

Minute Book 32

March 22, 2022

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

Town Attorney Richard W. Ryals, II

Town Clerk Kate Scott Pennock

Chief of Police Kevin Hatton

Town Chaplain Danny Smith

REGULAR THIRD [FOURTH] TUESDAY MARCH 2022, MEETING
OF THE MAYOR AND BOARD OF ALDERMEN

BE IT REMEMBERED that Tuesday, March 22, 2022, being the fourth 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
Police Chief Kevin Hatton	Present
Operations Manager Thomas J. Robinson, III	Present
Town Chaplain Danny Smith	Present
*Via telephone.	

Others in attendance are listed on the attendance sheet.

APPENDIX A – ATTENDANCE SHEET

It was noted that pursuant to unanimous agreement of the Board of Aldermen at the Board's March 1, 2022, meeting, the Board moved this second monthly meeting back one week. This was noted in the March 1, 2022, meeting minutes and notice of such change was posted and given to all interested parties.

Mayor Dulaney called the meeting to order and led in the pledge of allegiance. Chaplain Smith led in prayer.

The Board considered the minutes from the March 1 & March 7, 2022, meetings. Alderman Pierce moved to approve the minutes as written and previously 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:

- **Police Report:** Chief Hatton reported for the Police Department. Chief Hatton provided a report outlining the various activities for the Police Department over the last several weeks. He also informed the Board that Senatobia Police Department will be purchasing new tasers and donating the existing tasers, chargers, and holsters to the Tunica Police Department. Additionally, Chief Hatton advised that two employees have resigned their positions and that he is actively working to fill these positions. There being no further discussion or any questions for Chief Hatton, Chief Hatton concluded his report.
- **Public Works:** Mr. Robinson and Mr. Griffin reported on public works and other operations. Mr. Robinson reported that the Town Street crew will be striping the streets in several areas using the County's striping machine. Also, the mini excavator has been shipped and is enroute. Mr. Robinson will update an estimated delivery time when he gets more information. Mr. Griffin reported on cleaning up debris along the streets and cleaning out ditches.
There are several additional water leaks that will be addressed over the next couple of weeks. There being no questions concerning operations, the report was concluded.
- **Tunica Main Street:** Ms. Withers briefly updated the Board on Rivergate and Main Street issues. She also announced that the Spring Shopping Social will be held March 31, 2022, and the Independence Day Parade will be held July 1, 2022.
- **Code Enforcement:** David Graves reported on code enforcement issues. A report listing issues addressed was provided to the Board.
- **Community Events:** Mayor Dulaney announced upcoming events held in May: National Day of Prayer-May 5, Animal Vaccination Day-May 7, Peace Officers Memorial Day-May 15 but tentatively May 17 for program, and Memorial Day-May 30.

Under old business, Mayor Dulaney updated the Board on the Mangum Building, The Columns and the Tate Log Cabin. The Mayor has spoken to Tobin Mangum about the progress on the Mangum Building and he is in the process of getting the deeds, insurance, etc. in order. Mayor Dulaney also advised the Board that he has made several attempts to contact Durrett's regarding the progress on the Columns and has received no response. Lastly, individuals for the Tate Log Cabin informed the Mayor that the tree on the property causing concern has been cut down.

Mayor Dulaney advised that the agenda items relating to DRA need to be continued. He had hoped to get the DRA Grant Agreement signed, but DRA has not signed and returned the Grant Agreement yet. Once the Grant Agreement is signed, the Town will be in a position to consider the engineering contract relating to the work/project.

The Board of Aldermen next discussed the purchase of two new cars for the Police Department. Chief Hatton received quotes for the purchase of two 2021 Dodge Charger Pursuits. One is from Kirk Auto World, Inc. in the amount of \$28,500.00 each and one is from Pine Belt Auto Group in

the amount of \$29,420.00 each. Due to production shortage, the difficult in locating any vehicle on state contract and the urgent need the Town has for reliable patrol vehicles, the Mayor and Board deemed this an emergency purchase. After a brief discussion, Alderman Turner moved to approve the emergency purchase of two 2021 Dodge Charger Pursuits from Kirk Auto World, Inc. at \$28,500.00 per vehicle, and that Andrew Dulaney, Mayor, and Kate Scott Pennock, Clerk, be authorized to take such action as is necessary to make said purchase including issuing and signing a check. 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.

APPENDIX B – QUOTES FOR 2021 DODGE CHARGERS

The Board of Aldermen next discussed and considered declaring various property as surplus and authorizing the sale of same. After reviewing the list of various property, Alderman Fullilove moved to approve declaring the various property as surplus and authorizing the sale of same. 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.

APPENDIX C – SURPLUS PROPERTY

The Board of Aldermen next discussed and considered the contract with Omnitrac for the GPS trackers in vehicles. Alderman Pierce moved to approve the contract with Omnitrac, and that Andrew Dulaney, Mayor, or Kate Scott Pennock, Clerk, be authorized to sign the contract. 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.

APPENDIX D – OMNITRACS CONTRACT

The Board of Aldermen next discussed accepting and approving the contract with Advanced Mosquito Control for mosquito and vector control for 2022. Mayor Dulaney advised the Board that bid notices were sent out to Advanced Mosquito Control and North MS Pest Control on February 23, 2022, and March 9, 2022. Only one bid was submitted, and it was by Advanced Mosquito Control. Its proposal was in line with the prior year's services. Additionally, Mayor Dulaney advised that he has personally discussed the service with two other companies, and neither was willing to submit a proposal. Mr. Dulaney discussed the request for proposals with Tri-State Pest Control from Clarksdale and they stated that it is a service which not many companies are licensed to perform. Alderman Turner moved to accept the bid and approve the contract with Advanced Mosquito Control for 2022, and that Andrew Dulaney, Mayor, or Kate Scott Pennock,

be authorized to sign a contract for said services. Alderman Fyfe 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.

