

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, Mississippi, on the 6th day of June, 2013, at 9 00 o'clock A M and present were Lynn Horton, Luke Lummus, R.B Davis, Shelton Deanes, President, and Floyd McKee Also present were Amy G Berry, Clerk of the Board, Bob Marshall, Board Attorney, and Eddie Scott, Sheriff, when and where the following proceedings were had and determined, to-wit

NO _____

**IN THE MATTER OF ADOPTING AND AMENDING THE AGENDA FOR THE
BOARD OF SUPERVISORS MEETING HELD ON JUNE 6, 2013**

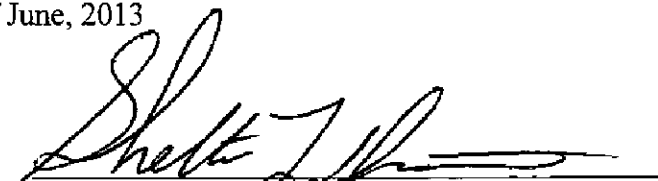
There came on this day for consideration the matter of adopting and amending the agenda for the Board of Supervisors meeting held on June 6, 2013

It appears to this Board the items listed below need to be added to the agenda for further consideration and discussion

- To remove the Interlocal Agreement with the WP School District from Agenda to be discussed at next meeting
- Approve and Execute the AT & T Easement

After motion by Lynn Horton and second by R B Davis this Board doth vote unanimously for the agenda to be adopted as presented and the amendments referenced above to be considered by this Board and that such agenda be approved as amended

SO ORDERED, this the 6th day of June, 2013



President

NO _____

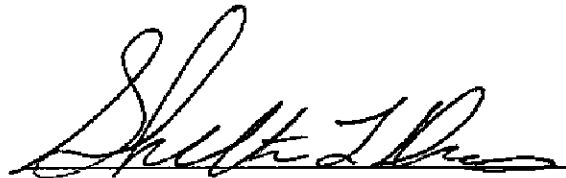
**IN THE MATTER OF APPROVING AND AUTHORIZING THE PRESIDENT TO
EXECUTE THE RAILROAD ENGINEERING CONTRACT**

There came on this day for consideration the matter of approving and authorizing the President to execute the Railroad Engineering Contract

It appears to this Board as attached hereto as Exhibit A the County Engineer, Robert Calvert, Sr, is requesting this Board to approve the said engineering contract

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to approve and authorize the President to execute the Railroad Engineering Contract as attached hereto as Exhibit A

SO ORDERED this the 6th day of June, 2013



President

RAILROAD ENGINEERING CONTRACT

**YOKOHAMA BOULEVARD, RAILROAD GRADE SEPARATION
PROJECT NUMBER DECD-0013(51)B
CLAY COUNTY, MISSISSIPPI**

STATE OF MISSISSIPPI

COUNTY OF CLAY

This CONTRACT is made and entered into by and between the Board of Supervisors of Clay County, Mississippi (the "COUNTY"), a political subdivision of the State of Mississippi, acting by and through the duly-authorized Board of Supervisors of Clay County ("BOARD OF SUPERVISORS"), Mississippi, and Kansas City Southern Railway Company, (the "RAILROAD"), duly registered to do business in the State of Mississippi, whose address for mailing is 427 West 12th Street, Kansas City MO 64105, effective as of the date of latest execution below

WITNESSETH

WHEREAS the COUNTY has laid out and proposes to construct the lanes of a section of that certain public highway which has been designated as Yokohama Boulevard, said section being known as State Aid Project Number DECD-0013(51)B Clay County which as proposed, will pass over the tracks and across the right of way of the RAILROAD at points designated as Survey Station 48+95 610 and the KCS Main Line 5,064 feet north of Milepost 234, and Survey Station 98+28 340 and the KCS Aberdeen Branch 2,045 feet north of Milepost 91 which points are the intersections of the proposed centerline of the Yokohama Boulevard survey with the centerline of the RAILROAD tracks, near West Point, Mississippi, and,

WHEREAS, in the interest of public safety and convenience the parties hereto deem it advisable and desire to separate highway and railway grades by means of a bridge and approaches to carry highway traffic over and above the railroad track at said point

NOW, THEREFORE in consideration of the premises and of the covenants and agreements of the parties hereto contained, to be kept and performed by the parties hereto, it is hereby agreed as follows

A The COUNTY has requested that the RAILROAD proceed with certain necessary engineering and/or design services for the project to facilitate the parties' considerations of the project and shall be undertaken by the parties hereto upon and in accordance with the following terms, conditions and provisions

1 The work to be done by the RAILROAD under this Contract shall consist of (i) the review and approval of preliminary and final engineering and design plans, specifications, drawings, contracts and other documents pertaining to the Project, (ii) the preparation of cost estimates for the RAILROAD's work in connection with the Project and (iii) the review of construction cost estimates, site surveys, assessments, studies, contracts and related construction documents submitted to the RAILROAD by the COUNTY for the Project Engineering Work may also include office reviews field

reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project

2 By its review, approval or preparation of plans specifications, drawings or other documents pursuant to this Contract, the RAILROAD signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy the RAILROAD's requirements

3 Nothing contained in this Contract shall be deemed to constitute the RAILROAD's approval of or consent to the construction of the Project, which approval or consent may be withheld for any reason directly or indirectly related to safety of the RAILROAD's operations property, or facilities The Project, if constructed, is to be constructed, under a separate Crossing Contract to be executed by the parties at a future date

4 Expenses incurred in the handling of the project by the RAILROAD shall be in accordance with the provisions of the FHWA Federal-Aid Policy Guide interpreting 23 CFR part 140 (I) and 23 CFR Part 646(B) The estimated cost of work to be performed by the RAILROAD for Engineering for the account of the COUNTY is \$15,000 00, as estimated by KCS It is clearly understood by the parties hereto that this is an estimate only, the COUNTY agrees to pay for all reimbursable charges necessitated by its work in the vicinity of the track and the RAILROAD agrees to furnish the services required However, in the event that the above estimate is exceeded, the RAILROAD shall be entitled to only one (1) payment for amounts in excess of the above estimate, chargeable upon final completion of all work done under this contract Approval of charges will require supporting documents verifying hours charged from the RAILROAD The supporting documents must be in the form of approved time sheets or time reports Documentation for expense charges will include signed copies of the expense accounts showing the days worked charges for meals, accommodations and miles traveled Moreover, all charges shall be submitted by the RAILROAD together with all supporting documentation within 180 days from the completion of all work performed under this contract Failure to submit charges and/or the required documentation within the said 180-day period shall result in the forfeiture of any unsubmitted or undocumented charges by the RAILROAD

5 For all items of work and expense authorized by this CONTRACT, the RAILROAD shall invoice the COUNTY in care of

Cindy Rich P E
Vice President
Neel-Schaffer
P O Box 22625
Jackson, MS 39225-2625

- C This CONTRACT may be revoked by either party upon written notice to the other until such time as the Project is advertised for bids by the COUNTY
- D The parties hereto represent each to the other that they have the legal authority to enter into this CONTRACT as evidenced by the appropriate COUNTY order, corporate resolution and/or power of attorney, as identified below certified copies of which will be provided upon request

Witness this my signature in execution hereof this the 10th day of June, 2013

BOARD OF SUPERVISORS OF CLAY COUNTY, MISSISSIPPI



PRESIDENT OF THE BOARD

KANSAS CITY SOUTHERN RAILWAY COMPANY

BY _____

no. 51

RAILROAD ENGINEERING CONTRACT

**YOKOHAMA BOULEVARD, RAILROAD GRADE SEPARATION
PROJECT NUMBER DECD-0013(51)B
CLAY COUNTY, MISSISSIPPI**

STATE OF MISSISSIPPI

COUNTY OF CLAY

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WITNESSETH

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WHEREAS in the interest of public safety and convenience, the parties hereto deem it advisable and desire to separate highway and railway grades by means of a bridge and approaches to carry highway traffic over and above the railroad track at said point

NOW THEREFORE, in consideration of the premises and of the covenants and agreements of the parties hereto contained to be kept and performed by the parties hereto it is hereby agreed as follows

A The COUNTY has requested that the RAILROAD proceed with certain necessary engineering and/or design services for the project to facilitate the parties' considerations of the project and shall be undertaken by the parties hereto upon and in accordance with the following terms, conditions and provisions

1 The work to be done by the RAILROAD under this Contract shall consist of (i) the review and approval of preliminary and final engineering and design plans specifications, drawings, contracts and other documents pertaining to the Project (ii) the preparation of cost estimates for the RAILROAD's work in connection with the Project, and (iii) the review of construction cost estimates site surveys, assessments, studies, contracts and related construction documents submitted to the RAILROAD by the COUNTY for the Project Engineering Work may also include office reviews, field

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reviews, attending hearings and meetings and preparing correspondence, reports, and other documentation in connection with the Project

2 By its review, approval or preparation of plans, specifications drawings or other documents pursuant to this Contract the RAILROAD signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy the RAILROAD's requirements

3 Nothing contained in this Contract shall be deemed to constitute the RAILROAD's approval of or consent to the construction of the Project, which approval or consent may be withheld for any reason directly or indirectly related to safety of the RAILROAD's operations, property, or facilities The Project, if constructed is to be constructed, under a separate Crossing Contract to be executed by the parties at a future date

4 Expenses incurred in the handling of the project by the RAILROAD shall be in accordance with the provisions of the FHWA Federal-Aid Policy Guide interpreting 23 CFR part 140 (I) and 23 CFR Part 646(B) The estimated cost of work to be performed by the RAILROAD for Engineering for the account of the COUNTY is \$15,000.00, as estimated by KCS It is clearly understood by the parties hereto that this is an estimate only, the COUNTY agrees to pay for all reimbursable charges necessitated by its work in the vicinity of the track and the RAILROAD agrees to furnish the services required However, in the event that the above estimate is exceeded, the RAILROAD shall be entitled to only one (1) payment for amounts in excess of the above estimate, chargeable upon final completion of all work done under this contract Approval of charges will require supporting documents verifying hours charged from the RAILROAD The supporting documents must be in the form of approved time sheets or time reports Documentation for expense charges will include signed copies of the expense accounts showing the days worked charges for meals, accommodations and miles traveled Moreover all charges shall be submitted by the RAILROAD together with all supporting documentation within 180 days from the completion of all work performed under this contract Failure to submit charges and/or the required documentation within the said 180-day period shall result in the forfeiture of any unsubmitted or undocumented charges by the RAILROAD

5 For all items of work and expense authorized by this CONTRACT, the RAILROAD shall invoice the COUNTY in care of

Cindy Rich, P E
Vice President
Neel-Schaffer
P O Box 22625
Jackson MS 39225-2625

C This CONTRACT may be revoked by either party upon written notice to the other until such time as the Project is advertised for bids by the COUNTY The COUNTY shall reimburse the RAILROAD for all expenses incurred by the RAILROAD up to the time the agreement was revoked

D The parties hereto represent each to the other that they have the legal authority to enter into this CONTRACT as evidenced by the appropriate COUNTY order corporate resolution

and/or power of attorney, as identified below, certified copies of which will be provided upon request

Witness this my signature in execution hereof this the 6th day of June, 2013

BOARD OF SUPERVISORS OF CLAY COUNTY, MISSISSIPPI


PRESIDENT OF THE BOARD

KANSAS CITY SOUTHERN RAILWAY COMPANY

BY _____

54

LINE ADJUSTMENT AGREEMENT
(Deposit Payment for Preliminary Work)

Date June 5, 2013
Requester Robert Calvert
Project Triathlon Delivery Point
Location Starkville, MS TSC

Transmission Line Owner Tennessee Valley Authority

Transmission Line(s) West Point-Prairie 46-kV, West Point-New Hamilton 46-kV, Clay-Okolona 161-kV, Clay-Aberdeen 161-kV, West Point-Amory 161-kV, West Point-Lowndes 500-kV, West Point-BFN 500-kV

Initial Deposit \$30,000

Requester's Point of Contact

Robert Calvert
Clay County Board of Supervisors
PO Box 815
West Point, MS 39773

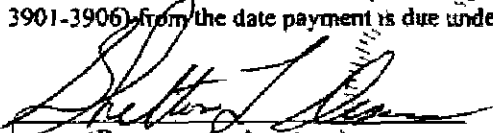
This confirms the understanding between Requester and TVA regarding preliminary work (including planning, survey, siting, design and engineering) for adjustment of the **Transmission Line(s)** to accommodate **Requester's Project**

Requester authorizes TVA to proceed with the preliminary work and shall upon signing and returning this agreement, pay TVA the **Initial Deposit** for TVA's estimated costs (including applicable overheads) for the preliminary work. Payment may be made electronically or by mail as outlined in the "Methods of Payment" instructions attached as Appendix A.

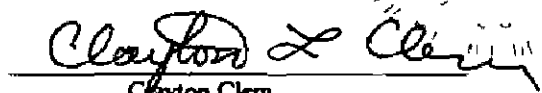
Each month following the first month in which the actual costs, including applicable overheads, incurred by TVA exceeds the **Initial Deposit** TVA shall submit an invoice for actual costs, including applicable overheads, (excess of the **Initial Deposit**) incurred during the month which the requestor hereby agrees to pay. If the total actual costs, including applicable overheads, incurred by TVA in performing the work are less than the **Initial Deposit** TVA shall refund the difference to Requestor.

Requester and TVA plan to negotiate in good faith and enter into a contract (**Reimbursable Contract**) to cover the overall work scope (including preliminary work) for adjustment of the **Transmission Line(s)** to accommodate **Requester's Project**. If the parties enter into the **Reimbursable Contract** all costs incurred by TVA and all payments made by Requester under this agreement will be included as costs incurred and payments made under the **Reimbursable Contract**. If the parties do not enter into the **Reimbursable Contract** within 30 days after TVA submits a draft contract to Requester TVA shall promptly refund to Requester the **Initial Deposit** less TVA's costs for the preliminary work.

Payment is due Net 30 days in US DOLLARS from the date of invoice by TVA Any overdue payments due TVA shall bear interest at the rate payable by TVA under the United States Prompt Payment Act, (31 U S C 3901-3906) from the date payment is due under this agreement until the date TVA receives payment


(Requester's signature)


(Requester's Title)


Clayton Clem
Vice President
Electric System Projects

ret

METHODS OF PAYMENT
(Effective May 2013)

Electronically

***Instructions for making Fedwire payments to Tennessee Valley Authority's account at the U.S. Treasury**

BANK NAME TREAS NYC (OFFICIAL ABBREVIATION)
BANK ADDRESS NEW YORK FEDERAL RESERVE BANK
33 LIBERTY STREET
NEW YORK, NEW YORK 10045
ABA NUMBER 021030004
ACCOUNT NO 00004912
BENEFICIARY TENNESSEE VALLEY AUTHORITY
Taxpayer ID 62-0474417
OBI Provide your organization name and invoice number or other explanation of payment

Additional Fedwire instruction information if required by the sending bank

TYPE/SUBTYPE 1000

BUSINESS FUNCTION CODE CTR (or CTP)

Contacts Stephanie Raley (865) 632 7143 Marcia Riner (865) 632 8127 Cory Ferrell (865) 632-4412

ACH payments cannot be sent to the bank named above

***Instructions for making Electronic Funds Transfers to the Tennessee Valley Authority through the Automated Clearing House (ACH)**

Depository Institution Name Credit Gateway ACH Receiver
Address 60 Livingston Avenue
St Paul Minnesota 55107
ABA Routing Number* 051036706
Receiving Company Name Tennessee Valley Authority
DFI Account Number 349000
Standard Entry Class** CCD+
Transaction Code 22
Payment Related Information Provide your organization name and invoice number or other explanation of payment
Employer Identification No (EIN) 62-0474417
TVA EFT Contact Stephanie Raley (865) 632 7143 Marcia Riner (865) 632 8127 Cory Ferrell (865) 632-4412
Email Notifications _____

*ACH debits and Fedwires are not permitted to this ABA routing number. All debits and Fedwires received will be automatically returned.

**If an agency desires to use an SEC code other than CCD+ please consult with a Credit Gateway program manager at (202)-874-3720

By Mail (USPS)

Include a copy of the agreement for accounting reference and mail check to TVA Lockbox Address as follows
Tennessee Valley Authority
Department 888018
Knoxville, TN 37995-8018

By Delivery Service (e.g., FedEx, UPS, etc.)

Include a copy of the agreement for accounting reference and send check to TVA Street Address as follows
TVA Treasury
400 West Summit Hill Drive WT 4C
Knoxville TN 37902

NO _____

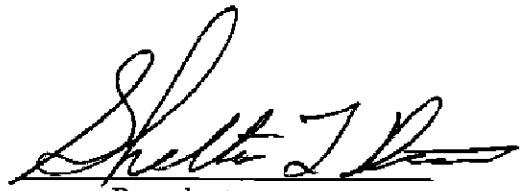
IN THE MATTER OF APPROVING TRAVEL FOR CERTAIN COUNTY EMPLOYEES

There came on this day for consideration the matter of approving travel for certain county employees

It appears to this Board as attached hereto as Exhibit A certain county employees are in need of travel for county business and training with relation to the said employees jobs

After motion by Lynn Horton and second by Floyd McKee this Board doth vote unanimously to authorize the said employees as attached hereto as Exhibit A to travel

SO ORDERED this the 6th day of June, 2013


President

Travel Request

- Lynn Parker, Courtney Walker, and Katherine Bennett to attend the Public Safety Academics and Consulting training in Pearl MS on June 17th – 18th – Firefighter Down training Will incur Hotel, Meal, and Mileage expense and registration fee is \$300 per person
- Treva Hodge and LaFrance Boyd to attend HR Training in Tupelo, MS August 19, 2013 with Fred Pryor Seminars
- Amy Berry to attend the Ms Chancery Clerk's Association summer convention held in Tupelo June 25-28, 2013 No hotel is needed only mileage reimbursement

Motion to authorize and pay by Lynn Herbert second by Frank McCre, all in favor - unanimous vote

INVOICE

Public Safety Academics and Consulting

P/O Box 97601 Pearl, MS 39208

Phone 601 214 2070 Fax 888-875-2466

Psac911@aol.com <http://www.psac911.org>

DATE MAY 31 2013

INVOICE # 131

ATTN Treva Hodge

AGENCY INFORMATION Clay County 911
P O Box 815
West Point, MS 39773
662-494-3124
Tax ID 27-2530395

COURSE NAME	DATE	PRICE PER STUDENT	LOCATION		
Firefighter Down Mayday!	06-17-18-13	\$300 00	Flowood Police Department		
STUDENT NAME	PHONE	E-MAIL	PRICE	DISCOUNT	TOTAL
Teresa Lynn Parker			\$300 00	\$ 300 00	\$300 00
Courtney Walker			\$300 00	\$300 00	\$300 00
Katherine Bennett			\$300 00	\$300 00	\$300 00

TOTAL DISCOUNT	0	
SUBTOTAL	\$900 00	
SALES TAX	0	
TOTAL	\$900 00	

60

Make all checks payable to Public Safety Academics and Consulting

SEARCH

HOME | DRIVER SERVICES | FIREARMS | CRIME & INVESTIGATION | HIGHWAY PATROL | DIVISIONS | RESOURCES

Home Events Unevent-tags Firefighter Down & Critical Incident Management for Public Safety Dispatchers - Flowood

Firefighter Down & Critical Incident Management for Public Safety Dispatchers - Flowood

Date(s) 6/17/13 6/18/13
 8.00 am 5.00 pm

Map Unavailable

Flowood Police Dept.

BETST

Cost \$300.00

Mana McCorry Instructor 601 214-2070 or qttb911@aol.com

1 elective 16 hours credit

Amys,
 Need approval
 - Courtney Walker
 - Lynne Parker
 - Kathy Bennett
 (50% reimbursement)

Trena,
 Did we get
 approved for this class?

HOME | DRIVER SERVICES | FIREARMS | CRIME & INVESTIGATION | HIGHWAY PATROL | DIVISIONS | RESOURCES

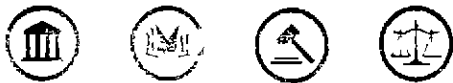
© 2012 Mississippi Department of Public Safety | Post Office Box 958 | Jackson Mississippi 39205 | (601) 987 1212
 Disclaimer | Facebook | Twitter | Sitemap | Search | Contact

HR LAW

Can
Lawrence + I
go ???
No travel
function
only

DON'T PUT YOUR ORGANIZATION AT RISK — make sure every step you take is legally sound and compliant

2013

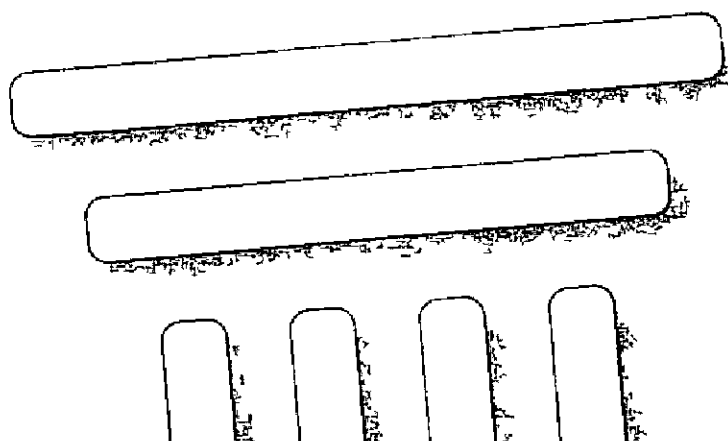


COURSE OBJECTIVE

To provide the knowledge you need to legally and ethically manage human resources in your organization

You'll learn how to

- Reduce your organization's risk of being held liable in employee management situations
- Navigate the complexities of employment law and the court's interpretation of it
- Avoid danger zones that can trip up even the most seasoned HR professional
- Develop a consistent approach for every manager to use in handling employee issues
- Meet the demands of changing legislation and varying interpretations of laws such as
 - Family Medical Leave Act (FMLA)
 - Fair Labor Standards Act (FLSA)
 - Consolidated Omnibus Budget Reconciliation Act (COBRA)
 - Health Insurance Portability and Accountability Act (HIPAA)
- Create a workplace environment that treats employees both fairly and legally
- Implement new employment management techniques to boost productivity
- Eliminate all forms of harassment and discrimination to create a safe work environment for all
- And much more!



AUGUST 2013 LOCATIONS AND DATES

ARIZONA	Lake Havasu City August 15	MISSISSIPPI	Gulfport August 23
	Yuma August 16		Tupelo August 29
CALIFORNIA	Archie August 19	NEVADA	Las Vegas August 14
	Burbank August 20		OHIO
	Ontario August 21		Akron August 12
	Palm Springs August 22		Cleveland August 14
	Riverside August 23		Columbus August 13
LOUISIANA	Alexandria August 7		Dayton August 15
	Baton Rouge August 22	TEXAS	Texarkana August 29
	Houma August 21		UTAH
	Lafayette August 9		Cedar City August 13
	Lake Charles August 8		
	Monroe August 27		
	New Orleans August 20		
	Shreveport August 28		

FRED PRYOR SEMINARS 62

Express Enrollment! • <http://events.pryor.com/278978> • Only \$149

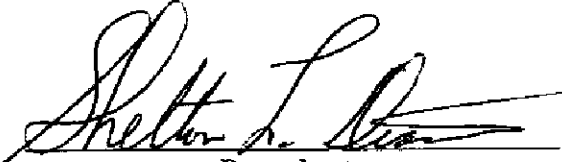
**IN THE MATTER OF TRANSFERRING INTEREST EARNED
FROM THE PAYROLL CLEARING CHECKING ACCOUNT
AND THE INSURANCE CLEARING CHECKING ACCOUNT**

There came on this day for consideration the matter of transferring interest earned from the payroll clearing checking account and the insurance clearing checking account

It appears to this Board that interest has been earned in the payroll clearing checking account in the amount of \$ 96 and in the insurance clearing checking account in the amount of \$ 1 30 and should be transferred to the General County Fund

This Board after motion by Lynn Horton and seconded by R B Davis doth vote unanimously to transfer said amounts in the above referenced checking accounts to the General County Fund

SO ORDERED, this the 6th day of June, 2013


President

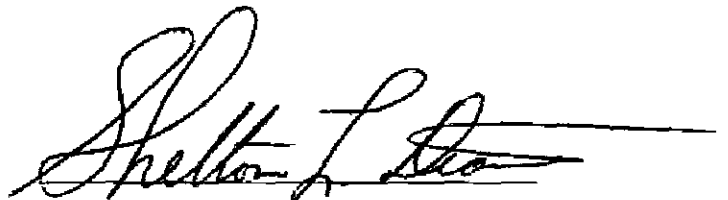
IN THE MATTER OF AN INTERFUND LOAN

There came on this day for consideration the matter of an inter fund loan for \$ 15,464 38 to fund #216, Courthouse New Roof Notes 2010 Fund from fund #013, Utilization Fund.

