO SIDE OF CONSOLE BOX	\$84.82	\$678.56
34	8	C-DMM-3024	HAVIS HEAVY DUTY DASH MOUNT FOR 21-24 DURANGO	\$462.00	\$3,696.00
35	8	DS-DELL-901	HAVIS DOCKING STATION FOR DELL 7230 TABLET	\$950.35	\$7,602.80
36	8	PKG-KBM-106-1	HAVIS PREMIUM PACKAGE, USB KEYBOARD W/MOUNT	\$782.35	\$6,258.80
37	8	C-MMSU-L	Magnetic Mic Kit	\$28.24	\$225.92
38	8	805-0022-00	STALKER RADAR DUAL SL-2	\$1,699.00	\$13,592.00
39	8	M-260	E-SEEK DL READER	\$544.34	\$4,354.72
40	8	PJ863	BROTHER POCKETJET THERMAL PRINTER W/USB C	\$578.85	\$4,630.80
41	8	LB3692	BROTHER 14' DIRECT WIRE 12 VDC POWER CORD	\$30.27	\$242.16
42	8	MBA5-R980-5GD-A	CRADLEPOINT R980	\$2,443.74	\$19,549.92
43	8	GP-IN2680-LC	ROK 7-IN-1 LOOSE 4X4 MIMO DUAL SHARK 5G	\$485.67	\$3,885.36
44	8	5026B	BLUESEA 12 CIRCUIT FUSE BLOCK W/GOUND BUS AND COVER	\$25.00	\$200.00
45	8	NMO-60-300-M1-A	PCTEL 25' RG-58 NMO Coax Assembly wit Mini UHF Connector Attached	\$18.58	\$148.64
46	8	BMLPV700	PCTEL BMLPV700 Maxrad 740 - 870 MHz low profile vertical 2 dB gain black antenna, 2.4 in high.	\$38.45	\$307.60
47	8	HKN4191B	Motorola Power Cable	\$14.52	\$116.16
48	8	INSTALLKIT	Wire, Fuses, Loom, etc.	\$175.00	\$1,400.00
49	8	INSTALL	Installation of all the above equipment plus existing radio and video cameras	\$2,400.00	\$19,200.00
50	1	Shipping	Shipping (Not to Exceed)	\$1,500.00	\$1,500.00

SubTotal	\$182,302.72
Tax	\$0.00
Shipping	\$0.00
Total	\$182,302.72



PREMIER NO-HASSLE WARRANTY (FOR AUTOMOTIVE PRODUCTS ONLY)

Whelen Engineering Company, Inc. warrants products of its manufacture against defects in material and workmanship. This is provided that the product has been installed and operated in accordance with the manufacturer's recommendations.

This warranty is between the first purchaser (ultimate user) only and Whelen Engineering Company, Inc. (manufacturer). No prior authorization is required for returning Whelen products for warranty consideration. Each Whelen product sold is covered only by the official warranty in effect at time of purchase.

Whelen agrees that the Whelen Factory Repair Center or an Authorized Whelen Repair Center† will repair or replace (the Repair Center's option) any parts or electronic assemblies of the unit which disclose a defect in material or workmanship during the warranty period (see below). The Whelen Repair Center will return the repaired unit, with the transportation cost prepaid by Whelen via UPS Ground, per Whelen's current freight policy. In the event that Whelen determines, in its sole discretion, that it cannot repair or replace a particular product, for any reason including but not limited to end of life of the particular product, Whelen will replace it with a similar product (as determined by Whelen in its sole discretion) or repay the per-piece prorated amount as determined by Whelen for the irreparable item.

This warranty and the repair-and-replace remedy are not applicable to any Whelen product that has failed from damage as a result of incompatible chemicals (including de-icing or road treatment) or cleaning products; or due to abuse, misuse, improper installation, excessive voltages, or alterations to the product that affects, in the manufacturer's judgment, intended use and service. Whelen will not be held liable for any incidental or consequential damages and assumes no responsibility or liability for expenses incurred in the removal and/or re-installation of products requiring service and/or repair, nor the packaging, handling, and shipping to the Factory Repair Center or Authorized Whelen Repair Center†; nor for the handling of products returned from the repair center after service or repair.

THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. Whelen Engineering Company, Inc. reserves the right to modify this warranty statement at any time, or discontinue, modify, or upgrade any products of its manufacture with design improvements without prior notice. The use of magnetic or vacuum/suction mounted warning lights mounted on the roof or exterior of a vehicle in motion is at the sole discretion and risk of the user. Whelen Engineering makes no warranties or guarantees of equipment used in this way.

All power plugs/cigar plugs, incandescent and halogen bulbs, polycarbonate/plastic materials, radar products, aviation equipment, industrial products and high-power voice/siren systems are not covered by this warranty (see applicable warranty statement).

All Non-Whelen manufactured items that are sold by Whelen are covered by that manufacturer's warranty and are excluded from this warranty statement (such as Miovision Emitters or *Antennas). This warranty will be void when using or substituting other than all-genuine Whelen system components, such as remote head assemblies, xenon flash tubes, shielded cables, strobe power supplies, siren amplifiers, and siren speakers. This warranty gives you specific rights, and you may also have other rights which vary from state to state.

STANDARD / 2-YEAR WARRANTY

Whelen products are covered by a direct warranty for up to a maximum of two years from date of purchase (not to exceed three years from the date of manufacture), with proof of purchase for items that are not listed below. In accordance with the policy statement described herein, the product may be returned directly to the factory or to an Authorized Whelen Repair Center† for warranty consideration. Whelen siren speakers, when used with a Whelen siren amplifier, are covered by a 2-year warranty from the date of manufacture. For warranty consideration, the siren speakers are subject to the conditions and steps described herein.

SIRENS, LED PRODUCT, CONTROL HEADS AND SWITCH BOXES

10-Year Warranty*

Product dated 1/2023 or after

*CenCom Core® and WeCanX® peripherals: Electronic circuit boards are covered by a 10-year warranty for products manufactured on or after 01/2023. LED Lighthead: Field Series®, ION®, T-Series™, Mega T-Series, Mini T-Series, M-Series®, Vertex™, Micron™, U-Series™, V23™ Series, Strip-Lite™ Plus, DOT-400, Inner Edge® FST™/RST™/XLP, Liberty™ II, Freedom® IV, Legacy®, VXE™ Series, and WeCanX 2250 Series.

5-Year Warranty

295HFS, 295SLS, 295SSA, and 295SDA: Electronic circuit boards are covered by a 5-year warranty. LED lighthead not listed in the 10-Year Warranty section: the electronic circuit boards are covered by a 5-year warranty.

LC/HC I/O Boards, and Flashers: Electronic circuit boards are covered by a 5-year warranty.

2-Year Warranty

CenCom Sapphire™, Carbide™, 295SL100 Series, Howler™, Alpha™, Beta™, Epsilon™, HHS, WPS, WSS, PAP112, and PAH112 Series: Electronic circuit boards are covered by a 2-year warranty. WeCan® I/O Boards are covered by a 2-year warranty.

Economical Sirens, Airhorns, Traffic Advisor™ Control Heads, and Switch Boxes: Electronic circuit boards are covered by a 2-year warranty. Mechanical components, i.e., Switches, relays, microphones, housings, mounting brackets, and hardware are covered for 2 years for defect in material or workmanship. All other electronic circuit and I/O boards not expressed herein are covered by a 2-year warranty. Warranty starts from date of manufacture. All other electronic circuit and I/O boards not expressed herein are covered by a 2-year warranty. Warranty starts from date of manufacture.



PREMIER NO-HASSLE WARRANTY
(FOR AUTOMOTIVE PRODUCTS ONLY)

12-MONTH WARRANTY — BACK-UP ALARMS

Whelen Back-Up Alarms are covered by a 12-month warranty and are subject to the conditions and steps described herein.

**6-MONTH WARRANTY — STROBE POWER SUPPLIES/FLASH TUBES AND OBSOLETE/
DISCONTINUED PRODUCTS**

If an obsolete/discontinued "Whelen" brand product is returned to Whelen within 6 months of the date which is affixed to the unit, Whelen will repair or replace that unit free of charge ONE TIME ONLY, subject to the conditions and steps herein.

WHELEN ENGINEERING COMPANY OUT-OF-WARRANTY FACTORY REPAIR PROGRAM*

*If found to be repairable, the Whelen Factory Repair Center (only) will repair Non-Lightbar Electronic Strobe Power Supplies for \$264.00 each. All other repairs (nonstrobe) will be \$211.00 per unit. This does not include replacement of any other electro-mechanical parts including flash tubes, polycarbonate domes, motors, or hardware items.

Follow the "Steps to Be Taken for Return" noted below and include a check or money order. For Whelen products older than 10 years, repair charges will be determined upon examination only (minimum charge is \$316.00). Contact the factory service center for further details, determined upon examination only (minimum charge is \$316.00). Contact the factory service center for further details.

STEPS TO BE TAKEN FOR ADVANCED WARRANTY REPLACEMENT

1. Contact Whelen Technical Support at 860-526-9504. Press 6, then Press 1.
2. Provide the information below:
 - Account # (if applicable)
 - Contact Information
 - Bill To and Ship To Information
 - Part or Model Number
 - Manufacture Date
 - Explanation of Problem with the Product. At the discretion of a Technical Support Agent, a warranty no-charge order or a material exchange will be processed. If any additional information is needed, the Technical Support Agent will gather the required information.

STEPS TO BE TAKEN FOR WARRANTY RETURN

1. Whelen products are to be returned freight prepaid to the Whelen Factory Repair Center:
51 Winthrop Road, Chester, CT 06412-0684; or an Authorized Whelen Repair Center†
2. Include a short statement explaining the problem.
3. Include your name, address, and daytime telephone number.
4. Whelen and its Authorized Repair Centers† will ship back the repaired unit freight prepaid via UPS (where available in the Continental U.S.), usually within a few days after its receipt.



ENGINEERING COMPANY, INC.
51 Winthrop Road, Chester, CT 06412-1036
(860) 526-9504 www.whelen.com

EFFECTIVE 03/05/2025, REPLACES ALL PREVIOUSLY PUBLISHED SERVICE POLICIES

† The only AUTHORIZED WHELEN REPAIR CENTER(S) are predetermined by the Whelen Factory via official listing obtained from Whelen Engineering Company, Chester, CT.

*New/Revised

13477F - 08/2025

© 2025 Whelen

PROPOSAL FORM

To: City of Oxford
107 Courthouse Square
Oxford, Mississippi 38655

Re: Project # 2025-0022
Project Title FY Oxford Police Vehicle Equipment and Uplifting
Location 107 Courthouse Square, Oxford, MS 38655

I propose to complete all work in accordance with the Bid Specifications and Drawings within 45 consecutive calendar days for the sum of:

BASE BID: (Write in the amount of the base bid in words and numbers. In case of conflict, the written word governs.)

Words: One Hundred Eighty Two Thousand, Three Hundred Two Dollars and Seventy Two Cents Dollars Figures:
(\$ 182,302.72)

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. _____ No. _____ No. _____

No. _____ No. _____ No. _____

ACCEPTANCE:

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature  Date November 6, 2025
Name and Title Joseph D. Stringer, Branch Manager - Tupelo
Name of Business Comsouth, Inc - Tupelo Location
Address 1378 North Veterans Memorial Blvd. (mailing)
Address _____ (physical)
City/State/Zip Code Tupelo, MS 38804 County Lee
Phone 662-432-1968 Fax _____ Email jstringer@comsouthinc.com

■ **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. _____

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

(X) 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

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 (REQUIRED):

(X) 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

*** END OF SECTION ***

Name of Firm: Comsouth, Inc.
7 West Black Creek Rd
Sumrall, MS 39482

City of Oxford
FY 2026 Oxford Police Vehicle Equipment and Upfitting
107 Courthouse Square
Oxford, MS 38655

Bid for Project # 2024-0019
Title Oxford Police Department
Certificate of Responsibility# Not Required

RECEIVED
NOV 06 2025
BY: DBD 12:19

**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

Bid Bond
Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

Russell Bowie
Name of Individual

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

\$ See Bond Form for Bid Bond on behalf of Emergency Equipment Professionals, Inc.
Bond Amount Bond Number Principal

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 **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

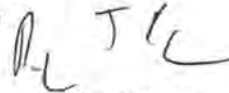
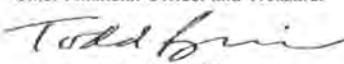
"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

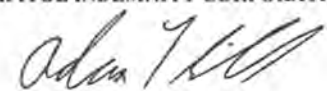
IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:


Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Todd Burick
Chief Underwriting Officer



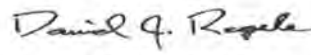
CAPITOL INDEMNITY CORPORATION


Adam L. Sills
Chief Executive Officer and President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



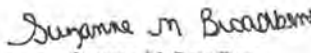

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 3rd day of November, 202025




Suzanne M. Broadbent
Secretary



MISSISSIPPI

INSURANCE DEPARTMENT

Mike Chaney
Commissioner of Insurance

David Browning
Deputy Commissioner of Insurance

License

Russell Turner Bowie

License Number: 11109653 NPN: 21487128

is licensed to engage in the business of insurance in the State of Mississippi in the capacity stated below,
subject to applicable laws and rules.

	Effective Date	Expiration Date
Licensed as: Insurance Producer	03-27-2025	01-31-2027
Qualified for:		
Casualty	03-27-2025	
Property	03-27-2025	

Commissioner of Insurance

Mississippi Insurance Department



Russell Turner Bowie
LICENSE NUMBER: 11109653 NPN: 21487128

Licensed as/ Qualified for:	Effective Date	Expiration Date
Insurance Producer	03-27-2025	01-31-2027
Casualty	03-27-2025	
Property	03-27-2025	

Quote



PO BOX 1739
SOUTHAVEN, MS 38671
601-473-1232

Bill To: OXFORD PD

Ship To:

Same

Name		Phone	Email		
Item	Description	Qty	Each	Ext.	
EB8EEEJ	LEGACY LIGHT BAR, TA AND BRAKE CLB2V	8	\$2,573.00	\$20,584.00	
TCRWX5	WECANX TRACER 5 LAMP	16	\$756.00	\$12,096.00	
C399	CORE WCX CONTROL CENTER CCT6	8	\$1,045.00	\$8,360.00	
CHWLDD36	LO FREQ SIREN AMP	8	\$390.00	\$3,120.00	
CEM16	16 OUTPUT EXPANSION MODULE	8	\$148.00	\$1,184.00	
PBCNTL	PUSH BUMPER HARNESS	8	\$336.00	\$2,688.00	
XI3JCM	ION RWB/SMOKE MIZU	32	\$115.00	\$3,680.00	
XTS3JCM	ION-T LINEAR TRIO STEADY RBW/S	16	\$111.00	\$1,776.00	
U180EX	MIRROR LIGHTS B/W SMOKED	16	\$152.00	\$2,432.00	
U18944	MIRROR LIGHT BRACKETS DURANGO	8	\$17.00	\$136.00	
PSE02FCR	MEGA-T DUO FLASHER B/W	16	\$104.00	\$1,664.00	
PSBKT90	MEGA-T BRACKETS	16	\$17.00	\$272.00	
TSS0JCX	T-SERIES SURFACE R/B/W SMOKED	16	\$111.00	\$1,776.00	
600-56-1163	HAMMERHEAD PUSH BUMPER	8	\$475.00	\$3,800.00	
600-56-1182	WING WRAPS(FULL)	8	\$425.00	\$3,400.00	
600-56-1181	FRAME MOUNTS	8	\$175.00	\$1,400.00	
PSSP6704D18A	SPACE SAVER PARTITION CENTER SLIDING WIND	8	\$734.00	\$5,872.00	
B6702D18	1/4" POLY, CARGO BARRIER WITH FILLER PANELS	8	\$413.00	\$3,304.00	
WBP67NPD18	PAIR, POLY WINDOW BARS	8	\$212.00	\$1,696.00	
GVPMD-H	VERTICLE PARTITION MOUNT GUN LOCK	8	\$455.00	\$3,640.00	
C-VS-1900-DUR-PM-2	HAVIS CONSOLE WITH PRINTER MOUNT	8	\$574.00	\$4,592.00	
CUP2-1001	CUPHOLDER	8	\$46.00	\$368.00	
C-ARM-102	ARMREST	8	\$68.00	\$544.00	
C-DMM-3024	HEAVY-DUTY DASH MOUNT DURANGO	8	\$374.00	\$2,992.00	
DS-DELL-905N	7230 DELL DOCK WITH POWER SUPPLY	8	\$774.00	\$6,192.00	
PKG-KBM-1002	KEYBOARD W/MOUNT	8	\$633.00	\$5,064.00	
C-MMSU-L	MAG MIC SIDE BRACKET	8	\$82.00	\$656.00	
805-0022-00	STALKER PACKAGE	8	\$1,887.00	\$15,096.00	
M260	LICENSE READER	8	\$515.00	\$4,120.00	
PJ863VK	POCKETJET 863	8	\$600.00	\$4,800.00	
LB3692	POCKETJET 863 PWR CABLE	8	\$0.00	\$0.00	
MBA5-R980-5GD-A	CARDLEPOINT ADVANTAGE ROUTER	8	\$1,875	\$15,000.00	
GP-IN2680-LC	ANTENNA FOR RADIO AND CRADLEPOINT	8	\$459	\$3,672.00	
MISC	MOTOROLA ANTENNA AND PWR SUPPLY	8	\$100.00	\$800.00	
LAB,PS01	INSTALLATION LABOR	8	\$3,200	\$25,600.00	
78163B	FUSE BLOCK	16	\$73	\$1,168.00	
MIS-SS	SHOP SUPPLIES	8	\$150	\$1,200.00	
FREIGHT	FREIGHT	8	\$300	\$2,400.00	
			Total	\$177,144.00	

Date: **11/6/25**

Quoted By: Matthew Sensibaugh

In addition to the freight terms contained herein, Madden & Associates will charge the customer any and all Surcharges that may be passed on to Madden & Associates by the freight companies we utilize. Said surcharges include but are not limited to; fuel surcharges, residential charges, delivery area charges and dimensional surcharges.

