

Minute Book 32

May 17, 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 TUESDAY MAY 2022, MEETING
OF THE MAYOR AND BOARD OF ALDERMEN

BE IT REMEMBERED that Tuesday, May 17, 2022, 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
Police Chief Kevin Hatton	Present
Public Works Manager Reggie Griffin	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

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 May 3, 2022, meeting. 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. 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 discussed the water and sewer system. Mr. Griffin gave an overview of what the street crew has been working. Following the reports, Mr. Robinson and Mr. Griffin were thanked for the information.
- Tunica Main Street: Ms. Withers updated the Board on Rivergate and Main Street issues. The Independence Day Parade will be held on July 1, 2022. As soon as the details are available, Ms. Withers will let everyone know.
- David Graves provided the Board with his report. Mr. Graves stated that if anyone knows of issues that he needs to address, just give him a call.
- Community Events: Mayor Dulaney briefly discussed the events and to be held this month. The National Day of Prayer event was held on May 5th. Mayor Dulaney thanked Danny Smith for coordinating this program. The annual Animal Vaccination Day was held on May 7th. Mayor Dulaney thanked Mary Green for coordinating this event and spending her Saturday working on it. The Peace Officers Memorial Day program was held earlier this morning. Danny Smith was thanked for coordinating this program for the Town. The annual Memorial Day program will be held on May 30th.

Mayor Dulaney updated the Board on the Mangum Building and The Columns. The Mayor has spoken to Tobin Mangum about the progress on the Mangum Building and he now has ownership of the buildings and may have a possible buyer. A letter will be written to Mr. Mangum concerning the need to continue the improvements on the building. Mayor Dulaney also advised the Board that he understands the owners of the Columns are working with their insurance company on the damage and the claim to have the home restored. Again, a letter will be sent to the owners requesting a formal status report be provided to the Town.

Mayor Dulaney advised that the agenda items relating to DRA need to be continued. Based on the current schedule, the plans and specifications for the project should be finalized by the Board's next meeting. The draft of the plans and specifications are ready and are being finalized now. Once these are finalized, they will be submitted to DRA for final approval at which time the Town will be in a position to solicit bids for the work. Alderman Hartsfield made a motion that Kate Scott Pennock, Clerk, be authorized to have a notice to bidders posted and/or published so that the Board can receive bids as soon as the plans and specifications are finalized. It is hopeful that bids can be received on or shortly before or after June 28, 2022. 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.

The County has not finalized the agreements between the Town and County yet. As soon as these are finalized, the signed agreements will be provided to the Board to be included in the minutes.

The Board of Aldermen next discussed and considered authorizing setting a date for a public hearing to consider amendments to Comprehensive Plan and/or Zoning Regulations as proposed and recommended by the Planning Commission during their meeting May 12, 2022, relating to medical cannabis being allowed in commercial zones along the US Highway 61 corridor. After the discussion, Alderman Pierce moved to set a public hearing for June 21, 2022, for the Board to receive comments from the public relating to proposed amendments to the Comprehensive Plan and/or Zoning Regulations concerning medical cannabis in commercial zones in the US Highway 61 corridor. 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 B – AMENDED COMPREHENSIVE PLAN/ZONING REGULATION PROPOSAL

The Board of Aldermen next discussed and considered receiving and approving the Memorandum of Agreement for MDOT TAP Grant. Alderman Turner moved receive and accept the Memorandum of Agreement for the MDOT TAP Grant, and that Andrew Dulaney and Kate Scott Pennock, Mayor and Clerk, respectively, be authorized to execute and deliver the same for and on behalf of the Town of Tunica. 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 – MEMORANDUM OF AGREEMENT –MDOT – TAP Grant

The Board of Alderman considered and discussed appointment of Voting Delegate and Alternate for the MML 2022 Election of the 2nd Vice President. Alderman Hartsfield moved to appoint Mayor Andrew Dulaney as Voting Delegate and Vice Mayor Daniel Pierce as Alternate for the MML 2022 Election of the 2nd Vice President. 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 D – VOTING DELAGATE/ALTERNATE MML ELECTION

The Mayor and Board of Alderman next considered and discussed adopting the 2018 building codes. After discussion concerning the updated codes, the Alderman Pierce moved to set a hearing for June 21, 2022, at 3:00 p.m. to consider adopting the 2018 building codes. Alderman Hartsfield seconded the motion. A notice of the public hearing will be posted in Town Hall and otherwise given as required by law. Thereupon, the matter was put to a vote and the same having received the unanimous affirmative vote of all Alderman present, the Mayor declared the same carried and adopted.