It appears to this Board that an inter fund loan should be made to fund #216, Courthouse New Roof Notes 2010 Fund in the amount of \$ 15,464 38 due to the annual note payment being paid to Renasant Bank and in order for the said fund to not be overdrawn

After motion by Luke Lummus and second Lynn Horton this Board doth vote unanimously to loan \$15,464 38 to fund #216, Courthouse New Roof Notes 2010 Fund from fund #013, Utilization Fund

SO ORDERED, this the 6th day of June, 2013



Shelton L. Deo
President

**IN THE MATTER OF AN INTER FUND LOAN TO CERTAIN FUNDS
IN CLAY COUNTY, MISSISSIPPI**

There came on this day for consideration the matter of an inter fund loan in the amount of \$ 1,479 25 from fund #114, Volunteer Fire Fund to fund #116, Volunteer Fire Insurance Rebate Monies Fund

It appears to this Board that fund #116, Volunteer Fire Insurance Rebate Monies Fund had one claim presented for payment for the month of May 2013. Additionally, in order for the said claim to be paid, funds must be transferred from fund #114, Volunteer Fire Fund to fund #116, Volunteer Fire Insurance Rebate Monies Fund in anticipation of receiving the VF Insurance Rebate Monies from the State of Mississippi.

Therefore, after motion by Luke Lummus and seconded by Lynn Horton, this Board doth vote unanimously to loan \$1,479 25 from fund #114, Volunteer Fire Fund to fund #116, Volunteer Fire Insurance Rebate Monies Fund.

SO ORDERED, this the 6th day of June, 2013



President

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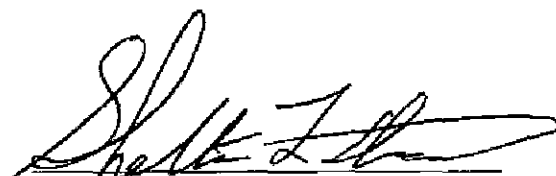
NO _____

**IN THE MATTER OF SPREADING ON THE MINUTES THE APPROVAL RECEIVED
FROM THE MS DEPARTMENT OF REVENUE EXTENDING THE DEADLINE FOR
TWO YEARS ON THE RE-CLASSIFICATION OF THE AGRICULTURAL MAPS**

There came on this day for consideration the matter of spreading on the minutes the approval received from the MS Department of Revenue extending the deadline for two years on the re-classification of the agricultural maps

After motion by Luke Lummus and second by Lynn Horton this Board doth vote to spread on the minutes the approval received as attached hereto as Exhibit A from the MS Department of Revenue extending the deadline of the re-classification of the agricultural maps for two years after the receipt of the new aerial ortho photography maps

SO ORDERED this the 6th day of June, 2013


President



May 29, 2013

To Clay County Tax Assessor and
Clay County Board of Supervisors

Property Tax received your letter dated May 24, 2013 requesting that Clay County be allowed two years from the date of the completion of the aerial maps to complete the reappraisal of the new soil maps. Property Tax understands that Clay County is participating in the 2014 Aerial Orthophotography Project. DOR Property Tax grants permission for the re-classification of agriculture use to be due two years after the receipt of the new Aerial Orthophotography.

Please contact us if further assistance is needed.

Sincerely Yours,

Renae Smith
Director, Industrial and Mapping Division
Property Tax Bureau
Mississippi Department of Revenue
601-923-7604, fax 601-923-7637
renae.smith@dor.ms.gov
cc Tony Lawler

NO _____

IN THE MATTER OF APPROVING AND AUTHORIZING THE PRESIDENT TO EXECUTE THE INTER LOCAL AGREEMENT WITH CERTAIN COUNTIES TO PARTICIPATE IN THE SHARING OF THE COST OF THE FLY-OVER OF THE AERIAL ORTHO PHOTOGRAPHY MAPS

There came on this day for consideration the matter of approving and authorizing the President to execute the interlocal agreement with certain counties to participate in the sharing of the cost of the new fly-over of the aerial ortho photography

It appears to this Board as attached hereto as Exhibit A it is time to re-fly for updated aerial photography and due to the costly nature of the professional service several of the counties are wanting to have an interlocal agreement in place to share in the said cost, obviously, the more counties that participate at one time, the more cost effective the fee is for the service, and,

It appears that once the aerial photography is complete and proof of payment can be furnished the MS Department of Transportation will reimburse the said county up to \$10,000 for the said cost of the fly-over expense

After motion by Luke Lummus and second by R B Davis this Board doth vote unanimously to approve to participate in the said Inter local Agreement and authorize the President to execute the said agreement as attached hereto as Exhibit A

SO ORDERED this the 6th day of June, 2013



President

Northeast Mississippi Aerial Photography Update Initiative 2013-2014 Interlocal Agreement

State of Mississippi

County of Carroll
County of Chickasaw
County of Choctaw
County of Clay
County of Grenada
County of Humphreys
County of Kemper
County of Lafayette
County of Lauderdale
County of Lee
County of Lowndes
County of Monroe
County of Montgomery
County of Neshoba
County of Noxubee
County of Oktibbeha
County of Pontotoc
County of Tallahatchie
County of Webster
County of Winston

Interlocal Cooperation Agreement

This agreement is made among the Board of Supervisors, of the respective counties as set forth hereinafter, pursuant to the Interlocal Cooperation Act of 1974, Section 17-13-3 et seq , Mississippi Code of 1972, as amended

As the purpose of this Interlocal Agreement is to collectively seek and procure services to conduct Aerial Photography and Survey of the (twenty (20) named counties

as directed under section 27-35-101 Mississippi Code 1972 as required for compliance with section 27-35-113 Mississippi Code 1972 at a substantially reduced cost to the Tax Payers

I Title

This joint agreement between the aforementioned cooperative counties shall be known as Northeast Mississippi Aerial Photography Update Initiative (NEMSAPU)

II Statutory Authority

Counties are individually authorized to engage in Aerial Photography and Survey as allowed under section 27-35-101 Miss Code 1972 Section 17-13-3 Miss Code 1972, allows the cooperative activity under section 27-35-113 Miss Code 1972

III Duration

This agreement shall continue in force and effective from date of its approval until all work is complete and accepted by all parties but no longer than the current term of any Board of Supervisors which is a party hereto

IV Purpose

The purpose of this agreement is to allow the participating counties to collectively bid for and receive services that are like in kind and required by statute that would otherwise be more costly or prohibitive to contract for separately Ultimately, the expressed purpose is to acquire Aerial Photography for Assessment purposes at a

substantially reduced cost to the Tax Payer. By acting in concert there is reason to believe the group will benefit from other Government bodies wanting access to the completed project

V Administration

For the ease of administration, Blake Wallace, Executive Director of the Hinds County Economic Development Authority will co-ordinate bid processes and act as single point of contact for all Counties and potential vendors. Each County shall be responsible for approving its portion of any bids received and will be responsible for cost associated to the Initiative incurred for their county only. In the case any other Government Bodies provide assistance funding for project completion it will be up to that entity to describe the nature and distribution of funding.

VI Financing

It will be the responsibility of each County to arrange for contract and financing with the agreed upon vendor based on contract bid acceptance.

VI Termination

This agreement may be terminated as to any county at any time with the adoption of an Order by the county. In such an event the Agreement will have no further effect on that county from the effective date of the Order. The terminating county will resolve any contractual issues with the vendor independently. Dependent on the timing of termination other counties may have to re-bid or negotiate with the vendor(s).

VII Bid for Services

There will be a final agreed upon bid for basic services. Said bid will be the basis for fees paid by participating counties. Base service will be but not limited to, Rectified Orthographic Photography to agreed specifications. Each county will individually contract for additional services as required by their jurisdiction.

VIII Contracting

Each County will ultimately be responsible for the final contract and payment agreements with the approved vendor. This agreement does not bind any county for any other counties' obligations or debts.

IX Additional Jurisdiction

Should any other county or other government body wish to join this agreement they may do so in writing, agreeing to all terms and conditions prior to final determination of bid.

Lloyd Ashmore, President
Carroll County Board of Supervisors
PO Box 60
Carrollton, MS 38917

Date _____

ATTEST

Stanley S. Mullins
Chancery Clerk

Date _____

01 74

Anderson McFarland, President
Chickasaw County Board of Supervisors
1 Pinson Square, Room 3 Courthouse
Houston, MS 38851

Date _____

ATTEST

Wanda Sweeney
Chancery Clerk

Date _____

75

Chris McIntire, President
Choctaw County Board of Supervisors
P O Box 907
Ackerman, MS 39735

Date _____

ATTEST

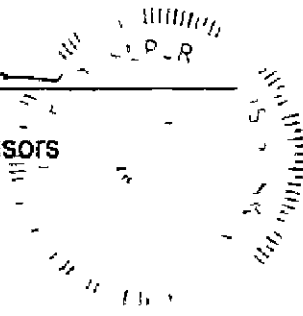
Steve Montgomery
Chancery Clerk

Date _____

c 76

Shelton Deanes

Shelton Deanes, President
Clay County Board of Supervisors
P O Box 795
West Point, MS 39773



Date 6/6/13

ATTEST

Amy Berry

Amy Berry
Chancery Clerk

Date 6/6/13

77

Chad Bridges, President
Grenada County Board of Supervisors
PO Box 1208
Grenada MS 38902-1208

Date _____

ATTEST

Johnny L. Hayward
Chancery Clerk

Date _____

o 78

Richards Stevens, President
Humphreys County Board of Supervisors
102 Castleman St
Belzoni MS 39308

Date _____

ATTEST

Lawrence Browder
Chancery Clerk

Date _____

r **79**

Johnny B. Whitsett, President
Kemper County Board of Supervisors
PO Box 188
DeKalb, MS 39328

Date _____

ATTEST

Shirlene Watkins
Chancery Clerk

Date _____

80

Jeff Busby, President
Lafayette County Board of Supervisors
300 N Lamar Street, Suite 222
Oxford, MS 38665

Date _____

ATTEST

Sherry Wall
Chancery Clerk

Date _____

2 1

Hank Florey, President
Lauderdale County Board of Supervisors
410 Constitution Avenue, 11th Floor
Meridian, MS 39301

Date _____

ATTEST

Carolyn Mooney
Chancery Clerk

Date _____

82

Bobby Smith, President
Lee County Board of Supervisors
201 W Jefferson, Suite A
Tupelo, MS 38804

Date _____

ATTEST

Bill Benson
Chancery Clerk

Date _____

83

Harry Sanders, President
Lowndes County Board of Supervisors
PO Box 684
Columbus, MS 39703

Date _____

ATTEST

Lisa Neese
Chancery Clerk

Date _____

01 84

Billy Kirkpatrick, President
Monroe County Board of Supervisors
P O Box 578
Aberdeen, MS 39730

Date _____

ATTEST

Ronnie Boozer
Chancery Clerk

Date _____

85

Ron Wood, President
Montgomery County Board of Supervisors
P O Box 674
Winona, MS 38967

Date _____

ATTEST

Talmadge Golding
Chancery Clerk

Date _____

86

8

Keith Lillis, President
Neshoba County Board of Supervisors
401 Beacon Street, Suite 201
Philadelphia, MS 39350

Date _____

ATTEST

Guy Nowell
Chancery Clerk

Date _____

87

William Oliver, President
Noxubee County Board of Supervisors
505 South Jefferson Street
Macon, MS 39341

Date _____

ATTEST

Mary Shelton
Chancery Clerk

Date _____

. n 88

Orlando Trainer, President
Okibbeha County Board of Supervisors
PO Box 80285
Starkville, MS 39759

Date _____

ATTEST

Monica Banks
Chancery Clerk

Date _____

Wayne Stokes, President
Pontotoc County Board of Supervisors
11 East Washington St
Pontotoc, Ms 38863

Date _____

ATTEST

Gary Moorman
Chancery Clerk

Date _____

Johnny Goodwin, President
Tallahatchie County Board of Supervisors
PO Box 350
Charleston, MS 28921-0350

Date _____

ATTEST

Anita M Greenwood
Chancery Clerk

Date _____

Pat Cummings
Webster County Board of Supervisors
PO BOX 417
Walthall, MS 39771

Date _____

ATTEST

Russ Turner
Chancery Clerk

Date _____

92

Mike Peterson, President
Winston County Board of Supervisors
PO Box 69
Louisville, MS

Date _____

ATTEST

Julie Cunningham
Chancery Clerk

Date _____

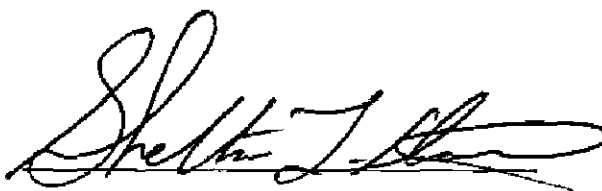
**IN THE MATTER OF DESTROYING OLD SURRENDERED CAR TAGS THAT HAVE
BEEN CERTIFIED TO THE BOARD BY THE TAX COLLECTOR**

There came on this day for consideration the matter of destroying old surrendered car tags that have been certified to the Board by the Tax Collector

It appears to this Board that Paige Lamkin, Clay County Tax Collector, has certified to the Board of Supervisors that the attached list marked Exhibit A is a list of the car tags surrendered for the time period stated there in

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to authorize the Tax Assessor, Paige Lamkin, to destroy old surrendered car tags as attached hereto as Exhibit A.

SO ORDERED, this the 6th day of June, 2013



President



Clay County Tax Assessor/Collector
Paige Lamkin
P O Box 795
West Point, MS 39773
Phone (662) 494-3432 or (662) 494-2724
Fax (662) 494-7452

I, Paige Lamkin, Tax Assessor/Collector of Clay County, do hereby certify that the vehicle tags as listed on the attached were surrendered to our office. These tags listed will be destroyed and the original list has been presented to the Clay County Chancery Clerk.

The tags listed here were surrendered to our office between the period of March 01 2013 and June 04 2013

Paige Lamkin

Paige Lamkin, Tax Assessor/Collector

6-5-13

Date

3-1	Cyt 137	Cy 7106	DB 23486	DB 16125
	Cy 833	Cy A741	Cy 950	Cy 2583
	Cy 117	Cy I678	4-9 Cyd 358	Cy F095
	Cy 1015	3-15 Cy 1485	Cy 087	5-14 DBL 24447
	Cy 989	Cy 100	Cy 605	PTLR 42041
	4-10 D0664H	Cy 5709	4-12 DBL 2438	5-15 Cy 6052
	Cy 930	3-18 Cy 2677	PTLR 201351H	Cy 519
	Cy 260	1-17 205	4-15 Cy 850	5-17 DBK 570
	Cy 290	3-19 Cy 6513	4-18 DBL 2200	Cy 6634
3-4	4-19 103	Cy 7399	DBL 2606	5-20 Cy 977
	Cy 2525	3-21 Cy 624	Cy 150	DB 42448
	Cy 353	Cy 883	NK 3225	5-23 VR BARVAN
	Cy 1084	Cy E382	4-22 HARREI	Cy 415
	Cy 6392	3-22 Cy 200	BIDIANI 35	Cy F036
	Cy 772	3-25 Cy 103	Cy 272	5-24 DBL 2801
	PTLR 42972P	Cy 3599	Cy 1757	Cy E827
	Cy 761	Cy 275	Cy 029	Cy 2418
	Cy 874	3-27 Cy 307	4-24 Cy 049	Cy 2845
	Cy 777	Cy 610	4-25 Cy 152	DBL 22 59
	Cy 219	Cy 5096	KF 9341	5-28 KT 9482
	Cy 092	3-28 Cy 461	Cy 3197	Cy T975
3-6	Cy 725	Cy 792	4-26 Cy 204	BIO 2AB 179
3-7	Cy 004	4-1 Cy 348	DBL 2436	Cy 700
	Cy 826	Cy 2506	4-29 DBL 2599	5-29 NL 157 NO
	Cy 613	4-2 Cy 456	MSULLIM 23	5-30 DBI 900
	Cy 482	Cy F524	Cy 979	4M 836
	DBL 2470	4-3 Cy 7192	DB 31166	5-31 Cy 250
3-11	Cy 746	Chw 642	5-1 MKL 649	Cy 398
3-12	DBI 895L	4-4 Cy 299	5-2 Cy 354	LV 1662
	VR BRAE	Cy 041	Cy 426	DS 50D12
	DBL 2471	Cy 117	Cy 409	G5304
3-13	Cy 260	Cy 668	5-3 RENG 14126	Cy 1980
	Cy 430	4-5 Cy 831	5-7 DBI 9107	Cy 336
	Cy 7328	Cy 7240	5-9 Cy 7236	Cy 1619
3-14	Cy 707	Cy 6598	Cy F028	6-3 Cy 197
	Cy 2711	4-8 Cy 506	5-10 MCA 7933	Cy 3252
	Cy 5732	IT 789	5-15 DBI 8909	UM 31084R
3-15	Cy 954	Cy 030	VRCH 315EA	6-4 Cy 822
	Cy 285			

The Board of Supervisors of Clay County, Mississippi (the "Governing Body"), acting for and on behalf of Clay County, Mississippi (the "County"), took up for consideration the matter of employing the Counsel for the County in connection with the issuance of General Obligation Industrial Development Bonds of said County in the total aggregate principal amount of not to exceed Eleven Million Dollars (\$11,000,000) After a discussion of the subject, Supervisor Lynn Horton offered and moved the adoption of the following resolution

RESOLUTION OF THE BOARD OF SUPERVISORS OF CLAY COUNTY, MISSISSIPPI (THE "GOVERNING BODY" OF THE "COUNTY"), AUTHORIZING THE EMPLOYMENT OF COUNSEL TO THE COUNTY IN CONNECTION WITH THE ISSUANCE OF GENERAL OBLIGATION INDUSTRIAL DEVELOPMENT BONDS (THE "BONDS") IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED ELEVEN MILLION DOLLARS (\$11,000,000), OF THE COUNTY TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR ACQUIRING LAND FOR THE PRAIRIE BELT POWERSITE AND FOR CONSTRUCTION OR CONTRACTING FOR THE CONSTRUCTION OF STREETS, ROADS, RAILROADS, SPUR TRACKS, SITE IMPROVEMENTS, WATER, SEWERAGE, DRAINAGE, POLLUTION CONTROL AND OTHER RELATED FACILITIES NECESSARY OR REQUIRED FOR INDUSTRIAL DEVELOPMENT PURPOSES OR THE DEVELOPMENT OF INDUSTRIAL PARK COMPLEXES, TO ACQUIRE, PURCHASE, INSTALL, LEASE, CONSTRUCT, OWN, HOLD, EQUIP, CONTROL, ACQUIRE OR CONSTRUCT OTHER STRUCTURES AND FACILITIES NECESSARY AND CONVENIENT FOR THE PLANNING, DEVELOPMENT, USE, OPERATION AND MAINTENANCE OF AN INDUSTRIAL PARK OR PARKS OR FOR OTHER INDUSTRIAL DEVELOPMENT PURPOSES, INCLUDING, BUT NOT LIMITED TO, UTILITY INSTALLATIONS, ELEVATORS, COMPRESSORS, WAREHOUSES, BUILDINGS AND AIR, RAIL AND OTHER TRANSPORTATION TERMINALS AND POLLUTION CONTROL FACILITIES

WHEREAS, the Board of Supervisors of Clay County, Mississippi (the "Governing Body" of the "County"), acting for and on behalf of the County, hereby finds, determines, adjudicates and declares as follows

1 The Governing Body has determined the necessity to raise money for the purpose of providing funds for acquiring land for the Prairie Belt Powersite and for construction or contracting for the construction of streets, roads, railroads, spur tracks, site improvements, water, sewerage, drainage, pollution control and other related facilities necessary or required for industrial development purposes or the development of industrial park complexes, to acquire, purchase, install, lease, construct, own, hold, equip, control, acquire or construct other structures and facilities necessary and convenient for the planning, development, use, operation and maintenance of an industrial park or parks or for other industrial development purposes,

including, but not limited to, utility installations, elevators, compressors, warehouses, buildings and air, rail and other transportation terminals and pollution control facilities (the "Project")

2 It is necessary and in the public interest for the County to issue General Obligation Industrial Development Bonds in the total aggregate principal amount of not to exceed Eleven Million Dollars (\$11,000,000) (the "Bonds") to finance the cost of the Project

3 That in order to prepare the necessary resolutions and documents for the sale and issuance of the Bonds, it is in the best interest of the County to authorize the law firm of, Edwards, Storey, Marshall, Helveston & Easterling, West Point, Mississippi, as County Counsel, along with other professionals employed by the County, to prepare and distribute such resolutions and documents necessary in order to facilitate the sale and issuance of such Bonds of the County at a subsequent date

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY ACTING FOR AND ON BEHALF OF THE COUNTY, AS FOLLOWS

SECTION 1 The Governing Body hereby declares its intention to authorize the issuance of the Bonds of the County to raise money for the purpose of providing funds for the Project

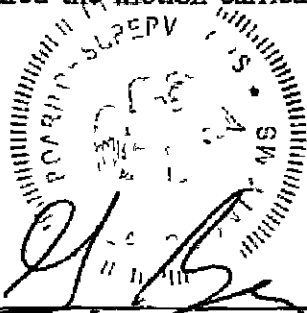
SECTION 2 The Governing Body herein employs the law firm of Edwards, Storey, Marshall, Helveston & Easterling, West Point, Mississippi, as County Counsel, in connection with the sale and issuance of the Bonds, and authorizes them, along with other professionals employed by the County, to prepare the necessary resolutions and offering documents for the subsequent sale and issuance of the Bonds subject to the approval of the Governing Body of the County

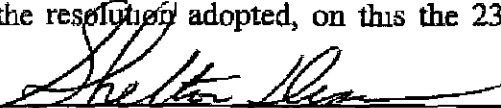
Supervisor Luke Lummus seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows


Supervisor Lynn "Don" Horton	voted	Aye
Supervisor Luke Lummus	voted	Aye
Supervisor R B Davis	voted	Aye
Supervisor Shelton L Deanes	voted	Aye
Supervisor Floyd T McKee	voted	Aye

[remainder of page left blank intentionally]

The motion having received the affirmative vote of a majority of the members present, the President declared the motion carried and the resolution adopted, on this the 23rd day of May, 2013




PRESIDENT, BOARD OF SUPERVISORS,
CLAY COUNTY, MISSISSIPPI

ATTEST

CLERK, BOARD OF SUPERVISORS,
CLAY COUNTY, MISSISSIPPI

(SEAL)

ButlerSnow 16486774v1

NO _____

**IN THE MATTER OF APPROVING BLUE CROSS BLUE SHIELD OF MISSISSIPPI AS
THE HEALTH INSURANCE PROVIDER FOR THE EMPLOYEE GROUP HEALTH
INSURANCE PLAN**

There came on this day for consideration the matter of approving Blue Cross Blue Shield of Mississippi as the Health Insurance provider for the employee group health insurance plan

It appears to this Board as attached hereto as Exhibit A quotes have been received for group health insurance plans and it appears Blue Cross Blue Shield of MS rates for the July 1, 2013 thru June 30, 2014 year have not increased and appear to be the best most competitive rate for Clay County

After motion by R B Davis and second by Lynn Horton this Board doth vote unanimously to approve Blue Cross Blue Shield of MS as the employee Group Health Insurance provider for the upcoming July 2013 – June 2014 year

SO ORDERED this the 6th day of June, 2013



President

Amy Berry

From: Treva Hodge <thodge@claycounty.ms.gov>
Sent: Wednesday, June 05, 2013 1:09 PM
To: aberry@claycounty.ms.gov
Subject: Agenda

Hey,

Reminder to put me on agenda for BCBS and Guardian renewal. Kind of push me towards the very end. I have a short meeting in the morning with Robert Parker and Bert Parker. Just holler when you need me. It shouldn't take long.

Thanks,
Treva Hodge
Clay County, MS
P O Box 815
205 Court Street
West Point, MS 39773
662-494-3124 (phone)
662-492-4059 (fax)
thodge@claycounty.ms.gov

101

14



It's good to be Blue

April 18 2013

Treva R. Hodge
Clay County MS
PO Box 815
West Point, MS 39773

Dear Group Leader

Blue Cross & Blue Shield of Mississippi believes that every workplace should be a Healthy Workplace. That's why we offer the benefits, resources and support you and your employees need to be healthy, work healthy and better manage your healthcare costs.

When you partner with Blue, you can expect:

- Worksite wellness education and incentive programs,
- Health and Wellness benefits that encourage your employees to take ownership of their health and healthcare costs
- Mississippi's best network of health and wellness providers
- Prescription drug management based on best practices
- Blue Health Management for chronic diseases and high cost care
- myBlue access to secure online tools and information, and
- Customer service excellence and administrative efficiency, all backed by Mississippi's Health and Wellness Team

Your renewal premium reflects your current benefits, benefit utilization savings as a tobacco-free workplace and our emphasis on managing cost trends. Your new premiums will be effective July 1, 2013 and provided on future e-billings.

	<u>Current Premium</u>	<u>Renewal Premium</u>
Employee Only	\$573.82	\$573.82
Employee/Family	\$751.12	\$751.12
Change Percentage	0.00%	

In 2013, our focus on healthcare cost-savings opportunities continues with enhanced benefits and proactive medical and prescription drug cost and care management – all aligned with the priority of helping your employees take ownership of their health. This focus is combined with our innovative use of technology and e-tools such as myBlue.

