

**CITY OF GLUCKSTADT, MISSISSIPPI
MINUTES OF THE FIRST JULY MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, JULY 6, 2021, 6:00 P.M.
ST. JOSEPH CATHOLIC CHURCH, CHURCH HALL
127 CHURCH ROAD, GLUCKSTADT, MISSISSIPPI**

The Mayor called the July 6, 2021, meeting of the Mayor and Board of Aldermen to order. Present were Mayor Walter C. Morrison, Alderman Miya Warfield Bates, Aldermen Jayce Powell, Alderman Wesley Slay, Alderman John Taylor, Alderman Lisa Williams, City Attorney John P. Scanlon and City Planner Chris Watson.

The Mayor presented the *Notice of Special Meeting of the Mayor and Board of Aldermen of the City of Gluckstadt, Mississippi* acknowledged by all Aldermen. (Exhibit "A")

The meeting was opened with prayer with and the Pledge of Allegiance.

1. Approval of Minutes.

The Board considered the Minutes for the June 22, 2021, meeting. Alderman Taylor made a motion to accept the Minutes as written with no corrections. The Motion was seconded by Alderman Slay and a vote was taken thereon as follows:

Alderman Bates	Aye
Alderman Powell	Aye
Alderman Slay	Aye
Alderman Taylor	Aye
Alderman Williams	Aye

The Mayor then declared the Motion carried.

2. Election of Mayor Pro Tem.

Next was discussion and nominations for Mayor Pro Tempore. Alderman Taylor made a motion to nominate Lisa Williams as Mayor Pro Tempore. The Motion was seconded by Alderman Bates and a vote was taken thereon as follows:

Alderman Bates	Aye
Alderman Powell	Aye
Alderman Slay	Aye
Alderman Taylor	Aye
Alderman Williams	Aye

The Mayor declared the Motion carried.

3. Special Presentation by Micah Gober.

There was next a special presentation by Madison County resident Micah Gober, a member of the Madison County Historical Committee of a framed and signed Historical First Agenda to the City. No further action taken.

4. Accept donation from Bill Weisenberger.

Next, there was the presentation by Bill Weisenberger of \$500.00 donated to the City, pending approval of municipal depositories. Mr. Weisenberger also presented a gavel and sounding block handmade by Bill Weisenberger and Dustin Barrick from a 100-plus year old pecan tree, planted by Henry Klaas, one of the founders of the Gluckstadt farming community. Alderman Williams made a motion to accept the \$500.00 donation and gavel and sounding block. The Motion was seconded by Alderman Taylor and a vote was taken thereon as follows:

Alderman Bates	Aye
Alderman Powell	Aye
Alderman Slay	Aye
Alderman Taylor	Aye
Alderman Williams	Aye

The Mayor then declared the Motion carried.

5. Accept donated furniture from MS Realtors.

Next, Alderman Williams presented for the offer for donation of office furniture Mississippi Realtors as well as climate-controlled storage space from StorageMax. Alderman Slay made a motion to accept the donated furniture and storage space. The Motion was seconded by Alderman Williams and a vote was taken thereon as follows:

Alderman Bates	Aye
Alderman Powell	Aye
Alderman Slay	Aye
Alderman Taylor	Aye
Alderman Williams	Aye

The Mayor then declared the Motion carried.

6. Recognize Madison County Business League, Jan Collins.

The was next a presentation by Jan Collins of a proclamation which was read aloud. (Exhibit "B"). Ms. Collins stated that the Gluckstadt Mayor and Board of Aldermen will be ex officio board members of the Madison County Business League. No further action taken.

7. Acknowledge Prentiss Mayor Charley Dumas' card and well-wishes.

Mayor Morrison next presented letters of support from Prentiss Mayor Charley Dumas and Aaron Lacey of BankPlus. No further action taken.

8. Place of Meetings.

There was next discussion regarding regular meeting places. No further action taken.

9. Tax ID Number and Post Office Box.

The Mayor presented information regarding the City's tax identification number and the City's post office box (P.O. Box 2210, Madison, MS 39130) which will be checked every two days. Alderman Slay made a motion to reimburse Mayor Morrison in the amount of \$254.00, the cost of obtaining the post office box. The motion was seconded by Alderman Williams and a vote was taken thereon as follows:

Alderman Bates	Aye
Alderman Powell	Aye
Alderman Slay	Aye
Alderman Taylor	Aye
Alderman Williams	Aye

The Mayor then declared the Motion carried.

