

**Minute Book 32**

**July 20, 2021**

**BOARD MEETING**

**OF THE**

**MAYOR**

**AND**

**BOARD OF ALDERMEN**

**OF THE**

**TOWN OF TUNICA, MISSISSIPPI**

**OFFICERS:**

**Mayor Andrew T. Dulaney**

**Alderman Lee B. Turner**

**Alderman Valerie Hartsfield**

**Alderman Rebecca P. Fyfe**

**Alderman Adam Fullilove**

**Alderman Daniel M. Pierce**

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**Town Attorney Richard W. Ryals, II**

**Town Clerk Kate Scott Pennock**

**Assistant Chief of Police Kevin Hatton**

**Town Chaplain Danny Smith**

**REGULAR THIRD TUESDAY JULY, 2021, MEETING  
OF THE MAYOR AND BOARD OF ALDERMEN**

**BE IT REMEMBERED**, that Tuesday, July 20, 2021, being the third Tuesday of said month and the day fixed by Board order for holding the second monthly meeting, said meeting was held in the Boardroom in the Municipal Complex at 909 River Road in the Town of Tunica, Mississippi, beginning at 3:00 p.m. with the following present or absent as indicated below:

Mayor Andrew T. Dulaney	Present
Alderman Lee B. Turner	Present
Alderman Valerie Hartsfield	Present
*Alderman Rebecca P. Fyfe	Present
Alderman Adam Fullilove	Present
Alderman Daniel M. Pierce	Present
Town Clerk Kate Scott Pennock	Present
Town Attorney Richard W. Ryals, II	Present
Assistant Police Chief Kevin Hatton	Present
Operations Manager Thomas J. Robinson, III	Present
Town Chaplain Danny Smith	Absent
*Via telephone.	

Others in attendance are listed on the attendance sheet.

**APPENDIX A – ATTENDANCE SHEET**

Mayor Dulaney called the meeting to order and led in the pledge of allegiance. Alderman Pierce led in prayer.

The Board considered the minutes from the meeting held on July 6, 2021. A copy was previously emailed to each Alderman. Alderman Pierce moved to approve the minutes as provided to the Board. Alderman Hartsfield seconded the motion. Thereupon, the matter was put to a vote and the same having received the unanimous affirmative vote of all Aldermen present, the Mayor declared the same carried and adopted.

**REPORTS:**

- **Planning Commission** – It was reported by Mayor Dulaney that the Planning Commission held its initial meeting for this term of office on July 15, 2021. Mr. Barber was present at the Planning Commission’s meeting. Mr. Barber gave the Planning Commission members an overview of what their responsibilities are and provided them with general information. It is anticipated that the Planning Commission will make a recommendation to the Mayor and Board of Aldermen on car lots, bail bondsman offices and short term rentals in the near future.
- **Police Report:** Police Chief Hatton reported for the Police Department.
- **Public Works:** Thomas Robinson and Kelvin Cooke reported on public works and other operations. In addition to the general update, Mr. Robinson advised on a possible line 6 inch line extension for a new facility on US Highway 61 south of Town. Also, Mr. Cooke and his crew were thanked for the work around the Post Office building to remove trees, etc. in order that the area can be planted.
- **Tunica Mainstreet:** Laura Withers reported for Tunica Mainstreet.
- **Code Report:** David Graves reported on code enforcement.

Mayor Dulaney reported for citizen, Jack Graves. Mr. Graves has expressed a concern over the Town’s roads. Mr. Dulaney updated Mr. Graves on the work underway to have

the Town’s engineer prepare a list of recommendations so that the streets can be prioritized and repaired as funding is available. Mr. Robinson is meeting with the engineer on July 23, 2021, for the initial assessment.

Representatives for the Tunica Airport Commission, Bruce Williams, Marie Warner, and Murry McClintock presented a budget request of \$48,000.00 for FY 2022. They also requested an additional \$10,000.00 for FY 2021. Mayor Dulaney thanked each of them for their hard work and dedication to keep the Airport operational through the Covid closures. Mayor Dulaney advised the Airport representatives that their request will be taken under advisement. The Board will be working on the budget over the course of the next couple of months.