APPENDIX E – NOTICE OF PUBLIC HEARING

The Mayor and Board of Alderman next considered and discussed contracting for meter replacement assistance. Upon discussion, Alderman Turner moved that Andrew Dulaney, for the Town, be authorized to enter in various contracts with independent contractor(s) who are experienced with water and sewer operations with the general terms being the individuals will be paid \$30.00 per hour and will work an estimated 15 hours. The individuals will work with the Town's employees to have meters installed and on related projects. Alderman Fyfe seconded the motion. Thereupon, the matter was put to a vote and the same having received the unanimous affirmative vote of all Alderman present, the Mayor declared the same carried and adopted.

The Board of Alderman was advised that competitive proposals have been solicited and received for grass cutting services – (Peabody Road field, MDOT field and Academy Estate lots). The two proposals received were received with the Board. Following the discussion, Alderman Turner moved to accept the grass cutting proposal submitted by Jeff Bailey as it is the lowest and best proposal received. Alderman Hartsfield seconded the motion. Thereupon, the matter was put to a vote and the same having received the unanimous affirmative vote of all Alderman present, the Mayor declared the same carried and adopted.

APPENDIX F – GRASS CUTTING PROPOSALS

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

- Police Chief Kevin Hatton to attend Police Chiefs Summer Conference June 13-17, 2022, in Biloxi, 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 Fullilove moved that the reference travel request be approved. And, to the extent requested, a travel advance shall be made as authorized by law. 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.

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 Fullilove 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 specific Police and Public Works personnel (the “Executive Session Matter”).

Based on this, Alderman Turner moved that the Mayor and Board of Aldermen hold an executive session to discuss, consider and act on the Executive Session Matter. Alderman Fyfe 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, Town Attorney Ryals, Police Chief Hatton, J Robinson, and Reggie Griffin.

The Board first heard a report and recommendation from Reggie Griffin and Thomas J Robinson that Raymond Morgan be hired for the water/sewer department. The salary will be \$10.00 per hour and after the first 90 days, his salary will increase to \$12.00 per hour. Alderman Fullilove moved that Mr. Morgan be hired as recommended. 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.

The Board next heard a report and recommendation from Kevin Hatton, Chief of Police that Forest Glenn Bush be hired as a Patrol Officer. The salary will be \$18.00 per hour based on his years of experience. Alderman Pierce moved that Mr. Bush be hired as recommended. 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.

Finally, the Board heard a report and recommendation from Kevin Hatton, Chief of Police that Travis Ladell Holloway be hired as a Patrol Officer. The salary will be \$17.00 per hour based on his years of experience. Alderman Pierce moved that Mr. Holloway be hired as recommended. 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.

Following the discussion, Alderman Pierce moved to leave executive session. Alderman Hartsfield 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 there being no other business, Alderman Turner moved to adjourn the meeting. 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, and the meeting adjourned this 17th day of May 2022.

Andrew T. Dulaney, Mayor

ATTEST:

Kate Scott Pennock, Town Clerk

APPENDIX A – ATTENDANCE SHEET

APPENDIX B – AMDENDED COMPREHENSIVE PLAN PROPOSAL

APPENDIX C – MEMORANDUM OF AGREEMENT

APPENDIX D – VOTING DELAGATE/ALTERNATE MML ELECTION

APPENDIX E – NOTICE OF PUBLIC HEARING

APPENDIX F – GRASS CUTTING PROPOSALS

**BOARD MEETING
ATTENDANCE SCHEDULE
5:30 P. M.
MAY 17, 2022**

NAME	EMAIL/ORGANIZATION
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____
16. _____	_____

WHEREAS, on February 2, 2022, the Governor for the State of Mississippi signed the Mississippi Medical Cannabis Act (SB 2095) into law; and

WHEREAS, Mississippi law, including the Mississippi Medical Cannabis Act, authorizes municipalities to enact zoning regulations in relation to medical cannabis establishments; and

WHEREAS, the **Town of Tunica** desires to amend its zoning code to address medical cannabis establishments; and

WHEREAS, medical cannabis establishments are currently unregulated under the; and

WHEREAS, given the **Town of Tunica** lack of regulations addressing the development of medical cannabis establishments, the amendments set forth herein will improve compatibility among uses and will ensure efficient development within the City, will result in a logical and orderly development pattern, and are necessitated by a demonstrated community need to achieve the objectives and policies stated herein; and

WHEREAS, on **[DATE]**, the Town of Tunica Planning Commission conducted a public hearing on the amendments contained herein and voted to recommend their approval by the Mayor and Board of Aldermen.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN OF TUNICA MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF TUNICA AS FOLLOWS:

SECTION 1. The Mayor and Board of Aldermen hereby adopts the foregoing recitals as its findings.