10. Adoption of Resolution to Provide for Participation by the City of Gluckstadt, in the Mississippi Municipal Liability Plan.

Next, Mayor Morrison read into the record the Resolution to Provide for Participation by the City of Gluckstadt, in the Mississippi Municipal Liability Plan. (Exhibit "C"). Alderman Bates made a motion to enter into the resolution. The motion was seconded by Alderman Powell and a vote was taken thereon as follows:

Alderman Bates	Aye
Alderman Powell	Aye
Alderman Slay	Aye

Alderman Taylor	Aye
Alderman Williams	Aye

The Mayor then declared the Motion carried.

11. Adoption of Interlocal Agreement between the City of Gluckstadt and the Mississippi Municipal Liability Plan.

Next, there was for consideration and adoption of the Interlocal Agreement between City of Gluckstadt and Mississippi Municipal Liability Plan. (Exhibit "D"). Alderman Slay made a motion to enter into the Interlocal Agreement. The motion was seconded by Alderman Taylor and a vote was taken thereon as follows:

Alderman Bates	Aye
Alderman Powell	Aye
Alderman Slay	Aye
Alderman Taylor	Aye
Alderman Williams	Aye

The Mayor then declared the Motion carried.

12. Discussion of hiring City Clerk, advertising for job.

Next, there was discussion of hiring of a City Clerk and advertising for the position. Alderman Taylor made a motion to advertise for the position with the Mayor to approve a job description, and the resumes should be submitted to the City's new post office box. The motion was seconded by Alderman Slay and a vote was taken thereon as follows:

Alderman Bates	Aye
Alderman Powell	Aye
Alderman Slay	Aye
Alderman Taylor	Aye
Alderman Williams	Aye

The Mayor then declared the Motion carried.

13. Joining the Mississippi Municipal League.

There was next discussion of joining Mississippi Municipal League. No further action taken.

14. Direction to Advertise for Depositories.

Next, was discussion to advertise for depositories. Alderman Bates made a motion to authorize the city attorney to advertise for municipal depositories. The motion was seconded by Alderman Williams and a vote was taken thereon as follows:

Alderman Bates	Aye
Alderman Powell	Aye
Alderman Slay	Aye
Alderman Taylor	Aye
Alderman Williams	Aye

The Mayor then declared the Motion carried.

15. Budgeting.

Next came discussions regarding budgeting. Mr. Chris Watson presented the Mayor and Board of Aldermen with budgeting information, including projected revenues and a draft "preliminary budget." Mr. Watson answered questions of the Mayor and Board of Aldermen. Alderman Williams made a motion to approve the city attorney and Mayor to meet with Madison County Administrator and transition team regarding the County's provision of services. The motion was seconded by Alderman Slay and a vote was taken thereon as follows:

Alderman Bates	Aye
Alderman Powell	Aye
Alderman Slay	Aye
Alderman Taylor	Aye
Alderman Williams	Aye

The Mayor then declared the Motion carried.

16. Planning, zoning, and building permits and inspection.

Next came discussion regarding options of creating a Planning & Zoning Commission and appointing members. Alderman Slay made a motion to approve the creation of a Planning & Zoning Commission consisting of seven members – five residents and two commercial representatives. The motion was seconded by Alderman Powell and a vote was taken thereon as follows:

Alderman Bates	Aye
Alderman Powell	Aye
Alderman Slay	Aye
Alderman Taylor	Aye
Alderman Williams	Aye

The Mayor then declared the Motion carried.

17. Matters related to the organization of a new municipality.

a. Garbage collection

b. Street maintenance

General discussion was held among the Board of Aldermen with public input from those in attendance to assist the Mayor and Board of Aldermen with policy decisions. No action taken.

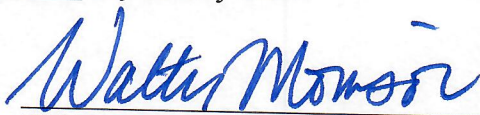
18. Adjourn.

