

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, APRIL 19, 2011 - 7:00 P.M.
MUNICIPAL COURTROOM – 305 MONROE STREET**

WELCOME AND CALL TO ORDER Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The invocation was led by Alderwoman Peace followed by the pledge of allegiance to the flag led by Alderman Morgan.

ROLL CALL City Clerk, Russell Wall

Present: Jehu Brabham – Alderman-at-Large
 Tony Hisaw – Alderman Ward 1
 Tony Greer – Alderman Ward 2
 William O Barnett – Alderman Ward 3
 Kathy Peace – Alderwoman Ward 4
 Mike Morgan – Alderman Ward 5
 Mike Cashion – Alderman Ward 6

APPROVAL OF CONSENT AGENDA ITEMS A - F

MOTION made by Alderman Greer and **SECONDED** by Alderman Brabham to approve the Consent Agenda Items A-F. **MOTION CARRIED UNANIMOUSLY**

**REQUEST AUTHORIZATION TO DISPOSE OF THE ASSETS ON THE ATTACHED
REMOVAL OF ASSET REQUEST FORM, AND TO REMOVE THEM FROM THE
CITY ASSET INVENTORY**

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Cashion the board approved a request of authorization to dispose of assets on the attached Removal of Asset Request Form and further authorized the assets be removed from the City Asset Inventory. **MOTION CARRIED UNANIMOUSLY**

ACCEPT A DONATION OF \$4,886.04 FROM THE CLINTON BASEBALL ASSOCIATION FOR THE FIELD 6 WATER LINE AND THE DEMOLITION OF THE FIELD 6 PRESS BOXES

Upon presentation by Ray Holloway, Director of Parks and Recreation, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer the board accepted a donation of \$4,886.04 from the Clinton Baseball Association for the field 6 water line and the demolition of the field 6 press boxes. **MOTION CARRIED UNANIMOUSLY**

ACCEPT A DONATION OF \$930.00 FROM THE CLINTON SOCCER ASSOCIATION

Upon presentation by Ray Holloway, Director of Parks and Recreation, **MOTION** made by Alderman Cashion and **SECONDED** by Alderwoman Peace the board accepted a donation of \$930.00 from the Clinton Soccer Association. **MOTION CARRIED UNANIMOUSLY**

ACCEPTANCE AND APPROVAL OF CONTRACT FOR SERVICE WITH SHENANDOAH FOR SERVICES AT THE JULY 2, 2011 ANNUAL CLINTON FAMILY FIREWORKS EXTRAVAGANZA

Upon presentation by Ray Holloway, Director of Parks and Recreation, **MOTION** made by Alderman Brabham and **SECONDED** by Alderwoman Peace the board accepted and approved a Contract for Services with Shenandoah for services at the July 2, 2011 Annual Clinton Family Fireworks Extravaganza. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZE THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN MISSISSIPPI DEPARTMENT OF TRANSPORTATION AND THE CITY OF CLINTON, MISSISSIPPI FOR THE HAMPSTEAD BOULEVARD – PHASE II PROJECT

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham the board authorized the Mayor to execute a Memorandum of Understanding between Mississippi Department of Transportation and the City of Clinton, Mississippi for the Hampstead Boulevard – Phase II project. **MOTION CARRIED UNANIMOUSLY**

OTHER BUSINESS

**APPROVE A RESOLUTION REQUESTING THE GOVERNOR TO PROCLAIM A
STATE OF EMERGENCY IN THE CITY OF CLINTON, MISSISSIPPI TO OBTAIN
STATE AND FEDERAL ASSISTANCE AS A RESULT OF THE APRIL 15, 2011
TORNADO**

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Greer the board approved a resolution requesting the Governor to proclaim a State of Emergency in the City of Clinton, Mississippi to obtain state and federal assistance as a result of the April 15, 2011 tornado. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:24 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderman Greer to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held on May 3, 2011 at 7:00 pm. **MOTION CARRIED UNANIMOUSLY**