A handwritten signature in black ink, appearing to read 'M. Sensibaugh', is written over the printed name.



**THE CITY OF
OXFORD**

INVITATION TO BID

FY2026 Oxford Police Vehicle Equipment and Upfitting

**107 Courthouse Square
Oxford, Mississippi**

Mayor

Robyn Tannehill

Board of Alderman

Rick Addy, 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

Project # 2025-0022

107 Courthouse Square
Oxford, Mississippi 38655

October 2025

NOTICE TO BIDDERS

The Mayor and Board of Aldermen of the City of Oxford, Mississippi, will receive sealed bids on the following:

FY2026 Oxford Police Vehicle Equipment and Upfitting

The CITY OF OXFORD is seeking bids from vendors to provide and install police vehicle equipment and upfitting services for eight (8) Dodge Durango PPVs. The technical specifications are available to view free of charge at oxfordmsbids.com. Bidders are encouraged to download and review specifications prior to submission. The bids may be submitted via hand-delivery, US Mail, or electronic submission. All bids are due on or before 1:00 pm, Thursday, November 6, 2025. Bids must be accompanied by a bid bond or certified check not less than 5% of the total bid amount.

Submit sealed, hard copies with bid security via hand-delivery or mail to:

City of Oxford
FY 2026 Oxford Police Vehicle Equipment and Upfitting
107 Courthouse Square
Oxford, MS 38655

Electronic submission may be uploaded to:

www.oxfordmsbids.com

Bid security must be received prior to the bid closing time.

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, October 8, 2025
Wednesday, October 15, 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 or another state agency, university, community college, or junior college.
- 1.05 **CONDITIONS OF WORK:** Each Bidder must fully inform himself of all conditions relating to the construction of the Project and employment of labor thereon. Failure to do so will not relieve a successful Bidder of obligations to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Bidder must employ methods, or means, which will not cause interruption of, or interference with, the work of any other Bidder, or Contractor.
- 1.06 **EXAMINATION OF SITE:** All Bidders, including the general Contractor and Subcontractors, shall visit the building site, compare the Drawings and Project Manual with any work in place and be informed of all conditions. Failure to visit the site will in no way relieve the successful Bidder from furnishing any materials or performing any work required to complete work in accordance with Drawings and Project Manual without additional cost to the Owner.
- 1.07 **LAWS AND REGULATIONS:** The Bidder's attention is directed to the fact that all applicable Mississippi state laws, rules and regulations of all authorities having jurisdiction over construction of the Project apply to the Contract.
- 1.08 **OBLIGATION OF BIDDER:** At the bid opening, each Bidder will be presumed to have inspected the site, read and become thoroughly familiar with the Drawings and the Project Manual, including all addenda.
- 1.09 **BID DOCUMENT DEPOSIT AND RETURN:** The deposit amount, if any, shall be established as the estimated actual cost of copying and reproduction plus shipping via USPS standard Ground Transportation, is shall be indicated in the Advertisement for Bids. Bidders may request shipping via express carrier or expedited delivery at their own additional cost.

Upon returning the documents to the Professional within ten (10) working days of the bid date and in good condition, all document holders will be refunded the full deposit amount. Further, any document holder who is awarded the contract, related subcontracts and/or vendor agreements may elect to retain their documents and request refund of the full deposit amount upon execution of the construction contract and approval of general contractor, however; such documents shall be counted toward the total number of copies furnished free of charge to the general contractor. No partial sets of documents will be issued. Selected trade organizations, plan rooms and web-based distribution networks will be issued one (1) set of documents without charge.

PART 2 - PROPOSAL FORM

- 2.01 **METHOD OF BIDDING:** Lump sum, single bids received on a general contract will include general, mechanical and electrical construction and all work shown on Drawings or specified in the Project Manual.
- 2.02 **PROPOSAL FORMS:** The Bidder shall make all proposals on forms provided and shall fill all applicable blank spaces without interlineations or alteration and must not contain recapitulation of the work to be done. No oral or telegraphic proposals will be considered.
- 2.03 **TIME OF COMPLETION:** The Bidder shall agree to commence work on, or before, a date specified in a written *Notice to Proceed* and fully complete the Project within the calendar days indicated on the Proposal Form.
- 2.04 **BASE BID AND ALTERNATES:**
 - A. On the Proposal Form, the Bidder shall write out the Base Bid amount in words and include the numerical amount The written word shall govern.
 - B. The Proposal Form shall contain a brief description of each alternate modifying the scope. The Bidder shall write out the amount in words and include the numerical amount for each alternate. The written word shall govern.
- 2.05 **SUBSTITUTIONS:** No substitutions, qualifications or redefining of the Specification requirements are allowed to be marked on the Proposal Form, unless specifically required by the Bid Documents.
- 2.06 **ADDENDA:** Any addenda to the Drawings or Project Manual issued before or during the time of bidding shall be included in the proposal and become a part of the Contract. The Proposal Form will have ample space to indicate the receipt of addenda. When completing the Proposal Form, the Bidder shall list the Addendum number in spaces provided.
- 2.07 **BIDDER IDENTIFICATION:**
 - A. **Signature:** The Proposal Form shall be signed by any individual authorized to enter into a binding agreement for the Business making the bid proposal.
 - B. **Name of Business:** The name appearing on the Proposal Form should be the complete spelling of bidder's name exactly as recorded at the Secretary of State, which should also be the same as at the Mississippi State Board of Contractors.
 - C. **Legal Address:** The address appearing on the Proposal Form should be the same address as recorded at the Secretary of State, which should also be the same as at the Mississippi State Board of Contractors.
 - D. **Certificate of Responsibility Number(s):** The Certificate of Responsibility Number(s) appearing on the Proposal Form should be the same number appearing in the current Mississippi State Board of Contractors Roster.
- 2.08 **BID SECURITY:** The Bid Security shall be in the form of a Bid Bond, or a Certified Check:
 - A. **Bid Bond:** The Bidder may submit a Bid Bond by a Surety licensed in Mississippi in the amount of five percent (5%) of the base bid. The Bid Bond shall be duly executed by the Bidder, a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department OR signed by the Surety AND countersigned by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department <https://www.mid.ms.gov> (or most up-to-date link) (No standard form is required for the Bid Bond.) Where bid is to be submitted electronically, a scanned copy of bid bond is acceptable.
 - B. **Certified Check:** The Bidder may submit a certified check made out to the Owner in the amount of five percent (5%) of the base bid. All checks received from Bidders will be returned upon request, unless a Bidder is one (1) of the three (3) apparent low Bidders. The three (3) apparent low Bidder's checks will be held for forty-five (45) days, unless a Contract is awarded and executed in less time. Where bid is to be submitted electronically, certified check must be physically delivered to the address indicated on the Advertisement for Bids prior to the time and date stated.
- 2.09 **POWER OF ATTORNEY:** Each bid security must be accompanied by an appropriate Power of Attorney. No Power of Attorney is necessary with a certified check.

PART 3 - SUBMITTING THE PROPOSAL FORM

3.01 **SUBMITTAL:** A bid must be either submitted electronically via www.oxfordmsbids.com or physically delivered to the address indicated on the Advertisement for Bids prior to the time and date stated.

- A. **Physical Submittal:** If physically submitted, only one original of Bid Proposal shall be submitted which should be sealed in an opaque envelope marked, mailed or hand-delivered as shown below. If the Bid is mailed, the bid envelope shall be placed inside a second envelope to prevent inadvertent premature opening of the Proposal.

(In upper left hand corner)

Name of Firm (complete spelling of bidder's name and address – exact as recorded at the Secretary of State)

City of Oxford
FY 2026 Oxford Police Vehicle Equipment and Uplifting
107 Courthouse Square
Oxford, MS 38655

(In lower left hand corner)

Bid for Project # 2024-0019

Title Oxford Police Vehicle Equipment and Uplifting (REBID)

Using Agency Oxford Police Department

Certificate of Responsibility # Not required

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 via MAGIC.

3.03 **WITHDRAWAL OF BID:** Any bid may be withdrawn prior to the scheduled time for opening of bids. However, after the scheduled opening, bids may not be withdrawn until forty-five (45) calendar days after bid opening.

PART 4 - BID OPENING AND AWARD OF CONTRACT

4.01 **OPENING OF BIDS:** Bids will be publicly opened shortly after the time stated in the Advertisement for Bids. Bidder representatives are invited; however, attendance is not mandatory. Closure of agency preventing the opening of bids at the advertised date and time due to Force Majeure Event reasons will result in bids being received and publicly opened by the next business day that the agency shall be open and at the previously advertised time unless an Addendum is issued. Physical Bids without a Certificate of Responsibility on the outside of the envelope, or a statement indicating bid is under \$50,000.00, will not be opened. Electronic Bids where Certificate of Responsibility or statement indicating bid is under \$50,000.00 is not entered as response to required question will, not be considered.

4.02 **IRREGULARITIES:** The omission of any information requested on the Proposal Form may be considered as an informality, or irregularity, by the awarding public body when in their opinion the omitted information does not alter the amounts contained in the submitted bid proposal, or place other Bidders at a disadvantage.

4.03 **PROTEST:** Any protest must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening.

4.04 **ERRORS:** Any claim of error and request for release from bid must be delivered in writing to the Owner within twenty-four (24) hours after the bid opening. The Bidder shall subsequently and promptly provide sufficient documentation with the written request clearly proving an error was made. Failure to provide such documentation adequate to prove an error may result in forfeiture of Bid Security to the Owner.

- 4.05 **AWARD OF CONTRACT:** The Owner reserves the right to reject any or all bids. A Contract will be awarded (subject to receipt of an executable contract) on the basis of the lowest, responsive, responsible base bid, or lowest combination of base bid and those alternates selected by the Owner generally in the order listed unless a different order is determined to be in the best interest of the Using Agency and/or Owner and which produces a total within available funds. Where such bidder fails to enter into a contract, the Owner reserves the right to award to the next lowest responsive, responsible bidder or resolicit the project.
- 4.06 **FAILURE TO ENTER INTO A CONTRACT:** The Bidder shall forfeit the Bid Security to the Owner as liquidated damages for any of the following reasons:
- A. Prior to award, failure, or refusal, to furnish the names, classifications and COR #s of Sub-Contractors over Fifty Thousand Dollars (\$50,000.00) as well as entities who are to furnish materials or equipment fabricated to a special design within three (3) working days after receipt of Notice of Intent to Award the Contract.
 - B. Prior to award, failure, or refusal, to furnish substitute acceptable Sub-Contractors or entities within five (5) working days of when the Owner or Prime Professional has made reasonable objection to those initially submitted.
 - C. Following Notice of Award (subject to executable contract), failure, or refusal, to execute and deliver the Form of Agreement Between the Owner and the Contractor, the Performance and Payment Bond, and the Certificate of Insurance within ten (10) working days after receipt of same from the Professional.
- 4.07 **SECURITY FOR FAITHFUL PERFORMANCE:** Simultaneously, with delivery of the executed Contract, the Contractor will furnish a Surety Bond, or Bonds, as security for faithful performance, the payment of all persons performing labor on the project, and furnishing materials in connection with this Contract. The Surety on such Bond, or Bonds, will be a duly authorized surety company satisfactory to the Owner and meeting all of the following requirements:
- A. Licensed at the time of award by the State of Mississippi's Commissioner of Insurance for the purpose of providing surety. <https://www.mid.ms.gov> (or most up-to-date link)
 - B. Listed at the time of award in the Department of the Treasury's **Federal Register** as a company holding certificates of authority as acceptable sureties on Federal Bonds, commonly referred to as the Treasury List.
 - C. All Bonds shall be executed on the form provided in the Project Manual under Section 00 6100 entitled *Contract Bond*.
 - D. The Contract Bond shall be duly executed by the Bidder, a Surety licensed in Mississippi signed by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department OR signed by the Surety AND countersigned by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department with the name and address typed (or lettered legibly), and Surety Seal (preferably embossed). <https://www.mid.ms.gov> (or most up-to-date link)
 - E. All Bonds must be accompanied by an appropriate Power of Attorney dated same as Contract Bond and sealed (preferably embossed).

PART 5 - BIDDER'S CHECKLIST

The following checklist is for the Bidder's assistance only. It is not inclusive and does not have to be included with the Proposal Form when submitting a bid proposal.

- 5.01 **PROPOSAL FORM:** (only one original proposal form to be submitted)

Base Bid

(X) Write in the amount of the base bid in words and numbers. In the case of a conflict, the written word shall govern.

Alternates

(X) 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

OR (X) 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 (REQUIRED):

() 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

*** END OF SECTION ***

PROPOSAL FORM

To: City of Oxford
107 Courthouse Square
Oxford, Mississippi 38655

Re: Project # 2025-0022
Project Title FY Oxford Police Vehicle Equipment and Uplifting
Location 107 Courthouse Square, Oxford, MS 38655

I propose to complete all work in accordance with the Bid Specifications and Drawings within 45 consecutive calendar days for the sum of:

BASE BID: (Write in the amount of the base bid in words and numbers. In case of conflict, the written word governs.)

Words: One hundred seventy-seven thousand one hundred forty-four Dollars Figures:
(\$ 177,144)

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: _____

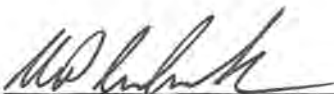
ADDENDA ACKNOWLEDGMENT:

No. _____ No. _____ No. _____

No. _____ No. _____ No. _____

ACCEPTANCE:

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature  Date November, 3rd 2025
Name and Title Matthew Sensibaugh Public Safety Sales
Name of Business Emergency Equipment Professionals Inc.
Address 6441 Hwy 51 N (mailing)
Address 1206 Nail Road Building A (physical)
City/State/Zip Code Horn Lake, MS 38637 County Desoto
Phone 662-342-7971 Fax 662-342-7251 Email msensibaugh@eeoproinc.com

■ **BIDDER'S CERTIFICATE OF RESPONSIBILITY NUMBER:** _____

■ **Mechanical / Plumbing / Electrical Contractors:**

Regarding said Divisions of the Specifications of the Owner's Standard Form of Agreement Between The Owner and The Contractor:

List any Mechanical/Plumbing and/or Electrical Sub-Contractors that will perform work of this contract, regardless of cost even for under \$50,000.00. COR must be included where sub-contract exceeds \$50,000.00. If no sub-contractor is listed, and such work is within scope of contract and over \$50,000.00, bidder's own COR classification(s) must be sufficient to self-perform any such work. If no sub-contractor is listed, then use of sub-contractor to perform such scope will not be permitted.

Mechanical Contractor: _____	Certificate of Responsibility No. _____
Plumbing Contractor: _____	Certificate of Responsibility No. _____
Electrical Contractor: _____	Certificate of Responsibility No. _____

**STANDARD FORM OF AGREEMENT BETWEEN
THE OWNER AND THE CONTRACTOR**

This Agreement made the 3rd day of November, 2025 between the Owner,

City of Oxford
107 Courthouse Square
Oxford, Mississippi 38655

and between the Contractor:

Business Name Emergency Equipment Professionals Inc.
Address 6441 Hwy 51 N
City/State/Zip Horn Lake, MS 38637 Phone: 662-342-7971 Fax: 662-342-7251 Email: msensibaugh@eeprinc.com

The Contractor is a (check and complete one of the following):

X ☒ CORPORATION or ☐ LLC solely organized and existing under the laws of the State of Mississippi and having its principal office in Horn Lake, Desoto,
Mississippi (City) (County)
(State)

 PARTNERSHIP of the following (list all partners):

 SOLE PROPRIETORSHIP

For the following Project: Oxford Police Vehicle Equipment and Uplifting

This Agreement entered into as of the day and year first written above:

OWNER:

By: _____
(Signature)

(Name and Title)

CONTRACTOR:

By: 
(Signature)

Matthew Sensibaugh Public Safety Sales
(Name and Title) (Name and Title)

APPROVED AS TO FORM:

By: _____
(Signature of Attorney)

THE OWNER AND THE CONTRACTOR AGREE AS SET FORTH IN PAGES ONE THROUGH THREE, ARTICLES ONE THROUGH FIVE, AS FOLLOWS:

ARTICLE 1: THE WORK AND CONTRACT DOCUMENTS

1.1.1 The Contractor will perform all the work required by the Contract Documents for the Project indicated above.

1.2 THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents which constitute the entire Agreement between the Owner and the Contractor, are enumerated as follows:

1.2.2 Project Manual dated 11/06/2025

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 one hundred seventy-seven thousand one hundred forty-four Dollars

(\$ 177,144). 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 than 45 calendar days from the date stated in the *Notice to Proceed*.

