



**City of Oxford  
Board of Aldermen  
Regular Meeting - BOA  
July 16, 2024, 5:00 pm - 7:00 pm  
City Hall Courtroom**

**DOCUMENTS**

# Table of Contents

Cover Page

Table of Contents

Signed\_approved\_minutes\_07162024

Water\_Sewer\_adjustments\_07162024

OU\_travel\_1

OU\_travel\_2

Case -455 Appeal

3106 MBoA

Design Guidelines Update

Oxford Historic District Design Guidelines Draft

Oxford MS Supplement Subscription SOW

Consider bids for the mTrade Park Pavilion

Certified Bid Tabulation

Consider Change Order -1 from JP Corp for Terrace Steps

Memo - Request for Mayor and Board to enter into Memorandum of Understanding for North Lamar Se...

Memo - Permission to Advertise for Bids North Lamar Sewer Improvement Project

Memo - Permission to Accept Bid and Award Contracts and Sign Utility Agreements for Highway 7 Wate...

Memo - Request Permission to Accept Bids and Award Contracts for Highway 7 Water Main Project Ph...

Memo - Consider Request from Seeker Properties for Exterior Painting of Boure on Oxford Square

Memo - Request Permission to Advertise for Engineering Proposals for the Pegues Road Extension Pr...

Roy to Mistilis cemetery deed



## MINUTES

City of Oxford  
Board of Aldermen  
Regular Meeting - BOA  
Tuesday, July 16, 2024, 5:00 pm - 7:00 pm  
City Hall Courtroom



1. Call to order.

The meeting of the Mayor and Board of Alderman of the City of Oxford, Mississippi, was called to order by Mayor Tannehill at 5:00pm on Tuesday, July 16, 2024 in the courtroom of Oxford City Hall when and where the following were present:

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

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

2. Adopt the agenda for the meeting.

It was moved by Alderman Bailey, seconded by Alderman Addy to adopt the agenda for the meeting with the addition of items 6d(ii), 15, and 23. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

3. Mayor's Report

4. Authorize the approval of the minutes of the Regular Meeting on July 2, 2024 and the Special Meeting on July 9, 2024. (Ashley Atkinson)

It was moved by Alderman Hyneman, seconded by Alderman Bailey to approve the minutes of the Regular Meeting on July 2, 2024 and the Special Meeting on July 9, 2024. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to approve the accounts for all city departments including a claims docket showing General Fund claims numbered 32419- 132583 and ACHs 77- 80, Trust & Agency claims numbered 51034- 51105 and ACHs 65- 68, Water & Sewer claims numbered 39246- 39280 and ACHs 191- 192, Metro Narcotics claims numbered 9069- 9074 and ACHs 31- 32, a Bond & Interest claim numbered

7010, OPC Activity Fund claims numbered 3450- 3467, and HB603-28(in) claims numbered 2005- 2012, and totaling \$3,737,031.76. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6. 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 Tannehill declared the motion carried.

a. Fixed Assets Management:

b. Grants:

c. Human Resources:

- i. Request permission to accept the resignation of Daniel Riker in the Oxford Police Department, effective July 12, 2024. (Braxton Tullos)
- ii. Request permission to accept the resignation of Mirage Bell in the Environmental Services Department, effective July 10, 2024. (Braxton Tullos)
- iii. Request permission to hire Taylor Shipp as a Full-Time SRO in the Oxford Police Department, with an annual salary of \$51,001.60. (Braxton Tullos)
- iv. Request permission to hire Kali King and JeKendra Milliner as Part-Time Communications Officers in the Oxford Police Department, each with an hourly rate of \$12.00. (Braxton Tullos)
- v. Request permission to hire Zykeyis Williams and Tyshuwn Mathis as Seasonal Laborers, each with an hourly rate of \$15.00, and to hire Andre Dickerson as a Seasonal Laborer/CDL with an hourly rate of \$17.00 in the Environmental Services Department. (Braxton Tullos)
- vi. Request permission to approve unpaid volunteers for the Oxford Animal Resource Center. (Kelli Briscoe)

d. Miscellaneous:

- i. Request approval of water and/or sewer adjustments in accordance with the Oxford Utilities Leak Adjustment Policy. (Rob Neely)
- ii. Request permission to accept a donation of \$1,500.00 from Keep Mississippi Beautiful for travel expenses for Environmental Services employees. (Amberlyn Liles)
- iii. Request permission to accept donations on behalf of the Oxford ARC. (Kelli Briscoe)

e. Travel Requests:

- i. Request permission for an employee to attend the 2024 Municipal Court Clerk's Conference on September 18-20, 2024 in Biloxi, MS at an estimated cost of \$105.00. (Nikkie Denley)
- ii. Request permission for three employees to attend the 2024 Annual Leadership Conference in Natchez, MS on August 13-16, 2024 at an estimated cost of \$3,598.61. (Donna Zampella)
- iii. Request permission for an employee to attend the Wastewater Operator Workshop on July 25-27, 2024 in Starkville, MS at an estimated cost of \$551.00. (Rob Neely)
- iv. Request permission for an employee to attend the Wastewater Short Course and Exam on August 12-16, 2024 in Starkville, MS at an estimated cost of \$1,402.00. (Rob Neely)
- v. Request permission for four employees to attend the 2024 Fall Certified Municipal Clerk Program in Oxford on September 11-13, 2024 at a cost of \$1,200.00. (Ashley Atkinson)
- vi. Request permission for two employees to attend a SWAT Sniper Course in Finger, TN on September 9-12, 2024 at an estimated cost of \$3,922.00. (Jeff McCutchen)
- vii. Request permission for six employees to attend Fundamentals of Report Writing in Oxford on August 28, 2024 at an estimated cost of \$1,194.00. (Jeff McCutchen)
- viii. Request permission for an employee to attend the 22nd Annual Stronger Together Conference in Nashville, TN on September 15-17, 2024 at an estimated cost of \$1,027.95. (Jeff McCutchen)
- ix. Request permission for an employee to attend the AL Fire College on July 21-26, 2024 in Tuscaloosa, AL at an estimated cost of \$1,180.00. (Joey Gardner)

7. Consider an appeal of the Courthouse Square Historic Preservation Commission's Approval of Case #455, a Certificate of Appropriateness requested by The Landshark (Jared Foster).

The Board heard from Jared Foster, owner of The Landshark seafood restaurant. He is proposing a second location in the old Abner's building at the corner of South Lamar and University Avenue. The concept he is proposing is temporary and differs from his original submission. Multiple citizens spoke in opposition to the location and/or the concept of the proposed development, citing concerns related to odors, noise, and the temporary nature of the

food truck that will be parked on site. Mr. Foster stated that the food truck is only there for cooking crawfish and is removed when not in use.

After a lengthy discussion, it was moved by Alderman Addy, seconded by Alderman Hyneman to overturn the Courthouse Square Historic Preservation Commission's approval of the Certificate of Appropriateness for this development. All the aldermen present voting aye, with the exception of Aldermen Howell-Atkinson, Taylor, Huelse, and Bailey, Mayor Tannehill declared the motion failed. The previous COA approval stands and the development will proceed through the site plan process.

8. Request permission to install light pole banners on University Avenue and West Jackson Avenue from November 4, 2024-January 6, 2025. (Kinney Ferris)

It was moved by Alderman Addy, seconded by Alderman Huelse to install light pole banners, for Visit Oxford, on University Avenue and West Jackson Avenue from November 4, 2024-January 6, 2025. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

9. Authorize Oxford Utilities to develop and publish a Customer Privacy Policy. (Rob Neely)

It was moved by Alderman Huelse, seconded by Alderman Howell-Atkinson to develop and publish a Customer Privacy Policy. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

10. Request approval of a Plat Amendment for Case #3106, Oxford Station Development, LLC for "Southwood", for property located at 2117 Old Taylor Road, being further identified as PPIN 21083. (Ben Requet)

It was moved by Alderman Addy, seconded by Alderman Huelse to approve a Plat Amendment for Case #3106, Oxford Station Development, LLC for "Southwood", for property located at 2117 Old Taylor Road, being further identified as PPIN 21083. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

11. Oxford Historic Preservation Design Guidelines Update. (Kate Kenwright)

Kate Kenwright gave the Mayor and Board an update on the Oxford Historic Preservation Design Guidelines. No action was taken.

12. Request permission to approve and authorize the Mayor to sign an updated agreement with CivicPlus/Municode. (Ashley Atkinson)

It was moved by Alderman Addy, seconded by Alderman Hyneman to approve and authorize the Mayor to sign an updated agreement with CivicPlus/Municode. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

13. Request permission to approve the bids received and authorize a contract for the mTrade Park Pavilion Project. (Mark Levy)

It was moved by Alderman Bailey, seconded by Alderman Huelse to approve the bids received and authorize a contract to Southern General Contractors, in the amount of \$358,000.00, for the mTrade Park Pavilion Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

14. Request permission to approve Change Order #1 from JP Corp for the terrace steps at the Oxford Conference Center. (Mark Levy)

It was moved by Alderman Bailey, seconded by Alderman Addy to approve Change Order #1, in the amount of \$11,060.13, from JP Corp for the terrace steps at the Oxford Conference Center. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

15. Request permission to approve Change Order #2 from JP Corp for additional changes to the terrace steps at the Oxford Conference Center. (Mark Levy)

This item was postponed.

16. Consider a request to enter into a Memorandum of Understanding for the North Lamar Sewer Improvement Project. (John Crawley)

It was moved by Alderman Addy, seconded by Alderman Huelse to enter into a Memorandum of Understanding for the North Lamar Sewer Improvement Project and to authorize the Mayor to sign all required paperwork. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

17. Request permission to advertise for bids for the North Lamar Sewer Improvement Project. (John Crawley)

It was moved by Alderman Addy, seconded by Alderman Huelse to advertise for bids for the North Lamar Sewer Improvement Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

18. Request permission to accept bids received, award contract, and sign utility agreements for the Highway 7 Water Main Relocation Project, Phase II-B. (John Crawley)

It was moved by Alderman Addy, seconded by Alderman Crowe to accept the bids received, award a contract to Argo Construction, in the amount of \$5,986,963.50, and to authorize the Mayor to sign the utility agreements and all paperwork related to the Highway 7 Water Main

Relocation Project, Phase II-B. This project will be funded through ARPA. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

19. Request permission to accept bids received and award a contract for the Highway 7 Water Main Relocation Project, Phase II-C. (John Crawley)

It was moved by Alderman Huelse, seconded by Alderman Howell-Atkinson to accept the bids received, award a contract to Axis Site Work, LLC, in the amount of \$1,793,511.00, and to authorize the Mayor to sign the utility agreements and all paperwork related to the Highway 7 Water Main Relocation Project, Phase II-C. This project is funded through ARPA. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

20. Consider a request from Seeker Properties, LLC to close the sidewalk in front of Boure' for a period of 15 days, beginning July 17, 2024 for exterior painting. (John Crawley)

It was moved by Alderman Hyneman, seconded by Alderman Huelse to allow Seeker Properties, LLC to park a lift in front of Boure' for a period of 15 days, beginning July 17, 2024 for an exterior painting project. The sidewalk will not be closed and no parking spaces will be taken up. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

21. Request permission to advertise for Engineering Proposals for the Pegues Road Extension Project. (John Crawley)

It was moved by Alderman Addy, seconded by Alderman Crowe to advertise for Engineering Proposals for the Pegues Road Extension Project. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

22. Consider a request for a Quitclaim Deed to a cemetery plot. (John Crawley)

It was moved by Alderman Huelse, seconded by Alderman Crowe to approve a request for a Quitclaim Deed to a cemetery plot. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

23. Request permission to approve an agreement with Precision Engineering for testing services at the City Pool Renovation Project site. (John Crawley)

It was moved by Alderman Bailey, seconded by Alderman Addy to approve an agreement with Precision Engineering for testing services at the City Pool Renovation Project site. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

24. Consider an executive session.

No action was taken on this item.

25. Recess to meet at 9:00am on Thursday, July 18, 2024.

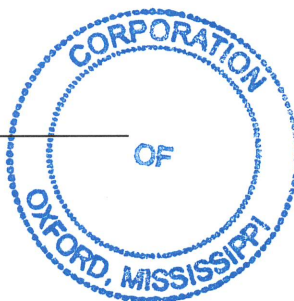
It was move by Alderman Crowe, seconded by Alderman Bailey to recess the meeting until 9:00am on Thursday, July 18, 2024. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.



Robyn Tannehill, Mayor



Ashley Atkinson, City Clerk



**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**

**06/27/24 - 07/10/24**

**TO BE APPROVED: 07/16/24**

<b>ACCOUNT NUMBER</b>	<b>CUSTOMER NAME</b>	<b>ADDRESS</b>	<b>WATER ADJUSTMENT</b>	<b>SEWER ADJUSTMENT</b>	<b>ADJUSTMENT TYPE</b>
005082-030268	DESTEFANIS PROPERTY MANAGEMENT	102 FARM VIEW DRIVE UNIT 302	-\$126.87	-\$157.65	INSIDE
005204-036993	PAULA PETTIS	102 FARM VIEW DRIVE UNIT 608	-\$102.60	-\$136.41	INSIDE
202842-048367	JENNIFER HANNIGAN	1100 AUGUSTA DRIVE UNIT 304	-\$58.58	-\$77.88	INSIDE
004512-106695	GUEST REALTY & LAND CO	2000 TAYLOR COTTAGE COVE	-\$56.22	-\$69.86	INSIDE
001928-032982	DELIA CHILDERS	402 ELIZABETH COURT	-\$105.68	-\$118.70	INSIDE
004580-043721	JACK BAKER	406 WALKER CIRCLE	-\$44.02	-\$58.53	INSIDE
212480-112222	UNIVERSITY CHRISTIAN	409 JACKSON AVENUE W	-\$177.40	-\$220.42	INSIDE
201462-008317	VIEUX CARRE	319 N LAMAR BLVD	-\$194.11	-\$482.38	OUTSIDE
212404-020012	NANCY CAMPBELL	321 COUNTRY CLUB ROAD	-\$28.05	-\$74.10	OUTSIDE
<b>TOTAL:</b>			<b>-\$893.53</b>	<b>-\$1,395.93</b>	

2. **Request permission for employee to attend wastewater operator workshop July 25 – 27, 2024 in Starkville, MS. (\$551) (Rob Neely)**

Oxford Utilities requests permission to send our new Wastewater Treatment Plant Operator, Matthew McCachren, to a wastewater workshop on July 25 – 27, 2024 in Starkville, MS. This training will assist him in preparation for the short course and exam the following month. This training and certification is required for his job and included in the FY24 budget. The expenses are broken down below:

**Matthew McCachren**

Registration	\$ 0.00
Lodging	\$ 189.00
Mileage	\$ 170.00
Meals	<u>\$ 192.00</u>
TOTAL	\$ 551.00

3. **Request permission for employee to attend wastewater short course and exam August 12-16, 2024 in Starkville, MS. (\$1,402) (Rob Neely)**

Oxford Utilities requests permission to send our new Wastewater Treatment Plant Operator, Matthew McCachren, to a wastewater short course and exam sponsored by the MS Water and Pollution Control Operators' Association on August 12-16, 2024 in Starkville, MS. This short course and exam are required as part of Matthew's certification as a wastewater operator. This training and certification is required for his job and included in the FY24 budget. The expenses are broken down below:

**Matthew McCachren**

Registration	\$295.00
Lodging	\$528.00
Mileage	\$195.00
Meals	<u>\$384.00</u>
TOTAL	\$1402.00





# OXFORD

PLANNING  
DEPARTMENT

## Memorandum

**To:** Mayor and Board of Alderman  
**From:** Ben Requet, AICP; Director of Planning  
**Date:** July 16, 2024  
**RE:** Appeal of the Courthouse Square Historic Preservation Commission's Approval of Case #455, a Certificate of Appropriateness requested by The Landshark. (Jared Foster)

---

This is an appeal request of the Courthouse Square Historic Preservation Commission's Approval of Case #455. This item was the subject of discussion by the Courthouse Square Historic Preservation Commission at their last regularly scheduled meeting on July 1, 2024. The applicant, The Landshark (Jared Foster), requested a Certificate of Appropriateness to make several changes to the building and site at 430 South Lamar Boulevard (formerly the site of Abner's Chicken), which is listed as a non-contributing resource.

For context, the plan that is the subject of this case is seen by the applicant as "temporary" to allow for the business to be open through football season. The applicant intends to build a more "permanent" structure at a later date, which has been the subject of complimentary review at the June, 2024 Commission meeting and which was heard directly after the vote on this case at the July meeting of the Commission. A COA is required for the proposed changes that are the subject of this case, and a COA would be required for the future changes to the site. This has caused some confusion as it is out of the ordinary to concurrently review two different plans for the same site. However, it is the right of the applicant to propose any desired changes to the Commission in a timely manner.

The requested COA included plans to expand the northeastern portion of the building to expand the bathrooms. The addition, featuring a brick veneer with metal siding accents, is compatible with the existing structure. The application proposed the removal of the existing storefront with a new garage door. Metal fencing is proposed around the site along South Lamar and University Avenue. The plans indicate an area designated for food truck parking that will be used as the boiling area for seafood. The existing parking lot will be used as an outdoor patio that includes artificial turf over the asphalt, several televisions, two bars including one with a covering with several tv's mounted to it, several tables with umbrellas, several picnic tables with cabana-style coverings, and a stage in the southeast corner of the site.

The Staff report for this item listed all of the elements of the proposal and it included Staff's concerns about several of them. Staff recommended approval of the COA proposal except for the proposed covered tables/cabanas, the stage and the quantity & locations of the televisions. The recommendation also included three conditions of approval.

After a lengthy discussion by the applicant, residents and the Commission, Andy Phillips made a motion to approve the COA as requested but with no cabanas, including the one over the bar, no palm trees, and no stage. Tv's (which

are to face the interior of the site), the turf and umbrellas would be subject to Staff approval. Any other modifications to the proposal would be relegated to Staff approval. The motion was seconded by Chairman Povall. The motion failed 3-2 (Ayes: Phillips & Povall) (Nays: Ellis, Hyneman & Benoit).

The Commission went on to discuss the Complimentary Review of the “permanent” structure for Velvet Ditch and most, if not all, of the audience left the boardroom. The applicant, Jarod Foster, pleaded with the Commission as to why he was denied. He was visibly emotional about the denial.

After the conclusion of that discussion, Commissioner Ellis asked if the Commission could reconsider the previous vote. Robert’s Rules of Order does allow for a majority voting member to make a motion to reconsider a vote as long as the meeting has not concluded. Any member of the Commission is able to second that request.

Commissioner Ellis made a motion to reconsider, which was seconded by Commissioner Hyneman. The previous motion was then under consideration. Commissioner Phillips made the same motion to approve, which was seconded by Commissioner Ellis. The motion was then unanimously approved.

This appeal is being heard at the request of several residents located in the South Lamar Historic District. The applicants request that the Mayor and Board of Aldermen overturn the Commission’s decision. The letter of appeal is included with this report, along with the previous case files.

A link to the recording of the July meeting is below, and the Staff report for the case is also included with this report.

#### [Case #455](#)

##### **Courthouse Square Historic Preservation Commission—July 1, 2024:**

*A link to the recording of the July Courthouse Square Historic Preservation Commission meeting is provided. (Case begins at the 8:02 mark. The initial motion begins at 1:29:58)*

Letter to Mayor Tannehill, Oxford Board of Aldermen, Planning Commission, and the Courthouse Square Historic Preservation Commission

To all:

This letter is being written as an appeal of the Courthouse Square Historic District decision relating to COA #455 application (The Landshark aka Velvet Ditch) submitted by Jared Foster and the decision rendered July 1, 2024. The property is the former Abner's restaurant property located at the corner of University Avenue and S. Lamar.

We object to how the application by Jared Foster was handled by the Oxford Courthouse Square Historic Preservation Commission at its July 1, 2024 meeting. Rules of procedure were not followed. A decision was made to deny the application by a 3-2 vote of those present (If others were attending via Zoom this was not disclosed). After neighborhood residents voiced their concerns and left the meeting, that decision was reversed without allowing any further opposition which goes against standard rules of procedure.

The Oxford Courthouse Square Historic Preservation Commission ordinance states: The commission shall develop and adopt rules of procedure, which shall govern the conduct of its business, subject to the approval of the city. According to the ordinance, no provision for an immediate appeal exists, much less a "complimentary appeal" as stated in the *Oxford Eagle*, July 3, 2024. The ordinance, however, does provide an avenue for appeal. It reads:

***Sec. 54-29. - Appeals.***

*The applicant who desires to appeal a decision by the commission shall file an appeal to the director of planning who will forward this appeal to the mayor and board of aldermen for presentation at their next regularly scheduled meeting, through the city clerk as provided by law. Any local property owner or organization aggrieved or damaged by a decision of the commission may appeal in the same manner as the applicant.*

Since the chair indicated during the July 1 hearing regarding that the portion of the stated agenda dealing with plans by for the former Abner's property had concluded and the chair had indicated the next steps for the applicant involved the Board of Aldermen, citizens opposed to the construction left the session in good faith. Because the chair, contrary to his statements to those present and its own procedures as stated in the ordinance, re-opened the session to allow the applicant to make, what was termed a "complimentary" appeal, but did not afford concerned citizens the same opportunity, such decision should be rendered null and void.

In addition, we wish to note that any decision made by the commission must follow the ordinance guidelines, which limits decision to matters related to historical features.

*Per the ordinance:*

***Sec. 54-21. - Powers of the commission.***

*(The commissions function ) is to preserve, promote, and develop the distinctive appearance and the historic resources of the city.*

Decisions based on an applicant's expenditures does not appear in the ordinance.

As such, as residents of the neighborhood south of the Courthouse Square Historic District, we also wish to state our sincere and serious concerns about the proposed Velvet Ditch/Landshark plans to develop the former Abner's restaurant property. Our concerns relate to the proposed plans that affect the neighborhood's quality of life, historic heritage, safety and well-being.

To be more specific: we object to the inclusion of a stage and proposals for musical performances and we question the wisdom of having an the establishment of an outdoor restaurant/bar with significant seating at a busy intersection identified by the city's own traffic maps as a high-impact area. In addition, because of the lack of parking adjacent to the restaurant/bar it's likely that our streets will be clogged with Velvet Ditch/Landshark patrons parking their vehicles throughout our neighborhood. While we tolerate such crowded parking on football Saturdays, we strenuously object to having our streets clogged on daily basis, especially South 11<sup>th</sup> street with its limited parking on one side of the street.

The intersection of Lamar and University Avenue is historically important as an entrance to the courthouse square. Plans to fill the former Abner's parking lot with umbrella tables and cabanas are contrary to the architectural integrity of downtown Oxford.

In addition, we want to encourage the planning commission and the Board of Alderman to honor our concerns and reject the proposal should this decision remain standing at this time it comes before these boards.

We also we respectfully request an opportunity to air our side of the issue at the Board of Aldermen meeting when the Velvet Ditch/Landshark application is on the agenda.

*Signed by the following Southside Neighborhood residents:*

Wendy Beard, John Beard, Joy Jones, J.C. Clark, Pat Lowe, Ernie Lowe, Gay Graeber, Jim Pryor, Chiny Carothers, Ann Burrow, Paul Goggans, Patty Lewis, Pamela Lawhead, Rhodes Scott, Carolyn Simmons, William Simmons, Jr., Ginny Terry, Janice Bounds, Emily Newcomb, Don Newcomb, Ron Feder, Misty Shaw-Feder, Jeffrey Watt, Elizabeth Watt, Kathy Knight, Mary Lou Owens, John T. Edge, Blair Hobbs, Lenore Hobbs, Mit Hobbs, Ford Dye, Sonya Dye, Lele Gillespie, Susie Reed, Emily Blount, Jason Bouldin, Alysia Bouldin, Kathleen Wickham, Larry Wells

BOA—June 18

**Lee Benoit**

615 North Lamar  
Oxford, MS 38655  
662-234-6227

[ldbenoit@yahoo.com](mailto:ldbenoit@yahoo.com)

**Stuart Povall (Chairman)**

2231 Lee Loop  
Oxford, MS 38655  
662-701-8678

[spovall@developdesignstudio.com](mailto:spovall@developdesignstudio.com)

**Dorothy Laurenzo**

210 South 5th Street  
Oxford, MS 38655

662-816-9364  
[dorothylaurenzo@gmail.com](mailto:dorothylaurenzo@gmail.com)

**Laurie Beth Ellis**  
159 Rosemont Loop  
Oxford, MS 38655  
270-836-7849  
[lauriecellis@gmail.com](mailto:lauriecellis@gmail.com)

**Andy Phillips**  
207 St. Andrews Circle  
Oxford, MS 38655  
662-234-4845  
[aphillips@mitchellmcnuttt.com](mailto:aphillips@mitchellmcnuttt.com)

**Amanda Hyneman**  
824 Fillmore Avenue  
Oxford, MS 38655  
662-801-3849  
[alhyneman824@gmail.com](mailto:alhyneman824@gmail.com)

**Taylor Webb**  
103 N Lamar Boulevard, Suite 201  
Oxford, MS 38655  
662-234-7070  
[taylor@tollisonlaw.com](mailto:taylor@tollisonlaw.com)



11 July 2024

Mr. Ben Requet, Director  
Planning Department  
Oxford, MS 38655

Via: email

RE: CSHPC Case #455

As you know, on July 1, the Courthouse Square HCP voted to approve (with significant restrictions) our plan for interim improvements to the site at 430 University Avenue (formerly Abner's) so that we could get open and beneficially occupy the site. The appeal against that decision that Larry Wells (and numerous co-signers) sent the Director of City Planning on July 10, includes a number of factual errors. This is understandable considering that those in attendance left before the conclusion of the meeting, and perhaps none of them took the time after the meeting to review the online video record of the meeting before sending the letter.

It is correct that after the 3-2 vote against approval of the COA, some of the commissioners and staff advised Jared and me that his recourse was to appeal the decision to the Board of Aldermen. What followed that vote was not a "complimentary appeal" of the Commission's decision, but a scheduled "complimentary review" of the design proposed for future permanent construction on the site. The focus of that review was to present and discuss design changes we had made since the previous complimentary review at the commission meeting on June 3. Complimentary reviews are less formal and will not lead to a vote or decision; they afford applicants, commissioners, and staff professionals the opportunity to discuss the design together in an effort to produce a happier outcome for all in the future.

During the complementary review, the commissioners discussed what they liked about the proposed permanent design – not much, it turned out. They also discussed the particular concerns that had caused three commissioners to vote against the previous agenda item. In that conversation, one commissioner asked whether it was possible to have a "motion to reconsider." The City Planner deferred to the City Attorney, who was present at the meeting, and he explained that since the City's ordinance was silent on that question, they default to how Robert's Rules of Order prescribe that a "motion to reconsider" is handled. The Commission then proceeded accordingly: one member of the majority (the three voting against the COA) made the motion to reconsider; another seconded it. Then they re-read the original motion and re-voted. The original motion, reconsidered, was approved unanimously 5-0. There was no discussion by the commission or anyone else about that original motion.



While this chain of events is unusual, it was absolutely proper and above-board. It is evident to me, and I think to everyone who was at the meeting that first one, and then three of the commissioners regretted their vote against the COA and given the chance to reconsider, did so, resulting in a 5-0 vote for the COA.

We respectfully ask that the Board affirm the unanimous vote of the Courthouse Square Historic Preservation Commission.

Sincerely,

A handwritten signature in blue ink, appearing to read "TS Howorth", with a long horizontal line extending to the right.

Thomas S. Howorth, FAIA





**To:** Courthouse Square Historic Preservation Commission  
**From:** Ben Requet, Director of Planning  
**Date:** July 1, 2024

**COA Application:** #455  
**Applicant:** The Landshark (Jared Foster)  
**Owner:** Abners, Inc  
**COA Request:** Add onto existing structure, replace existing storefront, add masonry wall and fencing, install outdoor bar and DJ areas

**Address:** 430 South Lamar Boulevard  
**PPIN:** 8287

**Historic District:** Courthouse Square  
**Contributing/Non:** Non-Contributing

**COA History:** [Complimentary Review](#) – June 2024

**Staff Comments:**

The applicant seeks approval for several changes to the existing building and site. 430 S Lamar Boulevard, formerly the site of Abner’s Chicken, is listed as noncontributing in the Courthouse Square Historic District.

As noted in the Design Guidelines, development within Historic Districts must be especially sensitive to issues of compatibility and existing relationships between structures and between structures and their setting. Any new construction project must meet the new construction design objectives:

1. Preserve the integrity of the Districts.
2. Ensure that new construction and additions strengthen and maintain the historic integrity of individual buildings and of the area at large.
3. Encourage new development that will respect and enhance the visual character of the district.

The proposed plans are described below with relevant references to the Design Guidelines and staff comment.

*Add onto the existing building to provide new bathrooms:*

The applicant plans to expand the northeastern portion of the building that currently houses the bathrooms to add more bathroom space. The new design, which features a brick veneer and some metal siding, is compatible with the existing structure and is simply an extension of the existing building in the

same material and style. The design is appropriate and approval based on the recommendations of the Design Guidelines.

*Replace existing storefront with a new garage door:*

The Design Guidelines recommend that, “if an existing storefront needs replacement, it is acceptable to install a contemporary treatment that respects both the character of the historic building and is compatible with the streetscape” (ODG, *Storefronts*, pg. 132). While this is a contemporary building, the garage door proposed is not a typical treatment. However, due to the nature of the existing building the Commission may deem that the garage door is acceptable.

*Install fencing:*

The proposed fencing is simple in style and is appropriate in material for the Courthouse Square District, where iron and metal fencing is commonly used.

*Food Truck Parking:*

The provided site plan indicates an area designated for food truck parking. The elevations and renderings just reflect this portion of the site as turfed area. The application does not speak to how this area is planned to be utilized. The site plan also indicates this area to be fenced, and it is unclear to Staff how a food truck will access it. This Commission may want the applicant to provide a better understanding of how this space will be used, what it will contain, and how it will be accessed. If a gate is proposed, it may require additional approvals from the Planning Commission.

*Install turf, bars, stage, covered tables, and tables with umbrellas:*

These elements of the proposed design veer into territory that is not explicitly covered in the Oxford Design Guidelines, other than in the context of the new construction guidelines listed above. Staff believes that the best reference for the Commission in evaluating these elements are the City of Oxford’s [Shared Space Guidelines](#). While these Guidelines were developed for businesses leasing City property, they offer guidance for these types of items within the context of the Courthouse Square District.

The proposal indicates that the site will be covered with artificial turf over the existing asphalt parking lot. The application did not include any specific information related to the type of artificial turf, and the Commission may desire additional information regarding the type of artificial turf that is proposed.

In prior conversations Staff, the applicant stated that sound associated with the business would be minimal and that the intent was to have individual speakers at each table. The proposal now indicates a stage is proposed in the southeast corner of this site, presumably for live entertainment. Live music & entertainment in outdoor venues have caused great concern in the historic district due to its proximity to residential. Staff does have concerns with this element of the proposal and given its proximity to residential areas, including a hotel, we recommend against this element.

Umbrellas are the preferred covering, and must be free of advertisements and of one solid color according to the Shared Space Guidelines. Covered picnic tables, like those shown, are not preferred especially because they are more permanent. Such items have not been approved previously in the Courthouse Square Historic District.

There are two proposed bars—one directly in front of the existing storefront and one attached to the new bathroom addition. Both are simple in style. The Commission may consider if the covering over the larger bar (in front of the existing storefront) is appropriate. The applicant may consider an umbrella or less substantial covering to better comply with the recommendations of the Shared Space Guidelines.

Also of concern to staff is the number and location of the proposed televisions. The Commission may consider if the number and location of the televisions are acceptable due to proximity to University Avenue and Lamar Boulevard. Businesses in the Courthouse Square District, when evaluated using the Shared Space Guidelines, have been limited to one 60' television, which is to be minimally visible. The proposed televisions are particularly concerning due to their proximity to the South Lamar and University Avenue, which may be distracting and create safety concerns. The Commission may consider discussing ways to make a television minimally visible from the right of way via screening and its placement.

**Staff Recommendation:**

Staff recommends approval of the COA proposal except for the proposed covered tables/cabanas, the stage and the number of proposed & locations of the televisions. Staff recommends approval with the conditions that:

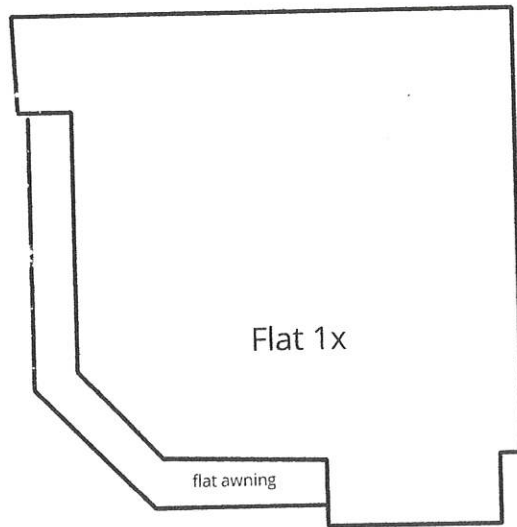
1. The proposed black covered tables/cabanas are not included with the approval and that all tables and chairs on the site are removable
2. Any approved television placement is designated to City approval to alleviate safety concerns.
3. Approval is for the plan as submitted, and revisions will require Commission or Staff approval.

# Historic Resources Inventory

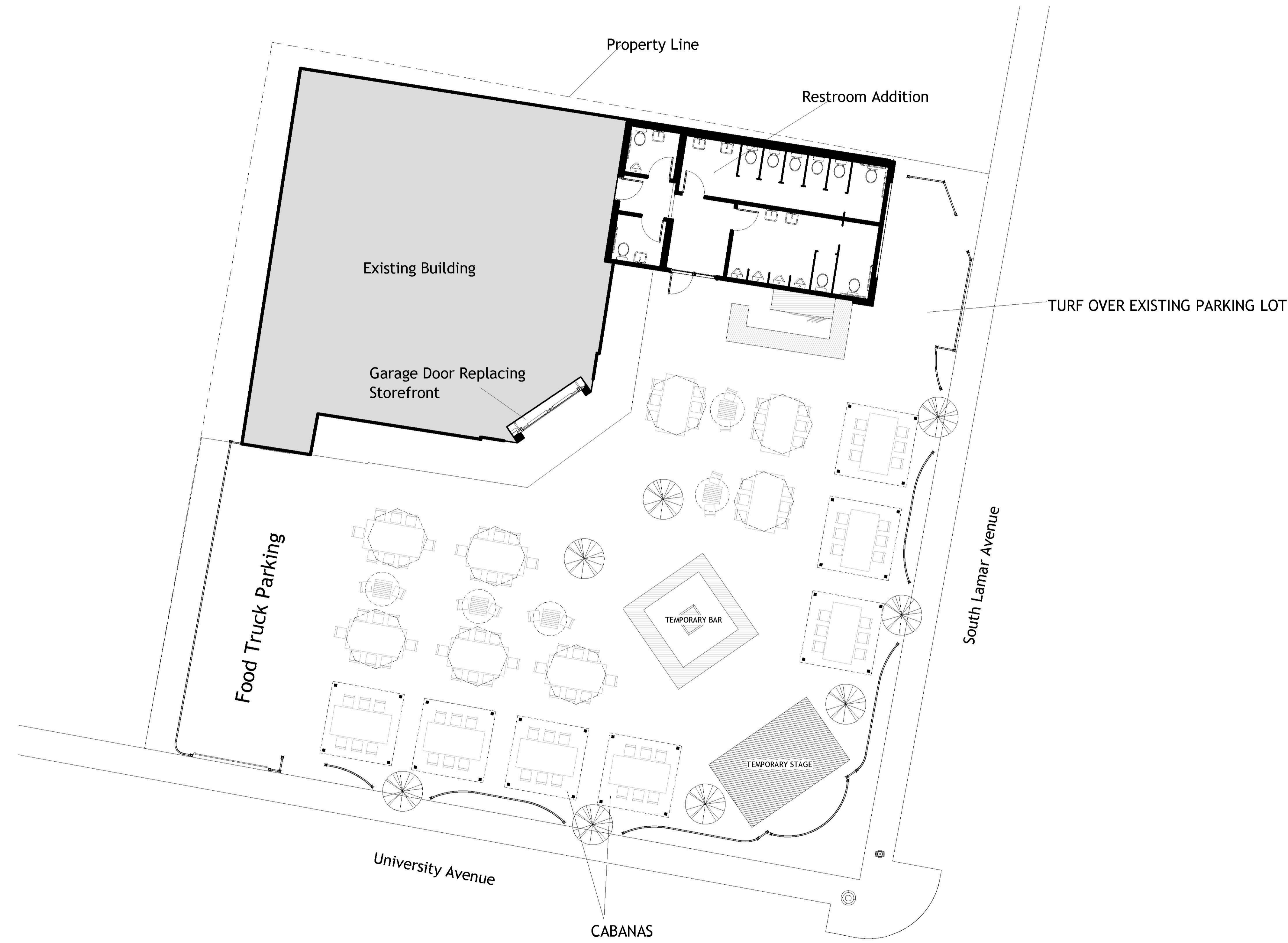
<b>Property name, historic:</b>	<b>MDAH Inventory Code</b>
<b>Property name, common:</b> Abner's Famous Chicken	<b>County:</b> Lafayette
<b>Street Address:</b> 430 Lamar Boulevard South	<b>City:</b> Oxford
<b>Descriptive Location (Rural address):</b>	<b>USGS Quad map:</b> Oxford South
<b>Legal Description:</b>	<b>Survey Seq. #:</b> 83
<b>Former/Historic Use:</b> Commercial: service station	<b>Ownership:</b> Private
<b>Present Use:</b> Commercial: restaurant	<b>Interior surveyed?</b> No
<b>Date of Construction:</b> c.1960	<b>Integrity:</b> Some changes
<b>Date(s) of historic changes, if any:</b>	<b>Materials:</b>
<b>Post-historic changes and date(s):</b>	<b>Style:</b>
<b>Architect(s):</b>	<b>Form:</b>
<b>Builder(s):</b>	<b>Sources:</b>
<b>Brief Description:</b>	<b>Contexts:</b>
Altered ca. 1990, one-story, 5-bay (wd, www, www, w, d), frame with decorative brick veneer and corrugated metal siding, Contemporary style commercial building. Roof is built up asphalt with stepped parapet with metal coping. Windows are fixed single and multilight metal frame. Wraparound suspended metal canopy covers three center bays. Main entry has single two-light metal door.	<b>Owner:</b>
<b>Outbuildings or secondary elements (if significant, use separate form)</b>	<b>Photographer:</b> Judith Johnson and Associates
<b>Historical Information:</b>	<b>Photo No/Date:</b>
	<b>Form by:</b> Judith Johnson & Associates
	<b>Survey project:</b> Courthouse District-2020
	<b>Form completed:</b> 13 Dec 2020
	<b>Registration Status and Dates</b>
	<b>NHL:</b>
	Listed NR
	Federal DOE:
	<b>District Name:</b>
	<input type="checkbox"/> Contributing
	<input checked="" type="checkbox"/> Non-Contributing
	<input type="checkbox"/> Previously Listed
	<b>Element no.</b>



Highway 314



430 South Lamar Boulevard



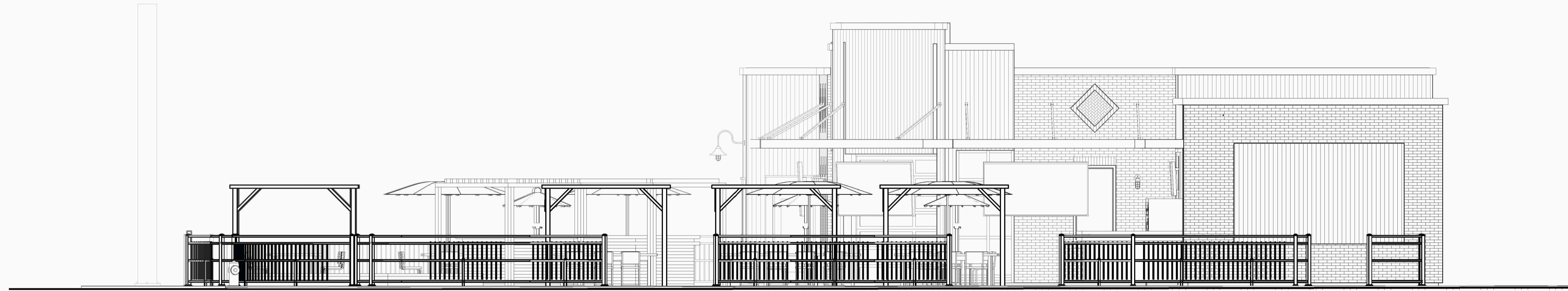
① L1- Temp  
1/8" = 1'-0"

Schematic Design	10 June 2024
ISSUE DATE:	DATE
REVISION	
	2024-16

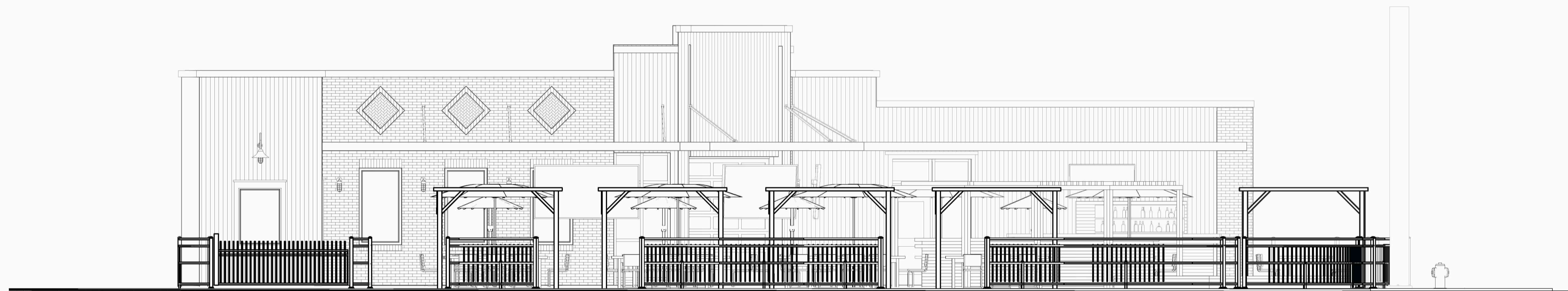
The Velvet Ditch Seafood & Bar  
**The Velvet Ditch**  
 430 South Lamar Blvd.  
 Oxford, Mississippi 38655

Site/Floor Plan  
 Temporary

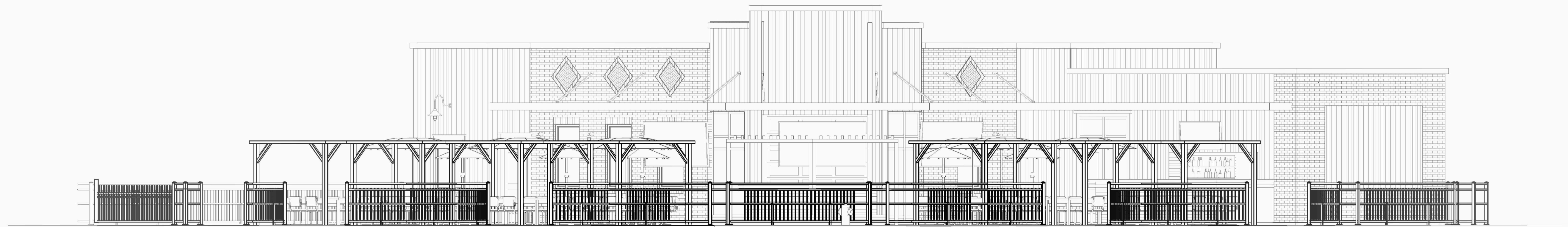




EXTERIOR ELEVATION (SOUTH LAMAR BLVD)  
 (TEMPORARY)  
 ② 3/16" = 1'-0"



EXTERIOR ELEVATION (UNIVERSITY AVENUE)  
 (TEMPORARY)  
 ③ 3/16" = 1'-0"



EXTERIOR ELEVATION (SOUTH LAMAR BLVD.  
 & UNIVERSITY AVENUE) (TEMPORARY)  
 ① 3/16" = 1'-0"

Schematic Design	10 June 2024
ISSUE DATE:	DATE
REVISION	
	2024-16









(WITHOUT TREES)

# The Velvet Ditch- Temporary Phase Aerial View





South Lamar Blvd.



University Avenue









# OXFORD

PLANNING  
DEPARTMENT

## Memorandum

**To:** Mayor and Board of Alderman  
**From:** Kate Kenwright; Planner II  
**Date:** July 16, 2024  
**RE:** Request approval of a Plat Amendment for "Southwood", 2117 Old Taylor Road (21083)

---

The subject property is located between Old Taylor Road and Bickerstaff Lane, just north of the Belk Boulevard intersection. The applicant is requesting an amendment to this subdivision to combine lots 7B and 7C into a single lot. The newly created lot would measure +/- .39 acres in size. The applicant intends to build a house on the newly combined lot.

This case was unanimously recommended for approval at the July, 2024 Planning Commission meeting.

Mississippi subdivision law requires that the applicant proposing any change in a platted subdivision notify all the "persons to be adversely affected thereby or directly interested herein," and requires their signature of approval of the proposed modification. The identification of who such persons may be is left to the discretion of the applicant. In this request, the adjacent property owner has provided a letter consenting to the modification.

### **Recommendation:**

If it is determined that there are no other directly interested or adversely affected parties, then Staff recommends approval of the requested 'Southwood' plat amendment with the following conditions:

1. Approval is for the Plat as submitted subject to necessary revisions per the Site Plan Review Committee (Planning).



## OXFORD

PLANNING  
DEPARTMENT

### Case 3106

**To:** Oxford Planning Commission  
**From:** Kate Kenwright, Planner II  
**Date:** July 8, 2024

**Applicant:** Grand Southern Ventures, Inc (Pat Huey)  
**Owner:** Oxford Station Development, LLC  
**Request:** Plat Amendment for 'Southwood'  
**Location:** 2117 Old Taylor Road (21083)  
**Zoning:** (SR) Suburban Residential

#### Surrounding Zoning:

**North & South:** (SR) Suburban Residential  
**East:** (NR) Neighborhood Residential  
**West:** (SCN) Suburban Center District

**Case History:** Case #1908—November, 2014—Divide lot #2  
 Subdivision platted April, 1969

#### Planning Comments:

The subject property is located on Old Taylor Road in between Old Taylor Road and Bickerstaff Lane, just north of the Belk Boulevard intersection. The applicant is requesting an amendment to this subdivision to combine lots 7B and 7C into a single lot. The newly created lot would measure +/- .39 acres in size. The applicant intends to build a house on the newly combined lot.

Mississippi subdivision law requires that the applicant proposing any change in a platted subdivision notify all the "persons to be adversely affected thereby or directly interested herein," and requires their signature of approval of the proposed modification. The identification of who such persons may be is left to the discretion of the applicant. In this request, the adjacent property owner has provided a letter consenting to the modification.

**Recommendation:** If it is determined that there are no other directly interested or adversely affected parties, then Staff recommends approval of the requested 'Southwood' plat amendment with the following conditions:

1. Approval of the Final Plat amendment by the Mayor and Board of Aldermen (Planning).
2. Approval is for the Plat as submitted subject to necessary revisions per the Site Plan Review Committee (Planning).

Southwood Subdivision Amended; Lot 7B-C Amended  
Old Taylor Road  
Oxford, MS

PROJECT NARRATIVE:

The owner of Lots 7B and 7C, Grand Southern Ventures, LLC, wishes to amend the current subdivision. Grand Southern Ventures, LLC, wishes to combine Lots 7B and 7C and create one lot 7 B-C Amended that would be approximately 0.39 acre in size. The intent is to construct one house on the combined lot.



720 North Lamar Blvd | Suite A  
P.O. Box 1197  
Oxford, Mississippi 38655  
662-236-9675 (office)  
662-236-9677 (fax)

dee@williamsec.com

---

June 3, 2024

Re: Grand Southern Ventures, LLC.  
Southwood Subdivision Amended Lot 7 B-C Amended  
City of Oxford, Lafayette County, Mississippi

To Whom It May Concern:

On behalf of Grand Southern Ventures, LLC., and in accordance with the City of Oxford Subdivision Regulations you are being notified as an adjacent property owner of their intent for final plat approval for Southwood Subdivision Amended, Lot 7 B-C Amended.

This property is located between Bickerstaff Drive and Old Taylor Road just South of Highway 6 being a fraction of the Southeast Quarter ( SE 1/4 ) of Section 29, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi.

This is a Final Plat will be presented for approval to the City of Oxford Planning Commission

Sincerely,

WILLIAMS ENGINEERING CONSULTANTS, INC

Jeffery W. Williams, PE/PLS  
President

June 26, 2024

To whom it may concern:

I, Judy Mogridge, am the owner of the house located at 2115 Old Taylor Road. My lot is next to the two lots, 7B and 7C, in the Southwood subdivision. I am writing to confirm that I am in favor of amending the Plat for the Southwood subdivision to accommodate the request to re-combine the two lots to make one lot per case number 3106.

Thank you,

Judy Mogridge



**OWNER'S CERTIFICATE SOUTHWOOD SUBDIVISION AMENDED; LOT 7B,C AMENDED**

I PAT HUEY, MANAGING MEMBER OF GRAND SOUTHERN ADVENTURES, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY, THE OWNER OF THE PROPERTY HEREIN DESCRIBED, CERTIFY THAT I DID CAUSE SAID LAND TO BE COMBINED AND PLATTED, AS SHOWN ON THE ATTACHED PLAT OF SOUTHWOOD SUBDIVISION AMENDED, LOT 7 B,C AMENDED.

WITNESS MY HAND AND SIGNATURE THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
PAT HUEY  
MANAGING MEMBER

**NOTARY'S CERTIFICATE**

STATE OF MISSISSIPPI  
LAFAYETTE COUNTY

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024 WITHIN MY JURISDICTION, THE WITHIN NAMED PAT HUEY, WHO ACKNOWLEDGED THAT HE IS THE MANAGING MEMBER OF GRAND SOUTHERN VENTURES, LLC, THE OWNER OF THE DESCRIBED SOUTHWOOD SUBDIVISION AMENDED; LOT 7 B,C AMENDED AND THAT IN SAID REPRESENTATIVE CAPACITY, HE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED TO DO SO.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

**CITY ENGINEER'S CERTIFICATE**

I CERTIFY THAT THE OWNER HAS COMPLIED WITH ONE OF THE FOLLOWING ALTERNATIVES FOR SOUTHWOOD SUBDIVISION AMENDED; LOT 7B,C AMENDED:

- ALL IMPROVEMENTS HAVE BEEN INSTALLED BY THE SUB-DIVIDER IN ACCORDANCE WITH THE REQUIREMENTS OF THESE REGULATIONS AND WITH THE ACTION OF THE BOARD OF ALDERMEN, GIVING APPROVAL OF THE PRELIMINARY PLAT, AND ACCEPTING MAINTENANCE OF UTILITIES AND STREETS.

AS OF THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
JOHN CRAWLEY  
CITY ENGINEER, CITY OF OXFORD

**CITY OF OXFORD, COUNTY OF LAFAYETTE, STATE OF MISSISSIPPI**

APPROVED AND RECOMMENDED FOR ACCEPTANCE BY THE CITY OF OXFORD PLANNING COMMISSION, THIS

THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
CHAIRMAN,  
CITY OF OXFORD PLANNING COMMISSION

**CITY OF OXFORD, COUNTY OF LAFAYETTE, STATE OF MISSISSIPPI**

APPROVED AND ACCEPTED BY THE CITY OF OXFORD BOARD OF ALDERMEN,

THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
ROBYN TANNHILL,  
MAYOR, CITY OF OXFORD

**COUNTY OF LAFAYETTE, STATE OF MISSISSIPPI**

PERSONALLY APPEARED BEFORE ME, MIKE ROBERTS, CHANCERY CLERK, IN AND FOR LAFAYETTE COUNTY, MISSISSIPPI, PAT HUEY, MANAGING MEMBER, GRAND SOUTHERN VENTURES, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY, WHO EXECUTED THE HEREIN OWNER'S CERTIFICATE THAT WAS SIGNED AND DELIVERED OF HIM ON HIS OWN FREE ACT AND DEED.

WITNESS MY HAND AND SIGNATURE THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

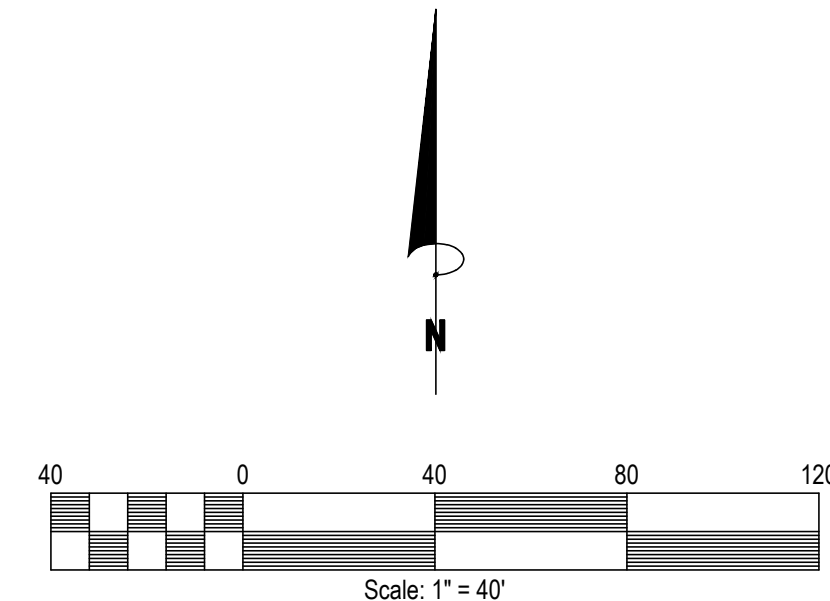
\_\_\_\_\_  
MIKE ROBERTS  
CHANCERY CLERK

**COUNTY OF LAFAYETTE, STATE OF MISSISSIPPI**

I, MIKE ROBERTS, CHANCERY CLERK, IN AND FOR LAFAYETTE COUNTY, MISSISSIPPI, HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT \_\_\_\_\_ O'CLOCK ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, AND WAS DULY RECORDED IN PLAT CABINET \_\_\_\_\_, SLIDE \_\_\_\_\_.

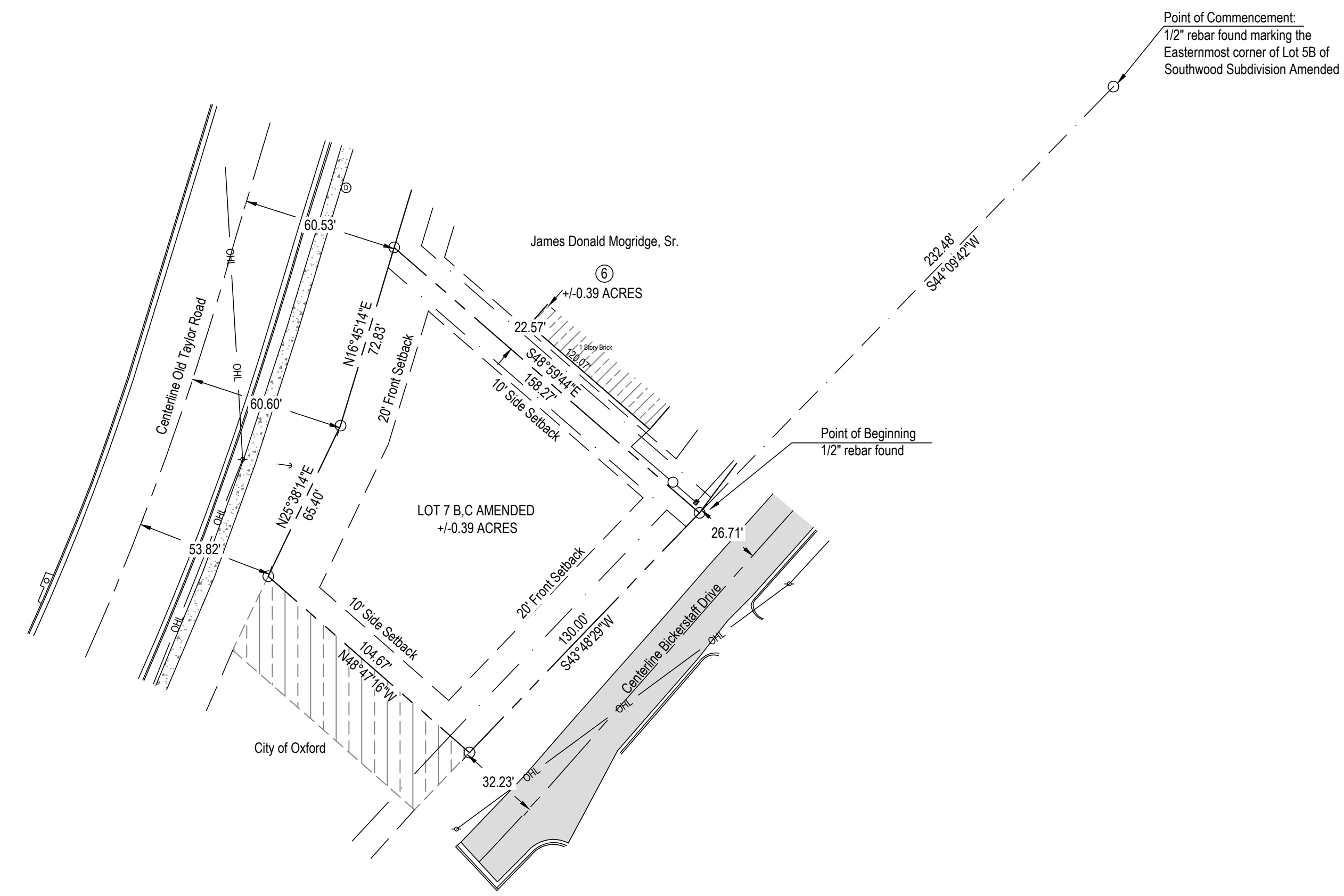
WITNESS MY HAND AND SIGNATURE THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
MIKE ROBERTS  
CHANCERY CLERK



**LEGEND**

---	RIGHT-OF-WAY LINES	□ FB-PED	FIBEROPTIC PEDESTAL
---	PROPERTY LINES	□ T-BOX	TELEPHONE BOX
---	SECTION TIE	---	CONCRETE CURB AND GUTTER
---	CENTERLINE ROAD	■	INLET
---	APPARENT ADJOINING PROPERTY LINE	■ IN-1	INLET NUMBER
---	BUILDING SETBACKS	⊗	SECTION CORNER
---	UTILITY EASEMENT LINES	○	PROPERTY CORNERS
---	OHL	⊙	MONUMENTS FOUND
---	UGE	△	EASEMENT CORNERS
---	OHE	△	REFERENCE CORNERS
---	SS	⊙	BENCHMARKS
---	W	⊙ BM-4	CURB INLET
---	T	⊙	UTILITY POLES
---	GAS	⊙	GUY WIRE
---	IRR	⊙	LAMP POLES



- Notes:**
- This is a Class "B" Survey as set forth in Appendix "A" of the Standards of Practice for Land Surveying in the State of Mississippi.
  - This survey meets the conditions of closure and accuracy for condition "B" as set forth in Appendix "B" of the standards of practice for Land Surveying in the State of Mississippi.
  - Field survey completed September 13, 2019.
  - Bearings were established from existing monuments found on a previous survey of Lot 9 of Southwood Subdivision by WEC dated 10/10/2016. Reference Bearing being the North line of said Lot 9 (N 44°22'00" W) as shown on the Official Plat of Southwood Subdivision on file in the Office of the Chancery Clerk of Lafayette County, Mississippi, in Plat Cabinet-A, Slide-32.
  - Subject survey is Zoned SR "Suburban Residential District" as per City of Oxford Interactive Zoning Map Adopted March 19, 2019 and is subject to the regulations, setbacks, and easements found in the City of Oxford Land Development Code latest addition.
  - This property is subject to any right-of-way or easements recorded or unrecorded shown or not shown on plat of survey.
  - This property is subject to the Restrictive Covenants recorded in Book-244 Page-133 and any amendments made thereafter (Cancellation of Covenants & Restriction Recorded as Instrument No. 201403941).
  - All property corners set are 1/2" rebar with survey cap, unless otherwise stated.
  - Underground utilities shown on this survey represent surface markings of the utilities on site by various utility owners. Underground utilities may exist which were not marked by various utility owners. Williams Engineering Consultants, Inc. is not responsible for utilities not shown that were not located by utility owners. Utility parameters are shown as provided by owners.
  - Deed References:  
 A. Deed Book-520, Page-304  
 B. Deed Book-503, Page-314  
 C. Deed Book-244, Page-133  
 K. Instrument No. 201104232  
 L. Instrument No. 201403922  
 M. MDOT Project Plan No. STP-0070-04(018)  
 N. Official Plat of Southwood Subdivision on file in the Office of the Chancery Clerk of Lafayette County, Mississippi, in Plat Cabinet-A, Slide-32.  
 O. Official Plat of Southwood Subdivision Amended on file in the Office of the Chancery Clerk of Lafayette County, Mississippi, in Plat Cabinet-A, Slide-32.

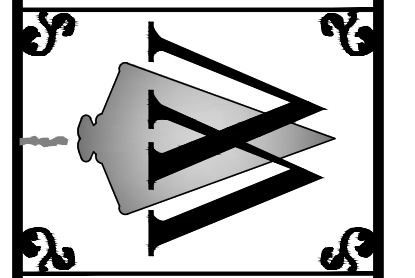
Description: A tract of land being Southwood Subdivision Amended; Lot 7B,C Amended, said tract also being a fraction of the Southeast Quarter (SE 1/4) of Section 29, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi; being described in more detail as follows:

Commencing at a 1/2" rebar found near the Southwestern edge of a concrete drive, said rebar marking the Easternmost corner of Lot 5B of Southwood Subdivision Amended, said rebar also being on the Northwestern right-of-way line of Bickerstaff Drive (33.83 feet from centerline); run thence S 44° 09' 42" W for a distance of 232.48 feet to a 1/2" rebar found on the Northwestern right-of-way line of Bickerstaff Drive (26.71 feet from centerline); said 1/2" rebar being the Point of Beginning, run thence S 43° 48' 29" W, along said Northwestern right-of-way line, for a distance of 130.00 feet to a 1/2" rebar found (32.23 feet from centerline); run thence N 48° 47' 16" W, leaving said Northwestern right-of-way line, for a distance of 104.67 feet to a 1/2" rebar found on the Southeastern right-of-way line of Old Taylor Road (53.82 feet from centerline); run thence along said Southeastern right-of-way line as follows: run N 25° 38' 14" E for a distance of 65.40 feet to a 1/2" rebar found (60.60 feet from centerline); run thence N 16°45'14" E for a distance of 72.83 feet to a 1/2" rebar found (60.53 feet from centerline); run thence S 48°59'44" E, leaving said Southeastern right-of-way line, for a distance of 158.27 feet to the Point of Beginning; Said tract contains 0.39 acre more or less.

Bearings were established from existing monuments found on a previous survey of Lot 9 of Southwood Subdivision by WEC dated 10/10/2016. Reference Bearing being the North line of said Lot 9 (N 44°22' 00" W) as shown on the Official Plat of Southwood Subdivision on file in the Office of the Chancery Clerk of Lafayette County, Mississippi, in Plat Cabinet-A, Slide-32.

Date: JUNE 3, 2014 \_\_\_\_\_  
Jeffery W. Williams, PLS No. 2833

**WILLIAMS ENGINEERING CONSULTANTS, INC.**  
Professional Engineers | Professional Land Surveyors  
728 NORTH LAMAR BOULEVARD, SUITE A  
P.O. BOX 1191  
OXFORD, MISSISSIPPI 38655  
662.238.8675



Final Subdivision Plat Amendment for:  
**SOUTHWOOD SUBDIVISION, AMENDED; LOT 7 B,C AMENDED**  
Old Taylor Road  
City of Oxford, MS

REVISION	DATE

Scale: 1" = 40'  
Date: 06/03/2024  
File: 20240603-01-Subdivision Plat Amended  
Proj.No.: SB-183227  
Drawn By: JCP  
Checked By: JWW

Sheet Title:  
**SUBDIVISION PLAT**

Sheet No.:  
**1**



# OXFORD

PLANNING  
DEPARTMENT

## Memorandum

**To:** Mayor and Board of Alderman  
**From:** Kate Kenwright; Planner II  
**Date:** July 16, 2024  
**RE:** Oxford Historic Preservation Design Guidelines Project Update

---

The City of Oxford, MS received a FY 2023 grant from the Mississippi Department of Archives and history for an update to the Oxford Design Guidelines. The project is paid for by a matching grant with Mississippi Department of Archives and History (\$7,500) and the City of Oxford (\$7,500) as partners.

Attached is the final draft of the updated Design Guidelines, which were updated by Integrity, Consulting in partnership with the City and MDAH. The goal of the update as expansion of current chapters to include appropriateness of modern materials and technologies, more specificity in the demolitions section, and to include more graphic and photo-based content to make the guidelines easier to access for applicants and professionals.

Public comment was solicited from the general public, design professionals, and the two City preservation Commissions throughout the update process. The final draft will be provided to MDAH on August 1<sup>st</sup>.

Staff plans to update the municipal code to reflect needed changes prompted by this Design Guidelines update. Those changes will go before the Preservation Commissions and the Board of Aldermen in the coming months.



THE CITY OF  
OXFORD

# HISTORIC DISTRICT DESIGN GUIDELINES



# TABLE OF CONTENTS

## Introduction

- Historic Preservation Districts
- Historic Preservation Commissions
- Using the Historic District Design Guidelines
- Architectural Styles of Oxford

## COA Application and Design Review Process

- COA Application Determination
- COC Application Requirements
- Design Review
- Frequently Asked Questions

## Demolition

- Factors
- Application Requirements
- Partial Demolition
- Demolition of Secondary Buildings
- Relocating / Moving A Structure

## Demolition by Neglect

## **Residential**

### **Section 1: Preservation and Repair**

**Materials**

**Architectural Features**

### **Section 2: Additions and New Construction**

**Design Considerations: Site, Scale, Mass, and Form**

**Materials**

**Architectural Features**

**Accessory Structures**

## **Site Features**

## **Modern Features**

## **Commercial**

**Architectural Features**

**Design Considerations: Site, Scale, Mass, and Form**

**Materials**

## **Signage**

## **Appendices**



# INTRODUCTION

## Overview

During a period of unprecedented growth in 2004, the City of Oxford, Mississippi established its first historic preservation district<sup>1</sup> and committed to preserving Oxford's historic resources and unique qualities. As Oxford continued to grow and change over the years, preserving Oxford's historic structures and protecting the visual record of the architectural and social history of the city became even more crucial. Oxford's historic structures serve as links to the past and tangible reminders of the people and events that shaped the city's development. Today, historic preservation remains vital to maintaining Oxford's character and charm, as well as guiding the orderly growth and development of the city. The unique historical character of Oxford's historic town square provides an important contribution to the community's economic growth through increased property values, increased sales tax receipts, and the growth of Oxford as a place for architectural and cultural tourism. Additionally, the North and South Lamar Historic Districts feature historic residential structures that provide a gateway to downtown Oxford and are comprised of buildings that are significant architecturally on the national and state-wide level, as well as on the local level for their ability to represent broader themes of significance in eras of economic prosperity, development and redevelopment, and of changing periods of architectural styles.

---

In 2004, the Oxford Historic Preservation Commission included the North Lamar District, South Lamar District, Jefferson Madison District and the Depot District. The Courthouse Square Historic Preservation Commission was established in 2007. Although the district lines have changed over time, Oxford's commitment to historic preservation is consistent.

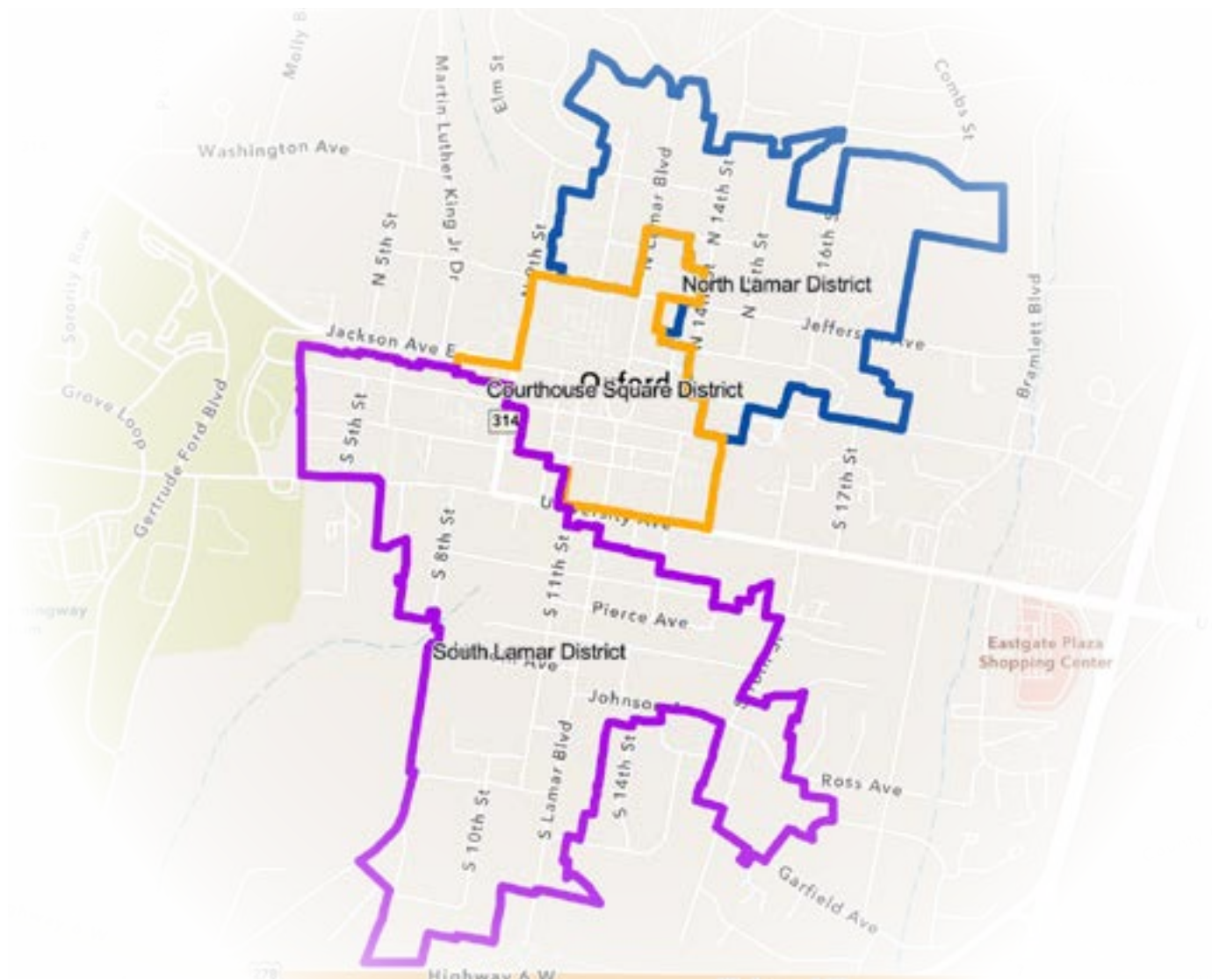


Rowan Oak, c. 1840  
Source: A Touch of Teal

# Historic Preservation Districts

Oxford’s Historic Preservation Commissions and Planning Department regulates exterior changes in the city’s locally designated preservation districts. Oxford currently has three historic preservation districts: Courthouse Square Historic District, North Lamar Historic District, and South Lamar Historic District, and two historic preservation commissions: the Courthouse Square Historic Preservation Commission (hereinafter CSHPC) and the Historic Preservation Commission (hereinafter HPC).

To view the current district maps: <https://coogis.maps.arcgis.com/apps/instant/attachmentviewer/index.html?appid=16d19b0103ae4e58b139ca0a635f97f9>



## Historic Preservation Commissions

The CSHPC and HPC members volunteer their time and talents to protect and promote the preservation of the district's important collection of historic buildings older than fifty years. They are responsible for administering the historic preservation ordinance and design guidelines for properties within their designated districts. They review applications proposing construction, alteration, demolition, or relocation of any resource in the district.

The Courthouse Square Historic Preservation Commission is a seven-member, city-appointed body consisting of residents of the City of Oxford. The majority of members of the CSHPC are property or business owners within the Courthouse Square District. The CSHPC reviews COA applications for property located in the Courthouse Square Preservation District.

The Historic Preservation Commission is a nine-member, city-appointed body consisting of residents of the City of Oxford. The HPC reviews COA applications for property located in the North Lamar Historic District and the South Lamar Historic District.

For meeting dates, times, and locations for the CSHPC and the HPC, please see the [City's website](#) or contact the Planning Department.

To view the current CSHPC or HPC members, please see the [City's website](#) or contact the Planning Department.

## Using the Historic District Guidelines

The CSHPC, HPC, and city staff use Oxford's Historic District Design Guidelines (or the Design Guidelines), the [Secretary of the Interior's Standards for Rehabilitation](#), and the [City's Historic Preservation Ordinance Chapter 54](#) to determine the appropriateness of any proposed changes within the historic preservation districts. Any property owner planning to construct a new building or contemplating changes to the exterior of a historic resource in one of the City's locally designated preservation districts must obtain a Certificate of Appropriateness from the CSHPC or HPC before work can begin. If the proposed change is consistent with Oxford's Historic District Design Guidelines and the Secretary of the Interior's Standards for Rehabilitation or is approved by the Commission at a public hearing, the applicant receives a Certificate of Appropriateness, and work can begin after all permits are received from other city departments.

The Design Guidelines are intended to provide guidance for owners, design professionals, and members of the Historic Preservation Commissions in navigating the process of obtaining a Certificate of Appropriateness. However, the Design Guidelines do not provide case-specific advice or address exceptions. The unique conditions and characteristics of each property and the appropriateness of any proposed alterations are examined on a case-by-case basis. If the Design Guidelines conflict with the Oxford Preservation Ordinance or any other local ordinance, state law, or federal law, the ordinance or law controls. Ultimately, the Design Guidelines seek to support Oxford's preservation goals, including maintaining Oxford's unique identity and special sense of place.



# Architectural Styles of Oxford

The City of Oxford possesses an abundance of historic architecture constructed over a period spanning almost two hundred years. Oxford is home to National Historic Landmarks, such as the LQC Lamar House, William Faulkner House (Rowan Oak), and Ammadelle, buildings listed on the National Register of Historic Places, such as the Lafayette County Courthouse, the Isom House and St. Peter's Episcopal Church, and a plethora of homes that are listed on the National Register.

Most architectural historians agree on the following major periods of architectural development in the United States: the Colonial Period (1600-1820); the Romantic Period (1820-1880); the Victorian Era (1860-1900); Period Revival (1880-1940); Early Modern (1900-1940); Mid-Century Modern (1935-1980); and Contemporary/Late 20th Century Modern (1975-2000). Each of these periods produced many different styles that were interpreted and re-interpreted during different building eras.

## DID YOU KNOW?

The architectural style is the set of characteristics and features that make it notable or historically distinctive and identifiable.

Oxford has a diversity of architectural styles, both grand and small. This section of the Historic District Design Guidelines will identify Oxford's most prevalent architectural styles (within each major period) and will provide a basic history of each style as it developed in the area. Unfortunately, many styles were necessarily omitted. If information about a style that is not included in this section is needed or if additional detail about a particular style is included, you may find the book, *A Field Guide to American Houses* by Virginia Savage McAlester helpful.

## DID YOU KNOW?

A 50-acre tract of land that became the town of Oxford was donated on June 22, 1836. Shortly thereafter, buildings were erected in the town square. Oxford was officially incorporated on May 11, 1837, and soon became the commercial and agricultural center for the surrounding area.

Although the architecture of Colonial America had a major effect on all styles of architecture that followed, it will not be specifically addressed in these design guidelines because only the styles that are most relevant to understanding Oxford's historic buildings are specifically addressed. For the remaining periods, it is important to understand that mixtures of styles are common in American architecture. Some stylistic mixtures were intentionally created by architects who knowingly combined different styles to achieve the desired result, and other stylistic mixtures were created over time by combining elements of different styles as the house was altered over time. It is important to be able to recognize the difference. Changes resulting from poor stylistic choices with additions or alterations to historic structures should be avoided. A basic yet important responsibility of the Historic Preservation Commission - and historic preservation in Oxford in general - is to protect historic structures. This includes preventing future improper changes or additions to structures in Oxford's historic districts that would harm the character or details of the structure or obscure the original style. Some examples of common alterations or additions to historic homes that could cause such harm are (1) adding, removing, or altering a porch, (2) changing facade elements such as doors, windows, or wall materials to mimic current fashion, (3) adding space to the existing footprint and (4) replacing or substituting materials to minimize maintenance. These concepts will be addressed more specifically in other parts of the Design Guidelines.

Many of the structures discussed for each architectural style are houses. However, notable examples of a particular style, such as churches or commercial buildings, will be addressed within the discussion of the particular style.

Additionally, many of Oxford's houses do not fit cleanly into a formal style but are "vernacular" or developed from local needs, traditions, and construction materials. The most common vernacular architectural forms found in Oxford are the cottage and the bungalow. These styles, along with the Cape Cod, Gable and Wing, I house, and Cross-gable, contribute to the overall fabric of the historic districts and specifically reflect the local history and traditions of Oxford. As such, they should be appreciated and protected.

Historic District Design Guidelines | 7



## **ROMANTIC PERIOD STYLES** **(1820 - 1880) -----**

In the United States, the Romantic Period (in the middle 1800s) was a period of rapid growth and expansion. Movements in literature, music, art, and architecture reflected themes of nationalism, individualism, freedom, and democracy. The invention of the printing press brought about the ability to widely disseminate information. In 1842, the first popular pattern book of house styles with full-scale drawings, Andrew Jackson Downing's *Cottage Residences*, catapulted the popularity of the Romantic period styles.

Stylistically, the Romantic styles emerged as a break from the formal classicism that had dominated art and architecture for two centuries. Emotion, individualism, and imagination were emphasized, and architecture looked to the romantic past for inspiration. The following Romantic styles are seen most often in Oxford and will be discussed in more detail.

**Greek Revival (1820 - 1860)**

**Gothic Revival (1840 - 1880)**

**Italianate (1840 - 1885)**

# Greek Revival (1820 - 1860)

Greek Revival, the dominant American style from about 1830 to 1850, was the first popular Romantic style. The newly formed United States adopted the architecture of the classical world as a visual representation or symbol of democracy. For example, Greek Revival-style houses normally have very wide bands of trim beneath the eaves, mimicking the entablature of Greek temples. The Greek Revival style moved with the early American settlers from the older states, who followed the wealthy southern planters as they moved westward into Mississippi and built plantation homes. In Oxford, the Greek Revival style can be seen in grand homes such as Oxford’s Rowan Oak (Old Taylor Road ), the Thompson-Chandler house (911 South 13th Street), Cedar Oaks ( moved from North Lamar to 601 Murray Avenue), and the Neilson-Culley house (712 South 11 th Street). However, the Greek Revival style was also popular on more modest homes, such as the small, one-story porticoed masonry cottage known as Lindfield (1215 South 11th Street).

The most recognizable elements of the Greek Revival style as it is found in Oxford include rectangular block form, low-pitched roofs and a wide band of trim beneath the cornice, little or no surface decoration, square-headed openings, and rectangular transoms surrounding the door openings on the major elevations, classical order columns and pilasters, with square or box columns, architraves doorways that are shouldered and tapered, six-over-six windows, double-hung sash, doors with two or four vertical panels that are elaborated with Grecian molding profiles. Stone was the preferred building material since the ancient temples on which these buildings were modeled were built of stone, but scored stucco or rusticated wood provided a good substitute, especially in Mississippi, where there is little good building stone. Additionally, most of the Greek Revival houses of Oxford have porticoes with square or box columns.

In addition to Greek Revival houses, Oxford has an exceptional example of a commercial building in the style: the Thompson House. It was built on the square in 1870 and is distinguished by the pilastrade across its façade.

## DEFINING CHARACTERISTICS

- Style is known for signature detailing such as half-timbering, steeply pitched roofs, and asymmetrical primary facade
- Front porch has prominent, classical columns (round or rectangular), commonly with pilasters
- Low-pitched gable or hipped roof
- Wide band of trim below the cornice of the main roof and porch roof
- Elaborate door surrounds, typically with narrow rectangular panes of glass on the sides and top of the door
- Six-pane windows with trim that is less elaborate than the door surround
- Small frieze-band windows set below a thick cornice and covered with an iron or wood grate depicting a decorative Greek pattern

### DID YOU KNOW?

Approximately fifteen residences constructed before the Civil War are still standing. Most of these houses were constructed in the Greek Revival style.



1215 S. 11th Street, c. 1850



712 South 11th Street, c. 1850



# Gothic Revival (1840-1880)

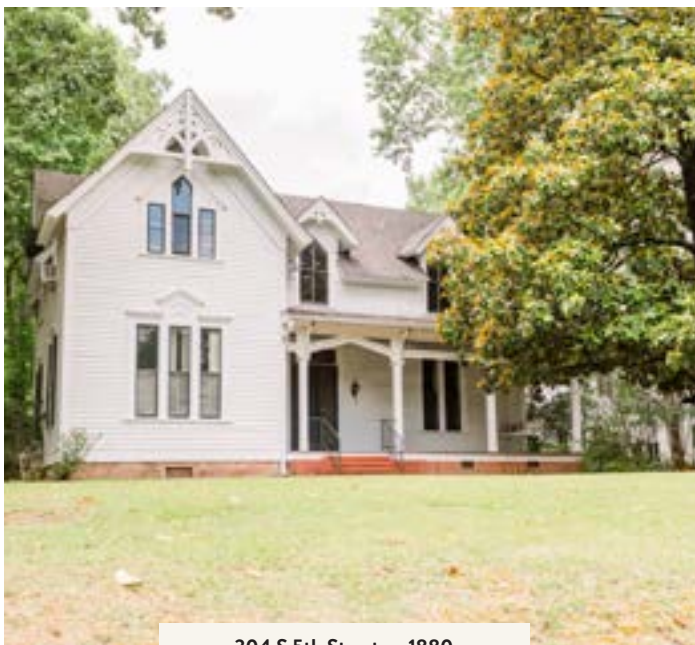
Gothic Revival, derived from European medieval architecture, was a style that was popularized in the United States through pattern books. However, the Civil War and Reconstruction halted building, especially in the South, during the time when this style was popular. Fanciful decorative ornamentation, cut from wood by the newly perfected scroll, is a dominant feature in most Gothic Revival houses.

The most distinguishing architectural feature of Gothic Revival buildings is the pointed arch. Other characteristics include steeply pitched roofs, hood molds over doors and windows, bargeboards, pinnacles, battlements, buttresses, and window tracery. The Carpenter Gothic applies the Gothic Revival style to wood-framed buildings. The style was popular for single-family dwellings and, not surprisingly, for churches.

St. Peter's Episcopal Church (113 South 9th Street), built in the Gothic Revival style, is listed on the National Register of Historic Places and is Oxford's oldest church structure. Construction of St. Peter's began in 1859.

## DEFINING CHARACTERISTICS

- Picturesque, decorative style emphasizing verticality
- Pointed arches are frequently used
- Primary façade with one or more prominent, steeply pitched front gables
- Entrance contained in a full or partial-width, one-story porch with flattened pointed arches
- Walls with a stone foundation and wood siding and ornamented with traditional Gothic motifs (such as towers and turrets, window bays, quatrefoils, label molding, and foliated ornament)
- Wood siding (usually board-and-batten style)
- Wood siding extended uninterrupted into gables,
- emphasizing verticality and pointed arches
- Windows extended into Gables
- Tall, rectangular windows with label molding or pointed arch shapes
- Casement or stained-glass windows
- Elaborate paneled wood doors
- Decorated bargeboard and finials (emphasizing high peaks)



304 S 5th Street, c. 1880



St. Peters Church, c. 1860

## Italianate (1840 - 1885)

The Italianate style, based on the rambling farmhouses of northern Italy, was another style that was popularized throughout the United States with the spread of architectural pattern books. The style was easily adaptable and seen on a wide range of building types.

Italianate buildings tend to have low-pitched roofs with wide, overhanging bracketed eaves. Window openings are narrower, often with arched or curved heads and molded hoods, and have pane configurations of four-over-four, two-over-two, or one-over-one. Doors feature arched panels or panels with hollow corners. Porches feature bracketed and chamfered posts, often on pedestals and sawn balustrades. Chimneys are sometimes elaborately detailed with panels and corbeled caps. A belvedere is common with the Italianate style, as well as cast iron decoration.

Ammadelle (637 North Lamar) is one of Oxford's notable Italianate houses. This National Historic Landmark is generally considered the finest example of Italianate architecture in the State of Mississippi and perhaps the entire southeast.

Another landmark Italianate residential structure is Fiddler's Folly (520 North Lamar), which was constructed in 1878 from prefabricated parts.



637 N Lamar Boulevard, Ammadelle, c.1859  
Credit: Lindsey Millar



520 N Lamar Boulevard, Fiddler's Folly, c.1878

### DEFINING CHARACTERISTICS

- Ornamental style featuring decorative details, low-pitched roofs, decorative brackets under an ornamental cornice, tall and narrow arched windows
- Boxy form, constructed of wood or masonry
- Two or more stories
- Prominent entrance on a primary façade, accentuated by a usually small, one-story porch with square, bevel-cornered columns
- Gently sloping, low-pitched, hipped roof
- Wide overhanging eaves
- Large decorative brackets supporting the eaves
- Tall, narrow, regularly spaced windows, often with an arch or curve above
- Two-over-two, double-hung window sash configurations (two panes of glass in the upper sash over two panes of glass in the lower sash) or one-over-one configurations
- Heavily ornamented window hoods (squared, curved, or arched)
- Paneled wood doors (may have large panes of glass on upper panels)
- Heavily ornamented door surround (curved, arched, or squared), similar yet more elaborate than the window hoods





## **VICTORIAN PERIOD STYLES (1860 - 1900) -----**

The Victorian Era, named for England's Queen Victoria, was a period of creative expansion in American architecture. Rapid industrialization and the growth of railroads led to dramatic changes in American house design and construction. Complex house components, such as doors, windows, roofing, siding, and decorative detailing, could be mass-produced and shipped throughout the country. Victorian styles clearly reflect these changes through their use of complex shapes and elaborate detailing. Most Victorian styles have multi-textured walls, asymmetrical facades, and steeply pitched roofs. The following Victorian styles are seen most often in Oxford and will be discussed in more detail:

**Second Empire (1860 - 1900)**

**Queen Anne (1880 - 1910)**

**Romanesque Revival (1870 - 1900)**



## Second Empire (1860 - 1885)

The Second Empire style takes its name from the French Second Empire during the reign of Napoleon III between 1852 and 1870. The style imitated the latest French building fashions and, in contrast with the Italianate and Gothic Revival styles that were prevalent at the same time, Second Empire homes were considered very modern. The Second Empire's defining feature is the mansard roof, a hipped roof with a double slope on all four sides that was named after the French architect Francois Mansart. Second Empire homes also feature bold detailing, such as quoins at corners, elaborate window surrounds, and belt courses. While there are significant, richly ornamented high-style examples, most residential Second Empire dwellings are simple in form and embellishment. The popularity of the style declined after the panic of 1873 and the subsequent depression.

An outstanding example of the Second Empire style in Mississippi is the Roberts-Neilson house (911 South Lamar). It was constructed in about 1870 with a distinctive Mansard roof.

### DEFINING CHARACTERISTICS

- Boxy form, typically characterized by Mansard roofs, bold detailing, projecting bay windows, and hooded dormer
- Mansard Roof (dual-pitch, hipped roof form with a steep lower slope and a shallow upper slope)
- Roof form is bound by molded cornices at the edges of each roof pitch
- Brackets under eaves
- Dormers or windows with projecting hoods on the lower slope roof pitch
- Decorative hoods and moldings over windows
- Decorative door detailing



911 S Lamar Boulevard, c. 1885

## Queen Anne (1880 - 1910)

Queen Anne was the dominant style of domestic building throughout the United States for approximately 30 years beginning around 1880. The style was popularized by architect Richard Norman Shaw and became even more fanciful as it made its way to the South. Pattern books and mail-order house plans promoted the style and the expanding railroad network expedited the process of making pre-cut architectural details conveniently available.

Queen Anne uses wall surfaces as primary decorative elements. This is accomplished by using bays, towers, overhangs, and wall projections to avoid plain, flat walls. Several wall materials of differing textures are used whenever flat surfaces occur. The Queen Anne style is identified by its steeply-pitched and irregularly-shaped roof, usually with a dominant front-facing gable, patterned shingles, cutaway bay windows, and asymmetrical facade with a partial or full-width porch that is one story high and extends along one or both side walls.



706 S Lamar Boulevard, c. 1885

### DEFINING CHARACTERISTICS

- Dramatic style, known for asymmetrical facade
- Numerous design devices were used, such as projecting cut-away bays, projecting cross gables, and corner turrets
- Elaborate open porches with a spindle-work frieze and porch supports
- Porches may be partial or full-width and may extend alongside walls
- Recessed porches on upper floors
- Patterned brick, wood clapboard, or fish-scale shingled walls, often in combination, to avoid a smooth-wall appearance
- Stone foundations
- Irregular roof shape, formed by a steeply pitched cross-gable or a hipped roof with cross gables below the dominant ridgeline
- Dominant gable on primary facade
- Roof finials and cresting



1701 Johnson Avenue, c. 1920

The Queen Anne style influence abounds in Oxford. A prominent bay window, one-story wrap-around porch, and steep, irregular roof are identifiable elements of the style at 1701 Johnson Ave. Decorative box valances at the gable and scroll sawn ornament on the porch vary the texture of the facade.

Two prominent examples of the Queen Anne style exist just one block apart on South Lamar. Both boast steep, complex roof forms, including towers, asymmetrical facades, and full-length or wrap-around porches.



## Romanesque Revival (1870-1900)

Architect Henry Hobson Richardson's adaptations of Romanesque architecture sparked the Romanesque Revival. Around 1880, he designed his first Romanesque houses and the monumental Trinity Church in Boston. Prior to that - in the 1860s and 1870s - he designed houses in the Second Empire and Queen Anne styles. After his premature death in 1886, his Romanesque-style adaptations became popular.

Romanesque Revival derives from the eleventh-century architecture based on Roman and Byzantine elements and features massive articulated wall structures and rounded arched entrances. Masonry is always used and usually shows at least some rough-faced stonework. Round-topped arches occur over windows, porch supports, or entrance masonry walls. Facades, usually asymmetrical, are flanked by towers, sometimes of varying heights, with conical roofs. These elements create a somewhat fortress-like appearance.

Because solid masonry construction was always used for this style (the masonry veneering process was not yet perfected), Romanesque Revival, or Richardson Romanesque, houses were much more expensive to build than the late Victorian styles that could be executed in wood. For that reason, the Romanesque Revival style is mostly seen in public and institutional buildings in the late nineteenth and early twentieth century.

In Oxford, the Federal Building (now City Hall) was constructed in 1885 in the Romanesque style. Additionally, the First Presbyterian Church (924 Van Buren Avenue) was one of the first churches constructed after the Civil War - around 1880 - and displays the Romanesque Revival style.



First Presbyterian Church, c. 1881  
Credit: Glimpse of the South



107 Courthouse Square, City Hall, c. 1885

### DEFINING CHARACTERISTICS

- Massive quality is achieved with thick walls, sturdy pillars, pronounced arches, and heavy stone or masonry construction
- Thick masonry walls with deep entryways and window openings
- Stone or brick (often combination) facade
- Rounded arches over entryways and windows, emphasized with a change in material or material detail
- Round or square towers with conical roofs



## **ECLECTIC/PERIOD REVIVAL STYLES (1880 - 1940) -----**

The first phase of the Eclectic movement, which stressed relatively pure copies of domestic architecture as built in the colonies and in Europe, includes the following:

**Colonial Revival (1880-1955)**

**Neo-Classical (1895-1955)**

**Tudor (1840 - 1880)**

These styles gained popularity after the Chicago Columbian Exposition of 1893, which stressed classical styles of architecture. Popularity for the Eclectic waned in the first two decades of the 20th century (as the Modern styles were evolving). However, after World War I, fashions shifted back to traditional styles as American soldiers returned from observing historic homes firsthand. These Period Revival styles stressed “correct” architectural detailing. Two factors helped spread these more authentic copies of European styles: 1) inexpensive methods of producing photographs allowed illustration of historic details, and 2) the technique of veneer brick brought affordability to masonry houses that did not previously exist. This phase included:

**Mission (1890-1920)**



# Colonial Revival (1880 – 1955)

Since the Colonial Revival began in the 1880s, a version of the style can be seen throughout the architectural history of the United States. The Philadelphia Centennial of 1876 is credited with first awakening and interest in our colonial heritage. Early examples of the Colonial Revival style were free interpretations of the style. However, with the printing press came the ability to disseminate information on the correct proportions and details of the style, and most Colonial Revival houses built between 1915 and 1935 are historically correct copies of early colonial architecture. The depression of the 1930s and changing postwar fashions led to a simplification of the style in the 1940s and 1950s (for example: side-gabled, simple door surrounds, cornices and details that only suggest colonial precedents.

Colonial ranch houses were built in the 1940s - 1960s. Although the popularity of the style waned in the 1950s, built-in garage subtypes continued in pattern books until 1980, when New Traditional versions of the Colonial Revival emerged.

Key features of the Colonial Revival: accentuated front door, normally with a decorative crown supported by pilasters or extended forward and supported by slender columns to form an entry porch; doors with overhead fanlights or sidelights, facade normally symmetrical windows and center door; windows with double-hung sashes, usually with multi-pane glazing; windows frequently in adjacent pairs.

Many of the houses in Oxford with Colonial Revival influence have clapboard siding and are simple in form and ornament. The house at 210 S. 5th Street is an exhibit of groupings of double-hung windows with a 9-over-9 pattern, a characteristic of the style. A fanlight tops the entrance door. Other examples of the style in Oxford are often symmetrical on the front facade, with a porch accentuating the front entrance.

## DID YOU KNOW?

From 1910 to 1930, about 40% of the houses in the United States were built in the Colonial Revival style.

## DEFINING CHARACTERISTICS

- Simple, practical design style
- Symmetrical primary facade with primary entrance accentuated by a porch or portico
- Unornamented
- Rectangular plan
- Walls with little to no ornament
- Usually brick construction, but wood clapboard examples exist
- Cornice ornamented with dentils
- Regular placement of doors, windows, and dormers
- Double-hung window sashes, often with multi-pane glazing
- Windows commonly in adjacent pairs
- Corner quoins on masonry examples



1205 S. 11th Street, c. 1910



## Neo-Classical (1895 - 1955)

The Neo-Classical style represents a revival of interest in classical models of architecture that began at the World's Columbian Exposition, held in Chicago in 1893. The theme of the exposition was "classical," and all the world's best-known architects designed dramatic, symmetrical, heavily colonnaded buildings that became the latest fashion in architecture. Countless commercial buildings constructed

in the following decades were inspired by the monumental scale of the exposition buildings, but the style can be seen in residential architecture of the time as well. The Swaney residence (634 N. Lamar Blvd.), built around 1910, is an example of a Neo-classical design with dramatic, classical columns on a symmetrical facade and a full-height porch.

### DEFINING CHARACTERISTICS

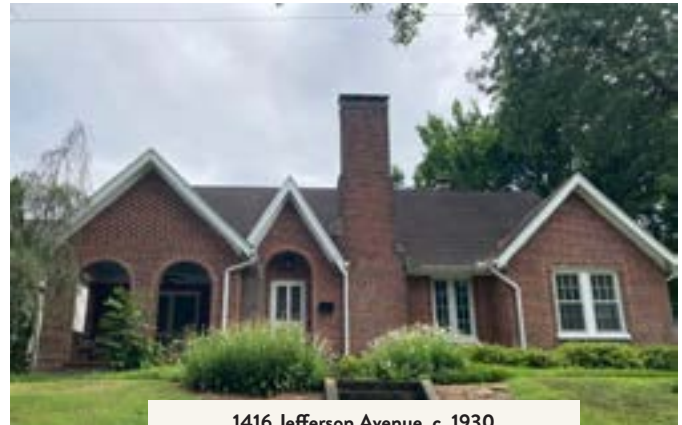
- Characterized by grandeur of scale, simple geometric forms, dramatic use of columns and blank walls
- Symmetrically balanced facade, often with a full-height porch supported by classical columns with Ionic or Corinthian capitals
- Elaborate door surrounds, typically with narrow, rectangular glass panes on the sides and top of the door



634 N Lamar Boulevard, c. 1910

## Tudor Revival (1890 - 1940)

The earliest American Tudor homes were architect-designed landmark houses patterned after late Medieval buildings with Renaissance detailing. After World War I, less pretentious Tudor houses featuring half-timbering and symmetrical facades became popular as masonry veneering techniques allowed even modest examples to mimic the brick and stone exteriors of English prototypes. Wall materials greatly influence the appearance and give the Tudor-style home a typical appearance that is unique to the area. The asymmetry of the style allowed versatility in floor planning and later allowed for ease of incorporating additions.



1416 Jefferson Avenue, c. 1930

One of the only examples in Oxford of a Tudor Revival style influence with half-timbering details and stone masonry in the facade exists at 1013 S. Lamar. Other character-defining features include the asymmetrical facade and narrow windows in multiple groupings. Most other examples of the style's influence in Oxford are brick masonry construction, which commonly features a semicircle arch porch entry and a prominent chimney on the front facade.

### DEFINING CHARACTERISTICS

- Classical style featuring a symmetrical facade and rows of impressive columns
- Walls of stone or brick masonry with stucco
- Wood half-timbering in the upper gables
- Stone foundation
- Steeply pitched roof, with prominent cross gables
- Large-scale, prominent chimney
- Narrow windows of multiple groupings and many window panes
- Round or Tudor arch at front door or entry porch



1013 S. Lamar Boulevard, c. 1920



## Mission (1890-1920)

The Mission style originated in California. Typically Hispanic design elements, including shaped parapets, arches, quatrefoils windows, were adapted to traditional shapes. The Mission-shaped dormer or roof parapet is the most identifiable feature of the Mission style. Other common features include: red tile roof covering, widely overhanging eaves, usually open porch roofs supported by large, square piers, commonly arched above, wall surfaces are usually smooth stucco.

### DEFINING CHARACTERISTICS

- Simple style with covered archways supported by large, square columns
- Symmetrical plan (square or rectangular)
- Smooth, unadorned stucco walls
- Hipped roof
- Mission-shaped dormers or roof parapets
- Red clay tiled roof with wide overhanging eaves and exposed rafter tails



402 Van Buren Avenue, c. 1928



## MODERN PERIOD STYLES (1900 - PRESENT) -----

### EARLY MODERN

#### **Craftsman (1840-1880)**

American architect Frank Lloyd Wright shaped the early Modern movement in the United States. By 1902, he had created an entirely new kind of house, the Prairie, with free-flowing interior spaces, new spatial effects, and an innovative vocabulary of ornament that did not mimic historic forms. Greene and Greene, Wright's contemporary on the West Coast, perfected the Craftsman style and spread its American Arts and Crafts ornamentation throughout the United States.

#### **Modernistic (1920 - 1940)**

European architects drastically changed the Modern movement by rejecting ornament and designing "machine age" buildings that were reduced to basic functional forms, beginning the mainstream modernism movement. In the 1930s, the Bauhaus School of European architects (Walter Gropius, Mies van der Rohe, and Marcel Breuer) fleeing Hitler brought the International style to the United States in the 1930s - 1950s. Its stark forms proved more popular for skyscrapers than homes. However, Art Deco and Art Moderne-style houses were built during this time, and apartment buildings were even more common in this style.

### MAINSTREAM (OR BANKERS) MODERN

After World War II, the United States adopted a goal that all returning veterans would be able to own a home. In the mid-century, the Federal Housing Administration's mortgage insurance program regulated the type of homes that could be built in typical neighborhoods. The FHA refused to finance starkly modern houses, and the more conservative branch of modernism, "Banker's Modern" or Mainstream Modern, was born. The following Mainstream Modern styles were primarily used in Oxford:

#### **Minimal Traditional (1935 - 1950)**

#### **Ranch (1940 - 1970)**



## Craftsman (1900 – 1930)

Around 1903, architects Greene & Greene began designing simple Craftsman-style bungalows. These one, or one and one half, story bungalows feature low-pitched, gabled roofs with wide, unenclosed eave overhangs; exposed roof rafters; decorative false beams added under gables; porches, full or partial width with roofs supported by tapered square columns; columns or piers frequently extend to the ground level. This was the dominant style for smaller houses built throughout the country during the period from about 1905 until the early 1920s and was spread through pattern books and popular magazines during the 1930s.



927 Hayes Avenue, c. 1925

### DEFINING CHARACTERISTICS

- Inspired by the Arts and Crafts movement, with an emphasis on beautiful craftsmanship
- Natural, oversized bungalow appearance
- One or one-and-one-half stories
- Partial or full-width open front porch with heavy piers and square or tapered columns
- Continuous piers or columns (i.e. piers continue to the ground without a break at the porch floor)
- Walls of stucco, brick, stone, or wood, usually in combination
- Broad gable or hipped roof with overhanging eaves
- Exposed roof rafters
- One or two large roof dormers on the front façade
- Decorative false beams under the roof gables
- Wood windows with three-over-one, or four-over-one, grouped light sash



904 S Lamar Boulevard, C. 1920

## Modernistic (1920-1940)

The Art Deco, or “zigzag” modernistic style of architect Eliel Saarinen, was commonly used in apartment buildings in the 1920s and 1930s. It has smooth wall surfaces, usually of stucco; zigzags, chevrons, and other stylized and geometric motifs; and vertical projections above the roof line for vertical emphasis. “The Flamingo” building in Oxford is an example of the Art Deco style.



1013 University Avenue, The Flamingo, c. 1937

### DEFINING CHARACTERISTICS

- Style characterized by emphasis on asymmetrical compositions and minimal ornamentation
- Inspired by industrial design and aerodynamic forms
- Horizontal design emphasis
- Asymmetrical facade
- Smooth wall surface, usually created with stucco
- Flat roof
- Horizontal lines, grooves, and banding (coping) at roof line
- Embellishments: horizontal railings, glass block sections of wall or windows, round windows or rounded corners
- Neutral or muted colors



911 Filmore Avenue, c. 1947

The Art Moderne, or streamlined modernistic style, was influenced by streamlined industrial design for ships, airplanes, and automobiles. The style has smooth wall surfaces, usually of stucco; a flat roof, usually with a small ledge or coping at the roof line; horizontal grooves or lines in walls and horizontal balustrade elements give it a horizontal emphasis, and the facade is usually asymmetrical. One or more corners of the building may be curved, and windows frequently continue around corners. Glass blocks are often used in windows or as entire sections of walls, and small round windows are common.



## Minimal Traditional (1935-1950)

Large concentrations of Minimal Traditional homes were built throughout the United States after World War II, sometimes using only a few designs in a subdivision. They were small houses that could be built quickly with FHA-insured loans in the midst of the Great Depression. These late 1940s developments, such as Avent Acres in Oxford, were necessary to fulfill the wartime GI Bill promise that every returning serviceman would be able to purchase a home. A flood of house plans and pattern books for small houses were published between 1935 and 1950, and many included careful descriptions of the FHA loans available to build these homes. Because the Minimal Traditional style had prior approval by the FHA, loans were easily approved for this style of home. Homes with a more modern look often encounter obstacles and delays.

The minimal traditional home is a small, simple, generally one-story house with minimal detail. It has a low-pitched, often gabled roof, roof eaves with little or no overhang, double-hung windows, typically multi-pane or 1/1, and rarely dormers.

### DEFINING CHARACTERISTICS

- Designed to be simple, economical, mass-producible
- Large versions usually have masonry lower walls and wood siding in gables
- Smaller/ simpler versions do not have chimneys and feature one siding material
- Some versions have a small garage attached to one facade
- One to one-and-a-half stories with a rectangular footprint
- Front entrance is usually located under a portico or slightly recessed under the main roof (no porch)
- Minimal decoration
- Concrete (or occasionally stone) foundation
- Simple roof line, often shallow side-gabled roof with a front-facing cross-gable
- Chimney is often located at an end wall



412 South 11th Street, c. 1950



Avent Acres, c. 1950

## Ranch (1935-1975)

The Ranch style is another small house type that was approved under FHA financing guidelines after World War II and was promoted for the family-oriented lifestyle of post-war American families. In the 1950s and 1960s, the ranch-style home was undoubtedly the most popular house style in the United States. Ranch-house suburbs became a dominant part of many American cities, made possible by the country's increasing use of the automobile. A single developer often built entire subdivisions and learned how to inexpensively vary the appearance of similar house plans. As developers also lobbied for higher loan limits, the typical size of the Ranch style house increased greatly in the 1950s and 1960s.

Ranch-style houses can be found throughout Oxford's neighborhoods in many variations. It is primarily identified by its broad, one-story, low-to-the-ground shape. It usually has a low-pitched roof without dormers and a wide roof overhang. The front entry is usually located off-center and sheltered under the main roof of the house, and the garage is typically attached to the main facade, although the orientation varies - front, side, or rear. A large picture window is usually present on an asymmetrical facade. The typical Ranch house sits on a pre-fab concrete slab foundation and has a low, usually eight-foot, ceiling height, creating a linear, rambling appearance. Most Ranch houses do not feature details from a single style but rather freely mix and match details loosely based on Spanish, French, or English precedents.

### DEFINING CHARACTERISTICS

- Broad single-story shape, usually built low to the ground
- Asymmetrical facade
- Open concept plan
- One-story
- Off-center front entry sheltered under the main roof
- Garage, usually apparent on the facade
- Single low-pitched gabled or hipped roof
- No dormers
- Moderate to wide overhangs
- Large picture windows



1315 Pierce Avenue, c. 1955

# Vernacular Architectural Forms

Vernacular architecture, sometimes characterized as “Traditional” or “Folk Houses,” refers to historic residential dwellings that were not designed by an architect and do not conform to a particular style. Rather, they were developed based on local needs, the availability of construction materials, and local construction expertise. Many different types of vernacular architecture exist; the following are the main types found in Oxford’s historic districts: **Cottage, Bungalow, Cape Cod / Hall and Parlor, Gable and Wing, I House, and Cross Gable.**

Vernacular architecture is generally simpler in design and uses little ornamentation. The overall form, building footprint, and massing define these homes rather than elaborate ornamentation and architectural features. Because these homes are the result of local ingenuity, they are usually socially conscious and sustainable and reflect the local history in their details. Many of Oxford’s vernacular homes are influenced by the high styles discussed above but do not follow the formal description of the style. They should, however, be appreciated and protected generally for their contribution to the overall fabric of the historic districts and specifically for their reflection of the local history and traditions of Oxford.

## Cottage

The cottage is a small, cozy, modest house characterized mainly by its modest size: usually one or one and a half stories. Oxford has many cottages that vary in stylistic influence.

## Bungalow

The bungalow is a small, comfortable, affordable type of house that became popular all across the United States in the 1910s and 1920s to fulfill the growing demand for homeownership and remains popular today. This low-style house was easily adapted to many different architectural styles. Bungalows usually have a broad front porch and large sloping roofs with deep overhangs and porches. They are usually one or one and a half stories with a larger first floor than the second floor and the upper rooms set in the roof using dormer windows. The bungalow was typically constructed with wood siding and had plain woodwork. However, it may feature brick, stucco, or stone exterior walls. It has a large chimney and one room that extends across the front of the house. Multiple roof configurations are used for a bungalow.

## Cape Cod / Hall and Parlor

The Hall and Parlor type of vernacular house was popular in colonial America and rural England. They were modest, practical houses defined by their steep roofs, central chimney(s), symmetrical design, dormer windows and natural materials. They were rectangular, two-room houses. The “hall,” or front room was smaller and served as the reception room. The “parlor” was the larger room in the back of the house, meant for entertaining.

The Cape Cod was a later iteration of the Hall and Parlor style house that was typically one and a half stories, with smaller rooms, a central front door and an area in the center of the house for a chimney.



## Gable and Wing

The Gable and Wing, or Upright and Wing, vernacular house type has a one-and-a-half to two-story wing with a front-facing gable roof and a side wing set at a right angle. Many of these homes were laid out in a “L” shape, with the entryway shifted to the “wing” section under a covered porch.

## I - House

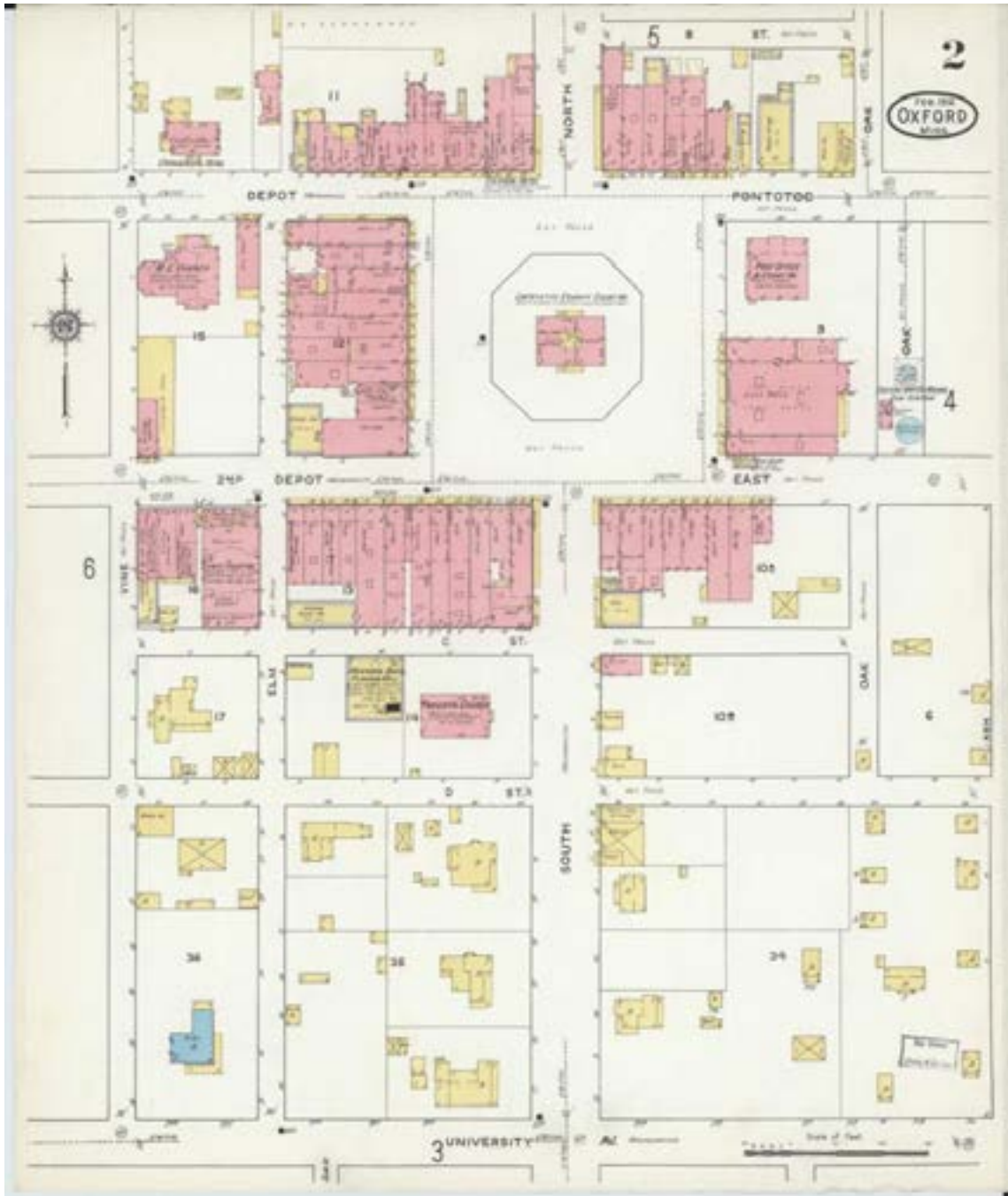
The I-House was popular from the colonial period through the late 19th century. This typically two-story house is identifiable by its side gabled roof form and its layout of two rooms wide, one room deep. Its facade is usually symmetrical with a central entrance and a room to each side. The I house may be of wood frame, brick, or stone construction.

## Cross Gable

The Cross-Gable is usually a bungalow sub-type with gables on at least two sides, usually intersecting at 90 degrees (length and height of gables can vary).

## Commercial Vernacular (1850-1920)

Oxford was founded in 1836 when a 50-acre tract of land was donated to establish the town. A town square was quickly constructed of mostly wood frame structures in the center of the town, and Oxford soon became the commercial and agricultural center of the surrounding areas. Although none of these original buildings exist today because they were burned during the Civil War, this arrangement established the Courthouse Square area that remains the heart of Oxford today. Reconstruction was complete in Oxford by 1870 and, with some exceptions such as the Greco-Italianate courthouse and the Romanesque Revival style Federal Building (now City Hall), the newly rebuilt Oxford Square consisted mainly of commercial vernacular buildings.



Sanborn Map of Oxford from February 1916

The commercial vernacular, similar to the vernacular house types discussed above, is a simple, modest commercial building design with no distinct style but rather is characterized by its defining features. The typical three-part commercial vernacular consists of a storefront, upper stories, and a cornice or parapet.

The simply-designed commercial vernacular buildings of the Oxford Square in the late 1800s were generally one or two stories high, with a storefront system on the first floor and large retail display windows. Most second stories had a simple arrangement of windows. Above the storefront was usually a simple cornice or I-beam. The ornament was minimal and usually included a projecting cornice with brick corbeling, wood or metal friezes, and sometimes with a scrolled bracket at each end. As Oxford grew and expanded, partly due to agricultural endeavors, the commercial vernacular became the 20th Century Commercial style, and cotton gins and warehouses were constructed in downtown Oxford. Although most commercial vernacular, or 20th Century Commercial, buildings of the Oxford Square did not reflect any specific style, many were heavily influenced by the high styles. For example, Square Books is an example of the Italianate Style. Elements characteristic of the Italianate style in residential design appear in commercial buildings in the form of tall, regularly spaced windows with heavy window hoods. The use of arches at the entrance and decorative brackets and brick detail at the cornice are also hallmarks of the style. The bank building adjacent to Square Books at 154 Courthouse Square has a high Victorian Italianate influence as well. The stand-out features are the Mansard-style roof with segmental and rectangle parapet projections as well as corbell and bracketed cornice details. Elements of the Colonial Revival style appear on the square at 1106 Van Buren (Marchbanks Real Estate), and Off-Square Books has Eclectic style features such as a shaped roof parapet, stucco facade, and diamond-shaped blind panels.