There being no further business before the Board of Aldermen, Alderman Williams made a motion to adjourn. The motion was seconded by Alderman Slay and a vote was taken thereon as follows:

Alderman Bates	Aye
Alderman Powell	Aye
Alderman Slay	Aye
Alderman Taylor	Aye
Alderman Williams	Aye

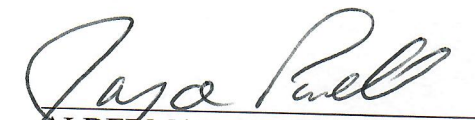
The Mayor then declared the Motion carried and the meeting adjourned at _____ p.m.

WITNESS MY SIGNATURE, this the 19th day of July 2021.



WALTER C. MORRISON, MAYOR

ATTEST:



ALDERMAN JAYCE POWELL,
RECORDS CUSTODIAN

**NOTICE OF SPECIAL MEETING OF THE MAYOR AND BOARD
OF ALDERMEN OF THE CITY OF GLUCKSTADT, MISSISSIPPI**

Notice of a special meeting of the Mayor and Board of Aldermen is hereby given by the undersigned. Said meeting shall be held on Tuesday, July 6, 2021, at 6 o'clock p.m. at St. Joseph Catholic Church, in Church Hall, located at 127 Church Rd, Gluckstadt, MS 39110.

Under Miss. Code Ann. §§ 21-3-21 and 25-41-13(a), this Notice of this special meeting shall be posted within one (1) hour after such meeting is called in a prominent place available to examination and inspection by the general public in the building in which the public body normally meets. A copy of the notice shall be made a part of the minutes and permanent official records of the public body. The method of this Notice shall be entered on the minutes of the special meeting, and business not specified below shall not be transacted at the meeting.

The business to be brought before the meeting shall be limited to the following:

1. Approval of Minutes of June 22, 2021, Organizational Meeting
2. Election of Mayor Pro Temp
3. Special Presentation – Madison County Resident Micah Gober – presentation of a framed and signed Historical First Agenda to the City
4. Accept donation of \$500.00 from Bill Weisenberger
5. Accept donated furniture from MS Realtors
6. Recognize Madison County Business League, Jan Collins, for presentation of proclamation recognizing City of Gluckstadt
7. Acknowledge Prentiss Mayor Charley Dumas' card and well-wishes
8. Determination of Place of Meetings, acceptance of donated space from Storage-Max
9. Acknowledge obtaining tax ID number for recordation in minutes
10. Acknowledge obtaining of P.O. Box and request Reimbursement of Mayor for expenses associated with P.O. Box rental (\$254) to be paid when City has funds
11. Acknowledge purchase of insurance through MMLP for recordation in minutes:
 - a. Adoption of Resolution to Provide for Participation by the City of Gluckstadt, in the Mississippi Municipal Liability Plan
 - b. Adoption of Interlocal Agreement between the City of Gluckstadt and the Mississippi Municipal Liability Plan
12. Discussion of hiring City Clerk, advertising for job
13. Joining the Mississippi Municipal League
14. Direction to Advertise for Depositories
15. Budgeting and Public Hearings
16. Budgeting and the FY 21-22 tax levy.
17. Planning, zoning, and building permits and inspection
18. Matters related to the organization of a new municipality
 - a. Garbage collection
 - b. Street maintenance

Special July meeting of the Gluckstadt Mayor and Board of Aldermen – 1

- c. Law enforcement
- d. Tax collection agreement with Madison County
- e. Franchise fees
- f. Consideration of Interlocal Agreements with Madison County, Mississippi
- g. Publication of Meeting Ordinance

19. Aldermen Reports

Pursuant to the provisions of Section 21-3-21 of the Mississippi Code of 1972, as amended, a copy of this Notice of the special meeting shall be given to the members of the Board, including the mayor, who have not signed it and who can be found, at least three (3) hours before the time fixed for the meeting.