Granville Sherman, with North Delta Planning & Development District, updated the Mayor and Board on upcoming grant opportunities. Mayor Dulaney thanked Mr. Sherman and advised him of several projects that the Board is interested in, including funding to address water and sewer infrastructure needs, several road repair projects, several drainage/stormwater runoff projects and some recreational projects. As the Town engineer is able to put these in a better format and quantify the projects, Mayor Dulaney will be in touch with Mr. Sherman so that Mr. Sherman can work with the Mayor and Board on funding for these important projects.

The Mayor and Board of Aldermen of the Town of Tunica next considered and discussed appointment of Ward 1 and Ward 5 Planning Commission members for the Town of Tunica. It was noted that a reference in the ordinance indicates that members of the Planning Commission should be residents of the Town. It is not clear. After a discussion, Alderman Pierce moved that the following individuals be appointed to the Planning Commission:

<u>Position:</u>	<u>Name:</u>
Ward 1 (Lee B. Turner)	Pat Earnheart
Ward 5 (Daniel M. Pierce)	Sami Jo Baird

Alderman Turner seconded the motion to appoint the above individuals as members of the Town of Tunica Planning Commission. Thereupon, the matter was put to a vote and the same having received the unanimous affirmative vote of all Aldermen present, the Mayor declared the same carried and adopted.

Mayor Dulaney reported to the Board that the property declared surplus during the last meeting was sold for \$50.00. This was the 8 plus year old computer that Mayor Cariker used. Mayor Dulaney offered the computer to New Horizon who handles the Town’s computer needs and issues. He was advised that the computer had no value. Mr. Sosebee paid \$50.00. The proceeds of the sale were deposited into the General Fund.

Mayor Dulaney advised the Board that requested repairs to the Post Office Building are in progress. The post office has granted an extension for the repairs to be made as getting the new windows in is taking longer than initially anticipated.

The Board discussed and considered investment of surplus funds. Mayor Dulaney suggested requesting rate proposals for a 12 month and a 90-day certificates of deposit from the Town’s local depositories. The Town is authorized to cause funds which are not needed for immediate Town purposes to be invested. Section 21-33-323 authorizes this. Mr. Dulaney recommended that funds be invested on a routine basis so that eventually, the Town will have a certificate of deposit mature about every 3 months which will have about one-quarter of the Town’s surplus funds included in it. Alderman Pierce moved that Andrew Dulaney and Kathryn C. Pennock, Mayor and Clerk

respectively, be authorized and directed to solicit rate proposals on an ongoing basis from each of the Town's qualified depositories in a form that they deem appropriate in order to obtain the best rate for the Town's surplus funds with investments to be made over a course of months until the Town basically has four 12 month certificate of deposits with one maturing approximately every 3 months. Mayor Dulaney and Clerk Pennock are authorized to accept and invest the funds as deemed in the best interest of Town. The initial investment will be a 12 month CD for \$375,000 and a 90 day CD for \$625,000. In 90 days, the \$625,000 will be invested - \$375,000 for 12 months and the balance for 90 days, etc. As part of this, Andrew Dulaney and Kathryn C. Pennock are authorized to sign such account forms/resolutions, etc. with Planters Bank & Trust, Citizens Bank & Trust and First Security Bank to make such investments in the certificate of deposits. Alderman Turner seconded the motion. Thereupon, the matter was put to a vote and the same having received the unanimous affirmative vote of all Aldermen present, the Mayor declared the same carried and adopted.

The Mayor and Board next discussed and considered adopting a policy for handling monthly claims. The policy includes invoices should be turned in to the Purchasing Clerk within 48 hours of purchase and must have a PO issued prior to the purchase. The policy also establishes a cutoff date for claims. Any claim received prior to the 25<sup>th</sup> of the month will be processed, if possible, and presented to the Board for payment at the Board meeting held the first Tuesday of the then upcoming month. Any claims received after the 25<sup>th</sup> day of the month will be carried over and processed for payment the following month. Alderman Turner moved to adopt and approve the policy for handling monthly claims as presented. Alderman Hartsfield seconded the motion to adopt the policy for handling monthly claims. Thereupon, the matter was put to a vote and the same having received the unanimous affirmative vote of all Aldermen present, the Mayor declared the same carried and adopted. This policy shall be effective August 1 and applicable for the September claims docket.