APPROVED: _____

Rosemary G. Aultman, Mayor

Date

ATTEST: _____

Russell L. Wall, City Clerk

Date



REMOVAL OF ASSET REQUEST FORM**APRIL 19TH, 2011 MEETING OF THE BOARD OF ALDERMEN**

DEPARTMENT	ASSET TAG #	DESCRIPTION (INCLUDE MAKE, MODEL, & SERIAL # - IF AVAILABLE)
FIRE DEPT	02443	Recliner (Station #1)
FIRE DEPT	02445	Sofa (Station #1)
FIRE DEPT	02447	Sofa (Station #1)
FIRE DEPT	02448	Recliner (Station #1)
FIRE DEPT	02509	Roper Washing Machine (Station #3)
FIRE DEPT	02597	Metal Desk
FIRE DEPT		Toshiba TV (Station #2)
FIRE DEPT	NA	10 Sections - 4" x 100' Fire Hose
FIRE DEPT	NA	5 Sections - 1 3/4" x 100' Fire Hose
PARKS & REC	02801	Big Tex 6'6" x 10' Trailer - Model 355A
PARKS & REC		1993 Ford Crown Vic - VIN# 2FACP71W8PX135054
PARKS & REC	02767	LMC 5' Tiller - Model P60
PARKS & REC	PR0112	HP Business Inkjet 2200 Printer - Serial # SG095110HC
PARKS & REC	03791	Canon ImageRunner 330S Printer
PARKS & REC	PR0006	OKI Printing Solutions - Model C3400
PARKS & REC	PR0007	OKI Printing Solutions - Model C3400
PARKS & REC	01503	Mita Copier - Serial # 37005039
PARKS & REC	03402	HP LaserJet 1200 Printer
PARKS & REC	0004 / 0007	Wood Desk - Left Corner
PARKS & REC	NA	24 Light Fixtures from Baseball Field #6
ADMIN	04390	HP Pentium 4 PC Tower - Serial # MXD33706F4
ADMIN	AD0010	Compaq Pentium 4 PC Tower - Serial # 7P2BKKML804H
ADMIN		Canon CFX-L4000 Fax Machine - Serial # UXM 52806
ADMIN		Compaq Pentium 3 PC Tower - Serial # X143D4SZA564
ADMIN		IBM ThinkCentre PC - Serial # 819395U KCHA16N
ADMIN	04866	Compaq Optiplex GX280 PC Tower - Serial # 7P2BKKMLK0E6
ADMIN		Compaq Optiplex GX280 PC Tower - Serial # 7P2BKKML500A
ADMIN	03469	Compaq EVO PC - Serial # U223KGLZA060
ADMIN	03019	Eclipse Overhead Projector AI-2001
ADMIN		Computone IntelliPort II - Serial # 4059693
ADMIN	03025	Tron FS/2 Port Meter Device - Model H-0844-6000 SN# 4450013126
ADMIN	03024	Tron FS/2 Port Meter Device - Model H-0844-6000 SN# 4450013276
ADMIN	03326	Tron FS/2 Port Meter Device - Model H-0844-6000 SN# 4450013135
ADMIN	02824	Epson Check Imprinter - Model M115A - Serial # 2VG0022681