SECTION 2. **Article 11, Definitions** is hereby amended to include the following definitions:

1. **“Medical cannabis dispensary”** means an entity that acquires, possesses, stores, transfers, sells, supplies or dispenses medical cannabis, equipment used for medical cannabis, or related supplies and educational materials to cardholders.

2. **“Cannabis research facility”** means an entity that acquires cannabis from cannabis cultivation facilities and cannabis processing facilities in order to research cannabis, develop best practices for specific medical conditions, develop medicines and provide commercial access for medical use.
3. **“Cannabis testing facility”** means an entity that analyzes the safety and potency of cannabis.
4. **“Cannabis cultivation facility”** means a business entity that acquires, grows, cultivates and harvests medical cannabis in an indoor, enclosed, locked and secure area.
5. **“Cannabis processing facility”** means a business entity that: (i) acquires or intends to acquire cannabis from a cannabis cultivation facility; (ii) possesses cannabis with the intent to manufacture a cannabis product; (iii) manufactures or intends to manufacture a cannabis product from unprocessed cannabis or a cannabis extract; and (iv) sells or intends to sell a cannabis product to a medical cannabis dispensary, cannabis testing facility or cannabis research facility.
6. **“Cannabis disposal entity”** means a business that is involved in the commercial disposal or destruction of medical cannabis.

SECTION 3. **Article V, Special Districts** and Uses is hereby amended to include

“Medical Cannabis Establishments, Commercial”, which shall become **Section 507** and state as follows:

Medical Cannabis Establishments, Commercial

Medical cannabis dispensaries, cannabis research facilities, and cannabis testing facilities shall comply with the following standards:

- i. **[License and Display.** The use shall be validly licensed with the State of Mississippi and shall prominently display in a public area near its main entrance copies of all required state licenses and the name of the owner and designated entity responsible for compliance with State and City law.]

- ii. **[No Outdoor Use.** The use shall not provide for outdoor seating areas, queues, or customer waiting areas. All activities shall be conducted within the structure and adequate indoor waiting areas shall be provided for all patients and business invitees.]
- iii. **[Distance Requirements.** The use shall be located at least [Add appropriate distance requirement (i.e 250 feet, 500 feet etc.)] from any residential district or existing residential use in addition to other distances required by State Law.]
- iv. **[No Offensive Odor.** If the use results in the off-site transmission of odor, the use shall be required to include measures to reduce the off-site transmission of odor.]
- v. **[On-Site consumption of marijuana.** No consumption of marijuana or alcoholic beverages shall be allowed on the premises, including in the parking areas, sidewalks or rights-of-way. The persons responsible for the operation of the medical marijuana dispensary shall take all necessary and immediate steps to ensure compliance with this paragraph.]
- vi. **[No Drive-Through Service.** No medical marijuana dispensary shall have a drive-through or drive-in service aisle. All dispensing, payment for and receipt of said marijuana shall occur from within or inside the medical marijuana dispensary.]
- vii. **[Primary entrance.** The primary entrance of a medical marijuana dispensary shall be oriented to a public street and be clearly visible from the right of way of said street.]
- viii. **[Operating hours.** A medical marijuana dispensary may operate only Monday through Friday and only during the hours of 7:00 a.m. to 7:00 p.m.]
- ix. **[Compliance with other laws.** A medical marijuana dispensary shall at all times be in compliance with all federal and state laws and regulations and the [City of _____ Ordinances.]

x. **[Landlord Responsibility.]**

- Any landlord, leasing agent or owner of property, upon which a medical marijuana dispensary operates, who knows. or in the exercise of reasonable care should know. that a medical marijuana dispensary is operating in violation of the this code, or applicable Mississippi law, must take reasonable steps to prevent the continued illegal activity on the leased premises.
- Landlords who lease space to a medical marijuana dispensary must expressly incorporate language into the lease or rental agreement stating that failure to comply with this code or State Law is a material non-curable breach of the lease and shall constitute grounds for termination of the lease and immediate eviction by the landlord.]

xi. **SECTION 4.** Article V, Special Districts is hereby amended to

include “Medical Cannabis Establishments, Industrial”, which shall become **Section 508** and state as follows:

Medical Cannabis Establishments, Industrial

Cannabis cultivation facilities, cannabis processing facilities, and cannabis disposal entities

shall comply with the following standards:

- i. The use shall be validly licensed with the State of Mississippi and shall prominently display in a public area near its main entrance copies of all required state licenses and the name of the owner and designated entity responsible for compliance with State and City law.
- ii. The use shall be located at least [Add appropriate distance requirement (i.e 250 feet, 500 feet etc.)] from any residential district or existing residential use.
- iii. The use shall be required to include measures to reduce the off-site transmission of

noise, odor, and light.