#### **APPENDIX B – POLICY FOR HANDLING CLAIMS**

The Mayor and Board discussed and considered the purchase of a second garbage truck. It will be used as a back up when the main garbage truck is in the shop for repairs and for holiday schedules. Based on current information, Mayor Dulaney advised that he felt a used garbage truck could be acquired for less than \$40,000.00. After the discussion, Alderman Pierce moved that the Mayor and Board approve the purchase of a second garbage truck, at a cost not to exceed \$40,000.00, and understanding the public purchasing laws of the State of Mississippi are complied with. Alderman Fullilove seconded the motion to purchase a second garbage truck. Thereupon, the matter was put to a vote and the same having received the unanimous affirmative vote of all Aldermen present, the Mayor declared the same carried and adopted.

The Board considered and discussed approving and adopting the rental agreement and fees for the Multipurpose Facility (VFW/Lions Club Building) and Marketplace. The Board discussed venue access from 8:00 a.m. to 12:00 a.m. on the event date for the purpose of hosting the described event. Early access to the venue prior to said time is subject to the discretion of the Town of Tunica. Alderman Pierce moved to adopt and approve the rental agreement with the venue access ending at 12:00 a.m. the day of the event. Alderman Fyfe seconded the motion to adopt and approve the rental agreement for the Multipurpose Facility and Marketplace. Thereupon, the matter was put to a vote and the same having received the unanimous affirmative vote of all Aldermen present, the Mayor declared the same carried and adopted.

#### **APPENDIX C – RENTAL AGREEMENT**

The Mayor and Board next considered approving the rental agreement for the use of Rivergate Park for a Mission Event to be held on July 25-29, 2021. A copy of the Church's liability insurance was provided with the signed application. Alderman Turner moved to approve the rental agreement for the use of Rivergate Park for the Mission Event. Alderman Hartsfield seconded the motion to approve the rental agreement for the use of Rivergate Park. Thereupon, the matter was put to a vote and the same having received the unanimous affirmative vote of all Aldermen present, the Mayor declared the same carried and adopted.

#### **APPENDIX D – RIVERGATE PARK RENTAL AGREEMENT**

The Mayor and Board of Aldermen next considered holding an Executive Session, as authorized pursuant to Section 25-41-7, Mississippi Code of 1972, as amended. Alderman Pierce moved that a closed determination be held to discuss whether an executive session is needed to be held and is appropriate. Alderman Hartsfield seconded the motion. Thereupon, the matter was put to a vote with the results as follows: Alderman Turner, yea; Alderman Hartsfield, yea; Alderman Fyfe, yea; Alderman Fullilove, yea; and Alderman Pierce, yea. The matter having received the majority affirmative vote of the Board of Aldermen of the Town of Tunica, the Mayor declared the motion carried and the Mayor and Board held a closed determination on the issue of whether an executive session is necessary. Mayor Dulaney stated that the purpose for holding the executive session would be to discuss personnel matters which includes hiring a specific individual for sanitation department (the "Executive Session Matter").

Based on this, Alderman Pierce moved that the Mayor and Board of Aldermen hold an executive session to discuss, consider and act on the Executive Session Matter. Alderman Hartsfield seconded the motion. The matter was put to a vote with the result as follows: Alderman Turner, yea; Alderman Hartsfield, yea; Alderman Fyfe, yea; Alderman Fullilove, yea; and Alderman Pierce, yea. The matter having received the majority affirmative vote of the Board of Aldermen of Tunica, the Mayor declared the same carried and the Board entered executive session to consider the Executive Session Matters. Present during the executive session were the Mayor, all members of the Board of Aldermen, Town Clerk Pennock, and Town Attorney Ryals.

During the executive session, the Executive Session Matter was discussed. The following action was taken:

Alderman Hartsfield moved to approve hiring Dennis Waters for the Sanitation Department at \$10.00 per hour with a 90 day probationary period. Alderman Pierce seconded the motion to hire Dennis Waters for the Sanitation Department. The matter was put to a vote with the result as follows: Alderman Turner, yea; Alderman Hartsfield, yea; Alderman Fyfe, yea; Alderman Fullilove, yea; and Alderman Pierce, yea. The matter having received the majority affirmative vote of the Board of Aldermen of Tunica, the Mayor declared the same carried and Mr. Waters was hired.