APPENDIX E – ADVANCED MOSQUITO CONTROL CONTRACT

The Board of Aldermen next considered and discussed the proposals submitted for lawn spraying in the parks and around town. Thomas Robinson reported that he had received quotes from The Greener Side Chemical & Fertilization Services, LLC, Magnolia State Lawns, and Dustin Green. The proposal from Magnolia State Lawns was the lowest proposal at \$4,500 which includes 5 spraying per year as outlined on the bid form. After discussion, Alderman Pierce moved to accept and approve the contract with Magnolia State Lawns for lawn spraying and weed control as it is the lowest and best proposal received, and that Andrew Dulaney, Mayor, or Kate Scott Pennock, Clerk, be authorized to sign a contract for said services. Alderman Fullilove 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.

APPENDIX F – LAWN SPRAYING & WEED CONTROL QUOTES

The Mayor and Board of Alderman discussed and considered a cut off policy for water and sewer customers. Alderman Hartsfield moved to approve the cut off policy for water and sewer customers as presented. 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.

APPENDIX G – CUT OFF POLICY FOR WATER & SEWER CUSTOMERS

There were no water adjustments for the Board of Alderman to consider. No action was taken.

The Mayor and Board of Alderman next discussed and considered adopting and approving the Interlocal Agreement for Collecting Taxes drafted by Attorney Ryals. Alderman Pierce moved to accept and approve the Interlocal Agreement for Collecting Taxes, and that Andrew Dulaney, Mayor, and Kate Scott Pennock, Clerk, be authorized and approved to execute and deliver the same. Alderman Fullilove 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.

APPENDIX H – INTERLOCAL AGREEMENT FOR COLLECTING TAXES

The Mayor and Board next discussed and considered the following official travel requests:

- Thomas J. Robinson to attend MSRWA 2022 Operator's Expo March 29-30, 2022, in Canton, MS.

Following a discussion of the travel and a finding that the best interest of the Town will be served and benefited from the educational opportunities afforded to the those traveling, Alderman Hartsfield moved that the reference travel request be approved. And, to the extent requested, a travel advance shall be made as authorized by law. 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.

With there being no other business, Alderman Hartsfield moved to adjourn the meeting. 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, and the meeting adjourned this 22nd day of March 2022.

Andrew T. Dulaney, Mayor

ATTEST:

Kate Scott Pennock, Town Clerk

APPENDIX A – ATTENDANCE SHEET
APPENDIX B – QUOTES FOR 2021 DODGE CHARGERS
APPENDIX C – SUPRLUS PROPERTY
APPENDIX D – OMNITRACS CONTRACT
APPENDIX E – ADVANCED MOSQUITO CONTROL CONTRACT
APPENDIX F – QUOTES FOR LAWN SPRAYING & WEED CONTROL
APPENDIX G – CUT OFF POLICY FOR WATER & SEWER CUSTOMERS
APPENDIX H – INTERLOCAL AGREEMENT FOR COLLECTING TAXES

**BOARD MEETING
ATTENDANCE SCHEDULE
3:00 P. M.
MARCH 22, 2022**

NAME	EMAIL/ORGANIZATION
1. <u>Vivian Shelton</u>	<u>CiT</u>
2. <u>Laura Withers</u>	<u>Tunica Main Street</u>
3. <u>Reggie Griffin</u>	
4. <u>J Robinson</u>	
5. <u>David Graves</u>	<u>Code Enforcer</u>
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____
16. _____	_____

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NEW!! 2021 Dodge Charger Pursuit

Factory Options:

Monotone Exterior Paint- Black

HD Police Severe Duty Pkg.

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Air Conditioning w/Dual Zone

6-Way Power Seat

X5/X9 Cloth Bucket Seats w/Vinyl Rear Seat

Black Vinyl Floor Covering

Full Size Spare

W8A 18"Wheel Covers

All Speed Traction Control w/Electronic Stability Control

Brake Assist plus Hill Start Assist plus Rain Brake Support

Daytime Running Lights

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HD Police Severe Duty Pkg.

5.7L V8 HEMI

RWD POWERTRAIN

Speed Control w/Tilt-Telescopic Steering Wheel

Pwr Windows, Locks, Mirrors

Air Conditioning w/Dual Zone

6-Way Power Seat

Cloth Bucket Seats w/Vinyl Rear Seat

Black Vinyl Floor Covering

Full Size Spare

18" Wheel Covers

All Speed Traction Control w/Electronic Stability Control

Brake Assist plus Hill Start Assist plus Rain Brake Support

Daytime Running Lights

Keyless Go w/Keyless Remote Entry

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662-360-8590

rbearden@pinebeltmotors.com

VEHICLES TO DECLARE SURPLUS

<u>TRUCK # / ITEM</u>	<u>VIN</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>DESCRIPTION/PROBLEMS</u>
6	1HTMMAANX9H141861	INTERNATIONAL	4300	2009	OLD GARBAGE TRUCK
24	2GCEC19T0Y1338952	CHEVEROLET	1500 5.3L	2000	BLOWN MOTOR
2	1GCGC24U712187569	CHEVEROLET	2500 6.0L	2002	BAD INTAKE CONSTANT REPAIRS/GPS PROBLEMS/COMP
3	1FTNW21L04ED20940	FORD	F-250 5.4L	2004	BAD FRONT END
38	1FTSW20538EA79161	FORD	F-250 5.4L	2008	RATTLING MOTOR
FORKLIFT					BAD MOTOR/GPS PROBLEMS/COMP
GARBAGE					ONLY PACKER BED NO TRUCK
OLD GATOR		JOHN DEERE			TORN UP MISSING PARTS
OLD SPRAYER		LONDON FOG			MISSING ENGINE
OLD SPRAYER		LONDON FOG			WON'T RUN
MISC PUMPS					OLD SEWER PUMPS X8
MISC MOTORS					OLD WATER/TRASH PUMPS X2
SMOKE MACH		HONDA			CRANKS BUT DIES
CONCRETE SAW					BROKEN AXLE
SCRAP METAL					OLD GRATES FROM DOWNTOWN TREES
SCRAP METAL					OLD FORKLIFT
SCRAP METAL					OLD METER BOXES & LIDS