SECTION 5. Article 4, Chart 1, Table of Uses is amended to include medical cannabis

establishments as follows as shown below:

SECTION 7. Any Table of Contents, Index, Table information, and other page or section

numbering impacted by the amendments herein shall be updated and renumbered as necessary.

Chart 1 USES PERMITTED IN ZONING DISTRICTS (proposed amendments in red)

Use	Zone							
	R-1	R-2	R-3	C-1	C-2	C-3	C-3W	I-L
AGRICULTURAL USES								
Agricultural, Aquacultural and Forestry Production:	X	X	X	X		X	X	X
Agricultural flying service								X
Aquaculture food processing plant								X
Bulk Storage of fuels for on premises agricultural activities								X
Cotton gin, lumber mill, or grain elevator								
Plant nursery and horticultural activities						X		X
DWELLINGS AND ACCESSORIES								
Single Family Detached	X	X	X					
Single Family Attached			X					
Two Family			P					
Townhouse			P					
Multiple Family			P					
Elderly housing, including congregate			P					
Life care facility for elderly			P					
Elderly dependent care facility			P					
Group home for the handicapped			P					
Accessory Buildings and Uses	X	X	P	X	X	X	X	X
Rooming or Boarding House	C	C	C					
Short Term Rental	C	C	C					
Halfway House	C	C	C					
Home Occupations	X	X	X					
INSTITUTIONS								
Cemetery	C	C	C	C		C	C	C
Childcare home	C	C	C					
Church or other place of worship	X	X	X	X	X	X	X	X
College, vocational school, or technical school					P	X	X	X
Government Office or Services	P	P	P	X	X	X	X	X
Post Office Facility	X	X	X	X	X	X	X	X

COMMERCIAL								
Accessory residential above or behind commercial space				P	P	P	P	
Agricultural chemical sales						X		X
Amusement arcade				X	P	X	X	
Automobile Service Station with vehicle wash				P		P		X
Automobile repair				C		C		X
Automobile Sales & Service						C		
Automobile wrecking yard								X
Bakery, Retail				X	P	X	X	
Bail Bonding						C		
Bank, savings and loan, or credit union				X	P	X	X	X
Bar, cocktail lounge, or night club					C	P	P	X
Barber or Beauty Shop				X	P	X	X	X
Bed and Breakfast tourist Home	C	C	C	X	X	X	X	
Bus terminal or repair services					X	X		X
Business and personal services				X	P	X	X	X

Use	Zone							
	R-1	R-2	R-3	C-1	C-2	C-3	C-3W	I-L
Child Care Center				X	C	X	X	
Club or Lodge						X		
Commercial indoor recreation or entertainment				X	P	X	X	X
Commercial outdoor recreation and amusements						P		
Communication Services				X	X	X	X	
Convenience store				P	C	P		P
Cultural, Entertainment, & Recreational				X	P	X	P	X
Department or Discount Store					P			
Drug Store				X	P	X	X	
Dry Cleaning & Laundry Pick-up Station				X	P	X	X	
Dry Cleaning & Laundry					P	X	X	
Exterminating Service				X	P	X	X	
Farmer's market, indoor or outdoor					P	P	P	
Farm equipment heavy equipment sales					X	P		X
Flea market						C		
Flower or Plant Store (indoor)				X	P	X	X	
Funeral Homes				X	C	X	X	
Funeral Homes with crematory						X		
Furniture and appliance store				X	P	X	X	
Grocery and Food Markets				X	P	X	X	
Garage for Auto Repair				X		X		X
General Retail Sales					X	X	X	
General Service and Minor Repair Shop				X	P	X		X
Greenhouse or Nursery-Commercial						X		
Hardware Store				X	X			
Home Improvement Center				X	X			
Hotel or Motel					X			

Indoor Sports and recreation facility						X		
Junkyard								X
Laundry, self service				X	P	X	X	X
Medical or dental office or clinic				X	P	X	X	X
Medical cannabis dispensary						X		
Cannabis research facility						X		
Cannabis testing facility						X		
Offices				X	X			X
Other Retail not listed				X	P	X	P	
Package Liquor Store					P	P		P
Pawn shop						X		
Personal Service Establishment				X	P	X	P	X
Photo-Finishing-Pick-up Station				X	P	X	X	
Print Shop				X	P	X	X	
Professional and research services			C	X	P	X	X	X
Plumbing electrical, heating and ventilating shop						X		X
Radio or TV Studio				X		X	X	X
Recreation vehicles sales and service						P		X
Repair services				X		X		X
Restaurant (Sit Down Dining)				X	P	X	P	X
Restaurant (Drive through Service)				P		P		
Self-storage facility						X		X
Self-storage facility with open area for automobiles, boats and recreational vehicles						P		X
Sexually oriented business								P
Shoe Repair & Tailoring				X	P	X	X	X