Walter Morrison
Walter C. Morrison, IV, Mayor

We the undersigned Aldermen acknowledge that we were given notice of said special meeting at least three (3) hours in advance thereof by a copy of this notice in the following manner or manners:

Alderman Bates Mike Bates

Alderman Powell Pat Powell

Alderman Slay Al Slay

Alderman Taylor John Taylor

Alderman Williams Don Williams



**RESOLUTION RECOGNIZING THE CITY OF GLUCKSTADT,
MADISON COUNTY, MISSISSIPPI**

WHEREAS the residents of the Gluckstadt Community initiated and navigated the process necessary for the Gluckstadt Community to become an official city by the State of Mississippi;

WHEREAS the process of the Gluckstadt Community to become a city in the State of Mississippi has been completed;

WHEREAS the State of Mississippi has officially recognized the City of Gluckstadt as Mississippi's newest city;

WHEREAS on June 9, 2021, Mississippi Secretary of State Michael Watson officially recognized the City of Gluckstadt as the State's newest city;

WHEREAS the Madison County Business League and Foundation recognizes and welcomes the City of Gluckstadt as Mississippi's newest city;

WHEREAS the Madison County Business League and Foundation recognize and extend its congratulations to the City of Gluckstadt, the new mayor and the new Board of Alderman as well as the members of the Gluckstadt community;

WHEREAS, the Madison County Business League and Foundation looks forward to working with the City of Gluckstadt and its officials to bring together, under one organization, the voice of numerous entities in order to establish a clear and concise message for the future of Madison County, Mississippi;

WHEREAS, the Madison County Business League and Foundation, which is comprised of elected, appointed, business and individual leaders of Madison County, looks forward to working with the City of Gluckstadt and its officials to enable all partners in business and economic development to participate collectively in bringing together the overall vision for Madison County.

NOW, THEREFORE, be it resolved that the Madison County Business League and Foundation:

- (1) Recognizes the City of Gluckstadt as Madison County, Mississippi's newest city;
- (2) Expresses its support for the City of Gluckstadt;
- (3) Encourages the people of Madison County and the State of Mississippi to extend a warm welcome to the City of Gluckstadt; and
- (4) Extends its best wishes for success and prosperity for the City of Gluckstadt.

SO RESOLVED this the 22 day of June, 2021.

MADISON COUNTY BUSINESS
LEAGUE AND FOUNDATION

By: Wesley Goings
Wesley Goings, Chair

Exhibit B

CITY OF GLUCKSTADT, MISSISSIPPI

A RESOLUTION TO PROVIDE FOR PARTICIPATION BY THE CITY OF GLUCKSTADT IN THE MISSISSIPPI MUNICIPAL LIABILITY PLAN INITIALLY TO SHARE IN RISK OF PUBLIC OFFICIAL, AUTOMOBILE, LAW ENFORCEMENT AND GENERAL LIABILITY CLAIMS AND TO AUTHORIZE THE MAYOR TO CONTRACT TO JOIN IN SUCH PLAN; AND TO AUTHORIZE THE MAYOR TO EXPEND FUNDS TO THE CITY OF GLUCKSTADT TO CONTRIBUTE TO THE PLAN AS TO PUBLIC OFFICIAL, AUTOMOBILE, LAW ENFORCEMENT AND GENERAL LIABILITY COVERAGES; AND SUBSEQUENTLY AT THE OPTION OF THE CITY OF GLUCKSTADT TO PARTICIPATE IN THE PLAN FOR WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY, PROPERTY AND EMPLOYEE BENEFITS.

WHEREAS SENATE BILL 2364 OF THE 1986 MISSISSIPPI LEGISLATURE AUTHORIZES TWO (2) OR MORE MUNICIPALITIES TO CREATE AN INTER-LOCAL PLAN WHICH MIGHT THEN ESTABLISH A GROUP FUND.

WHEREAS, THE MISSISSIPPI MUNICIPAL LIABILITY PLAN HAS BEEN CREATED BY AN AGREEMENT BETWEEN TWO OR MORE MUNICIPALITIES ADOPTED PURSUANT TO SENATE BILL 2364 OF THE 1986 MISSISSIPPI LEGISLATURE; AND

WHEREAS IT IS DESIRABLE FOR THE CITY OF GLUCKSTADT TO JOIN THE MISSISSIPPI MUNICIPAL LIABILITY PLAN AND PARTICIPATE IN ITS PLAN IN ORDER TO MORE EFFICIENTLY PROVIDE A METHOD OF RISK SHARING FOR PUBLIC OFFICIALS LIABILITY, LAW ENFORCEMENT LIABILITY, GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND/OR PROPERTY COVERAGE, AND/OR WORKERS' COMPENSATION AND EMPLOYER LIABILITY CLAIMS.

