



**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR
AND BOARD OF ALDERMEN
TUESDAY, APRIL 21, 2026 – 6:00 PM
MUNICIPAL COURTROOM - 305 MONROE STREET**

WELCOME AND CALL TO ORDER

Mayor Will Purdie

INVOCATION

Alderwoman Godfrey

PLEDGE OF ALLEGIANCE TO THE FLAG

Alderwoman McSparrin

ROLL CALL

City Clerk, Jimmy Baldree called the roll. Alderwoman Oliver was absent. All other members were present.

APPROVAL OF CONSENT AGENDA ITEMS A – F

MOTION by Alderman Wilbanks, and **SECONDED** by Alderman Lott. **MOTION CARRIED UNANIMOUSLY**

DISCUSSION AND REPORTS

DISCUSSION/ACTION—AUTHORIZATION TO EXECUTE A CONTRACT WITH MUSIC GARDEN TO PROVIDE ENTERTAINMENT AT THE RED, WHITE & BLUE FEST ON JULY 4, 2026

Upon presentation by Courtney Nunn, Director of Parks and Recreation, **MOTION** made by Alderwoman Jones, and **SECONDED** by Alderman Chapman, the Board authorized the mayor to execute the agreement. **MOTION CARRIED UNANIMOUSLY**



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EMPLOYMENT ITEMS

MOTION made by Alderwoman Jones and **SECONDED** by Alderwoman McSparrin, the Board approved hiring Randi Jarnigan as the director of the Clinton Visitor Center at an annual salary of \$56,000 including benefits. **MOTION CARRIED UNANIMOUSLY**

OTHER BUSINESS

Alderman Chapman recused himself from the meeting at 6:04 PM. He participated in neither of the following two actions.

FORMATION OF A SCHOOL BOARD VETTING SUBCOMMITTEE

Upon presentation by Mayor Will Purdie, **MOTION** made by Alderwoman Godfrey and **SECONDED** by Alderwoman McSparrin, the Board approved a rank choice vote process to form a school board vetting subcommittee. **MOTION CARRIED UNANIMOUSLY**

SCHOOL BOARD VETTING SUBCOMMITTEE

Mr. Baldree announced the results of the vote: Alderman Wilbanks, Alderwoman Jones, and Alderman Lott carried the majority.

Alderman Chapman returned to the meeting at 6:06 PM.

MusicGarden

MusicGardenBands.com

800-689-2263(BAND). Fax: 334-260-9947. office@musicgarden.net. 241 Mendel Pkwy E, Montgomery, AL 36117

SIGNED CONTRACT AND RETAINER DUE WITHIN 7 DAYS TO MUSIC GARDEN

THIS IS A CONTRACT for personal services of entertainers on the engagement described below, made and entered into on 4-20-26 between the undersigned Purchaser of Music (herein referred to as "Purchaser"), and the undersigned ("artist(s)).

PURCHASER: City of Clinton, MS

ARTIST: Fountain City Players (8pc)

DATE: Saturday, July 4, 2026 **TIME:** Approx.: 7:15-8:45pm (one 90min set)

LOCATION: Traceway Park - 200 Soccer Row - Clinton, MS 39056

TYPE of SHOW: Red, White & Blue Fest

COMPENSATION: \$ 7,000.00

\$ 3,500.00 nonrefundable retainer payable to Music Garden & signed contract due within 7 days to Music Garden.

(Music Garden accepts checks & bank transfers) (Credit Card payments add 3% convenience fee.)

\$ 3,500.00 due to the Artist(s) (payable to: Benjamin Weldon) as they are setting up for your event.

(Music Garden & Bands do not accept credit card payments for the final balance)

SOUND and LIGHTS: Buyer to provide stage, power, lights and audio. Artist to provide backline.

NOTES: Artist to load in and sound check between 1-4pm. Gates are at 4pm.

AGREEMENT: Artist(s) and Purchaser herein agree that Music Garden, Inc., has performed a valuable service to each of them in bringing the two parties together for mutual benefit. Therefore, Artist(s) and Purchaser agree and guarantee to Music Garden, Inc. that should Artist(s) accept employment again from Purchaser, that Artist(s) and Purchaser will negotiate said play date through Music Garden, Inc. and the Artist(s) agrees to pay Music Garden, Inc. its usual and normal commission from the said play date for a period of twenty-four (24) months.

RELEASE OF LIABILITY: It is understood and agreed by Purchaser and Artist(s) that Music Garden, Inc. is not a party to this contract, and that its only function is that of a booking agency, and further that Music Garden, Inc. is not responsible to either party for breach of this contract. It is also understood that The Music Garden assumes no liability for the execution of the terms and conditions of this contract.

PROVISIONS: If performance is to be outdoors, Artist(s) and equipment need to be raised off of the ground and adequately covered from the elements (this is from the side as well as from the top) of the tent or other structure. Fans should be provided to accommodate for warm weather as well as if the temperature is going to be below 50 Fahrenheit, then heating will be provided by the purchaser in the sheltered area. Artist(s) shall not be required to perform outdoors if weather conditions make performance unsafe for Artist(s) and their equipment. If unsafe weather causes performance to be canceled Artist(s) is to be paid in full. If unsafe weather causes unreasonable delay, Artist(s) is to be paid in full regardless of actual time played. Once Artist(s) have set-up they are not required to move and set up again.

CANCELLATIONS: If Purchaser elects to cancel, notice must be received by Music Garden in writing. If, due to government mandates and restrictions relating to the Covid-19 pandemic or a future pandemic, or hurricane event that is unknown at this time (including, local, state, or federal actions, regulatory rulings, regulations, rules, and/or laws) the event cannot be held on the contracted date, Music Garden and the Artist(s) will use their best efforts to reschedule the event to a mutually agreeable future date for the Purchaser and the Band. If the contracted date is rescheduled, then Purchaser's nonrefundable retainer will be transferred to the future date. If instead the Purchaser elects to cancel the event and not reschedule to a mutually agreeable future date, the nonrefundable retainer will be forfeited. For cancellations for any other reason than stated above, if notice is received less than 245 days from the date of the event, forfeiture will be one hundred percent (100%) of the compensation unless another booking of equal or greater value is obtained for the Artist(s) in which case Purchaser will forfeit retainer. If a booking of less value is obtained for the Artist(s), Purchaser will forfeit retainer plus the difference of the lesser value. Non-payment of nonrefundable retainer shall not relieve the Purchaser of the obligation set forth herein. This forfeiture is in addition to any other remedies enumerated in this contract or afforded by law to the Artist(s) or Music Garden, Inc. If the Artist cancels, Music Garden, Inc. will attempt to replace the date with a similar Artist. If Purchaser does not accept the replacement, the retainer will be refunded.

For Purchaser:

For Artist:

Courtney Nunn
Red, White & Blue Fest
Director of Parks and Recreation
601-218-0608
cnunn@clintonms.org

By: Ben Weldon
For: Fountain City Players (8pc)
c/o Music Garden
241 Mendel Pkwy E
Montgomery, AL 36117



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MOTION TO ADJOURN

MOTION made by Alderman Chapman, and **SECONDED** by Alderwoman Jones, to adjourn until the next regular meeting of the Mayor and Board of Aldermen of the City of Clinton, Mississippi to be held May 5, 2026, at 6:00 PM. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 6:06 PM

APPROVED: W.C. Purdie
William C. Purdie, Mayor

4/23/2026
Date

ATTEST: J. Baldree
Jimmy Baldree, City Clerk

4/24/26
Date

SEAL