1500 Solana Blvd., Building #6, Suite 6300
 Westlake, TX
 76262

Quote Number: Q-262432
 Quote Date: 03/04/2022
 Quote Valid Through: 06/02/2022
 Client Number: 2056090
 Account Executive: Yzzaura Rios

Bill to:
 Jay Robinson
 Town of Tunica
 P. O. Box 395
 Tunica, MS 38676
 US

Ship to:
 Jay Robinson
 Town of Tunica
 909 River Road
 Tunica, MS 38676
 US

Subscription					
SKU	Product Name	Quantity	Currency	Unit Price / License Metric	Billing Frequency
72100-XX-HW-L-PT	RN Telematics Lease Package	23	USD	22.95/Vehicles	Monthly

Terms and Conditions:

Omnitracs, LLC*

Signature: 

Print Name: Joe Thell

Title: SVP, Sales

Date (the "Pricing Schedule Date"): 3/23/2022

Town of Tunica*

Signature: 

Print Name: Andrew T. Dulaney

Title: Mayor

Date: 3/23/2022

If signed electronically, the Pricing Schedule Date is the date of our electronic signature and the signature box does not need to be filled out. If not signed electronically, please return the signed Pricing Schedule to Omnitracs via email to contracts@omnitracs.com.

ROADNET TELEMATICS DEVICE, WIRELESS SERVICES, AND SOFTWARE AS A SERVICE SCHEDULE (BUNDLED)

GENERAL INFORMATION

Customer: Town of Tunica	Initial Term: 24 Months from Schedule Date
"Terminal Commitment": See Pricing Schedule Q-262432	Schedule Date (completed by us)*: 3/23/2022
Delivery Schedule: 1 month(s) from Schedule Date	

This Roadnet Telematics Device, Wireless Services, and Software as a Service Schedule (the "**Schedule**") is made and entered into as of the above "**Schedule Date**" by and between Omnitracs, LLC fulfilled through its wholly-owned subsidiary Roadnet Technologies, Inc. ("**Omnitracs**", "**Roadnet**", "**we**", "**our**" or "**us**") and the Customer named above ("**Customer**", "**you**", or "**your**"). The above "**Initial Term**" will be automatically extended on a year-to-year basis (each, an "**Extended Term**") unless terminated by either party through written notice to the other party no less than 90 days prior to the end of the then-current Initial Term or Extended Term. The Initial Term and any Extended Terms taken together shall be referred to as the "**Term**." Our offer as described in the Contract is valid until the Quote Valid Through date stated on the initial Pricing Schedule. Thereafter, this offer is null and void, unless otherwise accepted in writing by us. This Schedule is governed by the terms and conditions of the Master Contract for Equipment Software and Services (the "**Master Contract**") executed between the parties and all capitalized terms not defined herein shall have the meaning provided in such Master Contract.

1. DEFINITIONS.

- 1.1. "**Business Hours**" are maintained and accessible to you in our Support Guide, which we will make available upon your request.
- 1.2. "**Data**" means the message or Application content, position information, and vehicle diagnostic data generated by your use of the Service, excluding Mapping Data. You are responsible for the accuracy of any Data and information that you and your Users provide for use in conjunction with the Services.
- 1.3. "**Equipment**" means the Terminal, including embedded software and databases ("**Firmware**") and other ancillaries made available by us.
- 1.4. "**Pricing Schedule(s)**" means the document(s) (in paper or electronic form) made available by us, and submitted by you, describing the type, initial quantity and delivery schedule, price, payment and/or other terms associated with the Equipment. The terms of the Pricing Schedule are incorporated as part of this Contract.
- 1.5. "**Service**" means the services provided under each Service Plan, and Applications that you elect to use.
- 1.6. "**Mapping Data**" means the third party geo-mapping data, if any, made available to you as part of the Services, and any modifications to such data made by us or our licensors or representatives hereunder.
- 1.7. "**Terminal**" means the Roadnet Telematics device and any associated Firmware.
- 1.8. "**User**" means, with respect to each Service and related Other Services, any of your employees whom you expressly authorizes access to and use of the Services and Other Services and to whom we issue a user ID and password. You are responsible for ensuring that all Users comply with the terms and conditions of the Contract.

