

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, MARCH 2, 2010 - 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 Alderman Brabham followed by the pledge of allegiance to the flag led by Alderman Hisaw.

ROLL CALL City Clerk, Russell Wall

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

Absent: Tony Greer – Alderman Ward 2

APPROVAL OF CONSENT AGENDA ITEMS A – T

MOTION made by Alderman Brabham and **SECONDED** by Alderman Hisaw to approve the Consent Agenda Items A-T. Item C and D will serve to advertise favorably the opportunities, possibilities and resources of the City of Clinton. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF THE RE-APPOINTMENT OF TOMMIE CARDIN TO THE CLINTON PUBLIC SCHOOL BOARD

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderwoman Peace the board approved the re-appointment of Tommie Cardin to the Clinton Public School Board. **MOTION CARRIED UNANIMOUSLY**

**AUTHORIZE THE MAYOR TO ENTER INTO A GENERAL AGREEMENT
BETWEEN THE CLINTON FIRE DEPARTMENT AND THE NATIONAL PARK
SERVICE NATCHEZ TRACE PARKWAY FOR FIRE SUPPRESSION AND OTHER
EMERGENCY SERVICES OPERATIONS**

Upon presentation by Barry Burnside, Fire Chief, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Cashion the board approved and authorized the Mayor to enter into a General Agreement between the Clinton Fire Department and the National Park Service Natchez Trace Parkway with the exception of Article VIII for fire suppression and other emergency services operations. **MOTION CARRIED UNANIMOUSLY**

**APPROVAL OF AN EXTENSION OF A MORATORIUM ON THE LOCATION OF
CERTAIN TYPES OF BUSINESSES IN THE CITY OF CLINTON, MISSISSIPPI**

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Morgan the board approved an extension of a moratorium on the location of certain types of businesses in the City of Clinton, Mississippi. The moratorium is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

**AUTHORIZE THE MAYOR TO SIGN CLOSING DOCUMENTS FOR THE SALE OF
PROPERTY TO KEITH WALKER, LLC**

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Morgan and **SECONDED** by Alderman Cashion the board approved and authorized the Mayor to sign closing documents for the sale of property to Keith Walker, LLC. **MOTION CARRIED UNANIMOUSLY**

OTHER BUSINESS

**SET A PUBLIC HEARING TO BE HELD MARCH 23, 2010 AT 6:30 PM IN THE
MUNICIPAL COURTROOM 305 MONROE STREET TO DISCUSS THE NON
STORM WATER DISCHARGE AMENDMENT**

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderman Brabham and **SECONDED** by Alderwoman Peace the board approved setting a public hearing to be held March 23, 2010 at 6:30 pm in the Municipal Courtroom 305 Monroe Street to discuss the Non Storm Water Discharge amendment. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:16 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderman Barnett to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held on March 16, 2010 at 7:00 pm. **MOTION CARRIED UNANIMOUSLY**

APPROVED: Rosemary G. Aultman 3.4.10
Rosemary Aultman, Mayor Date

ATTEST: Russell L. Wall 3-4-10
Russell L. Wall, City Clerk Date





IN REPLY REFER TO:

United States Department of the Interior

NATIONAL PARK SERVICE

Natchez Trace Parkway
2680 Natchez Trace Parkway
Tupelo, Mississippi 38804



A44 (NATR) G5570-10-00104
xY14

Chief J. Barry Burnside
Clinton Fire Department
1234 Clinton-Raymond Road
Clinton, MS 39056

Dear Chief Burnside,

The concept of mutual aid has become a valuable tool in fire suppression and other emergency services operations. We recognize that limited firefighting resources affect all agencies and departments.

Your previous General Agreement with the Natchez Trace Parkway has expired. We wish to re-new the General Agreement with the Clinton Fire Department.

We have enclosed two copies of a General Agreement designed to provide a written agreement between our agencies outlining mutual assistance. If this agreement is acceptable to you, please sign both copies and return them to the Parkway. A mailing label is enclosed for your convenience. We will then sign and return a fully executed original for your records.

If you have any questions concerning this new General Agreement, please contact Fire Management Officer Shawn Nagle at (662) 680-4028.

Sincerely,

Cameron H. Sholly
Superintendent

Enclosures

**GENERAL AGREEMENT
BETWEEN
NATIONAL PARK SERVICE,
NATCHEZ TRACE PARKWAY
AND
CLINTON FIRE DEPARTMENT**

This General Agreement is entered into between the National Park Service (NPS), Natchez Trace Parkway (Parkway), an agency of the United States Department of the Interior, and the Clinton Fire Department (Fire Department) (hereinafter collectively referred to as the Partners) for the purpose of identifying the respective roles and responsibilities of both parties in implementing agreed to activities for the mutual benefit of the Partners.