We look forward to meeting with you soon to discuss your renewal and our health and wellness partnership initiatives for the year. If you have any questions prior to our meeting, please contact your Certified Blue Cross & Blue Shield of Mississippi Agent or contact me directly at 601-664-4482.

Thank you for the opportunity to continue as your health and wellness partner. Our ongoing health and wellness partnership is based on the value excellence that only Blue Cross & Blue Shield of Mississippi can provide. Now more than ever, it's good to partner with Blue!

Best of health


Doug Henley
Director, Sales

cc James Galloway
Matthew Brinson

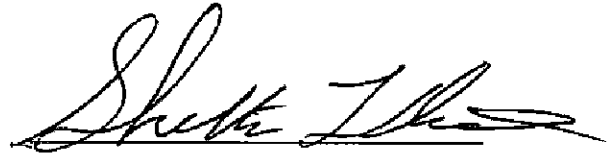
NO _____

**IN THE MATTER OF APPROVING GUARDIAN LIFE INSURANCE AS THE
INSURANCE PROVIDER OF THE EMPLOYEE GROUP LIFE INSURANCE PLAN
AND THE DENTAL AND VISION INSURANCE POLICIES**

There came on this day for consideration the matter of approving Guardian Life Insurance as the insurance provider of the employer group life insurance plan and the dental and vision insurance plan

After motion by R B Davis and second by Lynn Horton this Board doth vote unanimously to continue Guardian Life Insurance as the insurance provider for the upcoming plan year of July 2013 thru June 2014 for the employee group life insurance plan and to use Guardian Life Insurance as the insurance provider for the dental and vision insurance policies

SO ORDERED this the 6th day of June, 2013



President

IN THE MATTER OF APPROVING TO PROCEED IN THE UTILIZING OF THE RE-CATAGORIZED PRESCRIPTIONED DRUG LIST WHICH WOULD RESULT IN A 3% COST SAVINGS TO THE COUNTY ON THE GROUP HEALTH INSURANCE PLAN WITH BLUE CROSS BLUE SHIELD OF MISSISSIPPI

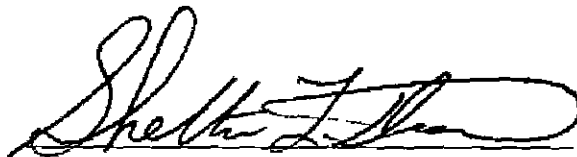
There came on this day for consideration the matter of approving to proceed in the utilizing of the re-categorized prescription drug list which would result in a 3% cost savings to the county on the Group Health Insurance plan with Blue Cross Blue Shield of MS

It appears to this Board in 2014 all health insurance companies will be required by the Federal government to utilize the re-categorized prescription drug list/schedule, and,

It appears to this Board for those companies or entities which choose to sign up early to use the new re-categorized prescription drug list the said entity will receive a 3% discount/credit which would calculate an approximate savings for Clay County of about \$18,000

After motion by Luke Lummus and second by R B Davis this Board doth vote unanimously to implement and use the new re-categorized prescription drug list effective immediately in order for the county to benefit from the 3% savings

SO ORDERED this the 6th day of June, 2013



President

NO _____

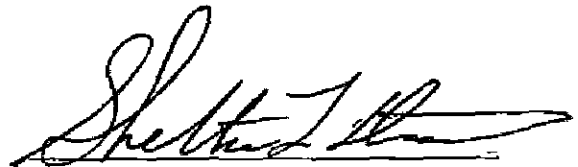
**IN THE MATTER OF APPROVING AND AUTHORIZING THE CHANCERY CLERK TO
SIGN THE REQUEST FOR CASH FORM NO 5 ON THE HOME PROJECT GRANT**

There came on this day for consideration the matter of approving and authorizing the President to sign the request for cash form no 5 on the Home Project Grant

It appears to this Board as attached hereto as Exhibit A is a request for cash form no 5 being presented by the Golden Triangle Planning and Development in the amount of \$ 48,400 00 on the Home Project Grant.

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to approve and authorize the Chancery Clerk to sign the request for cash no 5 as attached hereto as Exhibit A for the Home Project Grant

SO ORDERED this the 6th day of June, 2013



President

Program HOME PROGRAM
Recipient Jay County Board of Supervisors
Request for Cash Number 5

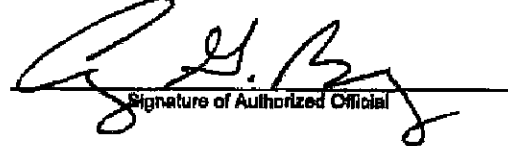
Contract Number M11 SG 280 181
Total Amount Requested \$48 400 00

IDIS #	Line Items	Vendor	Invoice #	Total Invoice	Amount of This Request	Match	Amount Budgeted	Total Received to Date	Balance
	Application Fee						\$5,000 00	\$5,000 00	\$0 00
	Total Administration			\$0 00	\$0 00	\$0 00	\$5,000 00	\$5,000 00	\$0 00
Home #1	Brownlee						\$101,300 00	\$3,250 00	\$98,050 00
	60% Inspection	Metro Home Insp	1	\$400 00	\$400 00				\$400 00
	60% Construction	Robert Avant	1	\$46,000 00	\$46,000 00				\$46,000 00
	Activity Delivery	Golden Triangle PDD		\$2,000 00	\$2,000 00				\$0 00
Home #1				\$48,400 00	\$48,400 00	\$0 00	\$101,300 00	\$51,650 00	\$46,650 00
Home #2	Morgan						\$108,000 00	\$2,850 00	\$103,150 00
									\$0 00
									\$0 00
									\$0 00
Home #2				\$0 00	\$0 00	\$0 00	\$108,000 00	\$2,850 00	\$103,150 00
Home #3	Jack						\$101,750 00	\$2,850 00	\$98,900 00
	Activity Delivery NTP	Golden Triangle PDD							\$0 00
									\$0 00
									\$0 00
Home #3				\$0 00	\$0 00	\$0 00	\$101,750 00	\$2,850 00	\$98,900 00
Home #4	Robinson						\$101,500 00	\$1,875 00	\$99,625 00
									\$0 00
									\$0 00
									\$0 00
Home #4				\$0 00	\$0 00	\$0 00	\$101,500 00	\$1,875 00	\$99,625 00
Home #5									\$0 00
									\$0 00
									\$0 00
									\$0 00
Home #5				\$0 00	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00

I Herby Certify That (a) the services covered by this request have not been received from the Federal / State Government or expended for such services under any other contract agreement or grant (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant. (c) the amount requested herein does not exceed the total funds obligated by contract and (d) the funds are requested for only immediate disbursements

I Herby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations

107


Signature of Authorized Official

5/29/13
Date Signed

Patsy Patterson
Prepared By

Amy Berry, Chancery Clerk
Typed Name and Title of Authorized Official

662-324 7860
Preparer's Telephone No

Program HOME PROGRAM
Recipient lay County Board of Supervisors
Request for Cash Number 5

Contract Number M11-SG-280-181
Total Amount Requested \$48 400 00

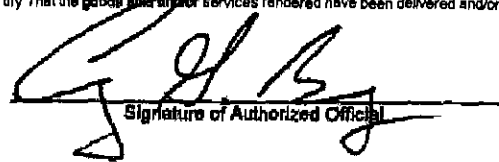
IDIS #	Line Items	Vendor	Invoice #	Total Invoice	Amount of This Request	Match	Amount Budgeted	Total Received to Date	Balance
Home #6									\$0 00
									\$0 00
									\$0 00
									\$0 00
Home #6				\$0 00	\$0 00	\$0 00	\$0 00		\$0 00
Home #7									\$0 00
									\$0 00
									\$0 00
Home #7				\$0 00	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00
Home #8									\$0 00
									\$0 00
									\$0 00
									\$0 00
Home #8				\$0 00	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00
Home #9									\$0 00
									\$0 00
									\$0 00
				\$0 00	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00
							TOT REQ TO DTE	\$15,925 00	
GRAND TOTAL				\$48,400 00	\$48,400 00	\$0 00	\$415,580 00	\$64,326 00	\$351 225 00

Services Rendered Beginning May 15 2013 Thru May 31 2013

Cumulative Program Expenditures \$15,925 00 Plus (+) Matching Expenditures \$0 00 Equals (=) Total Expenditures \$15 925 00

I hereby certify that (a) the services covered by this request have not been received from the Federal / State Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant (c) the amount requested herein does not exceed the total funds obligated by contract, and (d) the funds are requested for only immediate disbursements

I hereby certify that the goods and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

108

 Signature of Authorized Official
 Amy Berry, Chancery Clerk
 Typed Name and Title of Authorized Official

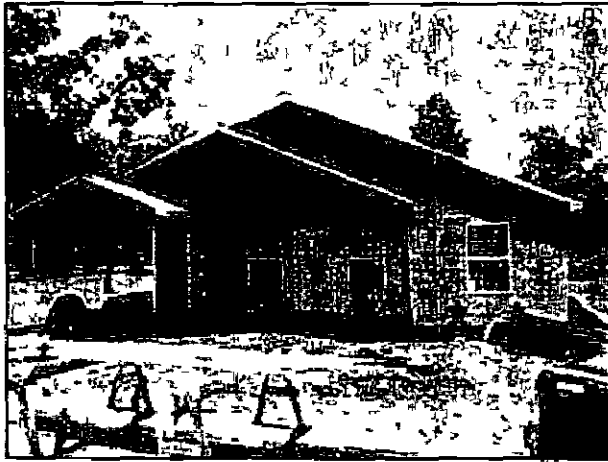
5/29/13
 Date Signed

Patsy Patterson
 Prepared By
 882 324-7860
 Preparer's Telephone No

Inspection Report

Mr. Henry Lee Brownlee

Property Address
20787 Hwy 46
Montpelier Ms 39755



Metro Home inspection, LLC

Johnnie Daniels MHIB-0301NH
93 Crownpoint
Jackson, Mississippi 39211
601-503-6019 MS License MHIB-0301HN

HomeGauge
Services

109
601

Table of Contents

Cover Page

Table of Contents

1 Phase Two Guideline

2 Foundation/Slab and Rough Framing

3 Roofing

General Summary

Invoice

Back Page

102

110

1 Phase Two Guideline

Phase Two of the inspection includes a re-inspection of Phase One. Please review the entire report.

1.0 DESCRIBE THE STAGE OF COMPLETION

Comments

<p>Comments</p>	<p>[The main body of the table is mostly blank with some faint, illegible markings and noise.]</p>
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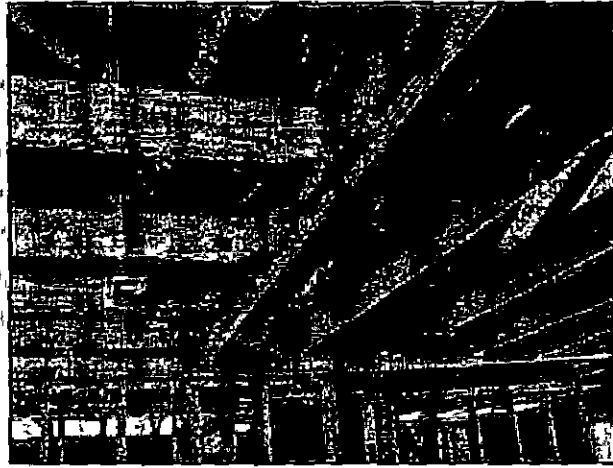
111

11

10 (1) The home has been roughed in with a plywood and felt papered roof and exterior walls have backer board (underlayment) including a housewrap (Tyvek) Plumbing electrical heating and cooling rough-in have been installed Wall insulation has been installed



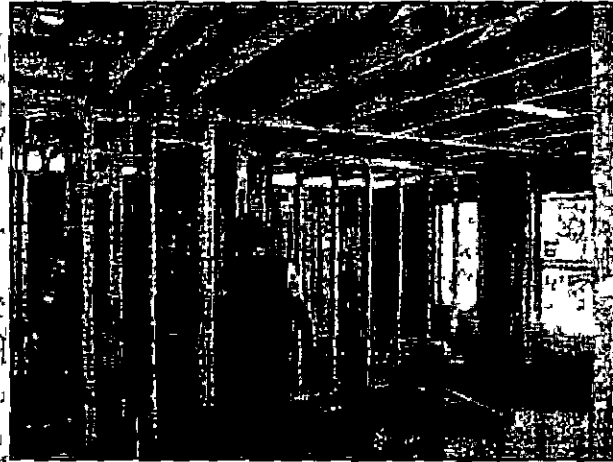
10 Picture 1



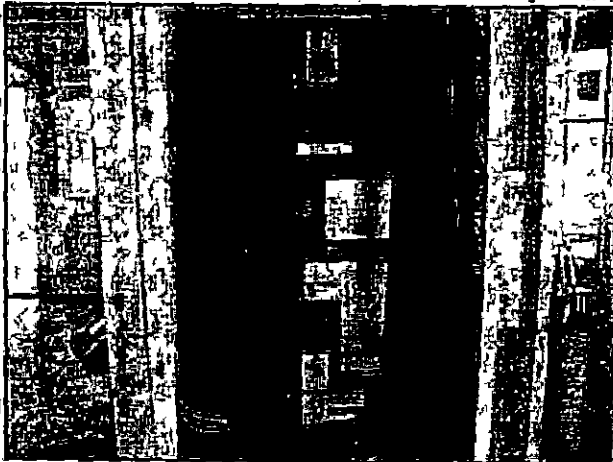
10 Picture 2



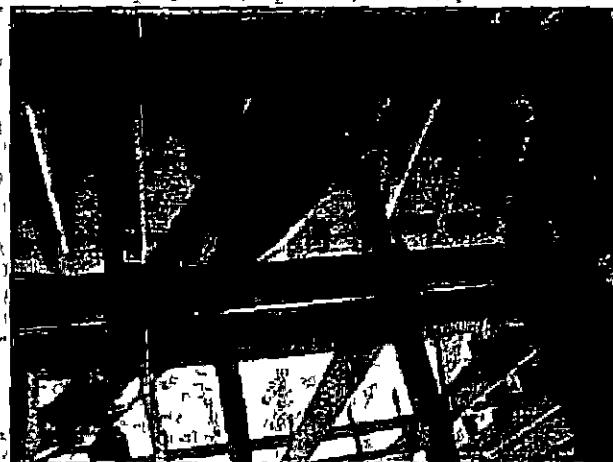
10 Picture 3



10 Picture 4



10 Picture 5

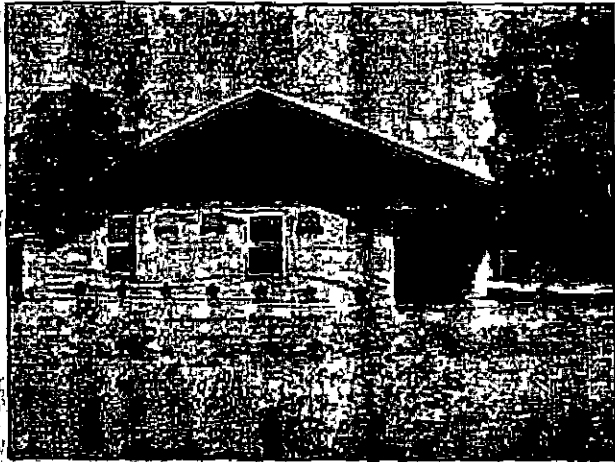


10 Picture 6

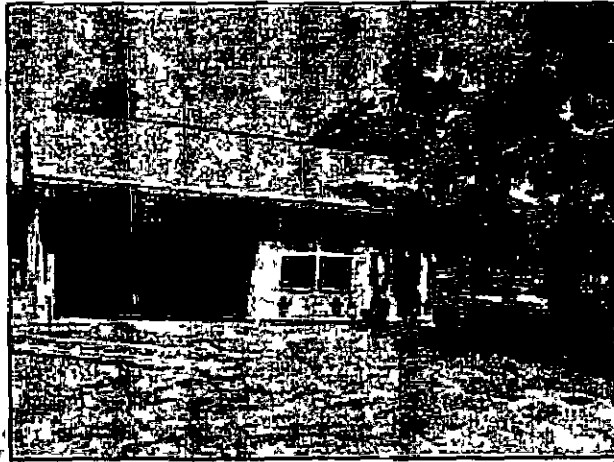


10 Picture 7

(2) The roof covering exterior doors and windows have been installed



10 Picture 8



10 Picture 9



10 Picture 10

This Guideline is intended to help the customer understand the limitations of this inspection. The time spent inspecting the progress of the construction, limits the inspector to a visual inspection for workmanlike practices. It does not determine the conformity to the blueprints in regards to dimensions and locations. It cannot prevent shortcuts by sub-contractors that could occur in between inspections and in the absence of the builder. The inspector does not determine whether or not agreed selections of fixtures or materials were used.

2 Foundation/Slab and Rough Framing

The Home Inspector shall observe structural components including foundations, floors, walls, columns or piers, ceilings and roof. The home inspector shall describe the type of Foundation, floor structure, wall structure, columns or piers, ceiling structure, roof structure. The home inspector shall probe structural components where deterioration is suspected. Enter under floor crawl spaces, basements, and attic spaces except when access is obstructed, when entry could damage the property, or when dangerous or adverse situations are suspected, Report the methods used to observe under floor crawl spaces and attics, and Report signs of abnormal or harmful water penetration into the building or signs of abnormal or harmful condensation on building components. The home inspector is not required to enter any area or perform any procedure that may damage the property or its components or be dangerous to or adversely affect the health of the home inspector or other persons.

		IN	NI	UN	Styles & Materials
2.0	FOUNDATIONS, BASEMENTS AND CRAWLSPACES AND DRAINAGE	X			Foundation Poured concrete
2.1	SLAB SURFACE AND WORKMANSHIP	X			Floor Structure Slab
2.2	WATER PROOFING OF FOUNDATION WALLS BELOW GRADE	X			Wall Structure 2 X 4 Wood
2.3	WALLS (Structural)	X			Ceiling Structure 2X4 2X6 2X8 2X10
2.4	COLUMNS OR PIERS	X			Roof Structure Stick-built 2 X 6 Rafters Lateral bracing Common board Sheathing
2.5	FLOORS (Structural)				Roof-Type Gable
2.6	CEILINGS (structural)	X			Method used to observe attic From entry
2.7	ROOF STRUCTURE AND ATTIC	X			Attic info Attic access

IN NI UN

IN=Inspected NI=Not Inspected UN=Unfinished or Unsatisfactory

The structure of the home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

114

3: Roofing

The home inspector shall observe Roof covering, Roof drainage systems, Flashings, Skylights, chimneys and roof penetrations; and Signs of leaks or abnormal condensation on building components. The home inspector shall Describe the type of roof covering materials, and Report the methods used to observe the roofing. The home inspector is not required to Walk on the roofing, or Observe attached accessories including but not limited to solar systems, antennas, and lightning arresters.

		IN	NI	UN
3 0	ROOF COVERINGS	X		
3 1	FLASHINGS	X		
3 2	SKYLIGHTS CHIMNEYS AND ROOF PENETRATIONS	X		
3 3	ROOFING DRAINAGE SYSTEMS	X		

Styles & Materials
 Roof Covering
 Architectural
 Asphalt/Fiberglass
 Viewed roof covering from
 Ground

IN Inspected, NI=Not Inspected, UN=Unfinished or Unsatisfactory

The roof of the home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Roof coverings and skylights can appear to be leak proof during inspection and weather conditions. Our inspection makes an attempt to find a leak but sometimes cannot. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

Prepared Using HomeGauge <http://www.HomeGauge.com> Licensed To Metro Home Inspection LLC

115

General Summary

Metro Home Inspection, LLC

93 Crownpoint
Jackson, Mississippi 39211
601-503-6019 MS License MHIB-0301HN

Customer
Mr. Henry Lee Brownlee

Address
20787 Hwy 46
Montpelier Ms 39755

The framing inspection was approved May 24 2013

Approved

Inspector Johnnie Daniels

Date May 24, 2013

1 Phase Two Guideline

1.0 DESCRIBE THE STAGE OF COMPLETION

- (1) The home has been roughed in with a plywood and felt papered roof and exterior walls have backer board (underlayment) including a housewrap (Tyvek) Plumbing electrical heating and cooling rough-in have been installed Wall insulation has been installed
- (2) The roof covering, exterior doors and windows have been installed

Prepared Using HomeGauge <http://www.HomeGauge.com> Licensed To Metro Home Inspection LLC

116

<http://www.homegauge.com/report/2577307/FullReportForUploaderPrintWithPictures.html>

5/28/2013

INVOICE

Metro Home Inspection, LLC
93 Crownpoint
Jackson, Mississippi 39211
601-503-6019 MS License MHIB-0301HN
Inspected By Johnnie Daniels

Inspection Date: 5/24/2013
Report ID 13-0057

Customer Info:	Inspection Property:
Henry Lee Brownlee Customer's Real Estate Professional	20787 Hwy 46 Montpelier Ms 39755

Inspection Fee	Service	Price	Amount	Sub-Total
	Heated Sq Ft 1,001 - 2,000	400 00	1	400 00
				Tax \$0 00
				Total Price \$400 00

Payment Method Check
Payment Status Invoice Sent
Note Framing inspection approved May 24, 2013

117



Metro Home inspection, LLC

Johnnie Daniels

93 Crownpoint
Jackson, Mississippi 39211
601-503-6019 MS License MHIB-0301HN



118

Robert Avant, Contractor
24027 Hwy 50 West
Maben, Mississippi
39750

I, Robert Avant have blocked-in
Mr. + Mrs. Henry Brownlee's house
and is now ready for my first
payment.