114 Courthouse Square, c. 1875



211 S. Lamar, c. 1929



160 Courthouse Square, c. 1880



129 Courthouse Square, c. 1880







# **COA APPLICATION AND DESIGN REVIEW PROCESS**

# COA APPLICATION AND DESIGN REVIEW PROCESS

A property owner proposing work on any property in one of Oxford’s historic districts must consider the requirements of the Historic Preservation District. This section of the Design Guidelines discusses the process of determining whether a Certificate of Appropriateness must be issued by the Historic Preservation Commission (or with administrative approval) prior to commencing work and explains the process of applying for the Certificate of Appropriateness and presenting the project to the appropriate Historic Preservation Commission.

## COA Application Determination

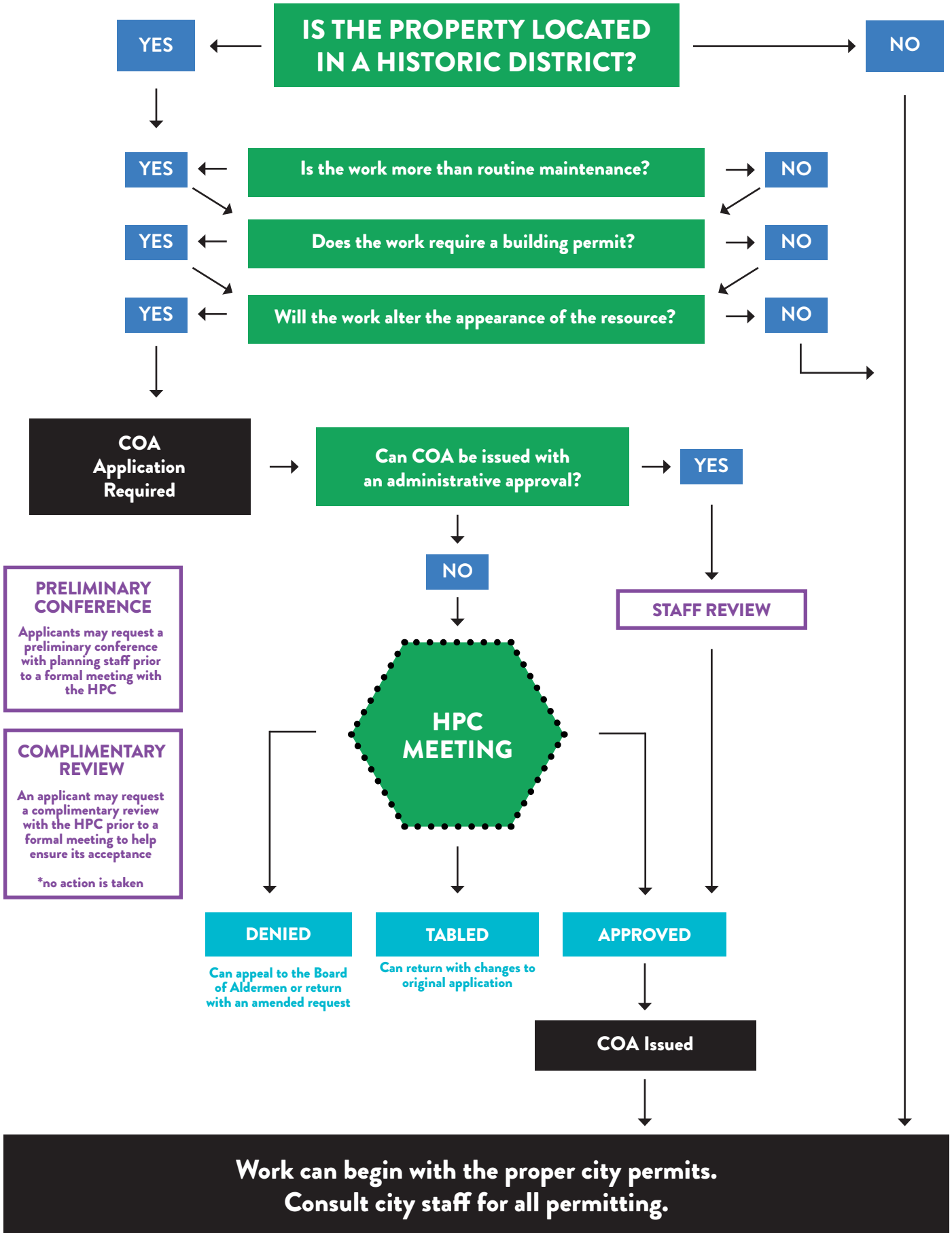
### How does a property owner know if HPC approval is required to begin work?

If a property owner proposes any work, including new construction, additions, demolition, material replacement or signs, on any property in one of Oxford’s historic districts, a Certificate of Appropriateness may be required. A Certificate of Appropriateness (hereinafter COA) is a document evidencing a preservation commission’s approval of work proposed by an applicant on a resource within a historic district. All work that requires a building permit must first receive a COA from the appropriate HPC. Conversely, obtaining a COA does not guarantee that a building permit will be issued. Each project must comply with many zoning, building, and safety codes that the HPC is not responsible for considering.

If a building permit is not required, a COA may still be required if the proposed work alters the appearance of the building. This section and the following chart demonstrate the process for obtaining a COA. A property owner should always, however, contact the Planning Department prior to beginning work in a historic district.

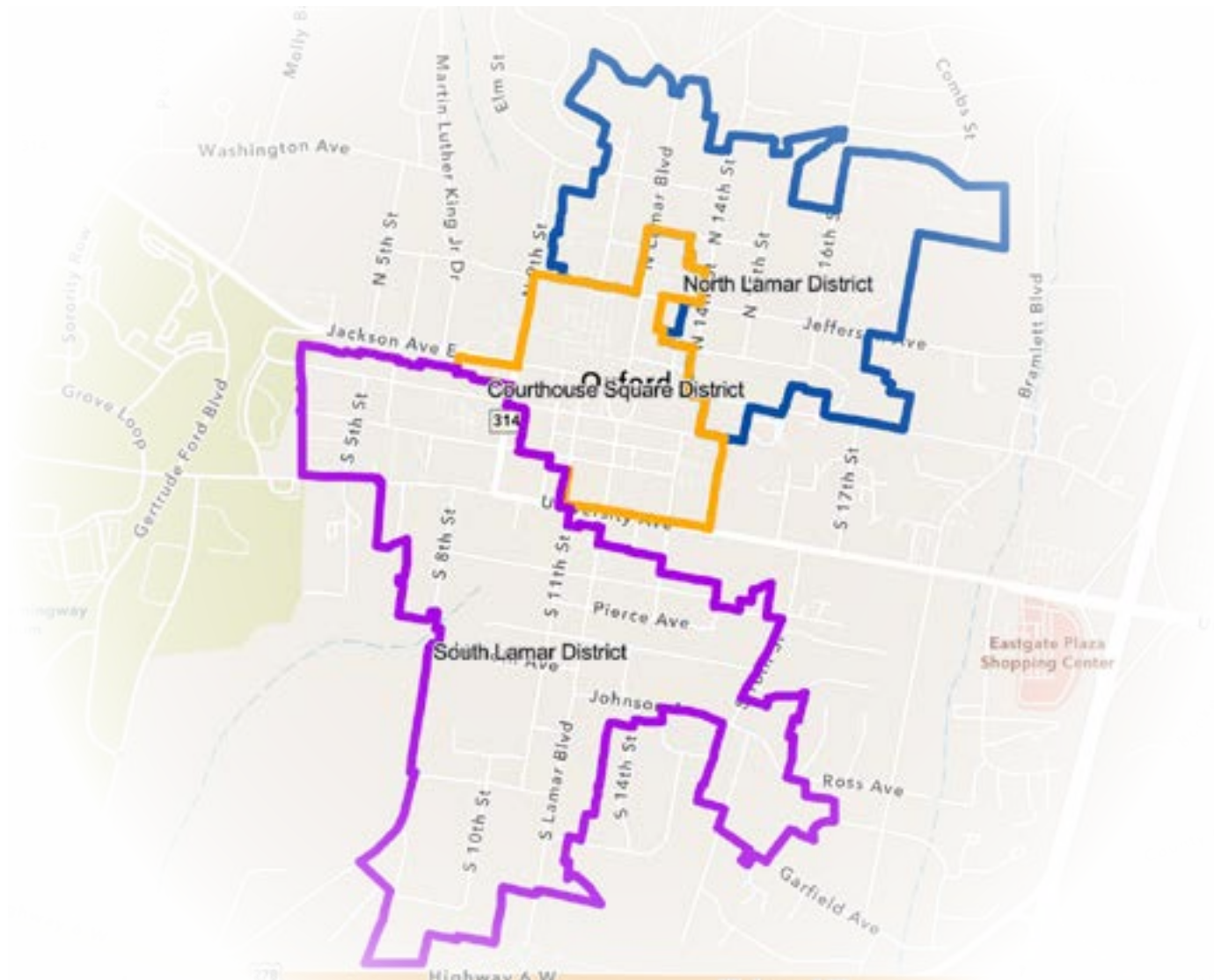






## Is the property located in a historic district?

In determining whether a COA is required, an applicant must first determine if the property is located in one of Oxford's locally protected historic districts: Courthouse Square Historic District, North Lamar Historic District, and South Lamar Historic District.



To view the current district maps: <https://coogis.maps.arcgis.com/apps/instant/attachmentviewer/index.html?appid=16d19b0103ae4e58b139ca0a635f97f9>

## Are the changes or additions considered ordinary repairs or routine maintenance?

Work involving “ordinary repairs” or “routine maintenance” does not require a COA, as long as it does not involve a change in the design, material, or appearance of the building. A home or building owner proposing work in a historic district that could be considered ordinary repair and/ or routine maintenance should consult the City of Oxford’s Planning Department.

“Routine maintenance” generally involves the least amount of work needed to preserve the historic materials and features of a building. For example, routine maintenance of a wood-sided building would include scraping, caulking, and repainting. Repairs to historical material, such as wood siding, generally involve patching and piecing in with new material that matches the historical material in type, design, dimension, texture, detailing, and exterior appearance (in-kind).

“Ordinary repair” is work done to prevent deterioration of a resource or any part thereof by returning the resource to its condition prior to such deterioration, decay, or damage.

Regular maintenance of individual historic structures is vitally important to the longevity of locally protected historic districts as a whole. Because routine maintenance helps to preserve buildings and property, it also protects real estate values and investments and keeps Oxford an attractive place to live, work, and visit. Therefore, Oxford encourages, and in some instances requires, protective maintenance of properties in historic districts. At a minimum, the exterior features of properties in a historic district must meet Oxford’s minimum housing and building codes.

## Does the change or addition alter the appearance of the structure?

Any change that alters the exterior appearance of the building or structure, including a change in design, material, or appearance, requires a COA.

The following examples would alter the appearance of the structure and would, therefore, require a COA:

- Replacement of ANY historic material with a different material, such as replacing true wood with fiber cement (Hardi) or vinyl products
- Any window, door replacement
- Painting masonry that was not previously painted

## Does the change or addition require a building permit?

If a building permit (or similar authorization from the City) is required prior to any work on a building or structure in a historic district, a COA is also required.

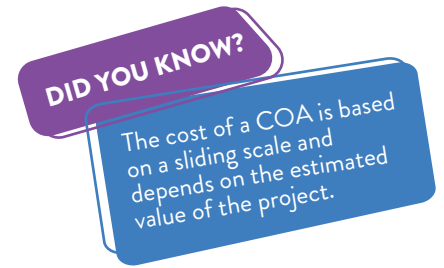




# COA Application Requirements

Once a determination is made that a COA is required, an applicant must complete and submit an application to the City of Oxford's Planning Department for an initial review. Planning Staff will comply with all public notice requirements and will then include the application on the next available agenda for the appropriate HPC meeting.

Depending on the type and complexity of the application, additional materials may be required for a COA application to be considered complete. For example, a proposal for an addition to a structure would likely require a site plan, elevation drawings, a materials list, and any necessary specifications for new materials. For a commercial sign, a complete application would likely include a drawing or rendering, dimensions, materials, and installation details.



An applicant should consult the Planning Staff with any questions about what documentation is required for the HPC to have a complete understanding of the proposed project. If all required information is not provided in a timely manner, the application process will be delayed.

## Design Review

### Administrative Review or HPC Review?

After a complete COA application is received, including all requested drawings and documents, the Director of Planning determines whether an administrative review is appropriate or if an HPC hearing is required.

### Administrative Review

Administrative review is allowed in order to expedite the processing of COA applications for routine, minor, or compatible work. It is appropriate when the work is not likely to have a significant effect on the historic character of the property. The Director of Planning may, at any time, determine that the application requires HPC approval.

If an application is approved administratively, work can begin immediately after receipt of the necessary building permits or other required City approvals. The item is placed on the appropriate HPC agenda as an administrative approval item so that the documentation is available to the public.

### Preliminary Conference/Complimentary Review

Any applicant may request a preliminary conference with the Director of Planning or Planning Department Staff for the purpose of resolving design issues prior to HPC review.

An applicant may also request a complimentary review before the appropriate HPC prior to finalizing the details of the COA application. If the Director of Planning determines that a complimentary review would be helpful and appropriate, the applicant is added to the agenda for the next HPC meeting. Documents that the applicant would like to present to commission members for complimentary review are due five days prior to the HPC meeting.



## Historic Preservation Commission Review

The HPC holds a public hearing once a month to review applications for COAs. Each applicant seeking a COA, or applicant's representative, has the opportunity to present the project and all relevant evidence in support thereof to the members of the HPC. If necessary, the HPC then recommends changes or modifications to bring the proposal in compliance with these design guidelines, the historic preservation ordinance, and the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.

At the HPC public hearing, the commissioners consider the following general factors when evaluating a COA application:

- Architectural design of the existing building, structure, or appurtenance and proposed alteration
- Historical significance of the resource
- The general appearance of the resource
- Condition of the resource
- Materials composing the resource
- Size of the resource
- Relationship of factors 1-6 and their effect on the architectural character and integrity of the historic district as a whole.

More specific considerations are found in the appropriate sections of these Design Guidelines.

If the application is approved, the HPC issues a letter of approval and gives notice to the applicant and the building official. The applicant must then move forward with any other city requirement, such as a building permit, special use permit, variance, or other authorization.

If the HPC denies the COA application, the applicant may appeal to the Director of Planning, who forwards the appeal to the Mayor and Board of Aldermen for consideration.

### DID YOU KNOW?

Changes to a project after receiving a COA can invalidate it! If changes are proposed to the design or details of the project after receiving a COA, contact the Planning Department to determine whether the changes require additional action.

# Frequently Asked Questions (FAQS)

## **What is a (COA) Certificate of Appropriateness?**

A document evidencing the Oxford Preservation Commission's approval of work proposed on a resource within a historic district.

## **How much does it cost to get a COA?**

The cost of a COA is based on a sliding scale and depends on the estimated value of the project. Consult with the City of Oxford's Planning Department staff for more information on costs.

## **Does work to the interior of a resource require a COA?**

The HPC only has jurisdiction over the exterior of properties. However, any interior work that alters the facade or exterior of a structure requires a COA.

## **What kind of documentation do I need to submit with my application?**

A set of plans and drawings showing all exterior elevations proposed for additions, alterations, rehabilitation, or new construction and the type of work proposed, including overall dimensions and type of materials to be used on walls, roofs, windows, trim, and siding.

A site plan indicating property lines, setbacks, location of the structure or proposed location of a new structure, accessory building, parking facilities, exterior lighting, fencing, landscaping, and screening for utilities. Photographs of existing structures, or if for new construction, a photograph of the lot and the adjoining structures.

## **What is a contributing resource?**

A resource within a historic district is found to be from a specific period of significance and has enough of its original features and character intact to retain its integrity.

## **What is a non-contributing resource?**

A resource within a historic district that has been altered to the point that its historical significance and integrity have been lost. In some cases, a resource can be reverted to contributing by removing, if possible, the previously altered portion of the resource. For example, if a structure has been resided with vinyl and that siding is removed and replaced with wood siding or alternatively appropriate material it may then be reconsidered as contributing.

## **Who regulates the Historic Preservation Districts?**

There are two Historic Preservation Commissions. The Courthouse Square HPC has jurisdiction over the Courthouse Square Historic District. This commission has five members who serve three years of staggering terms. The Historic Preservation Commission has jurisdiction over the North Lamar and South Lamar Historic Districts and has seven members. The members of both commissions are appointed by the Mayor and Board of Aldermen and can be reappointed. Additionally, the majority of members in the CSHPC must live or own a business in the district, and the majority of HPC members must own or reside in a district.

## **Can an application be approved administratively?**

After all required review materials for a COA are received, the Director of Planning determines whether administrative review is appropriate or if an HPC review is required. Administrative review is allowed in order to expedite the processing of COA applications for routine, minor, or compatible work. It is appropriate when the work is not likely to have a significant effect on the historic character of the property. The Director of Planning may request additional documentation and may, at any time, determine that the application requires HPC approval.



### **What are the benefits to living in a historic district?**

A locally designated district protects the historic character of the neighborhood. These neighborhoods tend to be more stable and have a positive effect on property values. It also guards against the intrusion of incompatible new construction.

### **What is a Complimentary Review?**

If an owner or agent of the owner desires to do so, they can request a complimentary review from the Commission. This allows the owner or agent constructive feedback for the purpose of making changes or adjustments to their project, which may help ensure its acceptance. No action is taken for a complimentary review requiring the applicant to return with a formal application.

### **What is demolition by neglect?**

Demolition by neglect means improper maintenance or lack of maintenance of any resource, which results in substantial deterioration of the resource and threatens its continued preservation.

### **What is ordinary repair or routine maintenance?**

Ordinary repair or routine maintenance means work done to prevent deterioration of a resource or any part thereof by returning the resource to its conditions prior to such deterioration, decay, or damage. Repainting or minor repairs are considered ordinary repairs or routine maintenance.

Ordinary repair or maintenance is not considered an action controlled by the Oxford Preservation Ordinance.

### **What is a historic resource?**

A historic resource is an individual building, site, monument, structure, or area that has been determined to have historical significance and whose distinctive character conveys unique architectural and/or cultural heritage.

### **What if my application is denied?**

Applications that are denied shall not be resubmitted in substantially the same form for six months after denial.

### **What if my plan is not approved and I disagree with the HPC's recommendations?**

The applicant may appeal to the Mayor and Board of Aldermen at their next regularly scheduled meeting.

### **Who can I call if I have questions about repairs, alterations or the COA process?**

The Planning Department staff are qualified and happy to assist in answering any technical questions, explaining the review process, and helping fill out the application.

### **Do I need to hire a professional to prepare my application to the HPC?**

An individual owner or owner agent may present a COA application to the HPC, however hiring a professional who is familiar with the process and can prepare plans for any alteration is an option to be considered to expedite approval.

### **Can the HPC have the authority to tell me what color to paint my house?**

The HPC does not regulate color. However, commission approval is required when painting a resource that has not been previously painted. Unpainted materials, like brick, should remain unpainted.

### **Where is the HPC meeting held?**

The Historic Preservation Commission meeting is held every third Monday of the Month at 5 p.m. in City Hall's upstairs courtroom. Likewise, the Courthouse Square HPC meets on the first Monday of the month at 5 p.m. in City Hall's upstairs courtroom.

### **What if I make changes to a plan during construction after the COA has been granted?**

Any changes deviating from an approved COA plan, is considered a violation of the city code and requires an amended COA. If the completed project does not match the approved plans, a final inspection permit and certificate of occupancy will not be issued. The HPC can require the removal of the amended alteration.







# DEMOLITION



# DEMOLITION

## Overview

The demolition of all, or portions, of a structure in one of Oxford's historic districts is considered drastic since the character of the area is altered. As a result, the demolition of a contributing or non-contributing structure within a district is rarely considered appropriate.

A Certificate of Appropriateness for Demolition from the appropriate Historic Preservation Commission is required to demolish a structure in a historic district. Demolition is defined as the complete or partial removal of a building, structure, object, or site, including landscape features.

Demolition requests are subject to additional notice requirements and additional supporting document requirements. Therefore, a property owner seeking demolition in a historic district should always consult the requirements of the [Historic Preservation Ordinance, Sec. 53-27](#), and seek guidance from Planning Staff prior to submitting an application for demolition.

## Factors Evaluated For a COA For Demolition

The HPC must specifically consider the following criteria when evaluating the appropriateness of demolition in a historic district:

1. The **individual** architectural, cultural, and/or historical significance of the structure.

The HPC will consider the individual history and significance of the structure, including its style, detail, and unique features. The condition of the structure will also be evaluated to determine whether the structure retains its integrity. Loss of integrity, if any, should be substantiated with photographic evidence and a detailed description of the property, with reports from licensed professionals, if applicable.

2. The importance or contribution of the resource to the architectural character of the **district**.

The HPC will consider the structure's place in the history of the area and will determine the impact of removing the structure relative to its context. The HPC will consider what will be rebuilt in place of the demolished structure and will further consider the future utilization of the entire site.

3. The difficulty or impossibility of reproducing such a resource is due to its texture, design, material, or detail.

Recreating historic details such as columns, windows, and trim is difficult and unlikely because of changes in technology, craftsmanship, and production. Therefore, the HPC will also consider alternatives to demolition.

4. The **amount** or percentage of demolition.

The HPC will consider the ratio of the proposed demolition to the amount of the remaining structure. No more than thirty (30) percent of an individual facade or forty (40) percent of the building as a whole may be permanently or temporarily removed. The applicant must provide evidence of compliance with this requirement in the COA application.

5. The methods and techniques proposed to execute the demolition. A demolition and stabilization plan is required with each demolition application.

The reason or need for the demolition must be provided to the HPC. If structural issues are the reason, a structural report must be included with the application. In most cases, a COA for Demolition can not be issued unless a COA for new construction is also approved.

## Discouraged

- Demolition of original features such as porches, wings, cupolas, or significant existing additions
- Demolition that results in an altered style, including demolition for the purpose of adding historicized details
- Demolition of an original roof line, including a change in pitch or height that is visible to the public or obscuring an existing roof with a new roof of a different pitch or material
- Demolition in full of existing siding
- Enlarging or obscuring existing door or window openings
- Creating new door or window openings

### DID YOU KNOW?

The Design Guidelines do not discuss "partial" demolition because demolition of any part of a structure in a historic district is evaluated in the same manner as a complete demolition and, thus, requires a COA for demolition.

## Recommended

- If demolition is approved, donation of salvageable materials such as windows, doors, hardware, shutters, bricks, and siding to an architectural salvage company for use in other projects rather than disposal in landfills is recommended.

## Demolition of Accessory Buildings

In general, the demolition of accessory buildings or structures, such as sheds, carports, detached garages, and storage buildings, is evaluated by the appropriate HPC in the same manner as a complete demolition. Therefore, a COA for Demolition is required from the appropriate historic preservation commission for an accessory building.

In many cases, accessory buildings, or buildings that are not the main building or structure on a site, contribute significantly to the overall property or historic context. However, not all accessory buildings are compatible with the historic site and should be evaluated on a case-by-case basis. If an accessory building is considered historically or architecturally significant, demolition should not be allowed. In evaluating its historical or architectural significance, the appropriate HPC should consider whether the accessory building was:

1. Constructed at the same time as the principal building on the site?
2. Constructed after the principal building on the site but was used for a significant function?
3. Representative of an important architectural design or construction method?
4. Associated with an important event or person related to the property?
5. Built incorporating distinctive characteristics of form, style, materials, or detailing, or does it share those with the principal structure?

## Relocation & Moving a Structure

Maintenance and preservation of buildings in their original locations are encouraged, and moving any building from its original site should be avoided if possible. Once a building has been moved, it loses its association with the site and, thus, its place in time.

The appropriate HPC will consider the following in determining whether relocation of a structure into, out of, or within a historic district is appropriate:

1. The historical or cultural significance of the structure
2. The alternatives to relocation
3. The importance of the structure to the historic district
4. The future utilization of the site

If the appropriate HPC determines that retaining a structure at its original location is not feasible and all other alternatives have been explored, an application to move or relocate a structure can be considered. A COA application to relocate or move a structure is available on the City of Oxford website. The online application will prompt the applicant to provide the necessary documents. Documentation requirements vary based on the type and complexity of the project. See historic preservation ordinance, Sec., for requirements and contact Planning Department for additional details.







A sepia-toned photograph of a two-story house with a porch, overlaid with a white text box containing the title 'DEMOLITION BY NEGLECT'. The house has a gabled roof, a front porch with decorative columns and arches, and several windows. The porch has a railing and a few rocking chairs. The overall tone is warm and historical.

# DEMOLITION BY NEGLECT



# DEMOLITION BY NEGLECT

## Overview

The term “demolition by neglect” refers to the improper or lack of maintenance of any resource, which results in substantial deterioration of the resource, threatens its continued preservation, or allows a hazardous or unsafe condition to occur. As required by the City of Oxford’s housing code, building code, and historic preservation ordinance, all property owners must maintain the exterior features of buildings in historic districts and must keep the structures free from decay, deterioration, and unreasonable structural defects. If the HPC determines that a historic building is in a state of disrepair that threatens “demolition by neglect,” it will inform the property owner of the issues, encourage the property owner to protect the structure from irreparable damage, and enforce the “demolition by neglect” ordinance if necessary ([Section 54-27\(b\) of the City of Oxford’s Historic Preservation Ordinance](#)).

See Oxford’s adopted Policy and Procedure for Demolition by Neglect.

### How does the “demolition by neglect” process begin?

A concerned citizen, commission member, or city official requests that the HPC consider whether demolition by neglect is occurring on a property within a historic district. They submit a request to the Oxford planning department with the following information: address, owner’s name, photographs of the property and a description of the deterioration. The planning office then notifies the owner and places the request on the appropriate HPC agenda.



### What happens if the HPC receives evidence that a property appears to be neglected to such an extent that it is in danger of being lost?

After a demolition by neglect concern is brought to the HPC, a public hearing is held (at least 30 days after the request was filed) to discuss possible demolition by neglect. The HPC reviews the evidence of decay, deterioration, and structural defects, and if a majority of the commission members vote to proceed, they instruct the building official to visually inspect the property. The building official then makes a report with the findings of the inspection. If evidence of deterioration is not found, the process concludes and may not be initiated for 24 months. If evidence of deterioration is found, the city reports the findings to the property owner and gives the owner 30 days to repair, provide a plan for repair, or provide a rebuttal from a licensed professional.

## **What if the HPC finds that irreparable damage is occurring to the property?**

If the majority of commission members, after reviewing all information from the building official, owner, and any experts, find that the property is improperly maintained and that irreparable damage is occurring to the structure, it will make a preliminary finding of demolition by neglect. The owner receives notice of the finding and is given the opportunity to correct the deterioration.

## **What if, after receiving notice of the deterioration of the property, the owner does not work to preserve the structure?**

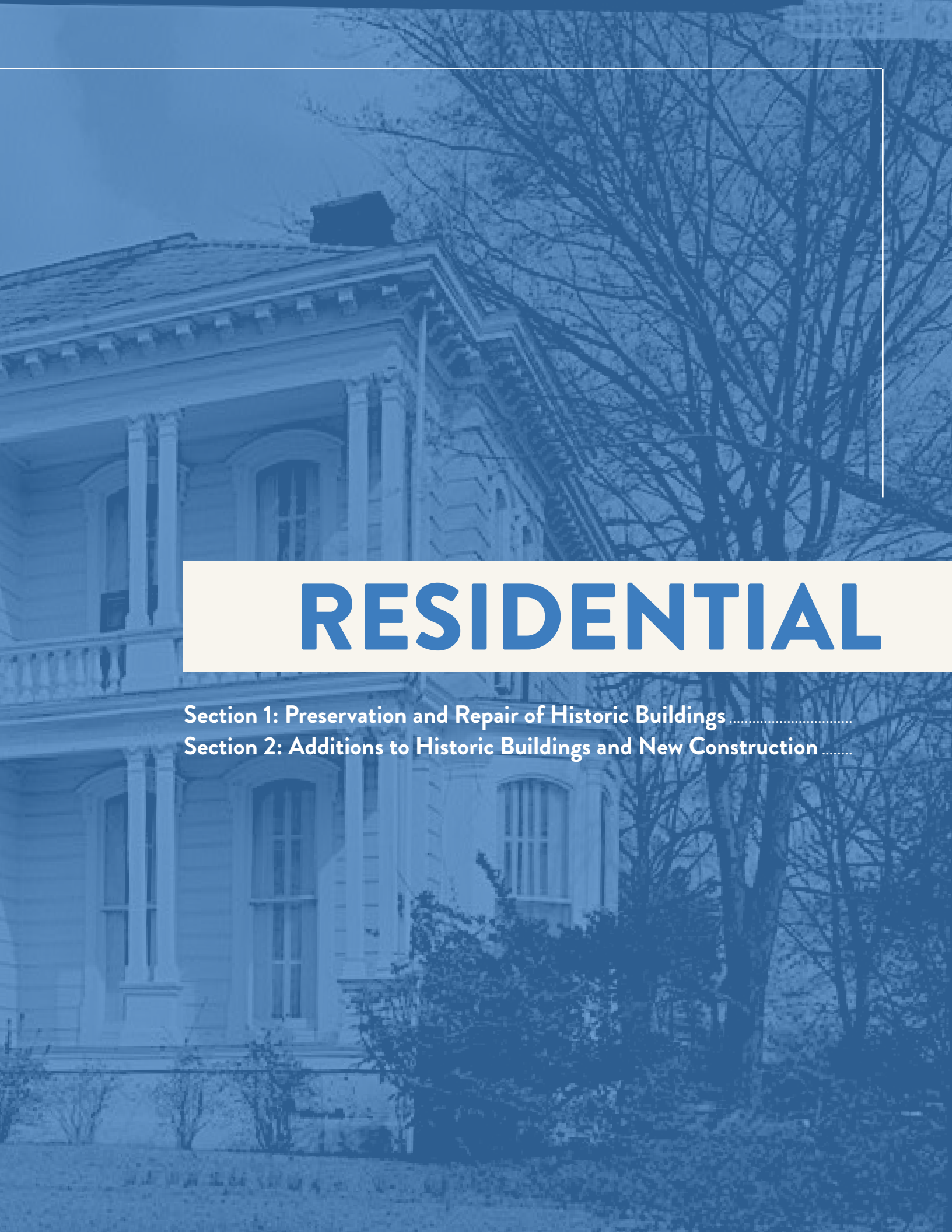
If the property owner fails to correct the issues brought to him/her by the commission members, the HPC holds another public hearing to make an official finding that the property is suffering demolition by neglect. After notice is again given to the owner and additional attempts are made to assist the owner in making a plan to maintain the property, charges may be filed by the building official, and fines may be levied against the property. The owner may, of course, appeal to the Mayor and Board of Aldermen.

Additional examples of demolition by neglect may be found in the historic preservation ordinance, Sec.54-27(b).









# RESIDENTIAL

Section 1: Preservation and Repair of Historic Buildings .....

Section 2: Additions to Historic Buildings and New Construction .....

# SECTION 1 | PRESERVATION AND REPAIR

## Materials

Wood

Masonry

Concrete and Stucco

Metal

Glass

Terracotta

Ceramic Tile

## Architectural Features

Porches and Entry Steps

Doors and Entrances

Windows

Blinds and Shutters

Awnings

Roofs, Chimneys, Gutters, and Dormers

Foundations and Crawl Space

Out Buildings / Accessory Structures

# MATERIALS

## Overview

The use of substitute materials is a complex issue with many factors one must consider depending on the material. Generally speaking, substitute materials do not have the longevity or strength of the original material, and the upkeep is often the same (cleaning, painting, etc.) The initial upfront cost is sometimes lower than historic materials but if the replacement of new materials is frequent due to deterioration from lower-quality materials and fabrication methods, cost advantages are then lost.

According to the National Park Service Preservation Brief #16: The Use of Substitute Materials on Historic Building Exteriors and the Secretary of the Interior's Standards for Rehabilitation requires that "deteriorated architectural features be repaired rather than replaced", wherever possible. In the event that replacement is necessary, the new material should match the original or historic material in composition, design, color, texture, and other visual properties. Use substitute materials only on a limited basis and only when they will match the appearance and general properties of the historic material and will not damage the historic resource.

Take great care when using substitute materials on historic building exteriors. Ultraviolet light, moisture penetration behind joints, and stresses caused by changing temperatures can impair the performance of substitute materials over time. Undertake this work only after consideration of all options, in consultation with qualified professionals, fabricators, and contractors, along with the development of carefully written specifications.



# Wood

Wood has played a major role in the construction of historic buildings in almost every period and style. It is used structurally for flooring, siding, ornaments, and interior finishes. Wood's availability and ability to be planed, sawn, gouged, and carved contribute to its usefulness and popularity. Wood is the most common historic exterior siding used in residential buildings in Oxford. You can see different types of siding below.

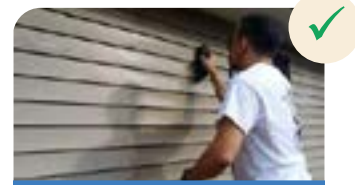


## Guidelines To Preserve And Repair Wood Siding And Trim

- Retain and repair historic board siding when possible. Regular maintenance and repainting to prevent water infiltration are key to preserving wood siding.
- Do not cover or conceal historic wood elements.
- Scrape, paint, and inspect for regularly needed maintenance.
- Sections of siding that have severe alligating or peeling may require total paint removal before repainting. Both the electric heat plate and the electric heat gun are proven to work effectively. Generally, chemicals are not necessary except to supplement thermal methods. Do not use a blow torch, which can set fire to the building.
- Do not pressure wash. Any washing should occur by hand or at a very low PSI to prevent water infiltration beyond the siding.
- Follow the instructions of paint manufacturers when making paint selections and applying paint. If you intend to use latex paint atop oil paint, be sure to apply an oil-based primer before applying latex paint. Also, follow instructions concerning weather conditions and drying time. If a building is painted properly, the painted finish can last ten years with occasional washing and touch-ups.
- With the approval of the Commission, it is appropriate to remove synthetic siding and restore the original siding materials
- Minimize the replacement of wood siding to elements that are so severely damaged that replacement is the only option. If only a small area of siding or ornamentation is deteriorated, repair or replace only the damaged section rather than an entire board or architectural detail.
- Match the historic design, profile, and materials when repairing a section of historic wood.



Scrape paint by hand for regularly needed maintenance



Hand wash siding to prevent water infiltration beyond the siding.



Do not pressure wash siding.

## Guidelines For Replacing Wood Siding and Trim

- Match the original or historic material in composition, design, color, texture, dimensions, profile, material, and other visual properties. Use substitute materials only on a limited basis and only when they will match the appearance and general properties of the historic material and will not damage the historic resource.
- Consider replacement when a repair is not feasible. Replacement should be based on the physical and/or photographic evidence of the original feature.

- Wood is the best replacement for wood for making repairs.
- Do not cover deteriorated wood siding with synthetic siding.
- Replace only areas that are deteriorated. Do not replace more than 25 percent of an area's total facade unless significant deterioration can be demonstrated. This volume of replacement would require approval by the HPC.



Replace only areas of wood that are deteriorated.



Remove vinyl siding to uncover wood original wood.

- Smooth cement board may be appropriate for deteriorated wood siding on rear facades. The replacement material should convey the same visual appearance as the original.
- Replacing original wood siding with a different product would require approval by the HPC.
- Using the same type of wood is not always best. For example, modern cypress available at lumber yards is probably not the best choice to replace historic cypress siding. Modern cypress does not have the qualities of the old-growth cypress used in Historic houses and does not typically hold up as well as redwood or several other

types of wood. Replace wood with the same species or a species that shares the same characteristics of the original wood.

- Do not use vinyl siding on historic homes.

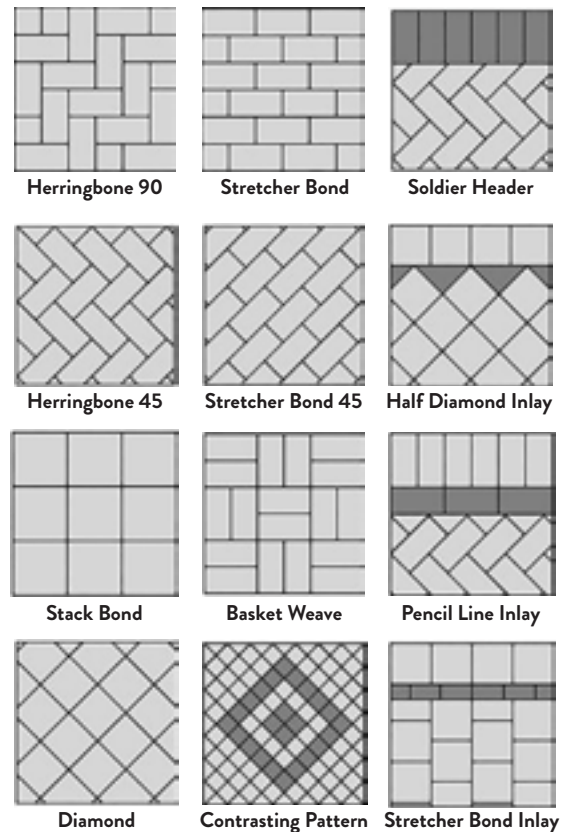
SIDING MATERIAL REPLACEMENTS		
MATERIAL		MAINTENANCE
<p><b>Asbestos</b></p> <p>Asbestos-shingles are no longer manufactured, by property owners can often locate stockpiles of shingles for replacement of cracked and broken shingles. As the materials is considered toxic when handled, using it as a new siding is not recommended.</p>	✘	Should be removed by professionals
<p><b>Fiberglass</b></p> <p>A common type of fiber-reinforced plastic using glass fiber.</p>	✔	Appropriate in inaccessible locations and new construction or an alternative to ornate or carved elements.
<p><b>Permastone</b></p> <p>Permastone is a trade name that is now generally used to describe a variety of synthetic substances that resemble stone.</p>	✘	Should be removed by professionals
<p><b>Aluminum</b></p> <p>Aluminum is a trade name that is now generally used to describe a variety of synthetic substances that resemble stone.</p>	✘	Should be removed by professionals to uncover original wood siding
<p><b>Vinyl</b></p> <p>Original vinyl siding dates back to the late twentieth century. Many historic homeowner's installed vinyl atop their original wood siding for ease of maintenance. However, the paint fades and the material conceal damage from moisture and termites.</p>	✘	Should be removed by professionals to uncover original wood siding. Do not use vinyl on historic homes
<p><b>Smooth fiber cement</b></p> <p>Fiber cement is made from cement, sand, water and cellulose fibers or wood pulp. It is a durable and low maintenance material commonly used to cover the exterior of homes. The smooth side should be used.</p>	✔	Appropriate on residential rear additions and new construction
<p><b>Epoxy</b></p> <p>A resinous two-part thermosetting material as a patching compound, an adhesive, a consolidant, and molding resin and is used to repair damaged material.</p>	✔	It is used to patch or fill wood and is suitable for sculptural details.

# Masonry

Brick and stone are two of the most durable historic building materials. In the eighteenth and nineteenth centuries, brick and stone served as structural materials as well as siding. In twentieth-century buildings, brick and stone are more likely to be veneers applied to buildings that are framed in wood or metal. The most common types of stone used in historic buildings in the United States are sandstone, limestone, marble, granite, slate, and fieldstone. Stone was not a popular building material in Mississippi since good stone had to be imported. The use of stone in early buildings was generally limited to lintels, keystones, thresholds, splash blocks, and paving. Stone was sometimes used in the early twentieth century on facades of banks and public buildings. Most of the masonry buildings in Oxford are brick. The brick of Oxford's nineteenth and early twentieth-century buildings are structural, but later buildings are brick veneer.



Brick can be decorative as well as functional with some buildings featuring brick cornices, recessed brick panels, brick arches defining windows and doors, and patterned brickwork.



## Guidelines to Preserve and Repair Brick and Stone

- Retain and repair original masonry.
- Prevent moisture from wicking up the building through masonry by sloping the ground away from the building to allow proper drainage. Make sure that water from downspouts does not pool at the base of spouts and that spouts channel water away from the building.
- Avoid exterior waterproof coatings
- Water can penetrate the tops of masonry, often at parapet walls. Capping the parapet wall with metal is the only solution to falling damp and deteriorating interior wall surfaces.
- Do not cover masonry with stucco to cover moisture in the brick. In an effort to halt and/or cover the damage caused by rising and falling damp, many property owners and contractors have applied stucco to the bases or tops of walls.

### DID YOU KNOW?

Covering damage from moisture in brick with stucco accelerates the problem. The moisture will continue to move up or down the brick wall because the stucco impedes it from being evaporated.



- Maintain gutters and door and window sills, flashing, capping, roofing, and caulking to prevent water penetration into brick walls.
- Clean brick and stone only when necessary to halt deterioration or to remove very heavy soiling. Employ the gentlest means possible and use only low-pressure water and a mild detergent. Avoid high-pressure water or sandblasting. Conduct a test cleaning patch prior to proceeding with cleaning to ensure the method is safe and effective.
- Bricks and stones that have never been painted should remain unpainted, and commercial sealants or waterproof coatings should not be applied.

## Guidelines to Preserve and Repair Mortar

- Preserve original mortar where possible and replace (re-point) only where necessary. Mortar used to bond masonry should be softer than the material that it binds to allow for contraction and expansion and to allow for removal and replacement. The recommended formula for brick mortar is one part lime by volume to two parts sand. To increase workability, Portland cement can be added, but only to a maximum of one-fifth of the volume of lime.
- Mortar for re-pointing should match the original mortar in color, texture, and form (type of mortar joint; the manner in which the joint was originally struck by the mason). Mortar joints should be slightly recessed, and masonry surfaces should be free of mortar.
- To match the color of mortar for re-pointing, samples need to be laid up weeks before work begins to allow for color changes in drying.



Using a mortar that is too hard, like Portland cement, will cause cracking and spalling (surface erosion) by preventing bricks from expanding and contracting with changes in temperature and humidity.

## Guidelines to Replace Brick, Stone, and Mortar

- Consider replacement when it is not feasible to repair masonry features by patching, piecing, or consolidating.
- Replacement should be based on the physical and/or photographic evidence of the original feature. For example, replacement bricks should match the original in size, color, and texture.
- Consider substituting compatible materials only if the same kind of material is not technically or economically feasible.

MASONRY MATERIAL REPLACEMENTS		
MATERIAL		APPLICATION
<p><b>Cast Stone</b> A refined architectural concrete building unit manufactured to simulate natural-cut stone and used in a masonry application.</p>	✓	Dry tamped cast stone has the strength and texture of natural cut limestone. Wet cast is a smoother finish. Use on the rear if an addition. Never place cast stone adjacent to the natural stone it is replacing.
<p><b>Glass-fiber Reinforced Cast Stone (GFR)</b> Has a cast stone appearance with less weight than cast stone.</p>	✓	Used in non-load bearing applications.
<p><b>Precast Concrete</b></p>	✓	Suitable for wall stone, door and window surrounds, stair treads, paving, parapets, urns and balusters.
<p><b>Composite Stone</b> A siding material meant to simulate the look and texture of stone.</p>	✗	

## Concrete

Concrete is the name used for composition material consisting of sand, gravel, crushed stone, or other coarse material that is bound with cementitious material, such as lime or cement. Adding water causes a chemical reaction that causes the mixture to harden. Various concrete mixtures have been used in buildings for centuries, but concrete is generally considered to be a twentieth-century building material. Reinforced concrete is strengthened by the inclusion of metal bars, which increase the tensile strength. Both un-reinforced and reinforced concrete can be cast-in-place or pre-cast. Hollow-cast concrete blocks with rusticated or vermiculated surfaces became popular in the early twentieth century. Precast concrete buildings also became popular in the early twentieth century, although not many were built in Mississippi.

### Guidelines to Preserve and Repair Concrete

---

- Moisture is the primary source of concrete deterioration. Cracking is inevitable over a period of time, and hairline, nonstructural cracks are not a major problem as long as they do not provide a conduit for water to enter the building.

## Stucco

Stucco is the term used for exterior plaster, traditionally a mixture of lime and sand, with hair or straw added as a binder. Typically, stucco is applied as a two or three-part coating directly onto masonry or applied over a wood or metal lath to a wood frame structure. Stucco became popular during the Federal and Greek Revival periods when it featured a smooth surface and was typically scored to resemble blocks of stone. Frequently, scored stucco was decoratively painted and veined to heighten its resemblance to stone or marble. Stucco with a rough texture is a common finish for Bungalow or Mediterranean Revival styles. Builders and/or masons sometimes apply stucco to arrest structural deterioration caused by soft brick, which easily erodes when exposed to the elements. In the early twentieth century, builders and/or masons also began to use hard Portland cement as a stucco finish.



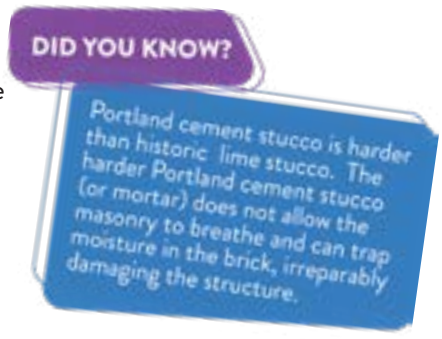
Traditional stucco is applied by hand in a three-part process on solid masonry walls or on lath made of metal (twentieth century) or wood. Historic stucco is not a very long-lasting building material and needs regular maintenance.

### Guidelines to Preserve and Repair Stucco

---

- Periodically whitewash stucco to renew the finish, fill hairline cracks, and increase stability. Like other masonry materials, most stucco deterioration derives from water infiltration. The causes of water infiltration are generally the same for stucco as for other forms of masonry.
- Repairs should be designed to keep excessive water away from the stucco, with emphasis on repairs to the roof, gutters, downspouts, flashing, and parapet walls, as well as directing rainwater runoff at ground level.

- Inappropriate repairs and treatments often contribute to deterioration, particularly if hard Portland cement is used to make repairs. Like mortar used to bond masonry, stucco used in repairs should not be harder than the original material. Portland cement is harder than brick and stone and is impossible to remove without irreparably damaging the masonry.
- Commercially available caulking compounds are not suitable for patching cracks in stucco because dirt attaches more readily to the surface of caulk, which also weathers differently.
- Most stucco repairs require the skill and experience of a professional plasterer.
- Unlike modern synthetic stucco, cementitious stucco has high impact resistance and sheds water. It also breathes to allow water vapor to escape.



CONCRETE AND STUCCO MATERIAL REPLACEMENTS		
MATERIAL		MAINTENANCE
<b>Re-cast Concrete</b>	✓	Suitable for wall stone, door and window surrounds, stair treads, paving, parapets, urns, and balusters.
<b>EIFS (Exterior Insulation Finishing Systems)</b> Stucco Replacement	✗	It's ability to retain moisture and mask termite damage are cons of EIFS



# Metal

Metals used in historic buildings include lead, tin, zinc, copper, bronze, brass, iron, steel, and, to a lesser extent, nickel alloys, stainless steel, and aluminum. Metal has been used both to roof buildings and to clad exterior walls. In the 1920s, 30s and 40s, corrugated tin was used both as a roofing material and siding material in rural America. Corrugated tin as exterior siding returned to popularity in the 1990s, when it was embraced by architects designing modern houses for wealthy clients.

Pressed metal has also been used for interior ceilings and exterior cladding.



## Guidelines to Preserve and Repair Metal

- Original metal should be preserved and repaired.
- Metals should be identified to make sure that incompatible metals are not placed together. For example, cast iron, steel, tin, and aluminum should not be used with copper. Sometimes, inexperienced craftsmen unknowingly install copper roofing, gutters, and spouts with incompatible metals.
- Avoid allowing water to stand on architectural metal. Allowing water to stand on architectural metal causes corrosion.
- Repair deteriorated architectural metal by patching, splicing, and reinforcing whenever possible.
- Use the gentlest means possible to clean architectural metal. If sanding, scraping, and wire brushing do not sufficiently prepare the surface for repainting, low-pressure sandblasting can be used safely and effectively. Always make a test patch in an inconspicuous place before sandblasting.
- Avoid alkaline paint removers and acidic cleaners since the chemicals seep through cracks and cause damage to the hidden interior surfaces.
- Metals that were originally painted should be repainted following the recommendations of paint manufacturers.
- Do not use water-based paints because they cause immediate oxidation on the surface of the metal. Also, make sure that metal surfaces are completely dry before painting.

## Guidelines to Replace Metal

- Architectural metal that is too deteriorated to repair should be replaced, when possible, with architectural metal exactly matching the missing original.
- If the same kind of material is not available or is economically unfeasible, use a substitute material that conveys the same visual material. Missing cast iron uprights (rectangular or square in section) on storefronts can be easily replicated in wood. Some metal ornament can be replicated in fiberglass.

METAL MATERIAL REPLACEMENT		
*only if the exact replacement of the original material is not available		
MATERIAL		MAINTENANCE
Wood or Fiberglass	✗	Rarely appropriate.
Cast Aluminum	✓	Only when used for decorative features. Cast aluminum has potential for corrosion and a lower strength capacity than cast iron.
Epoxies A resinous two-part patching compound	✓	Used for creating missing features; however, they have the potential to trap water.

# Glass

Each type of glass has unique characteristics, sometimes purely functional, and other times the glass is both functional and decorative. Glass can be clear plate, colored, leaded, or have prisms, come in large and small sizes, or even a combination in a single window. This variety imparts character and architectural interest, making glass an important material for preservation.

## Structural Glass

Structural glass became a popular building and siding material during the first half of the twentieth century and is usually associated with the Art Moderne and Art Deco styles. Structural glass includes glass building blocks and reinforced plate glass, which are essentially windows. It also includes opaque pigmented structural glass, more commonly known by the trade names of Carrara or Vitrolite, which was often installed as exterior siding. By the 1930s and 40s, pigmented structural glass was available in over 30 different colors. Pigmented structural glass was especially popular in the construction of movie theaters, restaurants, and other commercial buildings. It also represented a quick way to modernize the exteriors of older buildings. Structural glass panels varied in thickness from about ¼ to 1 ¼ inches and were produced in varying sizes depending on placement and use. The glass panels could be applied to flat masonry surfaces. Although not recommended, the glass panels were also sometimes applied to wood. Generally, a bonding coat was applied to the backing surface, and the panels were attached with an asphalt mastic. On exterior surfaces, angle irons or metal clips bolted to the substrate helped hold the panels in place. Cork tape or joint cement was used to mortar the joints between panels.



## Guidelines to Preserve and Repair Structural Glass

---

- Retain and repair original structural glass whenever possible. Patching is preferable to replacement.
- Deterioration of structural glass is usually due to failure of the mechanical support system or breakage from accidents or vandalism. Failure of the mechanical support system usually results from moisture penetration through the joints between panels. The moisture weakens the bond between the mastic and masonry, and it also rusts the angle irons or metal clips. Failure also can result from long-term hardening of the mastic adhesive. Many times, it is necessary to remove unbroken or cracked panels to make repairs to the substrate and/or to reapply mastic adhesive. The glass panels can be removed with solvents and a taut piano wire. Steam can also be used effectively to soften mastic.

## Guidelines to Replace Structural Glass

---

- Historic pigmented structural glass is no longer manufactured in the United States. Sometimes, but rarely, recycled glass can be located for replacement.
- The only replacement for brightly colored structural glass is a substitute material; one of the best products is spandrel glass, which can be ordered in custom colors.
- Less expensive alternatives include painting the back of plate glass to simulate the color of the original or applying sheet plastics. However, both painted plate glass and sheet plastic are likely to fade over time.

## Clear Glass and Prism Glass

Clear glass with a small level of distortion, or wave, characterizes most typical historic window and storefront glass. This wave is a result of the glass manufacturing process in the 19th and early 20th centuries, where the glass was hand-blown as huge cylinders, cut, and laid out flat on a table to cool. While the result is a flat piece of glass, it was not possible to remove all distortions. The modern manufactured glass features smooth surfaces.

Prism glass is commonly used in commercial storefronts at the transom level. It is manufactured with angles or prisms that refract additional light into the space to maximize daylight. Prism glass should be retained and preserved whenever possible.

### Guidelines to Preserve and Repair Clear and Prism Glass

---

- Clean the glass carefully and gently with plain water or water and non-ionic detergent, and a soft cloth.
- Do not use chemical cleaners. If unsure, consult with a leaded glass window professional for an evaluation.
- Repair leaded glass assemblies whenever possible.

### Guidelines to Replace Clear and Prism Glass

---

- If prism glass is available as a specialty product.
- Glass block is not an accurate substitution for prism glass and should be avoided.

## Leaded Glass

Several architectural styles in Oxford are known for including leaded glass.



Stained glass window  
in St. Peter's Church  
sanctuary

### Guidelines to Preserve and Repair Leaded Glass

---

- Clean the glass carefully and gently with plain water or water and non-ionic detergent, and a soft cloth.
- Do not use chemical cleaners. If unsure, consult with a leaded glass window professional for an evaluation.
- Repair leaded glass assemblies whenever possible.

### Guidelines to Replace Leaded Glass

---

- If part of the original design, replace sealants when worn out.



## CLEAR OR PRISM GLASS MATERIAL REPLACEMENTS

MATERIAL		MAINTENANCE
Clear Glass	✓	
Low E Glass	✗	Low E can be replaced if “no tint” is specified
Glass Block	✗	

## Terra Cotta



The terra cotta roof on this mission-style house is a character-defining feature of the home

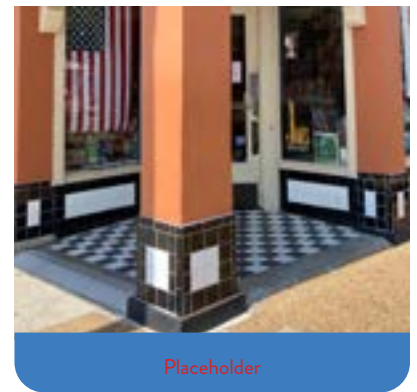
Terra cotta, like brick, is a kiln-dried clay product that became popular in the late nineteenth century. Terra cotta is fired to a hardness, and compactness is not possible with bricks.

### Guidelines to Preserve and Repair Terra Cotta

- Recommendations for maintaining and repairing brick and stone applied to terra cotta.
- The mortar used in re-pointing should be softer than terra cotta.
- Do not re-point terra cotta with waterproof caulking compounds.

## Ceramic Tile

Ceramic tile is a kiln-dried clay product similar to terra-cotta and is used both on the exterior and interior of buildings. The exterior use of glazed ceramic tile was fairly widespread in the first half of the twentieth century. Ceramic tile was used both as a wall cladding and as a floor finish.



### Guidelines to Preserve and Repair Ceramic Tile











- The same principles that apply to the maintenance and repair of terra cotta apply to ceramic tile.

# ARCHITECTURAL FEATURES

## Porches and Entry Steps

Porch is a broad term that encompasses porticoes, galleries, piazzas, and verandas— terms that are both regionally and architecturally inspired. Houses built in the South, where the climate is warm, are more likely to have porches than their architectural counterparts in the North. Sometimes, a Federal or Greek Revival cottage in the Lower Mississippi Valley features a full-width porch that is integral rather than attached—the porch is actually inset beneath the front slope of the gable roof of the house.

Porches are often the dominant exterior architectural feature of a historic house or commercial building. They are both functional and decorative. Porches conserve energy by providing shade and outdoor living space in the summer and protect sheltered portions of a building from deterioration. A historic porch with its columns, posts, balustrades, brackets, or other decorative details is also an important determiner of the building’s style and period of construction.

PORCH STYLES OF OXFORD				
Federal Style	Greek Revival	Italianate	Queen Anne	Colonial Revival
				
Neo-Classical	Craftsman	Tudor	Modern	Ranch
				

## Guidelines to Preserve and Repair Porches and Entry Steps

---

- Clean and maintain gutters to avoid deterioration of posts.
- Retain and repair, if possible, original porch materials and detailing, such as columns, flooring, railings, and detailed trim.
- Retain and repair deteriorated porch elements as needed with materials that match the original materials in kind, size, scale, appearance, profile, and placement.
- Repair existing turned posts, columns, and balusters with modern-day epoxies.
- Repair box columns or rectangular posts with lap joints, when possible, to shed water.
- Paint porches and decking to slow the deterioration of perimeter beams and joists. Joints and cracks in posts, columns, and balustrades should be carefully caulked to prevent water infiltration.
- Protect and maintain historic ceramic tile that may be a decorative feature of a concrete deck.
- Avoid planting trees that grow so large that their root systems damage nearby concrete porch decks or patios that are original features of twentieth-century historic houses.
- Preserve and maintain the location and configuration of original porches, stoops, and Porte cocheres with their associated components and details, if possible.

## Guidelines to Replace Porches and Entry Steps

---

- When making repairs to decking, use wood that has been pressure-treated to increase its resistance to rot and infestation.
- Replace or repair porch materials or steps with matching materials. If no evidence exists to document the original entry steps, new steps should be based on the architectural style of the building.
- Aluminum or metal replacements are discouraged but may be used to replace deteriorated wood porch columns on rear facades.
- Avoid enclosing porches on highly visible elevations with screen, glass, or other material.
- If enclosure of porches on side or rear facades is desired, use screen or glass panels with the minimum number of vertical and horizontal framing members needed to support the screening. Recess panels behind existing porch columns and rails. Use wooden frames only, and do not remove any historic elements to accommodate the enclosure.
- Avoid installing porch railings on porches where railings were not historically present unless required for safety or access reasons. Required railings should be simple in design.
- Avoid adding architectural features that are not original to the historic porch. These features include alterations such as the addition of limestone caps to steps, pilasters, and decorative molding.
- Avoid enclosing a Porte Cochere
- Avoid precast or preformed concrete steps on primary facades.
- Simple entry steps without risers are appropriate for historic dependency buildings, country stores, or other vernacular buildings.
- When replacing historic wood porch flooring, use new, treated, tongue-and-groove flooring in a width that matches the original porch flooring or is suitable for the period in which the house was built. If in doubt, match the width of the interior flooring of the house. Prime all sides of the tongue-and-groove flooring before installation. Be sure that the flooring boards extend sufficiently beyond the fascia board (1 ½ to 2 inches) to allow water to run off without damaging the fascia board and any cove molding.



Original wood entry steps replaced by new wood entry steps.



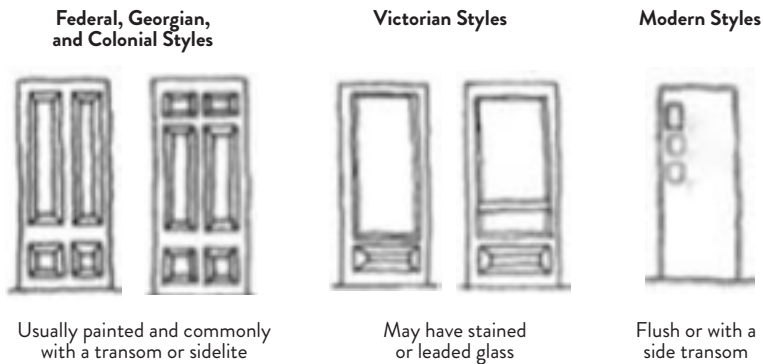
Original wood entry steps replaced by brick steps divert attention from the original detailing of the house.



# Doors and Entrances

Doors do not punctuate buildings as frequently as windows, but they are often the focal point of a building's façade. Georgian, Federal, Greek Revival, and Italianate buildings often feature doors that are accentuated by frontispieces, sidelights, and transoms. Queen Anne doors are sometimes richly ornamented with wood carving and exhibit etched or stained-glass panels. The leaded-glass doorways of some Colonial Revival houses are the most outstanding architectural element of the building.

Doors provide clues to both the style and date of a building. Federal-style doors usually feature six or more molded panels. Greek Revival doors typically have only four or two (vertically divided) molded panels. Colonial Revival doors often have five horizontal panels. Bungalows and Spanish Colonial Revival houses might have doors with two panels that divide horizontally. Altering and removing historic doors decreases the historic value of a building and removes important clues that identify its date and style.



637 N Lamar Avenue



812 Lincoln Avenue

## Guidelines to Preserve and Repair Doors and Entrances

---

- Wherever possible, retain and repair original doors and door openings, including frames, lintels, fan lights, side lights, transoms, hardware, moldings, and screen doors.
- Historic hardware should be preserved, if possible, and replaced with reproductions to match the original. Elaborately decorated, cast-metal hinges, for example, are suitable for grand Queen Anne houses but are inappropriate for Federal or Greek Revival cottages.
- Original doors which have never been previously painted should remain unpainted.
- Doors that were originally painted should remain painted. Original wood graining and other decorative finishes should be preserved.
- Avoid dip-dripping or sand-blasting original wood doors.

## Guidelines to Replace Doors and Entrances

---

- If an original door is too deteriorated to repair, it should be replaced with a door that matches as closely as possible the original door in size, design, and finish.
- Original doors that are too altered to repair should be replaced with a door that matches as closely as possible the original door.
- Replace non-original doors of inappropriate style of the building with a new door based both on historical evidence and the architectural style of the building. Without a historic evidence, an original door from a building similar in age and style can also serve as a design source for a new custom-made door.
- Avoid replacement doors that are not compatible with the style of the house.
- Avoid replacing original historic doors with mass-produced, leaded-glass doors that are suitable for new construction but inappropriate for historic buildings.
- New screen doors for historic houses should be made of wood, with rails and stiles echoing the design of the entrance door. They should be painted or stained to match the entrance door.
- Metal screen doors and stock screen doors, when not a compatible size for the opening, are inappropriate for historic buildings.
- Storm doors should be restricted to doors on secondary elevations that are not visible from the right of way. If installed on a primary elevation, the storm door should be made of wood with rails and styles echoing the design of the entrance doorway.
- Metal burglar doors are inappropriate for historic entrance doorways, and their use should be restricted to doorways not visible from the public right-of-way.
- Do not alter historic doors.

### DID YOU KNOW?

The most common examples of door alterations involve splitting a single-leaf door to create a double-leaf door and/or inserting or removing glass panels.

# Windows

Windows are an important character-defining feature of a building and contribute to its architectural richness, especially in the patterning of the window muntins (also called mullions or sash bars) and in the arrangement of the windows themselves. Windows were a necessity before electricity and air-conditioning because they provided light and ventilation. Porches and louvered shutters allow windows to remain open during the rain. Screens provide protection from insects.

Owners and builders should make every effort to preserve existing historic windows and to repair and restore them rather than replace them with new modern windows.

## Windows Functions

1. Admitting light to the interior spaces
2. Providing fresh air and ventilation to the interior
3. Providing a visual link to the outside world, and
4. Enhancing the appearance of the building.



Original Wood Replacement Cost				
	Cost to Replace Window	Regular Maintenance Per Window (Repaint, glazing, putty, weather strip every 5 years)	Replace Broken Glass Per Window (Every 20 years)	TOTAL
	\$0	\$130	\$60	
<b>Cost Over 100 years</b>	\$0	\$750	\$300	<b>\$1,080 per window</b>

Wood-Clad Replacement Cost				
	Cost to Replace Window	Regular Maintenance Per Window (Repaint, glazing, putty, weather strip every 5 years)	Replace Broken Glass Per Window (Every 20 years)	TOTAL
	\$800 - \$1000 every 30 years	Assume \$0	Assume have to replace entire window if glass breaks	
<b>Cost Over 100 years</b>		Assume \$0		<b>\$2,400 - \$3000 per window</b>

Statistics borrowed from Eureka Springs Historic Design Guidelines





## REASONS TO KEEP AND REPAIR HISTORIC WINDOWS

- 1. Architectural and Historic Character** - Replacement of original windows devalues an historic building and removes important clues that indicate its age or style. Original windows are a product of their time and significant character-defining element of a structure.
- 2. Aesthetics** - Original windows look correct with the other original materials of an historic structure. Modern windows have different proportions, colors, materials and glass and look jarring on historic structures.
- 3. Superior Materials** - Old-growth wood is tight-grained and naturally rot-resistant. Wood elements on new windows are often only warranted for 10-years.
- 4. Durable and Sustainable** - Original wood windows have proved their value in their survival, lasting indefinitely, 100-150 + years is common. Modern windows require replacement every 20-35 years for various windows.
- 5. Easy to Repair** - Historic Wood windows are made to repair with windows from the local hardware store. 40,000 + catalogue parts are available to repair windows made after 1950.
- 6. Valuable Architectural Detail** - Modern window are often flat and lack personality
- 7. Performance** - Historic wood sashes outperform all competitors in durability and the thermal conductivity of wood is less than any other material used in window construction. Modern windows are not necessarily more energy efficient. A quick Google search reveals studies comparing the energy efficiency of wood window and vinyl or metal clad windows. Beware of sales pitches for energy efficiency. Often “maintenance free is translated disposable.”
- 8. Broken Glass** - Broken is easy and economical to replace. Broken glass in modern windows often requires replacing the entire window or compromising the vacuum seal and warranty of the window.
- 9. Cost** - The cost of maintenance and repair over a 100-year period for a wood window is less than the cost of maintenance, repair, and replacement of modern windows over the same period of time.
- 10. Hype**

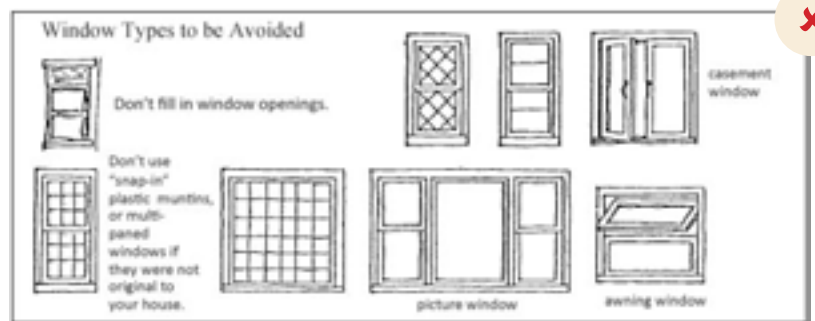
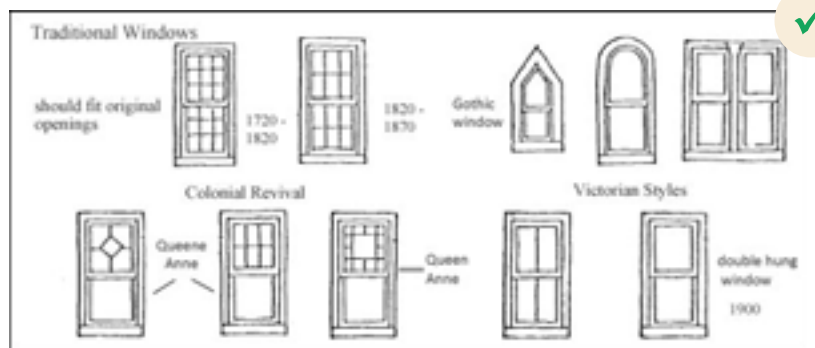
*Majority of the content of this taken and adapted from [www.painintheglass.us](http://www.painintheglass.us)*

## Windows should be considered significant to a building if they:

- Reflect the period or regional styles or building practices. The design of a building’s windows is indicative of the building’s age and style.
- Graphic to show different patterns and styles that correspond to different styles?
- Are examples of exceptional craftsmanship or design.
- Are original
- Reflect the overall design intent of the building
- Reflect changes to the building resulting from major periods or event
- After evaluating window significance, owners and builders can plan appropriate treatments based on an investigation of the physical condition of the window

Today’s mass-produced windows do not have the character or detail of historic windows and lack such features as imperfections in glass panes and specially milled sash and muntins that reflect the style and period of the building.

Owners and builders should make every effort to preserve existing historic windows and to repair and restore them, rather than replace them with new modern windows. Replacement of original windows devalues a historic building and removes important clues that indicate its age and style. Historic wood windows have proved their value in their very survival. In Natchez, for example, many houses dating from 150 to 200 years old retain the majority of their original wood windows. Repairing is also less expensive than replacing the window and will maintain the historic character and value of the building.



Source: <https://www.oldsaybrookct.gov/>

## Guidelines to Preserve and Repair Windows

- Preserve and maintain historic windows.
- Keep historic windows and all associated components; do not remove.
- Maintain window openings. Do not enlarge, reduce, or alter the window opening.



Inappropriate window replacement.



Appropriate window replacement.

- Keep sill and wood components well-painted. Replace curling or missing putty. Scraping, painting, glazing, planing, and weather stripping can make a historic window look better, operate easier, and conserve energy.
- Repair of historic windows is preferable to replacement.
- If excessive rot exists, new pieces can be made to replace the rotten ones, or repair the rotten areas with wood filler and fresh paint.

## Guidelines to Replace Windows

---

- When a historic window sash is beyond repair, a replacement sash is necessary.
- Avoid adding new windows to the front of the house or easily visible facades. Relocating a window from an inconspicuous area of the house to a more prominent location is preferable to replacing a window of incompatible design.
- Replacement windows should match the original window in material, style, historic appearance, and character. Consider and match the following characteristics of windows when replacing windows:
  - The pattern of the openings and their size;
  - Proportions of the frame and sash;
  - Configurations of window panes;
  - Profiles of the window muntins
  - Type of wood
  - Characteristics of the glass.
  - The position of the window in the wall, i.e. how deep it is set back into the wall.
- Use true-divided lite (TDL) or simulated divided lite (SDL) windows. Avoid using removable grilles or grilles between the glass (GBG).



Simulated Divided Lite  
with Spacer Bar

Authentic Divided  
Lite

Grilles-between-  
the-Glass

Removable Grilles

- Use clear glass in replacement panes on the front facade and where highly visible from the street.
- Windows on the primary or street-facing façade(s) should be of material consistent with the historic period for the building, such as wood or metal, and clear non-reflective glass, and windows on less visible or rear façades may be of substitute materials such as aluminum or fiberglass..
- Replacing existing incompatible, non-historic windows with similarly incompatible new windows does not meet the Secretary of the Interior’s Standards for Rehabilitation. Look to neighboring buildings of similar style and time period or reference old pictures for examples of what the original window once looked like.
- The best replacement is a custom-made sash to duplicate the original. This not only maintains the historic appearance of the building, but it a so simplifies and lowers the cost of installation.
- Although the use of recycled historic materials is often discouraged by architectural historians, as it confuses the physical history of a building, salvage and wrecking yards are good sources for inexpensive, matching sash. Recycled historic windows are a better choice than replacement windows of incompatible design.



## WINDOW MATERIAL REPLACEMENT

MATERIAL		MAINTENANCE
<b>Wood</b>	✓	Acceptable in any application where wood windows exist or previously existed. Windows on a primary facade much match the original window in material and style, including details such as the profile, size, pattern, and glass color.
<b>Aluminum-Clad</b>	✓	Acceptable on a non-primary facade. Windows must match the historical window in size, configuration, and general characteristics; although, they may incorporate simpler detailing.
<b>Fiberglass</b>	✓	Acceptable on a non-primary facade. Windows must match the historical window in size, configuration, and general characteristics; although, they may incorporate simpler detailing.
<b>Vinyl</b>	✗	Vinyl windows are not appropriate within the Historic Districts.

## Window Screens, Storm Windows, and Burglar Bars

Historic window screens are typically of two types—(1) exterior, full-size screens in wooden frames that hang from brackets at the top and latch from the inside at the bottom, and (2) interior, half-size screens in wooden frames that slide on interior tracks. Both types of window screens were easy to install and remove seasonally. With the advent of air-conditioning, many owners of older homes have discarded the screens, and new houses often have windows with no provision for window screening.

### Guidelines for Window Screens, Storm Windows, and Burglar Bars

- Repairing existing wood screens and storm windows is preferable to replacement. Original storm windows should be maintained and repaired in the same manner as historic window sash.
- Avoid the exterior, full-size aluminum screens that are available today as they detract from the historic appearance of the building and are easy to damage by bending.
- Light-weight wood and aluminum screens that are portable and adjustable in width are an acceptable alternative to aluminum screens.. They are available in a variety of heights and generally cost less than ten dollars a window. These screens consist of two sliding frames that adjust to fit inside an open window and are held in place by the window tracks and the weight of the upper sash.
- When installing new storm windows and screens, match the original window size, shape, and configuration. Use a full-light storm window or screen to allow visibility of the historic window, or match the stile and rail configuration of the window or door if needed.
- Use a storm window to avoid the replacement of historic decorative glass.
- A historic window with weatherstripping and in good repair, coupled with a storm window, has the same energy efficiency as a modern insulated glass (IG) unit.
- Use wood or aluminum screen doors with anodized or baked enamel finishes or that have been primed and painted a color to complement the entrance or window.
- Design with large expanses of screening or glass to maintain the visibility of the original door.
- The use of thermoplastic available at hardware stores is not recommended
- Burglar bars are not recommended for windows in historic districts. The installation of burglar bars radically alters the exterior appearance of a historic building. Only in major urban districts were burglar bars an original feature of some buildings.



A compression fit interior storm window does not change the appearance of the window from the exterior and does not damage the existing window frame.



The rail on the storm window aligns with the meeting rail of the original window. These storm windows are easily removable with minimal damage to the original casing.

STORM WINDOW MATERIAL REPLACEMENT			
INTERIOR		EXTERIOR	
Does not obscure the details of the historic window Negates the physical damage to the window Often more economical		Obscures the details of the historic window Use wood or aluminum, no vinyl Match the color to the window sash or choose accent color Line up the meeting rail of the storm window with the meeting rail of the sashes	
<b>Compression Fit</b> Does not require screwing into the window.	✓	<b>Clip-In</b>	✓
<b>Magnetic</b>	✓	<b>Thermoplastic Film</b>	✗
<b>Screw-in Place</b> Does not require screwing into the window. Should not be used where a window is a point of emergency egress. Involves screwing into the window; avoid if possible.	✗	<b>Screw-in Place</b> Should not be used where a window is a point of emergency egress. Involves screwing into the window; avoid if possible.	✗
		<b>Track or Double-Track Storm Windows</b> These typically jut out beyond the surface of the wall and window frame, and commonly screw to the window casing.	✗
		<b>Low-E Storm Windows</b> Acceptable if there is no tint to the glass.	✓
		<b>Custom-Made Storm Windows</b>	✓

## Blinds and Shutters

Architectural historians use the term blind in reference to the hinged louvered panels affixed to the outside of a window or door and the term shutter in reference to hinged panels or boards that have no louvers. In early houses, paneled and batten shutters provide privacy, security, and protection from storms.

Blinds fulfill those same functions, but they also admit light and air. Closing shutters and blinds during the day reduces heat intake.

Some early buildings featured shutters on the first story and blinds on the upper story. Many nineteenth-century and early twentieth-century commercial buildings featured doors with paneled shutters or store doors with integral shutters that were removed during the day. These integral shutters fastened to the door and covered only the glass portion. Some twentieth-century historic houses, like Colonial Revival houses dating from 1920 through about 1950, feature original shutters or blinds that are purely ornamental and were never operable. Such shutters and blinds are often nailed to the house on the outside of the window frame. These houses will have no evidence of shutter hardware.

### Guidelines to Preserve and Repair Blinds and Shutters

- Window and door shutters and blinds should be maintained and repaired rather than replaced.
- Avoid dip-stripping historic shutters and blinds because it loosens joints and hastens deterioration. Scrape and sand shutters and blinds before repainting.
- Retain the original shutter and blind hardware, where possible, and replace them with reproduction hardware to match the missing original.
- Blinds too deteriorated to repair, can provide spare parts for the repair of other blinds.

## Guidelines to Replace Blinds and Shutters

---

- Replace shutters and blinds too deteriorated to repair with replacement shutters and blinds of the same material and design. If all original shutters or blinds are missing, make new shutters or blinds based on a historic photograph or patterned after the original shutter or blinds from a similar historic building.
- Do not install shutters or blinds when inappropriate for the architectural style of the building or when no evidence of historic shutters or blinds exists.
- Use original hardware to hang shutters and blinds, where possible, and buy reproduction hardware where needed so shutters appear operable.
- Make sure replacement shutters or blinds are the same height and width as the window opening. Installing shutters or blinds on picture windows or ganged or double windows, is inappropriate.
- Vinyl shutters and blinds, as well as most modern replacements of wood, are inappropriate for most historic buildings.
- Blinds too deteriorated to repair, can provide spare parts for the repair of other blinds.
- Do not damage historic wall materials or window surrounds when installing new shutters.

## Awnings

Awnings on commercial and residential buildings have been popular since the nineteenth century. Awnings help control temperature, prevent merchandise from fading in display windows, and protect customers from sun and rain. Some twentieth-century commercial buildings, particularly those dating to 1920 and later, originally featured suspended canopies of metal and/or wood.

Canvas awnings were not widely used on residential buildings, but historic photographs document some operable awnings on late nineteenth and early twentieth-century houses. Bracketed wood awnings are also an original feature of some historic houses, particularly Italian-style houses dating back to the nineteenth century.

## Guidelines for Awnings

---

- Original awnings and canopies of wood and/or metal should be preserved and repaired.
- Original awnings and canopies of wood and/or metal that are missing or too deteriorated to repair should be replaced to match the original as existing or documented in historic photographs
- Install new awnings without damaging window trim or other architectural fabric.
- Metal and wood awnings are inappropriate for historic buildings, unless they were an original design feature of the building.
- Vinyl awnings are inappropriate for historic buildings.
- Take care to ensure that the awning does not become a source of water infiltration.



# Roofs, Chimneys, Gutters, and Dormers

A weather-tight roof with good water run-off is essential to the long-term preservation of a historic building. A poorly maintained roof accelerates deterioration and, if unchecked, will ultimately cause general disintegration of the structure.

The varying shapes, ornaments, and finishes make roofs decorative as well as functional. A building's roof provides clues to its style and period of construction.

Some features of roofs are both functional and decorative. Chimneys, which are functional, are also indicative of a building's style and age.

Roofs are sometimes crowned by clerestory rooms, towers, cupolas, spires, metal cresting, and balustrades. In some Gothic Revival and Queen Anne-style buildings, roof gables terminate in decorative verge boards (also called bargeboards). Ornamental brackets support the roof eaves of Italianate-style buildings. Roof surfaces can also be

decorative with patterns and textures created by stamped-metal shingles, ceramic tiles, or slate shingles arranged in patterns of color.

In Oxford, most roofs are gabled and hipped. However, the city also has some representative examples of pyramidal, gambrel, and flat roofs. Wood shingles were used in Mississippi throughout the nineteenth century and into the early twentieth century, but few homeowners opt for wood shingles today. Nineteenth-century Mississippi builders tended to use imported slate only for grand brick buildings built after 1835. Standing-seam metal roofs were not widely used in Mississippi until after the Civil War and were used more in commercial buildings than residential buildings until the late nineteenth and early twentieth century. The most common roof materials in Oxford today are composition shingles, asbestos shingles, metal both standing-seam and v-crimp with galvalume finish to mimic a tin roof, and corrugated tin and clay tile.

## Roofs

### Guidelines to Preserve and Repair Roofs

---

- Conduct regular inspections to ensure proper maintenance of the roof and prevent disrepair. If leaks are present, conduct a thorough investigation prior to replacing the roof as there are multiple potential causes of leaks beyond the roof. (summarized from existing text)
- Retain and repair, if possible, original roofing materials like slate shingles, standing-seam metal, pressed metal shingles, clay tile shingles, and asbestos shingles.
- Retain and repair any ornamental roof detailing, including chimneys
- Repair only the damaged areas if only a portion of the roof is failing.
- Roof repair should be performed by a professional roofing contractor.



The "dogear" detail of this roof is a character-defining feature of the house. Shingles and the dogear detail are appropriate for the Craftsman style.

### Guidelines to Replace Roofs

---

- Preserve historic roof forms and materials. Roofing sections on the main and other visible facades should remain unaltered.
- If too deteriorated to repair, install new roofing to match the original, if feasible. If not feasible, use a substitute material that approximates the original as closely as possible in texture, pattern, and color.
- Remove old roofing material before installing new roofing material.
- Replace only the damaged areas if only a portion of the roof is failing.
- Because varying roof materials require different installation techniques and the work is dangerous, roof replacement should be performed by a professional roofing contractor.



Metal roofing is not an appropriate substitute for a style that should have shingles.

## Chimneys



714 S. 11th Street

### Guidelines to Preserve and Repair Chimneys

---

- Retain and repair chimneys in accordance with the guidelines for masonry.
- Do not cover a brick chimney with stucco or alter the appearance of a historic chimney.

### Guidelines to Replace Chimneys

---

- Do not alter the appearance of a historic chimney
- If a chimney is unstable and needs to be replaced, rebuild the chimney to match the original appearance of the chimney, if known. If not known, rebuild the chimney with a design and materials appropriate for the age and style of the building.
- If desired, appropriate chimney caps include: clay, slate, stone, low-profile metal caps that do not overhang the rim of the chimney (painted to match the brick).

## Gutters

### Guidelines to Preserve and Repair Gutters

---

- Surviving, original box gutters and any original scuppers should be retained and repaired, if possible. Attaching a gutter in front of a boxed cornice changes the character of the building.
- Preserve original downspout boots or splash blocks.

### Guidelines to Replace Gutters

---

- Remove deteriorated gutters and spouts even if replacement is economically impossible.
- Use gutters, downspouts, and splash blocks in a design appropriate to the age of the building they support. Use half-round gutters if the building dates from before the 1930s. Use ogee gutters if the building dates from after the 1930s.
- Round gutters are also less likely to cause moisture problems when attached to masonry buildings.

## Dormers

### Guidelines for Dormers

---

- Preserve and maintain historic dormers. Replace only damaged areas with materials and detailing to match the original. See the guidelines for replacing the appropriate materials.



911 S Lamar Boulevard

## Foundations and Crawl Space

Historic frame buildings are traditionally built on piers or foundation walls. Nationwide, most piers and foundation walls of historic frame buildings are built of brick. A lesser number of them are built of stone, and some vernacular buildings even feature piers fashioned from wood stumps. Only a small number of historic buildings in Mississippi had stone piers, and few, if any, had stone foundations. Historically, masons left openings in foundation walls for ventilation, and these openings were often filled with metal grilles or wood architectural features like framed louvers or framed bars.

Most historic houses that rest on piers originally featured some type of crawl space enclosure to keep animals from getting beneath the house. Spaces between perimeter piers were most frequently filled with lattice panels. However, many historic houses featured louvered panels, spaced horizontal or vertical boards, or simple chicken wire. Usually, the grander the house, the grander the crawl space enclosure.

### Guidelines to Preserve and Repair Foundations and Crawl Space Enclosures

---

- Maintain and repair existing original brick piers and foundation walls, stone piers and walls, or wood stump piers if possible. Follow guidelines in the general masonry section for maintenance and repair of brick piers and foundation walls.
- Maintain and repair, if possible, original grilles or other original ventilation infill in foundation walls. Replace it to match if the original feature is too deteriorated for repair.
- Add additional ventilation, if necessary, to address problems of moisture accumulation.
- Treat wood stump piers with a preservative to prevent termites from damaging the foundation or building structure.
- Original crawl space enclosures should be preserved and repaired when possible.
- Do not paint previously unpainted masonry foundations.
- Do not damage historic foundations when installing utility or mechanical equipment. Place new equipment in locations not visible from the public right-of-way.

Historic homeowners who seek more enclosure than what is provided by the appropriate historic treatment have options that are inexpensive and do not compromise the historic character of the building. Simply stapling black roofing paper or attaching black-painted, insulation panels to the backs of traditional lattice panels will block chilling winds without being visible. The black backing showing through the green lattice simply reads like darkness beneath the house. The backing has the added benefit of blocking sunlight, which fosters the growth of weeds behind the lattice.

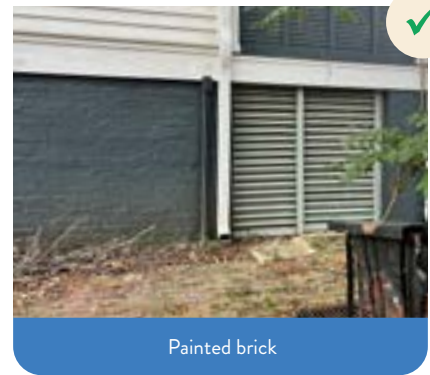
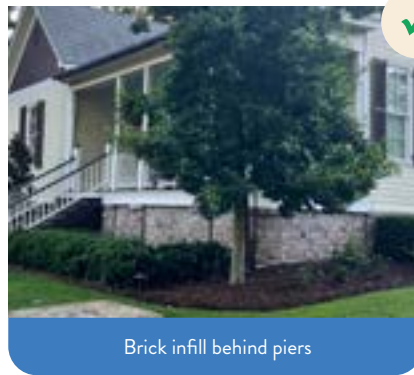


The brick infill is flush with the historic foundation piers, making the infill visually inappropriate, and the infill has no vents to provide air circulation beneath the house.



## Guidelines to Replace Foundations and Crawl Space Enclosures

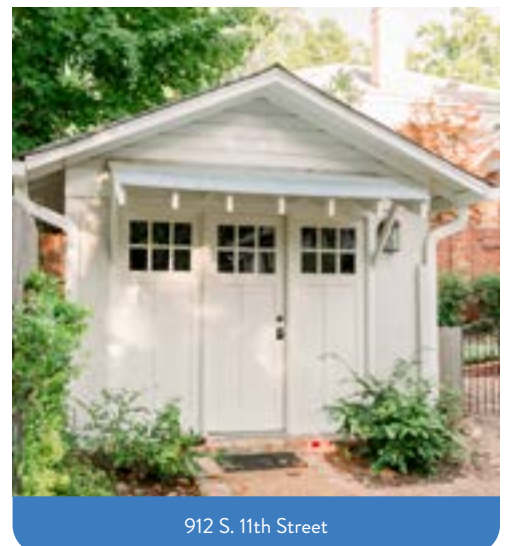
- If piers are too deteriorated to repair, the mason should build new piers on the perimeter of the building that exactly match or appear to match the deteriorated original.
- In replacing piers that are not visible, the mason can use concrete blocks or less expensive bricks that do not match the original.
- The design of replacement infill should be based on physical evidence or historic photographs, when available. In the absence of such documentation, the design of the crawl space enclosure should be based on the documentation for a similar property in the same geographic area.
- Do not use lattice panels; they are an inappropriate infill.
- Do not obscure historic foundations or apply artificial materials such as stone veneers, aluminum, or vinyl siding.
- If enclosing a foundation is desirable, new masonry walls can be recessed behind the face of the original piers. Match the masonry as much as possible to the original brick, or paint the new brick a dark color to allow the piers to remain a significant feature of the historic structure.



Appropriate foundation enclosures preserve the look of original piers with a contrasting or recessed infill material.

## Outbuildings / Accessory Structures

Historic houses originally featured associated outbuildings, which are also known as dependency buildings and support buildings. In the South, during the pre-Civil War period, these outbuildings might have included any number of the following building types: kitchen, privy, slave quarters, overseer's house, smokehouse, cistern house, dairy, gazebo, greenhouse, cold frame, corn crib, poultry house, plantation store, barn, stable, carriage house, billiard hall, ten pin alley, office, and chapel. The number of outbuildings decreased throughout the nineteenth century, and by World War II, most of America's houses featured only a detached garage. By the end of the twentieth century, even the garage had become an integral part of the residence itself. Historic outbuildings represent a particularly endangered historic resource since most have become functionally obsolete. Many historic homeowners, who juggle time and resources, often have to choose between the preservation of the main house and its historic outbuildings.



## Guidelines for Outbuildings / Accessory Structures

---

- Maintain and repair historic outbuildings, if possible. Build an additional outbuilding rather than replace a historic building that no longer fulfills its original function.
- The same guidelines for preserving, repairing, and altering residential historic structures apply to outbuildings. Consult the appropriate sections (Chapter IV) of the design guidelines handbook for recommendations.
- Maintain the original location of historic accessory structures.
- Investigate new uses for an obsolete outbuilding. A historic garage may be inadequate for today's multi-car, modern family, but it can be sensitively and adaptively rehabilitated as an office, storage house, or guesthouse.

### Design Considerations: Site, Scale, Mass, and Form

### Materials

### Architectural Features

- Porches
- Decks
- Windows
- Shutters
- Awnings
- Doors and Entryways
- Roofs
- Chimneys
- Gutters
- Dormers
- Foundations

### Accessory Structures



# DESIGN CONSIDERATIONS: SITE, SCALE, MASS, AND FORM

## Overview

It is important that new additions be compatible in size and scale, setback, materials, and design as the main structure. Poorly designed additions can dramatically change and often destroy the historic qualities of a structure.

Additions should be done in a manner that does not diminish the character of the building and district. Significant existing additions should be preserved. Pre-Civil War houses often had late nineteenth or early twentieth-century rear wings that represented early attempts to bring the kitchen into the house. Some of these additions were done well without sacrificing the architectural integrity of the main house. However, not all additions are significant and worthy of preservation. Many later additions were poorly designed and constructed, and they sacrificed the original form, materials, or craftsmanship of the historic building to which they were added.

A new addition to a historic building is considered to be successful if it:

- Preserves significant historic materials and features;
- Preserves the historic character
- Protects the historical significance by making a visual distinction between what is old and what is new.



1428 S. 10th St. c. 1925 with a side and rear addition c. 1960

# Guidelines for Additions to Historic Buildings

## Design Considerations

- New additions should not remove, damage, or obscure character-defining architectural features.
- Significant existing additions should be preserved.
- Additions should be considered only after the determination that a new use cannot be met without altering significant interior spaces.
- Additions should be compatible in materials, design, roof form, and proportion to the main structure.
- Additions, like new construction, are representative of the time in which they are built. Therefore, contemporary designs are permitted but should always be compatible with the existing structure.
- An addition should never mimic or recreate the architecture of the primary structure. Consider replicating a historic addition only if historical documentation exists.
- Additions should be clearly identifiable as such.
- Design all new additions to be reversible without significant damage to the historic building or loss of its architectural detailing.
- Architectural details should complement the main structure but should be clearly differentiated through the use of differentiating methods such as roof breaks, wall insets, wall off-sets, material changes, and lower eave lines. A combination of these methods should be considered based on the specific context of the building and the site.



## DESIGN PRINCIPLES OF COMPATIBILITY

1. **Setback and Lot Coverage**
2. **Orientation** - the direction a building faces
3. **Scale** - the relative or apparent size of a building in relation to its neighbors and the apparent or relative size of building elements, such as windows, doors, and cornices to each other and the building.
4. **Proportion** - the relationship of the dimensions of building elements to each other and the overall building elevations.
5. **Rhythm** - the spacing of repetitive facade elements
6. **Massing** - the articulation of a building facade through the use of dormers, towers, bays, porches, and steps.
7. **Height**
8. **Materials**
9. **Color**
10. **Roof Shape**
11. **Details and Ornamentation**
12. **Landscape Features**

## Street View

## Overall View

### Existing Building

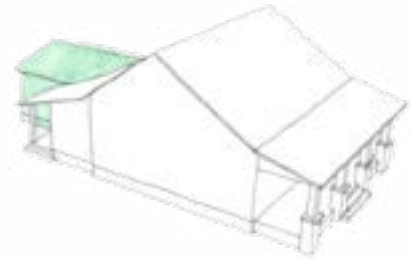


### Appropriate Additions

---

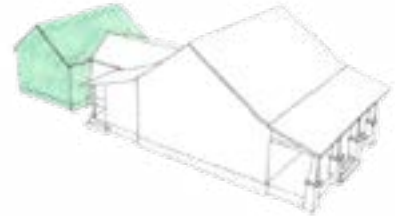
#### One-story Attached

- Placed in the rear
- Clearly distinguishable from the original house
- Clear inset
- Differing materials



#### One and One-Half Story with Connector

- Placed in the rear
- Distinguished from the original house with an inset connector

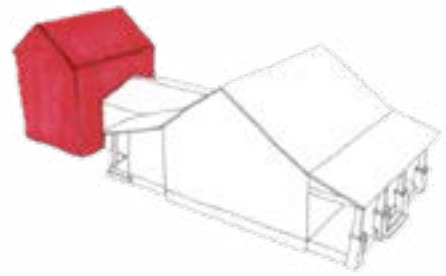
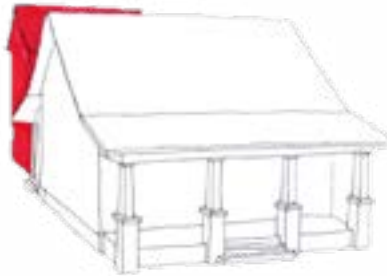


### Inappropriate Additions

---

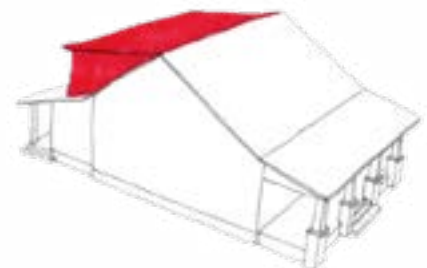
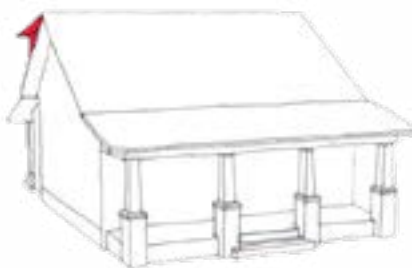
#### “Pop-up Addition”

- “Pop-up” compromising the scale relationship between the historic structure and the addition
- The addition is not subordinate to the original house



#### Alterations

- The new form alters the original roof-line, a character defining feature

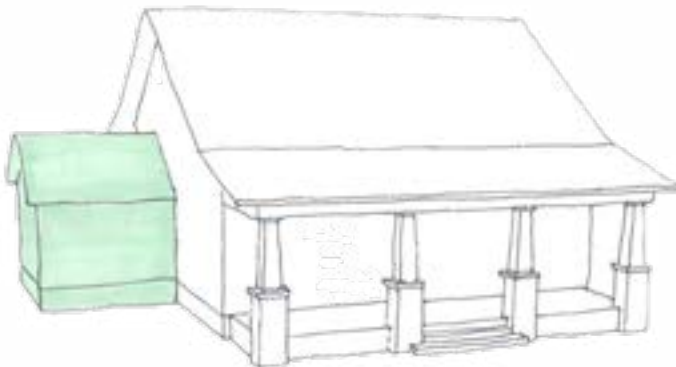


## Site / Placement

- Additions should be located to the non-character defining elevation at the rear of the building or on an obscured facade not readily visible from the street in order to minimize their impact.
- Orient additions so that the overall characteristics of the site (site topography, character-defining site features, trees, and significant district vistas and public views) are retained.

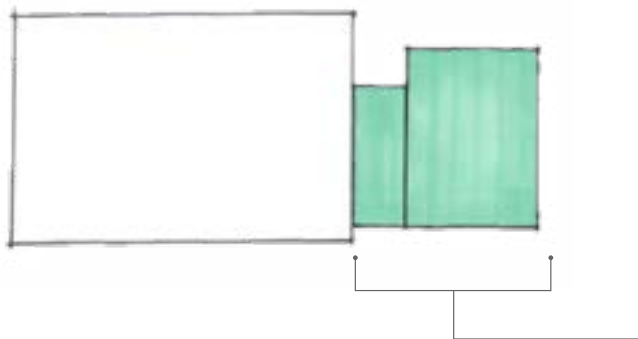
## Scale / Size

- New additions should be constructed at a scale smaller than the existing structure so as not to overpower the existing building.
- If a rear addition is not feasible, an addition on the side facade may be appropriate when it is properly designed to complement the original building without overpowering it. An addition on the side facade should set back from the historic forms and avoid alteration to or distraction from character-defining historic features.



Rear additions are more appropriate than side additions. When a side addition is necessary, set the front of the addition back from the historic house front. Size the addition to be subordinate to the house (no more than 1/3 of the width of the front facade).

- Design new additions to replicate the scale and rhythm of features of the historic building.
- Design the size and height of an addition to be subordinate to that of the historic building. The building footprint of an addition should not exceed 50 percent of the building footprint of the historic portions of the building (portions to remain that are at least 50 years of age).



A building addition should not exceed 50% of original house footprint



## Mass and Form

- The design of a new addition should be clearly differentiated so the addition reads as an addition and not as part of the historic building. The genuine historic building should stand out from any new additions.
- The most successful way to add an addition to a historic building is to build a small hyphen or connector. This results in minimal damage to the historic building and clearly differentiates the new from the old. Architectural hyphens or connectors should be recessed from the streetscape. Design the connection to be inconspicuous and to ensure that the historic buildings continue to read as distinct and separate entities



A recessed hyphen distinguishes the addition from the historic home, causing minimal damage to the original structure.  
Design by Julie Spears Architecture with Design Develop Studio.

- Design roof shapes, pitch, and level of complexity to be similar to but subordinate to the historic building.
- Use similar height lines, matching the foundation and floor-to-ceiling heights of an addition to that of the historic building.
- Make window and door openings retain the general size and rhythm of the openings of the historic building.
- If an addition or porch enclosure obscures an original window or door opening, retain the opening. Perhaps install shutters or blinds or shallow shelving in the opening
- Architectural detailing should complement rather than exactly duplicate the detailing of the historic resource.



Similar height lines, window openings that retain the size and rhythm of the original structure and architectural detailing that complements the original detailing contribute to the compatibility of the design of the addition to this house.  
Design by Howorth & Associates Architects

# Guidelines for New Construction to Historic Buildings

Designing a new building that contributes to, rather than detracts from, the character of the Historic District begins with an analysis of the character-defining features of the existing buildings, streets, and landscapes. Character-defining features include setback and lot coverage, orientation, scale, proportion, rhythm, massing, height, materials, color, roof shape, details, and ornamentation, as well as the location and design landscape features, such as plants, trees, fences, sidewalks and driveways, and the design and location of secondary buildings, such as garages, also significantly contributes to the character of the District.



## Site, Orientation, and Setbacks

- The front of a new building should not extend beyond the line created by the fronts of existing buildings, even if allowed to do so by code.
- The space between buildings should respect the existing pattern of property development within the district. The existing lot coverage within a District sets a pattern or rhythm of solid [building] and void [green space] that relates to the visual continuity of the street. This pattern should be analyzed and respected even if zoning permits otherwise.
- Most buildings squarely face a street, with their principal facade and entrance in full view. A new building should respect the primary orientation of its neighbors.



Graphic courtesy of Eureka Springs and The Lokata Group

## Scale, Size, Proportion, and Rhythm

- The scale of a new structure should usually respect the prevailing scale of its neighbors and be of a similar scale as the existing built environment. In a few cases, a new building's use or symbolic importance may make it appropriate for its scale to differ from that of its neighbors.
- A new structure should never overpower the existing adjacent buildings, thus drawing attention to itself and detracting from the remainder of the historic district. New buildings should not block the view of historic buildings from public viewsheds so that the historic buildings retain their prominence.
- Residential new construction should refer to adjacent dwellings for foundation and porch heights, as well as for the occurrence and scale of bay windows and dormers, to ensure compatibility of scale and form.
- Use similar cornice alignment, foundation heights, and window and door heights as adjacent buildings.



The house at 1408 S. Lamar built in 2005 takes cues from neighboring houses for porch and building height, window rhythms and patterns, and materials.

- The design of a new building should respect, but not necessarily exactly duplicate, the existing proportions of neighboring buildings. The proportions of a new building should be compatible with those of its neighbors.
- A new building should be compatible with the established rhythm and spacing of repetitive facade elements, such as projecting bays, storefronts, windows, doors, belt courses, and the like, of existing buildings and the street.

## Height

- Floor-to-floor heights of new buildings should be similar to the proportions of the existing buildings in the district
- Design for height compatibility with existing historic residential buildings on the same block face as the new residential building. Achieve height compatibility by designing within ten percent of the average height of the historic buildings on the same block face. Height must also not exceed the Zoning Ordinance requirements.
- The zoning ordinance establishes the allowable building height. However, the height of the existing structures helps establish the overall character of a Historic District. This character should be respected even if zoning permits otherwise.
- Buildings within the historic district are of similar heights. The height of a new building shall be compatible with other buildings in the district.



The height of new construction should follow the general rule to be within 10% of the average height of buildings on the street.

## Mass and Form

- Massing is derived from the articulation of a building's facade through the use of dormers, towers, and other roof projections, as well as façade projections such as bays, porches, and steps. A new building should respect and be compatible with the massing of neighboring buildings.
- A new building's height-to-width ratio should be consistent with existing structures.
- The use of a roof shape or a parapet should be compatible with the general District, provide visual continuity along the street, and be compatible with the District
- The introduction of a different roof shape, such as a flat roof within a district of sloped roofs, does not keep with the existing character of the district.
- The overall building massing and placement on the lot should be similar to that of other buildings in the historic district.

## Details and Ornamentation

- Some buildings contain elaborate details and ornamentation, while others are relatively plain. A contemporary interpretation of historic details and ornamentation can be a good way to differentiate a new building from a historic one. A new building should consider the amount, location, and elaborateness of details and ornamentation of existing neighboring buildings in its design.
- Existing details and ornamentation may be used as the basis for those on a new building, but they should not be copied exactly.



New construction in 2019 at 1224 Johnson Avenue



# MATERIALS

The materials used for walls, windows, sloping roofs, detail, and other visible elements within a Historic District should be respected in the design of a new building. In some districts, where most or all of the buildings on the street use the same exterior materials, the new building should normally use those or similar materials. In streets where the existing buildings use diverse exterior materials, a range of exterior materials may be used by a compatible new building. The size, texture, surface finish, and other defining characteristics of exterior materials are as important as the type of material itself. Use materials that are common to the district, such as brick, stone, terra cotta, wood, and metal.

For a detailed list of appropriate materials, see Residential Section 1 Materials.

## Guidelines for Exterior Materials on Additions

---

- Do not damage or remove historic building features or materials during the construction of an addition. If some removal is unavoidable, salvage and reuse those historic materials and features.
- Use compatible building materials that are subtly different from historic materials. This slight change helps differentiate the addition from the historic building.
- Choose durable and high-quality materials for additions and new construction. Integrate the historic material palette in the new design, keeping in mind that new materials may be a suitable solution. For example, cast stone may work well for an addition to a historic stone building. Since it is important to visually differentiate the old from the new, consider substitute materials that may be similar to the historic but have subtle variations in color, texture, and surface finish.
- Horizontal sidings such as clapboard, tongue and groove, small wood shingles and shakes, and scalloped shingles are acceptable. Lap siding exposure should be consistent with that of neighboring buildings.
- Larger, more rustic architectural characters of shingles and shakes should not be used.
- Vertical siding, such as board and batten, should not be used.
- Vinyl siding should not be used.
- A wood-fiber cement product may be appropriate for new construction as it clearly differentiates from the historic material while providing visual compatibility. Use a smooth fiber-cement board.
- Trim elements such as edge boards should be used with all wood siding types.
- Use materials and exterior finishes that complement the historic building, such as frame, brick, or stone. Frame additions are recommended when the historic building is brick or stone.



305 S 5th Street

## Guidelines for Exterior Materials in New Construction

---

- New residential and commercial construction should use materials typical of the architectural style and compatible with adjacent buildings.
- Modern materials are appropriate for new buildings. Whenever modern materials are used, they should be similar in their physical qualities to historic materials found in the district. Materials used should be appropriate to the architectural character and building type. (see chart)
- See the list of common materials used in the Historic Districts in Chapter IV.



526 N. 11th Street.  
Design by Howorth & Associates Architects



# ARCHITECTURAL FEATURES

## Porches

### Guidelines for Additions of Porches, Stoops, and Porte Cocheres

---

- Design new porches to rear or side facades with minimal visibility.
- Avoid adding porches or stoops to front facades or highly visible facades if they did not exist historically. If architectural or historical evidence exists that supports the previous existence of a porch, it may be reconstructed.
- Avoid altering the size of existing porches.
- Design the scale, proportion, and character of porch elements to be compatible yet less elaborate than the historic details.
- Use materials and details appropriate to the historic building design. Avoid contemporary materials and pre-cast steps visible from the street.
- Design screened or glassed porch additions with the minimum number of vertical and horizontal framing members needed to support the screening. Use wooden frames only.
- Design porches so that the height and slopes are compatible with the historic building and the roof line does not interfere with the second-story facades.
- Avoid adding a porte cochere to a historic building unless there is evidence that one previously existed.

### Guidelines for New Construction of Porches, Stoops, and Porte Cocheres

---

- Design porches and stoops to continue the rhythm of these elements on the street.
- When designing a porch or stoop, consider the location, proportion, height, roof form, supports, steps, and ornamentation relative to historic porches or stoops in the district.
- Design rear or side porches to be subordinate in character to the front porch.

# Decks

The outdoor deck is a contemporary exterior feature frequently introduced in residential historic districts. It is an uncovered wooden structure, similar to a back porch, located above grade at the rear of the structure. Decks shall conform to local building codes.

## Guidelines for Decks

---

- Design decks so that the historic structure and its character-defining features and details are not damaged or obscured. Install decks so they can be removed in the future without damage to the structure.
- New decks should be constructed in inconspicuous locations, usually on the building’s rear elevation. When feasible, new decks should not be visible from the public right-of-way.
- Design and detail decks and associated railings and steps to reflect materials, scale, and proportions of the building.

# Windows

Windows are an important character-defining feature of a building and contribute to its architectural richness, especially in the patterning of the window muntins (also called mullions or sash bars) and in the arrangement of the windows themselves.

## Guidelines for Windows on Additions and New Construction

---

- Design new windows to be compatible with the size, detailing, placement, rhythm, and relationship of solids to voids of those on the historic building.
- Where multi-pane windows are utilized, “true divided light” (TDL) windows or simulated divided lite (SDL) should be used, especially on the ground floor. “Snap-in” muntins [i.e., detachable vertical or horizontal glass plane dividers or glass pane dividers sandwiched between layers of glass] should not be used in commercial, mixed-use, or civic buildings.



Simulated Divided Lite with Spacer Bar

Authentic Divided Lite

Grilles-between-the-Glass

Removable Grilles



Placeholder

- Use wood windows to match the windows on the house or a relocated window from another area of the house on the primary facades.
- Design windows to match the historic materials found on the building but composite materials that have the appearance of wood are appropriate for windows, stops, jambs, and trim.
- If a historic window is removed to accommodate the addition, consider reusing it on the addition.
- Determine whether shutters are compatible with the architectural style of the building. Where appropriate, use wood shutters that appear operable and fit the reveal of the window precisely.

# Shutters

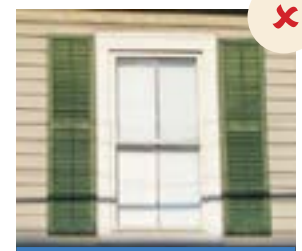
## Guidelines for Shutters on Additions and New Construction

---

- Design shutters to precisely be the same height and width as the window opening, and use hardware so the shutters appear operable.
- Determine whether shutters are compatible with the architectural style of the building.
- Use wood shutters.



Appropriate shutters are compatible with the architectural style of the home and precisely cover the window when closed.



Inappropriate shutters are mounted flat against the wall providing no shadow to the facade and are inappropriately sized.

# Awnings

## Guidelines for Awnings on Additions and New Construction

---

- Install canvas awnings to emphasize rather than obscure a historic building's architectural detailing. For example, installing individual awnings above window and door openings can expose decorative cast-iron posts and other architectural features.
- Install individual awnings over each window rather than spanning two windows with a single awning.
- Install canvas awnings to emphasize rather than obscure the architectural detailing of a building.
- Adding a canvas awning to shelter a house's entrance is preferable to adding a structural porch, canopy, or porte cochere.
- Choose patterns and designs for residential use that are subdued and do not disrupt the character of the neighborhood.
- Metal and wood awnings are inappropriate for historic buildings unless they were an original design feature.
- Vinyl awnings are inappropriate for historic buildings.

# Doors and Entryways

## Guidelines for Doors and Entryways on Additions

---

- Avoid adding new entrances to front facades or where highly visible from the street.
- Design doors and doorways to the addition to read as secondary in appearance and detailing of the historic building.
- Design screen doors with large expanses of screening or glass to maintain the visibility of the original door.
- Use traditional materials appropriate to the building's style and similar in detail to the other entrances on the historic building and in the district.
- If a historic door is removed for an addition, consider reusing it on the addition.

## Guidelines for Doors and Entryways on New Construction

---

- Design new buildings with their main entrances on the front facade. If desired, provide entrances on facades facing both streets for corner lots.
- Design new doors and doorways to blend well with other historic buildings on the street, including solid-to-void ratio, rhythm and spacing, and scale and intricacy.
- Use traditional materials and details, such as casement trim, sidelights, or transoms, that resemble the doors on nearby historic buildings.

# Roofs

## Guidelines for Roofs on Additions and New Construction

---

- Design the roof shape for additions should be similar in roof shape, pitch, and complexity but also subordinate to the historic building.
- Design the roof shape of new construction in keeping with the existing character of the District and to provide visual continuity along the street.
- The roof shape of a new building should be compatible with the roof shapes of neighboring buildings
- Design the pitch of the roof to be compatible with the architectural style of the house.
- Use historically compatible roof materials such as asphalt, wood, slate, fiberglass shingles, or standing-seam metal, which are traditionally used with the architectural style of the building.

# Chimneys

## Guidelines for Chimneys on Additions and New Construction

---

- If desired, appropriate chimney caps include clay, slate, stone, and low-profile metal caps that do not overhang the rim of the chimney (painted to match the brick).
- Design chimneys for an addition to be compatible in material and detailing but subordinate in massing and height to historic chimneys in the neighborhood.
- Appropriate materials for a chimney include stone, brick, brick veneer, or stucco.



## Gutters

### Guidelines for Gutters on Additions and New Construction

---

- Use gutters, downspouts, and splash blocks in a design appropriate to the age of the building they support. Use half-round gutters if the building dates from before the 1930s. Use ogee gutters if the building dates from after the 1930s.
- Round gutters are also less likely to cause moisture problems when attached to masonry buildings.
- Locate downspouts in less visible locations and away from architectural features.

## Dormers

### Guidelines for Dormers on Additions and New Construction

---

- Dormer additions should not be visible from the main facade or street. If visible, visibility should be obscured. Limit dormer additions to rear or side facades with minimal visibility.
- Size and locate dormer additions to fit with the historic architectural style and roof shape of the building. Dormers should be designed to be similar yet subordinate in detailing, scale, width, and massing to existing dormers.
- Relate the scale, style, and proportion of dormer windows to the windows on the historic structure and main body of the house.
- Dormers should have a minimum 3:12 roof pitch and no less than half the roof pitch of the main roof.
- A dormer should be located below the main roof ridge.
- The sidewalls of a dormer should be 30” or more away from the sides of the main roof body.
- A dormer addition should be set back at least 1’ from the wall of the main building.

## Foundations

### Guidelines for Foundations and Crawl Space Enclosures on Additions and New Construction

---

- Design foundations and piers of additions to be compatible with those on the historic building. If the historic building is masonry and concrete blocks are used for the foundation, paint the foundation of an addition a color to match the exposed mortar joints in the historic building. Match masonry veneer to the original stone or brick.
- Use materials such as brick, stucco, or frame to compliment the character of the District.
- Do not design slab-on-grade foundations. The foundation level should be about 18” above grade.
- Foundation materials on frame buildings should not exceed the height of the finished floor.
- Indicate the foundation level of brick buildings with some type of belt course, such as a soldier or sailor course.
- Provide adequate ventilation to prevent moisture accumulation beneath the house.
- Design foundation materials on frame buildings so that they do not exceed the height of the finished floor.
- Use materials that are similar in character to nearby historic buildings, such as brick, stone, concrete, or painted or parged concrete blocks.

# ACCESSORY STRUCTURES

The outdoor deck is a contemporary exterior feature frequently introduced in residential historic districts. It is an uncovered wooden structure, similar to a back porch, located above grade at the rear of the structure. Decks shall conform to local building codes.

## Guidelines for Additions to Accessory Structures

---

- Design additions to outbuildings to complement rather than detract from historic buildings by following the guidelines for new additions and new construction.
- Additions to new outbuildings should reflect the character of the historic property.
- The construction of new outbuildings should not destroy significant landscape features.
- Porches and balconies were not common to historic accessory structures. Consider only adding porches or balconies if placed out of the public view and subordinate in footprint, size, mass, and scale to the main form of the accessory structure.
- Avoid the use of chimneys on accessory structures. Freestanding outdoor chimneys may be appropriate if sited so that they are not readily visible from the street.
- Accessory structures should not exceed 1-½ stories. Design accessory structures to be secondary in prominence to the principal historic building on site.
- Locate new accessory structures behind the rear plane of the principal building.

## Guidelines for New Accessory Structures

---

### Site, Scale, Mass, and Form

- Design new outbuildings to complement rather than detract from historic buildings by following the guidelines for residential new additions and new construction. New outbuildings should match the material, scale, and roof form of the principal structure on the site and reflect the character and style of the historic property. Victorian gazebos, for instance, are out of character in the front yards of ranch-style houses.
- The entirety of the new outbuilding should be visually subordinate in size, mass, and height to the principal structure on the site. A new outbuilding should not exceed 1 ½ stories.
- Maintain the location of the original outbuilding, if applicable. Locate new outbuildings in the rear yard of the main structure behind the rear plane of the house. Only locate an outbuilding to the side of the main structure when it is historically appropriate, as it is with some 20th-century styles. The construction of new outbuildings should not destroy significant landscape features.



A new garage located at the rear of the site is subservient in scale to the historic residence at 650 N. Lamar Blvd.



The new construction compliments the historic residence in material, form, and detail.

- Orient outbuildings so the front facade is parallel with the front facade of the main structure.
- New outbuildings should be compatible in proportion with historic structures. If larger-than-historic proportions are desired, break up the mass of the new structure into smaller portions to reflect the traditional sizing and form.
- Porches and balconies were not common to historic accessory structures. Consider only adding porches or balconies if placed out of the public view and subordinate in footprint, size, mass, and scale to the main form of the accessory structure.
- Avoid the use of chimneys on accessory structures. Freestanding outdoor chimneys may be appropriate if sited so that they are not readily visible from the street.

## **Materials, Windows, Awnings, Breezeways, and Entrances**

- Use materials used on the main structure or materials that are compatible with those used on the main structure.
- Details and ornamentation should complement the character of the main building but be less elaborate.
- Doors should have similar proportions, designs, and materials to those typically found on historic outbuildings.
- Refer to the guidelines for windows and awnings for additions and new construction when considering outbuildings.
- Design a breezeway that is simple in detailing and subordinate to the accessory structure. Choose a breezeway location that lessens its length and expanse.

## **Dormers**

- Appropriately sized dormers to fit with the style and windows of the principal house.
- Locate dormer side walls at least 30” from the side wall of the outbuilding.
- The Dormer front wall should be recessed at least 1 foot from the front wall of the outbuilding.
- The roof pitch of dormers should be a minimum of 3:12 and not less than half of the roof pitch of the outbuilding.