Article I. Legal Authority

The authorities for the NPS to enter into and conduct the activities contained within this General Agreement are:

16 U.S.C. § 1-3 -- General Authority to Take Actions That Promote and Regulate Units of the National Park System -- The NPS Organic Act directs the Secretary of the Interior to promote and regulate National Park System lands by such means and measures as to conform to the fundamental purpose of such lands, namely conservation of the scenery and natural and historic objects and wildlife therein, and to provide for the enjoyment of these resources in a manner and by such means as will leave them unimpaired for the enjoyment of future generations.

16 U.S.C. § 1b -- Emergency Assistance -- The Secretary of the Interior is authorized to render emergency rescue, fire fighting, and cooperative assistance to nearby law enforcement and fire prevention agencies and for related purposes outside of the National Park System.

43 U.S.C. § 1856 -- Mutual Aid and Support Agreements for Fire Protection -- The head of any agency with the duty of providing fire protection to property of the United States is authorized to sign cooperative agreements with nearby fire protection agencies for mutual aid and support.

Article II. Background and Objectives

The Natchez Trace Parkway was established by Congress as a unit of the National Park System on May 18, 1938, in order to memorialize the Old Natchez Trace through the provision of a modern Parkway. Construction of the Parkway and related facilities spanned the subsequent decades until completion of the full 444 miles in May of 2005. Additional Congressional action incorporated Ackia Battlefield, Meriwether Lewis National Monument, the Natchez Trace National Scenic Trail, and the construction of a multiuse trail along the Parkway, into the Natchez Trace Parkway's mission.

The Parkway has the responsibility for fire prevention and suppression and the protection of persons and property within the boundaries of the Parkway which includes areas within the Clinton Fire Department Fire Protection District (District). The Clinton Fire Department has the responsibility for fire prevention and suppression and the protection of persons and property within District which includes areas along and near the Parkway. In recognition of the commonality of location and purpose, the Partners are desirous of entering into a General Agreement that will be of mutual benefit to both Partners.

The objective of this General Agreement is to establish the aforementioned partnership and to establish the terms and conditions under which the Partners will assist each other in fire prevention and suppression and the protection of persons and property within the jurisdictions of the Partners.

Article III. Responsibilities and Understandings of the Partners

A. The Partners jointly agree to:

1. Comply with the provisions of this General Agreement and the terms of applicable laws, regulations, and policies.
2. Make a good faith effort to achieve mutually agreed to objectives and tasks and to resolve any differences that may arise.
3. Work together in close harmony on matters pertaining to prevention and management of incidents, public relations, radio communications, dispatching, training, exchange of information, and other public safety matters.
4. Assume all costs including salaries, workers' compensation and injuries, equipment damage and loss, food, gasoline, and other incidental expenses of their own personnel and equipment and to waive all claims involved in mutual aid situations under the terms of this General Agreement.
5. Establish a primary aid zone to include Parkway lands and those lands within 1/4 mile of Parkway lands within the District. The Partners agree to manage wildland fire suppression operations using the total mobility and closest forces concept within the primary aid zone.
6. When resources from the Parkway and the Fire Department or other cooperators are at the scene, wildland fires occurring within the primary aid zone shall be managed using the Incident Command System.
7. For areas outside the primary aid zone, the Partners agree, when called, to immediately initiate suppression action on any unmanned wildland fire found within the other Partner's areas of responsibility and shall remain on scene until released by the other Partner or the fire is controlled.
8. Assistance can be requested by either Partner through their respective dispatch offices and the Partners agree to keep this contact information current.

9. That during mutual aid situations, the benefiting Partner will be in command of all personnel. The individual in charge of the assisting Partner personnel shall cooperate fully with the Incident Commander directing the operation.

10. The use of tractor plows by either Partner on Parkway lands is restricted to individual actions approved by the Parkway Superintendent or his or her authorized designee, or when the threat to human life or significant property damage is imminent.

11. The Partners agree that when suppressing wildland fires in the other's jurisdiction, to adhere to the suppression and mop-up standards of the receiving Partner insofar as resources are available. If adequate resources are not available to meet standards, the sending Partner will notify the other Partner at the earliest possible time.

12. The Partners agree to release the other Partner's personnel and equipment as soon as it is feasible for the Incident Commander to do so, or upon the request of the sending Partner.

13. By the signing of this General Agreement, the Partners give their permission for the use of each other's radio frequencies and roads for the purposes of providing the mutual aid called for in this General Agreement.

