PUBLIC NOTICE OF A REGULAR MEETING
OF THE HOSPITAL AUTHORITY
TUESDAY, MAY 15, 2012 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Charles Murphy, Free Will Baptist Church
3. Consent Agenda
    A. Consider approval of minutes of May 1, 2012
4. Action Items:
    A. Consider Supplemental Budget for Clinton Hospital Authority
5. City Managers Report
6. Audience Participation
7. Adjournment

Filed this 11th Day of May, 2012. Posted on the bulletin board in the lobby of the Clinton City Hall on Friday, May 11, 2012 at 1:30pm

HA050112

MINUTES OF HOSPITAL AUTHORITY MEETING, MAY 1, 2012

Minutes of a regular meeting of the Chairman and Trustee of the Clinton Hospital Authority of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, May 1, 2012 at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on April 27, 2012.

Vice-Chairman Marcy called the meeting to order with the following present;

CHAIRMAN: Absent
TRUSTEES: Bob Marcy, Jason Hulin, Don Rodolph, Phyllis Smith
CITY MANAGER: Steve Hewitt
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Mike Smith
OTHERS: Arnold Adams, David Crabtree, Mr. & Mrs. Keaton Modi, Seth Adams, Jeremy Bush, L.R. Sights, and others.

Jim Westmoreland of the First Baptist Church opened the meeting with prayer and Trustee Phyllis Smith led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of the Regular Meeting of April 17, 2012

Moved by Trustee Smith and seconded by Trustee Hulin, that Consent Agenda Item No. 3 (a) be approved.

Vice-Chairman put the motion to a roll call vote:

Aye: Smith, Hulin, Rodolph, Marcy
Nay: None

Vice-Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

None

AGENDA ITEM NO .5: CITY MANAGER'S REPORT

None

AGENDA ITEM NO. 6: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 7: ADJOURNMENT

Moved by Trustee Hulin and seconded by Trustee Smith that the meeting adjourn.

Chairman put the motion to a roll call vote:

Aye: Hulin, Smith, Rodolph, Marcy
Nay: None

Chairman declared the meeting adjourned at 5:34 pm.

BUDGET AMENDMENT FORM
FY 2011-2012

TYPE OF AMENDMENT:
01 - SUPPLEMENTAL
02 - DECREASE
03 - TRANSFER

CITY OF CLINTON - HOSPITAL AUTHORITY

		ACCOUNTS DECREASED		
TYPE	EXPL.	ACCT #	NAME	AMOUNT
01	A			

ACCOUNTS INCREASED		
ACCT #	NAME	AMOUNT
ESTIMATED REVENUE		
	Fund Balance	499,000
TOTAL ESTIMATED REVENUE		499,000
APPROPRIATIONS		
740-40000-2980	Operating Transfers Out	499,000
TOTAL APPROPRIATIONS		499,000

EXPLANATIONS:

A. Supplemental appropriation to budget portion of fund balance to Operating Transfers Out for transfer to PWA for early redemption payoff of 2002 Revenue Bonds.

DONE BY ORDER OF THE TRUSTEES OF SAID AUTHORITY AND RECORDED IN THE MINUTES OF THE CLERK AT CLINTON, OKLAHOMA, THIS 15TH DAY OF MAY, 2012
ATTEST:

CHAIRMAN

CLERK

PUBLIC NOTICE OF A REGULAR MEETING
OF THE PUBLIC WORKS AUTHORITY
TUESDAY, MAY 15, 2012 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Charles Murphy, Free Will Baptist Church
3. Consent Agenda
    A. Consider Approval of Minutes on May 1, 2012
4. Action Items:
    A. Consider Supplemental Budget for Clinton Public Works Authority
5. City Manager's Report
6. Audience Participation
7. Adjournment
    A. Continue to Industrial Authority Agenda

Filed this 11th Day of May, 2012. Posted on the bulletin board in the lobby of the Clinton City Hall on May 11, 2012 at 1:30 p.m.