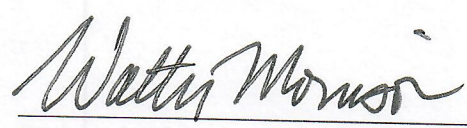
NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF GLUCKSTADT, MISSISSIPPI, THAT THE CITY OF GLUCKSTADT JOIN THE MISSISSIPPI MUNICIPAL LIABILITY PLAN AND

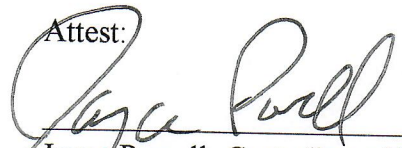
PARTICIPATE IN ITS PLAN FUND WHICH HAS BEEN FORMED TO SERVICE THE SPECIFIED LIABILITY CLAIMS OF THE MUNICIPALITIES JOINING THE PLAN; AND

BE IT FURTHER RESOLVED, THAT THE MAYOR BE AUTHORIZED TO EXECUTE AND THE CLERK ATTEST THE APPLICATION TO JOIN THE MISSISSIPPI MUNICIPAL LIABILITY PLAN AND PARTICIPATE IN ITS PLAN WITH RESPECT TO LIABILITY AND CLAIMS IN THE FORM AND SUBSTANCE OF THE APPLICATION ATTACHED HERETO.

BE IT FURTHER RESOLVED, THAT THE CITY OF GLUCKSTADT EXPEND THE SUM OF \$2,940.50 (SEE APPLICATION FOR PREMIUM CALCULATION) AS ITS CONTRIBUTION TO THE GROUP PLAN FOR LIABILITY COVERAGE MAINTAINED OR TO BE ESTABLISHED BY THE MISSISSIPPI MUNICIPAL LIABILITY PLAN.

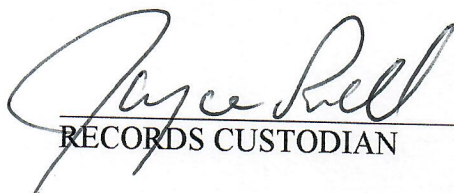
SO RESOLVED, THIS THE 6 DAY OF JULY, 2021.


Walter C. Morrison, MAYOR

Attest:

Jayce Powell, Custodian of Records

	Aye	Nay
ALDERMAN BATES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ALDERMAN POWELL	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ALDERMAN SLAY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ALDERMAN TAYLOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ALDERMAN WILLIAMS	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING RESOLUTION WAS
ADOPTED BY THE CITY OF GLUCKSTADT, MISSISSIPPI, ON THE 6 DAY OF
JULY, 2021.


RECORDS CUSTODIAN

9-14-2021
DATE

Contract Number _____

Municipality Gluckstadt

MISSISSIPPI MUNICIPAL LIABILITY PLAN
(A Service of the Mississippi Municipal Association)

INTER-LOCAL AGREEMENT

This Contract and Inter-Local Agreement entered into by and between the Mississippi Municipal Liability Plan (hereinafter referred to as "Plan") and the undersigned municipality of the State of Mississippi (hereinafter referred to as "Municipality") for the purpose of providing the liability coverage prescribed by the policy for the member municipalities.

WITNESSETH:

The undersigned municipality in consideration of the adoption of a plan as authorized by the Fiscal Management Board, to provide liability coverage at a minimum cost and in further consideration of other municipality executing identical inter-local agreements does hereby agree become one of the members of the Plan. The conditions of membership agree upon by and between the parties are as follows:

Definition of terms used in this Inter-Local Agreement:

- a. Board – refers to the Board of Trustees of the Mississippi Municipal Liability Plan.
- b. Fund Year – January 1st through December 31st.
- c. Servicing Contractor – MISSISSIPPI MUNICIPAL SERVICE CO., INC.
- d. Mississippi Municipality Liability Plan Policy – the document that sets forth in exact detail the coverages provided under Part I and Part II.

