

BE IT REMEMBERED THAT THERE WAS BEGUN AND HELD A REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI ON MAY 5, 2009 AT 7:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT	CARL L SCOTT
CITY ATTORNEY	THOMAS W TYNER
ALDERMEN	DAVID CLAYTON KAY FAIRLEY JAMES MOORE STEVE STRINGER LIESA WEAVER
OTHERS	JOE BUSH TOMMYE CORLEY CYNTHIA HOLLAND PENNY LUCKEL DEBORAH REYNOLDS STACY SCOTT CARL JOHNSON E L /GAIL PORTER AND MANY OTHERS

THE MAYOR DECLARED A QUORUM PRESENT AND DECLARED THE CITY COUNCIL IN SESSION.

THE INVOCATION WAS OFFERED BY CITY ATTORNEY THOMAS W TYNER.

THE PLEDGE OF ALLEGIANCE OF RECITED.

WHEREAS, MAYOR SCOTT PRESENTED THE AGENDA WITH THE FOLLOWING CHANGES:

IX. GENERAL BUSINESS

11. REQUEST TO ACCEPT CONTRACTUAL AGREEMENT BETWEEN JUST OVER THE RAINBOW THEATRE (JORT) AND THE CITY OF PETAL TO BE EFFECTIVE 30 DAYS FROM WHEN THE CERTIFICATE OF OCCUPANCY (CO) IS ISSUED.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE AGENDA WITH THE FOREGOING CHANGES. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE MINUTES OF THE REGULAR MEETING OF APRIL 21, 2009 AND THE EXECUTIVE MEETING OF APRIL 20, 2009 AND THE SPECIAL MEETING OF APRIL 27, 2009.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ADOPT THE MINUTES OF THE REGULAR MEETING OF APRIL 21, 2009 AND THE EXECUTIVE MINUTES OF APRIL 20, 2009 AND THE SPECIAL MEETING OF APRIL 27, 2009. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE

ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT CALLED FOR PUBLIC COMMENT.

THEREUPON, MARY ELIZABETH ELLARD ADDRESSED THE MAYOR AND BOARD OF ALDERMEN ABOUT THE SKATEPARK. SHE STATED THAT SHE IS AN OWNER OF EASTERN SKATEPARK AT 701 1ST AVENUE IN LAUREL, MS AND HAS A PRO SHOP. MS ELLARD STATED THAT SINCE PETAL HAS OPENED THE SKATEPARK SHE HAS LOST BUSINESS. SHE WOULD MAKE ABOUT \$4,000.00 PER WEEK AND NOW SHE IS BRINGING IN \$.00. SHE THANKS THAT PETAL SHOULD CLOSE THE SKATEPARK OR AT LEAST START CHARGING NON RESIDENT KIDS. THEN, ALDERMAN MOORE ASKED HER WHEN SHE HAD OPENED HER PARK AND SHE STATED SIX MONTHS AGE WITH A FIVE YEAR LEASE AND THEN WANTED TO KNOW IF SHE HAD DONE HER HOMEWORK IN FINDING OUT IF THERE WERE ANY OTHER PARKS IN THE AREA BEFORE SHE OPENED HERS. SHE STATED THAT SHE HAD TALKED TO SOMEONE HERE IN PETAL, AND THEY HAD TOLD HER THAT THE CITY OF PETAL WAS PLANNING ON NOT OPENING THE SKATEPARK AND WAS GOING TO BULLDOZE IT DOWN. MS ELLARD SUGGESTED THAT SHE COME DOWN HERE AND OPEN UP A PRO SHOP AT THE SKATEBOARD PARK, RENT FREE, CAUSE SHE IS STILL UNDER A CONTRACT IN LAUREL.

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO REJECT ALL BIDS FOR THE SANITATION BUILDING.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO REJECT ALL BIDS FOR THE SANITATION BUILDING. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO ACCEPT THE BIDS FOR THE CULTURAL CENTER.

SEE EXHIBIT "A"

BIDS ON CULTURAL CENTER

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT THE BID FROM JAMES CLARK FOR THE FRAMING OF THE CULTURAL CENTER IN THE AMOUNT OF \$26,800.00. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO ACCEPT THE BIDS FOR THE CONCESSION STAND/PRESS BOX.