REMOVAL OF ASSET REQUEST FORM**APRIL 19TH, 2011 MEETING OF THE BOARD OF ALDERMEN**

DEPARTMENT	ASSET TAG #	DESCRIPTION (INCLUDE MAKE, MODEL, & SERIAL # - IF AVAILABLE)
ADMIN	02825	Epson Check Imprinter - Model M115A - Serial # 2VG0023314
ADMIN		Hoover WindTunnel Vacuum - Serial # 060700002191
ADMIN	04597	DTK PC Tower
ADMIN	AD0005	DELL PC Tower - Serial # 71G7X51
ADMIN	AD0117	Lenovo ThinkCentre Desktop PC - Serial # MJ06855
ADMIN	CD0081	Dell Inspiron 5000 Laptop - Model PPM
ADMIN	02842	AST Ascentia M-Series Laptop - Serial # 358100845326
ADMIN	03204	Compaq Series PP2150 Laptop - Serial # 9X32LDLZF0RT
ADMIN	AD0004	Dell Printer Laser 1700 - Serial # 0N4387
ADMIN	03787	OkiData Microline 320 Turbo Printer - Serial # 001B2605452
ADMIN		Acer Flatbed Scanner - Mod 6687 - SN # 916852401A73900545HS7000
ADMIN		IBM ImageWriter 1500 - Serial # 11-KG308
ADMIN	AD0002	Acer AL1714 Monitor - Serial # 180910253901266PQ43
ADMIN		Gateway EV500A Monitor - Serial # 15017A392917
ADMIN		Epson DFX 5000 Fax
ADMIN		HP Pavilion M90 Monitor - Serial # SM85101226
ADMIN	03775	Dell M5200 Laser Printer - Service Tag # CQYY261
ADMIN	AD0013	Office Chair (Black)
ADMIN	04765	HP LaserJet 1200 Printer
ADMIN	03468	Compaq EVO PC - Serial # 7P2BKKML8010
POLICE	PD0124	Acer AL1716 Monitor - Serial # 73204110040
POLICE	04225	Dell Inspiron 2200 Laptop
POLICE	04226	Dell Inspiron 2200 Laptop
POLICE	04223	Dell Inspiron 2200 Laptop
POLICE	04221	Dell Inspiron 2200 Laptop
POLICE	PD0194	IBM ThinkPad Laptop - Serial # AK-VK79D
POLICE	PD0374	IBM ThinkPad Laptop - Serial # L3-B2254
POLICE	PD0170	Compaq EVO D300V - Serial # 7P28KH78804G
POLICE	PD0201	Lenovo ThinkCentre Desktop PC - Serial # LKFHCMV
POLICE	C5073	Dell OptiPlex GX620 - Serial # JZR8P91
POLICE	PD0338	Olympus Digital Voice Recorder
POLICE	04220	Dell Inspiron 2200 Laptop
POLICE	PD0357	Genesis I - Serial # G-7787
POLICE	PD0122	NEC LCD Monitor - Serial # 1Z05745GA



ENGAGEMENT AGREEMENT

P.O. Box 740843
Tuscumbia, AL 35674

1. AGREEMENT made this _____ day of _____ between Shenandoah
(herein referred to as Artist) and City of Clinton, MS (herein referred to as Purchaser).
a. Venue Fireworks Extravaganza
b. Address Clinton MS

2. DATE(S) OF ENGAGEMENT:
a. Date(s) 7/2/2011
b. Showtime(s) _____ c. Length 75

3. JOB DESCRIPTION Country music performance Number of Performances 1

4. ARTIST-INDEPENDENT CONTRACTOR
Artist shall at all times have complete supervision, direction and control over the service of his personnel
On this engagement and expressly reserves the right to control the manner, means and details of the
performance of services to fulfill the entertainment requirements. The Artist executes this agreement
as an independent contractor, not as an employee of the Purchaser.

5. GROSS COMPENSATION (in US Dollars) \$7,500 **FOR OFFICE ONLY**
Deposit Received
Date
Amount
a. Unless otherwise specified, contract price shall include agent's commission.
b. Gross compensation to artist is to be paid as follows:
BINDER of \$3,750 to be received on or before with signed contract
DEPOSIT of _____ to be received on or before 30 days prior to show
Binders and deposits to be made payable to 'Disappearing Inc Escrow Account' by money order,
cashier's check or certified check. BALANCE of \$3,750 is due UPON DEMAND on day
of engagement in cash or cashier's check made payable to the Artist. THIS BALANCE IS
GUARANTEED RAIN OR SHINE. NO PERSONAL CHECKS WILL BE ACCEPTED.
c. TICKET PRICES n/a
d. CAPACITY n/a e. GROSS POTENTIAL n/a

IF THE ACTUAL TICKET PRICE OR CAPACITY VARIES FROM THAT STATED IN THIS
CONTRACT, THEN THIS AGREEMENT IS VOID.

