RECESSED MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, MARCH 18, 1997, 7 P.M.
MUNICIPAL COURTROOM - 305 MONROE STREET

The Mayor and Board of Aldermen of the City of Clinton, Mississippi met in Recessed Meeting on Tuesday, March 18, 1997, 7 P.M., at the Municipal Courtroom, 305 Monroe Street, pursuant to order adopted March 4, 1997 on page 446 of this Minute Book Y.

WELCOME AND CALL TO ORDER - Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was led by Alderman Ferrell followed by the Pledge of Allegiance to the Flag led by Alderman DePriest.

ROLL CALL

Present - Jehu Brabham - Alderman-At-Large
O.C. George Ferrell - Alderman Ward 1
Rodney DePriest - Alderman Ward 2
Ben Todd - Alderman Ward 3
Phil Fisher - Alderman Ward 4
Herb Touchton - Alderman Ward 5
Sharbert Lott - Alderman Ward 6

City Attorney - Ken Dreher
City Clerk - Nelson Byrd

ANNOUNCEMENT

Alderman Brabham is again leading the April Clinton Community Beautification Spring Clean Up and is mailing flyers to home owners associations, clubs, etc. He encouraged everyone to help with community beautification efforts and a copy of this flyer can be found on page 498 of this Minute Book Y.

AGENDA CHANGES

Mayor Aultman announced that "Mutual Aid Agreement - Dept. of Interior" would be substituted for Item 9 "Litigation Matters."

MOTION made by Alderman Fisher and SECONDED by Alderman Todd to approve Consent Agenda Items A-T as listed on pages 496-497 of this Minute Book Y, noting that the Consent Agenda Item B will serve to advertise favorably the opportunities, possibilities, and resources of the City of Clinton. Certificates of Attendance for Item M can be found on pages 499-500 of this Minute Book Y. MOTION CARRIED UNANIMOUSLY

APPROVAL OF MC ALLISTER'S GOURMET DELI PRELIMINARY SITE PLAN

Upon the recommendation of City Engineer Richard Broome that necessary addendums have been presented to the original McAllister's site plan that had been requested by Planning and Zoning, MOTION made by Alderman Lott and SECONDED by Alderman Todd to approve the Preliminary site plan as presented. MOTION CARRIED UNANIMOUSLY

APPROVAL OF PRELIMINARY SITE PLAN FOR STRIP SHOPPING CENTER ON HWY 80

Upon the recommendation of City Engineer Richard Broome that additional information requested by Planning and Zoning had been received, MOTION made by Alderman DePriest and SECONDED by Alderman Touchton to approve the preliminary site plan contingent on the final drainage plan being reviewed by the City Engineer, Public Works, and Building Department. MOTION CARRIED UNANIMOUSLY

APPROVAL OF CDBG SEWER GRANT RESOLUTION (HOBBY FARMS AND CLINTON RAYMOND ROAD)

MOTION made by Alderman Todd and SECONDED by Alderman Ferrell to adopt that resolution found on page 501 of this Minute Book Y providing $131,000 in matching local funds to be used in conjunction with the State's CDBG project. MOTION CARRIED UNANIMOUSLY

APPROVAL OF MUTUAL AID AGREEMENT WITH DEPARTMENT OF INTERIOR

Upon recommendation of Fire Chief Bryan Presson, MOTION made by Alderman Touchton and SECONDED by Alderman Todd to authorize execution by Fire Chief Bryan Presson of that Mutual Aid Agreement with the U.S. Department of the Interior found on pages 502-513 of this Minute Book Y allowing mutual assistance regarding fire suppressions and other emergency services including the Natchez Trace and other stated areas of the Clinton Fire Department Fire Protection District. MOTION CARRIED UNANIMOUSLY

INVENTORY OF CITY FIXED ASSETS NEARS COMPLETION

Wayne Derrick, Comptroller, reported that fixed asset values will be soon tied into the accounting books of the City of Clinton after many months of work to locate identify, and assign values to all of the City's assets as required by State Law and subject to audit by the State Auditor. NO BOARD ACTION

Copy of Agenda may be found on pages 496-497 of this Minute Book Y.

ADJOURNMENT - 7:52 P.M.