2. EQUIPMENT.

- 2.1. Orders. You may place additional orders for Equipment so long as it is commercially available.
- 2.2. Deliveries. All deliveries to you will be made FOB our facility or our manufacturer's facility (the "**Shipment Point**"), to be picked up by you on the requested date (the "**Shipment Date**"). We will use reasonable efforts to meet the requested Shipment Date and will notify you if a different Shipment Date is required. Any expedited shipment requests by you may be accompanied by additional shipping charges. All deliveries will be made to the shipping address(es) stated on the applicable Pricing Schedule. Changes to the shipping address after an order is placed may result in change in Shipment Date must be made in writing at least 5 days prior to the scheduled Shipment Date.
- 2.3. Wireless Network or Satellite Changes; Equipment Upgrades. Over time, wireless network or satellite provider requirements may change and Equipment may need to be upgraded to accommodate such changed requirements. You may be responsible for costs related to any such Equipment upgrades, if available. For Equipment that is not upgraded, we cannot provide assurance that the Service will continue to be available. We will notify you in writing as soon as reasonably practicable after receiving notice from the wireless network or satellite provider that upgrades will be required.
- 2.4. Installation. Installation will be performed by us or our authorized third party and will be at the rates set forth in the applicable Pricing Schedule. Installation prices do not include any travel or per diem expenses. Such rates as stated in the Pricing Schedule are valid for 12 months from the Schedule Date. Thereafter, installations will be performed at our then-current list price unless otherwise agreed upon in writing by the parties. If there is no installation pricing set forth in the Pricing Schedule, installations will be performed at the then-current list price. You are responsible for determining the impact, if any, of after-market installation of Equipment on the manufacturer's warranty for your vehicles, trailers or machines. Terminals may only be installed using mounting brackets provided or previously approved by us. Alternative mounting brackets you propose for use will be subject to prior written approval by our mechanical engineering staff as meeting or exceeding required specifications; you must bear any associated costs. When applicable, if you choose to perform self-installation of the Terminals, it must be performed in accordance with our installation and training guidelines. Failure to do so may void the Terminal Warranty.
- 2.5. Other Labor. If applicable, any other labor, including deinstallation, performed by us or an authorized third party on Equipment will be done at the then-current rates.
- 2.6. Firmware. If and when available to you, updates, modifications, corrections, or material fixes to the Firmware in your Terminals, including the Terminal's operating system, may be performed by us through an over the air download ("**OTA Download**"). OTA Downloads to perform any corrections or material fixes to the Firmware necessary to meet current functional specifications for the Service, to improve our offerings are at no charge to you. Updates and modifications to the Firmware not subject to an OTA Download shall be completed subject to the Terminal Warranty terms in Section 2.7.
- 2.7. Terminal Warranty. During the Term, we warrant that the Terminal will operate as substantially described in accordance with our applicable specifications ("**Good Working Order**") provided that the Terminal has been updated (if applicable, in accordance with Section 2.6 above) and has not been subject to misapplication, misuse, modification, improper use with other software, damage, or negligence (the "**Terminal Warranty**"). The Terminal Warranty includes the Firmware used to support the Service. Consumable items such as antennas, cables and mounting hardware are excluded from the Terminal Warranty. Repair or replacement is your sole and exclusive remedy for this warranty. Removal and return of the Terminal that is not in Good Working Order will be at your expense and risk of loss. The failed Terminal must be received by us within 45 days of issuance of a return materials authorization ("**RMA**") number or you may be invoiced the Lost Terminal Fee as set forth in Section 2.8 below. Following issuance of the RMA number, we will advance replace the failed Terminal by shipping to you, at our expense, a replacement Terminal, which may be refurbished. We do not warrant or support any third party owned products provided to you under a Pricing Schedule (you must contact and pay that third party owner directly for any available support). Terminals transferred to your Service account from another customer's Service account will receive any unexpired warranty remaining under the original Terminal Warranty Period.
- 2.8. Lost Terminals. During the Term, you must immediately notify us in writing if a Terminal is lost (a "**Lost Terminal**"). We will invoice you, and you will pay to us, a fee of \$395.00 per Lost Terminal (the "**Lost Terminal Fee**"). If you recover a Lost Terminal, and provide written notice to us of your recovery of the Lost Terminal within 30 days from our receipt of written notice of the Lost Terminal, we will credit to your account the Lost Terminal Fee applicable to each Lost Terminal timely recovered. You will not be eligible for a credit for any Lost Terminal that is recovered after the 30 day period from our receipt of written notice of the Lost Terminal has expired.

3. SERVICE.

- 3.1. Service Plan. The "**Service Plan**" means position reporting and two-way fleet management information exchanges with the Terminal (collectively "**Events**") with access to Events through the Applications. Certain Applications are included at no charge with each Service Plan. Pricing is based on the Initial Term stated above.
 - A. Activation. Each Terminal will be considered "**Activated**" immediately upon shipment. At the time of Activation, the Service will commence for all Activated Terminals. Billing for the Service and associated rates and fees will commence on the first day of the first calendar month following Activation and will continue in effect for the Term.
 - B. Deactivation. Charges will apply for your deactivation or reactivation of Terminals.
 - C. Transfer of Service. You may transfer Terminals between your account and another Omnitracs customer's account under our then current transfer policy. Transfer of Service is in our discretion and requires that the transferee have a current contract with us for the Terminals being transferred. Transfer fees may apply. The transferred

Terminals will receive any unexpired warranty remaining under the original Terminal Warranty Period.

3.2. **International Use.** You may utilize the Service from us under this Contract for your vehicles subject to the geographic coverage footprint of the wireless network provider and export compliance restrictions in the Master Contract.

3.3. **Applications.** Omnitracs or third-party hosted pre-written programs ("**Applications**") including, without limitation, Mapping Data, may be subscribed to through a Pricing Schedule. Applications may reside on a server and may be accessed and used by our other customers or third parties. Additional terms, conditions, and fees may apply. Any integration, training, software, or additional hardware costs associated with enabling individual Applications are excluded from the Application pricing. Service Fees will not be prorated for a partial month's use. We reserve the right to discontinue any Service or Other Services provided hereunder, and in connection with such discontinuation, we may terminate Schedule(s) or the relevant Pricing Schedule(s) with respect to such Service or Other Services upon 60 days prior written notice to you.

3.4. **Support.** We will provide technical support for Service by telephone during Business Hours. We will provide Service error corrections in the event the Service fail to conform in all material respects with the corresponding documentation. From time to time during the Term of this Schedule, we may upgrade the Service and/or Applications to add new features or functionalities. We will notify you of any corresponding changes to the applicable requirements and specifications. The current list of mobile devices that will function in conjunction with the Service is available at <http://manageroadnet.com/supporteddevices> ("**Device List**"). We may revise the Device List in our sole discretion.

3.4. **Service Level Warranty.**

A. **Service Availability.** Service Availability for the Service is subject to the limitations set forth in the Contract and is based on Reasonable Use in Covered Areas, and does not include interruption of Service as a result of Internet Unavailability, Wireless Network Interruption Factors, Independent Customer Activity, use of obsolete devices, or force majeure events described in the Master Contract. You acknowledge that certain features and/or functionality for cellular-based Service may not perform in accordance with product specifications where coverage is provided by the wireless network provider's roaming partner carriers.