**SITE**

**FEATURES**

# SITE FEATURES

## Fences and Walls

Most historic houses built before 1900 featured fences.

During the antebellum period, rural Mississippi residences typically featured only wood fencing. Picket fences enclosed house yards, and rail fences ran along roadsides. In the late nineteenth century, wire fencing came into common use.

Urban areas featured both wood and iron fences, but picket fences were more common. Picket fencing typically extended along sidewalks only in front of houses unless the house had a corner location. Picket fencing in the nineteenth century often featured a skirt or baseboard, which could be easily replaced when deteriorated without disturbing the pickets above.

Iron fencing became popular in the 1830s, but it was never as widely used as wood picket fencing.

Iron fencing can be either wrought or cast, depending on the manufacturing process, with more ornate fencing cast in molds. During the antebellum period, iron fencing usually extended only across the front of a historic property.

Urban areas also featured vertical board fences to enclose rear yards, screen side yards, and provide privacy between buildings. The structural members of board fences traditionally faced inward, with the smooth face of the fence facing outward.

In the late nineteenth and early 20th-century, many vernacular houses featured chicken wire and hog wire fencing. In the mid-20th century, chain link fencing became the most popular fencing material in America. Generally, in Mississippi, masonry walls were not original features of historic landscapes unless they functioned as retaining walls.

## Guidelines to Preserve, Repair, or Replace Fences and Walls

---

- Original fences and walls should be retained and repaired, if possible. Guidelines for maintaining and repairing historic fences and walls are generally the same as those for buildings. Consult the appropriate sections of the design guidelines for recommendations.
- Repair individual pickets rather than replace an entire section of the fence.
- The wood used in repair should be chosen for its resistance to rot and infestation.
- Replace deteriorated or missing historic fencing and walls with new fencing or walls to match the original as documented by surviving physical evidence or in historic photographs and/or drawings.
- Vinyl picket and rail fencing are inappropriate for the historic districts.
- Stucco-coated concrete block is a reasonable substitute for stucco-coated brick.



Fence at Ammadelle

## Guidelines for New Fences and Walls

- If no documentation exists for the design of the original fencing or walls, base new designs on surviving or documented original fencing or walls at a similar house of the same style in the same neighborhood. New fences should harmonize with the architectural style of the house and complement historic or new fencing based on historic precedent.
- Vertical board fences and masonry walls taller than three feet are not appropriate in front of historic buildings.
- Avoid fence designs that mix construction materials, unless documented by physical evidence or historic photographs and drawings. Inappropriate for historic houses are fences constructed of vertical brick piers that are spanned by vertical boards or panels of wrought iron.
- In general, metal fences should have metal posts, and wood fences should have wood posts.
- Chain link fencing is not appropriate for historic properties and should be used only where it is not visible from the street.
- Always install new board fences with the framing members facing inward and the smooth surface facing outward.
- Install new fences, without historic precedent, to screen parking areas, mechanical equipment, garbage cans, or other unsightly areas. Such fences may be composed of pickets, vertical boards, lattices, or jalousies.

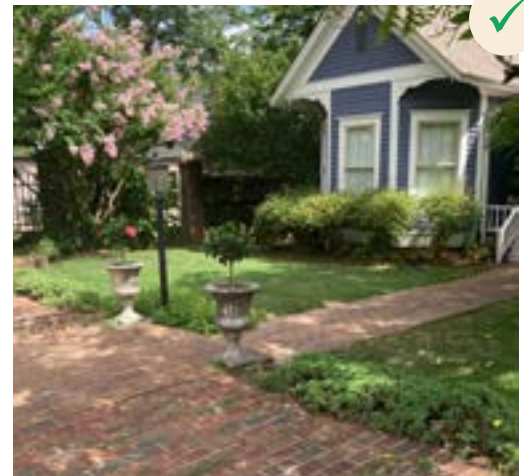


Homeowners once used fences like this to keep animals such as livestock out of the yard. Today, this historical design is an appropriate way to keep pets inside the yard within the historic districts.

## Sidewalks and Site Paving

Paved sidewalks, walkways, driveways, courtyards, and patios are all landscape features that are associated with urban buildings. Rural buildings generally featured graveled drives and graveled walks, with brick used sparingly as an exterior paving material. Brick was the most common paving material in the 19th century, and it was typically laid without mortar on a bed of sand. Pre-Civil War houses sometimes had extensive rear courtyards that were paved in brick. Paved sidewalks were typically composed of bricks laid in a herringbone pattern. Imported slate was sometimes used for paving material for some mansion houses and fine public buildings. Cement was first used as a paving material in the mid-19th century when it was used for flooring in brick-dependency buildings and basement rooms. The use of cement and/or concrete as a paving material for sidewalks, walkways, and driveways dates primarily to the 20th century.

Paved driveways and parking areas are generally additions to historic buildings built before 1920. Except for patios and courtyards, the installation of new paving is generally a response to the growing number of automobiles. In accommodating new driveways, parking areas, and walkways, property owners need to consider the historic character of the site and the setting, as well as the materials used for paving. New paved driveways and parking areas need to be as unobtrusive as possible.



Red brick is an appropriate paving material in the historic districts.

## Guidelines for Sidewalks and Site Paving

- Maintain and repair historic paving when possible.
- Do not repair historic brick or slate paving by filling cracks with mortar.
- Maintain and repair historic graveled drives and walks.
- If repairing historic paving is not possible, new paving should be installed to match the deteriorated original.
- Install new paved driveways or parking areas in the least conspicuous part of the historic property.
- Do not install circular driveways or create parking areas in front of historic buildings unless documented historically.
- Inappropriate paving materials for historic districts include asphalt and stamped concrete to resemble brick or cobblestone.
- Appropriate paving materials for historic districts include red brick, concrete, exposed aggregate concrete, and pervious concrete systems such as Grasscrete molds filled with grass or loose gravel.
- New brick sidewalks, walkways, and driveways for historic properties should be butt-jointed or laid without mortar joints.



Pervious pavers were used in this circle drive to minimize the appearance of the drive in the front of the house. Exposed aggregate concrete and concrete were also used.

## Fountains, Urns, Benches, and Yard Art

### Guidelines for Fountains, Urns, Benches, and Yard Art

- Maintain and repair historic fountains, urns, benches, sundials, trellises, bird baths, and other landscape ornaments that are original to historic properties.
- Replace missing or badly deteriorated landscape ornaments based on physical evidence or historic photographs and/or drawings.
- Avoid the introduction of new landscape ornaments whose scale and design are inappropriate for historic properties.
- Refrain from over-decorating front yards with too many landscape ornaments.
- Yard art, like wood cutouts, plastic animals, and sculptures, is also not appropriate for the front yards of historic neighborhoods.



1003 S Lamar Boulevard



# Landscape and Topography

## Guidelines for Trees, Hedges, Shrubs, Flower Beds, Etc.

---

- Retain historic plant material, large trees, and historic formal gardens unless it is causing damage to historic buildings or is jeopardizing the safety of building occupants. Replace historic plant material with new plants of the same or similar species.
- Use quick-growth dense shrubbery to hide parking areas, mechanical systems, and neighboring intrusions.
- Do not plant trees with damaging root systems near building foundations, walkways, sidewalks, driveways, patios, or courtyards.
- Tall hedges should not be planted in front of historic properties.
- Avoid significantly altering or grading the topography of a property.



# Lighting

## Guidelines for Lighting

---

- Install exterior lighting fixtures that complement the architectural style of the house.
- Large-scale lamp posts are meant for street lighting and should not be used in the yards of historic houses.
- Repair and retrofit historic light fixtures whenever possible and replace missing light fixtures if sufficient documentation exists.
- Where historic fixtures remain, and additional lighting is needed, add new fixtures to be subordinate to the historic fixtures in terms of placement, scale, design, and illumination.
- Use existing or ambient streetlight or storefront lighting rather than adding new lighting whenever possible.
- Install lighting only at the ground level of buildings.
- Minimize negative impacts to a historic building facade when installing lighting. Locate and install light features so they may be removed without significant damage to historic building fabric.







# **MODERN FEATURES**

# MODERN FEATURES

## Solar Panels

Preservation of the character of the historic structures and sites within Oxford’s historic districts is of the utmost importance. The Oxford Historic Preservation Commission and the Courthouse Square Preservation Commission (the Commissions) encourage the installation of solar panels and solar devices as alternative energy sources. However, there may be instances where solar panels or solar devices are not appropriate on a particular building or site if such a device is determined to be detrimental to the character of the historic district. The following criteria are intended to guide the discussion of applications for Certificates of Appropriateness involving solar panels or solar devices in historic districts.

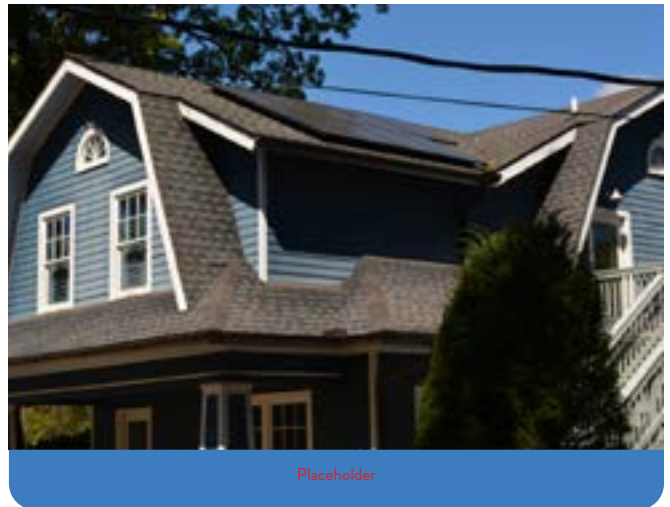
A Certificate of Appropriateness shall not be issued for solar panel proposals without prior approval by the Oxford Electric Department.

Solar panels on new construction or building additions are encouraged to be integrated into the building design.

### Guidelines for Solar Panels on Existing Historical Structures

---

- Solar panels shall be placed on a non-character-defining roof line of a non-primary elevation.
- Solar panels shall not be visible from public streets.
- Solar panels that contrast with the color of the roof are inappropriate and found to be detrimental to the character of the historic district.
- Solar panels shall be located so as not to alter a historic roof line or character-defining feature such as a dormer or chimney.
- Installation of panels must be reversible and not damage the historic integrity of the resource and district.
- For flat roofs, solar panels shall be setback from the edge of the roof to minimize visibility and may be set at a pitch or elevated if not highly visible from public streets.
- Install solar panels on flat roofs if the roof structure can bear the increased load.
- Solar panels shall run parallel to the original roof line and shall not exceed nine inches above the roof line.
- Detached arrays of solar panels at a historic site may be located in the rear or side yard if the arrays are not highly visible from the public streets and do not detract from other major character defining aspects of the site.
- Character-defining elements such as historic windows, walls, siding or shutters, which face public streets or contribute to the character of the building, shall not be altered in connection with the installation of solar panels.
- Existing trees shall not be eliminated in order to install solar panels.



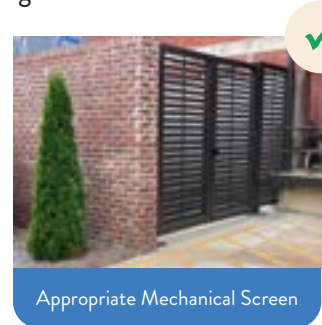


# Mechanical and Communications Equipment

## Guidelines for Mechanical and Communications Equipment

---

- Place ground-mounted mechanical or communications equipment behind buildings or out of view from the front facade or street, and screen it from street view with landscaping, fencing, or walls.
- Place roof-mounted systems such that distance or architectural elements like parapets keep them from view. If there are limitations to the placement of mechanical equipment, screening on the roof may be appropriate to minimize the visual impact.
- Avoid using window mechanical systems where visible from the street.



## Ramps and Lifts

The enactment of the Americans with Disabilities Act in 1990 (also the Architectural Barriers Act of 1968 and Section 504 of the Rehabilitation Act of 1973) has presented new challenges to owners of historic properties open to the public. According to the Secretary of the Interior’s Standards for Rehabilitation, “The goal is to provide the highest level of access with the lowest level of impact.” Successful projects are usually the result of carefully balancing historic preservation concerns with accessibility needs.

Most historic buildings open to the public are not exempt from providing accessibility.

In many cases, historic buildings can be made accessible with few physical alterations. Modification may be as simple and inexpensive as a ramp and the creation of a designated parking space. Some buildings, particularly those with first stories raised high above ground level, present a formidable challenge that can only be overcome by the installation of an elevator and associated exterior and interior remodeling. Programmatic access, which can be achieved through an exhibit or audio-visual program, maybe the only solution to providing access to areas of some historic buildings or to natural attractions.

## Guidelines for Ramps and Lifts

---

- Place ground-mounted mechanical or communications equipment behind buildings or out of view from the front facade or street, and screen it from street view with landscaping, fencing, or walls.
- Place roof-mounted systems such that distance or architectural elements like parapets keep them from view. If there are limitations to the placement of mechanical equipment, screening on the roof may be appropriate to minimize the visual impact.
- Avoid using window mechanical systems where visible from the street.



# Skylights

## Guidelines for Skylights

---

- Position Skylights so they are not visible from the street.

# Stairs and Fire Escapes

## Guidelines for Stairs and Fire Escapes

---

- Locate fire escapes and staircases on rear facades or at a location where they are not visible from the front facade or the street.
- Avoid removing or damaging architectural features for the installation of fire escapes and staircases.



The Lyric, 1006 Van Buren Avenue



EN  
HOUR

BILL CROCKETT

CITY GROCERY

NO WAX  
PEST  
CONTROL

Maplewood South  
Maplewood Avenue

DRY GOODS - CLOTHING - SHOES



CITY GROCERY



CITIES @ SERVICE







# COMMERCIAL

# COMMERCIAL

## ARCHITECTURAL FEATURES

### Storefronts

The term storefront architecture is often used to describe the architectural form of downtown commercial buildings. Since many historic commercial buildings share party walls and their rear elevations face service alleys, the storefront is the architectural identity of the building.

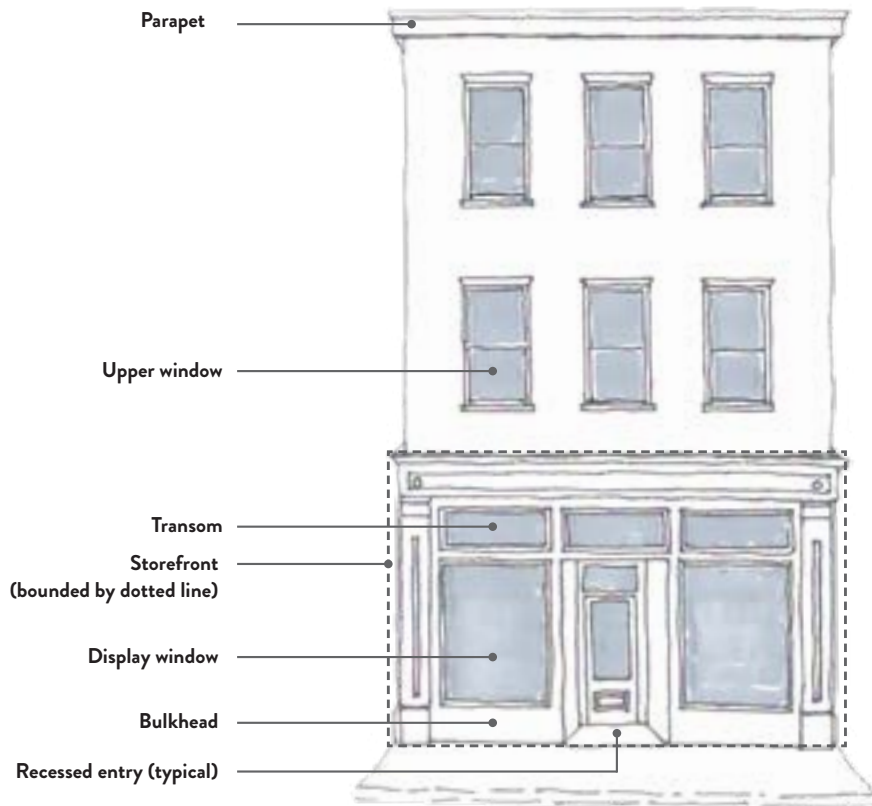
Early commercial buildings in the Federal style resembled residential buildings with hipped or gabled roofs and bay or oriel display windows. Greek Revival storefronts were similar to the first-story storefront, sometimes defined by Grecian pilasters that supported an entablature or frieze with molded cornice. Both Federal and Greek Revival storefronts typically featured single or double-leaf doors with small glass panes atop molded panels.

Paralleling the evolution of glass size was the 19th-century development of architectural cast iron, which allowed structural members to reduce in size and accommodate larger pieces of glass. The parapet facade also became a character-defining feature for storefront architecture during the nineteenth century. Cast-iron posts, both structural and ornamental, flanked the storefront sections and supported the upper walls, which typically rested on an iron beam.

A large number of storefronts featured repeating doorways, which allowed the entire storefront to be thrown open to accommodate shoppers and to ventilate the interior during warm weather. Recessed entrances also became popular to provide shelter for sidewalk shoppers and protect merchandise from the sun.

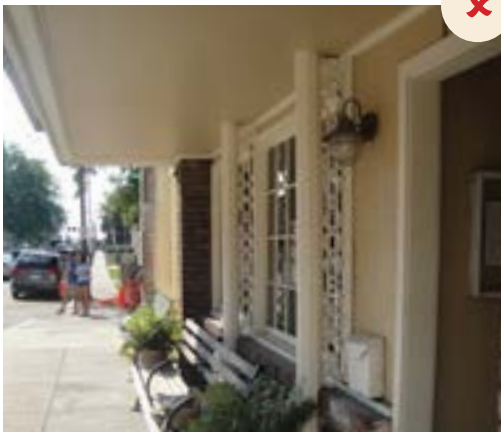
Today's "modern" storefronts date principally from the innovations in the 1920's and 30's, which witnessed the widespread uses of plate glass and the introduction of aluminum, stainless steel, pigmented structural glass, tinted and mirrored glass, glass block, and neon to storefront architecture.

Owners of historic commercial buildings confront several issues in maintaining and rehabilitating storefronts. They need to determine the original appearance of the building and evaluate both the condition of the building and the significance of the later changes. They also need to consider the commercial use of the building. For example, historic buildings remodeled for use as jewelry stores in the mid-twentieth century are not generally functional for other retail uses since the amount of display glass was greatly reduced.



## Guidelines to Preserve, Repair Storefronts

- Restore and repair original features of storefronts, such as the cornice line, the bulkhead, and transom shape if possible.
- If restoring a storefront, use photographic evidence whenever possible.
- Evaluate the condition and significance of later changes to determine whether the remodeling itself is significant. If the later remodeling and its architectural features are insignificant and/or deteriorated, the property owner may decide to restore the original appearance of the commercial building based on the surviving physical evidence and/or historic photographs.



Changes to this storefront were insignificant and detracted from the character defining features of the storefront. Although cost prevented the Owners from fully restoring the storefront, the removal of the inappropriate awning and ceiling allowed visibility of historic storefront form and features. In order to fully restore the storefront, an Owner needs to re-work the entry, and install transoms.

## Guidelines to Replace and Install New Storefronts

- Avoid creating historic appearances that never existed.
- If an existing storefront needs replacement, it is acceptable to install a contemporary treatment that respects both the character of the historic building and is compatible with the streetscape. The new storefront openings might echo the conjectural size and placement of original openings but feature simple glass infill.
- Consider retaining a non-original storefront where it has achieved historic importance.
- Design new storefronts with traditional storefront character and elements, such as bulkheads, cornice lines, display windows, and transoms.
- Use clear glass. Avoid reflective glass, tinted glass, or other treatments that inhibit views into the building.



The new Storefront openings echo possible size and placement of original openings and continue the rhythm of the windows on the street.

## Porches and Balconies



Most of the facades around the square didn't have balconies, and only a few had canopies. The addition of balconies has drastically altered the historic appearance of the square. Some of the balcony additions may be considered significant historic additions, while others detract from the historic significance of the district.



## Guidelines to Preserve and Repair Porches and Balconies

---

- Retain and repair, if possible, original balcony materials and detailing, such as columns, flooring, railings, and detailed trim.
- Retain and repair deteriorated balcony elements as needed with materials that match the original materials in kind, size, scale, appearance, profile, and placement.
- Repair existing turned posts, columns, and balusters with modern-day epoxies.
- Preserve and maintain the location and configuration of original balconies with their associated components and detailing, if possible.
- Do not alter the design by adding or removing feature stories or by shortening or elongating their length across the façade.
- Significant existing balcony additions should be preserved. If an existing, not-historic porch or balcony is not contributing to the character of the district or deteriorated beyond repair, the Owner may consider restoring the building to its original appearance. Use photographic evidence to restore a structure.
- In making repairs to decking, use wood that has been pressure-treated to increase its resistance to rot and infestation.
- Replace or repair balcony materials with matching materials. If no evidence exists to document the original materials, replacements should be based on the architectural style of the building.
- When removing a balcony due to life-safety issues, disassemble the feature in a way that does not damage the historic façade. Once removed, repair the anchor points on the façade using in-kind material and Dutchman repair.
- Avoid aluminum, metal, or vinyl replacements to replace deteriorated wood porch columns.
- Avoid enclosing porches or balconies on highly visible elevations with screen, glass, or other material.
- Avoid adding architectural features that are not original to the historic porch or balcony. These features include alterations such as the addition of limestone caps to steps, pilasters, and decorative molding.
- When replacing historic wood porch flooring, use new, treated, tongue-and-groove flooring in a width that matches the original porch flooring or is suitable for the period in which the structure was built. If in doubt, match the width of the interior flooring of the building. Prime all sides of the tongue-and-groove flooring before installation. Be sure that the flooring boards extend sufficiently beyond the fascia board (1 ½ to 2 inches) to allow water to run off without damaging the fascia board and any cove molding. Alternative materials may be considered for use on a case-by-case basis. Considerations include the potential impact on historic significance, durability, accuracy of appearance, location, environmental impacts, and interaction with historic building materials.



Roosters is one of the only original balconies on the Square.

## Guidelines for Adding Porches and Balconies

---

- Consider adding a balcony or porch to a historic commercial building only if historical documentation exists.

# Awnings and Canopies

Awnings on commercial and residential buildings have been popular since the nineteenth century. Awnings help control temperature, prevent merchandise from fading in display windows, and protect customers from sun and rain. Awnings can also help in merchandising since they create additional sign surfaces and make buildings more colorful and attractive. The installation of awnings can also minimize the impact of an altered storefront by placing it in shadow. Some twentieth-century commercial buildings, particularly those dating to 1920 and later, originally featured suspended canopies of metal and/or wood.

## Guidelines to Preserve and Repair Awnings and Canopies

---

- Original awnings and canopies of wood and/or metal should be preserved and repaired.
- Original awnings and canopies of wood and/or metal that are missing or too deteriorated to repair, should be replaced to match the original as existing or documented in historic photographs.
- Install new awnings without damaging window trim or other architectural fabric.
- Metal and wood awnings are inappropriate for historic buildings, unless they were an original design feature of the building.
- Vinyl awnings are inappropriate for historic buildings.

## Guidelines for Adding Awnings and Canopies

---

- Install new awnings without damaging window trim or other architectural fabric.
- Install canvas awnings to maintain, rather than disrupt, the architectural rhythm of the buildings on a block. Awning fabric must cover the front of the awning frame.
- Use shed awnings with open ends to allow less obstructed views of storefronts.
- Install awnings to fit within the storefront frame and in scale with the historic building.
- Install awnings at the top of the storefront or below the transom window line and above the display windows, not on the façade wall above the storefront. Use historic photographs to determine awning placement either below or above the transom line.
- Place fixed canopies below the transom line where a transom line exists.
- On historic buildings with altered storefronts, install the awning to reflect the original first-story height rather than the lowered plate-glass storefront.
- Select awnings that compliment the style and color of the building, as well as the other buildings in the block.
- Pole-supported awnings are appropriate for entrances on certain commercial buildings to provide protection from rain.
- A pole-supported, canvas awning is preferable to the addition of a non-historic porch, vinyl, or metal awning.
- Incorporate signage onto the awning using silk-screening, sewn applique, adhesive vinyl, or hand painting.



Awnings should have a 30-50 degree angle. Use shed awnings with open ends so the architectural detail behind the awning is still visible.



# Roofs, Parapets, and Gutters

Roof height and shape are some of the most character-defining features in downtown. The roof height affects the scale and rhythm of the street. The building heights also impact the feeling pedestrians experience walking down the street. Highly distinctive roof shapes and parapet designs are part of the original design of the building. Many parapets have varying brick details and cornices. We must work to preserve and repair these important features.

## Guidelines to Preserve and Repair Roofs, Parapets, and Gutters

---

- Keep parapets in good repair to prevent water from infiltrating behind the parapet and damaging the front façade of the building.
- If a historic feature is missing or needs replacement due to significant deterioration, design the new feature based on the original in scale, design, and material. If the feature is missing, base the replacement on physical evidence or historical documentation of the original.
- Do not alter the historic roof form unless required to move the water away from the building.
- Repair historic roof materials such as clay tile and slate. If replacement in kind is not feasible, use substitute materials that closely match the characteristics of the original.
- See **Modern Features** for guidelines on the placement of mechanical equipment, solar panels, and skylights.



Picture of a pretty brick parapet.



The shape and slate tiles are significant characteristics of this roof.

## Guidelines for New Roofs, Parapets, and Gutters

---

- Commercial buildings are often rectangular with a flat roof.
- Design parapets to be similar to surrounding historic buildings but simpler in detail.

# Entrances

## Guidelines for Entrances

---

- Preserve and maintain storefronts, doors, and doorways, and transoms on historic commercial buildings in their original location and configuration.
- Avoid removing or replacing original architectural features or detailing unless extensive deterioration is evident. If a new door is required, use a wooden single-light door traditionally found in a historic storefront.
- If new glass is needed, use clear glass.
- Avoid adding entrances to the front facade of a commercial building. If a new entrance is needed, try to add the new entrance to the rear. If a rear entrance is not possible, design the new entrance to be secondary to the historic entrance.
- Design new doors and doorways to blend well with historic buildings on the street, including solid-to-void ratio, rhythm and spacing, and scale and intricacy.
- Provide casement, trim, and transoms or sidelights similar to those seen on nearby historic buildings



This new door does not copy what may have been the original door style (possibly a wooden, single-lite door), but the new door is also secondary to the historic entrance and does not detract from the rhythm of the storefront.

# Windows

## Guidelines for Windows

---

- Preserve and maintain historic windows and historic window openings.
- Guidelines for preserving windows are the same as for residential windows.
- Maintain the original space patterns and location of windows.
- Avoid tinted or reflective glass. Use clear glass for easy views of the buildings.
- Design new windows to be compatible with the size, placement, rhythm, and relationship of solids to voids of those on the historic building.



# DESIGN CONSIDERATIONS

## Guidelines to Preserve and Repair Historic Commercial Buildings

---

- Restore, repair, and maintain the original architectural features of a building that contribute to the historic character and style of the building and the district.
- Use photographic evidence to restore a building.
- Do not alter the placement or orientation of a historic structure within its setting.
- Significant existing additions should be preserved to honor the period of significance of the building by keeping any alterations true to its architectural period of significance as well as those which have gained significance over time. Avoid alterations that make a building appear older or younger than it is.

## Guidelines for Additions to Historic Commercial Buildings

---

- Place new commercial additions on the rear façade.
- An addition may not be added to the front façade.
- If there is no space for a rear addition, consider an addition on the side.
- Consider a rooftop addition only if a rear or side addition is not possible. Place roof additions toward the rear of the roof floor to preserve the historic scale and minimize the visual impact on the historic building from the front. Consider the height of the neighboring buildings when determining the height of the rooftop addition.
- Commercial additions should be subordinate in height and mass to the historic building.
- Most commercial buildings in Oxford's Courthouse Square Historic District cover the entire lot. As a result, new additions to the rear facade may not be feasible. A rooftop addition will only be appropriate if it is inconspicuous from the public right-of-way, is set back from the primary elevation, and does not damage the character-defining features of the building. A rooftop addition is more compatible with buildings that have taller adjacent buildings.



Graphic courtesy of Eureka Springs and The Lokata Group

# Guidelines for New Historic Commercial Buildings

- Align new commercial construction with the setback of the rest of the buildings on the block, typically with the front façade directly adjacent to the sidewalk.
- Design new construction to be compatible with the scale, massing, and form of existing historic buildings on the block.
- Design the height of the new building to be consistent with other buildings on the street. The height of the new building should be within 10% more or less of the average height of buildings on the street.
- Align the architectural features of the new building with those of nearby historic buildings, including floor-to-ceiling heights, cornice alignment, window and door heights, and foundations.



Funky's is an example of appropriate scale, rhythm, height and detail for new infill design and construction.



Graphic courtesy of Eureka Springs and The Lokata Group

## MATERIALS

- Use materials and exterior finishes that complement the historic building, such as frame or brick. Simple glass and metal designs that minimize the number of framing members may be considered on rear facades.
- See Residential Section 1 for guidelines for appropriate preservation and repair and for guidance about substitute materials.
- Alternative materials may be considered for use on a case-by-case basis.
- Considerations include the potential impact on historic significance, durability, accuracy of appearance, location, environmental impacts, and interaction with historic building materials.



LYRI







# SIGNAGE

# SIGNAGE

## Overview

All commercial signs in historic districts must obtain a COA from the HPC prior to receiving a sign permit and must comply with the City of Oxford's sign ordinance, Article 7.0 of the [City of Oxford's Land Development Code](#).

The streets of Oxford and the downtown square were designed primarily with pedestrians in mind, and signs were integral parts of the facades of 19th-century buildings in Oxford. When evaluating signs, the HPC will consider whether the signage is compatible with the scale of the building, adjacent buildings, the streetscape, and adjacent signage. Important architectural features of a building should not be obscured by signs, and signs should not create visual pollution of the street or area. These guidelines will provide guidance in selecting an appropriate sign and will discuss the different types of signs found in Oxford.

An applicant must complete and submit an application for a COA for Signage to the City of Oxford's Planning Department and the [City of Oxford EnerGov Portal](#).

Documentation requirements for sign applications depend on the type and complexity of the application. The following requirements are examples of what a typical sign application in a local historic district could require:

- A set of drawings showing all dimensions and materials to be used on the sign.
- Photographs of the existing structure indicate the size and the location where the sign will be located.
- Photographs of adjoining structures and sign locations on adjoining structures with dimensions and distances from existing signs to the proposed sign, if applicable.

COA Application forms for signage are available on the [City of Oxford's website](#).

## Selecting An Effective And Appropriate Sign

When planning a new sign, seek the help of a professional with experience in sign design. An appropriate sign should respect and respond to the character of the property and of the overall district. The location, size, and placement of the sign should be carefully selected, with special attention given to how the sign relates to the entire facade of the building. Where possible, the placement of the sign should enhance the architectural elements of the facade and should create depth and texture. The sign should avoid concealing, overlapping, or disturbing original architectural details, such as decorative designs, detailing, posts, moldings, transoms, cornices, windows, or transom glass. Muted colors that complement the softened tones of historical structures or facades are most effective. Further, signs should be carefully attached to the building to prevent damage to the historic materials, and sign materials should be compatible with the facade.

# Types of Signs

## Historic Signs

Historic signs are architectural features that reflect the original owner and use of the building. Many historic signs were painted directly on the building facade, referred to as "ghost signs." Other historic signs were made of wood and mounted to the structure or projected and suspended on a metal bracket. Historic signs should be identified, preserved, and retained where possible and repaired when feasible. Retaining historic signage does not reduce the amount of allowable signage for an occupant.



Ghost Sign



Historic Sign

## Storefront Canopy and Awning Signs

Signs on canvas canopies or awnings of commercial buildings can produce immediate, dramatic results at a moderate cost. The awning or canopy provides protection for shoppers and merchandise and offers an opportunity for attractive store identification. A well-designed and located sign or awning can make a good impression, attract potential customers, and unify a streetscape. By contrast, a poorly designed or placed sign or awning can overwhelm buildings, detract from the area, give an inappropriate impression, turn customers away, and potentially damage historic materials or finishes.



Awning Sign

Consult the sign ordinance to determine the maximum size and placement of lettering on a canopy or awning. In a historic district, lettering should be placed on the front valance of the canopy. Awnings suspended from balconies must hang between the support posts of the balcony. The proportion of the awning size to the total height of the building should be carefully considered.

If awnings are placed on upper-story windows, they should extend more than halfway down the windows. If possible, the awning should be mounted inside the window's face.

## Blade Sign

A blade sign is a two-sided sign that typically hangs vertically, fronts a street or intersection, is mounted on a building, and spans multiple floors.



Blade Sign

## Directory or Tenant Sign

A directory or tenant sign is mounted directly to the building, usually indicating that a tenant or business occupies a space that is located on the upper story of a building.



Directory Sign

## Flat or Wall Sign

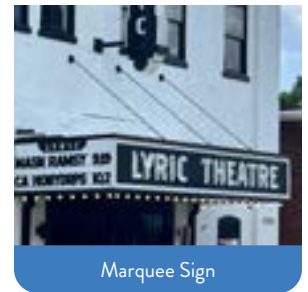
A wall sign is a flat sign that is typically placed above the transom of a building, between the storefront and second floor, and mounted directly on the building. A wall or flat sign was the most commonly used sign on commercial buildings in downtown Oxford during the 19th and 20th centuries. In general, approximately 60 percent of an appropriate wall sign contains lettering, and the lettering measures approximately 8 to 10 inches.



Flat Sign

## Marquee Sign

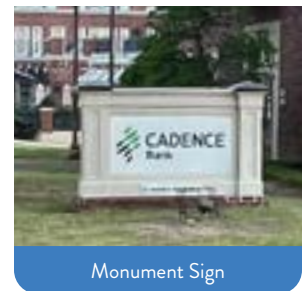
A marquee sign is a sign that is mounted to a permanent canopy. Commercial buildings in the 19th century, particularly hotels and theaters, commonly featured suspended canopies of metal, glass, and or wood over entrances. These signs generally included lights or changeable messages large enough to be seen from a distance.



Marquee Sign

## Monument Sign

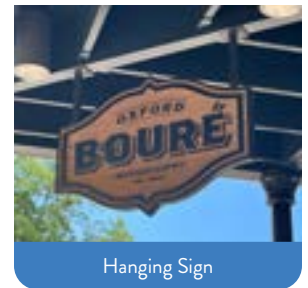
A monument sign is a free-standing sign, often found in a landscaping bed, with a solid base that is at least the width of the sign structure.



Monument Sign

## Projecting or Hanging Sign

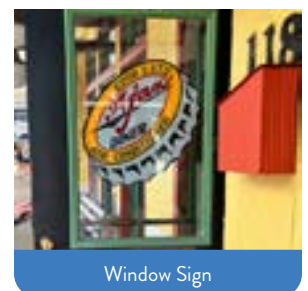
A projecting or hanging sign is a two-sided sign that is suspended from a metal bracket or building element and mounted perpendicular to the face of the building. It can not be larger than 6 square feet (typically 24" by 36"). Hanging signs are primarily designed to be viewed by pedestrians. Therefore, the size and position should be managed so as not to interfere with neighboring signs. See sign regulations for minimum required distances. Article 7.3.1.2 of the City of Oxford's Land Development Code. However, additional distance may be required in historic districts to maintain the rhythm and pedestrian scale of the streetscape.



Hanging Sign

## Window Sign

A window sign includes lettering, symbols, and decorative elements that are intended to draw attention to, identify, or brand a business, that is painted on, applied to (decals), or attached to the front or back of a window or door glazing. Turn of the century window signs were painted directly on the window, and gold metallic paint was commonly used. Window signs are typically placed at eye level and, thus, can be particularly effective in relaying information, such as business name or hours. However, window signs must not obstruct views through storefront windows and glazing and must not cover more than 15% of the surface of the glass. Lettering or other information on storefront windows, glass doors, or other surfaces must be of high quality and must be professionally executed following accepted standards. All window signs, whether affixed to the interior or exterior of the window, are subject to HPC review.



Window Sign



## Gilt Letter Signs

Free-positioning gilt letters mounted directly to the masonry of a building can be appropriate, cost-effective, and low maintenance. However, fasteners and hangers must not destroy important building materials.



## Neon Sign

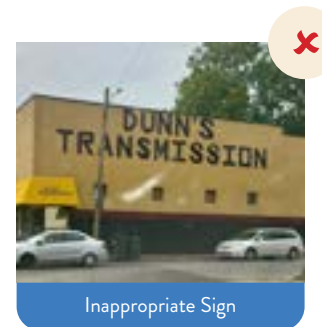
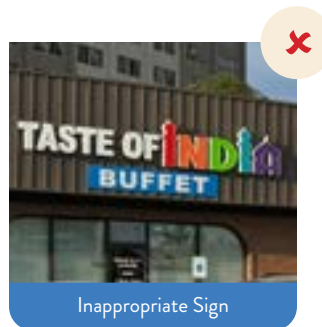
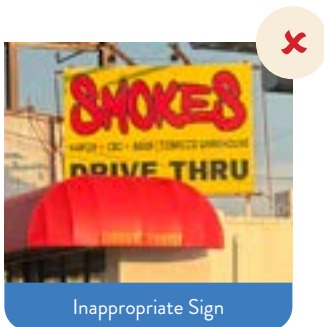
Neon signs, originally developed in the 1920s, are made of narrow, gas filled electrified tubes. The use of neon lights is carefully reviewed by the HPC to determine compatibility with the building and surrounding area.



## Inappropriate Signs

The following is inappropriate in a historic district:

- Flamboyant, overly fancy lettering or garish colors
- Letters painted directly on unpainted or previously painted masonry
- Sheet metal or plastic signs
- Stationary aluminum awnings or glossy canvas and patterns are inappropriate for older commercial structures
- Signs that cover more than 15% of the total facade of the building



## Signage Materials

Materials for signage should be consistent with the character of the building, such as wood, bronze, brass, gold leaf, etched glass, paint, aluminum, stainless steel, enameled metal, leaded glass, appliqués, tile, and terrazzo. The materials chosen should also complement the style of the building. All lettering should be appropriately scaled for its location, and the style should relate to the overall design and historic period of the storefront. Flat wall signs made of aluminum or other metal should be avoided. If a composite material or metal is used for a wall sign, the sign should feature some texture or element to provide depth to the sign.

## Signage Lighting

In many instances, available ambient street or storefront/ window display lighting is sufficient to illuminate signs, but additional lighting of signs is not necessary. The use and placement of sign illumination is subject to the approval by the HPC. Gooseneck lighting or other unobtrusive light fixtures, such as a small spot or floodlight, is often the most appropriate choice to illuminate wall signage. Incandescent and warm-colored lighting should be used when possible.

### **Signage and lighting that are not permitted:**

- Internal Illumination of awning signs
- Cabinet signs with internal lighting
- Channel lighting
- Flashing signs
- Running lights
- Rope lighting



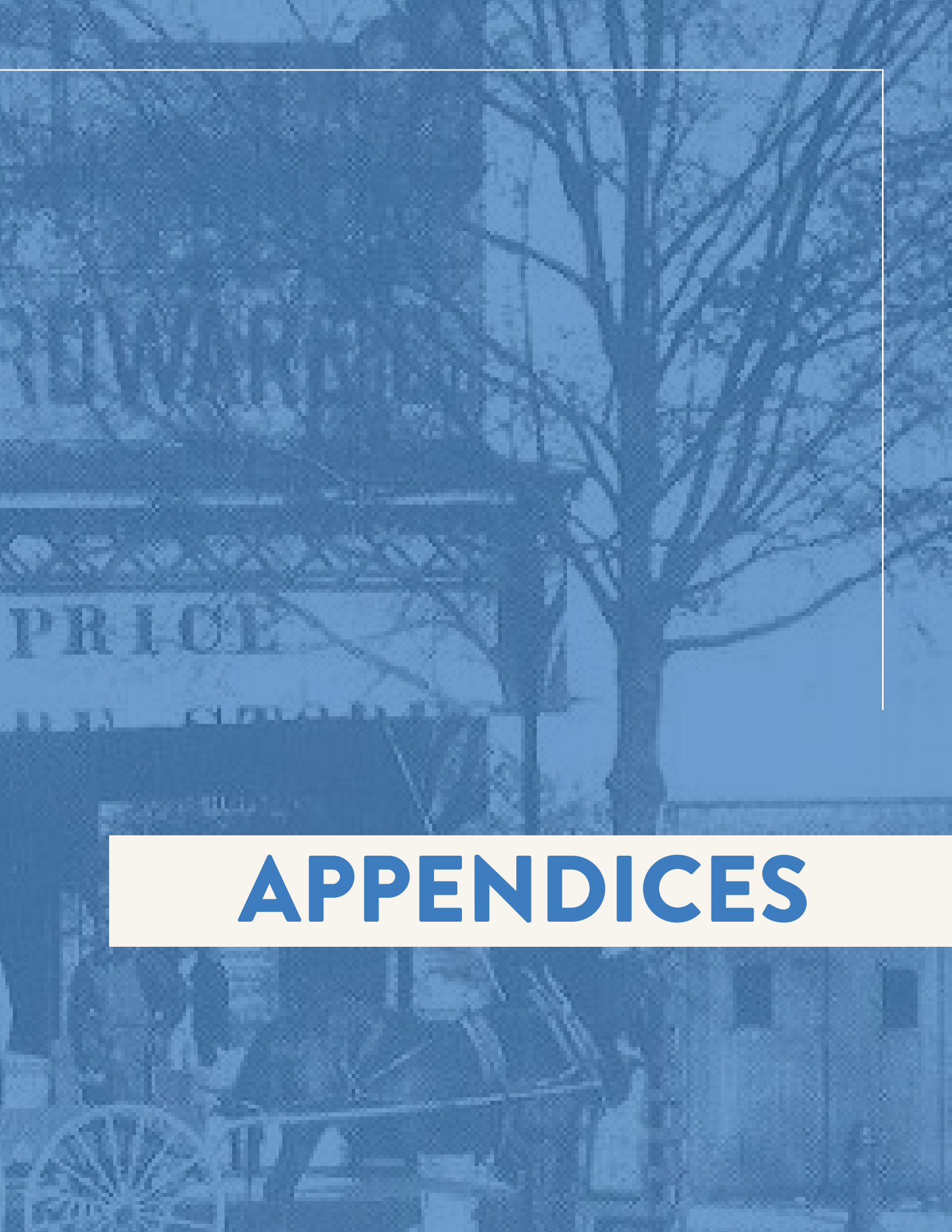
GOOD?

OXFORD HALL

RELBUE







# APPENDICES

# APPENDIX A. GLOSSARY

## **Accessory Structure**

Any structure on the same lot with and customarily incidental and secondary to (but not attached to) the main structure or use, including swimming pools (and pool houses), gardens, or storage sheds (over 160 square feet).

## **Adaptive Reuse**

The renovation of a structure for a different purpose than it is currently used or originally designed.

## **Addition**

Any roofed, floor, room, wing, or walled expansion to an existing building that is connected by a common load-bearing wall other than a firewall.

## **Administrative Certificate of Appropriateness**

A document issued by the Oxford Planning Department approving minor alterations that do not affect the exterior appearance in a substantive manner.

## **Alteration**

Any exterior change to a resource because of construction, repair, maintenance, or other means. Alterations shall include painting previously unpainted bricks, repointing brickwork, and sandblasting.

## **Applicant**

The owner of a record of a resource or the lessee thereof with the approval of the owner of the record in a notarized form or a person holding a bond ride contract to purchase a resource.

## **Apron**

A flat piece of trim immediately beneath the stool of a window. Also called a skirt.

## **Appurtenance**

An accessory to a building, structure, object, or site, including, but not limited to, walls, fences, light fixtures, steps, paving, sidewalks, shutters, awnings, solar panels, satellite dishes, and signs.

## **Arcade**

A series of arches supported by columns or piers.

## **Arch**

A curvilinear structural opening.

## **Architrave**

The lowest part of an entablature.

## **Asbestos**

Asbestos is a fibrous material naturally present underground in rock and soil. It is an excellent thermal insulator and is highly fire-resistant. Asbestos siding and shingles were commonly used as building materials prior to the 1970s until it was banned in 1989.

## **Asphalt Shingle**

A composition shingle having an asphalt impregnated felt base, surfaced on the weather side with colored mineral granules embedded in hot asphaltic coating.

## **Attic**

All the space under a pitched roof of a building.

## **Awning**

A roof-like cover with no supports extending to the ground, constructed of fabric, metal, glass or other material, designed and intended for protection from the weather or as a decorative embellishment, and attached to the wall of a structure over a window, entryway or walkway.

## **Awning Sign**

Any lettering or graphic on an awning.

## **Balcony**

A platform which projects from the exterior wall of a structure, is exposed to the open air and remains unenclosed, is surrounded by a railing or balustrade, has direct access to the interior of the building, and is not supported by posts or columns extending to the ground.

## **Baluster**

A shaftlike element used to support a handrail.

## **Balustrade**

A row of small columns topped by a rail.

## **Basement**

That portion of a building below the first story and having more than one-half its height below grade.

## **Bays**

Repetitive divisions into which a building is divided.

## **Bay Window**

A window space projecting outward from the main walls of a building and forming a bay in a room.

## **Beaded Board**

A board with a rounded edge separated from the rest of the board by a small depression.

## **Beam**

A horizontal supporting member.

## **Beveled Glass**

Glass with beveled edges, held together by lead strips. Popular in the Victorian era.

## **Blade Sign**

A two-sided sign that typically hangs vertically, fronts a street or intersection, is mounted on a building, and spans multiple floors.

## **Blistering**

Air bubbles under paint.

## **Board and Batten**

Is a siding and paneling style that uses narrow strips of wood placed over the joints of wide boards for a geometric, layered effect.

## **Bracket**

A support element under eaves, balconies, or other overhangs. Frequently used as ornamentation rather than for structural support.

## **Breezeway**

An open structure with a roof but no walls, connecting an accessory structure (such as a garage or carport) to a primary structure (such as a dwelling), or connecting two primary structures to each other.

## **Brick Masonry**

Construction technique using bricks held together by mortar.

## **Brick Veneer**

A wall of brick covering an inner wall such as a wood frame.

## **Building**

A structure created to shelter any form of human activity, such as a house, garage, barn, church, hotel, or similar structure.

## **Building Footprint**

The area of the ground floor of a building is included within the surrounding exterior walls and under the roof. Landscape features such as decks and patios are not included in the footprint of a building. A historic building footprint includes any portion of a building that is at least 50 years old.

## **Canopy**

A permanent but not completely enclosed structure, which may be attached to or near a building for the purpose of providing shelter.

## **Canopy Sign**

Any lettering or graphic on a canopy.

## **Capital**

The uppermost part of a column or pilaster.

## **Carport**

An open-sided shelter for automobiles.

## **Casement Window**

A window that opens on hinges like a door.

## **Casing**

An enclosing frame around a door or window opening.

## **Cast Iron**

Iron shaped by placement in a mold, used for railing, fences, etc.

## **Caulk**

Flexible sealant material used to close joints between materials; made of various materials including tar, oakum, lead, putty, and modern elastomerics such as silicone and polyurethane.

## **Certificate of Appropriateness (COA)**

A document evidencing the approval of the commission for work proposed by an applicant. Approval granted by a Historic Preservation Commission Oxford Planning Department for substantive improvements to a historic resource within one of Oxford's Historic Preservation Districts.

## **Chain Wall**

A continuous foundation raising a house or metal picket fencing off the ground.

## **Channel Letter**

Three-dimensional individually cut letters or figures, illuminated or unilluminated, affixed to a building or structure.

## **Chimney**

An architectural ventilation structure made of masonry, clay, or metal that isolates hot toxic exhaust gasses or smoke produced by a boiler, stove, furnace, incinerator, or fireplace from human living areas. Chimneys are typically vertical, or as near as possible to vertical, to ensure that

the gasses flow smoothly, drawing air into the combustion in what is known as the stack or chimney.

## **Clapboards**

Wood siding, also known as bevel siding or lap siding is commonly used as an exterior covering on a building; applied horizontally and overlapped, with the grain running lengthwise; thicker along the lower edge than along the upper.

## **Certified Local Government (CLG)**

A federal program authorized by the National Historic Preservation Act, 16 USC 470 et seq. that provides for the participation of local governments in a federal/state/local government preservation partnership. The federal law directs the state historic preservation officer and the Secretary of the Interior to certify local governments to participate in this partnership. Specific state requirements for the program are published in "The State of Mississippi, Guidelines and Regulations of the Certified Local Government Program."

## **City**

City of Oxford, Mississippi

## **Classical Architecture**

The architecture of Greece and Rome during the pre-Christian era.

## **Colonnade**

A series of columns at regular intervals supporting a covered passageway.

## **Column**

A cylindrical or square vertical support of a structure consisting of a base, shaft, and upper end.

## **Commercial Building**

A nonresidential building that typically has a flat roof and parapet walls, which was originally constructed for commercial use.

## **Commission**

the Oxford Historic Preservation Commission and the Courthouse Square Historic Preservation Commission, local historic preservation commissions created pursuant to MCA 1972, § 39-13-5.

## **Common Bond**

A brickwork bond having a course of headers between every five or six courses of stretchers.



## **Compatibility**

The state of development, building, or structure is designed to be able to exist or occur without conflict with its surroundings.

## **Contributing Resource**

A historic resource from a specific period of time that has enough of its original features and character intact to retain architectural integrity. A non-contributing resource does not contribute to the overall District character.

## **Conservation**

The management of a building to prevent its decay, destruction, misuse, or neglect; may include the recording of the history of the building and conservation measures applied.

## **Cupola**

A small structure built on top of a roof

## **Construction**

The erection of any on-site improvements on any parcel of ground located within an historic district.

## **Concrete Slab Foundation**

Concrete slabs are the most common type of building foundation used in construction. They are made by pouring concrete over a reinforced steel framework, providing strength and durability.

## **Context**

The buildings, structures, landscape elements and features immediately surrounding a historic resource.

## **Conventional Foundation**

A building foundation is supported on wooden beams and columns.

## **Cornice**

Any molded projection which crowns or finishes the part to which it is affixed. The exterior trim of a structure at the meeting of the roof, or

The uppermost, projecting part of an entablature or feature resembling it.

## **Courthouse Square Historic Preservation Commission (CSHPC)**

A commission composed of seven citizens that was appointed to represent the community, who preferably own property in the Courthouse Square historic preservation district and are familiar with architecture, history, and preservation disciplines.

## **Courtyard**

An enclosed open-air space next to a building.

**Deck**

An unroofed, raised platform extending from a building, typically located to the rear of the building.

**Demolition**

The complete or partial removal of a building, structure, object, or site, including landscape features.

**Demolition by Neglect**

Improper maintenance or lack of maintenance of any resource results in substantial deterioration of the resource and threatens its continued preservation. Long-term neglect of a historic structure that contributes to a level of dilapidation so severe that rehabilitation of the structure no longer serves as a viable option and demolition must be considered on account of the public safety and welfare of the community.

**Directory (or Tenant) Sign**

A sign mounted directly to the building, usually indicating that a tenant or business occupies a space that is located on the upper story of a building.

**Dentils**

Closely spaced blocks in Greek Ionic and Corinthian cornices.

**Doric Order**

The simplest of the classical Greek orders, distinguished by columns with unadorned capitals and no bases.

**Dormer**

A structure projecting from a sloping roof that usually houses a window or ventilating louver.

**Double-Hung Window**

A window has two vertically sliding sashes, each closing a different part of the window; the weight of each sash is counterbalanced for ease of opening and closing.

**Drip Edge**

A projecting molding over an exterior door or window opening for catching and shedding rainwater.

**Drop Siding**

A type of weatherboard with a depression in the upper part of each board.

**Eave**

The lower edge of a sloping roof; that part of a roof of a building which projects beyond the wall.

**Efflorescence**

Water-soluble salts leached out of masonry or concrete by capillary action and deposited on a surface by evaporation, usually as a white, powdery surface.

**Elevation**

An orthographic projection of an object or structure on a vertical plane parallel to one of its sides, usually drawn to scale.

**Entablature**

In classical architecture, the horizontal part of a classical order supported by columns or pilasters and consisting of the architrave, the frieze, and the cornice.

**Exterior Features**

includes, but is not limited to, the kind and texture of the building material and the type and style of all windows, doors, and appurtenances.

**Eyebrow Roof Dormer**

A low, curvilinear roof dormer resembling the shape of an eye, used on some Romanesque buildings.

**Facade**

The exterior face of a building is the architectural front.

**Fanlight**

A fan-shaped or semicircular window over a door or window with radiating muntins.

**Fascia**

A vertical frieze or band under a roof edge, or which forms the outer surface of a cornice.

**Fence**

An enclosure or barrier intended to mark a boundary, screen a view, or prevent intrusion.

**Fenestration**

The arrangement of windows and doors on the elevation.

**Fiber-Cement Siding**

A lightweight, solid material that is manufactured in similar sizes and shapes to wood products. Resistant to rot, termites, fire and delamination and are dimensionally stable.

**Fiberglass Shingle**

A composition shingle having an inorganic fiberglass base, saturated with asphalt and surfaced on the weather side with colored ceramic granules.

**Finial**

A usual foliage ornament forming an upper extremity, especially in Gothic architecture. A crowning ornament or detail.

**Fish-Scale Shingles**

Wooden shingles cut in a shape to resemble fish scales. Popular during the Victorian era.

**Fixed Glass**

A glass pane that is stationary, rather than operable.

**Flashing**

Pieces of sheet metal or other thin, impervious material installed to prevent the passage of water into a structure from an angle or joint.

**Flat-Headed Window**

A window whose uppermost part is horizontal.

**Flat Sign**

A wall sign that is typically placed above the transom of a building, between the storefront and second floor, and mounted directly on the building

**Flemish Bond**

A brickwork bond having alternating headers and stretchers in each course, each header being centered above and below a stretcher.

**Floor Area**

The square footage of all floor space within the outside line of walls includes the total space on all floors of a building.

**Floor Plan**

A plan of a room, suite, or entire floor of a building as seen from above after a horizontal Section is cut and the upper portion is removed, typically showing the form and arrangement of interior spaces and their enclosing walls, windows and doors.

**Flush Siding**

Flat faced boards nailed edge to edge to form the appearance of a flat wall. Typically found on Greek Revival Style buildings and installed on front walls and under protective porches and galleries.

**Fluting**

Closely spaced, parallel, vertical channeling on the shaft of a column or pilaster.

**Footprint**

The form of a building on a site.

**Foundation**

The lowest exposed portion of the building wall which supports the structure above.

**French Doors**

A pair of hinged doors, generally with glass lights.

**French Drain**

A trench lined with flagstone, concrete, or gravel that redirects surface and groundwater away from streets and sidewalks.

**Frieze Board**

A broad horizontal band of sculpted or painted decoration, especially on a wall near the ceiling.

## **Gable**

A triangular section of a wall to carry a pitched roof.

## **Gable Roof**

A type of roof design where two sides slope upward to meet at a horizontal ridge.

## **Glazing**

A transparent material (such as glass) is used for windows.

## **Ghost Sign**

A historic sign that was painted directly on the building facade,

## **Gothic Arch**

A pointed arch. A major characteristic of the Gothic style.

## **Grade**

Ground level.

## **Half-Round Gutters**

Gutters are shaped like tubes and cut in half, which is typical of pre-1960 houses.

## **Half-Timbering**

A method of wall construction in which the wooden structural members are exposed on the exterior wall with stucco infill between.

## **Hanging Sign**

A hanging (or projecting) sign is a two-sided sign that is suspended from a metal bracket or building element and mounted perpendicular to the face of the building.

## **Hipped Roof**

A roof which slopes upwards from all four sides or a building, requiring a hip rafter at each corner.

## **Historic District**

An area that contains major concentrations of historic resources.

## **Historic Preservation**

A broad range of activities related to the protection, maintenance and care of elements of the built environment that reflect its cultural heritage.

## **Historic Preservation District**

A district designated by the commission and approved by the city through an ordinance, which contains a geographically defined area, urban or rural, possessing a significant concentration of sites, buildings, structures, or objects associated with past events or by plan or

physical development, and which meets at least one of the following criteria:

- (1) Exemplifies or reflects the broad cultural, political, economic, or social history of the nation, state, county, or city;
- (2) Is identified with historic personages or with important events in national, state, or local history;
- (3) Embodies distinguishing characteristics of architectural types or contains examples inherently valuable for the study of periods, styles, methods of construction, or uses of Indigenous materials or craftsmanship or
- (4) Is representative of the notable work of master builders, designers, or architects whose individual abilities have been recognized or who influenced their eras.

## **Historic Preservation Ordinance**

Chapter 54 of the Oxford, MS Code of Ordinances addresses historic preservation.

## **Historic Preservation Commission (HPC)**

A commission composed of nine citizens was appointed to represent the community, who preferably reside in a historic district and are familiar with architecture, history, and preservation disciplines.

## **Historic Resource**

An individual building, site, monument, structure or area that has been determined to have historical significance and whose distinctive character conveys unique architectural and/or cultural heritage.

## **Historic Sign**

Architectural features that reflect the original owner and use of the building.

## **Hood Molds**

A shallow projected covering used over doors and windows in the Italianate style.



## **Improvement**

Additions to or new construction on landmarks or landmark sites, including, but not limited to, buildings structures, objects, landscape features, and manufactured units, like mobile homes, carports, and storage buildings.

## **Infill**

the development of new buildings on land between other buildings in an already developed area.

## **Ionic Order**

An order of classical Greek architecture, characterized by columns with a scroll -like capital.

## **Jack Arch Lintel**

A door or window lintel constructed with splayed bricks.

## **Jigsaw Work**

Decorative woodwork, generally curvilinear in shape, common in the Victorian era and produced by the use of a jigsaw.

## **Joist**

Any of the small timbers or metal beams ranged parallel from wall to wall in a structure to support a floor or ceiling.

## **Landmark**

A building, structure, or object, and its historically associated land or another appropriate setting, designated by the commission and approved by the city through an ordinance, which possesses particular architectural, cultural, or historic significance by meeting at least one of the following criteria source:

- (1) Exemplifies or reflects the broad cultural, political, economic, or social history of the nation, region, state, county, or city;
- (2) Is identified with historic personages or with important events in national, state, or local history;
- (3) Embodies distinguishing characteristics of a landscape type or is a specimen inherently valuable for the study of a period, style of a period, style, method of construction, or use of Indigenous materials or craftsmanship; or
- (4) Is representative of the notable work of a master builder, designer, or architect whose individual ability has been recognized or who influenced his age.

## **Landmark Site**

An unimproved or improved parcel of ground designated by the commission and approved by the city through

an ordinance that possesses particular archaeological, architectural, geological, or historic significance. A landmark site differs from a landmark in that the physical location, not the building, structure, or object, possesses primary significance. For the purposes of this article, a landmark site encompasses prehistoric or historic sites on unimproved or improved land. Landmark sites meet at least one of the following criteria:

- (1) Exemplifies or reflects the broad cultural, political, economic, or social history of the nation, region, state, county, or city;
- (2) Is identified with historic personages or with important events in national, regional, state, or local history or
- (3) Embodies distinguishing characteristics of an architectural type or is a specimen inherently valuable for the study of a period, style, method of construction, or use of indigenous materials or craftsmanship.

## **Landscape**

Any improvement, including out-buildings, walls, courtyards, fences, swimming pools, planters, gates, street furniture, exterior lighting, and site improvements, including, but not limited to, subsurface alterations, site regrading, fill deposition, and paving.

## **Lattice**

An open framework made of strips of metal, wood, or similar material overlapped or overlaid in a regular, usually crisscross pattern.

## **Leaded Glass**

Small panes of glass-clear, beveled, or stained, held together by lead strips.

## **Lintel**

A lintel is a horizontal structural member that spans the opening of a door, window, or other apertures in a building's walls.

## **Light**

A glass pane in a window or door.

## **Load-Bearing Wall**

A wall that is constructed to support the structure carrying the weight from the roof and upper floors.

## **Louvered Shutter**

Shutters with frames of rails and stiles supporting either fixed or operable wood slats. by the projection of one member to fit securely into a corresponding cavity cut in the other.

## **Mansard Roof**

A roof with a double slope on all four sides, the lower slope much steeper than the upper.

## **Marquee Sign**

A permanent roof-like structure constructed of durable material extending from the wall of a structure with no supports extending to the ground.

## **Massing**

The overall composition of the exterior of the major volumes of a building, especially when the structure has major and minor elements.

## **Modillions**

Small bracket-like ornamentation under the cornice of a classical entablature.

## **Molding**

A linear decorative element, or curved strip, used for ornamentation or trimwork..

## **Monolithic Column**

A column that extends uninterrupted for two or more stories.

## **Monument Sign**

A free-standing sign, often found in a landscaping bed, with a solid base that is at least the width of the sign structure.

## **Mortar**

A plastic mixture of lime or cement, or a combination of both, with sand and water, used as a bonding agent in masonry construction.

## **Mortar Joints**

The exposed joints of mortar in masonry.

## **Mortise and Tenon**

A construction technique that joins two wooden members by the projection of one member to fit securely into a corresponding cavity cut in the other.

## **Mullion**

A vertical bar between the panes of a glass in a window or door.

## **Multilight**

Having many lights or glass panes, as a window or door.

## **Muntin**

A strip separating panes of glass in a sash.

## **Mural**

A work of art painted or otherwise applied to or affixed to an exterior wall surface that does not include any on- or off-premise commercial advertising.

## **National Historic Landmark**

A district, site, building, structure, and/or object that has been formally designated as a national historic landmark by the Secretary of the Interior and possesses exceptional value or quality in illustrating or interpreting the heritage of the United States in history, architecture, archaeology, engineering, and culture and that possesses a high degree of integrity of location, design, setting, materials, workmanship, feeling, and association. National historic landmarks are automatically listed in the National Register.

## **National Register of Historic Places**

A federal list of cultural resources worthy of preservation, authorized under the National Historic Preservation Act of 1966 as part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect the nation's historic and archaeological resources. The National Register program is administered by the commission, by the state historic preservation office, and by the National Park Service under the Department of the Interior. Significant federal benefits may accrue to owners of properties listed or determined eligible for listing in the National Register.

## **Neighborhood Conservation Overlay District**

An overlay district was established to provide for certain additional requirements, to permit uses not otherwise permitted in the underlying base district, or to establish special development requirements for uses permitted in the base district. Where the overlay district exists, and there is a conflict between the requirements or use specified between the overlay and the underlying district, the standards of the overlay district shall prevail. Otherwise, the standards of the underlying district shall also be in effect for any area additionally zoned for an overlay district. Neighborhood observation development should be compatible with the surrounding development in terms of height, scale, massing, siting, and setbacks. In general, they will be found in older neighborhoods, outside historic districts, and near the transitional edges of abutting traditional neighborhoods and urban centers and urban corridor place types.

## **Object**

A material thing of functional, cultural, historical, or scientific value that may be, by nature or design, movable yet related to a specific setting or environment.

## **Ordinary Repair**

OR maintenance means work done to prevent deterioration of a resource or any part thereof by returning the resource to its condition prior to such deterioration, decay, or damage. Ordinary repair or maintenance includes repainting.

## **Open Space**

Those areas of a lot open and unobstructed from grade level upward, unless otherwise permitted by this Ordinance. For townhouse and multi-family dwellings that are required to provide open space for each dwelling unit, open space may include areas on decks, balconies, porches and roofs that are accessible and usable by occupants.

## **Owner of Record**

This means the owner of a parcel of land, improved or unimproved, is reflected on the city tax roll and in county deed records.

## **Palladian Window**

A window consisting of three parts, a central semicircular window flanked by smaller, squareheaded windows on each side.

## **Parapet**

A low protective wall along the edge of a roof, bridge, or balcony part of a building facade that typically obscures the flat part of a roof as well as any roof-mounted equipment.

## **Patio or Terrace**

A roofless flat area used for recreational purposes that may or may not abut a principal structure, usually a dwelling. A patio or terrace with a roof is considered a porch.

## **Pedestal**

A support for a column.

## **Pediment**

A low-pitched gable in the classical manner; also used in miniature over doors or windows.

## **Picture Window**

A large, fixed-glass window in the facade of a house. Common in Suburban Ranch houses in the 1950s and 1960s.

## **Pier**

A square support for a house.

## **Pilaster**

A column attached to a wall.

## **Pillar**

A square or rectangular upright support.

## **Pitch**

The angle or slope of a roof.

## **Plaster**

A composition of lime, water, and sand that is soft when applied and hardens upon drying; used for coating and finishing walls and ceilings.

## **Porch**

A structure, which can be enclosed or unenclosed, that projects from the exterior wall of a structure, has direct access to the street level of the structure and is covered by a roof or eaves. An unenclosed porch is a porch that is open on all sides. An enclosed porch is a porch that is enclosed by walls, screens, lattice, or other material. A screened-in porch is considered an enclosed porch.

## **Porte Cochere**

A covered entrance for the passage of vehicles.

## **Portico**

A covered entrance to a building.

## **Post**

A structural member, usually wood, set in an upright position and used as a support; a pillar; also, the structural element supporting a balustrade.

## **Primary Façade**

The front or principal face of a building that can be distinguished from the other faces by its elaborate architectural details, including but not limited to, porches, columns, cladding, doors, windows, trim, cornices, soffits, fascia, railings, and shutters.

## **Property Line**

The lines forming the boundary of a lot, determined by metes and bounds, whether those lines are for single lots or combination of lots.

## **Pediment**

A low-pitched gable in a classical manner.

## **Penthouse**

A structure on a roof for housing elevator machinery, water tank, etc.

## **Pergola**

A shaded walk or passageway of columns that support cross beams and sturdy open lattice to support vines or climbing plants.

## **Pilaster**

An architectural element is used to give the appearance of a supporting column and to articulate the extent of the wall, with only an ornamental function.

## **Pitch**

The steepness of a roof expressed as a ratio of inch(es) rise per horizontal foot.

## **Porch**

A roofed appendage to a main building (accessible from the front, rear, or side) that may be enclosed by latticework, screening, or temporary seasonal windows. (See the City of Oxford Building Codes for all standards.)

## **Porte-Cochère**

A passageway or a roofed structure that lets vehicles pass from the street to an interior courtyard or at the entrance of a building.

## **Preservation**

See Historic Preservation

## **Preservation District**

See Historic Preservation District

## **Projecting (or Hanging) Sign**

A two-sided sign that is suspended from a metal bracket or building element and mounted perpendicular to the face of the building.

## **Proportion**

The relative size of various components of a building. The proper and harmonious relationship between different parts of the whole.

## **Quoin**

A stone, brick, or wood block used to accentuate the outside corners of a building.



**Rafter**

A sloping structural member of a pitched roof

**Rafter Tail**

The portion of the rafter that overhangs the wall

**Rails**

A metal enclosure generally used for porches, galleries, and balconies.

**Reconstruction**

The reproduction by new construction following the exact form and details of a no longer existing building or artifact as it once appeared.

**Rehabilitation**

To repair an existing building to good condition with minimal changes to the building fabric. The act or process of returning a property to a state of utility through repair or alteration which makes possible an efficient contemporary use while preserving those portions or features of the property which are significant to its historical, architectural, and cultural values.

**Relocation**

Any changes in the location of a building, object, or structure in its present setting or to another setting.

**Renovation**

The process of repairing and changing an existing building for modern use, so that it is functionally equal to a new building; may include major changes.

**Repointing**

Repairing existing masonry joints by removing defective mortar and installing new mortar.

**Resource**

Parcels located within preservation districts, individual landmarks, and landmark sites, regardless of whether such sites are presently improved or unimproved. Resources can be separate buildings, districts, structures, sites, objects, and related groups.

**Restoration**

The process or product of returning, as nearly as possible an existing site, building, structure, or object to its condition at a particular time in its history, using the same construction materials and methods as the original where possible; typically the period of greatest historical significance or aesthetic integrity is chosen; may include removing later additions and replacing missing period work.

**Rhythm**

The repetition and variation of elements within a space.

**Ridge**

The top horizontal member of a roof where the sloping surfaces meet.

**Ridge Cap**

A convex or angled roof tile covering the ridge of a roof. Ridge Vent - A vent that is installed along the ridge of a roof.

**Rosette**

A round decorative element in a floral motif. Round-Headed Window - A window whose uppermost part is rounded.

**Running Bond**

A brickwork or masonry bond composed of overlapping stretchers.

**Rustication**

Rough-surfaced stonework, most commonly found on Romanesque houses.

## **Sash**

A moveable framework in which panes of glass are set in a window or door.

## **Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings**

A federal document stating standards and guidelines for the appropriate rehabilitation and preservation of historic buildings.

## **Section**

An orthographic projection of an object or structures as it would appear if cut through by an intersecting plane to show its internal configuration, usually drawn to scale

## **Scale**

The measurement of architectural elements in relation to each other and their surroundings.

## **Shed Roof**

A simple roof with one steeply sloped side that promotes drainage and space.

## **Shutter**

A hinged, protective, movable cover, usually of wood, for a window or door.

## **Sidelight**

A narrow stationary window, usually with a vertical emphasis, that flanks a door or larger window.

## **Siding**

Siding or protective cladding material applied to the exterior side of a wall of a house or other building.

## **Sign**

Any exterior display, device, figure, painting, drawing, message, plaque, poster, or other display surface and its supporting structure which is designed, intended to be used to advertise or inform, any part of the advertising or information contents of which is designed to be primarily viewed from any place on the traveled way of a street or sidewalk.

## **Shed Roof**

A roof that is pitched in only one direction.

## **Shingles**

A wall or roof covering, consisting of small overlapping pieces, square or patterned.

## **Shotgun House**

A one room wide, several room deep residence with a gable or hip roof with no internal hall. Each room accesses the next room. Also built as a two family residence with a shared interior wall and roof.

## **Shutter**

A hinged movable cover, usually of wood, for a window or door.

## **Sidelights**

Stationary glass panes flanking an entrance door.

## **Siding**

The material used to cover the exposed side of a wood-frame building.

## **Sill**

A horizontal piece that forms the lowest part of a framework or supporting structure, such as a window or a door.

## **Siting**

The placement of a building, structure or object on a site in relation to natural features; boundaries, and other parts of the built environment.

## **Site**

The land on which a building or other feature is located.

## **Site Plan**

A plan showing the form, location, and orientation of a building or a group of buildings on a site, usually including the dimensions, contours, landscaping and other significant features of the plot.

## **Soffit**

The underside of a roof overhang.

## **Soffit Vent**

An ornamental metal vent located in the soffit to allow air circulation in the attic.

## **Spire**

A tapering roof or analogous pyramidal construction surmounting a tower steeple.

## **Square-Headed Window**

A window whose uppermost part is horizontal, at ninety degrees to the sides.

## **Stained Glass**

Colored glass.

## **Standing Seam Metal Roof**

A metal roof having raised seams, or vertical legs, that rise above the panel's flat area.

## **State Historic Preservation Office**

The historic Preservation division of the State Department of Archives and History.

## **State Historic Preservation Officer**

The director of the State Department of Archives and History.

## **Stile**

Any of various upright members framing panels of a window or door.

## **Stilted Arch**

An arch with a straight extension below a segmental arch, used in the Italianate style.

## **Streetscape**

The natural built fabric of the street that adds to the experiential quality of the space. Some visual elements of a streetscape may include; trees, open spaces, adjoining buildings, street furniture, combined to form the streets character.

## **Stucco**

A durable exterior finish made of cement, sand, and water.

## **Structure**

A work made up of interdependent and interrelated parts in a definite pattern of organization constructed by man. The term includes but is not limited to, engineering projects, earthworks, boats, barges, and bridges.

## **Surrounds**

The framework and associated trim around a door or window.

## **Stoop**

Steps that lead directly to the entrance without a landing or porch.

## **Terrace**

A raised level with a vertical or sloping front or sides often used as a platform garden or outdoor living area. A terrace is distinguished from a deck in that the raised surface of a deck is constructed above grade on structural supports.

## **Transom**

A window above a door or other window built on and commonly hinged to a transom.

## **True Divided Lite Window**

Refers to the structure of a multi-pane window or door where each pane is separated by a grid or grille of wooden bars called muntin bars.

## **Vernacular**

Of, relating to, or being a common building style of a period or place.

## **Window Sign**

# APPENDIX B.

## USE OF THE GUIDELINES BY THE OXFORD HISTORIC PRESERVATION COMMISSION

The Oxford Historic Preservation Commission will use the ***Oxford Design Guidelines*** as a guide to make decisions on applications submitted to the commission. Planning Department staff will use the Oxford Design Guidelines to make administrative approvals as allowed by the Historic Preservation Ordinance. The use of the guidelines will assist the commission in making consistent and fair decisions that are consistent with the ***Secretary of the Interior's Standards for Rehabilitation*** and sound preservation practice. Property owners, architects, and contractors can use the guidelines to plan their projects with reasonable assurance that their applications will be approved if the guidelines are followed. Since the Commission reviews each application on a case-by-case basis, variances from the guidelines and omissions within the guidelines will be addressed by the Oxford Preservation Commission.



# APPENDIX C. SECRETARY OF INTERIOR'S STANDARDS

STANDARDS FOR REHABILITATION & GUIDELINES  
FOR REHABILITATING HISTORIC BUILDINGS

# Rehabilitation

*Rehabilitation is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.*



## Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

# GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS

## INTRODUCTION

In **Rehabilitation**, historic building materials and character-defining features are protected and maintained as they are in the treatment Preservation. However, greater latitude is given in the **Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings** to replace extensively deteriorated, damaged, or missing features using either the same material or compatible substitute materials. Of the four treatments, only **Rehabilitation** allows alterations and the construction of a new addition, if necessary for a continuing or new use for the historic building.

### Identify, Retain, and Preserve Historic Materials and Features

The guidance for the treatment **Rehabilitation** begins with recommendations to identify the form and detailing of those architectural materials and features that are important in defining the building's historic character and which must be retained to preserve that character. Therefore, guidance on *identifying, retaining, and preserving* character-defining features is always given first.

### Protect and Maintain Historic Materials and Features

After identifying those materials and features that are important and must be retained in the process of **Rehabilitation** work, then *protecting and maintaining* them are addressed. Protection generally involves the least degree of intervention and is preparatory to other work. Protection includes the maintenance of historic materials and features as well as ensuring that the property is protected before and

during rehabilitation work. A historic building undergoing rehabilitation will often require more extensive work. Thus, an overall evaluation of its physical condition should always begin at this level.

### Repair Historic Materials and Features

Next, when the physical condition of character-defining materials and features warrants additional work, *repairing* is recommended. **Rehabilitation** guidance for the repair of historic materials, such as masonry, again begins with the least degree of intervention possible. In rehabilitation, repairing also includes the limited replacement in kind or with a compatible substitute material of extensively deteriorated or missing components of features when there are surviving prototype features that can be substantiated by documentary and physical evidence. Although using the same kind of material is always the preferred option, a substitute material may be an acceptable alternative if the form, design, and scale, as well as the substitute material itself, can effectively replicate the appearance of the remaining features.

### Replace Deteriorated Historic Materials and Features

Following repair in the hierarchy, **Rehabilitation** guidance is provided for *replacing* an entire character-defining feature with new material because the level of deterioration or damage of materials precludes repair. If the missing feature is character defining or if it is critical to the survival of the building (e.g., a roof), it should be replaced to match the historic feature based on physical or his-



toric documentation of its form and detailing. As with repair, the preferred option is always replacement of the entire feature in kind (i.e., with the same material, such as wood for wood). However, when this is not feasible, a compatible substitute material that can reproduce the overall appearance of the historic material may be considered.

It should be noted that, while the National Park Service guidelines recommend the replacement of an entire character-defining feature that is extensively deteriorated, the guidelines never recommend removal and replacement with new material of a feature that could reasonably be repaired and, thus, preserved.

### Design for the Replacement of Missing Historic Features

When an entire interior or exterior feature is missing, such as a porch, it no longer plays a role in physically defining the historic character of the building unless it can be accurately recovered in form and detailing through the process of carefully documenting the historic appearance. If the feature is not critical to the survival of the building, allowing the building to remain without the feature is one option. But if the missing feature is important to the historic character of the building, its replacement is always recommended in the **Rehabilitation** guidelines as the first, or preferred, course of action. If adequate documentary and physical evidence exists, the feature may be accurately reproduced. A second option in a rehabilitation treatment for replacing a missing feature, particularly when the available information about the feature is inadequate to permit an accurate reconstruction, is to *design* a new feature that is compatible with the overall historic character of the building. The new design should always take into account the size, scale, and material of the building itself and should be clearly differentiated from the authentic historic features. For properties that have changed over time, and where those changes have acquired

significance, reestablishing missing historic features generally should not be undertaken if the missing features did not coexist with the features currently on the building. Juxtaposing historic features that did not exist concurrently will result in a false sense of the building's history.

### Alterations

Some exterior and interior alterations to a historic building are generally needed as part of a **Rehabilitation** project to ensure its continued use, but it is most important that such alterations do not radically change, obscure, or destroy character-defining spaces, materials, features, or finishes. Alterations may include changes to the site or setting, such as the selective removal of buildings or other features of the building site or setting that are intrusive, not character defining, or outside the building's period of significance.

### Code-Required Work: Accessibility and Life Safety

Sensitive solutions to meeting code requirements in a **Rehabilitation** project are an important part of protecting the historic character of the building. Work that must be done to meet accessibility and life-safety requirements must also be assessed for its potential impact on the historic building, its site, and setting.

### Resilience to Natural Hazards

Resilience to natural hazards should be addressed as part of a **Rehabilitation** project. A historic building may have existing characteristics or features that help to address or minimize the impacts of natural hazards. These should always be used to best advantage when considering new adaptive treatments so as to have the least impact on the historic character of the building, its site, and setting.

## Sustainability

Sustainability should be addressed as part of a **Rehabilitation** project. Good preservation practice is often synonymous with sustainability. Existing energy-efficient features should be retained and repaired. Only sustainability treatments should be considered that will have the least impact on the historic character of the building.

The topic of sustainability is addressed in detail in *The Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines on Sustainability for Rehabilitating Historic Buildings*.

## New Exterior Additions and Related New Construction

**Rehabilitation** is the only treatment that allows expanding a historic building by enlarging it with an addition. However, the **Rehabilitation** guidelines emphasize that new additions should be considered only after it is determined that meeting specific new needs cannot be achieved by altering non-character-defining interior spaces. If the use cannot be accommodated in this way, then an attached exterior addition may be considered. New additions should be designed and constructed so that the character-defining features of the historic building, its site, and setting are not negatively impacted. Generally, a new addition should be subordinate to the historic building. A new addition should be compatible, but differentiated enough so that it is not confused as historic or original to the building. The same guidance applies to new construction so that it does not negatively impact the historic character of the building or its site.

**Rehabilitation as a Treatment.** *When repair and replacement of deteriorated features are necessary; when alterations or additions to the property are planned for a new or continued use; and when its depiction at a particular time is not appropriate, Rehabilitation may be considered as a treatment. Prior to undertaking work, a documentation plan for Rehabilitation should be developed.*

**MASONRY: STONE, BRICK, TERRA COTTA, CONCRETE, ADOBE, STUCCO, AND MORTAR**

**RECOMMENDED**

**NOT RECOMMENDED**

<p><i>Identifying, retaining and preserving</i> masonry features that are important in defining the overall historic character of the building (such as walls, brackets, railings, cornices, window and door surrounds, steps, and columns) and decorative ornament and other details, such as tooling and bonding patterns, coatings, and color.</p>	<p>Removing or substantially changing masonry features which are important in defining the overall historic character of the building so that, as a result, the character is diminished.</p> <p>Replacing or rebuilding a major portion of exterior masonry walls that could be repaired, thereby destroying the historic integrity of the building.</p> <p>Applying paint or other coatings (such as stucco) to masonry that has been historically unpainted or uncoated to create a new appearance.</p> <p>Removing paint from historically-painted masonry.</p>
<p><i>Protecting and maintaining</i> masonry by ensuring that historic drainage features and systems that divert rainwater from masonry surfaces (such as roof overhangs, gutters, and downspouts) are intact and functioning properly.</p>	<p>Failing to identify and treat the causes of masonry deterioration, such as leaking roofs and gutters or rising damp.</p>
<p>Cleaning masonry only when necessary to halt deterioration or remove heavy soiling.</p>	<p>Cleaning masonry surfaces when they are not heavily soiled to create a “like-new” appearance, thereby needlessly introducing chemicals or moisture into historic materials.</p>
<p>Carrying out masonry cleaning tests when it has been determined that cleaning is appropriate. Test areas should be examined to ensure that no damage has resulted and, ideally, monitored over a sufficient period of time to allow long-range effects to be predicted.</p>	<p>Cleaning masonry surfaces without testing or without sufficient time for the testing results to be evaluated.</p>



[1] An alkaline-based product is appropriate to use to clean historic marble because it will not damage the marble, which is acid sensitive.



[2] Mid-century modern building technology made possible the form of this parabolic-shaped structure and its thin concrete shell construction. Built in 1961 as the lobby of the La Concha Motel in Las Vegas, it was designed by Paul Revere Williams, one of the first prominent African-American architects. It was moved to a new location and rehabilitated to serve as the Neon Museum, and is often cited as an example of Googie architecture. *Credit: Photographed with permission at The Neon Museum, Las Vegas, Nevada.*



**MASONRY: STONE, BRICK, TERRA COTTA, CONCRETE, ADOBE, STUCCO, AND MORTAR**

**RECOMMENDED**

Cleaning soiled masonry surfaces with the gentlest method possible, such as using low-pressure water and detergent and natural bristle or other soft-bristle brushes.

**NOT RECOMMENDED**

Cleaning or removing paint from masonry surfaces using most abrasive methods (including sandblasting, other media blasting, or high-pressure water) which can damage the surface of the masonry and mortar joints.

Using a cleaning or paint-removal method that involves water or liquid chemical solutions when there is any possibility of freezing temperatures.

Cleaning with chemical products that will damage some types of masonry (such as using acid on limestone or marble), or failing to neutralize or rinse off chemical cleaners from masonry surfaces.



**[3] Not Recommended:**  
The white film on the upper corner of this historic brick row house is the result of using a scrub or slurry coating, rather than traditional repointing by hand, which is the recommended method.



**[4] Not Recommended:**  
The quoins on the left side of the photo show that high-pressure abrasive blasting used to remove paint can damage even early 20th-century, hard-baked, textured brick and erode the mortar, whereas the same brick on the right, which was not abrasively cleaned, is undamaged.

## MASONRY: STONE, BRICK, TERRA COTTA, CONCRETE, ADOBE, STUCCO, AND MORTAR

RECOMMENDED	NOT RECOMMENDED
Using biodegradable or environmentally-safe cleaning or paint-removal products.	
Using paint-removal methods that employ a poultice to which paint adheres, when possible, to neatly and safely remove old lead paint.	
Using coatings that encapsulate lead paint, when possible, where the paint is not required to be removed to meet environmental regulations.	
Allowing only trained conservators to use abrasive or laser-cleaning methods, when necessary, to clean hard-to-reach, highly-carved, or detailed decorative stone features.	
Removing damaged or deteriorated paint only to the next sound layer using the gentlest method possible (e.g., hand scraping) prior to repainting.	Removing paint that is firmly adhered to masonry surfaces, unless the building was unpainted historically and the paint can be removed without damaging the surface.
Applying compatible paint coating systems to historically-painted masonry following proper surface preparation.	Failing to follow manufacturers' product and application instructions when repainting masonry features.
Repainting historically-painted masonry features with colors that are appropriate to the historic character of the building and district.	Using paint colors on historically-painted masonry features that are not appropriate to the historic character of the building and district.
Protecting adjacent materials when cleaning or removing paint from masonry features.	Failing to protect adjacent materials when cleaning or removing paint from masonry features.
Evaluating the overall condition of the masonry to determine whether more than protection and maintenance, such as repairs to masonry features, will be necessary.	Failing to undertake adequate measures to ensure the protection of masonry features.
<p><b>Repairing</b> masonry by patching, splicing, consolidating, or otherwise reinforcing the masonry using recognized preservation methods. Repair may include the limited replacement in kind or with a compatible substitute material of those extensively deteriorated or missing parts of masonry features when there are surviving prototypes, such as terra-cotta brackets or stone balusters.</p>	<p>Removing masonry that could be stabilized, repaired, and conserved, or using untested consolidants and unskilled personnel, potentially causing further damage to historic materials.</p> <p>Replacing an entire masonry feature, such as a cornice or balustrade, when repair of the masonry and limited replacement of deteriorated or missing components are feasible.</p>

**MASONRY: STONE, BRICK, TERRA COTTA, CONCRETE, ADOBE, STUCCO, AND MORTAR**

RECOMMENDED	NOT RECOMMENDED
<p>Repairing masonry walls and other masonry features by repointing the mortar joints where there is evidence of deterioration, such as disintegrating mortar, cracks in mortar joints, loose bricks, or damaged plaster on the interior.</p>	<p>Removing non-deteriorated mortar from sound joints and then repointing the entire building to achieve a more uniform appearance.</p>
<p>Removing deteriorated lime mortar carefully by hand raking the joints to avoid damaging the masonry.</p>	
<p>Using power tools only on horizontal joints on brick masonry in conjunction with hand chiseling to remove hard mortar that is deteriorated or that is a non-historic material which is causing damage to the masonry units. Mechanical tools should be used only by skilled masons in limited circumstances and generally not on short, vertical joints in brick masonry.</p>	<p>Allowing unskilled workers to use masonry saws or mechanical tools to remove deteriorated mortar from joints prior to repointing.</p>
<p>Duplicating historic mortar joints in strength, composition, color, and texture when repointing is necessary. In some cases, a lime-based mortar may also be considered when repointing Portland cement mortar because it is more flexible.</p>	<p>Repointing masonry units with mortar of high Portland cement content (unless it is the content of the historic mortar).</p> <p>Using “surface grouting” or a “scrub” coating technique, such as a “sack rub” or “mortar washing,” to repoint exterior masonry units instead of traditional repointing methods.</p> <p>Repointing masonry units (other than concrete) with a synthetic caulking compound instead of mortar.</p>
<p>Duplicating historic mortar joints in width and joint profile when repointing is necessary.</p>	<p>Changing the width or joint profile when repointing.</p>
<p>Repairing stucco by removing the damaged material and patching with new stucco that duplicates the old in strength, composition, color, and texture.</p>	<p>Removing sound stucco or repairing with new stucco that is different in composition from the historic stucco.</p> <p>Patching stucco or concrete without removing the source of deterioration.</p> <p>Replacing deteriorated stucco with synthetic stucco, an exterior finish and insulation system (EFIS), or other non-traditional materials.</p>

## MASONRY: STONE, BRICK, TERRA COTTA, CONCRETE, ADOBE, STUCCO, AND MORTAR

RECOMMENDED	NOT RECOMMENDED
Using mud plaster or a compatible lime-plaster adobe render, when appropriate, to repair adobe.	Applying cement stucco, unless it already exists, to adobe.
Sealing joints in concrete with appropriate flexible sealants and backer rods, when necessary.	
Cutting damaged concrete back to remove the source of deterioration, such as corrosion on metal reinforcement bars. The new patch must be applied carefully so that it will bond satisfactorily with and match the historic concrete.	Patching damaged concrete without removing the source of deterioration.



[5] Rebars in the reinforced concrete ceiling have rusted, causing the concrete to spall. The rebars must be cleaned of rust before the concrete can be patched.

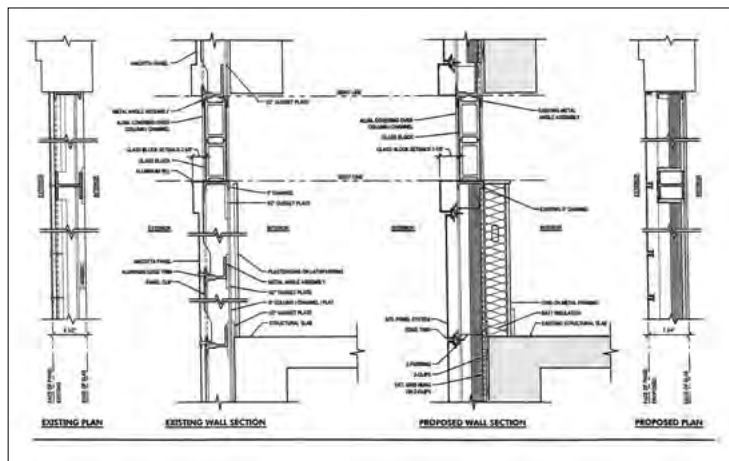
[6] Some areas of the concrete brise soleil screen on this building constructed in 1967 are badly deteriorated. If the screen cannot be repaired, it may be replaced in kind or with a composite substitute material with the same appearance as the concrete.







[7] (a) J.W. Knapp's Department Store, built 1937-38, in Lansing, MI, was constructed with a proprietary material named "Maul Macotta" made of enameled steel and cast-in-place concrete panels. Prior to its rehabilitation, a building inspection revealed that, due to a flaw in the original design and construction, the material was deteriorated beyond repair. The architects for the rehabilitation project devised a replacement system (b) consisting of enameled aluminum panels that matched the original colors (c). Photos and drawing (a-b): Quinn Evans Architects; Photo (c): James Haefner Photography.



## MASONRY: STONE, BRICK, TERRA COTTA, CONCRETE, ADOBE, STUCCO, AND MORTAR

RECOMMENDED	NOT RECOMMENDED
Using a non-corrosive, stainless-steel anchoring system when replacing damaged stone, concrete, or terra-cotta units that have failed.	
Applying non-historic surface treatments, such as water-repellent coatings, to masonry only after repointing and only if masonry repairs have failed to arrest water penetration problems.	Applying waterproof, water-repellent, or non-original historic coatings (such as stucco) to masonry as a substitute for repointing and masonry repairs.
Applying permeable, anti-graffiti coatings to masonry when appropriate.	Applying water-repellent or anti-graffiti coatings that change the historic appearance of the masonry or that may trap moisture if the coating is not sufficiently permeable.
<b>Replacing</b> in kind an entire masonry feature that is too deteriorated to repair (if the overall form and detailing are still evident) using the physical evidence as a model to reproduce the feature or when the replacement can be based on historic documentation. Examples can include large sections of a wall, a cornice, pier, or parapet. If using the same kind of material is not feasible, then a compatible substitute material may be considered.	Removing a masonry feature that is unrepairable and not replacing it, or replacing it with a new feature that does not match.  Using substitute material for the replacement that does not convey the same appearance of the surviving components of the masonry feature.
<i>The following work is highlighted to indicate that it is specific to Rehabilitation projects and should only be considered after the preservation concerns have been addressed.</i>	
<b>Designing the Replacement for Missing Historic Features</b>	
Designing and installing a replacement masonry feature, such as a step or door pediment, when the historic feature is completely missing. It may be an accurate restoration based on documentary and physical evidence, but only when the historic feature to be replaced coexisted with the features currently on the building. Or, it may be a new design that is compatible with the size, scale, material, and color of the historic building.	Creating an inaccurate appearance because the replacement for the missing masonry feature is based upon insufficient physical or historic documentation, is not a compatible design, or because the feature to be replaced did not coexist with the features currently on the building.  Introducing a new masonry feature that is incompatible in size, scale, material, or color.

**WOOD: CLAPBOARD, WEATHERBOARD, SHINGLES, AND OTHER FUNCTIONAL AND DECORATIVE ELEMENTS**

RECOMMENDED	NOT RECOMMENDED
<p><i>Identifying, retaining and preserving</i> wood features that are important in defining the overall historic character of the building (such as siding, cornices, brackets, window and door surrounds, and steps) and their paints, finishes, and colors.</p>	<p>Removing or substantially changing wood features which are important in defining the overall historic character of the building so that, as a result, the character is diminished.</p> <p>Removing a major portion of the historic wood from a façade instead of repairing or replacing only the deteriorated wood, then reconstructing the façade with new material to achieve a uniform or “improved” appearance.</p> <p>Changing the type of finish, coating, or historic color of wood features, thereby diminishing the historic character of the exterior.</p> <p>Failing to renew failing paint or other coatings that are historic finishes.</p> <p>Stripping historically-painted surfaces to bare wood and applying a clear finish rather than repainting.</p> <p>Stripping paint or other coatings to reveal bare wood, thereby exposing historically-coated surfaces to the effects of accelerated weathering.</p> <p>Removing wood siding (clapboards) or other covering (such as stucco) from log structures that were covered historically, which changes their historic character and exposes the logs to accelerated deterioration.</p>
<p><i>Protecting and maintaining</i> wood features by ensuring that historic drainage features that divert rainwater from wood surfaces (such as roof overhangs, gutters, and downspouts) are intact and functioning properly.</p>	<p>Failing to identify and treat the causes of wood deterioration, such as faulty flashing, leaking gutters, cracks and holes in siding, deteriorated caulking in joints and seams, plant material growing too close to wood surfaces, or insect or fungal infestation.</p>

## WOOD: CLAPBOARD, WEATHERBOARD, SHINGLES, AND OTHER FUNCTIONAL AND DECORATIVE ELEMENTS

### RECOMMENDED

### NOT RECOMMENDED

Applying chemical preservatives or paint to wood features that are subject to weathering, such as exposed beam ends, outriggers, or rafter tails.	Using chemical preservatives (such as creosote) which, unless they were used historically, can change the appearance of wood features.
Implementing an integrated pest management plan to identify appropriate preventive measures to guard against insect damage, such as installing termite guards, fumigating, and treating with chemicals.	
Retaining coatings (such as paint) that protect the wood from moisture and ultraviolet light. Paint removal should be considered only when there is paint surface deterioration and as part of an overall maintenance program which involves repainting or applying other appropriate coatings.	Stripping paint or other coatings from wood features without recoating.



[8] Rotted clapboards have been replaced selectively with new wood siding to match the originals.



**WOOD: CLAPBOARD, WEATHERBOARD, SHINGLES, AND OTHER FUNCTIONAL AND DECORATIVE ELEMENTS**

<b>RECOMMENDED</b>	<b>NOT RECOMMENDED</b>
<p>Removing damaged or deteriorated paint to the next sound layer using the gentlest method possible (e.g., hand scraping and hand sanding) prior to repainting.</p>	<p>Using potentially-damaging paint-removal methods on wood surfaces, such as open-flame torches, orbital sanders, abrasive methods (including sandblasting, other media blasting, or high-pressure water), or caustic paint-removers.</p> <p>Removing paint that is firmly adhered to wood surfaces.</p>
<p>Using chemical strippers primarily to supplement other methods such as hand scraping, hand sanding, and thermal devices.</p>	<p>Failing to neutralize the wood thoroughly after using chemical paint removers so that new paint may not adhere.</p> <p>Removing paint from detachable wood features by soaking them in a caustic solution, which may roughen the surface, split the wood, or result in staining from residual acids leaching out of the wood.</p>
<p>Using biodegradable or environmentally-safe cleaning or paint-removal products.</p>	
<p>Using paint-removal methods that employ a poultice to which paint adheres, when possible, to neatly and safely remove old lead paint.</p>	
<p>Using thermal devices (such as infrared heaters) carefully to remove paint when it is so deteriorated that total removal is necessary prior to repainting.</p>	<p>Using a thermal device to remove paint from wood features without first checking for and removing any flammable debris behind them.</p> <p>Using thermal devices without limiting the amount of time the wood feature is exposed to heat.</p>
<p>Using coatings that encapsulate lead paint, when possible, where the paint is not required to be removed to meet environmental regulations.</p>	
<p>Applying compatible paint coating systems to historically-painted wood following proper surface preparation.</p>	<p>Failing to follow manufacturers' product and application instructions when repainting wood features.</p>
<p>Repainting historically-painted wood features with colors that are appropriate to the building and district.</p>	<p>Using paint colors on historically-painted wood features that are not appropriate to the building or district.</p>

**WOOD: CLAPBOARD, WEATHERBOARD, SHINGLES, AND OTHER FUNCTIONAL AND DECORATIVE ELEMENTS**

**RECOMMENDED**

**NOT RECOMMENDED**

Protecting adjacent materials when working on other wood features.	Failing to protect adjacent materials when working on wood features.
Evaluating the overall condition of the wood to determine whether more than protection and maintenance, such as repairs to wood features, will be necessary.	Failing to undertake adequate measures to ensure the protection of wood features.



[9] Smooth-surfaced cementitious siding (left) may be used to replace deteriorated wood siding only on secondary elevations that have minimal visibility.

[10] **Not Recommended:** Cementitious siding with a raised wood-grain texture is not an appropriate material to replace historic wood siding, which has a smooth surface when painted.



**WOOD: CLAPBOARD, WEATHERBOARD, SHINGLES, AND OTHER FUNCTIONAL AND DECORATIVE ELEMENTS**

RECOMMENDED	NOT RECOMMENDED
<p><b>Repairing</b> wood by patching, splicing, consolidating, or otherwise reinforcing the wood using recognized conservation methods. Repair may include the limited replacement in kind or with a compatible substitute material of those extensively deteriorated or missing components of wood features when there are surviving prototypes, such as brackets, molding, or sections of siding.</p>	<p>Removing wood that could be stabilized, repaired, and conserved, or using untested consolidants and unskilled personnel, potentially causing further damage to historic materials.</p> <p>Replacing an entire wood feature, such as a cornice or balustrade, when repair of the wood and limited replacement of deteriorated or missing components is feasible.</p>
<p><b>Replacing</b> in kind an entire wood feature that is too deteriorated to repair (if the overall form and detailing are still evident) using physical evidence as a model to reproduce the feature or when the replacement can be based on historic documentation. Examples of such wood features include a cornice, entablature, or a balustrade. If using wood is not feasible, then a compatible substitute material may be considered.</p>	<p>Removing a wood feature that is unrepairable and not replacing it, or replacing it with a new feature that does not match.</p> <p>Using substitute material for the replacement that does not convey the same appearance of the surviving components of the wood feature.</p>
<p>Replacing a deteriorated wood feature or wood siding on a <i>primary or other highly-visible</i> elevation with a new matching wood feature.</p>	<p>Replacing a deteriorated wood feature or wood siding on a <i>primary or other highly-visible elevation</i> with a composite substitute material.</p>
<p><i>The following work is highlighted to indicate that it is specific to Rehabilitation projects and should only be considered after the preservation concerns have been addressed.</i></p>	
<p><b>Designing the Replacement for Missing Historic Features</b></p>	
<p>Designing and installing a replacement masonry feature, such as a step or door pediment, when the historic feature is completely missing. It may be an accurate restoration based on documentary and physical evidence, but only when the historic feature to be replaced coexisted with the features currently on the building. Or, it may be a new design that is compatible with the size, scale, material, and color of the historic building.</p>	<p>Creating an inaccurate appearance because the replacement for the missing masonry feature is based upon insufficient physical or historic documentation, is not a compatible design, or because the feature to be replaced did not coexist with the features currently on the building.</p> <p>Introducing a new wood feature that is incompatible in size, scale, material, or color.</p>

## METALS: WROUGHT AND CAST IRON, STEEL, PRESSED METAL, TERNEPLATE, COPPER, ALUMINUM, AND ZINC

### RECOMMENDED

### NOT RECOMMENDED

<p><b>Identifying, retaining, and preserving</b> metal features that are important in defining the overall historic character of the building (such as columns, capitals, pilasters, spandrel panels, or stairways) and their paints, finishes, and colors. The type of metal should be identified prior to work because each metal has its own properties and may require a different treatment.</p>	<p>Removing or substantially changing metal features which are important in defining the overall historic character of the building so that, as a result, the character is diminished.</p> <p>Removing a major portion of the historic metal from a façade instead of repairing or replacing only the deteriorated metal, then reconstructing the façade with new material to achieve a uniform or “improved” appearance.</p>
<p><b>Protecting and maintaining</b> metals from corrosion by providing proper drainage so that water does not stand on flat, horizontal surfaces or accumulate in curved decorative features.</p>	<p>Failing to identify and treat the causes of corrosion, such as moisture from leaking roofs or gutters.</p> <p>Placing incompatible metals together without providing an appropriate separation material. Such incompatibility can result in galvanic corrosion of the less noble metal (e.g., copper will corrode cast iron, steel, tin, and aluminum).</p>
<p>Cleaning metals when necessary to remove corrosion prior to repainting or applying appropriate protective coatings.</p>	<p>Leaving metals that must be protected from corrosion uncoated after cleaning.</p>

[11] The stainless steel doors at the entrance to this Art Deco apartment building are important in defining its historic character and should be retained in place.





**METALS: WROUGHT AND CAST IRON, STEEL, PRESSED METAL, TERNEPLATE, COPPER, ALUMINUM, AND ZINC**

RECOMMENDED	NOT RECOMMENDED
<p>Identifying the particular type of metal prior to any cleaning procedure and then testing to ensure that the gentlest cleaning method possible is selected; or, alternatively, determining that cleaning is inappropriate for the particular metal.</p>	<p>Using cleaning methods which alter or damage the color, texture, or finish of the metal, or cleaning when it is inappropriate for the particular metal.</p> <p>Removing the patina from historic metals. The patina may be a protective layer on some metals (such as bronze or copper) as well as a distinctive finish.</p>
<p>Using non-corrosive chemical methods to clean soft metals (such as lead, tinplate, terneplate, copper, and zinc) whose finishes can be easily damaged by abrasive methods.</p>	<p>Cleaning soft metals (such as lead, tinplate, terneplate, copper, and zinc) with abrasive methods (including sandblasting, other abrasive media, or high-pressure water) which will damage the surface of the metal.</p>
<p>Using the least abrasive cleaning method for hard metals (such as cast iron, wrought iron, and steel) to remove paint buildup and corrosion. If hand scraping and wire brushing have proven ineffective, low-pressure abrasive methods may be used as long as they do not abrade or damage the surface.</p>	<p>Using high-pressure abrasive techniques (including sandblasting, other media blasting, or high-pressure water) without first trying gentler cleaning methods prior to cleaning cast iron, wrought iron, or steel.</p>
<p>Applying appropriate paint or other coatings to historically-coated metals after cleaning to protect them from corrosion.</p>	<p>Applying paint or other coatings to metals (such as copper, bronze or stainless steel) if they were not coated historically, unless a coating is necessary for maintenance.</p>
<p>Repainting historically-painted metal features with colors that are appropriate to the building and district.</p>	<p>Using paint colors on historically-painted metal features that are not appropriate to the building or district.</p>
<p>Applying an appropriate protective coating (such as lacquer or wax) to a metal feature that was historically unpainted, such as a bronze door, which is subject to heavy use.</p>	

## METALS: WROUGHT AND CAST IRON, STEEL, PRESSED METAL, TERNEPLATE, COPPER, ALUMINUM, AND ZINC

### RECOMMENDED

### NOT RECOMMENDED

Protecting adjacent materials when cleaning or removing paint from metal features.	Failing to protect adjacent materials when working on metal features.
Evaluating the overall condition of metals to determine whether more than protection and maintenance, such as repairs to metal features, will be necessary.	Failing to undertake adequate measures to ensure the protection of metal features.



[12] This historic steel window has been cleaned, repaired, and primed in preparation for painting and reglazing.



[13] The gold-colored, anodized aluminum geodesic dome of the former Citizen's State Bank in Oklahoma City, OK, built in 1958 and designed by Robert Roloff, makes this a distinctive mid-20th century building.



[14] Interior cast-iron columns have been cleaned and repainted as part of the rehabilitation of this historic market building for continuing use.



[15] New enameled-metal panels were replicated to replace the original panels, which were too deteriorated to repair, when the storefront of this early 1950s building was recreated.

## METALS: WROUGHT AND CAST IRON, STEEL, PRESSED METAL, TERNEPLATE, COPPER, ALUMINUM, AND ZINC

### RECOMMENDED

### NOT RECOMMENDED

<p><b>Repairing</b> metal by reinforcing the metal using recognized preservation methods. Repair may include the limited replacement in kind or with a compatible substitute material of those extensively deteriorated or missing components of features when there are surviving prototypes, such as column capitals or bases, store-fronts, railings and steps, or window hoods.</p>	<p>Removing metals that could be stabilized, repaired, and conserved, or using improper repair techniques, or unskilled personnel, potentially causing further damage to historic materials.</p>
<p><b>Replacing</b> in kind an entire metal feature that is too deteriorated to repair (if the overall form and detailing are still evident) using the physical evidence as a model to reproduce the feature or when the replacement can be based on historic documentation. Examples of such a feature could include cast-iron porch steps or steel-sash windows. If using the same kind of material is not feasible, then a compatible substitute material may be considered.</p>	<p>Replacing an entire metal feature, such as a column or balustrade, when repair of the metal and limited replacement of deteriorated or missing components are feasible.</p> <p>Removing a metal feature that is unrepairable and not replacing it, or replacing it with a new metal feature that does not match.</p> <p>Using a substitute material for the replacement that does not convey the same appearance of the surviving components of the metal feature or that is physically or chemically incompatible.</p>
<p><i>The following work is highlighted to indicate that it is specific to Rehabilitation projects and should only be considered after the preservation concerns have been addressed.</i></p>	
<p><b>Designing the Replacement for Missing Historic Features</b></p>	
<p>Designing and installing a replacement metal feature, such as a metal cornice or cast-iron column, when the historic feature is completely missing. It may be an accurate restoration based on documentary and physical evidence, but only when the historic feature to be replaced coexisted with the features currently on the building. Or, it may be a new design that is compatible with the size, scale, material, and color of the historic building.</p>	<p>Creating an inaccurate appearance because the replacement for the missing metal feature is based upon insufficient physical or historic documentation, is not a compatible design, or because the feature to be replaced did not coexist with the features currently on the building.</p> <p>Introducing a new metal feature that is incompatible in size, scale, material, or color.</p>



## ROOFS

RECOMMENDED	NOT RECOMMENDED
<p><b>Identifying, retaining, and preserving</b> roofs and their functional and decorative features that are important in defining the overall historic character of the building. The form of the roof (gable, hipped, gambrel, flat, or mansard) is significant, as are its decorative and functional features (such as cupolas, cresting, parapets, monitors, chimneys, weather vanes, dormers, ridge tiles, and snow guards), roofing material (such as slate, wood, clay tile, metal, roll roofing, or asphalt shingles), and size, color, and patterning.</p>	<p>Removing or substantially changing roofs which are important in defining the overall historic character of the building so that, as a result, the character is diminished.</p> <p>Removing a major portion of the historic roof or roofing material that is repairable, then rebuilding it with new material to achieve a more uniform or “improved” appearance.</p> <p>Changing the configuration or shape of a roof by adding highly visible new features (such as dormer windows, vents, skylights, or a penthouse).</p> <p>Stripping the roof of sound historic material, such as slate, clay tile, wood, or metal.</p>
<p><b>Protecting and maintaining</b> a roof by cleaning gutters and downspouts and replacing deteriorated flashing. Roof sheathing should also be checked for indications of moisture due to leaks or condensation.</p>	<p>Failing to clean and maintain gutters and downspouts properly so that water and debris collect and cause damage to roof features, sheathing, and the underlying roof structure.</p>
<p>Providing adequate anchorage for roofing material to guard against wind damage and moisture penetration.</p>	<p>Allowing flashing, caps, and exposed fasteners to corrode, which accelerates deterioration of the roof.</p>
<p>Protecting a leaking roof with a temporary waterproof membrane with a synthetic underlayment, roll roofing, plywood, or a tarpaulin until it can be repaired.</p>	<p>Leaving a leaking roof unprotected so that accelerated deterioration of historic building materials (such as masonry, wood, plaster, paint, and structural members) occurs.</p>
<p>Repainting a roofing material that requires a protective coating and was painted historically (such as a terneplate metal roof or gutters) as part of regularly-scheduled maintenance.</p>	<p>Failing to repaint a roofing material that requires a protective coating and was painted historically as part of regularly-scheduled maintenance.</p>
<p>Applying compatible paint coating systems to historically-painted roofing materials following proper surface preparation.</p>	<p>Applying paint or other coatings to roofing material if they were not coated historically.</p>
<p>Protecting a roof covering when working on other roof features.</p>	<p>Failing to protect roof coverings when working on other roof features.</p>
<p>Evaluating the overall condition of the roof and roof features to determine whether more than protection and maintenance, such as repairs to roof features, will be necessary.</p>	<p>Failing to undertake adequate measures to ensure the protection of roof features.</p>

## ROOFS

### RECOMMENDED

**Repairing** a roof by ensuring that the existing historic or compatible non-historic roof covering is sound and waterproof. Repair may include the limited replacement in kind or with a compatible substitute material of missing materials (such as wood shingles, slates, or tiles) on a main roof, as well as those extensively deteriorated or missing components of features when there are surviving prototypes, such as ridge tiles, dormer roofing, or roof monitors.

Using corrosion-resistant roof fasteners (e.g., nails and clips) to repair a roof to help extend its longevity.

### NOT RECOMMENDED

Replacing an entire roof feature when repair of the historic roofing materials and limited replacement of deteriorated or missing components are feasible.



[16] The deteriorated asphalt shingles of this porch roof are being replaced in kind with matching shingles.

**ROOFS**

<b>RECOMMENDED</b>	<b>NOT RECOMMENDED</b>
<p><b>Replacing</b> in kind an entire roof covering or feature that is too deteriorated to repair (if the overall form and detailing are still evident) using the physical evidence as a model to reproduce the feature or when the replacement can be based on historic documentation. Examples of such a feature could include a large section of roofing, a dormer, or a chimney. If using the same kind of material is not feasible, then a compatible substitute material may be considered.</p>	<p>Removing a feature of the roof that is unrepairable and not replacing it, or replacing it with a new roof feature that does not match.</p> <p>Using a substitute material for the replacement that does not convey the same appearance of the roof covering or the surviving components of the roof feature or that is physically or chemically incompatible.</p>
<p>Replacing only missing or damaged roofing tiles or slates rather than replacing the entire roof covering.</p>	<p>Failing to reuse intact slate or tile in good condition when only the roofing substrate or fasteners need replacement.</p>
<p>Replacing an incompatible roof covering or any deteriorated non-historic roof covering with historically-accurate roofing material, if known, or another material that is compatible with the historic character of the building.</p>	
<p><i>The following work is highlighted to indicate that it is specific to Rehabilitation projects and should only be considered after the preservation concerns have been addressed.</i></p>	
<b>Designing the Replacement for Missing Historic Features</b>	
<p>Designing and installing a new roof covering for a missing roof or a new feature, such as a dormer or a monitor, when the historic feature is completely missing. It may be an accurate restoration based on documentary and physical evidence, but only when the historic feature to be replaced coexisted with the features currently on the building. Or, it may be a new design that is compatible with the size, scale, material, and color of the historic building.</p>	<p>Creating an inaccurate appearance because the replacement for the missing roof feature is based upon insufficient physical or historic documentation, is not a compatible design, or because the feature to be replaced did not coexist with the features currently on the building.</p> <p>Introducing a new roof feature that is incompatible in size, scale, material, or color.</p>

## ROOFS

### RECOMMENDED

### NOT RECOMMENDED

#### Alterations and Additions for a New Use

Installing mechanical and service equipment on the roof (such as heating and air-conditioning units, elevator housing, or solar panels) when required for a new use so that they are inconspicuous on the site and from the public right-of-way and do not damage or obscure character-defining historic features.

Installing roof-top mechanical or service equipment so that it damages or obscures character-defining roof features or is conspicuous on the site or from the public right-of-way.

Designing rooftop additions, elevator or stair towers, decks or terraces, dormers, or skylights when required by a new or continuing use so that they are inconspicuous and minimally visible on the site and from the public right-of-way and do not damage or obscure character-defining historic features.

Changing a character-defining roof form, or damaging or destroying character-defining roofing material as a result of an incompatible rooftop addition or improperly-installed or highly-visible mechanical equipment.

Installing a green roof or other roof landscaping, railings, or furnishings that are not visible on the site or from the public right-of-way and do not damage the roof structure.

Installing a green roof or other roof landscaping, railings, or furnishings that are visible on the site and from the public right-of-way.



[17] New wood elements have been used selectively to replace rotted wood on the underside of the roof in this historic warehouse.



## WINDOWS

RECOMMENDED	NOT RECOMMENDED
<p><b>Identifying, retaining, and preserving</b> windows and their functional and decorative features that are important to the overall character of the building. The window material and how the window operates (e.g., double hung, casement, awning, or hopper) are significant, as are its components (including sash, muntins, ogee lugs, glazing, pane configuration, sills, mullions, casings, or brick molds) and related features, such as shutters.</p>	<p>Removing or substantially changing windows or window features which are important in defining the overall historic character of the building so that, as a result, the character is diminished.</p> <p>Changing the appearance of windows that contribute to the historic character of the building by replacing materials, finishes, or colors which noticeably change the sash, depth of the reveal, and muntin configurations; the reflectivity and color of the glazing; or the appearance of the frame.</p> <p>Obscuring historic wood window trim with metal or other material.</p> <p>Replacing windows solely because of peeling paint, broken glass, stuck sash, or high air infiltration. These conditions, in themselves, do not indicate that windows are beyond repair.</p>
<p><b>Protecting and maintaining</b> the wood or metal which comprises the window jamb, sash, and trim through appropriate treatments, such as cleaning, paint removal, and reapplication of protective coating systems.</p>	<p>Failing to protect and maintain window materials on a cyclical basis so that deterioration of the window results.</p>
<p>Protecting windows against vandalism before work begins by covering them and by installing alarm systems that are keyed into local protection agencies.</p>	<p>Leaving windows unprotected and subject to vandalism before work begins, thereby also allowing the interior to be damaged if it can be accessed through unprotected windows.</p>
<p>Making windows weathertight by recaulking gaps in fixed joints and replacing or installing weatherstripping.</p>	
<p>Protecting windows from chemical cleaners, paint, or abrasion during work on the exterior of the building.</p>	<p>Failing to protect historic windows from chemical cleaners, paint, or abrasion when work is being done on the exterior of the building.</p>
<p>Protecting and retaining historic glass when replacing putty or repairing other components of the window.</p>	<p>Failing to protect the historic glass when making window repairs.</p>

## WINDOWS

RECOMMENDED	NOT RECOMMENDED
Sustaining the historic operability of windows by lubricating friction points and replacing broken components of the operating system (such as hinges, latches, sash chains or cords) and replacing deteriorated gaskets or insulating units.	Failing to maintain windows and window components so that windows are inoperable, or sealing operable sash permanently.
Adding storm windows with a matching or a one-over-one pane configuration that will not obscure the characteristics of the historic windows. Storm windows improve energy efficiency and are especially beneficial when installed over wood windows because they also protect them from accelerated deterioration.	Failing to repair and reuse window hardware such as sash lifts, latches, and locks.
Adding interior storm windows as an alternative to exterior storm windows when appropriate.	



[18] The historic metal storm windows in this 1920s office building were retained and repaired during the rehabilitation project.