Use	Zone							
	R-1	R-2	R-3	C-1	C-2	C-3	C-3W	I-L
Truck sales and service						P		X
Vehicle Wash						X		X
Veterinarians Kennels, Small Animals				X		X		X
Video rental				X	P	X		
INDUSTRIAL								
Cannabis cultivation facility						X		X
Cannabis processing facility								X
Cannabis disposal facility								X
Fabrication, Processing, Packaging, Manufacture, Storage, Or distribution of:								
Boxes, crates, furniture and other similar wood products								X
Clothing, textiles and other fabric products								X
Cosmetics, Drugs, Perfume, Pharmaceuticals, Toiletries, & Related Products								X
Electrical or Electronic Equipment, Appliances & Instruments								X

Fabricated Metal Products & Machinery								X
Food & Beverage Products, except Live Animal Processing								X
Jewelry, Silverware, Musical Instruments, Toys, Sporting Goods, Art Supplies								X
Medical, dental, optical equipment								X
Motor Freight Depot or Terminal								X
Petroleum, Products and Distribution								X
Stone, Clay, Glass and Concrete Products								X
Parcel delivery and service center								X
Printing & Publishing								X
Rubber and Plastic products manufacture								C
Recycling center								X
Recycling Collection Point								X
Utility Substation								X
Warehouse								X
Welding shop						X		X
Wireless communication supporting structures						P		X
Wood products assembly and production								X
Wholesale, Display								X
Wholesale & Distribution								X
Other light industrial uses not listed								C
OTHER USES								
Construction office, temporary	X	X	X	X	X	X	X	X
Dwelling for resident watchman or caretaker					C			X
Family Care Home	C	C	C					
Group Child Care Home	C	C	C					
Homeowners or property owner's association recreation Facility	X	X	X					
Planned Development	P	P	P	P	P	P	P	P
Public Assembly Facility								
Temporary emergency, construction and repair residence (year limit)	X	X	X					
Utility transmission, production, treatment or distribution facility	P	P	P	P	P	P	P	P
X = Uses Permitted by Right P = Requires Site Plan Approval C = All of these uses require special Planning Commission approval as to location and screening * = Requires specific design considerations								

John Caldwell
Northern District Commissioner

James M. Turner
District 2 Engineer

P. O. Box 660
Batesville, MS 38606-0660
Telephone (662) 563-4541
FAX (662) 563-0138



Brad White
Executive Director

Brian D. Ratliff
Deputy Executive Director/Chief Engineer

Lisa M. Hancock
Deputy Executive Director/Administration

GoMDOT.com

June 6, 2022

Mayor Andrew Dulaney
Town of Tunica
PO Box 395
Tunica, MS 38676

RE: STP-0125-00(013)LPA 109167-701000
Old US HWY 61 Sidewalk
Tunica County

Dear Mayor Dulaney,

Please find enclosed an original MOA for the above referenced project. You may now proceed to step 2 of the project activation as outlined on page 12 of the Project Development Manual. If you intend to use the services of a Professional Consultant to complete step 2, the professional Consultant must be licensed in the State of Mississippi, have a certificate from the LPA Process Training and Certification that is not older than 2 years.

If you have any questions, please contact me at 662-563-4541.

Sincerely,

A handwritten signature in red ink, appearing to read "Brian Copeland", is written over a horizontal line.

Brian Copeland
District LPA Engineer

Cc:

File

Memorandum of Agreement
STP-0125-00(013)LPA 109167-701000
Old US HWY 61 Sidewalk
Town of Tunica

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "Commission"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and **Town of Tunica** (hereinafter referred to as the "LPA"), for the purpose of establishing the terms under which the LPA may utilize federal funds to complete the proposed project as described below, effective as of the date of the last execution by the Commission.