- (a) **"Internet Unavailability"** means your inability to access, or our inability to provide, the Service through the Internet due to causes outside of our direct control, including, but not limited to: (i) failure or unavailability of Internet access; (ii) unauthorized use, theft or operator errors relating to your telephone, cable or Internet service provider; (iii) bugs, errors, configuration problems or incompatibility of equipment or services relating to your computer or network; or (iv) failure of communications networks or data transmission facilities.
- (b) **"Independent Customer Activity"** means: (i) use of equipment by you not provided or previously approved by us; or (ii) negligent acts or omissions or willful misconduct by you, your employees, consultants or third party agents acting on behalf of you.
- (c) **"Wireless Network Interruption Factors"** means any wireless network outages or constraints that may occur due to the availability of the wireless network being temporarily refused, interrupted, curtailed or otherwise limited by factors including but not limited to atmospheric, environmental or topographical conditions, physical features such as buildings, tunnels or landmass features, satellite or transponder failure, coverage limitations, outages, gaps or other service interruptions attributable to the wireless network carrier or its network, including the wireless network carrier's scheduled maintenance, capacity constraints, hostile network attacks by a third party that are directly attributable to the network's vulnerabilities or wireless network provider facilities changes, modifications, updates, relocations, repairs, maintenance or other similar activities necessary for the proper or improved operation of the wireless network.

D. **Service Warranty Remedies.** In any calendar month in which we do not provide the Service as set forth above, you are entitled as your sole and exclusive remedy to receive a credit to your Service account for any affected Terminals upon written request to us no later than 30 days from the end of the month of the Service impact. The credit amount is equal to a percentage of your Service Plan price depending on the availability of the Service, as follows:

Service Availability	Remedy Percentage
98% or more	0%
95% - 97.99%	25%
85% - 94.99%	50%
<85%	100%

E. **Reasonable Use.** Our ability to provide the Service at your contracted monthly Service Plan rates is conditioned on your Reasonable Use of the Service. "**Reasonable Use**" means: i) unlimited use for routing and dispatching events; and ii) for any other purpose, use of the Service (a) at a level not to substantially exceed the average usage of all customers of the Service as determined on an hourly, daily or monthly basis and (b) that in Omnitracs' reasonable discretion does not degrade the Service or impact our other customer's ability to access and utilize the Service. The Service is not intended to be, and shall not be, used with equipment, systems, or non-Omnitracs approved applications that drive continuous heavy traffic or data sessions. We reserve the right to throttle down or otherwise limit the transfer of data by any Terminal if usage by a Terminal restricts, inhibits, disrupts, degrades or impedes our ability to deliver and monitor the Service, backbone, network nodes, and/or other network services provided, however, we shall notify you in advance of such action and the parties shall work together in good faith to resolve the issue prior to Omnitracs taking any such action. Notwithstanding the foregoing, we reserve the right to take unilateral action and immediately throttle down or otherwise take any and all actions, including termination or suspension of the offending Terminal, limiting throughput or amount of data transferred by you, or requiring you to pay additional fees, if Omnitracs reasonably believes interference or material impairment to Omnitracs' network is imminent and immediate action is necessary, until such issue is resolved.

3.5. **Service Fees.** You will pay the fees set forth in the applicable Pricing Schedule for access to and use of the Service (the "**Service Fees**") in accordance with the payment terms set forth in the Contract. Upon commencement of the Service, unless otherwise stated in a Pricing Schedule, Service Fees will be invoiced in accordance with the applicable Pricing Schedule and will continue in effect for the Term.

3.6. **Other Services Fees.** You will pay the fees set forth in the applicable Pricing Schedule for any other services not covered by the Service Fee, as described in the applicable Pricing Schedule, in accordance with the payment terms set forth in the Contract.

3.7. **Minimums.** You understand and agree that all Service Fees are based on the Unit Commitment set forth above and not actual usage. The Unit Commitment is the minimum amount that you have committed for the Term. We will invoice you for additional subscriptions in the event that your actual use exceeds the Unit Commitment. There will be no fee adjustments or refunds for any decreases in usage.

4. **DATA RETENTION.** We store Data at our Server, and Data may be retained by us indefinitely, at our discretion. Additional Data collection and use terms are set forth in the Master Contract.

5. **LIMITATIONS OF LIABILITY.** Our entire liability and your sole and exclusive remedies for any damages (whether in contract, tort or otherwise) arising from the performance or nonperformance under the Schedule are (i) for breach of the Terminal warranty (if any), or for installation or maintenance obligations relating to Terminals, the repair and replacement remedies set forth herein; (ii) for breach of the Service Level Warranty, the credit remedies set forth herein; and (ii) for claims other than above, our liability will be limited to direct damages proven in an amount not to exceed the total amount of all Service fees actually paid to us hereunder during the 12 month period immediately preceding the events giving rise to the Claim. Except for claims relating to payment obligations under the Contract, claims not made within 6 months after the first event giving rise to a claim shall be deemed waived.

6. **DISCLAIMER.** Location data as well as any Mapping Data provided by any Services or software is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. We will have no liability or responsibility for the accuracy of the location data or any Mapping Data, including information on road or route conditions or attributes. We will have no liability or responsibility for the malfunction of the Mapping Data due to any integration performed by you.

7. **TERMINATION AND RETURN OF TERMINALS.**

7.1. **Return of Terminals; Payment for Non-Returned Terminals.** The Terminals will remain our property. After expiration or termination of this Schedule or termination of the Contract, we will invoice you, and you agree to pay to us, a non-returned fee of \$395.00 per Terminal (the "**Non-returned Fee**") for any Terminals not returned to us, in Good Working Order, within 60 days after such expiration or termination. If you return to us at your expense and in Good Working Order any of the Terminals, and we receive

those returned Terminals within 60 days after expiration or termination of this Schedule, we will credit to your account the Non-returned Fee applicable to each Terminal timely returned to us in Good Working Order. To secure these obligations, you grant us a purchase money security interest in each Terminal we deliver to you and will perfect that security interest as we reasonably request.

7.2. **End of Access to Data.** When the Service terminates, you will no longer have access to your Data on our servers or the ability to generate reports containing available Data. If you desire to access Data to create reports containing available Data after expiration or termination of this Schedule, you shall continue to pay all fees and postpone termination until you no longer desire such access.

7.3. **Early Termination Fees.** Notwithstanding any other provision of the Contract, if the Contract or Schedule is terminated early for any reason other than a material breach by us, you must pay an Early Termination Fee, calculated as follows: your monthly per-Terminal Service Fee multiplied by the Unit Commitment and any additional subscriptions in your account as of the effective termination date multiplied by the number of months remaining in the Term (the "**Early Termination Fee**"). Early Termination Fees are liquidated damages and not a penalty and are a part of our rates. Any other amounts due to us will become immediately due and payable on such termination date.