ARTICLE 4: PAYMENTS AND FINAL PAYMENTS

4.1 PROGRESS PAYMENTS

- 4.1.1 Based upon applications for payment submitted to the Professional by the Contractor and *Certificates for Payment* issued by the Professional, the Owner will make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents.

4.2 FINAL PAYMENT

- 4.2.1 Final payment constituting the entire balance of the Contract Sum will be paid by the Owner to the Contractor when the work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Professional and approved by the Owner.

ARTICLE 5: MISCELLANEOUS PROVISIONS

5.1 DEFINITION OF TERMS

- 5.1.1 Terms used in this Agreement which are defined in the General, Supplementary, and Special Conditions of the Contract will have the meanings designated in those Conditions.

5.2 CONTRACTOR'S INTEREST IN AGREEMENT

- 5.2.1 The Contractor will not assign, sublet, or transfer the interest in this Contract agreement without the written consent of the Owner. The Owner and Contractor hereby agree to the full performance of the covenants contained herein.

5.3 PROFESSIONAL

- 5.3.1 The Professional assigned to this Project is as follows:

Name Mark Levy, PLA, ASLA City of Oxford Project Manager
Address 107 Courthouse Square, Oxford, MS 38655
Telephone (662) 236-1206 Fax Number _____ E-Mail Address mlevy@oxfordms.net

*** END OF SECTION ***

CONTRACT BOND

I. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS: THAT Jeffery A. Kuntz
Principal, a Owner, residing at
504 Ross Road, Olive Branch, MS 38654, authorized to do business in the State of Mississippi
under the laws thereof, and Capitol Indemnity Corporations Surety, a corporation of the State
of Wisconsin, 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, Oblige, 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 Five Percent
Dollars (\$ 5%), 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 November 3rd, 2025, entered into a Contract with
the Owner for the following:
Oxford Police Vehicle Equipment and Upfitting

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 2670 Union Ave. Ext. Suite 100 Memphis TN 38112	CONTACT NAME: Riley Sullivan PHONE (A/C, No, Ext): 901-321-1000 E-MAIL ADDRESS: RSullivan@higginbotham.net	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : The Charter Oak Fire Insurance		25615
INSURER B : Travelers Property Casualty Company Of America		25674
INSURER C : The Travelers Indemnity Co of America		25666
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 1285473596 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		6308359X326	5/6/2025	5/6/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		8100N24970A	5/6/2025	5/6/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		CUP1J250044	5/6/2025	5/6/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	UB4K570445	5/6/2025	5/6/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Garagekeepers Liability		8100N24970A	5/6/2025	5/6/2026	Limit Comprehensive Collision \$5,000,000 per loc 1,000/2,500 max 1,000/per vehicle

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is named Additional Insured as respects the General Liability per form CGD144 02/19 "Blanket Additional Insured-Person or Organizations for Bodily Injury or Property Damage as Required by Written Contract or Agreement", and Automobile Liability per form CAT353 02/15 "Business Auto Extension Endorsement" as required by written contract executed prior to loss, subject to policy terms and conditions. Excess Liability is follow form. Waiver of Subrogation applies in favor of Certificate Holder as respects the General Liability per form CGD458 02/19 "XTEND Endorsement for Manufacturers and Wholesalers", Automobile Liability per form CAT353 02/15 "Business Auto Extension Endorsement", Workers Compensation per form WC000313 "Waiver of our Right to Recover from Others Endorsement", as required by written contract executed prior to loss, subject to policy terms and conditions. Excess Liability is follow form, subject to policy terms and conditions.
Bid for Project # 2024-0019
See Attached...

CERTIFICATE HOLDER CANCELLATION

City of Oxford FY 2026 Oxford Police Vehicle Equipment and Upfitting 107 Courthouse Square Oxford MS 38655	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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AGENCY CUSTOMER ID: EMERGEQUI

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Emergency Equipment Professionals, Inc. P.O. Box 1739 Southaven MS 38671	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Title Oxford Police Vehicle Equipment and Uplifting (REBID)
Using Agency Oxford Police Department

CERTIFICATE OF INSURANCE INSTRUCTIONS

1. The *Certificate of Insurance* is a tabulation of insurance required for this Project as specified in Article 11 entitled *Insurance and Bonds* in the General Conditions (AIA Document A201, Sixteenth Edition, 2017).
2. The *Certificate of Insurance* must be completed, certified by the original signature of a Mississippi Licensed Insurance Agent and/or countersignature, dated, and bound in each set of the Contract Documents. Insurance Companies providing coverage and Agent and/or Countersignature Agent must be approved by the Mississippi Insurance Department on their web at <https://www.mid.ms.gov> (or most up-to-date link). (Agent does not have to be on the MID web "for providers necessarily" – but must be an approved Agent on MID web. Easier to locate Agent at MID when name agrees with MID licensed name.)
3. Indicate Insured, Project, Companies providing coverage, policy numbers and policy periods in the blanks as applicable.
4. If the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" insurance is part of the Commercial General Liability Insurance Policy, or included by endorsement, indicate the policy number and period of the CGL policy in the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" blank spaces.
5. Automobile Liability Insurance may be provided which covers Bodily Injury and Property Damage in one (1) Combined Single Limit, or may be provided with separate minimum limits as shown on the Certificate of Insurance and specified in Article 11 of the Supplementary Conditions. The person signing the Certificate of Insurance should show which option the Contractor has selected by marking out the coverage that is not provided under the policies indicated.
6. OTHER INSURANCE (if required) will be indicated by typing in the "OTHER" block and detailed in Article 11 of the Supplementary Conditions.
7. CERTIFICATION wording may not be changed without specific written approval from the Owner (nor on any Owner documents even beyond Insurance Certificate).
8. "Riders", Binders, TBA, TBD, or other unsolicited attachments, are not allowed as part of the *Certificate of Insurance* unless specifically requested in writing by the Owner, or specified as part of the requirements for this Project (nor on any Owner documents even beyond Insurance Certificate).
9. CAUTION: The *Certificate of Insurance* is intended to be used for all Projects. The Contractor must provide all insurance specified in the Contract Documents for this Project, whether indicated on this form, or not. The Contractor must verify all insurance has been provided as required.
10. In accepting the Insurance Certificate by Owner, it would be helpful if some indication is given when, and if, the Provider is a Surplus Line Carrier, a Broker, or Self Insured (because they may not be on the MID web list referenced herein). (The Owner will have to ask MID (or know) at some point.)
11. The Workers Comp insurance provider must be approved and show up on the Workers Comp web at <http://www.mwcc.state.ms.us> / Services / Proof of Coverage Inquiry / accept / etc. and at the last step – enter the "contractor's name".

Note: Regarding #2 and #11. At the MID web – you enter the Surety Company / Provider / Agent. At the MWCC web – You enter the Vendor's name, then click on the policy number to see the MWCC Ins Provider.

*** END OF SECTION ***

AFFIDAVIT CERTIFYING

PAYMENT TO ALL SUBCONTRACTORS

Owner

I acknowledge that, pursuant to Miss. Code Ann. §31-5-25 and H.B. 1562, Laws of 2002, that I am required to submit monthly certification indicating payments to subcontractors on prior payment requests. I, the undersigned Contractor, do hereby certify that I have paid the following amounts to subcontractors for Work which has been performed and incorporated into previous Applications for Payment which were issued and payment received from the Owner on the project listed below. I understand that this document must be submitted on a monthly basis after the submittal, approval and payment of Application for Payment #1. I understand that the Owner reserves the right to require me, the undersigned, to provide verification of payment and/ or additional information.

Project Number: _____

Project Name: _____

Using Agency: _____

Subcontractor: NA Amount: \$ _____

Subcontractor: NA Amount: \$ _____

Subcontractor: NA Amount: \$ _____

Subcontractor: NA Amount: \$ _____

Subcontractor: NA Amount: \$ _____

Subcontractor: NA Amount: \$ _____

Subcontractor: NA Amount: \$ _____

Subcontractor: NA Amount: \$ _____

Subcontractor: NA Amount: \$ _____

Subcontractor: NA Amount: \$ _____

Subcontractor: NA Amount: \$ _____

Subcontractor: NA Amount: \$ _____

RD POLICE VEHICLE EQUIP. AND UPFITTING

5-0022

3E SQUARE

38655

6/25

00

EMERGENCY
EQUIPMENT
PROFESSIONALS
6441 HWY. 51 N
HORN LAKE, MS 38637

RECEIVED
NOV 06 2025

BY: DBD 10:10



THE CITY OF
OXFORD

MEMORANDUM

To: Board of Aldermen
From: Mark Levy
CC: Hollis Green, Seth Gaines, Mike Young
Date: November 18, 2025
Re: Consider contract for the playground equipment at Avent Park.

At the regular meeting on September 2, the Board of Aldermen approved the Avent Park Selection Committee's recommendation to accept the proposal from Planet Recess for the development of a new playground for children ages 5–12 at Avent Park.

Following the Board's approval, staff conducted a detailed review of the conceptual design. Minor adjustments were recommended to enhance ADA accessibility and to ensure that the final layout includes the most impactful and widely beneficial pieces of play equipment for park users.

Enclosed for the Board's consideration are the final playground design and the accompanying contract with Planet Recess. Staff respectfully requests approval to proceed with the project as outlined.

The project cost is \$500,000.00 which is included Oxford Park Commission FY26 budget. Construction is slated to begin in December with an expected completion in late March.

Enclosure (1)

City of Oxford Contract-Avent Park Playground-November 18, 2025



THE CITY OF
OXFORD

CONTRACT DOCUMENTS

Avent Park 5-12 Playground

**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

September 2025

REQUEST FOR PROPOSALS (RFP)

NOTICE is hereby given that the Mayor and the Board of Aldermen of the City of Oxford (hereinafter "the CITY) will receive written sealed proposals (RFP) until the hour of 11:00 o'clock A.M. local time on Tuesday, August 19th at Oxford City Hall, 107 Courthouse Square, Oxford, Mississippi 38655 for the removal of the existing playground and the construction of a new playground at Avent Park. Construction of the project shall including design, final grading, selection of playground equipment and structures, installation of playground equipment and structures, and installation of playground safety surfaces.

Documents, including the full Request for Proposal, Specifications and Exhibits may be obtained in hard copy or electronic format by visiting www.oxfordmsbids.com For questions regarding the website or obtaining documents, you may contact Plan House at 662-407-0193.

A non-mandatory, pre-Proposal Meeting will be held at Avent Park, 120 Park Drive, Oxford, MS at 1:00 p.m., Tuesday, August 5th. The Pre-Proposal Meeting will include a discussion of the plans, specifications, program requirements, Contract Documents, etc. The Pre-Proposal Meeting is not mandatory but all proposers are encouraged to attend.

Any questions should be directed in writing/email to the Executive Director of the Oxford Park Commission below prior to the deadline between the hours of 8:00a.m. and 4:00p.m. Monday through Thursday.

Oxford Park Commission

Executive Director
Attn: Seth Gaines
396 Price Street
Oxford, MS 38655
662-232-2380
seth@oxfordparkcomission.com

Interested firms may submit a digital copy online at www.oxfordmsbids.com OR a single hard copy of their response marked "Request for Proposals – Avent Park 5-12 Playground System to the City Clerk Office at Oxford City Hall on or before 11:00 a.m. on Tuesday, August 19th. Late submissions will not be accepted.

All hardcopies submittals shall have bid title, company name and address information, date and time of proposal specifications and Mississippi Certificate of Responsibility Number all clearly indicated on the outside of the sealed envelope or container. Submittals without this information will be rejected. The City of Oxford is not responsible for any submission delivery being delayed for any reason.

In order to be considered responsive, firms must submit, as a minimum, the following information to meet evaluation factors:

Design Approach and Materials (30%)- The playground design must prioritize safety, accessibility, and inclusivity for children ages 5 to 12, incorporating features that support active, imaginative, and social play. All structures must be constructed primarily from natural materials, with a creative design that complements and blends seamlessly with existing park and playground features. Proposed materials should be durable, weather-resistant, low-maintenance, and environmentally sustainable, while the layout must encourage age-appropriate physical challenges and engagement.

Technical factors (20%) – Proposal demonstrates a clear understanding of the scope of work and related objectives; proposal is complete and responsive to the specific RFP; past performance of the proposer's methodology has been documented showing experience in all-accessible playground concept, design,

construction, equipment, installation, usage through-put, particularly projects involving governmental agencies; and proposer's submission uses innovative technology and techniques.

Management factors (10%) – Proposal provides project management plan which demonstrates proposed scheduling timeline meet the needs of the city; project management plan, history and experience in performing the work on-time, on-budget and contract-compliant; proposal demonstrates availability of personnel, contracted personnel and subcontractors that will be available and dedicated to this project.

Price factors (40%) – Proposal can be evaluated based on relative price compared to other similarly scored proposals; comparative price must be adequately explained and documented; proposal demonstrates proposer's ability to obtain and provide required bonds, warranties or guarantees; and proposer demonstrates sufficient financial resources to meet its obligations.

The selection committee will deem the proposals as (a) acceptable; (b) potentially acceptable, which means reasonably susceptible of being made acceptable; or (c) unacceptable. Proposers whose submissions are unacceptable shall be notified promptly.

Discussions may be held with acceptable proposers to: (a) promote understanding of the city's requirements and the proposer's submission and (b) facilitate arriving at a contract that will be the most practicable and advantageous to the city, taking into consideration price and the other evaluation factors set forth in the RFP.

As determined by the Oxford Park Commission, a recommendation will be made to the Board of Aldermen, and an award will be made by the Mayor and Board of Alderman to the best and final proposal. The Board of Aldermen reserves the right to reject any and all proposals and to waive any irregularities or informalities not violative of statute or not affecting competitive selection.

CITY OF OXFORD, MISSISSIPPI

BY: Mark Levy

ASHLEY ATKINSON, City Clerk

Publish Dates: Jul 16, 2025 and July 23, 2024, in the Oxford Eagle

PROJECT SUBMISSION GUIDANCE

General Conditions

The Oxford Park Commission has determined that competitive, sealed Request for Proposals would be the most practicable and advantageous procurement method for this project where price alone is a secondary consideration to flexibility, proposer's relative abilities to perform (including degrees of technical or professional experience or expertise), weighing aesthetic values, conducting discussions with proposers concerning technical and price aspects of their proposals, comparative evaluation of differing price and contractual factors, quality factors that include technical and performance capability, content of the technical proposal, and where marketplace response provides not only a range of alternative proposals but evaluation and discussion of them before making the award.

This is a Request for Proposal (RFP) pertaining to the City of Oxford Mississippi, hereinafter referred to as "City". These requirements are for a Playground System for aged 5-12 at Avent Park, Oxford, Mississippi. The proposed playground must be able to support all requirements described in this RFP. Should a proposed playground not meet specifications in the RFP, each exception must be explained in detail, either immediately below the excepted paragraph, or in an attachment referencing each excepted paragraph, with each exception, describing in detail the proposed alternative solution must be provided. This RFP is intended to provide a standard with which to evaluate submitted alternative proposals for a playground and to allow vendor flexibility in proposing the most appropriate and cost-effective playground. The acceptance of a proposal does not obligate the City to purchase a playground from any vendor. The City reserves the right to reject all proposals and not make a selection. The City further reserves the right to negotiate with the proposers and contract with multiple proposers. In addition, the City may select a portion of the proposal for contract consideration. All costs for proposal preparation are the responsibility of the proposer. Proposals will be evaluated for completeness. Proposers are encouraged to submit their proposals as clearly and concisely as possible in order that a thorough evaluation can be made. The City of Oxford reserves the right to accept or reject any proposal for any reason if it is in the best interest of the City. Proposals must separate costs for the labor and materials. Discussions by the City may be conducted with representatives from companies who submit proposals determined to be reasonably susceptible of being selected for award, but proposals may be accepted without such discussions. Preference will be given based on the below evaluation factors in order of their relative importance:

Evaluation Criteria

Proposals will be evaluated based on the following factors using a percentage point system for each item:

Design Approach and Materials (30%)

The playground design must prioritize safety, accessibility, and inclusivity for children ages 5 to 12, incorporating features that support active, imaginative, and social play. All structures must be constructed primarily from natural materials, with a creative design that complements and blends seamlessly with existing park and playground features. Proposed materials should be durable, weather-resistant, low-maintenance, and environmentally sustainable, while the layout must encourage age-appropriate physical challenges and engagement.

Technical factors (20%)

Proposal demonstrates a clear understanding of the scope of work and related objectives; proposal is complete and responsive to the specific RFP; past performance of the proposer's methodology has been documented showing experience in all-accessible playground concept, design, construction, equipment, installation, usage through-put, particularly projects involving governmental agencies; and proposer's submission uses innovative technology and techniques.

Management factors (10%)

Proposal provides project management plan which demonstrates proposed scheduling timeline meet the needs of the city; project management plan, history and experience in performing the work on-time, on-budget and contract-compliant; proposal demonstrates availability of personnel, contracted personnel and subcontractors that will be available and dedicated to this project.