WHEREAS, the Commission has oversight responsibility and authority over federal funds that are available for local public agency projects; and

WHEREAS, the LPA intends to develop and construct a 10' sidewalk along Old US HWY 61 from Peabody Avenue to Beatline Road; (hereinafter referred to as the "Project"), and the Commission intends to allow the LPA access to available federal funds and manage the Project under the terms and provisions of this Memorandum of Agreement; and

WHEREAS, it is anticipated that approximately \$376,000.00 in federal funds (80% grant match and 20% local match) are available for the construction of the Project, and that the above mentioned federal funds may be rescinded if they are not obligated on or before December 31, 2023, and that the above funds are subject to normal rescissions and obligational limitations; and

WHEREAS, the LPA will be responsible for all Project costs over and above the maximum amount of federal funds allocated to the Project by the Commission;

WHEREAS, the Commission and the LPA desire to set forth, by this Agreement, more fully, the agreements of the parties by which the Project will be developed and completed; and

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the Commission enter into this Memorandum of Agreement for the use of the currently available federal funds and any future federal funds that may be allocated to this Project, agree and covenant as follows:

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, hereby contracts, covenants and binds itself to the following responsibilities, duties, terms and conditions:

1. The LPA shall immediately designate a full time employee of the LPA as the Project Director, who will serve as the person responsible for completion of all phases of the Project and will coordinate all Project activities with the MDOT District LPA Engineer.

2. The LPA shall promptly follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies that are necessary for the Project including, but not limited to, project activation, reporting requirements for federal awards (including the single audit), consultant selection, necessary permits, environmental process, preliminary design, right-of-way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out activities.
3. The LPA shall submit to MDOT four (4) complete sets of as-built plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.
4. The LPA shall be responsible for all maintenance and operation of the Project during and after completion so that the federal investment in the Project is preserved. If maintenance is not performed, as appropriate, future federal funds may be withheld for any projects in the jurisdiction of the local agency, or the Commission may seek recovery of federal funds through all available legal actions.
5. The LPA shall follow and abide by any and all federal requirements, specifically, but not limited to, the provisions that no retainage shall be withheld from installment payments to the construction contractor.
6. The LPA agrees that if any act or omission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.
7. In compliance with State Law, the LPA shall pay all payments owed to Contractors and Consultants according to the terms of the contract, and in all instances payments shall be made within forty-five (45) days from the day they were due and payable. MDOT reserves the right to withhold reimbursement until adequate proof of payment has been produced by the LPA.

Excepted from this requirement are payments to railroads for any work included in the Project. Payments to railroads, their consultants or contractors, for work included in the Project, may be made by MDOT, at its sole discretion. Payments made by MDOT to railroads, their consultants or contractors shall come from the funds obligated for the Project.
8. The LPA shall be solely responsible for payment of any and all funds required to complete the Project, over and above the available federal funds for the Project.
9. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the Commission, the Department of Employment Security, the Department of Revenue, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in

a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

10. The LPA will be required to acknowledge MDOT and FHWA in all public relations efforts for the Project including press releases, materials for groundbreakings, ribbon cuttings or other public events and any other public information or media resources by notifying the MDOT Public Affairs Division, via telephone at 601-359-7074 or by electronic mail at comments@mdot.ms.gov. At a minimum, the following example sentence should be included:

"This project was funded (partially) by the Mississippi Department of Transportation and the Federal Highway Administration."

When appropriate, an invitation should be extended to MDOT Public Affairs for the Transportation Commissioner, MDOT Executive Director or other designee to speak at any official public ceremony for this Project.

11. The LPA agrees that if the Project is not kept upon a schedule that meets MDOT guidelines, then the funds allocated to the Project may be rescinded. If the Project funds are rescinded, then the LPA may be required to refund any amounts paid unto the LPA by MDOT. The MDOT guidelines are derived from Title 23, United States Code, Section 102(b) and Title 23, Code of Federal Regulations, Part 630.112(c)(2).

12. The LPA will be required to submit to the District LPA Engineer monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work that has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule that will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards to prevent fraud and overpayments. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

14. The LPA agrees that any planning studies prepared or produced, as part of, or in conjunction with, this Project, shall in no way obligate the Commission to any other terms or conditions other than those stated herein.

15. The LPA, being classified as a lower tier participant in federal funding, certifies, by execution of this agreement, that neither it nor those individuals or entities with which it contracts are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

16. The LPA agrees that it will require that engineering plans prepared for the construction of the Project be signed and sealed by the professional engineer responsible

for preparation of the plans. This requirement applies to the engineer assigned to the Project by a consulting engineering firm under contract to the LPA, or to an engineer that is a full-time, or part-time employee of the LPA. Further, the LPA agrees that it is solely responsible for errors and omissions that occur during Project development or during construction, regardless of any review or oversight activity on the part of MTC/MDOT.