Robert Avant

Total Contract \$ 92,000

50% = \$ 46,000

Balance = 46,000

MEMO TO Wendy
FROM Patsy
SUBJECT ADMIN INVOICE - PROJECT #336171- Clay HOME
DATE May 28, 2013

PLEASE INVOICE THE FOLLOWING LOCAL UNIT OF GOVERNMENT FOR ADMINISTRATIVE COST THROUGH 5-31-13 FOR GRANT #1223-M11-SG-280-181

**HONORABLE SHELDON DEANES, PRESIDENT
CLAY COUNTY BOARD OF SUPERVISORS
P. O. BOX 815
WEST POINT, MS 39773**

TOTAL CONTRACT AMOUNT -	\$ 33,000
LESS PREVIOUS INVOICES -	11,125
CURRENT INVOICE AMOUNT THRU 5-31-13(50% BROWNLEE HOUSE	\$ 2,000
BALANCE LEFT IN CONTRACT -	\$ 19,875

120

NO _____

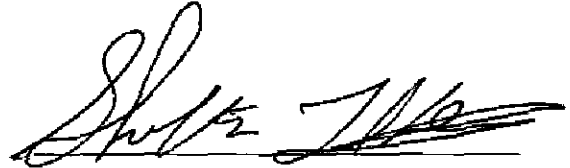
**IN THE MATTER OF APPROVING AND AUTHORIZING THE CHANCERY CLERK TO
SIGN THE REQUEST FOR CASH FORM NO 6 ON THE HOME PROJECT GRANT**

There came on this day for consideration the matter of approving and authorizing the President to sign the request for cash form no 6 on the Home Project Grant

It appears to this Board as attached hereto as Exhibit A is a request for cash form no 6 being presented by the Golden Triangle Planning and Development in the amount of \$ 10,316 67 on the Home Project Grant

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to approve and authorize the Chancery Clerk to sign the request for cash no 6 as attached hereto as Exhibit A for the Home Project Grant

SO ORDERED this the 6th day of June, 2013



President

Mississippi Development Authority
Community Services Division
Request for Cash

614

Program: **HOME Rehabilitation Program**

Section A. General Information		Section B. Project Information		
Client	Clay County Board of Supervisors	Grant No	Contract No	Project No
Client Address	P O Box 815	1123	M11-SG-280-181	
Street Address	205 Court Street	Services Rendered		Request No.
City/State/Zip	West Point, MS 39773	From	To	8
Telephone No	662-4943124	June 1 2013	Thru	June 15, 2013
				MDA Staff Initials

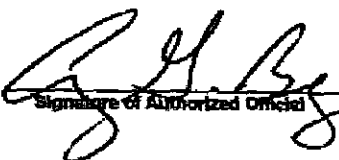
Section C. Request Per Activity						
Activity	Activity Description	Budget Amount	Total Received to Date	This Request	Remaining Balance	Activity Numbers
1	Application Fee	\$5,000.00	\$5,000.00	\$0.00	\$0.00	
2	Brownlee	\$101,300.00	\$51,850.00	\$0.00	\$49,650.00	
3	Morgan	\$106,000.00	\$2,850.00	\$3,333.34	\$99,816.66	
4	Jack	\$101,750.00	\$2,850.00	\$6,993.33	\$91,916.67	
5	Robinson	\$101,500.00	\$1,975.00	\$0.00	\$99,525.00	
6		\$0.00	\$0.00	\$0.00	\$0.00	
7		\$0.00	\$0.00	\$0.00	\$0.00	
8		\$0.00	\$0.00	\$0.00	\$0.00	
9		\$0.00	\$0.00	\$0.00	\$0.00	
10		\$0.00	\$0.00	\$0.00	\$0.00	
	Total	\$415,550.00	\$64,325.00	\$10,316.67	\$340,908.33	

Period Accomplishment Narrative: (Please provide a brief update on this project.)
 3 of the four houses are under contract. Two houses demolished with one being 50% complete. New contracts signed and expect to start construction of two houses July 1 2013

Hereby Certify That (a) the services covered by this request have not been received from the Federal Government/State Government or expended for such services under any other contract agreement or grant; (b) the amount requested be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

Hereby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

Is your final request for cash on this contract? YES X NO

 6/6/13
 Signature of Authorized Official Date Signed

Patsy Patterson 6/6/2013
 Prepared By Date Prepared

 Amy Berry, Chancery Clerk
 Typed Name and Title of Authorized Official

 662-324-7868
 Preparer's Telephone No

To be completed by MDA Authorized Official

APPROVED BY _____ DATE _____

Signature Authorized MDA Representative

oucher Number	Vendor Number	Fund Number	Cost Center	Activity Code	Org	County Code	Expense

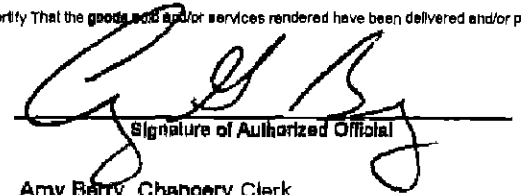
Program HOME PROGRAM
 Recipient Jay County Board of Supervisors
 Request for Cash Number 6
 Contract Number M11 SG 280 181
 Total Amount Requested \$10 316 67

IDis #	Line Items	Vendor	Invoice #	Total Invoice	Amount of This Request	Match	Amount Budgeted	Total Received to Date	Balance
	Application Fee						\$5 000 00	\$5,000 00	\$0 00
	Total Administration			\$0 00	\$0 00	\$0 00	\$5 000 00	\$5,000 00	\$0 00
Home #1	Brownlee						\$101,300 00	\$51,850 00	\$49,650 00
									\$0 00
									\$0 00
									\$0 00
Home #1				\$0 00	\$0 00	\$0 00	\$101,300 00	\$51,850 00	\$49,650 00
Home #2	Morgan						\$106,000 00	\$2,850 00	\$103,150 00
	Asbestos Removal	Pearson Environmental	1	\$3,333 34	\$3,333 34				\$3 333 34
									\$0 00
									\$0 00
Home #2				\$3,333 34	\$3,333 34	\$0 00	\$106,000 00	\$6,183 34	\$99,816 66
Home #3	Jack						\$101,760 00	\$2,850 00	\$98,900 00
	Asbestos Removal	Pearson Environmental	1	\$3,333 33	\$3,333 33				\$3 333 33
	Demolition	Major Construction	1	\$3,650 00	\$3,650 00				\$3,650 00
									\$0 00
Home #3				\$6,983 33	\$6,983 33	\$0 00	\$101,760 00	\$6,833 33	\$94,926 67
Home #4	Robinson						\$101,500 00	\$1,976 00	\$99,524 00
									\$0 00
									\$0 00
									\$0 00
Home #4				\$0 00	\$0 00	\$0 00	\$101,500 00	\$1,976 00	\$99,524 00
Home #5									\$0 00
									\$0 00
									\$0 00
									\$0 00
Home #5				\$0 00	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00

I Heraby Certify That (a) the services covered by this request have not been received from the Federal / State Government or expended for such services under any other contract agreement or grant. (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant. (c) the amount requested herein does not exceed the total funds obligated by contract. and (d) the funds are requested for only immediate disbursements.

I Heraby Certify That the goods and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

123


 Signature of Authorized Official
 Amy Betty, Chancery Clerk
 Typed Name and Title of Authorized Official


 Date Signed

Patey Patterson
 Prepared By

662 324 7880
 Preparer's Telephone No

Mississippi Development Authority
Consolidated Support Sheet

Program HOME PROGRAM
Recipient Jay County Board of Supervisors
Request for Cash Number 6

Contract Number M11-SG-280-181
Total Amount Requested \$10,316.67

IDIS #	Line Items	Vendor	Invoice #	Total Invoice	Amount of This Request	Match	Amount Budgeted	Total Received to Date	Balance
Home #6									\$0.00
									\$0.00
									\$0.00
Home #6				\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Home #7									\$0.00
									\$0.00
									\$0.00
Home #7				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Home #8									\$0.00
									\$0.00
									\$0.00
Home #8				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Home #9									\$0.00
									\$0.00
									\$0.00
				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							TOT REQ TO DATE	\$64,325.00	
GRAND TOTAL				\$10,316.67	\$10,316.67	\$0.00	\$415,550.00	\$74,841.67	\$340,808.33

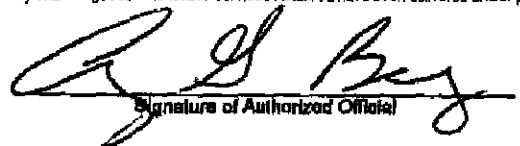
Services Rendered Beginning June 1 2013 Thru June 15 2013

Cumulative **\$64,325.00** Program Expenditures Plus (+) Matching Expenditures \$0.00 Equals (=) Total Expenditures **\$64,325.00**

I Herby Certify That (a) the services covered by this request have not been received from the Federal / State Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Herby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

124


Signature of Authorized Official

Amy Berry, Chancery Clerk
Typed Name and Title of Authorized Official


Date Signed

Patsy Patterson
Prepared By

682-324-7860
Preparer's Telephone No

662 328 5431

MAJOR CONSTRUCTION CO

1328 SHADY STREET

COLUMBUS, MS 39701

662-328-5431

To Mrs Pasty Patterson

From Major Andrews III

Date June 4, 2013

Demolition for Mrs Jack

Tearing down the house and hauling to the landfill in Starkville.

\$3,650 00

major Andrews 6/4/13

125

Received Time Jun 4 2013 11 55AM No 8050



INVOICE

2/11/2013

Bill to Major Construction
 Re Clay County Home Grant 2013
 Asbestos Removal

JOB DESCRIPTION	SUM	FEE
Per home base	\$3,500.00	
Days present on site	3	\$10,500.00
Travel fees	\$100.00/ per day	N/A
Clearance air tests	0	\$0.00
Additional tests	0	\$0.00
Discount		\$500.00
TOTAL		\$10,000.00

* *Morgan*
 3,333.34
 S *Jack*
 3,333.33

Make check payable to Pearson Environmental Services, LLC

We accept     (3.5% tax applies)

* *Remaining 3,333³³*
to be paid by
Avent Construction
for Brownee
house

"Thank you for your business"

Pearson Environmental Services
 2040 Fox Cove East
 Byram, MS 39272

126

**IN THE MATTER OF APPROVING TO TERMINATE THE CONSTRUCTION
CONTRACT WITH MAJOR CONSTRUCTION ON SARA JACK HOUSE AND THE
THALMUS MORGAN HOUSE OF THE HOME PROJECT GRANT**

There came on this day for consideration the matter of approving to terminate the construction contract with Major Construction on Sara Jack House and the Thalmus Morgan House of the Home Project Grant

It appears to this Board based upon the recommendation of the Golden Triangle Planning and Development due to insufficient work being completed on the Home Project Grant Houses and due to the grant deadline in completing the Home Project this Board is wanting to terminate the Majors Construction Contract and for the Golden Triangle Planning and Development to negotiate a contract with Rodgers Price Construction and Avant Construction Contract

After motion by Luke Lummus and second by R B Davis this Board doth vote unanimously to authorize the GTRPDD to terminate the current construction contract with Majors Construction on the HOME Project Grant and to negotiate a new construction contract with Rodgers Price Construction and/or Avant Construction pending final approval by this Board

SO ORDERED this the 6th day of June, 2013



President

**IN THE MATTER OF APPROVING AND AUTHORIZING THE PRESIDENT TO
EXECUTE THE BUDGET MODIFICATION REQUEST ON THE HOME PROJECT
GRANT IN THE AMOUNT OF \$ 13,600 00**

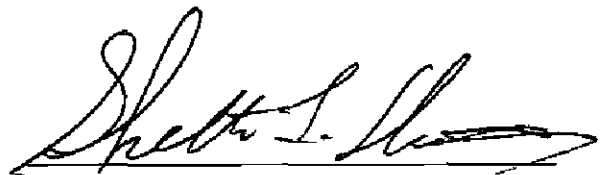
There came on this day for consideration the matter of approving and authorizing the President to execute the budget modification request on the Home Project Grant in the amount of \$ 13,600 00

It appears to this Board as attached hereto as Exhibit A due to the change in the construction contract and having to defer to other construction bids taken at the time of opening the bids there appears to be a potential increase in the construction contract cost in the amount of \$13,600 00 and a request to the MS Development Authority requesting additional funding for the Home Project Grant appears to be necessary at this time

After motion by Luke Lummus and second by R B Davis this Board doth vote unanimously to approve and authorize the President to execute the Budget Modification agreement in the amount of \$ 13,600 00 on the Home Project Grant to be used for the increase in cost of the Construction contract

SO ORDERED this the 6th day of June, 2013

128



President



Clay County Board of Supervisors

P O Box 815

West Point, Mississippi 39773

Phone (662) 494-3313

Fax (662) 492-4059

Website claycountymiss.com

E mail aberry@claycounty.ms.gov

District 1
Lynn D Horton

District 2

Luke Lummus

District 3

R B Davis

District 4

Shelton Deanes President

District 5

Floyd McKee

Vice President

June 6, 2013

Ms Dana Jones
Mississippi Development Authority
Community Services Division
P O Box 849
Jackson MS 39205

Re Clay County Homeowner Rehab Project #1223-M11-SG-280-181

Dear Ms Jones

The Clay County Board of Supervisors respectfully asks for a budget increase on the above-referenced project in the amount of \$ 13,600, in order to complete construction of two units in our 2011 HOME grant. As we have discussed by phone, the original low-bidder (Major Construction) has been unable to fulfill his contract agreement and according to procurement procedures, we are allowed to negotiate with the next lowest bidder. However, the next lowest bid on these two houses is over our budget in the amount of \$13,600 (See attached bid sheet and cost summary). We are asking for your approval and budget modification in order to negotiate with the next lowest bidder on the project.

Thanks for your consideration and help with this project.

Sincerely,

Shelton Deanes
President

' 129

2011 HOME - Rehabilitation / Reconstruction Budget

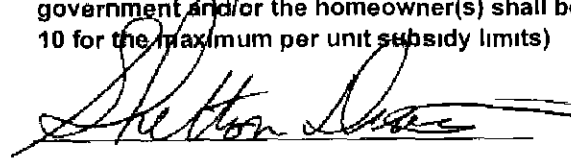
Applicant Clay County

Funding Year 2011

Description											HOME Application Prep Fees	Other Application Prep Fees
	Application Preparation IDIS #										\$ 5 000 00	
Homeowners Names	Brownlee		Morgan		Jack		Robinson					
House Type	Stick		Stick		Stick		Stick					
IDIS Activity #												
Number of Bedrooms												
	HOME #1 3		HOME #2 4		HOME #3 3		HOME #4 3		HOME #5			
	HOME	Other Funds	Home Funds	Other Funds	Home Funds	Other Funds	Home Funds	Other Funds	Home Funds	Other Funds	Total Home Funds	Total Other Funds
Construction	\$ 94 500 00		\$ 107 500 00		\$ 99 550 00		\$ 94 500 00				\$ 396 150 00	\$
Project Delivery Costs	\$ 7 000 00		\$ 7 000 00		\$ 7 000 00		\$ 7,000 00				\$ 28 000 00	\$
Total Homeowners Cost (Not to exceed the HUD maximum subsidy limit)	\$ 101 500 00	\$	\$ 114 500 00	\$	\$ 106 550 00	\$	\$ 101,500 00	\$	\$	\$	\$ 424 150 00	\$
Grand Total	\$ 101 500 00	\$	\$ 114 500 00	\$	\$ 106 550 00	\$	\$ 101 500 00	\$	\$	\$	\$ 429 150 00	\$

Project Delivery Costs include document preparation monitoring closeout citizen participation etc Environmental, legal, and inspections are considered construction re

I acknowledge that the above budget is our local unit of government s HOME project budget. I understand that the local unit of government and/or the homeowner(s) shall be responsible for all cost exceeding the HOME budget (See CFD Notice 06-01, page 10 for the maximum per unit subsidy limits)


Local Official Signature

130
6/6/13
Date

Administrator Signature

Date

Clay Co.

May 28, 2013

Clay County Board of Supervisors
P O Box 815
West Point, MS 39773

Dear Sirs

I, Thalmus Morgan, do hereby wish to terminate my homeowner agreement with Major Construction (Major Andrews) for the construction of my house under the Clay County HOME program. The reason for this termination is due to the extended length of time that the Contractor has taken, and as of this date, no work has been performed except for asbestos removal.

I understand that the County and the Project Administrator will assist me in acquiring another building contractor to construct my house.

Sincerely,



Thalmus Morgan

131

Date 5/28/13

May 28, 2013

Clay County Board of Supervisors
P O Box 815
West Point, MS 39773

Dear Sirs

I, Sarah Jack, do hereby wish to terminate my homeowner agreement with Major Construction (Major Andrews) for the construction of my house under the Clay County HOME program. The reason for this termination is due to the extended length of time that the Contractor has taken to begin work on my house. As of this date, the only progress that has been made is asbestos removal and demolition of the old structure.

I understand that the County and the Project Administrator will assist me in acquiring another building contractor to construct my house.

Sincerely,



Sarah Jack
Homeowner

132

Date 5-30-2013

NO _____

**IN THE MATTER OF APPROVING AND AUTHORIZING THE PRESIDENT TO
EXECUTE THE PROJECT AGREEMENT FOR THE 2014 MULTI MODAL GRANT
PROJECT**

There came on this day for consideration the matter of approving and authorizing the President to execute the Project Agreement for the 2014 Multi Modal Grant Project

It appears to this Board as attached hereto as Exhibit A is the Project Agreement on the Multi Modal Grant Project 2014 as submitted by the MS Department of Transportation for approval and execution by this Board

After motion by R B Davis and second by Luke Lummus this Board doth vote unanimously to approve and authorize the President to execute the Project Agreement on the Multi-Modal Grant Project in the amount of \$70,000 as attached hereto as Exhibit A

SO ORDERED this the 6th day of June, 2013



President

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Charles R. Carr
Director
Office of Intermodal Planning



Melinda L. McGrath
Executive Director

Lisa M. Hancock
Deputy Executive Director/
Administration

Willie Huff
Director
Office of Enforcement

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

P O Box 1850 / Jackson Mississippi 39215 1850 / Telephone (601) 359 7001 / FAX (601) 359 7110 / www GoMDOT.com

June 3, 2013

Ms Amy Berry
Clay County Board of Supervisors
P O Box 815
West Point, MS 39773

Re FY 2014 Ports Multimodal Project Approval

Dear Ms Berry

This letter is to inform you that your project application was selected by the Ports Multimodal Committee on May 16, 2013 and subsequently approved by the MS Transportation Commission on May 28, 2013 in the amount of \$70,000

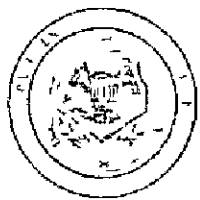
Enclosed please find three copies of the Multimodal Capital Improvement Fund (MCIF) Ports Project Agreement between the Clay County Board of Supervisors and the Mississippi Transportation Commission. Please have all copies dated and signed by the appropriate official and attested date. Return all copies to me by July 1, 2013 for final execution by the Executive Director, and then one original will be returned to you. Please note that this is NOT your formal notice-to-proceed for the project.

If you have any questions, please feel free to contact me by phone at (601) 359-7910 or by email at rburt@mdot.ms.gov

Sincerely,

Robert A. Burt, P.E.
Director
Ports and Waterways Division

134



“A QUICK LOOK AT THE MISSISSIPPI EMPLOYMENT PROTECTION ACT”
March 26 2008

Federal law requires that all employers verify the identity and employment eligibility of all new employees within three business days of hire. Effective Tuesday July 1 2008 all public employers, contractors subcontractors and third-party employers must certify their registration and participation in the electronic Employment Eligibility Verification [EEV] Program, commonly known as E-Verify™ for all new public contracts. Mississippi Department of Transportation [MDOT] will require contractors to provide a certification and agreement and supply additional certifications from each subcontractor contract employee staffing agency, or any vendor regardless of tier. The submission of the EEV certificates is a direct result of Senate Bill 2988 from the 2008 Mississippi Legislative Session "Mississippi Employment Protection Act."

What is the E-Verify™ Program?

E-Verify™ is a free Internet-based system operated by the U.S. Department of Homeland Security's U.S. Citizenship and Immigration Services [USCIS], in partnership with the Social Security Administration. The program allows employers to determine the employment eligibility of new hires and the validity of their Social Security Numbers through an automated Internet-based resource which queues authorization checks on U.S. citizens and non-U.S. citizens against SSA and DHS databases. Through this process the Program allows employers to use the automated system to verify name, date of birth and Social Security Number, along with immigration information for non-citizens against federal databases to confirm the employment eligibility of both citizen and non-citizen new hires. E-Verify™ will assist Mississippi employers in maintaining a legal workforce and protects jobs for authorized workers.

First authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 Pub. L. 104-208 Div. C, 110 Stat. 3009-546 [IIRIRA] the E-Verify™ Program [E-Verify™] evolved from the Basic Pilot/Employment Eligibility Verification [EEV] Program which was originally developed in 1997 and was made available to employers as an Internet-based program in 2004. The Basic Pilot Extension and Expansion Act of 2003, Pub. L. 108-156 has extended E-Verify™ until November 2008. Information concerning E-Verify™ may be obtained by accessing the USCIS website at www.uscis.gov/E-Verify

Am I Required to Participate?

Yes. To a certain extent participation in E-Verify™ was previously voluntary. However, Mississippi law now requires employers to participate in and comply with a federal work authorization verification program and specifically designates E-Verify™. As a direct result of the passage of Senate Bill 2988 from the 2008 Mississippi Legislative Session, "Mississippi Employment Protection Act," required registration with the E-Verify™ Program will be applied in a five-step fashion based on the employer/contractor's number of employees:

On or after July 1 2008 to all public employers contractors or subcontractors
On or after January 1 2009 to all private employers contractors or subcontractors of 250 or more employees,

- On or after July 1, 2009 to employers, contractors, or subcontractors of 100 or more employees
- On or after July 1, 2010 to employers, contractors, or subcontractors of 30 or more employees and,
- On or after July 1, 2011, to all other employers, their contractors, and subcontractors

Effective July 1, 2008, all public employers, contractors and subcontractors must certify their registration and participation in the E-Verify™ Program, to either the public employer or its contractors. Likewise, all third-party employers such as “employee leasing” and “temp agencies” that conduct business in Mississippi must register to do business with the Mississippi Department of Employment Security before placing employees into the workforce in Mississippi and must provide proof of registration and participation in E-Verify™ to any Mississippi employer with whom they do business.

This act shall take effect and be in force from and after July 1, 2008 for all state agencies, departments, and political subdivisions, all employers who have contracts with the State of Mississippi or with its departments, agencies, political subdivisions, all third-party employers, and any person or company using a third-party employer.

How do I register for participation in E-Verify™?

Easy information concerning E-Verify™ may be obtained by accessing the Department of Homeland Security [DHS], USCIS web site at www.uscis.gov, select “Services and Benefits” then “Employer Information,” then “Services Available to Employers in the United States,” and finally “Use E-Verify?” to download Publication M-655 (09/07). You will need Adobe Acrobat Reader to view and print this publication. General information on the program is available on the E-Verify™ Web site at www.uscis.gov/e-verify. Employers, contractors and subcontractors can register online for E-Verify™ at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process through a secure browser access.

Is the SAVE Program the same as E-Verify™?

No. The Systematic Alien Verification for Entitlements (SAVE) Program is an intergovernmental, information-sharing initiative designed to aid Federal, state and local benefit-issuing agencies and licensing bureaus in verifying a non-citizen applicant's immigration status, thereby ensuring that only eligible non-citizens receive public benefits and licenses. Although the SAVE Program administers employment verification pilot programs such as E-Verify™ and the REAL ID Act initiatives and E-Verify™ uses information contained in the Verification Information System (VIS) database, they are two distinct and separate verification programs, each with its own requirements and memoranda of understanding. While the SAVE Program verifies alien eligibility for benefits and licenses and charges users for access, E-Verify™ deals specifically with employment verification of citizen and non-citizen new hires using the VIS, SSA and other databases at no charge. Participation in the SAVE Program is not enrollment for E-Verify™ purposes and compliance with one will not substitute for the other.

Is the IMAGE Program the same as E-Verify™?

Yes The U S Immigration and Customs Enforcement (ICE) Mutual Agreement between Government and Employers (IMAGE) program is a voluntary DHS education and training initiative targeted to certain "high-risk private sector employers IMAGE includes registration and participation in the use of the online Basic Pilot/Employment Eligibility Verification Program as one component of the ICE program Upon enrollment and implementation of "best hiring practices" program participants are deemed "IMAGE Certified" Private sector employers who have a valid MOU with the E-Verify™ Program and continue to participate in the E-Verify™ Program through a valid IMAGE agreement will have the presumption of compliance with the Mississippi Act

How will the State measure compliance of other public employers, contractors and subcontractors?

At minimum every public employer, contractor and subcontractor regardless of tier will be required to certify their registration with and participation in E-Verify™ beginning on Tuesday July 1 2008 The term "public employer" includes every department agency or instrumentality of the state and every political subdivision of the state The Act applies to every public contract without regard to the dollar amount of the agreement location of performance duration of agreement, or the physical location of the contractor or subcontractor's offices and employees Public contractors will be required to maintain certifications of all subcontractors, regardless of tier and supply them as needed upon the request of MDOT or MDOT's contractors to avoid breach of the public agreement on grounds of non-performance Public employers contractors and subcontractors will execute certifications regarding their own compliance as well as their subcontractor's compliance with this Act Also, this Act may affect other public agreements such as memoranda of understanding

IF YOU HAVE A CONTRACT OR INTEND TO CONTRACT WITH MDOT, OR ANY OTHER PUBLIC EMPLOYER, CONTRACTOR, OR SUBCONTRACTOR FOR THE BENEFIT OF MDOT, YOU ARE COVERED UNDER THE REQUIREMENTS OF THIS ACT Contracts and memoranda executed prior to this date do not need to comply with this Act until that agreement is amended, renewed or extended Violations of this Act will result in

- Cancellation of the contract for nonperformance
- Contractor and subcontractor ineligibility for any state or public contract for up to three years
- The loss of any Mississippi-issued license permit or certificate for the right to do business in Mississippi for up to one year
- Civil liability for any additional costs incurred by MDOT or any other state agencies institutions or political subdivisions because of such contract cancellation or loss of licensure or permit
- Possible criminal penalties and
- Additional Federal civil and criminal penalties

Employers contractors, or subcontractors who have no contracts with public employers contractors or subcontractors will begin tiered compliance based on number of employees beginning on Thursday, January 1 2009 with employers, contractors or

subcontractors of 250 or more employees. At minimum, every employer, contractor and subcontractor engaged in private contracts will be required to furnish a declaration affirmatively indicating the applicable employee-number category of their organization effective Tuesday, January 1, 2009. Since the Act places requirements on all public contracts regardless of employee-number category, no such declaration will be required for public employers, contractors and subcontractors.

Some states' measures contained language providing for public contractors and subcontractors' interim compliance status during the E-Verify™ application process. Mississippi's Act contains no such provisions.

No contractor or subcontractor who enters into a contract with a public employer shall enter into such a contract or subcontract unless the contractor or subcontractor **registers and participates** in the status verification system to verify information of all newly hired employees [emphasis added].

Mississippi's Act requires that registration and participation in E-Verify™ as a condition precedent to all agreements, regardless of actual title, with a public employer for the procurement of goods and services on and after Tuesday, July 1, 2008. Since the registration and participation process only takes 48-72 hours, no provisions for interim compliance should be necessary. All state agencies, departments and political subdivisions, all employers, contractors, subcontractors or vendors of any type who have contracts with the State of Mississippi, or with its departments, agencies, political subdivisions, all third-party employers are urged to register and participate with E-Verify™ as soon as possible.

How will the agency or enterprise incorporate E-Verify™ into the existing process?

By necessity, any human resources management will have to incorporate E-Verify™ into the hiring process and consider the following issues:

- E-Verify™ training and use,
- Restricted user access to prevent subversion and unlawful employment discrimination,
- Establish protocols for "Tentative Non-Confirmation," SSA "no match" letters, and "TNC Resolution" and
- Establish protocol for discovered violations and responding to "tips."