[19] Installing a mockup of a proposed replacement window can be helpful to evaluate how well the new windows will match the historic windows that are missing or too deteriorated to repair.





[20 a-d] The original steel windows in this industrial building were successfully repaired as part of the rehabilitation project (left).

## WINDOWS

RECOMMENDED	NOT RECOMMENDED
Installing sash locks, window guards, removable storm windows, and other reversible treatments to meet safety, security, or energy conservation requirements.	
Evaluating the overall condition of the windows to determine whether more than protection and maintenance, such as repairs to windows and window features, will be necessary.	Failing to undertake adequate measures to ensure the protection of window features.
<b>Repairing</b> window frames and sash by patching, splicing, consolidating, or otherwise reinforcing them using recognized preservation methods. Repair may include the limited replacement in kind or with a compatible substitute material of those extensively deteriorated, broken, or missing components of features when there are surviving prototypes, such as sash, sills, hardware, or shutters.	Removing window features that could be stabilized, repaired, or conserved using untested consolidants, improper repair techniques, or unskilled personnel, potentially causing further damage to the historic materials.  Replacing an entire window when repair of the window and limited replacement of deteriorated or missing components are feasible.
Removing glazing putty that has failed and applying new putty; or, if glass is broken, carefully removing all putty, replacing the glass, and reputtying.	
Installing new glass to replace broken glass which has the same visual characteristics as the historic glass.	
<b>Replacing</b> in kind an entire window that is too deteriorated to repair (if the overall form and detailing are still evident) using the physical evidence as a model to reproduce the feature or when the replacement can be based on historic documentation. If using the same kind of material is not feasible, then a compatible substitute material may be considered.	Removing a character-defining window that is unrepairable or is not needed for the new use and blocking up the opening, or replacing it with a new window that does not match.  Using substitute material for the replacement that does not convey the same appearance of the surviving components of the window or that is physically incompatible.





[21] The windows on the lower floor, which were too deteriorated to repair, were replaced with new steel windows matching the upper-floor historic windows that were retained.

## WINDOWS

RECOMMENDED	NOT RECOMMENDED
Modifying a historic single-glazed sash to accommodate insulated glass when it will not jeopardize the soundness of the sash or significantly alter its appearance.	Modifying a historic single-glazed sash to accommodate insulated glass when it will jeopardize the soundness of the sash or significantly alter its appearance.
Using low-e glass with the least visible tint in new or replacement windows.	Using low-e glass with a dark tint in new or replacement windows, thereby negatively impacting the historic character of the building.
Using window grids rather than true divided lights on windows on the upper floors of high-rise buildings if they will not be noticeable.	Using window grids rather than true divided lights on windows in low-rise buildings or on lower floors of high-rise buildings where they will be noticeable, resulting in a change to the historic character of the building.
Ensuring that spacer bars in between double panes of glass are the same color as the window sash.	Using spacer bars in between double panes of glass that are not the same color as the window sash.
Replacing all of the components in a glazing system if they have failed because of faulty design or materials that have deteriorated with new material that will improve the window performance without noticeably changing the historic appearance.	Replacing all of the components in a glazing system with new material that will noticeably change the historic appearance.
Replacing incompatible, non-historic windows with new windows that are compatible with the historic character of the building; or reinstating windows in openings that have been filled in.	
<i>The following work is highlighted to indicate that it is specific to Rehabilitation projects and should only be considered after the preservation concerns have been addressed.</i>	
<b>Designing the Replacement for Missing Historic Features</b>	
Designing and installing a new window or its components, such as frames, sash, and glazing, when the historic feature is completely missing. It may be an accurate restoration based on documentary and physical evidence, but only when the historic feature to be replaced coexisted with the features currently on the building. Or, it may be a new design that is compatible with the size, scale, material, and color of the historic building.	<p>Creating an inaccurate appearance because the replacement for the missing window is based upon insufficient physical or historic documentation, is not a compatible design, or because the feature to be replaced did not coexist with the features currently on the building.</p> <p>Installing replacement windows made from other materials that are not the same as the material of the original windows if they would have a noticeably different appearance from the remaining historic windows.</p>



(a)



(b)



(c)

[22] **Not Recommended:** (a-b) The original wood windows in this late-19<sup>th</sup>-century building, which were highly decorative, could likely have been repaired and retained. (c) Instead, they were replaced with new windows that do not match the detailing of the historic windows and, therefore, do not meet the Standards (above).





[23] (a) This deteriorated historic wood window was repaired and retained (b) in this rehabilitation project.



## WINDOWS

### RECOMMENDED

### NOT RECOMMENDED

#### Alterations and Additions for a New Use

Adding new window openings on rear or other secondary, less-visible elevations, if required by a new use. The new openings and the windows in them should be compatible with the overall design of the building but, in most cases, not duplicate the historic fenestration.

Changing the number, location, size, or glazing pattern of windows on primary or highly-visible elevations which will alter the historic character of the building.

Cutting new openings on character-defining elevations or cutting new openings that damage or destroy significant features.

Adding balconies at existing window openings or new window openings on primary or other highly-visible elevations where balconies never existed and, therefore, would be incompatible with the historic character of the building.

Replacing windows that are too deteriorated to repair using the same sash and pane configuration, but with new windows that operate differently, if necessary, to accommodate a new use. Any change must have minimal visual impact. Examples could include replacing hopper or awning windows with casement windows, or adding a realigned and enlarged operable portion of industrial steel windows to meet life-safety codes.

Replacing a window that contributes to the historic character of the building with a new window that is different in design (such as glass divisions or muntin profiles), dimensions, materials (wood, metal, or glass), finish or color, or location that will have a noticeably different appearance from the historic windows, which may negatively impact the character of the building.

Installing impact-resistant glazing, when necessary for security, so that it is compatible with the historic windows and does not damage them or negatively impact their character.

Installing impact-resistant glazing, when necessary for security, that is incompatible with the historic windows and that damages them or negatively impacts their character.

Using compatible window treatments (such as frosted glass, appropriate shades or blinds, or shutters) to retain the historic character of the building when it is necessary to conceal mechanical equipment, for example, that the new use requires be placed in a location behind a window or windows on a primary or highly-visible elevation.

Removing a character-defining window to conceal mechanical equipment or to provide privacy for a new use of the building by blocking up the opening.



## ENTRANCES AND PORCHES

### RECOMMENDED

### NOT RECOMMENDED



[24] Rotted boards in the beaded-board porch ceiling are being replaced with new matching beaded board.

<p><b>Identifying, retaining, and preserving</b> entrances and porches and their functional and decorative features that are important in defining the overall historic character of the building. The materials themselves (including masonry, wood, and metal) are significant, as are their features, such as doors, transoms, pilasters, columns, balustrades, stairs, roofs, and projecting canopies.</p>	<p>Removing or substantially changing entrances and porches which are important in defining the overall historic character of the building so that, as a result, the character is diminished.</p> <p>Cutting new entrances on a primary façade.</p> <p>Altering utilitarian or service entrances so they compete visually with the historic primary entrance; increasing their size so that they appear significantly more important; or adding decorative details that cannot be documented to the building or are incompatible with the building's historic character.</p>
<p>Retaining a historic entrance or porch even though it will no longer be used because of a change in the building's function.</p>	<p>Removing a historic entrance or porch that will no longer be required for the building's new use.</p>
<p><b>Protecting and maintaining</b> the masonry, wood, and metals which comprise entrances and porches through appropriate surface treatments, such as cleaning, paint removal, and reapplication of protective coating systems.</p>	<p>Failing to protect and maintain entrance and porch materials on a cyclical basis so that deterioration of entrances and porches results.</p>
<p>Protecting entrances and porches against arson and vandalism before work begins by covering them and by installing alarm systems keyed into local protection agencies.</p>	<p>Leaving entrances and porches unprotected and subject to vandalism before work begins, thereby also allowing the interior to be damaged if it can be accessed through unprotected entrances.</p>
<p>Protecting entrance and porch features when working on other features of the building.</p>	<p>Failing to protect materials and features when working on other features of the building.</p>
<p>Evaluating the overall condition of entrances and porches to determine whether more than protection and maintenance, such as repairs to entrance and porch features, will be necessary.</p>	<p>Failing to undertake adequate measures to ensure the protection of entrance and porch features.</p>
<p><b>Repairing</b> entrances and porches by patching, splicing, consolidating, and otherwise reinforcing them using recognized preservation methods. Repair may include the limited replacement in kind or with a compatible substitute material of those extensively deteriorated features or missing components of features when there are surviving prototypes, such as balustrades, columns, and stairs.</p>	<p>Removing entrances and porches that could be stabilized, repaired, and conserved, or using untested consolidants, improper repair techniques, or unskilled personnel, potentially causing further damage to historic materials.</p> <p>Replacing an entire entrance or porch feature when repair of the feature and limited replacement of deteriorated or missing components are feasible.</p>

## ENTRANCES AND PORCHES

### RECOMMENDED

**Replacing** in kind an entire entrance or porch that is too deteriorated to repair (if the overall form and detailing are still evident) using the physical evidence as a model to reproduce the feature or when the replacement can be based on historic documentation. If using the same kind of material is not feasible, then a compatible substitute material may be considered.

### NOT RECOMMENDED

Removing an entrance or porch that is unrepairable and not replacing it, or replacing it with a new entrance or porch that does not match.

Using a substitute material for the replacement that does not convey the same appearance of the surviving components of entrance or porch features or that is physically incompatible.



[25] The new infill designs for the garage door openings in this commercial building (a) converted for restaurant use and in this mill building (b) rehabilitated for residential use are compatible with the historic character of the buildings.

## ENTRANCES AND PORCHES

<b>RECOMMENDED</b>	<b>NOT RECOMMENDED</b>
<i>The following work is highlighted to indicate that it is specific to Rehabilitation projects and should only be considered after the preservation concerns have been addressed.</i>	
<b>Designing the Replacement for Missing Historic Features</b>	
<p>Designing and installing a new entrance or porch when the historic feature is completely missing or has previously been replaced by one that is incompatible. It may be an accurate restoration based on documentary and physical evidence, but only when the historic entrance or porch to be replaced coexisted with the features currently on the building. Or, it may be a new design that is compatible with the size, scale, material, and color of the historic building.</p>	<p>Creating an inaccurate appearance because the replacement for the missing entrance or porch is based upon insufficient physical or historic documentation, is not a compatible design, or because the feature to be replaced did not coexist with the features currently on the building.</p>
<b>Alterations and Additions for a New Use</b>	
<p>Enclosing historic porches on secondary elevations only, when required by a new use, in a manner that preserves the historic character of the building (e.g., using large sheets of glass and recessing the enclosure wall behind existing posts and balustrades).</p>	<p>Enclosing porches in a manner that results in a diminution or loss of historic character by using solid materials rather than clear glazing, or by placing the enclosure in front of, rather than behind, the historic features.</p>
<p>Designing and constructing additional entrances or porches on secondary elevations when required for the new use in a manner that preserves the historic character of the building (i.e., ensuring that the new entrance or porch is clearly subordinate to historic primary entrances or porches).</p>	<p>Constructing secondary or service entrances and porches that are incompatible in size and scale or detailing with the historic building or that obscure, damage, or destroy character-defining features.</p>

[26] **Not Recommended:** Installing a screened enclosure is never recommended on a front or otherwise prominent historic porch. In limited instances, it may be possible to add screening on a porch at the rear or on a secondary façade; however, the enclosure should match the color of the porch and be placed behind columns and railings so that it does not obscure these features.



## STOREFRONTS

### RECOMMENDED

### NOT RECOMMENDED

**Identifying, retaining, and preserving** storefronts and their functional and decorative features that are important in defining the overall historic character of the building. The storefront materials (including wood, masonry, metals, ceramic tile, clear glass, and pigmented structural glass) and the configuration of the storefront are significant, as are features, such as display windows, base panels, bulkheads, signs, doors, transoms, kick plates, corner posts, piers, and entablatures. The removal of inappropriate, non-historic cladding, false mansard roofs, and other later, non-significant alterations can help reveal the historic character of the storefront.

Retaining later, non-original features that have acquired significance over time.

Removing or substantially changing storefronts and their features which are important in defining the overall historic character of the building so that, as a result, the character is diminished.

Changing the storefront so that it has a residential rather than commercial appearance.

Introducing features from an earlier period that are not compatible with the historic character of the storefront.

Changing the location of the storefront's historic main entrance.

Replacing or covering a glass transom with solid material or inappropriate signage, or installing an incompatible awning over it.

Removing later features that may have acquired significance.



[28] This new storefront, which replaced one that was missing, is compatible with the historic character of the building.



## STOREFRONTS

RECOMMENDED	NOT RECOMMENDED
<p><b><i>Protecting and maintaining</i></b> masonry, wood, glass, ceramic tile, and metals which comprise storefronts through appropriate treatments, such as cleaning, paint removal, and reapplication of protective coating systems.</p>	<p>Failing to protect and maintain storefront materials on a cyclical basis so that deterioration of storefront features results.</p>
<p>Protecting storefronts against arson and vandalism before work begins by covering windows and doors and by installing alarm systems keyed into local protection agencies.</p>	<p>Leaving the storefront unprotected and subject to vandalism before work begins, thereby also allowing the interior to be damaged if it can be accessed through unprotected entrances.</p>
<p>Protecting the storefront when working on other features of the building.</p>	<p>Failing to protect the storefront when working on other features of the building.</p>
<p>Evaluating the overall condition of the storefront to determine whether more than protection and maintenance, such as repairs to storefront features, will be necessary.</p>	<p>Failing to undertake adequate measures to ensure the protection of storefront features.</p>



[27] This original c. 1940s storefront, with its character-defining angled and curved glass display window and recessed entrance with a decorative terrazzo paving, is in good condition and should be retained in a rehabilitation project.

## STOREFRONTS

### RECOMMENDED

### NOT RECOMMENDED

**Repairing** storefronts by patching, splicing, consolidating, or otherwise reinforcing them using recognized preservation methods. Repair may include the limited replacement in kind or with a compatible substitute material of those extensively deteriorated or missing components of storefronts when there are surviving prototypes, such as transoms, base panels, kick plates, piers, or signs.

Removing storefronts that could be stabilized, repaired, and conserved, or using untested consolidants, improper repair techniques, or unskilled personnel, potentially causing further damage to historic materials.

**Replacing** in kind an entire storefront that is too deteriorated to repair (if the overall form and detailing are still evident) using the physical evidence as a model to reproduce the feature or when the replacement can be based on historic documentation. If using the same kind of material is not feasible, then a compatible substitute material may be considered.

Replacing a storefront feature when repair of the feature and limited replacement of deteriorated or missing components are feasible.

Using a substitute material for the replacement that does not convey the same appearance of the surviving components of the storefront or that is physically incompatible.

Removing a storefront that is unrepairable and not replacing it or replacing it with a new storefront that does not match.

*The following work is highlighted to indicate that it is specific to Rehabilitation projects and should only be considered after the preservation concerns have been addressed.*

#### Designing the Replacement for Missing Historic Features

Designing and installing a new storefront when the historic storefront is completely missing or has previously been replaced by one that is incompatible. It may be an accurate restoration based on documentary and physical evidence, but only when the historic storefront to be replaced coexisted with the features currently on the building. Or, it may be a new design that is compatible with the size, scale, material, and color of the historic building.

Creating an inaccurate appearance because the replacement for the missing storefront is based upon insufficient physical or historic documentation, is not a compatible design, or because the feature to be replaced did not coexist with the features currently on the building.

Using new, over-scaled, or internally-lit signs unless there is a historic precedent for them or using other types of signs that obscure, damage, or destroy character-defining features of the storefront and the building.

## STOREFRONTS

<b>RECOMMENDED</b>	<b>NOT RECOMMENDED</b>
<p>Replacing missing awnings or canopies that can be historically documented to the building, or adding new signage, awnings, or canopies that are compatible with the historic character of the building.</p>	<p>Adding vinyl awnings, or other awnings that are inappropriately sized or shaped, which are incompatible with the historic character of the building; awnings that do not extend over the entire length of the storefront; or large canopies supported by posts that project out over the sidewalk, unless their existence can be historically documented.</p>
<b>Alterations and Additions for a New Use</b>	
<p>Retaining the glazing and the transparency (i.e., which allows the openness of the interior to be experienced from the exterior) that is so important in defining the character of a historic storefront when the building is being converted for residential use. Window treatments (necessary for occupants' privacy) should be installed that are uniform and compatible with the commercial appearance of the building, such as screens or wood blinds. When display cases still exist behind the storefront, the screening should be set at the back of the display case.</p>	<p>Replacing storefront glazing with solid material for occupants' privacy when the building is being converted for residential use.</p> <p>Installing window treatments in storefront windows that have a residential appearance, which are incompatible with the commercial character of the building.</p> <p>Installing window treatments that are not uniform in a series of repetitive storefront windows.</p>



[29] The rehabilitation of the 1910 Māālaea General Store (a), which served the workers' camp at the Wailuku Sugar Company on the Hawaiian island of Maui, included the reconstruction of the original parapet (b).



## CURTAIN WALLS

### RECOMMENDED

### NOT RECOMMENDED

<p><b>Identifying, retaining, and preserving</b> curtain wall systems and their components (metal framing members and glass or opaque panels) that are important in defining the overall historic character of the building. The design of the curtain wall is significant, as are its component materials (metal stick framing and panel materials, such as clear or spandrel glass, stone, terra cotta, metal, and fiber-reinforced plastic), appearance (e.g., glazing color or tint, transparency, and reflectivity), and whether the glazing is fixed, operable or louvered glass panels. How a curtain wall is engineered and fabricated, and the fact that it expands and contracts at a different rate from the building's structural system, are important to understand when undertaking the rehabilitation of a curtain wall system.</p>	<p>Removing or substantially changing curtain wall components which are important in defining the overall historic character of the building so that, as a result, the character is diminished.</p> <p>Replacing historic curtain wall features instead of repairing or replacing only the deteriorated components.</p>
<p><b>Protecting and maintaining</b> curtain walls and their components through appropriate surface treatments, such as cleaning, paint removal, and reapplication of protective coating systems; and by making them watertight and ensuring that sealants and gaskets are in good condition.</p>	<p>Failing to protect and maintain curtain wall components on a cyclical basis so that deterioration of curtain walls results.</p> <p>Failing to identify, evaluate, and treat various causes of curtain wall failure, such as open gaps between components where sealants have deteriorated or are missing.</p>
<p>Protecting ground-level curtain walls from vandalism before work begins by covering them, while ensuring adequate ventilation, and by installing alarm systems keyed into local protection agencies.</p>	<p>Leaving ground-level curtain walls unprotected and subject to vandalism before work begins, thereby also allowing the interior to be damaged if it can be accessed through unprotected glazing.</p>
<p>Protecting curtain walls when working on other features of the building.</p>	<p>Failing to protect curtain walls when working on other features of the building.</p>
<p>Cleaning curtain wall systems only when necessary to halt deterioration or to remove heavy soiling.</p>	<p>Cleaning curtain wall systems when they are not heavily soiled, thereby needlessly introducing chemicals or moisture into historic materials.</p>

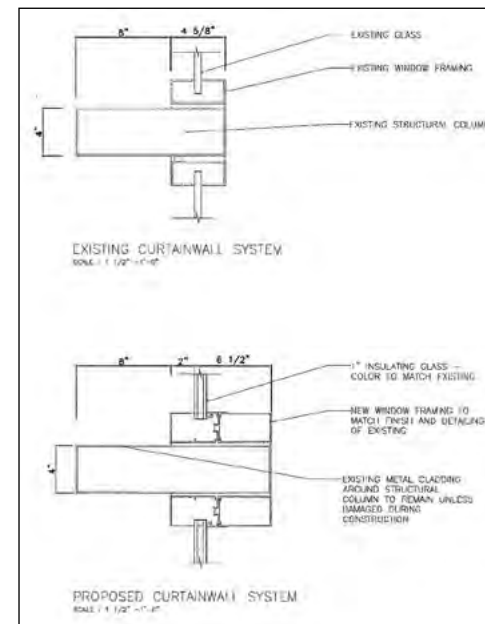


## CURTAIN WALLS

RECOMMENDED	NOT RECOMMENDED
Carrying out cleaning tests, when it has been determined that cleaning is appropriate, using only cleaning materials that will not damage components of the system, including factory-applied finishes. Test areas should be examined to ensure that no damage has resulted.	Cleaning curtain wall systems without testing or using cleaning materials that may damage components of the system.
Evaluating the overall condition of curtain walls to determine whether more than protection and maintenance, such as repair of curtain wall components, will be necessary.	Failing to undertake adequate measures to protect curtain wall components.
<b>Repairing</b> curtain walls by ensuring that they are watertight by augmenting existing components or replacing deteriorated or missing sealants or gaskets, where necessary, to seal any gaps between system components. Repair may include the limited replacement of those extensively deteriorated or missing components of curtain walls when there are surviving prototypes.	Removing curtain wall components that could be repaired or using improper repair techniques.  Replacing an entire curtain wall system when repair of materials and limited replacement of deteriorated or missing components are feasible.
Applying sealants carefully so that they are not readily visible.	
<b>Replacing</b> in kind a component or components of a curtain wall system that are too deteriorated to repair (if the overall form and detailing are still evident) using the physical evidence as a model to reproduce the feature. If using the same kind of material is not feasible, then a compatible substitute material may be considered as long as it has the same finish and appearance.	Removing a curtain wall component or the entire system, if necessary, that is unrepairable and not replacing it or replacing it with a new component or system that does not convey the same appearance.
Replacing masonry, metal, glass, or other components of a curtain wall system (or the entire system, if necessary) which have failed because of faulty design with substitutes that match the original as closely as possible and which will reestablish the viability and performance of the system.	Using substitute material for the replacement that does not convey the same appearance of the surviving components of the curtain wall or that is physically incompatible.



[30] Rather than replace the original curtain wall system of the 1954 Simms Building in Albuquerque, NM, with a different color tinted glass or coat it with a non-historic reflective film, the HVAC system was updated to improve energy efficiency. Photo: Harvey M. Kaplan.



[31 a-c:] (a) The rehabilitation of the First Federal Savings and Loan Association building in Birmingham, AL, constructed in 1961, required replacing the deteriorated historic curtain wall system because the framing and the fasteners holding the spandrel glass and the windows had failed. (b) Comparative drawings show that the differences between the replacement system, which incorporated new insulated glass to meet wind-load requirements, and the original system are minimal. (c) The replacement system, shown after completion of the project, has not altered the historic character of the building.



## CURTAIN WALLS

### RECOMMENDED

### NOT RECOMMENDED

*The following work is highlighted to indicate that it is specific to Rehabilitation projects and should only be considered after the preservation concerns have been addressed.*

#### Designing the Replacement for Missing Historic Features

Designing and installing a new curtain wall or its components when the historic feature is completely missing. It may be an accurate restoration based on documentary and physical evidence, but only when the historic feature to be replaced coexisted with the features currently on the building. Or, it may be a new design that is compatible with the size, scale, material, and color of the historic building.

Creating an inaccurate appearance because the replacement for the missing curtain wall component is based upon insufficient physical or historic documentation, is not a compatible design, or because the feature did not coexist with the features currently on the building.

Introducing a new curtain wall component that is incompatible in size, scale, material, color, and finish.

#### Alterations and Additions for a New Use

Installing new glazing or an entire new curtain wall system, when necessary to meet safety-code requirements, with dimensions, detailing, materials, colors, and finish as close as possible to the historic curtain wall components.

Installing new glazing or an entire new curtain wall system, when necessary to meet safety-code requirements, with dimensions and detailing that is significantly different from the historic curtain wall components.

Installing impact-resistant glazing, when necessary for security, so that it is compatible with the historic windows and does not damage them or negatively impact their character.

Installing impact-resistant glazing in a curtain wall system, when necessary for security, that is incompatible with the historic curtain walls and damages them or negatively impacts their character.

## STRUCTURAL SYSTEMS

### RECOMMENDED

### NOT RECOMMENDED

**Identifying, retaining, and preserving** structural systems and visible features of systems that are important in defining the overall historic character of the building. This includes the materials that comprise the structural system (i.e., wood, metal and masonry), the type of system, and its features, such as posts and beams, trusses, summer beams, vigas, cast-iron or masonry columns, above-grade stone foundation walls, or load-bearing masonry walls.

Removing or substantially changing visible features of historic structural systems which are important in defining the overall historic character of the building so that, as a result, the character is diminished.

Overloading the existing structural system, or installing equipment or mechanical systems which could damage the structure.

Replacing a load-bearing masonry wall that could be augmented and retained.

Leaving known structural problems untreated, such as deflected beams, cracked and bowed walls, or racked structural members.

**Protecting and maintaining** the structural system by keeping gutters and downspouts clear and roofing in good repair; and by ensuring that wood structural members are free from insect infestation.

Failing to protect and maintain the structural system on a cyclical basis so that deterioration of the structural system results.

Using treatments or products that may retain moisture, which accelerates deterioration of structural members.

[33] Retaining as much as possible of the historic wood sill plate and replacing only the termite-damaged wood is always the preferred and recommended treatment.





## STRUCTURAL SYSTEMS

<b>RECOMMENDED</b>	<b>NOT RECOMMENDED</b>
<p>Evaluating the overall condition of the structural system to determine whether more than protection and maintenance, such as repairs to structural features, will be necessary.</p>	<p>Failing to undertake adequate measures to ensure the protection of structural systems.</p>
<p><b>Repairing</b> the structural system by augmenting individual components, using recognized preservation methods. For example, weakened structural members (such as floor framing) can be paired or sistered with a new member, braced, or otherwise supplemented and reinforced.</p>	<p>Upgrading the building structurally in a manner that diminishes the historic character of the exterior or that damages interior features or spaces.</p> <p>Replacing a historic structural feature in its entirety or in part when it could be repaired or augmented and retained.</p>



[32] (a-b) The rehabilitation of the 1892 Carson Block Building in Eureka, CA, for its owner, the Northern California Indian Development Council, included recreating the missing corner turret and sensitively introducing seismic reinforcement (c) shown here (opposite page) in a secondary upper floor office space. *Photos: Page & Turnbull.*

## STRUCTURAL SYSTEMS

### RECOMMENDED

### NOT RECOMMENDED

Installing seismic or structural reinforcement, when necessary, in a manner that minimizes its impact on the historic fabric and character of the building.

**Replacing** in kind or with a compatible substitute material large portions or entire features of the structural system that are either extensively damaged or deteriorated or that are missing when there are surviving prototypes, such as cast-iron columns, trusses, or masonry walls. Substitute material must be structurally sufficient, physically compatible with the rest of the system, and, where visible, must have the same form, design, and appearance as the historic feature.

Replacing to match any interior features or finishes that may have to be removed to gain access to make structural repairs, and reusing salvageable material.

Using substitute material that does not equal the load-bearing capabilities of the historic material; does not convey the same appearance of the historic material, if it is visible; or is physically incompatible.

Installing a visible or exposed structural replacement feature that does not match.



## STRUCTURAL SYSTEMS

**RECOMMENDED**

**NOT RECOMMENDED**

*The following work is highlighted to indicate that it is specific to Rehabilitation projects and should only be considered after the preservation concerns have been addressed.*

<b>Alterations and Additions for a New Use</b>	
Limiting any new excavations next to historic foundations to avoid undermining the structural stability of the building or adjacent historic buildings. The area next to the building foundation should be investigated first to ascertain potential damage to site features or archeological resources.	Carrying out excavations or regrading land adjacent to a historic building which could cause the historic foundation to settle, shift, or fail, or which could destroy significant archeological resources.
Correcting structural deficiencies needed to accommodate a new use in a manner that preserves the structural system and individual character-defining features.	Making substantial changes to significant interior spaces or damaging or destroying features or finishes that are character defining to correct structural deficiencies.
Designing and installing new mechanical or electrical equipment, when necessary, in a manner that minimizes the number and size of cuts or holes in structural members.	Installing new mechanical or electrical equipment in a manner which reduces the load-bearing capacity of historic structural members.
Inserting a new floor when required for the new use if it does not negatively impact the historic character of the interior space; and if it does not damage the structural system, does not abut window glazing, and is not visible from the exterior of the building.	Inserting a new floor that damages or destroys the structural system or abuts window glazing and is visible from the exterior of the building and, thus, negatively impacts its historic character.
Creating an atrium, light court, or lightwell to provide natural light when required for a new use only when it can be done in a manner that preserves the structural system and the historic character of the building.	Removing structural features to create an atrium, light court, or lightwell if it negatively impacts the historic character of the building.

## MECHANICAL SYSTEMS: HEATING, AIR CONDITIONING, ELECTRICAL, AND PLUMBING

RECOMMENDED	NOT RECOMMENDED
<b>Identifying, retaining, and preserving</b> visible features of early mechanical systems that are important in defining the overall historic character of the building, such as radiators, vents, fans, grilles, and plumbing and lighting fixtures.	Removing or substantially changing visible features of mechanical systems that are important in defining the overall historic character of the building so that, as a result, the character is diminished.
<b>Protecting and maintaining</b> mechanical, plumbing, and electrical systems and their features through cyclical maintenance.	Failing to protect and maintain a functioning mechanical system, plumbing, and electrical systems and their visible features on a cyclical basis so that their deterioration results.
Improving the energy efficiency of existing mechanical systems to help reduce the need for a new system by installing storm windows, insulating attics and crawl spaces, or adding awnings, if appropriate.	
Evaluating the overall condition of mechanical systems to determine whether more than protection and maintenance, such as repairs to mechanical system components, will be necessary.	Failing to undertake adequate measures to ensure the protection of mechanical system components.
<b>Repairing</b> mechanical systems by augmenting or upgrading system components (such as installing new pipes and ducts), rewiring, or adding new compressors or boilers.	Replacing a mechanical system when its components could be upgraded and retained.
<b>Replacing</b> in kind or with a compatible substitute material those extensively deteriorated or missing visible features of mechanical systems when there are surviving prototypes, such as ceiling fans, radiators, grilles, or plumbing fixtures.	Installing a visible replacement feature of a mechanical system, if it is important in defining the historic character of the building, that does not convey the same appearance.



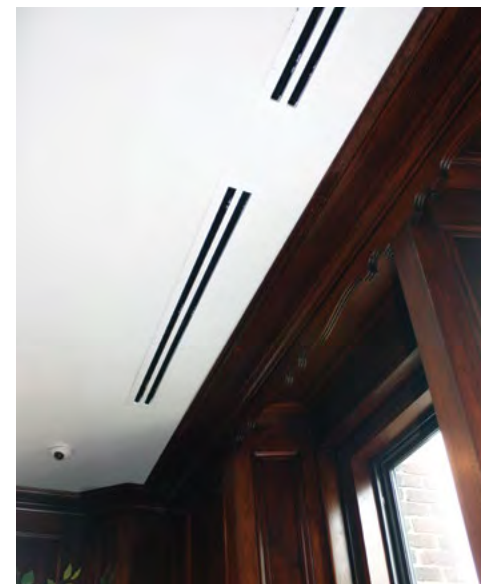
## MECHANICAL SYSTEMS: HEATING, AIR CONDITIONING, ELECTRICAL, AND PLUMBING

<b>RECOMMENDED</b>	<b>NOT RECOMMENDED</b>
<i>The following work is highlighted to indicate that it is specific to Rehabilitation projects and should only be considered after the preservation concerns have been addressed.</i>	
<b>Alterations and Additions for a New Use</b>	
Installing a new mechanical system, if required, so that it results in the least alteration possible to the historic building and its character-defining features.	Installing a new mechanical system so that character-defining structural or interior features are radically changed, damaged, or destroyed.
Providing adequate structural support for the new mechanical equipment.	Failing to consider the weight and design of new mechanical equipment so that, as a result, historic structural members or finished surfaces are weakened or cracked.
Installing new mechanical and electrical systems and ducts, pipes, and cables in closets, service areas, and wall cavities to preserve the historic character of the interior space.	Installing systems and ducts, pipes, and cables in walls or ceilings in a manner that results in extensive loss or damage or otherwise obscures historic building materials and character-defining features.
Concealing HVAC ductwork in finished interior spaces, when possible, by installing it in secondary spaces (such as closets, attics, basements, or crawl spaces) or in appropriately-located, furred-down soffits.	Leaving HVAC ductwork exposed in most finished spaces or installing soffits in a location that will negatively impact the historic character of the interior or exterior of the building.
Installing exposed ductwork in a finished space when necessary to protect and preserve decorative or other features (such as column capitals, pressed-metal or ornamental plaster ceilings, coffers, or beams) that is painted, and appropriately located so that it will have minimal impact on the historic character of the space.	Installing exposed ductwork in a finished space when necessary to protect and preserve decorative or other features that is not painted, or is located where it will negatively impact the historic character of the space.
Lowering ceilings, installing a dropped ceiling, or constructing soffits to conceal ductwork in a finished space when this will not result in extensive loss or damage to historic materials or decorative and other features, and will not change the overall character of the space or the exterior appearance of the building (i.e., lowered ceilings or soffits visible through window glazing).	Lowering ceilings, installing a dropped ceiling, or constructing soffits to conceal ductwork in a finished space in a manner that results in extensive loss or damage to historic materials or decorative and other features, and will change the overall character of the space or the exterior appearance of the building.

## MECHANICAL SYSTEMS: HEATING, AIR CONDITIONING, ELECTRICAL, AND PLUMBING

RECOMMENDED	NOT RECOMMENDED
Installing appropriately located, exposed ductwork in historically-unfinished interior spaces in industrial or utilitarian buildings.	
Installing a split system mechanical unit in a manner that will have minimal impact on the historic character of the interior and result in minimal loss of historic building material.	Installing a split system mechanical unit without considering its impact on the historic character of the interior or the potential loss of historic building material.
Installing heating or air conditioning window units only when the installation of any other system would result in significant damage or loss of historic materials or features.	
Installing mechanical equipment on the roof, when necessary, so that it is minimally visible to preserve the building's historic character and setting.	Installing mechanical equipment on the roof that is overly large or highly visible and negatively impacts the historic character of the building or setting.
Placing air conditioning compressors in a location on a secondary elevation of the historic building that is not highly visible.	Placing air conditioning compressors where they are highly visible and negatively impact the historic character of the building or setting.

[34] The new ceiling ducts installed during the conversion of this historic office building into apartments are minimal in design and discretely placed above the windows.



## INTERIOR SPACES, FEATURES, AND FINISHES

<b>RECOMMENDED</b>	<b>NOT RECOMMENDED</b>
<p><i>Identifying, retaining, and preserving</i> a floor plan or interior spaces, features, and finishes that are important in defining the overall historic character of the building. Significant spatial characteristics include the size, configuration, proportion, and relationship of rooms and corridors; the relationship of features to spaces; and the spaces themselves, such as lobbies, lodge halls, entrance halls, parlors, theaters, auditoriums, gymnasiums, and industrial and commercial interiors. Color, texture, and pattern are important characteristics of features and finishes, which can include such elements as columns, plaster walls and ceilings, flooring, trim, fireplaces and mantels, paneling, light fixtures, hardware, decorative radiators, ornamental grilles and registers, windows, doors, and transoms; plaster, paint, wallpaper and wall coverings, and special finishes, such as marbling and graining; and utilitarian (painted or unpainted) features, including wood, metal, or concrete exposed columns, beams, and trusses and exposed load-bearing brick, concrete, and wood walls.</p>	<p>Altering a floor plan, or interior spaces (including individual rooms), features, and finishes, which are important in defining the overall historic character of the building so that, as a result, the character is diminished.</p> <p>Altering the floor plan by demolishing principal walls and partitions for a new use.</p> <p>Altering or destroying significant interior spaces by inserting additional floors or lofts; cutting through floors to create lightwells, light courts, or atriums; lowering ceilings; or adding new walls or removing historic walls.</p> <p>Relocating an interior feature, such as a staircase, so that the circulation pattern and the historic relationship between features and spaces are altered.</p> <p>Installing new material that obscures or damages character-defining interior features or finishes.</p> <p>Removing paint, plaster, or other finishes from historically-finished interior surfaces to create a new appearance (e.g., removing plaster to expose brick walls or a brick chimney breast, stripping paint from wood to stain or varnish it, or removing a plaster ceiling to expose unfinished beams).</p> <p>Applying paint, plaster, or other coatings to surfaces that have been unfinished historically, thereby changing their character.</p> <p>Changing the type of finish or its color, such as painting a historically-varnished wood feature, or removing paint from a historically-painted feature.</p>

## INTERIOR SPACES, FEATURES, AND FINISHES

### RECOMMENDED

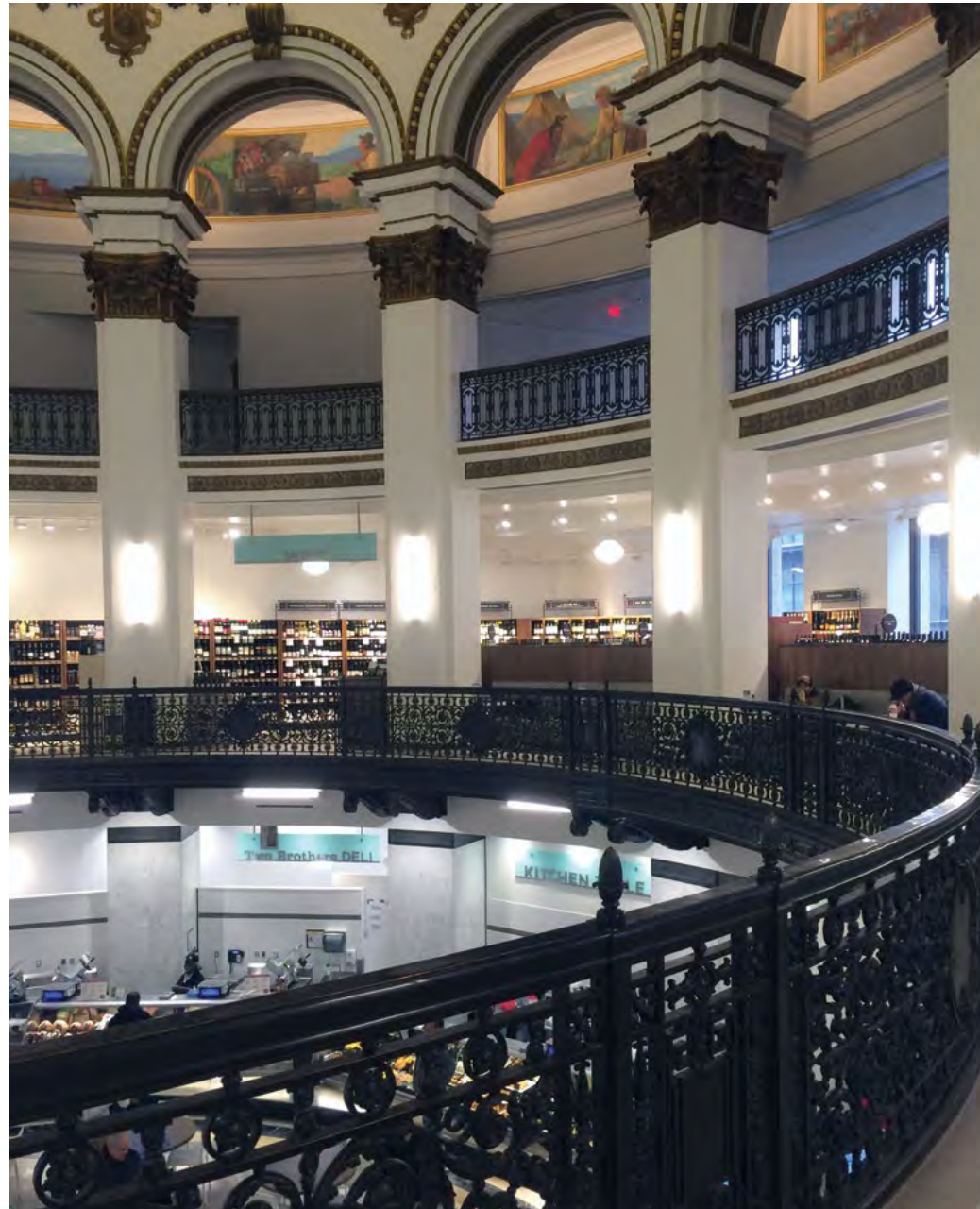
### NOT RECOMMENDED

<p>Retaining decorative or other character-defining features or finishes that typify the showroom or interior of a historic store, such as a pressed-metal ceiling, a beaded-board ceiling, or wainscoting.</p>	<p>Removing decorative or other character-defining features or finishes that typify the showroom or interior of a historic store, such as a pressed-metal ceiling, a beaded-board ceiling, or wainscoting.</p>
<p><b>Protecting and maintaining</b> historic materials (including plaster, masonry, wood, and metals) which comprise interior spaces through appropriate surface treatments, such as cleaning, paint removal, and reapplication of protective coating systems.</p>	<p>Failing to protect and maintain interior materials and finishes on a cyclical basis so that deterioration of interior features results.</p>
<p>Protecting interior features and finishes against arson and vandalism before project work begins by erecting temporary fencing or by covering broken windows and open doorways, while ensuring adequate ventilation, and by installing alarm systems keyed into local protection agencies.</p>	<p>Leaving the building unprotected and subject to vandalism before work begins, thereby allowing the interior to be damaged if it can be accessed through unprotected entrances.</p>
<p>Protecting interior features (such as a staircase, mantel, flooring, or decorative finishes) from damage during project work by covering them with plywood, heavy canvas, or plastic sheeting.</p>	<p>Failing to protect interior features and finishes when working on the interior.</p>

[35] (a) Although deteriorated, the historic school corridor, shown on the left, with its character-defining features, including doors and transoms, was retained and repaired as part of the rehabilitation project (b).







[36] The elaborate features and finishes of this historic banking hall in the Union Trust Company Building, in Cleveland, OH, were retained and repaired as part of its conversion into a food market.

## INTERIOR SPACES, FEATURES, AND FINISHES

RECOMMENDED	NOT RECOMMENDED
Removing damaged or deteriorated paint and finishes only to the next sound layer using the gentlest method possible prior to repainting or refinishing using compatible paint or other coating systems.	Using potentially damaging methods, such as open-flame torches or abrasive techniques, to remove paint or other coatings.  Removing paint that is firmly adhered to interior surfaces.
Using abrasive cleaning methods only on the interior of industrial or warehouse buildings with utilitarian, unplastered masonry walls and where wood features are not finished, molded, beaded, or worked by hand. Low-pressure abrasive cleaning (e.g., sand-blasting or other media blasting) should only be considered if test patches show no surface damage and after gentler methods have proven ineffective.	Using abrasive methods anywhere but utilitarian and industrial interior spaces or when there are other methods that are less likely to damage the surface of the material.
Evaluating the overall condition of the interior materials, features, and finishes to determine whether more than protection and maintenance, such as repairs to features and finishes, will be necessary.	Failing to undertake adequate measures to ensure the protection of interior materials, features, and finishes.
<b>Repairing</b> interior features and finishes by patching, splicing, consolidating, or otherwise reinforcing the materials using recognized preservation methods. Repairs may include the limited replacement in kind or with a compatible substitute material of those extensively deteriorated or missing parts of interior features when there are surviving prototypes, such as stairs, balustrades, wood paneling, columns, decorative wall finishes, and ornamental pressed-metal or plaster ceilings. Repairs should be physically and visually compatible.	Removing materials that could be repaired or using improper repair techniques.  Replacing an entire interior feature (such as a staircase, mantel, or door surround) or a finish (such as a plaster) when repair of materials and limited replacement of deteriorated or missing components are feasible.



[37] Exposed and painted ducts were appropriately installed here in a retail space in Denver's historic Union Station after considering other options that would have impacted the ceiling height, or damaged or obscured the ornamental plaster crown molding. *Photo: Heritage Consulting Group.*

[38] The rehabilitation project retained the industrial character of this historic factory building, which included installation of a fire-rated, clear glass enclosure that allows the stairway, an important interior feature, to remain visible.



[39] Leaving the ceiling structure exposed and installing exposed ductwork where it does not impact the windows, are appropriate treatments when rehabilitating an industrial building for another use.





## INTERIOR SPACES, FEATURES, AND FINISHES

### RECOMMENDED

### NOT RECOMMENDED

**Replacing** in kind an entire interior feature that is too deteriorated to repair (if the overall form and detailing are still evident) using the physical evidence as a model to reproduce the feature. Examples could include wainscoting, window and door surrounds, or stairs. If using the same kind of material is not feasible, then a compatible substitute material may be considered.

Removing a character-defining interior feature that is unrepairable and not replacing it, or replacing it with a new feature or finish that does not match the historic feature.

Using a substitute material for the replacement that does not convey the same appearance of the interior feature or that is physically incompatible.

Using a substitute material for the replacement that does not convey the same appearance of the interior feature or that is physically incompatible.

*The following work is highlighted to indicate that it is specific to Rehabilitation projects and should only be considered after the preservation concerns have been addressed.*

#### Designing the Replacement for Missing Historic Features

Designing and installing a new interior feature or finish when the historic feature or finish is completely missing. This could include missing walls, stairs, mantels, wood trim, and plaster, or even entire rooms if the historic spaces, features, and finishes are missing or have been destroyed by inappropriate alterations. The design may be an accurate restoration based on documentary and physical evidence, but only when the feature or finish to be replaced coexisted with the features currently in the building. Or, it may be a new design that is compatible with the size, scale, material, and color of the historic building.

Creating an inaccurate appearance because the replacement for the missing feature is based upon insufficient physical or historic documentation; is not a compatible design; or because the feature did not coexist with the feature currently on the building.

Introducing a new interior feature or finish that is incompatible in size, scale, material, color, and finish.

#### Alterations and Additions for a New Use

Installing new or additional systems required for a new use for the building, such as bathrooms and mechanical equipment, in secondary spaces to preserve the historic character of the most significant interior spaces.

Subdividing primary spaces, lowering ceilings, or damaging or obscuring character-defining features (such as fireplaces, windows, or stairways) to accommodate a new use for the building.



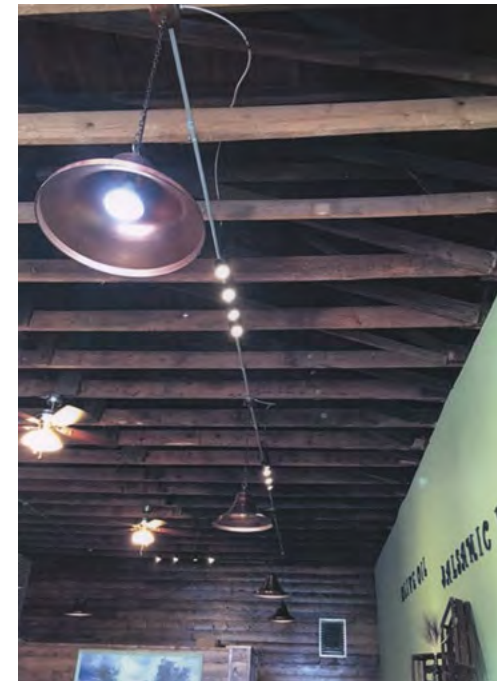
## INTERIOR SPACES, FEATURES, AND FINISHES

<b>RECOMMENDED</b>	<b>NOT RECOMMENDED</b>
Installing new mechanical and electrical systems and ducts, pipes, and cables in closets, service areas, and wall cavities to preserve the historic character of interior spaces, features, and finishes.	Installing ducts, pipes, and cables where they will obscure character-defining features or negatively impact the historic character of the interior.
Creating open work areas, when required by the new use, by selectively removing walls only in secondary spaces, less significant upper floors, or other less-visible locations to preserve primary public spaces and circulation systems.	
Retaining the configuration of corridors, particularly in buildings with multiple floors with repetitive plans (such as office and apartment buildings or hotels), where not only the floor plan is character defining, but also the width and the length of the corridor, doorways, transoms, trim, and other features, such as wainscoting and glazing.	Making extensive changes to the character of significant historic corridors by narrowing or radically shortening them, or removing their character-defining features.
Reusing decorative material or features that had to be removed as part of the rehabilitation work (including baseboards, door casing, paneled doors, and wainscoting) and reusing them in areas where these features are missing or are too deteriorated to repair.	Discarding historic material when it can be reused to replace missing or damaged features elsewhere in the building, or reusing material in a manner that may convey a false sense of history.
Installing permanent partitions in secondary, rather than primary, spaces whenever feasible. Removable partitions or partial-height walls that do not destroy the sense of space often may be installed in large character-defining spaces when required by a new use.	Installing partitions that abut windows and glazing or that damage or obscure character-defining spaces, features, or finishes.
Enclosing a character-defining interior stairway, when required by code, with fire-rated glass walls or large, hold-open doors so that the stairway remains visible and its historic character is retained.	Enclosing a character-defining interior stairway for safety or functional reasons in a manner that conceals it or destroys its character.
Locating new, code-required stairways or elevators in secondary and service areas of the historic building.	Making incompatible changes or damaging or destroying character-defining spaces, features, or finishes when adding new code-required stairways and elevators.



**[41] Not Recommended:** Leaving fragments of deteriorated or “sculpted” plaster is not a compatible treatment for either finished or unfinished interior spaces.

**[40] Not Recommended:** Removing a finished ceiling and leaving the structure exposed in a historic retail space does not meet the Standards for Rehabilitation.



**INTERIOR SPACES, FEATURES, AND FINISHES**

<b>RECOMMENDED</b>	<b>NOT RECOMMENDED</b>
Creating an atrium, light court, or lightwell to provide natural light when required for a new use only when it can be done in a manner that preserves significant interior spaces, features, and finishes or important exterior elevations.	Destroying or damaging character-defining interior spaces, features, or finishes, or damaging the structural system to create an atrium, light court, or lightwell.
Inserting a new floor, mezzanine, or loft when required for a new use if it does not damage or destroy significant interior features and finishes and is not visible from the exterior of the building.	Inserting a new floor, mezzanine, or loft that damages or destroys significant interior features or abuts window glazing and is visible from the exterior of the building, and, thus, negatively impacts its historic character.
Inserting a new floor, when necessary for a new use, only in large assembly spaces that are secondary to another assembly space in the building; in a space that has been greatly altered; or where character-defining features have been lost or are too deteriorated to repair.	Inserting a new floor in significant, large assembly spaces with distinctive features and finishes, which negatively impacts their historic character.
Installing exposed ductwork in a finished space when necessary to protect and preserve decorative or other features (such as column capitals, ornamental plaster or pressed-metal ceilings, coffers, or beams) that is designed, painted, and appropriately located so that it will have minimal impact on the historic character of the space.	Installing exposed ductwork in a finished space when necessary to protect and preserve decorative or other features that is not painted, or is located where it will negatively impact the historic character of the space.
Lowering ceilings, installing a dropped ceiling, or constructing soffits to conceal ductwork in a finished space when they will not result in extensive loss or damage to historic materials or decorative and other features, and will not change the overall character of the space or the exterior appearance of the building (i.e., lowered ceilings or soffits visible through window glazing).	Lowering ceilings, installing a dropped ceiling, or constructing soffits to conceal ductwork in a finished space in a manner that results in extensive loss or damage to historic materials or decorative and other features, and will change the overall character of the space or the exterior appearance of the building.
Installing a split system mechanical unit in a manner that will have minimal impact on the historic character of the interior and will result in minimal loss of historic building material.	Installing a split system mechanical unit without considering its impact on the historic character of the interior or the potential loss of historic building material.

## BUILDING SITE

### RECOMMENDED

**Identifying, retaining, and preserving** features of the building site that are important in defining its overall historic character. Site features may include walls, fences, or steps; circulation systems, such as walks, paths or roads; vegetation, such as trees, shrubs, grass, orchards, hedges, windbreaks, or gardens; landforms, such as hills, terracing, or berms; furnishings and fixtures, such as light posts or benches; decorative elements, such as sculpture, statuary, or monuments; water features, including fountains, streams, pools, lakes, or irrigation ditches; and subsurface archeological resources, other cultural or religious features, or burial grounds which are also important to the site.

### NOT RECOMMENDED

Removing or substantially changing buildings and their features or site features which are important in defining the overall historic character of the property so that, as a result, the character is diminished.



[42] This garden is an important character-defining landscape feature on this college campus.



**BUILDING SITE**

<b>RECOMMENDED</b>	<b>NOT RECOMMENDED</b>
<p>Retaining the historic relationship between buildings and the landscape.</p>	<p>Removing or relocating buildings or landscape features, thereby destroying the historic relationship between buildings and the landscape.</p> <p>Removing or relocating buildings on a site or in a complex of related historic structures (such as a mill complex or farm), thereby diminishing the historic character of the site or complex.</p> <p>Moving buildings onto the site, thereby creating an inaccurate historic appearance.</p> <p>Changing the grade level of the site if it diminishes its historic character. For example, lowering the grade adjacent to a building to maximize use of a basement, which would change the historic appearance of the building and its relation to the site.</p>
<p><b><i>Protecting and maintaining</i></b> buildings and site features by providing proper drainage to ensure that water does not erode foundation walls, drain toward the building, or damage or erode the landscape.</p>	<p>Failing to ensure that site drainage is adequate so that buildings and site features are damaged or destroyed; or, alternatively, changing the site grading so that water does not drain properly.</p>
<p>Correcting any existing irrigation that may be wetting the building excessively.</p>	<p>Neglecting to correct any existing irrigation that may be wetting the building excessively.</p>
<p>Minimizing disturbance of the terrain around buildings or elsewhere on the site, thereby reducing the possibility of destroying or damaging important landscape features, archeological resources, other cultural or religious features, or burial grounds.</p>	<p>Using heavy machinery or equipment in areas where it may disturb or damage important landscape features, archeological resources, other cultural or religious features, or burial grounds.</p>
<p>Surveying and documenting areas where the terrain will be altered to determine the potential impact to important landscape features, archeological resources, other cultural or religious features, or burial grounds.</p>	<p>Failing to survey the building site prior to beginning work, which may result in damage or loss of important landscape features, archeological resources, other cultural or religious features, or burial grounds.</p>

## BUILDING SITE

RECOMMENDED	NOT RECOMMENDED
Protecting (e.g., preserving in place) important site features, archeological resources, other cultural or religious features, or burial grounds.	Leaving known site features or archeological material unprotected so that it is damaged during rehabilitation work.
Planning and carrying out any necessary investigation before rehabilitation begins, using professional archeologists and methods, when preservation in place is not feasible.	Allowing unqualified personnel to perform data recovery on archeological resources, which can result in damage or loss of important archeological material
Preserving important landscape features through regularly-scheduled maintenance of historic plant material.	Allowing important landscape features or archeological resources to be lost, damaged, or to deteriorate due to inadequate protection or lack of maintenance
Protecting the building site and landscape features against arson and vandalism before rehabilitation work begins by erecting temporary fencing and by installing alarm systems keyed into local protection agencies.	Leaving the property unprotected and subject to vandalism before work begins so that the building site and landscape features, archeological resources, other cultural or religious features, or burial grounds can be damaged or destroyed.  Removing or destroying features from the site, such as fencing, paths or walkways, masonry balustrades, or plant material.
Installing protective fencing, bollards, and stanchions on a building site, when necessary for security, that are as unobtrusive as possible.	Installing protective fencing, bollards, and stanchions on a building site, when necessary for security, without taking into consideration their location and visibility so that they negatively impact the historic character of the site.
Providing continued protection and maintenance of buildings and landscape features on the site through appropriate grounds and landscape management.	Failing to protect and maintain materials and features from the restoration period on a cyclical basis so that deterioration of the site results.
Protecting buildings and landscape features when working on the site.	Failing to protect building and landscape features during work on the site or failing to repair damaged or deteriorated site features.

**BUILDING SITE**

<b>RECOMMENDED</b>	<b>NOT RECOMMENDED</b>
<p>Evaluating the overall condition of materials and features to determine whether more than protection and maintenance, such as repairs to site features, will be necessary.</p>	<p>Failing to undertake adequate measures to ensure the protection of the site.</p>
<p><b>Repairing</b> historic site features which have been damaged, are deteriorated, or have missing components order reestablish the whole feature and to ensure retention of the integrity of the historic materials. Repairs may include limited replacement in kind or with a compatible substitute material of those extensively deteriorated or missing parts of site features when there are surviving prototypes, such as paving, railings, or individual plants within a group (e.g., a hedge). Repairs should be physically and visually compatible.</p>	<p>Removing materials and features that could be repaired or using improper repair techniques.</p> <p>Replacing an entire feature of the site (such as a fence, walkway, or drive) when repair of materials and limited replacement of deteriorated or missing components are feasible.</p>



[43] The industrial character of the site was retained when this brewery complex was rehabilitated for residential use.



[44] **Not Recommended:** (a-b) The historic character of this plantation house (marked in blue on plan on opposite page) and its site was diminished and adversely impacted when multiple new buildings like this (#3 on plan) were constructed on the property (c).

## BUILDING SITE

### RECOMMENDED

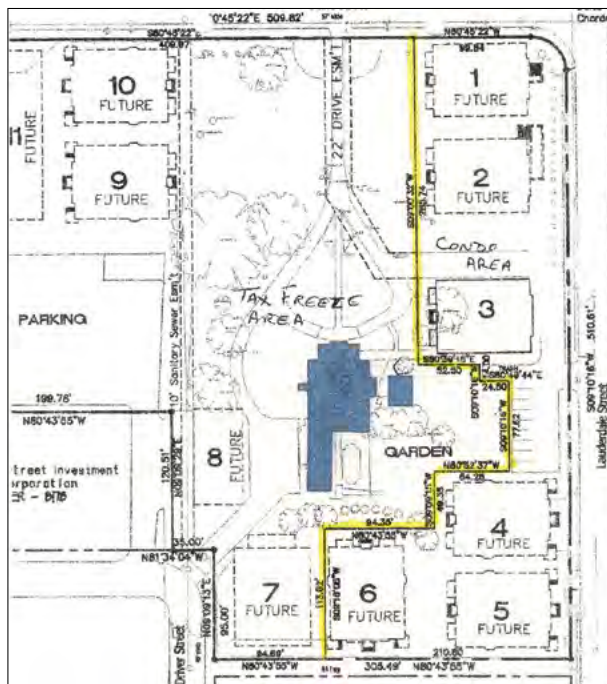
**Replacing** in kind an entire feature of the site that is too deteriorated to repair (if the overall form and detailing are still evident) using the physical evidence as a model to reproduce the feature. Examples could include a walkway or a fountain, a land form, or plant material. If using the same kind of material is not feasible, then a compatible substitute material may be considered.

### NOT RECOMMENDED

Removing a character-defining feature of the site that is unrepairable and not replacing it, or replacing it with a new feature that does not match.

Using a substitute material for the replacement that does not convey the same appearance of the surviving site feature or that is physically or ecologically incompatible.

Adding conjectural landscape features to the site (such as period reproduction light fixtures, fences, fountains, or vegetation) that are historically inappropriate, thereby creating an inaccurate appearance of the site.





**BUILDING SITE**

**RECOMMENDED**

**NOT RECOMMENDED**

*The following work is highlighted to indicate that it is specific to Rehabilitation projects and should only be considered after the preservation concerns have been addressed.*

**Designing the Replacement for Missing Historic Features**

Designing and installing a new feature on a site when the historic feature is completely missing. This could include missing outbuildings, terraces, drives, foundation plantings, specimen trees, and gardens. The design may be an accurate restoration based on documentary and physical evidence, but only when the feature to be replaced coexisted with the features currently on the site. Or, it may be a new design that is compatible with the historic character of the building and site.

Creating an inaccurate appearance because the replacement for the missing feature is based upon insufficient physical or historic documentation, is not a compatible design, or because the feature did not coexist with the features currently on the site.

Introducing a new feature, including plant material, that is visually incompatible with the site or that alters or destroys the historic site patterns or use.

**Alterations and Additions for a New Use**

Designing new onsite features (such as parking areas, access ramps, or lighting), when required by a new use, so that they are as unobtrusive as possible, retain the historic relationship between the building or buildings and the landscape, and are compatible with the historic character of the property.

Locating parking areas directly adjacent to historic buildings where vehicles may cause damage to buildings or landscape features or when they negatively impact the historic character of the building site if landscape features and plant materials are removed.

Designing new exterior additions to historic buildings or adjacent new construction that are compatible with the historic character of the site and preserves the historic relationship between the building or buildings and the landscape.

Introducing new construction on the building site which is visually incompatible in terms of size, scale, design, material, or color, which destroys historic relationships on the site, or which damages or destroys important landscape features, such as replacing a lawn with paved parking areas or removing mature trees to widen a driveway.

Removing non-significant buildings, additions, or site features which detract from the historic character of the site.

Removing a historic building in a complex of buildings or removing a building feature or a landscape feature which is important in defining the historic character of the site.

Locating an irrigation system needed for a new or continuing use of the site where it will not cause damage to historic buildings.

Locating an irrigation system needed for a new or continuing use of the site where it will damage historic buildings.



[45] Undertaking a survey to document archeological resources may be considered in some rehabilitation projects when a new exterior addition is planned.

## SETTING (DISTRICT / NEIGHBORHOOD)

### RECOMMENDED

**Identifying, retaining, and preserving** building and landscape features that are important in defining the overall historic character of the setting. Such features can include circulation systems, such as roads and streets; furnishings and fixtures, such as light posts or benches; vegetation, gardens and yards; adjacent open space, such as fields, parks, commons, or woodlands; and important views or visual relationships.

### NOT RECOMMENDED

Removing or substantially changing those building and landscape features in the setting which are important in defining the historic character so that, as a result, the character is diminished.



[46] The varied size, shapes, and architectural styles of these historic buildings are unique to this street in Christiansted, St. Croix, USVI, and should be retained in a rehabilitation project.

[47] Original paving stones contribute to the character of the historic setting and distinguish this block from other streets in the district.





## SETTING (DISTRICT / NEIGHBORHOOD)

### RECOMMENDED

Retaining the historic relationship between buildings and landscape features in the setting. For example, preserving the relationship between a town common or urban plaza and the adjacent houses, municipal buildings, roads, and landscape and streetscape features.

### NOT RECOMMENDED

Altering the relationship between the buildings and landscape features in the setting by widening existing streets, changing landscape materials, or locating new streets or parking areas where they may negatively impact the historic character of the setting.

Removing or relocating buildings or landscape features, thereby destroying the historic relationship between buildings and the landscape in the setting.



[48] Old police and fire call boxes, which are distinctive features in this historic district, have been retained, and now showcase work by local artists.

[49] Low stone walls are character-defining features in this hilly, early-20th-century residential neighborhood.



## SETTING (DISTRICT / NEIGHBORHOOD)

RECOMMENDED	NOT RECOMMENDED
<b>Protecting and maintaining</b> historic features in the setting through regularly-scheduled maintenance and grounds and landscape management.	Failing to protect and maintain materials in the setting on a cyclical basis so that deterioration of buildings and landscape features results.  Stripping or removing historic features from buildings or the setting, such as a porch, fencing, walkways, or plant material.
Installing protective fencing, bollards, and stanchions in the setting, when necessary for security, that are as unobtrusive as possible.	Installing protective fencing, bollards, and stanchions in the setting, when necessary for security, without taking into consideration their location and visibility so that they negatively impact the historic character of the setting.
Protecting buildings and landscape features when undertaking work in the setting.	Failing to protect buildings and landscape features during work in the setting.
Evaluating the overall condition of materials and features to determine whether more than protection and maintenance, such as repairs to materials and features in the setting, will be necessary.	Failing to undertake adequate measures to ensure the protection of materials and features in the setting.
<b>Repairing</b> features in the setting by reinforcing the historic materials. Repairs may include the replacement in kind or with a compatible substitute material of those extensively deteriorated or missing parts of setting features when there are surviving prototypes, such as fencing, paving materials, trees, and hedgerows. Repairs should be physically and visually compatible.	Failing to repair and reinforce damaged or deteriorated historic materials and features in the setting.  Removing material that could be repaired or using improper repair techniques.  Replacing an entire feature of the building or landscape in the setting when repair of materials and limited replacement of deteriorated or missing components are feasible.



**SETTING (DISTRICT / NEIGHBORHOOD)**

RECOMMENDED	NOT RECOMMENDED
<p><b>Replacing</b> in kind an entire building or landscape feature in the setting that is too deteriorated to repair (if the overall form and detailing are still evident) using the physical evidence as a model to reproduce the feature. If using the same kind of material is not feasible, then a compatible substitute material may be considered.</p>	<p>Removing a character-defining feature of the building or landscape from the setting that is unrepairable and not replacing it or replacing it with a new feature that does not match.</p> <p>Using a substitute material for the replacement that does not convey the same appearance of the surviving building or landscape feature in the setting or that is physically or ecologically incompatible.</p>
<p><i>The following work is highlighted to indicate that it is specific to Rehabilitation projects and should only be considered after the preservation concerns have been addressed.</i></p>	
<p><b>Designing the Replacement for Missing Historic Features</b></p>	
<p>Designing and installing a new feature of the building or landscape in the setting when the historic feature is completely missing. This could include missing steps, streetlights, terraces, trees, and fences. The design may be an accurate restoration based on documentary and physical evidence, but only when the feature to be replaced coexisted with the features currently in the setting. Or, it may be a new design that is compatible with the historic character of the setting.</p>	<p>Creating an inaccurate appearance because the replacement for the missing feature is based upon insufficient physical or historic documentation; is not a compatible design, or because the feature did not coexist with the features currently in the setting.</p> <p>Introducing a new building or landscape feature that is visually or otherwise incompatible with the setting's historic character (e.g., replacing low metal fencing with a high wood fence).</p>
<p><b>Alterations and Additions for a New Use</b></p>	
<p>Designing new features (such as parking areas, access ramps, or lighting), when required by a new use, so that they are as unobtrusive as possible, retain the historic relationships between buildings and the landscape in the setting, and are compatible with the historic character of the setting.</p>	<p>Locating parking areas directly adjacent to historic buildings where vehicles may cause damage to buildings or landscape features or when they negatively impact the historic character of the setting if landscape features and plant materials are removed.</p>
<p>Designing new exterior additions to historic buildings or adjacent new construction that are compatible with the historic character of the setting that preserve the historic relationship between the buildings and the landscape.</p>	<p>Introducing new construction into historic districts which is visually incompatible or that destroys historic relationships within the setting, or which damages or destroys important landscape features.</p>
<p>Removing non-significant buildings, additions, or landscape features which detract from the historic character of the setting.</p>	<p>Removing a historic building, a building feature, or landscape feature which is important in defining the historic character of the setting.</p>

## CODE-REQUIRED WORK

### RECOMMENDED

### NOT RECOMMENDED

*Sensitive solutions to meeting accessibility and life-safety code requirements are an important part of protecting the historic character of the building and site. Thus, work that must be done to meet use-specific code requirements should be considered early in planning a **Rehabilitation** of a historic building for a new use. Because code mandates are directly related to occupancy, some uses require less change than others and, thus, may be more appropriate for a historic building. Early coordination with code enforcement authorities can reduce the impact of alterations necessary to comply with current codes.*

### ACCESSIBILITY

Identifying the historic building's character-defining exterior features, interior spaces, features, and finishes, and features of the site and setting which may be affected by accessibility code-required work.

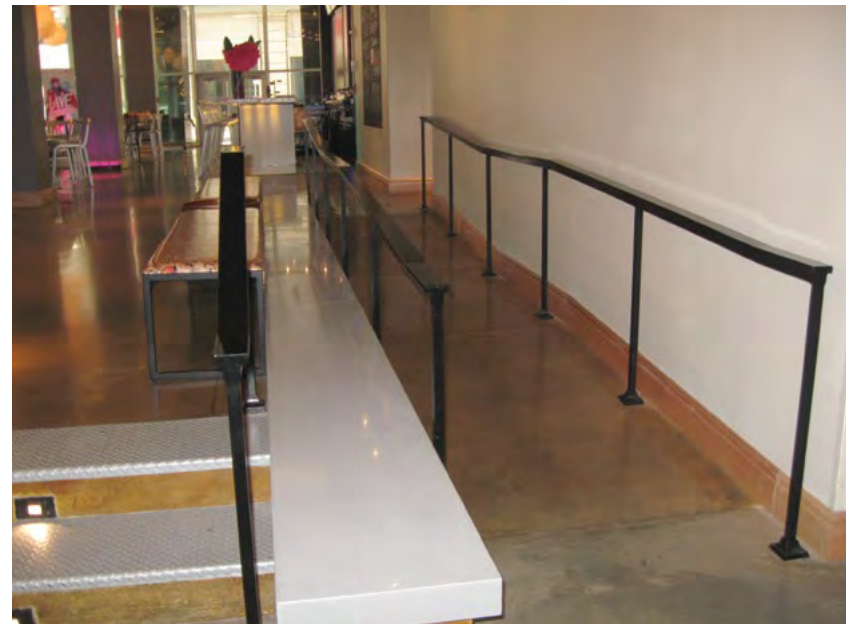
Undertaking accessibility code-required alterations before identifying those exterior features, interior spaces, features, and finishes, and features of the site and setting which are character defining and, therefore, must be preserved.

Complying with barrier-free access requirements in such a manner that the historic building's character-defining exterior features, interior spaces, features, and finishes, and features of the site and setting are preserved or impacted as little as possible.

Altering, damaging, or destroying character-defining exterior features, interior spaces, features, and finishes, or features of the site and setting while making modifications to a building, its site, or setting to comply with accessibility requirements.

[50] This kitchen in a historic apartment complex was rehabilitated to meet accessibility requirements.

[51] A new interior access ramp with a simple metal railing is compatible with the character of this mid-century-modern building.



## CODE-REQUIRED WORK

### RECOMMENDED

### NOT RECOMMENDED

<p>Working with specialists in accessibility and historic preservation to determine the most sensitive solutions to comply with access requirements in a historic building, its site, or setting.</p>	<p>Making changes to historic buildings, their sites, or setting without first consulting with specialists in accessibility and historic preservation to determine the most appropriate solutions to comply with accessibility requirements.</p>
<p>Providing barrier-free access that promotes independence for the user while preserving significant historic features.</p>	<p>Making modifications for accessibility that do not provide independent, safe access while preserving historic features.</p>
<p>Finding solutions to meet accessibility requirements that minimize the impact of any necessary alteration on the historic building, its site, and setting, such as compatible ramps, paths, and lifts.</p>	<p>Making modifications for accessibility without considering the impact on the historic building, its site, and setting.</p>

[52] The access ramp blends in with the stone façade of the First National Bank in Stephenville, TX, and is appropriately located on the side where it does not impact the historic character of the building. Photo: Nancy McCoy, QuimbyMcCoy Preservation Architecture, LLP.



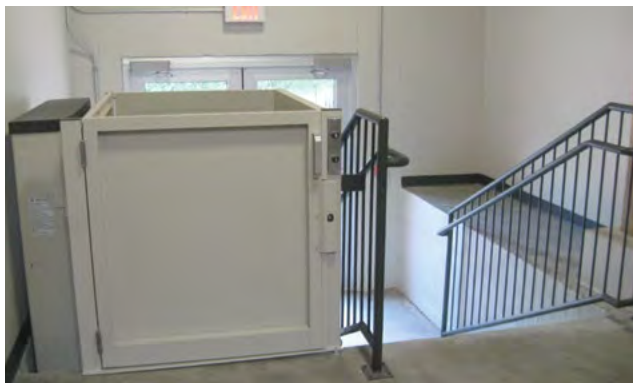
[53] This entrance ramp (right) is compatible with the historic character of this commercial building.



[54] The gently-sloped path in a historic park in Kansas City, MO, which accesses the memorial below, includes a rest area part way up the hill. Photo: STRATA Architecture + Preservation.

## CODE-REQUIRED WORK

RECOMMENDED	NOT RECOMMENDED
Using relevant sections of existing codes regarding accessibility for historic buildings that provide alternative means of code compliance when code-required work would otherwise negatively impact the historic character of the property.	
Minimizing the impact of accessibility ramps by installing them on secondary elevations when it does not compromise accessibility or by screening them with plantings.	Installing elevators, lifts, or incompatible ramps at a primary entrance, or relocating primary entrances to secondary locations to provide access without investigating other options or locations.
Adding a gradual slope or grade to the sidewalk, if appropriate, to access the entrance rather than installing a ramp that would be more intrusive to the historic character of the building and the district.	
Adding an exterior stair or elevator tower that is compatible with the historic character of the building in a minimally-visible location only when it is not possible to accommodate it on the interior without resulting in the loss of significant historic spaces, features, or finishes.	
Installing a lift as inconspicuously as possible when it is necessary to locate it on a primary elevation of the historic building.	
Installing lifts or elevators on the interior in secondary or less significant spaces where feasible.	Installing lifts or elevators on the interior in primary spaces which will negatively impact the historic character of the space.



[55] The lift is compatible with the industrial character of this former warehouse.



CODE-REQUIRED WORK

RECOMMENDED

NOT RECOMMENDED

LIFE SAFETY

Identifying the historic building's character-defining exterior features, interior spaces, features, and finishes, and features of the site and setting which may be affected by life-safety code-required work.
Complying with life-safety codes (including requirements for impact-resistant glazing, security, and seismic retrofit) in such a manner that the historic building's character-defining exterior features, interior spaces, features, and finishes, and features of the site and setting are preserved or impacted as little as possible.
Removing building materials only after testing has been conducted to identify hazardous materials, and using only the least damaging abatement methods.
Providing workers with appropriate personal equipment for protection from hazards on the worksite.
Working with code officials and historic preservation specialists to investigate systems, methods, or devices to make the building compliant with life-safety codes to ensure that necessary alterations will be compatible with the historic character of the building.
Using relevant sections of existing codes regarding life safety for historic buildings that provide alternative means of code compliance when code-required work would otherwise negatively impact the historic character of the building.

Undertaking life-safety code-required alterations before identifying those exterior features, interior spaces, features, and finishes, and features of the site and setting which are character defining and, therefore, must be preserved.
Altering, damaging, or destroying character-defining exterior features, interior spaces, features, and finishes, or features of the site and setting while making modifications to a building, its site, or setting to comply with life-safety code requirements.
Removing building materials without testing first to identify the hazardous materials, or using potentially damaging methods of abatement.
Removing hazardous or toxic materials without regard for workers' health and safety or environmentally-sensitive disposal of the materials.
Making life-safety code-required changes to the building without consulting code officials and historic preservation specialists, with the result that alterations negatively impact the historic character of the building.



[56 a-b] In order to continue in its historic use, the door openings of this 1916 Colonial Revival-style fire station had to be widened to accommodate the larger size of modern fire trucks. Although this resulted in some change to the arched door surrounds, it is minimal and does not negatively impact the historic character of the building. (a) Above, before; Photo: Fire and Emergency Medical Services Department (FEMS), Washington, D.C.; below, after.



[57] Workers wear protective clothing while removing lead paint from metal features.

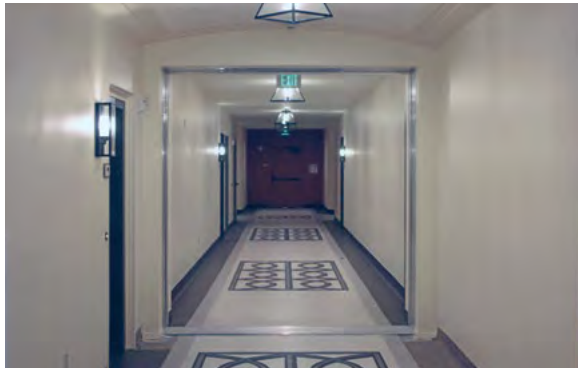


[59] (a-b) The decorative concrete balcony railings on this 1960s building did not meet life-safety code requirements. They were replaced with new glass railings with a fritted glass pattern matching the original design—a creative solution that satisfies codes, while preserving the historic appearance of the building when viewed from the street (c-d). Photos: (a, b, d) ERA Architects, Inc.; (c) Nathan Cyprys, photographer.



## CODE-REQUIRED WORK

RECOMMENDED	NOT RECOMMENDED
Upgrading historic stairways and elevators to meet life-safety codes so that they are not damaged or otherwise negatively impacted.	Damaging or making inappropriate alterations to historic stairways and elevators or to adjacent features, spaces, or finishes in the process of doing work to meet code requirements.
Installing sensitively-designed fire-suppression systems, such as sprinklers, so that historic features and finishes are preserved.	Covering character-defining wood features with fire-retardant sheathing, which results in altering their appearance.
Applying fire-retardant coatings when appropriate, such as intumescent paint, to protect steel structural systems.	Using fire-retardant coatings if they will damage or obscure character-defining features.
Adding a new stairway or elevator to meet life-safety code requirements in a manner that preserves adjacent character-defining features and spaces.	Altering, damaging, or destroying character-defining spaces, features, or finishes when adding a new code-required stairway or elevator.
Using existing openings on secondary or less-visible elevations or, if necessary, creating new openings on secondary or less-visible elevations to accommodate second egress requirements.	Using a primary or other highly-visible elevation to accommodate second egress requirements without investigating other options or locations.
Placing a code-required stairway or elevator that cannot be accommodated within the historic building in a new exterior addition located on a secondary or minimally-visible elevation.	Constructing a new addition to accommodate code-required stairs or an elevator on character-defining elevations or where it will obscure, damage, or destroy character-defining features of the building, its site, or setting.
Designing a new exterior stairway or elevator tower addition that is compatible with the historic character of the building.	



[58] Fire doors that retract into the walls have been installed here (not visible in photo) preserve the historic character of this corridor.

## RESILIENCE TO NATURAL HAZARDS

### RECOMMENDED

### NOT RECOMMENDED

*Resilience to natural hazards should be addressed as part of the treatment Rehabilitation. A historic building may have existing characteristics or features that help address or minimize the impacts of natural hazards. These should be used to best advantage and should be taken into consideration early in the planning stages of a rehabilitation project before proposing any new treatments. When new adaptive treatments are needed they should be carried out in a manner that will have the least impact on the historic character of the building, its site, and setting. .*

Identifying the vulnerabilities of the historic property to the impacts of natural hazards (such as wildfires, hurricanes, or tornadoes) using the most current climate information and data available.	Failing to identify and periodically reevaluate the potential vulnerability of the building, its site, and setting to the impacts of natural hazards.
Assessing the potential impacts of known vulnerabilities on character-defining features of the building, its site, and setting; and reevaluating and reassessing potential impacts on a regular basis.	
Documenting the property and character-defining features as a record and guide for future repair work, should it be necessary, and storing the documentation in a weatherproof location.	Failing to document the historic property and its character-defining features with the result that such information is not available in the future to guide repair or reconstruction work, should it be necessary.
Ensuring that historic resources inventories and maps are accurate, up to date, and accessible in times of emergency.	
Maintaining the building, its site, and setting in good repair, and regularly monitoring character-defining features.	Failing to regularly monitor and maintain the property and the building systems in good repair.
Using and maintaining existing characteristics and features of the historic building, its site, setting, and larger environment (such as shutters for storm protection or a site wall that keeps out flood waters) that may help to avoid or minimize the impacts of natural hazards	Allowing loss, damage, or destruction to occur to the historic building, its site, or setting by failing to evaluate potential future impacts of natural hazards or to plan and implement adaptive measures, if necessary to address possible threats.
Undertaking work to prevent or minimize the loss, damage, or destruction of the historic property while retaining and preserving significant features and the overall historic character of the building, its site, and setting.	Carrying out adaptive measures intended to address the impacts of natural hazards that are unnecessarily invasive or will otherwise adversely impact the historic character of the building, its site, or setting.





[60] In some instances, it may be necessary to elevate a historic building located in a floodplain to protect it. But this treatment is appropriate only if elevating the building will retain its historic character, including its relationship to the site, and its new height will be compatible with surrounding buildings if in a historic district. The house on the right, which has been raised only slightly, has retained its historic character. The house on the left has been raised several feet higher, resulting in a greater impact on the historic character of the house and the district.

## RESILIENCE TO NATURAL HAZARDS

RECOMMENDED	NOT RECOMMENDED
Ensuring that, when planning work to adapt for natural hazards, all feasible alternatives are considered, and that the options requiring the least alteration are considered first.	
Implementing local and regional traditions (such as elevating residential buildings at risk of flooding or reducing flammable vegetation around structures in fire-prone areas) for adapting buildings and sites in response to specific natural hazards, when appropriate. Such traditional methods may be appropriate if they are compatible with the historic character of the building, its site, and setting.	Implementing a treatment traditionally used in another region or one typically used for a different property type or architectural style which is not compatible with the historic character of the property.
Using special exemptions and variances when adaptive treatments to protect buildings from known hazards would otherwise negatively impact the historic character of the building, its site, and setting.	
Considering adaptive options, whenever possible, that would protect multiple historic resources, if the treatment can be implemented without negatively impacting the historic character of the district, or archeological resources, other cultural or religious features, or burial grounds.	

### Sustainability

Sustainability is usually a very important and integral part of the treatment **Rehabilitation**. Existing energy-efficient features should be taken into consideration early in the planning stages of a rehabilitation project before proposing any energy improvements. There are numerous treatments that may be used to upgrade a historic building to help it operate more efficiently while retaining its character.

The topic of sustainability is addressed in detail in **The Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines on Sustainability for Rehabilitating Historic Buildings**.

## NEW EXTERIOR ADDITIONS TO HISTORIC BUILDINGS AND RELATED NEW CONSTRUCTION

RECOMMENDED	NOT RECOMMENDED
<b>New Additions</b>	
Placing functions and services required for a new use (including elevators and stairways) in secondary or non-character-defining interior spaces of the historic building rather than constructing a new addition.	Expanding the size of the historic building by constructing a new addition when requirements for the new use could be met by altering non-character-defining interior spaces.
Constructing a new addition on a secondary or non-character-defining elevation and limiting its size and scale in relationship to the historic building.	Constructing a new addition on or adjacent to a primary elevation of the building which negatively impacts the building's historic character.
Constructing a new addition that results in the least possible loss of historic materials so that character-defining features are not obscured, damaged, or destroyed.	Attaching a new addition in a manner that obscures, damages, or destroys character-defining features of the historic building.
Designing a new addition that is compatible with the historic building.	Designing a new addition that is significantly different and, thus, incompatible with the historic building.
Ensuring that the addition is subordinate and secondary to the historic building and is compatible in massing, scale, materials, relationship of solids to voids, and color.	Constructing a new addition that is as large as or larger than the historic building, which visually overwhelms it (i.e., results in the diminution or loss of its historic character).



## NEW EXTERIOR ADDITIONS TO HISTORIC BUILDINGS AND RELATED NEW CONSTRUCTION

### RECOMMENDED

### NOT RECOMMENDED

Using the same forms, materials, and color range of the historic building in a manner that does not duplicate it, but distinguishes the addition from the original building.	Duplicating the exact form, material, style, and detailing of the historic building in a new addition so that the new work appears to be historic.
Basing the alignment, rhythm, and size of the window and door openings of the new addition on those of the historic building.	
Incorporating a simple, recessed, small-scale hyphen, or connection, to physically and visually separate the addition from the historic building.	
Distinguishing the addition from the original building by setting it back from the wall plane of the historic building.	

[61 a-b] The materials, design, and location at the back of the historic house are important factors in making this a compatible new addition. Photos: © Maxwell MacKenzie.





## NEW EXTERIOR ADDITIONS TO HISTORIC BUILDINGS AND RELATED NEW CONSTRUCTION

<b>RECOMMENDED</b>	<b>NOT RECOMMENDED</b>
Ensuring that the addition is stylistically appropriate for the historic building type (e.g., whether it is residential or institutional).	
Considering the design for a new addition in terms of its relationship to the historic building as well as the historic district, neighborhood, and setting.	



[62] The stair tower at the rear of this commercial building is a compatible new addition.

## NEW EXTERIOR ADDITIONS TO HISTORIC BUILDINGS AND RELATED NEW CONSTRUCTION

### RECOMMENDED

### NOT RECOMMENDED

#### Rooftop Additions

Designing a compatible rooftop addition for a multi-story building, when required for a new use, that is set back at least one full bay from the primary and other highly-visible elevations and that is inconspicuous when viewed from surrounding streets.

Constructing a rooftop addition that is highly visible, which negatively impacts the character of the historic building, its site, setting, or district.

[ 63] (a) A mockup should be erected to demonstrate the visibility of a proposed rooftop addition and its potential impact on the historic building. Based on review of this mockup (orange marker), it was determined that the rooftop addition would meet the Standards (b). The addition is unobtrusive and blends in with the building behind it.



## NEW EXTERIOR ADDITIONS TO HISTORIC BUILDINGS AND RELATED NEW CONSTRUCTION

<b>RECOMMENDED</b>	<b>NOT RECOMMENDED</b>
<p>Limiting a rooftop addition to one story in height to minimize its visibility and its impact on the historic character of the building.</p>	<p>Constructing a highly-visible, multi-story rooftop addition that alters the building's historic character.</p> <p>Constructing a rooftop addition on low-rise, one- to three-story historic buildings that is highly visible, overwhelms the building, and negatively impacts the historic district.</p> <p>Constructing a rooftop addition with amenities (such as a raised pool deck with plantings, HVAC equipment, or screening) that is highly visible and negatively impacts the historic character of the building.</p>



**[64] Not Recommended:**  
It is generally not appropriate to construct a rooftop addition on a low-rise, two- to three-story building such as this, because it negatively affects its historic character.



## NEW EXTERIOR ADDITIONS TO HISTORIC BUILDINGS AND RELATED NEW CONSTRUCTION

**RECOMMENDED**

**NOT RECOMMENDED**

**Related New Construction**

Adding a new building to a historic site or property only if the requirements for a new or continuing use cannot be accommodated within the existing structure or structures.

Adding a new building to a historic site or property when the project requirements could be accommodated within the existing structure or structures.

Locating new construction far enough away from the historic building, when possible, where it will be minimally visible and will not negatively affect the building's character, the site, or setting.

Placing new construction too close to the historic building so that it negatively impacts the building's character, the site, or setting.

[65] (a) This (far left) is a compatible new outbuilding constructed on the site of a historic plantation house (b). Although traditional in design, it is built of wood to differentiate it from the historic house (which is scored stucco) located at the back of the site so as not to impact the historic house, and minimally visible from the public right-of-way (c).





## NEW EXTERIOR ADDITIONS TO HISTORIC BUILDINGS AND RELATED NEW CONSTRUCTION

RECOMMENDED	NOT RECOMMENDED
Designing new construction on a historic site or in a historic setting that it is compatible but differentiated from the historic building or buildings.	Replicating the features of the historic building when designing a new building, with the result that it may be confused as historic or original to the site or setting.
Considering the design for related new construction in terms of its relationship to the historic building as well as the historic district and setting.	
Ensuring that new construction is secondary to the historic building and does not detract from its significance.	<p>Adding new construction that results in the diminution or loss of the historic character of the building, including its design, materials, location, or setting.</p> <p>Constructing a new building on a historic property or on an adjacent site that is much larger than the historic building.</p> <p>Designing new buildings or groups of buildings to meet a new use that are not compatible in scale or design with the character of the historic building and the site, such as apartments on a historic school property that are too residential in appearance.</p>
Using site features or land formations, such as trees or sloping terrain, to help minimize the new construction and its impact on the historic building and property.	
Designing an addition to a historic building in a densely-built location (such as a downtown commercial district) to appear as a separate building or infill, rather than as an addition. In such a setting, the addition or the infill structure must be compatible with the size and scale of the historic building and surrounding buildings—usually the front elevation of the new building should be in the same plane (i.e., not set back from the historic building). This approach may also provide the opportunity for a larger addition or infill when the façade can be broken up into smaller elements that are consistent with the scale of the historic building and surrounding buildings.	



THE CITY OF  
**OXFORD**



**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**

Q-73229-1

**Date:**

4/16/2024 8:08 AM

**Customer:**

OXFORD, MISSISSIPPI

Product Name	DESCRIPTION	QTY	TOTAL
Semi-Annual Print Supplementation Service Included	Print Schedule - 5, 11	1.00	USD 0.00
Printed Copies and Freight Included – up to [#] copies	Printed Copies and Freight Included – up to [5] copies	5.00	USD 0.00
Full-Service Supplementation Subscription	Full-Service Supplementation Subscription	1.00	USD 5,975.00
Custom OrdBank Subscription	OrdBank Subscription	1.00	USD 425.00
Annual Recurring Supplement Services - Initial Term			USD 6,400.00
Annual Recurring Supplement Services - (Subject to Uplift)			USD 6,400.00

1. This Statement of Work (“SOW”) is between The City of Oxford (“Customer”) and CivicPlus, LLC (“CivicPlus”), the acquirer and sole owner of Municode, LLC f/k/a Municipal Code Corporation, and incorporates and is subject to the terms and conditions located at Addendum 1 attached to this SOW.

2. This SOW shall begin on 8/1/2024 (“Effective Date”) and all the services provided to Customer listed in the above line items (the “Services”) shall align to renew annually on each anniversary of the Effective Date (“Renewal Date”). Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to 5% annual increase. Customer will pay all invoices within 30 days of the date of such invoice.

**Acceptance**

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Printed Name:

Printed Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:

7/3/2024



Addendum 1

<p>This agreement ("Agreement") is explicitly agreed to by the Customer listed on the Statement of Work. All terms used in this Agreement that are not otherwise defined shall have the definition ascribed to it in the Statement of Work.</p> <p>1. Scope of Services. The Services provided to Customer under this Agreement are set forth in the CivicPlus Statement of Work signed by the parties (the "SOW"). Customer may purchase additional services for additional cost at any time upon mutual written consent of the Parties, including but not limited to updating the frequency of Supplement updates, additional labor required because of delays, errors or omissions on the part of Customer.</p> <p>2. Limitations of Services. Annual Recurring Supplement Service does NOT include:</p> <ul style="list-style-type: none"><li>• Additional copies, reprints, binders, and tab orders;</li><li>• Documents drafted in InDesign or that contain form-based code requirements, are subject to additional editorial fees;</li><li>• Documents that contain: multiple tables, graphics, unique formatting requirements, or any other form-based code requirements;</li><li>• Legal work, creation of fee schedules, gender-neutral review/implementation, external linking;</li><li>• Codifying complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent). This work is subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s). Quote provided upon receipt of material;</li><li>• Codifying a newly adopted full Chapter/Title/Appendix. This may be subject to a one-time additional editorial fee and an increase in the annual supplement rate and online hosting fee(s). Material to be reviewed upon receipt;</li><li>• Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt;</li><li>• Adding entirely new material such as but not limited to new Zoning chapters will be covered in your current annual cost. However, the addition will lead to an increase in your annual cost upon your next renewal. We will work with you to provide a revised annual cost.</li><li>• The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request; and</li><li>• Online Code hosting and online features, this is listed separately.</li></ul> <p>For services outside the scope of the Annual Recurring Supplement Services, a per page rate of \$23 will be applied.</p> <p>3. Each document for processing should be its own individual file, named by its ordinance number. Customer should send in all documents to CivicPlus as MS WORD versions or a convertible PDF version.</p>	<p>4. Term and Termination. This Agreement shall remain in full force and effect for an initial period of one year commencing on the Effective Date ("Initial Term"), at the end of the Initial Term, this Agreement shall automatically renew for additional one-year terms (each a "Renewal Term"). If either Party does not intend to renew this Agreement, they shall provide sixty days prior notice to the end of the then-current term. Either party may terminate this Agreement for cause in the event the other party materially breaches any term of this Agreement and does not substantially cure such breach within thirty days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination.</p> <p>5. Compensation. Unless otherwise stated in an SOW signed by the Customer, the Customer shall pay CivicPlus for the Services annually at the start of each Renewal Term, within 30 days of the date an invoice is sent.</p> <p>6. Integration. This Agreement sets forth the entire agreement between and among the parties with respect to the Services. This Agreement supersedes all prior written or oral agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.</p> <p>7. Limitation of Liability. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed five times the amounts paid by Customer for the Services in the year prior to such claim of liability. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.</p> <p>8. Ownership. Customer shall own all right, title, and interest in and to the code created under this Agreement. Customer is responsible for providing all necessary and correct documentation, materials and communication in a timely manner in order to enable CivicPlus to perform the Services and acknowledges CivicPlus cannot begin performance of the Services until all necessary documentation, materials and communication is received.</p> <p>9. Customer acknowledges that any legal analysis provided by CivicPlus is provided to Customer for their use and direction. However, Customer agrees the Services provided for herein do not review legal codes for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about Customer's legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of any particular situation or establish an attorney-Customer relationship. CivicPlus is not a law firm and may not perform services performed by an attorney, and the Services contemplated herein do not constitute a substitute for the advice or services of an attorney.</p> <p>10. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, damage or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.</p>
---	--

**Contact Information**

**Organization** URL

---

Street Address

---

Address 2

---

City State Postal Code

---

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).  
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for  
ensuring CivicPlus has current updates.

---

**Emergency Contact & Mobile Phone**

---

**Emergency Contact & Mobile Phone**

---

**Emergency Contact & Mobile Phone**

---

**Billing Contact** E-Mail

---

Phone Ext. Fax

---

Billing Address

---

Address 2

---

City State Postal Code

---

Tax ID # Sales Tax Exempt #

---

Billing Terms Account Rep

---

Info Required on Invoice (PO or Job #)

---

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [     ] or N [     ]

---

Please list all external sources: \_\_\_\_\_

---

**Contract Contact** Email

---

Phone Ext. Fax

---

**Project Contact** Email

---

Phone Ext. Fax



**OXFORD**  
GENERAL  
GOVERNMENT

# MEMORANDUM

---

**To:** Board of Aldermen

**From:** Mark Levy, PLA

**CC:** Brad Freeman, Clay Brownlee, Bart Robinson, PE

**Date:** July 16, 2024

**Re:** Consider bids for mTrade Park Pavilion

---

Three bids were received for the mTrade Park Pavilion project on July 9th 10:00 am.

Contractor	Base Bid	Alternate 1	Alternate 2	Total
J.P. General Contractors	\$379,500.00	\$55,000.00	\$71,500.00	\$506,000.00
Heritage Buildings, LLC	\$320,310.00	\$56,300.00	\$45,710.00	\$422,320.00
Southern General Contractors	\$287,000.00	\$51,000.00	\$20,000.00	\$358,000.00

The base bid includes all labor and materials to construct the 50' x 110' pavilion, including site work, utilities, and drainage. Alternate 1 is for industrial fans, and Alternate 2 is for a brick knee wall surrounding the 6,050 square foot structure.

mTrade is requesting permission to accept the base bid and alternates one and two and enter a contract with Southern General Contractors for \$358,000.00. If approved, construction will begin the first of August and be completed by November 1<sup>st</sup>.

Building plans and the bid tabulation is enclosed.



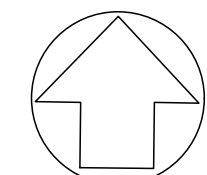


**OXFORD**

GENERAL  
GOVERNMENT

107 Courthouse Square  
Oxford, Mississippi 38655

Mark Levy, PLA, ASLA



0 20' 40'  
Scale: 1"=20'-0"

NOTES:

1. NO WORK OF ANY TYPE IS PERMITTED WITHIN THE 50' BUFFER.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE NO SILT OR RUNOFF ENTERS THE CREEK. SILT FENCES AND ALL OTHER EROSION CONTROL MEASURES SHOULD BE TAKEN.
3. THE LOCATION OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE ONLY. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL CONTACT THE UTILITY OWNERS AND REQUEST THEM TO PROPERLY LOCATE THEIR RESPECTIVE UTILITY ON THE GROUND.
4. PRIOR TO SUBMITTING HIS BID, THE CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR CONTACTING OWNERS OF ALL AFFECTED UTILITIES IN ORDER TO DETERMINE THE EXTENT TO WHICH UTILITY RELOCATIONS AND/OR ADJUSTMENTS WILL HAVE UPON THE SCHEDULE OF WORK FOR THE PROJECT. WHILE SOME WORK MAY BE REQUIRED 'AROUND' UTILITY FACILITIES THAT WILL REMAIN IN PLACE, OTHER UTILITY FACILITIES MAY NEED TO BE ADJUSTED CONCURRENTLY WITH THE CONTRACTOR'S OPERATIONS. THE CONTRACTOR WILL PROVIDE ALL NECESSARY PROTECTIVE MEASURES TO SAFEGUARD EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION OF THIS PROJECT.
5. CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL EROSION CONTROL MEASURES TO PREVENT SILT FROM ENTERING EXISTING ADJACENT CREEK. SILT FENCES AND INLET PROTECTION IS TO BE INCLUDED.



**mTrade Park Pavilion**  
 328 Old Sardis Road  
 Oxford, Mississippi

REVISIONS:	
DATE:	06/28/2024
DRAWN BY:	Mark Levy
DEMOLITION PLAN	
SHEET NO.	

**L101**

G:\Public Works\Engineering Projects\mTrade Pavilion\mTrade Pavilion-addendum.dwg SAVE:6/27/2024 11:37 AM PLOT:6/27/2024 11:39 AM

DEMOLITION PLAN  
SCALE: 1"=20'

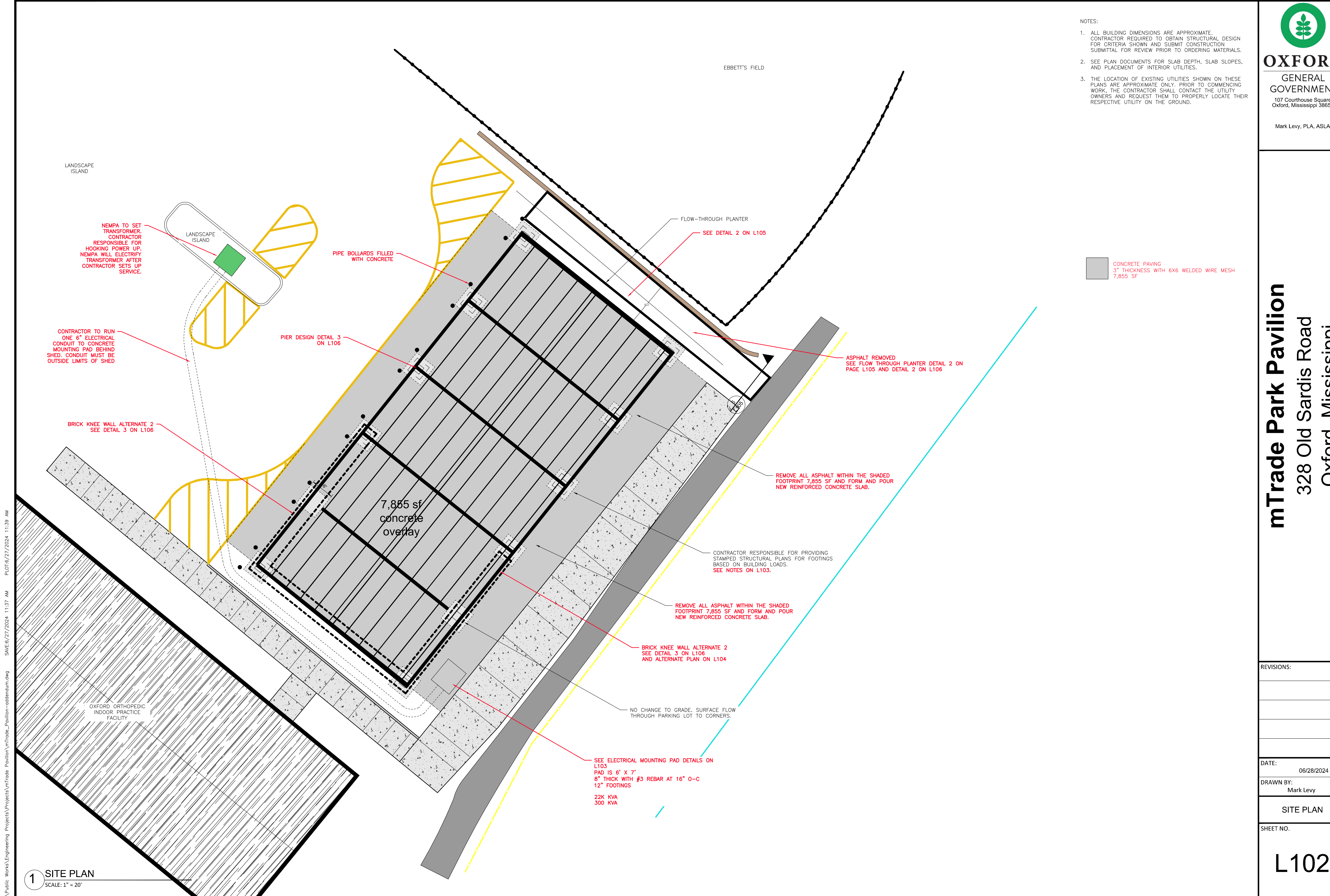




**mTrade Park Pavilion**  
328 Old Sardis Road  
Oxford, Mississippi

- NOTES:
1. ALL BUILDING DIMENSIONS ARE APPROXIMATE. CONTRACTOR REQUIRED TO OBTAIN STRUCTURAL DESIGN FOR CRITERIA SHOWN AND SUBMIT CONSTRUCTION SUBMITTAL FOR REVIEW PRIOR TO ORDERING MATERIALS.
  2. SEE PLAN DOCUMENTS FOR SLAB DEPTH, SLAB SLOPES, AND PLACEMENT OF INTERIOR UTILITIES.
  3. THE LOCATION OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE ONLY. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL CONTACT THE UTILITY OWNERS AND REQUEST THEM TO PROPERLY LOCATE THEIR RESPECTIVE UTILITY ON THE GROUND.

CONCRETE PAVING  
3" THICKNESS WITH 6X6 WELDED WIRE MESH  
7,855 SF



G:\Public Works\Engineering Projects\mTrade Pavilion\mTrade\_Pavilion-addendum.dwg SAVE:6/27/2024 11:37 AM PLOT:6/27/2024 11:39 AM

**1** SITE PLAN  
SCALE: 1" = 20'

REVISIONS:	
DATE:	06/28/2024
DRAWN BY:	Mark Levy
SITE PLAN	
SHEET NO.	L102





**OXFORD**

GENERAL  
GOVERNMENT

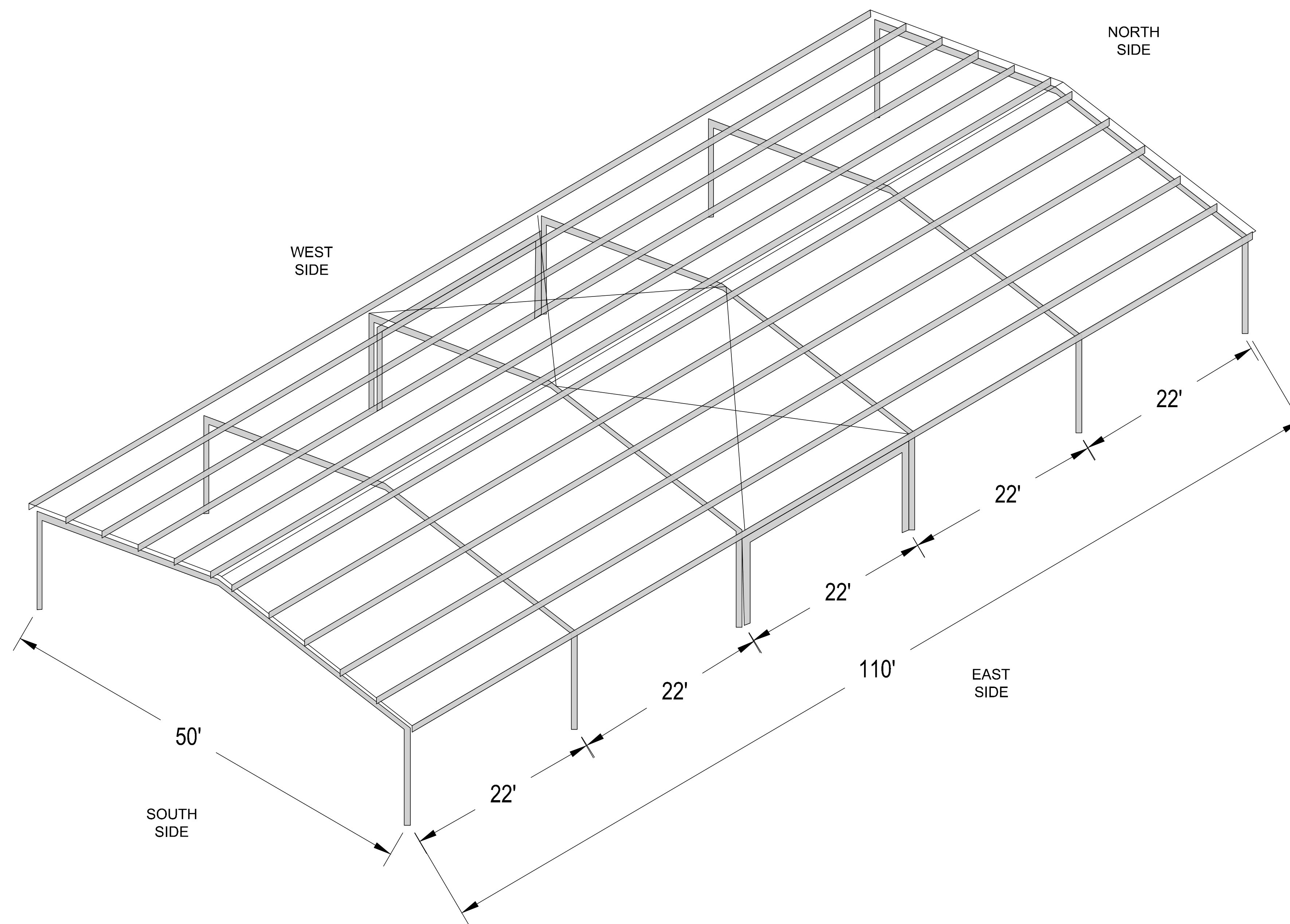
107 Courthouse Square  
Oxford, Mississippi 38655

Mark Levy, PLA, ASLA

**mTrade Park Pavilion**  
328 Old Sardis Road  
Oxford, Mississippi

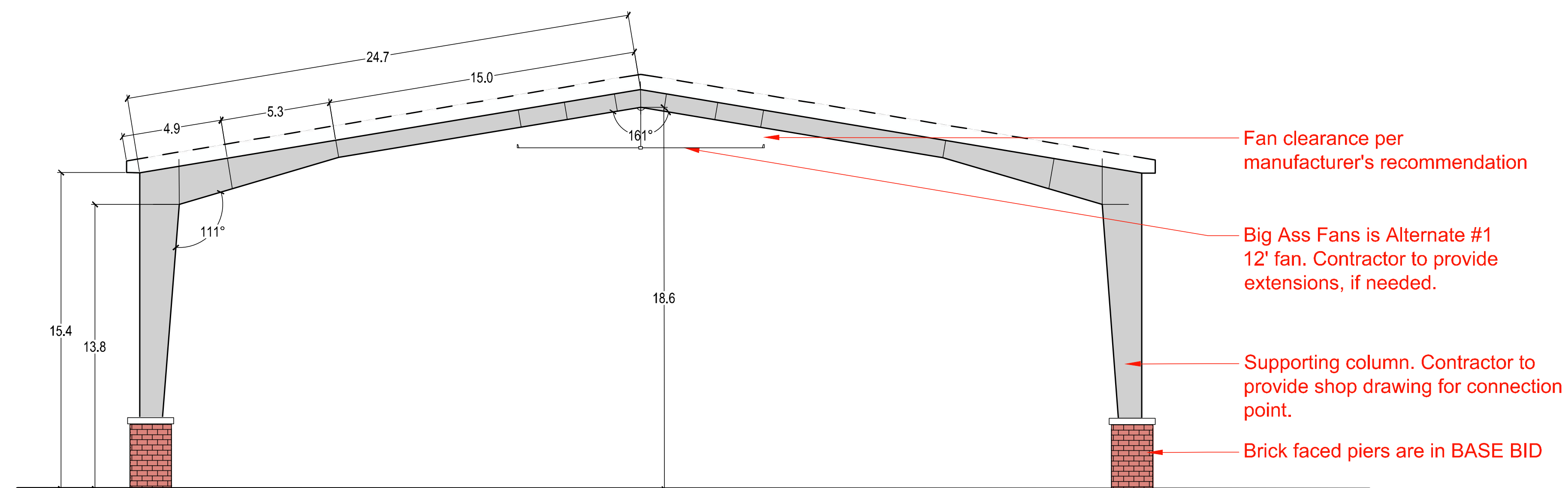
NOTES:

1. ALL BUILDING DIMENSIONS SHOWN ARE APPROXIMATE. CONTRACTOR REQUIRED TO OBTAIN STRUCTURAL DESIGN FOR CRITERIA SHOWN AND SUBMIT CONSTRUCTION SUBMITTAL FOR REVIEW PRIOR TO ORDERING MATERIALS.
2. MANUFACTURER OF METAL BUILDING MUST BE REGULARLY ENGAGED, FOR THE PAST 10 YEARS, IN THE MANUFACTURING OF METAL BUILDING SYSTEMS OF SIMILAR TYPE TO THAT SPECIFIED.
3. ACCREDITED BASED ON IAS ACCREDITATION CRITERIA AC472 AND REQUIREMENTS IN INTERNATIONAL BUILDING CODE (IBC), CHAPTER 17.
4. INSTALLERS MUST BE REGULARLY ENGAGED, FOR THE PAST 5 YEARS, IN INSTALLATION OF METAL BUILDING SYSTEMS OF SIMILAR TYPE TO THAT SPECIFIED.
5. CERTIFICATE OF DESIGN AND MANUFACTURING PERFORMANCE: METAL BUILDING SYSTEM MANUFACTURER SHALL SUBMIT WRITTEN CERTIFICATION PREPARED AND SIGNED BY A PROFESSIONAL ENGINEER, REGISTERED TO PRACTICE IN MISSISSIPPI VERIFYING THAT BUILDING SYSTEM DESIGN AND METAL ROOF SYSTEM DESIGN (INCLUDING PANELS, CLIPS, AND SUPPORT SYSTEM COMPONENTS) MEET INDICATED LOADING REQUIREMENTS AND CODES OF AUTHORITIES HAVING JURISDICTION.



**1** ISO METRIC ELEVATION

1"=8' 0"



**2** SIDE ELEVATION

1"=4' 0"

REVISIONS:

DATE: 06/28/2024

DRAWN BY: Mark Levy

PAVILION  
ELEVATIONS


SHEET NO.

**L103**

c:\Public Works\Engineering Projects\mTrade Pavilion\mTrade Pavilion-addendum.dwg SAVE:6/27/2024 11:37 AM PLOT:6/27/2024 11:39 AM

	Contractor	Certificate of Responsibility	Bid Bond	Addendum acknowledged	Base Bid	Alternate 1	Alternate 2
1	J.P. Corp General Contractors,	22936-MC	The Gray Casualty & Surety Company	Yes	\$379,500.00	\$55,000.00	\$71,500.00
2	Worsham Brothers	00034-MC	No bid	NA	NA	NA	NA
3	Heritage Builders, LLC	19092-MC	Western Surety Company	Yes	\$320,310.00	\$56,300.00	\$45,710.00
4	Southern General Contractors	17664-MC	FCCI Insurance Company	Yes	\$287,000.00	\$51,000.00	\$20,000.00
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 Lewy, PLA, ASLA  
 7/9/2024  
 Date



	Contractor	Certificate of Responsibility	Bid Bond	Addendum acknowledged	Base Bid	Alternate 1	Alternate 2
1	J.P. Corp General Contractors,	22936-MC	The Gray Casualty & Surety Company	Yes	\$379,500.00	\$55,000.00	\$71,500.00
2	Worsham Brothers	00034-MC	No bid	NA	NA	NA	NA
3	Heritage Builders, LLC	19092-MC	Western Surety Company	Yes	\$320,310.00	\$56,300.00	\$45,710.00
4	Southern General Contractors	17664-MC	FCCI Insurance Company	Yes	\$287,000.00	\$51,000.00	\$20,000.00
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, PLA, ASLA  
 7/9/2024  
 Date



**BID FORM**

**PROJECT IDENTIFICATION:**

mTrade Park Pavilion

**THIS BID IS SUBMITTED TO:**

City of Oxford  
107 Courthouse Square  
Oxford, Mississippi 38655

**1.01** The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**2.01** BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to BIDDERS, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that BIDDER may agree to in writing upon request of OWNER.

**3.01** In submitting this Bid, BIDDER represents, as set forth in the Agreement, that:

A. BIDDER has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>6/28/24</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. BIDDER has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. BIDDER has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by BIDDER, and safety precautions and programs incident thereto.

F. BIDDER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. BIDDER is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

**ADDENDUM NO. 1**

**FROM:** Mark R. Levy, PLA, ASLA  
City of Oxford  
107 Courthouse Square  
Oxford, MS 38655

For answers to questions please email [mlevy@oxfordms.net](mailto:mlevy@oxfordms.net)  
or phone: 662-832-0029

**PROJECT:** mTrade Park Pavilion  
328 Old Sardis Road  
Oxford, MS 38655

**ADDENDUM DATE:** JUNE 28, 2024

**PLEASE BIND THIS ADDENDUM WITH YOUR SPECIFICATIONS**

THIS ADDENDUM INCLUDES (X) 8-1/2 x 11 PAGES

**CHANGES TO SPECIFICATION**

Please update Page 13 BID FORM, and Page 19 of the STANDARD FORM OF AGREEMENT to include two alternates. Alternate 1 is for procurement and installation of fans, and Alternate 2 is for the labor and materials to install brick and cast concrete cap knee wall. All changes in the specifications are highlighted in **RED**. There are no other changes to the specifications. See reference below:

**BASE BID**

**LUMP SUM FOR FABRICATION AND INSTALLATION OF mTRADE PARK PAVILION**

THREE HUNDRED SEVENTY-NINE THOUSAND <sup>FIVE HUNDRED</sup> (\$ 379,500.<sup>00</sup>)  
(Use words) (Figures)

**ALTERNATE 1**

**LUMP SUM FOR PROCUREMENT AND INSTALLATION OF FANS**

FIFTY-FIVE THOUSAND (\$ 55,000.<sup>00</sup>)  
(Use words) (Figures)

**ALTERNATE 2**

**LUMP SUM FOR LABOR AND MATERIALS FOR BRICK AND CAST CONCRETE CAP KNEE WALL**

SEVENTY-ONE THOUSAND FIVE HUNDRED (\$ 71,500.<sup>00</sup>)  
(Use words) (Figures)

- I. BIDDER has given PROJECT MANAGER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and the written resolution thereof by PROJECT MANAGER is acceptable to BIDDER.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

**4.01** BIDDER further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any individual or entity to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

**5.01** BIDDER will complete the Work in accordance with the Contract Documents for the following price:

**LUMP SUM FOR FABRICATION AND INSTALLATION OF mTRADE PARK PAVILION**

\_\_\_\_\_ (\$ \_\_\_\_\_ )  
 (Use words) (Figures)

**6.01** Because time is of the essence, BIDDER agrees that metal building project will be substantially completed by 12:00 AM on November 1<sup>st</sup>. There will be no added days for material delays.