Following the discussion, Alderman Turner moved to leave executive session. Alderman Pierce seconded the motion. The matter was put to a vote with the result follows: Alderman Turner, yea; Alderman Hartsfield, yea; Alderman Fyfe, yea; Alderman Fullilove, yea; and Alderman Pierce, yea. The matter having received the majority affirmative vote of the Board of Aldermen of Tunica, the Mayor declared the same carried and the Board ended the executive session and returned to open meeting. Mayor Dulaney announced the action that was taken during executive session.

With no other business, Alderman Hartsfield moved to adjourn the meeting. Alderman Pierce seconded the motion. Thereupon, the matter was put to a vote and the same having

received the unanimous affirmative vote of all Aldermen present, the Mayor declared the same carried and adopted, and the meeting adjourned at 4:09 p.m. this 20<sup>th</sup> day of July 2021.

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Andrew T. Dulaney, Mayor

ATTEST:

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Kate Scott Pennock, Town Clerk

**APPENDIX A – ATTENDANCE SHEET**

**APPENDIX B – POLICY FOR HANDLING CLAIMS**

**APPENDIX C – RENTAL AGREEMENT**

**APPENDIX D – RIVERGATE PARK RENTAL AGREEMENT**

**BOARD MEETING  
ATTENDANCE SCHEDULE  
3:00 P. M.  
JULY 20, 2021**

NAME	EMAIL/ORGANIZATION
1. <u>Martha Chue</u>	<u></u>
2. <u>Granville Sherman</u>	<u>NDPAD</u>
3. <u>Mary Warner</u>	<u>Tunica Airport</u>
4. <u>Bruce Williams</u>	<u>Tunica Airport</u>
5. <u>Murry McClintock</u>	<u>Tunica Airport</u>
6. <u>Wm Withers</u>	<u>Tunica Main St.</u>
7. <u>DAVID GRAVES</u>	<u>CODE</u>
8. <u></u>	<u></u>
9. <u></u>	<u></u>
10. <u></u>	<u></u>
11. <u></u>	<u></u>
12. <u></u>	<u></u>
13. <u></u>	<u></u>
14. <u></u>	<u></u>
15. <u></u>	<u></u>
16. <u></u>	<u></u>

## **Policy for Handling Claims**

In order to allow the claims to be processed timely and to allow for review of the claims by the department heads, the following policies are adopted:

1. The 25<sup>th</sup> day of each month is established as the cutoff date for receiving and processing claims. Any claim not received on or before the 25<sup>th</sup> day of the month, will be carried over and processed for payment the following month.
2. All invoices should be turned in to Mary within 48 hours of any purchase so that the claims/invoices can be processed on a continual and ongoing basis.
3. Any PO that is not used within 30 days of its being issued, will be voided unless a specific request is made for the PO to be held open longer.
4. Each department head will review his/her claims and will initial the same.
5. All purchases shall have a PO issued prior to the purchase.
6. All purchased items shall have an inventory sticker attached to it as soon as possible, but not later than 72 hours after receipt of the item by the Town.



# TOWN OF TUNICA

## Event Space Rental Agreement

**Event Venue:** ☐ Tunica Market Place 1352 Kestevan Alley ☐ Multipurpose (Lions/VFW) Building

**Event Date:** \_\_\_\_\_

**Name(s) of Renter:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City, State & ZIP:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Brief Description of Event:** \_\_\_\_\_

**No. of Tables:** \_\_\_\_\_ **No. of Chairs:** \_\_\_\_\_ **No. of Attendee(s):** \_\_\_\_\_

This Agreement is for the rental of the above selected venue by the Town of Tunica to the above-named Renter on the date stated above.

**Now, therefore,** the parties agree to the following terms and conditions:

**1. EVENT:** The Renter agrees to only use the venue for purposes of the above-described event and for no other purpose. The Renter shall not transfer or assign the rental of the venue to any other person and agree to be present at the venue all times during the event. The venue shall not be rented to any person under the age of 21. All minors present at the venue shall be properly chaperoned by a responsible adult over the age of 21 at all times. The Renter shall not leave the venue until all other persons have departed the venue at the conclusion of the event.