Under E-Verify™, a headquarters location may execute the E-Verify™ MOU that covers the whole organization and be responsible for administration of user account access and batch processing new hires for various branch locations, **but each branch location that offers and accepts offers of employment must either execute a separate MOU for that site or be specifically covered under a central organizational MOU that includes that site as a separate account.** In either case, the organization should have a responsible designee at the headquarters location to collect and administer the memoranda. More information and assistance regarding corporate administrator accounts is available in Publication M-655 (09/07) and the USCIS employer's toll-free help-line at (888) 464-4218.

There are also two new posters that must be visible to potential applicants. The USCIS E-Verify™ Participant and the DOJ-OSC Employee Rights. These posters explain the E-Verify™ Program and discuss employer and employees rights and obligations under this program. Employers who offer employment or in-processing online must make posters available on their websites and include disclosure in the employment listing [e.g. EOE/ MFVH/ AAP/e-Verify/Drug-Free Workplace]. An example of website integration for in-processing can be found at the USDOT Human Resource Management

<http://dothr-ost.dot.gov/hroperations/inprocessing.htm>

Federal law specifically prohibits completing a Form I-9 or entering information in the E-Verify™ program for a new hire that has not completed Form I-9. DHS imposes monetary fines for not completing the E-Verify™ process in a timely manner ranging between \$500 and \$1500 per incident. If a person has not been entered into the E-Verify™ program within three days of beginning work or does not clear up negative feedback from either SSA or DHS within eight federal work days, he/she risks termination of employment. Furthermore I-9/E-Verify™ process applies to appointed positions. There are additional rules regarding the I-9/E-Verify™ process that are beyond the scope of this summary.

Once an employee is verified, a verification number is generated and a verification report is available for printing. The USCIS recommends recording this number on the Form I-9 in a conspicuous place (there is no space on the current form version). Employers may print the report and staple this to the Form I-9 for future reference. Because forms and attachments can become separated, recording the verification directly on the form will avoid any problems with proving compliance.

If E-Verify™ returns a Tentative Non-Confirmation [TNC] status, the employer must print and execute the generated notice and quickly deliver it to the employee. The employee has eight days to make first contact with the responsible agency and contest the TNC. SSA or DHS. Care must be taken not to discriminate in any manner against the employee during this phase. Resolution may take more than eight days and employers should check the case status regularly.

On August 10, 2007, DHS Secretary Michael Chertoff announced an initiative for the provision of technical assistance to states that mandate use of E-Verify™ for state contractors and other employers. The Social Security Administration also offers outreach and technical assistance to States that have mandated required participation in E-Verify™. Assistance to state-mandated enrollment was further emphasized in Secretary Chertoff's February 13, 2008 statements before United States House of Representatives Committee on Homeland Security. Online "webinars" and live presentations will be scheduled for MDOT and its public contractors in coordination with the USCIS Verification Outreach Section.

If you have any further questions or concerns regarding the Act, please contact the Legal Division at (601) 359-7600.

Obtaining a DUNS Number

A Guide for Federal Grant and Cooperative Agreement Applicants

The Federal government requires that all applicants for Federal grants and cooperative agreements with the exception of individuals other than sole proprietors, have a DUNS number (See policy at http://www.omb.gov/grants/grants_docs) The Federal government will use the DUNS number to better identify related organizations that are receiving funding under grants and cooperative agreements, and to provide consistent name and address data for electronic grant application systems

Data Universal Number System (DUNS) Number

- The Data Universal Numbering System (DUNS) number is a unique nine-digit identification number provided by Dun & Bradstreet (D&B)
- The DUNS Number is site-specific. Therefore, each distinct physical location of an entity (such as branches, divisions, and headquarters) may be assigned a DUNS number. Organizations should try and keep DUNS numbers to a minimum. In many instances, a central DUNS number with a DUNS number for each major division/department/agency that applies for a grant may be sufficient.
- In order to provide on-the-spot DUNS number assignment, the requestor should do this by telephone. (See telephone number below.)

Obtaining a DUNS Number

- You should verify that you have a DUNS number or take the steps needed to obtain one as soon as possible, if there is a possibility you will be applying for future Federal grants or cooperative agreements. There is no need to wait until you are submitting a particular application.
- *If you already have a DUNS number* If you, as the entity applying for a Federal grant or cooperative agreement, previously obtained a DUNS number in connection with the Federal acquisition process or requested or had one assigned to you for another purpose, you should use that number on all of your applications. It is not necessary to request another DUNS number from D&B. You may request D&B to supply a family-tree report of the DUNS numbers associated with your organization. Organizations should work with D&B to ensure the right information is on the report. Organizations should not establish new numbers, but use existing numbers and update/validate the information associated with the number.
- *If you are not sure if you have a DUNS number* Call D&B using the toll-free number, 1-866-705-5711 and indicate that you are a Federal grant applicant/prospective applicant. D&B will tell you if you already have a number. If you do not have a DUNS number, D&B will ask you to provide the information listed below and will immediately assign you a number, free of charge.
- *If you know you do not have a DUNS number* Call D&B using the toll-free number, 1-866-705-5711 and indicate that you are a Federal grant applicant/prospective applicant. D&B will ask you to provide the information listed below and will immediately assign you a number, free of charge.

Managing Your DUNS Number

- D&B periodically contacts organizations with DUNS numbers to verify that their information is current. Organizations with multiple DUNS numbers may request a free family tree listing from D&B to help determine what branches/divisions have numbers and whether the information is current. Please call the dedicated toll-free DUNS Number request line at **1-866-705-5711** to request your family tree.
- D&B recommends that organizations with multiple DUNS numbers have a single point of contact for controlling DUNS number requests to ensure that the appropriate branches/divisions have DUNS numbers for Federal purposes.
- As a result of obtaining a DUNS number you have the option to be included on D&B's marketing list that is sold to other companies. If you do not want your name/organization included on this marketing list, request to be de-listed from D&B's marketing file when you are speaking with a D&B representative during your DUNS number telephone application.

Obtaining a DUNS number is absolutely **Free** for all entities doing business with the Federal government. This includes grant and cooperative agreement applicants/prospective applicants and Federal contractors. Be certain that you identify yourself as a Federal grant applicant/prospective applicant.

To Obtain Your DUNS Number

- Please call the dedicated toll-free DUNS Number request line for Federal grant and cooperative agreement applicants or prospective grant applicants at

1-866-705-5711

The number is staffed from 8 a.m. to 6 p.m. (local time of the caller when calling from within the continental United States). Calls placed to the above number outside of those hours will receive a recorded message requesting the caller to call back between the operating hours.

- The process to request number takes about 5-10 minutes.
- A DUNS number will be assigned at the conclusion of the call.
- You will need to provide the following information:
 - Legal Name
 - Headquarters name and address for your organization
 - Doing business as (DBA) or other name by which your organization is commonly known or recognized
 - Physical Address, City, State and Zip Code
 - Mailing Address (is separate from Headquarters and/or physical address)
 - Telephone Number
 - Contact Name and Title
 - Number of Employees at your physical location

MISSISSIPPI TRANSPORTATION COMMISSION

MULTIMODAL PORT GRANT

PROJECT NUMBER PMM-14(008)

Clay County Port
PORT

PART I - OFFER

TO CLAY COUNTY PORT
(hereinafter referred to as the SPONSOR)

FROM MISSISSIPPI TRANSPORTATION COMMISSION
(hereinafter referred to as the COMMISSION)

WHEREAS Section 65-1-701 Miss Code Ann (1972) as amended, et seq , authorizes the COMMISSION, subject to the limitations and conditions stated therein, to render financial aid for Capital improvements dredging rebuilding or rehabilitation of basic infrastructure of public ports including funds to meet federal matching fund requirements and for pre-construction studies, planning and design, personal property acquisition, real property acquisition reclamation and related relocation costs, professional services and construction (but not for administration, routine maintenance or operations), and

WHEREAS, The SPONSOR has submitted an Application for Multimodal Funds (herein referred to as Application), dated April 1, 2013, to the COMMISSION for a project at the Port Bienville (herein referred to as Port) consisting of the following

Acquire/install laminated rubber fender sections on main pier

as more particularly described in the SPONSOR'S Application, incorporated herein by reference

NOW, THEREFORE, The COMMISSION HEREBY OFFERS AND AGREES to fund as the COMMISSION S maximum share (the Grant), \$70,000, of the cost incurred in accomplishing the project subject to the following special terms and conditions

1 The SPONSOR shall

- a) carry out and complete the project in accordance with the approved plans and specifications or contracts for the project, incorporated herein by reference and any revisions or modifications approved by the COMMISSION

- b) provide the Commission with a schedule of actions for accomplishing the project
Failure to accomplish the project in a timely manner will be the basis for the Commission canceling this Grant and withdrawing the funds
 - c) ensure that all development accomplished in the project will meet federal state or local standards and requirements, as applicable
 - d) commit to fund a minimum of 1% of total project cost with total funds
- 2 Project payments pursuant to this Grant will be made for eligible costs documented by invoices for the work or services incurred in accomplishing the project Final payment will be made after the review and approval of the completed project by the COMMISSION and all conditions relating to the project have been satisfied
 - 3 The COMMISSION reserves the right to amend or withdraw this offer at any time prior to its acceptance by the SPONSOR
 - 4 This Offer shall expire and the COMMISSION shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the SPONSOR on or before June 30, 2015 or such subsequent date as may be prescribed in writing by the COMMISSION
 - 5 The SPONSOR shall establish and maintain financial records of the Project in accordance with applicable State audit requirements and will make them available to personnel of the COMMISSION upon request
 - 6 The SPONSOR shall agree to the Immigrant Status Certification/ E-Verify clauses found in attachment 'A' of this agreement
 - 7 The Sponsor, in addition to the above, agrees to be bound by the General Terms and conditions that follow

General Terms & Conditions

It is understood that conditions presented herein may be modified by the Parties in the manner provided for below, and are subject to specific requirements contained in Mississippi law, Federal law and regulations, or specific acts of the Mississippi Legislature

Should any provision of the agreement be found unconstitutional or contrary to the laws of the State of Mississippi or the United States of America, or should some provision hereof prove to be an impediment to obtaining funding from the United States government, such provision may be deemed void and, to the extent that it is reasonably possible to do so, the remainder of the agreement shall remain in full force and effect

It is understood by both parties that the Commission executes all of its orders and directives through the Executive Director of the Mississippi Department of Transportation. Unless specific written notification to the contrary is provided, the appropriate contact person for Commission shall be

Robert A. Burt II
Director, Ports and Waterways Division
Mississippi Department of Transportation
401 North West Street
Post Office Box 1850
Jackson, Mississippi 39215-1850

Telephone (601) 359-7910

Facsimile (601) 359-9775

Unless specific written notification to the contrary is provided, the appropriate contact person for the Sponsor shall be

Amy Berry
Chancery Clerk
P O Box 815
West Point MS 39773

Telephone (662) 494-3124

Facsimile (662) 492-4059

The SPONSOR'S acceptance of this Offer shall be evidenced by execution of this instrument by the SPONSOR. Said offer and acceptance shall comprise a Port Multi-Modal Grant Agreement, as provided by the COMMISSION constituting the obligations and rights of the COMMISSION and the SPONSOR with respect to the accomplishment of the project. Such Port Multi-Modal Grant Agreement shall become effective upon the SPONSOR'S acceptance of this offer.

This Memorandum of Understanding may be amended through such written supplemental agreements as are entered into by the Parties. Oral agreements or conversations with any individual Mississippi Transportation Commissioner, Mississippi Department of Transportation officers or employees, or any agent of official or representative of the Sponsor or Port, before or after execution of this Grant Agreement, shall not affect or modify any term or obligation contained herein.

This Memorandum of Understanding does not in any way create an employment relationship, a partnership or joint venture. The Commission expressly does not assume any liability or responsibility of the Sponsor or the Port in connection with any contract performed as a result of this grant. No provision of this agreement is intended to nor should it be construed to give any right or benefit to any person or entity not a signatory hereto.

Witness this my signature in execution hereof this the _____ day of _____, 20____

MISSISSIPPI TRANSPORTATION COMMISSION BY
AND THROUGH THE DULY AUTHORIZED
EXECUTIVE DIRECTOR, MISSISSIPPI DEPARTMENT OF
TRANSPORTATION

Melinda L McGrath P E , Executive Director

PART II - ACCEPTANCE

The Clay County Port does hereby accept said Offer and all terms and conditions contained therein

Witness this my signature in execution hereof this the 6th day of June, 2013

Attest [Signature]
Chancey Clark
(Title)

By [Signature]
President
(Title)

Immigrant Status Certification/ E-Verify

The SPONSOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, **Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008)**, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The SPONSOR agrees to maintain records of such compliance and upon request of the State **and approval of the Social Security Administration or Department of Homeland Security, where required**, to provide a copy of each such verification to the State. The SPONSOR further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The SPONSOR understands and agrees that any breach of these warranties may subject the SPONSOR to the following: (a) termination of this AGREEMENT and ineligibility for any State or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the SPONSOR by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the SPONSOR would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit. The SPONSOR is required to provide the certification on Attachment 'A' to this AGREEMENT to the COMMISSION verifying that the SPONSOR and SUBCONTRACTOR/SUBRECIPIENT[s], if any, are registered and participating in E-Verify prior to execution of this AGREEMENT.

It is agreed by the parties that no person employed by the SPONSOR pursuant to the provisions hereof will be considered an agent or employee of the COMMISSION or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this AGREEMENT is intended nor shall it be construed to give rise to a third party beneficiary claim on the person or entity not a party hereto.

CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement the undersigned verifies its compliance with the "Mississippi Employment Protection Act Section 71 11-1 et seq Mississippi Code of 1972 as amended and any rules or regulations promulgated by Mississippi Transportation Commission [MTC] Department of Employment Security State Tax Commission Secretary of State Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq Mississippi Code of 1972 as amended) stating affirmatively that the individual firm or corporation which is contracting with MTC has registered with and is participating in a Federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986 Pub L 99-603 100 Stat 3359 as amended The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program

The undersigned agrees that should it employ or contract with any sub consultant(s) and/or subcontractor(s) in connection with the performance of this Contract the undersigned will secure from such sub-consultant(s) and/or sub-contractor(s) verification of compliance with the Mississippi Employment Protection Act The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC if requested for the benefit of the MTC or this Contract

EV* Company Identification Number [Required]

The undersigned certifies that the above information is complete true and correct to the best of my knowledge and belief The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any State or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year or both any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U S C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000 00) nor more than Ten Thousand Dollars (\$10,000 00), or both, in addition to such prosecution and penalties as provided by Federal law

BY _____ Date _____
Authorized Officer or Agent

Printed Name of Authorized Officer or Agent of CONTRACTOR/RECIPIENT Title of Authorized Officer or Agent of CONTRACTOR/RECIPIENT

SWORN TO AND SUBSCRIBED before me on this the ____ day of _____, 2012

NOTARY PUBLIC
My Commission Expires _____

* As of the effective date of the Mississippi Employment Protection Act the applicable Federal work authorization program is E-Verify™ operated by the U S Citizenship and Immigration Services of the U S Department of Homeland Security in conjunction with the Social Security Administration

**IN THE MATTER OF AUTHORIZING THE CHANCERY CLERK TO GET AN
APPRAISAL ON THE POTENTIAL PROPERTY TO BE ACQUIRED BY THE
SMALL MUNICIPALITIES LIMITED POPULATION GRANT**

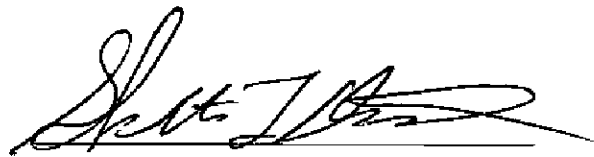
There came on this day for consideration the matter of authorizing the Chancery Clerk to get an appraisal on the potential property to be acquired by the Small Municipalities Limited Population Grant

It appears to this Board prior to any acquisition of property State law promulgates an appraisal to be completed of the said property, and,

It appears to this Board in order for the grant application to be submitted an appraisal must be completed

After motion by Luke Lummus and second by R B Davis this Board doth vote unanimously to authorize the Chancery Clerk to have an appraisal completed by Stewart Appraisal Services from Columbus on the said property in order to submit the grant proposal to MDA

SO ORDERED this the 6th day of June, 2013



President

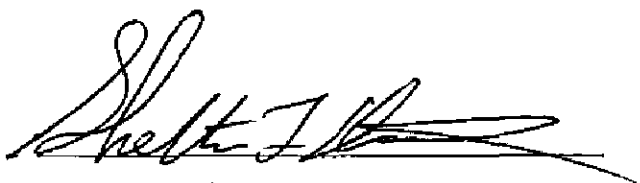
NO _____

**IN THE MATTER OF APPROVING THE FLOOD PLAIN COORDINATOR TO WRITE
A LETTER ON BEHALF OF THE BOARD REQUESTING TO JOIN A COMMUNITY
RATING SYSTEM IN AN EFFORT TO LOWER INSURANCE PREMIUMS FOR
RESIDENTS IN CLAY COUNTY**

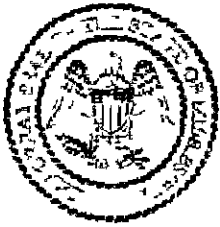
There came on this day the matter of approving the Flood Plain Coordinator to write a letter on behalf of the Board requesting to join a Community Rating System in an effort to lower insurance premiums for residents in Clay County

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to authorize the President to execute a letter prepared by the Flood Plain Coordinator requesting to join a community rating system in an effort to lower insurance premiums for resident in Clay County as attached hereto as Exhibit A

SO ORDERED this the 6th day of June, 2013



President



Clay County Board of Supervisors

P O Box 815
West Point, Mississippi 39773
Phone (662) 494-3124
Fax (662) 492-4059
E mail supervisor@claycounty.ms.gov

District 1
Lynn D Horton
District 2
Luke Lummus
District 3
R B Davis
District 4
Shelton Deanes - President
District 5
Floyd McKee

June 13, 2013

THRU Mississippi Emergency Management Agency (MEMA)
Office of Mitigation
Attn Mr Alex Finch, Flood Management Specialist
P O Box 5644
Pearl MS 39208

TO Federal Emergency Management Agency (FEMA) Region IV
Attn Ms Janice Mitchell
CRS Coordinator
3003 Chamblee Tucker Rd
Atlanta, GA 30341

Re Request for Participation in the Community Rating System, Clay County Mississippi Board of Supervisors

Dear Sirs,

Upon the recommendation of Clay County Floodplain Administrator and unanimous vote of the Board of Supervisors for Clay County, Mississippi I wish to express our request to effect the necessary coordination to possibly qualify for participation in the Community Rating System

Mr Randolph Jones is the appointed Floodplain Administrator for Clay County He may be contacted at the above address or by phone (662) 524-0039 or email rjones@wpnet.org He will be available for any assistance or response to any requirements, such as a Community Assistance Visit (CAV)

We look forward to having this tool to assist our ongoing efforts in Flood Damage Prevention and mitigation as well as potential fiscal savings for the NFIP and our residents

Sincerely,

Shelton Deanes
President
Clay County Board of Supervisors

150

Cf Chancery Clerk
Floodplain Administrator



FEMA

Biggert Waters Flood Insurance Reform Act of 2012

Impact of National Flood Insurance Program (NFIP) Changes

Note This Fact Sheet deals specifically with Sections 205 and 207 of the Act

In 2012, the U.S. Congress passed the Biggert Waters Flood Insurance Reform Act of 2012 which calls on the Federal Emergency Management Agency (FEMA) and other agencies to make a number of changes to the way the NFIP is run. Some of these changes have already been put in place, and others will be implemented in the coming months. Key provisions of the legislation will require the NFIP to raise rates to reflect true flood risk, make the program more financially stable, and change how Flood Insurance Rate Map (FIRM) updates impact policyholders. The changes will mean premium rate increases for some – but not all – policyholders over time.

Background

In 1968, Congress created the National Flood Insurance Program (NFIP). Since most homeowners' insurance policies did not cover flood, property owners who experienced a flood often found themselves financially devastated and unable to rebuild. The NFIP was formed to fill that gap and was designed to incorporate community adoption of minimum standards for new construction and development to minimize future risk of flood damage. Pre-existing homes and businesses, however, could remain as they were. Owners of many of these older properties were eligible to obtain insurance at lower, subsidized rates that did not reflect the property's true flood risk.

In addition, as the initial flood risk identified by the NFIP has been updated, many homes and businesses that had been built in compliance with existing standards have received discounted rates in areas where the risk of flood was revised. This "Grandfathering" approach prevented rate increases for existing properties when the flood risk in their area increased.

After 45 years, flood risks continue and the costs and consequences of flooding are increasing dramatically. In 2012, Congress passed legislation to make the NFIP more sustainable and financially sound over the long term.

What this means

The new law eliminates some artificially low rates and discounts which are no longer sustainable. Most flood insurance rates will now move to reflect full risk, and flood insurance rates will rise on some policies.

Actions such as buying a property, allowing a policy to lapse, or purchasing a new policy can trigger rate changes. You should talk to your insurance agent about how changes may affect your property and flood insurance policy. There are investments you and your community can make to reduce the impact of rate changes. And FEMA can help communities lower flood risk and flood insurance premiums.

What is Changing Now?

Most rates for most properties will more accurately reflect risk. Subsidized rates for non-primary/secondary residences are being phased out now. Subsidized rates for certain other classes of properties will be eliminated over time, beginning in late 2013. There are several actions which can trigger a rate change, and not everyone will be affected. It's important to know the distinctions and actions to avoid, or to take, to lessen the impacts.

March 2013

Not everyone will be affected immediately by the new law – **only 20 percent of NFIP policies receive subsidies**. Talk to your agent about how rate changes could affect your policy. Your agent can help you understand if your policy is impacted by the changes.

- Owners of **non-primary/secondary** residences in a Special Flood Hazard Area (SFHA) will see 25 percent increase annually until rates reflect true risk – began January 1, 2013
- Owners of **property that has experienced severe or repeated flooding** will see 25 percent rate increase annually until rates reflect true risk – beginning October 1, 2013
- Owners of **business properties in a Special Flood Hazard Area** will see 25 percent rate increase annually until rates reflect true flood risk -- beginning October 1, 2013
(Each property's risk is different. Some policyholders may reach their true risk rate after a couple years of increases, while other policyholder increases may go beyond five years to get to the full risk rate required by the new law. Rate tables on true risk will not be available until June 2013.)

Primary residences in SFHAs will be able to keep their subsidized rates unless or until

- The property is sold
- The policy lapses
- You suffer severe, repeated, flood losses, or
- A new policy is purchased

Grandfathering Changes Expected in 2014

The Act calls for a phase-out grandfathered rates and a move to risk-based rates for most properties when the community adopts a new Flood Insurance Rate Map. If you live in a community that adopts a new, updated Flood Insurance Rate Map (FIRM) grandfathered rates will be phased out. This will happen gradually, with new rates increasing by 20% per year for five years. Implementation is anticipated in late 2014.

What Can Be Done to Lower Costs?

For home owners and business owners

- Talk to your insurance agent about your insurance options
- You will probably need an Elevation Certificate to determine your correct rate
- Higher deductibles might lower your premium
- Consider incorporating flood mitigation into your remodeling or rebuilding
 - Building or rebuilding higher will lower your risk and could reduce your premium
 - Consider adding vents to your foundation or using breakaway walls
- Talk with local officials about community-wide mitigation steps

For community officials

- Consider joining the Community Rating System (CRS) or increasing your CRS activities to lower premiums for residents
- Talk to your state about grants. FEMA issues grants to states, which can then distribute the funds to communities to help with mitigation and rebuilding

Key Dates and Triggers

Date of Implementation	Who Is Affected	What Will Happen	What Will Change
<p>January 1, 2013</p>	<ul style="list-style-type: none"> • Homeowners with subsidized insurance rates on non-primary residences • <i>Properties receiving subsidized insurance rates are those structures built prior to the first Flood Insurance Rate Map (pre-FIRM properties) that have not been substantially damaged or improved</i> 	<ul style="list-style-type: none"> • 25 percent increase in premium rates each year until premiums reflect full risk rates 	<ul style="list-style-type: none"> • BW 12 calls for the phase-out of subsidies and grandfathered rates on flood insurance premiums • This premium increase is outlined in Section 100205 • The phase out of subsidies affecting non-primary residences was also mandated by earlier 2012 legislation, HR 5740
<p>October 1, 2013</p>	<ul style="list-style-type: none"> • Owners of business properties with subsidized premiums • Owners of severe repetitive loss properties, which are defined as any property that has incurred flood-related damage in which the cumulative amounts of NFIP claims payments exceeded the fair market value of the property 	<ul style="list-style-type: none"> • 25 percent increase in premium rates each year until premiums reflect full risk rates 	<ul style="list-style-type: none"> • BW 12 calls for the phase-out of subsidies on flood insurance premiums • These premium increases are outlined in Section 100205
<p>October 1, 2013 continued</p>	<ul style="list-style-type: none"> • Owners of property <ol style="list-style-type: none"> 1 not insured as of the date of enactment of BW 12 (7/6/2013), 2 with a lapsed NFIP policy, or 3 purchased after the date of enactment of BW 12 	<ul style="list-style-type: none"> • Full-risk rates will apply to these policies 	<ul style="list-style-type: none"> • BW 12 calls for the phase-out of subsidies on flood insurance premiums • These premium increases are outlined in Section 100205

When	What's Affected	What's the Problem	What's Being Done
October 1, 2013 continued	<ul style="list-style-type: none"> Owners of properties insured by the Preferred Risk Policy (PRP) Eligibility Extension, which has allowed structures mapped into a high risk area to remain insured at lower PRP rates. These are properties mapped into the Special Flood Hazard Areas (SFHAs) on or after October 1, 2008. 	<ul style="list-style-type: none"> Full risk rates will be phased in annually with average annual increases of 20 percent until premiums reach full risk rates. 	<ul style="list-style-type: none"> BW 12 calls for the phase-out of subsidies and grandfathered rates on flood insurance premiums. The phase-out is a policy decision to align all subsidies with the BW 12 changes and maintain the PRP for low risk properties outside the SFHA.
October 1, 2013	<ul style="list-style-type: none"> All policyholders except Preferred Risk Policies (PRPs), Group Flood Insurance Policies, and policyholders losing their subsidies. 	<ul style="list-style-type: none"> A 5 percent premium increase will go towards building a reserve fund for the NFIP. 	<ul style="list-style-type: none"> BW 12 calls for the establishment of a reserve fund to meet the expected future obligations of the NFIP. The reserve fund is outlined in Section 1310A.
Late 2014	<ul style="list-style-type: none"> Other property owners, including non-subsidized policyholders, affected by map changes. 	<ul style="list-style-type: none"> Full-risk rates will be phased in over five years at a rate of 20 percent per year to reach full risk rates. The NFIP will not retroactively collect premiums for map changes occurring after the date of enactment (7/6/2012). 	<ul style="list-style-type: none"> BW 12 calls for the phase-out of grandfathered rates on flood insurance premiums. This premium increase is outlined in Section 100207.

