

**MEMORANDUM OF UNDERSTANDING BETWEEN _____ AND
THE MAYOR AND ALDERMEN OF THE CITY OF VICKSBURG**

THIS Memorandum of Understanding (AMOU@) is intended to document the intention of the Mayor and Aldermen of the City of Vicksburg (ACity@) to authorize the release of the electricity, water and gas utilities to the undersigned property owner(s) (“Owner(s)”) at _____, Vicksburg, Warren County, Mississippi, subject to the following understanding:

WHEREAS, Owner(s) herein acknowledge(s) and confirm(s) that the undersigned is/are all Owner(s) of fee simple title in the real property located at _____, Vicksburg, Warren County, Mississippi, and bearing PPIN _____, and;

WHEREAS, in the _____ of 20____ there occurred in Warren County, Mississippi, a riverine flood within the Mississippi River watershed which encompassed the property located at _____, Vicksburg, Warren County, Mississippi, and;

WHEREAS, as a result of the _____ of 20____ flood, the City performed a damage analysis on the above described property and determined that substantial damages of fifty percent

(50%) or greater had occurred at the residence in the riverine flood event of 20____ wherein Owner(s) was/were eligible for benefits pursuant to the National Flood Insurance Act and in accordance with the City ordinance, Owner(s) would have to comply with the ordinance by elevating the structure or removing the structure, and;

WHEREAS, it is the intention of the City pursuant to Chapter 1 of the International Building Code to release the electrical, water and gas utilities to Owner(s) at the above described structure for the sole and only purpose of performing repairs that do not require a building

permit, also referred to as Anon permitted repairs@ as said term is defined in Chapter 1 of the International Building Code, and;

WHEREAS, pursuant to the City Flood Plain Damage Prevention Ordinance, it is agreed by the parties herein that Owner(s), upon release of the utilities as set forth above, can enter upon the property to perform non permitted repairs but Owner(s) cannot, and is/are not authorized by this Memorandum to occupy or allow any other person or persons to occupy the structure described above unless and until the flood hazard at the above described address is mitigated by one of the following events:

1. Participation in a flood buyout program.
2. Elevate the structure to the required height.
3. Remove or relocate the structure to comply with required height.

WHEREAS, in the event Owner(s), before mitigation, shall or does/do occupy or allow others to occupy the structure described above, there will be a citation filed against Owner(s) by the City in Municipal Court pursuant to the City Flood Plain Ordinance and thereafter a request by the City to MEMA/FEMA for a denial of flood insurance for the structure located at _____, Vicksburg, Mississippi, pursuant to the National Flood Insurance Act, Section 1316, and;

WHEREAS, in the event Section 1316 of the National Flood Insurance Act is invoked as to Owner(s) and the property described above, it is acknowledged, understood and agreed that one or more of the following may occur:

1. The property may be difficult or impossible to sell.
2. The market value of the property may fall.
3. The cost of suffering flood damage without insurance may be too great a risk for the property owner(s).

4. Lending institutions holding the property=s mortgage may threaten to foreclose.
5. Any permanent reconstruction will be denied disaster relief.
6. The Owner(s) will be ineligible for any insurance claim or disaster relief.

WHEREAS, if the Owner(s) does/do not occupy the property but allows others to occupy the structure, Owner(s) hereby agree(s) and is/are required to disclose to the person(s) occupying the structure that said structure is in the Flood Plain and susceptible to flooding.

WHEREAS, the Owner(s) herein is/are required and does/do agree to give immediate notice of this MOU to any current or future tenant and to the Director of Inspection.

WHEREAS, this MOU incorporates the entire understanding and agreement between the City and Owner(s) and supersedes all prior understandings and agreements between the parties, whether oral or written, with respect to the subject matter hereof and is not binding on any future City Administration as it relates to the Flood Plain Management Ordinance.

SO ENTERED, UNDERSTOOD and AGREED this, the ____ day of ____ 20____.

CITY OF VICKSBURG

OWNERS:

BY: name of attorney