7.4. **Survival.** The rights and obligations set forth in Sections 1, 2.8, 4, 5, 6, 7, and 8 shall survive any expiration or termination of this Contract.

8. **ENTIRE AGREEMENT.** This Schedule, the Master Contract, the Pricing Schedule(s), and any terms of use, online click-through terms, elected by you or additional terms executed by the parties under the terms of the Master Contract comprise the entire understanding, agreement and representations of the parties with respect to the matters contained herein (collectively, the "**Contract**") and supersedes all prior writings, discussions, representations, and understandings with respect to the Equipment and Service. In the event of a conflict between the terms of this Schedule and any written amendment, the document later in time will prevail. In the event of a conflict between the Pricing Schedule and the Schedule, the Schedule will prevail. In the event of a conflict between any Application terms and this Schedule, the Application terms will prevail as it pertains to the Application. In the event of a conflict between the Master Contract and the Schedule, the Schedule will prevail. If the Schedule is silent on a particular issue, the Master Contract will govern.

Omnitracs and Customer agree to the above and have signed this Schedule through their duly authorized representatives as of the Schedule Date

Omnitracs, LLC*

Signature: 

Print Name: Joe Thell

Title: SVP, Sales

Town of Tunica*

Signature: 

Print Name: Andrew T. Dulaney

Title: Mayor

*If signed electronically, the Effective Date is the date of our electronic signature and the signature box does not need to be filled out. If not signed electronically, please return the signed Schedule to Omnitracs via email to contracts@omnitracs.com.

Town of Tunica
2022 Spraying Proposal

The Town of Tunica will receive competitive quotes/proposals on or before March 16, 2022, at 3:00 p.m. All quotes/proposals shall be submitted to:

Kate Scott Pennock, Clerk
Town of Tunica
909 River Road
PO Box 395
Tunica, MS 38676
Via email: kspennock@townoftunica.org
Telephone: (662)363-2432

General requirements:

1. Properly licensed – copies of all licenses should be attached;
2. Required to carry insurance – liability – minimum of \$1,000,000 of coverage with the Town of Tunica to be listed as additional insured, etc.
3. Spray – 6 times a week – Spray 5 p.m. to 10 p.m. (with leeway up to an hour each way after discussions with representatives of the Town – the time for spraying may be adjusted based on agreement depending on circumstances);
4. Flyover spraying – minimum of 6 per year.
5. Term – May 1 through October 31;
6. Price per month:
 - a. May: \$ 5,600.
 - b. June: \$ 5,600.
 - c. July: \$ 5,600.
 - d. August: \$ 5,600.
 - e. September: \$ 5,600.
 - f. October: \$ 5,600.

All payments will be made a month in arrears.

The below named entity submits its proposal to the Town of Tunica for mosquito spraying services for the 2022 season as indicated above. This proposal shall be valid for a period of approximately 30 days and if not accepted by the Town of Tunica on or before April 15, 2022, the same shall be void. The parties will work cooperatively and make any needed adjustments throughout the term of this agreement to insure adequate mosquito and vector control.

Advanced Mosquito Control, Inc.
Name of Company

Bernie Lewitt, Jr. President
Signature of Authorized Representative

P.O. Box 517
Address

Boyle, MS 38730
City/State/Zip

662-843-6161
Telephone
662-843-8450
662-721-7435 (cell)

Dustin Green
Email:
dggrassguy@gmail.com

ESTIMATE

Address:
1405 Rose Circle
Clarksdale, MS 38614

Phone:
901-389-8281

City of Tunica, MS
909 River Road
Tunica, MS 38676

Estimate # 0000909

Estimate Date 03/22/2022

Item	Description	Unit Price	Quantity	Amount
Service	Spring Pre & Post Emergence Treatment	975.00	1.00	975.00
Service	Early Summer Pre, Post Emergence, & Fertilization Treatment	975.00	1.00	975.00
Service	Post Emergent Herbicide & Fertilization Treatment	975.00	1.00	975.00
Service	Fall Lime & Post Emergence Herbicide Treatment	975.00	1.00	975.00
Service	Winter Pre & Post Emergence Treatment	975.00	1.00	975.00
<p><u>NOTES:</u> This quote is valid for the area listed and within the boundaries described below. Weed Control & Fertilization Treatment Program for Downtown Tunica, MS.</p> <p>=Town Hall =Rivergate Park =Post Office =Veteran's / Walking Park</p> <p>All landscape beds and turfgrass areas between Edwards and Main from Delta to Beat Line.</p>				
Subtotal				4,875.00
Total				4,875.00
Amount Paid				0.00
Estimate				\$4,875.00

The Greener Side
Chemical & Fertilization Services, LLC
P.O. Box 904
Hernando, MS 38632
(901) 604-6093

Estimate

March 2022

Job Description: Weed Control & Fertilization for City Park area

Application 1: Spring Pre-Emergent and Post Emergent Herbicide	\$900.00
Application 2: Early Summer Pre-Emergent and Post Emergent Herbicide	\$900.00
Fertilizer	\$300.00
Application 3: Post Emergent Herbicide	\$900.00
Fertilizer	\$300.00
Secondary Application	\$450.00
Application 4: Lime & Post Emergent Herbicide	\$900.00
Application 5: Pre & Post Emergent Herbicide	<u>\$900.00</u>
	Total \$5,550.00

QUOTE



Date: March 25, 2022

Magnolia State Lawns L.L.C

Bo Jones

203 Birch Dr.

Batesville, MS 38606

662-230-2844

Magnoliastatelawns@yahoo.com

TO Town of Tunica

Tunica, MS 38676

Att. Thomas J. Robinson III

JRobinson@townoftunica.org

QTY	DESCRIPTION	SERVICE DATE	LINE TOTAL
1	Spring Pre and post emergent	March/April	\$900
1	Post emergent and fertilizers	May/June	\$900
1	Post emergent and fertilizers	July/August	\$900
1	Fall Pre emergent	September/Oct	\$900
1	Winter pre and post emergent	January/Feb	\$900
SUBTOTAL			\$4,500
SALES TAX			Exempt
TOTAL			\$4,500

Accepted
March 22, 2022
Annette
Mayor, Town of Tunica

Make all checks payable to Magnolia State Lawns L.L.C

Thank you for your business!