**2. VENUE ACCESS:** The Renter shall have access to and use of the venue from 8:00 A.M. to 12:00 A.M. on the event date for the purpose of hosting the above-described event. Early access to the venue prior to said time is subject to the discretion of the Town of Tunica and the availability of the venue.

**2. KEYS:** Keys to the venue shall be available for pick up at Town Hall by the Renter on the last workday immediately preceding the date of rental. All keys must be returned to Town Hall by 5:00 P.M. on the first workday following rental date. Failure to return the keys timely will result in forfeiture of the deposit.

**3. RENT:** The Renter agrees to pay the following rental amounts:

\$250.00 per day or fraction thereof for days when the Event will take place; and  
\$100.00 per day that the facility is leased prior to the event which can be used for setup/decorating.

All rent must be paid in full upon the signing of this Agreement.

**4. RENT OF TABLES AND CHAIRS:** The Renter may rent tables and chairs from the Town of Tunica at the rate of \$2.00 per chair and \$10.00 per table. Rental of chairs and tables is subject to availability. The full rent for tables and chairs must be paid in full upon the signing of this agreement.

**5. DEPOSIT:** The Renter shall tender a deposit to the Town of Tunica in the amount of \$100.00. The deposit must be tendered in full upon the signing of this Agreement.

**6. REMOVAL OF BELONGINGS/CONDITION OF VENUE:** Renter shall remove all personal property, trash, and other items that were not present in the venue when Renter took control of it. Renter will clean the venue and return possession of it in substantially the same condition it was found.

**7. LIABILITY:** Renter will be liable for any physical damages to the venue or any property of the Town of Tunica suffered as a consequence of the actions of Renter or any of Renter's guests while Renter is in control of the venue and shall immediately indemnify the Town of Tunica for the same. Furthermore, the Renter shall indemnify and hold harmless the Town of Tunica against any and all legal actions and claims, including the cost of defense, which may arise from Renter's use of the venue.

**8. RETURN OF SECURITY DEPOSIT:** Upon Renter's completion of his/her obligations set forth above, the Town of Tunica shall return to Renter the security deposit minus any amounts deemed necessary to repair damages inflicted upon the venue or property by Renter and/or Renter's associates, guests, invitees, contractors, and all other persons whatsoever who enter the venue during the rental period, whether or not such persons did so with Renter's knowledge or consent. If the cost to repair any damages is in excess of \$100.00, then Town of Tunica will notify the Renter of the amount(s) due for damages and will provide an itemized list.

**9. PROHIBITED ACTS:** The Renter shall not sell alcohol at the venue or permit others to do so. The Renters shall not allow or permit persons under the age of 21 years to consume alcohol at the venue. The Renter shall not allow or permit any person to illegally use any controlled drug or substance at the venue. The Renter shall not remove from the venue or alter any property of the Town of Tunica. The Renter shall not place nails, pins or other objects onto the walls of the venue or suspend anything from the ceiling of the venue. Renter shall not permit noise or crowds at the venue to rise to the level that they cause a nuisance to neighboring properties. Renter shall not allow automobiles of guests to be parked upon the grass yard of the venue or prohibited areas.

**10. DEFAULT:** In the event Renter breaches any obligation under this agreement, the Town of Tunica may terminate its rental of the venue, immediately evict and remove the Renter and/or take immediate possession of the venue. In the event that Renter fails to pay any amount due under this agreement, interest shall accrue upon the unpaid balance at the rate of 8% per year until it is paid. Renter shall also be liable for any legal fees, court costs, and other expenses associated with collection.

**11. DISPUTES:** Any disputes arising under this contract shall be adjudicated in the Justice Court or Circuit Court of Tunica County, Mississippi.