Price factors (40%)

Proposal can be evaluated based on relative price compared to other similarly scored proposals; comparative price must be adequately explained and documented; proposal demonstrates proposer's ability to obtain and provide required bonds, warranties or guarantees; and proposer demonstrates sufficient financial resources to meet its obligations.

Contact for Clarifications

All questions concerning this Request for Proposal must be in email to:

Contact Name: Seth Gaines

Mailing Address: 396 Price Street, Oxford, MS 38655 Number: 662-

Email Address: sethgaines@oxfordparkcommission.com

All questions regarding this RFP shall be submitted by email, to which a written email response will be provided by City of Oxford. No verbal questions will be entertained or answered. Electronic mail (email) is the only acceptable method for contact since it provides a record copy of the question and answer. Requests for clarifications should be emailed to the email address or mailed to the mailing address listed above. Answers to submitted questions will be emailed to all bidders with an email address on record. The email subject shall be: "Clarification: Avent Park Playground RFP". Owner will maintain a complete list of questions and answers. The City is not responsible for email that is either undelivered or delayed.

Submission of Proposals

All proposals to this RFP must be submitted to and received on or before 11:00 am, Tuesday August 19th. Digital submissions to www.oxfordmsbids.com is the preferred submittal method. Email submissions will not be considered. Sealed, hard copies are also acceptable, and may be received by:

City Clerk: Ashley Atkinson

Address: 107 Courthouse Square

Oxford, MS 38655

After submission, the proposals shall be considered public record. A Register of Proposals must be maintained by the City of Oxford and available to the public. Proposals received after the above- listed date and time will not be accepted. Proposals will not be accepted via fax or email. The proposal submitter shall bear all associated costs.

Number of Copies of Submitted Proposals

If you company chooses to submit a hard copy, please provide original and five (5) copies of the proposal including all attachments.

Tentative Project Schedule

Event	Date
Request for Proposal Advertised	July 16 and 23, 2025
Pre Proposal Meeting	Tuesday, August 5 th , 1:00 PM at Avent Park
Last Day for Questions/Clarification	Friday, August 8 th at 5:00 pm
Proposals Due to the City Clerk	Tuesday, August 26, 2025 at 11:00 am
Proposer presentations (if needed)	TBD
Purchase Decision	Tuesday, September 2, 205

Response Format

The format to be used for the proposal is provided in REQUIRED PROPOSAL FORMAT section of this RFP. Responses must be in this format to be considered. Each section/paragraph must be addressed with a response in the body of the document following that specification, question, or request for information. Information not in the body or additional information pertinent to a decision should be provided in an Appendix to the proposal, as necessary.

Modifications to, or omission of, any question in this required RFP format by the proposer MAY result in immediate rejection of that proposal. Noting an exception to any specification does not guarantee

agreement or acceptance by the City and may disqualify the proposed playground from consideration. Any exception must be noted and referenced immediately following the pertinent paragraph/section or in an Appendix to the proposal.

Preproposal Meeting

A non-mandatory, pre-Proposal Meeting will be held at the onsite at Avent Park, 120 Park Drive, Oxford, MS Time 1:00 p.m., August 5th, 2025. Remote participation will not be provided. The Pre-Proposal Meeting will include a discussion of the plans, specifications, program requirements, Contract Documents, etc. The Pre-Proposal Meeting is not mandatory but all proposers are encouraged to attend.

Jobsite Visit:

Date and Time: Schedule before August 5th, 2025

Location: The project is located at:

Avent Park Older Kids Playground Area

120 Park Drive, Oxford, Mississippi 38655

A jobsite visit is recommended but not required. Although in-person attendance of the Pre- Proposal Conference is not required, that meeting would be a good time to conduct the jobsite visit. Visits are intended to provide perspective and knowledge of the playground area. The park is open from dusk till dawn. Questions arising from the visits must be submitted in writing. The project site is limited to the existing older kids play area. See Exhibit "A" for outline of project area.

PROJECT SCOPE

The project "AVENT PARK AGES 5-12 PLAYGROUND SYSTEM", includes design, selection of playground equipment and structures, installation of playground equipment and structures, emplacement of playground safety surfaces and maintenance/replacement aspects.

The proposed playground is in the existing older kids' playground area at Avent Park. The approximate area within the fence is 7,652 square feet. There is existing playground made of natural products. The proposed design may remove and replace, repair and supplement, or any combination to achieve a safe, long-lasting result. The Oxford Park Commission Board would prefer for the playground material to be made of wood or other natural products. The selected contractor will be responsible for obtaining a survey and geotechnical report, if necessary. The selected contractor is also responsible for a written product list, maintenance plan, and AutoCAD based as-built layout. The proposed area for design can be viewed in Exhibit A.

The budget for this project shall not exceed \$500,000.00. Any proposals with a price over the budgeted amount shall be rejected.

Components/Inclusive amenities may include, but should not be limited to the following:

- Slides
- Swings
- Imaginative Play
- Shade
- Benches
- Fencing/gates
- Tunnels
- Wheel
- Chair Swing
- Ground Level merry-go-round

Equipment in this area should be designed to accommodate all ages 5 years old to 12-year-old.

Design considerations: Preference will be given to playground components that are made of wood or other natural products. Design will utilize existing access points and flow with existing fenced layout. New components shall ensure ease of maneuvering between playground components and equipment.

PROJECT REQUIREMENTS

The proposer shall furnish all materials and labor necessary to provide a complete playground as specified herein within the requirements of this RFP. It can encompass as much of this area as needed to meet the requirements specified. The playground construction area is to be maintained safely and securely at all times by the proposer. Successful bidder shall protect all areas of construction during the full length of the project.

PROPOSER REQUIREMENTS

1. Proposals submitted in response to this RFP shall be based on currently available equipment.
2. All equipment and materials proposed in response to this RFP shall be new, of a current manufacturing run, and provided in the manufacturer's original packaging.
3. Individual components and equipment types furnished in response to this RFP shall be the standard product of one or multiple manufacturers with the exception of any concrete needed.
4. The City reserves the right to withhold playground acceptance and final payment until completion of the installation. Completion of the installation shall be defined as completion of ALL related work to the playground.
5. The playground is to be installed fully by the successful proposer at the proposer's expense. The cost for any additional work that must be performed by others to complete the proposer's scope of work will be charged back to the proposer or deducted from that bidder's final payment.
6. Any damage or injury to the City's premises caused by the proposer, its employees, agents, or subcontractors shall be repaired at the proposer's expense.
7. This agreement shall not be assigned, nor shall the performance of the proposer duties be delegated, without prior written consent of the City.
8. Each proposer must provide a written guaranty signed by an authorized representative of the manufacturer insuring availability of parts and service for a minimum of ten (10) years from the date of acceptance by the City.
9. The contract award will only be awarded to the proposer licensed and certified to perform the work in the State of Mississippi or those states with which the City has reciprocal agreements. Selections will be based on the proposer's ability to do the work described in this RFP, in the opinion of the City.
10. NON-RESIDENT CONTRACTORS – When a non-resident contractor submits a bid or proposal for a Mississippi project, he shall attach there to a copy of his resident State's current law pertaining to such State's treatment of non-resident contractors as required by Miss. Code Anno. § 31-3-21 (1972 as amended).
11. Per state law, Miss. Code Ann. § 31-3-21 All proposals submitted for public projects where said proposal price exceeds Seventy-Five Thousand Dollars (\$75,000.00) shall contain on the outside or exterior of the envelope or container of such proposal the contractor's current Mississippi Certificate of Responsibility number, and NO bid shall be opened or considered unless there appears a statement on the outside or exterior of such envelope or container to the effect that the proposal enclosed therewith did not exceed Seventy-Five Thousand Dollars (\$75,000.00). Proposer name must match the name/company listed on the MS Certificate of Responsibility. Company name or individual name on Certificate of Responsibility must match the name on ALL required certifications, insurances, and licenses in this RFP.

EQUIPMENT AND SURFACING SPECIFICATIONS

1. Amenities to be included but not limited to: slides, swings, Imaginative Play, shade, benches, fencing/gates, tunnels, wheel chair swing, ground level merry-go-round.
2. Design considerations: The entire area must be ADAAG compliant. For mor information please visit <https://www.access-board.gov/ada/guides/chapter-10-play-areas/> . Please include a letter from the manufacturer referencing the playground area is ADAAG compliant with your RFP. Failure to submit this compliance letter will deem your RFP as non- responsive.
3. If the proposed equipment has elevated decking for access to slides or climbers then the tallest deck height must not exceed 192 inches above the surface
4. Wood or other natural material is the preferred material.

REQUIRED PROPOSAL FORMAT

The following paragraphs provide the format required for proposal submittal. All paragraphs are required, and the order and content cannot be changed as they serve as the minimum required for the proposal. Changing this format will disqualify the bidder. Additional information may be provided as Appendices to the proposal, as necessary.

Key Personnel

The City considers the qualifications and capability of the proposing company of critical importance. The successful proposer must become a partner with the City in the success of this playground's future. The successful proposal's staff must be accessible and knowledgeable of the playground proposal.

September 9, 2025

The proposer must also provide the following information on its company and key staff members and certify that each of these staff members speak fluent English:

Bidding Company Information.

Provide the following information on your company.

Proposing Company Name

Proposing Company Address

Proposing company Phone Numbers

Proposing Company History. As part of this history, indicate the number of years the company has been in business, as well as the number of years the business has operated under its current name. Only companies with at least a 10-year track record will be considered. This may be provided as an Appendix to the proposal. If an Appendix is used, it should be noted in this paragraph in the proposal (e.g., "Our company history is provided in Appendix D to this proposal.").

Proposing Company Website

Indicate the URL (web link) for the website. Or specify "none" if the company does not have a website.

Proposer Insurance

A "BID BOND" of 5%, or certified funds in the same amount, of the proposed price is required.

Worker's compensation coverage in accordance with the statutory requirements and limits of the State of Mississippi with a thirty (30) day cancellation clause.

The City of Oxford must be listed as an additional insured on proposer's General Liability Insurance for bodily injury and Property Damage Insurance in the amount of \$1,000,000.00 (One Million Dollars) per occurrence minimum coverage.

The successful proposer must provide a waiver of subrogation in favor of the City on general liability and workers compensation insurance.

The successful proposer shall supply the City with satisfactory proof of insurance required. The City shall be named on the certificate of insurance as an additional insured.

The successful proposer will be required to execute a performance bond and payment bond in the amount of 100% (one hundred percent) of the contract amount.

Bidding Company Requirements

Please include a copy of your State of Mississippi Certificate of Responsibility. License/Certificate must be in the name of the proposer. License/certificate must be in the name of all required certifications for the lead installer mentioned in the requirements below.

License/Certificate must have the specialty/sub categories of #1. Building Construction. #2. Install construction of specialties, furniture, and equipment. #3. Playground and Recreation equipment. Companies that are not licensed by the State of Mississippi to perform the installation of playground equipment will not be considered.

Proposer must be a certified installer of the manufacturer's product they are proposing. Certificates where the name listed does not match the name of the proposer will not be considered.

Proposer must be in good standing with the State of Mississippi as listed with the Secretary of State. Provide documentation to support with your proposal.

Proposer must be listed on the National Playground Contractors Association Inc.'s website as an Active/Qualified Contractor ACTIVE Membership only is not equal to Active/Qualified Contractor status.

Proposing Company Account Representative Information. This individual will serve as the award contact as well as the main contact for clarifications to this RFP. Provide the following information:

Rep name.

Rep Address.

Rep Email Address

Rep phone number(s)

Rep Qualifications

September 9, 2025

* Rep must be a Licensed Certified Playground Safety Inspector (CPSI) as recognized by the National Parks and Recreation Association. Provide certificate with your proposal.

Proposing Company Lead Installer – This individual will be responsible for the installation of the playground. Please provide the following information:

Installer Name
Installer Address.
Installer Email Address
Installer phone number(s)
Installer Qualifications

An installer who possess the qualifications below is preferred:

- Company or lead installer must be a factory trained certified installer of ALL of the equipment you are proposing. Provide all certificates with your proposal.
- Lead Installer must hold a valid Certificate of Achievement from the National Playground Contractors Association as completing the Recreation Installation Specialist Certification Course. Provide Certificate with your proposal.
- Lead Installer must be a Licensed Certified Playground Safety Inspector (CPSI) as recognized by the National Parks and Recreation Association. Provide certificate with your proposal.

Project Summary

Use this section to introduce the proposed playground solution. Summarize in words only the playground design and describe the equipment features. This section should enable anyone reading it to have a clear overall understanding of the proposed playground.

Proposed Playground

Provide a detailed description of the playground. This description must provide a complete and comprehensive description of the offered playground features and functionality. Omission of this material will disqualify a bidder. Top View drawing(2D) and 3-D color rendering must be shown here. Note: This information can be further outlined and detailed in the presentation to the owner if needed and requested. Provide a detailed description and timeline of the installation process.

Materials List

Provide a detailed list of the proposed materials with quantity and specifications. The materials list must be separated in the following categories:

Playground equipment. Whichever playground equipment manufacturer you are proposing they must possess the following criteria:

Must be an ISO 9001 certified company. Please provide documentation with your proposal.

Must be an ISO 14001 certified company. Please provide documentation with your proposal.

ALL products must be IPEMA certified as recognized by the International Playground Equipment Manufacturers Association. Provide documentation with your proposal.

The designer who designed the layout of the equipment must be a Licensed Certified Playground Safety Inspector (CPSI) as recognized by the National Parks and Recreation Association. Provide certificate with your proposal.

Playground Equipment Manufacturer's Insurance requirements.

- Worker's compensation and employer's liability of \$1,000,000.00 each occurrence and \$1,000,000.00 each employee.
- Umbrella Liability of \$10,000,000.00 each occurrence and Aggregate of \$10,000,000.00.
- Automobile Liability Combined Single Limit of \$1,000,000.00 and an Aggregate of \$10,000,000.00.
- Commercial General Liability of \$2,000,000.00 each occurrence AND

- \$300,000.00 damage to rented premises. \$2,000,000.00 Personal and ADV injury. \$4,000,000.00 General Aggregate. \$4,000,000.00 Products – Comp/OP AGG. \$50,000.00 SIR – Self Insured Retention.

Playground Surfacing - Whichever playground equipment manufacturer you are proposing they must possess the following criteria:

Provide quantity and specifications of all surfacing you are proposing.

If you are proposing any Poured In Place rubber surfacing, the product must have a 10 year warranty and ALL materials must be made within the USA. Provide documentation to support with your proposal. The product must be IPEMA certified. Provide the IPEMA certificate with your proposal.

Concrete used as a base (not footings) must be installed with the following criteria:

3000 lb mix at least 4 inches thick in all areas. Must be reinforced with wire mesh throughout. Light broom finish.

Compacted Stone used as a base must be installed at 4 inches thick in all areas.

Shade products. IF you are proposing any shade products then provide specifications per shade.

Pricing

Provide a total price of your proposal. You may use your own company quotation/ proposal sheet. The budget for this project is \$500,000.00 for design, installation, warranty, and as-builts. Any proposals received over the budgeted amount shall be rejected.

Past Performance

Provide at least 5 references of your company's projects. Each reference must contain the following information:

Project Name

Project Address

Main Contact's name

Main Contact's Number(s)

Project bid amount at the time of the bid.

Color image of the project. May be actual photo or 3D images.

Each reference must have been open to the public for at least two years with a proven track record of maintenance and durability in a public setting. Do not submit references on project that are less than two years old.

Warranties

Provide a complete description of all component warranties, terms and conditions.

After Purchase Maintenance

Provide any information concerning future maintenance options. This information should include any local companies who are certified to perform work on the completed proposed project.

PROPOSAL FORM

To: City of Oxford
107 Courthouse Square
Oxford, Mississippi 38655

Re: Project # 2025-0019
Project Title Aventura Park 5-12 yr. Playground System
Location 120 Park Drive, Oxford, MS 38655

I propose to complete all work in accordance with the Bid Specifications and Drawings by March 15, 2026 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: Five hundred thousand dollars and 00 cents

Dollars Figures: (\$500,000.00)

ALTERNATES: (Write in the amount of all of the alternates in words and numbers. In case of conflict, the written word governs.)

Alternate #1 ☐ Adds ☐ Deducts

Words: _____ 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. 2

No. _____

No. _____

ACCEPTANCE:

September 9, 2025

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature [Signature] Date NOV 7TH 2025

Name and Title: Treyvor McAdams, Owner

Name of Business Planet Recess, Inc

Address PO Box 78160 (mailing)

Address 13665 Brown Road (physical)

City/State/Zip Code 70837 East Baton Rouge Parish

Phone (225) 778-4700 Fax (225) 778-4703 Email info@planetrecess.com

■ **BIDDER'S CERTIFICATE OF RESPONSIBILITY NUMBER: 133454-SC**

■ **Mechanical / Plumbing / Electrical Contractors:**

Regarding said Divisions of the Specifications of the Owner's Standard Form of Agreement Between The Owner and The Contractor:

List any Mechanical/Plumbing and/or Electrical Sub-Contractors that will perform work of this contract, regardless of cost even for under \$50,000.00. COR must be included where sub-contract exceeds \$50,000.00. If no sub-contractor is listed, and such work is within scope of contract and over \$50,000.00, bidder's own COR classification(s) must be sufficient to self-perform any such work. If no sub-contractor is listed, then use of sub-contractor to perform such scope will not be permitted.