SEE EXHIBIT "B"

BIDS ON CONCESSION STAND/PRESS BOX

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT THE BID FROM ADVANCED BUILDING SPECIALITIES, INC . ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, DON COLEMAN, COURT PROGRAMS, ADDRESSED THE MAYOR AND BOARD OF ALDERMAN ABOUT HIS SERVICE IN COLLECTING DELINQUENT FINES. MR COLEMAN STATED THAT HE WOULD GET ABOUT 300 DELINQUENT FINES FROM THE COURT AND WORK ON THEM IN COLLECTING THE FINES. HE STATED THAT IT WOULD NOT COST THE CITY ANYTHING, THAT A FINE WILL BE CHARGED TO THE CUSTOMER.

WHEREAS, MAYOR SCOTT PRESENTED THE RESIGNATION OF CHRISTIE FULLER IN THE WATER DEPARTMENT.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE RESIGNATION OF CHRISTIE FULLER IN THE WATER DEPARTMENT. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE CONTRACT BETWEEN THE CITY OF PETAL AND THE UNIVERSITY OF SOUTHERN MISSISSIPPI FOR PROFESSIONAL SERVICES JULY 2009 TO JUNE 2010.

SEE EXHIBIT "C"

CONTRACT
CITY OF PETAL
USM

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO ADOPT THE CONTRACT BETWEEN THE CITY OF PETAL AND THE UNIVERSITY OF SOUTHERN MISSISSIPPI FOR PROFESSIONAL SERVICES JULY 2009 TO JUNE 2010. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE

ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO PAY MS RURAL WATER ASSOCIATION \$65.00 FOR CONSUMER CONFIDENCE REPORT.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY MISSISSIPPI RURAL WATER ASSOCIATION \$65.00 FOR THE CONSUMER CONFIDENCE REPORT FOR THE WATER DEPARTMENT. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO SET THE SPEED LIMIT OF 35 MPH ON ARTERIAL ROADS.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO SET THE ARTERIAL ROADS SPEED LIMIT TO 35 MPH AND TO POST SPEED LIMITS PROPERLY. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO PLACE A FOUR WAY STOP SIGN AT PANTHER DRIVE AND TWIN LAKES.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE STREET DEPARTMENT TO PLACE A FOUR WAY STOP SIGN AT PANTHER DRIVE AND TWIN LAKES. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO MODIFY THE 2006 HURRICANE RELIEF GRANT.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE THE MAYOR TO SEND LETTER TO OFFICE OF JUSTICE DEPARTMENT TO MODIFY THE 2006 HURRICANE RELIEF GRANT. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE RECOMMENDATION OF THE PLANNING COMMISSION TO GRANT A VARIANCE FOR 211 WALLER STREET.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE RECOMMENDATION OF THE PLANNING COMMISSION TO GRANT A VARIANCE FOR 211 WALLER STREET. ALDERMAN FAIRLEY SECONDED THE MOTION .

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING PROOFS OF PUBLICATION:

- A. PUBLIC NOTICE
- B. ADVERTISEMENT FOR BIDS 2007 CDBG SEWER SYSTEM

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE FOREGOING PROOFS OF PUBLICATION FOR FILING. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE CLAIMS DOCKET #107878-108259 OF THE CITY OF PETAL WATER DEPARTMENT AND THE CITY OF PETAL GENERAL FUND.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO PAY CLAIMS #107878-108259 OF THE CITY OF PETAL GENERAL FUND AND THE CITY OF PETAL WATER DEPARTMENT CLAIMS. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A CONTRACT BETWEEN JUST OVER THE RAINBOW THEATER (JORT) AND THE CITY OF PETAL.

SEE EXHIBIT "D"

CONTRACT
JORT
CITY OF PETAL

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ENTER INTO A CONTRACT BETWEEN THE CITY OF PETAL AND JUST OVER THE RAINBOW THEATER (JORT) TO BE EFFECTIVE 30 DAYS AFTER THE CERTIFICATE OF OCCUPANCY (CO) IS ISSUED FROM THE BUILDING DEPARTMENT. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING PROCLAMATION FOR POPPY DAY.

SEE EXHIBIT "E"

PROCLAMATION
POPPY DAY

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE PROCLAMATION FOR POPPY DAY. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADJOURN. ALDERMAN WEAVER SECONDED THE MOTION.

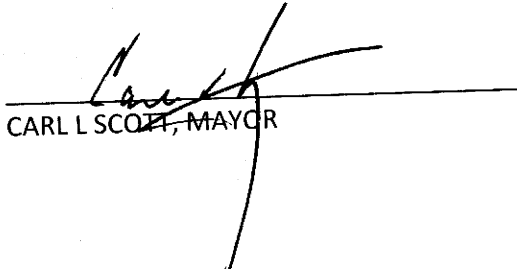
THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

THEREBEING NO FURTHER BUSINESS OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED ON THIS THE 5TH DAY OF MAY, 2009.