17. The LPA agrees that once construction of the Project has commenced, the LPA is responsible for the Project being completed according to the plans and specifications, addenda or supplemental agreement as amended. The LPA acknowledges and agrees that this responsibility continues after the federal funds provided through MDOT are exhausted.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC/MDOT and FHWA approval.
2. Approve permit applications that meet with MDOT standards that are necessary to allow the LPA access to the property of the Commission for the purposes of constructing the proposed transportation improvements. The Commission may enter into an appropriate agreement in its discretion.
3. Work with the LPA, through the District LPA Engineer, during the various phases of the work with the goal of producing a project that will be acceptable to the Commission upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the Project to progress in an orderly fashion. The review and oversight conducted by MTC does not relieve the LPA from its full responsibility for the proper design and construction of the Project.
5. During the progress of the Project, assist the LPA in obtaining reimbursements of federal funding for any project cost that is eligible for reimbursement.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.
7. At its discretion, make payments directly to railroad companies, their consultants or contractors for work on railroads included in the Project. The payments made shall come from Project funds obligated for the Project.

ARTICLE II. GENERAL PROVISIONS

A. The Commission shall have the right to audit all accounts associated with the Project, and should there be any overpayment by the Commission to the LPA, the LPA agrees to refund any such overpayment within thirty (30) days of written notification. Should the LPA fail to reimburse the Commission, the Commission shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Agreement shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice given by the LPA, shall not, however, cancel any contract made by the LPA that is to further the purpose of this agreement and that is underway at the time of termination. Any construction contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total, legal and financial responsibility for any such contract. Additionally, funds may be suspended or terminated under the provisions of Section F of this Article.

C. It is understood that this is a Memorandum of Agreement and that more specific requirements for the development and construction of the transportation improvement Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. Should the LPA miss the obligation deadline set in this MOU, the Commission reserves the right to refuse to obligate funds for the Project.

E. The Executive Director of MDOT is authorized to withhold federal funds for the Project for failure of the LPA, its consultants, or its contractor to follow the requirements of the Standard Specifications for Road and Bridge Construction, latest edition, or the latest online LPA Project Development Manual.

F. Before federal funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions that make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions set forth in the Director's notice, within fifteen (15) calendar days after notice is given, the Executive Director may declare the federal funds suspended for the Project and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the Project terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five day period.

G. In the event that circumstances call for MDOT to expend staff time and other resources to address issues on the Project, then MDOT time may be charged to the Project. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the amount of funds available to reimburse the LPA, and therefore the LPA's contribution to the Project may increase.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
Mayor Andrew Dulaney
Town of Tunica
PO Box 395
Tunica, MS 38676
Phone: 662-363-2432

For Technical Matters:

COMMISSION:
District LPA Engineer – District 2
MDOT
PO BOX 660
Batesville, MS 38606
Phone: (662) 563-4541
Fax: (662) 563-0138

LPA:
Thomas J. Robinson III
Town of Tunica
PO Box 395
Tunica, MS 38676
Phone: 662-363-2432

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the Commission is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Commission by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the Commission, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The Commission executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the Commission and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Agreement shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Agreement.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the 17th day of May, 2022.

Town of Tunica



Mayor Andrew Dulaney


Attested:



(Appropriate clerk etc.)

So agreed this the 31 day of May, 2022.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director



Bradley R. White
Executive Director
Mississippi Department of Transportation

Book 22, Page 556,



600 East Amite Street

Suite 104

Jackson MS 39201

601.353.5854

800.325.7641

Fax 601.353.6980

www.mmlonline.com

PRESIDENT

Mayor Errick D. Simmons
City of Greenville

FIRST VICE PRESIDENT

Mayor Carolyn McAdams
City of Greenwood

SECOND VICE PRESIDENT

Mayor Toby Barker
City of Hattiesburg

EXECUTIVE DIRECTOR

Shari T. Veazey

ATTENTION CITY CLERK

MML 2022 Election of MML 2nd Vice President Voting Delegate/Alternates Information

On Tuesday, June 28th, 2022, at the MML Annual Conference, an election will be held to select the MML 2nd Vice President. Each member city in good standing (dues are paid in full by May 15, 2022) must identify a voting delegate, along with an alternate. **The list of qualifying candidates is attached.**

To participate in the election, MML must receive this completed form by June 22, 2022.

Important: All voting delegates & alternates must text the keyword **MMLVote2022** to **888-994-1931** to register as a voting delegate for the 2022 election of MML's 2nd Vice President. Voting delegates will be updated on the status of the election by text message.