Mechanical Contractor: _____
Plumbing Contractor: _____
Electrical Contractor: _____

Certificate of Responsibility No. _____
Certificate of Responsibility No. _____
Certificate of Responsibility No. _____

September 9, 2025

STANDARD FORM OF AGREEMENT BETWEEN
THE OWNER AND THE CONTRACTOR

This Agreement made the 18th day of November, 2025 between the Owner,

City of Oxford
107 Courthouse Square
Oxford, Mississippi 38655

and between the Contractor:

Business Name: Planet Recess Inc.

Address: PO Box 78160

City/State/Zip Baton Rouge, LA 70837 Phone: (225) 778-4700 Fax: (225) 778-4703 Email: treynor@planetrecess.com

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
LOUISIANA and having its principal office in BATON ROUGE, EBRP
(State) (City) (County)

☐ PARTNERSHIP of the following (list all partners):

☐ SOLE PROPRIETORSHIP

For the following Project:

Avent Park 5-12 yr. Playground System

This Agreement entered into as of the day and year first written above:

OWNER:

By: _____
(Signature)

Robyn Tannehill, Mayor City of Oxford

CONTRACTOR:

By: _____
(Signature)

Treynor McAdams, Planet Recess Owner

APPROVED AS TO FORM:

By: _____
Ashley Atkinson, City Clerk

THE OWNER AND THE CONTRACTOR AGREE AS SET FORTH IN PAGES ONE THROUGH THREE, ARTICLES ONE THROUGH FIVE, AS
FOLLOWS:

September 9, 2025

1.1.1 The Contractor will perform all the work required by the Contract Documents for the Project indicated above.

1.2.1 The Contract Documents which constitute the entire Agreement between the Owner and the Contractor, are enumerated as follows:

SPECIFICATIONS

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 Five Hundred Thousand Dollars and Zero cents. (\$500,000.00). The Contract sum is determined as follows:

Base Bid		\$500,000.00
Modifications () Adds () Deducts		\$ _____
Negotiations		\$ _____
Alternate No. _____ () Adds () Deducts		\$ _____
Alternate No. _____ () Adds () Deducts		\$ _____
Alternate No. _____ () Adds () Deducts		\$ _____
Alternate No. _____ () Adds () Deducts		\$ _____
Alternate No. _____ () Adds () Deducts		\$ _____
Total Contract Sum		\$500,000.00

2.2 LIQUIDATED DAMAGES

- 2.2.1 The stipulated liquidated damages described in Paragraph 9.11 of the *Supplementary Conditions* are in the amount two hundred fifty dollars (\$250.00) 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 and allowable weather days, no later March 16, 2026

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 E-Mail Address mlevy@oxfordms.net

September 9, 2025

*** END OF SECTION ***

September 9, 2025

I. PREAMBLE

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)

(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.)

September 9, 2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321 CN102326389-FLEX-GAWU-23-24	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:														
INSURED FlexGround, LLC 2140 E Cedar St Tempe, AZ 85281-7430	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER B : Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER C : American Casualty Company Of Reading, Pa</td><td>20427</td></tr><tr><td>INSURER D : Transportation Insurance Co</td><td>20494</td></tr><tr><td>INSURER E : The Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER F : National Fire Insurance Co Of Hartford</td><td>20478</td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Evanston Insurance Company	35378	INSURER B : Continental Casualty Company	20443	INSURER C : American Casualty Company Of Reading, Pa	20427	INSURER D : Transportation Insurance Co	20494	INSURER E : The Continental Insurance Company	35289	INSURER F : National Fire Insurance Co Of Hartford	20478
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COVERAGES

CERTIFICATE NUMBER:

ATL-005695502-04

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SIR \$250,000 Per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			MKLVPBC002465	08/01/2025	08/01/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 POLICY AGGREGATE \$ 10,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			7039895527	08/01/2025	08/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./Coll. Ded.: \$2,000 \$
E	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0			7039984806 'RETENTION Umb Catastrophe \$25,000'	08/01/2025	08/01/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	7039895530 7039895544 7039918871 7039929062	08/01/2025 08/01/2025 08/01/2025 08/01/2025	08/01/2026 08/01/2026 08/01/2026 08/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Recess Planet Inc. is listed as additional insured via broad form vendors endorsement, when required by written contract. Coverage is subject to policy terms and conditions.

CERTIFICATE HOLDER

Planet Recess Inc.
PO Box 78160
Baton Rouge, LA 70837

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

John Whittle

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, LLC.		NAMED INSURED FlexGround, LLC 2140 E Cedar St Tempe, AZ 85281-7430
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation (Continued):

Carrier: Transportation Insurance Company
Policy Number: 7039918885 (OH, ND, WY, WA)
Dates: 08/01/2025 - 08/01/2026

Carrier: Continental Insurance Company
Policy Number: 7092684051 (CA)
Dates: 08/01/2025 - 08/01/2026

WC 7 39895530 - AL,CO,FL,GA,ID,IL,IN,KS,KY,MA,ME,MD,MI,MN,MO,MT,NV,NY,NC,OK,PA,SC,TN,TX,UT,VA
WC 7 39895544 - CA
WC 7 39918871 - AZ, OR, WI

☒ Check if Mississippi Licensed Agent
OR Countersign by Mississippi Licensed Agent

MID Lic #

September 9, 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

September 9, 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: AVENT PARK PLAYGROUND

Using Agency: PARK + RECREATION

Subcontractor: Flexground - Amount: \$ 29,000.00

Subcontractor: Ø 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: \$ _____

(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: _____

To Be Turned IN AS PROJECT PROGRESSES

TMC

September 9, 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.

September 9, 2025

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

September 9, 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.

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

Appendices

Avent Park 5-12 yr old Playground System

**120 Park Drive
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

September 2025

Appendix A

Planet Recess Proposal



PLANET RECESS™
PARK & PLAYGROUND EQUIPMENT



P.O. Box 78160
Baton Rouge, Louisiana
70837-8160

MS102095-25A
August 26th, 2025

Toll free - 800.344.6255
Local - 225.778.4700
Fax - 225.778.4703

QUOTATION

CONTACT: Seth Gaines - Dir of Parks & Recreation
PHONE: 662.232.2380
EMAIL: seth@oxfordparkcommission.com
SHIP TO: **AVENT PARK**
120 Park Drive
Oxford, Mississippi
38655



item	quantity	description	List/Unit price	extended price	discounted price
EQUIPMENT					
140-205089-3	1	BURKE Commercial Playground equipment		\$414,098.00	\$313,897.10
ID	1	ID Sculpture Characters & Climbers		\$85,495.00	\$70,000.00
fence	1	Wood Fence to mimic existing fence as needed		\$2,500.00	\$0.00
MOBILIZATION					
perf	1	Performance Bond		\$11,550.00	\$11,550.00
mob	1	Mobilization - occupy site - chain-link safety fence, restroom, dumpsters.		\$10,000.00	\$10,000.00
BORDERS AND SURFACING					
rock	1	Compacted Rock Base - under PIP path / road		\$5,000.00	\$3,200.00
surf	1	FlexGround Poured In Place Rubber - includes installation		\$32,121.00	\$26,000.00
surf	1	Engineered Woodfiber MULCH		\$7,612.00	\$5,000.00
FREIGHT					
frgt	1	Shipping to WI to OXFORD, MS - 3-4 semi-tractor trailers - BURKE		\$9,600.00	\$9,600.00
frgt	1	Shipping to CO to OXFORD, MS - 2 semi-tractor trailers - ID Sculpture		\$6,212.00	\$6,212.00
PROFESSIONAL INSTALLATION					
proins	1	Professional installation includes all tools, labor, and material needed to complete the project. This includes the Demolition, Fence work as needed, installation of the/footers for the ID Sculptures, final cleaning, and final punch list items. PARK READY FOR PUBLIC USE		\$98,612.00	HEAVY discount \$47,000.00

Thanks for the opportunity to submit this quote for your approval! Please note that Planet Recess Inc. implements a "Pay to Play" policy. Full payment required in order to use equipment or finished project.

President - Treynor McAdams
LA ST Contractor #37277 / MS ST Contractor # 13345 COR

\$682,800.00
Sub Total \$502,459.10
Sales Tax on Equipment: exempt
additional discount to meet RFP budget \$2,459.10
there are over \$182,800.00 in discounts for this project.
TOTAL \$500,000.00

Authorized Distributor For:

All purchase orders and checks to be made payable to :



Planet Recess, Inc.
P.O. Box 78160
Baton Rouge, LA 70837

**** WARNING:** Do not install any playground equipment over paved surfaces such as concrete or asphalt. The complete area, including the space under and around all playground equipment, must be covered with an impact-absorbing material. If professional installation is elected, customer is responsible for disposing of packing materials such as cardboard and bubble wrap after Planet Recess, Inc. has compacted it and set it aside in an orderly manner. Install site must be surveyed for underground utilities.

15% Cancellation Charge after signed P.O. Payment Terms: 50% down with order and balance in full upon delivery, PRI installation or Supervision. A credit application may be required. We are pleased to submit the above quotation for your consideration. Should you place an order, be assured that it will receive our prompt attention. Faxed copy deemed equivalent of original.

Any changes require that a new quote be issued. Quote Valid 30 days. By signing below, you are agreeing to the terms above. A formal purchase order may be required. Invoices should be paid in full within fifteen (15) days after receipt any invoice not paid within thirty (30) days of the invoice date shall bear interest at the rate of 1.5% per month until paid in full. The arrangement shall be deemed to be one on "open account".

This quote is for categorical purposes only. It does NOT reflect the Schedule Of Values (progress payment) to which Planet Recess would be invoicing the City of OXFORD. The TOTAL price is the same however, we would adhere to the Contract & payment terms issued by the City of OXFORD.

NAME

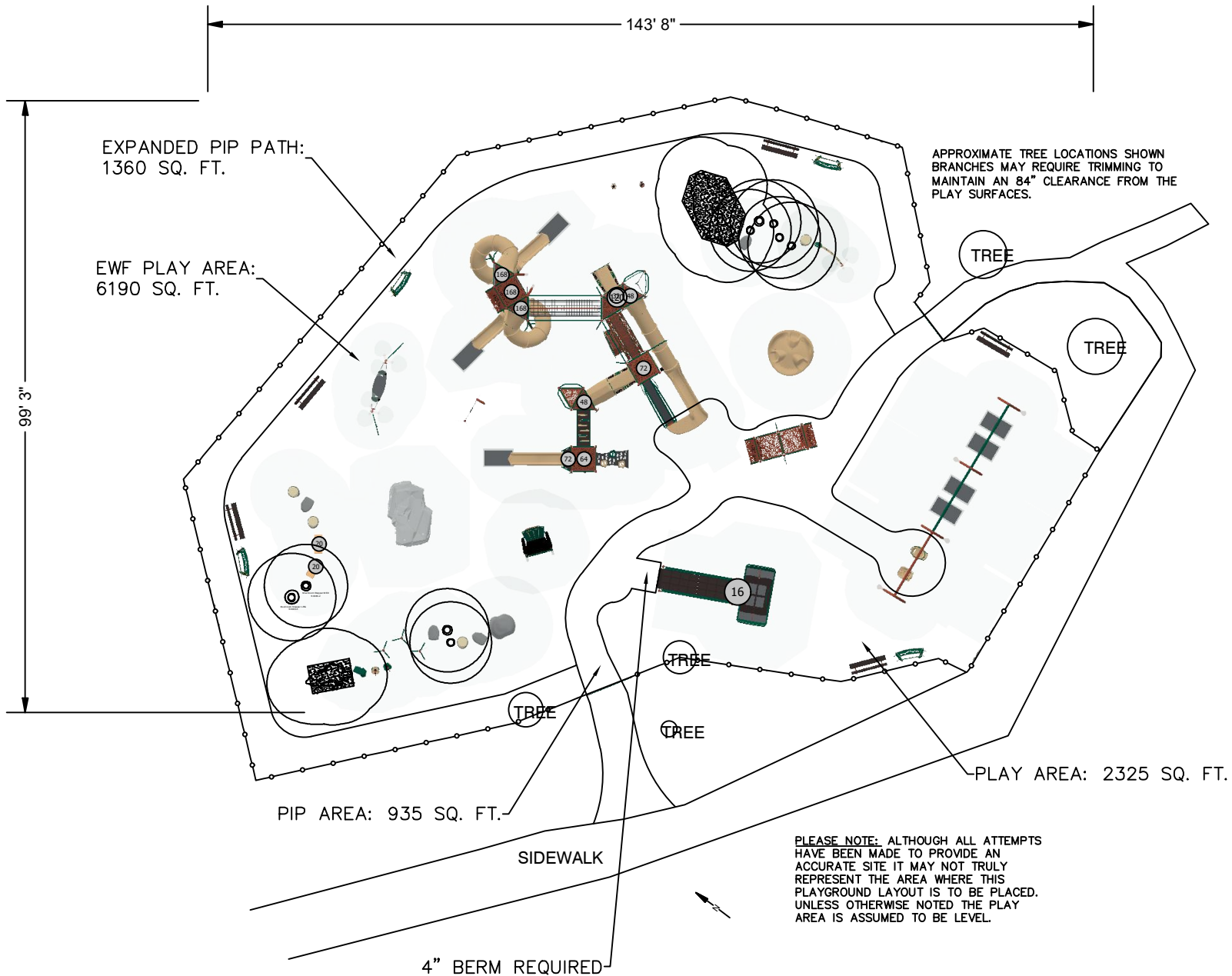
Position

Date

Planet Recess and "Slide around the World" logo are registered trademarks of Planet Recess Inc.

Appendix B

Approved Design



OVERALL BOUNDING OF USE ZONES

Area: 14252.7 sq.ft.
Perimeter: 485.7 ft.

STRUCTURE SIZE: 3"x143' 8"

POST SIZE(S): 3.5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
87	19 / 10	12 / 0	1 / 0	68 / 6	13 / 3

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

SERIES Burke Basics | Nucleus | Intensity | Synergy | GeoSculpt

GROUP:

NU-3607|Avec Glider|Serenity Spots|Stability, FS Panel, Nature Climbing|Overhead

DESIGNED FOR AGES:

5 to 12

Avent Park

Oxford, MS 38655-2909

Burke
PLAY THAT MOVES YOU

SITE PLAN VIEW

11/06/2025

Planet Recess

140-205089-7

Designer: Hunter Mielke

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCBURKE.COM

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

COLOR KEY

- REDWOOD
- GREEN
- TAN
- BLACK
- GREEN/TAN
- TAN/GREEN
- BROWN/TAN







Appendix C

Warranty Information



THE CITY OF
OXFORD

MEMORANDUM

To: Board of Aldermen
From: Mark Levy
CC: Hollis Green
Date: November 18, 2025
Re: Public Hearing Regarding Public Use of City Property Policy and Consider Resolution of the Same.

At the October work session, the Board reviewed and discussed a draft version of the proposed Building Use Policy. This policy is intended to serve as a guiding document for the public use of City-owned spaces. As outlined in the accompanying resolution, the purpose of the policy is to protect the health, safety, and welfare of all taxpayers while clarifying existing practices and promoting transparency in the use of municipal facilities.

A public hearing has been scheduled to receive community feedback on the draft policy. The goal of the hearing is to ensure that residents and stakeholders have the opportunity to comment prior to formal adoption. Following the public hearing, the Board will consider approval of the resolution and the implementation of the policy, much of which reflects current practical procedures already in place.

Enclosure (3)

Public Use of City Property Resolution

City of Property Use Guidelines

Appendix A City Property Access



City of Oxford

City Property Use Guidelines

(Adopted by the Mayor and Board of Aldermen, _____)

Public Use of City Property Resolution

Whereas, all municipal facilities are owned by the citizens of Oxford and exist to serve the public; and,

Whereas, the Mayor and Board of Aldermen, as stewards of these facilities, are entrusted with ensuring their safe, efficient, and responsible use; and,

Whereas, while public ownership is fundamental, certain facilities and operations must be restricted in order to protect the health, safety, and welfare of the public and to safeguard critical city functions; and

Whereas, these guidelines are intended to balance open access with necessary limitations, ensuring that taxpayer resources are used in the most efficient and effective manner possible.

Therefore, be it resolved that the Mayor and Board of Aldermen of the City of Oxford adopts this policy in the best interest of the public, to clarify the levels of access within city facilities, and to promote transparent and consistent use of municipal property.

Glossary of Terms

- **Full Access**
Public areas that are open to all individuals during posted hours. These areas must comply with all local, state, and federal codes, including accessibility requirements. Examples include public lobbies, meeting chambers, and community spaces.
- **Limited Access**
Areas open only to authorized individuals or groups, subject to rules or conditions set by the City. Public access may be granted under specific circumstances, but is not guaranteed. Examples include recreation fields by reservation, multipurpose rooms requiring permits.
- **Restricted Access**
Areas primarily intended for city operations or staff functions, where public entry is



THE CITY OF OXFORD

limited and controlled. Access may be granted on a case-by-case basis, with staff escort or prior approval. Examples include staff offices, file storage areas, or utility rooms.