14. That Partners' personnel shall adhere to the safety standards, including the use of personal protective equipment, established by their respective agencies.

15. That during mutual aid situations, the Superintendent of the Natchez Trace Parkway or his or her designee shall be the primary contact with the media for events occurring within the jurisdiction of the Parkway and the Fire Department Chief or his or her designee shall be the primary media contact for events occurring within the jurisdiction of the Fire Department outside the boundary of the Parkway.

16. That neither the Parkway nor the Fire Department will be expected to jeopardize their responsibilities within their own jurisdictions by dispatching an excessive number of personnel to an incident within the jurisdiction of the other Partner.

17. That the Partners' personnel shall be governed by and adhere to the standards of conduct promulgated by statute, regulation, and policy of their respective agencies.

18. Meet annually to review this General Agreement and to provide each other with updates of the attached dispatch information as necessary.

B. The Fire Department agrees to:

1. Immediately report all potential wildland fires on Parkway land or within 1/4 mile of Parkway boundary to the Parkway dispatch office.

2. Suppress all structure and vehicle fires occurring on Parkway lands within the jurisdiction of the District.

C. The Parkway agrees to:

1. Immediately report all potential wildland fires to the Fire Department's dispatch office.

Article IV. Term of General Agreement

Unless terminated earlier by operation of the terms of this General Agreement, or by agreement of the Partners in writing, this General Agreement shall run for a period of five years beginning on the date the last signature is affixed to this General Agreement.

Article V. Termination

Either Partner may terminate this General Agreement for any reason by giving thirty (30) days written notice to the other Partner. Neither Partner shall be liable to the other for any costs or claims in the event of termination. Termination will be effective at the end of the thirty (30) day period.

Article VI. Key Officials

The following individuals shall serve as the key officials for execution and administration of this General Agreement. The Partners agree to notify the other Partner of any changes to key officials.

For the National Park Service:

Shawn Nagle, Fire Management Officer
Natchez Trace Parkway
2680 Natchez Trace Parkway
Tupelo, Mississippi 38804
(662) 680-4028

For the Clinton Fire Department:

Chief J. Barry Burnside
Clinton Fire Department
1234 Clinton-Raymond Road
Clinton, MS 39056
(601) 924-6421

Article VII. Reports

A. Upon the request of either Partner, the Partners agree to provide each other a written report of wildland fire incident information within 5 days of the fire being declared out.

B. Upon the request of either Partner, the Partners agree to provide each other with specific cost information for billing to third parties and for management review and use.

Article VIII. Liability

~~The Fire Department assumes liability for and does hereby agree to, save, hold harmless, defend and indemnify the United States of America, its agents, and employees from and against any and all liabilities, obligations, losses, damages, or judgments (including without limitation penalties and fines), claims, actions, suits, costs, and expenses (including without limitation attorneys' fees and experts' fees) of any kind and nature whatsoever on account of fire or other peril, bodily injury, death, or property damage, or claims for bodily injury, death, or property damage of any nature whatsoever, and by whomsoever made, in any way arising out of the activities of the Fire Department, its employees, agents, or contractors under this General Agreement. This indemnification shall survive the termination or expiration of this General Agreement.~~ *WHP*

Article IX. Required and Miscellaneous Clauses

A. All activities pursuant or in association with this General Agreement shall be conducted in compliance with the requirements of Executive Order 11246; Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§ 6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. Pursuant to 31 U.S.C. § 1341, nothing contained in this General Agreement shall be construed to obligate the Department of the Interior or the United States to any current or future expenditure of funds in advance of the availability of appropriations from Congress. Nor does this General Agreement obligate the Department of the Interior or the United States to spend funds on any particular project or purpose, even if funds are available.

C. This General Agreement and performance hereunder is subject to all law, regulations and policies including those governing NPS property and resources, whether now in force or hereafter enacted or promulgated. Nothing in this General Agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies. Nothing in this General Agreement shall be deemed inconsistent with or contrary to the purpose of or intent of any Act of Congress.

D. The Fire Department must obtain prior approval through the NPS Key Official for any public information releases which refer to the Department of the Interior, any bureau, park unit, or employee (by name or title), or this General Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval. Likewise, the NPS must obtain prior approval through the Fire Department's Key Official for any public information releases which refer to the Fire Department, any employee (by name or title), or this General Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval.

E. This General Agreement, including any attachments and or documents incorporated by reference, is the sole and entire agreement of the Partners.

F. This General Agreement may be extended, renewed, or amended only when agreed to in writing by the Parkway and the Fire Department.