6. OTHER CONSIDERATIONS:
a. If a contract rider is attached, that rider is a part of this contract, and it must be reviewed, signed by
Purchaser and returned to the Artist's representative with this contract. In the event of conflict
between the provision(s) of this contract and said rider, the provision(s) of the said rider shall govern.
b. Any appearance for any reason whatsoever other than herein stated times and places must be approved
by Artist prior to show date. If agreed upon, it must be inserted in contract.
c. SPECIAL PROVISIONS:

Buyer to provide 3 hotel rooms
Buyer to take zero 0% of artist's merch

7. THIS ENGAGEMENT IS NOT TO BE ADVERTISED OR PUBLICIZED IN ANY MANNER OR
FORM UNTIL THIS CONTRACT IS FULLY PROCESSED AND SIGNED BY BOTH PARTIES.
THIS CONTRACT BECOMES VOID IF PURCHASER FAILS TO SIGN AND RETURN SAME
WITHIN 10 DAYS OF DATE ISSUED. DO NOT SIGN UNTIL YOU HAVE READ BOTH FRONT
AND BACK OF THIS AGREEMENT AND ALL RIDERS.

8. We acknowledge and confirm that we have read and approved the terms and conditions set forth in this
contract.

TAX ID# Disappearing Inc. 62-1343431

Purchaser's Signature [Signature] Artist Signature [Signature]
Purchaser's Name Mike McGuire
Address P.O. Box 740843
City/State Tuscumbia, AL Zip 35674
Telephone 615-415-6109
Purchaser's Address CITY OF CLINTON
PARKS/RECREATION DEPT.
P.O. BOX 156
CLINTON, MS 39060
(601) 924-6082
Contact: Ray Holloway



SHENANDOAH RIDER

THIS RIDER IS AN INTEGRAL PART OF YOUR CONTRACT AND MAY NOT BE ALTERED WITHOUT WRITTEN APPROVAL OF SHENANDOAH, IT'S MANAGER OR ROAD MANAGER OR PURCHASER. PLEASE READ THOROUGHLY AND CALL MIKE McGUIRE IMMEDIATELY TO DISCUSS ANY REQUESTS FOR CHANGES IN THIS CONTRACT. (615) 415-6109

1. ADVERTISING

(A) PURCHASER shall use only photographs, bios, graphics, and ad mats supplied by ARTIST's representative for publicity, advertising and promotion of engagement.

(B) The name, photograph, or other likeness of ARTIST may not be used or associated, directly or indirectly, with any product or service or in conjunction with any sponsor of PURCHASER or the venue, nor may it be used in or on any program or souvenir for sale without prior written consent of ARTIST's representatives.

2. PERFORMANCE CONSIDERATION

(A) ARTIST's obligation to perform is subject to prevention due to sickness, inability to perform as a result of accident or transportation, acts of God, inclement weather, riots, strikes, labor difficulties, epidemics, and any act or order of any public authority beyond ARTIST's control. If ARTIST is ready, willing and able to perform, PURCHASER must pay ARTIST in full regardless of any reason for cancellation of the subject performance. A scheduled rain date must be negotiated apart from this rider before the date of the engagement between PURCHASER and the BOOKING AGENT.

(B) If at any time the ARTIST's Road Manager determines that the stage hands, facility, or security is being handled in an unsafe manner which, in his judgment, could cause harm to audience or performers, Road Manager shall have the right to halt work or performances.

(C) With respect to outdoor engagements, PURCHASER shall provide an adequate cover for the stage, subject to Road Manager approval, cover for front of house mixing position and provide adequate covering for all equipment that is subject to inclement weather. Should inclement weather, (rain, cold, etc.) create an unsafe and/or unhealthful condition, Road Manager may also halt performance. If any of these conditions cannot be corrected PURCHASER shall pay full contracted price as shown on face of the contract and hold harmless ARTIST, it's management and subcontractors from any violation of union agreements/wage disputes, etc., arising out of such an event.

3. INSURANCE and PERMITS

(A) PURCHASER agrees to maintain in full force a liability insurance policy for the venue that adequately covers injuries, including accidental death, from the time ARTIST's representatives and employees enter site until the last person leaves such site. PURCHASER further agrees to maintain adequate insurance for property damages. (Insurance cancelable only if agreed to in writing by ARTIST)

(B) PURCHASER agrees to indemnify and hold harmless ARTIST and it's licensees, agents and any affiliate from and against any and all costs, damages, losses, claims, fines, penalties or other expenses, including attorney fees incurred whether or not suit is brought, occurring by reason of (i) PURCHASER'S breach of paragraph 3 (A) above, or (ii) any injury to any person or property occasioned by any act or omission of PURCHASER or any agents, guests, employees or persons, firms or companies contracting with PURCHASER.