There being no further business to discuss, MOTION made by Alderman Fisher and SECONDED by Alderman Todd to adjourn. MOTION CARRIED UNANIMOUSLY

APPROVED: Rosemary G. Aultman — March 27, 1997
Rosemary G. Aultman, Mayor — Date

ATTEST: Nelson Byrd — March 27, 1997
Nelson Byrd, City Clerk — Date

SEAL

Clinton Community Beautification Spring Clean Up

Clinton Appearance and Beautification Supporters

Thank you for your continuing interest and support of our community beautification efforts. Over the past several years our city has given increased attention to the importance that community beautification plays in the quality of life in our community. Our recognition as a " Most Livable Community " is paying dividends for our city in both commercial, as wqell as residential growth. The key to the success of our beautification efforts rests solidly upon the shoulders of every citizen. To keep our city clean, attractive and environmentally involved will require the participation of every citizen, business, neighborhood, school, church, and industry. We must work together to KEEP CLINTON clean, green, safe and beautiful for all our citizens to enjoy.Please use every opportunity to share a word about community appearance with your neighborhood association, service clubs, friends and others. Promote the following projects:

April Clean Up Month

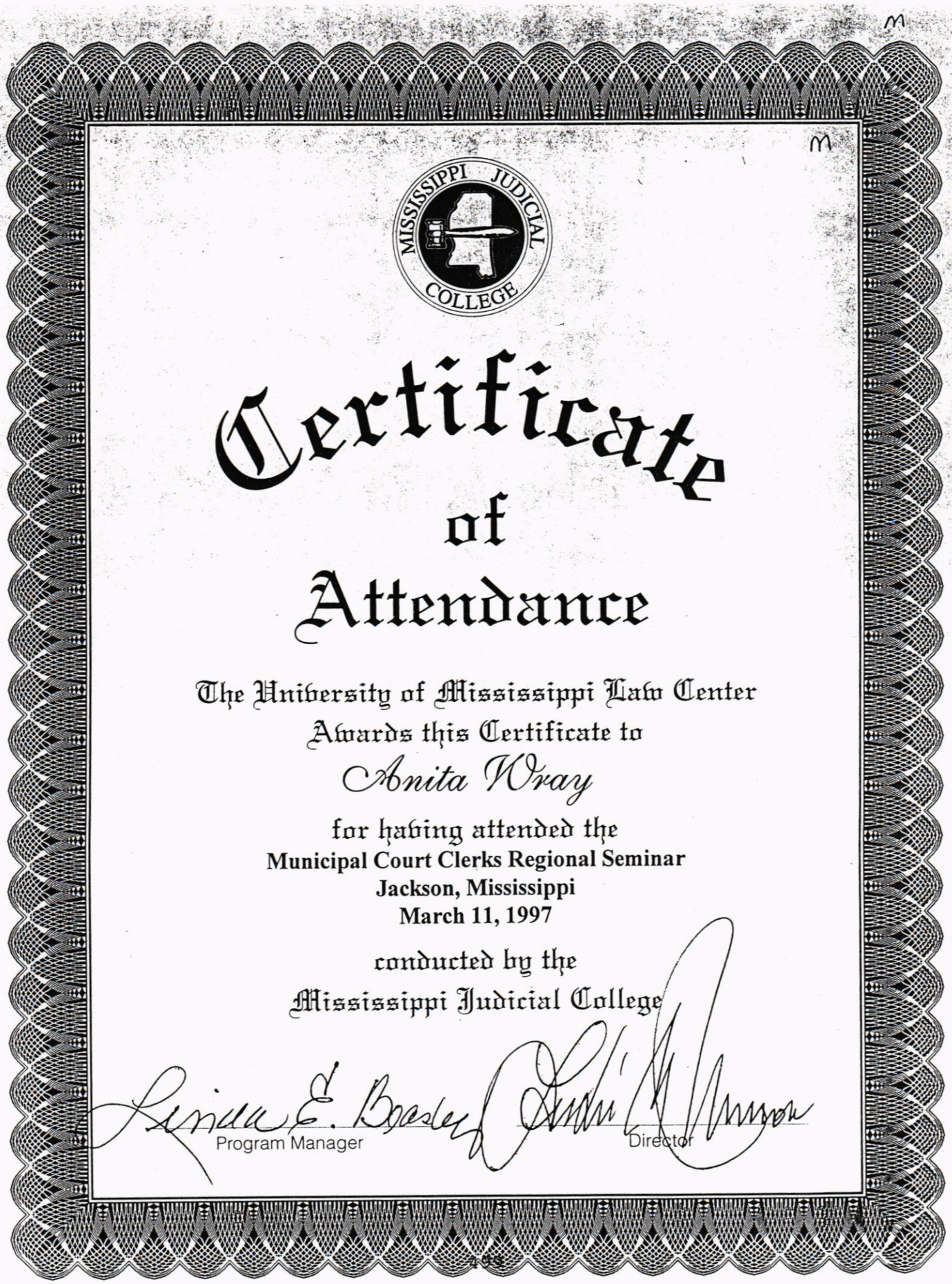
April is a very busy month in Clinton with numerous thousands of visitors being in our city. Arts in April, Brick Streets Festival, soccer tournaments, Naturally Spectacular Concert and much, much more. We need to make sure our neighborhoods, business areas and roadways are clean and litter free. April would be a great month for you to encourage your neighborhood, homeowner association, service club or other groups to sponsor a clean up, litter pick up work day in our community.