CARL L SCOTT, MAYOR

(SEAL)

ATTEST:



JEAN ISHEE, CITY CLERK

CITY OF PETAL
MINUTE BOOK 30

EXHIBIT "A"

CULTURAL CENTER	FRAMING	ROOFING	SHEETROCK	ELECTRICAL	HVAC	TRIMOUT
HANCO						
ADVANCED BLDG	\$ 49,808.00	\$ 10,975.00	\$ 31,500.00	\$ 38,000.00	\$ 32,215.00	\$ 16,187.00
BP ROOFING						
CASABLANCA CON					\$ 33,200.00	
ESSCO HEATING						
JAMES CLARK	\$ 26,800.00	\$ 20,600.00				

CITY OF PETAL
MINUTE BOOK 30

EXHIBIT "B"

	SLAB	BLOCK/ MATERIAL	BLOCK/ LABOR	ROUGH FRAME	WINDOWS/ DOORS/MAT	WINDOWS/ DOORS/ LABOR	ROOFING	SHEETROCK	SHEETROCK	HVAC	PLUMBING	BATHROOM	ELECTRICAL	TRIM/CABINET	PAINTING
BALLPARK															
HANCO															
ADVANCED BLDG	\$ 17,816.00	\$ 6,312.00	\$ 5,207.00	\$ 12,930.00	\$ 16,845.00	\$ 1,700.00	\$ 35,075.00	\$ 13,960.00		\$ 13,500.00	\$ 21,000.00	\$ 7,200.00	\$ 23,428.00	\$ 13,000.00	\$ 13,792.00
BP ROOFING	\$ 52,000.00			\$ 71,000.00	\$ 65,000.00	\$ 5,000.00	\$ 56,000.00	\$ 14,000.00		\$ 31,000.00	\$ 47,000.00	\$ 10,000.00	\$ 45,000.00	\$ 59,000.00	\$ 27,000.00
CASABLANCA CON															
ESSCO HEATING										\$ 19,869.00					
JAMES CLARK	\$ 28,000.00			\$ 45,000.00	\$ 9,000.00		\$ 39,800.00								
JOHN ANISWORTH		\$ 2.00	BLOCK												
BYRD											\$ 18,999.99				
RICHARDSON										\$ 13,500.00			\$ 16,500.00		

CITY OF PETAL
DEPARTMENT OF POLICE
 127 WEST 8TH Ave.
 Petal, Ms. 39465
 Phone: (601) 544-5331
 Fax: (601) 544-5347

April 29, 2009

To: Mayor Carl Scott and Board of Alderman

From: Lee Shelbourn

Reference: contract

Please consider this a formal request to enter into a contract with the University of Southern Mississippi for professional personal services for the upcoming year. This is the same contract which has been in effect for several years which allows our officers to work football games etc for the university. (Refer to attached document)

Thank you for your consideration in this matter.

Lee Shelbourn
 Lee Shelbourn
 Chief of Police
 City of Petal

CITY OF PETAL
MINUTE BOOK 30

EXHIBIT C

This agreement must be completed before work commences.
 Complete this form only if the aggregate compensation will equal or exceed \$1,990 (within a calendar year).
 Attach this form along with the Determination and Documentation Form and **SW-9** to the Controller's Office.
 If this is a New Vendor, attach a W-9 and Request for New Vendor ID form (found at <http://www.usm.edu/procurement/p/procurement>).
 If the contractor is a former State Determination and Documentation Form has been completed, and found that the below named individual contractor will be considered an Independent Contractor. Therefore, The University of Southern Mississippi (USM) must enter a binding agreement with the below named contractor/consultant.

System or Grant Name	Petal			
Contract Unit Name	Police Department			
USM Department Authority	Chief Bob Hopkins	Phone Number	601-266-4947	
Classified Being to be Charged	602950 / 14140 / 150015 / 07650 / DE00069			
Contractor Consultant Name	Contractor Consultant's SSN/EIN: 440564375			
Address	Contractor Consultant's Employer:			
Petal P.D.				
P.O. Box 567	Member of PERS? Yes <input type="checkbox"/> No <input type="checkbox"/>			
127 West 8 Ave	Incorporated? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Petal, MS	US Citizen? Yes <input type="checkbox"/> No <input type="checkbox"/>			
89465				
Description of Contracting Consulting Services	Sword officers to work details, such as athletic and student organizations events, at the Hattiesburg campus of The University of Southern Mississippi			
Performance Period	Start Date	7/1/2009	End Date	6/30/2010
Location of Performance	The University of Southern Mississippi - Hattiesburg campus			
Rate of Contracting Consulting	Rate (Per Hour/Per Day)	\$32.00 per hour per officer	(b) Number of Hours/Days	
(c) Travel Costs	Applicable to this contract	n/a	(e) Other Costs	n/a
Total Costs	Contract Unit	n/a	Nature of Other Costs	n/a
Services shall not exceed		n/a	Other Costs shall not exceed	n/a
Special Use Funding Agency Prior Approval Been Obtained?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Not Required	