(C) PURCHASER shall obtain all licenses, permits, certificates, authorizations or other approvals required from any union guild, public authority, performing rights societies or other entity having jurisdiction over the engagement. Any and all liability arising from failure of PURCHASER to perform these obligations shall be solely the responsibility of PURCHASER and same shall hold ARTIST, and any party claiming through ARTIST, wholly harmless therefrom.

4. INTERVIEWS/RECORDINGS

(A) PURCHASER may not commit ARTIST to any interviews or personal appearances of any kind without prior consent. All request should be referred to Jim Seales @ 256-335-5094 email topjymee@aol.com.

(B) ALL BROADCASTING OR RECORDING, AUDIO OR VIDEO, OF ANY PERFORMANCE WITHOUT ARTIST'S OR ARTIST'S RECORD LABEL'S PRIOR WRITTEN CONSENT IS STRICTLY PROHIBITED.

5. MERCHANDISING

(A) PURCHASER shall provide adequate space (away from load out area), tables, adequate lighting, and security for ARTIST's merchandiser and agrees that merchandiser shall have the sole and exclusive rights to sell, at or around the venue on the day of performance, merchandise including, but not limited to, souvenir books, phonograph recordings and other items of merchandise prior to, during and after each performance. Security must be provided for this area to keep the line moving in an orderly fashion.

6. LOAD-IN and SOUND CHECK

(A) There should be adequate parking for a 45' tour bus as close to stage entrance as possible

(B) PURCHASER or authorized agent should be present at prearranged load-in time. ARTIST shall have at least five (5) hours prior to doors opening at venue for load-in and proper sound check. ARTIST should be allowed one and a half (1 1/2) hours sound check.

(C) PURCHASER will provide at least four (4) stagehands to assist with load-in and load-out OF ARTIST'S EQUIPMENT. (SEE TECH RIDER)

(D) ARTIST will take into serious consideration local curfews and sound level laws and adhere to same as closely as possible.

(E) Upon completion of sound check, unless prearranged with Road Manager, equipment and accessories shall not be moved, disconnected, used, or altered in any way without express consent of ARTIST's Road Manager.

7. TRANSPORTATION

(A) PURCHASER shall provide a runner with a van as needed for transportation to and from hotel and venue for load-in, sound check, and any other needs of the Road Manager and ARTIST.

(B) In the event ARTIST is required to fly to the location of the performance, PURCHASER agrees to provide ground transportation from the airport sufficient to carry eight (8) people with luggage and a moderate amount of musical equipment.

8. SECURITY

(A) PURCHASER will provide at no cost to ARTIST, three (3) qualified security people. Security to meet with Road Manager for instructions the day of show.

(B) Back stage area must be secure and closed to anyone not working directly with the production of the show. ARTIST's Road Manager will issue backstage passes and only they will be honored unless mutually specified. THIS IS MANDATORY!

9. FIRE REQUIREMENTS

(A) All fire exits must be totally accessible to the public, working staff of the venue, band, and crew.

10. DRESSING ROOMS

(A) PURCHASER shall provide a clean dressing room near the stage area for ARTIST, preferably with chairs, mirrors, sinks, soap, and ten (10) clean towels for use during the performance (THIS IS MANDATORY) and at least 10 plastic cups for on-stage beverages.

(B) Road Manager and/or PURCHASER may request security at the dressing room while ARTIST is there.

11. COMPLEMENTARY TICKETS

(A) PURCHASER agrees, if asked, to provide ARTIST with up to twenty (20) comp tickets between the 10th and 15th rows.

12. FOOD AND BEVERAGE

(A) PURCHASER agrees to provide a hot meal for eight (8) people, one gallon of spring water, one case of spring water in small bottles, twelve pack of Dr. Pepper, twelve pack of either regular Coke, Pepsi or other cola, one ~~(1) case of Bud Light beer (cans only please)~~ 1/2 case of any imported beer. Also 2 large bags of ice for bus coolers.

(B) One deli tray with bread and appropriate condiments following the show.

13. HOTEL ACCOMMODATIONS

(A) If hotels are to be provided by PURCHASER:

i. Overnight-8 single rooms

ii. Clean Up Only-2 double rooms and one single (3 total)

iii. Early check-in is required and mandatory unless specified by ROAD MANAGER.