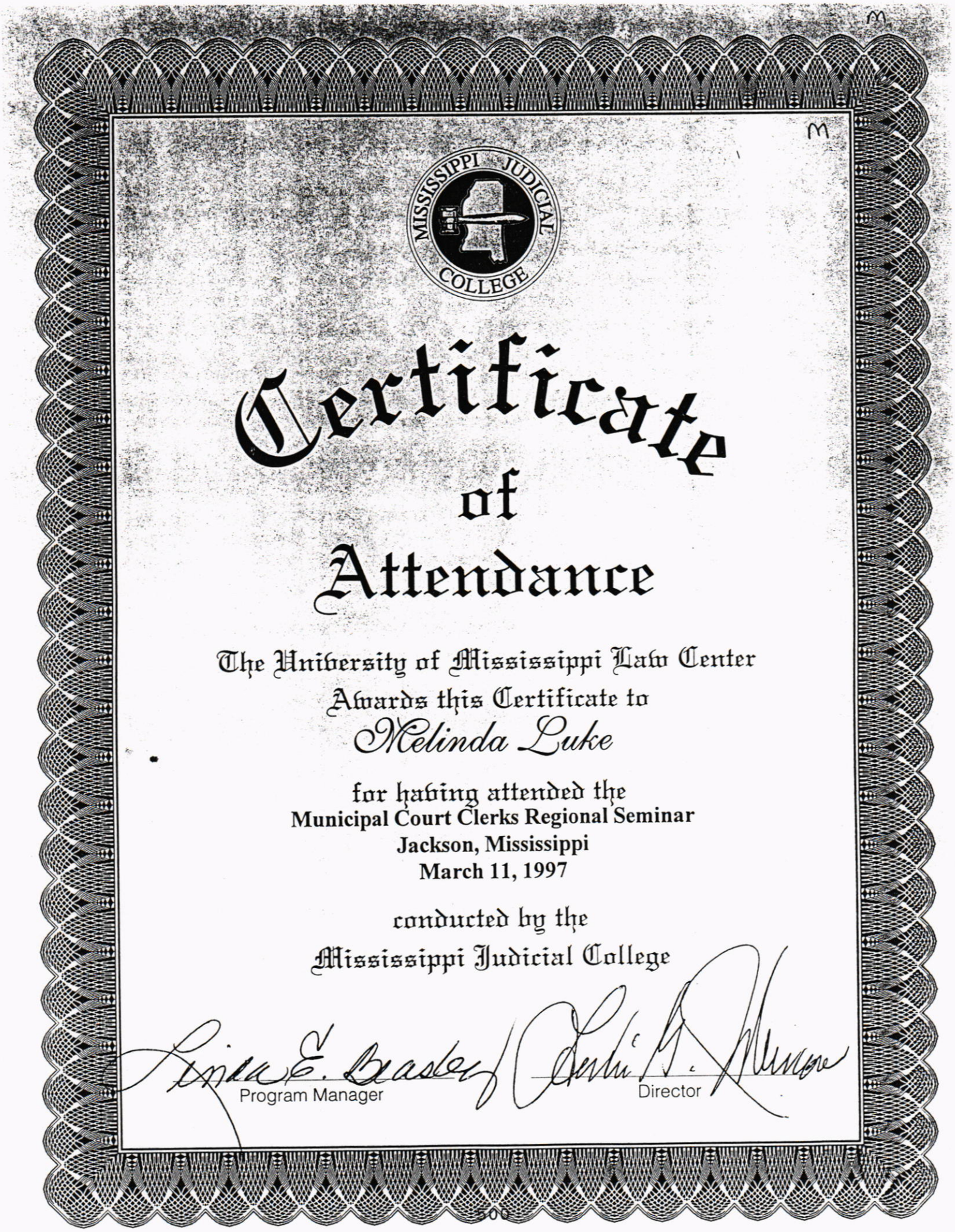
Neighborhood Entrances

Please encourage your neighborhood or homeowner association to give special attention to the entrance areas of your neighborhood. These entrance areas offer high visibility to your neighborhood and give a visible expression of neighborhood pride. Make sure your entrance sign and entrance area is neat, mowed, trimmed and planted with colorful flowers. This is a good project for neighbors to work together in achieving.

Clinton Flower

It is suggested that Clinton select a specific flower for this coming summer, and encourage all businesses, schools, service clubs, neighborhood associations to use this flower in their plantings throughout Clinton. This flower could be planted at the entrance areas to our neighborhoods, in barrel planters in our business districts, and in homeowner yards all across our city. After talking with numerous people, it was decided, that a flower which was hardy, easy to grow and takes full sun was probably our best choice. Additionally, everyone thought a flower of a neutral color such as white would be a good choice for this year. **So our choice is the white periwinkle (vinca).** I am sure our nurseries in Clinton will have a good supply for you to purchase to plant.


MISSISSIPPI JUDICIAL COLLEGE
Certificate
of
Attendance
The University of Mississippi Law Center
Awards this Certificate to
Anita Wray
for having attended the
Municipal Court Clerks Regional Seminar
Jackson, Mississippi
March 11, 1997
conducted by the
Mississippi Judicial College
Program Manager
Director


MISSISSIPPI JUDICIAL COLLEGE
Certificate
of
Attendance
The University of Mississippi Law Center
Awards this Certificate to
Melinda Luke
for having attended the
Municipal Court Clerks Regional Seminar
Jackson, Mississippi
March 11, 1997
conducted by the
Mississippi Judicial College
Program Manager
Director

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RESOLUTION

WHEREAS, the City of Clinton, Mississippi, has previously stated its intention to file a Community Development Block Grant application to the State of Mississippi for funds; and