EXHIBIT "D"

1. Term/Withdrawal/Termination

The term of this contract shall be for a term of five (5) years commencing on June 6, 2021, unless the same is sooner terminated by sixty (60) days written notice of intent to terminate by either party unless otherwise specified under the terms and agreements of this Agreement and/or by the Bylaws of the Plan. The Plan will have the right to terminate this agreement only for non-compliance with paragraphs 8, 14, and 16.

2. Population

Annual estimated population will be furnished by the Municipality to the Plan.

3. Premium Payment

The Municipality must pay the premium in full before the inception of coverage.

4. Coverage Prior to Membership

If, prior to applying to the fund, the applying city does not have liability insurance, a thirty (30) day application period will be established after the city applies for coverage, but before the city is covered by the fund. During this thirty (30) day application period, a loss control visit will be made. During the visit, full loss information will be provided by the city, safety information developed, written recommendations for loss control activities made and, if necessary, additional premiums (up to 50% over the base rate) charged. Subject to above, including compliance with loss control recommendation, the city will be brought into the Plan.

5. Experience Rating

The Pool agrees when applicable to use as a guide the experience rating Plan as prescribed by the Wyatt Feasibility Study and to calculate and furnish each Municipality its

individual experience modification when earned in accordance with the provisions of such experience rating plan.

6. Reinsurance

The Fund shall consider reinsurance of the Fund itself so that the participation of the Municipalities may be on a non-assessable basis beyond the amounts as set forth in this Contract.

7. Cooperation with Loss Control/Recommendations

The Undersigned Municipality agrees that it will cooperate in instituting any and all reasonable safety regulations and/or loss control recommendations that may be recommended for the purpose of eliminating or minimizing hazards that would contribute to liability losses. In the event that the recommendations submitted by the contractor on behalf of the Plan seem unreasonable, the Municipality has a right to appeal to the Board of Trustees (or the Loss Control Committee) and the decision of the Board shall then be final.

8. Liability Coordinator

The Municipality agrees that it will appoint a liability coordinator for the Municipality and that the Plan and its managing contractor shall not be required to contact any other individual except this one person. Any notice to or any agreements with the coordinator shall be binding upon the Municipality. The Municipality reserves the right to change the coordinator from time to time by giving written notice to the Plan and to the contractor.

9. Service Company

“Service Company” shall mean any firm or individual hired for the Plan by the Mississippi Municipal Association to manage the Plan’s day-to-day activities. At this time, Mississippi Municipal Service Co., Inc. is the Plan’s service company.

10. Claims

The Plan, through the service company employed by the Plan, agrees to handle any and all claims after notice has been given, and to provide a defense. They shall carry on all negotiations with the injured claimant or his attorney at the onset and negotiate within authority previously granted by the Plan. If a personal appearance by a municipal employee is necessary, the expense of this appearance will be paid by the Municipality. The service company will retain and supervise legal counsel in behalf of and at the expense of the Plan necessary for the prosecution of any litigation. There will be safety engineering services supplied by the service company to the Municipality to assist them in following a plan of loss control that may result in reduced losses. The service company shall provide all of the services as provided in the service company contract entered into by and between the service company and the Plan on behalf of the Municipality.

11. Plan Experience

Every three months the plan will endeavor to supply to each Municipality a printout involving a statement of claims, claims status, and activity report cumulative for each Plan year. At least annually the Board of Trustees or a Loss Committee shall carefully review, study and consider the actual claims or loss experience (including reserves for future claims payments) of each of the Municipalities, the pro rata savings to the Plan resulting from overall loss experience attributed to each of the Municipality, and the pro rata portion of the cost of all catastrophic loss protection insurance, if any, as well as the pro rata allocation, as determined by the Board of Trustees, of the other and necessary administrative expenses of the Plan, in order to reasonably determine the actual pro rata cost, expense and loss experience of each in order to

maintain as nearly as possible an equitable and reasonable administration of the Plan as applied to each Municipality.