(B) Motels should be quality of Holiday Inn, Ramada etc., with Restaurant on premise if possible and parking for a 45 foot tour bus.

(C) EARLY CHECK-IN IS MANDATORY! Most hotel check in times are 3:00 to 5:00 PM. This will not work! Check in must be 10:00am at the latest.

E. MONITOR SYSTEM:

1. Minimum 32 channel input by 10 Output group. System will consist of monitor console, amps, mics, stands, and all necessary cables etc. THIS IS MANDATORY !
2. One (1) Stereo Reverb unit. (Yamaha) ARTIST WILL NOT BE SHARING MONITOR CHANNELS with other acts.

3. MICROPHONES:

- a. One(1) Shure SM 58
- b. Five (5) Shure Beta 87C or SM 57
- c. Three (3) Shure SM 81
- d. Eight (8) Active/Direct boxes
- e. Seven (7) tall boom Mic stands
- f. Three(3) Short boom stands

ARTISTS' sound engineer must have total access to and control of all audio systems connected to this production.

F. LIGHTING SYSTEM

1. A standing two (2) truss 64 K rig.
2. Two super trouser style spotlights with color boomerangs.
3. Light contractor must provide experienced operators.
4. Clear-com must be provided between spotlights, house lights, and the lighting director. A clear-com headset must be available next to the stage for the road manager to call follow-spot cues. Separate from any audio and video intercom.
5. LIGHT CONTRACTOR must provide qualified lighting director for ARTIST performance. Any questions concerning lighting requirements or for any further information contact: FOH Michael Allen @ 615-430-0024 during normal business hours. Sound and light engineers must have access to all equipment and facilities on premises with NO EXCEPTIONS, and will be in complete control of the equipment for ARTISTS' show. Any deviation from the sound or lighting requirements must be approved by the Road Manager or F.O.H. Engineer in advance.

G. GENERAL

Many buyers/promoters are understandably concerned about excessive production costs. Please note that this is not a "wish list" production rider. All above items are required.

Any questions regarding this technical rider should be directed to Jim Seales @ 256-335-5094 , e-mail topjymee@aol.com. Questions may also be directed to Bart Barlettano (F.O.H. Engineer) at 615-289-7090, e-mail musicnationinc@aol.com

Please make calls during normal business hours.

BUYER

Rosemary G. Acetman Date 4-20-2011

DISAPPEARING INC. _____ Date _____

Day of show balances need to be made payable to: DISAPPEARING INC.



SHENANDOAH TECHNICAL REQUIREMENTS

The following technical requirements are considered part of the ARTISTS' contract with BUYER, and are necessary to assure a quality production.

A. STAGE

1. The stage must be a solid interlocked construction.

2. For outdoor concerts, a weather protection top, covering entire stage at least 20' above and similar coverings for both sound wings, all capable of being quickly lowered and secured against high winds, MUST BE PROVIDED/THIS IS MANDATORY

a. Outdoor stage with multiple acts should be 40'X 60'.

Outdoor stage with Shenandoah only should be 20'X 30'.

b. Indoor stage with multiple acts should be 40'X 40'.

Indoor stage with Shenandoah only should be 40'X 40' or adequate for venue and/or number of acts.

3. TWO (2) 8'W x 8'D x 1.5'H of solid interlocked construction, with steps at rear, must be provided. The stage and sound wings must be clean, dressed (skirted), and clear of any and all equipment not used in conjunction with ARTISTS' show. All stage, sound wing and related access areas must have ample work light.

SHENANDOAH DOES NOT LOAD OUT IN THE DARK !!!

B. STAGEHANDS

1. ARTISTS' equipment requires a minimum of four (4) stagehands.

2. BUYER must ensure that four (4) sober, reliable stage hands are available and present to unload and move ARTISTS' equipment at designated load-in time. Stage hands will be under the direct supervision of Road Manager and available thirty (30) minutes prior to load in, and thirty (30) minutes prior to load out. This has nothing to do with the number of stage hands required by the production company or their load in time. Check with the production company for their load in requirements. Barbarks or security personnel are not acceptable stagehands!!! * STAGEHANDS MUST SPEAK ENGLISH.