WHEREAS, the City of Clinton, Mississippi, understands the need to maximize the limited Community Development Block Grant funds available to the State; and

WHEREAS,the City of Clinton, Mississippi, feels that this project is vital to the continued development of its area.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF CLINTON, MISSISSIPPI THAT IT WILL PROVIDE A MATCH OF ONE HUNDRED THIRTY-ONE THOUSAND DOLLARS ($131,000) IN LOCAL FUNDS TO BE USED IN CONJUNCTION WITH THE STATE'S COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT.

PASSED AND ADOPTED this the 18th day of March, 1997, by the Mayor and Board of Aldermen of Clinton, Mississippi, assembled in regular session.

BY: Rosemary D. Aultman
Mayor Rosemary Aultman

ATTEST:

BY: Nelson Byrd

9

United States Department of the Interior

National Park Service
Natchez Trace Parkway
2680 Natchez Trace Parkway
Tupelo, Mississippi 38801

IN REPLY REFER TO:

FEB 11 1997

A44 MOU5570-97-019
Y14(NATR)

Chief Bryan E. Presson
Clinton Fire Department
301 West Main Street
Clinton, Mississippi 39069

Dear Chief Presson:

The concept of "mutual aid" has become a valuable tool in fire suppression and other emergency services operations. Due to our limited staffing abilities, the occasional assistance that we receive from your agency has been a significant asset to Parkway operations. Even with our limited resources and lack of jurisdiction beyond federal lands, we want to provide assistance to adjacent fire suppression agencies. Therefore, we have adopted "Mutual Aid Agreements" with various agencies along the Parkway.

We have enclosed a copy of a Memorandum of Understanding designed to provide a written agreement between our agencies outlining mutual assistance. If this Agreement is acceptable to you, please sign the original and one copy and return one copy to us. Please retain one copy for your records.

If you have any questions concerning this Agreement, please contact Fire Management Officer Dan Mapstone at (601) 680-4029.