**7.01** BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

**8.01** The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of certified check or bid bond;
- B. A tabulation of Subcontractors, Suppliers [and other] individuals and entities required to be identified in this Bid;
- C. Required BIDDER qualifications statement with supporting data

**9.01** The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to BIDDERS, the General Conditions, and the Supplementary Conditions.

SUBMITTED on 7/9/24.

State Contractor License No. 22936-mc (BID WILL NOT BE CONSIDERED WITHOUT MS CONTRACTOR'S LICENSE)

if BIDDER is:

An Individual

Name (typed or printed): \_\_\_\_\_  
 By: \_\_\_\_\_ (SEAL)  
 (Individual's signature)  
 Doing business as: \_\_\_\_\_  
 Business address: \_\_\_\_\_  
 Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)  
 By: \_\_\_\_\_  
 (Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Corporation

Corporation Name: J.P. CORP GENERAL CONTRACTORS (SEAL)

State of Incorporation: MISSISSIPPI

Type (General Business, Professional, Service, Limited Liability): GENERAL BUSINESS

By: [Signature]  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): JOSH PARKER

Title: PRESIDENT

Attest [Signature] (CORPORATE SEAL)  
(Signature of Corporate Secretary)

Business address: 2411 S. LAMAR BLVD. , OXFORD, MS 38655

Phone No.: 662-871-4850 FAX No.: \_\_\_\_\_

Date of Qualification to do business is 10/1/18

A Joint Venture

Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Phone and FAX Number, and Address for receipt of official communications:

\_\_\_\_\_  
\_\_\_\_\_



(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE J P Corp General Contractors  
515 Deer Creek Drive, Oxford, MS 38655

as Principal, hereinafter called the Principal, and The Gray Casualty & Surety Company  
P.O. Box 6202, Metairie, LA 70009-6202

a corporation duly organized under the laws of the State of LA

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Oxford

107 Courthouse Square, Oxford, MS 38655

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for The construction of a new 50' x 110' metal building at Mtrade Park.  
328 Old Sardis Road, Oxford, MS 38655

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 9th day of July, 2024

Kelly Carpenter  
(Witness)

[Signature]  
(Witness)



J P Corp General Contractors

By: [Signature] (Principal) (Seal)  
PROSIDENT (Title)

The Gray Casualty & Surety Company

By: [Signature] (Surety) (Seal)  
Attorney-in-Fact Fielden Mitts (Title)

**THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY**

**GENERAL POWER OF ATTORNEY**

**Bond Number:** Bid Bond  
**Principal:** J P Corp General Contractors  
**Obligee:** City of Oxford

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Fielden Mitts

on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the 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 signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28<sup>th</sup> day of October, 2021.



By:

Michael T. Gray  
President  
The Gray Insurance Company

Cullen S. Piske  
President  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 28<sup>th</sup> day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican  
Notary Public  
Notary ID No. 92653  
Orleans Parish, Louisiana

Leigh Anne Henican  
Notary Public, Parish of Orleans State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 9<sup>th</sup> day of July, 2024.

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 9<sup>th</sup> day of July, 2024.



**BID FORM**

**PROJECT IDENTIFICATION:**

mTrade Park Pavilion

**THIS BID IS SUBMITTED TO:**

City of Oxford  
107 Courthouse Square  
Oxford, Mississippi 38655

**1.01** The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**2.01** BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to BIDDERS, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that BIDDER may agree to in writing upon request of OWNER.

**3.01** In submitting this Bid, BIDDER represents, as set forth in the Agreement, that:

A. BIDDER has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>6/28/24</u>
_____	_____
_____	_____

B. BIDDER has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. BIDDER has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by BIDDER, and safety precautions and programs incident thereto.

F. BIDDER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. BIDDER is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.



- I. BIDDER has given PROJECT MANAGER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and the written resolution thereof by PROJECT MANAGER is acceptable to BIDDER.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 BIDDER further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any individual or entity to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

5.01 BIDDER will complete the Work in accordance with the Contract Documents for the following price:

**BASE BID  
LUMP SUM FOR FABRICATION AND INSTALLATION OF mTRADE PARK PAVILION**

Three hundred twenty thousand three hundred ten & 9/100 (\$ 320,310.<sup>00</sup>)  
 (Use words) (Figures)

**ALTERNATE 1  
LUMP SUM FOR PROCUREMENT AND INSTALLATION OF FANS**

Fifty six thousand three hundred & 9/100 (\$ 56,300.<sup>00</sup>)  
 (Use words) (Figures)

**ALTERNATE 2  
LUMP SUM FOR LABOR AND MATERIALS FOR BRICK AND CAST CONCRETE CAP KNEE WALL**

Forty five thousand seven hundred ten & 9/100 (\$ 45,710.<sup>00</sup>)  
 (Use words) (Figures)

6.01 Because time is of the essence, BIDDER agrees that metal building project will be substantially completed by 12:00 AM on November 1<sup>st</sup>. There will be no added days for material delays.

7.01 BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

8.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of certified check or bid bond;
- B. A tabulation of Subcontractors, Suppliers [and other] individuals and entities required to be identified in this Bid;
- C. Required BIDDER qualifications statement with supporting data

9.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to BIDDERS, the General Conditions, and the Supplementary Conditions.

SUBMITTED on July 9, 2024

State Contractor License No. 19092-mc. (BID WILL NOT BE CONSIDERED WITHOUT MS CONTRACTOR'S LICENSE)

If BIDDER is:

An Individual

Name (typed or printed): \_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)  
*(Individual's signature)*  
Doing business as: \_\_\_\_\_  
Business address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Partnership

Partnership Name: Heritage Builders, LLC (SEAL)  
By: *[Signature]*  
*(Signature of general partner -- attach evidence of authority to sign)*  
Name (typed or printed): Joe Christman  
Business address: PO Box 1041 Oxford, MS 38655  
Phone No.: (662) 234-5730 FAX No.: (662) 234-3225

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)  
State of Incorporation: \_\_\_\_\_  
Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_  
By: \_\_\_\_\_  
*(Signature -- attach evidence of authority to sign)*  
Name (typed or printed): \_\_\_\_\_  
Title: \_\_\_\_\_ (CORPORATE SEAL)  
Attest \_\_\_\_\_  
*(Signature of Corporate Secretary)*  
Business address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_  
Date of Qualification to do business is \_\_\_\_\_

A Joint Venture

Joint Venturer Name: \_\_\_\_\_ (SEAL)  
By: \_\_\_\_\_  
*(Signature of joint venture partner -- attach evidence of authority to sign)*  
Name (typed or printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Business address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_  
Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Phone and FAX Number, and Address for receipt of official communications:

\_\_\_\_\_  
\_\_\_\_\_

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO:

APPLICATION DATE:

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO:

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	General Conditions	20,500							
2	Demo	6,250							
3	Concrete Flatwork/ Footings	97,700							
4	Building/Erecting	81,250							
5	Brick/Block Masonry	12,750							
6	Plaster/Roof Drains	23,750							
7	Asphalt Repairs/ Striping	9,375							
8	Electrical/Conduit	57,360							
9	Plumbing	2,375							
10	Bollards	9,000							
GRAND TOTALS		320,310							

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



**BID BOND**

**BIDDER (Name and Address):**

Heritage Builders, LLC  
PO Box 1041  
Oxford, MS 38655

**SURETY (Name and Address of Principal Place of Business):**

Western Surety Company  
151 N. Franklin Street  
Chicago, IL 60606

**OWNER (Name and Address):**

City of Oxford  
107 Courthouse Square  
Oxford, MS 38655

**BID**

BID DUE DATE: July 9, 2024

**PROJECT (Brief Description Including Location):**

mTrade Park Pavilion, Oxford, MS

**BOND**

BOND NUMBER: Bid Bond

DATE (Not later than Bid due date): July 9, 2024

PENAL SUM: Five percent of amount bid

(Words)

5%

(Figures)

IN WITNESS WHEREOF, Surety and BIDDER, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**BIDDER**

**SURETY**

Heritage Builders, LLC (Seal)

BIDDER's Name and Corporate Seal

By: [Signature] member  
Signature and Title

Attest: [Signature] member  
Signature and Title

Western Surety Company (Seal)

Surety's Name and Corporate Seal

By: [Signature]  
Cooper W. Permenter Signature and Title  
Attorney-in-Fact/MS (Attach Power of Attorney)  
Resident Agent

Attest: [Signature]  
Signature and Title  
Janice McCoy, Witness

Note: (1) Above addresses are to be used for giving required notice.  
(2) Any singular reference to BIDDER, Surety, OWNER or other party shall be considered plural where applicable.

1. BIDDER and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of BIDDER any difference between the total amount of BIDDER's Bid and the total amount of the Bid of the next lowest, responsible and responsive BIDDER as determined by OWNER for the Work required by the Contract Documents, provided that:

1.1. If there is no such next lowest, responsible and responsive BIDDER, and OWNER does not abandon the Project, then BIDDER and Surety shall pay to OWNER the penal sum set forth on the face of this Bond, and

1.2. In no event shall BIDDER's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of BIDDER shall occur upon the failure of BIDDER to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. OWNER accepts BIDDER's Bid and BIDDER delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

3.2. All Bids are rejected by OWNER, or

3.3. OWNER fails to issue a Notice of Award to BIDDER within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by BIDDER and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by BIDDER and within 30 calendar days after receipt by BIDDER and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and BIDDER, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by BIDDER and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to BIDDER and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Mark E Harris, Keith W Brown, Tona J Hunter, W W Jones II, Joseph Madden III, Cooper W Permenter, Richard L Powell, Ric Stallings, Individually**

of Memphis, TN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of June, 2021.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 14th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of July, 2024.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**BID FORM**

**PROJECT IDENTIFICATION:**

mTrade Park Pavilion

**THIS BID IS SUBMITTED TO:**

City of Oxford  
107 Courthouse Square  
Oxford, Mississippi 38655

**1.01** The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**2.01** BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to BIDDERS, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that BIDDER may agree to in writing upon request of OWNER.

**3.01** In submitting this Bid, BIDDER represents, as set forth in the Agreement, that:

A. BIDDER has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>6/28/24</u>
_____	_____
_____	_____

B. BIDDER has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. BIDDER has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by BIDDER, and safety precautions and programs incident thereto.

F. BIDDER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. BIDDER is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.



- I. BIDDER has given PROJECT MANAGER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and the written resolution thereof by PROJECT MANAGER is acceptable to BIDDER.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

**4.01** BIDDER further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any individual or entity to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

**5.01** BIDDER will complete the Work in accordance with the Contract Documents for the following price:

**BASE BID  
LUMP SUM FOR FABRICATION AND INSTALLATION OF mTRADE PARK PAVILION**

two hundred eighty-seven thousand dollars (\$ 287,000.00 )  
(Use words) (Figures)

**ALTERNATE 1  
LUMP SUM FOR PROCUREMENT AND INSTALLATION OF FANS**

fifty-one thousand dollars (\$ 51,000.00 )  
(Use words) (Figures)

**ALTERNATE 2  
LUMP SUM FOR LABOR AND MATERIALS FOR BRICK AND CAST CONCRETE CAP KNEE WALL**

twenty thousand dollars (\$ 20,000.00 )  
(Use words) (Figures)

**6.01** Because time is of the essence, BIDDER agrees that metal building project will be substantially completed by 12:00 AM on November 1<sup>st</sup>. There will be no added days for material delays.

**7.01** BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

**8.01** The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of certified check or bid bond;
- B. A tabulation of Subcontractors, Suppliers [and other] individuals and entities required to be identified in this Bid;
- C. Required BIDDER qualifications statement with supporting data

**9.01** The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to BIDDERS, the General Conditions, and the Supplementary Conditions.

SUBMITTED on \_\_\_\_\_.

State Contractor License No. 17004-MC. (BID WILL NOT BE CONSIDERED WITHOUT MS CONTRACTOR'S LICENSE)

If BIDDER is:

An Individual

Name (typed or printed): \_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)  
*(Individual's signature)*  
Doing business as: \_\_\_\_\_  
Business address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)  
By: \_\_\_\_\_  
*(Signature of general partner -- attach evidence of authority to sign)*  
Name (typed or printed): \_\_\_\_\_  
Business address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Corporation

Corporation Name: SOUTHERN GENERAL CONTRACTORS, LLC (SEAL)  
State of Incorporation: MS  
Type (General Business, Professional, Service, Limited Liability): LLC  
By: \_\_\_\_\_  
*(Signature -- attach evidence of authority to sign)*  
Name (typed or printed): CARY MCBONAGILL  
Title: OWNER  
Attest Sam Handy Ryals (CORPORATE SEAL)  
*(Signature of Corporate Secretary)*  
Business address: 210 CR 275  
Oxford, MS 38055  
Phone No.: (402) 932-4951 FAX No.: —  
Date of Qualification to do business is April 2009

A Joint Venture

Joint Venturer Name: \_\_\_\_\_ (SEAL)  
By: \_\_\_\_\_  
*(Signature of joint venture partner -- attach evidence of authority to sign)*  
Name (typed or printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Business address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_  
Joint Venturer Name: \_\_\_\_\_ (SEAL)

# Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we  
Southern General Contractors, LLC, 26 County Road 275, Oxford, MS 38655  
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,  
FCCI Insurance Company, 6300 University Parkway, Sarasota, FL 34240-8424  
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Florida  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
City of Oxford, 107 Courthouse Square, Oxford, MS 38655  
(Here insert full name and address or legal title of Corporation)

as Obligee, hereinafter called the Obligee, in the sum of  
5% of Bid Dollars (\$) ,


for the payment of which sum well and truly to be made, the said Principal and the said Surety,  
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,  
firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
mTrade Park Pavilion, 328 Old Sardis Road, Oxford, MS  
(Here insert full name and address description of project)

NOW THEREFORE, if the obligee shall accept the bid of the principal and the principal shall enter into Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the obligee 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.

Signed and sealed this 9th day of July, 2024

  
(Witness)

  
(Principal) (Seal)

OWNER  
(Title)

  
Danielle Marshall (Witness)

FCCI Insurance Company  
(Surety) (Seal)

  
Kyle Chandler IV Attorney-In-Fact



**GENERAL POWER OF ATTORNEY**

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Danielle H Marshall; Kyle Chandler IV; Natalie Wheeler; James T Briggs II

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch  
Christina D. Welch, President  
FCCI Insurance Company



Christopher Shoucair  
Christopher Shoucair,  
EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW  
Commission # HH 326535  
Expires February 27, 2027

Peggy Snow  
Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW  
Commission # HH 326535  
Expires February 27, 2027

Peggy Snow  
Notary Public

**CERTIFICATE**

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 9th day of July, 2024

Christopher Shoucair  
Christopher Shoucair, EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company



# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

PROJECT NO:

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE 10.00%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
C-1	Demolition	\$50,000.00						\$50,000.00	
C-2	Sitework	\$50,000.00						\$50,000.00	
C-3	Building Slab	\$36,000.00						\$36,000.00	
C-4	Building	\$50,000.00						\$50,000.00	
C-5	Building Erection	\$50,000.00						\$50,000.00	
C-6	Electrical	\$51,000.00						\$51,000.00	
Alt-1	Installation of (4) Big Ass Fans	\$51,000.00						\$51,000.00	
Alt-2	Brick and Cast Concrete Cap Knee Wall	\$20,000.00						\$20,000.00	
<b>GRAND TOTALS</b>		\$358,000.00	\$0.00	\$0.00	\$0.00	\$0.00		\$358,000.00	\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



**OXFORD**  
GENERAL  
GOVERNMENT

# MEMORANDUM

---

**To:** Board of Aldermen

**From:** Mark Levy, PLA

**CC:** Bart Robinson, PE

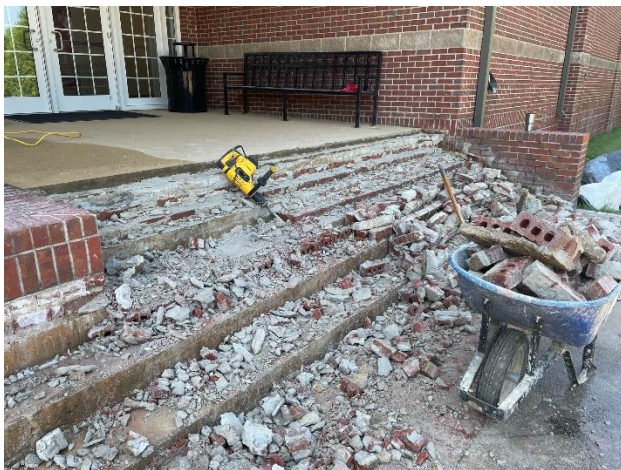
**Date:** July 16, 2024

**Re:** Consider Change Order #1 from J.P. Corp General Contractors for terrace steps

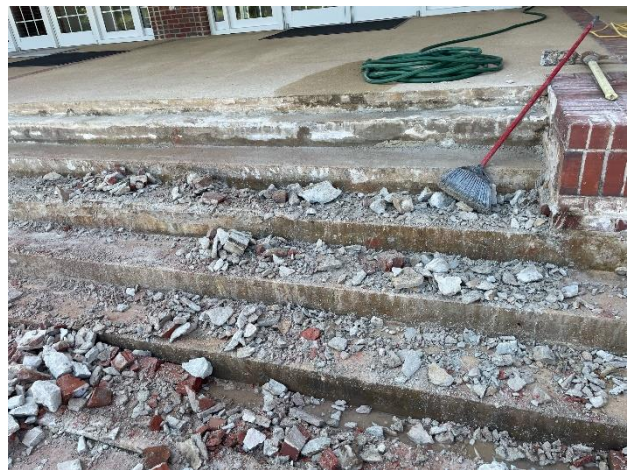
---

After removing the bullnose brick steps at the Conference Center, the contractor discovered the bricks were not mortared to a solid concrete base, but mortared to pieces of brick and mortar mix that will not provide a solid base for the new solid stone treads. The contractor determined, after the demolition, that 2" inch step tread will require an additional lift of concrete to level the steps.

Staff requests permission to execute the Change Order for \$11,060.13 in order to repair the unforeseen condition.



Step demolition



Brick and mortar base

Enclosures (1)

# Document G701

## Change Order

<b>PROJECT:</b> <i>(Name and Address)</i> Oxford Conference Center Terrace Improvements 102 Ed Perry Boulevard Oxford, MS 38655	<b>CHANGE ORDER NUMBER:</b> 1	<b>OWNER</b> <input checked="" type="checkbox"/>
	<b>DATE:</b> 7/11/2024	<b>ARCHITECT</b> <input type="checkbox"/>
	<b>ARCHITECT'S PROJECT NO:</b>	<b>CONTRACTOR</b> <input checked="" type="checkbox"/>
<b>TO CONTRACTOR:</b> <i>(Name and Address)</i> J.P. Corp General Contractors 2411 S. Lamar Blvd. Suite C Oxford, MS 38655	<b>CONTRACT DATE:</b> 6/10/2023	<b>FIELD</b> <input type="checkbox"/>
	<b>CONTRACT FOR:</b> General Construction	<b>OTHER</b> <input type="checkbox"/>

The Contract is changed as follows:  
*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

The original                      Contract Sum was \$                      \$302,900.00  
The net change by previously authorized Change Orders \$                      \$0.00  
The                      Contract Sum prior to this Change Order was \$                      \$302,900.00  
The                      Contract Sum will be           increased           by this Change Order in  
the amount of \$                      \$11,060.13  
The new                      Contract Sum including this Change Order will be \$                      \$313,960.13  
The Contract Time will be           unchanged           by           <enter days in words>           (            ) days  
The date of Substantial Completion as of the date of this Change Order therefore is

*(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)*

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

                      
Mark Levy  
*ARCHITECT (Firm name)*  
                      
107 Courthouse Square,  
Oxford, MS 38655  
                      
ADDRESS

                      
J.P. Corp General Contractors  
*CONTRACTOR (Firm name)*  
                      
2411 S. Lamar Blvd,  
Suite C, Oxford, MS 38655  
                      
ADDRESS

                      
The City of Oxford  
*OWNER (Firm name)*  
                      
107 Courthouse Square,  
Oxford, MS 38655  
                      
ADDRESS

                      
BY *(Signature)*

                      
BY *(Signature)*

                      
BY *(Signature)*

                      
Mark Levy  
*Typed name*

                      
Josh Parker  
*Typed name*

                      
Robyn Tannehill, Mayor  
*Typed name*

                      
DATE

                      
DATE

                      
DATE



## CHANGE ORDER REQUEST

**CONTRACTOR:**

J.P. Corp General Contractors  
 2411 S Lamar Blvd, Suite C  
 Oxford, MS 38655

COR # 1

DATE 7/11/2023

**PROJECT:**

OXFORD CONFERENCE CENTER TERRACE RENO.

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
<b>Addition:</b>				
1	LS	TNQM - Labor for additional unforeseen brick step demo	\$ 2,340.00	\$ 2,340.00
1	LS	TNQM - Materials and labor for additional stone around brick column bases	\$ 1,800.00	\$ 1,800.00
1	LS	Javier - wood materials and labor to frame out and pour concrete at steps for a solid foundation for the stone	\$ 4,900.00	\$ 4,900.00
1	LS	3.5 yards of concrete at \$165 a yard for steps	\$ 577.50	\$ 577.50

**WE AGREE hereby to make the change(s) specified above at this price**     \$ 9,617.50

**G.C. Overhead and Profit at 15%**     \$ 1,442.63

**Taxes** \_\_\_\_\_

**Total Change Order Request**     \$ 11,060.13

Original Contract Amount     \$ 302,900.00

**Revised Contract Total**     \$ 313,960.13

**Kelly Carpenter, PM**

**7/11/2023**

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 \_\_\_\_\_





**OXFORD**  
DEVELOPMENT  
SERVICES

# MEMORANDUM

---

**To:** Board of Aldermen

**From:** John Crawley, City Engineer

**CC:** Bart Robinson, P.E., COO/Rob Neely, P.E., General Manager Oxford  
Utilities  
Pope Mallette

**Date:** July 16, 2024

**Re:** MOU between Mayor and Board of Aldermen  
North Lamar Sewer Improvements Project

---

Engineering request that the BOA and Mayor enter into a memorandum of understanding (MOU) regarding the captioned project. Per the MDEQ sub-agreement for this project (attached), executed contracts for construction must be entered into by August 30, 2024 or the agreement will be become invalid and any ARPA/MCWI participation will be forfeit. This MOU is a mechanism that MDEQ has granted to entities who may not be able to meet the deadline. In short, it allows the BOA to grant authority to mayor to authorize expenditures (sign contracts, change orders, pay apps, etc.) on the project in an amount not to exceed the amount shown in Section 7A (\$1,759,720.00) of the attached sub-award agreement. This MOU, if executed, would apply only to this project and would expire with the completion of the project or on January 1, 2027, whichever comes first.

John

## MEMORANDUM OF UNDERSTANDING

Between

~~(CITY OF OXFORD, MISSISSIPPI BOARD OF ALDERMEN)~~

and

Mayor ROBYN TANNEHILL

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Oxford, Mississippi (“Municipality”) Board of Aldermen BOARD and the Mayor of the City of Oxford, Mississippi Robyn Tannehill Mayor, hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

**WHEREAS**, the BOARD, is designated to accept and administer funds from the federal American Rescue Plan Act (“ARPA”), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “Act”), Pub. L. No. 117-2 (Mar. 11, 2021); and

**WHEREAS**, the Mayor is tasked with overseeing the day to day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater and stormwater projects; and

**WHEREAS**, the Board must approve the Municipality’s budget and the Mayor executes the expenditures; and

**WHEREAS**, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

**NOW, THEREFORE**, the Parties agree to the terms and conditions set forth below:

### I. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the Municipality’s ARPA State and Local Fiscal Recovery Funds (“Funds”) for those purposes set forth in the Subaward Agreement between the City of Oxford, Mississippi and the Mississippi Department of Environmental Quality (“MDEQ”), MDEQ Agreement No. 246-2-CW-5.5 set forth in Attachment “A”, hereby adopted and incorporated by reference herein, along with any current or future modifications thereto (“MDEQ Subaward Agreement”).

### II. Conditions and Scope

The BOARD agrees to appropriate and the Mayor agrees to expend the Funds to perform the "Scope of Work," as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the "Project" as set forth in Article 2 of the MDEQ Subaward Agreement.

### III. Amount

The BOARD agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement and the Mayor agrees to expend the Funds in such amount.

### IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

### V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

### VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

- a. The BOARD agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
- b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
- c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
- d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

### VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

Agreed to this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
President/Mayor Pro Tem, Board of Aldermen

Agreed to this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

**ATTACHMENT "A"**

**(INSERT ORIGINAL EXECUTED MCWI SUBAWARD AND ANY SUBSEQUENT EXECUTED MODIFICATONS)**



**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI  
COUNTY OF HINDS**

**MDEQ AGREEMENT NO. 246-2-CW-5.5**

**SUBAWARD AGREEMENT**

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City Of Oxford, UEI Number: C6FVY2CCKGH6 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

**1. SOURCE OF FUNDS**

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

**2. PROJECT**

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “North Lamar (CR 101) Sewer Project” (the “Project”).

**3. PURPOSE**

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

**4. SCOPE OF WORK**

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

**5. TERMS AND CONDITIONS**

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$1,759,720.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$689,860.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$689,860.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$380,000.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$70,388.80**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Six Hundred Eighty-Nine Thousand Eight Hundred Sixty Dollars and Zero Cents (\$689,860.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized



representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

#### 11. **FINAL PAYMENT AND REPORT**

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

#### 12. **FINANCIAL MANAGEMENT AND COMPLIANCE**

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

### 13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

### 14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.<sup>1</sup>

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

## 15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

## 16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

---

<sup>1</sup> <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.



17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.<sup>2</sup>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).<sup>3</sup>

---

<sup>2</sup> <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

<sup>3</sup> <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.<sup>4</sup>

## 21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

## 22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

---

<sup>4</sup> <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

**Level 1 Interventions.** These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

**Level 2 Interventions.** These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

**Level 3 Interventions.** These interventions may be required for significant and/or persistent compliance or performance issues:



- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. 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. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.



SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT'S books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT'S personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT’s performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security (“MDES”) an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ’s satisfaction, MDEQ reserves the right to terminate this Agreement per the “Termination for Convenience” clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide



in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:	Attention: MCWI Contract Administration 515 East Amite Street P.O. Box 2249 Jackson, MS 39201 E-mail: MCWIdocuments@mdeq.ms.gov
-------------	--

If to SUBRECIPIENT:	Attention: Mayor Robyn Tannehill 107 Courthouse Square Oxford, MS 38655 Phone: (662) 236-2306 E-mail: sbrunton@oxfordms.net
---------------------	--

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY**

\_\_\_\_\_  
Chris Wells  
Executive Director

\_\_\_\_\_  
Date

**CITY OF OXFORD**

*Robyn Tannehill*  
\_\_\_\_\_  
Mayor Robyn Tannehill  
Signature of Authorized Representative

*Robyn Tannehill*  
\_\_\_\_\_  
Robyn Tannehill  
Printed Name

*Mayor*  
\_\_\_\_\_  
Title

*October 12, 2023*  
\_\_\_\_\_  
Date

## **ATTACHMENT A**

### **PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS**

#### **PROJECT NAME**

**North Lamar (CR 101) Sewer Project**

#### **SCOPE OF WORK**

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project includes installation of sewer main and associated appurtenances along and near the unserved areas of North Lamar. The Project also includes installation of a sewer line to be extended down Hurricane Lane to connect to a line that the City recently extended within the Colonnade Crossing Development. The line will be extended north to Christman Drive and will be bored once it leaves the right-of-way of Christman Drive to connect to the existing sewer line in the Grove Hill-Highlands development. The Project also consists of upgrades to the existing pumps in the existing lift station.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

#### **PROJECT TIMELINE AND REQUIREMENTS**

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. Within 15 days of execution of this Agreement, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;



- c. Within 15 days of execution of this Agreement, advertise each construction contract for bids if not already advertised;
- d. No later than 45 days after advertisement for construction bids on each construction contract, receive bids;
- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

## **ATTACHMENT B**

### **SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN**

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

## **ATTACHMENT C**

### **SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES**

#### **1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

#### **2. DEBARMENT AND SUSPENSION**

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

#### **3. INDEMNIFICATION**

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all



claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

#### **4. RELATIONSHIP STATUS**

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

#### **5. ACCESS TO RECORDS**

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

#### **6. RECORD RETENTION AND RIGHT TO AUDIT**

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

#### **7. RIGHT TO INSPECT WORK; SITE ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

#### **8. CONFLICT OF INTEREST**

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

## **9. COOPERATION AND EVALUATION**

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

## ATTACHMENT D

### ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

#### ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

#### CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.



3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.



**OXFORD**  
DEVELOPMENT  
SERVICES

# MEMORANDUM

---

**To:** Board of Aldermen

**From:** John Crawley, City Engineer

**CC:** Bart Robinson, P.E., COO/Rob Neely, P.E., General Manager Oxford Utilities

**Date:** July 16, 2024

**Re:** Permission to Advertise for Bids  
North Lamar Sewer Improvement Project

---

Engineering request permission to advertise for bids for the North Lamar Sewer Improvements Project which will provide sewer service north of Molly Barr Road to city limits and areas along Hurricane Lane and Ryland Way. This project has been approved by MDEQ for MCWI Reimbursement.

John



**OXFORD**  
DEVELOPMENT  
SERVICES

# MEMORANDUM

---

**To:** Board of Aldermen

**From:** John Crawley, City Engineer

**CC:** Bart Robinson, P.E., COO/Rob Neely, P.E., General Manager Oxford Utilities

**Date:** July 16, 2024

**Re:** Permission to Accept Bids and Award Contracts and Sign Utility Agreements Highway 7 Water / Sewer Main Relocation Project, Phase II B

---

Engineering request acceptance of the low bid of Argo construction in the amount of \$5,986,963.50 for the captioned project. This project is required to be complete in order for MDOT to begin the four-lane of Highway 7.

Permission is requested for the Mayor to execute contracts with the low bidder and to sign the required utility agreements with MDOT since this work will take place on their right-of-way.

John

City of Oxford  
107 Courthouse Square  
Oxford, MS 38655  
July 10, 2024 - 11:00 A.M.

**BID TABULATION**  
**CITY OF OXFORD**  
**SR 7 WATER & SEWER RELOCATIONS, PHASE II B**  
**M.D.O.T. PROJECT NO. SP-STP-0019-02(046)**  
**FEDERAL AWARD NO. 107-2-DW-5.15**

This is certified to be a true and correct tabulation of bids received:

 7-10-2024  
David G. Daniels, PE  
Daniels & Associates, Inc.

**BID SUMMARY**

Engineering Estimate	<b>Argo Construction Corp.</b> Cordova, TN Certificate No. 08921-MC	Eubank Construction Co. Booneville, MS Certificate No. 24650-MC
\$5,865,736.50	\$5,986,963.50	<i><b>\$7,979,657.00</b></i>

*Note: Red italic font indicates corrected mathematical error.*



**BID TABULATION**  
**CITY OF OXFORD**  
**SR 7 WATER & SEWER RELOCATIONS, PHASE II B**  
**M.D.O.T. PROJECT NO. SP-STP-0019-02(046)**  
**FEDERAL AWARD NO. 107-2-DW-5.15**

BASE BID - POTABLE WATER ITEMS				Engineering Estimate		Argo Construction Corp. Cordova, TN Certificate No. 08921-MC		Eubank Construction Co. Booneville, MS Certificate No. 24650-MC	
No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1.0	L.S.	\$ 50,000.00	\$50,000.00	\$200,000.00	\$200,000.00	\$60,000.00	\$60,000.00
2	16" Ductile Iron Pipe, CL. 350	11,500.0	L.F.	130.00	1,495,000.00	117.00	1,345,500.00	145.00	1,667,500.00
3	12" Ductile Iron Pipe, CL. 350	2,760.0	L.F.	120.00	331,200.00	73.00	201,480.00	103.00	284,280.00
4	10" Ductile Iron Pipe, CL. 350	180.0	L.F.	105.00	18,900.00	65.00	11,700.00	90.00	16,200.00
5	8" Ductile Iron Pipe, CL. 350	760.0	L.F.	95.00	72,200.00	47.50	36,100.00	80.00	60,800.00
6	6" Ductile Iron Pipe, CL. 350	40.0	L.F.	90.00	3,600.00	40.00	1,600.00	70.00	2,800.00
7	2" HDPE Service Tubing, DR 9, CTS	180.0	L.F.	20.00	3,600.00	4.00	720.00	20.00	3,600.00
8	1" Copper Service Line, TYPE "K"	140.0	Each	20.00	2,800.00	19.00	2,660.00	30.00	4,200.00
9	3/4" Copper Service Line, TYPE "K"	450.0	Each	20.00	9,000.00	15.00	6,750.00	28.00	12,600.00
10	1" PVC Service Line, CL 200	20.0	Each	15.00	300.00	3.00	60.00	19.00	380.00
11	3/4" PVC Service Line, CL 200	450.0	Each	15.00	6,750.00	1.50	675.00	18.00	8,100.00
12	18" HDPE D.I.P.S. DR 11, (Installed in Casing) (6 Sites)	1,295.0	L.F.	150.00	194,250.00	175.00	226,625.00	165.00	213,675.00
13	10" HDPE D.I.P.S. DR 11, (Installed in Casing) ( 2 Sites)	600.0	L.F.	85.00	51,000.00	100.00	60,000.00	60.00	36,000.00
14	18" HDPE D.I.P.S. DR 11, (Open-Cut) (1 Site)	130.0	L.F.	150.00	19,500.00	150.00	19,500.00	180.00	23,400.00
15	18" HDPE D.I.P.S. DR 11, Directional Bore (6 Sites)	980.0	L.F.	250.00	245,000.00	350.00	343,000.00	475.00	465,500.00
16	14" HDPE D.I.P.S. DR 11, Directional Bore (1 Site)	160.0	L.F.	180.00	28,800.00	280.00	44,800.00	390.00	62,400.00
17	10" HDPE D.I.P.S. DR 11, Directional Bore (1 Site)	80.0	L.F.	160.00	12,800.00	190.00	15,200.00	300.00	24,000.00
18	24" Steel Casing, Bored (6 Sites)	790.0	L.F.	850.00	671,500.00	710.00	560,900.00	675.00	533,250.00
19	24" Steel Casing, Open Cut (4 Sites)	325.0	L.F.	400.00	130,000.00	220.00	71,500.00	325.00	105,625.00
20	18" Steel Casing, Bored (4 Sites)	115.0	L.F.	500.00	57,500.00	585.00	67,275.00	645.00	74,175.00
21	2" Steel Casing, Bored (1 Site)	70.0	L.F.	150.00	10,500.00	57.00	3,990.00	120.00	8,400.00
22	2" PVC Casing, Bored (2 Sites)	30.0	L.F.	120.00	3,600.00	60.00	1,800.00	75.00	2,250.00
23	30" HDPE I.P.S. Casing, Directional Bore (1 Site)	290.0	L.F.	500.00	145,000.00	670.00	194,300.00	820.00	237,800.00
24	16" HDPE D.I.P.S. Casing, Directional Bore (5 Sites)	540.0	L.F.	200.00	108,000.00	280.00	151,200.00	435.00	234,900.00
25	16" Road/Drive Bore, No Casing (9 Sites)	347.0	L.F.	150.00	52,050.00	175.00	60,725.00	220.00	76,340.00
26	8" Road/Drive Bore, No Casing (1 Site)	20.0	L.F.	90.00	1,800.00	108.00	2,160.00	165.00	3,300.00
27	1" Copper Tubing Drive Bore, No Casing (1 Sites)	80.0	L.F.	65.00	5,200.00	56.00	4,480.00	60.00	4,800.00
28	3/4" Copper Drive Bore, No Casing (1 Site)	15.0	L.F.	65.00	975.00	48.00	720.00	57.00	855.00
29	Collection & Disposal of Drilling Mud (36 Sites)	1.0	L.S.	40,000.00	40,000.00	7,000.00	7,000.00	75,000.00	75,000.00
30	3-Way Fire Hydrant Assembly (Factory Coated Yellow)	13.0	Each	6,800.00	88,400.00	8,500.00	110,500.00	10,300.00	133,900.00
31	3-Way Fire Hydrant (Factory Coated Yellow)	1.0	Each	4,000.00	\$4,000.00	\$4,500.00	\$4,500.00	\$5,500.00	\$5,500.00
32	12" x 6" Hydrant TEE & 6" Gate Valve & Box	1.0	Each	2,800.00	2,800.00	3,300.00	3,300.00	3,200.00	3,200.00
33	Cut in 16" x 16" MJ TEE on Existing 16" Main	1.0	Each	7,000.00	7,000.00	8,200.00	8,200.00	7,000.00	7,000.00
34	Cut in 16" x 16" MJ Cross on Existing 16" Main	1.0	Each	8,700.00	8,700.00	9,000.00	9,000.00	14,000.00	14,000.00

**BID TABULATION**  
**CITY OF OXFORD**  
**SR 7 WATER & SEWER RELOCATIONS, PHASE II B**  
**M.D.O.T. PROJECT NO. SP-STP-0019-02(046)**  
**FEDERAL AWARD NO. 107-2-DW-5.15**

<b>BASE BID - POTABLE WATER ITEMS</b>				Engineering Estimate		Argo Construction Corp. Cordova, TN Certificate No. 08921-MC		Eubank Construction Co. Booneville, MS Certificate No. 24650-MC	
No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
35	16" x 16" Wet Tap Assembly	1.0	Each	34,000.00	34,000.00	37,000.00	37,000.00	43,000.00	43,000.00
36	12" x 12" Wet Tap Assembly	4.0	Each	9,000.00	36,000.00	15,000.00	60,000.00	13,500.00	54,000.00
37	8" x 8" Wet Tap Assembly	4.0	Each	6,000.00	24,000.00	7,200.00	28,800.00	10,800.00	43,200.00
38	16" x 8" Anchor Tee & 8" Gate Valve & Box	2.0	Each	5,000.00	10,000.00	8,100.00	16,200.00	9,500.00	19,000.00
39	16" x 6" Anchor Tee & 6" Gate Valve & Box	1.0	Each	4,000.00	4,000.00	4,200.00	4,200.00	5,000.00	5,000.00
40	16" Insertion Valve & Box	1.0	Each	40,000.00	40,000.00	60,000.00	60,000.00	60,000.00	60,000.00
41	8" Insertion Valve & Box	1.0	Each	20,000.00	20,000.00	14,000.00	14,000.00	16,000.00	16,000.00
42	16" Gate Valve & Box	16.0	Each	15,000.00	240,000.00	15,200.00	243,200.00	17,300.00	276,800.00
43	12" Gate Valve & Box	1.0	Each	3,300.00	3,300.00	5,000.00	5,000.00	5,500.00	5,500.00
44	10" Gate Valve & Box	1.0	Each	2,500.00	2,500.00	4,000.00	4,000.00	4,000.00	4,000.00
45	8" Gate Valve & Box	3.0	Each	2,200.00	6,600.00	2,800.00	8,400.00	3,200.00	9,600.00
46	1" Air Release Assembly	2.0	Each	2,500.00	5,000.00	2,900.00	5,800.00	1,700.00	3,400.00
47	2" Corporation Stop with Square Nut Adapter	1.0	Each	600.00	600.00	900.00	900.00	1,000.00	1,000.00
48	Relocate & Reconnect Existing Existing 2" Meter & Box	2.0	Each	600.00	1,200.00	600.00	1,200.00	1,500.00	3,000.00
49	Relocate & Reconnect Existing 1" Meter & Box	3.0	Each	600.00	1,800.00	400.00	1,200.00	800.00	2,400.00
50	Relocate & Reconnect Existing 3/4" Meter & Box	13.0	Each	600.00	7,800.00	200.00	2,600.00	750.00	9,750.00
51	Reconnect Existing 2" Service	1.0	Each	600.00	600.00	450.00	450.00	900.00	900.00
52	Reconnect Existing 3/4" Service	2.0	Each	500.00	1,000.00	90.00	180.00	750.00	1,500.00
53	16" x 2" Saddle	1.0	Each	500.00	500.00	730.00	730.00	1,000.00	1,000.00
54	12" x 2" Saddle	1.0	Each	500.00	500.00	490.00	490.00	550.00	550.00
55	8" x 2" Saddle	1.0	Each	300.00	300.00	335.00	335.00	500.00	500.00
56	2" x 6" Brass Nipple	1.0	Each	50.00	50.00	55.00	55.00	300.00	300.00
57	2" Corporation Stop	2.0	Each	450.00	900.00	540.00	1,080.00	850.00	1,700.00
58	1" Corporation Stop	2.0	Each	300.00	600.00	118.00	236.00	400.00	800.00
59	3/4" Corporation Stop	13.0	Each	265.00	3,445.00	78.00	1,014.00	370.00	4,810.00
60	2" Curb Valve	2.0	Each	510.00	1,020.00	710.00	1,420.00	850.00	1,700.00
61	1" Curb Valve	2.0	Each	280.00	\$560.00	\$235.00	\$470.00	\$430.00	\$860.00
62	3/4" Curb Valve	13.0	Each	280.00	3,640.00	106.00	1,378.00	360.00	4,680.00
63	2" Service Pressure Reducer	2.0	Each	500.00	1,000.00	1,222.00	2,444.00	1,600.00	3,200.00
64	1" Service Pressure Reducer	2.0	Each	400.00	800.00	360.00	720.00	1,200.00	2,400.00
65	3/4" Service Pressure Reducer	13.0	Each	290.00	3,770.00	235.00	3,055.00	660.00	8,580.00
66	Connect to Existing 16" Main	2.0	Each	2,500.00	5,000.00	2,600.00	5,200.00	7,000.00	14,000.00
67	Connect to Existing 8" Main	6.0	Each	1,000.00	6,000.00	1,000.00	6,000.00	3,500.00	21,000.00
68	Connect to Existing 6" Fire Line	1.0	Each	800.00	800.00	450.00	450.00	3,500.00	3,500.00

**BID TABULATION**  
**CITY OF OXFORD**  
**SR 7 WATER & SEWER RELOCATIONS, PHASE II B**  
**M.D.O.T. PROJECT NO. SP-STP-0019-02(046)**  
**FEDERAL AWARD NO. 107-2-DW-5.15**

<b>BASE BID - POTABLE WATER ITEMS</b>				Engineering Estimate		Argo Construction Corp. Cordova, TN Certificate No. 08921-MC		Eubank Construction Co. Booneville, MS Certificate No. 24650-MC	
No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
69	Cut, Cap & Block Existing 12" Main	8.0	Each	1,000.00	8,000.00	700.00	5,600.00	3,000.00	24,000.00
70	Cut, Cap & Block Existing 8" Main	4.0	Each	900.00	3,600.00	450.00	1,800.00	2,800.00	11,200.00
71	Cap & Block New 16" Main	1.0	Each	1,000.00	1,000.00	2,000.00	2,000.00	3,200.00	3,200.00
72	Cap Abandoned 12" Main	2.0	Each	125.00	250.00	600.00	1,200.00	1,500.00	3,000.00
73	Cap Abandoned 8" Main	5.0	Each	100.00	500.00	400.00	2,000.00	1,400.00	7,000.00
74	Remove Existing Fire Hydrant & Deliver to City Shop	4.0	Each	500.00	2,000.00	100.00	400.00	1,000.00	4,000.00
75	Close Existing Gate Valve & Remove Valve Box	20.0	Each	200.00	4,000.00	50.00	1,000.00	750.00	15,000.00
76	Close Existing 2" Corporation Stop & Remove Valve Box	1.0	Each	200.00	200.00	50.00	50.00	750.00	750.00
77	Ductile Iron Fittings	17,730.0	Lbs.	10.00	177,300.00	0.25	4,432.50	20.00	354,600.00
78	16" Set Screw Retainer Gland	171.0	Each	350.00	59,850.00	410.00	70,110.00	520.00	88,920.00
79	12" Set Screw Retainer Gland	75.0	Each	190.00	14,250.00	225.00	16,875.00	365.00	27,375.00
80	10" Set Screw Retainer Gland	9.0	Each	150.00	1,350.00	165.00	1,485.00	310.00	2,790.00
81	8" Set Screw Retainer Gland	62.0	Each	100.00	6,200.00	120.00	7,440.00	250.00	15,500.00
82	6" Set Screw Retainer Gland	9.0	Each	70.00	630.00	110.00	990.00	215.00	1,935.00
83	16" Joint Restraint Gaskets	37.0	Each	550.00	20,350.00	900.00	33,300.00	555.00	20,535.00
84	10" Joint Restraint Gaskets	5.0	Each	450.00	2,250.00	350.00	1,750.00	300.00	1,500.00
85	Asphalt Pavement Removal & Repair (3 Sites) 48'	66.0	S.Y.	90.00	5,940.00	250.00	16,500.00	250.00	16,500.00
86	Curb & Gutter Removal and Repair (2 Sites)	12.0	L.F.	60.00	720.00	85.00	1,020.00	85.00	1,020.00
87	Concrete Sidewalk Removal & Repair (1 Site) 6'	6.0	S.Y.	60.00	360.00	120.00	720.00	125.00	750.00
88	Limestone Gravel Drive Repair	28.0	C.Y.	125.00	3,500.00	125.00	3,500.00	125.00	3,500.00
89	Pothole of Utilities by Vacuum Excavator	1.0	L.S.	25,000.00	25,000.00	30,000.00	30,000.00	50,000.00	50,000.00
90	Clearing Grubbing, and Disposal	1.0	L.S.	15,000.00	15,000.00	5,000.00	5,000.00	80,000.00	80,000.00
91	Tracer Wire	19,255.0	L.F.	0.30	\$5,776.50	\$0.50	\$9,627.50	\$0.20	\$3,851.00
92	Tracer Wire Test Stations	25.0	Each	150.00	3,750.00	95.00	2,375.00	150.00	3,750.00
93	Seed, Fertilize & Mulch	15,100.0	L.F.	1.50	22,650.00	2.00	30,200.00	3.00	45,300.00
94	Solid Bermuda Sod	500.0	S.Y.	6.00	3,000.00	6.00	3,000.00	5.00	2,500.00
95	Silt Fence	1,000.0	L.F.	3.50	3,500.00	2.25	2,250.00	4.00	4,000.00
96	Wattles	500.0	L.F.	5.00	2,500.00	6.00	3,000.00	8.00	4,000.00
97	Select Backfill	750.0	C.Y.	15.00	11,250.00	23.00	17,250.00	35.00	26,250.00
98	Excess Excavation	200.0	C.Y.	8.00	1,600.00	125.00	25,000.00	20.00	4,000.00
99	Traffic Control	1.0	L.S.	10,000.00	10,000.00	25,000.00	25,000.00	35,000.00	35,000.00
100	Soil Testing (In existing or proposed roadway zones)	1.0	L.S.	15,000.00	15,000.00	12,500.00	12,500.00	3,500.00	3,500.00
<b>Subtotal All Unit Price Potable Water Bid Items</b>					<b>\$4,780,286.50</b>		<b>\$4,633,502.00</b>		<b>\$5,958,586.00</b>

**BID TABULATION**  
**CITY OF OXFORD**  
**SR 7 WATER & SEWER RELOCATIONS, PHASE II B**  
**M.D.O.T. PROJECT NO. SP-STP-0019-02(046)**  
**FEDERAL AWARD NO. 107-2-DW-5.15**

<b>BASE BID - SANITARY SEWER ITEMS</b>				Engineering Estimate		Argo Construction Corp. Cordova, TN Certificate No. 08921-MC		Eubank Construction Co. Booneville, MS Certificate No. 24650-MC	
No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1.0	L.S.	\$ 50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
2	12" Gravity Sanitary Sewer Main, 14'-16' Depth	28.0	L.F.	90.00	2,520.00	100.00	2,800.00	305.00	8,540.00
3	12" Gravity Sanitary Sewer Main, 12'-14' Depth	27.0	L.F.	85.00	2,295.00	98.00	2,646.00	225.00	6,075.00
4	12" Gravity Sanitary Sewer Main, 10'-12' Depth	32.0	L.F.	80.00	2,560.00	96.00	3,072.00	155.00	4,960.00
5	12" Gravity Sanitary Sewer Main, 8'-10' Depth	90.0	L.F.	75.00	6,750.00	94.00	8,460.00	130.00	11,700.00
6	12" Gravity Sanitary Sewer Main, 6'-8' Depth	103.0	L.F.	70.00	7,210.00	92.00	9,476.00	115.00	11,845.00
7	12" Gravity Sanitary Sewer Main, 4'-6' Depth	61.0	L.F.	65.00	3,965.00	90.00	5,490.00	110.00	6,710.00
8	12" Gravity Sanitary Sewer Main, Installed in Casing	280.0	L.F.	60.00	16,800.00	90.00	25,200.00	75.00	21,000.00
9	8" Gravity Sanitary Sewer Main, 12'-14' Depth	57.0	L.F.	66.00	3,762.00	70.00	3,990.00	200.00	11,400.00
10	8" Gravity Sanitary Sewer Main, 10'-12' Depth	34.0	L.F.	62.00	2,108.00	68.00	2,312.00	130.00	4,420.00
11	8" Gravity Sanitary Sewer Main, 8'-10' Depth	328.0	L.F.	55.00	18,040.00	66.00	21,648.00	90.00	29,520.00
12	8" Gravity Sanitary Sewer Main, 6'-8' Depth	450.0	L.F.	45.00	20,250.00	64.00	28,800.00	80.00	36,000.00
13	8" Gravity Sanitary Sewer Main, 4'-6' Depth	346.0	L.F.	40.00	13,840.00	62.00	21,452.00	70.00	24,220.00
14	8" Gravity Sanitary Sewer Main, Installed in Casing	675.0	L.F.	35.00	23,625.00	62.00	41,850.00	53.00	35,775.00
15	4" Gravity Sanitary Sewer Main, 3'-6' Depth	160.0	L.F.	30.00	4,800.00	30.00	4,800.00	40.00	6,400.00
16	18" Steel Casing, Jack and Bore (1 Site)	168.0	L.F.	575.00	96,600.00	585.00	98,280.00	1,350.00	226,800.00
17	18" Steel Casing, Open-Cut, 8'-10' Depth (1 Site)	112.0	L.F.	135.00	15,120.00	210.00	23,520.00	260.00	29,120.00
18	16" Steel Casing, Jack and Bore (3 Sites)	310.0	L.F.	445.00	137,950.00	585.00	181,350.00	1,350.00	418,500.00
19	16" Steel Casing, Open-Cut, 12'-14' Depth (1 Site)	30.0	L.F.	110.00	3,300.00	150.00	4,500.00	220.00	6,600.00
20	16" Steel Casing, Open-Cut, 10'-12' Depth (1 Site)	30.0	L.F.	102.00	3,060.00	148.00	4,440.00	200.00	6,000.00
21	16" Steel Casing, Open-Cut, 8'-10' Depth (3 Sites)	200.0	L.F.	95.00	19,000.00	146.00	29,200.00	175.00	35,000.00
22	16" Steel Casing, Open-Cut, 6'-8' Depth (3 Sites)	98.0	L.F.	85.00	8,330.00	144.00	14,112.00	165.00	16,170.00
23	16" Steel Casing, Open-Cut, 4'-6' Depth (1 Site)	7.0	L.F.	80.00	560.00	142.00	994.00	160.00	1,120.00
24	Precast 48" Sewer Manhole - 17' Depth	1.0	Each	12,000.00	12,000.00	7,500.00	7,500.00	13,000.00	13,000.00
25	Precast 48" Sewer Manhole - 11' Depth	2.0	Each	8,000.00	16,000.00	6,500.00	13,000.00	9,500.00	19,000.00
26	Precast 48" Sewer Manhole - 10' Depth	2.0	Each	7,000.00	14,000.00	6,250.00	12,500.00	8,800.00	17,600.00
27	Precast 48" Sewer Manhole - 9' Depth	1.0	Each	6,000.00	6,000.00	5,500.00	5,500.00	7,600.00	7,600.00
28	Precast 48" Sewer Manhole - 8' Depth	1.0	Each	5,000.00	5,000.00	5,300.00	5,300.00	7,500.00	7,500.00
29	Connect to Existing Sewer Manhole	10.0	Each	2,500.00	25,000.00	1,000.00	10,000.00	2,500.00	25,000.00
30	Connect to Existing 4" Sewer Service Line	1.0	Each	500.00	500.00	750.00	750.00	800.00	800.00



**BID TABULATION**  
**CITY OF OXFORD**  
**SR 7 WATER & SEWER RELOCATIONS, PHASE II B**  
**M.D.O.T. PROJECT NO. SP-STP-0019-02(046)**  
**FEDERAL AWARD NO. 107-2-DW-5.15**

<b>BASE BID - SANITARY SEWER ITEMS</b>				Engineering Estimate		Argo Construction Corp. Cordova, TN Certificate No. 08921-MC		Eubank Construction Co. Booneville, MS Certificate No. 24650-MC	
31	Dewatering	1.0	L.S.	200,000.00	\$200,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00
32	Select Backfill	5,000.0	C.Y.	20.00	100,000.00	15.00	75,000.00	35.00	175,000.00
33	Excess Excavation	5,000.0	C.Y.	12.00	60,000.00	15.00	75,000.00	20.00	100,000.00
34	Remove MH Top Section & Backfill Manhole - 18'-20' Depth	2.0	Each	3,000.00	6,000.00	600.00	1,200.00	5,000.00	10,000.00
35	Remove & Backfill Existing Sewer Manhole - 12'-14' Depth	1.0	Each	2,800.00	2,800.00	400.00	400.00	7,500.00	7,500.00
36	Remove & Backfill of Existing Sewer Manhole - 10'-12' Depth	3.0	Each	2,500.00	7,500.00	300.00	900.00	4,000.00	12,000.00
37	Remove & Backfill of Existing Sewer Manholes - 6'-8' Depth	3.0	Each	2,000.00	6,000.00	200.00	600.00	3,500.00	10,500.00
38	Tracer Wire	2,880.0	L.F.	0.25	720.00	0.50	1,440.00	0.20	576.00
39	Clearing, Grubbing & Disposal	1.0	L.S.	15,000.00	15,000.00	22,000.00	22,000.00	40,000.00	40,000.00
40	Silt Fence	150.0	L.F.	3.50	525.00	2.25	337.50	4.00	600.00
41	Erosion Checks (Wattles)	200.0	L.F.	5.00	1,000.00	6.00	1,200.00	8.00	1,600.00
42	Erosion Control Blanket	100.0	S.Y.	10.00	1,000.00	1.15	115.00	8.00	800.00
43	Seed Fertilize & Mulch	1.0	L.S.	2,000.00	2,000.00	5,500.00	5,500.00	7,000.00	7,000.00
44	Solid Bermuda Sod	100.0	S.Y.	6.00	600.00	6.50	650.00	5.00	500.00
45	Traffic Control	1.0	L.S.	5,000.00	5,000.00	6,000.00	6,000.00	30,000.00	30,000.00
46	Asphalt Pavement Removal & Repair	53.0	S.Y.	120.00	6,360.00	250.00	13,250.00	300.00	15,900.00
47	Curb and Gutter Removal & Repair	12.0	L.F.	75.00	900.00	98.00	1,176.00	85.00	1,020.00
48	Concrete Sidewalk Removal & Repair	12.0	S.Y.	75.00	900.00	120.00	1,440.00	125.00	1,500.00
49	Plug Existing 12" Service in Existing Manhole	3.0	Each	1,000.00	3,000.00	152.00	456.00	1,000.00	3,000.00
50	Plug Existing 8" Service in Existing Manhole	5.0	Each	800.00	4,000.00	125.00	625.00	1,000.00	5,000.00
51	Plug Existing 6" Service in Existing Manhole	2.0	Each	600.00	1,200.00	115.00	230.00	850.00	1,700.00
52	Fill Abandoned Sewer Lines with Flowable Fill	40.0	C.Y.	200.00	8,000.00	450.00	18,000.00	500.00	20,000.00
53	Aggregate Piers (100' Zone East of Manhole 7)	1.0	L.S.	100,000.00	100,000.00	78,000.00	78,000.00	75,000.00	75,000.00
54	Soil Testing (In existing or proposed roadway zones)	1.0	L.S.	12,000.00	12,000.00	7,000.00	7,000.00	3,500.00	3,500.00
<b>Subtotal - Sanitary Sewer Items</b>					\$1,085,450.00		<b>\$1,353,461.50</b>		<b>\$2,021,071.00</b>
<b>TOTAL BASE BID - All Unit Price Items-Potable Water and Sanitary Sewer</b>					\$5,865,736.50		<b>\$5,986,963.50</b>		<b>\$7,979,657.00</b>

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

UTILITY AGREEMENT

STP-0019-02(046), 102168/204000

Lafayette

This agreement, entered into as of the date of the last signature, by and between the City of Oxford hereinafter referred to as the COMPANY, and the Mississippi Transportation Commission, hereinafter referred to as the COMMISSION, for the adjustment of the transmission and/or distribution facilities of the Company necessitated by the construction of a highway under the Mississippi Federal Aid Program.

1. That the COMMISSION will submit a project for highway construction, being a section of the highway known as SR No. 7 in Lafayette County, and to be designed as STP-0019-02(046), 102168/204000; and will recommend its approval by the Federal Highway Administration for construction with funds apportioned to the State under Federal Aid allotment: and,

2. That right of way for the proposed new road will pass over and include certain property interests of the COMPANY as defined by Paragraph 107(a) of Federal Highway Administration 23CFR645A upon which it has heretofore constructed and is now maintaining its water distribution facilities, which property interest will be more particularly described and located according to plans agreeable to both parties; and,

3. That the proposed highway construction will necessitate certain adjustment, removals and/or alterations of the existing facilities of the COMPANY as shown by the COMPANY'S plans and estimate of cost attached hereto and made a part of this agreement by reference; and,

4. That the proposed adjustment will not result in a credit for accrued depreciation of the COMPANY'S system; and,

5. That the COMPANY hereby certifies it is not eligible for 100% reimbursement of utility relocation costs in accordance with Senate Bill 2183 or Senate Bill 2250 amending Section 65-1-8, Mississippi Code 1972 Annotated (certification attached as ATTACHMENT A).

6. That the COMPANY will make the necessary adjustments, removals or alterations in its facilities at a total estimated cost of approximately \$ 2,466,643.75 as shown by the COMPANY'S estimate. That the total estimated cost to the COMMISSION for actual nonbetterment work will be approximately \$1,409,094.91, 57.126 %; and that the total estimated cost of the work to be done at the expense of the COMPANY will be approximately \$1,057,548.84, 42.874 %; and,

7. That the COMPANY will commence the work on or before the 16th day of September, 2024 and have it completed on or before the 12th day of June, 2025. The COMPANY shall be responsible for any delay to the construction of the project caused by the failure of the COMPANY to have its facilities moved on the aforementioned date.

8. That the COMPANY will perform the work provided for in this agreement by the method checked below:

BY COMPANY'S REGULAR FORCES: The COMPANY proposes to use their regular construction or maintenance crews and personnel at its standard schedule of wages and working hours and working in accordance with the terms of its agreement with such employees: or,

BY CONTRACT: The COMPANY does not have adequate staff or equipment to perform the necessary work with its own forces. Therefore, the COMPANY subject to prior approval of the COMMISSION and Federal Highway Administration proposes to contract the work covered by this agreement in accordance with the provisions of 23CFR645A. The items of work to be accomplished by contract and the names of the qualified contractors whose services will be solicited are shown in the COMPANY'S estimate; or,

Initial \_\_\_\_\_

BY EXISTING CONTINUING CONTRACT: Subject to prior approval of the COMMISSION and the Federal Highway Administration the COMPANY proposes to use an existing continuing contract under which certain work as shown by the COMPANY'S estimate is regularly performed for the COMPANY and under which the lowest available costs are developed. The name of the Contractor is listed in the COMPANY'S estimate; and,

9. That the method used by the COMPANY in developing the relocation costs except for Lump-Sum shall be in accordance with Paragraph 117 of 23CFR645A. Indicate here if Lump-Sum  or Actual Cost ; and,

10. That the COMPANY shall make the most economical type adjustments, removal, and/or alterations of its facilities as will satisfactorily meet the same service requirements of the old facility; and,

11. That the COMMISSION will reimburse the COMPANY the cost of work done here under, as hereinbefore provided for, but the liability of COMMISSION shall not exceed 115% of its assigned share of the estimated net Actual Cost without a Supplemental Utility Agreement agreed to by the parties and executed prior to COMMISSION's payment of the final bill, and COMMISSION shall reimburse COMPANY only for costs that are eligible for payment according to 23 CFR 645A; and,

12. That all cost records of the COMPANY pertaining to the project will be subject at any time before final audit to inspection by representatives of the COMMISSION and the Federal Highway Administration; and,

13. It is understood that the project herein contemplated is to be financed from funds appropriated by the Federal Government and expended under Federal regulations; that all plans, estimates of cost, specifications, awards of contracts, acceptance of work and procedure in general are subject at all times to all Federal laws, rules, regulations, orders and approval applying to it as a Federal Project, as well as all Buy America requirements as specified in 23 U.S.C. 313 and 23 CFR 635; and as supplemented by the Build America Buy America Act, enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021, and that the COMMISSION shall reimburse the COMPANY as provided above for only such items of work and expense and in such amounts and forms as are proper and eligible for payment according to 23CFR645A; and,

14. It is understood and agreed by and between the parties hereto that adjustments, removals, and/or alterations of the facilities to be made shall be made according to the plans and estimates attached hereto, which plans and estimates are hereby approved as to sufficiency thereof, and are incorporated herein and made a part hereof, and the COMMISSION shall pay the cost thereof according to the terms of this agreement, subject only to the provisions of paragraph 10 above. For the same consideration to be paid herein, the COMPANY does hereby agree to subordinate unto the COMMISSION such surface rights, subsurface rights or air rights, as the case maybe, in and to the property interests covered by this agreement, to the full extent of the needs and demands of the COMMISSION in its use thereof for the purpose of this agreement. Further, should the COMMISSION find it necessary or desirable to change the design, construction, and/or maintenance plans to an extent that will require additional adjustments, removals, and/or alterations in the facilities covered hereby, which remained within the existing easement or other property interest of the COMPANY, the COMPANY will make such further adjustments, removals, and/or alterations as may be necessary according to the methods hereinabove set out, and the COMMISSION will pay therefore such sums as may be mutually agreed upon, subject only to the provisions of paragraph 10 above. However, should the COMPANY for its own purposes need or desire to expand, alter, adjust, remove, relocate, service or maintain the facilities covered by this agreement, the COMPANY agrees to make application to the COMMISSION for a proper permit to cover such changes, and any such changes made shall be at the expense of the COMPANY.

Initial \_\_\_\_\_

WITNESS this my signature in execution hereof, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Oxford

Witness as to Company

BY \_\_\_\_\_  
Title Robyn Tannehill, Mayor

\_\_\_\_\_

Attest \_\_\_\_\_

(CORPORATE SEAL)

\_\_\_\_\_

WITNESS this my signature in execution hereof, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MISSISSIPPI TRANSPORTATION COMMISSION

Witness as to Commission

BY \_\_\_\_\_  
Executive Director

\_\_\_\_\_

BOOK \_\_\_\_\_ PAGES \_\_\_\_\_ & \_\_\_\_\_

\_\_\_\_\_

Attest:

\_\_\_\_\_

Secretary

(SEAL)

APPROVED: FEDERAL HIGHWAY ADMINISTRATION

\_\_\_\_\_  
Date                      Division Administrator

Initial \_\_\_\_\_



**ATTACHMENT A**

**CERTIFICATION**

COMPANY hereby certifies it is not eligible for 100% reimbursement of utility relocation costs in accordance with Senate Bill 2183 or Senate Bill 2250 amending Section 65-1-8, Mississippi Code 1972 Annotated, and the MDOT will be notified, immediately, in the event of any change in status of eligibility. By this certification, COMPANY understands that, should it be determined that this certification of eligibility was falsified by mistake or otherwise does not meet the Legal requirements, reimbursement of utility relocation costs will be based on property interest; and that COMPANY would be held responsible for the reimbursement of costs expended by the MDOT.

IN WITNESS WHEREOF, the parties hereto have affixed their respective corporate names and seals through their duly authorized officers this the \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

City of Oxford  
NAME OF COMPANY

Witness as to Company

BY \_\_\_\_\_  
Title Robyn Tannehill, Mayor

\_\_\_\_\_

Attest \_\_\_\_\_

(CORPORATE SEAL)

Initial \_\_\_\_\_

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

UTILITY AGREEMENT

STP-0019-02(046), 102168/204000

Lafayette

This agreement, entered into as of the date of the last signature, by and between the City of Oxford hereinafter referred to as the COMPANY, and the Mississippi Transportation Commission, hereinafter referred to as the COMMISSION, for the adjustment of the transmission and/or distribution facilities of the Company necessitated by the construction of a highway under the Mississippi Federal Aid Program.

1. That the COMMISSION will submit a project for highway construction, being a section of the highway known as SR No. 7 in Lafayette County, and to be designed as STP-0019-02(046), 102168/204000; and will recommend its approval by the Federal Highway Administration for construction with funds apportioned to the State under Federal Aid allotment: and,

2. That right of way for the proposed new road will pass over and include certain property interests of the COMPANY as defined by Paragraph 107(a) of Federal Highway Administration 23CFR645A upon which it has heretofore constructed and is now maintaining its sanitary sewer facilities, which property interest will be more particularly described and located according to plans agreeable to both parties; and,

3. That the proposed highway construction will necessitate certain adjustment, removals and/or alterations of the existing facilities of the COMPANY as shown by the COMPANY'S plans and estimate of cost attached hereto and made a part of this agreement by reference; and,

4. That the proposed adjustment will not result in a credit for accrued depreciation of the COMPANY'S system; and,

5. That the COMPANY hereby certifies it is not eligible for 100% reimbursement of utility relocation costs in accordance with Senate Bill 2183 or Senate Bill 2250 amending Section 65-1-8, Mississippi Code 1972 Annotated (certification attached as ATTACHMENT A).

6. That the COMPANY will make the necessary adjustments, removals or alterations in its facilities at a total estimated cost of approximately \$ 1,234,941.50 as shown by the COMPANY'S estimate. That the total estimated cost to the COMMISSION for actual nonbetterment work will be approximately \$485,875.38, 39.344 %; and that the total estimated cost of the work to be done at the expense of the COMPANY will be approximately \$ 749,066.12, 60.656 %; and,

7. That the COMPANY will commence the work on or before the 16th day of September, 2024 and have it completed on or before the 12th day of June, 2025. The COMPANY shall be responsible for any delay to the construction of the project caused by the failure of the COMPANY to have its facilities moved on the aforementioned date.

8. That the COMPANY will perform the work provided for in this agreement by the method checked below:

BY COMPANY'S REGULAR FORCES: The COMPANY proposes to use their regular construction or maintenance crews and personnel at its standard schedule of wages and working hours and working in accordance with the terms of its agreement with such employees: or,

BY CONTRACT: The COMPANY does not have adequate staff or equipment to perform the necessary work with its own forces. Therefore, the COMPANY subject to prior approval of the COMMISSION and Federal Highway Administration proposes to contract the work covered by this agreement in accordance with the provisions of 23CFR645A. The items of work to be accomplished by contract and the names of the qualified contractors whose services will be solicited are shown in the COMPANY'S estimate; or,

Initial \_\_\_\_\_

BY EXISTING CONTINUING CONTRACT: Subject to prior approval of the COMMISSION and the Federal Highway Administration the COMPANY proposes to use an existing continuing contract under which certain work as shown by the COMPANY'S estimate is regularly performed for the COMPANY and under which the lowest available costs are developed. The name of the Contractor is listed in the COMPANY'S estimate; and,

9. That the method used by the COMPANY in developing the relocation costs except for Lump-Sum shall be in accordance with Paragraph 117 of 23CFR645A. Indicate here if Lump-Sum  or Actual Cost ; and,

10. That the COMPANY shall make the most economical type adjustments, removal, and/or alterations of its facilities as will satisfactorily meet the same service requirements of the old facility; and,

11. That the COMMISSION will reimburse the COMPANY the cost of work done here under, as hereinbefore provided for, but the liability of COMMISSION shall not exceed 115% of its assigned share of the estimated net Actual Cost without a Supplemental Utility Agreement agreed to by the parties and executed prior to COMMISSION's payment of the final bill, and COMMISSION shall reimburse COMPANY only for costs that are eligible for payment according to 23 CFR 645A; and,

12. That all cost records of the COMPANY pertaining to the project will be subject at any time before final audit to inspection by representatives of the COMMISSION and the Federal Highway Administration; and,

13. It is understood that the project herein contemplated is to be financed from funds appropriated by the Federal Government and expended under Federal regulations; that all plans, estimates of cost, specifications, awards of contracts, acceptance of work and procedure in general are subject at all times to all Federal laws, rules, regulations, orders and approval applying to it as a Federal Project, as well as all Buy America requirements as specified in 23 U.S.C. 313 and 23 CFR 635; and as supplemented by the Build America Buy America Act, enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021, and that the COMMISSION shall reimburse the COMPANY as provided above for only such items of work and expense and in such amounts and forms as are proper and eligible for payment according to 23CFR645A; and,

14. It is understood and agreed by and between the parties hereto that adjustments, removals, and/or alterations of the facilities to be made shall be made according to the plans and estimates attached hereto, which plans and estimates are hereby approved as to sufficiency thereof, and are incorporated herein and made a part hereof, and the COMMISSION shall pay the cost thereof according to the terms of this agreement, subject only to the provisions of paragraph 10 above. For the same consideration to be paid herein, the COMPANY does hereby agree to subordinate unto the COMMISSION such surface rights, subsurface rights or air rights, as the case maybe, in and to the property interests covered by this agreement, to the full extent of the needs and demands of the COMMISSION in its use thereof for the purpose of this agreement. Further, should the COMMISSION find it necessary or desirable to change the design, construction, and/or maintenance plans to an extent that will require additional adjustments, removals, and/or alterations in the facilities covered hereby, which remained within the existing easement or other property interest of the COMPANY, the COMPANY will make such further adjustments, removals, and/or alterations as may be necessary according to the methods hereinabove set out, and the COMMISSION will pay therefore such sums as may be mutually agreed upon, subject only to the provisions of paragraph 10 above. However, should the COMPANY for its own purposes need or desire to expand, alter, adjust, remove, relocate, service or maintain the facilities covered by this agreement, the COMPANY agrees to make application to the COMMISSION for a proper permit to cover such changes, and any such changes made shall be at the expense of the COMPANY.

Initial \_\_\_\_\_

WITNESS this my signature in execution hereof, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Oxford

Witness as to Company

BY \_\_\_\_\_  
Title Robyn Tannehill, Mayor

\_\_\_\_\_

Attest \_\_\_\_\_

(CORPORATE SEAL)

\_\_\_\_\_

WITNESS this my signature in execution hereof, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MISSISSIPPI TRANSPORTATION COMMISSION

Witness as to Commission

BY \_\_\_\_\_  
Executive Director

\_\_\_\_\_

BOOK \_\_\_\_\_ PAGES \_\_\_\_\_ & \_\_\_\_\_

\_\_\_\_\_

Attest:

\_\_\_\_\_

Secretary

(SEAL)

APPROVED: FEDERAL HIGHWAY ADMINISTRATION

\_\_\_\_\_  
Date                      Division Administrator

Initial \_\_\_\_\_



**ATTACHMENT A**

**CERTIFICATION**

COMPANY hereby certifies it is not eligible for 100% reimbursement of utility relocation costs in accordance with Senate Bill 2183 or Senate Bill 2250 amending Section 65-1-8, Mississippi Code 1972 Annotated, and the MDOT will be notified, immediately, in the event of any change in status of eligibility. By this certification, COMPANY understands that, should it be determined that this certification of eligibility was falsified by mistake or otherwise does not meet the Legal requirements, reimbursement of utility relocation costs will be based on property interest; and that COMPANY would be held responsible for the reimbursement of costs expended by the MDOT.

IN WITNESS WHEREOF, the parties hereto have affixed their respective corporate names and seals through their duly authorized officers this the \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

City of Oxford  
NAME OF COMPANY

Witness as to Company

BY \_\_\_\_\_  
Title Robyn Tannehill, Mayor

\_\_\_\_\_

Attest \_\_\_\_\_

(CORPORATE SEAL)

Initial \_\_\_\_\_



**OXFORD**  
DEVELOPMENT  
SERVICES

# MEMORANDUM

---

**To:** Board of Aldermen

**From:** John Crawley, City Engineer

**CC:** Bart Robinson, P.E., COO/Rob Neely, P.E., General Manager Oxford Utilities

**Date:** July 16, 2024

**Re:** Permission to Accept Bids and Award Contracts  
Highway 7 Water Main Relocation Project, Phase IIC

---

Engineering request acceptance of the low bid of Axis Site Work, LLC in the amount of \$1,793,511.00 for the captioned project.

Permission is requested for the Mayor to execute contracts with the low bidder.


John

City of Oxford  
107 Courthouse Square  
Oxford, MS 38655  
July 10, 2024 - 11:00 A.M.

**BID TABULATION**  
**CITY OF OXFORD**  
**SR 7 WATER DISTRIBUTION EXTENSION, PHASE II C**  
**FEDERAL AWARD NO. 107-2-DW-5.15**  
**Revised 07/11/2024**

**BID SUMMARY**

This is certified to be a true and correct tabulation of bids received:

 7/11/2024  
David G. Daniels, PE  
Daniels & Associates, Inc.

Engineering Estimate	<b>Axis Site Work, LLC</b> Oxford, MS Certificate No. 25966-MC	Argo Construction Corp. Cordova, TN Certificate No. 08921-MC
\$1,918,558.50	<b>\$1,793,511.00</b>	\$1,863,396.00
M&N Excavators, Inc. Oxford, MS Certificate No. 12513-MC	Enscor, LLC Arlington, TN Certificate No. 12345-MC	AHS Construction Co. New Albany, MS Certificate No. 19189-MC
\$1,863,885.66	\$2,146,191.50	\$2,240,471.85

**BID TABULATION**  
**CITY OF OXFORD**  
**SR 7 WATER DISTRIBUTION EXTENSION, PHASE II C**  
**FEDERAL AWARD NO. 107-2-DW-5.15**  
 Revised 07/11/2024

BASE BID - POTABLE WATER ITEMS				Engineering Estimate		Axis Site Work, LLC Oxford, MS Certificate No. 25966-MC		Argo Construction Corp. Cordova, TN Certificate No. 08921-MC	
No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1.0	L.S.	\$50,000.00	\$50,000.00	\$25,000.00	\$25,000.00	\$100,000.00	\$100,000.00
2	16" Ductile Iron Pipe, CL. 350	8,440.0	L.F.	130.00	1,097,200.00	117.00	987,480.00	102.00	860,880.00
3	8" Ductile Iron Pipe, CL. 350	520.0	L.F.	95.00	49,400.00	56.00	29,120.00	70.00	36,400.00
4	2" HDPE Service Tubing, DR 9, CTS	10.0	L.F.	20.00	200.00	15.00	150.00	10.00	100.00
5	3/4" Copper Service Line, Type "K"	10.0	Each	20.00	200.00	20.00	200.00	25.00	250.00
6	10" HDPE D.I.P.S. DR 11, (Installed in Casing) (2 Sites)	640.0	L.F.	85.00	54,400.00	55.00	35,200.00	200.00	128,000.00
7	18" HDPE D.I.P.S. DR 11, (Open-Cut) (1 Site)	80.0	L.F.	150.00	12,000.00	90.00	7,200.00	250.00	20,000.00
8	18" HDPE D.I.P.S. DR 11, Directional Bore (4 Sites)	720.0	L.F.	250.00	180,000.00	210.00	151,200.00	280.00	201,600.00
9	16" HDPE D.I.P.S. Casing, Directional Bore (2 Sites)	540.0	L.F.	200.00	108,000.00	200.00	108,000.00	220.00	118,800.00
10	16" HDPE D.I.P.S. Casing, Open-Cut (1 Site)	60.0	L.F.	180.00	10,800.00	90.00	5,400.00	68.00	4,080.00
11	16" Road/Drive Bore, No Casing (3 Sites)	45.0	L.F.	150.00	6,750.00	140.00	6,300.00	450.00	20,250.00
12	Collection & Disposal of Drilling Mud (9 Sites)	1.0	L.S.	10,000.00	10,000.00	20,000.00	20,000.00	7,500.00	7,500.00
13	3-Way Fire Hydrant Assembly (Factory Coated Yellow)	5.0	Each	6,800.00	34,000.00	7,500.00	37,500.00	10,000.00	50,000.00
14	8" x 8" Wet Tap Assembly	1.0	Each	6,000.00	6,000.00	5,000.00	5,000.00	10,000.00	10,000.00
15	16" Gate Valve & Box	7.0	Each	15,000.00	105,000.00	14,000.00	98,000.00	18,000.00	126,000.00
16	8" Gate Valve & Box	3.0	Each	2,200.00	6,600.00	2,500.00	7,500.00	4,000.00	12,000.00
17	1" Air Release Assembly	7.0	Each	2,500.00	17,500.00	800.00	5,600.00	4,100.00	28,700.00
18	Relocate & Reconnect Existing 2" Meter & Box	1.0	Each	600.00	600.00	1,500.00	1,500.00	400.00	400.00
19	Relocate & Reconnect Existing 3/4" Meter & Box	1.0	Each	600.00	600.00	1,000.00	1,000.00	300.00	300.00
20	16" x 2" Saddle	1.0	Each	500.00	500.00	1,000.00	1,000.00	1,000.00	1,000.00
21	2" Corporation Stop	1.0	Each	450.00	450.00	750.00	750.00	700.00	700.00
22	3/4" Corporation Stop	1.0	Each	265.00	265.00	250.00	250.00	200.00	200.00
23	2" Curb Valve	1.0	Each	510.00	510.00	1,000.00	1,000.00	1,000.00	1,000.00
24	3/4" Curb Valve	1.0	Each	280.00	280.00	200.00	200.00	300.00	300.00
25	2" Service Pressure Reducer	1.0	Each	500.00	500.00	1,500.00	1,500.00	2,000.00	2,000.00
26	3/4" Service Pressure Reducer	1.0	Each	290.00	290.00	500.00	500.00	400.00	400.00
27	Connect to Existing 16" Main	1.0	Each	2,500.00	2,500.00	2,600.00	2,600.00	3,500.00	3,500.00
28	Connect to Existing 8" Main	1.0	Each	1,000.00	1,000.00	1,500.00	1,500.00	1,750.00	1,750.00
29	Cap & Block New 16" Main	1.0	Each	1,500.00	1,500.00	2,000.00	2,000.00	2,750.00	2,750.00
30	Remove Existing Flush Hydrant & Deliver to Owner	1.0	Each	500.00	500.00	1,000.00	1,000.00	200.00	200.00



City of Oxford  
 107 Courthouse Square  
 Oxford, MS 38655  
 July 10, 2024 - 11:00 A.M.

**BID TABULATION**  
**CITY OF OXFORD**  
**SR 7 WATER DISTRIBUTION EXTENSION, PHASE II C**  
**FEDERAL AWARD NO. 107-2-DW-5.15**  
*Revised 07/11/2024*

<b>BASE BID - POTABLE WATER ITEMS</b>				Engineering Estimate		<b>Axis Site Work, LLC</b> Oxford, MS Certificate No. 25966-MC		Argo Construction Corp. Cordova, TN Certificate No. 08921-MC	
No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
31	Ductile Iron Fittings	6,038.0	Lbs.	\$10.00	\$60,380.00	\$14.00	\$84,532.00	\$0.25	\$1,509.50
32	16" Set Screw Retainer Gland	69.0	Each	350.00	24,150.00	600.00	41,400.00	400.00	27,600.00
33	8" Set Screw Retainer Gland	23.0	Each	100.00	2,300.00	400.00	9,200.00	115.00	2,645.00
34	16" Joint Restraint Gaskets	24.0	Each	550.00	13,200.00	600.00	14,400.00	900.00	21,600.00
35	Asphalt Pavement Removal & Repair (3 Sites)	20.0	S.Y.	90.00	1,800.00	200.00	4,000.00	300.00	6,000.00
36	Curb & Gutter Removal and Repair (2 Sites)	6.0	L.F.	60.00	360.00	400.00	2,400.00	200.00	1,200.00
37	Limestone Gravel Drive Repair	6.0	C.Y.	125.00	750.00	150.00	900.00	200.00	1,200.00
38	Pothole of Utilities by Vacuum Excavator	1.0	L.S.	10,000.00	10,000.00	5,000.00	5,000.00	20,000.00	20,000.00
39	Clearing, Grubbing, and Disposal	1.0	L.S.	30,000.00	30,000.00	46,601.00	46,601.00	20,000.00	20,000.00
40	Tracer Wire	10,420.0	L.F.	0.30	3,126.00	0.40	4,168.00	0.40	4,168.00
41	Tracer Wire Test Stations	13.0	Each	150.00	1,950.00	200.00	2,600.00	150.00	1,950.00
42	Seed, Fertilize, & Mulch	8,665.0	L.F.	1.50	12,997.50	4.00	34,660.00	1.90	16,463.50
<b>Total All Unit Price Potable Water Bid Items</b>				<b>\$1,918,558.50</b>		<b>\$1,793,511.00</b>		<b>\$1,863,396.00</b>	

**BID TABULATION**  
**CITY OF OXFORD**  
**SR 7 WATER DISTRIBUTION EXTENSION, PHASE II C**  
**FEDERAL AWARD NO. 107-2-DW-5.15**  
*Revised 07/11/2024*

<b>BASE BID - POTABLE WATER ITEMS</b>				M&N Excavators, Inc. Oxford, MS Certificate No. 12513-MC		Encor, LLC Arlington, TN Certificate No. 12345-MC		AHS Construction Co. New Albany, MS Certificate No. 19189-MC	
No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1.0	L.S.	\$15,239.48	\$15,239.48	\$50,000.00	\$50,000.00	\$20,000.00	\$20,000.00
2	16" Ductile Iron Pipe, CL. 350	8,440.0	L.F.	117.08	988,155.20	124.00	1,046,560.00	145.50	1,228,020.00
3	8" Ductile Iron Pipe, CL. 350	520.0	L.F.	56.06	29,151.20	70.00	36,400.00	78.00	40,560.00
4	2" HDPE Service Tubing, DR 9, CTS	10.0	L.F.	7.91	79.10	20.00	200.00	24.00	240.00
5	3/4" Copper Service Line, Type "K"	10.0	Each	13.74	137.40	20.00	200.00	23.00	230.00
6	10" HDPE D.I.P.S. DR 11, (Installed in Casing) (2 Sites)	640.0	L.F.	58.68	37,555.20	64.00	40,960.00	86.16	55,142.40
7	18" HDPE D.I.P.S. DR 11, (Open-Cut) (1 Site)	80.0	L.F.	202.56	16,204.80	250.00	20,000.00	306.24	24,499.20
8	18" HDPE D.I.P.S. DR 11, Directional Bore (4 Sites)	720.0	L.F.	328.96	236,851.20	425.00	306,000.00	325.00	234,000.00
9	16" HDPE D.I.P.S. Casing, Directional Bore (2 Sites)	540.0	L.F.	241.45	130,383.00	360.00	194,400.00	225.00	121,500.00
10	16" HDPE D.I.P.S. Casing, Open-Cut (1 Site)	60.0	L.F.	74.55	4,473.00	135.00	8,100.00	174.00	10,440.00
11	16" Road/Drive Bore, No Casing (3 Sites)	45.0	L.F.	270.92	12,191.40	250.00	11,250.00	233.00	10,485.00
12	Collection & Disposal of Drilling Mud (9 Sites)	1.0	L.S.	28,221.25	28,221.25	12,000.00	12,000.00	25,000.00	25,000.00
13	3-Way Fire Hydrant Assembly (Factory Coated Yellow)	5.0	Each	8,355.60	41,778.00	5,000.00	25,000.00	6,815.00	34,075.00
14	8" x 8" Wet Tap Assembly	1.0	Each	3,640.54	3,640.54	10,000.00	10,000.00	6,432.00	6,432.00
15	16" Gate Valve & Box	7.0	Each	15,243.91	106,707.37	15,000.00	105,000.00	15,150.00	106,050.00
16	8" Gate Valve & Box	3.0	Each	2,507.95	7,523.85	2,800.00	8,400.00	3,350.00	10,050.00
17	1" Air Release Assembly	7.0	Each	772.26	5,405.82	2,500.00	17,500.00	2,587.00	18,109.00
18	Relocate & Reconnect Existing 2" Meter & Box	1.0	Each	487.41	487.41	1,000.00	1,000.00	3,500.00	3,500.00
19	Relocate & Reconnect Existing 3/4" Meter & Box	1.0	Each	322.83	322.83	750.00	750.00	2,000.00	2,000.00
20	16" x 2" Saddle	1.0	Each	811.51	811.51	1,200.00	1,200.00	1,500.00	1,500.00
21	2" Corporation Stop	1.0	Each	778.59	778.59	1,000.00	1,000.00	950.00	950.00
22	3/4" Corporation Stop	1.0	Each	248.14	248.14	160.00	160.00	450.00	450.00
23	2" Curb Valve	1.0	Each	600.08	600.08	900.00	900.00	950.00	950.00
24	3/4" Curb Valve	1.0	Each	139.26	139.26	180.00	180.00	475.00	475.00
25	2" Service Pressure Reducer	1.0	Each	1,196.37	1,196.37	1,725.00	1,725.00	2,487.00	2,487.00
26	3/4" Service Pressure Reducer	1.0	Each	251.43	251.43	300.00	300.00	932.00	932.00
27	Connect to Existing 16" Main	1.0	Each	2,595.30	2,595.30	7,100.00	7,100.00	5,272.00	5,272.00
28	Connect to Existing 8" Main	1.0	Each	1,107.75	1,107.75	3,000.00	3,000.00	3,200.00	3,200.00
29	Cap & Block New 16" Main	1.0	Each	3,101.70	3,101.70	5,000.00	5,000.00	2,500.00	2,500.00
30	Remove Existing Flush Hydrant & Deliver to Owner	1.0	Each	506.40	506.40	500.00	500.00	2,000.00	2,000.00

City of Oxford  
 107 Courthouse Square  
 Oxford, MS 38655  
 July 10, 2024 - 11:00 A.M.

**BID TABULATION**  
**CITY OF OXFORD**  
**SR 7 WATER DISTRIBUTION EXTENSION, PHASE II C**  
**FEDERAL AWARD NO. 107-2-DW-5.15**  
*Revised 07/11/2024*

<b>BASE BID - POTABLE WATER ITEMS</b>				M&N Excavators, Inc. Oxford, MS Certificate No. 12513-MC		Encor, LLC Arlington, TN Certificate No. 12345-MC		AHS Construction Co. New Albany, MS Certificate No. 19189-MC	
No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
31	Ductile Iron Fittings	6,038.0	Lbs.	\$17.15	\$103,551.70	\$12.00	\$72,456.00	\$19.00	\$114,722.00
32	16" Set Screw Retainer Gland	69.0	Each	506.40	34,941.60	534.00	36,846.00	590.00	40,710.00
33	8" Set Screw Retainer Gland	23.0	Each	253.20	5,823.60	145.00	3,335.00	310.00	7,130.00
34	16" Joint Restraint Gaskets	24.0	Each	516.53	12,396.72	768.00	18,432.00	658.00	15,792.00
35	Asphalt Pavement Removal & Repair (3 Sites)	20.0	S.Y.	189.90	3,798.00	150.00	3,000.00	240.00	4,800.00
36	Curb & Gutter Removal and Repair (2 Sites)	6.0	L.F.	284.85	1,709.10	100.00	600.00	65.00	390.00
37	Limestone Gravel Drive Repair	6.0	C.Y.	79.76	478.56	120.00	720.00	100.00	600.00
38	Pothole of Utilities by Vacuum Excavator	1.0	L.S.	7,596.00	7,596.00	5,000.00	5,000.00	30,000.00	30,000.00
39	Clearing, Grubbing, and Disposal	1.0	L.S.	3,798.00	3,798.00	65,000.00	65,000.00	32,000.00	32,000.00
40	Tracer Wire	10,420.0	L.F.	0.48	5,001.60	1.00	10,420.00	1.00	10,420.00
41	Tracer Wire Test Stations	13.0	Each	94.95	1,234.35	200.00	2,600.00	156.00	2,028.00
42	Seed, Fertilize, & Mulch	8,665.0	L.F.	0.89	7,711.85	1.50	12,997.50	1.25	10,831.25
<b>Total All Unit Price Potable Water Bid Items</b>				<b>\$1,863,885.66</b>		<b>\$2,146,191.50</b>		<b>\$2,240,471.85</b>	



**OXFORD**  
DEVELOPMENT  
SERVICES

# MEMORANDUM

---

**To:** Board of Aldermen

**From:** John Crawley, City Engineer

**CC:** Bart Robinson, P.E., COO/Johnathan Mizell, Chief Building Official

**Date:** July 16, 2024

**Re:** Permission to Operate a Lift for Exterior Painting at Boure  
Oxford Square

---

Seeker Properties, LLC is seeking permission to use an articulated lift machine to perform exterior painting on Boure restaurant for a period of 15 days beginning July 17, 2024. The lift will intermittently be parked in front of Boure, not in parking spaces, within the private drive thru of Renasant Bank, and behind the building on Monroe Avenue. While no parking spaces are being used, the presence of the lift will require that pedestrian traffic be rerouted around machinery and work areas. The contractor performing the work will be responsible for making sure that all pedestrian ways are open and safe for travel.

John





**OXFORD**  
DEVELOPMENT  
SERVICES

# MEMORANDUM

---

**To:** Board of Aldermen

**From:** John Crawley, City Engineer

**CC:** Bart Robinson, P.E., COO/Rob Neely, P.E., General Manager Oxford Utilities

**Date:** July 16, 2024

**Re:** Permission to Advertise for Engineering Proposals  
Pegues Road Extension Project

---

Engineering request permission to advertise for proposals from qualified engineering firms for the design, construction, and oversight of the Pegues Road Extension Project. Since this project will receive federal and state funding, the selection and hiring a consultant will be guided by MDOT. This advertisement is the first step in that process.

John

This instrument prepared by:  
Bela J Chain III, Lawyer  
MS Bar No. 8666  
P. O. Box 913,  
404 Galleria Dr., Ste.#2  
Oxford, MS 38655  
(662) 234-1667

Grantor:  
ANN CAROLINE ROY  
110 East Lynch St.  
Durham, NC 27701  
919 923-1168

Grantee:  
JOSEPH A. MISTILIS  
CATHERINE I. MISTILIS  
1947 College Hill Rd.  
Oxford, MS 38655  
662 816-5343

INDEXING: Lot number 4 of Block H of Section 2 as said lot, block and section are shown and designated upon the official map and plat of the Oxford Memorial Cemetery.

---

STATE OF MISSISSIPPI  
COUNTY OF LAFAYETTE

CEMETERY DEED

FOR AND IN CONSIDERATION of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, I, ANN CAROLINE ROY do hereby grant, bargain, sell, convey and warrant unto:

JOSEPH A. MISTILIS and CATHERINE I. MISTILIS  
as joint tenants with full rights  
of survivorship and not as tenants in common

that certain parcel of land lying situate in Lafayette County, Mississippi, more particularly described as follows, to-wit:

**Lot number 4 of Block H of Section 2 as said lot, block and section are shown and designated upon the official map and plat of the Oxford Memorial Cemetery, recorded in Plat Cabinet A, at Slides 26, 27 and 28 formerly found in Plat Book 1, pages 62 and 68 of the records on file in the office of the Chancery Clerk in Lafayette County, Mississippi.**

Ann Caroline Roy along with her late brother John Fredrick Roy inherited said property from their mother, Helen H. Roy, deceased, her will probated in the Chancery Court of Lafayette Co., MS, in cause number 2004-130. Helen H. Roy having survived her husband, Leland Fredrick Roy, deceased, whose will is filed in Will Book 20, at Page 435 of the aforesaid land records. John Fredrick Roy died in 2015 without a spouse and no children leaving as his only heir at law his sister named herein.

A copy of the plat of the subject area as kept by the superintendent of the Oxford Memorial Cemetery is attached as Exhibit "A" to aid in this description.

The City of Oxford, MS, joins in this transaction quit claiming the within described cemetery lot to the Grantee herein. By way of explanation the original of the cemetery deed from the City of Oxford to Leland Fredrick Roy was never recorded and has been misplaced.

**WITNESS OUR SIGNATURES** on the dates as indicated in 2024.

\_\_\_\_\_  
**ANN CAROLINE ROY** DATE \_\_\_\_\_

THE CITY OF OXFORD, MS

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
ROBYN M. TANNEHILL, MAYOR

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

THIS DAY PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the State and County aforesaid, the within named **ROBYN M. TANNEHILL** as Mayor of **The City of Oxford, MS**, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned, for and on behalf of said City of Oxford, MS, and as its act and deed, having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_



STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

**THIS DAY PERSONALLY APPEARED BEFORE ME**, the undersigned authority in and for the jurisdiction aforesaid, the within named **ANN CAROLINE ROY** who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned

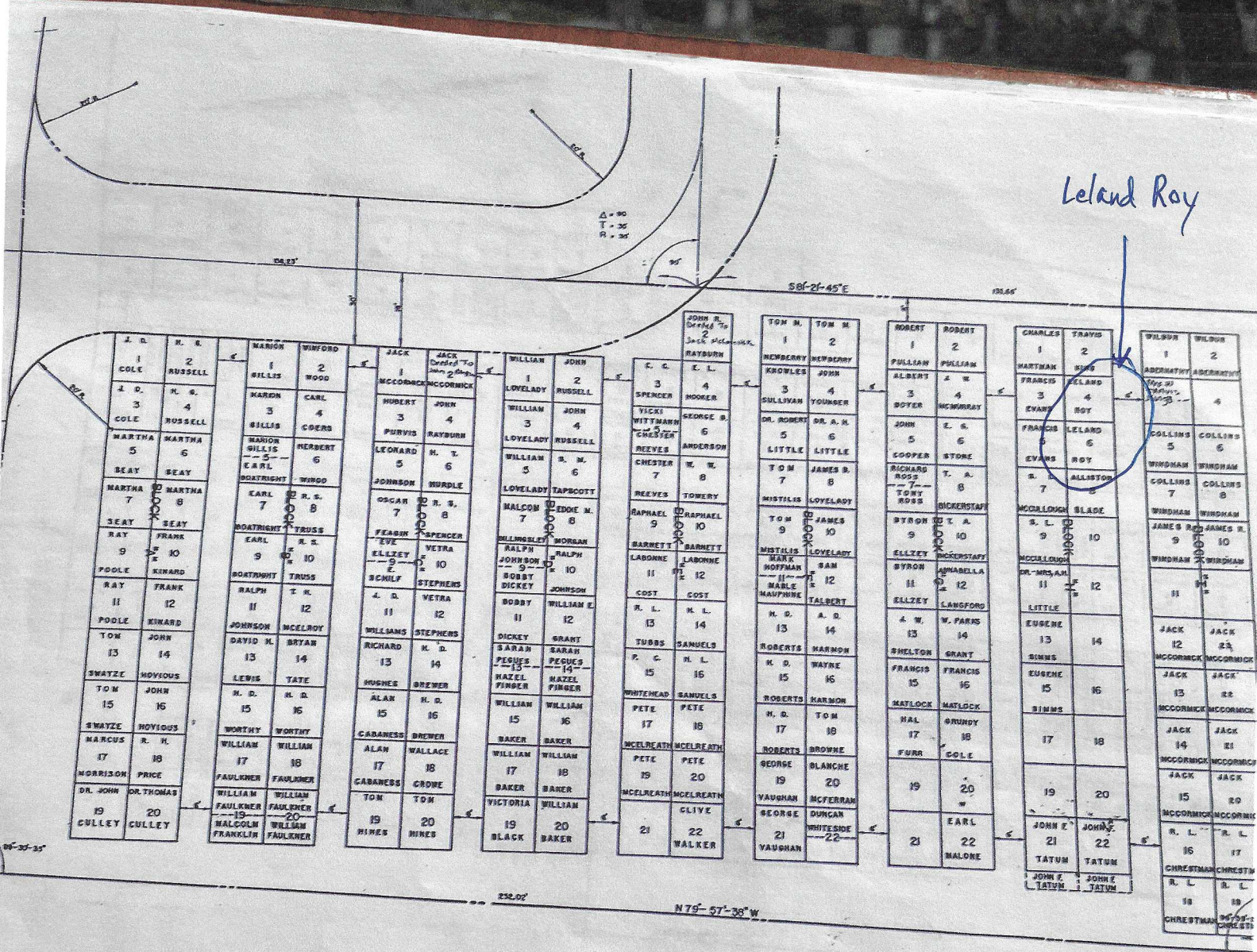
**GIVEN UNDER MY HAND AND OFFICIAL SEAL**, on this the \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires:  
\_\_\_\_\_



Leland Roy



NOTE! ALL LOTS SHOWN ARE 10' X 10'  
UNLESS DIMENSIONED OTHERWISE.

Exhibit "A"

2





**City of Oxford  
Board of Aldermen  
Recess Meeting - BOA  
July 18, 2024, 9:00 am - 2:00 pm  
City Hall Courtroom**

**DOCUMENTS**

# Table of Contents

Cover Page

Table of Contents

Signed\_approved\_minutes\_07182024

OPD grant budget revision- fund 633- budget revision

OPD grant budget revision- fund 633- goal revision

OPD grant budget revision- fund 635- goal revision

Dev\_Svcs

Historic\_Properties

Oxford\_Conference\_Center

2025 Dept Spreadsheet - Water Sewer for Board

FY2025 Capital Equipment Summary

Water Sewer Project Summary 2024-2025

ARPA-MCWI Project Summary

organizational chart - FY2025

2025 Long Term Plan



## MINUTES

City of Oxford  
Board of Aldermen  
Recess Meeting - BOA  
Thursday, July 18, 2024, 9:00 am - 2:00 pm  
City Hall Courtroom



1. Call to order.

The meeting of the Mayor and Board of Alderman of the City of Oxford, Mississippi, was called to order by Mayor Tannehill at 9:00am on Tuesday, July 18, 2024 in the courtroom of Oxford City Hall when and where the following were present:

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

Mayo Mallette, PLLC- Of Counsel-absent  
Ashley Atkinson- City Clerk  
Bart Robinson- Chief Operating Officer  
Braxton Tullos- Human Resources Director  
Hollis Green- Director of Development Services  
Jessi Tolleson-Comptroller  
John Crawley-City Engineer  
Johnathan Mizell-Building Official  
Ben Requet-City Planner  
Amberlyn Liles-Environmental Services Superintendent  
Kate Kenwright-Planning Department  
Joey Gardner-Fire Chief

2. Adopt the agenda for the meeting.

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

3. Update on downtown detention project and discuss use of right-of-way by downtown businesses. (Mark Levy)

Aldermen Howell-Atkinson and Taylor arrived to the meeting.

Special Projects Director, Mark Levy, gave the Board an update on the construction at the Downtown Regional Detention Project/City Grocery Parking Lot.

4. Request approval of two modifications to MS Office of Highway Safety Grant- 405D Alcohol and Drug Impaired Driving and one modification to MS Office of Highway Safety Grant- 402 Police Traffic Services. (Ashley Atkinson)

It was moved by Alderman Addy, seconded by Alderman Hyneman to approve two modifications to MS Office of Highway Safety Grant-405D Alcohol and Drug Impaired Driving and one modification to MS Office of Highway Safety Grant-402 Police Traffic Services. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

5. Budget Presentations from the following departments:

a. Development Services- Engineering & Street

It was moved by Alderman Addy, seconded by Alderman Huelse to add \$50,000.00 to the Street Department FY 2025 budget, for updates to the LOU Transportation Plan. All the aldermen present voting, aye, Mayor Tannehill declared the motion carried.

b. Historic Properties

c. Development Services- Building

d. Development Services- Planning

e. Oxford Conference Center

f. Water & Sewer

6. Consider an executive session.

No action was taken on this item.

7. Recess to meet at 1:00pm on Tuesday, July 23, 2024.

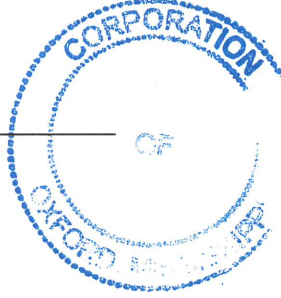
It was moved by Alderman Huelse, seconded by Alderman Bailey to recess the meeting until 1:00pm on Tuesday, July 23, 2024. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

*Robyn Tannehill*

Robyn Tannehill, Mayor

*ASA*

Ashley Atkinson, City Clerk





**MISSISSIPPI  
Office of Highway Safety**

July 12, 2024

Robyn Tannehill, Mayor  
City of Oxford/Oxford Police Department  
715 Molly Barr Road  
Oxford, MS 38655

Project Number: M5HVE-2024-MD-22-51  
Title: 405D Alcohol and Drug Impaired Driving  
Funding Amount: \$161,436.16

Dear Robyn Tannehill, Mayor:

The MS Office of Highway Safety is pleased to announce your agency has been approved for the requested budget revision to the salary and wage. Remember all program activities must remain within the scope of the funding source shown above and must be implemented in accordance with the National Highway Traffic Safety Administration (NHTSA) Guidelines specific to this funding source.

These guidelines can be found in the "Highway Safety Grant Funding Guidance" located on the web at the following address: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>. We encourage you to review these guidelines to ensure compliance.

Enclosed is the revised cost summary support sheet agreement obligating federal funds as outlined above. Please review the documents and if you approve please initial the Cost Summary Sheet. Strict adherence to provisions is essential to ensure compliance with applicable federal and state statutes, rules, regulations and guidelines. We encourage you to review these guidelines to ensure compliance.

Please return the original signed document to MOHS on or before July 26, 2024. Be sure to place a copy in your agency's grant file. If you have any questions or concerns please contact me at [pHenry@dps.ms.gov](mailto:pHenry@dps.ms.gov) and (601) 391-4912 or your Program Manager Lakisha Williams [lrwilliams@dps.ms.gov](mailto:lrwilliams@dps.ms.gov) and (601) 391-4919.

Sincerely,

  
Princella A. Henry, Impaired Driving Division Director  
Mississippi Office of Highway Safety

*Mississippi Office of Highway Safety 152 Watford Parkway Drive, Canton, Mississippi 39046*

**MS OFFICE OF HIGHWAY SAFETY  
FY24 COST SUMMARY SUPPORT SHEET REVISION**

1. Applicant Agency: City of Oxford/Oxford Police Department		Page 1 of 2	
2. Sub-grant Number: MSHVE-2024-MD-22-51	3. Grant ID: 405D Alcohol and Drug Impaired Driving	4. Grant Beginning: October 1, 2023	5. Grant Ending: September 30, 2024
6. Activity: Alcohol and Drug Impaired Driving Enforcement		7. Revision Effective Date:	
8. Category	10. Description of item and/or Basis for Valuation	11. Budget	
9. Line Item		Federal	All Other
			Total
Salary and Wage Original Grant Amount \$153,362.56 Revised Grant Amount \$153,362.56	Individual Officer @ approx. \$26.00 per hour X @ approx. 2080 hrs = <b>\$54,080.00</b>  Individual Officer @ approx. \$26.00 per hour X @ approx. 2080 hrs = <b>\$54,080.00</b>  Officers over-time or regular time above and beyond normal work hours @ approx. \$46.22 per hour X @ approx. 943 hrs = \$43,585.46 not to exceed <b>\$43,581.60</b>  Grant Coordinator @ approx. \$33.77 per hour X @ approx. 48 hrs = <b>\$1,620.96</b>  <b>Total Salaries = \$153,362.56</b>	\$153,362.56	\$153,362.56
Contractual Services Original Grant Amount \$80.00 Revised Grant Amount \$80.00	Shipping Cost = <b>\$80.00</b>  <b>Total Contractual = \$80.00</b>	\$80.00	\$80.00
Travel Original Grant Amount \$6,803.60 Revised Grant Amount \$6,803.60  Meals can only be claimed with an overnight hotel stay. In-State meals will be reimbursed at the maximum reimbursement rate of \$59.00 per day, unless overnight travel is in a high-cost area (Oxford-\$64.00, Southaven-\$59.00, Starkville-\$64.00)	In-State Highway Safety Training: STORM Conference. Meals: @ approximately \$46.00 per day x 4 days = \$184.00 \$184.00 x 20% meal gratuity = \$36.80 \$220.80 x 2 people = <b>\$441.60</b>  <b>In-State STORM Conference Total = \$441.60</b>	\$6,803.60	\$6,803.60



<p>Itemized receipts are required on all In-state travel</p> <p>Mileage Rate 01/01/2023: \$0.655 Mileage Rate 01/01/2024: \$0.67</p> <p>Mileage can only be reimbursed on a personal vehicle. Mileage cannot be claimed when using a state/agency issued vehicle.</p> <p>Proof of mileage should be received with all Mileage reimbursement.</p> <p>Travel cost must coincide with all MOHS, state and federal guidelines, policies, rates. (Ex. MapQuest)</p> <p>Ground Transportation: Fares, fees. And surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) from airport to hotel and from hotel</p>	<p><b>Out of State Highway Safety Training: IACP Impaired Driving Conference on Drugs, Alcohol and Impaired Driving</b></p> <p>Registration: \$800.00 x 2 people = <b>\$1,600.00</b></p> <p>Lodging @ approximately \$275.00 per night x 4 nights = \$1,100.00 x 2 people = <b>\$2,200.00</b></p> <p>Lodging taxes and fees @ \$75.00 per night x 4 nights = \$300.00 x 2 people = <b>\$600.00</b></p> <p>Airfare: \$500.00 x 2 people = <b>\$1,000.00</b></p> <p>Ground Transportation: \$75.00 x 2 people = <b>\$150.00</b></p> <p>Meals: \$56.00 per day x 5 days = \$280.00 x 2 = <b>\$560.00</b></p> <p>Meal Gratuity: \$560.00 x 20% gratuity = <b>\$112.00</b></p> <p>Baggage fees: \$50.00 x 2 people = <b>\$100.00</b></p> <p>Bellman/baggage/maid tips, Msc fees = \$20.00 x 2 people = <b>\$40.00</b></p> <p><b>Out-of-State IACP Impaired Driving Conference Total = \$6,362.00</b></p> <p><b>Total Travel = \$6,803.60</b></p> <p>Alco Sensors FST Instrument (PBT) - 2 @ approx. \$470.00 each = <b>\$940.00</b></p> <p>Mouthpiece Alco Sensors FST Instrument (PBT) - 1000 @ approx. \$0.25 = <b>\$250.00</b></p> <p><b>Total Commodities = \$1,190.00</b></p>			
<p>Commodities</p> <p>Original Grant Amount \$1,190.00</p> <p>Revised Grant Amount \$1,190.00</p>				<p><b>\$1,190.00</b></p>

Sub-grantee Acceptance: \_\_\_\_\_  
(Initial)

<b>TOTALS</b>	<b>\$161,436.16</b>	<b>\$161,436.16</b>
---------------	---------------------	---------------------



**MISSISSIPPI**  
**Office of Highway Safety**

July 11, 2024

Robyn Tannehill, Mayor  
City of Oxford/Oxford Police Department  
715 Molly Barr Road  
Oxford, MS 38655

Project Number: M5HVE-2024-MD-22-51  
Title: 405D Alcohol and Drug Impaired Driving  
Funding Amount: \$161,436.16

Dear Robyn Tannehill, Mayor:

The MS Office of Highway Safety is pleased to announce your agency has been approved for the requested budget revision to the performance measures. Remember all program activities must remain within the scope of the funding source shown above and must be implemented in accordance with the National Highway Traffic Safety Administration (NHTSA) Guidelines specific to this funding source.

These guidelines can be found in the "Highway Safety Grant Funding Guidance" located on the web at the following address: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>. We encourage you to review these guidelines to ensure compliance.

Enclosed is the revised FY24 performance measures and strategies as outlined above. Please review the documents and if you approve please initial page seven of the FY24 MOHS Task by Quaters Sheet. Strict adherence to provisions is essential to ensure compliance with applicable federal and state statutes, rules, regulations and guidelines. We encourage you to review these guidelines to ensure compliance.

Please return the original signed document to MOHS on or before July 25, 2024. Be sure to place a copy in your agency's grant file. If you have any questions or concerns please contact me at [phenry@dps.ms.gov](mailto:phenry@dps.ms.gov) and (601) 391-4912 or your Program Manager Lakisha Williams [lrwilliams@dps.ms.gov](mailto:lrwilliams@dps.ms.gov) and (601) 391-4919.

Sincerely,

A handwritten signature in blue ink, appearing to read "Princesa A. Henry".

Princesa A. Henry, Impaired Driving Division Director  
Mississippi Office of Highway Safety

## **FY24 Sub-Grantee Project Description (Law Enforcement):**

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the Impaired program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY24.

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

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

## **FY24 Sub-Grantee-Target(s), Performance Measures and Strategies**

**Agency Name:** City of Oxford/Oxford Police Department

List the target(s) that the Sub-Grantee will accomplish during the FY24 grant year. Performance measures should be set to help the Sub-Grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

### **Target(s):**

The jurisdiction/agency of Oxford Police Department will maintain the number of alcohol related fatalities from 0 in 2020 to 0 by the end of 2024.

The jurisdiction/agency of Oxford Police Department will maintain the number of alcohol related injuries from 1 in 2020 to 1 by the end of 2024.

The jurisdiction/agency of Oxford Police Department will maintain the number of drug related fatalities from 0 in 2020 to 0 by the end of 2024.

The jurisdiction/agency of Oxford Police Department will maintain the number of drug related injuries from 14 in 2020 to 14 by the end of 2024.

### **Performance Measures:**

Issue 279 grant funded DUI Arrest in FY24.

Issue 44 grant funded DUI Other (Drug) Arrest in FY24.

**Strategies:**

Select or Hire Individual Officers

Overtime Enforcement

SFST, ARIDE, DRE Instructor

**30** Checkpoints

**16** Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced DUI enforcement:

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

Drive Sober or Get Pulled Over – Labor Day

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



# FY24 MOHS TASKS BY QUARTERS

AGENCY NAME: City of Oxford/Oxford Police Department

## PROJECTION TASKS BY QUARTERS:

### SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

#### **1<sup>st</sup> QUARTER (OCTOBER, NOVEMBER & DECEMBER)**

Conduct not less than 8 checkpoints during quarter.

Conduct not less than 4 saturation patrols during quarter.

Issue a minimum of 69 DUI Arrest during quarter, to reach a goal of 279 for FY2024.

Issue a minimum of 11 DUI Other (Drug) Arrest during quarter, to reach a goal of 44 for FY2024.

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

#### **Additional Tasks:**

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

**Projected Expenditures for 1<sup>st</sup> Quarter: \$40,359.04**

**FY24 MOHS TASK BY QUARTERS**

AGENCY NAME: City of Oxford/Oxford Police Department

PROJECTION TASK BY QUARTERS

**SCHEDULE PROJECTION OF TASKS BY QUARTERS**

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

**2<sup>nd</sup> QUARTER (JANUARY, FEBRUARY & MARCH)**

Conduct not less than 7 checkpoints during quarter.

Conduct not less than 4 saturation patrols during quarter.

Issue a minimum of 70 DUI Arrest during quarter, to reach a goal of 279 for FY2024.

Issue a minimum of 11 DUI Other (Drug) Arrest during quarter, to reach a goal of 44 for FY2024.

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

**Additional Tasks:**

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

**Projected Expenditures for 2<sup>nd</sup> Quarter: \$40,359.04**

**FY24 MOHS TASK BY QUARTERS**

AGENCY NAME: City of Oxford/Oxford Police Department

PROJECTION TASK BY QUARTERS

**SCHEDULE PROJECTION OF TASKS BY QUARTERS**

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

**3<sup>RD</sup> QUARTER (APRIL, MAY & JUNE)**

Conduct not less than 7 checkpoints during quarter.

Conduct not less than 4 saturation patrols during quarter.

Issue a minimum of 70 DUI Arrest during quarter, to reach a goal of 279 for FY2024.

Issue a minimum of 11 DUI Other (Drug) Arrest during quarter, to reach a goal of 44 for FY2024.

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

**Additional Tasks:**

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

**Projected Expenditures for 3<sup>rd</sup> Quarter: \$40,359.04**

**FY24MOHS TASK BY QUARTERS**

AGENCY NAME: City of Oxford/Oxford Police Department

PROJECTION TASK BY QUARTERS

**SCHEDULE PROJECTION OF TASKS BY QUARTERS**

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

**4<sup>TH</sup> QUARTER (JULY, AUGUST & SEPTEMBER)**

Conduct not less than **8** checkpoints during quarter.

Conduct not less than **4** saturation patrols during quarter.

Issue a minimum of **70** DUI Arrest during quarter, to reach a goal of **279** for FY2024.

Issue a minimum of **11** DUI Other (Drug) Arrest during quarter, to reach a goal of **44** for FY2024.

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

**Additional Tasks:**

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

**Projected Expenditures for 4<sup>th</sup> Quarter: \$40,359.04**

Sub-grantee Acceptance: \_\_\_\_\_

(Initial)





**MISSISSIPPI**  
**Office of Highway Safety**

July 12, 2024

Robyn Tannehill, Mayor  
City of Oxford/Oxford Police Department  
715 Molly Barr Rd  
Oxford, MS 38655

Project Number: PT-2024-PT-22-51  
Title: 402 Police Traffic Services  
Funding Amount: \$29,911.54

Dear Robyn Tannehill, Mayor :

The MS Office of Highway Safety is pleased to announce your agency has been approved for the requested budget revision to the performance measures. Remember all program activities must remain within the scope of the funding source shown above and must be implemented in accordance with the National Highway Traffic Safety Administration (NHTSA) Guidelines specific to this funding source.

These guidelines can be found in the "Highway Safety Grant Funding Guidance" located on the web at the following address: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>. We encourage you to review these guidelines to ensure compliance.

Enclosed is the revised cost summary support sheet agreement obligating federal funds as outlined above. Please review the documents and if you approve please initial the Cost Summary Sheet. Strict adherence to provisions is essential to ensure compliance with applicable federal and state statutes, rules, regulations and guidelines. We encourage you to review these guidelines to ensure compliance.

Please return the original signed document to MOHS on or before July 26, 2024. Be sure to place a copy in your agency's grant file. If you have any questions or concerns please contact me at 601-391-4924 and [lmccree@dps.ms.gov](mailto:lmccree@dps.ms.gov) or your Program Manager Lakisha Williams, 601-391-4919 or [lrwilliams@dps.ms.gov](mailto:lrwilliams@dps.ms.gov)

Sincerely,

A handwritten signature in blue ink that reads "Leslie Travis".

Leslie Travis, Occupant Protection/Police Traffic Services Division Director II  
Mississippi Office of Highway Safety

## **FY24 Sub-Grantee Project Description (Law Enforcement):**

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the PTS program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY24.