- **No Access**

Areas that are closed to the public at all times due to safety, security, or operational necessity. Examples include mechanical rooms, IT server rooms, and evidence storage facilities.

Policy Provisions

1. **Appendix A – Allowable Uses of City-Owned Property**

Appendix A provides a listing of allowable uses for City-owned properties. This list is not exhaustive, as properties may be added or removed over time. Any City property not specifically identified in Appendix A shall be deemed **No Access** until such time as it has been reviewed and designated for use by the Mayor and Board of Aldermen. Appendix A may be amended as necessary to reflect the current status and availability of public property.

2. **Conflict Clause**

In the event of a conflict between these guidelines and any existing ordinance, regulation, or departmental policy, the stricter definition or standard shall apply.

3. **Public Availability**

These guidelines shall be made publicly available on the City's website and in hard copy at City Hall. Updated copies will be distributed to department heads and made available upon request.

4. **Contest of Use**

Any individual or organization wishing to contest an access determination or building use restriction may submit a written request to the City Clerk. The request will be scheduled for review by the Mayor and Board of Aldermen at a regular or specially called meeting. The decision of the Board shall be final.

5. **Authority to Amend**

The Mayor and Board of Aldermen reserve the right to amend, update, or repeal this policy at their discretion, whenever necessary to protect the public interest, promote efficient operations, or comply with changes in law

6. **Enforcement**

Any individual who violates the provisions of this policy will be issued a written warning and directed to leave the premises immediately. Failure to comply with this directive will result in prosecution for trespassing in accordance with Section 74-4 of the Code of Ordinances of the City of Oxford and applicable provisions of the



THE CITY OF
OXFORD

Mississippi Annotated Code. A second violation of this policy by the same individual shall constitute an immediate trespassing offense, subject to enforcement without the issuance of an additional warning.



APPENDIX A
CITY PROPERTY ACCESS

Appendix A
City Property Access

City Property	Address	Full Access	Limited Access	Restricted Access	No Access	Notes
Powerhouse	413 South 14th Street		X			
Arts Center Storage	413 South 14th Street			X		
City Hall	107 Courthouse Sq	X	X	X		Full access in front lobby and Visit Oxford ONLY. Second floor by appointment only. Must wear name identification in limited and restricted access areas.
Stone Park Pavilion	423 Washington Avenue	X	X			Reservations are available through the Oxford Park Commission.
Avent Park Pavilion	200 Park Drive	X	X			Reservations are available through the Oxford Park Commission.
Stone Rec Center	415 Washington Avenue	X	X			Reservations are available through the Oxford Park Commission.
Old OPC office	310 South 15th St.			X		
Building & Grounds Building	407 McElroy Dr.			X		Appointment ONLY.
Fire Station #1	399 McElroy Drive	X		X		Full access in front lobby. Appointment ONLY all areas outside of the front lobby.
Fire Station #3	139 Hwy 7 South			X		Appointment ONLY.
Fire Station #2	remove			X		Appointment ONLY.
Fire Station #4	200 Mall Drive			X		Appointment ONLY.
Rec Dept Warehouse	W/S South 15th St.			X		Appointment ONLY.
Control Building	5598 Hwy 7 South				X	
Chlorine House	5598 Hwy 7 South				X	
Sludge Bldg.	5598 Hwy 7 South				X	
Auxiliary Power Plant	5598 Hwy 7 South				X	
Fiberglass Sample House	5598 Hwy 7 South				X	
Storage Building	5598 Hwy 7 South				X	
Maintenance Building	5598 Hwy 7 South				X	
Return Sludge Pump	5598 Hwy 7 South				X	
Aerator Equip	5598 Hwy 7 South				X	
Scum Pump & Elec Panel	5598 Hwy 7 South				X	
Oxidation Ditch 1&2	5598 Hwy 7 South				X	
Water Wells	South 16th Street				X	
Industrial Park Water	572 CR 166				X	
Ind Park Water Plant	572 CR 166				X	
"Old" Activity Center	400 Price Street		X			All visitors must sign in prior to entering the building. Sign in will be located in the Ulysses "Coach" Howell Activity Center front desk.
Ulysses "Coach" Howell Activity Center	400 Price Street	X	X			Full access in the lobby and front desk area. All other areas require visitors to sign in prior to use. Refer to on-campus signage.
John Leslie Tennis Court Facility	400 Price Street	X	X			Schedule events take precedence over recreational play.
Tennis Court Restrooms	400 Price Street	X				
Oxford City Pool	220 Washington Avenue	X	X	X		Public is not allowed during reserved events. Restricted access to lifeguard room, mechanical, and pump rooms.
Water Plant	N/S Anderson Road				X	
City Water Wells	South 16th Street				X	
Water Plant Control House	405 McElroy Drive				X	
Water Well	McElroy Drive				X	
Development Services	715 Molly Barr Road	X	X	X		Lobby is full access. Conference rooms are limited access by reservation with Development Services Administrator. Offices are restricted access.
Police Station	9 Industrial Park Drive	X	X	X	X	Lobby is full access. Conference rooms are limited access by reservation with the Oxford Police Department. Offices are restricted access. Evidence, armory, mechanical, etc. are no access.
City Shop	737 Molly Barr Road			X		Public must be escorted by city employee.
City Street Dept.	719 Molly Barr Road			X		Public must be escorted by city employee.

City Property	Address	Full Access	Limited Access	Restricted Access	No Access	Notes
Development Services Annex	715 Molly Barr Road	X	X			Commission room and bathrooms are full access. Gym and offices are restricted access.
Playground Equip	202 Park Drive	X				
Oxford Utilities Office	300 McElroy Dr.	X				
Oxford Utilities Warehouse	300 A McElroy Dr.			X		
Conference Center	102 Ed Perry Blvd.	X	X	X		Lobby is full access. All conference rooms are by reservation ONLY. Mechanical and storage is restricted access.
Oxford Utilities Water Well	301 McElroy Drive				X	
Skate Park Pavilion	504 Bramlett	X				
Truck Storage	721 Molly Barr Road			X		
Oxford Utilities Pump House	502 1/2 Bramlett Blvd				X	
Oxford Utilities Pump House	100 C Anderson Rd				X	
Oxford Utilities Pump House	100 D Anderson Rd				X	
Oxford Utilities Pump House	572 1/2 CR 166				X	
Oxford Utilities Storage	572 1/3 CR 166				X	
Oxford Utilities Pump House	405 1/2 McElroy Dr				X	
Environmental Services Building/ Landfill	55 CR 3067		X	X		
Lamar Park Pavilion & Restrooms	315 Country Club Rd	X				
mTrade Park Office & Shop	328 Hwy 314		X	X		Appointment ONLY. Must be escorted by city employee.
Dugouts	328 Hwy 314	X				
mTrade Park Indoor Practice Facility	328 Hwy 314	X				
LQC Lamar Museum	616 North 14th Street	X				
Animal Resource Center	413 McElroy Drive	X	X	X		Lobby is full access. All offices, kennels, and storage are restricted access.
Bailey Branch Park	1215 Office park Drive	X				
Emergency Operations Center	397 Mcelroy Dr		X	X		
Pavilion	397 McElroy Dr	X				
Restrooms	1801 University Ave.	X		X		Restricted access in storage room.
Burns Belfry Museum	1801 University Ave.	X				
Auxiliary Building	710 Jackson Ave.				X	
Oxford Memorial Cemetery & Columbarium	426 North 16th Street	X				
Oxford Memorial Cemetery Shed	426 North 16th Street			X		Appointment ONLY. Must be escorted by a city employee.
Skipwith Cottage	Bramlett Blvd	X				
Thacker Park		X				
Rivers Hill Park		X				
Beacon Tank	North Lamar				X	
Downtown Tank	315 South 15th St				X	
Molly Barr Tank	Molly Barr Rd				X	
Caterpillar Tank	411 CR 101				X	
Whirlpool Tank	Kitchenaid Ln				X	
Exercise Park	Price Street	X				
Downtown Parking Garage	Jefferson Ave	X	X			Offices are limited access.



THE CITY OF
OXFORD

MEMORANDUM

To: Board of Aldermen
From: Mark Levy
CC: Hollis Green
Date: November 18, 2025
Re: Consider Change Order No. 5 from J.P. Corp for the City of Oxford Pool Improvement project.

Staff is requesting the Board's approval of Change Order No. 5 for the swimming pool project with J.P. Corp General Contractors. This change order reflects the final reconciliation of project allowances and accounts for latent conditions encountered during construction.

Following a detailed review of actual costs versus the established allowance amounts, the reconciliation results in a net deduct of \$15,361.84 from the contract. In practical terms, this represents a \$15,361.84 credit back to the City of Oxford.

Approval of this change order will adjust the total contract amount accordingly and allow project close-out activities to proceed.

Staff recommends approval.

Enclosure (1)

AIA G701 - Change Order No. 5 from J.P. Corp for the City of Oxford Pool Improvement project



November 7, 2025

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

RE: Change Order 05
City of Oxford Pool Improvements
Oxford, Mississippi

Dear Mayor Tannehill:

Please find attached Change Order 05 from J.P. Corp for your review and approval. Change Order 05 includes a deduct for \$15,361.84 to Contract in the amount for reconciliation of Allowance 2 – Signage, Allowance 3 – HVAC TAB, and Allowance 4 – Latent Conditions. This change order does not include additional days. Substantial Completion Date will remain unchanged.

Feel free to contact me should you have any questions.

Regards,

A handwritten signature in blue ink, appearing to read 'K. Shettles', is written over a horizontal line.

Kurt Shettles, AIA
President & CEO / Architect

KS:br

c: Mark Levy, City of Oxford
23034.530

**AIA**[®]**Document G701[®] – 2017****Change Order****PROJECT:** *(Name and address)*Oxford City Pool Improvements
220 Washington Avenue
Oxford, MS 38655**CONTRACT INFORMATION:**Contract For: General Construction
Date: 06-03-2024**CHANGE ORDER INFORMATION:**Change Order Number: 005
Date: 11-05-2025**OWNER:** *(Name and address)*

City of Oxford

107 Courthouse Square
Oxford, MS 38655**ARCHITECT:** *(Name and address)*McCart Architects Professional
Association
533 West Main Street
Tupelo, MS 38804**CONTRACTOR:** *(Name and address)*

J.P. Corp General Contractors

P.O. Box 115
Oxford, MS 38655**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.)*

Reconciliation of Allowance 2 -- Exterior signage. Original allowance = \$25,000

Signage = \$18,485 for total deduct / credit to Owner of (\$6,515.00)

Reconciliation of Allowance 3 -- HVAC TAB. Original allowance = \$10,000

TAB Costs = \$4,630 for total deduct / credit to Owner of (\$5,370.00)

Reconciliation of Allowance 4 - Latent Conditions. Original allowance = \$30,000

Kiddie pool removal = \$4,399.90

Temporary lagging wall support = \$9,130.00

Trap primers = \$6,041.60

Flooring Revisions & Gate Hardware = \$6,951.66

For total deduct / credit to Owner of (\$3,476.84)

Total Deduct = (\$15,361.84)

The original Contract Sum was

\$ 502,270.00

The net change by previously authorized Change Orders

\$ 191,740.23

The Contract Sum prior to this Change Order was

\$ 5,214,440.23

The Contract Sum will be decreased by this Change Order in the amount of

\$ (15,361.84)

The new Contract Sum including this Change Order will be

\$ 5,199,078.39

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**
ARCHITECT *(Signature)*BY: Kurt Shettles, President & CEO /
Architect*(Printed name, title, and license
number if required)*
CONTRACTOR *(Signature)*

BY: Josh Parker, Owner

*(Printed name and title)***OWNER** *(Signature)*

BY: Mayor Robyn Tannehill

(Printed name and title)

07 Nov 25

Date

11-07-2025

*Date**Date*AIA Document G701 – 2017. Copyright © 1979, 1987, 2000, 2001 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:59:42 CST on 11/07/2025 under Subscription No. 20250135591 which expires on 06/11/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents[®] Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.**User Notes:**



3200 HWY 45 NORTH, MERIDIAN, MS 39301
WWW.MITCHELLSIGNS.COM
 PHONE: 601-482-7471 • 1-800-467-7471

INVOICE

Customer: 3801
 Invoice #: 42229
 Invoice Date: 5/31/2025
 Page: 1

BILL TO:

OXFORD PUBLIC WORKS
 107 COURTHOUSE SQUARE
 OXFORD, MS 38655
 US

SHIP TO:

Oxford City Pool
 220 Washington Avenue
 Oxford, MS 38655
 US

SALES ORDER	PURCHASE ORDER	SALESPERSON	PAYMENT TERMS	DUE DATE
32416	Mark Levy	S104-GLENN BURNEY	NET30	6/30/2025

LINE	PART #	QUANTITY	UOM	UNIT PRICE	EXT PRICE
	DESCRIPTION				

Thank you for your purchase.

1	*BLDG* ENTRY RULES SIGN MFG/Install 36"H x 24"W x .080 Aluminum Panel Sign with Radius Corners and Holes for Mounting. Background Painted White. Letters and Border Vinyl to RAL 5019 Capri Blue	2.00		\$85.0000	\$170.00
2	*BLDG* LARGER RULES SIGN MFG/Install 48"H x 36"W x .080 Aluminum Panel Sign with Radius Corners and Holes for Mounting. Background Painted White. Letters and Border Vinyl to PMS P-126-5-C	2.00		\$305.0000	\$610.00
3	*BLDG* HOURS SIGN MFG/Install 12"H x 12"W x .080 Aluminum Panel with Radius Corners and Vinyl Graphics. Background Painted White. Letters and Border Vinyl to PMS P-126-5-C	2.00		\$85.0000	\$170.00
4	*BLDG* NO DIVING SIGN MFG/Install 18"H x 12"W x .080 Aluminum Panel with Radius Corners and Vinyl Graphics. Background Painted White. Letters and Border Vinyl to match PMS P-126-5-C	10.00		\$85.0000	\$850.00
5	*BLDG* NO RUNNING SIGN MFG/Install 18"H x 12"W x .080 Aluminum Panel with Radius Corners and Vinyl Graphics. Background Painted White. Letters and Border Vinyl to match PMS - P - 126 - 5 - C	10.00		\$85.0000	\$850.00
6	*BLDG* LIFE JACKET SIGN MFG/Install 18"H x 12"W x .080 Aluminum Panel with Radius Corners and Vinyl Graphics. Background Painted White. Letters and Border Vinyl to match PMS - P - 126 - 5 - C	2.00		\$85.0000	\$170.00
7	*BLDG* POOL EQUIPMENT SIGN MFG/Install 18"H x 12"W x .080 Aluminum Panel with Radius Corners and Vinyl Graphics. Background Painted White. Letters and Border Vinyl to match PMS-P-126-5-C	1.00		\$85.0000	\$85.00

	AMOUNT
Subtotal	2,905.00
Additional Charges	0.00
Taxes	0.00
Less Deposit Amount	.00
Total	\$2,905.00



3200 HWY 45 NORTH, MERIDIAN, MS 39301
WWW.MITCHELLSIGNS.COM
PHONE: 601-482-7471 • 1-800-467-7471

INVOICE

Customer: 3801
Invoice #: 42229
Invoice Date: 5/31/2025
Page: 2

BILL TO:

OXFORD PUBLIC WORKS
107 COURTHOUSE SQUARE
OXFORD, MS 38655
US

SHIP TO:

Oxford City Pool
220 Washington Avenue
Oxford, MS 38655
US

SALES ORDER	PURCHASE ORDER	SALESPERSON	PAYMENT TERMS	DUE DATE
32416	Mark Levy	S104-GLENN BURNEY	NET30	6/30/2025

LINE	PART #	QUANTITY	UOM	UNIT PRICE	EXT PRICE
	DESCRIPTION				



3200 HWY 45 NORTH, MERIDIAN, MS 39301
WWW.MITCHELLSIGNS.COM
PHONE: 601-482-7471 • 1-800-467-7471

INVOICE

Customer: 3801
Invoice #: 42748
Invoice Date: 8/22/2025
Page: 1

BILL TO:	SHIP TO:
OXFORD PUBLIC WORKS 107 COURTHOUSE SQUARE OXFORD, MS 38655 US	Oxford City Pool 220 Washington Avenue Oxford, MS 38655 US

SALES ORDER	PURCHASE ORDER	SALESPERSON	PAYMENT TERMS	DUE DATE
32416	Mark Levy	S104-GLENN BURNEY	NET30	9/21/2025

LINE	PART #	QUANTITY	UOM	UNIT PRICE	EXT PRICE
	DESCRIPTION				

Thank you for your purchase.