Water/Sewer Payment Agreement

Name of Customer: _____

Address of Property: _____

Phone Number: _____ Email: _____

Account # _____

This agreement provides terms for payment of arrearages on the above named Customer's account for Water and/or Sewer services provided by the Town of Tunica, Mississippi.

The parties wish to enter into this Payment Agreement and agree to the following terms and conditions:

The undersigned Customer hereby acknowledges that he/she is unable to pay the outstanding bill for water and/or sewer services provided to the above address in the amount of \$_____, the outstanding balance.

(1) The Town of Tunica will not disconnect water and/or sewer services provided the Customer fulfills his/her obligations under this agreement as follows:

(a) CUSTOMER WILL PAY IN FULL ANY BILL FOR CURRENT SERVICES OR FUTURE SERVICES BY THE DUE DATE!;

(b) Customer Pays 25% of the outstanding bill, being \$_____ immediately, upon entering into this Agreement;

(c) Pays the remaining outstanding balance in up to 3 installments on the dates as set forth below.

\$_____ on _____;

\$_____ on _____; and

\$_____ on _____

(2) If a customer does not fulfill the terms of this Payment Agreement, the Town of Tunica shall have the right to disconnect the Customer's Water and/or Sewer service and shall not be required to offer a subsequent Payment Agreement prior to disconnection.

(3) In the event service is disconnected, it shall not be reconnected without payment of all past due charges and payment of the reconnection charge of \$_____.

(4) The failure of the Town of Tunica, at any time, to insist upon strict performance or observance of any term, agreement or condition contained in this Agreement shall not be construed as a release of any right of the Town hereunder or applicable laws or as a waiver of any right to enforcement, including but not limited to the discontinuance of service.

Town of Tunica:

Customer:

By: _____

Signature: _____

Print Name: _____

Water/Sewer Payment Agreement

Name of Customer: _____

Address of Property: _____

Phone Number: _____ Email: _____

Account # _____

This agreement provides terms for payment of arrearages on the above named Customer's account for Water and/or Sewer services provided by the Town of Tunica, Mississippi.

The parties wish to enter into this Payment Agreement and agree to the following terms and conditions:

The undersigned Customer hereby acknowledges that he/she is unable to pay the outstanding bill for water and/or sewer services provided to the above address in the amount of \$_____, the outstanding balance.

(1) The Town of Tunica will not disconnect water and/or sewer services provided the Customer fulfills his/her obligations under this agreement as follows:

(a) CUSTOMER WILL PAY IN FULL ANY BILL FOR CURRENT SERVICES OR FUTURE SERVICES BY THE DUE DATE!;

(b) Customer Pays 25% of the outstanding bill, being \$_____ immediately, upon entering into this Agreement;

(c) Pays the remaining outstanding balance in up to 6 installments on the dates as set forth below.

\$_____ on _____;

\$_____ on _____; and

\$_____ on _____; and

\$_____ on _____; and

\$_____ on _____; and

\$_____ on _____

(2) If a customer does not fulfill the terms of this Payment Agreement, the Town of Tunica shall have the right to disconnect the Customer's Water and/or Sewer service and shall not be required to offer a subsequent Payment Agreement prior to disconnection.

(3) In the event service is disconnected, it shall not be reconnected without payment of all past due charges and payment of the reconnection charge of \$_____.

(4) The failure of the Town of Tunica, at any time, to insist upon strict performance or observance of any term, agreement or condition contained in this Agreement shall not be construed as a release of any right of the Town hereunder or applicable laws or as a waiver of any right to enforcement, including but not limited to the discontinuance of service.

Town of Tunica:

Customer:

By: _____

Signature: _____

Print Name: _____

Water/Sewer Payment Agreement

Name of Customer: _____

Address of Property: _____

Phone Number: _____ Email: _____

Account # _____

This agreement provides terms for payment of arrearages on the above named Customer's account for Water and/or Sewer services provided by the Town of Tunica, Mississippi.

The parties wish to enter into this Payment Agreement and agree to the following terms and conditions:

The undersigned Customer hereby acknowledges that he/she is unable to pay the outstanding bill for water and/or sewer services provided to the above address in the amount of \$_____, the outstanding balance.

(1) The Town of Tunica will not disconnect water and/or sewer services provided the Customer fulfills his/her obligations under this agreement as follows:

(a) CUSTOMER WILL PAY IN FULL ANY BILL FOR CURRENT SERVICES OR FUTURE SERVICES BY THE DUE DATE!;

(b) Customer Pays 25% of the outstanding bill, being \$_____ immediately, upon entering into this Agreement;

(c) Pays the remaining outstanding balance in up to 12 installments on the dates as set forth below.

\$_____ on _____;

\$_____ on _____; and

\$_____ on _____; and

\$_____ on _____; and

\$_____ on _____; and

\$_____ on _____; and

\$_____ on _____; and

\$_____ on _____; and

\$_____ on _____; and

\$_____ on _____; and

\$_____ on _____; and

\$_____ on _____

(2) If a customer does not fulfill the terms of this Payment Agreement, the Town of Tunica shall have the right to disconnect the Customer's Water and/or Sewer service and shall not be required to offer a subsequent Payment Agreement prior to disconnection.

(3) In the event service is disconnected, it shall not be reconnected without payment of all past due charges and payment of the reconnection charge of \$_____.

(4) The failure of the Town of Tunica, at any time, to insist upon strict performance or observance of any term, agreement or condition contained in this Agreement shall not be construed as a release of any right of the Town hereunder or applicable laws or as a waiver of any right to enforcement, including but not limited to the discontinuance of service.