Summary of Contents **Biggert-Waters Flood Insurance Reform Act of 2012**

H.R. 4348 Conference Report Title III (Pages 521-576)

Signed by the President July 6 2012

(compiled by ASFPM Vice Chair Bill Nechamen and Merrie Inderfurth Washington Liaison – using Congressional committee Section-by-Section) in addition to bill language

The authority of the National Flood Insurance Program (NFIP) is extended for 5 years until September 30 2017. The bill contains many reforms and changes many of which are already generating questions as to intent interpretation and implementation. While a summary is helpful reading the actual bill text is recommended.

Flood Insurance

Removes subsidized rates (pre-FIRM rates) for the following classes of structures and allows rates to increase by 25% per year until actuarial rates are achieved. The effective date is July 1 2012.

- Any residential property that is not the primary residence of an individual
- Any severe repetitive loss property
- Any property that has incurred flood related damages that cumulatively exceed the fair market value of the property
- Any business property
- Any property that after the date of the Bill has incurred substantial damage or has experienced substantial improvement exceeding 30 percent of the fair market value of the property
- Any new policy or lapsed policy or any policy for a newly purchased property
- Any policy for which the owner has refused a FEMA mitigation offer under HMGP or for a repetitive loss property or severe repetitive loss property
 - Severe Repetitive Loss means four or more claims payments of over \$5 000 or two claims that exceed the value of the property

Increases the limit for annual rate increases within any risk classification of structures from 10 percent to 20 percent. Effective date is July 1 2012.

Defines Severe Repetitive Loss properties for single family residences as 4 or more claims each for more than \$5 000 and cumulatively more than \$20,000. For multi-family residences the Director may provide a definition by regulation.

Allows for premium payments either annually or in more frequent installments.

Places limits on a bank's force placement of flood insurance. Forced placed insurance would be cancelled and the premiums refunded upon proof of a borrower's existing flood insurance coverage.

When flood maps change a property that has higher rates as a result of a new map shall have the new rates phased in over a five-year period at 20% per year Premium rate adjustments due to map changes take effect on the effective date of the new map

Lender penalties for non-compliance with mandatory flood insurance purchase requirements is increased from \$350 to \$2000 per violation and the limit of fines for any lending institution over a calendar year is removed It was \$100 000

Minimum annual deductibles on claims are changed to \$1500 for coverage up to \$100,000 and \$2000 for coverage over \$100 000 for pre-FIRM properties, and \$1 000 and \$1,250 for below and above \$100 000 coverage for post-FIRM properties

Rates must be set to cover the average historical loss year, including catastrophic loss years, in accordance with generally accepted actuarial principles (That would also increase rates since the increase in flood damages has meant that rates do not cover the historical average loss year)

Requires FEMA to establish a National Flood Insurance Reserve Fund of at least one percent of the total potential loss exposure This fund would be built by 7.5% of the reserve ratio required each year Allows FEMA to report to Congress if such goals cannot be met and to explain the reasons

Requires a ten-year repayment plan for the current insurance fund debt and also requires a report and repayment plan whenever FEMA has to borrow funds to pay NFIP claims

Clarifies that private flood insurance may satisfy flood insurance coverage requirements if it meets certain standards

Allows state sponsored nonbinding mediation of flood insurance claims disputes, and would require NFIP representatives to participate

Amends the Real Estate Settlement Procedures Act (RESPA) to require explanation of the availability of flood insurance under the NFIP or through private insurance for properties both in and out of Standard Flood Hazard Areas (SFHAs)

Establishes reporting requirements associated with reimbursement of expenses for Write Your Own (WYO) insurance companies Directs the FEMA Administrator to develop a methodology for calculating expense reimbursement within 180 days and to issue a rule within 12 months

Establishes a process involving the National Oceanographic and Atmospheric Administration (NOAA) to allocate tropical storm and hurricane damages between wind and water damage (This is Subtitle B of Title III and is entitled Alternative Loss Allocation This is derived from previously introduced legislation known as The Coastal Act It s provisions are found on pages 576-585)

Mapping

156

Establishes a Technical Mapping Advisory Council with membership coming from a wide range of professions including federal agencies and state and local mapping partners The Council would advise

FEMA on improving accuracy, on standards that should be adopted for flood maps data and map maintenance and on funding needs and strategy It would also develop recommendations within 1 year for future conditions mapping including impacts of sea level rise and future development on flood risk FEMA is required to incorporate such recommendations into the ongoing review and updating of flood maps

Establishes an on-going National Flood Mapping Program Requires that flood maps show 100-year and 500-year floodplains for all populated areas and areas of possible population growth, as well as areas with residual risk behind levees or below dams Also requires mapping of the level of protection provided by flood control structures Requires that new flood maps use the most accurate topography and elevation data available Also requires acquisition of new ground elevation data when necessary Requires development of flood data on a watershed basis

Requires FEMA to notify property owners when their properties are included in or are removed from an area covered by mandatory insurance purchase requirements Also requires notification of Senators and House Members whose States or Districts are affected by map changes

There is an authorization of \$400,000 000 for flood mapping per year for fiscal years 2013 – 2017 (This is an authorization level – not to be confused with actual annual appropriations)

Formalizes a Scientific Resolution Panel to arbitrate when a community has received an unsatisfactory ruling with respect to an appeal of a revised flood insurance rate map Appeals must be based on technical or scientific data

Removes limitations on state contributions to updated flood mapping (Previously there was a limit of a 50% state contribution to the costs of new flood maps This has resulted in some states in states developing mapping data but FEMA being unable to use it to produce new maps)

Requires a study on federal interagency coordination of flood mapping including collection and utilization of data among all governmental users

Mitigation Programs

Consolidates NFIP funded mitigation programs (Repetitive Flood Claims Severe Repetitive Loss Properties Flood Mitigation Assistance) into a single program The combined National Flood Mitigation Fund is to be funded at \$90 million per year (While the old Flood Mitigation Assistance and pilot Severe Repetitive Loss program were funded at up to \$40 million per year each and the Repetitive Flood Claims program at up to \$10 million the SRL program has never been fully utilized in part due to its complexity The new program simplifies and combines the three previous programs and includes the following

Allows the required Flood Mitigation Plan to be part of a community s multi-hazard mitigation plan

Removes beach nourishment as an allowed mitigation activity

157

Adds elevation relocation or floodproofing of utilities as allowed mitigation activities

Adds demolition and rebuild as an allowed mitigation activity

Specifically notes the capacity for direct grants if the Administrator after consulting with the State and community determines that neither has the capacity to manage the mitigation grant

Caps the use of mitigation grant funds for state mitigation plan development at \$50 000 and at \$25 000 for a community

Provides for denial of grant funds if not obligated (paid out) in 5 years (This is due to Congressional concern about unobligated balances) Specifically restates 2004 Reform bill provision prohibiting offsetting collections to fund these mitigation programs

Restructures federal share requirement

Up to 100% for severe repetitive loss structures (4+ Claims of over \$5000 or 2+ claims exceeding value of structure)

Up to 90% for repetitive loss structures (2 claims over 10 years averaging at least 25% of value of structure)

Up to 75% for other approved mitigation activities

Levees

Establishes a Flood Protection Structure Accreditation Task Force in cooperation with the Corps of Engineers The Task Force is charged with better aligning the information collected by the Corps of Engineers Inspection of Completed Works Program with FEMA s flood protection structure accreditation requirements The Task Force must develop a process that allows data collected for either purpose to be used interchangeably, and to allow data collected by the Corps of Engineers under the Completed Works Program to be used to satisfy the FEMA accreditation requirements (This is not meant to reduce the level of public safety and flood control provided by accredited levees However the Task Force is charged with considering changes to the information collected by the Corps of Engineers and the FEMA flood protection accreditation requirements) FEMA and the Corps of Engineers must implement the measures developed by the Task Force within one year and complete implementation within two years

Allows for flood insurance premiums to reflect premiums in fully protected areas in communities that are deemed to have made adequate progress in the reconstruction or improvement of a flood protection system

Flood In Progress Determinations

FEMA is required to develop a process for determining when a flood event has commenced for the purpose of flood insurance coverage (Generally a new policy becomes active in 30 days unless purchased as part of a real estate closing Due to recent long lasting floods particularly in the Mississippi and Missouri basins where flooding can begin upstream more than a month before downstream areas

flood, there has been confusion as to the meaning of flood in progress as related to coverage under newly purchased flood insurance policies)

Studies

An assortment of studies are required including

- Analysis of increasing the maximum residential and commercial structures including the availability in the private marketplace of flood insurance in amounts that exceed current NFIP coverage limits
- Annual program financial reports including efforts to purchase substantially damaged properties and detailed analyses of the nature of losses
- A GAO report on Pre-FIRM structures including length of ownership income of owners, comparison of flood losses to those of post-FIRM structures the cost of subsidies to pre-FIRM structures and options for eliminating subsidies
- A GAO report on the three largest contractors FEMA uses to administer the NFIP
- A study by the National Academy of Sciences on graduated risk behind levees
- A separate FEMA and GAO study of reinsurance and privatization of the NFIP
- A GAO study on business interruption and additional living expenses coverage
- A FEMA study of amending the legislation to use national recognized building codes as part of the floodplain management criteria
- A FEMA – National Academy of Sciences study of encouraging maintenance of flood insurance and methods for establishing an affordability framework for flood insurance including targeted assistance
- A Federal Insurance Office study of the current market for natural catastrophe insurance in the United States including issues of affordability

Building Code Enforcement

Allows use of Community Development Block Grant funds for increasing staffing and training for local building code enforcement and to provide flood hazard and flood insurance information to residents

COMMITTEE ON FINANCIAL SERVICES

SECTION-BY-SECTION SUMMARY OF

TITLE II, THE BIGGERT-WATERS FLOOD INSURANCE REFORM ACT OF 2012

Sec 100201 Short Title – Biggert-Waters Flood Insurance Reform Act of 2012

Sec 100202 Definitions – Provides for definitions of (1) 100-Year floodplam, (2) 500-Year floodplain, (3) Administrator of the National Flood Insurance Program (NFIP), (4) the National Flood Insurance Program, and (5) ‘ Write Your Own’ (WYO) companies

Sec 100203 Extension of National Flood Insurance Program – Extends the NFIP through September 30, 2017

Sec 100204 Availability of Insurance For Multifamily Properties – Clarifies that multifamily structures consisting of 5 or more units will be eligible for flood insurance under NFIP

Sec 100205 Reform of Premium Rate Structure – Provides for the immediate phasing-in of actuarial rates for other subsidized properties including (1) second properties, (2) severe repetitive loss properties, (3) properties that have incurred flood-related damage that exceeds the fair market value of the property, and (4) commercial properties, prohibits government subsidies for new flood policies or lapsed policies, increases the annual cap on premium rate increases from 10 percent to 20 percent, and allows for the option of annual or installment premium payments by the policyholder

~~**Sec 100206 Areas of Residual Risk**~~ – [Struck by U S Senate]

Sec 100207 Premium Adjustment – Provides that initial rates would be set at a 50 percent discount from full risk rates and increase by 20 percent each year thereafter for any property newly mapped into a mandatory purchase area, or subject to a revised or updated map

Sec 100208 Enforcement – Increases the amount for civil penalties that can be imposed against regulated lending institutions that fail to require flood insurance from \$350 to \$2 000 per violation

Sec 100209 Escrow of Flood Insurance Payments – Provides for regulated lending institutions to escrow flood insurance payments for many loans

Sec 100210 Minimum Deductibles For Claims Under the National Flood Insurance Program – Provides for a minimum deductible for (1) subsidized properties at \$1 500 for structures valued at \$100 000 or less and \$2 000 for structures valued at greater than \$100 000 and (2) non subsidized properties at \$1 000 for structures valued at \$100 000 or less and \$1,250 for structures valued at greater than \$100,000

COMMITTEE ON FINANCIAL SERVICES

SECTION-BY-SECTION SUMMARY OF

TITLE II, THE BIGGERT-WATERS FLOOD INSURANCE REFORM ACT OF 2012

Sec 100211 Considerations In Determining Chargeable Premium Rates – Allows for the use of historical loss data, including catastrophic loss years, in determining premium rates

Sec 100212 Reserve Fund – Requires the Federal Emergency Management Agency (FEMA) to establish a reserve fund in a separate account to meet expected future claims or other NFIP obligations with at least 1 percent of the total program’s potential loss exposure

Sec 100213 Repayment Plan For Borrowing Authority – Requires FEMA to create a repayment schedule to eliminate the NFIP’s outstanding debt and report on its progress every six months. FEMA is also required to submit a report to Congress on the options available to the agency for eliminating the debt within 10 years

Sec 100214 Payment of Condominium Claims – Clarifies that flood insurance claim payments may not be denied to condominium owners who purchased flood insurance policies separate and apart from flood insurance policies purchased by the condominium association in which the policyholder is a member

Sec 100215 Technical Mapping Advisory Council – Creates a new Technical Mapping Advisory Council made up of federal, state, and local experts to review current flood hazard risk mapping standards and recommend new standards to FEMA based on evolving new scientific and technological data. FEMA is required to report annually to Congress on how it is acting on those recommendations and whether it has deferred action on any recommendation

Sec 100216 National Flood Mapping Program – Establishes a process for communities to request a remapping based on the standards recommended by the Technical Mapping Advisory Council and adopted by FEMA, requires a communication and outreach plan to local communities and affected Senators and each Member of the House of Representatives for each congressional district affected by new maps, and allows any community affected by the adoption of the recommendations of the Technical Mapping Advisory Council, to request an update of its rate maps

Sec 100217 Scope of Appeals – Clarifies that appeals of FEMA’s determinations of flood elevations or designations of special flood hazard areas will be based solely on whether such determination or designation was technically or scientifically incorrect

Sec 100218 Scientific Resolution Panel – Provides for the establishment of an independent Scientific Resolution Panel consisting of no less than 5 members, with expertise related to the creation and study of flood hazard maps and flood insurance, to address mapping-related

COMMITTEE ON FINANCIAL SERVICES

SECTION-BY-SECTION SUMMARY OF

TITLE II, THE BIGGERT-WATERS FLOOD INSURANCE REFORM ACT OF 2012

concerns from communities that are dissatisfied with the outcome of their appeal to FEMA, and authorizes certain remapped communities to use the new panel to rule on Letters of Map Revision

Sec 100219 Removal Of Limitations On State Contributions For Updating Flood Maps –

Permits states to invest unlimited additional funds in mapping by removing the limitation that states can only contribute up to a maximum of 50 percent of the cost of mapping

Sec 100220 Coordination – Requires various federal departments to work together to coordinate mapping and risk determination budgeting, requires the Office of Management and Budget (OMB), FEMA and other federal agencies to submit a joint report to Congress within 30 days of the budget submission on the crosscutting budget issues with respect to mapping

Sec 100221 Interagency Coordination Study – Provides for FEMA to contract with the National Academy of Public Administration for a study on how FEMA may improve interagency and intergovernmental coordination on flood mapping and how FEMA can establish joint funding mechanisms with federal state and local agencies to share the collection and use of data for mapping

Sec 100222 Notice of Flood Insurance Availability Under RESPA – Requires notification, under the Real Estate Settlement Procedures Act, to homeowners at a real estate settlement explaining flood insurance and the availability of flood insurance under the NFIP

Sec 100223 Participation In State Disaster Claims Mediation Programs – Requires FEMA, at the request of a State Insurance Commissioner, to take part in state-sponsored, non-binding mediation to resolve insurance claim disputes

Sec 100224 Oversight And Expense Reimbursements Of Insurance Companies – Requires FEMA to collect accurate and adequate information on WYO company expenses, and, requires FEMA to develop a methodology for determining what WYO companies should be reimbursed for their activities under the program. Based on the data submitted by WYO companies FEMA would be required to implement regulations on reimbursement rates

Sec 100225 Mitigation – Streamlines and reauthorizes the Flood Mitigation Assistance Program, the Repetitive Flood Claims Program and the Severe Repetitive Loss Program to allow federal funds to be used for mitigation of repetitive- or severe-repetitive loss structures to improve their effectiveness and efficiency, and requires FEMA to consider the demolition and rebuilding of property as eligible activities under the Flood Mitigation Assistance Program

COMMITTEE ON FINANCIAL SERVICES

SECTION-BY-SECTION SUMMARY OF

TITLE II, THE BIGGERT-WATERS FLOOD INSURANCE REFORM ACT OF 2012

Sec 100226 Flood Protection Structure Accreditation Task Force – Requires FEMA and the Army Corps of Engineers, in cooperation with the National Committee on Levee Safety, to form a Flood Protection Structure Accreditation Task Force to better align the data that the Corps collects during levee inspections with the data required under FEMA s accreditation program

Sec 100227 Flood In Progress Determinations – Provides NFIP coverage for individuals, with structures located in communities that were damaged in the Missouri River flooding of 2011, who purchased their flood insurance more than 30 days before experiencing any flood damage requires FEMA to report on its use of Flood in Progress determinations, and requires FEMA to develop new procedures for informing NFIP policyholders when a Flood in Progress has been declared

Sec 100228 Clarification Of Residential And Commercial Coverage Limits – Clarifies that the aggregate coverage limit available for one to four family residential buildings is \$250,000, and that the aggregate coverage limit available for non-residential buildings is \$500,000 for each structure and \$500,000 for contents

Sec 100229 Local Data Requirement – Requires FEMA to use local data when mapping communities identified by the NFIP Administrator as Community Identification Number 360467, and impacted by the Jamaica Bay, NY flooding source, or identified by the NFIP Administrator as Community Identification Number 360495, and requires FEMA to remap any communities that fit this requirement within one year after enactment

Sec 100330 Eligibility For Flood Insurance For Persons Residing In Communities That Have Made Adequate Progress On The Reconstruction Or Improvement Of A Flood Protection System – Allows for communities that are making adequate progress on the reconstruction or improvement of their flood protection systems to protect against a 100-year flood to qualify for lowest possible chargeable risk premiums for up to five years. The rates those communities pay during construction will be set at the level they would pay once their dams and levee projects are complete. Additionally, in exceptional circumstances, certain communities that FEMA believes are close to achieving the adequate progress standard may be eligible for two additional years of the lowest possible chargeable risk premium

Sec 100231 Studies and reports – Includes multiple FEMA and Government Accountability Office (GAO) studies and reports on topics such as NFIP budget activities, pre-Flood Insurance Rate Map (FIRM) properties, and review of FEMA contractors

Sec 100232 Reinsurance – Requires FEMA to conduct an assessment of the private reinsurance market's capacity to assume a portion of the NFIP insurance risk. This section

COMMITTEE ON FINANCIAL SERVICES

SECTION-BY-SECTION SUMMARY OF

TITLE II, THE BIGGERT-WATERS FLOOD INSURANCE REFORM ACT OF 2012

clarifies that FEMA is authorized to secure reinsurance from the private market. In addition, FEMA would be required to include in its annual report to Congress an assessment of NFIP's ability to pay claims, as well as a description of any use of FEMA's authority to secure reinsurance.

Sec 100233 GAO study on business interruption and additional living expenses coverages – Requires the GAO to conduct a study on the possibility of including business interruption and/or additional living expenses coverage and the effects that these coverage options could have on the NFIP.

Sec 100234 Policy disclosures – Each policy under the NFIP shall state all conditions, exclusions, and other limitations pertaining to coverage, regardless of the underlying insurance product, in plain English, in boldface type, and in a font size that is twice the size of the text of the body of the policy.

Sec 100235 Report on inclusion of building codes in floodplain management criteria – Requires that FEMA conduct a study on the impact, effectiveness, and feasibility of including widely used and nationally recognized building codes as part of the floodplain management criteria.

Sec 100236 Study of participation and affordability for certain policyholders – Requires FEMA to conduct a study on the methods to encourage, maintain participation, and educate consumers about the NFIP. Also requires the National Academy of Sciences to conduct an economic analysis.

Sec 100237 Study and report concerning the participation of Indian tribes and members of Indian tribes in the National Flood Insurance Program – Requires GAO to study the reasons why only 45 out of 565 Native American tribes participate in the NFIP.

Sec 100238 Technical corrections – Replaces the term 'Director' with 'Administrator' in the Flood Disaster Protection Act of 1973, National Flood Insurance Act of 1968, and Federal Flood Insurance Act of 1956.

Sec 100239 Use of private insurance to satisfy mandatory purchase requirement – Permits federal agency lenders to accept private flood insurance in satisfaction of flood insurance coverage requirements. To qualify, private flood insurance must meet coverage requirements.

Sec 100240 Levees constructed on certain properties – Requires repurchase of certain land from the Federal government for the construction of dams or levees.

COMMITTEE ON FINANCIAL SERVICES

SECTION-BY-SECTION SUMMARY OF

TITLE II, THE BIGGERT-WATERS FLOOD INSURANCE REFORM ACT OF 2012

Sec 100241 Insurance coverage for private properties affected by flooding from Federal lands – The 30 day waiting period for flood policies to become effective would be waived if the property were affected by flooding on Federal land that is the result of post-wildfire conditions

Sec 100242 Permissible land use under Federal flood insurance plan – Prevents the presence of an enclosed swimming pool from having an effect on the terms of coverage or the ability to receive coverage under the NFIP

Sec 100243 CDBG eligibility for flood insurance outreach activities and community building code administration grants – Modifies the permissible use of funds under the Community Development Block Grant Program (CDBG) to include flood insurance outreach activities and community building code administration grants. Provision sunsets in two years

Sec 100244 Termination of force-placed insurance – Within 30 days of receipt by a lender or mortgage servicer of confirmation of a borrower's existing flood insurance coverage, the lender or servicer shall terminate any force-placed insurance and refund all force-placed insurance premiums and fees charged to the borrower during any period of coverage overlap

Sec 100245 FEMA authority on transfer of policies – FEMA may refuse to accept the transfer of the administration of policies for coverage under the NFIP that are written and administered by any insurance company or other insurer, or any insurance agent or broker

Sec 100246 Reimbursement of certain expenses – Allows individuals to be reimbursed for certain costs associated with a successful challenge to a scientific mapping error made by FEMA. The amounts made available for implementing this subsection shall not exceed \$250,000

Sec 100247 FIO study on risks, hazards, and insurance – The Director of the Federal Insurance Office (FIO) shall conduct a study on the current state of the market for natural catastrophic insurance in the United States

Sec 100248 Flood protection improvements constructed on certain properties – Requires the repurchase of certain land from the Federal government for the construction of dams or levees

Sec 100249 No cause of action – No cause of action shall exist and no claim may be brought against the United States for violation of any notification requirement imposed upon the United States by this subtitle

COMMITTEE ON FINANCIAL SERVICES

SECTION-BY-SECTION SUMMARY OF

TITLE II, THE BIGGERT-WATERS FLOOD INSURANCE REFORM ACT OF 2012

Subtitle B—Alternative Loss Allocation

Sec 100251 Short title – This subtitle may be cited as the “Consumer Option for an Alternative System to Allocate Losses Act of 2012” or the “COASTAL Act of 2012”

Sec 100252 Assessing and modeling named storms over coastal States – Requires FEMA to (1) identify named storms that may constitute a threat to the coastal zone, (2) develop a post-event assessment for such named storm, (3) establish a specified protocol to collect and assemble all requisite data to produce post-event assessments, (4) identify federal and state systems capable of collecting such data, and (5) establish the Coastal Wind and Water Event Database

Sec 100253 Alternative loss allocation system for indeterminate claims – Directs the Department of Homeland Security to establish a system for allocating losses among certain insurers providing coverage against property losses due to wind and water peril

Subtitle C—HEARTH Act Amendment

Sec 100261 HEARTH Act technical corrections – Contains technical corrections to the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009



Biggert-Waters Flood Insurance Reform and Modernization Act of 2012
Big "I" Summary of Provisions

Program Extension

Would reauthorize the NFIP and its financing through September 30 2017

Increase in Average Annual Limit on Premium Growth

Would increase the annual limitation on premium increase from 10% to 20%

Phase In of Actuarial Rates For Certain Properties

Would require the Administrator of the Federal Emergency Management Agency (FEMA) to phase in actuarial rates over 4 years for the following pre-FIRM properties: non-primary residences, severe repetitive loss properties, any properties where flood losses have exceeded the property value, any business property, and any property that has sustained substantial damage (over 50% of Fair Market Value (FMV)) or improved over 30% of FMV. The premium increases for the previously mentioned categories of pre-FIRM properties are subject to a 25% annual limitation.