C. ELECTRICAL SERVICE

1. ARTISTS' equipment requires four (4) separate 120 VAC 20 amp quad box electrical outlets to be positioned as indicated on the attached stage plot. The quad boxes are to be provided by sound and light contractor.

2. Sound and lighting contractor's electrical requirements are dependent on venue size. In all cases, the venue electrical service must be free of interference from other electrical equipment (i.e., dimmers, coolers, neon signs etc..). Sound and Light providers should be contacted for further details.

3. SOUND AND LIGHT POWER SERVICE MUST BE SEPARATE! (THIS IS A MUST)

4. A qualified, certified electrician must be available from load-in until load-out of sound and lights and must perform any and all necessary tie-ins and disconnects of ARTISTS' and contractors' electrical systems to the venue electrical service.

5. If power is provided via generator a qualified generator operator, technician shall be present at all times and under the supervision of Road Manager.

D. SOUND

1. A complete concert sound system must be provided by an experienced professional sound contractor, to be approved by ARTISTS' sound engineer.

2. System must include the following:

a. A minimum forty (40) channel eight (8) VCA house console (listed in order of preference): THIS IS MANDATORY.

Midas, Yamaha PM Series, ATI, Soundcraft. Other makes/models are acceptable when approved by Artists Sound Engineer.

b. It is MANDATORY that sound system MUST be in stereo with STEREO 1/3 octave equalizers and STEREO electronic crossovers.

c. Speaker array must consist of high quality three (3) or four (4) way enclosure of proper directivities and in sufficient quantities to cover entire venue and produce 105 db at house mix position (see item 3a) and at least 100db at the most distant position of venue. Acceptable brands: Nexo, VDOSC, Electro Voice, Meyer, JBL, EAW, Renkus-Hienz.

d. House insert equipment must include eight (8) channels of noise gate/compressor combos.

e. A commercial grade RTA with RTA Mic at house console.

f. An talkback system between house and monitor mix positions.

House effects will include three (3) digital reverbs/multi effects

g. (i.e., Lexicon PCM90/91, Yamaha Pro R-3, SPX990/1000/REV 5.

h. One (1) pro cassette deck/pro CD player

Memorandum of Understanding

STP-7365-00(001) LPA / 105562-701000 Hampstead Boulevard – Phase II Clinton, Mississippi

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

WHEREAS, the LPA has announced its intentions to *construct the remaining portion of Hampstead Boulevard from its present location near Morrison Heights Baptist Church to the intersection near Highway 80* ; (hereinafter referred to as the "PROJECT"); and

WHEREAS, it is anticipated that approximately \$ 3,000,000.00 in federal funds (80% federal match and 20% local match) for the construction of the PROJECT, and the above mentioned federal funds will expire if the construction contract is not awarded and fully executed on or before N/A. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, if this is an Safe Routes To Schools (SRTS) PROJECT approved by the , COMMISSION a maximum of \$ N/A for preliminary engineering and construction of the PROJECT approved, and \$ N/A for non-infrastructure activities is approved, for a total of \$ N/A in SRTS federal funds, which may be available over a period of time and are subject to normal reductions and obligation limitations, and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and

WHEREAS, the MDOT requires the LPA to provide the local state share previously stated; and

WHEREAS, the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, the LPA and the COMMISSION desire to set forth more fully the understandings of the parties with respect to the process by which this will be accomplished.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into

the following Memorandum of Understanding for these and any future federal funds that may be allocated to this PROJECT

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:

1. Designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.
2. Follow the procedures set out in the latest online version of the Project Development Manual for Local Public Agencies (PDM) necessary for the PROJECT including, but not limited to, project activation, consultant selection, environmental process, preliminary design, Right of Way acquisition (if required), advertisement for and selection of a contractor, construction oversight, and project close out.
3. Submit to the 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. Be responsible for all maintenance of the PROJECT during and after completion.
5. If this is a Transportation Enhancement (TE) PROJECT then execute a Facilities Ownership and Use Policy that will allow the LPA to maintain and operate or provide for the maintenance and operation of the completed PROJECT. If this is a Transportation Museum or Welcome Center it shall be staffed by the LPA a minimum of forty (40) hours per week. All TE PROJECTS will have a permanently mounted plaque or sign identifying the FHWA and MDOT as providing funding for the PROJECT. No changes will be made to the completed PROJECT that would affect the traffic and/or traffic control on the PROJECT and/or alter the approved definition of the PROJECT as a *Transportation Enhancement Project* without the prior approval of the MDOT. Acceptable change must be in conformance with current standards and with provisions of the Manual on Uniform Traffic Control Devices for Streets and Highways and American Association of State Highway and Transportation Officials (AASHTO). The LPA understands that failure to fulfill this responsibility in regard to maintenance of the PROJECT, its operation or regulation will disqualify the LPA from receiving any *Transportation Enhancement Funds* until such time as the deficiencies are corrected to the satisfaction of the MDOT and FHWA, and if the deficiencies are not corrected the LPA may be required to reimburse the MDOT for all project cost.
6. If this is a SRTS PROJECT, then all participating communities will be required to participate in the project evaluation which includes data collection using tools developed by the National Center for Safe Routes to School. The tools are the Student Travel Tally and the Parent Survey. These tools will be administered three times - at the beginning of the project (required to complete the application), at the completion of the infrastructure project(s) and one year after. The SRTS coordinator can provide copies of the tallies and surveys as needed and can assist with entering the data for results. Additional

evaluation required includes reporting overall changes realized by the community as a result of the Safe Routes to School program.

7. Promptly pay any consultants or contractors monies due them within 30 days of submittal of invoice from the consultant or contractor.

8. If there is any requirement for "matching" funds, or if the anticipated cost of construction will exceed the available Federal-aid funds, the LPA shall be solely responsible for providing said local share at such time as the funds may be required.

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 State Tax Commission, 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.

9. The LPA will be required to acknowledge the MDOT and the FHWA for their participation in the project in any news releases or other promotional material for the PROJECT. The PROJECT sponsor shall notify the MDOT LPA Division of any ceremonies related to the PROJECT.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.

2. Enter into any cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.

3. Work with the LPA, through the District LPA Coordinator, 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.

5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All

costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, will be charged as a project cost.

6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

ARTICLE II. GENERAL PROVISIONS

A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. 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 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 Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any 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 agreement. Additionally, funds may be suspended/terminated under the provisions of Section E, below.

C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design 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. In the event that any act of omission or commission 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 shall be solely responsible for all additional costs.

E. The Executive Director of MDOT may withhold federal funds for the PROJECT for any of the following reasons:

- a. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.
- b. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
- c. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.

- d. Discontinuing the prosecution of the work.
- e. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.
- f. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.
- g. Allowing a final judgment to stand unsatisfied.
- h. Making an assignment for the benefit of creditors.
- i. Failure for any other cause whatsoever to carry on the work in an acceptable manner.

Before federal Funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions which 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 of which complaint is made, 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 days period.

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:
Rosemary Aultman, Mayor
City of Clinton
P.O. Box 156
Clinton, Mississippi 39060
Phone: (601) 925-6103
Fax: (601) 925-4605

For Technical Matters:

COMMISSION:
District LPA Coordinator – District 5
MDOT
P.O. Box 90
Newton, Mississippi 39345
Phone: (601) 683-3341
Fax: (601) 683-7030

LPA:
Richard Broome, City Engineer
City of Clinton
P.O. Box 156
Clinton, Mississippi 39060
Phone: (601) 925-6102
Fax: (601) 925-4605

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 Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding 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 Understanding is invalid or

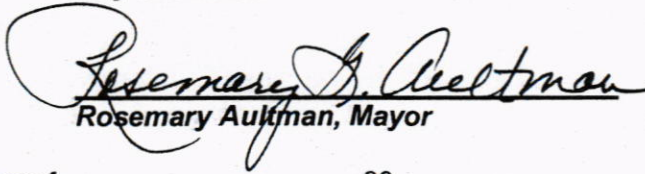
unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

ARTICLE VII. AUTHORITY TO CONTRACT

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

So agreed this the 19th day of April, 2011.

City of Clinton


Rosemary Aultman, Mayor

So Agreed this the _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Melinda McGrath, Interim Executive Director
Mississippi Department of Transportation

Book _____, Page _____,