12. Assessments

It is agreed that if the assets of the Plan are at any time insufficient, in the opinion of the Board of Trustees, to enable it to discharge its obligations, including but not necessarily limited to: payment for all due damages and losses; reserves for claims which have occurred and not been reported; expenses due; and reasonable expenses forthcoming, then the Plan shall have the right to assess all Municipalities which have participated in the Plan during any part of the preceding twelve months such total amount as is, in the opinion of the Board of Trustees, required to end the insufficiency and each Municipality shall have the duty to pay its proportionate amount of the total.

Each Municipality's assessment shall be computed by the Board of Trustees and shall have the same ratio to the total assessment amount as the Municipality's earned premium of the Plan during the twelve months preceding the assessment. A Municipality's earned premium shall be the pro rata portion of premiums paid by it for the periods during which its Agreement with the Plan was in effect. Any assessment shall be a legal debt and obligation of the Municipality and shall be due and payable when written notice of the assessment is received. However, the Board of Trustees may allow up to twelve months for payment of any assessment in accordance with such guidelines as it may establish.

13. Withdrawal by Municipality

Withdrawal After Five Year Commitment

Any Municipality may withdraw from the Plan at the end of any anniversary year after the original five year commitment by giving at least sixty (60) days notice in writing to the

Board of its desire to so withdraw. The Member Municipality withdrawing may not withdraw the reserves on any of the claims that are being paid from or reserved by the Plan or will be required to be repaid from the Plan. Unless otherwise agreed to in writing by the Plan, all pending claims against the Municipality will continue to be obligations of the Plan. The Plan shall no longer service any new claim after the withdrawal of the Municipality.

Withdrawal During First Five Years

All Municipalities are obligated to stay in the plan for five years. If the Municipality opts to withdrawal during the first five years the Municipality withdrawing may not withdraw the reserves on any of the claims that are being paid from or reserved by the Plan or will be required to be re-paid from the Plan. Unless otherwise agreed to in writing by the Plan, all pending claims against the Municipality will become obligations of said Municipality with no liability resting against the Plan. The Plan shall no longer service any claim pending after the withdrawal of the Municipality unless in writing the Plan specifically assumes the liability and makes provision to take over the servicing of the claim.

14. Non-Payment of Premium

In the event that the Municipality fails or refuses to make the payments of premiums as herein provided, the Plan reserves the right to terminate such Municipality by giving ten (10) days written notice and to collect any and all premiums that are earned pro-rata for the period preceding contract termination. Any Municipality that is terminated hereunder shall not be entitled to any of the dividends that have not been paid at that time. Any such termination shall be deemed as termination by the Municipality for the purposes of Item 13.

15. Legal Defense and Cooperation

The undersigned Municipality does hereby agree that any suit brought against it shall be defended in the name of the municipality by the counsel selected by the Contractor and/or the Plan Board of Trustees. Full Cooperation shall be extended to supply any information needed or helpful in such defense.

16. Agreement to Abide by the Bylaws

The Municipality agrees to abide by the Bylaws of the Plan as adopted by the Board of Trustees of the Mississippi Municipal Liability Plan.

17. Terminology

It is recognized that the rating structure promulgated by Mississippi Insurance Department or approved by such department is not applicable to this Plan and there is no intention to bestow rating authority over this Plan upon the Mississippi Insurance Department. Any reference at any time in this contract to an insurance term not ordinarily a part of "self-insurance" shall be deemed for convenience only and is not to be construed as being contrary to the Plan concept except where the context clearly indicated no other possible interpretation.

18. Audit

The Plan agrees that all Plan transactions will be annually audited by a certified professional accounting firm.

19. Actuarial Valuation

The Plan will have an actuarial valuation of reserves done each year to audit the adequacy of reserves and premiums.

IN WITNESS WHEREOF, the parties understand and agree to abide by the above clauses, rules, and regulations of the Mississippi Municipal Liability Plan to this _____ day of _____, _____.

Contract Number

MISSISSIPPI MUNICIPAL LIABILITY PLAN

By _____
Plan Representative

Jackson, Mississippi

The Liability Coordinator for the Municipality is:

NAME _____ FOR _____
Municipality/City/Town

TITLE _____

ADDRESS _____

CITY _____ ZIP _____ BY Walter Morrison
Authorized Official

TELEPHONE _____

Mayor
Title