1	*BLDG* 12" CAST LETTERS to Read: Oxford City Pool MFG/Install 12" Cast Aluminum Letters Painted Drk. Bronze to read: "OXFORD CITY POOL"	2.00		\$3,750.0000	\$7,500.00
2	*BLDG* 6" CAST LETTERS to Read: Concessions MFG/Install 6" Cast Aluminum Letters Painted Drk Bronze to Read: "CONCESSIONS"	1.00		\$1,725.0000	\$1,725.00
3	*MISC* Mfg/Install: Custom Cast Plaque	1.00		\$6,355.0000	\$6,355.00

	AMOUNT
Subtotal	\$ 15,580.00
Additional Charges	\$ 0.00
Taxes	\$ 0.00
Less Deposit Amount	\$.00
Less Payments	\$.00
Total	\$ 15,580.00



ALLOWANCE #3

Upchurch Services LLC.
6894 Pasadena Dr.
Horn Lake, MS 38637
Phone: (901) 388-0333

May 20, 2025

JP Corp
Oxford City Pool
220 Washington Ave.
Oxford, MS 38655

Attn: Kelly Carpenter/Josh Parker

RE: Oxford City Pool Improvements – CHANGE ORDER #11 – Cost difference in test and balance (\$10,000.00 allowance vs cost \$4,630.00)

Upchurch is pleased to provide the following proposal for the above referenced project change in scope of work:

❖ **Deduct for difference in cost vs allowance for Test and Balance**

❖ **Total Cost Change Request #** **\$ (5,370.00)**

Exclusions / Clarifications:

- Overtime / Bonding / Permits
- Additional Roof/Wall/Floor Painting
- Asbestos and / or lead abatement
- Electrical / Fire protection / Life Safety
- Any work not specifically listed above.
- Terms – Net 30 Days

Accepted: The prices, specifications and conditions are accepted, and Upchurch is authorized to do the work as specified. This proposal is valid for 15 days provided there are no increases in supplier prices for services, materials, or equipment.

Authorized Signature

Matt Bozarth
Project Manager
Upchurch Services



ALLOWANCE #4

CHANGE ORDER REQUEST

CONTRACTOR:

J.P. Corp General Contractors
2411 S Lamar Blvd, Suite C
Oxford, MS 38655

COR # 2 rv.2

DATE 10/9/2024

PROJECT:

OXFORD CITY POOL IMPROVEMENTS

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
1	LS	Custom Dirt and Drainage - Additional site demo for excavation of existing hidden kiddie pool concrete. 15'x24' = 360 sf of concrete pool perimeter curb.	\$ 4,399.90	\$ 4,399.90

We would like to request 3 days added to current contract date.

WE AGREE hereby to make the change(s) specified above at this price \$ 4,399.90

G.C. Overhead and Profit at 15%

Taxes

Total Change Order Request \$ 4,399.90

Original Contract Amount	\$ 5,022,700.00
Contract Amount after approval of COR-1	
Revised Contract Total	Use Allowance

Kelly Carpenter, PM

10/9/2024

Your Name, Title

Date

Accepted - The above prices and specifications of this change order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature

Date of Acceptance

Custom Dirt & Drainage, LLC

609 County Road 102
Oxford, MS 38655
(662) 832-5637
customdirt drainage@gmail.com



Estimate

ADDRESS	ESTIMATE	091324 JPC Pool CO2
JP Corp.	DATE	09/13/2024
Oxford City Pool		
P.O. Box 115		
Oxford, MS 38655		
United States		

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
OXFORD CITY POOL - CHANGE ORDER 2	1	0.00	0.00
Concrete Haul Off 360 SF	360	2.85	1,026.00
Equipment Operator 16 HR \$55.00	16	55.00	880.00
Laborer	16	45.00	720.00
Supervisor	16	75.00	1,200.00
Subtotal =			3,826.00
Overhead and Profit =			573.90
	TAX		0.00
	TOTAL		\$4,399.90

Accepted By

Accepted Date



CHANGE ORDER REQUEST

CONTRACTOR:

J.P. Corp General Contractors
2411 S Lamar Blvd, Suite C
Oxford, MS 38655

COR # 3

DATE 10/2/2024

PROJECT:

OXFORD CITY POOL IMPROVEMENTS

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
1	LS	Custom Dirt and Drainage - Temporary Lagging wall - Stabilization of vertical wall. Wood retaining wall with tie backs 40' long x 8' high.	\$ 9,130.00	\$ 9,130.00

WE AGREE hereby to make the change(s) specified above at this price \$ 9,130.00

G.C. Overhead and Profit at 15%

Taxes

Total Change Order Request \$ 9,130.00

Original Contract Amount	\$ 5,022,700.00
Contract Amount after approval of COR-1	
Revised Contract Total	Use Allowance

Kelly Carpenter, PM

10/2/2024

Your Name, TitleDate

Accepted - The above prices and specifications of this change order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature

Date of Acceptance



CHANGE ORDER REQUEST

CONTRACTOR:
J.P. Corp General Contractors
2411 S Lamar Blvd, Suite C
Oxford, MS 38655

COR # 5
DATE 10/31/2024

PROJECT:
OXFORD CITY POOL IMPROVEMENTS

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
1	LS	Upchurch Services, LLC - Provide and install trap primers for floor drains and credit back for trap seals	\$ 6,041.60	\$ 6,041.60

WE AGREE hereby to make the change(s) specified above at this price \$ 6,041.60

G.C. Overhead and Profit at 15%

Taxes

Total Change Order Request \$ 6,041.60

Original Contract Amount	\$ 5,022,700.00
Contract Amount after approval of COR-1	
Revised Contract Total	Use Allowance

Kelly Carpenter, PM 10/31/2024
Your Name, Title Date

Accepted - The above prices and specifications of this change order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature
Date of Acceptance



Upchurch Services, LLC
1792 Dancy Blvd.
Horn Lake, MS 38637
Phone: (901) 388-0333
Fax: (662) 393-7775

October 18, 2024

JP Corp
220 Washington Ave.
Oxford, MS 38655

RE: Trap Primer Change Order – Quote #24-05-51

Upchurch Services is pleased to provide the following proposal for the above referenced project based on project plans dated April 26, 2024, with two (2) Addendums:

- Provide and install approximately 60 feet of trap primer feed lines for floor drains (credit back trap seals) as follows:
- Women's Ada small showers floor drain trap primer will be routed to lavatory in room 112
- Women's Ada floor drain trap primer in front of lavatory will be route to lavatory in women's room 114
- Men's Ada small showers floor drain trap primer will be routed to lavatory in room 108
- Men's Ada floor drain trap primer in front of lavatory will be routed to lavatory in men's room 106
- Cust Room 107 floor drain trap primer will be routed to S-1 in room 101
- Men's Room 106 floor drain trap primer will be routed to the left lavatory
- Concession Room 102 floor drain trap primer will be routed to S-1 sink in same room
- Family Restroom 110 floor drain trap primer will be routed to lavatory in room 110
- Women's Restroom 112 floor drain trap primer in front of lavatories will be routed to the right lavatory in same room
- Proposal includes necessary labor, miscellaneous material, permits, lifts, and startup to complete installation
- Proposal includes 1-year parts / labor warranty
- All work to be performed during normal business hours, Monday through Friday

Exclusions / Clarifications:

- Overtime / Bonding
- Seismic engineering or restraints
- Roofing / Flashing
- Roof/Wall/Floor Penetrations, Painting, or Patching
 - Required penetrations to be coordinated where needed
- Asbestos, Mold, and / or lead abatement
- Plumbing, including Condensate or Gas Piping unless specifically listed above
- Electrical / Fire protection / Life Safety
- Any work not specifically listed above
- Terms – Net 30 Days

○ Additional Installation Labor (48) hours @ \$ 85.00/hour	\$ 4,080.00
○ Project manager labor (3) hours at \$ 95.00/hour	\$ 285.00
○ 2 hours travel time (2) hours @ \$ 85.00/hour	\$ 170.00
○ <u>Material Cost</u>	<u>\$ 975.00</u>
○ Subtotal Cost	\$ 5,510.00
○ <u>16% Overhead/Profit</u>	<u>\$ 881.60</u>
○ Sub-Total Cost Change Request #02	\$ 6,391.60
	<u>Trap Seals Credit (\$ - 350.00)</u>

Total..... 6,041.60

Accepted: The prices, specifications and conditions are accepted, and Upchurch Services, LLC. is authorized to do the work as specified. This proposal is valid for 15 days provided there are no increases in supplier prices for services, materials, or equipment.

Authorized Signature

Trent Scott
Account Manager
Upchurch Services, LLC



CHANGE ORDER REQUEST

CONTRACTOR:

J.P. Corp General Contractors
2411 S Lamar Blvd, Suite C
Oxford, MS 38655

COR # 20

DATE 11/4/2025

PROJECT:

OXFORD CITY POOL IMPROVEMENTS

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
Resurface Floor and gate hardware				
1	LS	Acoustics - Repair Epoxy floor	\$ 25,997.46	\$ 25,997.46
1	LS	Acoustics - Credit Original Epoxy (TOTAL SHOWN ON SOV AND PAY APP)	\$ (15,192.00)	\$ (15,192.00)
1	LS	Acoustics - Credit staining floor	\$ (6,559.80)	\$ (6,559.80)
1	LS	Kimmel Door - Gate Hardware	\$ 2,706.00	\$ 2,706.00

WE AGREE hereby to make the change(s) specified above at this price \$ 6,951.66

G.C. Overhead and Profit at 0% when
using allowance \$ -

Taxes

Total Change Order Request \$ 6,951.66

Original Contract Amount	\$ 5,022,700.00
Revised Contract Amount after approval of PCO-17	\$ 5,210,542.38
Revised Contract Total	\$ 5,217,494.04

Kelly Carpenter, PM 11/4/2025

Your Name, Title Date

Accepted - The above prices and specifications of this change order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature

Date of Acceptance



Acoustics & Specialties, LLC

3929 Senator Street
MEMPHIS, TN 38118
PHONE 901-365-8450
FAX 901-365-8801

11/4/2025

Description:	Epoxy Flooring				
Company:	JP Corp	Project:	Oxford City Pool	Location:	Oxford, MS

Scope of Work	UOM		Unit Cost	Total Amount		Total
Materials & Miscellaneous						
				\$10,062.00		
Epoxy Material	1,720	SF	\$5.85	\$10,062.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
Total Materials				\$10,062.00		
Taxes (7%)				\$0.00		
Subtotal				\$10,062.00		\$10,062.00
Labor						
				\$12,349.60		
Grinding and Cleanup Labor	1,720	SF	\$4.00	\$6,880.00		
Epoxy Labor	1,720	SF	\$3.18	\$5,469.60		
				\$0.00		
				\$0.00		
				\$0.00		
Total Labor				\$12,349.60		
Subtotal				\$12,349.60		\$12,349.60
Equipment						
	0	Ea	\$0.00	\$0.00		
				\$0.00		
Total Equipment				\$0.00		
Taxes (7%)				\$0.00		
Subtotal				\$0.00		\$0.00
Subtotal						\$22,411.60
OH & P						\$3,585.86
					Total	\$25,997.46



Acoustics & Specialties, LLC

3929 Senator Street
MEMPHIS, TN 38118
PHONE 901-365-8450
FAX 901-365-8801

11/3/2025

Description:	Stained Concrete Credit				
Company:	JP Corp	Project:	Oxford City Pool	Location:	Oxford, MS

Scope of Work	UOM		Unit Cost	Total Amount		Total
Materials & Miscellaneous						
				(\$2,827.50)		
Stained Concete Material	-870	SF	\$3.25	(\$2,827.50)		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
Total Materials				(\$2,827.50)		
Taxes (7%)				\$0.00		
Subtotal				(\$2,827.50)		(\$2,827.50)
Labor						
				(\$2,827.50)		
Stained Concrete Labor	-870	SF	\$3.25	(\$2,827.50)		
				\$0.00		
				\$0.00		
				\$0.00		
				\$0.00		
Total Labor				(\$2,827.50)		
Subtotal				(\$2,827.50)		(\$2,827.50)
Equipment						
	0	Ea	\$0.00	\$0.00		
				\$0.00		
Total Equipment				\$0.00		
Taxes (7%)				\$0.00		
Subtotal				\$0.00		\$0.00
Subtotal						(\$5,655.00)
OH & P						(\$904.80)
					Total	(\$6,559.80)

Kimmell Door & Hardware

PO Box 599

Oakland, TN 38060

9012970846

kimmelldoor@gmail.com

Estimate



ADDRESS

JP Corp General Contractors

2411 S Lamar Blvd

Suite C

Oxford, MS 38655 USA

ESTIMATE #	DATE	EXPIRATION DATE
1986-2	11/03/2025	12/31/2025

DATE	DESCRIPTION	QTY	RATE	AMOUNT
10/15/2025	Labor	8	125.00	1,000.00
	Travel	2	125.00	250.00
	M62FG-B-D-SASM Mag lock	1	769.00	769.00
	FMK-SW "Z" bracket kit	1	151.00	151.00
	Power Supply	1	386.00	386.00
	Wire, misc. connectors	1	150.00	150.00

Quote to supply and install magnetic lock, power supply, and Z bracket at Oxford City Pool gate. Will reuse existing key switch.

SUBTOTAL 2,706.00

TAX 0.00

TOTAL **\$2,706.00**

Accepted By

Accepted Date

When Quality Counts, Call Kimmell

9012970846

Kimmelldoor@gmail.com

Oakland, TN

METAL FRAMING • DRYWALL
INSULATION • ACOUSTICAL CEILINGS
RAISED ACCESS FLOORING
FULL SERVICE GENERAL CONTRACTING



PHONE (901) 365-8450
FAX (901) 365-8801
ACOUSTICSANDSPECIALTIES.COM

ACOUSTICS & SPECIALTIES, LLC

3929 SENATOR STREET
MEMPHIS, TN 38118

PROJECT: Oxford City Pool
LOCATION: 220 WASHINGTON AVE., OXFORD, MS 38655
OWNER: CITY OF OXFORD
GENERAL
CONTRACTOR: J.P. CORP GENERAL CONTRACTORS

We, ACOUSTICS & SPECIALTIES, LLC., subcontractor for JP CORP, do plan to start Epoxy Flooring on or around 11-20-25.

FOR: Acoustics and Specialties, LLC
(Subcontractor)
BY: _____
James Anderson
TITLE: Project Manager
DATE: 11-4-25

10/10/2025

RE: Oxford City Pool Improvements – Epoxy Floors

Thank you for allowing SWR to present this proposal. We intend to provide all Labor, Material, Equipment, Supervision, Safety Inspections, Quality Inspections, Project Management and daily clean up in order to perform the following scopes of work for the price listed below.

We include section 099600 – High Performance Coatings at the following locations:

- Epoxy coating at restroom floors (rework)
- Includes single shower floors in private restrooms (rework)
- Includes cove base at restrooms and showers
- Includes rooms previously stained
- All pricing is based on Resuflor

We exclude the following from the above scope of work:

- Any base at the stained floor areas
- Any overtime work

We offer full credit for the original epoxy floor of (\$15,190.00.)

To include Resuflor epoxy for restrooms & showers (rework), add the sum of \$22,805.00.

To include Resuflor epoxy for stained areas, add the sum of \$18,605.00.

We also exclude any bond costs, sales tax, or MPC costs.
Our Performance & Payments bond rate is 0.75%

MS COR# 18715-SC

This estimate is good for 30 days.

**INCLUDED IN CHANGE
ORDER BACK UP TO
SHOW WE GOT
MULTIPLE QUOTES**

2701 Union Ave. Ext. – Suite G101 – Memphis, TN 38112 Ph. 901-454-6531 Fax 901-454-6532

Waterproofing • Masonry New/Restoration • Concrete Restoration • Windows New/Restoration
Floor and Wall Coatings • Carbon Fiber Strengthening • EIFS • Roofing • Metal Restoration

Qualifications to this Proposal

- 1. All water will be provided by the customer.*
- 2. All power will be provided by the customer.*
- 3. Power lines deemed too close to the work area shall be covered and or protected by the owner at no expense to the Structural Waterproofing and Restoration, LLC.*

If you have any questions or comments, please feel free to contact Jamie Myers at (601)717-2041.