This Agreement is not binding until signed by all parties:

**Town of Tunica**

**Renter**

By: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Rivergate Park/Other Public Properties  
Downtown Tunica, MS**

NAME: Daniel L Smith / First Baptist Church DATE: 7-19-2021

ADDRESS: PO Box 785 CITY, STATE, ZIP: Tunica MS 38676

PHONE (CELL): 901-268-6103 (WORK or HOME):

TYPE OF EVENT: COMMUNITY VACATION BIBLE SCHOOL - ALL AGES 3yo+

IS YOUR EVENT OPEN TO THE PUBLIC? YES OR NO (circle)

ESTIMATED NUMBER OF PARTICIPANTS/INDIVIDUALS ATTENDING YOUR EVENT: 75

DATE OF EVENT: July 26-29 TIME: 9:30-1:00  
July 29 4:30-9:00  
(Must include time for setup/cleanup)

I, the undersigned, make application and apply for a permit to use Rivergate Park for the date/time/purpose indicated above. I hereby accept full and complete responsibility for the care and protection of Rivergate Park and/or other public properties in downtown Tunica. If property appears to be damaged, a report must be immediately submitted to the Tunica Police Department (662) 363-2400. The sale of any type of food and/or alcoholic beverages is strictly prohibited. Use of alcoholic beverages is strictly prohibited. The possession or use of drugs or narcotics of any kind is strictly prohibited. Events on Town of Tunica property must be chaperoned by a responsible adult. Upon departure, all trash, debris, and other items will be removed, and property will be restored to original state. All events shall end before 9:00 p.m. All Town of Tunica ordinances will be followed and complied with. Any items not removed at the end of the event will be disposed of by the Town of Tunica.

I certify that I have general liability insurance which serve to protect the Town. Evidence of such insurance is attached hereto. I agree to indemnify and hold the Town of Tunica, its elected officials, officers and employees harmless from any and all claims which arise as a result of my event. I will consult with Chief of Police of the Town of Tunica in order to determine what level, if any, of private security needs to be provided.

**\*\*The Town of Tunica shall not be liable for any injury to persons or loss or damage of group or individual property which occurs during the use of Rivergate Park or other public properties.**

SIGNED: [Signature] DATE: 7-19-2021

This application is approved. A copy of this signed agreement shall be deemed your permit to use Rivergate Park as indicated above.  
TOT EMPLOYEE - INITIALS: [Signature] DATE: 7/20/2021



# CHURCH MUTUAL INSURANCE COMPANY

3000 Schuster Lane, P.O. Box 357, Merrill, WI 54452

## COMMON POLICY DECLARATIONS PAGE

POLICY NO.: 0178173-02-166474

**ITEM 1. NAMED INSURED AND ADDRESS:**

FIRST BAPTIST CHURCH OF TUNICA  
1005 MAIN ST  
TUNICA MS 38676-9187

**ITEM 2. POLICY PERIOD: FROM 12/22/18 TO 12/22/21**

12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

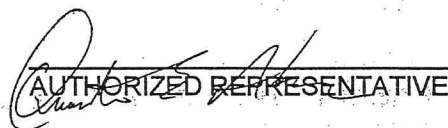
0178173-02-851090

(RENEWAL OF)

**ITEM 3. THE NAMED INSURED IS: RELIGIOUS INSTITUTION**

**ITEM 4. AGENT: 11-148**

QUENTIN E. ADAMS  
3000 SCHUSTER LANE  
MERRILL WI 54452  
(800) 554-2642

  
AUTHORIZED REPRESENTATIVE

11/08/18  
COUNTERSIGNATURE DATE

**ITEM 5. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS:**

**FORMS AND ENDORSEMENTS WHICH APPLY TO THIS ENTIRE POLICY:**

A 050(01-98)	MUTUAL AND COMMON POLICY CONDITIONS
A 051(06-87)	CALCULATION OF PREMIUM
A 9009(01-15)	CONDITIONAL EXCLUSION OF TERRORISM
A 905(12-89)	MISSISSIPPI PUNATIVE OR EXEMPLARY DAMAGES
A 925(08-06)	MISSISSIPPI CHANGES - CANCELLATION & NONRENEWAL
UN 720(01-15)	NOTICE - DISCLOSURE OF TERRORISM PREMIUM