Sincerely,

Gordon Wissinger
Acting Superintendent

Enclosures

502

Memorandum of Understanding
MU5570-97-019

MEMORANDUM OF UNDERSTANDING

Between

THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

and

Clinton Fire Department

THIS MEMORANDUM OF UNDERSTANDING (this Agreement), is made and entered into this 1st day of March, 1997, by and between the National Park Service, UNITED STATES DEPARTMENT OF THE INTERIOR (hereinafter the SERVICE), acting by and through the Superintendent of Natchez Trace Parkway (hereinafter the PARK), and the Clinton Fire Department, State of Mississippi (hereinafter the DEPARTMENT), acting by and through the Chief, Clinton Fire Department.

W I T N E S S E T H:

ARTICLE I. Background and Objectives

WHEREAS, The Natchez Trace Parkway, was established by an Act of Congress on May 18, 1938, 52 Stat. 407, 16 U.S.C. 460; and

WHEREAS, the PARK, based on existing federal legislative authority, may enter into this memorandum with the DEPARTMENT in furtherance of the protection of human life, property, and natural resources subject to loss through wildfire (Reciprocal Fire Protection Act of May 27, 1955, 42 USC 1856a-1856d; and the National Park Service Organic Act, 16 USC 1(b)(1)).

WHEREAS, the PARK and the DEPARTMENT share common interest in the safe, efficient, and effective suppression of wildfires employing the concepts of total mobility and closest forces concepts where practical; and

WHEREAS, the DEPARTMENT, based on local and state authority, provides structural and vehicle fire suppression within the Clinton Fire Department Fire Protection District; and

WHEREAS, the PARK and the DEPARTMENT have previously cooperated in the suppression of wildfires and desire to establish guidelines for continued cooperation on wildfire incidents of mutual concern to the PARK and the DEPARTMENT within the Clinton Fire Department Fire Protection District; and

WHEREAS, it is to the mutual advantage of both the DEPARTMENT and the PARK to cooperate closely and coordinate their efforts in the prevention, detection, and suppression of wildland fires in and adjacent to their areas of responsibility; and

NOW THEREFORE, pursuant to the above-referenced federal statutes and the AGREEMENT and in consideration of the mutual advantages in attaining the common objectives stated herein, the SERVICE and the DEPARTMENT mutually agree to be bound by the terms, conditions, and statements of responsibility hereinbelow stated.

ARTICLE II. Statements of Responsibility

1. Wildfire Suppression

(a) The DEPARTMENT maintains primary responsibility for wildfire suppression on non-Federal lands. The PARK maintains primary responsibility for wildfire suppression on PARK lands. Each agency agrees to manage wildfire suppression operations using the total mobility and closest forces concept within the primary aid zone (see 1(b) below). Wildfires occurring in the primary aid zone, when resources from both the PARK, DEPARTMENT, and other cooperators are at the scene, shall be managed under the Incident Command System.

(b) The PARK and DEPARTMENT agree to the establishment of a primary aid zone. The primary aid zone shall include PARK lands and those lands within 1/4 mile of PARK lands within the Clinton Fire Department Fire Protection District.

(c) The PARK and DEPARTMENT agree to immediately initiate suppression action on any unmanned wildfire found within the other's responsibility and shall remain on scene until released by arriving resources from the other agency or until the fire is controlled. Either agency may request initial assistance from the other through the dispatch offices specified in section (1)g below, for wildfires occurring within the mutual aid zone. The use of tractor plows by either agency on PARK lands is restricted to individual actions approved by the PARK Superintendent, his authorized designee, or when human life or significant property is imminently at risk.

(d) The PARK and DEPARTMENT agree that when suppressing wildfires in the other agency's jurisdiction, to adhere to the suppression and mop-up standards of the receiving agency insofar as resources and manpower are available. If adequate facilities and manpower are not available to meet standards, the sending agency will notify the other agency at the earliest possible time. Personnel will utilize personal protective equipment as specified by their agency's standards.

(e) The PARK and DEPARTMENT agree to release the other's personnel and equipment as soon as it is feasible for the Incident Commander to do so, or upon the request of the sending agency.

(f) The PARK and DEPARTMENT are authorized to utilize the other's radio frequencies and roads for emergency purposes.