Town of Tunica:

Customer:

By:_____

Signature:_____

Print Name:_____

INTERLOCAL GOVERNMENT AGREEMENT FOR THE COLLECTION OF TAXES

WHEREAS the Town of Tunica, Mississippi (hereinafter the “Town”) acting by and through its Mayor and Board of Alderman and Tunica County, Mississippi (hereinafter the “County”) acting by and through its Board of Supervisors, find that it is the best interest of their citizens to consolidate the collection of payment of taxes and to enter into this Agreement for the unified collection of taxes;

WHEREAS under the authority granted under Sections 17-13-1 et seq., Mississippi Code of 1972, amended, the Town and County may to enter into an interlocal government agreement to provide for the unified collection of taxes, and the Town and County have, under previous agreements, provided for unified collection of taxes;

WHEREAS, in the interest of their citizens, the Town and County wish to continue unified collection of Town and County taxes by the Tax Collector of Tunica County (hereinafter “Tax Collector”) and provide for the unified redemption of property and issuance of tax deeds by the Chancery Clerk of Tunica County (hereinafter “Chancery Clerk”).

NOW THEREFORE, the Town and County (the “parties”), with the consent and agreement of the Tax Collector and Chancery Clerk, do hereby agree as follows:

1. Duration: This Agreement shall be effective from May 1, 2022, subject to its approval by the Attorney General of this state, until September 1, 2024 or until either party elects to terminate this agreement by giving ninety (90) days written notice to the other party. However, the Tax Collector shall retain authority following termination of this Agreement to collect taxes and sell property for collection of taxes which were due and payable prior to the termination of this Agreement, and the Chancery Clerk shall retain authority following termination of this Agreement to redeem property sold or struck off to the state and to issue tax deeds for property sold for taxes which were due and payable prior to the termination of this Agreement.

2. Authority: This Agreement is entered into pursuant to the authority provided by Sections 17-13-1 *et seq* and 27-41-2, Mississippi Code of 1972, as amended.

3. Administration: No separate legal or administrative entity is created by this Agreement. The Town, County, Tax Collector and Chancery Clerk shall each individually perform their obligations under this Agreement.

4. Scope: Tax Collector is authorized to collect all taxes levied by the Town on real property and personal property, including, without limitations, automobiles and motor vehicles, special taxes, and special assessments levied pursuant to Section 21-19-11, Mississippi Code of 1972, as amended, along with all interest and penalties thereon (hereinafter collectively “Taxes”). The Tax Collector’s shall collect such Taxes due and payable during the duration of this Agreement regardless of the date the tax liability accrued. This Agreement does not apply to the

collection of sales tax, franchise tax or fees, privilege license fees, or other taxes, licenses and fees not levied upon property which shall be collected directly by the Town.

5. Assessment: The Town has elected pursuant to Section 21-33-9(a), Mississippi Code of 1972, as amended, that the assessment rolls of all real and personal property in the Town shall be prepared by copying the tax rolls submitted by the Tunica County Tax Assessor as approved by the Board of Supervisors of the County. The Town shall furnish to the Tax Collector all millage rates and any special taxes or special assessments to levy for the applicable year before September 15th of each year.

6. Preparation of the Rolls: The Tax Collector shall provide and prepare the necessary rolls for the collection of Taxes levied by the Town in the manner and within the times prescribed by law.

7. Collection of Taxes: The Tax Collector shall collect Taxes levied by the Town in a unified manner with taxes levied by the County as prescribed by law.

8. Compensation: The Tax Collector shall retain a fee of 4% of the gross amount of Taxes collected on behalf of the Town under this Agreement each month.

9. Settlement: The Tax Collector shall pay over to the Town on or before the 20th day of each month all Taxes collected by the Tax Collector during the previous month less the Tax Collector's fee and shall provide a report each month setting forth assessed valuations, tax dollars collected, homestead exemptions credits, refunds, and itemized interest on delinquent taxes.

10. Refunds: The Tax Collector will make refunds for all Taxes erroneously collected and will make proper adjustments to the monthly settlements accordingly.

11. Records: The Tax Collector shall make available to the Town all records and audits pertaining to the collection of Taxes on behalf of the Town or performance of the Tax Collector's obligations under this Agreement.

12. Interest Bearing Account: The Tax Collector shall deposit all funds collected into an interest-bearing account, and interest earned on said account shall be divided between the Town and County on a pro-rata basis reflecting the ratio of the total amount of funds deposits on behalf of the Town over the total amount deposited on behalf of the County during the relevant period. Such interest shall be paid over to the Town monthly as a separate item along with the settlement of collected Taxes.

13. Redemption and Tax Deeds: The Chancery Clerk of Tunica County shall perform all redemptions for property sold or struck off for Taxes by the Tax Collector as provided for by Section 17-3-9, Mississippi Code of 1972, as amended, and all other functions and acts, including issuing tax deeds, pursuant to law. The Chancery Clerk shall deposit, settle and pay over all funds collected on behalf of the Town in the same manner as the Tax Collector under this Agreement. A fee of 4% of gross amount of Taxes collected by Chancery Clerk on behalf of the Town from the

redemption of property shall be retained by the Chancery Clerk from the funds which are to be paid over to the Town.

14. Former Agreements: The Town and County agree that all authority granted to the Tax Collector and Chancery Clerk under previous agreements for the unified collection of Taxes levied by the Town shall continue consistent with this Agreement throughout the duration of this Agreement, and in the event of a conflict between a prior agreement and this Agreement, the terms of this Agreement shall govern.

WITNESS OUR SIGNATURES on the dates thereby stated:

Board of Supervisors
of Tunica County, Mississippi

By: _____
McKinley Daley, its president Date

Attest:

Rechelle Siggers, Chancery Clerk (SEAL)

Town of Tunica, Mississippi

By: _____
Andrew T. Dulaney, its mayor Date

Attest:

Kate Scott Pennock, Town Clerk (SEAL)

Norma Anderson, Date
Tax Assessor and Collector of Tunica County

Rechelle Siggers, Chancery Clerk Date