Respectfully,

James T. Myers
Cc: Michael W. Kennedy
Structural Waterproofing and Restoration, LLC

Contract Terms and General Conditions

1. **CHANGES IN THE WORK.** It is understood that the type of work called for in this Agreement may require changes as the work progresses. Contractor can perform changes in the work (including changes requested by Customer) only after consultation with the Customer, and execution of a written agreement covering the changes in the scope of the work including any changes in Contract Price and time for performance.
2. **PAYMENT TERMS.** Payment of the Contract Price shall be made monthly upon receipt of an invoice for a portion of the Work performed during that month. If any invoice remains unpaid to the 30th day following receipt by Customer, Customer agrees to pay Contractor interest at the rate of ten percent (10%) per month from the due date until paid.
3. **TAXES.** Contractor's price includes applicable taxes imposed on the work or materials included in this contract to the extent required by law to be collected by Contractor. Such taxes may be separately itemized on invoices.
4. **SECURITY FOR PAYMENT.** Customer understands that if Contractor is not paid it can assert a lien against the property. Contractor can issue waivers of its lien rights only to the extent it receives payment.
5. **DELAYS AND CLAIMS.**
 - A. **Liability Only for Acts Within Contractor's Control.** Contractor will be excused and will not be liable for any damages, whether direct, incidental, or consequential, for any delay or failure in performance (including but not limited to delays due to strikes, fires, accidents, acts of God and delays in performance by Contractor's suppliers and carriers) except to the extent caused by, or within the direct control of Contractor.
 - B. **Notice of Claims, When.** Any claims by Customer against Contractor must be presented in writing with particulars to Contractor within twenty days after they arise; otherwise, Contractor shall have no responsibility or liability for such claims.
6. **INSURANCE AND INDEMNIFICATION.**
 - A. Customer shall purchase and maintain property insurance on its property and liability insurance to cover the acts or omissions of its agents and employees at the Site.
 - B. Contractor maintains insurance.
 - C. Contractor agrees to indemnify Customer from any loss, damage, or expense which Customer suffers as a result of claims asserted against Customer by third parties (including Contractor's employees) which arise out of Contractor's work at the Site, to the extent caused by the negligent acts or omissions of Contractor or anyone for whom Contractor is responsible. Customer agrees to indemnify Contractor for any loss, damage, or expense, which Contractor suffers as a result of claims asserted against Contractor by third parties (including Customer's employees) which arise out of Customer's activities at the Site, to the extent caused by the negligent acts or omissions of Customer or anyone for whom Customer is responsible.
7. **LIMITED WARRANTY AND EXCLUSIVE REMEDIES.**
 - A. **Workmanship.** For a period of one year from the date of substantial completion of Contractor's Work covered hereby, Contractor warrants that it will promptly repair or replace any improper or defective workmanship performed by Contractor under this contract; provided that Contractor has been paid for all work performed, and Contractor has received written notice from Customer of any such defective workmanship within 20 days after Customer first becomes aware thereof (provided such is within the aforesaid one-year period). Contractor will not pay for any inspections or repairs performed by others prior to receipt of notice and a reasonable opportunity to make repairs, if warranted.
 - B. **Warranty on Materials.** Contractor warrants that it will use only new materials unless specified otherwise in this Contract and will deliver to Customer standard warranties as issued by the manufacturer of the materials, if

available. Contractor shall have no obligation under any such manufacturer's warranty and shall not be required to seek changes to terms of such standard warranties.

C. Disclaimer of Other Warranties. THE PROVISIONS IN PARAGRAPHS A AND B ARE THE EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER AND ARE EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

D. Mold Exclusion. Contractor specifically excludes from any and all warranties connected with this Work any warranty against the growth, infestation or spread of mold, mildew, or other fungal, bacterial, or biological substances however caused.

8. OBLIGATIONS OF CUSTOMER AT SITE OF WORK

A. Site Conditions. For work performed by Contractor at the site, Customer shall provide without charge to Contractor (i) sufficient and proper space for handling and storing the materials and equipment of Contractor; (ii) sufficient power and water for the performance of the Work; (iii) removal of all obstructions to performing the Work as economically as possible

B. Unanticipated Conditions. If Contractor encounters unanticipated conditions or structural features, not reasonably ascertainable upon such inspection or testing as was allowed by Customer, Contractor will so advise Customer, and the parties will work out a mutually acceptable adjustment to the Work, the Contract Price, and the time of completion prior to continuation of the work.

C. Asbestos, Lead, Mold and PCB. Contractor specifically excludes the abatement of any hazardous material, including but not limited to asbestos, lead, mold, or polychlorinated biphenyl ("PCB"). Customer warrants that the Work will not expose Contractor's workers or any other persons to contact with or exposure to such substances. If Contractor encounters material reasonably believed to be asbestos, lead mold or PCB or other hazardous substance which has not been rendered harmless, Contractor shall immediately stop Work in the area affected and report the condition to the Customer. The Work in the affected area shall not thereafter be resumed except by written agreement of the Customer and Contractor. The Work in the affected area shall be resumed in the absence of such hazardous substance, or when it has been rendered harmless and so agreed in writing by the Customer and Contractor. All cost of testing for, removal of, or to render asbestos, lead, mold or PCB harmless, shall be born by Customer.

9. DEFAULT BY CUSTOMER. If Customer fails, or is unable for any reason to make any payment when due, or prevents Contractor from completing its Work in a timely and uninterrupted manner, or fails to comply with any term, condition or provision of this Contract, Contractor may resort to any remedy available to it by this Contract, or by law.

10. REMEDIES OF CONTRACTOR. In case of any default by Customer, including but not limited to failure to make timely payment, Contractor may, after reasonable notice and opportunity to cure, which need not exceed seven (7) days; (a) suspend all work at the site (b) demand payment of the contract price, less a sum equal to Contractor's cost of any labor and materials not yet furnished or ordered. (c) remove its equipment and any unused material from the Premises. (d) terminate the contract and demand payments referred to in item (b) above and. (e) pursue such other or additional remedies as may be provided by law.

11. DISPUTE RESOLUTION. The parties shall attempt to resolve disputes between themselves, using more senior officials of their respective organizations if necessary, and prior to the institution of any legal action. They agree to meet with a mutually agreeable or, upon mutual application, court appointed mediator for a minimum of one five-hour session. In any such dispute resolution, each party shall bear their own expenses. In the event of any legal action to enforce the terms of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees from the other.



12. **HOURS OF WORK.** Contractor is obligated to perform the Work only during its regular working hours and has no responsibility to work beyond such regular hours. All times beyond regular hours which is required by Customer shall be paid for by Customer in addition to the contract price. at applicable premium rates of pay.
13. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between the parties. No representations, statements, correspondence or discussions between Contractor and Customer or Customer's Representative shall be a part of this Contract unless specifically referred to in this Contract.
14. **MODIFICATION.** No waiver, alteration or modification of the terms and conditions of this Contract shall be binding unless said waiver, alteration or modification be in writing and signed by a duly authorized representative of each party.

Acceptance: By signing this proposal, the Purchaser accepts as a binding contract all its terms and conditions, including the General Conditions and the Special Conditions on this page and all Continuation Pages of this proposal. This Proposal shall expire automatically unless the above-named purchaser delivers a copy of this Proposal, duly signed by it, to Structural Waterproofing and Restoration, LLC on or before the 30th day of the date hereof. No modification by Purchaser to this Proposal, or to the General Conditions, shall become a part of the contract unless specifically agreed to in writing by Structural Waterproofing and Restoration, LLC, and shall automatically make this Proposal void and of no effect.

Date: _____

Structural Waterproofing and Restoration, LLC

Purchaser: _____

By: _____

By: _____

Michael W. Kennedy, President



MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

CC: Hollis Green, COO / Rob Neely, P.E., General Manager, Oxford Utilities

Date: November 18, 2025

Re: Approve Low Bid, Hwy 314/Gus Booker Road Sewer Extension Project

On November 4, 2025, bids were opened and read aloud for the above-captioned project. The low bidder was ENSCOR, LLC of Arlington, TN in the amount of **\$318,975.00**. This project will extend sewer into an annexed area previously not served by city sanitary sewer services.

Engineering recommends the low bid be accepted.

TABULATION OF BIDS 11/4/25 10 AM HWY 314/ GUS BOOKER ROAD SEWER EXTENSION PROJECT NO. ENG4Q25-SS1				ENSCOR, LLC 5566 Commander Dr Arlington, TN 38002		A&B Construction 8035 Hwy 6 W Pontotoc, MS 38863		M&N Excavators PO Box Booneville, MS 38829		Eubank Construction Company 2011 North Second Street Booneville, MS 38829	
No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
1	Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 26,500.00	\$ 26,500.00	\$ 7,659.30	\$ 7,659.30	\$ 15,000.00	\$ 15,000.00
2	Sewer Manhole (0-8' depth)	7	Each	6,650.00	\$ 46,550.00	8,400.00	\$ 58,800.00	5,848.92	\$ 40,942.44	6,000.00	\$ 42,000.00
3	8" SDR-26 PVC (0-8' depth)	1190	Lin. Ft.	85.00	\$ 101,150.00	86.50	\$ 102,935.00	40.23	\$ 47,873.70	98.00	\$ 116,620.00
4	Crushed Stone, 610 or ¾" & Down	600	Ton	60.00	\$ 36,000.00	102.00	\$ 61,200.00	87.73	\$ 52,638.00	85.00	\$ 51,000.00
5	Select Borrow Material (FM)	1200	Cu. Yd.	20.00	\$ 24,000.00	57.00	\$ 68,400.00	31.33	\$ 37,596.00	25.00	\$ 30,000.00
6	Excess Excavation (FM)	1200	Cu. Yd.	12.00	\$ 14,400.00	26.00	\$ 31,200.00	27.85	\$ 33,420.00	15.00	\$ 18,000.00
7	Hot Mix Asphalt (9.5mm ST)	250	Tons	247.50	\$ 61,875.00	400.00	\$ 100,000.00	327.52	\$ 81,880.00	225.00	\$ 56,250.00
8	Traffic Control	1	Lump Sum	5,000.00	\$ 5,000.00	30,000.00	\$ 30,000.00	4,177.80	\$ 4,177.80	25,000.00	\$ 25,000.00
	Total Base Bid				\$ 298,975.00		\$ 479,035.00		\$ 306,187.24		\$ 353,870.00
	Add Alternate										
1A	Directional Poly Bore along Hwy 314	1	Lump Sum	20,000.00	\$ 20,000.00	25,000.00	\$ 43,250.00	50,892.06	\$ 50,892.06	(5,798.00)	\$ (5,798.00)
	Total Bid (Base + Add Alternate)				\$ 318,975.00		\$ 522,285.00		\$ 357,079.30		\$ 348,072.00

				ALLTERRA CONSTRUCTION, LLC 210 INDUSTRIAL DRIVE Pontotoc, MS 38863		REV CONSTRUCTION, INC 5801 GROVER BURCHFIELD DR Tuscaloosa, AL 35401	
No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 19,000.00	\$ 19,000.00
2	Sewer Manhole (0-8' depth)	7	Each	9,750.00	\$ 68,250.00	6,600.00	\$ 46,200.00
3	8" SDR-26 PVC (0-8' depth)	1190	Lin. Ft.	273.00	\$ 324,870.00	120.00	\$ 142,800.00
4	Crushed Stone, 610 or ¾" & Down	600	Ton	67.00	\$ 40,200.00	50.00	\$ 30,000.00
5	Select Borrow Material (FM)	1200	Cu. Yd.	21.00	\$ 25,200.00	15.00	\$ 18,000.00
6	Excess Excavation (FM)	1200	Cu. Yd.	21.00	\$ 25,200.00	6.00	\$ 7,200.00
7	Hot Mix Asphalt (9.5mm ST)	250	Tons	280.00	\$ 70,000.00	300.00	\$ 75,000.00
8	Traffic Control	1	Lump Sum	20,500.00	\$ 20,500.00	60,000.00	\$ 60,000.00
	Total Base Bid				\$ 589,220.00		\$ 398,200.00
	Add Alternate						
1A	Directional Poly Bore along Hwy 314	1	Lump Sum	-9,750.00	\$ (9,750.00)	38,800.00	\$ 38,800.00
	Total Bid (Base + Add Alternate)				\$ 579,470.00		\$ 437,000.00



Norman S. Nichols

Norman S. Nichols, PE 11-04-25
Assist. City Engineer



MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

CC: Hollis Green, COO

Date: November 18, 2025

Re: Request Date for a Public Hearing for the Proposed Pegues Road Extension Project, Commonwealth Boulevard to University Avenue

In conjunction with the Mississippi Department of Transportation (MDOT), Engineering requests a date for a public hearing be set for the week of either December 8th, 2025 or December 15th, 2025 for the above-captioned project. At the public hearing, preliminary maps of the project route would be displayed to allow for public viewing and comment. The property owners adjacent to the proposed route would be contacted beforehand and specifically invited to attend. The public hearing would need to advertise in a local newspaper for a minimum period of 2 weeks prior to the hearing in accordance with MDOT / FHWA regulations. City of Oxford and MDOT engineers would be present at the meeting to hear and address any citizen questions and/or concerns. Please note, the public hearing is required as part of the project's environmental evaluation process.



MEMORANDUM

To: Robyn Tannehill, Mayor, & Board of Aldermen

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

CC: Hollis Green, COO

Date: November 18, 2025

Re: Request Release of Performance Bond 2336667,
Oxford Farms, LLC

Engineering recommends the release of the **Site Restoration Performance Bond 2336667** in the amount of **\$163,677.00**. This bond was being held for the completion of a portion of the Reserve Loop within the Oxford Farms Development. The roadway has been constructed and inspected, in accordance with city standards. A separate bond remains for the portion of this roadway south to the roundabout. A copy of the bond is attached along with a vicinity map of the roadway.

SITE RESTORATION PERFORMANCE BOND

BOND 2336667

KNOW ALL BY THESE PRESENTS, That we, Oxford Farms, LLC as Principal, and Swiss Re Corporate Solutions America Insurance Corporation, a corporation organized under the laws of the State of Missouri and authorized to transact the business of surety in the State of Mississippi as Surety, are held and firmly bound unto City of Oxford in the just and full sum of One Hundred Sixty Three Thousand Six Hundred Seventy Seven and 00/100 (\$ 163,677.00) Dollars, for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed with our seals and dated this 27th day of October, 2022

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the above bounden Principal has applied to City of Oxford for issuance of a development permit pursuant to the terms of Ordinance No. 2009-1 and any amendments thereto and is required by the terms of said Ordinance to furnish a bond conditioned as in said Ordinance.

NOW, THEREFORE, If the said Principal Oxford Farms, LLC shall fully comply with all provisions of Ordinance No. 2009-1 and any amendments thereto Site Restoration for 5.01 Road Extension inside Oxford Farms, Oxford, MS then this obligation to be void; otherwise, to remain in full force and effect.

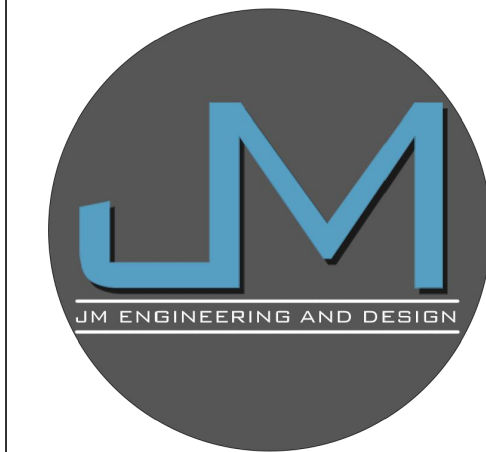
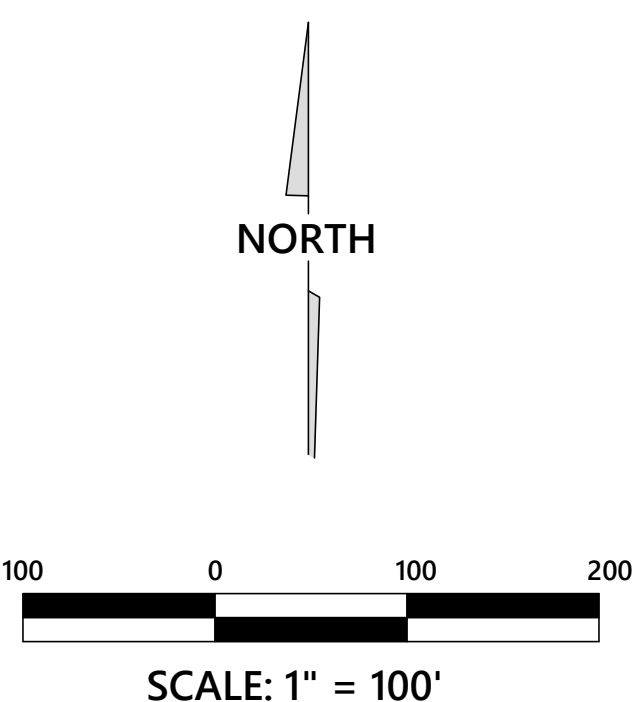
PROVIDED, HOWEVER, that the aggregate liability of the Surety on this bond shall be limited to the amount specified in the bond.

Oxford Farms, LLC

By: _____

Swiss Re Corporate Solutions America Insurance Corporation

By: _____
Cooper W. Permenter, Attorney-in-Fact/MS Resident Agent



JM ENGINEERING
AND DESIGN, LLC
OXFORD, MS
(662) 801-8803

SITE PLAN
LOY PROPERTY - 57 ACRES
OXFORD FARMS
CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI

DRAWN BY	JRM
CHECKED BY	JRM
PROJECT NO.	XXXX
DATE	10/11/2022
SCALE	1" = 100'
REVISION	DATE

C-100

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, 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 CITY
PROPERTY SURPLUS AND AUTHORIZING APPRAISALS AND
SALE OF PROPERTY PURSUANT TO MISS. CODE ANN. § 21-17-
1(2)**

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 that a certain portion of Landas Road particularly described 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 is therefore surplus; and

WHEREAS, the City of Oxford determines and finds that the sale of Property in the manner otherwise provided by law is not necessary or desirable for the City’s financial welfare; and

WHEREAS, the City of Oxford further determines and finds that use of the Property for the purpose of which it is to be sold will promote and foster the development and improvement of the City and the civic and economic welfare thereof; 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)(b), and therefore must value the

property to be sold or conveyed in the manner provided by law; and convey the Property to JWM Development, LLC; 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 the Property surplus and not needed for City or related purposes; and
2. The City hereby authorizes the payment of two professional property appraisers to appraise the Property; and
3. The City authorizes the sale of the Property to JWM Development, LLC.

For the price of \$192,000.00 which is greater than the average between the two appraisals.

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 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 _____, 2025.

Robyn Tannehill, Mayor

Ashley Atkinson, City Clerk