City/Town of Tunica

PLEASE PRINT:

Voting Delegate Name/Title: Andrew Dulancy, Mayor
Cell Phone Number: (662) 519-1491

Alternate Name/Title: Daniel Pierce, Vice-Mayor
Cell Phone Number: (662) 671-4994

IF THE APPOINTED VOTING DELEGATE HAS NOT CAST HIS OR HER VOTE BY 3PM ON TUESDAY, JUNE 28TH, 2022, THE ALTERNATE VOTING DELEGATE WILL AUTOMATICALLY BE ALLOWED TO CAST THE VOTE FOR MML 2ND VICE PRESIDENT.

**Return by Mail or Fax to:
The Mississippi Municipal League
600 E. Amite Street, Suite 104
Jackson, Mississippi 39201
OR
FAX: (601) 353-6980**

Summary Terms & Conditions: Our mobile text messages are intended for subscribers over the age of 18 and are delivered via USA toll free number 8889941931. You may receive up to 5 message(s) per month for text alerts. Message and data rates may apply. This service is available to persons with text-capable phones subscribing to carriers including AT&T, Verizon Wireless, T-Mobile®, Sprint, Virgin Mobile USA, Cincinnati Bell, Centennial Wireless, Unicel, U.S. Cellular®, and Boost. For help, text HELP to 8889941931, email samantha@mmlonline.com, or call +1 6013972009. You may stop your mobile subscription at any time by text messaging STOP to toll free number 8889941931. To opt back in, text "UNSTOP" followed by the keyword to toll free number 8889941931.

RESOLUTION

RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE 2022 VOTING DELEGATES FOR THE TOWN OF TUNICA

WHEREAS, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention to elect a President from the Central District; and

WHEREAS, the amended bylaws require the governing authority (Board of Aldermen) to designate in its minutes the voting delegate and two alternates to cast the vote for each member municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE TOWN OF TUNICA;

In accordance with the bylaws of the Mississippi Municipal League, the voting delegates for the 2022 Mississippi Municipal League election to be held at the annual convention on June 28th are as follows:

Voting Delegate:	Andrew T. Dulaney, Mayor
First Alternate:	Daniel Pierce, Alderman/Vice-Mayor
Second Alternate:	None

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Alderman Hartsfield, seconded by Alderman Turner, and was adopted by the following vote, to-wit:

Turner, aye; Hartsfield, aye; Fyfe, aye; Fullilove, aye; and Pierce, aye, the yeas being 5 and the nays being 0.

The above and foregoing Resolution having been submitted to and approved by the Mayor and Board of Aldermen, this 17th day of May 2022.

ATTEST:



Town Clerk

APPROVED:



Mayor



MML Candidates for 2022 Election of 2nd Vice-President

Central District

- *Mayor Sally Garland, Crystal Springs*
- *Mayor Billy Nowell, Cleveland*

Town of Tunica
2022 Grass Cutting Proposal

The Town of Tunica will receive competitive quotes/proposals on or before May 10, 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. Cut 3 properties (Peabody Road Field, MDOT Field, and Academy Estates Lot) 1 time a month—times may be adjusted based on agreement depending on circumstances;
2. Term – May 1 through October 31;
3. Price per cutting:
 - a. Peabody Road Field: \$ 900⁰⁰
 - b. MDOT Field: \$ 1175⁰⁰
 - c. Academy Estates Lot: \$ 275⁰⁰All payments will be made a month in arrears.
4. Required to carry insurance – liability – minimum of \$1,000,000 of coverage with the Town of Tunica to be listed as additional insured, etc.

The below named entity submits its proposal to the Town of Tunica for grass cutting 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 May 31, 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 grass cutting services.

Jeff Bailey
Name of Company


Signature of Authorized Representative

1145 Sycamore
Address

Tunica Ms 38676
City/State/Zip

662-910-7450
Telephone

Town of Tunica
2022 Grass Cutting Proposal

The Town of Tunica will receive competitive quotes/proposals on or before May 10, 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. Cut 3 properties (Peabody Road Field, MDOT Field, and Academy Estates Lot) 1 time a month—times may be adjusted based on agreement depending on circumstances;
2. Term – May 1 through October 31;
3. Price per cutting:
 - a. Peabody Road Field: \$ 1000⁰⁰
 - b. MDOT Field: \$ 1200⁰⁰
 - c. Academy Estates Lot: \$ 300⁰⁰All payments will be made a month in arrears.
4. Required to carry insurance – liability – minimum of \$1,000,000 of coverage with the Town of Tunica to be listed as additional insured, etc.

The below named entity submits its proposal to the Town of Tunica for grass cutting 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 May 31, 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 grass cutting services.

Steve O'Neal

Name of Company

Steve O'Neal

Signature of Authorized Representative

PO Box 1138

Address

Tunica Ms 38676

City/State/Zip

662-363-6182

Telephone