(g) The PARK agrees to immediately report all potential wildfires to the DEPARTMENT's dispatch office. The DEPARTMENT agrees to immediately report all potential wildfires on PARK lands or within 1/4 mile of PARK boundaries to the PARK dispatch office. Changes in the contacts to be used for these reports shall be added to the agreement whenever necessary.

(h) The PARK and DEPARTMENT agree to hereby waive all claims against the other for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of all wildfire suppression activities described in this agreement.

It is understood that for the purposes of Federal Worker's compensation coverage, employees of the Federal Government assisting in suppressing fires on State or private lands within or adjacent to the PARK lands are to be considered as employees of the Federal Government and not the DEPARTMENT'S employees. It is further understood that for purposes of the DEPARTMENT'S worker's compensation coverage, employees of the DEPARTMENT assisting in suppressing fires on Federal lands are to be considered as employees of the DEPARTMENT and not the Federal Government.

2. Structural and Vehicle Fire Suppression

(a) The DEPARTMENT agrees to suppress all structure and vehicle fires occurring on PARK lands within the jurisdiction of the Clinton Fire Department Fire Protection District.

(b) The PARK and DEPARTMENT agree to hereby waive all claims against the other as stated above in the performance of structure and vehicle fire suppression described in this agreement.

3. Payment of Costs

The PARK and DEPARTMENT agree not to bill each other for services rendered in the suppression of wildfires for extinguishment of structure or vehicle fires within the primary mutual aid zone. Each agency shall, upon request, forward specific cost information for billing to third parties, for management review and use.

4. Communications

(a) The PARK and DEPARTMENT agree to annually review the full contents of this memorandum so as to familiarize all concerned with it's provisions.

(b) The PARK and DEPARTMENT agree to meet annually to review this AGREEMENT and prepare an update of the attached dispatch information. The AGREEMENT may be amended at any time by the written mutual consent of both parties. The approved amendment will immediately become part of this AGREEMENT.

ARTICLE III. Term of Agreement

This AGREEMENT shall be effective on the date hereinabove first written and shall terminate five (5) years from that date. This AGREEMENT may be renewed at the end of the five year term subject to review and approval of the parties.

ARTICLE IV. Reports

1. The PARK and DEPARTMENT agree to provide one another, upon request, a written report of wildfire incident information within five days of the fire being declared out.

2. The PARK and DEPARTMENT agree to furnish each other such reports and documents as may be specified in the preceding sections of this AGREEMENT, subject to the SERVICE and the State of Mississippi rules and regulations.

ARTICLE V. Required Clauses

1. During the performance of this memorandum, the participants agree to abide by the terms of Executive Order 11246 on non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.

2. No member of, delegate to, or resident Commissioner in Congress, shall be admitted to any share or part of this AGREEMENT or to any benefit that may arise therefrom, unless the share or part or benefit is for the general benefit of a corporation or company.

ARTICLE VI. Key Officials

1. National Park Service, Natchez Trace Parkway

   (a) Policy Level:

   Superintendent
   Natchez Trace Parkway
   2680 Natchez Trace Parkway
   Tupelo, MS 38801
   (601) 680-4004

(b) Technical Level:

Fire Management Officer

Natchez Trace Parkway

2680 Natchez Trace Parkway

Tupelo, MS 38801

(601) 680-4029

(c) Operations Level:

District Ranger

Natchez Trace Parkway

Route 4, Box 250

Natchez, Mississippi 39120

(601) 445-4211

2. Chief Bryan E. Presson

Clinton Fire Department

301 West Main Street

Clinton, Mississippi 39056

(601) 924-6421

ARTICLE VII. Termination

This memorandum may be terminated by either party upon sixty (60) days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives as of the date first above written.

THE UNITED STATES DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

_____ 2/17/97

Acting Superintendent — Date

Natchez Trace Parkway

STATE OF Mississippi

CITY OF Clinton

_____ 3/18/97

Fire Chief — Date

Clinton Fire Department

ATTACHMENT

DISPATCH INFORMATION

pursuant to Memorandum of Understanding MU5570-97-019

between

NATIONAL PARK SERVICE, NATCHEZ TRACE PARKWAY

and

Clinton Fire Department

TO REPORT WILDFIRES:

Wildfire Notification [II.1(g)]

REPORT WILDFIRES TO:

PARK - Dispatcher 1-800-300-PARK

DEPARTMENT - Dispatcher #911 or (601) 924-5643