**PROPERTY COVERAGE PART AND ITS FORMS AND ENDORSEMENTS:**

A 100(01-01)	PROPERTY CONDITIONS
A 1001(01-08)	IDENTITY RECOVERY COVERAGE FORM
A 1009.1(06-09)	WATER EXCLUSION ENDORSEMENT
A 101(04-06)	BUILDING AND PERSONAL PROPERTY COVERAGE - RELIGIOUS
A 1017(06-16)	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
A 1024(08-17)	INSTITUTIONAL INCOME AND EXTRA EXPENSE CHANGES
A 127(04-06)	CAUSES OF LOSS - SPECIAL FORM
A 154(10-99)	SYSTEMS/EQUIPMENT BREAKDOWN COVERAGE FORM
A 925.1(11-06)	MISSISSIPPI CHANGES
A 945.2(01-15)	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

**GENERAL LIABILITY COVERAGE PART AND ITS FORMS AND ENDORSEMENTS:**

A 052(06-87)	NUCLEAR ENERGY LIABILITY EXCLUSION - BROAD FORM
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**GENERAL LIABILITY COVERAGE PART AND ITS FORMS AND ENDORSEMENTS:**

A 200(01-04)	GENERAL LIABILITY COVERAGE PART - OCCURRENCE BASIS
A 200.1(12-06)	AMENDATORY ENDORSEMENT - PERSONAL INJURY
A 200.2(01-17)	BODILY INJURY DEFINITION
A 200.4(07-17)	EXCLUSION - ASBESTOS
A 2012(12-07)	CORPORATE ENTITY ENDORSEMENT
A 2013(12-07)	MEDICAL EXPENSE AMENDMENT
A 202(01-04)	GENERAL LIABILITY ADDITIONAL PROVISIONS - RELIGIOUS
A 2040(10-16)	CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE FORM
A 2042(10-16)	ADDITIONAL INSURED - CLERGY FOR RELIGIOUS INSTITUTION
A 2049(10-16)	EXCLUSION - CYBER LIABILITY
A 251(09-94)	EXCLUSION - LEAD LIABILITY
A 253(01-17)	LEGAL DEFENSE COVERAGE FORM
A 253.1(08-17)	LEGAL DEFENSE RELIGIOUS FREEDOM PROTECTOR ENDORSEMENT
A 254(05-08)	AMEND OF INSURING AGREEMENT - KNOWN INJURY OR DAMAGE
A 255(01-04)	CATASTROPHIC VIOLENCE RESPONSE COVERAGE
A 262(09-17)	SEXUAL MISCONDUCT OR SEXUAL MOLESTATION LIAB AND MED EXP COVERAGE
A 268(05-03)	WAR LIABILITY EXCLUSION
A 9006(01-15)	EXCL OF PUN DAMAGES RELATED TO A CERT ACT OF TERROR
A 945.3(01-15)	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

**CRIME COVERAGE PART AND ITS FORMS AND ENDORSEMENTS:**

A 300(06-87)	CRIME CONDITIONS FORM
A 302(05-89)	CHURCH THEFT OF MONEY AND SECURITIES COVERAGE FORM
A 309(06-87)	BLANKET BOND COVERAGE FORM
A 371(11-06)	MISSISSIPPI CHANGES

**PROFESSIONAL LIABILITY COVERAGE PART AND ITS FORMS AND ENDORSEMENTS:**

A 500(01-04)	COUNSELING PROFESSIONAL LIABILITY COVERAGE-OCCURRENCE
A 501.7(08-16)	EXCLUSION-FINANCIAL COUNSELING
A 505(01-17)	DIRECTORS, OFFICERS AND TRUSTEES LIABILITY COVERAGE FORM
A 530(01-17)	AFFILIATED ENTITY DISPUTE LEGAL DEFENSE COVERAGE ENDORSEMENT
A 534(12-07)	CORPORATE ENTITY ENDORSEMENT
A 9006(01-15)	EXCL OF PUN DAMAGES RELATED TO A CERT ACT OF TERROR
A 945.3(01-15)	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