Actuarial Rates for Certain Severe Repetitive Loss Properties

Would charge actuarial rates to any prospective insured that refused to accept any offer of mitigation assistance following a major disaster, or in connection with a repetitive loss property.

Extension of Premium Rate Subsidy on New Policies or Lapsed Policies

Would prohibit the Administrator from offering subsidized flood insurance rates to any property not insured under the NFIP as of the date of enactment to any prospective insured whose coverage previously lapsed as a result of deliberate choice of the policyholder.

Considerations in Determining Chargeable Premium Rates

Would require the Administrator to consider catastrophic loss years in the calculation of average losses.

Payment of Premiums in Installments

Would authorize FEMA to accept the payment of flood insurance premium in installments.

Use of Private Insurance to Satisfy Mandatory Purchase Requirement

Would permit lending institutions to accept a private primary flood insurance policy in lieu of a NFIP flood policy to satisfy the mandatory purchase requirements.

Penalties for Lender Non-Compliance with Mandatory Purchase Requirement

Would increase penalties for lenders that fail to ensure that properties required to have flood coverage purchase such coverage. Penalties are increased from \$350 to \$2000 per violation, and this section removes the limit on annual penalties.

Escrow of Flood Insurance Payments

Would require lending institutions to create escrow accounts for the payment of flood insurance premiums.

Termination of Force Placed Insurance

Within 30 days of receipt by a lender or servicer of confirmation of a borrower's existing flood insurance coverage the lender or servicer shall terminate any force placed insurance and refund all force placed insurance premiums and fees charged to the borrower during any period of coverage overlap For confirmation of coverage a lender or servicer shall accept the borrower's insurance policy declarations page that includes the flood policy number and the insurance company or agent and contact number

Availability of Insurance for Multi Family Properties

Would allow multi family residential building owners (with 5 or more units) to purchase flood insurance up to the commercial coverage limits which is currently \$500,000 for the structure

Eligibility for Persons In Communities Making Progress on the Improvement of a Flood Protection System.

Would require the Administrator to permit persons residing in areas that have made adequate progress on the improvement of a flood protection system to buy flood insurance Areas eligible for flood coverage under this section would pay the same rate as if the flood protection system had been completed

Clarification of Residential and Commercial Coverage Limits

Would clarify the aggregate coverage limits available to (one to four family) residential buildings as \$250,000 The aggregate coverage limit available for non residential buildings is \$500,000 for each structure and a \$500,000 aggregate limit for contents

Minimum Annual Deductibles

The minimum annual deductible for pre-FIRM properties will be 1) \$1,500 if the property is insured for \$100,000 or less or 2) \$2,000 if the property is insured for more than \$100,000 Minimum post FIRM property deductibles will be 1) \$1,000 for those with \$100,000 of coverage or less or 2) \$1,250 if the property is insured for more than \$100,000

Mandatory Coverage Areas.

Would require the Administrator in conjunction with the Technical Mapping Advisory Council (TMAC) to establish meaningful standards for updating and maintaining maps Maps shall include 1) all areas within the 100 year flood plain 2) all areas within the 500- year flood plain 3) areas of residual risk (including behind levees dams and other flood control structures) 4) areas that could be inundated as a result of the failure of a levee dam or other flood control structure and 5) the level of protection provided by flood control structures Authorizes \$400 million annually for mapping Directs FEMA to enhance communication and outreach to states local communities and property owners regarding mapping changes and mandatory purchase requirements

Payment of Condominium Claims

Would clarify that condominium owners with flood insurance policies should receive claims payments regardless of the adequacy of flood insurance coverage of the condominium association and other condominium owners

Insurance Coverage for Private Property Affected by Flooding from Federal Lands

Would require the Administrator to determine for certain claims 1) if flooding conditions were exacerbated by post wildfire conditions on federal land and 2) whether or not flood insurance was purchased by impacted policyholders within 60 days after the wildfire

Treatment of Swimming Pool Enclosures Outside of Hurricane Season.

Would prevent the presence of an enclosed swimming pool from having an effect on the terms of coverage or the ability to receive coverage under the NFIP

Utilizing Private Reinsurance

Would require FEMA to conduct an assessment of the private reinsurance market's capacity to assume a portion of the NFIP insurance risk This section clarifies that FEMA is authorized to secure reinsurance from the private market In addition FEMA would be required to include in their annual report to Congress an assessment of NFIP's ability to pay claims and any use of FEMA's authority to secure reinsurance

Repayment Plan for Borrowing Authority

Would require detailed reporting and repayment plans to be submitted to the Treasury and Congress whenever FEMA has to borrow funds to pay for losses in the NFIP

Reserve Fund

Would require FEMA to build up a reserve fund to help cover losses in higher than average years The reserve fund shall maintain a balance of 1% of the sum of the total potential loss exposure of outstanding policies In order to reach

this requirement FEMA will be required to put at least 7.5% of the reserve ratio into the fund each year until the reserve ratio is met

FEMA Authority on Transfer of Policies

Would permit the Administrator at his or her discretion to refuse to accept the transfer of the administration of policies for coverage under the flood insurance program that are written and administered by any insurance company or other insurer or any insurance agent or broker

Grants for Mitigation Activities

Would reform and streamline existing FEMA mitigation programs Gives priority to mitigation programs that will result in the greatest amount of savings for the National Flood Insurance Fund

Participation in State Disaster Claims Mitigation

Would require FEMA at the request of a State Insurance Commissioner to take part in state sponsored non binding mediation to resolve insurance claim disputes

Oversight and Expense Reimbursements of Insurance Companies

Would require FEMA to collect accurate and adequate information on WYO company expenses FEMA shall develop a methodology for determining what WYO companies should be reimbursed for their activities under the program All WYOs will be required to submit data based on that methodology Using that data FEMA will be required to conduct rulemaking on reimbursement rates to ensure that WYO companies are being reimbursed based on actual expenses including standard business costs and operating expenses WYO insurers may be fined up to \$1,000 per day for non-compliance with certain reporting requirements GAO will report to Congress on the efficacy of the rules

Policy Disclosure Requirements

Would require that each policy state all conditions exclusions and other limitations pertaining to coverage under the subject policy regardless of the underlying insurance product, in plain English, in boldface type and in a font size that is twice the size of the text of the body of the policy

Notice of Flood Insurance Availability Under RESPA's Good Faith Estimate

Would require that lenders provide to all purchasers a disclosure of the availability of flood insurance under the Real Estate Settlement Procedures Act (RESPA)

Treatment of Levees

Would allow for the construction of permanent flood risk reduction levees on property acquired by FEMA if the Administrator and Chief of Engineers determine that it is the most effective means of mitigation against flood risk Local authorities must submit an annual levee maintenance certification to the Administrator

Army Corps of Engineer Evaluation of Levee Systems

Would require FEMA and the Army Corps of Engineers in cooperation with the National Committee on Levee Safety, to form a Flood Protection Structure Accreditation Task Force to better align the data that the Corps collects during levee inspections with the data required under FEMA's accreditation program

Ongoing Modernization of Flood Maps and Elevation Standards

Would require the Technical Mapping Advisory Council (TMAP) shall within 12 months of enactment prepare written recommendations in a future conditions risk assessment and modeling report and to submit such recommendations to the Administrator

Technical Mapping Advisory Council

Would reestablish the Technical Mapping Advisory Council (TMAP) to ensure that FEMA adopts meaningful standards for updating and maintaining maps The Council would include the Administrator and 12 of his appointees from a broad cross section of industry and academia

Reimbursement for Certain Costs Related to FEMA Mapping Errors

Would reimburse certain expenses for property owners who successfully appeal a scientific or technical error made by FEMA in the mapping process

Scope of Appeals

Permits community map appeals to address the Special Flood Hazard Area boundary in addition to the Base Flood Elevation

Scientific Resolution Panel

Would establish an independent Scientific Resolution Panel that will address mapping related concerns from communities that are dissatisfied with the outcome of their appeal to FEMA The provision would also authorize certain communities that have already been remapped to use the new Panel to rule on Letters of Map Revision

Coordination Amongst Federal Agencies on Mapping:

Would require various federal departments (NOAA FEMA USGS) to work together to coordinate mapping and risk determination budgeting Requires OMB FEMA and others to submit a joint report to Congress within 30 days of the budget submission on the crosscutting budget issues with respect to mapping

Alternative Loss Allocation for Indeterminate "Slab" Claims

- *Requires that the Administrator of FEMA develop a Named Storm Event Model to generate post event assessments with an accuracy of not less than 90 percent for indeterminate losses
- *Requires the Administrator of FEMA to work in consultation with the Office of the Federal Coordinator for Meteorology to submit a plan to Congress for the collection of event data within 270 days
- *Establishes a coastal wind and water event database for the collection and compilation of storm event data within 365 days of enactment
- *Requires the Administrator of FEMA to establish a protocol for collecting data for post event assessment within 540 days of enactment
- *The post-event assessment would be due no later than 90 days after the identification of a named storm
- *Creates a system for allocating loss between wind and water for indeterminate (slab) claims
- *Imposes civil penalties of up to \$1 000 for any insurance claims adjuster who knowingly and willingly makes a false or inaccurate determination for an indeterminate (slab) loss
- *Requires the National Academy of Sciences to evaluate the expected financial impact of the Coastal (loss allocation) formula on the NFIP Also the validity of scientific assumptions used to develop the formula will be evaluated A report containing the results of the evaluation must be submitted to the Senate Committee on Banking, Housing, and Urban Affairs and the House Committee on Financial Services
- *It is within the discretion of the Administrator to use the Coastal (loss allocation) formula only if the National Academy of Sciences report concludes that 1) the Coastal formula does not have an adverse financial impact on the NFIP and 2) the Coastal formula is based on valid scientific assumptions that would result in at least a 90 percent degree of accuracy in loss allocation for indeterminate losses
- *Prospectively each time an adjustment is made to the Coastal formula the National Academy of Sciences will evaluate the impact of the changes in a report delivered to the Senate Committee on Banking, Housing, and Urban Affairs and the House Committee on Financial Services

Study on Business Interruption and Additional Living Expenses Coverage

Would require the Comptroller General to conduct a study on the possibility of including business interruption and/or additional living expenses coverage and the effects that these coverage options could have on the NFIP

Study of Participation and Affordability for Certain Policyholders

Would require FEMA to conduct a study on possible methods to encourage and maintain participation in the NFIP as well as making the NFIP more affordable for low income individuals through targeted assistance The study will also include an economic analysis provided by the National Academy of Sciences

Study on Pre-FIRM Structures

Would require the GAO to conduct a study of pre FIRM structures to determine what types of properties are pre FIRM who owns the properties locations property values and other information

Study on Contractors Used by FEMA

Would require the GAO in consultation with the Department of Homeland Security Inspectors General Office to review the three largest contractors used by FEMA in operating and managing the flood insurance program

Study on FIP Determinations

Would require FEMA to conduct a study examining the process for determining when a flood event has commenced or is in progress for purposes of NFIP flood insurance coverage This section also clarifies the meaning of eligible coverage for purposes of recent Missouri River flooding

Study on Privatization

Would require FEMA to conduct an assessment of the private reinsurance market s capacity to assume a portion of the NFIP insurance risk This section clarifies that FEMA is authorized to secure reinsurance from the private market In addition FEMA would be required to include in their annual report to Congress an assessment of NFIP s ability to pay claims as well as any use of FEMA s authority to secure reinsurance

Report on Financial Conditions of NFIP

Would require FEMA to submit an annual report to Congress on its activities and financial health including the amount paid in premiums losses expenses number of policies insurance in force estimate of average loss year and a description and amount of claims paid

Instructions Use the language in this fact sheet to create a brochure or one-pager with your bank's logo. Share it with customers at the bank or mail it using the sample cover letter provided.

Changes in Flood Insurance Requirements That Could Affect You

Monthly payments may increase. New flood zone maps may include your home or business.

Flood insurance premiums are expected to rise

A new law intended to strengthen the National Flood Insurance Program (NFIP) makes several changes to the way flood insurance premiums are calculated. These changes may increase your monthly mortgage payment. Contact your lender to find out if these changes will affect you.

- The law, known as the Biggert-Waters Flood Insurance Act, phases in increased flood insurance rates for homes in flood zones. Premiums have the potential to increase by 25 percent per year for the next four years until the full-risk rates are reached.
- You may not realize that the flood insurance rates you are currently paying may be discounted by the government. The law phases out the government's support for flood insurance policies – except for those protecting primary residences. You will no longer receive discounts for second homes and commercial buildings.
- It eliminates grandfathering. In the past, many buildings were allowed to keep their original flood-risk rating even if the zone designation was changed in a later flood zone map. Beginning in 2014, **all** buildings will be rated using the latest maps.

Certain events will cause an immediate increase in flood insurance premiums

The loss of subsidies and grandfathered status will be phased out over a four or five-year period. However, your rates will immediately increase to full-risk rates if you allow a flood insurance policy to lapse. If you buy a property in a flood zone, you will pay full-risk rates immediately.

Flood zone maps are changing throughout the country. Even if you don't have to have flood insurance now, you may be required to have it under the new maps.

That means buildings might now be in a flood zone that weren't before, or they may now be in a higher-risk zone. The Federal Emergency Management Agency (FEMA) is updating maps throughout the country to reflect current flood risk. To see if your home's flood zone may change, visit http://www.floodsmart.gov/floodsmart/pages/flooding_flood_risks/map_update_schedule.jsp

Tips to reduce your risk and save money

- Renew your flood insurance policy on time each year. Allowing a policy to lapse could be costly.
- FEMA offers three programs that may be able to help:
 - FEMA provides hazard mitigation grants. Learn more at <http://www.fema.gov/application-development-process/hazard-mitigation-grant-programs-frequently-ask-questions#3>
 - Your community may participate in the Community Rating System (CRS), which offers premium discounts. To find out more, visit <http://www.fema.gov/national-flood-insurance-program/community-rating-system>
 - Current NFIP policy holders whose property has been damaged from a flood may qualify for Increased Cost of Compliance insurance coverage. To find out more, visit <http://www.floodsmart.gov/floodsmart/pages/faqs/what-is-increased-cost-of-compliance-coverage.jsp>

To learn more about NFIP, visit their website at [floodsmart.gov](http://www.floodsmart.gov). Contact your insurance agent for more information on how Biggert-Waters may affect your premium.



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Amendment co-sponsored by Mississippi Rep. Steven Palazzo passes, would delay Biggert-Waters flood insurance hikes

172



U.S. Rep. Steven Palazzo, R-Biloxi (file photo)

Print (http://blog.gulfive.com/mississippi-press-news/print.html?entry=/2013/06/amendment_co-sponsored_by_rep.html)



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173

on June 05 2013 at 10 16 PM updated June 06 2013 at 7 18 AM

WASHINGTON - Congressman Steven Palazzo, R-Biloxi, along with Representatives Bill Cassidy of Louisiana, Michael Grimm of New York and Cedric Richmond of Virginia announced passage of an amendment to the FY14 Homeland Security Appropriations bill today that would delay scheduled increases to flood insurance rates due to kick in on coastal residents later this year.

The amendment blocks the implementation of Section 207 of the Biggert-Waters Flood Insurance Reform Act

Palazzo introduced similar legislation earlier this year. Today's amendment passed overwhelmingly by a vote of 281-146 and had the support of the National Association of Realtors, the American Bankers Association, and the National Association of Home Builders

"The passage of this amendment is an enormous victory for the Mississippi Gulf Coast," said Palazzo. "Thousands of people who built back after Hurricane Katrina and those now building back after Hurricane Sandy are facing steep flood insurance rate increases under current law.

"While we must ensure the flood insurance program remains fiscally solvent, we must do so in a compassionate way that doesn't penalize those who have followed the rules. This amendment would provide time for FEMA to study the affordability of flood insurance program changes, providing much-needed relief for homeowners and businesses across the Gulf Coast."

The Biggert-Waters Act, which was meant to overhaul the re-insurance program and make it self-sufficient, was signed into law last July.

The act ends flood insurance subsidies to homeowners by 2014 and generally increases premiums as flood insurance risk maps are updated.

The new rates are meant to reflect true flood risk, but many have argued the price hikes will devastate property owners. There has been national debate over how to handle the increases.

174

"The reforms under the Biggert-Waters Act have created flood insurance rates which could destroy south Louisiana homes," Cassidy said. "They would also be devastating for coastal communities around the country."

This amendment will block those rate increases and give us time to carefully modify the Biggert-Waters Act. It is important to have a self-sustaining flood insurance program. However, it must account for the flood protections throughout south Louisiana that make massive flood insurance rates unnecessary. I will lead in making sure that occurs."

According to Grimm, "There are Staten Islanders who have lost everything in Superstorm Sandy, with years to go before their lives return to normal. Now they are up against a tremendous flood insurance rate hike that will only victimize them further. By delaying the rate hikes mandated by Section 207 of Biggert-Waters, we can provide a window of respite for many struggling to rebuild, while Congress works toward a solution that eases the burden on homeowners and keeps flood insurance affordable for those who need it most."

See a copy of the amendment here **Cassidy Palazzo Grimm AMD pdf**
(<http://media.gulflive.com/mississippi-press-news/other/Cassidy%20Palazzo%20Grimm%20AMD.pdf>)

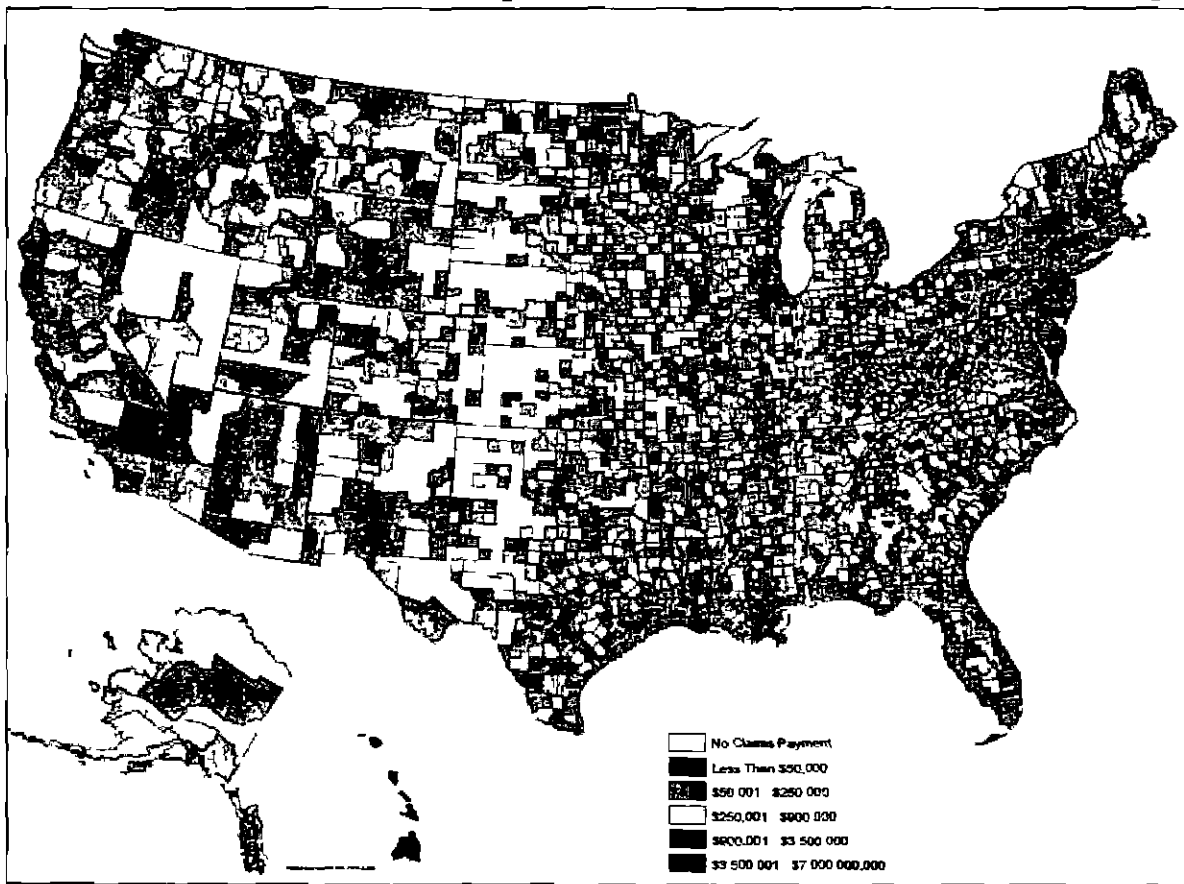
And a background document here **Biggert Waters Background pdf**
(<http://media.gulflive.com/mississippi-press-news/other/Biggert%20Waters%20Background.pdf>)

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Help Ensure the Affordability & Availability of Flood Insurance For Policyholders Across the Country



FEMA Flood Insurance claims by county (1996-2012)

- The Biggert-Waters Flood Insurance Reform Act of 2012 overhauled the National Flood Insurance Program (NFIP) and set an aggressive timeline to increase flood insurance premium rates. These changes aim to make the NFIP solvent and ensure its long-term sustainability. However, the legislation created an affordability and participation challenge for policyholders in communities across the country.
- While it is critical to have a sustainable, fiscally responsible NFIP that protects the businesses and homeowners who built according to code and have followed all applicable laws, some of the changes made to the NFIP in the Biggert-Waters Flood Insurance Reform Act of 2012 threaten to harm the very citizens the program was designed to protect by radically increasing the cost of flood insurance for over a million policyholders nationwide.
- These exorbitant rate increases are affecting properties that have never flooded and that were built in accordance with all FEMA required elevations and applicable codes at the time of construction. These properties are now considered to be out of compliance, through no fault of their own, due to new and proposed flood mapping.
- The Cassidy-Grimm-Palazzo Amendment ensures that no funds within FY14 Homeland Security Appropriations will be used to implement what is commonly known as section 207 of the Biggert-Waters Flood Insurance Reform Act of 2012. Section 207 ends current grandfathered NFIP rates for existing policy holders who, through no fault of their own, find themselves below "Base Flood Elevation" requirements of Flood Insurance Rate Maps issued after their compliance with previous FEMA issued Flood Insurance Rate Maps.
- While this is not a comprehensive fix to the affordability challenges associated with flood insurance, preventing the implementation of this section, especially as FEMA is still trying to understand its ramifications, is a step in the right direction. This provision does not carry a CBO cost and will not further impair the solvency of NFIP, but it will provide homeowners with greater predictability and help balance consumer affordability with flood insurance accessibility.