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

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

## **FY24 Sub-Grantee-Target(s), Performance Measures and Strategies**

### **Agency Name: City of Oxford/Oxford Police Department**

List the target(s) that the Sub-Grantee will accomplish during the FY24 grant year. Performance measures should be set to help the Sub-Grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

#### **Target(s):**

The jurisdiction/agency of **Oxford Police Department** will maintain the number of unbelted fatalities from 0 in 2020 to 0 by the end of 2024.

The jurisdiction/agency of **Oxford Police Department** will maintain the number of unbelted injuries from 4 in 2020 to 4 by the end of 2024.

The jurisdiction/agency of **Oxford Police Department** will maintain the number of speed fatalities from 0 in 2020 to 0 by the end of 2024.

The jurisdiction/agency of **Oxford Police Department** will reduce the number of speed injuries from 27 in 2020 to 25 by the end of 2024.

#### **Performance Measures:**

Issue 175 grant funded Seatbelt citations in FY24.

Maintain the number of grant funded Child Restraint citations from 5 in FY22 to 5 in FY24.

Issue 185 grant funded Speed citations in FY24.

## FY24 MOHS TASKS BY QUARTERS

AGENCY NAME: City of Oxford/Oxford Police Department

### PROJECTION TASKS BY QUARTERS:

#### SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

#### **1<sup>st</sup> QUARTER (OCTOBER, NOVEMBER & DECEMBER)**

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of 43 Seat Belt citations during quarter, to reach a goal of 175 for FY2024.

Issue a minimum of 1 Child Restraint citations during quarter, to reach a goal of 5 for FY2024.

Issue a minimum of 46 Speed citations during quarter, to reach a goal of 185 for FY2024.

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

#### **Additional Tasks:**

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

**Projected Expenditures for 1<sup>st</sup> Quarter: \$5,477.88**

# FY24 MOHS TASK BY QUARTERS

AGENCY NAME: City of Oxford/Oxford Police Department

## PROJECTION TASK BY QUARTERS

### SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

#### **2<sup>nd</sup> QUARTER (JANUARY, FEBRUARY & MARCH)**

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of 44 Seat Belt citations during quarter, to reach a goal of 175 for FY2024.

Issue a minimum of 1 Child Restraint citations during quarter, to reach a goal of 5 for FY2024.

Issue a minimum of 46 Speed citations during quarter, to reach a goal of 185 for FY2024.

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

#### **Additional Tasks:**

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

**Projected Expenditures for 2<sup>nd</sup> Quarter: \$5,477.88**



**FY24 MOHS TASK BY QUARTERS**

**AGENCY NAME: City of Oxford/Oxford Police Department**

**PROJECTION TASK BY QUARTERS**

**SCHEDULE PROJECTION OF TASKS BY QUARTERS**

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

**3<sup>RD</sup> QUARTER (APRIL, MAY & JUNE)**

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of 44 Seat Belt citations during quarter, to reach a goal of 175 for FY2024.

Issue a minimum of 2 Child Restraint citations during quarter, to reach a goal of 5 for FY2024.

Issue a minimum of 46 Speed citations during quarter, to reach a goal of 185 for FY2024.

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

**Additional Tasks:**

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

**Projected Expenditures for 3<sup>rd</sup> Quarter: \$5,477.89**

# FY24MOHS TASK BY QUARTERS

AGENCY NAME: City of Oxford/Oxford Police Department

## PROJECTION TASK BY QUARTERS

### SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

#### **4<sup>TH</sup> QUARTER (JULY, AUGUST & SEPTEMBER)**

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 5 saturation patrols during quarter.

Issue a minimum of 44 Seat Belt citations during quarter, to reach a goal of 175 for FY2024.

Issue a minimum of 1 Child Restraint citations during quarter, to reach a goal of 5 for FY2024.

Issue a minimum of 47 Speed citations during quarter, to reach a goal of 185 for FY2024.

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

#### **Additional Tasks:**

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

**Projected Expenditures for 4<sup>th</sup> Quarter: \$5,477.89**

Sub-grantee Acceptance: \_\_\_\_\_  
(Initial)

Account	Account Description	2025 Level 1	2024 Amended Budget	% Change Prior Yr	2024 Actual Amount	2023 Actual Amount
Fund	<b>025 - Development Services</b>					
	<b>REVENUE</b>					
	Department <b>000 - REVENUE</b>					
	<i>Interfund Transfers</i>					
909	TRANSFERS IN	.00	30,110.00	(100.00)	.00	37,500.00
	<i>Interfund Transfers Totals</i>	<u>\$0.00</u>	<u>\$30,110.00</u>	<u>(100.00%)</u>	<u>\$0.00</u>	<u>\$37,500.00</u>
	Department <b>000 - REVENUE Totals</b>	<u>\$0.00</u>	<u>\$30,110.00</u>	<u>(100.00%)</u>	<u>\$0.00</u>	<u>\$37,500.00</u>
	<b>REVENUE TOTALS</b>	<u>\$0.00</u>	<u>\$30,110.00</u>	<u>(100.00%)</u>	<u>\$0.00</u>	<u>\$37,500.00</u>

Account	Account Description	2025 Level 1	2024 Amended Budget	% Change Prior Yr	2024 Actual Amount	2023 Actual Amount
Fund <b>025 - Development Services</b>						
<b>EXPENSE</b>						
Department <b>089 - ENGINEERING</b>						
<i>Personal Services</i>						
410	SALARIES ADM	125,000.00	125,000.00	.00	130,057.82	116,840.62
420	SALARIES NON ADM	300,533.00	459,133.00	(34.54)	277,283.17	313,694.67
440	SALARIES HOURLY	21,840.00	21,840.00	.00	8,347.60	10,851.88
450	OVERTIME	5,000.00	500.00	900.00	6,970.01	51.90
460	RETIREMENT	77,423.00	109,370.00	(29.21)	72,206.95	74,963.78
470	FICA	34,760.00	46,533.00	(25.30)	31,084.08	31,966.18
480	HEALTH & LIFE INS.	37,200.00	45,500.00	(18.24)	14,729.62	32,096.94
495	LONGEVITY PAY PLAN	2,000.00	1,800.00	11.11	1,871.19	1,799.22
	<i>Personal Services Totals</i>	<b>\$603,756.00</b>	<b>\$809,676.00</b>	<b>(25.43%)</b>	<b>\$542,550.44</b>	<b>\$582,265.19</b>
<i>Supplies</i>						
500	OFFICE SUPPLIES	5,000.00	5,000.00	.00	709.11	1,434.09
525	FUEL OIL LUBRICANTS	3,000.00	3,000.00	.00	1,784.83	1,908.64
535	CLOTHING	2,500.00	2,000.00	25.00	1,720.76	733.00
555	OPERATING SUPPLIES	15,000.00	15,000.00	.00	2,631.39	12,724.19
575	OTHER MAINT REPAIR	1,000.00	1,000.00	.00	.00	.00
585	DUES REG FEES SUBSCRIPTIONS	5,000.00	4,400.00	13.63	4,585.89	3,645.74
	<i>Supplies Totals</i>	<b>\$31,500.00</b>	<b>\$30,400.00</b>	<b>3.62%</b>	<b>\$11,431.98</b>	<b>\$20,445.66</b>
<i>Other Services and Charges</i>						
600	PROFESSIONAL SERVICES	30,000.00	15,000.00	100.00	7,648.50	1,925.00
601	TRAINING	2,500.00	2,000.00	25.00	.00	875.00
605	COMMUNICATIONS	3,400.00	3,400.00	.00	2,007.12	2,491.24
610	TRAVEL	8,000.00	8,000.00	.00	1,831.38	2,989.41
615	ADVERTISING	1,500.00	600.00	150.00	627.44	422.26
690	DISBURSEMENTS-MISC	500.00	500.00	.00	353.76	152.38
	<i>Other Services and Charges Totals</i>	<b>\$45,900.00</b>	<b>\$29,500.00</b>	<b>55.59%</b>	<b>\$12,468.20</b>	<b>\$8,855.29</b>
<i>Capital Outlay</i>						
730	MACHINERY & EQUIP	15,000.00	26,000.00	(42.30)	6,610.84	10,416.43
740	VEHICLES	.00	45,000.00	(100.00)	43,658.00	.00
	<i>Capital Outlay Totals</i>	<b>\$15,000.00</b>	<b>\$71,000.00</b>	<b>(78.87%)</b>	<b>\$50,268.84</b>	<b>\$10,416.43</b>
	Department <b>089 - ENGINEERING Totals</b>	<b>\$696,156.00</b>	<b>\$940,576.00</b>	<b>(25.99%)</b>	<b>\$616,719.46</b>	<b>\$621,982.57</b>



Account	Account Description	2025 Level 1	2024 Amended Budget	% Change Prior Yr	2024 Actual Amount	2023 Actual Amount
Fund 025 - Development Services						
<b>EXPENSE</b>						
Department 090 - PLANNING DEPARTMENT						
<i>Personal Services</i>						
410	SALARIES ADM	114,754.00	114,754.00	.00	88,272.40	110,340.62
420	SALARIES NON ADM	213,720.00	213,720.00	.00	164,995.25	205,275.76
440	SALARIES HOURLY	5,000.00	10,000.00	(50.00)	1,690.92	3,395.26
450	OVERTIME	1,500.00	1,500.00	.00	1,681.55	810.68
460	RETIREMENT	59,067.00	61,540.00	(4.01)	44,361.19	55,058.18
470	FICA	25,626.00	26,008.00	(1.46)	18,469.75	22,957.91
480	HEALTH & LIFE INS.	31,000.00	32,500.00	(4.61)	11,507.20	30,582.20
	<i>Personal Services Totals</i>	<u>\$450,667.00</u>	<u>\$460,022.00</u>	<u>(2.03%)</u>	<u>\$330,978.26</u>	<u>\$428,420.61</u>
<i>Supplies</i>						
500	OFFICE SUPPLIES	5,000.00	5,500.00	(9.09)	617.02	3,206.64
580	SERVICE MAINT CONTRACTS	90,000.00	85,000.00	5.88	86,265.67	90,321.98
585	DUES REG FEES SUBSCRIPTIONS	6,000.00	6,000.00	.00	3,843.68	4,747.54
	<i>Supplies Totals</i>	<u>\$101,000.00</u>	<u>\$96,500.00</u>	<u>4.66%</u>	<u>\$90,726.37</u>	<u>\$98,276.16</u>
<i>Other Services and Charges</i>						
600	PROFESSIONAL SERVICES	100,000.00	20,000.00	400.00	.00	.00
601	TRAINING	15,500.00	3,500.00	342.85	2,467.00	477.00
605	COMMUNICATIONS	4,000.00	4,000.00	.00	3,865.77	5,099.76
610	TRAVEL	10,000.00	6,000.00	66.66	10,075.87	7,611.05
615	ADVERTISING	3,000.00	6,000.00	(50.00)	154.56	2,600.08
690	DISBURSEMENTS-MISC	3,000.00	3,000.00	.00	159.20	311.00
695	PLANNING COMMISSION MEETINGS	10,000.00	10,000.00	.00	7,875.78	8,472.86
	<i>Other Services and Charges Totals</i>	<u>\$145,500.00</u>	<u>\$52,500.00</u>	<u>177.14%</u>	<u>\$24,598.18</u>	<u>\$24,571.75</u>
<i>Capital Outlay</i>						
730	MACHINERY & EQUIP	5,000.00	5,000.00	.00	.00	5,128.00
	<i>Capital Outlay Totals</i>	<u>\$5,000.00</u>	<u>\$5,000.00</u>	<u>0.00%</u>	<u>\$0.00</u>	<u>\$5,128.00</u>
Department 090 - PLANNING DEPARTMENT Totals		<u>\$702,167.00</u>	<u>\$614,022.00</u>	<u>14.36%</u>	<u>\$446,302.81</u>	<u>\$556,396.52</u>

Account	Account Description	2025 Level 1	2024 Amended Budget	% Change Prior Yr	2024 Actual Amount	2023 Actual Amount						
Fund	<b>025 - Development Services</b>											
<b>EXPENSE</b>												
Department <b>091 - BUILDING DEPARTMENT</b>												
<i>Personal Services</i>												
410	SALARIES ADM	75,000.00	75,000.00	.00	57,692.40	69,671.34						
420	SALARIES NON ADM	261,833.00	198,179.00	32.11	152,568.40	169,128.54						
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">Comments</th> </tr> <tr> <th>Level</th> <th>Comment</th> </tr> </thead> <tbody> <tr> <td>Level 1</td> <td>includes new inspector position at 55k (not starting pay, but with allowance for step(s))</td> </tr> </tbody> </table>							Comments		Level	Comment	Level 1	includes new inspector position at 55k (not starting pay, but with allowance for step(s))
Comments												
Level	Comment											
Level 1	includes new inspector position at 55k (not starting pay, but with allowance for step(s))											
450	OVERTIME	500.00	1,000.00	(50.00)	500.43	477.59						
460	RETIREMENT	60,293.00	51,134.00	17.91	36,567.99	41,597.89						
470	FICA	25,768.00	20,975.00	22.85	15,678.86	17,475.27						
480	HEALTH & LIFE INS.	37,200.00	32,500.00	14.46	11,284.10	27,730.78						
<i>Personal Services Totals</i>		<b>\$460,594.00</b>	<b>\$378,788.00</b>	<b>21.60%</b>	<b>\$274,292.18</b>	<b>\$326,081.41</b>						
<i>Supplies</i>												
500	OFFICE SUPPLIES	3,000.00	3,000.00	.00	826.64	1,503.33						
525	FUEL OIL LUBRICANTS	12,000.00	7,300.00	64.38	6,163.50	4,344.26						
535	CLOTHING	5,000.00	4,000.00	25.00	1,805.90	3,212.35						
555	OPERATING SUPPLIES	2,500.00	2,500.00	.00	1,153.16	4,042.51						
575	OTHER MAINT REPAIR	1,000.00	1,000.00	.00	2,106.80	.00						
580	SERVICE MAINT CONTRACTS	2,000.00	2,000.00	.00	.00	535.70						
585	DUES REG FEES SUBSCRIPTIONS	4,000.00	4,000.00	.00	2,061.75	2,320.23						
<i>Supplies Totals</i>		<b>\$29,500.00</b>	<b>\$23,800.00</b>	<b>23.95%</b>	<b>\$14,117.75</b>	<b>\$15,958.38</b>						
<i>Other Services and Charges</i>												
600	PROFESSIONAL SERVICES	30,000.00	1,000.00	2,900.00	.00	60.00						
601	TRAINING	19,000.00	30,000.00	(36.66)	2,962.25	6,995.58						
605	COMMUNICATIONS	6,500.00	5,000.00	30.00	3,443.23	4,519.27						
610	TRAVEL	14,000.00	8,700.00	60.91	2,593.80	3,347.38						
615	ADVERTISING	2,000.00	2,000.00	.00	.00	26.98						
645	SUPPORT AND CONTRIBUTIONS	2,000.00	2,000.00	.00	.00	443.78						
<i>Other Services and Charges Totals</i>		<b>\$73,500.00</b>	<b>\$48,700.00</b>	<b>50.92%</b>	<b>\$8,999.28</b>	<b>\$15,392.99</b>						
<i>Capital Outlay</i>												
730	MACHINERY & EQUIP	10,000.00	6,300.00	58.73	599.00	.00						
740	VEHICLES	.00	58,000.00	(100.00)	54,650.00	48,795.00						
<i>Capital Outlay Totals</i>		<b>\$10,000.00</b>	<b>\$64,300.00</b>	<b>(84.45%)</b>	<b>\$55,249.00</b>	<b>\$48,795.00</b>						
Department <b>091 - BUILDING DEPARTMENT Totals</b>		<b>\$573,594.00</b>	<b>\$515,588.00</b>	<b>11.25%</b>	<b>\$352,658.21</b>	<b>\$406,227.78</b>						

Account	Account Description	2025 Level 1	2024 Amended Budget	% Change Prior Yr	2024 Actual Amount	2023 Actual Amount
Fund 025 - Development Services						
<b>EXPENSE</b>						
Department 201 - STREET DEPARTMENT						
<i>Personal Services</i>						
410	SALARIES ADM	88,400.00	88,400.00	.00	66,278.75	85,532.36
420	SALARIES NON ADM	490,734.00	490,734.00	.00	372,673.87	460,037.42
450	OVERTIME	50,000.00	28,000.00	78.57	65,959.40	26,759.59
460	RETIREMENT	114,047.00	114,562.00	(.44)	89,145.99	100,785.52
470	FICA	48,741.00	46,992.00	3.72	36,878.36	41,133.41
480	HEALTH & LIFE INS.	74,400.00	71,500.00	4.05	27,304.92	71,717.84
495	LONGEVITY PAY PLAN	8,000.00	7,137.00	12.09	7,422.06	6,897.03
	<i>Personal Services Totals</i>	<b>\$874,322.00</b>	<b>\$847,325.00</b>	<b>3.19%</b>	<b>\$665,663.35</b>	<b>\$792,863.17</b>
<i>Supplies</i>						
500	OFFICE SUPPLIES	250.00	250.00	.00	17.47	64.57
525	FUEL OIL LUBRICANTS	35,000.00	31,000.00	12.90	23,921.92	24,372.55
535	CLOTHING	13,000.00	11,000.00	18.18	10,398.56	7,803.30
555	OPERATING SUPPLIES	325,000.00	325,000.00	.00	201,657.00	265,797.36
575	OTHER MAINT REPAIR	150,000.00	100,000.00	50.00	(89,471.59)	1,108,291.99
585	DUES REG FEES SUBSCRIPTIONS	1,000.00	.00	.00	843.00	135.00
	<i>Supplies Totals</i>	<b>\$524,250.00</b>	<b>\$467,250.00</b>	<b>12.20%</b>	<b>\$147,366.36</b>	<b>\$1,406,464.77</b>
<i>Other Services and Charges</i>						
600	PROFESSIONAL SERVICES	300,000.00	275,000.00	9.09	373,431.75	290,158.98
601	TRAINING	4,000.00	4,000.00	.00	.00	.00
605	COMMUNICATIONS	2,000.00	1,400.00	42.85	1,158.65	1,569.81
610	TRAVEL	2,000.00	2,000.00	.00	.00	.00
630	UTILITIES	15,000.00	15,000.00	.00	6,510.82	10,466.10
631	PUBLIC UT ST LIGHTS	650,000.00	650,000.00	.00	336,229.34	459,040.35
690	DISBURSEMENTS-MISC	500.00	500.00	.00	.00	316.37
	<i>Other Services and Charges Totals</i>	<b>\$973,500.00</b>	<b>\$947,900.00</b>	<b>2.70%</b>	<b>\$717,330.56</b>	<b>\$761,551.61</b>
<i>Capital Outlay</i>						
700	ENGINEERING	.00	.00	.00	9,536.50	.00
720	CAPITAL OUTLAY	120,000.00	.00	.00	155,651.58	86,041.07
730	MACHINERY & EQUIP	127,500.00	53,350.00	138.98	47,240.99	70,905.98

Level	Comment
Level 1	100k-skid steer 12,500-drop in spreader for brine 15k-concrete mixer for skid steer

Account	Account Description	2025 Level 1	2024 Amended Budget	% Change Prior Yr	2024 Actual Amount	2023 Actual Amount
Fund	<b>025 - Development Services</b>					
	<b>EXPENSE</b>					
	Department <b>201 - STREET DEPARTMENT</b>					
	Capital Outlay					
740	VEHICLES	250,000.00	80,000.00	212.50	73,720.00	80,745.42
	Comments					
	Level	Comment				
	Level 1	125k for medium dump truck 125k for flat bed dump truck				
	<i>Capital Outlay Totals</i>	\$497,500.00	\$133,350.00	273.08%	\$286,149.07	\$237,692.47
	<i>Transfers and Other Charges</i>					
910	TRANSFERS OUT	.00	2,950,000.00	(100.00)	2,950,000.00	265,000.00
	<i>Transfers and Other Charges Totals</i>	\$0.00	\$2,950,000.00	(100.00%)	\$2,950,000.00	\$265,000.00
Department	<b>201 - STREET DEPARTMENT Totals</b>	\$2,869,572.00	\$5,345,825.00	(46.32%)	\$4,766,509.34	\$3,463,572.02
	<b>EXPENSE TOTALS</b>	\$4,841,489.00	\$7,416,011.00	(34.72%)	\$6,182,189.82	\$5,048,178.89
Fund	<b>025 - Development Services Totals</b>					
	<b>REVENUE TOTALS</b>	\$0.00	\$30,110.00	(100.00%)	\$0.00	\$37,500.00
	<b>EXPENSE TOTALS</b>	\$4,841,489.00	\$7,416,011.00	(34.72%)	\$6,182,189.82	\$5,048,178.89
Fund	<b>025 - Development Services Totals</b>	(\$4,841,489.00)	(\$7,385,901.00)	(34.45%)	(\$6,182,189.82)	(\$5,010,678.89)
	Net Grand Totals					
	<b>REVENUE GRAND TOTALS</b>	\$0.00	\$30,110.00	(100.00%)	\$0.00	\$37,500.00
	<b>EXPENSE GRAND TOTALS</b>	\$4,841,489.00	\$7,416,011.00	(34.72%)	\$6,182,189.82	\$5,048,178.89
	Net Grand Totals	(\$4,841,489.00)	(\$7,385,901.00)	(34.45%)	(\$6,182,189.82)	(\$5,010,678.89)



Account	Account Description	2025 Level 1	2024 Amended Budget	% Change Prior Yr	2024 Actual Amount	2023 Actual Amount
Fund	<b>696 - Historic Homes Fund</b>					
	<b>REVENUE</b>					
	Department <b>000 - REVENUE</b>					
	<i>Miscellaneous</i>					
333	RECEIPTS	.00	20,950.00	(100.00)	21,450.00	1,125.00
	<i>Miscellaneous Totals</i>	<u>\$0.00</u>	<u>\$20,950.00</u>	<u>(100.00%)</u>	<u>\$21,450.00</u>	<u>\$1,125.00</u>
	<i>Interfund Transfers</i>					
909	TRANSFERS IN	150,000.00	.00	.00	.00	151,934.00
	<i>Interfund Transfers Totals</i>	<u>\$150,000.00</u>	<u>\$0.00</u>	<u>+++</u>	<u>\$0.00</u>	<u>\$151,934.00</u>
	Department <b>000 - REVENUE Totals</b>	<u>\$150,000.00</u>	<u>\$20,950.00</u>	<u>615.99%</u>	<u>\$21,450.00</u>	<u>\$153,059.00</u>
	<b>REVENUE TOTALS</b>	<u>\$150,000.00</u>	<u>\$20,950.00</u>	<u>615.99%</u>	<u>\$21,450.00</u>	<u>\$153,059.00</u>

Account	Account Description	2025 Level 1	2024 Amended Budget	% Change Prior Yr	2024 Actual Amount	2023 Actual Amount
Fund	<b>696 - Historic Homes Fund</b>					
	<b>EXPENSE</b>					
	Department <b>746 - Cedar Oaks</b>					
	<i>Supplies</i>					
555	OPERATING SUPPLIES	1,000.00	.00	.00	.00	.00
575	OTHER MAINT REPAIR	37,000.00	.00	.00	.00	.00
	<i>Supplies Totals</i>	<b>\$38,000.00</b>	<b>\$0.00</b>	<b>+++</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<i>Other Services and Charges</i>					
600	PROFESSIONAL SERVICES	10,000.00	2,500.00	300.00	9,530.16	.00
630	UTILITIES	2,000.00	1,800.00	11.11	1,364.52	.00
	<i>Other Services and Charges Totals</i>	<b>\$12,000.00</b>	<b>\$4,300.00</b>	<b>179.07%</b>	<b>\$10,894.68</b>	<b>\$0.00</b>
	Department <b>746 - Cedar Oaks Totals</b>	<b>\$50,000.00</b>	<b>\$4,300.00</b>	<b>1062.79%</b>	<b>\$10,894.68</b>	<b>\$0.00</b>

Account	Account Description	2025 Level 1	2024 Amended Budget	% Change Prior Yr	2024 Actual Amount	2023 Actual Amount
Fund	<b>696 - Historic Homes Fund</b>					
	<b>EXPENSE</b>					
	Department <b>747 - Burns Belfry</b>					
	<i>Supplies</i>					
555	OPERATING SUPPLIES	1,000.00	.00	.00	92.91	.00
575	OTHER MAINT REPAIR	26,500.00	2,000.00	1,225.00	1,418.03	.00
	Comments					
	<i>Level</i>	<i>Comment</i>				
	Level 1	includes money to replace carpet-10k				
	<i>Supplies Totals</i>	\$27,500.00	\$2,000.00	1275.00%	\$1,510.94	\$0.00
	<i>Other Services and Charges</i>					
600	PROFESSIONAL SERVICES	20,000.00	7,000.00	185.71	16,788.66	.00
630	UTILITIES	2,500.00	2,500.00	.00	1,952.20	.00
	<i>Other Services and Charges Totals</i>	\$22,500.00	\$9,500.00	136.84%	\$18,740.86	\$0.00
	Department <b>747 - Burns Belfry Totals</b>	\$50,000.00	\$11,500.00	334.78%	\$20,251.80	\$0.00

Account	Account Description	2025 Level 1	2024 Amended Budget	% Change Prior Yr	2024 Actual Amount	2023 Actual Amount
Fund	<b>696 - Historic Homes Fund</b>					
	<b>EXPENSE</b>					
	Department <b>748 - LQC Lamar House</b>					
	<i>Supplies</i>					
555	OPERATING SUPPLIES	1,000.00	500.00	100.00	144.09	.00
575	OTHER MAINT REPAIR	36,000.00	.00	.00	.00	.00
	<i>Supplies Totals</i>	<b>\$37,000.00</b>	<b>\$500.00</b>	<b>7300.00%</b>	<b>\$144.09</b>	<b>\$0.00</b>
	<i>Other Services and Charges</i>					
600	PROFESSIONAL SERVICES	10,000.00	5,000.00	100.00	5,171.70	.00
630	UTILITIES	3,000.00	2,500.00	20.00	1,066.42	.00
	<i>Other Services and Charges Totals</i>	<b>\$13,000.00</b>	<b>\$7,500.00</b>	<b>73.33%</b>	<b>\$6,238.12</b>	<b>\$0.00</b>
	Department <b>748 - LQC Lamar House Totals</b>	<b>\$50,000.00</b>	<b>\$8,000.00</b>	<b>525.00%</b>	<b>\$6,382.21</b>	<b>\$0.00</b>
	<b>EXPENSE TOTALS</b>	<b>\$150,000.00</b>	<b>\$23,800.00</b>	<b>530.25%</b>	<b>\$37,528.69</b>	<b>\$0.00</b>
Fund	<b>696 - Historic Homes Fund Totals</b>					
	<b>REVENUE TOTALS</b>	<b>\$150,000.00</b>	<b>\$20,950.00</b>	<b>615.99%</b>	<b>\$21,450.00</b>	<b>\$153,059.00</b>
	<b>EXPENSE TOTALS</b>	<b>\$150,000.00</b>	<b>\$23,800.00</b>	<b>530.25%</b>	<b>\$37,528.69</b>	<b>\$0.00</b>
Fund	<b>696 - Historic Homes Fund Totals</b>	<b>\$0.00</b>	<b>(\$2,850.00)</b>	<b>(100.00%)</b>	<b>(\$16,078.69)</b>	<b>\$153,059.00</b>
	Net Grand Totals					
	<b>REVENUE GRAND TOTALS</b>	<b>\$150,000.00</b>	<b>\$20,950.00</b>	<b>615.99%</b>	<b>\$21,450.00</b>	<b>\$153,059.00</b>
	<b>EXPENSE GRAND TOTALS</b>	<b>\$150,000.00</b>	<b>\$23,800.00</b>	<b>530.25%</b>	<b>\$37,528.69</b>	<b>\$0.00</b>
	Net Grand Totals	<b>\$0.00</b>	<b>(\$2,850.00)</b>	<b>(100.00%)</b>	<b>(\$16,078.69)</b>	<b>\$153,059.00</b>



Account	Account Description	2025 Level 1	2024 Amended Budget	% Change Prior Yr	2024 Actual Amount	2023 Actual Amount
<b>Fund 726 - Oxford Conference Center</b>						
<b>REVENUE</b>						
Department <b>000 - REVENUE</b>						
<i>Miscellaneous</i>						
333	RECEIPTS	900,000.00	800,000.00	12.50	907,948.47	1,056,511.97
341	INTEREST EARNED	1,500.00	.00	.00	1,023.61	1,048.71
<i>Miscellaneous Totals</i>		<b>\$901,500.00</b>	<b>\$800,000.00</b>	<b>12.69%</b>	<b>\$908,972.08</b>	<b>\$1,057,560.68</b>
<i>Interfund Transfers</i>						
909	TRANSFERS IN	2,183,265.00	1,897,338.00	15.06	1,897,338.00	1,064,805.00
<i>Interfund Transfers Totals</i>		<b>\$2,183,265.00</b>	<b>\$1,897,338.00</b>	<b>15.07%</b>	<b>\$1,897,338.00</b>	<b>\$1,064,805.00</b>
Department <b>000 - REVENUE Totals</b>		<b>\$3,084,765.00</b>	<b>\$2,697,338.00</b>	<b>14.36%</b>	<b>\$2,806,310.08</b>	<b>\$2,122,365.68</b>
<b>REVENUE TOTALS</b>		<b>\$3,084,765.00</b>	<b>\$2,697,338.00</b>	<b>14.36%</b>	<b>\$2,806,310.08</b>	<b>\$2,122,365.68</b>
<b>EXPENSE</b>						
Department <b>726 - CONFERENCE CENTER</b>						
<i>Personal Services</i>						
410	SALARIES ADM	80,000.00	80,000.00	.00	61,538.40	75,000.12
420	SALARIES NON ADM	296,275.00	296,275.00	.00	228,075.54	282,620.14
440	SALARIES HOURLY	20,000.00	25,000.00	(20.00)	8,644.50	19,378.13
450	OVERTIME	2,000.00	2,000.00	.00	799.69	1,845.17
460	RETIREMENT	68,069.00	70,898.00	(3.99)	50,880.03	62,873.36
470	FICA	30,621.00	30,994.00	(1.20)	21,838.55	27,982.08
480	HEALTH & LIFE INS.	43,400.00	43,400.00	.00	16,020.84	41,966.63
495	LONGEVITY PAY PLAN	2,000.00	1,875.00	6.66	2,000.00	1,875.00
<i>Personal Services Totals</i>		<b>\$542,365.00</b>	<b>\$550,442.00</b>	<b>(1.47%)</b>	<b>\$389,797.55</b>	<b>\$513,540.63</b>
<i>Supplies</i>						
500	OFFICE SUPPLIES	2,000.00	2,000.00	.00	279.58	682.44
525	FUEL OIL LUBRICANTS	100.00	100.00	.00	.00	.00
535	CLOTHING	1,500.00	1,500.00	.00	1,238.65	.00
550	CONCESSIONS	325,000.00	240,000.00	35.41	313,183.82	294,608.33
555	OPERATING SUPPLIES	15,000.00	6,000.00	150.00	8,291.74	6,192.30
575	OTHER MAINT REPAIR	80,000.00	100,000.00	(20.00)	57,796.62	87,374.08
585	DUES REG FEES SUBSCRIPTIONS	5,500.00	5,500.00	.00	3,992.04	4,686.19
<i>Supplies Totals</i>		<b>\$429,100.00</b>	<b>\$355,100.00</b>	<b>20.84%</b>	<b>\$384,782.45</b>	<b>\$393,543.34</b>
<i>Other Services and Charges</i>						
600	PROFESSIONAL SERVICES	45,000.00	27,000.00	66.66	18,848.94	5,323.45
601	TRAINING	6,500.00	6,500.00	.00	1,420.00	2,810.00
605	COMMUNICATIONS	30,000.00	30,000.00	.00	16,202.28	25,800.70
610	TRAVEL	6,500.00	6,500.00	.00	3,768.85	2,609.32
615	ADVERTISING	52,500.00	52,500.00	.00	41,851.06	35,190.56
620	PRINTING & BINDING	3,000.00	3,000.00	.00	4,243.68	1,406.31
627	EXPENSES FOR BOTANICALS CONFERENCE	225,000.00	300,000.00	(25.00)	173,259.00	166,033.50

Account	Account Description	2025 Level 1	2024 Amended Budget	% Change Prior Yr	2024 Actual Amount	2023 Actual Amount
Fund 726 - Oxford Conference Center						
<b>EXPENSE</b>						
Department 726 - CONFERENCE CENTER						
Other Services and Charges						
630	UTILITIES	165,000.00	165,000.00	.00	105,872.32	140,898.00
640	RENTALS	45,000.00	45,000.00	.00	32,877.50	35,415.00
686	SALES TAX PAYMENTS	20,000.00	22,000.00	(9.09)	7,605.55	25,468.17
687	BANK SERVICE CHARGES	5,600.00	5,600.00	.00	7,933.85	6,087.94
690	DISBURSEMENTS-MISC	5,000.00	3,000.00	66.66	10,536.36	1,791.47
	<i>Other Services and Charges Totals</i>	<b>\$609,100.00</b>	<b>\$666,100.00</b>	<b>(8.56%)</b>	<b>\$424,419.39</b>	<b>\$448,834.42</b>
<i>Capital Outlay</i>						
700	ENGINEERING	216,000.00	186,250.00	15.97	11,426.88	26,253.51
	Comments					
	Level	Comment				
	Level 1	Design costs for roof repairs-\$216,000				
720	CAPITAL OUTLAY	1,228,000.00	1,423,000.00	(13.70)	130,798.25	915,948.59
	Comments					
	Level	Comment				
	Level 1	Roof repair project-\$1,200,000 New outdoor signage-\$28,000				
730	MACHINERY & EQUIP	60,200.00	64,700.00	(6.95)	63,660.76	24,417.55
	Comments					
	Level	Comment				
	Level 1	new mics for auditorium-\$12000 new mics for ballroom-\$3200 new computers-\$10000 network firewall-\$3000 paging system upgrade-\$4000 new conference table & chairs-\$4000 new riding vacuum-\$24000				
	<i>Capital Outlay Totals</i>	<b>\$1,504,200.00</b>	<b>\$1,673,950.00</b>	<b>(10.14%)</b>	<b>\$205,885.89</b>	<b>\$966,619.65</b>
Department 726 - CONFERENCE CENTER	Totals	<b>\$3,084,765.00</b>	<b>\$3,245,592.00</b>	<b>(4.96%)</b>	<b>\$1,404,885.28</b>	<b>\$2,322,538.04</b>
	<b>EXPENSE TOTALS</b>	<b>\$3,084,765.00</b>	<b>\$3,245,592.00</b>	<b>(4.96%)</b>	<b>\$1,404,885.28</b>	<b>\$2,322,538.04</b>
Fund 726 - Oxford Conference Center	Totals					

Account	Account Description	2025 Level 1	2024 Amended Budget	% Change Prior Yr	2024 Actual Amount	2023 Actual Amount
	REVENUE TOTALS	\$3,084,765.00	\$2,697,338.00	14.36%	\$2,806,310.08	\$2,122,365.68
	EXPENSE TOTALS	\$3,084,765.00	\$3,245,592.00	(4.96%)	\$1,404,885.28	\$2,322,538.04
Fund	<b>726 - Oxford Conference Center</b> Totals	\$0.00	(\$548,254.00)	(100.00%)	\$1,401,424.80	(\$200,172.36)
	Net Grand Totals					
	REVENUE GRAND TOTALS	\$3,084,765.00	\$2,697,338.00	14.36%	\$2,806,310.08	\$2,122,365.68
	EXPENSE GRAND TOTALS	\$3,084,765.00	\$3,245,592.00	(4.96%)	\$1,404,885.28	\$2,322,538.04
	Net Grand Totals	\$0.00	(\$548,254.00)	(100.00%)	\$1,401,424.80	(\$200,172.36)

		FY24/25 Proposed	FY23/24 Amended	FY 23/24 YTD	% Used
Account	Account Description	Budget	Budget	Transactions	
<b>Fund 400 - Water &amp; Sewer Funds</b>					
<b>REVENUE</b>					
Department 000 - REVENUE					
<i>Miscellaneous</i>					
341	INTEREST EARNED	.00			
<i>Miscellaneous Totals</i>		\$0.00			
<i>Utility Services</i>					
360	WATER SALES	6,400,000.00	5,700,000.00	3,871,507.20	68%
362	SERVICE CONNECTIONS	550,000.00	380,000.00	409,210.00	108%
363	SEWER CHARGES	6,500,000.00	6,100,000.00	4,359,737.15	71%
364	INTEREST INCOME	325,000.00	220,000.00	264,986.36	120%
372	MISCELLAENOUS	525,000.00	1,000,000.00	268,031.00	27%
373	PENALTIES AND SERVICE CHARGES	55,000.00	70,000.00	37,233.63	53%
<i>Utility Services Totals</i>		\$14,355,000.00	\$13,470,000.00	\$9,210,705.34	68%
<b>REVENUE TOTALS</b>		\$14,355,000.00	\$13,470,000.00	\$9,210,705.34	68%
<b>TOTAL EXPENSE</b>					
Department 650 - ADMINISTRATION & GENERAL Totals		\$4,908,085.00	\$4,920,000.00	\$2,769,543.76	56%
Department 660 - FINANCE & CUSTOMER Totals		\$685,000.00	\$675,000.00	\$448,281.07	66%
Department 672 - TRANSMISSION & DISTRIBUTION Totals		\$3,960,718.00	\$15,241,400.00	\$2,974,118.86	20%
Department 673 - TREATMENT & PURIFICATION Totals		\$3,159,250.00	\$2,735,650.00	\$1,723,185.60	63%
Department 675 - SOURCE OF SUPPLY Totals		\$11,968,000.00	\$5,638,850.00	\$581,987.71	10%
Department 676 - SANITARY SEWER LINES Totals		\$1,411,700.00	\$1,212,100.00	\$285,425.93	24%
<b>EXPENSE TOTALS</b>		\$26,092,753.00	\$30,423,000.00	\$8,782,542.93	29%
<b>Fund 400 - Water &amp; Sewer Funds Totals</b>					
<b>REVENUE TOTALS</b>		14,355,000.00	13,470,000.00	9,210,705.34	68%
<b>EXPENSE TOTALS</b>		26,092,753.00	30,423,000.00	8,782,542.93	29%
<b>Fund 400 - Water &amp; Sewer Funds Totals</b>		(\$11,737,753.00)	(\$16,953,000.00)	\$428,162.41	-3%



Account		Account Description	FY24/25 Proposed Budget	FY23/24 Amended Budget	FY 23/24 YTD Transactions	% Used
<b>EXPENSE</b>						
Department <b>650 - ADMINISTRATION &amp; GENERAL</b>						
<i>Personal Services</i>						
410		SALARIES ADM	103,800.00	173,000.00	116,808.30	68%
420		SALARIES NON ADM			.00	
440		SALARIES HOURLY			.00	
460		RETIREMENT	18,720.00	31,200.00	21,090.94	68%
470		FICA	7,920.00	13,200.00	8,804.52	67%
480		HEALTH & LIFE INS.	170,000.00	165,000.00	112,014.05	68%
491		WORKMANS COMP	85,000.00	80,000.00	72,909.20	91%
495		LONGEVITY PAY PLAN	18,000.00	20,000.00	18,176.62	91%
<i>Personal Services Totals</i>			\$403,440.00	\$482,400.00	\$349,803.63	73%
<i>Supplies</i>						
525		FUEL OIL LUBRICANTS	60,000.00	55,000.00	36,680.53	67%
555		OPERATING SUPPLIES	5,000.00	5,000.00	.00	0%
<i>Supplies Totals</i>			\$65,000.00	\$60,000.00	\$36,680.53	61%
<i>Other Services and Charges</i>						
600		PROFESSIONAL SERVICES	50,000.00	50,000.00	.00	0%
605		COMMUNICATIONS	500.00	500.00	.00	0%
610		TRAVEL	500.00	500.00	.00	0%
615		ADVERTISING	500.00	500.00	.00	0%
625		INSURANCE	45,000.00	60,000.00	39,233.12	65%
690		DISBURSEMENTS-MISC	6,000.00	6,000.00	1,944.55	32%
<i>Other Services and Charges Totals</i>			\$102,500.00	\$117,500.00	\$41,177.67	35%
<i>Capital Outlay</i>						
720		CAPITAL OUTLAY	.00	262,000.00	139,379.90	53%
730		MACHINERY & EQUIP	70,000.00	.00	.00	#DIV/0!
<i>Capital Outlay Totals</i>			\$70,000.00	\$262,000.00	\$139,379.90	53%

		<i>Debt Service</i>							
800		BONDS REDEEMED-PRINC	2,651,000.00		2,345,000.00		905,000.00		39%
810		BONDS REDEEMED-INT	596,145.00		515,000.00		289,462.03		56%
840		PAYING AGENT FEE	20,000.00		25,000.00		8,040.00		32%
		<i>Debt Service Totals</i>	<b>\$3,267,145.00</b>		<b>\$2,885,000.00</b>		<b>\$1,202,502.03</b>		<b>42%</b>
		<i>Transfers and Other Charges</i>							
901		TRANSFERS TO REPAY LOAN	.00		.00		.00		#DIV/0!
902		TRANSFER TO GENERAL FUND	1,000,000.00		1,000,000.00		1,000,000.00		100%
910		TRANSFERS OUT							
		<i>Transfers and Other Charges Totals</i>	<b>\$1,000,000.00</b>		<b>\$1,000,000.00</b>		<b>\$1,000,000.00</b>		<b>100%</b>
		Department <b>650 - ADMINISTRATION &amp; GENERAL</b> Totals	<b>\$4,908,085.00</b>		<b>\$4,806,900.00</b>		<b>\$2,769,543.76</b>		<b>58%</b>

# Budget Performance Report

Date Range 10/01/23 - 05/31/24

Include Rollup Account and Rollup to Account

		FY24/25 Proposed	FY23/24 Amended	FY 23/24 YTD	% Used
Account	Account Description	Budget	Budget	Transactions	
Fund 400 - Water & Sewer Funds					
EXPENSE					
Department 660 - FINANCE & CUSTOMER					
Other Services and Charges					
645	SUPPORT AND CONTRIBUTIONS	685,000.00	675,000.00	448,281.07	66%
Other Services and Charges Totals		\$685,000.00	\$675,000.00	\$448,281.07	66%
Department 660 - FINANCE & CUSTOMER Totals		\$685,000.00	\$675,000.00	\$448,281.07	66%

Account		FY24/25 Proposed Budget	FY23/24 Amended Budget	FY 23/24 YTD Transactions	% Used
<b>Fund 400 - Water &amp; Sewer Funds</b>					
<b>EXPENSE</b>					
Department <b>672 - TRANSMISSION &amp; DISTRIBUTION</b>					
<i>Personal Services</i>					
400	SALARIES	504,200.00	435,000.00	289,933.80	67%
460	RETIREMENT	90,980.00	78,500.00	50,697.53	65%
470	FICA	40,280.00	35,000.00	22,108.00	63%
<i>Personal Services Totals</i>		\$635,460.00	\$548,500.00	\$362,739.33	66%
<i>Supplies</i>					
535	CLOTHING	6,250.00	6,250.00	6,227.76	100%
555	OPERATING SUPPLIES	510,000.00	495,000.00	290,871.46	59%
575	OTHER MAINT REPAIR	35,000.00	20,000.00	22,676.50	113%
<i>Supplies Totals</i>		\$551,250.00	\$521,250.00	\$319,775.72	61%
<i>Other Services and Charges</i>					
600	PROFESSIONAL SERVICES	50,000.00	50,000.00	27,776.26	56%
605	COMMUNICATIONS	3,500.00	2,250.00	1,938.42	86%
630	UTILITIES	6,000.00	10,000.00	3,392.52	34%
690	DISBURSEMENTS-MISC	40,000.00	28,500.00	28,075.67	99%
<i>Other Services and Charges Totals</i>		\$99,500.00	\$90,750.00	\$61,182.87	67%
<i>Capital Outlay</i>					
700	ENGINEERING	811,000.00	995,000.00	241,380.44	24%
720	CAPITAL OUTLAY	1,753,508.00	12,450,000.00	1,766,380.43	14%
730	MACHINERY & EQUIP	110,000.00	190,000.00	222,660.07	117%
<i>Capital Outlay Totals</i>		\$2,674,508.00	\$13,635,000.00	\$2,230,420.94	16%
Department <b>672 - TRANSMISSION &amp; DISTRIBUTION Totals</b>		\$3,960,718.00	\$14,795,500.00	\$2,974,118.86	20%

Account		Account Description	FY24/25 Proposed Budget	FY23/24 Amended Budget	FY 23/24 YTD Transactions	% Used
<b>Fund 400 - Water &amp; Sewer Funds</b>						
<b>EXPENSE</b>						
Department <b>673 - TREATMENT &amp; PURIFICATION</b>						
<i>Personal Services</i>						
420		SALARIES NON ADM	770,000.00	765,000.00	499,584.50	65%
460		RETIREMENT	140,000.00	137,000.00	88,630.98	65%
470		FICA	61,000.00	61,000.00	37,641.17	62%
<i>Personal Services Totals</i>			\$971,000.00	\$963,000.00	\$625,856.65	65%
<i>Supplies</i>						
525		FUEL OIL LUBRICANTS			.00	
535		CLOTHING	7,250.00	7,000.00	8,039.83	115%
555		OPERATING SUPPLIES	140,000.00	130,000.00	102,147.42	79%
571		TREATMENT PLANT MAINT	65,000.00	65,000.00	27,942.19	43%
572		LIFT STATION MAINT	350,000.00	250,000.00	282,584.31	113%
573		INDUSTRIAL PARK MAINT	6,000.00	6,000.00	3,678.62	61%
575		OTHER MAINT REPAIR	50,000.00	50,000.00	19,034.96	38%
<i>Supplies Totals</i>			\$618,250.00	\$508,000.00	\$443,427.33	87%
<i>Other Services and Charges</i>						
600		PROFESSIONAL SERVICES	70,000.00	40,000.00	18,529.25	46%
605		COMMUNICATIONS	7,000.00	3,000.00	2,015.70	67%
610		TRAVEL	6,000.00	5,000.00	2,949.68	59%
630		UTILITIES	700,000.00	550,000.00	396,801.35	72%
690		DISBURSEMENTS-MISC	5,000.00	1,200.00	4,528.72	377%
<i>Other Services and Charges Totals</i>			\$788,000.00	\$599,200.00	\$424,824.70	71%
<i>Capital Outlay</i>						
700		ENGINEERING	85,000.00	55,000.00	31,498.75	57%
720		CAPITAL OUTLAY	450,000.00	540,000.00	31,133.00	6%
730		MACHINERY & EQUIP	247,000.00	201,000.00	166,445.17	83%
<i>Capital Outlay Totals</i>			\$782,000.00	\$796,000.00	\$229,076.92	29%
<b>Department 673 - TREATMENT &amp; PURIFICATION Totals</b>			<b>\$3,159,250.00</b>	<b>\$2,866,200.00</b>	<b>\$1,723,185.60</b>	<b>60%</b>



Account		Account Description	FY24/25 Proposed Budget	FY23/24 Amended Budget	FY 23/24 YTD Transactions	% Used
Fund <b>400 - Water &amp; Sewer Funds</b>						
<b>EXPENSE</b>						
Department <b>675 - SOURCE OF SUPPLY</b>						
<i>Personal Services</i>						
420		SALARIES NON ADM	166,000.00	166,000.00	105,931.47	64%
460		RETIREMENT	30,000.00	30,000.00	18,432.07	61%
470		FICA	13,500.00	13,500.00	7,980.22	59%
<i>Personal Services Totals</i>			\$209,500.00	\$209,500.00	\$132,343.76	63%
<i>Supplies</i>						
525		FUEL OIL LUBRICANTS				
535		CLOTHING	2,500.00	2,500.00	1,176.87	47%
555		OPERATING SUPPLIES	190,000.00	160,000.00	119,601.95	75%
575		OTHER MAINT REPAIR	200,000.00	220,000.00	60,724.46	28%
<i>Supplies Totals</i>			\$392,500.00	\$382,500.00	\$181,503.28	47%
<i>Other Services and Charges</i>						
600		PROFESSIONAL SERVICES	20,000.00	20,000.00	1,720.00	9%
605		COMMUNICATIONS	3,000.00	6,000.00	1,082.43	18%
610		TRAVEL	2,000.00	2,500.00	.00	0%
630		UTILITIES	410,000.00	375,000.00	239,669.49	64%
690		DISBURSEMENTS-MISC	1,000.00	750.00	573.75	77%
<i>Other Services and Charges Totals</i>			\$436,000.00	\$404,250.00	\$243,045.67	60%
<i>Capital Outlay</i>						
700		ENGINEERING	1,780,000.00	925,000.00	25,095.00	3%
720		CAPITAL OUTLAY	8,900,000.00	8,000,000.00	.00	0%
730		MACHINERY & EQUIP	250,000.00	80,000.00	.00	0%
<i>Capital Outlay Totals</i>			\$10,930,000.00	\$9,005,000.00	\$25,095.00	0%
Department <b>675 - SOURCE OF SUPPLY Totals</b>			\$11,968,000.00	\$10,001,250.00	\$581,987.71	6%

Account		Account Description	FY24/25 Proposed Budget	FY23/24 Amended Budget	FY 23/24 YTD Transactions	% Used
<b>Fund 400 - Water &amp; Sewer Funds</b>						
<b>EXPENSE</b>						
Department <b>676 - SANITARY SEWER LINES</b>						
Personal Services						
420		SALARIES NON ADM	280,000.00	275,500.00	179,682.52	65%
460		RETIREMENT	50,000.00	50,000.00	31,708.94	63%
470		FICA	22,000.00	22,000.00	13,818.40	63%
<i>Personal Services Totals</i>			\$352,000.00	\$347,500.00	\$225,209.86	65%
Supplies						
535		CLOTHING	4,500.00	4,000.00	3,569.46	89%
555		OPERATING SUPPLIES	60,000.00	75,000.00	16,209.50	22%
575		OTHER MAINT REPAIR	40,000.00	50,000.00	8,253.66	17%
<i>Supplies Totals</i>			\$104,500.00	\$129,000.00	\$28,032.62	22%
Other Services and Charges						
600		PROFESSIONAL SERVICES	40,000.00	40,000.00	9,713.06	24%
605		COMMUNICATIONS	1,200.00	1,200.00	403.14	34%
630		UTILITIES	8,000.00	10,000.00	2,276.25	23%
690		DISBURSEMENTS-MISC	1,000.00	1,000.00	166.00	17%
<i>Other Services and Charges Totals</i>			\$50,200.00	\$52,200.00	\$12,558.45	24%
Capital Outlay						
700		ENGINEERING	325,000.00	256,000.00	7,925.00	3%
720		CAPITAL OUTLAY	575,000.00	375,000.00	.00	0%
730		MACHINERY & EQUIP	5,000.00	15,000.00	11,700.00	78%
<i>Capital Outlay Totals</i>			\$905,000.00	\$646,000.00	\$19,625.00	3%
<b>Department 676 - SANITARY SEWER LINES Totals</b>			<b>\$1,411,700.00</b>	<b>\$1,174,700.00</b>	<b>\$285,425.93</b>	<b>24%</b>

		FY24/25 Proposed	FY23/24 Amended	FY 23/24 YTD	% Used
Account	Account Description	Budget	Budget	Transactions	
<b>Fund 458 - Punkin Water Bond Series</b>					
<b>REVENUE</b>					
Department <b>000 - REVENUE</b>					
<i>Non-Revenue Receipts</i>					
396	PROCEEDS FROM LONG TERM DEBT	.00	.00	3,998,269.96	
<i>Non-Revenue Receipts Totals</i>		\$0.00	\$0.00	3,998,269.96	
<b>REVENUE TOTALS</b>		\$0.00	\$0.00	3,998,269.96	
<b>EXPENSE</b>					
Department <b>650 - ADMINISTRATION &amp; GENERAL</b>					
<i>Other Services and Charges</i>					
600	PROFESSIONAL SERVICES	40,000.00	.00	68,643.50	
<i>Other Services and Charges Totals</i>		\$40,000.00	\$0.00	\$68,643.50	
<i>Capital Outlay</i>					
700	ENGINEERING	20,000.00	242,000.00	56,879.00	
720	CAPITAL OUTLAY	125,000.00	2,530,000.00	1,133,396.66	
<i>Capital Outlay Totals</i>		\$145,000.00	\$2,772,000.00	\$1,190,275.66	
<i>Transfers and Other Charges</i>					
910	TRANSFERS OUT	.00	.00	.00	
<i>Transfers and Other Charges Totals</i>		\$0.00	\$0.00	\$0.00	
Department <b>650 - ADMINISTRATION &amp; GENERAL Totals</b>		\$185,000.00	\$2,772,000.00	\$1,258,919.16	
<b>EXPENSE TOTALS</b>		\$185,000.00	\$2,772,000.00	\$1,258,919.16	
Fund 458 - Punkin Water Bond Series 2023 Totals					
<b>REVENUE TOTALS</b>		.00	.00	3,998,269.96	
<b>EXPENSE TOTALS</b>		185,000.00	2,772,000.00	1,258,919.16	
Fund 458 - Punkin Water Bond Series 2023 Totals		(\$185,000.00)	(\$2,772,000.00)	\$2,739,350.80	

<u>Item Description</u>	<u>650</u>	<u>672</u>	<u>673</u>	<u>675</u>	<u>676</u>	<u>Total</u>
E-35 Mini Excavator (Water/Sewer)	\$60,000.00					\$60,000.00
Equipment Trailers (Water/Sewer)	\$10,000.00					\$10,000.00
Hand Held Radio Detection Locater (Water)		\$10,000.00				\$10,000.00
Service Truck - F450 w/ Utility Bed (Water)		\$100,000.00				\$100,000.00
WeirWasher (WWTP)			\$60,000.00			\$60,000.00
Aerators for WWTP Lagoon (WWTP)			\$30,000.00			\$30,000.00
WeirWasher for WWTP Clarifier (WWTP)			\$45,000.00			\$45,000.00
F250 Service Truck (Lift Station)			\$50,000.00			\$50,000.00
72" Mower (WWTP)			\$12,000.00			\$12,000.00
F350 Service Truck (WWTP)			\$50,000.00			\$50,000.00
Water Treatment Chemical Buildings				\$250,000.00		\$250,000.00
<b>TOTAL</b>	<b>\$70,000.00</b>	<b>\$110,000.00</b>	<b>\$247,000.00</b>	<b>\$250,000.00</b>	<b>\$0.00</b>	<b>\$677,000.00</b>

**Water and Sewer Projects For Fiscal Year 2025**

7/9/2024

Priority and or Committed	Project Name	Funding Source	Status	Design and Construction Engineering FY 2024-2025	Construction for FY 2024-2025
<b>Transmission &amp; Distribution (400-672-700, 720) - unless an ARPA Project in which case Ashley will set up account for construction invoices to flow through city hall</b>					
* ARPA/MCWI	Hwy 7 -MDOT-Phase 2 -B utility relocation	anticipate reimbursement thru ARPA and MCWI grants, and MDOT. Otherwise funded thru city hall account set up thru Ashley	Phase II-B to relocate water and sewer south along Hwy 7 to Villages Development, design complete,hired iROW to secure needed easements, will advertise and open bids summer 2024, David Daniels is engineer, MDOT reimbursement of \$1,400,000	270,000	
* ARPA/MCWI	Hwy 7 -MDOT-Phase 2 -C Water Main Improvements	anticipate reimbursement thru ARPA and MCWI grants. Otherwise funded thru city hall account set up thru Ashley	Phase II-C to install a new 16" water main along Hwy 7 from the Villages Development to Hwy 328, design complete,hired iROW to secure needed easements, will advertise and open bids summer 2024, David Daniels is engineer,	270,000	
* ARPA/MCWI	CR 412 Water, CR 322, CR 326, CR 324 Annexed areas	anticipate reimbursement thru ARPA and MCWI grants. Otherwise funded thru city hall account set up thru Ashley	annexed area, extend City water main and upgrade system, bids opened on 5/16/2024, construction to start in summer 2024, David Daniels engineer	56,000	
*	Water Main Fire Flow Improvements on Skyline Drive (annexation)	Water (400-672-700, 720)	design complete, bids opened 5/16/2024, construction to begin in summer 2024, David Daniels Engineer	35,000	253,508
*	Water Main Improvements in Thacker Heights (annexation)	Water (400-672-700,720)	design complete, bids opening 6/14/2024, construction to begin in summer 2024, David Daniels Engineer	180,000	1,744,010
<b>Subtotals Transmission &amp; Distribution Engineering and Construction</b>				<b>\$811,000</b>	<b>\$1,997,518</b>

Priority and or Committed	Project Name	Funding Source	Status	Design and Construction Engineering (-700) FY 2024-2025	Construction (-720) for FY 2024-2025
<b>Treatment &amp; Purification (400-673-700, 720)</b>					
*	Thacker Heights WWTP Evaluation Study	Treatment and Purification (400-673-700, 720)	Study performed by Burle Engineers to determine best way to meet future EPA requirements for ammonia discharge	35,000	
*	College Hill Lift station upgrades	Treatment and Purification (400-673-700, -720)	Precision, upgrades to College Hill Lift station to meet increased demand from mTrade lift station. Anticipated summer 2024 bid date.	50,000	450,000
<b>Subtotal (400-673-700, -720) (Treatment &amp; Purification Engineering and Construction)</b>				<b>\$85,000</b>	<b>\$450,000</b>



<b>Source of Supply (400-675-700, 720)</b>					
*	mTrade Water Plant Phase 1 Design and Permitting	possible 2022 WRDA grant (Section 219 funding) up to \$10m, No funds yet (400-675 otherwise)	Design beginning now that site location confirmed, David Daniels is Engineer	250,000	0
*	mTrade Water Plant Phase 2 construction	possible 2022 WRDA grant (Section 219 funding) up to \$10m, No funds yet, (400-675 otherwise)	Construction of the new water plant. Can be pused to next FY if funding becomes an issue. David Daniels is engineer	435,000	1,000,000
*	592 Regional Water Supply Project	Source of Supply (400-675-700, -720) with 592 funds reimbursement of \$1.7 million	bid taken in March 2023 of \$3,751,773 was rejected. Budgeted amount in FY 24 is \$3.8 million. In current bid climate an increase to \$4.25 million is recommneded. Waggoner Engineering is currently seeking additional funding as part fo the 592 program.	510,000	4,250,000
*	Industrial Park Water Plant & Well Site Emergency Generators	Source of Supply (400-675-700, -720)	New emergency generators for the water plant and remote well site. Reimbursement expected from FEMA HMG at 75%	5,000	150,000
*	Whirlpool Well #3	Source of Supply (400-675-700, -720)	New well site off Lee Loop to keep Whirlpool elevated tank fed. Easement from University has been obtained. David Daniels Engineer.	180,000	1,500,000
*	Anderson Water Tank	Source of Supply (400-675-700, -720)	property acquisition for future water tank site on Anderson road, additional tank site necessary to support new water plant Mtrade Park. Can mush constrution back to next year if funding is an issue or new funding sources become available.	400,000	2,000,000
<b>Total Budget (400-675-700, -720) (Source of Supply Engineering and Construction)</b>				<b>\$1,780,000</b>	<b>\$8,900,000</b>
<b>Transmission &amp; Distribution (400-676-700, 720) - unless an ARPA Project in which case Ashley will set up account for construction invoices to flow through city hall</b>					
<b>Priority and or Committed</b>	<b>Project Name</b>	<b>Funding Source</b>	<b>Status</b>	<b>Design and Construction Engineering FY 2024-2025</b>	<b>Construction for FY 2024-2025</b>
*	North Lamar Sewer (annexation) (construction)	anticipate reimbursement thru ARPA and MCWI grants. Otherwise funded thru city hall account set up thru Ashley	Construct Sewer along North Lamar and Hurricane to serve annexed area. Project will be bid in summer 2024. Precision is engineer.	250,000	
*	North 14th Sewer Rehabilitation	Sewer (400-676-700, -720)	Rehab existing gravity line along North 14th from Jefferson to Fox Hill, then east to Avent	60,000	500,000
*	CR 322 sewer (annexation)	Sewer (400-676-700, -720)	extend sewer as part of "South Grove" project to allow for future sewer service to CR 322 and other nearby areas	15,000	75,000
<b>Subtotals (Sanitary Sewer Engineering and Construction)</b>				<b>325,000</b>	<b>575,000</b>
<b>Total Construction and Engineering for all water and sewer</b>				<b>\$3,001,000</b>	<b>\$11,922,518</b>
				<b>Engineering</b>	<b>Construction</b>

Revenue (Reimbursements excluding Punkin)		
592 Regional Water Supply Project	592 funds reimbursement	\$1,700,000
HWY 7 Relocation	MDOT Reimbursement	\$1,400,000
Industrial Park Water Plant & Well Site Emergency Generators	FEMA Hazard Mitigation Grant 75%	\$112,500
<b>Total reimbursements revenue</b>		<b>\$3,212,500</b>

<b>Executive Summary:</b>	<b>\$14,923,518 Total Construction and Engineering Costs</b> <b>\$3,212,500 Total Reimbursements</b> <b>\$11,711,018 NET EXPENSES FOR CAPITAL PROJECTS</b>
---------------------------	--

### Punkin Water Projects

Project Name	Funding Source	Status	Design and Construction Engineering FY 2024-2025	Construction for FY 2024-2025
General Services-Punkin Water	458650-6000	General services as needed	\$40,000	
<b>Subtotals General Services(458650-6000) (Punkin Water Bond Series)</b>			<b>\$40,000</b>	<b>\$0</b>
Well Abandonment/Water Plant Demolition	458650-7000 and 458650-7200	Will begin design and award in fall of 2024	\$20,000	\$125,000
<b>Subtotals (458650-7000) (Punkin Water Bond Series--- Engineering and Construction)</b>			<b>\$20,000</b>	<b>\$125,000</b>

**ARPA/MCWI Water and Sewer Projects For Fiscal Year 2025 Paid directly by General Fund thru 647 Account**

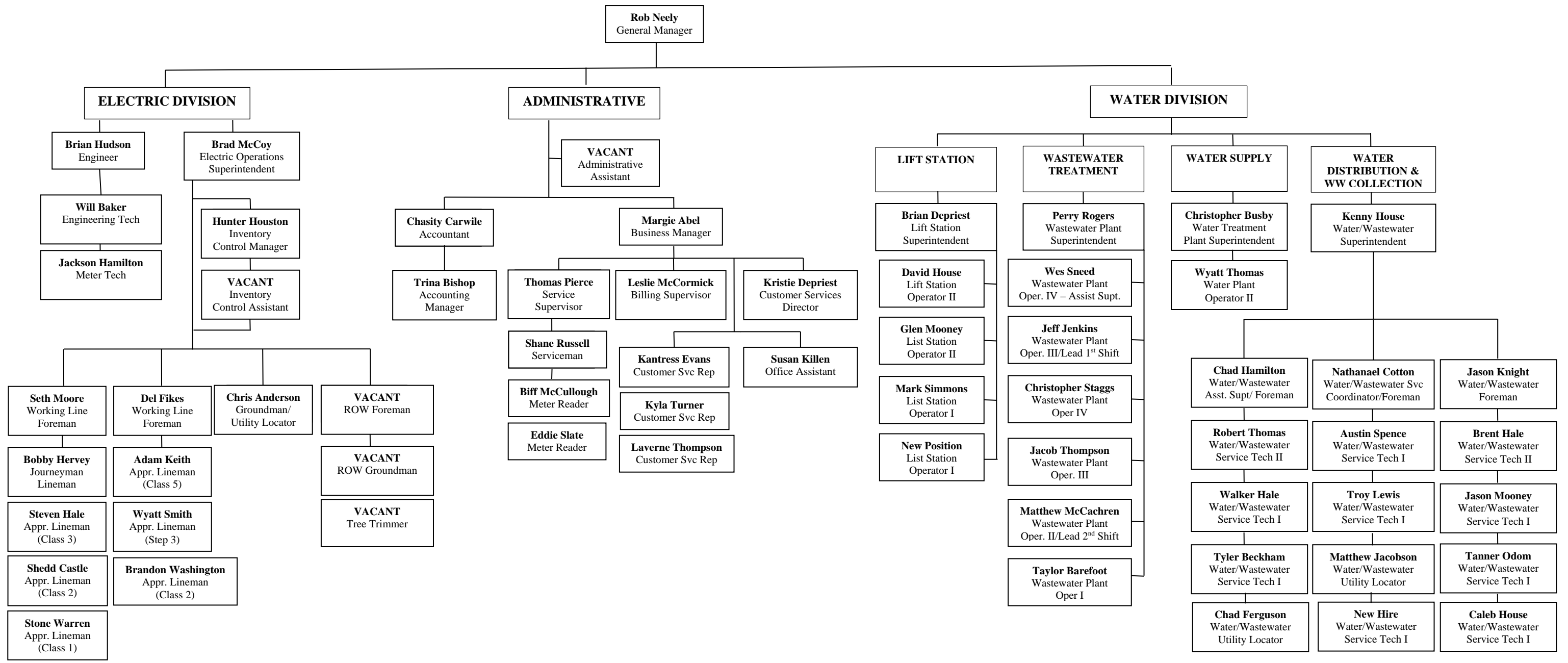
7/17/2024

Construction Invoices received will be paid directly from General Fund (ARPA and T&A accounts) as set up by Ashley. Reimbursements received will go back to the General Fund (appropriate account). Design invoices remain with Water and Sewer as they are not being reimbursed. Costs beyond the allocation will be invoiced from City to Utilities.

Priority and or Committed	Project Name	Funding Source	Status	Construction Engineering (647-672-700) FY 2024-2025	Construction for FY 2024-2025
<b>Transmission &amp; Distribution</b>					
* ARPA/MCWI	Hwy 7 -MDOT-Phase 2 -C Water Main Improvements	anticipate reimbursement of construction thru ARPA and MCWI grants. Engineering thru 647-672-700. Construction funded thru city hall account set up thru Ashley	Phase II-C to install a new 16" water main along Hwy 7 from the Villages Development to Hwy 328, design complete,hired iROW to secure needed easements, will advertise and open bids summer 2024, David Daniels is engineer,	107,611	1,793,511
* ARPA/MCWI	Hwy 7 -MDOT-Phase 2 -B utility relocation	anticipate reimbursement of construction thru ARPA and MCWI grants and MDOT. Engineering thru 647-672-700. Construction funded thru city hall account set up thru Ashley	Phase II-B to relocate water and sewer south along Hwy 7 to Villages Development, design complete,hired iROW to secure needed easements, will advertise and open bids summer 2024, David Daniels is engineer, MDOT reimbursement of \$1,400,000	359,218	5,986,964
* ARPA/MCWI	CR 412 Water, CR 322, CR 326, CR 324 Annexed areas	anticipate reimbursement of construction thru ARPA and MCWI grants. Engineering thru 647-672-700. Construction funded thru city hall account set up thru Ashley	annexed area, extend City water main and upgrade system, anticipate letting near time of Hwy 7 project, need to hire David Daniels for design	56,000	461,694
<b>Subtotals Transmission &amp; Distribution Engineering and Construction</b>				<b>\$522,829</b>	<b>\$8,242,169</b>
<b>Sanitary Sewer</b>					
Priority and or Committed	Project Name	Funding Source	Status	Construction Engineering (647-672-700) FY 2024-2025	Construction for FY 2024-2025
* ARPA/MCWI	North Lamar Sewer (annexation) (construction)	anticipate reimbursement of construction thru ARPA and MCWI grants. Engineering thru 647-672-700. Construction funded thru city hall account set up thru Ashley	Construct Sewer along North Lamar and Hurricane to serve annexed area, Precision, anticipate letting in Summer 2024	250,000	1,800,000
<b>Subtotals Sanitary Sewer Engineering and Construction</b>				<b>250,000</b>	<b>1,800,000</b>
<b>Total Construction and Engineering for all water and sewer</b>				<b>\$772,829</b>	<b>\$10,042,169</b>
				<b>Engineering</b>	<b>Construction</b>

<b>Revenue (Reimbursements from ARPA/MCWI or Water-Sewer)</b>			
	Hwy 7 -MDOT-Phase 2 -C Water Main Improvements	anticipate reimbursement of construction thru ARPA and MCWI grants. Engineering thru 647-672-700. Construction funded thru	\$1,912,113
	Hwy 7 -MDOT-Phase 2 -B utility relocation	anticipate reimbursement of construction thru ARPA and MCWI grants and MDOT. Engineering thru 647-672-700. Construction funded thru city hall account set up thru Ashley	\$1,912,113
	CR 412 Water, CR 322, CR 326, CR 324 Annexed areas	some ARPA and MCWI reimbursement (\$600,000), \$150,000 from Water-sewer	\$325,000
	North Lamar Sewer (annexation) (construction)	some ARPA and MCWI reimbursement	\$689,860
<b>Total reimbursements revenue</b>			<b>\$4,839,086</b>

<b>Executive Summary:</b>	<p><b>\$10.81 million in Construction and Engineering Costs</b></p> <p><b>\$4.84 million in reimbursements</b></p> <p><b>\$5.98 million in net expenses</b></p>
---------------------------	---





# MASTER PLAN - CASH FLOW

Revised Cash Flow Proposal for Master Plan  
Oxford Utilities - Water and Sewer Division

7/9/2024

## Plan with 2% Yearly Increase in Operation and Maintenance

	Proposed Expenses	Revenues/ Funding	Cash on Hand
			\$12,471,037.16
<b>FY 2025</b>			
Beginning Cash (7/9/24)			\$12,471,037.16
<b>Estimated Revenue (+3.0% Growth)</b>		\$14,355,000.00	
Requested Budget for O&M & Capital for Equipment (With 2% Increase)	\$7,136,900.00		
Requested for Capital Projects and Engineering	\$14,923,518.40		
Reimbursements and Grant Funds		\$3,212,500.00	
Punkin Project - Expenses Remaining	\$669,374.00		
Transfer to General Fund	\$1,000,000.00		
Series 2012 Bond and Interest Payments (Retires in FY25)	\$253,437.50		
Series 2014 Bond and Interest Payments (Retires in FY27)	\$464,943.76		
Series 2019 Bond and Interest Payment (Retires 2039)	\$839,800.00		
Series 2020 Bond and Interest Payment (Retires FY27)	\$242,853.45		
Series 2020B Bond and Interest Payment (Retires FY30)	\$614,375.50		
Series 2021 Bond and Interest Payment (Retires 2029)	\$566,992.00		
Series 2024 Bond and Interest Payment (Retires 2044)	\$265,000.00		
Year Ending Balance			\$3,061,342.55
<b>FY 2026</b>			
<b>Estimated Revenue (+3.0% Growth)</b>		\$14,785,650.00	
Requested Budget for O&M & Capital for Equipment (With 2% Increase)	\$7,279,638.00		
Available for Capital Projects, Engineering and Equipment	\$5,000,000.00		
Transfer to General Fund	\$1,000,000.00		
Series 2014 Bond and Interest Payments (Retires in FY27)	\$463,343.76		
Series 2019 Bond and Interest Payment (Retires 2039)	\$837,400.00		
Series 2020 Bond and Interest Payment (Retires FY27)	\$233,682.85		
Series 2020B Bond and Interest Payment (Retires FY30)	\$585,051.50		
Series 2021 Bond and Interest Payment (Retires 2029)	\$568,072.00		
Series 2024 Bond and Interest Payment (Retires 2044)	\$277,950.00		
Year Ending Balance			\$1,601,854.44
<b>FY 2027</b>			
<b>Estimated Revenue (+3.0% Growth) + 10% rate increase</b>		\$16,752,141.45	
Requested Budget for O&M & Capital for Equipment (With 2% Increase)	\$7,425,230.76		
Available for Capital Projects, Engineering and Equipment	\$5,000,000.00		
Transfer to General Fund	\$1,000,000.00		
Series 2014 Bond and Interest Payments (Retires in FY27)	\$463,343.76		
Series 2019 Bond and Interest Payment (Retires 2039)	\$837,400.00		
Series 2020 Bond and Interest Payment (Retires FY27)	\$233,682.85		
Series 2020B Bond and Interest Payment (Retires FY30)	\$585,051.50		
Series 2021 Bond and Interest Payment (Retires 2029)	\$568,072.00		
Series 2024 Bond and Interest Payment (Retires 2044)	\$282,950.00		
Year Ending Balance			\$1,958,265.02

<b>FY 2028</b>	<b>Estimated Revenue (+3.0% Growth)</b>		<b>\$17,254,705.69</b>
	Requested Budget for O&M & Capital for Equipment (With 2% Increase)	\$7,525,230.76	
	Available for Capital Projects, Engineering and Equipment	\$5,000,000.00	
	Transfer to General Fund	\$1,000,000.00	
	Series 2014 Bond and Interest Payments (Retires in FY27)	\$463,343.76	
	Series 2019 Bond and Interest Payment (Retires 2039)	\$837,400.00	
	Series 2020 Bond and Interest Payment (Retires FY27)	\$233,682.85	
	Series 2020B Bond and Interest Payment (Retires FY30)	\$585,051.50	
	Series 2021 Bond and Interest Payment (Retires 2029)	\$568,072.00	
	Series 2024 Bond and Interest Payment (Retires 2044)	\$282,550.00	
	Year Ending Balance		\$2,717,639.84
<b>FY 2029</b>	<b>Estimated Revenue (+3.0% Growth)</b>		<b>\$17,772,346.86</b>
	Requested Budget for O&M & Capital for Equipment (With 2% Increase)	\$7,675,735.38	
	Available for Capital Projects, Engineering and Equipment	\$5,000,000.00	
	Proposed Capital for Water Treatment Plant Upgrades	\$1,000,000.00	
	Transfer to General Fund	\$1,000,000.00	
	Series 2019 Bond and Interest Payment (Retires 2039)	\$837,400.00	
	Series 2020B Bond and Interest Payment (Retires FY30)	\$585,051.50	
	Series 2021 Bond and Interest Payment (Retires 2029)	\$568,072.00	
	Series 2024 Bond and Interest Payment (Retires 2044)	\$281,950.00	
	Year Ending Balance		\$3,541,777.83
<b>FY 2030</b>	<b>Estimated Revenue (+3.0% Growth)</b>		<b>\$18,305,517.27</b>
	Requested Budget for O&M & Capital for Equipment (With 2% Increase)	\$7,829,250.08	
	Available for Capital Projects, Engineering and Equipment	\$5,000,000.00	
	Transfer to General Fund	\$1,000,000.00	
	Series 2019 Bond and Interest Payment (Retires 2039)	\$837,400.00	
	Series 2020B Bond and Interest Payment (Retires FY30)	\$585,051.50	
	Series 2021 Bond and Interest Payment (Retires 2029)	\$568,072.00	
	Series 2024 Bond and Interest Payment (Retires 2044)	\$291,150.00	
	Year Ending Balance		\$5,736,371.52
<b>FY 2031</b>	<b>Estimated Revenue (+3.0% Growth)</b>		<b>\$18,854,682.79</b>
	Requested Budget for O&M & Capital for Equipment (With 2% Increase)	\$7,985,835.08	
	Available for Capital Projects, Engineering and Equipment	\$6,000,000.00	
	Transfer to General Fund	\$1,000,000.00	
	Series 2019 Bond and Interest Payment (Retires 2039)	\$837,400.00	
	Series 2020B Bond and Interest Payment (Retires FY30)	\$585,051.50	
	Series 2024 Bond and Interest Payment (Retires 2044)	\$289,750.00	
	Year Ending Balance		\$7,893,017.72
<b>FY 2032</b>	<b>Estimated Revenue (+3.0% Growth + 10% Rate Increase)</b>		<b>\$21,305,791.55</b>
	Requested Budget for O&M & Capital for Equipment (With 2% Increase)	\$8,145,551.79	
	Available for Capital Projects, Engineering and Equipment	\$8,000,000.00	
	Transfer to General Fund	\$1,000,000.00	
	Series 2019 Bond and Interest Payment (Retires 2039)	\$837,400.00	
	Series 2024 Bond and Interest Payment (Retires 2044)	\$288,100.00	
	Year Ending Balance		\$10,927,757.49

<b>FY 2033</b>	<b>Estimated Revenue (+3.0% Growth)</b>		<b>\$21,944,965.30</b>
	Requested Budget for O&M & Capital for Equipment (With 2% Increase)	\$8,308,462.82	
	Available for Capital Projects, Engineering and Equipment	\$8,000,000.00	
	Transfer to General Fund	\$1,000,000.00	
	Series 2019 Bond and Interest Payment (Retires 2039)	\$837,400.00	
	Series 2024 Bond and Interest Payment (Retires 2044)	\$286,250.00	
	Year Ending Balance		\$14,440,609.96
<b>FY 2034</b>	<b>Estimated Revenue (+3.0% Growth)</b>		<b>\$22,603,314.26</b>
	Requested Budget for O&M & Capital for Equipment (With 2% Increase)	\$8,557,716.71	
	Available for Capital Projects, Engineering and Equipment	\$8,000,000.00	
	Transfer to General Fund	\$1,000,000.00	
	Series 2019 Bond and Interest Payment (Retires 2039)	\$837,400.00	
	Series 2024 Bond and Interest Payment (Retires 2044)	\$289,250.00	
	Year Ending Balance		\$18,359,557.51
<b>FY 2035</b>	<b>Estimated Revenue (+3.0% Growth)</b>		<b>\$23,281,413.68</b>
	Requested Budget for O&M & Capital for Equipment (With 2% Increase)	\$8,728,871.04	
	Available for Capital Projects, Engineering and Equipment	\$8,000,000.00	
	Transfer to General Fund	\$1,000,000.00	
	Series 2019 Bond and Interest Payment (Retires 2039)	\$837,400.00	
	Series 2024 Bond and Interest Payment (Retires 2044)	\$291,850.00	
	Year Ending Balance		\$22,782,850.16
<b>FY 2036</b>	<b>Estimated Revenue (+3.0% Growth)</b>		<b>\$23,979,856.09</b>
	Requested Budget for O&M & Capital for Equipment (With 2% Increase)	\$8,903,448.46	
	Available for Capital Projects, Engineering and Equipment	\$8,000,000.00	
	Transfer to General Fund	\$1,000,000.00	
	Series 2019 Bond and Interest Payment (Retires 2039)	\$837,400.00	
	Series 2024 Bond and Interest Payment (Retires 2044)	\$294,050.00	
	Year Ending Balance		\$27,727,807.79
<b>FY 2037</b>	<b>Estimated Revenue (+3.0% Growth + 10% Rate Increase)</b>		<b>\$27,097,237.39</b>
	Requested Budget for O&M & Capital for Equipment (With 2% Increase)	\$9,081,517.43	
	Available for Capital Projects, Engineering and Equipment	\$8,000,000.00	
	Transfer to General Fund	\$1,000,000.00	
	Series 2019 Bond and Interest Payment (Retires 2039)	\$837,400.00	
	Series 2024 Bond and Interest Payment (Retires 2044)	\$300,800.00	
	Year Ending Balance		\$35,605,327.75
<b>FY 2038</b>	<b>Estimated Revenue (+3.0% Growth)</b>		<b>\$27,910,154.51</b>
	Requested Budget for O&M & Capital for Equipment (With 2% Increase)	\$9,263,147.78	
	Available for Capital Projects, Engineering and Equipment	\$8,000,000.00	
	Proposed Large Water Trunk Line around Oxford (+- 18 miles - Phase 1 of 2)	\$6,000,000.00	
	Transfer to General Fund	\$1,000,000.00	
	Series 2019 Bond and Interest Payment (Retires 2039)	\$837,400.00	
	Series 2024 Bond and Interest Payment (Retires 2044)	\$301,950.00	
	Year Ending Balance		\$38,112,984.48

FY 2039	Estimated Revenue (+3.0% Growth)		\$28,747,459.14
	Requested Budget for O&M & Capital for Equipment (With 2% Increase)	\$9,448,410.73	
	Available for Capital Projects, Engineering and Equipment	\$8,000,000.00	
	Transfer to General Fund	\$1,000,000.00	
	Series 2019 Bond and Interest Payment (Retires 2039)	\$837,400.00	
	Series 2024 Bond and Interest Payment (Retires 2044)	\$302,750.00	
	Year Ending Balance		\$47,271,882.89
FY 2040	Estimated Revenue (+3.0% Growth)		\$29,609,882.92
	Requested Budget for O&M & Capital for Equipment (With 2% Increase)	\$9,637,378.95	
	Available for Capital Projects, Engineering and Equipment	\$8,000,000.00	
	Proposed Large Water Trunk Line around Oxford (+- 18 miles - Phase 2 of 2)	\$6,000,000.00	
	Proposed Downtown Water/Sewer Rehabilitation (Phase 1 of 2)	\$2,000,000.00	
	Transfer to General Fund	\$1,000,000.00	
	Series 2019 Bond and Interest Payment (Retires 2039)	\$837,400.00	
	Series 2024 Bond and Interest Payment (Retires 2044)	\$303,150.00	
	Year Ending Balance		\$49,103,836.85



**City of Oxford  
Board of Aldermen  
Recess Meeting - BOA  
July 23, 2024, 1:00 pm - 5:00 pm  
City Hall Courtroom**

**DOCUMENTS**



# Table of Contents

Cover Page

Table of Contents

Signed\_approved\_minutes\_07232024

Oxford MS SaaS 071924 -Clean- -002-

SaaS agreement fully signed

Monroe

Revocable License Request\_Jamie Whitten Jr.-Southside Gallery

Emerg\_Mgmt

Stronger\_Together\_Oxford

mTrade\_Park

HJH Budget

Visit Oxford FY2025 draft

OPC\_Pool

City\_shop

Quotes shop equipment

2-Food\_Beverage

YAC Annual Request city 2024

YAC Budget 24 request

Baptist\_Proceeds\_Fund

City of Oxford Board of Aldermen Request 2024-2025 CASA

FY2025 Oxford Request Library

OXFORDCITYbudgeFY25\_library

FRL\_FY2023Audit\_Final

Family Crisis Services of Northwest Mississippi 2024-2025 Request for Funding

North\_MS\_Rural\_Legal\_Svcs

2024-2025 Budget Oxford BG Club

## MINUTES

City of Oxford  
Board of Aldermen  
Recess Meeting - BOA  
Tuesday, July 23, 2024, 1:00 pm - 5:00 pm  
City Hall Courtroom



1. Call to order.

The meeting of the Mayor and Board of Alderman of the City of Oxford, Mississippi, was called to order by Mayor Tannehill at 1:00pm on Tuesday, July 23, 2024 in the courtroom of Oxford City Hall when and where the following were present:

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

Mayo Mallette, PLLC- Of Counsel-absent  
Ashley Atkinson- City Clerk  
Bart Robinson- Chief Operating Officer  
Braxton Tullos- Human Resources Director  
Hollis Green- Director of Development Services  
Jessi Tolleson-Comptroller  
John Crawley-City Engineering  
Mark Levy-Special Projects

2. Adopt the agenda for the meeting.

It was moved by Alderman Crowe, seconded by Alderman Hyneman to adopt the agenda for the meeting with the addition of items 8h(i) and 8j(viii-xi) and the deletion of item 6. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

3. Request permission to install access control equipment at the ARC based on quotes received. (Kelli Briscoe)

This item was postponed.

4. Request approval of Software Agreement with Tyler Technologies to add the Meeting Manager Module and to upgrade New World ERP to SaaS. (Ashley Atkinson)

It was moved by Alderman Huelse, seconded by Alderman Hyneman to approve a software agreement with Tyler Technologies to add the Meeting Manager Module and to upgrade the New World ERP to SaaS (cloud-based platform). All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

5. Consider a request from AT & T to close a portion of Monroe Avenue on Sunday, August 4, 2024. (John Crawley)

It was moved by Alderman Crowe, seconded by Alderman Huelse to approve a request from AT & T to close a portion of Monroe Avenue on Sunday, August 4, 2024. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

6. Request permission to hire an employee in the Development Services-Building Department. (Johnathan Mizell)

This item was deleted from the agenda.

7. Request permission to approve a revocable license for property located on Harrison Avenue. (Mark Levy)

It was moved by Alderman Hyneman, seconded by Alderman Bailey to approve a revocable license for property located on Harrison Avenue. All the aldermen present voting aye, Mayor Tannehill declare the motion carried.

8. Budget Presentations from the following departments:

- a. Emergency Management
- b. Stronger Together Oxford
- c. mTrade Park
- d. Holly Jolly Holidays

- e. Visit Oxford  
Alderman Addy joined the meeting via Microsoft Teams.
- f. OPC & Pool
- g. City Shop
- h. 2% Food & Beverage
  - i. Yoknapatawpha Arts Council
- i. Baptist Fund
- j. Non-profit requests:
  - i. Lafayette County CASA
  - ii. Oxford-Lafayette County Library
  - iii. Family Crisis Services
  - iv. North MS Rural Legal Services
  - v. Oxford Community Market
  - vi. Affordable Housing Committee
  - vii. Boys & Girls Club
  - viii. Oxford-Lafayette County Economic Development Foundation
  - ix. Interfaith Compassion Ministry
  - x. Lafayette County Soil & Water Conservation
  - xi. Lafayette County Heritage Foundation

9. Consider an executive session.

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

It was moved by Alderman Howell-Atkinson, seconded by Alderman Crowe to enter into an executive session for personnel matters in all City Departments and a matter related to ownership of an unopened street. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

City Clerk, Ashley Atkinson, left the meeting at this time.

It was moved by Alderman Huelse, seconded by Alderman Hyneman to approve a list of salaries, as presented, with a 3% COLA increase for the majority of City employees. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

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

City Clerk, Ashley Atkinson, returned to the meeting.

It was moved by Alderman Crowe, seconded by Alderman Bailey to follow the recommendation of the Department Head and the HR Director and suspend City Shop employee, John Edge, for three days without pay for violation of City policy. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

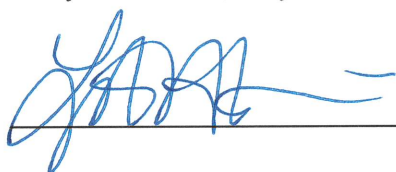
It was moved by Alderman Huelse, seconded by Alderman Hyneman to appoint Robert Lomenick as a Prosecutor in the Municipal Court. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

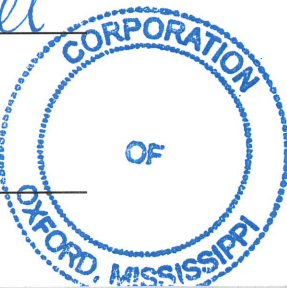
It was moved by Alderman Bailey, seconded by Alderman Howell-Atkinson to hire Josh McCoy as a Digital Content Manager, with a salary of \$75,000.00, effective September 1, 2024, and to amend the budget as necessary. All the aldermen present voting aye, Mayor Tannehill declared the motion carried.

10. Adjourn.

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

  
Robyn Tannehill, Mayor





Ashley Atkinson, City Clerk



## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Service Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the City of Oxford, Mississippi.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.





- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## **SECTION B – SAAS SERVICES**

1. **Rights Granted**. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
  - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
  - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
  - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official

Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

## **SECTION C – PROFESSIONAL SERVICES**

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be

liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. **Maintenance and Support.** For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.



## SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

## SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
  - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
  - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

## SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
  - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

## 2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), ONE AND ONE HALF (1.5) TIMES THE TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, ONE AND ONE HALF (1.5) TIMES THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO**

## CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing



each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data

must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

- 19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
- 20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
- 21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
- 22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
- 23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
- 24. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A      Investment Summary
- Exhibit B      Invoicing and Payment Policy  
                    Schedule 1: Business Travel Policy
- Exhibit C      Service Level Agreement  
                    Schedule 1: Support Call Process

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Oxford, MS

By: \_\_\_\_\_

By: \_\_\_\_\_



Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Address for Notices:

City of Oxford  
107 Courthouse Square  
Oxford, MS 38655  
Attention: \_\_\_\_\_



## **Exhibit A Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By:  
 Quote Expiration:  
 Quote Name:

Heather Brown  
 11/20/24  
 City of Oxford MS - Flip to SaaS

**Sales Quotation For:**

City of Oxford  
 107 Courthouse Sq  
 Oxford MS 38655-4068

**Tyler Annual Software - SaaS**

Description	Annual
<b>Tyler One</b>	
<b>Tyler Products</b>	
Cashiering	\$ 6,468
Meeting Manager	\$ 15,103
<b>New World ERP</b>	
<b>Financials</b>	
Accounting/General Ledger	\$ 18,657
-Budgeting/Annual Budgeting	
-Accounts Payable	
-Bank Reconciliation	
-Misc Billing & Receivables	
-Revenue Collections	
-Datamart & FM Analytics/Dashboards	
Fixed Assets	\$ 4,097
Project & Grant Accounting	\$ 10,432
2024-474685-W4D0H1	



**TOTAL**

**\$ 54,757**

**Hourly Services**

Description	Hours	Price
<b>Tyler One</b>		
Tyler Products		
Meeting Manager	40	\$ 7,800
<b>TOTAL</b>	<b>40</b>	<b>\$ 7,800</b>

**Fixed Fee Services**

Description	Units	Price	Maintenance
<b>New World ERP</b>			
ERP Insights			
SaaS Flip Install Fee	1	\$ 4,000	\$ 0
<b>Other Services</b>			
Project Planning Services for SaaS Flips	1	\$ 2,500	\$ 0
<b>TOTAL</b>		<b>\$ 6,500</b>	<b>\$ 0</b>

**Summary**

**One Time Fees**

**Recurring Fees**

Total Tyler Software

\$ 0

\$ 0

Total SaaS

\$ 0

\$ 54,757

2024-474685-W4D0H1

CONFIDENTIAL

Page 2

Total Tyler Services	\$ 14,300	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
<b>Summary Total</b>	<b>\$ 14,300</b>	<b>\$ 54,757</b>
<b>Contract Total</b>	<b>\$ 69,057</b>	

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - o Implementation and other professional services fees shall be invoiced as delivered.
  - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and material basis. "
  - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where Project Planning Services are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears,

beginning on the first day of the month immediately following initiation of project planning.

o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration

Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product

suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

• Expenses associated with onsite services are invoiced as incurred.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held

For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

P.O.#: \_\_\_\_\_



## Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
  - 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
  - 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
  - 2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
  - 2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
  - 2.5 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - 2.6 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning

- Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.7 *Web Services*: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
- 2.8 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products and Hardware.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.
- 3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.



**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee’s office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

#### 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

##### A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

##### Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

##### Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

##### B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.





## Exhibit C

# SERVICE LEVEL AGREEMENT

### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

**II. Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar month, calculated as follows:  $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$ .

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance Window:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

### III. Service Availability

#### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

#### b. Our Responsibilities



When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

**IV. Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



## Exhibit C Schedule 1 Support Call Process

### Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users\*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

*\* Channel availability may be limited for certain applications.*

### Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

### Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

## Incident Handling

### *Incident Tracking*

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

### *Incident Priority*

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

*\*Response and Resolution Targets may differ by product or business need*

### *Incident Escalation*

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

### *Remote Support Tool*

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.





## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Oxford, Mississippi.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
  - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
  - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
  - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official

Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

## SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be



liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

## SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

## SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## SECTION F – TERM AND TERMINATION

1. **Term.** The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
  - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
  - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

## SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. **Intellectual Property Infringement Indemnification.**
  - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), ONE AND ONE HALF (1.5) TIMES THE TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, ONE AND ONE HALF (1.5) TIMES THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO**

## CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.



5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing

each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data

must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

- 19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
- 20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
- 21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
- 22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
- 23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
- 24. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy  
Schedule 1: Business Travel Policy
- Exhibit C Service Level Agreement  
Schedule 1: Support Call Process

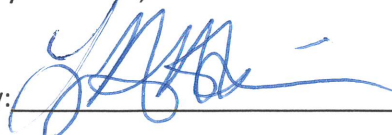
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: *Jina Mize*

City of Oxford, MS

By: 

Name: Tina Mize

Title: Group General Counsel

Date: 07/24/2024

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Name: Leigh A. Atkins

Title: City Clerk

Date: 7/23/2024

Address for Notices:

City of Oxford  
107 Courthouse Square  
Oxford, MS 38655  
Attention: Jessi Tolleson





**Exhibit A**  
**Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK





Quoted By:  
Quote Expiration:  
Quote Name:

Heather Brown  
11/20/24  
City of Oxford MS - Flip to SaaS

**Sales Quotation For:**

City of Oxford  
107 Courthouse Sq  
Oxford MS 38655-4068

**Tyler Annual Software - SaaS**

Description	Annual
Tyler One	
Tyler Products	
Cashiering	\$ 6,468
Meeting Manager	\$ 15,103
New World ERP	
Financials	
Accounting/General Ledger	\$ 18,657
-Budgeting/Annual Budgeting	
-Accounts Payable	
-Bank Reconciliation	
-Misc Billing & Receivables	
-Revenue Collections	
-Datamart & FM Analytics/Dashboards	
Fixed Assets	\$ 4,097
Project & Grant Accounting	\$ 10,432

2024-474685-W4D0H1

CONFIDENTIAL

**TOTAL**

**\$ 54,757**

**Hourly Services**

Description	Hours	Price
Tyler One		
Tyler Products		
Meeting Manager	40	\$ 7,800
<b>TOTAL</b>	<b>40</b>	<b>\$ 7,800</b>

**Fixed Fee Services**

Description	Units	Price	Maintenance
New World ERP			
ERP Insights			
SaaS Flip Install Fee	1	\$ 4,000	\$ 0
Other Services			
Project Planning Services for SaaS Flips	1	\$ 2,500	\$ 0
<b>TOTAL</b>		<b>\$ 6,500</b>	<b>\$ 0</b>

**Summary**

Total Tyler Software

**One Time Fees**

\$ 0

**Recurring Fees**

\$ 0

Total SaaS

\$ 0

\$ 54,757

2024-474685-W4DOH1

CONFIDENTIAL

Total Tyler Services	\$ 14,300	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
<b>Summary Total</b>	<b>\$ 14,300</b>	<b>\$ 54,757</b>
<b>Contract Total</b>	<b>\$ 69,057</b>	

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - o Implementation and other professional services fees shall be invoiced as delivered.
  - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and material basis. "
  - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where Project Planning Services are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears,

beginning on the first day of the month immediately following initiation of project planning.

o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

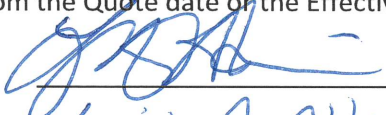
o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product

suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

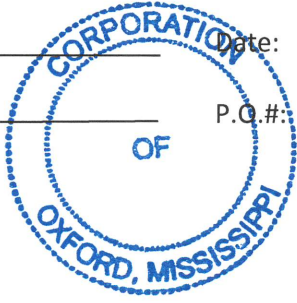
• Expenses associated with onsite services are invoiced as incurred.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler’s SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:  Date: 7/23/2024

Print Name: Leigh A. Atkinson P.O.#: 1310





## Exhibit B

### Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
  - 2.1 **Implementation and Other Professional Services (including training):** Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
  - 2.2 **Consulting Services:** If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
  - 2.3 **Conversions:** Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
  - 2.4 **Requested Modifications to the Tyler Software:** Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
  - 2.5 **Other Fixed Price Services:** Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - 2.6 **Other Fixed Price Services:** Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning



- Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.7 *Web Services*: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
- 2.8 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products and Hardware.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.
- 3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

#### 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

##### A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

###### Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

###### Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

##### B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.



## 5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

## 6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



## Exhibit C

# SERVICE LEVEL AGREEMENT

### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

**II. Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar month, calculated as follows:  $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$ .

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance Window:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

### III. Service Availability

#### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

#### b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

**IV. Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



## Exhibit C Schedule 1 Support Call Process

### Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users\*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

*\* Channel availability may be limited for certain applications.*

### Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

### Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

**Incident Handling**

*Incident Tracking*

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

*Incident Priority*

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.



Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

*\*Response and Resolution Targets may differ by product or business need*

#### *Incident Escalation*

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

#### *Remote Support Tool*

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.









**OXFORD**  
GENERAL  
GOVERNMENT

# MEMORANDUM

---

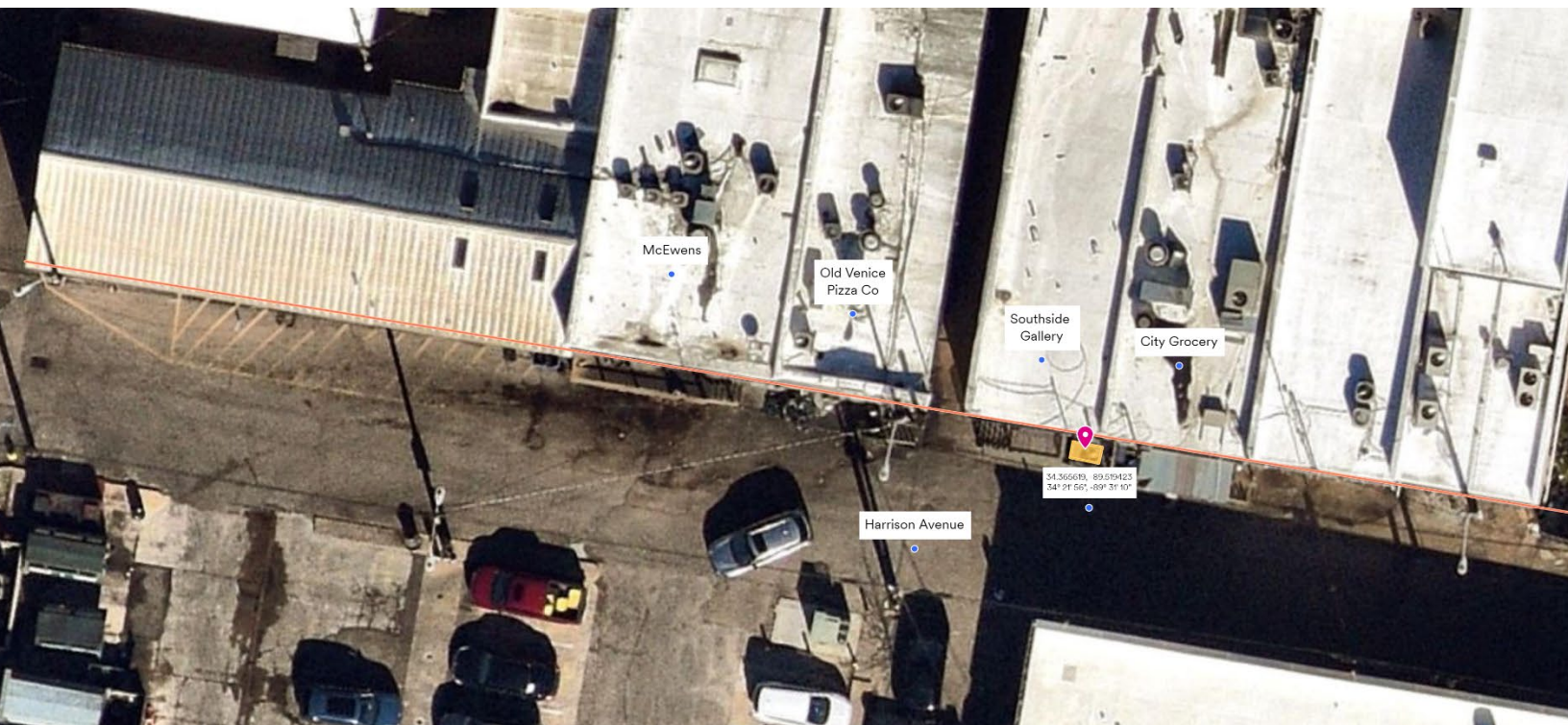
**To:** Board of Aldermen  
**From:** Mark Levy, PLA  
**CC:** Bart Robinson, P.E.  
**Date:** July 22, 2024  
**Re:** Request for revocable license for condensing unit on Harrison Avenue

---

Jamie L. Whitten, Jr., owner of the building at 150 Courthouse Square, is requesting a revocable license for a 51” x 38” condensing unit on the right-of-way of Harrison Avenue. The unit is 39” tall which can fit under the elevated steel walkways that will be constructed along the back of the buildings.

Any future work to the unit that requires modification or repair of city property will be borne by Mr. Whitten. Oxford’s Fire Inspector, William Stewart, has reviewed the request and approved conditionally as the condensing unit is non-combustible.