**HIRED AND NONOWNED AUTOMOBILE LIABILITY COVERAGE PART AND ITS FORMS AND ENDORSEMENTS:**

A 600(01-04)	HIRED AND NONOWNED AUTO LIAB - RELIGIOUS INSTITUTION
A 602(06-00)	MEDICAL EXPENSE COVERAGE
A 602.1(12-07)	MEDICAL EXPENSE AMENDMENT
A 605(06-17)	RENTAL AUTOMOBILE CONTRACTUAL LIABILITY ENDORSEMENT
A 606(12-07)	CORPORATE ENTITY ENDORSEMENT
A 9006(01-15)	EXCL OF PUN DAMAGES RELATED TO A CERT ACT OF TERROR
A 945.3(01-15)	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM



**GENERAL LIABILITY COVERAGE PART  
DECLARATIONS PAGE**

**POLICY NO.:** 0178173-02-166474

**ITEM 1. LIMITS OF INSURANCE:**

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS - COMPLETED OPERATIONS AND SEXUAL MISCONDUCT OR SEXUAL MOLESTATION)	\$ 3,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 1,000,000
EACH OCCURRENCE LIMIT (BODILY INJURY AND PROPERTY DAMAGE COMBINED)	\$ 1,000,000
PERSONAL AND ADVERTISING INJURY LIMIT (COMBINED)	\$ 1,000,000
MEDICAL EXPENSE LIMIT - ANY ONE PERSON (OTHER THAN SEXUAL MISCONDUCT OR SEXUAL MOLESTATION)	\$ 10,000
PROPERTY DAMAGE LEGAL LIABILITY - ANY ONE OCCURRENCE	\$ 1,000,000
SEXUAL MISCONDUCT OR SEXUAL MOLESTATION LIMIT (COMBINED) - ALL LOCATIONS AND OPERATIONS	
EACH CLAIM LIMIT	\$ 300,000
AGGREGATE LIMIT	\$ 300,000
SEXUAL MISCONDUCT OR SEXUAL MOLESTATION MEDICAL EXPENSE LIMIT	
ANY ONE PERSON	\$ 10,000
AGGREGATE LIMIT	\$ 50,000
LEGAL DEFENSE COVERAGE LIMIT	
EACH DEFENSIBLE INCIDENT LIMIT	\$ 5,000
AGGREGATE LIMIT	\$ 15,000
CATASTROPHIC VIOLENCE RESPONSE	
PER PERSON LIMIT	\$ 50,000
EACH VIOLENT INCIDENT LIMIT	\$ 300,000
VIOLENT INCIDENT AGGREGATE LIMIT	\$ 300,000

**ITEM 2. DESCRIPTION AND CLASSIFICATION OF PREMISES AND OPERATIONS:**

ALL PREMISES AND OPERATIONS UNLESS EXCLUDED IN ITEM 3 BELOW.

NONE

**ITEM 3. EXCLUSION ENDORSEMENTS:**

NONE





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/19/2021

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

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

**PRODUCER**  
ABSOLUTE INSURANCE AGENCY, LLC.  
439 OLD TROLLEY ROAD  
SUMMERVILLE, SC 29485

**CONTACT NAME:** VERNON LACEY  
**PHONE (A/C, No, Ext):** 843-486-2478 **FAX (A/C, No):** 877-599-1228  
**E-MAIL ADDRESS:** VERN@ABSOLUTEINSURANCEAIA.COM

**INSURED**  
RIDE TRAINS FOR FUN OF SOUTH CAROLINA 501(c)  
452 EDGEWOOD DR  
CLINTON, SC 29325

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	WESTERN WORLD INSURANCE COMPANY	13196
INSURER B:	UNITED STATES FIRE INSURANCE COMPANY	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

## COVERAGES

**CERTIFICATE NUMBER:** 001

**REVISION NUMBER:** 001

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			NPP8545761	12/01/2020	12/01/2021	EACH OCCURRENCE	\$ 1,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000.00
							PERSONAL & ADV INJURY	\$ 1,000,000.00
							GENERAL AGGREGATE	\$ 2,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000.00
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	ACCIDENT COVERAGE			H-GA26932-002	12/01/2020	12/01/2021	URC/10,000.00 MAX.	

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

BLANKET ADDITIONAL INSURED VIA ENDORSEMENT WW433 ON GEN, LIB. POLICY

## CERTIFICATE HOLDER

Town of Tunica  
909 River Road  
P. O. Box 395  
Tunica, MS 38676

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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