TO BE COMPLETED BY THE CONTRACTOR/CONSULTANT:

Signature and Acceptance of Agreement	Date	4-29-09
The contractor/consultant certifies that he/she has not been employed by The University of Southern MS within the last 12 months.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Are you currently receiving a State PERS (Public Employees' Retirement System of Mississippi)? If the answer is yes, you must submit the statement of financial resources to discuss eligibility of retirees to receive a pension from the State.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

Original Invoice, along with any copies of itemized receipts for expenses and travel, required for payment.

TO BE COMPLETED BY SIGNATORY AUTHORITIES AT THE UNIVERSITY OF SOUTHERN MISSISSIPPI

Signature and Acceptance of Agreement	DATE
USM Representative (Signature) (Print Name)	DATE
Required for all agreements	DATE
Contracting Program (Signature) (Print Name)	DATE
State of MS Representative (Signature)	DATE
Special Agency (Signature) (Print Name)	DATE

APPENDIX A: GENERAL TERMS AND CONDITIONS

- INDEPENDENT CONTRACTOR.** The Contractor will act as an independent contractor under this Agreement, and neither the Contractor nor any employee or agent of the Contractor is an employee of the University because of this agreement. The Contractor will provide the services and achieve the results specified by the University, free from the direction or control of the University, as to means and methods of performance.
- NONRESIDENT ALIEN.** If the Contractor is a nonresident alien performing services in the United States or its territories, the Contractor agrees that proof of visa status (I-94 Form) documenting authorization to receive payment for work performed will be provided to the University prior to payment by the University.
- ACCESS TO RECORDS.** The Contractor shall maintain reasonable records, including evidence that services actually were performed and the identity of all individuals paid for such services, and shall allow access to those records by the University, any sponsor, the state of Mississippi, or the Comptroller General of the United States or their authorized representatives.
- OWNERSHIP OF WORK PRODUCTS.** Any discovery, patent, copyright, invention, work papers, software, software applications, written materials, publications, data, information, by-product or end-product arising as a direct result of the performance of this Agreement shall be the sole property of the University.
- TERMINATION.** Either the University or the contractor may terminate its obligations under this Agreement by giving the other party at least 30 days prior written notice of such termination, specifying the intended date of termination, provided, however, that upon request from the University, the Contractor shall continue performance until the University can find a replacement contractor or for an additional thirty (30) days after the specified termination date, whichever is the shorter time period. Upon termination, an equitable settlement shall be made for actual costs incurred by the Contractor up to the date of termination.
- UNIVERSITY EMPLOYEES.** The Contractor will not hire any employee of the University to perform any services covered by this agreement without prior written approval from the Office of the Provost, for academic employees, or from the Human Resources Department, for nonacademic employees.
- CONFIDENTIAL INFORMATION.** In connection with the Agreement hereunder, the University and the Contractor shall be free to exchange such technical information and know-how as may be necessary to carry out the objective of the agreement. Either party shall be required to disclose to the other party technical information and know-how which is received in confidence from a third party or which is developed for a third party under conditions giving rise to an obligation of confidentiality. Employees, staff and/or students of the University performing services hereunder shall enter into confidentiality agreements should such exchange of information be needed to conduct the project. If no such agreements are made, the Contractor shall execute and agree to and provide copies to the Contractor. The Contractor shall have the appropriate individuals execute said agreements and provide copies to the Contractor. The Contractor shall have the appropriate individuals execute said agreements and provide copies to the University. Notwithstanding any provision to the contrary contained herein, it is recognized that the University is a public agency of the State of Mississippi, and is subject to the Mississippi Public Records Act, §32-9-1, §32-9-2, Miss. Code Ann. If a public records request is made for any data created, provided to the University pursuant to this agreement, the University shall promptly notify the disclosing party of such request. The disclosing party shall promptly initiate appropriate legal proceedings to protect its information. No party to this agreement shall be liable to the other party for disclosures of information required by Court order or required by law.
- ACKNOWLEDGEMENT OF SPONSORSHIP.** The Contractor agrees that, in any publication, acknowledgment shall be made of sponsorship by the University and/or other sponsor by use of the following statement: "This work was performed under the sponsorship of THE UNIVERSITY OF SOUTHERN MISSISSIPPI, a Mississippi Institution of Higher Learning, and (insert full name of IC name here). This work does not necessarily represent the views of the University or the sponsoring agency." If the publication is copyrighted, the statement. Reproduction of this article, with the exception, credit to the source, is permitted, shall be added. With the exception of acknowledging sponsorship of research, the name of the University may not be used in publications, news releases, advertising, speeches, technical papers, photographs, and other releases of information regarding this Agreement or data developed under this Agreement without written approval of the University.
- CONFLICT OF INTEREST.** The Contractor affirms that, to the best of his/her knowledge, there exists no actual or potential conflict between Contractor's family, business, or financial interest and his/her services under this Agreement, and in the event of change in either his/her private interests or service under this Agreement, he/she will inform the University regarding possible conflict of interest that may arise as a result of such change.
- TOTAL AGREEMENT.** This Agreement contains the entire agreement between the parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written forms or conditions that are not contained in this Agreement shall be binding. This Agreement may not be changed except by mutual agreement of the parties, reduced to writing and signed.
- ASSIGNMENT/TRANSFER/SUBCONTRACTING.** The Contractor shall not assign, transfer, subcontract, or otherwise give to or impose on any other party, and obligation or right of the Contractor under this Agreement, without the prior written consent of the University.