G. The Partners will not seek appropriations from Congress to support any ongoing or proposed Partner activity or project relating to the subject matter of this General Agreement or sub-agreements hereto, including without limitation Federal appropriations for construction, renovation, property acquisition, leasing, administration, or operations. Nothing in this paragraph is intended to preclude the Partners from applying for and obtaining a competitive or non-competitive grant of Federal financial assistance from a Federal agency or from undertaking otherwise lawful activities with respect to any project or proposal included in the President's budget request to Congress. Nothing in this paragraph should be construed as requesting, authorizing, or supporting advocacy by nonfederal entities before Congress.

H. Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

I. The Fire Department is not an agent or representative of the United States, the Department of the Interior, or the NPS, nor will the Fire Department represent itself as such to third parties. The NPS is not an agent or representative of the Fire Department, nor will the NPS represent itself as such to third parties.

J. This General Agreement in no way restricts either the Parkway or the Fire Department from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

K. Unless expressly stated herein, nothing in this General Agreement is intended to grant any rights or provide any benefits to any third party.

Article X. Attachments

Dispatch Information

Pursuant to General Agreement G5570-010-00104

Between

NATIONAL PARK SERVICE, NATCHEZ TRACE PARKWAY

And

Clinton Fire Department

TO REPORT A WILDLAND FIRES:

Wildland Fire Notification [III.B.1] and {III.C.1]

REPORT WILDLAND FIRES TO:

PARKWAY - Dispatch at 1-800-300 PARK or (662) 680-4002
(7275)

FIRE DEPARTMENT- Dispatch Hinds County, MS 911

Article XI. Signatures

IN WITNESS WHEREOF, the Partners have executed this General Agreement on the date set forth above in Article IV.

For the National Park Service:

Cameron H. Sholly, Superintendent

Date

For the Clinton Fire Department:

Rosemary G. Aultman
[Name and Title]
ROSEMARY G. AULTMAN, MAYOR

5.4.2010
Date

**ORDER OF THE MAYOR AND BOARD OF ALDERMEN EXTENDING A MORATORIUM ON
THE
LOCATION OF CERTAIN TYPES OF BUSINESSES IN THE CITY OF CLINTON, MISSISSIPPI**

WHEREAS, the City of Clinton (the "City") is in the process of preparing and adopting a new Zoning Ordinance.

WHEREAS, the City has recently developed and adopted a master plan for the City; and,

WHEREAS, a major aim of said plan is to protect and enhance the primary transportation corridors into and out of the City of Clinton; and,

WHEREAS, certain types of businesses in large concentration tend to have a blighting effect; and,

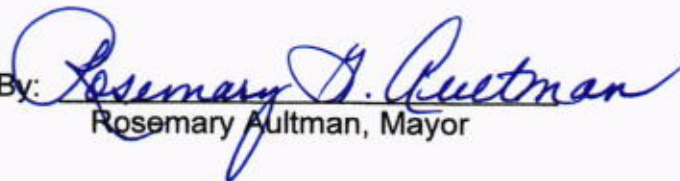
WHEREAS, the City of Clinton desires to maintain the status quo with regard to said types of business for a temporary period while it studies whether additional regulation is necessary and desirable to address the issue.

BE IT THEREFORE ORDERED:

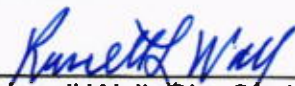
That the temporary moratorium on the location of additional pawn shops, title loan establishments, tattoo parlors, check cashing establishments, businesses purchasing gold or other precious metals as a primary business and nail salons is hereby extended. A public hearing on whether to further extend, modify terminate this moratorium shall be held on June 1, 2010.

SO ORDERED, this the 2nd day of March, 2010.

City of Clinton, Mississippi

By: 
Rosemary Aultman, Mayor

ATTEST:



Russell Wall, City Clerk



Business Moratorium Order
8/4/09-mmh

CLOSING STATEMENT

Date of Closing: March 8, 2010

Seller: City of Clinton, Mississippi

Sales Price: \$66,380.17

Buyer: Keith Walker, LLC

Cash at Closing: \$66,680.17 (see below)*

Breakdown of Sales Price:

Appraisal Ave.	\$64,442.67
Title Search (1/2)	112.50
Appraisal Costs (1/2)	1825.00

Total Due from Buyer: \$66,380.17 * PLUS \$300.00 Temporary Construction Easement
(slope) 2 Year term

Balance to Seller: \$66,680.17

City of Clinton, MS

By: Rosemary G. Aultman
Rosemary Aultman.

Mayor

Attest: Russell Wall
Russell Wall

City Clerk

Keith Walker, LLC

By: Ben Walker
Ben Walker

Title Member