Below: Location of condensing unit



Account	Account Description	2025 Level 1	2024 Amended Budget	% Change Prior Yr	2024 Actual Amount	2023 Actual Amount
Fund 001 - General Fund						
<b>EXPENSE</b>						
Department 190 - EMERGENCY MANAGEMENT						
<i>Personal Services</i>						
410	SALARIES ADM	88,400.00	88,400.00	.00	68,000.00	84,999.98
420	SALARIES NON ADM	15,000.00	10,000.00	50.00	.00	.00
460	RETIREMENT	18,509.00	18,426.00	.45	11,832.00	14,790.10
470	FICA	7,910.00	7,558.00	4.65	5,180.47	6,550.75
480	HEALTH & LIFE INS.	6,200.00	6,500.00	(4.61)	2,256.82	6,218.48
	<i>Personal Services Totals</i>	<u>\$136,019.00</u>	<u>\$130,884.00</u>	<u>3.92%</u>	<u>\$87,269.29</u>	<u>\$112,559.31</u>
<i>Supplies</i>						
500	OFFICE SUPPLIES	2,000.00	2,800.00	(28.57)	.00	.00
525	FUEL OIL LUBRICANTS	4,000.00	3,500.00	14.28	2,482.07	3,309.54
535	CLOTHING	500.00	1,000.00	(50.00)	.00	730.45
555	OPERATING SUPPLIES	11,000.00	11,000.00	.00	2,106.62	11,348.90
575	OTHER MAINT REPAIR	5,000.00	5,000.00	.00	1,160.00	5,180.62
580	SERVICE MAINT CONTRACTS	10,000.00	10,000.00	.00	7,720.50	114.02
	<i>Supplies Totals</i>	<u>\$32,500.00</u>	<u>\$33,300.00</u>	<u>(2.40%)</u>	<u>\$13,469.19</u>	<u>\$20,683.53</u>
<i>Other Services and Charges</i>						
600	PROFESSIONAL SERVICES	15,500.00	16,000.00	(3.12)	1,080.00	6,500.00
601	TRAINING	2,000.00	2,000.00	.00	350.00	350.00
605	COMMUNICATIONS	5,000.00	5,000.00	.00	3,374.88	4,233.71
606	COMM RADIOS	800.00	800.00	.00	.00	.00
610	TRAVEL	2,000.00	1,500.00	33.33	127.27	126.26
615	ADVERTISING	.00	1,000.00	(100.00)	.00	.00
630	UTILITIES	11,000.00	10,000.00	10.00	7,772.95	9,978.65
645	SUPPORT AND CONTRIBUTIONS	10,000.00	10,000.00	.00	.00	.00
690	DISBURSEMENTS-MISC	3,000.00	3,000.00	.00	(340.15)	(25.00)
	<i>Other Services and Charges Totals</i>	<u>\$49,300.00</u>	<u>\$49,300.00</u>	<u>0.00%</u>	<u>\$12,364.95</u>	<u>\$21,163.62</u>



Account	Account Description	2025 Level 1	2024 Amended Budget	% Change Prior Yr	2024 Actual Amount	2023 Actual Amount
Fund	<b>001 - General Fund</b>					
	<b>EXPENSE</b>					
	Department <b>190 - EMERGENCY MANAGEMENT</b>					
	Capital Outlay					
720	CAPITAL OUTLAY	.00	110,280.00	(100.00)	.00	.00
730	MACHINERY & EQUIP	78,187.00	5,000.00	1,463.74	15,230.96	41,647.25
	Comments					
	Level	Comment				
	Level 1	\$48k-tethered drone \$30,187 -portable radios				
	<i>Capital Outlay Totals</i>	\$78,187.00	\$115,280.00	(32.18%)	\$15,230.96	\$41,647.25
Department	<b>190 - EMERGENCY MANAGEMENT Totals</b>	\$296,006.00	\$328,764.00	(9.96%)	\$128,334.39	\$196,053.71
	<b>EXPENSE TOTALS</b>	\$296,006.00	\$328,764.00	(9.96%)	\$128,334.39	\$196,053.71
Fund	<b>001 - General Fund Totals</b>	\$296,006.00	\$328,764.00	(9.96%)	\$128,334.39	\$196,053.71
	<b>EXPENSE TOTALS</b>	\$296,006.00	\$328,764.00	(9.96%)	\$128,334.39	\$196,053.71
Fund	<b>001 - General Fund Totals</b>	(\$296,006.00)	(\$328,764.00)	(9.96%)	(\$128,334.39)	(\$196,053.71)
	Net Grand Totals					
	<b>REVENUE GRAND TOTALS</b>	\$0.00	\$0.00	+++	\$0.00	\$0.00
	<b>EXPENSE GRAND TOTALS</b>	\$296,006.00	\$328,764.00	(9.96%)	\$128,334.39	\$196,053.71
	Net Grand Totals	(\$296,006.00)	(\$328,764.00)	(9.96%)	(\$128,334.39)	(\$196,053.71)

Account	Account Description	2025 Level 1	2024 Amended Budget	Calculated Column 1	2024 Actual Amount	2023 Actual Amount
Fund 001 - General Fund						
<b>EXPENSE</b>						
Department 302 - STRONGER TOGETHER OXFORD						
<i>Personal Services</i>						
410	SALARIES ADM	49,875.00	49,875.00		38,365.60	36,890.00
420	SALARIES NON ADM	39,500.00	.00		10,832.69	91,683.99
440	SALARIES HOURLY	18,720.00	23,720.00		7,294.50	.00
460	RETIREMENT	15,998.00	9,302.00		8,560.49	22,371.97
470	FICA	8,269.00	5,630.00		4,251.84	9,275.48
480	HEALTH & LIFE INS.	12,400.00	6,500.00		5,611.44	18,655.44
	<i>Personal Services Totals</i>	\$144,762.00	\$95,027.00	+++	\$74,916.56	\$178,876.88
<i>Supplies</i>						
500	OFFICE SUPPLIES	.00	.00		478.62	.00
525	FUEL OIL LUBRICANTS	700.00	700.00		267.89	3,109.50
535	CLOTHING	3,000.00	3,000.00		2,868.20	3,067.50
555	OPERATING SUPPLIES	10,500.00	10,500.00		4,497.15	3,590.47
585	DUES REG FEES SUBSCRIPTIONS	6,000.00	2,000.00		5,664.91	1,348.11
	<i>Supplies Totals</i>	\$20,200.00	\$16,200.00	+++	\$13,776.77	\$11,115.58
<i>Other Services and Charges</i>						
605	COMMUNICATIONS	4,900.00	1,800.00		3,614.98	2,114.67
610	TRAVEL	5,000.00	2,500.00		.00	323.00
615	ADVERTISING	3,000.00	3,000.00		1,071.00	812.13
620	PRINTING & BINDING	.00	.00		.00	715.04
625	INSURANCE	1,700.00	1,700.00		833.00	1,126.94
630	UTILITIES	2,400.00	2,400.00		1,223.63	1,629.93
640	RENTALS	24,000.00	24,000.00		20,250.00	24,000.00
690	DISBURSEMENTS-MISC	4,000.00	4,000.00		756.89	2,537.27
	<i>Other Services and Charges Totals</i>	\$45,000.00	\$39,400.00	+++	\$27,749.50	\$33,258.98

Account	Account Description	2025 Level 1	2024 Amended Budget	Calculated Column 1	2024 Actual Amount	2023 Actual Amount
Fund	<b>001 - General Fund</b>					
	<b>EXPENSE</b>					
	Department <b>302 - STRONGER TOGETHER OXFORD</b>					
	Capital Outlay					
730	MACHINERY & EQUIP	2,500.00	2,500.00		638.79	.00
	<i>Capital Outlay Totals</i>	\$2,500.00	\$2,500.00	+++	\$638.79	\$0.00
	Department <b>302 - STRONGER TOGETHER OXFORD</b>	\$212,462.00	\$153,127.00	+++	\$117,081.62	\$223,251.44
	Totals					
	<b>EXPENSE TOTALS</b>	\$212,462.00	\$153,127.00	+++	\$117,081.62	\$223,251.44
Fund	<b>001 - General Fund</b> Totals					
	<b>EXPENSE TOTALS</b>	\$212,462.00	\$153,127.00	+++	\$117,081.62	\$223,251.44
Fund	<b>001 - General Fund</b> Totals	(\$212,462.00)	(\$153,127.00)	+++	(\$117,081.62)	(\$223,251.44)
	Net Grand Totals					
	<b>REVENUE GRAND TOTALS</b>	\$0.00	\$0.00	+++	\$0.00	\$0.00
	<b>EXPENSE GRAND TOTALS</b>	\$212,462.00	\$153,127.00	+++	\$117,081.62	\$223,251.44
	Net Grand Totals	(\$212,462.00)	(\$153,127.00)	+++	(\$117,081.62)	(\$223,251.44)

Account	Account Description	2025 Level 1	2024 Amended Budget	% Change Prior Yr	2024 Actual Amount	2023 Actual Amount
Fund	<b>001 - General Fund</b>					
	<b>EXPENSE</b>					
	Department <b>305 - MTRADE PARK</b>					
	<i>Personal Services</i>					
410	SALARIES ADM	88,400.00	88,400.00	.00	68,000.00	84,999.98
420	SALARIES NON ADM	485,169.00	481,168.00	.83	369,942.72	391,075.47
440	SALARIES HOURLY	120,000.00	120,000.00	.00	122,317.89	131,454.08
450	OVERTIME	17,500.00	17,500.00	.00	15,441.66	11,213.13
460	RETIREMENT	105,801.00	131,868.00	(19.76)	78,910.90	84,479.83
470	FICA	54,397.00	54,091.00	.56	40,731.04	43,392.71
480	HEALTH & LIFE INS.	68,200.00	58,500.00	16.58	24,103.24	56,090.17
	<i>Personal Services Totals</i>	<b>\$939,467.00</b>	<b>\$951,527.00</b>	<b>(1.27%)</b>	<b>\$719,447.45</b>	<b>\$802,705.37</b>
	<i>Supplies</i>					
500	OFFICE SUPPLIES	8,500.00	8,500.00	.00	4,776.79	11,010.36
525	FUEL OIL LUBRICANTS	15,000.00	15,000.00	.00	10,651.52	12,440.41
535	CLOTHING	3,900.00	3,900.00	.00	2,668.89	2,881.92
540	CLEANING & SANT. SUPP	35,000.00	35,000.00	.00	35,679.10	36,557.36
550	CONCESSIONS	425,000.00	425,000.00	.00	463,260.49	503,532.99
551	COST OF GOODS SOLD	20,000.00	20,000.00	.00	5,412.27	20,707.46
555	OPERATING SUPPLIES	20,000.00	20,000.00	.00	8,394.02	2,808.57
575	OTHER MAINT REPAIR	285,000.00	285,000.00	.00	232,799.22	288,989.79
585	DUES REG FEES SUBSCRIPTIONS	.00	.00	.00	.00	1,234.97
	<i>Supplies Totals</i>	<b>\$812,400.00</b>	<b>\$812,400.00</b>	<b>0.00%</b>	<b>\$763,642.30</b>	<b>\$880,163.83</b>
	<i>Other Services and Charges</i>					
600	PROFESSIONAL SERVICES	85,500.00	85,500.00	.00	76,430.26	102,899.92
602	TOURNAMENT EXPENSES	147,000.00	147,000.00	.00	25,294.37	64,178.79
605	COMMUNICATIONS	.00	.00	.00	.00	227.38
610	TRAVEL	4,000.00	4,000.00	.00	.00	3,320.08
615	ADVERTISING	7,500.00	7,500.00	.00	5,670.00	7,093.58
620	PRINTING & BINDING	9,500.00	9,500.00	.00	16,838.59	18,136.00
630	UTILITIES	120,000.00	120,000.00	.00	107,501.82	141,986.54
686	SALES TAX PAYMENTS	35,000.00	35,000.00	.00	.00	1,224.05
687	BANK SERVICE CHARGES	3,500.00	3,500.00	.00	.00	.00
	<i>Other Services and Charges Totals</i>	<b>\$412,000.00</b>	<b>\$412,000.00</b>	<b>0.00%</b>	<b>\$231,735.04</b>	<b>\$339,066.34</b>

Account	Account Description	2025 Level 1	2024 Amended Budget	% Change Prior Yr	2024 Actual Amount	2023 Actual Amount
Fund	<b>001 - General Fund</b>					
	<b>EXPENSE</b>					
	Department <b>305 - MTRADE PARK</b>					
	Capital Outlay					
720	CAPITAL OUTLAY	13,000.00	220,000.00	(94.09)	222,513.39	1,323,253.00
	Comments					
	Level	Comment				
	Level 1	Entrance gates-\$13,000.00				
730	MACHINERY & EQUIP	112,604.00	13,000.00	766.18	32,891.18	45,599.62
740	VEHICLES	.00	50,000.00	(100.00)	45,255.00	.00
	<i>Capital Outlay Totals</i>	<u>\$125,604.00</u>	<u>\$283,000.00</u>	<u>(55.62%)</u>	<u>\$300,659.57</u>	<u>\$1,368,852.62</u>
	Department <b>305 - MTRADE PARK Totals</b>	<u>\$2,289,471.00</u>	<u>\$2,458,927.00</u>	<u>(6.89%)</u>	<u>\$2,015,484.36</u>	<u>\$3,390,788.16</u>
	<b>EXPENSE TOTALS</b>	<u>\$2,289,471.00</u>	<u>\$2,458,927.00</u>	<u>(6.89%)</u>	<u>\$2,015,484.36</u>	<u>\$3,390,788.16</u>
	Fund <b>001 - General Fund Totals</b>					
	<b>EXPENSE TOTALS</b>	<u>\$2,289,471.00</u>	<u>\$2,458,927.00</u>	<u>(6.89%)</u>	<u>\$2,015,484.36</u>	<u>\$3,390,788.16</u>
	Fund <b>001 - General Fund Totals</b>	<u>(\$2,289,471.00)</u>	<u>(\$2,458,927.00)</u>	<u>(6.89%)</u>	<u>(\$2,015,484.36)</u>	<u>(\$3,390,788.16)</u>
	Net Grand Totals					
	<b>REVENUE GRAND TOTALS</b>	\$0.00	\$0.00	+++	\$0.00	\$0.00
	<b>EXPENSE GRAND TOTALS</b>	<u>\$2,289,471.00</u>	<u>\$2,458,927.00</u>	<u>(6.89%)</u>	<u>\$2,015,484.36</u>	<u>\$3,390,788.16</u>
	Net Grand Totals	<u>(\$2,289,471.00)</u>	<u>(\$2,458,927.00)</u>	<u>(6.89%)</u>	<u>(\$2,015,484.36)</u>	<u>(\$3,390,788.16)</u>



Account	Account Description	2025 Level 1	2024 Amended Budget	Calculated Column 1	2024 Actual Amount	2023 Actual Amount
Fund	<b>725 - Holly Jolly Holidays</b>					
	<b>REVENUE</b>					
	Department <b>000 - REVENUE</b>					
	<i>Miscellaneous</i>					
321	MERCHANDISE SALES	10,000.00	.00		.00	.00
322	TICKET SALES	440,000.00	.00		.00	.00
340	MISCELLANEOUS	5,000.00	.00		.00	.00
344	MTRADE PARK SPONSORSHIPS	20,000.00	.00		.00	.00
345	MTRADE PARK CONCESSIONS	150,000.00	.00		.00	.00
	<i>Miscellaneous Totals</i>	<u>\$625,000.00</u>	<u>\$0.00</u>	<u>+++</u>	<u>\$0.00</u>	<u>\$0.00</u>
	<i>Interfund Transfers</i>					
909	TRANSFERS IN	100,000.00	.00		.00	.00
	<i>Interfund Transfers Totals</i>	<u>\$100,000.00</u>	<u>\$0.00</u>	<u>+++</u>	<u>\$0.00</u>	<u>\$0.00</u>
	Department <b>000 - REVENUE Totals</b>	<u>\$725,000.00</u>	<u>\$0.00</u>	<u>+++</u>	<u>\$0.00</u>	<u>\$0.00</u>
	<b>REVENUE TOTALS</b>	<u>\$725,000.00</u>	<u>\$0.00</u>	<u>+++</u>	<u>\$0.00</u>	<u>\$0.00</u>

Account	Account Description	2025 Level 1	2024 Amended Budget	Calculated Column 1	2024 Actual Amount	2023 Actual Amount
Fund 725 - Holly Jolly Holidays						
<b>EXPENSE</b>						
Department 305 - MTRADE PARK						
<i>Personal Services</i>						
440	SALARIES HOURLY	40,000.00	.00		.00	.00
460	RETIREMENT	1,000.00	.00		.00	.00
470	FICA	3,060.00	.00		.00	.00
	<i>Personal Services Totals</i>	\$44,060.00	\$0.00	+++	\$0.00	\$0.00
<i>Supplies</i>						
535	CLOTHING	2,000.00	.00		.00	.00
550	CONCESSIONS	60,000.00	.00		.00	.00
551	COST OF GOODS SOLD	6,000.00	.00		2,949.60	.00
555	OPERATING SUPPLIES	10,000.00	.00		.00	.00
575	OTHER MAINT REPAIR	5,000.00	.00		6,254.42	.00
	<i>Supplies Totals</i>	\$83,000.00	\$0.00	+++	\$9,204.02	\$0.00
<i>Other Services and Charges</i>						
600	PROFESSIONAL SERVICES	5,000.00	.00		.00	.00
615	ADVERTISING	2,000.00	.00		.00	.00
630	UTILITIES	5,000.00	.00		.00	.00
640	RENTALS	85,000.00	.00		.00	.00
686	SALES TAX PAYMENTS	40,000.00	.00		.00	.00
	<i>Other Services and Charges Totals</i>	\$137,000.00	\$0.00	+++	\$0.00	\$0.00
<i>Capital Outlay</i>						
730	MACHINERY & EQUIP	350,000.00	.00		.00	.00
	<i>Capital Outlay Totals</i>	\$350,000.00	\$0.00	+++	\$0.00	\$0.00
Department 305 - MTRADE PARK Totals		\$614,060.00	\$0.00	+++	\$9,204.02	\$0.00
<b>EXPENSE TOTALS</b>		\$614,060.00	\$0.00	+++	\$9,204.02	\$0.00
Fund 725 - Holly Jolly Holidays Totals						
<b>REVENUE TOTALS</b>		\$725,000.00	\$0.00	+++	\$0.00	\$0.00
<b>EXPENSE TOTALS</b>		\$614,060.00	\$0.00	+++	\$9,204.02	\$0.00
Fund 725 - Holly Jolly Holidays Totals		\$110,940.00	\$0.00	+++	(\$9,204.02)	\$0.00
Net Grand Totals						
<b>REVENUE GRAND TOTALS</b>		\$725,000.00	\$0.00	+++	\$0.00	\$0.00
<b>EXPENSE GRAND TOTALS</b>		\$614,060.00	\$0.00	+++	\$9,204.02	\$0.00
Net Grand Totals		\$110,940.00	\$0.00	+++	(\$9,204.02)	\$0.00

VISIT OXFORD										
Account								FY24	FY24 YTD	FY25
Account Description								Budget		Proposed Budget
REVENUE										
11000	HOTEL/MOTEL TAX REVENUE							\$650,000.00	\$439,527.02	\$768,000.00
11020	2% FOOD & BEVERAGE TAX (~13% of overall)							\$561,500.00	\$280,749.98	\$607,000.00
11030	TOURISM SALES							\$5,000.00	\$574.61	\$5,000.00
11083	HJH Income							\$110,000.00	\$127,649.50	
	MISCELLANEOUS INCOME							\$0.00		
	TOURISM RELIEF FUNDS							\$0.00		
11084	GRANTS							\$25,000.00		
11010	INTEREST REVENUE							\$0.00	\$0.00	\$0.00
REVENUE TOTALS								<b>\$1,351,500.00</b>	<b>\$848,501.11</b>	<b>\$1,380,000.00</b>
EXPENSE										
<i>Personal Services</i>										
11100	SALARIES							\$300,000.00	\$182,579.87	\$350,000.00
	RETIREMENT- PERS							\$67,200.00	\$30,396.47	\$63,000.00
	PAYROLL TAXES							\$30,000.00	\$14,482.64	\$35,000.00
	HEALTH & LIFE INS.							\$35,000.00	\$16,912.97	\$35,000.00
<i>Personal Services Totals</i>								<b>\$432,200.00</b>	<b>\$244,371.95</b>	<b>\$483,000.00</b>
<i>Supplies</i>										
	OFFICE SUPPLIES							\$30,000.00	\$26,974.27	\$33,000.00
	MOTOR VEHICLE MAINTENANCE							\$2,000.00	\$793.86	\$2,000.00
	FACILITY MAINTENANCE							\$3,500.00	\$1,463.45	\$4,000.00
11170	DUES & PUBLICATIONS							\$35,000.00	\$26,138.00	\$35,000.00
<i>Supplies Totals</i>								<b>\$70,500.00</b>	<b>\$55,369.58</b>	<b>\$74,000.00</b>
<i>Other Services and Charges</i>										
11130	PROFESSIONAL SERVICES							\$107,000.00	\$22,263.12	\$107,000.00
	TELECOMMUNICATIONS							\$7,000.00	\$5,388.58	\$8,000.00
	TRAINING/ TRAVEL							\$80,000.00	\$29,804.39	\$90,000.00
11230	ADVERTISING/ PUBLIC RELATIONS							\$300,000.00	\$237,448.76	\$320,000.00
	BUSINESS INSURANCE							\$9,000.00	\$5,338.55	\$12,000.00
11310	UTILITIES							\$10,000.00	\$9,067.04	\$10,000.00
	RENT							\$56,000.00	\$39,663.74	\$60,000.00
11220	PROMOTIONS							\$160,000.00	\$96,295.94	\$199,000.00
	SALES TAX EXPENSE							\$7,000.00	\$8,303.23	\$7,000.00
<i>Other Services and Charges Totals</i>								<b>\$736,000.00</b>	<b>\$453,573.35</b>	<b>\$813,000.00</b>
<i>Holly Jolly Holidays</i>										
	HJH-Equipment-11282							\$110,000.00	\$109,608.52	
	HJH-Misc-11280							\$7,200.00	\$4,677.18	
	HJH-Programing							\$8,721.00	\$8,521.35	
	HJH-Staffing							\$19,200.00	\$949.98	
<i>Holly Jolly Holiday Totals</i>								<b>\$145,121.00</b>	<b>\$123,757.03</b>	
<i>Capital Outlay</i>										
	CAPITAL IMPROVEMENTS							\$90,000.00	\$64,083.00	\$10,000.00
<i>Capital Outlay Totals</i>										
EXPENSE TOTALS								<b>\$1,473,821.00</b>	<b>\$817,397.88</b>	<b>\$1,380,000.00</b>
BEGINNING CASH IN BANK								\$122,321.00	\$128,953.31	\$0.00
REVENUE TOTALS								\$1,351,500.00	\$848,501.11	\$1,380,000.00
EXPENSE TOTALS								\$1,473,821.00	\$817,397.88	\$1,380,000.00
VISIT OXFORD Totals								<b>\$0.00</b>	<b>\$160,056.54</b>	<b>\$0.00</b>

<b>Double Decker Arts Festival</b>	<b>\$190,000.00</b>	<b>\$200,000.00</b>
------------------------------------	---------------------	---------------------

Account	Account Description	2025 Level 1	2024 Amended Budget	% Change Prior Yr	2024 Actual Amount	2023 Actual Amount						
Fund <b>001 - General Fund</b>												
<b>EXPENSE</b>												
Department <b>300 - PARKS &amp; RECREATION</b>												
<i>Personal Services</i>												
410	SALARIES ADM	85,651.00	85,651.00	.00	65,885.20	82,356.56						
420	SALARIES NON ADM	652,029.00	652,029.00	.00	494,336.33	626,860.98						
440	SALARIES HOURLY	240,000.00	220,000.00	9.09	162,186.41	230,162.33						
450	OVERTIME	5,000.00	5,000.00	.00	5,089.40	5,243.83						
460	RETIREMENT	133,244.00	138,812.00	(4.01)	99,097.39	124,849.66						
470	FICA	75,305.00	73,769.00	2.08	53,044.48	69,763.56						
480	HEALTH & LIFE INS.	104,000.00	104,000.00	.00	33,740.68	93,475.92						
495	LONGEVITY PAY PLAN	1,700.00	1,621.00	4.87	1,685.06	1,620.25						
<i>Personal Services Totals</i>		<b>\$1,296,929.00</b>	<b>\$1,280,882.00</b>	<b>1.25%</b>	<b>\$915,064.95</b>	<b>\$1,234,333.09</b>						
<i>Supplies</i>												
500	OFFICE SUPPLIES	7,000.00	7,000.00	.00	3,296.51	4,317.11						
525	FUEL OIL LUBRICANTS	7,000.00	7,000.00	.00	4,360.73	5,662.77						
535	CLOTHING	6,500.00	6,500.00	.00	2,085.22	4,068.75						
540	CLEANING & SANT. SUPP	25,000.00	25,000.00	.00	17,142.13	20,262.73						
545	HOUSEHOLD & INST SUPP	100.00	100.00	.00	1,954.78	.00						
550	CONCESSIONS	.00	.00	.00	.00	490.50						
555	OPERATING SUPPLIES	1,000.00	1,000.00	.00	2,765.90	10,970.57						
575	OTHER MAINT REPAIR	75,000.00	50,000.00	50.00	53,285.84	83,306.05						
585	DUES REG FEES SUBSCRIPTIONS	8,000.00	2,500.00	220.00	6,609.13	7,815.65						
<i>Supplies Totals</i>		<b>\$129,600.00</b>	<b>\$99,100.00</b>	<b>30.78%</b>	<b>\$91,500.24</b>	<b>\$136,894.13</b>						
<i>Other Services and Charges</i>												
600	PROFESSIONAL SERVICES	70,000.00	35,000.00	100.00	49,118.12	65,393.87						
605	COMMUNICATIONS	10,000.00	10,000.00	.00	8,378.16	8,373.68						
610	TRAVEL	12,000.00	12,000.00	.00	3,573.51	8,474.95						
615	ADVERTISING	10,400.00	8,000.00	30.00	7,066.25	3,962.38						
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">Comments</th> </tr> <tr> <th>Level</th> <th>Comment</th> </tr> </thead> <tbody> <tr> <td>Level 1</td> <td>Per Seth's request, added \$2,400 to account for monthly reimbursement to JD Davis, who is going to pay for the Facebook ads personally. JFT 6/21/24</td> </tr> </tbody> </table>							Comments		Level	Comment	Level 1	Per Seth's request, added \$2,400 to account for monthly reimbursement to JD Davis, who is going to pay for the Facebook ads personally. JFT 6/21/24
Comments												
Level	Comment											
Level 1	Per Seth's request, added \$2,400 to account for monthly reimbursement to JD Davis, who is going to pay for the Facebook ads personally. JFT 6/21/24											
620	PRINTING & BINDING	3,000.00	3,000.00	.00	1,900.00	3,366.81						
625	INSURANCE	3,000.00	3,000.00	.00	.00	2,174.00						
630	UTILITIES	220,000.00	220,000.00	.00	145,306.56	207,558.25						
640	RENTALS	2,000.00	1,000.00	100.00	856.88	438.75						
645	SUPPORT AND CONTRIBUTIONS	15,000.00	12,500.00	20.00	.00	.00						
690	DISBURSEMENTS-MISC	1,000.00	1,000.00	.00	19.87	1,307.00						
<i>Other Services and Charges Totals</i>		<b>\$346,400.00</b>	<b>\$305,500.00</b>	<b>13.39%</b>	<b>\$216,219.35</b>	<b>\$301,049.69</b>						

Account	Account Description	2025 Level 1	2024 Amended Budget	% Change Prior Yr	2024 Actual Amount	2023 Actual Amount
Fund	<b>001 - General Fund</b>					
	<b>EXPENSE</b>					
	Department <b>300 - PARKS &amp; RECREATION</b>					
	<i>Capital Outlay</i>					
720	CAPITAL OUTLAY	.00	110,000.00	(100.00)	33,442.00	4,625.00
730	MACHINERY & EQUIP	17,500.00	.00	.00	3,231.08	30,176.93
	<i>Capital Outlay Totals</i>	<b>\$17,500.00</b>	<b>\$110,000.00</b>	<b>(84.09%)</b>	<b>\$36,673.08</b>	<b>\$34,801.93</b>
	<i>Transfers and Other Charges</i>					
910	TRANSFERS OUT	.00	.00	.00	.00	1,000,000.00
	<i>Transfers and Other Charges Totals</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>+++</b>	<b>\$0.00</b>	<b>\$1,000,000.00</b>
	Department <b>300 - PARKS &amp; RECREATION Totals</b>	<b>\$1,790,429.00</b>	<b>\$1,795,482.00</b>	<b>(0.28%)</b>	<b>\$1,259,457.62</b>	<b>\$2,707,078.84</b>



Account	Account Description	2025 Level 1	2024 Amended Budget	% Change Prior Yr	2024 Actual Amount	2023 Actual Amount
Fund	<b>001 - General Fund</b>					
	<b>EXPENSE</b>					
	Department <b>301 - PARKS &amp; RECREATION POOL</b>					
	<i>Personal Services</i>					
440	SALARIES HOURLY	60,000.00	50,000.00	20.00	.00	56,597.00
470	FICA	4,590.00	3,825.00	20.00	.00	4,329.65
	<i>Personal Services Totals</i>	<b>\$64,590.00</b>	<b>\$53,825.00</b>	<b>20.00%</b>	<b>\$0.00</b>	<b>\$60,926.65</b>
	<i>Supplies</i>					
535	CLOTHING	1,200.00	1,200.00	.00	.00	16.50
550	CONCESSIONS	8,000.00	.00	.00	.00	6,948.19
555	OPERATING SUPPLIES	50,000.00	50,000.00	.00	14,110.55	21,616.60
575	OTHER MAINT REPAIR	20,000.00	20,000.00	.00	1,196.68	13,851.05
	<i>Supplies Totals</i>	<b>\$79,200.00</b>	<b>\$71,200.00</b>	<b>11.24%</b>	<b>\$15,307.23</b>	<b>\$42,432.34</b>
	<i>Other Services and Charges</i>					
610	TRAVEL	2,500.00	2,500.00	.00	.00	2,197.42
630	UTILITIES	22,000.00	22,000.00	.00	4,822.56	14,505.47
690	DISBURSEMENTS-MISC	.00	.00	.00	125.00	9.20
	<i>Other Services and Charges Totals</i>	<b>\$24,500.00</b>	<b>\$24,500.00</b>	<b>0.00%</b>	<b>\$4,947.56</b>	<b>\$16,712.09</b>
	<i>Capital Outlay</i>					
730	MACHINERY & EQUIP	144,000.00	.00	.00	5,854.54	4,077.28
	<i>Capital Outlay Totals</i>	<b>\$144,000.00</b>	<b>\$0.00</b>	<b>+++</b>	<b>\$5,854.54</b>	<b>\$4,077.28</b>
	Department <b>301 - PARKS &amp; RECREATION POOL Totals</b>	<b>\$312,290.00</b>	<b>\$149,525.00</b>	<b>108.85%</b>	<b>\$26,109.33</b>	<b>\$124,148.36</b>
	<b>EXPENSE TOTALS</b>	<b>\$2,102,719.00</b>	<b>\$1,945,007.00</b>	<b>8.11%</b>	<b>\$1,285,566.95</b>	<b>\$2,831,227.20</b>
	Fund <b>001 - General Fund Totals</b>					
	<b>EXPENSE TOTALS</b>	<b>\$2,102,719.00</b>	<b>\$1,945,007.00</b>	<b>8.11%</b>	<b>\$1,285,566.95</b>	<b>\$2,831,227.20</b>
	Fund <b>001 - General Fund Totals</b>	<b>(\$2,102,719.00)</b>	<b>(\$1,945,007.00)</b>	<b>8.11%</b>	<b>(\$1,285,566.95)</b>	<b>(\$2,831,227.20)</b>
	Net Grand Totals					
	<b>REVENUE GRAND TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>+++</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<b>EXPENSE GRAND TOTALS</b>	<b>\$2,102,719.00</b>	<b>\$1,945,007.00</b>	<b>8.11%</b>	<b>\$1,285,566.95</b>	<b>\$2,831,227.20</b>
	Net Grand Totals	<b>(\$2,102,719.00)</b>	<b>(\$1,945,007.00)</b>	<b>8.11%</b>	<b>(\$1,285,566.95)</b>	<b>(\$2,831,227.20)</b>

Account	Account Description	2025 Level 1	2024 Amended Budget	% Change Prior Yr	2024 Actual Amount	2023 Actual Amount
Fund	<b>001 - General Fund</b>					
	<b>EXPENSE</b>					
	Department <b>500 - CITY GARAGE</b>					
	<i>Personal Services</i>					
410	SALARIES ADM	88,400.00	88,400.00	.00	68,000.00	84,999.98
420	SALARIES NON ADM	354,545.00	354,545.00	.00	274,716.20	373,920.86
440	SALARIES HOURLY	6,000.00	6,000.00	.00	141.20	2,718.10
450	OVERTIME	4,000.00	4,000.00	.00	3,944.39	3,902.22
460	RETIREMENT	80,366.00	83,719.00	(4.00)	60,696.45	81,597.42
470	FICA	34,805.00	34,799.00	.01	26,205.83	35,300.93
480	HEALTH & LIFE INS.	49,600.00	58,500.00	(15.21)	15,822.26	49,804.58
495	LONGEVITY PAY PLAN	2,028.00	1,950.00	4.00	2,028.00	3,408.27
	<i>Personal Services Totals</i>	<b>\$619,744.00</b>	<b>\$631,913.00</b>	<b>(1.93%)</b>	<b>\$451,554.33</b>	<b>\$635,652.36</b>
	<i>Supplies</i>					
500	OFFICE SUPPLIES	1,500.00	2,000.00	(25.00)	910.34	4,200.07
525	FUEL OIL LUBRICANTS	40,000.00	40,000.00	.00	29,473.95	31,518.90
535	CLOTHING	6,000.00	5,000.00	20.00	5,308.57	11,773.31
555	OPERATING SUPPLIES	15,000.00	25,000.00	(40.00)	13,126.02	35,798.69
565	SHOP TOOL REIMBURSEMENT	3,500.00	4,000.00	(12.50)	2,120.21	.00
570	MOTOR VEHICLE MAINT	750,000.00	750,000.00	.00	393,110.82	696,696.59
575	OTHER MAINT REPAIR	30,000.00	30,000.00	.00	22,641.47	19,741.60
585	DUES REG FEES SUBSCRIPTIONS	17,000.00	17,000.00	.00	13,825.18	14,965.35
	<i>Supplies Totals</i>	<b>\$863,000.00</b>	<b>\$873,000.00</b>	<b>(1.15%)</b>	<b>\$480,516.56</b>	<b>\$814,694.51</b>
	<i>Other Services and Charges</i>					
605	COMMUNICATIONS	1,500.00	1,500.00	.00	969.00	1,246.04
610	TRAVEL	3,000.00	2,000.00	50.00	3,014.33	314.94
630	UTILITIES	25,000.00	25,000.00	.00	18,192.40	25,220.31
640	RENTALS	5,000.00	3,000.00	66.66	5,044.63	4,605.83
	<i>Other Services and Charges Totals</i>	<b>\$34,500.00</b>	<b>\$31,500.00</b>	<b>9.52%</b>	<b>\$27,220.36</b>	<b>\$31,387.12</b>

Account	Account Description	2025 Level 1	2024 Amended Budget	% Change Prior Yr	2024 Actual Amount	2023 Actual Amount
Fund	<b>001 - General Fund</b>					
	<b>EXPENSE</b>					
	Department <b>500 - CITY GARAGE</b>					
	Capital Outlay					
720	CAPITAL OUTLAY	30,000.00	45,000.00	(33.33)	40,590.00	27,529.00
730	MACHINERY & EQUIP	18,000.00	10,000.00	80.00	4,822.55	65,850.21
740	VEHICLES	.00	.00	.00	.00	97,308.56
	<i>Capital Outlay Totals</i>	<u>\$48,000.00</u>	<u>\$55,000.00</u>	<u>(12.73%)</u>	<u>\$45,412.55</u>	<u>\$190,687.77</u>
Department	<b>500 - CITY GARAGE Totals</b>	<u>\$1,565,244.00</u>	<u>\$1,591,413.00</u>	<u>(1.64%)</u>	<u>\$1,004,703.80</u>	<u>\$1,672,421.76</u>
	<b>EXPENSE TOTALS</b>	<u>\$1,565,244.00</u>	<u>\$1,591,413.00</u>	<u>(1.64%)</u>	<u>\$1,004,703.80</u>	<u>\$1,672,421.76</u>
Fund	<b>001 - General Fund Totals</b>					
	<b>EXPENSE TOTALS</b>	<u>\$1,565,244.00</u>	<u>\$1,591,413.00</u>	<u>(1.64%)</u>	<u>\$1,004,703.80</u>	<u>\$1,672,421.76</u>
Fund	<b>001 - General Fund Totals</b>	<u>(\$1,565,244.00)</u>	<u>(\$1,591,413.00)</u>	<u>(1.64%)</u>	<u>(\$1,004,703.80)</u>	<u>(\$1,672,421.76)</u>
	Net Grand Totals					
	<b>REVENUE GRAND TOTALS</b>	\$0.00	\$0.00	+++	\$0.00	\$0.00
	<b>EXPENSE GRAND TOTALS</b>	<u>\$1,565,244.00</u>	<u>\$1,591,413.00</u>	<u>(1.64%)</u>	<u>\$1,004,703.80</u>	<u>\$1,672,421.76</u>
	Net Grand Totals	<u>(\$1,565,244.00)</u>	<u>(\$1,591,413.00)</u>	<u>(1.64%)</u>	<u>(\$1,004,703.80)</u>	<u>(\$1,672,421.76)</u>



THE CITY OF  
OXFORD

BUDGET FY 24/25  
CAPITAL - PROJECT REQUEST FORM

Please use a new form for each different project.

Department Name: City Shop

Project Requested: Sm. A/c unit @ small  
engine shop

Estimated Cost: \$ 10,575.00

Additional Information About This Request: \_\_\_\_\_

This unit would only be A/c a no  
heat. This building is mainly utilized  
during the spring/summer.

Priority Number: 1

(If turning in multiple project requests, please rank them with 1 being most important.)

Account Code: 500-720

**ISC Holdings**

**Estimate**

Comer Heating and Air  
 15B CR-1014  
 Oxford MS 38655  
 (662) 801-1777,  
 Hbradley@ischoldings.net

<b>ESTIMATE #</b>	1044526563
<b>DATE</b>	
<b>PO #</b>	2.5 Ton Lennox Package Unit / Ductwork

<b>CUSTOMER</b>
City Of Oxford City Oxford 717 Molly Barr Road Oxford, MS, 38655

<b>SERVICE LOCATION</b>
City Of Oxford  717 Molly Barr Road Oxford, MS, 38655

<b>DESCRIPTION</b>	
	2.5 Ton Lennox Package Unit with Ductwork added  ***This does not include electrical  -Install New Unit(s) -Install New Thermostat -Test Heat/Air Cycle -Check All Pressures/Amps -Clean Job Site  Provided estimate includes total cost of labor, materials, and tax.  WARRANTY 5 YEAR PARTS 1 YEAR LABOR  **Estimate is valid for 30 days upon date provided

<b>Estimate</b>				
<b>Description</b>	<b>Qty</b>	<b>Rate</b>	<b>Tax</b>	<b>Total</b>
<b>2.5 Ton Lennox &amp; Ductwork</b> Labor/Supplies/Equipment	1.00	\$10,575.00	\$0.00	\$10,575.00

**Estimate Total: \$10,575.00**

<b>CUSTOMER MESSAGE</b>
Thank You For Trusting Us With Your HVAC Needs! All estimates are valid for 30 days upon receiving.





THE CITY OF  
OXFORD

BUDGET FY 24/25  
CAPITAL - EQUIPMENT REQUEST FORM

Please use a new form for each different type of equipment.

Department Name: City Shop

Type of Equipment Requested: 20 Ton Jack

Quantity Requested: 1

Estimated Cost (for one unit): \$ 4,001.63

If more than one unit is requested, Total Estimated Cost: \$ \_\_\_\_\_

Is this equipment being purchased to replace a piece of equipment we currently own?

Yes

No

Additional Information About This Request: \_\_\_\_\_

Replace the current jack that is  
20+ years old and patched together.  
Heavier jack needed to lift  
garbage and rubbish trucks

Priority Number: 1

(If turning in multiple equipment requests, please rank them with 1 being most important.)

Account Code: 500-730



**Certified Uptime Center**

**Locations:**



Memphis, TN    Tupelo, MS    Meridian, MS    North Little Rock, AR    Jackson, TN  
800-737-8789    800-737-3795    800-737-5237    800-737-5457    800-737-5547

[www.tristatetruck.com](http://www.tristatetruck.com)

Jackson, MS    Jonesboro, AR    Springfield, MO    Joplin, MO  
800-876-2348    800-830-6475    800-658-0442    800-722-8789

**PARTS QUOTE**

Quote: 113830  
Date / Time: 6/28/2024 8:35:58AM  
Customer: 16792  
Branch: Tupelo  
Quote Total: \$4,001.63

**Bill To:** CITY OF OXFORD  
717 MOLLY BARR RD  
OXFORD, MS 38655

**Ship To:** CITY OF OXFORD  
717 MOLLY BARR RD  
OXFORD, MS 38655  
Office Phone: (662) 236-1310  
Email: [BILLS@OXFORDMS.NET](mailto:BILLS@OXFORDMS.NET)

Office: (662) 236-1310    Shop: (662) 236-1310    Email: [BILLS@OXFORDMS.NET](mailto:BILLS@OXFORDMS.NET)

Customer P/O: michelle    Inside Sism: relrod    Delivery Method: WILL CALL

Part / Misc	Description / Ref Number	U/M	Quantity	Price	Extended Price
INT3225	20 TON JACK	EA	1	4,001.63	4,001.63

*Quote*

Customer Tax ID: CITY GOVT

<b>Quote Subtotal:</b>	<b>\$4,001.63</b>
<b>Total Tax:</b>	<b>\$0.00</b>
<b>Quote Total:</b>	<b>\$4,001.63</b>

Remit To:  
Tri State Truck Center - Tupelo  
PO Box 5858  
Jackson, MS 39288-5858

POLICIES: No warranty is expressed or implied, except that offered by the manufacturer. Parts are sold based on vehicle or part information provided by the customer. No guarantee of fit for a particular purpose or merchantability is implied. No returns of any parts after 10 days. No return on electrical parts, painted parts, open kits or special order parts are allowed. All parts accepted for return are subject to a minimum of a 15% restocking charge and return freight to the supplier. No core returns are accepted after 60 days. A copy of this invoice is required for any return or warranty. Emergency handling fees apply for all inbound emergency and VOR (Vehicle off Road) parts. Parts quotes expire on last day of the month issued. All credits on account will be removed after 365 days on account. A 3.5% transaction fee will be assessed on all credit card transactions.

I understand the polices above and agree to terms of NET 10th pox for open accounts.

Signature: \_\_\_\_\_



THE CITY OF  
OXFORD

BUDGET FY 24/25  
CAPITAL - EQUIPMENT REQUEST FORM

Please use a new form for each different type of equipment.

Department Name: City Shop

Type of Equipment Requested: 1 ton Electric chain Hoist

Quantity Requested: 1

Estimated Cost (for one unit): \$ 3,254.18

If more than one unit is requested, Total Estimated Cost: \$ \_\_\_\_\_

Is this equipment being purchased to replace a piece of equipment we currently own?

Yes

No

Additional Information About This Request: \_\_\_\_\_

Have had current one 22+ years  
and needs to be replaced for safety  
reasons.

Priority Number: 2

(If turning in multiple equipment requests, please rank them with 1 being most important.)

Account Code: 500-730



ABILENE, TX	ALBUQUERQUE, NM	BRYAN, TX	CALVERT CITY, KY
EL DORADO, AR	FARMINGTON, MO	FARMINGTON, NM	JACKSON, MO
JACKSON, TN	JONESBORO, AR	MEMPHIS, TN	PADUCAH, KY
POPLAR BLUFF, MO	SAN ANGELO, TX	SHREVEPORT, LA	SKEETON, MO
SPRINGFIELD, MO	TEMPLE, TX	TEXARKANA, TX	TYLER, TX
TUPELO, MS	WACO, TX	WICHITA FALLS, TX	

**ESTIMATE**

**Q680025455**

**TAG Truck Center of Tupelo**  
 4600 MCCULLOUGH BLVD , TUPELO, MS 38804  
 (662) 844-3262 Fax: (662) 680-4902

Bill-To Customer: 122460

Ship-To Customer: 122460

**CITY OF OXFORD SHOP**  
 717 MOLLY BARR RD  
 OXFORD, MS 38655-2158

**CITY OF OXFORD SHOP**  
 717 MOLLY BARR RD  
 OXFORD, MS 38655-2158

(662) 232-2358

PO#	Ship Via	Date Shipped	F.O.B.	Writer	Terms	Unit ID
	WILL CALL	07/17/2024		Blake	IBS	

Bln	Bln2	Ship	B/O	Item	Description	List Price	Unit Price	Extended
VB		1	0	680X/MLW 9567	1 Ton Electric Chain Hoist	10,413.36	3,254.18	3,254.18

# ESTIMATE ONLY - Expires 8/16/2024

Visit our new location at 4600 McCullough Blvd  
 "LIKE" us on Facebook - TAG Truck Center

**TERMS AND CONDITIONS OF SALE AND DISCLAIMER OF WARRANTIES**

- Disclaimer for Labor. Seller disclaims all warranties, either express or implied, for labor performed in the repair of Owner's vehicle; however, notwithstanding the foregoing, Seller shall warranty its labor for a period of ninety (90) days next following the date of such repair.
- Disclaimer for Parts. Any warranties on the product sold hereby are those made by the manufacturer. Seller disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the parts. We hereby certify that all parts were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the administrator of wage and hour division issued under section 14 thereof.
- Parts Return Policy. The following apply to any and all parts purchased from or provided by Seller:
  - Special Order Electrical Parts require a deposit and are not returnable.
  - All returnable parts are subject to the manufacturer's warranty and a fifteen percent (15%) restocking charge.
  - All claims for returned parts must be accompanied by the purchase invoice;
  - All returned parts are required to be in new and/or resalable condition;
  - All returned parts must be accompanied by the boxes and/or packing materials as delivered to Buyer by Seller;
  - Any returned core must be like for like and in an acceptable, non-damaged condition;
  - Seller is not responsible for labor on parts not installed in Seller's shop;
  - No parts may be returned more than thirty (30) days after purchase.
- Terms. Strictly cash unless arrangements made. Open account terms: Net 10th prox. All invoices remaining unpaid 30 days from the date of statement they appear on are subject to late charge of 1-1/2% per month.
- Mechanic's Lien Notice. Failure to pay invoice places any vehicles worked on subject to repossession under §9.609, Texas Business and Commerce Code.

Please Remit to:  
 Interstate Billing Service  
 PO Box 2208  
 Decatur, AL 35609-2208  
  
 RE: IBS Account # 748131  
  
 Approval #

Subtotal	3,254.18
Tax	0.00
<b>Total:</b>	<b>3,254.18</b>

Delivered/Pulled by: \_\_\_\_\_ Date: \_\_\_\_\_ Cores Received: \_\_ Y \_\_ N

Customer Signature: \_\_\_\_\_ E-mail: \_\_\_\_\_

Account	Account Description	2025 Level 1	2024 Amended Budget	% Change Prior Yr	2024 Actual Amount	2023 Actual Amount
Fund 727 - 2% Food & Beverage Fund						
<b>REVENUE</b>						
Department 000 - REVENUE						
<i>Miscellaneous</i>						
333	RECEIPTS	.00	.00	.00	128,953.31	.00
346	RECEIPTS-STATE OF MS	4,880,585.00	4,549,264.00	7.28	4,063,875.49	4,612,351.44
<i>Miscellaneous Totals</i>		<u>\$4,880,585.00</u>	<u>\$4,549,264.00</u>	<u>7.28%</u>	<u>\$4,192,828.80</u>	<u>\$4,612,351.44</u>
Department 000 - REVENUE Totals		<u>\$4,880,585.00</u>	<u>\$4,549,264.00</u>	<u>7.28%</u>	<u>\$4,192,828.80</u>	<u>\$4,612,351.44</u>
<b>REVENUE TOTALS</b>		<u>\$4,880,585.00</u>	<u>\$4,549,264.00</u>	<u>7.28%</u>	<u>\$4,192,828.80</u>	<u>\$4,612,351.44</u>
<b>EXPENSE</b>						
Department 727 - 2% STADIUM TAX						
<i>Supplies</i>						
570	MOTOR VEHICLE MAINT	.00	50,000.00	(100.00)	23,270.16	63,996.27
575	OTHER MAINT REPAIR	.00	.00	.00	12.75	.00
<i>Supplies Totals</i>		<u>\$0.00</u>	<u>\$50,000.00</u>	<u>(100.00%)</u>	<u>\$23,282.91</u>	<u>\$63,996.27</u>
<i>Other Services and Charges</i>						
604	VISIT OXFORD	607,000.00	561,500.00	8.10	467,916.66	554,000.00
607	YOKNAPATAWPHA ARTS COUNCIL	.00	395,000.00	(100.00)	37,500.00	70,000.00
609	TREE BOARD REQUESTS	35,000.00	35,000.00	.00	19,556.40	15,650.00
614	FLOWERS SHRUBS SUPPLIES	70,000.00	70,000.00	.00	52,569.52	64,094.55
616	TRANSFER TO GENERAL FUND-OPD Downtown Unit Expenses	500,000.00	500,000.00	.00	500,000.00	500,000.00
628	DOUBLE DECKER ARTS FESTIVAL	200,000.00	190,000.00	5.26	190,000.00	190,000.00
630	UTILITIES	4,000.00	3,500.00	14.28	3,641.84	4,028.65
642	mTrade Park 3/4 BUDGET	641,892.00	641,892.00	.00	641,892.00	641,892.00
644	OLE MISS STADIUM EXPANSION	200,000.00	200,000.00	.00	200,000.00	200,000.00
649	OXFORD CONVENTION & VISITORS	2,183,265.00	1,897,338.00	15.06	1,897,338.00	1,064,805.00
650	PROMOTIONS	50,000.00	50,000.00	.00	.00	.00
652	HISTORIC PROPERTIES	150,000.00	.00	.00	.00	151,934.00
690	DISBURSEMENTS-MISC	75,000.00	100,000.00	(25.00)	31,770.17	32,564.20
<i>Other Services and Charges Totals</i>		<u>\$4,716,157.00</u>	<u>\$4,644,230.00</u>	<u>1.55%</u>	<u>\$4,042,184.59</u>	<u>\$3,488,968.40</u>
<i>Capital Outlay</i>						
720	CAPITAL OUTLAY	1,075,000.00	400,000.00	168.75	262,324.62	22,322.06
730	MACHINERY & EQUIP	.00	(60,000.00)	(100.00)	.00	.00
<i>Capital Outlay Totals</i>		<u>\$1,075,000.00</u>	<u>\$340,000.00</u>	<u>216.18%</u>	<u>\$262,324.62</u>	<u>\$22,322.06</u>



Account	Account Description	2025 Level 1	2024 Amended Budget	% Change Prior Yr	2024 Actual Amount	2023 Actual Amount
Fund	<b>727 - 2% Food &amp; Beverage Fund</b>					
	<b>EXPENSE</b>					
	Department <b>727 - 2% STADIUM TAX</b>					
	<i>Transfers and Other Charges</i>					
910	TRANSFERS OUT	65,000.00	2,245,827.00	(97.10)	1,500,000.00	363,660.62
	<i>Transfers and Other Charges Totals</i>	\$65,000.00	\$2,245,827.00	(97.11%)	\$1,500,000.00	\$363,660.62
	Department <b>727 - 2% STADIUM TAX Totals</b>	\$5,856,157.00	\$7,280,057.00	(19.56%)	\$5,827,792.12	\$3,938,947.35
	<b>EXPENSE TOTALS</b>	\$5,856,157.00	\$7,280,057.00	(19.56%)	\$5,827,792.12	\$3,938,947.35
Fund	<b>727 - 2% Food &amp; Beverage Fund Totals</b>					
	<b>REVENUE TOTALS</b>	\$4,880,585.00	\$4,549,264.00	7.28%	\$4,192,828.80	\$4,612,351.44
	<b>EXPENSE TOTALS</b>	\$5,856,157.00	\$7,280,057.00	(19.56%)	\$5,827,792.12	\$3,938,947.35
Fund	<b>727 - 2% Food &amp; Beverage Fund Totals</b>	(\$975,572.00)	(\$2,730,793.00)	(64.28%)	(\$1,634,963.32)	\$673,404.09
	Net Grand Totals					
	<b>REVENUE GRAND TOTALS</b>	\$4,880,585.00	\$4,549,264.00	7.28%	\$4,192,828.80	\$4,612,351.44
	<b>EXPENSE GRAND TOTALS</b>	\$5,856,157.00	\$7,280,057.00	(19.56%)	\$5,827,792.12	\$3,938,947.35
	Net Grand Totals	(\$975,572.00)	(\$2,730,793.00)	(64.28%)	(\$1,634,963.32)	\$673,404.09

# DIRECTOR'S STATEMENT

The Yoknapatawpha Arts Council has grown from an all-volunteer organization to a contributor to building a strong local economy. The Arts Council has been the launch pad for beloved community events from the Oxford Film Festival, Fiber Arts Festival, and a regional Comic Convention. All of which have paid staff, attract tourists, and produce multi-day events. The Arts Council's management of the Powerhouse has provided the support and tools to launch Hinge Dance Company, Anubis Improv, Oxford Comedy, Theatre Oxford, and Quasar Literary Collective.

Our involvement in the Lafayette County Arena is drawing national touring events from Pro Rodeo. Quick Draw Championship and providing a home for music festivals.

Our Arts Incubator program provides business training to creative-based businesses from food start-ups to artists turning their talents into business models. This year YAC will announce \$80,000 in new grants designed to support creative economic development. Our focus will be on providing tools and support that ensure Oxford and the surrounding region has the resources that attract creatives - and incentives for creatives who reside here but earn their living outside the community to stay in Oxford.

We will begin the work on renovating the Powerhouse to provide a makers space, locations for artist in residence, and business incubator space. The work of the Arts Council demonstrates that our impact is not making the art but in providing the tools for creatives to unleash their vision.

**WAYNE ANDREWS**

Executive Director

# NEW PROGRAMS

## Spring & Fall Carnival

YAC worked with Happy Day Amusements to relaunch the carnival at the Lafayette County Arena drawing 3000 visitors over three days from around the region.

The event includes support opportunities for local charities, artists and craft people.



## July 4th Parade

YAC appreciates the support and services of the Oxford Police, Fire and Visit Oxford in relaunching the Children's July 4th parade on the Oxford Square.

Our goal this year was to relaunch the event and the build upon the program going forward.



## Bit of the Sip

YAC has evolved our annual fundraiser into a weekend food and drink event that directly impact local businesses. Through bar take overs, classes, and culinary events the Bit of the Sip raised funds for YAC and local culinary businesses impacted 16 different businesses.



## Red Clay Songwriters Festival

Arts Council has formed a partnership with the Mississippi Songwriters Association to launch a songwriters festival in Oxford as a regional event to the State Festival. We have a Visit Mississippi grant to support the project and will host our second festival in March 2025



## Yoknapatawpha Arts Council

### Itemized Budget

Income	2019-2020	2021-2022	2022-2023	2023-2024	2024-2025	Difference
<b>Grants</b>						
Federal	\$35,000	\$115,000	\$65,000	\$65,000	\$65,000	\$0.00
Regional	\$2,600	\$6,000	\$20,000	\$250,000	\$8,000	-\$242,000.00
State	\$32,000	\$24,000	\$50,000	\$50,000	\$50,000	\$0.00
County	\$22,500	\$45,000	\$45,000	\$45,000	\$45,000	\$0.00
Local	\$1,000	\$5,000	\$5,000	\$5,000	\$5,000	\$0.00
Private	\$8,000	\$14,000	\$10,000	\$10,000	\$10,000	\$0.00
Donations	\$3,000	\$3,500	\$2,500	\$2,500	\$2,500	\$0.00
<b>Sponsorship</b>						
Gallery Series	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$0.00
Special Events & Festivals	\$22,500	\$15,000	\$20,000	\$20,000	\$20,000	\$0.00
Performing Arts	\$2,500	\$2,500	\$2,500	\$3,500	\$4,000	\$500.00
Incubator Program	\$6,250	\$15,000	\$15,000	\$15,000	\$15,000	\$0.00
In Kind	\$8,750	\$18,000	\$18,000	\$22,000	\$26,000	\$4,000.00
<b>Membership</b>						
Student	\$1,737	\$2,000	\$2,000	\$2,200	\$2,200	\$0.00
Individual	\$4,276	\$5,000	\$5,400	\$6,200	\$6,200	\$0.00
Family - Organization	\$5,000	\$5,000	\$6,500	\$8,000	\$8,000	\$0.00
Sponsor	\$3,200	\$4,500	\$4,500	\$6,000	\$6,000	\$0.00
Partner	\$4,750	\$4,500	\$4,500	\$5,500	\$5,500	\$0.00
Sustainer	\$4,750	\$5,000	\$5,000	\$6,000	\$6,000	\$0.00
Benefactor	\$2,000	\$3,000	\$5,000	\$10,000	\$15,000	\$5,000.00
<b>Concessions &amp; Earned Income</b>						
Merchandise & Art Sales	\$28,000	\$18,000	\$22,000	\$22,000	\$22,000	\$0.00
Catering	\$10,680	\$12,000	\$12,000	\$15,000	\$15,000	\$0.00
Equipment rental	\$4,000	\$10,000	\$15,000	\$15,000	\$12,000	-\$3,000.00
<b>Tickets</b>						
Program & Class Fees	\$38,000	\$36,000	\$42,000	\$56,000	\$60,000	\$4,000.00
Admission	\$34,000	\$22,000	\$35,000	\$38,000	\$40,000	\$2,000.00
Service Charges	\$5,200	\$3,300	\$5,250	\$5,700	\$6,200	\$500.00
<b>Rentals</b>						

Rentals Fees	\$28,000	\$40,000	\$35,000	\$40,000	\$45,000	\$5,000.00
Cleaning Fee	\$5,200	\$6,500	\$7,000	\$7,000	\$7,500	\$500.00
Damage Deposit	\$4,550	\$5,000	\$5,000	\$5,000	\$6,000	\$1,000.00
Concession Fees	\$4,000	\$5,500	\$4,800	\$5,500	\$5,500	\$0.00
<b>LCMPA</b>						
Rentals	\$6,600	\$13,000	\$13,000	\$13,000	\$13,000	\$0.00
Cleaning	\$1,200	\$1,200	\$1,200	\$1,200	\$500	-\$700.00
Damage Deposits	\$2,500	\$2,800	\$2,800	\$2,800	\$500	-\$2,300.00
Concession Fees	\$10,000	\$6,800	\$6,800	\$6,800	\$3,500	-\$3,300.00
Concession Income	\$8,000	\$3,500	\$7,500	\$7,500	\$10,000	\$2,500.00
<b>Pavilion</b>						
Rental Income	\$2,500	\$6,600	\$12,600	\$21,000	\$21,000	\$0.00
Concession Income	\$1,250	\$2,500	\$1,500	\$1,500	\$2,200	\$700.00
<b>Fundraisers</b>						
Square Table						
Income from Sales	\$2,400	\$2,400	\$2,400	\$2,400	\$2,500	\$100.00
Yoktails 10th Anniversary book	\$150	\$25	\$0	\$0	\$0	\$0.00
Signature Events	\$7,500	\$12,000	\$18,000	\$22,000	\$24,000	\$2,000.00
<b>Presenters Network</b>						
Program Income	\$3,800	\$3,800	\$5,500	\$5,500	\$5,000	-\$500.00
Donations	\$2,500	\$2,500	\$1,500	\$2,500	\$1,500	-\$1,000.00
Grants	\$0	\$1,000	\$2,500	\$3,500	\$3,500	\$0.00
<b>Renovation Fund</b>						
Grants	\$1,000	\$20,000	\$35,000	\$25,000	\$15,000	-\$10,000.00
Building Fund for the Arts					\$191,000	\$191,000.00
NEH					\$191,000	\$191,000.00
Donations	\$5,000	\$50,000	\$50,000	\$50,000	\$50,000	\$0.00
City Match					\$75,000	\$75,000.00
Renovation Ticket Fee	\$1,500	\$5,000	\$6,500	\$7,200	\$7,200	\$0.00
Total Income	\$388,843	\$584,925	\$637,250	\$914,500	\$1,136,500	\$222,000.00
<b>Endowment Fund</b>	\$84,000	\$89,749	\$96,000	\$125,000	\$134,000	\$9,000.00

**Expense**

<b>General Administrative &amp; Operations</b>						
--	--	--	--	--	--	--



Management Salaries	\$92,000	\$105,000	\$105,000	\$135,000	\$135,000	\$0.00
Insurance	\$18,000	\$30,000	\$30,000	\$36,000	\$40,000	\$4,000.00
Part Time Personnel	\$9,000	\$24,000	\$26,000	\$26,000	\$28,000	\$2,000.00
Artistic & Technical	\$32,000	\$32,000	\$39,000	\$42,000	\$42,000	\$0.00
Office Supplies	\$5,500	\$6,000	\$7,200	\$8,500	\$8,900	\$400.00
Liability Insurance	\$6,500	\$8,700	\$8,700	\$9,500	\$9,500	\$0.00
Credit Card Fees	\$2,600	\$3,500	\$4,500	\$5,200	\$5,200	\$0.00
<b>Utilities</b>						
Telephone	\$5,188	\$5,200	\$5,200	\$5,800	\$5,800	\$0.00
Electrical	\$13,500	\$13,000	\$15,000	\$20,000	\$21,000	\$1,000.00
Bookkeeping & Accounting	\$12,800	\$15,000	\$15,000	\$15,000	\$18,000	\$3,000.00
Sales Taxes	\$10,000	\$10,000	\$12,000	\$14,000	\$21,000	\$7,000.00
<b>Fundraising</b>						
Mailing	\$1,450	\$3,600	\$3,600	\$4,200	\$4,200	\$0.00
Printing	\$1,600	\$5,000	\$5,000	\$4,500	\$3,600	-\$900.00
Hospitality & Events	\$3,400	\$4,800	\$6,200	\$7,500	\$7,500	\$0.00
Square Table/ New Book Project	\$2,500	\$1,000	\$1,000	\$0	\$0	\$0.00
72 Society	\$5,000	\$0	\$0	\$0	\$0	\$0.00
<b>Powerhouse Hall</b>						
Concession Fees	\$850	\$2,000	\$5,000	\$5,000	\$5,000	\$0.00
Cleaning	\$250	\$1,500	\$2,500	\$3,500	\$3,500	\$0.00
Maintenance	\$7,000	\$6,000	\$6,750	\$6,500	\$8,000	\$1,500.00
Equipment	\$5,000	\$8,000	\$8,000	\$6,000	\$5,000	-\$1,000.00
<b>LCMPA</b>						
Equipment Rental	\$5,000	\$12,000	\$12,000	\$8,000	\$8,000	\$0.00
Artists Fees	\$5,000	\$15,000	\$15,000	\$20,000	\$5,000	-\$15,000.00
Casual Labor	\$6,000	\$16,000	\$16,000	\$12,000	\$8,700	-\$3,300.00
Security	\$8,000	\$8,000	\$8,000	\$6,700	\$8,000	\$1,300.00
Professional Services	\$9,500	\$9,500	\$9,500	\$5,500	\$5,000	-\$500.00
County Reimbursement	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$0.00
<b>Pavilion</b>						
Programs	\$3,500	\$6,500	\$6,500	\$5,000	\$5,000	\$0.00
City Reimbursement	\$2,100	\$3,500	\$7,500	\$9,000	\$9,000	\$0.00
Event Staff/Security	\$1,200	\$2,500	\$2,500	\$2,500	\$3,500	\$1,000.00
Marketing	\$750	\$750	\$750	\$750	\$750	\$0.00
Equipment	\$2,200	\$2,500	\$5,000	\$3,000	\$1,500	-\$1,500.00
<b>Community Arts Grants</b>						
Resident Art Group Support	\$27,000	\$27,000	\$38,000	\$38,000	\$26,000	-\$12,000.00

Grants	\$2,250	\$40,000	\$25,000	\$25,000	\$65,000	\$40,000.00
JE Pitts Grants	\$7,500	\$1,500	\$2,500	\$2,500	\$3,500	\$1,000.00
<b>Programs</b>						
Gallery Series	\$9,000	\$10,000	\$10,000	\$5,000	\$5,000	\$0.00
Sculpture Garden	\$15,000	\$18,500	\$22,000	\$27,000	\$27,000	\$0.00
Presenters Network	\$3,800	\$6,000	\$6,500	\$6,500	\$6,500	\$0.00
Incubator	\$46,500	\$46,500	\$30,000	\$30,000	\$32,000	\$2,000.00
Community Supported Artists	\$7,000	\$8,000	\$10,000	\$10,000	\$10,000	\$0.00
Student Programs	\$5,000	\$7,000	\$8,000	\$9,000	\$9,000	\$0.00
Artist fee	\$28,000	\$35,000	\$35,000	\$40,000	\$60,000	\$20,000.00
Gallery Store & Online Sales	\$7,500	\$7,500	\$8,600	\$8,200	\$8,200	\$0.00
<b>Community Programs</b>						
Movie & Film	\$3,500	\$5,000	\$5,000	\$5,000	\$5,000	\$0.00
Oxfilm Program	\$4,800	\$7,500	\$7,500	\$5,000	\$5,000	\$0.00
Film, Screenings, Workshops	\$2,900	\$1,000	\$1,000	\$1,000	\$5,000	\$4,000.00
Printing	\$4,000	\$5,200	\$4,000	\$4,000	\$3,500	-\$500.00
<b>Marketing - General Arts Council</b>						
Advertising	\$10,000	\$15,000	\$15,000	\$12,000	\$15,000	\$3,000.00
Podcast Studio		\$6,000	\$6,000	\$1,000	\$1,500	\$500.00
Website	\$1,500	\$10,000	\$25,000	\$10,000	\$5,000	-\$5,000.00
Design	\$4,000	\$6,000	\$6,000	\$6,000	\$6,000	\$0.00
Social Media & Digital Content	\$10,000	\$10,000	\$15,000	\$12,000	\$15,000	\$3,000.00
<b>Renovation/Captial Projects</b>						
Mailing	\$500	\$1,000	\$3,500	\$2,500	\$3,500	\$1,000.00
Printing	\$3,600	\$3,500	\$5,000	\$3,500	\$3,500	\$0.00
Design	\$20,000	\$18,500	\$25,000	\$25,000	\$5,000	-\$20,000.00
Professional Fees (BFA Request)	\$2,500	\$25,000	\$25,000	\$285,000	\$191,000	-\$94,000.00
Construction (BFA Request)		\$10,000	\$25,000	\$36,000	\$50,000	\$14,000.00
Equipment	~	\$7,500	\$22,000	\$15,000	\$26,000	\$11,000.00
<b>Total Income</b>	\$421,338	\$584,925	\$637,250	\$914,500	\$1,136,500	\$222,000.00
Total Expenses	\$2,090	\$719,750	\$795,000	\$1,071,850	\$1,038,850	-\$33,000.00
Projected Profit & Loss		-\$134,825	-\$157,750	-\$157,350	\$97,650	\$255,000.00
<b>Operations Requesst from City</b>	\$2,090	\$45,000	\$45,000	\$45,000	\$45,000	\$0.00
<b>Capital Cash match from city</b>				\$25,000	\$75,000	\$50,000.00
<b>Total Requist from City</b>			\$45,000	\$70,000	\$120,000	\$50,000.00
<b>Profit &amp; Loss</b>		-\$89,825	-\$112,750	-\$87,350	\$217,650	\$305,000.00

Account	Account Description	2025 Level 1	2024 Amended Budget	% Change Prior Yr	2024 Actual Amount	2023 Actual Amount
Fund 689 - Trust Proceeds-\$30M Fund						
<b>REVENUE</b>						
Department 000 - REVENUE						
<i>Miscellaneous</i>						
333	RECEIPTS	1,066,895.00	989,665.00	7.80	977,200.00	1,063,945.00
	<i>Miscellaneous Totals</i>	\$1,066,895.00	\$989,665.00	7.80%	\$977,200.00	\$1,063,945.00
	Department 000 - REVENUE Totals	\$1,066,895.00	\$989,665.00	7.80%	\$977,200.00	\$1,063,945.00
	<b>REVENUE TOTALS</b>	\$1,066,895.00	\$989,665.00	7.80%	\$977,200.00	\$1,063,945.00
<b>EXPENSE</b>						
Department 093 - GENERAL GOVERNMENT						
<i>Capital Outlay</i>						
700	ENGINEERING	.00	.00	.00	.00	1,075.50
720	CAPITAL OUTLAY	.00	.00	.00	.00	175,906.95
	<i>Capital Outlay Totals</i>	\$0.00	\$0.00	+++	\$0.00	\$176,982.45
<i>Transfers and Other Charges</i>						
910	TRANSFERS OUT	218,000.00	2,124,500.00	(89.73)	624,500.00	594,500.00
	<i>Transfers and Other Charges Totals</i>	\$218,000.00	\$2,124,500.00	(89.74%)	\$624,500.00	\$594,500.00
	Department 093 - GENERAL GOVERNMENT Totals	\$218,000.00	\$2,124,500.00	(89.74%)	\$624,500.00	\$771,482.45
	<b>EXPENSE TOTALS</b>	\$218,000.00	\$2,124,500.00	(89.74%)	\$624,500.00	\$771,482.45
Fund 689 - Trust Proceeds-\$30M Fund Totals						
	<b>REVENUE TOTALS</b>	\$1,066,895.00	\$989,665.00	7.80%	\$977,200.00	\$1,063,945.00
	<b>EXPENSE TOTALS</b>	\$218,000.00	\$2,124,500.00	(89.74%)	\$624,500.00	\$771,482.45
	Fund 689 - Trust Proceeds-\$30M Fund Totals	\$848,895.00	(\$1,134,835.00)	(174.80%)	\$352,700.00	\$292,462.55
Net Grand Totals						
	<b>REVENUE GRAND TOTALS</b>	\$1,066,895.00	\$989,665.00	7.80%	\$977,200.00	\$1,063,945.00
	<b>EXPENSE GRAND TOTALS</b>	\$218,000.00	\$2,124,500.00	(89.74%)	\$624,500.00	\$771,482.45
	Net Grand Totals	\$848,895.00	(\$1,134,835.00)	(174.80%)	\$352,700.00	\$292,462.55

**CHANGE A  
CHILD'S STORY.™**



To: Mayor Robyn Tannehill  
City of Oxford Board of Aldermen

From: Erin Smith, Founding Executive Director, CASA of North Mississippi

Re: Request for City funding for CASA of North Mississippi

Date: June 25, 2024

Dear Mayor Tannehill & Board of Aldermen,

Please accept this letter as our request for a donation from the City of Oxford to support the CASA (Court Appointed Special Advocate) of North Mississippi program. This request is made pursuant to **Miss. Code Ann. § 21-19-46** which authorizes the City to make donations to charitable organizations.

***Miss. Code Ann. § 21-19-46:***

*The governing authority of any municipality is authorized, in its discretion, to donate to any chapter of the Court Appointed Special Advocates (CASA), out of any funds in the municipal treasury, provided that the cumulative sum of donations to a chapter does not exceed the amount generated in the municipality by one-fourth (1/4) mill on all of the taxable property within the municipality, during the fiscal year in which the donations are made. Nothing in this paragraph authorizes the imposition of additional tax.*

***Miss. Code Ann. § 21-19-46 (West 2018).***

CASA programs operate as nonprofit, tax-exempt organizations under federal regulation 501(c)(3). A volunteer Board of Directors manages us, and we are registered as a nonprofit with the State of Mississippi. CASA programs recruit and train volunteers who advocate for children involved in abuse or neglect cases in Youth Courts. CASA of North Mississippi is one of six CASA programs operating in Mississippi and one of three serving multiple counties

Under the National guidelines, a local CASA program must have a full-time paid director who supervises staff and volunteers and oversees the case assignments we receive from the Youth Court. In addition, the National CASA office audits the activities of our local program. Our CASA program has continued to see substantial growth. We currently have six staff members, one Executive Director, one Program Director, one Administrative Assistant, and three Advocate Coordinators—all are full-time, salaried employees. We anticipate the need to hire two additional staff for the upcoming fiscal year. The Board of Directors and Executive Director are responsible

for obtaining grants and initiating fundraising activities to generate the donations needed to meet our budget.

A substantial portion of our funds goes toward paying salaries for our staff. The remainder of the budget covers the other expenses of operating our office, providing training for our volunteers, and providing resources for foster children who have been removed from their homes. Similar to past several years, our grantor VOCA (Victims of Crime Act) continues to dramatically decrease funding due to the recent changes at the federal and state level. FY 21-22, we received a 40% cut from our grant funding source, VOCA, this continued in FY 22-23, FY 23-24 and will continue for FY 24-25. In the initial years of our funding request to the Board of Aldermen, we have asked for funding to cover the remaining 20% match that we must meet for our VOCA grant; similar to more recent years, instead, we are asking for funding in areas where we have had to cut items out of our grant due to a decrease in funding. CASA has seen incredible growth since we became a program at the end of 2018, we are still in need of hiring additional staff to cover the need the community has for CASA; the need the children that we serve has increased immensely. Our budget has gone from \$197,000 in 2019 to a projection of over \$800,000 for the upcoming fiscal year.

Last fiscal year, the Board of Aldermen funded \$24,775 for our areas of need, which has significantly impacted the children in this community. As you are aware, our program has continued to grow to serve more children across North Mississippi; we are now in Lafayette, Lee, & Yalobusha County. We have gone from serving **6 children in 2018** to **124 in the 2023** calendar year, and we are well on track to continue serving more children each year. **As of June 24, 2024, we have served 123 children on 60 cases (some of which are still active cases)**. While we never want that number to increase, we are thankful that CASA is a program that can support them both with resources and in the courtroom.

I would be remiss if I did not express my gratitude for the continued support that the Board of Aldermen has given us since 2021; it has allowed us to continue building this program and serving our assigned children. Last year, we collectively served **124** children. In 2023, we were able to reunify **16** children with one or both parents, **5** were placed in a durable-legal guardianship placement with a relative or fictive kin, **2** children aged out of foster care, and **6** children were adopted. The average length of a case for those that closed in 2023 was **19 months**. The remaining children still had active cases at the end of 2023. Our volunteers spent **4,340** hours on cases. We continue to serve **100%** of the foster children in our community and are able to do so with the help of the City of Oxford Board of Aldermen's generous giving.



**CASA Statistics**

<b>Year</b>	<b>Children Served</b>
2018	6
2019	48
2020	58
2021	115
2022	127
2023	124
2024 (Jan-June)	123

Below is a breakdown on how the requested funds would be used.

Category	Item	Dollars Requested
Victim Services/Awareness & Volunteer Training/Events	Emergency victim services and needs such as medical care, clothing, psychological services, childcare, etc., not provided by the MS Department of Child Protective Services or Victims of Crime Act Grant. Training for volunteers and appreciation events.	\$5,000.00
Office Space	As this program continues to grow, we have outgrown our office space. We have a 10-year lease on a building that offers a space for children, families, and volunteers to meet and allow for our program to have sufficient space to continue to grow. \$5,500/monthly, asking for 25% of annual rent.	\$16,500.00
Volunteer Liability Insurance	Insurance to cover our volunteers while they are visiting homes, children, any work involving their CASA case. This amount has increased slightly due to the increase in volunteers.	\$900.00
Advocacy Travel	Mileage for staff to travel to visit foster children wherever they are placed in surrounding areas in Mississippi (.67/mile current IRS rate). Our Lafayette County staff averages \$1,200/monthly in travel to see our children from this area that must be placed in homes outside of Oxford. Slight increase from last year due to the amount of children placed outside of Oxford and the number of children being served.	\$3,000
<b>Total Requested</b>		<b>\$25,400.00</b>

Please don't hesitate to let me know if you have any additional questions.

Best,



Erin Smith  
 Founding Executive Director  
 662.832.4747  
 esmith@casaofnorthmississippi.com



# FIRST REGIONAL LIBRARY

June 24, 2024

Mayor Robyn Tannehill  
Oxford Board of Aldermen  
107 Courthouse Square  
Oxford, MS 38655

Dear Mayor Tannehill and Board of Aldermen,

On behalf of the First Regional Library Board of Trustees and Staff, let me thank all of you for your ongoing support of library services in FY2024. I am happy to report that the library in Oxford is running smoothly and doing an excellent job serving the needs of your constituents. With support from the City of Oxford, we have accomplished the following achievements this year:

- Continued high use of library materials in all our communities
- Provided a variety of successful, interesting, and well attended programs for all ages
- Measured high levels of meeting room usage in each community
- Attained success in the providing of outreach services with the addition of two “pop-up” libraries, which allow FRL to issue library cards and check out books at festivals, schools, and the outlying areas.

First Regional Library appreciates the funding from the City of Oxford very much. I am respectfully asking the City of Oxford for \$393,151.00 in FY2025. These funds will enable the library to continue to operate at the current levels of service your constituents expect. Being able to use and learn the latest in technology, providing educational and entertaining programming, as well as providing a variety of library materials (books, DVDs, etc.) are services that our patrons request most from the Lafayette County & Oxford Public Library. With your continued financial support of the library, we can continue to be a beacon of public service in this community.

As always, we appreciate your leadership and all you do for the City of Oxford. Thank you for considering this request for library funding in FY2025. If you have any questions, please do not hesitate to contact me, and I will be happy to help in any way I can.

Respectfully submitted,

Lori Barnes, MLS  
Library Director





# Lafayette County & Oxford Public Library

Inspiring our communities to learn, grow, and connect.

## LAFAYETTE COUNTY & OXFORD PUBLIC LIBRARY IN THE PAST YEAR

**78,974**  
visitors

**140,510**  
items  
checked out

**258**  
total  
programs

**217**  
youth  
programs

**5,964**  
total program  
attendance

**4,806**  
youth program  
attendance



For FY2025, First Regional Library is asking the City of Oxford for **\$393,151** to help us maintain and expand library services and ensure that the Lafayette County & Oxford Public Library remains a vital community resource.







# First Regional Library

Inspiring our communities to learn, grow, and connect.



**FIRST  
REGIONAL  
LIBRARY**  
in the past year

**548,505**  
people have visited  
a branch of FRL

**867,489**  
items have been  
checked out

**2,672**  
programs have  
been held

**1,870**  
programs for  
children/ teens  
have been held

**74,584**  
people have  
attended  
programs

**52,748**  
children/teens  
have attended  
programs



**FIRST REGIONAL LIBRARY SYSTEM**

**AUDITED FINANCIAL STATEMENTS**

For the Year Ended September 30, 2023

{THIS PAGE WAS INTENTIONALLY LEFT BLANK}

## TABLE OF CONTENTS

	<u>Page</u>
INDEPENDENT AUDITOR'S REPORT	5
BASIC FINANCIAL STATEMENTS:	
GOVERNMENT-WIDE FINANCIAL STATEMENTS:	
Statement of Net Position	13
Statement of Activities	14
FUND FINANCIAL STATEMENTS:	
Balance Sheet - Governmental Funds	17
Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position	18
Statement of Revenues, Expenditures, and Changes in Fund Balance - Governmental Funds	19
Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances to the Statement of Activities	20
NOTES TO BASIC FINANCIAL STATEMENTS	23
REQUIRED SUPPLEMENTARY INFORMATION:	
Budgetary Comparison Schedule - All Funds	49
Schedule of the Library System's Proportionate Share of the Net Pension Liability	51
Schedule of Library System Contributions - (PERS)	52
Schedule of the Library System's Proportionate Share of the Net OPEB Liability	53
Schedule of Library System Contributions - (OPEB)	54
Notes to Required Supplementary Information	55
REPORT ON COMPLIANCE AND INTERNAL CONTROL	63

{THIS PAGE WAS INTENTIONALLY LEFT BLANK}



**Wolfe • McDuff & Oppie**  
CERTIFIED PUBLIC ACCOUNTANTS  
(A Professional Association)

Michelle Oppie Gist, CPA

Julia Whitley Johnson, CPA

Jesse J. Wolfe, CPA (1927-2009)

Grover B. McDuff, CPA (1923-2016)

Jack A. Oppie, CPA (1960-2014)

3103 Pascagoula Street • Pascagoula, MS 39567 • Phone: 228-762-6348 • Fax: 228-762-4498 • www.wmocpas.com

## INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees  
First Regional Library System

### Opinions

We have audited the accompanying financial statements of the governmental activities, and each major fund of the First Regional Library System as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the Library System's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund of the First Regional Library System as of September 30, 2023, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the First Regional Library System and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the First Regional Library System's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

*Membership in:*

American Institute of Certified Public Accountants • Mississippi Society of Certified Public Accountants  
AICPA Governmental Audit Quality Center • AICPA Center for Audit Quality • AICPA Employee Benefit Plan Audit Quality Center



America Counts on CPAs



**Independent Auditor's Report**  
**Page 2**

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the First Regional Library System's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the First Regional Library System's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

**Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the budgetary comparison information, and net pension and OPEB liabilities information on pages 49 - 50 and 51 - 54 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

*Omission of Required Supplementary Information*

Management has omitted the Management's Discussion and Analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated April 08, 2024, on our consideration of the First Regional Library System's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the First Regional Library System's internal control over financial reporting and compliance.

*Walfe, McDuff + Oppi*

Pascagoula, Mississippi  
April 08, 2024

{THIS PAGE WAS INTENTIONALLY LEFT BLANK}

## **BASIC FINANCIAL STATEMENTS**

For the Year Ended September 30, 2023

The basic financial statements include integrated sets of financial statements as required by the Governmental Accounting Standards Board (GASB). The statements include:

- ◆ Government-Wide Financial Statements:
  - Statement of Net Position
  - Statement of Activities
  
- ◆ Fund Financial Statements:
  - Balance Sheet - Governmental Funds
  - Statement of Revenues, Expenditures and Changes in Fund Balance - Governmental Funds

In addition, the notes to the financial statements are included to provide information that is essential to a user's understanding of the basic financial statements.

{THIS PAGE WAS INTENTIONALLY LEFT BLANK}



**GOVERNMENT-WIDE FINANCIAL STATEMENTS**

{THIS PAGE WAS INTENTIONALLY LEFT BLANK}

**FIRST REGIONAL LIBRARY SYSTEM**  
**STATEMENT OF NET POSITION**  
September 30, 2023

	<u>Governmental Activities</u>
<b>ASSETS</b>	
Cash and cash equivalents	\$ 3,111,233
Restricted cash	6,796
Accounts receivable	196,029
Prepaid expenses	20,212
Capital assets, net of depreciation	<u>779,695</u>
<b>Total assets</b>	<u>4,113,965</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>	
Deferred outflows of resources related to pensions	2,098,432
Deferred outflows of resources related to OPEB	<u>158,476</u>
<b>Total deferred outflows of resources</b>	<u>2,256,908</u>
<b>LIABILITIES</b>	
Accounts payable	12,779
Long-term liabilities:	
Due within one year:	
Leases payable	3,909
Compensated absences	112,670
Due in more than one year:	
Leases payable	9,635
Compensated absences	112,670
Net pension liability	10,060,528
Net OPEB liability	<u>374,079</u>
<b>Total liabilities</b>	<u>10,686,270</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>	
Deferred inflows of resources related to pensions	41,476
Deferred inflows of resources related to OPEB	<u>196,166</u>
<b>Total deferred inflows of resources</b>	<u>237,642</u>
<b>NET POSITION</b>	
Net investment in capital assets	766,151
Restricted for:	
MS State Unemployment Revolving Fund	6,796
Unrestricted net position	<u>(5,325,986)</u>
<b>Total net position</b>	<u>\$ (4,553,039)</u>

The accompanying notes to the financial statements are an integral part of this statement.

# FIRST REGIONAL LIBRARY SYSTEM

## STATEMENT OF ACTIVITIES

For the Year Ended September 30, 2023

		Program Revenue		Net Revenue (Expense) and Changes in Net Position
	Expenses	Charges for Services	Operating Grants and Contributions	Governmental Activities
<b>Governmental activities:</b>				
Library Services	\$ 6,577,845	180,633	809,397	(5,587,815)
<b>Total governmental activities</b>	<u>\$ 6,577,845</u>	<u>180,633</u>	<u>809,397</u>	<u>(5,587,815)</u>
<b>General Revenues:</b>				
Desoto County				\$ 1,440,000
Desoto County (Law Library)				43,434
Lafayette County				514,880
Panola County				381,413
Tunica County				276,973
Tate County				174,000
Municipal revenues				1,836,903
Memorials, gifts, and testamentary bequests				109,860
Investment income				<u>4,312</u>
<b>Total general revenues</b>				<u>4,781,775</u>
Change in net position				(806,040)
<b>Net position - beginning of year</b>				(3,738,499)
<b>Prior Period Adjustment, Note 16</b>				<u>(8,500)</u>
<b>Net position - beginning as restated</b>				<u>(3,746,999)</u>
<b>Net position - ending of year</b>				<u>\$ (4,553,039)</u>

The accompanying notes to the financial statements are an integral part of this statement.

## **FUND FINANCIAL STATEMENTS**



{THIS PAGE WAS INTENTIONALLY LEFT BLANK}

**FIRST REGIONAL LIBRARY SYSTEM**  
**BALANCE SHEET - GOVERNMENTAL FUNDS**  
September 30, 2023

	<b>General Fund</b>	<b>Grants Management Fund</b>	<b>Total Governmental Funds</b>
<b>ASSETS</b>			
Cash and cash equivalents	\$ 3,111,233	-	3,111,233
Restricted cash and cash equivalents:			
MS State Unemployment Revolving Fund	6,796	-	6,796
Accounts receivable	157,014	39,015	196,029
Due from other funds	32,377	-	32,377
<b>Total Assets</b>	<b>3,307,420</b>	<b>39,015</b>	<b>3,346,435</b>
<b>LIABILITIES</b>			
Accounts payable	12,779	-	12,779
Due to other funds	-	32,377	32,377
<b>Total Liabilities</b>	<b>12,779</b>	<b>32,377</b>	<b>45,156</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Unavailable revenues	-	6,638	6,638
<b>Total Deferred Inflows of Resources</b>	<b>-</b>	<b>6,638</b>	<b>6,638</b>
<b>FUND BALANCES</b>			
Restricted			
MS State Unemployment Revolving Fund	6,796	-	6,796
Unassigned	3,287,845	-	3,287,845
<b>Total Fund Balances</b>	<b>\$ 3,294,641</b>	<b>-</b>	<b>3,294,641</b>

The accompanying notes to the financial statements are an integral part of this statement.

**FIRST REGIONAL LIBRARY SYSTEM**  
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE  
STATEMENT OF NET POSITION  
September 30, 2023

**Total governmental fund balance** **\$ 3,294,641**

*Amounts reported for governmental activities in the statement of net position are different than those reported in the fund financial statements because of the following:*

Capital assets used in governmental activities are not functional resources and therefore are not reported in the funds 779,695

A portion of the Library System's receivables are collected after year-end; but they are not collected soon enough to be available as financial resources for the current year. The revenues related to these receivables are deferred and not reported in the governmental funds. 6,638

Prepaid items, such as prepaid insurance, are accounted for as expenditures in the period of acquisition and, therefore, are not reported in the fund. 20,212

Deferred outflows and inflows of resources related to pensions are applicable to future periods and, therefore, are not reported in the funds:

Deferred outflows of resources related to pensions	2,098,432
Deferred inflows of resources related to pensions	(41,476)

Deferred outflows and inflows of resources related to Postemployment Benefits Other than Pensions (OPEB) are applicable to future periods and, therefore, are not reported in the funds:

Deferred outflows of resources related to OPEB	158,476
Deferred inflows of resources related to OPEB	(196,166)

Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds:

Leases payable	(13,544)	
Net pension liability	(10,060,528)	
Net OPEB liability	(374,079)	
Compensated absences	(225,340)	(10,673,491)

**Net position of governmental activities** **\$ (4,553,039)**

The accompanying notes to the financial statements are an integral part of this statement.

**FIRST REGIONAL LIBRARY SYSTEM**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES**  
**GOVERNMENTAL FUNDS**  
For the Year Ended September 30, 2023

	<b>General Fund</b>	<b>Grants Management Fund</b>	<b>Total Governmental Funds</b>
<b>REVENUES</b>			
Desoto County	\$ 1,440,000	-	1,440,000
Desoto County (Law library)	43,434	-	43,434
Lafayette County	514,880	-	514,880
Panola County	381,413	-	381,413
Tunica County	276,973	-	276,973
Tate County	174,000	-	174,000
Municipal revenues	1,836,903	-	1,836,903
Library Fees	180,633	-	180,633
Memorials, gifts, & testamentary bequests	109,860	-	109,860
Investment income	4,312	-	4,312
MS Library Commission-Personnel Grant	-	336,643	336,643
MS Library Commission-Health Insurance Grant	-	386,495	386,495
MS Library Commission-Life Insurance Grant	-	5,660	5,660
Other grants and similar programs	-	87,042	87,042
<b>Total revenues</b>	<u>4,962,408</u>	<u>815,840</u>	<u>5,778,248</u>
<b>EXPENDITURES</b>			
Salaries and fringe benefits	3,634,337	-	3,634,337
Administrative costs	99,894	-	99,894
Program expenses	228,247	-	228,247
Utilities	169,455	-	169,455
Grants and similar programs	-	796,242	796,242
Janitorial	140,872	-	140,872
Library materials	48,547	-	48,547
Insurance	52,387	-	52,387
Building and maintenance	23,244	-	23,244
Supplies	71,277	-	71,277
Capital Outlay	411,096	13,155	424,251
Other	47,540	-	47,540
Debt Service:			
Principal	1,862	-	1,862
Interest	236	-	236
<b>Total expenditures</b>	<u>4,928,994</u>	<u>809,397</u>	<u>5,738,391</u>
<b>OTHER FINANCING SOURCES (USES)</b>			
Leases Issued	15,406	-	15,406
Transfers in (out)	6,443	(6,443)	-
<b>Total other financing sources (uses)</b>	<u>21,849</u>	<u>(6,443)</u>	<u>15,406</u>
<b>Net change in fund balance</b>	55,263	-	55,263
<b>Fund balance - beginning of year</b>	3,247,878	-	3,247,878
<b>Prior Period Adjustment, Note 16</b>	(8,500)	-	(8,500)
<b>Fund balance - beginning as restated</b>	<u>3,239,378</u>	-	<u>3,239,378</u>
<b>Fund balance - end of year</b>	<u>\$ 3,294,641</u>	<u>-</u>	<u>3,294,641</u>

The accompanying notes to the financial statements are an integral part of this statement.

**FIRST REGIONAL LIBRARY SYSTEM**  
**RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES,**  
**EXPENDITURES, AND CHANGES IN FUND BALANCES TO THE STATEMENT OF**  
**ACTIVITIES**

For the Year Ended September 30, 2023

**Net change in fund balances - total governmental funds** **\$ 55,263**

*Amounts reported for governmental activities in the statement of activities are different than those reported in the fund financial statements because of the following:*

Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlay exceeded depreciation expense in the current period:

Capital Outlay	424,251	
Depreciation	(416,883)	7,368

The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. These amounts are deferred and amortized in the statement of activities:

Leases issued	(15,406)	
Payments on leases payable	1,862	(13,544)

Receivables that do not meet the "measurable and available" criteria are not recognized as revenue in the current year in the governmental funds. In the Statement of Activities they are recognized as revenue when levied or earned. (6,443)

Compensated absences reported in the Statement of Activities do not require the use of current financial resources and therefore are not reported as expenditures in the governmental funds. (13,222)

Governmental funds report pension contributions as expenditures. However, the Statement of Activities reports pension expense and other activity related to net pension liability:

Pension contributions	533,882	
Pension expense from the pension schedule	(1,385,856)	(851,974)

Governmental funds report OPEB contributions as expenditures. However, the Statement of Activities reports OPEB expense and other activity related to net OPEB liability:

OPEB contributions	16,403	
OPEB expense from the OPEB schedule	27,609	44,012

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the funds. (27,500)

**Change in net position of governmental activities** **\$ (806,040)**

The accompanying notes to the financial statements are an integral part of this statement.



## **NOTES TO BASIC FINANCIAL STATEMENTS**

{THIS PAGE WAS INTENTIONALLY LEFT BLANK}

**FIRST REGIONAL LIBRARY SYSTEM**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
For the Year Ended September 30, 2023

**NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**A. Financial Reporting Entity**

The First Regional Library System maintains fourteen branches in Desoto, Lafayette, Panola, Tate and Tunica Counties in Mississippi, with the Hernando Public Library in Hernando housing the headquarters of the system. The entire library system is governed by a board of trustees appointed by the Board of Supervisors from each County. The Library is exempt from Federal and State income taxes. The purpose of the First Regional Library System is to support the community's enjoyment of reading and its pursuit of learning through informational resources including traditional library services, such as print materials, and emerging technology such as public access computers, high-speed internet access, and Wi-Fi.

The financial statements of the Library System have been prepared in conformity with accounting principles generally accepted in the United States of America as applied to governmental units, hereinafter referred to as GAAP (generally accepted accounting principles). The accepted standard-setting body of establishing governmental accounting and financial reporting principles is GASB (the Governmental Accounting Standards Board).

The Library System does not have any component units as defined by GASB Statement No. 14, *The Financial Reporting Entity*, and GASB Statement No. 39, *Determining Whether Certain Organizations Are Component Units, an Amendment of GASB Statement No. 14*.

**B. Basis of Presentation**

***Government-wide and Fund Financial Statements***

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. Program revenues include 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or activity and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or activity. Taxes and other items not properly included among program revenues are reported instead as general revenues.

***Fund Financial Statements***

Financial statements of the reporting entity are organized into funds, each of which is considered to be a separate accounting entity. Each fund is accounted for by providing a separate set of self-balancing accounts, which constitute its assets, deferred outflows/inflows, liabilities, net position/fund equity, revenues, and expenditures/expenses. Major individual governmental funds are reported as separate columns in the fund financial statements.

Governmental funds are those through which most governmental functions typically are financed. Governmental fund reporting focuses on the sources, uses and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purpose for which they may or must be used. Fund liabilities are assigned to the fund from which they will be liquidated. The Library System reports the difference between its governmental fund assets and deferred outflows of resources, and its liabilities and deferred inflows of resources, as fund balance.

**FIRST REGIONAL LIBRARY SYSTEM**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
For the Year Ended September 30, 2023

**NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

Funds are organized as major funds or non-major funds within the governmental statements. An emphasis is placed on major funds with the governmental categories. A fund is considered major if it is the primary operating fund of the Library System or meets the following criteria:

- ◆ Total assets, liabilities, revenues, or expenditures/expenses of that individual governmental or enterprise fund are a least 10 percent of the corresponding total for all funds of that category or type, and
- ◆ The same element of the individual governmental fund or enterprise fund that met the 10 percent test is at least 5 percent of the corresponding total for all governmental and enterprise funds combined.
- ◆ In addition, any other governmental or enterprise fund that the Library System believes is particularly important to financial statement users may be reported as a major fund.

The Library System reports the following major funds:

- ◆ General fund is the general operating fund of the Library System. It is used to account for all financial resources except those required to be accounted for in another fund.
- ◆ Grants Management fund (special revenue fund) is used to account for the proceeds of specific revenue sources from grants that are legally restricted to expenditures for specified purposes.

**C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation**

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned, and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Library System considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, expenditures related to compensated absences and claims and judgments are recorded only when payment is due.

City and County taxes associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the Library System.

**FIRST REGIONAL LIBRARY SYSTEM**  
NOTES TO BASIC FINANCIAL STATEMENTS  
For the Year Ended September 30, 2023

**NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**D. Assets, Liabilities, Deferred Outflows/Inflows, and Net Position/Fund Balances**

***Deposits and Investments***

The Library System deposits excess funds in the financial institution selected by the Board of Trustees. Cash deposits are reported at carrying amounts which reasonably estimate fair value.

Investments for the Library System are reported at amortized cost.

***Receivables and Payables***

All receivables and payables are shown at their net realizable value. Management expects to collect entire amounts due and therefore has not established an allowance for uncollectible accounts.

***Prepaid Items***

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. Prepaid items, such as prepaid insurance, are not reported for Governmental Fund Types since the costs of such items are accounted for as expenditures in the period of acquisition.

***Capital Assets***

Capital assets purchased or acquired with useful lives of more than one year are reported at historical cost or estimated historical cost. Contributed assets are reported at fair value as of the date received. Other costs incurred for repairs and maintenance are expensed as incurred. Depreciation on all assets is provided on the straight-line basis over the following estimated useful life which ranges from 3 to 25 years.

***Compensated Absences***

Paid annual leave is granted to employees regularly scheduled to work 20 or more hours per week. Annual leave is accumulated based on a full-time 40 hour work week and is earned in varying amounts depending on the years of service with the Library System. After one full calendar month of continuous service, the employee will be paid for earned but unused annual leave up to a maximum of 240 hours. Additional accrued annual leave is credited to the State Retirement.

***Leases***

The Governmental Accounting Standards Board (GASB) issued Statement No. 87, Leases (GASB 87) to establish a single leasing model for accounting and reporting purposes. This guidance is intended to enhance the accountability, consistency and comparability of lease activities reported by governments. GASB 87 was implemented during the year ended September 30, 2023 after an initial review during the year ended September 30, 2022 resulted in no long-term leases material to the financial statements.

The Library System uses its estimated incremental borrowing rate to calculate the present value of lease payments when the rate implicit in the lease is not known. See Note 6 for more details.



**FIRST REGIONAL LIBRARY SYSTEM**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
For the Year Ended September 30, 2023

**NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

Paid sick leave is granted to all salaried employees regularly scheduled to work 20 or more hours per week. Sick leave is accumulated depending on continuous service. Employees can only be paid for sick leave for actual time missed due to qualified sick leave absences. Upon termination, no payment is made to employees for accumulated sick leave; however, the unused hours are credited to State Retirement.

***Pensions***

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Mississippi Public Employees' Retirement System and additions to/deductions from the Systems' fiduciary net position have been determined on the same basis as they are reported by the System. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

***Postemployment Benefits Other than Pensions (OPEB)***

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the State and School Employees' Life and Health Plan (OPEB Plan) and additions to/deductions from the OPEB Plan's fiduciary net position have been determined on the same basis as they are reported by the OPEB Plan. For this purpose, the OPEB Plan recognizes benefit payments when due and payable in accordance with the benefit terms.

***Revenues***

Substantially all governmental fund revenues are accrued. In applying GASB Statement No. 33 to grant revenues, the provider recognizes liabilities and expenses and the recipient recognizes receivables and revenue when the applicable eligibility requirements, including time requirements, are met. Resources transmitted before the eligibility requirements are met are reported as advances by the provider and deferred revenue by the recipient. Fines are recognized as revenue when they are considered measurable, or at the time of receipt.

***Expenditures***

Expenditures are recognized when the related fund liability is incurred.

***Net Position/Fund Equity***

Fund equity at the governmental fund financial reporting level is classified as "fund balance." Fund equity for all other reporting is classified as "net position."

**FIRST REGIONAL LIBRARY SYSTEM**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
For the Year Ended September 30, 2023

**NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

In the Government-Wide financial statements, the difference between the Library System's total assets and deferred outflows of resources, total liabilities and deferred inflows of resources represents net position. Net position displays three components:

- ◆ Invested in capital assets, net of related debt - Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, notes or other borrowings attributable to the acquisition, constructions or improvement of those assets.
- ◆ Restricted net position - Consists of net position with constraints placed on the use either by external groups such as creditors, grantors, contributors, or laws and regulations of other governments; or law through constitutional provisions or enabling legislation.
- ◆ Unrestricted net position - All other net position not meeting the definition of "restricted" or "invested in capital assets, net of related debt." Unrestricted net position represents the net position available for future operations.

Generally, governmental fund balances represent the difference between assets and deferred outflows of resources, liabilities and deferred inflows of resources. Fund balances for governmental funds are reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. Fund balances are classified as follows:

- ◆ Nonspendable - Includes amounts that cannot be spent. This includes amounts that are either not in a spendable form (inventories, prepaid amounts, long-term portion of loans/notes receivable, or property held for resale unless the proceeds from the collection of those receivables or from the sale of those properties are restricted, committed or assigned) or amounts that are legally or contractually required to be maintained intact, such as a principal balance of a permanent fund.
- ◆ Restricted - Includes amounts that have constraints placed upon the use of the resources either by external party or imposed by law through a constitutional provision or enabling legislation.
- ◆ Committed - Includes amounts that can be used only for specific purposes pursuant to constraints imposed by a formal action of the Board of Trustees as approved in the board minutes.
- ◆ Assigned - Includes amounts that are constrained by management of the Library System's intent to be used for a specific purpose, but are neither restricted nor committed. For governmental funds, other than the general fund, this is the residual amount within the fund that is not classified as nonspendable and is neither restricted nor committed.

**FIRST REGIONAL LIBRARY SYSTEM**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
For the Year Ended September 30, 2023

**NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

- ◆ Unassigned - Is the residual classification for the general fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed or assigned to specific purposes within the general fund. The general fund should be the only fund that reports a positive unassigned fund balance amount. In other governmental funds if expenditures incurred for specific purposes exceeded the amounts restricted, committed or assigned to those purposes, it may be necessary to report a negative unassigned fund balance.

Net position restricted through enabling legislation consists of \$6,796 for MS State Unemployment Revolving Fund (employee benefits).

When an expenditure is incurred for purposes for which both restricted and unrestricted (committed, assigned or unassigned) resources are available, it is the Library System's general policy to use restricted resources first. When expenditures are incurred for purposes for which unrestricted (committed, assigned and unassigned) resources are available, and amounts in any of these unrestricted classifications could be used, it is the Library System's general policy to spend committed resources first, followed by assigned amounts, and then unassigned amounts.

The Library System does not have a minimum fund balance policy.

***Internal Activity***

Quasi-external transactions are accounted for as revenues or expenditures. Transactions that constitute reimbursements to a fund from which expenditures were initially made that are properly applicable to another fund are recorded as expenditures in the fund that is reimbursed. Outstanding reimbursements are recorded as due to or from other funds. Net receivables or payables from other funds are reported as internal balances in the government-wide statement of net position.

All other interfund transactions, except quasi-external transactions and reimbursements, are reported as transfers. Nonrecurring or nonroutine permanent transfers of equity are reported as residual equity transfers. All other interfund transfers are reported as operating transfers.

***Deferred Outflows/Inflows of Resources***

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expenses/expenditure) until then. The Library System has a deferred outflow which is presented as a deferred outflow of resources related to pension and OPEB obligations.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to future periods and so will not be recognized as an inflow of resources (revenue) until then. The Library System has a deferred inflow which is presented as a deferred inflow of resources related to pension and OPEB obligations and unavailable revenue. Unavailable revenue is reported only on the governmental funds balance sheet, and represents receivables which will not be collected within the available period. These amounts are deferred and recognized as an inflow of resources in the period the amounts become available.

**FIRST REGIONAL LIBRARY SYSTEM**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
For the Year Ended September 30, 2023

**NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

*Use of Estimates*

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions. This will affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

*New GASB Pronouncements*

The Governmental Accounting Standards Board has issued the following new pronouncement that the Library System has reviewed for application to their accounting and reporting.

The Governmental Accounting Standards Board (GASB) issued Statement No. 96, Subscription-Based Information Technology Arrangements (SBITAs) (GASB 96) to establish uniform accounting and financial reporting requirements for SBITAs, to improve comparability of financial statements among governments that have entered into SBITAs, and to enhance understandability, reliability, relevance and consistency of information about SBITAs. The Library System did not have any SBITAs material to the financial statements that required GASB 96 implementation during fiscal year 2023.

**NOTE 2. CASH, DEPOSITS, AND INVESTMENTS**

State law requires that all deposits in excess of Federal Deposit Insurance Corporation (FDIC) limits be 105% collateralized by U.S. Government obligations or by state municipal obligations that have a fair value of not less than the principal amount of the deposits. The collateral for public entities' deposits in financial institutions are held in the name of the State Treasurer under a program established by the Mississippi State legislature and is governed by Section 27-1-5-5 Miss. Code Ann. (1972). Under this program, the entity's funds are protected through a collateral pool administered by the State Treasurer.

Financial institutions holding deposits of public funds must pledge securities as collateral against those deposits. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the FDIC.

Deposits (demand deposits and certificate of deposits) at September 30, 2023, are as follows:

	<b>Governmental Funds</b>	<b>Government- Wide Statement of Net Position</b>
Bank deposits	\$ 3,118,029	3,118,029
<b>Total</b>	<b>\$ 3,118,029</b>	<b>3,118,029</b>

At year-end, the carrying amount of the Library System's deposits was \$3,118,029, and the respective bank balances totaled \$3,267,311. The bank balance is categorized as follows:

Amount collateralized with securities held in the State of Mississippi collateral pool on behalf of the Library System	\$ 3,008,257
Amounts held at various financial institutions covered under Federal Depository Insurance	259,054
	<b>\$ 3,267,311</b>

**FIRST REGIONAL LIBRARY SYSTEM**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
For the Year Ended September 30, 2023

**NOTE 3. CONCENTRATIONS OF CREDIT RISK**

**A. Credit Risk**

First Regional Library System's investment policy, in compliance with State statutes, authorizes the Treasurer to invest monies in the following:

- ◆ Negotiable certificates of deposit
- ◆ Obligations of federal agencies or U.S. government-sponsored enterprises
- ◆ Obligations of the U.S. Treasury
- ◆ Repurchase and reverse repurchase agreements

The Library System currently has no investments. The Library System has not adopted investment policies regarding "risk."

**B. Custodial Credit Risk - Deposits**

Custodial credit risk is the risk that in the event of the failure of a financial institution, the Library System will not be able to recover deposits or collateral securities that are in the possession of an outside party. The Library System does not have a formal policy for custodial credit risk. However, the Mississippi State Treasurer manages that risk on behalf of the Library System. Deposits above FDIC coverage are collateralized by the pledging financial institution's trust department or agent in the name of the Mississippi State Treasurer on behalf of the Library System.

**NOTE 4. CONCENTRATION OF REVENUES**

The Library System is dependent on the Desoto County, Lafayette County, municipalities, and the Mississippi Library Commission for the majority of the funding necessary for its operations. Significant changes in the level of funding from these sources could have a favorable or unfavorable impact on the operating results of the Library.

**NOTE 5. CAPITAL ASSETS**

Capital asset activity for the year ended September 30, 2023, was as follows:

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Transfers</u>	<u>Ending Balance</u>
<b>Governmental Activities:</b>					
Library materials	\$ 12,667,877	298,094	-	-	12,965,971
Other	2,640,777	110,751	(26,047)	-	2,725,481
Intangible right-to-use equipment	-	15,406	(1,963)	-	13,443
Total capital assets	<u>15,308,654</u>	<u>424,251</u>	<u>(28,010)</u>	<u>-</u>	<u>15,704,895</u>
Less accumulated depreciation	<u>14,536,327</u>	<u>414,920</u>	<u>(26,047)</u>	<u>-</u>	<u>14,925,200</u>
<b>Total capital assets, net</b>	<u>\$ 772,327</u>	<u>9,331</u>	<u>(1,963)</u>	<u>-</u>	<u>779,695</u>

Depreciation expense was charged to programs for the year ended September 30, 2023, as follows:

<b>Governmental Activities:</b>	
General government	\$ <u>416,883</u>
<b>Total current year depreciation expense</b>	<u>\$ 416,883</u>



**FIRST REGIONAL LIBRARY SYSTEM**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
For the Year Ended September 30, 2023

**NOTE 6. LEASES**

The Library System is a lessee for various noncancellable leases of equipment. For leases that have a maximum possible term of 12 months or less at commencement, the Library System recognizes expense based on the provisions of the lease contract. For all other leases, other than short term, the Library System recognized a lease and an intangible right-to-use lease asset.

At lease commencement, the Library System initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, less lease payments made at or before the lease commencement date, plus any initial direct costs ancillary to placing the underlying asset into service, less any lease incentives received at or before the lease commencement date. Subsequently, the lease asset is amortized in depreciation and amortization expense on a straight-line basis over the shorter of the lease term or the useful life of the underlying asset.

The Library System generally uses its estimated incremental borrowing rate as the discount rate for leases unless the rate that the lessor charges is known. The estimated incremental borrowing rate is the rate the Library System would expect to obtain for a similar financed purchase at the date of lease inception.

The lease term includes the noncancellable period of the lease plus any additional periods covered by either the Library System or lessor option to extend for which it is reasonably certain to be exercised or terminate for which it is reasonably certain to not be exercised. Periods in which both the Library System and the lessor have a unilateral option to terminate (or if both parties have agreed to extend) are excluded from the lease term.

**As lessee:**

The following is a summary of changes in lease assets and liabilities:

<b>Lease Assets</b>	<b>Balance 10/1/2022</b>	<b>Additions</b>	<b>Amortization</b>	<b>Balance 9/30/2023</b>
Minolta copiers	\$ -	7,316	(1,693)	5,623
Postage machine	-	8,090	(270)	7,820
<b>Total</b>	<b>\$ -</b>	<b>15,406</b>	<b>(1,963)</b>	<b>13,443</b>

See Note 5 for further details regarding intangible right-to-use equipment, which represents leased assets.

<b>Lease Liabilities</b>	<b>Balance 10/1/2022</b>	<b>Additions</b>	<b>Amortization</b>	<b>Balance 9/30/2023</b>
Minolta copiers	\$ -	7,316	(1,618)	5,698
Postage machine	-	8,090	(244)	7,846
<b>Total</b>	<b>\$ -</b>	<b>15,406</b>	<b>(1,862)</b>	<b>13,544</b>

The following is a description of leases outstanding as of September 30, 2023:

<b>Description</b>	<b>Discount Rate</b>	<b>Term</b>	<b>Issue Date</b>	<b>Maturity Date</b>	<b>Monthly Payment</b>	<b>Amount Outstanding</b>
Hernando Minolta copier	4.00%	36 months	11/15/2022	11/15/2025	\$ 96	2,387
Olive Branch Minolta copier	4.00%	36 months	2/22/2023	2/22/2026	120	3,311
Headquarters Postage machine	4.00%	60 months	6/30/2023	7/31/2028	149	7,846
<b>Total outstanding</b>						<b>\$ 13,544</b>

**FIRST REGIONAL LIBRARY SYSTEM**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
For the Year Ended September 30, 2023

**NOTE 6. LEASES (continued)**

**Minolta Copier Leases:**

The Library System has entered into a 36 month lease of a copier from LEAF Capital Funding, LLC for a fixed \$96 per month. The lease agreement can only be cancelled if both parties agree. There are no options to extend the lease agreement and no variable payment options.

The following is a schedule by years of the total payments due on this debt:

<u>Year Ending September 30,:</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 1,076	76	1,152
2025	1,120	33	1,153
2026	191	-	191
<b>Total</b>	<u>\$ 2,387</u>	<u>109</u>	<u>2,496</u>

The Library System has entered into a 36 month lease of a copier from LEAF Capital Funding, LLC for a fixed \$120 per month. The lease agreement can only be cancelled if both parties agree. There are no options to extend the lease agreement and no variable payment options.

The following is a schedule by years of the total payments due on this debt:

<u>Year Ending September 30,:</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 1,332	108	1,440
2025	1,385	54	1,439
2026	594	6	600
<b>Total</b>	<u>\$ 3,311</u>	<u>168</u>	<u>3,479</u>

The Library System has entered into a 60 month lease of a postage machine from Great America Financial Services for a fixed \$149 per month. The lease agreement can only be cancelled if both parties agree. There are no options to extend the lease agreement and no variable payment options.

The following is a schedule by years of the total payments due on this debt:

<u>Year Ending September 30,:</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 1,501	287	1,788
2025	1,563	226	1,789
2026	1,626	162	1,788
2027	1,692	95	1,787
2028	1,464	27	1,491
<b>Total</b>	<u>\$ 7,846</u>	<u>797</u>	<u>8,643</u>

**FIRST REGIONAL LIBRARY SYSTEM**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
For the Year Ended September 30, 2023

**NOTE 7. LONG-TERM LIABILITIES**

Long-term liability activity for the year ended September 30, 2023, is shown as follows:

<u>Long-Term Obligations</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>	<u>Amount due within one year</u>
<b>Governmental Activities:</b>					
Leases Payable	\$ -	15,406	(1,862)	13,544	3,909
Compensated Absences	212,118	13,222	-	225,340	112,670
Net Pension Liability	8,027,619	2,032,909	-	10,060,528	-
Net OPEB Liability	<u>359,616</u>	<u>14,463</u>	<u>-</u>	<u>374,079</u>	<u>-</u>
<b>Total governmental activities</b>	<b><u>\$ 8,599,353</u></b>	<b><u>2,076,000</u></b>	<b><u>(1,862)</u></b>	<b><u>10,673,491</u></b>	<b><u>116,579</u></b>

Leases payable, compensated absences, net pension liability, and net OPEB liability will be paid from the general fund.

**NOTE 8. INTERFUND BALANCES**

The composition of inter fund balances as September 30, 2023 is as follows:

**Due to/from other funds:**

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Amount</u>
General Funds	Grants Management Fund	\$ <u>32,377</u>
Total Internal Balances		\$ <u><u>32,377</u></u>

**NOTE 9. INTERFUND TRANSFERS**

Transfers are used to (a) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them and to (b) use unrestricted revenues collected in the general fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

At September 30, 2023, transfers to/from other funds consist of the following:

Transfer from the Grant Management Fund to the General Fund for expenditures paid on behalf of the Grants Management Fund	\$ <u>6,443</u>
<b>Total Transfers to/from other funds</b>	<b>\$ <u><u>6,443</u></u></b>

**FIRST REGIONAL LIBRARY SYSTEM**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
For the Year Ended September 30, 2023

**NOTE 10. PENSION PLAN**

**Defined Benefit Pension Plan**

***Plan Description***

The First Regional Library System contributes to the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing multiple-employer defined benefit pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Plan provisions and the Board of Trustees' authority to determine contribution rates are established by Miss. Code Ann. Section 25-11-1 et seq., (1972, as amended) and may be amended only by the Mississippi Legislature. PERS issues a publicly available financial report that includes financial statements and required supplementary information. That report is available at [www.pers.ms.gov](http://www.pers.ms.gov).

***Benefits Provided***

Membership in PERS is a condition of employment granted upon hiring for qualifying employees and officials of the State of Mississippi, state universities, community and junior colleges, and teachers and employees of the public school districts. For those persons employed by political subdivisions and instrumentalities of the State of Mississippi, membership is contingent upon approval of the entity's participation in PERS by the PERS' Board of Trustees. If approved, membership for the entity's employees is a condition of employment and eligibility is granted to those who qualify upon hiring. Participating members who are vested and retire at or after age 60 or those who retire regardless of age with at least 30 years of creditable service (25 years of creditable service for employees who became members of PERS before July 1, 2011) are entitled, upon application, to an annual retirement allowance payable monthly for life in an amount equal to 2.0 percent of their average compensation for each year of creditable service up to and including 30 years (25 years for those who became members of PERS before July 1, 2011), plus 2.5 percent for each additional year of creditable service with an actuarial reduction in the benefit for each year of creditable service below 30 years or the number of years in age that the member is below 65, whichever is less. Average compensation is the average of the employee's earnings during the four highest compensated years of creditable service. Benefits vest upon completion of eight years of membership service (four years of membership service for those who became members of PERS before July 1, 2007). PERS also provides certain death and disability benefits. A Cost-of-Living Adjustment (COLA) payment is made to eligible retirees and beneficiaries. The COLA is equal to 3.0 percent of the annual retirement allowance for each full fiscal year of retirement up to the year in which the retired member reaches age 60 (55 for those who became members of PERS before July 1, 2011), with 3.0 percent compounded for each fiscal year thereafter.

***Contributions***

PERS members are required to contribute 9.00% of their annual covered salary and the First Regional Library System is required to contribute at an actuarially determined rate. The employer's rate as of September 30, 2023 was 17.40% of annual covered payroll. The contribution requirements of PERS members are established and may be amended only by the State of Mississippi Legislature.

The First Regional Library System's contribution to PERS for the years ended September 30, 2023, 2022, and 2021 was \$533,882, \$476,972, and \$449,104 respectively, which equal to the required contributions for each year.

**FIRST REGIONAL LIBRARY SYSTEM**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
For the Year Ended September 30, 2023

**NOTE 10. PENSION PLAN (continued)**

***Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows or Resources Related to Pensions***

At September 30, 2023, the Library System reported a liability of \$10,060,528 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2022. The Library System's proportion of the net pension liability was based on a projection of the Library System's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. At June 30, 2023, the Library System's proportion was 0.040 percent, which was an increase of 0.001 percent from its proportion measured as of June 30, 2022.

For the year ended September 30, 2023, the Library System recognized pension expense of \$1,385,856. At September 30, 2023, the Library System reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<b>Deferred Outflows of Resources</b>	<b>Deferred Inflows of Resources</b>
Differences between expected and actual experiences	\$ 251,900	-
Changes of assumptions	393,614	-
Net difference between projected and actual earnings on pension plan investments	1,181,294	-
Changes in proportion and differences between Library System contributions and proportionate share of contributions	135,227	41,476
Library system contributions subsequent to the measurement date	136,397	-
<b>Total</b>	<b>\$ 2,098,432</b>	<b>41,476</b>

\$136,397 reported as deferred outflows of resources related to pensions resulting from Library System contributions subsequent to the measurement date will be recognized as a reduction to the net pension liability in the year ended September 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<b>Year ended September 30, :</b>			
2024	\$	685,631	
2025		468,421	
2026		763,515	
2027		2,992	
2028		-	
Thereafter		-	
<b>Total</b>	<b>\$</b>	<b>1,920,559</b>	



**FIRST REGIONAL LIBRARY SYSTEM**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
For the Year Ended September 30, 2023

**NOTE 10. PENSION PLAN (continued)**

*Actuarial assumptions*

The collective total pension liability was determined by an actuarial valuation as of June 30, 2022 and a measurement date determined as of June 30, 2023 using standard rollforward techniques, using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.40%
Salary increases	2.65-17.90%, including inflation
Investment rate of return	7.00%, net of pension plan investments expense, including inflation

Mortality rates were based on the PubS.H-2010(B) Retiree Table with the following adjustments. For males, 95% of male rates up to age 60, 110% for ages 61 to 75 and 101% for ages above 77. For females, 84% of female rates up to age 72 and 100% for ages above 76. Mortality rates will be projected generationally using the MP-2020 projection scale to account for future improvements in life expectancy.

The actuarial assumptions are based on the experience investigation for the four-year period ending June 30, 2022.

The long-term expected rate of return on pension plan investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected nominal returns, net of pension plan investment expense and the assumed rate of inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The target asset allocation and best estimates of arithmetic real rates of return for each major asset class as of June 30, 2023, are summarized in the following table:

<b>Asset class</b>	<b>Target Allocation</b>	<b>Long-term expected real rate of return</b>
Domestic equity	27.00 %	4.75
International equity	22.00	4.75
Global equity	12.00	4.95
Debt securities	20.00	1.75
Real estate	10.00	3.25
Private equity	8.00	6.00
Cash equivalents	1.00	0.25
<b>Total</b>	<b>100.00 %</b>	

**FIRST REGIONAL LIBRARY SYSTEM**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
For the Year Ended September 30, 2023

**NOTE 10. PENSION PLAN (continued)**

***Discount Rate***

The discount rate used to measure the total pension liability was 7.00%. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate (9.00%) and that employer contributions will be made at the current employer contribution rate (17.40%). Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

***Sensitivity of the Library System's proportionate share of the net pension liability to changes in the discount rate***

The following table presents the net pension liability of the cost-sharing plan, calculated using the discount rate of 7.00%, as well as what the plan's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.00%) or 1-percentage-point higher (8.00%) than the current rate:

	<b>1% Decrease (6.00%)</b>	<b>Current Discount Rate (7.00%)</b>	<b>1% Increase (8.00%)</b>
Library System's proportionate share of the net pension liability	\$ 12,973,306	10,060,528	7,670,270

***Pension plan fiduciary net position***

Detailed information about the pension plan's fiduciary net position is available in the separately issued PERS financial report.

**NOTE 11. OTHER POSTEMPLOYMENT BENEFITS (OPEB)**

**General Information about the OPEB Plan**

***Plan description***

State law mandates that all state, public education, library, junior and community college and retiring employees be offered health and life benefit coverage through the State and School Employees' Life and Health Insurance Plan (the Plan). The Plan was established by Section 25-15-3 et seq., Mississippi Code Ann. (1972), which may be amended only by the State Legislature. The State and School Employees' Health Insurance Management Board (the Board) administers the Plan. The Board has the sole legal authority to promulgate rules and regulations governing the operations of the Plan within the confines of the law governing the Plan. The Plan is self-insured and is financed through premiums collected from employers, employees, retirees and COBRA participants. The Plan provides for Other Postemployment Benefits (OPEB) as a multiple-employer defined benefit OPEB plan. The plan issues a publicly available financial report that can be obtained at <http://knowyourbenefits.dfa.ms.gov/>.

**FIRST REGIONAL LIBRARY SYSTEM**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
For the Year Ended September 30, 2023

**NOTE 11. OTHER POSTEMPLOYMENT BENEFITS (OPEB) (continued)**

***Benefits provided***

The Plan was formed by the State Legislature to provide group health and life benefits to full-time active and retired employees of the State, agencies, universities, community/junior colleges, public school districts and public libraries. In addition, the spouse and/or children of covered employees and retirees, as well as surviving spouses and COBRA participants, may be eligible for health insurance coverage under the Plan. Benefits of the OPEB Plan consist of an implicit rate subsidy, which is essentially the difference between the average cost of providing health care benefits to retirees under age 65 and the average cost of providing health care benefits to all participants when premiums paid by retirees are not age adjusted. Employees' premiums are funded primarily by their employers. Retirees must pay their own premiums, as do active employees for spouse and dependent medical coverage. The Board has the sole authority for setting life and health insurance premiums for the Plan. Per Section 12-15-15 (10) Mississippi Code Ann. (1972), a retired employee electing to purchase retiree life and health insurance must pay the full cost of such insurance premium. If the Board determined actuarially that the premium paid by the participating retirees adversely affects the overall cost of the Plan to the State, then the Board may impose a premium surcharge, not to exceed 15%, upon such participating retired employees who are under the age for Medicare eligibility and who are initially employed before January 1, 2006. For participating retired employees who are under the age for Medicare eligibility and who are initially employed on or after January 1, 2006, the Board may impose a premium surcharge in an amount the Board determined actuarially to cover the full cost of insurance. The Plan offers a Base option and a Select option for health benefits for non-Medicare participants. The Plan includes a separate coverage level for Medicare eligible retirees, Medicare Eligible surviving spouses, and Medicare eligible dependents of retirees and surviving spouses.

***Contributions***

The Board has the sole authority for setting life and health insurance premiums for the Plan. The required premiums vary based on the plan selected and the type of participant. Employers pay no premiums for retirees while employees' premiums are funded primarily by their employer. The Library System's contributions to OPEB for the year ended September 30, 2023 was \$16,403, which was equal to the required contributions for the year.

***OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources related to OPEB***

At June 30, September 30, 2023, the Library System reported a liability of \$374,079 for its proportionate share of the net OPEB liability. The net OPEB liability was measured as of June 30, 2023, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of that date. The basis for the Library System's proportion is determined by comparing the employer's average monthly employees participating in the Plan with the total average employees participating in the Plan in the fiscal year of all employers. The allocation was utilized because the level of premiums contributed by each employer is the same for any employee regardless of plan participation elections made by the employee. At the measurement date of June 30, 2023, the Library System's proportion was 0.0676 percent. This was a decrease of 0.0054 percent from the proportionate share as of the measurement date as of June 30, 2022.

**FIRST REGIONAL LIBRARY SYSTEM**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
For the Year Ended September 30, 2023

**NOTE 11. OTHER POSTEMPLOYMENT BENEFITS (OPEB) (continued)**

For the year ended September 30, 2023, the Library System recognized OPEB expense of \$(27,609). At September 30, 2023, the Library System reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	<b>Deferred Outflows of Resources</b>	<b>Deferred Inflows of Resources</b>
Differences between expected and actual experience	\$ 61,319	105,612
Changes of assumption	33,419	28,142
Net difference between projected and actual earnings on OPEB plan investments	23	-
Changes in proportion and differences between Library System contributions and proportionate share of contributions	63,715	62,412
<b>Total</b>	<b>\$ 158,476</b>	<b>196,166</b>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

<b>Year ending September 30,</b>	<b>Amount</b>
2024	\$ (17,773)
2025	(19,856)
2026	(13,283)
2027	6,430
2028	5,104
Thereafter	1,688
<b>Total</b>	<b>\$ (37,690)</b>

**FIRST REGIONAL LIBRARY SYSTEM**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
For the Year Ended September 30, 2023

**NOTE 11. OTHER POSTEMPLOYMENT BENEFITS (OPEB) (continued)**

*Actuarial assumptions*

The total OPEB liability in the June 30, 2023 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.40%
Salary increases	2.65-17.90%, including wage inflation
Municipal Bond Index Rate	
Measurement Date	3.66%
Prior Measurement Date	3.37%
Year FNP is projected to be depleted	
Measurement Date	2023
Prior Measurement Date	2022
Single Equivalent Interest Rate, Net of OPEB Plan investment expense, including inflation	
Measurement Date	3.66%
Prior Measurement Date	3.37%
Health Care Cost Trends	
Medicare Supplement Claims Pre-Medicare	6.50% for 2024 decreasing to an ultimate rate of 4.50% by 2029 FYE

Mortality rates were based on PubS H-2010(b) Retiree Table with the following adjustments: For males, 95% of male rates up to age 60, 110% for ages 61 to 75, and 101% for ages above 77. For females, 84% of the female rates up to age 72 and 100% for ages above 76. Mortality rates for disability retirees were based on the PubG.H-2010 Disabled Table adjusted 134% for males and 121% for females. Mortality rates for Contingent Annuitants were based on the PubS.H-2010(B) Contingent Annuitant Table, adjusted 97% for males and 110% for females. Mortality rates will be projected generationally using the MP-2020 projection scale to account for future improvements in life expectancy.

The demographic actuarial assumptions used in the June 30, 2023 valuation were based on the results of an actuarial experience study dated April 21, 2023.

The remaining actuarial assumptions (e.g., initial per capita costs, health care cost trends, rate of plan participation, rates of plan election, etc.) used in the June 30, 2023 valuation were based on a review of recent plan experience done concurrently with the June 30, 2023 valuation.



**FIRST REGIONAL LIBRARY SYSTEM**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
For the Year Ended September 30, 2023

**NOTE 11. OTHER POSTEMPLOYMENT BENEFITS (OPEB) (continued)**

***Discount rate***

The discount rate used to measure the total OPEB liability at June 30, 2023 was 3.66%. Since the Prior Measurement Date, the Discount Rate has changed from 3.37% to 3.66%.

The trust was established on June 28, 2018, with an initial contribution of \$1,000,000. As of June 30, 2023, the trust has \$1,067,750. The fiduciary net position is projected to be depleted immediately, therefore, the Municipal Bond Index Rate is used in the determination of the discount rate for both the June 30, 2022 and the June 30, 2023 total OPEB liability. The discount rate used to measure the total OPEB liability at June 30, 2023 was based on a monthly average of the Bond Buyers General Obligation 20-year Municipal Bond Index Rate.

***Sensitivity of the Library System’s proportionate share of the net OPEB liability to changes in the discount rate***

The following presents the Library System’s proportionate share of the net OPEB liability, as well as what the Library System’s proportionate share of the net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (2.66%) or 1-percentage-point higher (4.66%) than the current discount rate:

	<b>1% Decrease (2.66%)</b>	<b>Current Discount Rate (3.66%)</b>	<b>1% Increase (4.66%)</b>
Net OPEB Liability	\$ 409,746	374,079	343,156

Sensitivity of the Library System’s proportionate share of the net OPEB liability to changes in the healthcare cost trend rates

The following presents the Library System’s proportionate share of the net OPEB liability, as well as what the Library System’s proportionate share of the net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

	<b>1% Decrease</b>	<b>Healthcare Cost Trend Rates Current</b>	<b>1% Increase</b>
Net OPEB Liability	\$ 348,560	374,079	402,660

***OPEB plan fiduciary net position***

The fiduciary net position for the OPEB plan was \$1,067,750 as of June 30, 2023, the measurement date. Detailed information about the OPEB plan’s fiduciary net position is available in the separately issued OPEB financial report.

**FIRST REGIONAL LIBRARY SYSTEM**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
For the Year Ended September 30, 2023

**NOTE 12. CAFETERIA PLAN**

The First Regional Library System has established a cafeteria plan under Section 125 of the Internal Revenue Code. The plan, entitled the First Regional Library System Flexible Benefits Plan, is a program that permits participants to elect to receive cash or coverage for themselves and their eligible dependents under various component plans which provide major medical, accident and disability, cancer, ICU and hospital income benefits. Contributions to the plan may be made each year by the Library System, in its sole discretion, in a uniform and nondiscriminatory manner (non-elective contributions) or by the employee (elective contributions). For the year ended September 30, 2023, \$9,834 in elective contributions were made to the plan by the employees and no non-elective contributions were made by the employer.