FEMA does not know the full ramifications of Section 207 of the Biggert-Waters Flood Insurance Reform Act of 2012, but the known policyholders impacted by Section 205 of the Act will begin to realize premium increases this year in Congressional Districts across the country

TRANSL Database
 Count of NFIP Policyholders by State as of 12/31/2012
 H R 5740 and BW 12 Section 205 Removal of Pre-FIRM Subsidies

State	Timing of Change								Total Affected by 100205	Not Affected by 100205	Grand Total
	Phase Out Immediately		Change of Ownership (or other 100205(g) trigger)		To Be Determined 100205(g)						
	100205 (a)(1)(A) Single Family or Condo Unit Owner Non-Primary (Non-Principal)	100205 (a)(1)(D) Business (Non-Residential) **	100205 (a)(1)(B)&(C) SRL Pre-FIRM Subsidized	100205(g) Single Family or Condo Unit Owner Principal Residence	Non Pre-FIRM SRL	2-4 Family	5+ Family	Condominium Building			
ALABAMA	1 625	1 073	129	5 176	1 245	305	219	13	9 785	48,441	58 226
ALASKA	46	69		279	1	28	3	16	442	2 612	3 054
AMERICAN SAMOA										1	1
ARIZONA	801	569		3 967		210	87	371	6 005	28 842	34 847
ARKANSAS	1 400	880	44	4 732	13	410	136	91	7 706	13 639	21,345
CALIFORNIA	6 985	5 312	148	30 126	79	2 191	1 088	2 192	48 121	208 715	256 836
COLORADO	804	919	1	3 113		238	257	429	5 761	15 575	21,336
CONNECTICUT	2 506	1 508	159	10 486	65	1 094	284	2 380	18 482	23,025	41,507
DELAWARE	1 006	228	30	1 507	164	92	98	532	3 657	22,240	25,897
DISTRICT COLUMBIA	25	31	1	48		7	9	64	185	2,031	2,216
FLORIDA	36 807	10 964	2 726	103 256	5 647	6 464	4 021	98 761	268 646	1 789,555	2 058,201
GEORGIA	3 328	1 324	41	10 670	23	532	459	1 517	17 894	78,953	96 847
GUAM	13	35		67		13	3		131	147	278
HAWAII	1 433	570	61	3 036	32	289	153	8 276	13 850	45 110	58 960
IDAHO	254	186		902		45	14	48	1 449	5 612	7 061
ILLINOIS	2 236	1 713	124	16 310	37	618	294	2 581	23 913	24 686	48,599
INDIANA	1 959	1 228	55	12 592	22	369	257	127	16 609	14 450	31 059
IOWA	742	1 094	47	4 192	21	152	107	64	6 419	10 200	16 619
KANSAS	708	749	16	3 822	5	160	59	68	5 587	7 573	13 160
KENTUCKY	1 640	1 409	163	8 071	38	260	328	178	12 087	12 971	25,058
LOUISIANA	10 037	5 661	2 280	50 203	1 856	8 965	1 793	1 268	82 063	404 462	486,525
MAINE	1 094	540	6	1 262	6	126	52	233	3 319	5 892	9,211
MARYLAND	2 092	920	27	6 433	41	233	298	2 052	12 096	61 065	73 161
MASSACHUSETTS	5 358	1 869	157	11 315	101	2 038	365	3 273	24 476	34 377	58 853
MICHIGAN	1 777	875	7	10 617	2	158	227	457	14 120	12 337	26 457
MINNESOTA	538	396	13	2 363	3	49	58	48	3 468	8 485	11 953
MISSISSIPPI	1 731	1,143	130	6 831	275	267	328	22	10 727	64 391	75 118
MISSOURI	1 698	2 088	286	5 922	66	381	229	335	11 005	15 648	26 653
MONTANA	269	268		1 220	1	17	23	4	1 802	4 062	5 864
N MARIANA ISLANDS										1	1
NEBRASKA	972	1 072	6	3 610	2	70	64		5 796	7,285	13 081
NEVADA	129	251		672	1	19	34	193	1 299	13 572	14 871
NEW HAMPSHIRE	681	477	19	1 579	6	229	84	719	3 794	5 518	9 312
NEW JERSEY	17 452	4 955	2 374	39 773	794	8 037	1 428	13 788	88 601	150 137	238 738
NEW MEXICO	523	386	1	2 993	1	93	41	52	4 090	12 634	16 724
NEW YORK	6 618	3 472	631	38 202	383	5 105	1 420	3 920	59 751	113 561	173 312
NORTH CAROLINA	4 759	2 143	391	7 728	316	697	344	987	17 365	121,013	138,378
NORTH DAKOTA	169	218	1	1 443		50	30		1 911	11 960	13 871
OHIO	2 872	2 431	111	14 258	24	665	329	207	20 897	20 986	41,883
OKLAHOMA	1 079	926	56	4 527	29	227	134	6	6 984	10 694	17 678
OREGON	1 383	1 174	36	5 697	16	319	240	492	9 357	25,367	34 724
PENNSYLVANIA	3 798	4 934	613	21 423	399	2 078	708	524	34 477	39 216	73 693
PUERTO RICO	516	1 129	101	22 704	16	982	59	331	25 838	30,734	56 572
RHODE ISLAND	1 436	708	30	3 634	12	439	82	511	6 852	9 422	16 274
SOUTH CAROLINA	5 585	1 595	24	10 264	16	1 000	346	10 694	29 524	175 371	204,895
SOUTH DAKOTA	233	278	4	1 063		40	16		1 634	4 047	5 681
TENNESSEE	1 019	1 256	46	4 695	31	320	151	262	7 780	25 821	33 601
TEXAS	10 149	4 553	926	39 869	1 201	1 194	1 986	1 539	61 417	584 494	645 911
UNKNOWN				1					1	4	5
UTAH	85	60		301		19	1	278	744	3 817	4 561
VERMONT	291	664	1	1 032		291	76	16	2,371	2 075	4 446
VIRGIN ISLANDS	29	171	104	203	10	28	31	221	797	1 231	2 028
VIRGINIA	3 470	2 086	330	11 654	111	547	424	1 646	20 268	95 435	115 703
WASHINGTON	2 149	1 712	93	8 513	29	323	187	111	13 117	31 801	44 918
WEST VIRGINIA	1 554	1 620	92	8 428	23	353	111	36	12,217	9 182	21 399
WISCONSIN	1 277	901	10	4 923		446	98		7 655	8,421	16 076
WYOMING	128	139		605		14	12	8	906	1 773	2 679
Grand Total	157 268	82 932	12,651	578,312	13 163	49 296	19,685	161 941	1 075 248	4 480 669	5 555 917

H R 5740 non principal residences will be phased out beginning January 1 2013. All others will begin being phased out October 1 2013. Also note that there is overlap between the categories. For example some SRLs are also non principal residences. However for this exhibit each policy has been placed into only one category.

177

Non Residential count includes some structures that are not businesses such as churches government buildings garages etc

**AMENDMENT TO H R. 2217, AS REPORTED
OFFERED BY MR. CASSIDY OF LOUISIANA, MR.
GRIMM OF NEW YORK, AND MR. PALAZZO OF
MISSISSIPPI**

At the end of the bill (before the short title), insert
the following

1 SEC 5 ____ None of the funds made available in this
2 Act may be used to implement, carry out, administer, or
3 enforce section 1308(h) of the National Flood Insurance
4 Act of 1968 (42 U S C 4015(h))



NO _____

**IN THE MATTER OF APPROVING THE RENTAL AGREEMENT WITH THOMPSON
MACHINERY FOR DISTRICT 5**

There came on this day for consideration the matter of approving the rental agreement with Thompson Machinery for District 5

It appears to this Board District 5 Supervisor is requesting this Board to authorize him to enter into a rental agreement for a Caterpillar Tractor with Thompson Machinery

After motion by Floyd McKee and second by Lynn Horton this Board doth vote unanimously to authorize District 5 to enter into an equipment rental agreement for Caterpillar tractor from Thompson Machinery as attached hereto as Exhibit A

SO ORDERED this the 6th day of June, 2013



President

THOMPSON MACHINERY

1776 CLIFF GOOKIN BLVD
TUPELO MS 38801
(662) 842 4322
A DIVISION OF

THOMPSON MACHINERY COMMERCE CORPORATION

RENTAL AGREEMENT



RENTED TO

SHIP TO

CLAY CO #5
PO BOX 815
WEST POINT MS

HWY 50,
PHEBE, MS

39773-0815

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	P.O NUMBER	STORE	DRV	SALESMAN	TERMS	PAGE
	6/14/13	179200	***	27	G	061	2	1
AGREEMENT NO	DOC DATE	PC	LC	MC	SHIP VIA		INV SEQ. NO	
S22465	6/14/13			10	SPEARS			
MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH ID NO			
AA	D5K2 LGP	OKYY00266		244 7	000008245			

CUSTOMER CONTACT FLOYD MCKEE

PHONE 662-295-2926

ITEM	QTY	RENTAL RATE	PERIOD
IDNO 000008245 MODEL D5K2 LGP	1 0	5,500 00	4 WEEK
SERIAL NUMBER OKYY00266		1,835 00	WEEK
PIN *CAT0D5K2PKYY00266*		620 00	DAY
DESC TRACK TYPE TRACTOR			
TIME OUT 10 16 DATE OUT 6/14/13		EXPECTED RETURN DATE	7/14/13
METER OUT 244 7 SHIP VIA SPEARS			
OPTION PRICE 173,334 FOB POINT PHEBE, MS			

MISCELLANEOUS CHARGES
DELIVERY ONLY

1 350 00

ITEM/S ABOVE RENTED ON A 4-WK /MO BASIS 160 HRS
MAX USE /MO CUST IS RESPONSIBLE FOR DAMAGE
THANK YOU FOR CHOOSING THE CAT RENTAL STORE
AT THOMPSON MACHINERY
WE APPRECIATE YOUR BUSINESS!!

**Track Clean-up Fee
May be Applied
Minimum \$150
Int: _____**

IF THE EQUIPMENT DOES NOT WORK PROPERLY NOTIFY THE OFFICE AT ONCE	MULTIPLE SHIFTS OR OVERTIME RATES WILL APPLY	CUSTOMER IS RESPONSIBLE FOR DAILY MAINTENANCE REFUELING KEYS FLATS FIRE EXTINGUISHERS AND DAMAGE
<p>1 Fire Theft and Vandalism Waiver (FTV) equal to (14%) of gross rental charges will be charged absent proof of insurance see paragraphs 11 & 12 on reverse side of this page If Customer accepts FTV TMCC agrees to waive certain claims against Customer for loss or damage to the Equipment in accordance with the terms and conditions set forth in paragraph 11 on the reverse side of this page and in the FTV Waiver Guide which Customer acknowledges receiving</p> <p>2 Fire Theft and Vandalism Waiver is NOT INSURANCE and does not cover upset overturned tire or overhead damage or accessory items regardless of fault</p> <p>3 Customer must call to release the Equipment and is responsible for the released Equipment until it is picked up by The Cat Rental Store</p> <p>4 Customer is fully responsible for items rented subject to terms and conditions on reverse side of this page</p> <p>5 There is no purchase option expressed or implied</p> <p>6 There will be no adjustment due to non-productive time weather conditions or any other conditions</p> <p>7 Lost key charge is \$10 00 Refueling charge is \$ <u>7.50</u> / gal</p> <p>8 The Equipment is being rented by Customer for business purposes and not for personal family or household use</p> <p>9 Complete Terms and Conditions are on the reverse side of this page</p>		
<p>Fire Theft and Vandalism Waiver Declines _____ Unless declined FTV will be deemed accepted</p>		<p>FOR OFFICIAL USE ONLY</p> <p>SALES MGR _____</p> <p>CREDIT MGR _____</p> <p>CC _____</p> <p>TC _____</p>
<p>I have had the opportunity to read the terms and conditions on both sides of this Agreement I have received and understand the safety instructions on the operation of the equipment that I am renting I have received a copy of this Agreement and agree to the terms and conditions on both sides I have received a copy of the Fire Theft and Vandalism Guide</p>		
<p>x <u>Dennis H. Wane</u> Customer Signature</p>	<p>_____ Date</p>	<p><u>Teresa H. Wane</u> Name Printed</p>
		<p>180 Delivered By _____ Date _____</p>

DO NOT PAY FROM THIS DOCUMENT

FILE

This Agreement (Agreement) is for the rental of the equipment described on the other side of this page (Equipment), including all parts and accessories to such equipment (Equipment). This Agreement is between the person or entity indicated on the front as the customer (Customer) and Thompson Machinery Commerce Corp. (TMCC). Both parties acknowledge that this Agreement and the Fire Theft Vandalism Waiver Guide consists of all the terms and conditions of the transaction.

1. TIME PERIOD/RENTAL RATES Customer agrees to rent from TMCC the Equipment described on front for the rentals hereinafter set out and on the terms and conditions stated herein. Rental starts immediately upon delivery of Equipment to Customer. Rental rates are for single shift use (up to 8 hours per day). Fraction of day draws full daily charge. Total charge is based upon elapsed time whether Equipment is used or not. Additional hourly charges will apply for usage in excess of 8 hours/day, 40 hours/week and 180 hours/month. For such excess, if any, a surcharge will be added based on the proration of the daily, weekly or monthly rate, whichever is applicable. Any individual signing this Agreement for Customer shall hereby make Customer liable for full payment of all rental services and any other costs that might be incurred until such time as the Equipment is returned to TMCC. If Customer fails to pay any amount that becomes due under this Agreement or fails to pay any invoice to TMCC in accordance with the terms of such invoice, Customer will be obligated to pay a service charge equal to the lesser of (1) 5% per month (18% per annum) or (2) the maximum lawful rate on the delinquent balance.

2. WHO MAY OPERATE THE EQUIPMENT Only Customer and the following persons with Customer's permission (Authorized Operators) may operate the Equipment: Customer's employer employees; fellow employees in the course of such employees' regular employment; or one approved by TMCC in writing. Customer and all Authorized Operators must be at least 18 years old, be properly qualified to operate the Equipment, be instructed and understand the instructions on the Equipment, and have a valid operator's license with respect to the equipment where required by law.

3. CUSTOMER'S RESPONSIBILITIES Until such time as TMCC receives actual possession of the Equipment, Customer agrees to hold the Equipment in a safe and secure manner. The Equipment will be used solely in Customer's business or kept only at Customer's place of business or the job site at where the Equipment is used, and will not be moved without the prior written consent of TMCC. The Equipment will be used only in accordance with the manufacturer's instructions within its rated capacity. Customer will perform or cause to be performed all normal periodic service adjustments and lubrication of Equipment, including but not limited to, checking of the Equipment before each shift, checking and maintaining crankcase, transmission, hydraulic, cooling and fluid systems daily. Customer agrees to replace cutting edges, bits and teeth or other wear items as required at Customer's expense. If the Equipment fails to operate properly or becomes in need of repair, customer will immediately cease using it and will immediately notify TMCC. Customer has been given and understands all operating instructions, including but not limited to operation of the safety features of the Equipment. Customer promises to return all Equipment to TMCC's premises in the same good, clean, uncontaminated condition as when delivered to Customer, subject only to reasonable wear. Reasonable wear shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a single shift basis. The following will not be deemed reasonable wear: damage resulting from lack of lubrication or lack of maintenance of necessary fuel levels; damage resulting from lack of normal daily services or inspections; damage from any collision, overturning or improper operation of Equipment, including damage in the nature of breakage, bending or tearing of the Equipment or any part hereof; damage to tires caused by puncture, bruise, abrasion or cut or by wear at a rate in excess of 1/16 inch per month. If the Equipment is returned in a damaged or excessively dirty or worn condition, Customer shall pay TMCC the reasonable costs of restoration. Machines requiring more than 30 minutes to clean will be deemed excessively dirty. In the case of the loss or destruction of equipment or any of the accessories or loss of possession thereof, or inability to return same to TMCC, Customer agrees to reimburse TMCC to the extent of the current retail replacement value.

4. REFUELING SERVICE FEE Customer agrees to return the Equipment with full fuel tanks or pay to TMCC a sum equal to TMCC's then applicable per gallon refueling service charge posted at TMCC's branch where the Equipment is returned.

5. WAIVER OF DEFECTS Customer covenants and agrees to make a complete inspection within 24 hours after receipt of Equipment. Any and all claims for defects must be made within the aforesaid 24 hour period. If no claims are made within a said 24 hour period, then Customer thereby acknowledges the Equipment to be in good safe and serviceable condition, and for its intended use, and Customer takes the Equipment thereafter as is, regardless of defects, latent or otherwise.

6. REPAIRS TMCC may be called to repair equipment while in possession of Customer at regular rates for repair work and all repair work outside of regular hours shall be paid for at a rate one and one-half times TMCC regular charges. Customer is not authorized to incur for TMCC's use, any expense or to expend any money in repairing the Equipment without written consent of TMCC.

7. SUBLETTING Neither the whole or any part of the Equipment shall be sublet by Customer or used from a location at which it was intended by TMCC to be used, as herein stated, except by written consent of TMCC obtained in writing before said removal.

8. TITLE Title now is and at all times hereinafter shall remain and be vested only with TMCC. If the Equipment is levied upon by marshal, sheriff or constable by reason of execution, garnishment or attachment or for any reason then this Agreement immediately terminates, and TMCC may retake the Equipment with or without notice and with or without legal process and may use all force necessary so to do in which event Customer hereby expressly waives all damages, physical and pecuniary so caused, if any, by TMCC in the process of taking the Equipment.

9. NOTICE OF NON-WAIVER The failure by TMCC at any one or more times to insist upon strict performance by Customer of the conditions and/or terms of this Agreement shall not be construed as a waiver of TMCC's right to demand strict compliance with and performance under all conditions and/or terms hereinafter. Notice of demand for strict compliance is hereby waived and time is expressly made the essence of this Agreement.

10. ASSIGNMENTS Neither this Agreement or Customer's rights hereunder shall be assignable by Customer except with TMCC's written consent. These conditions shall bind any permitted successors and assigns of Customer. If TMCC assigns the rents reserved herein, and/or all or any of TMCC's other rights hereunder, assignee's rights shall be independent of any claim which Customer may have against TMCC.

11. FIRE THEFT AND VANDALISM WAIVER Any customer not providing proof of insurance will be charged a Fire Theft and Vandalism Waiver (FTV) fee equal to 14% of the gross rental.

amount. Customer's not insuring the Equipment or Declines FTV line on the Rental Agreement will be deemed as consent by Customer to accept FTV. If Equipment is used in compliance with the Agreement and if Customer pays the additional charge for FTV, which is NOT insurance, TMCC agrees to waive, to the extent specified herein, Customer's responsibility to TMCC for the loss or damage to the Equipment exceeding the larger of: (a) \$1,000 per item of equipment; or (b) double the monthly rental charge in effect on the date of this Agreement. NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, CUSTOMER WILL BE RESPONSIBLE FOR ALL RESULTING LOSS OR DAMAGE TO THE EQUIPMENT AND THE EXPENSE OF TMCC IF SUCH LOSS OR DAMAGE RESULTS FROM THE NEGLIGENCE OF CUSTOMER, WHICH INCLUDES BUT IS NOT LIMITED TO THE USE OR OPERATION OF THE EQUIPMENT IN A RECKLESS OR ABUSIVE MANNER OR INTENTIONAL DAMAGE TO THE EQUIPMENT BY CUSTOMER OR WITH CUSTOMER'S PERMISSION OR UNDER ANY OF THE FOLLOWING CIRCUMSTANCES: (1) striking overhead objects with the Equipment; (2) all loss and damage associated with vandalism, malicious mischief, theft or conversion of the Equipment, not documented by Customer's prompt filing with the applicable public authorities (with an immediate written copy to TMCC) of a formal written theft, vandalism or conversion report; (3) all loss of or damage to the Equipment resulting from any exposure to radioactive, concentrated or other hazardous materials; (4) boom damage from overloading of a boom or from a collision, when a boom is in motion; (5) all loss or damage associated with the Equipment's rollover or upset; (6) use or operation of the Equipment other than by an Authorized Operator as defined herein; (7) use or operation of the Equipment in violation of any law or ordinance; (8) loss or damage resulting from the failure of the Customer to perform the basic maintenance required under this Agreement; (9) any failure of the Customer to comply with paragraph 3 of this Agreement; and (10) Customer's failure to secure the Equipment by leaving the keys readily available to any unauthorized operator or by not reasonably restricting access to the Equipment.

12. CUSTOMER'S INSURANCE OBLIGATIONS. Customer must at its own expense and at all times during the term of this Agreement, maintain a force insurance as set forth in the Fire Theft and Vandalism Guide in the amount adequate to cover any damage to or loss of the Equipment being rented under this Agreement. Customer's policy must expressly cover non-owned equipment while in Customer's care, custody and control. Customer will, on demand, furnish TMCC a Certificate of Insurance evidencing such insurance and endorsed to provide that such insurance may not be canceled or materially modified except on 30 days prior written notice to TMCC at TMCC's branch identified on the front. The amount, terms and conditions of the insurance required by this sub-paragraph must be acceptable to TMCC. Customer agrees to abide by all of the terms and conditions of such insurance.

13. NOTICE OF LOSS OR ACCIDENT In the event of an accident, loss of theft of or damage to the Equipment, Customer agrees to notify TMCC immediately (within 1 hour) by telephone and thereafter to immediately report in writing to TMCC and the public authorities (where required by law) all information deemed relevant thereto by TMCC. Customer will cause its agents and employees to give TMCC and the public authorities proper and full information and assistance in the investigation and prosecution of any matter resulting from said accident, loss, theft or damage.

14. MISCELLANEOUS Customer will not change, add or remove any inscriptions or lettering on the Equipment. All transportation charges shall be borne by the Customer. All notices relating hereto shall be mailed, registered or certified mail to TMCC or Customer at its respective address on the front. In case of any default by Customer hereunder, all sums due or to become due hereunder shall at the option of TMCC or any assignee of TMCC become payable forthwith. Customer waives all rights under all exemption laws. Customer admits the receipt of a true copy of this Agreement. This Agreement is irrevocable for the full term hereof, and the rent shall not abate by reason of termination of Customer's right of possession and/or the taking of possession by TMCC for any other reason. In case of any default by Customer hereunder, TMCC may accelerate all guaranteed rentals or rentals due for which Customer shall be liable to TMCC. The remedies herein provided to Customer shall be cumulative. All rentals under this Agreement shall be paid in lawful money at TMCC's principal office in Rutherford County, Tennessee, or at such other place, as the holder of this Agreement shall designate. No option covering this Equipment is given unless there is a separate written option agreement signed by TMCC. Customer will pay all applicable taxes.

15. REPOSSESSION Upon Customer's default hereunder or becoming insolvent or if Customer ceases doing business as a going concern or commits an act of bankruptcy or is a party as debtor or bankrupt to any proceeding under any bankruptcy law or attempts to remove or sell or transfer or encumber or sublet or part with the possession of the Equipment or if TMCC deems itself insecure, TMCC and/or its agents may without notice, liability or legal process enter any premises of or under control or jurisdiction of Customer or any agent of Customer where the Equipment may be or where TMCC believes the Equipment to be and repossess the Equipment and using all force necessary or permitted by applicable law so to do. Customer hereby expressly waives all further rights to possession of the Equipment and all claims for injury suffered through or loss caused by such repossession. Customer agrees to pay TMCC all expenses of such collection, including the greater of 15% of all rentals payable hereunder or the actual costs incurred by TMCC, including attorney's fees if TMCC attempts to collect any sums due hereunder.

16. NON-WARRANTY TMCC makes no warranty against patent or latent defects in the material workmanship or capacity of the Equipment. No warranty is expressed or implied that the Equipment will meet the requirements of Customer or of any law, rule, specification or contract which provides for specific machinery or operators or special methods. Customer assumes all liabilities arising therefrom at its sole risk and expense. In no event shall TMCC be responsible for special, incidental or consequential damages whatsoever or however caused (including, but not limited to, loss of use, business interruption or any other economic loss, whether in contract, negligence or any other theory of liability). No oral agreement, guarantee, promise, condition, representation or warranty shall be binding. All prior conversations, agreements or representations related hereto and/or to the Equipment are integrated herein. No modification hereof shall be binding unless in writing, signed by TMCC. TMCC reserves the right to remove the Equipment from any job at any time when in its opinion the Equipment is in danger of abuse, or for inspection or repair.

17. INDEMNITY AND HOLD HARMLESS. Customer hereby agrees to indemnify and save TMCC harmless from claims, demands, suits, judgments, actions, costs and expenses, including attorney's fees, arising from or connected with any damage or injury to person or property resulting from the possession, use or operation of Equipment. Any contrary terms contained in a purchase order or other writing from the Customer are hereby rejected and superseded by the terms and conditions contained in this Agreement. Customer's obligation hereunder shall survive any termination of this Agreement.

18. IN THE EVENT THIS MACHINE IS EQUIPPED WITH PRODUCT LINK I understand data concerning this machine's condition and its operation is being transmitted by Product Link to Caterpillar and/or its dealers to better serve me and to improve upon Caterpillar products and services. The information transmitted may include machine serial number, machine location and operational data, including but not limited to fault codes, emissions data, fuel usage, service meter hours, software and hardware versions, numbers and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. recognizes and respects customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

NO _____

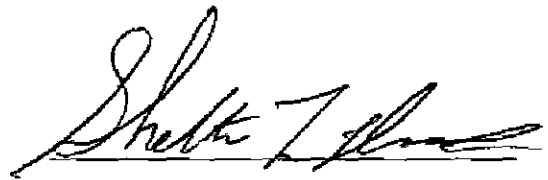
**IN THE MATTER OF APPROVING AND AUTHORIZING THE PRESIDENT TO
EXECUTE THE EASEMENT WITH AT & T**

There came on this day for consideration the matter of approving and authorizing the President to executing the Easement with AT & T

It appears to this Board AT & T is requesting for the county to sign an easement located at the intersection of Hwy 46 and Griffin for the purpose of putting up a utility box

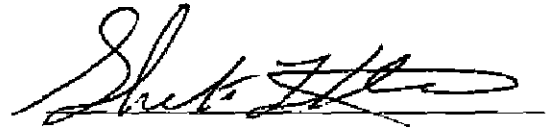
After motion by R B Davis this Board doth vote unanimously to approve and authorize the President to execute the easement with AT & T for the purposes of installing a utility box

SO ORDERED this the 6th day of June, 2013



President

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to recess until Thursday, June 27, 2013 at 9 00 a m



President