CITY OF PETAL
MINUTE BOOK 30
April 27, 2009
EXHIBIT "D"

29



An agreement between:

Just Over the Rainbow Theatre, Inc., (JORT) a non-profit entity and
The City of Petal for usage of the Cultural Center, S. George Street.

The agreement is as follows: JORT will have exclusive use of the Cultural Center for seven (7) weeks for each production, four (4) times per year:

Beginning Monday July 20, 2009 and ending Sunday Sept. 20th for auditions, rehearsals and production of "Catfish Moon", staging Sept. 10-12 and 17-19, 2009.

Beginning Monday Sept. 28, 2009 and ending Sunday Nov. 13th for auditions, rehearsals and production of "A Tuna Christmas", staging Nov. 5-7 and 10-12, 2009.

Beginning Monday Jan. 4, 2010 and ending Sunday March 14th for auditions, rehearsals and production of "Death and Deceit on the Nile", staging March 4-6 and 11-13, 2010.

Beginning Saturday April 24, 2010 and ending Monday June 28th for auditions, rehearsals and production of our annual children's show, TBA, which supports our obligation to the Civitan Camp for Kids. The kids show dates are approximate because directors and show titles are not chosen until March before the production.

JORT will also have year round use of the storage facilities inside the Cultural Center for furniture, props and costumes, with only designated persons on the JORT board and/or designated directors having access to said storage.

Just Over the Rainbow Theatre, Inc. currently carries a one million dollar insurance policy which includes liability for facilities, patrons and volunteers.

JORT will pay rental fees to the city for the exclusive use of the Cultural Center as per our original discussion and verbal agreement in Feb. 2008 as follows:

Season 2009-2010, beginning on or about August 1st, at \$400 per month.

Season 2010-2011, at \$500 per month and beginning with Season 2011-2012, rent to be capped at \$600 per month.

EXHIBIT "E"

City of Petal, MS
Proclamation

WHEREAS, May 23, 2009 the American Legion Auxiliary, McDavid and Nall Unit 146 observes Memorial Poppy Day; and

WHEREAS, America is the land of freedom, preserved and protected willingly and freely by citizen soldiers; and

WHEREAS, Million who have answered the call to arms have died on the field of battle; and

WHEREAS, A nation at peace must be reminded of the pride of war and the debt owed to those who have died in war; and

WHEREAS, The red poppy has been designated as a symbol of sacrifice of lives in all wars; and

WHEREAS, the American Legion Auxiliary has pledged to remind American annually of this debt through the distribution of the memorial flower;

NOW, THEREFORE, I CARL SCOTT, Mayor of the City of Petal, do hereby proclaim the day of May 23, 2009 as POPPY DAY and ask that all citizens pay tribute to those who have made the ultimate sacrifice in the name of freedom by wearing the Memorial Poppy on this day in the City of Petal, Mississippi.

IN WITNESS THEREOF, I have hereunto set my hand caused to be affixed the official seal of the City of Petal this May 23, 2009.

Honorable Carl L. Scott, Mayor