**NOTE 13. DEFERRED COMPENSATION PLAN**

Employees of the Library System are eligible to participate in a deferred compensation plan adopted under the provisions of Internal Revenue Code (IRC) Section 457 (Deferred Compensation Plans with Respect to Service for State and Local Governments).

Under the deferred compensation plan, which is available to all employees of the Library System, employees may elect to defer a portion of their salaries and avoid paying taxes on the deferred portions until the withdrawal date. The deferred compensation amount is not available for withdrawal by employees until termination, retirement, death or unforeseeable emergency. The deferred compensation plan is administered by the Board of Trustees of the Public Employees Retirement System of Mississippi. The plan's assets are held in trust by the Public Employees Retirement System of Mississippi for the exclusive benefit of the participants and beneficiaries of the plan and are not subject to the general creditors of the Library System. As a result, the plan's assets are not reflected in an agency fund of the Library System.

There are nineteen employees participating in the plan as of September 30, 2023.

**NOTE 14. COMMITMENTS AND CONTINGENCIES**

**A. Litigation**

At September 30, 2023, there were no matters of litigation involving the Library System which would materially affect the Library System's financial position.

**NOTE 15. FUNDING**

The Library System receives funding from the Mississippi Library Commission. Federal funds are provided through a grant to the Mississippi Library Commission from the Institute of Museums and Library Services (ALN 45.310), under the Library Services and Technology Act (LSTA). State funds are provided through the Mississippi State Legislature in the following bills: Senate Bill 3158-2001, Senate Bill 3315-2000, and House Bill 1672-1999.

Funds received from the Mississippi Library Commission for the year ended September 30, 2023 on the cash basis are as follows:

**FIRST REGIONAL LIBRARY SYSTEM**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
For the Year Ended September 30, 2023

**NOTE 15. FUNDING (continued)**

**STATE FUNDING**

<u>Grant #</u>	<u>Source</u>	<u>Program</u>	<u>Amount</u>
SH23-360-12-0	State	Health insurance	\$ 322,256
SH24-360-12-0	State	Health insurance	<u>32,338</u>
Total health insurance grant			354,594
SP23-362-12-0	State	Personnel incentive	251,637
SP24-362-12-0	State	Personnel incentive	<u>85,006</u>
Total personnel grant			336,643
SL23-361-12-0	State	Life insurance	4,692
SL24-361-12-0	State	Life insurance	<u>492</u>
Total life insurance grant			<u>5,184</u>
		<b>Total State Funding</b>	<b>\$ <u>696,421</u></b>

**FEDERAL FUNDING**

<u>Grant #</u>	<u>Source</u>	<u>Program</u>	<u>Amount</u>
ARFIC23-12-0	Federal	ARPA Institutional Capacity	\$ 13,155
FIC23-12-0	Federal	Institutional Capacity	10,000
FIT19-1909-12-0	Federal	ILL Transport Payment FY2024	<u>3,361</u>
		<b>Total Federal Funding</b>	<b>\$ <u>26,516</u></b>

The First Regional Library System also receives federal funding from the Federal Communications Commission, Administered through the Universal Service Administrative Company (E-Rate) under ALN: 32.001. Funding received, on the cash basis, for the year ended September 30, 2023 was \$52,326.

The First Regional Library System also receives funding from the Counties and Cities it operates within through ad valorem millage. Funds received from the Counties and Cities for the year ended September 30, 2023 are as follows:

<u>County/City</u>	<u>Amount</u>
Tunica County	\$ 276,973
Tate County	174,000
Panola County	381,413
Lafayette County	514,880
Desoto County (Law Library)	43,434
Desoto County	<u>1,440,000</u>
<b>Total amounts received from counties</b>	<b><u>2,830,700</u></b>

**FIRST REGIONAL LIBRARY SYSTEM**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
For the Year Ended September 30, 2023

**NOTE 15. FUNDING (continued)**

<b>County/City</b>	<b>Amount</b>
Town of Walls	1,200
Town of Tunica	13,528
City of Southaven	300,000
City of Senatobia	94,500
Town of Sardis	6,000
City of Oxford	413,509
City of Olive Branch	423,417
City of Horn Lake	140,250
City of Hernando	180,652
Town of Crenshaw	1,500
Town of Como	10,000
Town of Coldwater	16,564
City of Batesville	<u>235,783</u>
<b>Total amounts received from cities</b>	<u><u>1,836,903</u></u>
 <b>Total Counties/Cities Support Received</b>	 <b>\$ <u><u>4,667,603</u></u></b>

**NOTE 16. PRIOR PERIOD ADJUSTMENT**

A prior period adjustment to the government-wide financial statements of \$8,500 was made to correct September 30, 2022 net assets related to the overstatement of accounts receivable and the overstatement of revenues.

Net position, September 30, 2022 as originally presented	\$ (3,738,499)
Overstatement of accounts receivable	<u>(8,500)</u>
 Net position as restated, September 30, 2022	 \$ <u><u>(3,746,999)</u></u>

A prior period adjustment to the general fund financial statements of \$(8,500) was made to correct September 30, 2022 net assets related to the overstatement of accounts receivable.

General Fund Net position, September 30, 2022 as originally presented	\$ 3,247,878
Overstatement of accounts receivable	<u>(8,500)</u>
 General Fund Net position as restated, September 30, 2022	 \$ <u><u>3,239,378</u></u>

**NOTE 17. EFFECT OF DEFERRED AMOUNTS ON NET POSITION**

The unrestricted net position amount of \$(5,325,986) includes the effect of deferring the recognition of expenses resulting from a deferred outflow from pensions. A portion of the deferred outflows of resources related to pension in the amount of \$136,397 resulting from the Library Systems contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2024. The remaining \$1,962,035 balance of deferred outflow of resources, at September 30, 2023 will be recognized as an expense and will decrease the unrestricted net position over the next 4 years.

**FIRST REGIONAL LIBRARY SYSTEM**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
For the Year Ended September 30, 2023

**NOTE 17. EFFECT OF DEFERRED AMOUNTS ON NET POSITION (continued)**

The unrestricted net position amount of \$(5,325,986) includes the effect of deferring the recognition of revenue resulting from a deferred inflow from pensions. The \$41,476 balance of deferred inflow of resources, at September 30, 2023 will be recognized as a revenue and will increase the unrestricted net position over the next 3 years.

The unrestricted net position amount of \$(5,325,986) includes the effect of deferring the recognition of expenses resulting from a deferred outflow from OPEB. The \$158,476 balance of deferred outflow of resources, at September 30, 2023 will be recognized as an expense and will decrease the unrestricted net position over the next 6 years.

The unrestricted net position amount of \$(5,325,986) includes the effect of deferring the recognition of revenue resulting from a deferred inflow from OPEB. The \$196,166 balance of deferred inflow of resources at September 30, 2023 will be recognized as a revenue and will increase the unrestricted net position over the next 6 years.

**NOTE 18. SUBSEQUENT EVENTS**

Events that occur after the statement of net position date but before the financial statements were available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the statement of net position date are recognized in the accompanying financial statements. Subsequent events that provide evidence about conditions that existed after the statement of net position date require disclosure in the accompanying notes. Management has evaluated subsequent events through April 08, 2024, the date that the financial statements were available for issue and has determined that there are no additional adjustments and/or disclosures required.



{THIS PAGE WAS INTENTIONALLY LEFT BLANK}

**REQUIRED SUPPLEMENTARY INFORMATION**

{THIS PAGE WAS INTENTIONALLY LEFT BLANK}

**FIRST REGIONAL LIBRARY SYSTEM**  
**BUDGETARY COMPARISON SCHEDULE - ALL FUNDS**  
For the Year Ended September 30, 2023  
(Unaudited)

	<b>Original Budgeted Amounts</b>	<b>Final Budgeted Amounts</b>	<b>Actual Amounts (Budgetary Basis)</b>	<b>Variance with Final Budget Over / (Under)</b>
<b>Revenues:</b>				
Income from Counties	\$ 2,823,040	2,823,040	2,673,686	(149,354)
Income from Cities	1,783,876	1,783,876	1,836,903	53,027
Library fines and fees	204,000	204,000	180,633	(23,367)
MS Library Commission-Personnel Grant	335,516	335,516	336,643	1,127
MS Library Commission-Health Insurance Grant	444,535	444,535	354,594	(89,941)
MS Library Commission-Life Insurance Grant	5,646	5,646	5,184	(462)
MS Library Commission-LSTA Grants	7,000	7,000	26,516	19,516
Donations	49,700	49,700	109,860	60,160
Other grants and similar programs	135,200	135,200	53,888	(81,312)
Interest	<u>3,000</u>	<u>3,000</u>	<u>4,312</u>	<u>1,312</u>
<b>Amounts available for appropriations</b>	<b>\$ <u>5,791,513</u></b>	<b><u>5,791,513</u></b>	<b><u>5,582,219</u></b>	<b><u>(209,294)</u></b>

The notes to required supplementary information are an integral part of this schedule.

**FIRST REGIONAL LIBRARY SYSTEM**  
**BUDGETARY COMPARISON SCHEDULE - ALL FUNDS**  
For the Year Ended September 30, 2023  
(Unaudited)

	<b>Original Budgeted Amounts</b>	<b>Final Budgeted Amounts</b>	<b>Actual Amounts (Budgetary Basis)</b>	<b>Variance with Final Budget Over / (Under)</b>
<b>Expenditures:</b>				
Salaries and fringe benefits	\$ 4,563,871	4,550,871	3,633,319	(917,552)
Administrative operations costs	293,472	262,917	99,894	(163,023)
Program expenses	87,100	106,100	216,486	110,386
Utilities	232,607	232,607	169,455	(63,152)
Janitorial	94,615	94,615	140,872	46,257
Library materials	329,445	327,545	48,547	(278,998)
Insurance	87,370	87,370	52,387	(34,983)
Building and maintenance	24,000	35,555	23,244	(12,311)
Supplies	66,125	73,525	71,277	(2,248)
Capital outlay	101,240	118,240	424,251	306,011
Grant expenditures	7,000	-	796,242	796,242
Other	5,150	2,650	47,540	44,890
Debt Service:				
Principal	-	-	1,862	1,862
Interest	-	-	236	236
<b>Total Expenditures</b>	<b>5,891,995</b>	<b>5,891,995</b>	<b>5,725,612</b>	<b>(166,383)</b>
Excess (deficiency) of revenues over expenditures	(100,482)	(100,482)	(143,393)	(42,911)
<b>Other Financing Sources (Uses)</b>				
Leases issued	-	-	15,406	15,406
Transfers in	-	-	6,443	6,443
Transfers (out)	-	-	(6,443)	(6,443)
<b>Total other financing sources (uses)</b>	<b>-</b>	<b>-</b>	<b>15,406</b>	<b>15,406</b>
<b>Net change in fund balance</b>	<b>\$ (100,482)</b>	<b>(100,482)</b>	<b>(127,987)</b>	<b>(27,505)</b>
<b>Fund balance - beginning of year</b>			<b>3,239,378</b>	
<b>Fund balance - end of year</b>			<b>3,111,391</b>	
<b>Differences between budgetary and GAAP fund balance:</b>				
<b>Fund Balance, end of year (Budgetary Basis)</b>			<b>\$ 3,111,391</b>	
Accruals for expenses incurred but not paid			(12,779)	
Accruals for revenues recognized but not received			196,029	
<b>Fund Balance, end of year (GAAP)</b>			<b>\$ 3,294,641</b>	

The notes to required supplementary information are an integral part of this schedule.



**FIRST REGIONAL LIBRARY SYSTEM**  
**SCHEDULE OF LIBRARY SYSTEM'S PROPORTIONATE SHARE OF THE**  
**NET PENSION LIABILITY\***  
Public Employees Retirement System of Mississippi  
Last 10 Fiscal Years (Only 9 Years Shown)\*\*  
(Unaudited)

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Library System's proportion of the net pension liability	0.0040 %	0.0039 %	0.0039 %	0.0040 %	0.0386 %	0.0408 %	0.0414 %	0.0420 %	0.0419 %
Library System's proportionate share (amount) of the net pension liability	\$10,060,528	\$ 8,027,619	5,764,370	7,666,098	6,790,499	6,786,252	6,882,085	7,502,249	6,476,914
Library System's covered payroll	\$ 2,979,168	\$ 2,701,275	2,592,661	2,639,969	2,517,127	2,607,753	2,653,645	2,685,503	2,619,459
Library System's proportionate share (amount) of the collective net pension liability as a percentage of the Library System's covered payroll	337.70 %	297.18 %	222.33 %	290.39 %	269.77 %	260.23 %	259.34 %	279.36 %	247.26 %
Plan fiduciary net position as a percentage of the total pension liability	55.70 %	59.93 %	70.44 %	58.97 %	61.59 %	62.54 %	61.49 %	57.47 %	61.70 %

\*The amounts presented for each fiscal year were determined as of the measurement date of June 30 of the fiscal year presented.

\*\*This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, information is presented for those years for which information is available.

The notes to required supplementary information are an integral part of this schedule.

**FIRST REGIONAL LIBRARY SYSTEM**  
**SCHEDULE OF LIBRARY SYSTEM CONTRIBUTIONS - (PERS)**  
**Public Employees Retirement System of Mississippi**  
**Last 10 Fiscal Years (Only 9 Years Shown)\*\***  
**(Unaudited)**

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Contractually required contribution	\$ 533,882	\$ 476,972	449,104	463,822	410,385	406,972	415,686	424,513	415,339
Contributions in relation to the contractually required contribution	<u>(533,882)</u>	<u>(476,972)</u>	<u>(449,104)</u>	<u>(463,822)</u>	<u>(410,385)</u>	<u>(406,972)</u>	<u>(415,686)</u>	<u>(424,513)</u>	<u>(415,339)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
 Library System's covered payroll	 \$ 3,068,289	 \$ 2,741,216	 2,581,060	 2,665,647	 2,538,498	 2,583,947	 2,639,273	 2,695,320	 2,637,078
 Contributions as a percentage of covered payroll	 17.40 %	 17.40 %	 17.40 %	 17.40 %	 16.17 %	 15.75 %	 15.75 %	 15.75 %	 15.75 %

\*\*This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, information is presented for those years for which information is available.

The notes to required supplementary information are an integral part of this schedule.

**FIRST REGIONAL LIBRARY SYSTEM**  
**SCHEDULE OF LIBRARY SYSTEM'S PROPORTIONATE SHARE OF THE**  
**NET OPEB LIABILITY\***  
Public Employees Retirement System of Mississippi  
Last 10 Fiscal Years (Only 6 Years Shown)\*\*  
(Unaudited)

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
Library System's proportion of the net OPEB liability	0.0676 %	0.0730 %	0.0613 %	0.0687 %	0.0678 %	0.0688 %
Library System's proportionate share of the net OPEB liability	\$ 374,079	\$ 359,616	394,570	534,327	575,346	1,543,505
Library System's covered-employee payroll	\$ 2,979,168	\$ 2,701,275	2,592,661	2,636,969	2,517,127	2,607,753
Library System's proportionate share of the net OPEB liability as a percentage of its covered-employee payroll	12.56 %	13.31 %	15.22 %	20.26 %	22.86 %	59.19 %
Plan fiduciary net position as a percentage of the total OPEB liability	0.19 %	0.21 %	0.16 %	0.13 %	0.12 %	0.13 %

\*The amounts presented for each fiscal year were determined as of the measurement date of June 30 of the fiscal year presented.

\*\*This schedule is presented to illustrate the requirements to show information for 10 years. However, GASB Statement No. 75 was implemented in FYE September 30, 2018, until a full 10-year trend is compiled, information is presented for those years for which information is available.

The notes to required supplementary information are an intergral part of this schedule.

**FIRST REGIONAL LIBRARY SYSTEM**  
**SCHEDULE OF LIBRARY SYSTEM CONTRIBUTIONS - (OPEB)**  
**Other Postemployment Benefits (OPEB)**  
**Last 10 Fiscal Years (Only 6 Years Shown)\*\***  
**(Unaudited)**

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
Contractually required contribution	\$ 16,403	\$ 14,655	15,854	21,318	23,062	23,717
Contributions in relation to the contractually required contribution	<u>(16,403)</u>	<u>(14,655)</u>	<u>(15,854)</u>	<u>(21,318)</u>	<u>(23,062)</u>	<u>(23,717)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Library System's covered-employee payroll	\$ 3,068,289	\$ 2,741,216	2,581,060	2,665,647	2,538,498	2,583,947
Contributions as a percentage of covered-employee payroll	0.53 %	0.53 %	0.61 %	0.80 %	0.91 %	0.92 %

\*\*This schedule is presented to illustrate the requirements to show information for 10 years. However, GASB Statement No. 75 was implemented in FYE September 30, 2018, until a full 10-year trend is compiled, information is presented for those years for which information is available.

The notes to required supplementary information are an integral part of this schedule.

**FIRST REGIONAL LIBRARY SYSTEM**  
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION  
For the Year Ended September 30, 2023  
(Unaudited)

**NOTE 1. BUDGETS AND BUDGETARY ACCOUNTING**

**A. Budgets and Budgetary Accounting**

Statutory requirements dictate how and when the Library System's budget is to be prepared. Generally, during June, a budget request is prepared by the Library System's management and submitted to the Board of Trustees for approval. The Library submits the original annual budget as adopted by the Board of Trustees to the Counties and Cities it receives funding from. The Counties and Cities then appropriate funds for the operation of the Library. The completed budget for the fiscal year includes for all funds every source of revenue, each general item of expenditure, and unencumbered cash and investment balances. On a periodic basis, as required by changing conditions, the budgeted amounts are amended.

The Library's budget is prepared principally on the cash basis of accounting. All appropriations lapse at year-end, and there are no encumbrances to budget because state law does not require that funds be available when goods or services are ordered, only when payment is made.

**B. Basis of Presentation**

The Budgetary Comparison Schedule - Budget and Actual (Non-GAAP, Cash Basis) presents the original legally adopted budget, the final legally adopted budget, actual amounts on a budgetary (Non-GAAP, Cash Basis) and variance between the final budget and the actual amounts. The schedule is presented for the General Fund and Grant Management Fund collectively of the Library System. The Budgetary Comparison Schedule - Budget and Actual (Non-GAAP, Cash Basis) is a part of required supplemental information.

**C. Excess of Expenditures over Appropriations (Budget)**

There were no expenditures in excess of appropriations (budget) for the fiscal year ended September 30, 2023.

**NOTE 2. PENSION SCHEDULES**

**A. Changes of Assumptions**

**2017:** The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Mortality Table projected with Scale BB to 2022. Small adjustments were also made to the Mortality Table for disabled lives.

The wage inflation assumption was reduced from 3.75% to 3.25%.

Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to more closely reflect actual experience.

The percentage of active member disabilities assumed to be in the line of duty was increased from 6% to 7%.

**2019:** The expectation of retired life mortality was changed to the PubS.H-2010(B) Retiree Table with the following adjustments:

- For males, 112% of male rates from ages 18 to 75 scaled down to 105% for ages 80 to 119.
- For females, 85% of the female rates from ages 18 to 65 scaled up to 102% for ages 75 to 119.
- Projection scale MP-2018 will be used to project future improvements in life expectancy generationally.

**FIRST REGIONAL LIBRARY SYSTEM**  
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION  
For the Year Ended September 30, 2023  
(Unaudited)

**NOTE 2. PENSION SCHEDULES (continued)**

The expectation of disabled mortality was changed to PubT.H-2010 Disabled Retiree Table for disabled retirees with the following adjustments:

- For males, 137% of male rates at all ages.
- For females, 115% of female rates at all ages.
- Projection scale MP-2018 will be used to project future improvements in life expectancy generationally.

The price inflation assumption was reduced from 3.00% to 2.75%.

The wage inflation assumption was reduced from 3.25% to 3.00%.

**2021:** The expectation of retired life mortality was changed to the PubS.H-2010(B) Retiree Table with the following adjustments:

- For males, 95% of male rates up to age 60, 110% for ages 61 to 75, and 101% for ages above 77.
- For females, 84% of female rates up to age 72, 100% for ages above 76.
- Projection scale MP-2020 will be used to project future improvements in life expectancy generationally.

The expectation of disabled mortality was changed to PubG.H-2010 Disabled Table for disabled retirees with the following adjustments:

- For males, 134% of male rates at all ages.
- For females, 121% of female rates at all ages.
- Projection scale MP-2020 will be used to project future improvements in life expectancy generationally.

The expectation of contingent annuitant mortality was based on the PubS.H-2010(B) Contingent Annuitant Table with the following adjustments:

- For males, 97% of male rates at all ages.
- For females, 110% of female rates at all ages.
- Projection scale MP-2020 will be used to project future improvements in life expectancy generationally.

The price inflation assumption was reduced from 2.75% to 2.40%.

The wage inflation assumption was reduced from 3.00% to 2.65%.

The investment rate of return assumption was changed from 7.75% to 7.55%.

The assumed load for administrative expenses was increased from 0.25% to 0.28% of payroll.

Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to reflect actual experience more closely.

The percentage of active member disabilities assumed to be in the line of duty was increased from 9% to 12%.

The percentage of active member deaths assumed to be in in the line of duty was decrease from 6% to 4%.



**FIRST REGIONAL LIBRARY SYSTEM**  
**NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**  
For the Year Ended September 30, 2023  
(Unaudited)

**NOTE 2. PENSION SCHEDULES (continued)**

**2023:** The investment rate of return assumption was changed from 7.55% to 7.00%.

The assumed load for administrative expenses was decreased from 0.28% to 0.26% of payroll.

Withdrawal rates, disability rates and service retirement rates were adjusted to reflect actual experience more closely.

The percentage of participants assumed to receive a deferred benefit upon attaining the eligibility requirements for retirement was increased from 60% to 65%.

For married members, the number of years that a male is assumed to be older than his spouse was changed from 3 years to 2 years.

The assumed amount of unused sick leave at retirement was increased from 0.50 years to 0.55 years.

The assumed average number of years of military service that participants will have at retirement was decreased from 0.25 years to 0.20 years.

**B. Changes in Benefit Provisions**

**2017-2023:** None

**C. Method and assumptions used in calculations of actuarially determined contributions**

The actuarially determined contribution rates in the schedule of employer contributions are calculated as of June 30, two years prior to the end of the fiscal year in which contributions are reported (June 30, 2021 valuation for the June 30, 2023 fiscal year end). The following actuarial methods and assumptions were used to determine the most recent contribution rate reported in that schedule:

Actuarial cost method	Entry age
Amortization method	Level percentage of payroll, open
Remaining amortization period	26.7 years
Asset valuation method	5-year smoothed market
Price Inflation	2.40 percent
Salary increase	2.65 percent to 17.90 percent, including inflation
Investment rate of return	7.75 percent, net of pension plan investment expense, including inflation

**NOTE 3. OPEB SCHEDULES**

**A. Changes of Assumptions**

**2017:** The discount rate was changed from 3.01% for the prior Measurement Date to 3.56% for the current Measurement Date.

**2018:** The discount rate was changed from 3.56% for the prior Measurement Date to 3.89% for the current Measurement Date.

**FIRST REGIONAL LIBRARY SYSTEM**  
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION  
For the Year Ended September 30, 2023  
(Unaudited)

**NOTE 3. OPEB SCHEDULES (continued)**

**2019:** The discount rate was changed from 3.89% for the prior Measurement Date to 3.50% for the current Measurement Date.

**2020:** The discount rate was changed from 3.50% for the prior Measurement Date to 2.19% for the current Measurement Date.

**2021:** The discount rate was changed from 2.19% for the prior Measurement Date to 2.13% for the current Measurement Date.

**2022:** The discount rate was changed from 2.13% for the prior Measurement Date to 3.37% for the current Measurement Date.

**2023:** The discount rate was changed from 3.37% for the prior Measurement Date to 3.66% for the current Measurement Date.

**B. Changes in Benefit Provisions**

**2017:** None.

**2018:** None.

**2019:** None.

**2020:** The schedule of monthly retiree contributions was increased as of January 1, 2021. In addition, the deductibles and coinsurance maximums were increased for the Select coverage and the coinsurance maximums were increased for the Base Coverage beginning January 1, 2021.

**2021:** The schedule of monthly retiree contributions was increased as of January 1, 2022. In addition, the in-network medical deductible was increased for the Select coverage beginning January 1, 2022.

**2022:** The schedule of monthly retiree contributions was increased as of January 1, 2023. In addition, the in-network medical deductible was increased for the Select coverage beginning January 1, 2023.

**2023:** The schedule of monthly retiree contributions was increased as of January 1, 2024. In addition, the medical deductible was increased for the Base Family coverage beginning January 1, 2024.

**FIRST REGIONAL LIBRARY SYSTEM**  
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION  
For the Year Ended September 30, 2023  
(Unaudited)

**NOTE 3. OPEB SCHEDULES (continued)**

**C. Method and assumptions used in calculations of actuarially determined contributions**

The Actuarially Determined Contributions rates, as a percentage of payroll, used to determine the Actuarially Determined Contribution amounts in the Schedule of Employer Contributions are calculated as of the most recent Valuation Date. The following actuarial methods and assumptions (from June 30, 2023 actuarial valuation) were used to determine contribution rates reported in that schedule for the year ending June 30, 2023:

Actuarial cost method	Entry age
Amortization method	Level dollar
Amortization period	30 years, open
Asset valuation method	Market Value of Assets
Price inflation	2.40 percent
Salary increases, including wage inflation	2.65 percent to 17.90 percent
Initial health care cost trend rate	
Medicare Supplemental Claims Pre-Medicare	6.50 percent
Ultimate health care cost trend rates	
Medicare Supplemental Claims Pre-Medicare	4.50 percent
Years of ultimate trend rates	
Medicare Supplemental Claims Pre-Medicare	2029
Long-term investment rate of return, net of pension plan investment expense, including price inflation	3.66 percent

{THIS PAGE WAS INTENTIONALLY LEFT BLANK}

## **REPORT ON COMPLIANCE AND INTERNAL CONTROL**

{THIS PAGE WAS INTENTIONALLY LEFT BLANK}





**Wolfe • McDuff & Oppie**  
CERTIFIED PUBLIC ACCOUNTANTS  
(A Professional Association)

Michelle Oppie Gist, CPA

Julia Whitley Johnson, CPA

Jesse J. Wolfe, CPA (1927-2009)

Grover B. McDuff, CPA (1923-2016)

Jack A. Oppie, CPA (1960-2014)

3103 Pascagoula Street • Pascagoula, MS 39567 • Phone: 228-762-6348 • Fax: 228-762-4498 • [www.wmocpas.com](http://www.wmocpas.com)

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

To the Board of Trustees  
First Regional Library System

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of First Regional Library System, as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise First Regional Library System's basic financial statements and have issued our report thereon dated April 08, 2024.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered First Regional Library System's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of First Regional Library System's internal control. Accordingly, we do not express an opinion on the effectiveness of the First Regional Library System's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether First Regional Library System's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Membership in:

American Institute of Certified Public Accountants • Mississippi Society of Certified Public Accountants  
AICPA Governmental Audit Quality Center • AICPA Center for Audit Quality • AICPA Employee Benefit Plan Audit Quality Center



America Counts on CPAs

**Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards***  
Page 2

**Purpose of this Report**

This purpose of this report solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Walf, McDuff + Oppi*

Pascagoula, Mississippi  
April 08, 2024



Post Office Box 1698  
Oxford, MS 38655  
662-234-9929  
1-800-230-9929  
Fax: 662-234-9305

July 12, 2024

Mayor Robyn Tannehill and Board of Aldermen  
City Hall  
107 Courthouse Square  
Oxford, MS 38655

Dear Mayor Tannehill and Board of Aldermen,

Please accept this package as a request for continued funding of Family Crisis Services of Northwest Mississippi, Inc. in the amount of \$25,000.00 annually. Family Crisis Services greatly appreciates the funds that the City of Oxford allocates each year to ensure the continued services for the citizens of our community. **Two of our largest federal funding sources – VOCA (Victims of Crime Act) and FVPSA (Family Violence Prevention and Services Act) require matching local funds for us to receive the federal funds for our community (a total of approximately \$100,000 in matching funds).** Through just these grant funds and community support we are able to provide comprehensive victim services to our community members free of charge, bringing nearly \$700,000 of federal and state funds to our community, which most stays here utilizing local vendors for operational needs, as well as provide employment to 11 individuals.

As most of you are aware, Family Crisis Services is the only non-profit organization in our city that specifically addresses and provides support services to victims of interpersonal violence (sexual assault, domestic violence, dating violence and homicide), and forensic interviewing of children suspected of abuse. Family Crisis Services is also a nationally accredited Children's Advocacy Center (through the National Children's Alliance)— one of only 11 in the state of Mississippi. Our staff and volunteers are available 24 hours a day/7 days a week to provide crisis intervention services over the phone and in person to residents of our community. In addition to providing assistance to victims, we often assist our local law enforcement in sexual assault investigations and child abuse investigations by being a part of the Sexual Assault Response Team for adult victims of sexual assault when they present at the hospital for a Rape Kit and by being a part of the Multidisciplinary Child Abuse Review Team by conducting forensic interviews of children of suspected abuse and by coordinating efforts among local law enforcement, Department of Human Services, and the District Attorney's office to ensure child cases of felonious abuse are handled efficiently. Family Crisis Services has also taken on Crisis Intervention Services and Advocacy Services for victims of Domestic Violence, since there is no longer a domestic violence shelter in Oxford.

In addition to our victim services, we provide a wide variety of primary prevention education programs to support individuals and the community at-large, as well as Community Wide Events: Halloween Spooktacular Safestop, and Party in the Park for Child Abuse Prevention Awareness Month. All which support the entire Oxford Community.

Enclosed you will find a comprehensive list of our services, agency information, as well as copies of our 2022-2023 annual audit, Board Members, and By-Laws.

If there is any additional information that we can provide you with, please do not hesitate to contact me.

Sincerely,

Lea Ann Lemmons Griffin  
Executive Director



NATIONAL  
CHILDREN'S  
ALLIANCE  
ACCREDITED  
MEMBER

24hr Crisis Intervention • Counseling • Legal Advocacy • Education





**Family Crisis Services of Northwest Mississippi, Inc.  
July 2023-June 2024 Statistics**

**Victim Services for Oxford/Lafayette County Clients**

**107 Individuals**

**(Sexual Assault, Child Abuse, Domestic Violence, Family Violence, and Homicide)**

**100+ Counseling Sessions and Crisis Intervention Sessions**

**Forensic Interviews for 30 Children**

**86 Children Served through Multidisciplinary Case Review**

**200+ Advocacy Sessions**

**400+ Information/Referral Services**

**18 Abuse Intervention and Prevention Programs Presented**

**Reaching over 2,000 Individuals**

**Special Community Events**

**Halloween Spooktacular Safestop– 600+ Individuals**

**Take Back the Night – 100+**

**Numerous Health Fairs**

**Child Abuse Prevention Month, Sexual Assault Awareness Month, Domestic Violence**

**Awareness Month, and Teen Dating Violence Awareness Month Campaigns**

**partnering with local community agencies and departments**

Family Crisis Services of Northwest Mississippi, Inc. receives grants for our victim services program that require a local cash match and Lafayette County funding will help support those grants to ensure that support services are available for victims of crime in our community. Without community support, Family Crisis Services would not be able to provide support services 24 hours a day/7 days a week/365 days a year to victims of crime – all free of charge.

Family Crisis Services will utilize City of Oxford 2022-2023 funds for our Victim Services program of the agency (Sexual Assault, Homicide, Child Abuse (Physical and Sexual), and Domestic Violence):

**Crisis Hotline - 24 Hour Crisis Intervention and Hospital Accompaniment for Victims of Sexual Assault**

If an assault has occurred within the past 96 hours a trained staff member and/or volunteer will meet the victim at the hospital to provide support and serve as a liaison while the victim undergoes the Sexual Assault Kit (evidence collection) and meets with Law Enforcement to give his/her statement of the assault.

**Counseling**

Trained, licensed therapists provide therapeutic treatment with treatment plans to victims of sexual assault and their family members on a weekly basis as determined by the client and the therapist.

**Forensic Interviews**

Children suspected of abuse (who have disclosed abuse) are interviewed by trained Forensic Interviews in a non-leading, non suggestive manner about the abuse, as a fact finding service for Law Enforcement and the Department of Human Services child protective workers.

**Victim Advocacy**

Trained staff and/or volunteers provide support as an educator and a liaison with victims throughout the legal process.

**Primary Prevention Education/Awareness Activities**

Trained staff provide prevention education services to the community at-large and specific groups (i.e. students, educators, professionals) regarding crime prevention and intervention on topics such as child abuse signs, date rape drugs, dating violence, and sexual assault prevention.

Halloween Spooktacular

Party in the Park

**Resource Library**

Family Crisis Services houses a resource library that community members and/or clients can check out materials regarding issues that they might be experiencing, but are not ready to speak to someone directly about. These materials are often used as supplemental information to direct services.

# **FAMILY CRISIS SERVICES OF NORTHWEST MISSISSIPPI, INC PRINCIPLES, VALUES, MISSION AND PHILOSOPHY**

## FOUNDING PRINCIPLES

Family Crisis Services of Northwest Mississippi, Inc. is founded on a set of beliefs which guide our decision making process and direction. It includes the following principles:

- Support of human rights for all people
- Support of a person's right to live a life free of violence and exploitation
- Support of a person's right to bodily integrity

Considering these principles, the goals of Family Crisis Services of Northwest Mississippi, Inc. are:

- To reduce the trauma of violence by providing immediate and long-term support of survivors, regardless of their age, race, sex, religious beliefs, socioeconomic status, disability, or sexual orientation;
- To educate the community about violence and related issues so that survivors will be treated with more sensitivity and the community will be more aware;
- To prevent violence by educating target populations

## VALUES OF FAMILY CRISIS SERVICES OF NORTHWEST MISSISSIPPI, INC.

### Societal

- Freedom from violence and exploitation as a basic right
- Opposition to the objectification of any individual in any form
- Commitment to equality for all people

### Organizational

- A willingness to listen to the views of others and a commitment to advocate with these individuals for the Center's values
- A commitment to recruit and provide an accepting environment to staff and board members reflecting the community's ethnic diversity
- A commitment to developing dialogue and relationships within the minority communities
- A commitment as a Board to group decision making processes that encourages the participation of all members
- Underlying all that we do is the commitment to the mutual respect and common direction of the Board and Staff of Family Crisis Services of Northwest Mississippi, Inc.



## MISSION

- Commitment to advocate for all victims regardless of socio-economic status, disability, age, sexual orientation, race, gender, or religious beliefs
- Commitment to confidentiality for the clients of the Center who desire it (within the constraints of reporting obligations)
- Commitment to a leadership role in providing clinical treatment to survivors and a commitment to make treatment available to those with limited means
- Commitment to the prevention of violence and a willingness to teach about the issues of violence
- Commitment to the empowerment of survivors, including recognition of the right of survivors to tell their stories
- Commitment to provide non-judgmental support of the people the agency serves
- Commitment to facilitate the prosecution of violent offenders
- Commitment to dramatically impact the crisis of adolescent pregnancy and sexually transmitted diseases

## PHILOSOPHY

Family Crisis Services of Northwest Mississippi, Inc. believes violence is a traumatic intrusion in the lives of human beings. We also believe sexual assault is an act of violence and aggression, not one of sexual gratification. While some forms of sexual assault are not obviously violent, they nevertheless involve force, coercion, or manipulation of the victim by the offender. Under these circumstances, the victim is forced to give up some control over his/her life. Victims can be anyone and regardless of the circumstances of the assault(s), they are never to blame. Family Crisis Services believes it is important for survivors of all types of violence to regain control of their lives. The agency will seek to empower them to make their own decisions through the recovery process. This includes but is not limited to such decisions as reporting to the police, seeking medical treatment and counseling.

## MISSION STATEMENT

Assist and support victims of violent crimes and to strengthen and stabilize families.

## History of Family Crisis Services of Northwest Mississippi, Inc.

- Founded in October 1992, by Georgia Nix Miller, as a Rape Crisis Center serving adult victims of sexual assault.
  - Strictly a volunteer agency – ran out of the basement of a home
  - No other agency in this area (10 Counties in our catchment area) were providing services to sexual assault victims
  - Primary Services Provided:
    - Crisis Hotline
    - Hospital Accompaniment
- In 1995, Rape Crisis Services received its first grant to run as a Rape Crisis Center and was able to hire staff.
  - Moved into 2 room office building
  - Expanded services to include:
    - Education
    - Advocacy
  - Began providing Prevention Education to the community(s)
- In 1997, Rape Crisis Services received funds to begin serving not only adult victims of sexual assault, but also adult survivors of childhood sexual abuse and child victims of sexual abuse
  - Moved into current location on Heritage Drive (only ½ of the current building though)
  - Established a Multidisciplinary Child Abuse Review Team in Lafayette County
- In 1999, Rape Crisis Services changed its name to Family Crisis Services of Northwest Mississippi, Inc. and began serving all victims of crime, including homicide victims.
  - Began providing forensic interviewing of children suspected of abuse
  - Began expanding the Multidisciplinary Child Abuse Review Team Program
    - 4 Teams – Lafayette, Marshall, Yalobusha, and Panola
- In 2000, Family Crisis Services of Northwest Mississippi, Inc. was named a Families First Resource Center
  - Moved into the other half of the current location on Heritage Drive
  - Expanded services to include
    - Family Support Services (i.e. Parenting Classes, and Teen Pregnancy Prevention)
- In 2001, Family Crisis Services of Northwest Mississippi, Inc. became an associate member of the National Children’s Advocacy Center
  - Continued to expand Multidisciplinary Child Abuse Review Team Program
- From 2002 – 2005, Family Crisis Services of Northwest Mississippi, Inc. continued to provide all of the previous mentioned services.
  - Expanded Family Support Services to include:
    - Fatherhood Program
    - Abstinence
    - Healthy Marriage Initiative
- In 2006, Family Crisis Services of Northwest Mississippi, Inc. had met the goal of establishing Multidisciplinary Teams in the northern half of Mississippi (43 Counties) and became an accredited member with the National Children’s Alliance.
- 2006 – Present, Family Crisis Services of Northwest Mississippi, Inc. continues to provide all of the above mentioned services.
- July 2013 - Present, Family Crisis Services of Northwest Mississippi, Inc. began providing services for Domestic Violence Victims, in an effort to provide a gap in services for our community.

# Family Crisis Services of Northwest Mississippi, Inc.

## Board of Directors

### Officers

Dixie Church, LSW, LMFT, *President*  
*Current Leave of Absence (as of 6/1/23)*  
Community Member  
268 CR 204  
Abbeville, MS 38601  
(662)234-1779  
[Djchurch2011@hotmail.com](mailto:Djchurch2011@hotmail.com)

Carnelia Fondren, *Vice President*  
*Acting President (as of 6/1/23)*  
Private Attorney  
904 North Lamar Boulevard  
Oxford, MS 38655  
(662) 236-1480  
[carfondren@yahoo.com](mailto:carfondren@yahoo.com)

Terry Richmond, *Treasurer*  
St. John's Catholic Church  
415 S 5th St  
Oxford, MS 38655  
(662) 234-6073  
[office@stjohnoxford.org](mailto:office@stjohnoxford.org)

### Members

Donnie Guest  
Hunter's Hollow Owner  
2602 West Oxford Loop  
Oxford, MS 38655  
(662) 234-5945  
[daghh@huntershollow.com](mailto:daghh@huntershollow.com)

Linda Taylor  
Community Member  
610 Royal Oaks Drive  
Oxford, MS 38655  
(662) 236-4797  
[linda.taylor210@gmail.com](mailto:linda.taylor210@gmail.com)

Steve Jubera  
Assistant District Attorney 17<sup>th</sup> District  
101 Eureka Street  
Batesville, MS 38606  
(662)563-6636  
[spjubera@yahoo.com](mailto:spjubera@yahoo.com)

Kerri McNatt  
Trainer, Communicare  
152 Highway 7 South  
Oxford, MS 38655  
(662)234-7521  
[kmcknatt@oxfordcommunicare.org](mailto:kmcknatt@oxfordcommunicare.org)

Shayla McGuire  
University Police Department  
PO Box 1848  
University, MS 38677  
(662)915-7234  
[slmccguir@olemiss.edu](mailto:slmccguir@olemiss.edu)

**FAMILY CRISIS SERVICES OF NORTHWEST MISSISSIPPI, INC.  
STATE OF MISSISSIPPI**

**BYLAWS:**

*(Adopted November 11, 1992, Revised August 18, 1999, July 24, 2002)*

**ARTICLE I: Name and Headquarters**

The name of this corporation is Family Crisis Services of Northwest Mississippi, Inc. It is a non-share, non-profit corporation formed under laws of the State of Mississippi. The principal mailing address of the corporation in the State of Mississippi shall be P.O. Box 1698, Oxford, Mississippi or at some other office, either within or without the State of Mississippi, as the Board of Directors may designate or as the business of the corporation may require from time to time.

**ARTICLE II: Statement of Purpose**

The purpose of Family Crisis Services of Northwest Mississippi, Inc. (FCS) is to provide support, counseling, referral, and information to victims of violence and their significant others, and to provide services to promote healthy families and communities. Serving as the catalyst through which legal, medical, governmental, and community-based agencies can coordinate and integrate their complementary services, FCS also provides education programs to the community concerning violence and healthy families.

**ARTICLE III: Board of Directors**

SECTION 1. FCS shall be governed by a Board of Directors composed of representatives or liaisons from as many of the following agencies as possible: Baptist Memorial Hospital-North Mississippi, Communicare Mental Health Center, District Attorney's Office, Lafayette County Sheriff's Department, Mississippi Bar Association, Oxford Police Department, University of Mississippi, and three representatives from the volunteers of the FCS. (Volunteers are individuals that have successfully completed volunteer training.)

The Executive Director shall nominate potential representatives for the Board of Directors with terms renewable every two years on a staggered basis. From these nominees a representative who is sensitive to the issues of violence shall be chosen by a majority vote of the board in June of each year.

Directors may designate a proxy to represent them at meetings they are unable to attend. The Director must notify the Executive Director prior to the meeting as to their designated proxy.

The number of directors and FCS designation of directors may be fixed from time to time by resolution of the Board of Directors.

SECTION 1. The Board of Directors shall meet at least once every quarter for the purpose of: 1) electing officers of the corporation and 2) for the transaction of such other business as may come before the meeting. Special meetings may be called by the Executive Director or by a consensus of fifty percent of the board members. Notice of the special meeting must be provided to each member of the Board no later than five (5) working days before the meeting.

SECTION 2. A quorum for the transaction of business at any regular or special meeting of the Board shall consist of at least fifty percent of the directors. A majority of such quorum shall decide any questions that may properly come before the meeting.

SECTION 3. The Board of Directors may authorize any officer or officers to enter into any contract or application. All checks, drafts, or other orders for the payment of money or evidence of indebtedness issued in the name of the corporation shall be signed by such officer or officers as the Board of Directors shall authorize by resolution.

SECTION 4: The Board of Directors may remove any Director that is not an Active Member at any time by a fifty percent vote of the Board of Directors. Notice of removal will be in writing with reasons stated.

SECTION 5. Responsibilities of Board of Directors

- 1) Determine and support FCS mission and purpose
- 2) Complete FCS Volunteer Training within the first year of service on the Board.
- 3) Select and review the performance of the Executive Director
- 4) Assist Executive Director as needed in employing such staff as necessary to execute the purposes of the corporation.
- 5) Review and assess FCS policies and procedures
- 6) Provide fiscal oversight and assist in the development of financial resources
- 7) Ensure effective organizational planning
- 8) Promote FCS in various venues with professional skills -- both within FCS and in the community
- 9) Attend FCS board and committee meetings

## ARTICLE IV: Officers

The Board of Directors' Officers shall consist of a President, Vice-President, Secretary, and Treasurer. The officers are to be elected at the June meeting each year

### SECTION 1: Duties of Officers

#### A. President – The President shall

- 1) Serve as the Chief Executive Officer
- 2) Serve as supervisor of the Executive Director
- 3) Serve as supervisor of FCS when Executive Director is unable to act
- 4) Supervise and control affairs of FCS subject to the responsibilities of the Board of Directors
- 5) Work with the Executive Director to prepare the agenda for Board Meetings
- 6) Preside at all FCS meetings
- 7) Appoint the chairpersons and members of ad-hoc committees
- 8) Serve as an ex-officio, non voting member of the Board of Directors
- 9) Perform all duties incident to the office and other duties as may be required by law, by the Articles of Incorporation, by these Bylaws, or which may be assigned from time to time by the Board of Directors.

#### B. Vice President – The Vice President shall

- 1) Assume the duties and responsibilities and exercise all powers of the President when the President is unavailable or otherwise unable to act.
- 2) Assume the office and duties of the President in the case of the resignation or termination of the President for the remainder of the elected term.
- 3) Support and assist the President in any designated task for FCS
- 4) Perform all duties incident to the office and other duties as may be required by law, by the Article of Incorporation, by these Bylaws, or which may be assigned from time to time by the Board of Directors.

#### C. Secretary – The Secretary shall

Keep records of all Executive Committee and Board of Directors Meetings.

- 1) Assure original corporate records are kept onsite at FCS
- 2) Assure that duplicate corporate records are kept at a separate site for term.
- 3) Perform such other duties as may be assigned by the President, the Executive Committee and/or Board of Directors
- 4) Assure that notifications for regular board meetings are made five (5) working days prior to meeting. Notification can be facilitated by mail, telephone and/or electronic mail.
- 5) Assure that notifications for emergency board or committee meetings are made by FCS five (5) working days in advance. Notification can be facilitated by mail, telephone and/or electronic mail.
- 6) Perform all duties incident to the office and other duties as may be required by law, by the Articles of Incorporation, by these Bylaws, or which may be assigned from time to time by the Board of Directors.



- D. Treasurer - The Treasurer shall
- 1) Assure an annual financial audit is performed.
  - 2) Assure that appropriate financial training is provided to FCS to allow for maintenance of financial records in accordance with generally accepted accounting principals.
  - 3) Review financial reports for approval by the Board of Directors.
  - 4) Review corporation's budget and budget revisions for approval by the Board of Directors.
  - 5) Assist Executive Director in proposing an annual budget to the board for approval.
  - 6) Assist Executive Director in proposing budget revisions to the Board of Directors for approval.
  - 7) Present to the board the annual financial statement as prepared by a certified public accountant.
  - 8) Perform all duties incident to the office and other duties as may be required by law, by the Article of Incorporation, by these Bylaws, or which may be assigned from time to time by the Board of Directors.

#### **ARTICLE V – Finances**

- A. The fiscal year of the corporation shall be from July 1 to June 30.
- B. The Board of Directors shall authorize the Executive Director and/or up to three members of the board, two of whom will be the President and Treasurer, to sign all checks.
- C. The Board of Directors shall authorize the Executive Director and/or the Officers to sign contracts. The President of the Board of Directors shall determine exceptions to this.

#### **ARTICLE VI – Powers**

These bylaws may be altered, amended, supplemented or repealed by the FCS Board of Directors at any regular or special meeting by a fifty percent vote. The proposed change(s) will be given in writing to each member in attendance and mailed to those members absent to be voted on at the next regular FCS Board of Directors meeting. Thus, an amendment will take no less time duration than two (2) meeting times.

#### **ARTICLE VII – Proceedings**

Robert's Rules of Order, Revised shall govern all parliamentary proceedings of FCS and any respective committees.

**ARTICLE IIX – Directors’ and Officers’ Liability Insurance**

FCS shall purchase and maintain insurance on behalf of officers and directors against any liability asserted against such persons whether or not the corporation would have the power to indemnify such officers and directors against such liability under the laws of the state of Mississippi.

**ARTICLE IX – Non-Profit Provisions**

FCS activities will be limited to those exempt purposes permitted by applicable rules and regulations of the Internal Revenue Service code dealing with tax-exempt organizations. The purposes for which FCS is organized are exclusively within the meaning of Section 501(c) (3) of the Internal Revenue Code of 1954 or the corresponding provision of any future United States Internal Revenue Law. Notwithstanding any other activities not permitted to be carried on by an organization exempt from federal income tax under Section 501 (c) (3) of the Internal Revenue Code of 1954 or the corresponding provision of any future United States Internal Revenue Law.

**ARTICLE X – Dissolution of the Corporation**

FCS may be dissolved by a fifty percent vote of the Board of Directors at any meeting called specifically to consider such dissolution. In the event of dissolution, the residual assets of FCS will be turned over to one or more organizations which themselves are exempt as organizations described in Sections 501 (c) (3) and 170 (c) (2) of the Internal Revenue Code of 1954 and corresponding sections of any prior of future Internal Revenue Code or to the Federal, State or local government for exclusive public purpose.

Date Adopted 7/24/02

Signatures

President Dipit J Chank  
Vice President Catherine Jordan  
Secretary William Jenkins  
Treasurer Lenny Richmond

JARRELL GROUP, PLLC  
111 E TROY ST., STE. C  
TUPELO, MS 38804

FAMILY CRISIS SERVICES OF NW MS  
P.O. BOX 1698  
OXFORD, MS 38655



Caution: Forms printed from within Adobe Acrobat products may not meet IRS or state taxing agency specifications. When using Acrobat, select the "Actual Size" in the Adobe "Print" dialog.

CLIENT'S COPY



111 E. TROY STREET, SUITE C  
TUPELO, MS 38804  
662 346-5801

MAY 14, 2024

FAMILY CRISIS SERVICES OF NW MS  
P.O. BOX 1698  
OXFORD, MS 38655

FAMILY CRISIS SERVICES OF NW MS:

ENCLOSED IS THE ORGANIZATION'S 2022 EXEMPT ORGANIZATION RETURN.

SPECIFIC FILING INSTRUCTIONS ARE AS FOLLOWS.

FORM 990 RETURN:

THIS RETURN HAS BEEN PREPARED FOR ELECTRONIC FILING. IF YOU WISH TO HAVE IT TRANSMITTED ELECTRONICALLY TO THE IRS, PLEASE SIGN, DATE, AND RETURN FORM 8879-TE TO OUR OFFICE. WE WILL THEN SUBMIT THE ELECTRONIC RETURN TO THE IRS. DO NOT MAIL A PAPER COPY OF THE RETURN TO THE IRS.

A COPY OF THE RETURN IS ENCLOSED FOR YOUR FILES. WE SUGGEST THAT YOU RETAIN THIS COPY INDEFINITELY.

SINCERELY,

JARRELL GROUP, PLLC

Form **8879-TE**

# IRS e-file Signature Authorization for a Tax Exempt Entity

OMB No. 1545-0047

For calendar year 2022, or fiscal year beginning JUL 1, 2022, and ending JUN 30, 2023

# 2022

Department of the Treasury  
Internal Revenue Service

**Do not send to the IRS. Keep for your records.**  
Go to [www.irs.gov/Form8879TE](http://www.irs.gov/Form8879TE) for the latest information.

Name of filer

**FAMILY CRISIS SERVICES OF NW MS**

EIN or SSN

**64-0820421**

Name and title of officer or person subject to tax

**LEA ANNE LEMMONS GRIFFIN  
EXECUTIVE DIRECTOR**

## Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a, or 10a below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b, or 10b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not complete more than one line in Part I.**

<b>1a</b> Form 990 check here	<input checked="" type="checkbox"/>	<b>b Total revenue</b> , if any (Form 990, Part VIII, column (A), line 12)	<b>1b</b> <u>787,001.</u>
<b>2a</b> Form 990-EZ check here	<input type="checkbox"/>	<b>b Total revenue</b> , if any (Form 990-EZ, line 9)	<b>2b</b> _____
<b>3a</b> Form 1120-POL check here	<input type="checkbox"/>	<b>b Total tax</b> (Form 1120-POL, line 22)	<b>3b</b> _____
<b>4a</b> Form 990-PF check here	<input type="checkbox"/>	<b>b Tax based on investment income</b> (Form 990-PF, Part V, line 5)	<b>4b</b> _____
<b>5a</b> Form 8868 check here	<input type="checkbox"/>	<b>b Balance due</b> (Form 8868, line 3c)	<b>5b</b> _____
<b>6a</b> Form 990-T check here	<input type="checkbox"/>	<b>b Total tax</b> (Form 990-T, Part III, line 4)	<b>6b</b> _____
<b>7a</b> Form 4720 check here	<input type="checkbox"/>	<b>b Total tax</b> (Form 4720, Part III, line 1)	<b>7b</b> _____
<b>8a</b> Form 5227 check here	<input type="checkbox"/>	<b>b FMV of assets at end of tax year</b> (Form 5227, Item D)	<b>8b</b> _____
<b>9a</b> Form 5330 check here	<input type="checkbox"/>	<b>b Tax due</b> (Form 5330, Part II, line 19)	<b>9b</b> _____
<b>10a</b> Form 8038-CP check here	<input type="checkbox"/>	<b>b Amount of credit payment requested</b> (Form 8038-CP, Part III, line 22)	<b>10b</b> _____

## Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that  I am an officer of the above entity or  I am a person subject to tax with respect to (name of entity) \_\_\_\_\_, (EIN) \_\_\_\_\_ and that I have examined a copy of the 2022 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

### PIN: check one box only

I authorize JARRELL GROUP, PLLC to enter my PIN 38802  
ERO firm name Enter five numbers, but do not enter all zeros

as my signature on the tax year 2022 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2022 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax

Date

## Part III Certification and Authentication

**ERO's EFIN/PIN.** Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

**64844738801**

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2022 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163**, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature

Date 05/14/24

**ERO Must Retain This Form - See Instructions**

**Do Not Submit This Form to the IRS Unless Requested To Do So**

LHA For Privacy Act and Paperwork Reduction Act Notice, see instructions.

Form **8879-TE** (2022)



# Application for Automatic Extension of Time To File an Exempt Organization Return

Department of the Treasury  
Internal Revenue Service

▶ **File a separate application for each return.**  
▶ **Go to [www.irs.gov/Form8868](http://www.irs.gov/Form8868) for the latest information.**

**Electronic filing (e-file).** You can electronically file Form 8868 to request a 6-month automatic extension of time to file any of the forms listed below with the exception of Form 8870, Information Return for Transfers Associated With Certain Personal Benefit Contracts, for which an extension request must be sent to the IRS in paper format (see instructions). For more details on the electronic filing of this form, visit [www.irs.gov/e-file-providers/e-file-for-charities-and-non-profits](http://www.irs.gov/e-file-providers/e-file-for-charities-and-non-profits).

**Automatic 6-Month Extension of Time.** Only submit original (no copies needed).

All corporations required to file an income tax return other than Form 990-T (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

<b>Type or print</b>	Name of exempt organization or other filer, see instructions. <b>FAMILY CRISIS SERVICES OF NW MS</b>	Taxpayer identification number (TIN) <b>64-0820421</b>
File by the due date for filing your return. See instructions.	Number, street, and room or suite no. If a P.O. box, see instructions. <b>P.O. BOX 1698</b>	
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. <b>OXFORD, MS 38655</b>	

Enter the Return Code for the return that this application is for (file a separate application for each return) 0 | 1

Application Is For	Return Code	Application Is For	Return Code
Form 990 or Form 990-EZ	01	Form 1041-A	08
Form 4720 (individual)	03	Form 4720 (other than individual)	09
Form 990-PF	04	Form 5227	10
Form 990-T (sec. 401(a) or 408(a) trust)	05	Form 6069	11
Form 990-T (trust other than above)	06	Form 8870	12
Form 990-T (corporation)	07		

**PATRICIA GUIDROZ**

• The books are in the care of ▶ **503 HERITAGE DR. - OXFORD, MS 38655**

Telephone No. ▶ **662-234-9929** Fax No. ▶ \_\_\_\_\_

- If the organization does not have an office or place of business in the United States, check this box
- If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) \_\_\_\_\_. If this is for the whole group, check this box . If it is for part of the group, check this box  and attach a list with the names and TINs of all members the extension is for.

**1** I request an automatic 6-month extension of time until **MAY 15, 2024**, to file the exempt organization return for the organization named above. The extension is for the organization's return for:  
 ▶  calendar year \_\_\_\_\_ or  
 ▶  tax year beginning **JUL 1, 2022**, and ending **JUN 30, 2023**.

**2** If the tax year entered in line 1 is for less than 12 months, check reason:  Initial return  Final return  
 Change in accounting period

<b>3a</b> If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	<b>3a</b>	\$	0.
<b>b</b> If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit.	<b>3b</b>	\$	0.
<b>c Balance due.</b> Subtract line 3b from line 3a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	<b>3c</b>	\$	0.

**Caution:** If you are going to make an electronic funds withdrawal (direct debit) with this Form 8868, see Form 8453-TE and Form 8879-TE for payment instructions.

# Return of Organization Exempt From Income Tax

OMB No. 1545-0047

Form **990**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

**2022**

Department of the Treasury  
Internal Revenue Service

Do not enter social security numbers on this form as it may be made public.

Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

Open to Public Inspection

**A** For the 2022 calendar year, or tax year beginning **JUL 1, 2022** and ending **JUN 30, 2023**

<b>B</b> Check if applicable:  <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<b>C</b> Name of organization <b>FAMILY CRISIS SERVICES OF NW MS</b> Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite <b>P.O. BOX 1698</b> City or town, state or province, country, and ZIP or foreign postal code <b>OXFORD, MS 38655</b> <b>F</b> Name and address of principal officer: <b>LEA ANNE LEMMONS GRIFFIN</b> <b>SAME AS C ABOVE</b>	<b>D</b> Employer identification number <b>64-0820421</b> <b>E</b> Telephone number <b>662-234-9929</b> <b>G</b> Gross receipts \$ <b>787,001.</b> <b>H(a)</b> Is this a group return for subordinates? ..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>H(b)</b> Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions <b>H(c)</b> Group exemption number
<b>I</b> Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		
<b>J</b> Website:		
<b>K</b> Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other		<b>L</b> Year of formation: <b>1992</b>
<b>M</b> State of legal domicile: <b>MS</b>		

**Part I Summary**

	<b>1</b> Briefly describe the organization's mission or most significant activities: <b>TO REDUCE THE TRAUMA OF VIOLENCE</b>			
Activities & Governance	<b>2</b> Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.			
	<b>3</b> Number of voting members of the governing body (Part VI, line 1a)	<b>3</b>		<b>5</b>
	<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b)	<b>4</b>		<b>5</b>
	<b>5</b> Total number of individuals employed in calendar year 2022 (Part V, line 2a)	<b>5</b>		<b>11</b>
	<b>6</b> Total number of volunteers (estimate if necessary)	<b>6</b>		<b>15</b>
	<b>7 a</b> Total unrelated business revenue from Part VIII, column (C), line 12	<b>7a</b>		<b>0.</b>
	<b>b</b> Net unrelated business taxable income from Form 990-T, Part I, line 11	<b>7b</b>		<b>0.</b>
Revenue	<b>8</b> Contributions and grants (Part VIII, line 1h)	<b>848,277.</b>	<b>Prior Year</b>	<b>786,980.</b>
	<b>9</b> Program service revenue (Part VIII, line 2g)	<b>0.</b>		<b>0.</b>
	<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d)	<b>0.</b>		<b>0.</b>
	<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	<b>2.</b>		<b>21.</b>
	<b>12</b> Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<b>848,279.</b>		<b>787,001.</b>
	Expenses	<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1-3)	<b>0.</b>	
<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4)		<b>0.</b>		<b>0.</b>
<b>15</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)		<b>663,456.</b>		<b>544,242.</b>
<b>16a</b> Professional fundraising fees (Part IX, column (A), line 11e)		<b>0.</b>		<b>0.</b>
<b>b</b> Total fundraising expenses (Part IX, column (D), line 25)		<b>0.</b>		
<b>17</b> Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)		<b>156,345.</b>		<b>171,062.</b>
<b>18</b> Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	<b>819,801.</b>		<b>715,304.</b>	
<b>19</b> Revenue less expenses. Subtract line 18 from line 12	<b>28,478.</b>		<b>71,697.</b>	
Net Assets or Fund Balances	<b>20</b> Total assets (Part X, line 16)	<b>385,991.</b>	<b>Beginning of Current Year</b>	<b>444,350.</b>
	<b>21</b> Total liabilities (Part X, line 26)	<b>45,201.</b>		<b>31,863.</b>
	<b>22</b> Net assets or fund balances. Subtract line 21 from line 20	<b>340,790.</b>		<b>412,487.</b>

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

<b>Sign Here</b>	Signature of officer <b>LEA ANNE LEMMONS GRIFFIN, EXECUTIVE DIRECTOR</b>	Date	
	Type or print name and title		
<b>Paid Preparer Use Only</b>	Print/Type preparer's name <b>PAUL G JARRELL</b>	Preparer's signature <b>PAUL G JARRELL</b>	Date <b>05/14/24</b>
	Firm's name <b>JARRELL GROUP, PLLC</b>	Check if self-employed <input checked="" type="checkbox"/>	PTIN <b>P00479223</b>
	Firm's address <b>111 E TROY ST., STE. C TUPELO, MS 38804</b>	Firm's EIN <b>82-4707392</b>	Phone no. <b>662 346-5801</b>

May the IRS discuss this return with the preparer shown above? See instructions  Yes  No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission: TO REDUCE THE TRAUMA OF VIOLENCE.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? Yes No

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? Yes No

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses.

4a (Code: ) (Expenses \$ 636,547. including grants of \$ ) (Revenue \$ ) VOCA SERVES CLIENTS FOR VARIOUS TYPES OF VICTIMIZATION INCLUDING CRISIS COUNSELING AND THERAPY AND TRAINING OF VOLUNTEERS TO ASSIST IN CLIENT SERVICE.

4b (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ ) CHILDREN'T ADVOCACY CENTERS MULTI-DISCIPLINARY TEAM MDT ENHANCEMENT.

4c (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ ) FAMILY VIOLENCE PREVENTION SERVICES.

4d Other program services (Describe on Schedule O.) (Expenses \$ including grants of \$ ) (Revenue \$ )

4e Total program service expenses 636,547.

**Part IV Checklist of Required Schedules**

	Yes	No
<b>1</b> Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i> .....	<b>1</b> X	
<b>2</b> Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ? See instructions .....	<b>2</b>	X
<b>3</b> Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i> .....	<b>3</b>	X
<b>4 Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i> .....	<b>4</b>	X
<b>5</b> Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? <i>If "Yes," complete Schedule C, Part III</i> .....	<b>5</b>	X
<b>6</b> Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i> .....	<b>6</b>	X
<b>7</b> Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i> .....	<b>7</b>	X
<b>8</b> Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i> .....	<b>8</b>	X
<b>9</b> Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i> .....	<b>9</b>	X
<b>10</b> Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V</i> .....	<b>10</b>	X
<b>11</b> If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.		
<b>a</b> Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i> .....	<b>11a</b> X	
<b>b</b> Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i> .....	<b>11b</b>	X
<b>c</b> Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i> .....	<b>11c</b>	X
<b>d</b> Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i> .....	<b>11d</b>	X
<b>e</b> Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i> .....	<b>11e</b>	X
<b>f</b> Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i> .....	<b>11f</b>	X
<b>12a</b> Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i> .....	<b>12a</b>	X
<b>b</b> Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i> .....	<b>12b</b>	X
<b>13</b> Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i> .....	<b>13</b>	X
<b>14a</b> Did the organization maintain an office, employees, or agents outside of the United States? .....	<b>14a</b>	X
<b>b</b> Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i> .....	<b>14b</b>	X
<b>15</b> Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i> .....	<b>15</b>	X
<b>16</b> Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i> .....	<b>16</b>	X
<b>17</b> Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I.</i> See instructions .....	<b>17</b>	X
<b>18</b> Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i> .....	<b>18</b>	X
<b>19</b> Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i> .....	<b>19</b>	X
<b>20a</b> Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i> .....	<b>20a</b>	X
<b>b</b> If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return? .....	<b>20b</b>	
<b>21</b> Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i> .....	<b>21</b>	X

**Part IV Checklist of Required Schedules** (continued)

	Yes	No
<b>22</b> Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i> .....		X
<b>23</b> Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i> .....		X
<b>24a</b> Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i> .....		X
<b>b</b> Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception? .....		
<b>c</b> Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds? .....		
<b>d</b> Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year? .....		
<b>25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.</b> Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i> .....		X
<b>b</b> Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i> .....		X
<b>26</b> Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part II</i> .....		X
<b>27</b> Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i> .....		X
<b>28</b> Was the organization a party to a business transaction with one of the following parties (see the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions):		
<b>a</b> A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If "Yes," complete Schedule L, Part IV</i> .....		X
<b>b</b> A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i> .....		X
<b>c</b> A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? <i>If "Yes," complete Schedule L, Part IV</i> .....		X
<b>29</b> Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i> .....		X
<b>30</b> Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i> .....		X
<b>31</b> Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i> .....		X
<b>32</b> Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i> .....		X
<b>33</b> Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i> .....		X
<b>34</b> Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i> .....		X
<b>35a</b> Did the organization have a controlled entity within the meaning of section 512(b)(13)? .....		X
<b>b</b> If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i> .....		
<b>36 Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i> .....		X
<b>37</b> Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i> .....		X
<b>38</b> Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? .....	X	

**Note:** All Form 990 filers are required to complete Schedule O

**Part V Statements Regarding Other IRS Filings and Tax Compliance**

Check if Schedule O contains a response or note to any line in this Part V

	Yes	No
<b>1a</b> Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable .....		
<b>b</b> Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable .....		
<b>c</b> Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners? .....		

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

Table with columns for question number, question text, and Yes/No response boxes. Includes questions 2a through 17 regarding employee reporting, tax shelter transactions, and charitable contributions.



**Part VI Governance, Management, and Disclosure.** For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI

**Section A. Governing Body and Management**

		Yes	No
<b>1a</b>	Enter the number of voting members of the governing body at the end of the tax year If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.		
<b>1b</b>	Enter the number of voting members included on line 1a, above, who are independent		
<b>2</b>	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		X
<b>3</b>	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?		X
<b>4</b>	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		X
<b>5</b>	Did the organization become aware during the year of a significant diversion of the organization's assets?		X
<b>6</b>	Did the organization have members or stockholders?		X
<b>7a</b>	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?		X
<b>7b</b>	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		X
<b>8</b>	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
<b>8a</b>	The governing body?	X	
<b>8b</b>	Each committee with authority to act on behalf of the governing body?	X	
<b>9</b>	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O		X

**Section B. Policies** (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
<b>10a</b>	Did the organization have local chapters, branches, or affiliates?		X
<b>10b</b>	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
<b>11a</b>	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	X	
<b>11b</b>	Describe on Schedule O the process, if any, used by the organization to review this Form 990.		
<b>12a</b>	Did the organization have a written conflict of interest policy? If "No," go to line 13		X
<b>12b</b>	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?		
<b>12c</b>	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe on Schedule O how this was done		
<b>13</b>	Did the organization have a written whistleblower policy?		X
<b>14</b>	Did the organization have a written document retention and destruction policy?	X	
<b>15</b>	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
<b>15a</b>	The organization's CEO, Executive Director, or top management official		X
<b>15b</b>	Other officers or key employees of the organization		X
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.		
<b>16a</b>	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		X
<b>16b</b>	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		

**Section C. Disclosure**

- 17** List the states with which a copy of this Form 990 is required to be filed NONE
- 18** Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.  
 Own website     Another's website     Upon request     Other (explain on Schedule O)
- 19** Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20** State the name, address, and telephone number of the person who possesses the organization's books and records  
**PATRICIA GUIDROZ - 662-234-9929**  
**503 HERITAGE DR., OXFORD, MS 38655**

**Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response or note to any line in this Part VII

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

**1a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
  - List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."
  - List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than \$100,000 from the organization and any related organizations.
  - List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
  - List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.
- See the instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) DIXIE CHURCH PRESIDENT	2.00			X				0.	0.	0.
(2) CARNELIA FONDREN VICE PRESIDENT	2.00			X				0.	0.	0.
(3) TERRY RICHMOND TREASURER	2.00			X				0.	0.	0.
(4) LINDA TAYLOR DIRECTOR	2.00	X						0.	0.	0.
(5) DONNIE GUEST DIRECTOR	0.00	X						0.	0.	0.
(6) STEVE JUBERA DIRECTOR	2.00	X						0.	0.	0.
(7) KERRI MCNATT DIRECTOR	2.00	X						0.	0.	0.
(8) SHAYLA MCGUIRE DIRECTOR	2.00	X						0.	0.	0.

**Part VII** Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
<b>1b Subtotal</b> .....								0.	0.	0.
<b>c Total from continuation sheets to Part VII, Section A</b> .....								0.	0.	0.
<b>d Total (add lines 1b and 1c)</b> .....								0.	0.	0.

**2** Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization 1

	Yes	No
<b>3</b> Did the organization list any <b>former</b> officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i> .....		X
<b>4</b> For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i> .....		X
<b>5</b> Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i> .....		X

**Section B. Independent Contractors**

**1** Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
NONE		

**2** Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization 0

**Part VIII Statement of Revenue**

Check if Schedule O contains a response or note to any line in this Part VIII

			(A)	(B)	(C)	(D)	
			Total revenue	Related or exempt function revenue	Unrelated business revenue	Revenue excluded from tax under sections 512 - 514	
Contributions, Gifts, Grants and Other Similar Amounts	<b>1 a</b>	Federated campaigns .....	<b>1a</b>				
	<b>b</b>	Membership dues .....	<b>1b</b>				
	<b>c</b>	Fundraising events .....	<b>1c</b>				
	<b>d</b>	Related organizations .....	<b>1d</b>				
	<b>e</b>	Government grants (contributions) .....	<b>1e</b>	760,355.			
	<b>f</b>	All other contributions, gifts, grants, and similar amounts not included above ...	<b>1f</b>	26,625.			
	<b>g</b>	Noncash contributions included in lines 1a-1f .....	<b>1g</b>	\$			
	<b>h</b>	<b>Total.</b> Add lines 1a-1f .....		786,980.			
Program Service Revenue	<b>2 a</b>	_____	<b>Business Code</b>				
	<b>b</b>	_____					
	<b>c</b>	_____					
	<b>d</b>	_____					
	<b>e</b>	_____					
	<b>f</b>	All other program service revenue .....					
	<b>g</b>	<b>Total.</b> Add lines 2a-2f .....					
Other Revenue	<b>3</b>	Investment income (including dividends, interest, and other similar amounts) .....					
	<b>4</b>	Income from investment of tax-exempt bond proceeds .....					
	<b>5</b>	Royalties .....					
	<b>6 a</b>	Gross rents .....	<b>6a</b>	(i) Real	(ii) Personal		
	<b>b</b>	Less: rental expenses ...	<b>6b</b>				
	<b>c</b>	Rental income or (loss)	<b>6c</b>				
	<b>d</b>	Net rental income or (loss) .....					
	<b>7 a</b>	Gross amount from sales of assets other than inventory .....	<b>7a</b>	(i) Securities	(ii) Other		
	<b>b</b>	Less: cost or other basis and sales expenses .....	<b>7b</b>				
	<b>c</b>	Gain or (loss) .....	<b>7c</b>				
	<b>d</b>	Net gain or (loss) .....					
<b>8 a</b>	Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18 .....	<b>8a</b>					
<b>b</b>	Less: direct expenses .....	<b>8b</b>					
<b>c</b>	Net income or (loss) from fundraising events .....						
<b>9 a</b>	Gross income from gaming activities. See Part IV, line 19 .....	<b>9a</b>					
<b>b</b>	Less: direct expenses .....	<b>9b</b>					
<b>c</b>	Net income or (loss) from gaming activities .....						
<b>10 a</b>	Gross sales of inventory, less returns and allowances .....	<b>10a</b>					
<b>b</b>	Less: cost of goods sold .....	<b>10b</b>					
<b>c</b>	Net income or (loss) from sales of inventory .....						
Miscellaneous Revenue	<b>11 a</b>	<b>OTHER INCOME</b>	<b>Business Code</b>				
	<b>b</b>	_____	900099	21.	21.		
	<b>c</b>	_____					
	<b>d</b>	All other revenue .....					
	<b>e</b>	<b>Total.</b> Add lines 11a-11d .....		21.			
<b>12</b>	<b>Total revenue.</b> See instructions .....		787,001.	21.	0.	0.	

**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
<b>1</b> Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21 ...				
<b>2</b> Grants and other assistance to domestic individuals. See Part IV, line 22 .....				
<b>3</b> Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16 .....				
<b>4</b> Benefits paid to or for members .....				
<b>5</b> Compensation of current officers, directors, trustees, and key employees .....				
<b>6</b> Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B) .....				
<b>7</b> Other salaries and wages .....	419,244.	373,197.	46,047.	
<b>8</b> Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
<b>9</b> Other employee benefits .....	89,774.	79,301.	10,473.	
<b>10</b> Payroll taxes .....	35,224.	31,702.	3,522.	
<b>11</b> Fees for services (nonemployees):				
<b>a</b> Management .....				
<b>b</b> Legal .....				
<b>c</b> Accounting .....				
<b>d</b> Lobbying .....				
<b>e</b> Professional fundraising services. See Part IV, line 17				
<b>f</b> Investment management fees .....				
<b>g</b> Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Sch O.)				
<b>12</b> Advertising and promotion .....	21,517.	21,517.		
<b>13</b> Office expenses .....	18,953.	18,005.	948.	
<b>14</b> Information technology .....				
<b>15</b> Royalties .....				
<b>16</b> Occupancy .....	45,600.	43,320.	2,280.	
<b>17</b> Travel .....	10,275.	9,761.	514.	
<b>18</b> Payments of travel or entertainment expenses for any federal, state, or local public officials ...				
<b>19</b> Conferences, conventions, and meetings .....				
<b>20</b> Interest .....				
<b>21</b> Payments to affiliates .....				
<b>22</b> Depreciation, depletion, and amortization .....	6,597.	6,267.	330.	
<b>23</b> Insurance .....	10,586.	10,057.	529.	
<b>24</b> Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
<b>a</b> <b>OUTSIDE CONTRACT</b>	22,243.	22,243.		
<b>b</b> <b>PROFESSIONAL FEES</b>	7,750.		7,750.	
<b>c</b> <b>DUES &amp; SUBSCRIPTIONS</b>	5,250.		5,250.	
<b>d</b> <b>UTILITIES</b>	5,079.	4,825.	254.	
<b>e</b> All other expenses .....	17,212.	16,352.	860.	
<b>25</b> <b>Total functional expenses.</b> Add lines 1 through 24e	715,304.	636,547.	78,757.	0.
<b>26</b> <b>Joint costs.</b> Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

**Part X Balance Sheet**

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
<b>Assets</b>	<b>1</b> Cash - non-interest-bearing .....	211,917.	<b>1</b>	210,997.
	<b>2</b> Savings and temporary cash investments .....		<b>2</b>	
	<b>3</b> Pledges and grants receivable, net .....	145,484.	<b>3</b>	211,360.
	<b>4</b> Accounts receivable, net .....		<b>4</b>	
	<b>5</b> Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons .....		<b>5</b>	
	<b>6</b> Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B) .....		<b>6</b>	
	<b>7</b> Notes and loans receivable, net .....		<b>7</b>	
	<b>8</b> Inventories for sale or use .....		<b>8</b>	
	<b>9</b> Prepaid expenses and deferred charges .....		<b>9</b>	
	<b>10a</b> Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D .....	<b>10a</b> 114,787.		
	<b>b</b> Less: accumulated depreciation .....	<b>10b</b> 92,794.	28,590.	<b>10c</b> 21,993.
	<b>11</b> Investments - publicly traded securities .....		<b>11</b>	
	<b>12</b> Investments - other securities. See Part IV, line 11 .....		<b>12</b>	
	<b>13</b> Investments - program-related. See Part IV, line 11 .....		<b>13</b>	
	<b>14</b> Intangible assets .....		<b>14</b>	
	<b>15</b> Other assets. See Part IV, line 11 .....		<b>15</b>	
<b>16 Total assets.</b> Add lines 1 through 15 (must equal line 33) .....		385,991.	<b>16</b>	444,350.
<b>Liabilities</b>	<b>17</b> Accounts payable and accrued expenses .....	45,201.	<b>17</b>	31,863.
	<b>18</b> Grants payable .....		<b>18</b>	
	<b>19</b> Deferred revenue .....		<b>19</b>	
	<b>20</b> Tax-exempt bond liabilities .....		<b>20</b>	
	<b>21</b> Escrow or custodial account liability. Complete Part IV of Schedule D .....		<b>21</b>	
	<b>22</b> Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons .....		<b>22</b>	
	<b>23</b> Secured mortgages and notes payable to unrelated third parties .....		<b>23</b>	
	<b>24</b> Unsecured notes and loans payable to unrelated third parties .....		<b>24</b>	
	<b>25</b> Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D .....		<b>25</b>	
	<b>26 Total liabilities.</b> Add lines 17 through 25 .....		45,201.	<b>26</b>
<b>Net Assets or Fund Balances</b>	<b>Organizations that follow FASB ASC 958, check here</b> <input checked="" type="checkbox"/> <b>and complete lines 27, 28, 32, and 33.</b>			
	<b>27</b> Net assets without donor restrictions .....	340,790.	<b>27</b>	412,487.
	<b>28</b> Net assets with donor restrictions .....		<b>28</b>	
	<b>Organizations that do not follow FASB ASC 958, check here</b> <input type="checkbox"/> <b>and complete lines 29 through 33.</b>			
	<b>29</b> Capital stock or trust principal, or current funds .....		<b>29</b>	
	<b>30</b> Paid-in or capital surplus, or land, building, or equipment fund .....		<b>30</b>	
	<b>31</b> Retained earnings, endowment, accumulated income, or other funds .....		<b>31</b>	
	<b>32</b> Total net assets or fund balances .....	340,790.	<b>32</b>	412,487.
	<b>33</b> Total liabilities and net assets/fund balances .....	385,991.	<b>33</b>	444,350.



**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	787,001.
2	Total expenses (must equal Part IX, column (A), line 25)	2	715,304.
3	Revenue less expenses. Subtract line 2 from line 1	3	71,697.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	340,790.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	412,487.

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response or note to any line in this Part XII

		Yes	No
1	Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other		
If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant?		X
If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both:			
<input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis			
2b	Were the organization's financial statements audited by an independent accountant?	X	
If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both:			
<input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis			
2c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	X	
If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.			
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F?		X
3b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits		

SCHEDULE A (Form 990)

Department of the Treasury Internal Revenue Service

Public Charity Status and Public Support Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust. Attach to Form 990 or Form 990-EZ. Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2022

Open to Public Inspection

Name of the organization FAMILY CRISIS SERVICES OF NW MS Employer identification number 64-0820421

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in section 170(b)(1)(A)(i).
2 A school described in section 170(b)(1)(A)(ii).
3 A hospital or a cooperative hospital service organization described in section 170(b)(1)(A)(iii).
4 A medical research organization operated in conjunction with a hospital described in section 170(b)(1)(A)(iii).
5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in section 170(b)(1)(A)(iv).
6 A federal, state, or local government or governmental unit described in section 170(b)(1)(A)(v).
7 X An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in section 170(b)(1)(A)(vi).
8 A community trust described in section 170(b)(1)(A)(vi).
9 An agricultural research organization described in section 170(b)(1)(A)(ix) operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture.
10 An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions...
11 An organization organized and operated exclusively to test for public safety.
12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2).
a Type I. A supporting organization operated, supervised, or controlled by its supported organization(s)...
b Type II. A supporting organization supervised or controlled in connection with its supported organization(s)...
c Type III functionally integrated. A supporting organization operated in connection with, and functionally integrated with, its supported organization(s)...
d Type III non-functionally integrated. A supporting organization operated in connection with its supported organization(s) that is not functionally integrated...
e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
f Enter the number of supported organizations
g Provide the following information about the supported organization(s).

Table with 6 columns: (i) Name of supported organization, (ii) EIN, (iii) Type of organization, (iv) Is the organization listed in your governing document?, (v) Amount of monetary support, (vi) Amount of other support. Includes a Total row at the bottom.

**Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.") .....	845,546.	942,609.	910,131.	848,277.	786,980.	4333543.
<b>2</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf .....						
<b>3</b> The value of services or facilities furnished by a governmental unit to the organization without charge .....						
<b>4 Total.</b> Add lines 1 through 3 .....	845,546.	942,609.	910,131.	848,277.	786,980.	4333543.
<b>5</b> The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f) .....						
<b>6 Public support.</b> Subtract line 5 from line 4.						4333543.

**Section B. Total Support**

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
<b>7</b> Amounts from line 4 .....	845,546.	942,609.	910,131.	848,277.	786,980.	4333543.
<b>8</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources .....	100.	63.	66.	2.	21.	252.
<b>9</b> Net income from unrelated business activities, whether or not the business is regularly carried on .....						
<b>10</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) .....						
<b>11 Total support.</b> Add lines 7 through 10						4333795.
<b>12</b> Gross receipts from related activities, etc. (see instructions) .....					12	
<b>13 First 5 years.</b> If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and <b>stop here</b> .....						<input type="checkbox"/>

**Section C. Computation of Public Support Percentage**

<b>14</b> Public support percentage for 2022 (line 6, column (f), divided by line 11, column (f)) .....	<b>14</b>	99.99 %
<b>15</b> Public support percentage from 2021 Schedule A, Part II, line 14 .....	<b>15</b>	99.99 %
<b>16a 33 1/3% support test - 2022.</b> If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization .....		<input checked="" type="checkbox"/>
<b>b 33 1/3% support test - 2021.</b> If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization .....		<input type="checkbox"/>
<b>17a 10% -facts-and-circumstances test - 2022.</b> If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and <b>stop here.</b> Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization .....		<input type="checkbox"/>
<b>b 10% -facts-and-circumstances test - 2021.</b> If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and <b>stop here.</b> Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization .....		<input type="checkbox"/>
<b>18 Private foundation.</b> If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions .....		<input type="checkbox"/>

**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.") .....						
<b>2</b> Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
<b>3</b> Gross receipts from activities that are not an unrelated trade or business under section 513 .....						
<b>4</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf .....						
<b>5</b> The value of services or facilities furnished by a governmental unit to the organization without charge ...						
<b>6 Total.</b> Add lines 1 through 5 .....						
<b>7a</b> Amounts included on lines 1, 2, and 3 received from disqualified persons						
<b>b</b> Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year .....						
<b>c</b> Add lines 7a and 7b .....						
<b>8 Public support.</b> (Subtract line 7c from line 6.)						

**Section B. Total Support**

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
<b>9</b> Amounts from line 6 .....						
<b>10a</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources ...						
<b>b</b> Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975 .....						
<b>c</b> Add lines 10a and 10b .....						
<b>11</b> Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on .....						
<b>12</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) .....						
<b>13 Total support.</b> (Add lines 9, 10c, 11, and 12.)						

**14 First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here**

**Section C. Computation of Public Support Percentage**

<b>15</b> Public support percentage for 2022 (line 8, column (f), divided by line 13, column (f)) .....	<b>15</b>	%
<b>16</b> Public support percentage from 2021 Schedule A, Part III, line 15 .....	<b>16</b>	%

**Section D. Computation of Investment Income Percentage**

<b>17</b> Investment income percentage for 2022 (line 10c, column (f), divided by line 13, column (f)) .....	<b>17</b>	%
<b>18</b> Investment income percentage from 2021 Schedule A, Part III, line 17 .....	<b>18</b>	%

**19a 33 1/3% support tests - 2022.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

**b 33 1/3% support tests - 2021.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

**20 Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

**Part IV Supporting Organizations**

(Complete only if you checked a box on line 12 of Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

**Section A. All Supporting Organizations**

	Yes	No
<b>1</b> Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
<b>2</b> Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
<b>3a</b> Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer lines 3b and 3c below.</i>		
<b>b</b> Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
<b>c</b> Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
<b>4a</b> Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.</i>		
<b>b</b> Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
<b>c</b> Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
<b>5a</b> Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
<b>b Type I or Type II only.</b> Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
<b>c Substitutions only.</b> Was the substitution the result of an event beyond the organization's control?		
<b>6</b> Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
<b>7</b> Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
<b>8</b> Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
<b>9a</b> Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
<b>b</b> Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
<b>c</b> Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
<b>10a</b> Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer line 10b below.</i>		
<b>b</b> Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

**Part IV Supporting Organizations** (continued)

	Yes	No
<b>11</b> Has the organization accepted a gift or contribution from any of the following persons?		
<b>a</b> A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?		
<b>b</b> A family member of a person described on line 11a above?		
<b>c</b> A 35% controlled entity of a person described on line 11a or 11b above? <i>If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI.</i>		
<b>11a</b>		
<b>11b</b>		
<b>11c</b>		

**Section B. Type I Supporting Organizations**

	Yes	No
<b>1</b> Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? <i>If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.</i>		
<b>2</b> Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? <i>If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.</i>		
<b>1</b>		
<b>2</b>		

**Section C. Type II Supporting Organizations**

	Yes	No
<b>1</b> Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? <i>If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).</i>		
<b>1</b>		

**Section D. All Type III Supporting Organizations**

	Yes	No
<b>1</b> Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
<b>2</b> Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? <i>If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).</i>		
<b>3</b> By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? <i>If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.</i>		
<b>1</b>		
<b>2</b>		
<b>3</b>		

**Section E. Type III Functionally Integrated Supporting Organizations**

<b>1</b> Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).			
<b>a</b> <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.			
<b>b</b> <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.			
<b>c</b> <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions).			
<b>2</b> Activities Test. Answer lines 2a and 2b below.			
<b>a</b> Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? <i>If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.</i>	Yes	No	
<b>b</b> Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? <i>If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.</i>			
<b>3</b> Parent of Supported Organizations. Answer lines 3a and 3b below.			
<b>a</b> Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? <i>If "Yes" or "No" provide details in Part VI.</i>			
<b>b</b> Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? <i>If "Yes," describe in Part VI the role played by the organization in this regard.</i>			
<b>2a</b>			
<b>2b</b>			
<b>3a</b>			
<b>3b</b>			



**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations**

1  Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 ( *explain in Part VI*). **See instructions.**  
 All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

<b>Section A - Adjusted Net Income</b>		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	<b>Adjusted Net Income</b> (subtract lines 5, 6, and 7 from line 4)	8	

<b>Section B - Minimum Asset Amount</b>		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	<b>Total</b> (add lines 1a, 1b, and 1c)	1d	
e	<b>Discount</b> claimed for blockage or other factors ( <i>explain in detail in Part VI</i> ):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	<b>Minimum Asset Amount</b> (add line 7 to line 6)	8	

<b>Section C - Distributable Amount</b>			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	<b>Distributable Amount.</b> Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations** (continued)

Section D - Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3
4	Amounts paid to acquire exempt-use assets	4
5	Qualified set-aside amounts (prior IRS approval required - provide details in Part VI)	5
6	Other distributions (describe in Part VI). See instructions.	6
7	<b>Total annual distributions.</b> Add lines 1 through 6.	7
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	8
9	Distributable amount for 2022 from Section C, line 6	9
10	Line 8 amount divided by line 9 amount	10

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2022	(iii) Distributable Amount for 2022
1	Distributable amount for 2022 from Section C, line 6		
2	Underdistributions, if any, for years prior to 2022 (reasonable cause required - explain in Part VI). See instructions.		
3	Excess distributions carryover, if any, to 2022		
a	From 2017		
b	From 2018		
c	From 2019		
d	From 2020		
e	From 2021		
f	<b>Total</b> of lines 3a through 3e		
g	Applied to underdistributions of prior years		
h	Applied to 2022 distributable amount		
i	Carryover from 2017 not applied (see instructions)		
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.		
4	Distributions for 2022 from Section D, line 7: \$		
a	Applied to underdistributions of prior years		
b	Applied to 2022 distributable amount		
c	Remainder. Subtract lines 4a and 4b from line 4.		
5	Remaining underdistributions for years prior to 2022, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.		
6	Remaining underdistributions for 2022. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.		
7	<b>Excess distributions carryover to 2023.</b> Add lines 3j and 4c.		
8	Breakdown of line 7:		
a	Excess from 2018		
b	Excess from 2019		
c	Excess from 2020		
d	Excess from 2021		
e	Excess from 2022		

**Part VI Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Horizontal lines for supplemental information input.

SCHEDULE D (Form 990)

Department of the Treasury Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b. Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2022

Open to Public Inspection

Name of the organization FAMILY CRISIS SERVICES OF NW MS Employer identification number 64-0820421

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

Table with 3 columns: Question, (a) Donor advised funds, (b) Funds and other accounts. Rows include total number at end of year, aggregate value of contributions, grants, and end of year, and two yes/no questions about donor property and grant fund usage.

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

Table with 3 columns: Question, (a) Donor advised funds, (b) Funds and other accounts. Rows include purpose of easements, lines 2a-2d, number of modified easements, states where located, monitoring policy, staff hours, expenses, and requirements of section 170(h)(4)(B)(i).

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets. Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

Table with 3 columns: Question, (a) Donor advised funds, (b) Funds and other accounts. Rows include 1a, 1b, 2, a, b regarding art and historical treasures reporting requirements.

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets** (continued)

- 3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):
- a  Public exhibition
  - b  Scholarly research
  - c  Preservation for future generations
  - d  Loan or exchange program
  - e  Other \_\_\_\_\_
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?  Yes  No

**Part IV Escrow and Custodial Arrangements.** Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X?  Yes  No
- b If "Yes," explain the arrangement in Part XIII and complete the following table:
- |                                 | Amount |
|---------------------------------|--------|
| c Beginning balance             | 1c     |
| d Additions during the year     | 1d     |
| e Distributions during the year | 1e     |
| f Ending balance                | 1f     |
- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability?  Yes  No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

**Part V Endowment Funds.** Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a Board designated or quasi-endowment \_\_\_\_\_%
  - b Permanent endowment \_\_\_\_\_%
  - c Term endowment \_\_\_\_\_%
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- |  | Yes    | No |
|--|--------|----|
| (i) Unrelated organizations  | 3a(i)  |    |
| (ii) Related organizations   | 3a(ii) |    |
| b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? _____ | 3b     |    |
- 4 Describe in Part XIII the intended uses of the organization's endowment funds.

**Part VI Land, Buildings, and Equipment.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements				
d Equipment		114,787.	92,794.	21,993.
e Other				
<b>Total.</b> Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				21,993.

**Part VII Investments - Other Securities.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives .....		
(2) Closely held equity interests .....		
(3) Other .....		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
<b>Total.</b> (Col. (b) must equal Form 990, Part X, col. (B) line 12.)		

**Part VIII Investments - Program Related.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
<b>Total.</b> (Col. (b) must equal Form 990, Part X, col. (B) line 13.)		

**Part IX Other Assets.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 15.)	

**Part X Other Liabilities.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 25.)	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ...



Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

Table with 5 main rows and sub-rows (a-e) for adjustments. Columns include descriptions, sub-headers (2a-2d, 4a-4b), and totals (1, 2e, 3, 4c, 5).

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

Table with 5 main rows and sub-rows (a-e) for adjustments. Columns include descriptions, sub-headers (2a-2d, 4a-4b), and totals (1, 2e, 3, 4c, 5).

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

Multiple horizontal lines provided for entering supplemental information.

**SCHEDULE O  
(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Information to Form 990 or 990-EZ**

Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.  
Attach to Form 990 or Form 990-EZ.  
Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2022**

Open to Public  
Inspection

Name of the organization

FAMILY CRISIS SERVICES OF NW MS

Employer identification number

64-0820421

FORM 990, PART VI, SECTION B, LINE 11B:

THE BOARD REVIEWS THE 990 BY EMAIL BEFORE IT IS FILED.

FORM 990, PART VI, SECTION C, LINE 18:

THE ORGANIZATION'S DOCUMENTS ARE MADE AVAILABLE TO THE PUBLIC UPON REQUEST.

FORM 990, PART VI, SECTION C, LINE 19:

THE ORGANIZATION'S GOVERNING DOCUMENTS ARE MADE AVAILABLE TO THE PUBLIC  
UPON REQUEST.

FORM 990, PART XII, LINE 2C:

THERE WAS NO CHANGE IN AUDIT OVERSIGHT OR REPORTING FROM THE PRIOR  
YEAR.

**Family Crisis Services of Northwest Mississippi, Inc.  
Financial Statements**

---

**Oxford, Mississippi  
For the year ended June 30, 2023**

**FAMILY CRISIS SERVICES OF NORTHWEST MISSISSIPPI, INC.**  
**TABLE OF CONTENTS**  
**June 30, 2023**

---

<b>INDEPENDENT AUDITORS' REPORT .....</b>	<b>4</b>
<b>FINANCIAL STATEMENTS:</b>	
Statement of Financial Position.....	7
Statement of Activities.....	8
Statement of Functional Expenses .....	9
Statement of Cash Flows.....	10
Notes to Financial Statements .....	11

INDEPENDENT AUDITORS' REPORT

## **INDEPENDENT AUDITORS' REPORT**

Board of Directors  
Family Crisis Services of Northwest Mississippi, Inc.  
Oxford, Mississippi

### **Opinion**

We have audited the accompanying financial statements of Family Crisis Services of Northwest Mississippi, Inc. (a nonprofit Center), which comprise the statement of financial position as of June 30, 2023, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Family Crisis Services of Northwest Mississippi, Inc. as of June 30, 2023, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Family Crisis Services of Northwest Mississippi, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Family Crisis Services of Northwest Mississippi, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.



## **Auditors' Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Family Crisis Services of Northwest Mississippi, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Family Crisis Services of Northwest Mississippi, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

*Jarrell Group, PLLC*

Jarrell Group, PLLC  
Tupelo, Mississippi  
May 14, 2024

## FINANCIAL STATEMENTS

**FAMILY CRISIS SERVICES OF NORTHWEST MISSISSIPPI, INC.**  
**STATEMENT OF FINANCIAL POSITION**  
**June 30, 2023**

**ASSETS:**

Cash and Cash Equivalents	\$	211,007
Grants Receivable		211,350
Property and Equipment		<u>21,993</u>
<b>Total Assets</b>	<b>\$</b>	<b><u><u>444,350</u></u></b>

**LIABILITIES:**

Accounts Payable	\$	0
Accrued Liabilities		<u>31,863</u>
<b>Total Liabilities</b>		<u>31,863</u>

**NET ASSETS:**

Without Donor Restrictions		412,487
With Donor Restrictions		<u>0</u>
<b>Total Net Assets</b>		<u>412,487</u>
<b>Total Liabilities and Net Assets</b>	<b>\$</b>	<b><u><u>444,350</u></u></b>

See accompanying notes to the financial statements.

**FAMILY CRISIS SERVICES OF NORTHWEST MISSISSIPPI, INC.**  
**STATEMENT OF ACTIVITIES**  
For the year ended June 30, 2023

	<b>Without Donor Restrictions</b>	<b>With Donor Restrictions</b>	<b>Total</b>
<b><u>REVENUES:</u></b>			
Federal Financial Assistance	\$ 634,855	\$ 0	\$ 634,855
State Financial Assistance	40,500	0	40,500
Local Financial Assistance	85,000	0	85,000
Contributions	26,625	0	26,625
Other Income	21	0	21
Net Assets Released from Restrictions	0	0	0
<b>Total Revenue</b>	<b>787,001</b>	<b>0</b>	<b>787,001</b>
<b><u>EXPENSES:</u></b>			
Program Services	636,547	0	636,547
Support Services:			
Management and General	78,757	0	78,757
<b>Total Functional Expenses</b>	<b>715,304</b>	<b>0</b>	<b>715,304</b>
<b>Changes in Net Assets</b>	<b>71,697</b>	<b>0</b>	<b>71,697</b>
<b>Net Assets at Beginning of Year</b>	<b>340,790</b>	<b>0</b>	<b>340,790</b>
<b>Net Assets at End of Year</b>	<b>\$ 412,487</b>	<b>\$ 0</b>	<b>\$ 412,487</b>

See accompanying notes to the financial statements.

**FAMILY CRISIS SERVICES OF NORTHWEST MISSISSIPPI, INC.**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
For the year ended June 30, 2023

	<b>Program Services</b>	<b>Management and General</b>	<b>Total</b>
<b><u>SALARIES AND RELATED EXPENSES:</u></b>			
Salaries	\$ 373,197	\$ 46,047	\$ 419,244
Payroll Taxes	31,702	3,522	35,224
Employee Benefits	79,301	10,473	89,774
	484,200	60,042	544,242
<b><u>OTHER:</u></b>			
Advertising and Events	21,517	0	21,517
Dues and Subscriptions	0	5,250	5,250
Insurance	10,057	529	10,586
Maintenance and Equipment	1,965	103	2,068
Other	3,685	194	3,879
Outside Contract	22,243	0	22,243
Printing and Postage	4,130	217	4,347
Professional Fees	0	7,750	7,750
Rent	43,320	2,280	45,600
Office Supplies	18,005	948	18,953
Telephone	4,800	253	5,053
Training	1,772	93	1,865
Travel and Meals	9,761	514	10,275
Utilities	4,825	254	5,079
	146,080	18,385	164,465
<b>Total Other Expenses</b>	<b>146,080</b>	<b>18,385</b>	<b>164,465</b>
<b>Total Expenses before Depreciation</b>	<b>630,280</b>	<b>78,427</b>	<b>708,707</b>
Allocation of Depreciation	6,267	330	6,597
	6,267	330	6,597
<b>Total Functional Expenses</b>	<b>\$ 636,547</b>	<b>\$ 78,757</b>	<b>\$ 715,304</b>

See accompanying notes to the financial statements.

**FAMILY CRISIS SERVICES OF NORTHWEST MISSISSIPPI, INC.**  
**STATEMENT OF CASH FLOWS**  
**For the year ended June 30, 2023**

**CASH FLOWS FROM OPERATING ACTIVITIES:**

Change in Net Assets	\$ 71,697
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities:	
Depreciation	6,597
Changes in Assets and Liabilities:	
Grants Receivable	(65,866)
Accounts Payable	(80)
Accrued Compensation Expense	<u>(13,258)</u>
<b>Net Cash Used by Operating Activities</b>	<u>(910)</u>
<b>Net Change in Cash</b>	(910)
<b>Cash and Cash Equivalents, Beginning of Year</b>	<u>211,917</u>
<b>Cash and Cash Equivalents, End of Year</b>	<u><u>\$ 211,007</u></u>

See accompanying notes to the financial statements.



**FAMILY CRISIS SERVICES OF NORTHWEST MISSISSIPPI, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**June 30, 2023**

**NOTE 1 - DESCRIPTION OF CENTER**

The Family Crisis Services of Northwest Mississippi, Inc. (the Center) is a Mississippi nonprofit Center organized under code section 501(c)(3) of the Internal Revenue Code. The Center's purpose is to reduce the trauma of violence, educate the community about violence and to prevent violence by educating target populations. Support for the Center is provided by the Mississippi State Department of Health, Children's Advocacy Center of Mississippi, City of Oxford, Lafayette County, various civic clubs, and individuals.

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Basis of Presentation

The financial statements of the Center have been prepared on the accrual basis of accounting. The Center reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restriction and net assets with donor restriction.

- a. Net Assets Without Donor Restriction—Net assets that are not subject to donor imposed stipulations.
- b. Net Assets With Donor Restriction—Net assets whose use is limited by donor imposed time and/or purpose restrictions.

Revenues are reported as increases in net assets without donor restriction unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in net assets without donor restriction. Expirations of donor restrictions on the net assets (i.e., the donor-stipulated purpose has been fulfilled and/or the stipulated time period has elapsed) are reported as reclassifications between the applicable classes of net assets. The Center has adopted a policy to classify donor restricted contributions as without donor restrictions to the extent that donor restrictions were met in the year the contribution was received.

Cash and Cash Equivalents

Cash and cash equivalents consist of cash on hand and on deposit, including cash in checking accounts. Bank certificates of deposit with an original maturity of more than three months are classified as temporary cash investments, when applicable.

Functional Expenses

The cost of providing various programs and supporting services have been reported on a functional basis in the statement of activities and in the statement of functional expenses. Accordingly, certain costs have been allocated among the various programs and supporting services based on estimates made by management.

Contributions

Contributions received are recorded as net assets with donor restrictions or net assets without donor restrictions depending on the existence or nature of any donor restrictions.

**FAMILY CRISIS SERVICES OF NORTHWEST MISSISSIPPI, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**June 30, 2023**

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (continued)**

Property and Equipment

Furniture and equipment are stated at cost if purchased. Donated property and equipment is recorded as support at its estimated fair value. All assets are depreciated using the straight-line method over the estimated useful life of the respective asset. The Center uses a \$500 capitalization threshold. Lessor amounts are expensed.

Estimates

Management and the Board use estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from those estimates.

Financial Support

Substantially all financial support for the Center is provided by grantors. The Mississippi Department of Health and the Children's Advocacy Center of Mississippi, provided 78% and 8%, respectively, of the Center's annual revenue during the fiscal year ended June 30, 2023. Other revenues are provided by various governmental and local entities as well as individuals.

Federal and State Grant Revenue

Grant revenue is recognized when program expenditures are incurred in accordance with program guidelines. Such revenue is subject to review by the funding agency and may result in disallowance in subsequent periods.

Grants Receivable

The Center accrues amounts owed from grantors at June 30, 2023. These amounts represent revenues not yet received by the Center. Revenues accrued but not yet received are classified as Grants Receivable.

Income Tax Basis

Family Crisis Services of Northwest Mississippi, Inc. is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code.

For the year ended June 30, 2023, there was no unrelated business income. Accordingly, no provision for income taxes has been made in the financial statements. Federal returns for the years ended 2019 and thereafter remain subject to examination by the Internal Revenue Service.

Accrued Compensated Absences

Full-time, permanent employees of the Center earn a vested right to compensation for unused vacation and personal leave time. Accordingly, the Center has accrued a liability for vacation and personal leave compensation that employees have earned but not yet taken.

**FAMILY CRISIS SERVICES OF NORTHWEST MISSISSIPPI, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**June 30, 2023**

**NOTE 3 - LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS**

The Center's financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, are as follows:

Cash and cash equivalents	\$	211,007
Grants receivable		<u>211,350</u>
Financial assets available to meet needs for general expenditure within one year	\$	<u><u>422,357</u></u>

**NOTE 4 - PROPERTY AND EQUIPMENT**

Property and equipment consist of the following at June 30, 2023:

Furniture, fixtures, and equipment	\$	<u>114,787</u>
Total assets at cost		114,787
Accumulation depreciation		<u>(92,794)</u>
Net property and equipment	\$	<u><u>21,993</u></u>

Depreciation expense for the year ended June 30, 2023 was \$6,597.

**NOTE 5 - DONATED SERVICES**

Donated services are recognized as contributions if the services (a) create or enhance nonfinancial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Center. Some members of the Center have donated significant amounts of time to the Center in furthering its programs and objectives. However, no amounts have been included in the financial statements for donated or volunteer services since they did not meet the criteria for recognition.

**NOTE 6 - OPERATING LEASES**

The Center leases its facilities under an operating lease with a year-to-year term. Rent expense under the leases was \$45,600 for the year ended June 30, 2023.

**NOTE 7 - EMPLOYEE PENSION PLAN**

The Center has a defined contribution pension plan through an Individual Retirement Account, Simplified Employee Pension (IRA-SEP) that covers all full-time employees with one full year of employment. The Center pays 8% of the individual's salary on a quarterly basis into the IRA-SEP. Contributions to the plan were \$32,284 for the year ended June 30, 2023.

**FAMILY CRISIS SERVICES OF NORTHWEST MISSISSIPPI, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**June 30, 2023**

**NOTE 8 - SUBSEQUENT EVENTS**

Date of Management Evaluation

Management has evaluated subsequent events through May 14, 2024, the date on which the financial statements were available to be issued.



**Michael Watson**  
SECRETARY OF STATE

## STATE OF MISSISSIPPI

### CERTIFICATE OF REGISTRATION

I, Michael Watson, Secretary of State of the State of Mississippi, in accordance with the provisions of the laws of the State of Mississippi, do hereby certify:

**FAMILY CRISIS SERVICES OF NORTHWEST MISSISSIPPI, INC.**

**File Number: 10000250**

has registered with this Office as a charitable organization under the Mississippi Charitable Solicitations Act.

**This Certificate of Registration expires on 11/15/2024.**

REGISTRATION BY THE SECRETARY OF STATE DOES NOT IMPLY  
ENDORSEMENT. THE SECRETARY OF STATE DOES NOT ENDORSE THIS OR  
ANY OTHER CHARITABLE ORGANIZATION.

Given under my hand and seal of office  
this 29th day of May, 2024

*Michael Watson*

# NORTH MISSISSIPPI RURAL LEGAL SERVICES

**LSC** | America's Partner  
for Equal Justice  
LEGAL SERVICES CORPORATION

Ben Thomas Cole, II  
EXECUTIVE DIRECTOR  
[bcole@nmrls.com](mailto:bcole@nmrls.com)

**ADMINISTRATIVE OFFICE**  
493 Ryland Way - P.O. Box 767  
Oxford, Mississippi 38655  
(662) 234-8731

Websites: <http://www.nmrls.com>  
<http://www.mslegalservices.org>

1-662-234-8731  
1-800-498-1804  
FAX: (662) 236-3263

Ruby White  
Director of Advocacy  
[rwhite@nmrls.com](mailto:rwhite@nmrls.com)

## NMRLS CAPITAL CAMPAIGN – 2024

Greetings!

North Mississippi Rural Legal Services, Inc. (NMRLS) has embarked upon a Capital Campaign to construct an eight thousand square foot (8,000 sq. ft.) office building for its Oxford administrative and litigation staff. The building will be located on Pea Ridge Road, Oxford, Mississippi.

The construction cost is \$2.5 million dollars with 85% financing, NMRLS' 15% down payment will be \$375,000. NMRLS must raise at least \$130,000 by December 2024, the balance needed for the down payment.

Join us as we pave the path to justice in North Mississippi by making an impactful contribution. To make a gift please visit our website, [nmrls.com/donate](http://nmrls.com/donate), or by scanning the QR Code below. For checks, please make payable to *North Mississippi Rural Legal Services, Inc. with 2024 Capital Campaign* in the memo line. Please mail checks to *North Mississippi Rural Legal Services, Inc. | P.O. Box 767 | Oxford, MS 38655*.

For questions and answers, you may contact our Resource Development Officer, Robert Patterson, at 662-234-8731 ext. 2137 | [rpatterson@nmrls.com](mailto:rpatterson@nmrls.com), or Executive Director, Ben Cole, II, at 662-234-8731, ext. 2108 | [bcole@nmrls.com](mailto:bcole@nmrls.com). Thank you for your support of our work.

Sincerely,

  
Ben Thomas Cole, II  
Executive Director



Make A Gift!

NMRLS is a 501(c) (3) non-profit corporation, and your donation is tax-deductible. Because we receive a grant from the federally funded Legal Services Corporation, 45 CFR Part 1610 requires us to notify you that our funds may not be expended for any purposes prohibited by the regulations governing the Legal Services Corporation.



# NORTH MISSISSIPPI RURAL LEGAL SERVICES, INC.

# QUEST FOR JUSTICE

*The fight for social, economic and legal equality*

## ADMINISTRATIVE OFFICE

493 Ryland Way—P.O. Box 767  
Oxford, Mississippi 38655  
(662) 234-8731  
FAX: (662) 234-2965  
Toll-Free: 1-800-898-8731

## CLARKSDALE OFFICE

504 DeSoto Avenue—P.O. Box 1107  
Clarksdale, Mississippi 38614  
(662) 627-4184  
FAX: (662) 624-4009  
Toll-Free: 1-800-388-3163

## OXFORD OFFICE

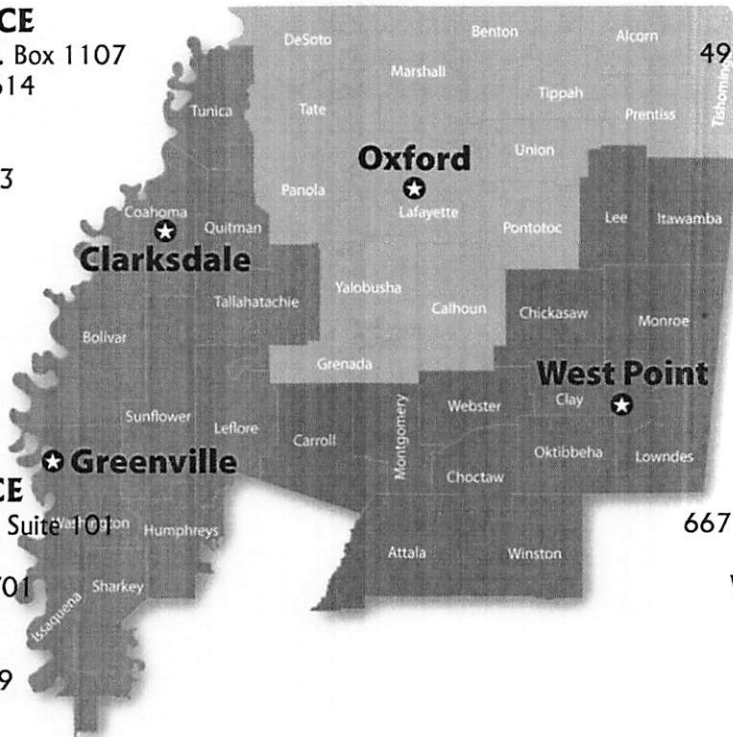
493 Ryland Way—P.O. Box 928  
Oxford, Mississippi 38655  
(662) 234-2918  
FAX: (662) 234-2965  
Toll-Free: 1-800-559-5074

## GREENVILLE OFFICE

1024 Washington Avenue, Suite 101  
P.O. Box 858  
Greenville, Mississippi 38701  
(662) 335-8203  
FAX: (662) 335-7500  
Toll-Free: 1-800-545-1909

## WEST POINT OFFICE

6671 Highway 45 Alternate South  
P.O. Box 277  
West Point, Mississippi 39773  
(662) 494-6122  
FAX: (662) 494-0670  
Toll-Free: 1-800-898-6122



Call Center Number: 1-800-498-1804  
www.nmrls.com | Statewide website: www.mslegalservices.org



Scan QR Code to Support NMRLS:



# LSC

America's Partner  
for Equal Justice

LEGAL SERVICES CORPORATION

# An Overview of What We Do

## EMPLOYMENT

- Help obtain wrongfully denied unemployment benefits.
- Assist with criminal record expungements to remove barriers to housing and employment.
- Avoid wrongful garnishment of income.

## HOUSING

- Preserve affordable housing.
- Stop wrongful evictions.
- Assist homeowners in loss mitigation process.
- Help persons with housing choices.
- Obtain return of security deposits.

## CONSUMER

- Combat overly aggressive or illegal debt collection activity.
- Oppose wrongful attachments, garnishments of bank accounts and wages.
- Enforce contracts and warranties for consumer goods.

## FAMILY AND CHILDREN

- Assist in obtaining divorce, custody and support.
- Help parents obtain visitation rights, guardianships, or adoptions.
- Defend parents in youth court cases.
- Provide help for correction of birth certificates.

## INCOME MAINTENANCE

- Help to obtain, preserve, restore or increase income to meet basic human needs.
- Represent clients seeking public benefits.
- Promote the financial independence and dignity of clients and their families.
- Assist in preparation and resolution of tax conflicts.

## EDUCATION

- Help children obtain educational services to which they are entitled.
- Assist children in avoiding unfair school suspensions and expulsions.

## ADAMS BENEFITS ENROLLMENT PROJECT

- Connect Medicare beneficiaries to state and federal programs, which they may not be aware of that can help them pay their daily expenses.

## ELDER LAW PROJECT

- Assist seniors in preserving health care choices.
- Prepare advance healthcare directives, powers of attorney and basic wills.

## DOMESTIC VIOLENCE—EARLENE GARDNER VICTIMS ASSISTANCE PROJECT

- Provide legal assistance to victims of domestic violence and sexual assault.
- Provide legal assistance on non-emergency and emergency basis where the need for such services arises as a direct result of victimization.
- Advocate for victims throughout criminal justice proceedings.
- Serve as Guardian Ad Litem for neglected/abused children.

## MISSISSIPPI LOW INCOME TAXPAYER CLINIC

- Educate low-income taxpayers about their rights and responsibilities.
- Provide pro bono representation to taxpayers in tax disputes with the IRS.
- Conduct outreach and education to taxpayers who speak English as a second language.
- Identify and advocate for issues that affect low-income taxpayers.

## VOLUNTEER INCOME TAX ASSISTANCE PROJECT

- Preparation of current year tax returns.
- Claim Earned Income Tax Credits.

## FORECLOSURE PREVENTION PROJECT

- Avoid wrongful foreclosure.
- Apply for loss mitigation options.
- Educate community on Fair Housing Laws.

## HOMESAVER

- Assist delinquent homeowners in applying for mortgage assistance.

**2024-2025 Budget Request**  
**Boys & Girls Clubs of North MS**

TO: Mayor Tannehill and Board of Aldermen  
FROM: Boys & Girls Clubs of North MS (BGCNMS) Zell Long, CEO  
RE: 2024-2025 Budget Request  
DATE: July 22, 2024

Requested Amount: \$25,000

Please accept this request for a budget allocation to Boys & Girls Clubs of North MS's L.O.U. Barksdale Club in the amount of \$25,000. This is the same amount requested last year. The funds received have been allocated to utility costs, and will continue to be so. BGCNMS has received a quote to replace the low sodium bulbs with low sodium LED bulbs throughout the facility at a cost of \$6,150. This will reduce the electricity cost, making the building more energy efficient. The organization has also entered into a maintenance contract with a firm to service the HVAC system at the Club. This will also reduce energy costs over time. Your continued support of the Club is appreciated so much.

The local BGCNMS Advisory Board has continued to be the "eyes and ears" for the organization - with four (4) of them serving on the Corporate Board (Frank Dyer, III; Dr. Judith Thompson, Dr. Stephen Monroe, and Melissa Buford). The Advisory Board has increased fundraising efforts during the Annual Campaign to offset the deficit. Other partnerships have evolved that may result in funding allocations. However, the support received from the city of Oxford is essential in helping to balance the budget.

The Club members and staff continue to excel at the Club:

- The GPA at the end of the school year was 3.6
- Average daily attendance at the Club was 170
- Summer Program that ended on 7/19, average daily attendance was at 190-200
- Alicia T., a member of the Club, was selected as 2024 Youth of the Year for the organization
- 8-year-old Club member Bo G. selected to perform at Boys & Girls Clubs of America's Southeast Leadership Conference (9 states) in South Carolina
- Bo G. requested to perform at BGCA's Leadership staff meeting in Atlanta
- Continued partnership with Oxford School District and University of Mississippi
- Members participated in Ole Miss *Project SCORE* program
- Staff Nicholas Porter selected as *Part-Time Staff of the Year* for the entire state of MS

Thank you for your consideration of this request. Please contact me at [zlong@bgcnms.org](mailto:zlong@bgcnms.org) or by phone at (662) 871-5329 for more information.

Zell Long  
CEO