PW050112

MINUTES OF THE PUBLIC WORKS AUTHORITY MEETING, MAY 1, 2012

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Public Works Authority of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, May 1, 2012 at 5:30 P.M. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on April 27, 2012.

Vice-Chairman Marcy called the meeting to order with the following present:

CHAIRMAN: Absent
TRUSTEES: Bob Marcy, Jason Hulin, Don Rodolph, Phyllis Smith
CITY MANAGER: Steve Hewitt
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Mike Smith
OTHERS: David Crabtree, Arnold Adams, Mr. & Mrs. Keaton Modi, Jeremy Bush, Seth Adams, and others.

Jim Westmoreland of the First Baptist Church opened the meeting with prayer and Trustee Phyllis Smith led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of the Regular Meeting of April 17, 2012
B. Consider Claims

Moved by Trustee Smith and seconded by Trustee Hulin, that Consent Agenda Item No. 3 (a-b) be approved.

Vice-Chairman put the motion to a roll call vote:

Aye: Smith, Hulin, Rodolph, Marcy
Nay: None

Vice-Chairman declared the motion carried.

AGENDA ITEM NO. 4. ACTION ITEMS

None

AGENDA ITEM NO .5: CITY MANAGER'S REPORT

City Manager Steve Hewitt reported that a valve had broken at the Wastewater Treatment Plant.

Jeremy Bush of Severn Trent explained that while replacing a valve the control area of the Wastewater Treatment Plant was flooded. He said temporary wiring has been set up and Haynes Equipment should be on site by Thursday to evaluate the situation.

City Manager Steve Hewitt said that the Department of Environmental Quality and the City's insurance company have both been notified.

City Manager Steve Hewitt said that at the next meeting he would be presenting a resolution regarding voluntary water restrictions. He said we are beginning the process of bringing Clinton Lake back on line. He said he had hoped that spring rains would help the level of the lake but that has not happened. He said there has been no dramatic change in Clinton Lake. He said the public should be educated on the watering concerns and made aware that conservation regarding irrigation is necessary.

Vice-Chairman Marcy asked about the start-up process for Lake Clinton.

Public Works Director Arnold Adams said the lines would need to be flushed and the process to prepare the plant would take about two days.

City Manager Steve Hewitt said the public swimming pool has been filled and will be opened and operated this summer. He said it was filled with Foss water. He also reported that the sprinklers and City Hall and the Frisco Center will not be running so as to conserve on irrigating.

Public Works Director Arnold Adams said the water treatment plant will be functioning at a minimum level.

City Manager Steve Hewitt said the plant will not be opened or operated until necessary. He said he hoped to make it through May before this was necessary.

AGENDA ITEM NO. 6: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 7: ADJOURNMENT

Moved by Trustee Hulin and seconded by Trustee Smith that the meeting adjourn.

Vice-Chairman put the motion to a roll call vote:

Aye: Hulin, Smith, Rodolph, Marcy
Nay: None

Vice-Chairman declared the meeting adjourned at 5:40 pm.

BUDGET AMENDMENT FORM
FY 2011-2012

TYPE OF AMENDMENT:
01 - SUPPLEMENTAL
02 - DECREASE
03 - TRANSFER

CITY OF CLINTON - PUBLIC WORKS AUTHORITY

ACCOUNTS DECREASED				
TYPE	EXPL.	ACCT #	NAME	AMOUNT
01	A			

ACCOUNTS INCREASED		
ACCT #	NAME	AMOUNT
ESTIMATED REVENUE		
700-507-54070	Water Revenue	725,000
700-507-59020	Sales Tax Transfer In	1,209,000
	Fund Balance	150,000
	Total Water Dept.	**2,084,000**
2010 Educ Fac Bonds		
700-525-53074	Fed Int Subsidy - 2010 Educ Bd	205,368
700-525-54090	Rent Income - 2010 Educ Fac	3,000
700-525-58010	Interest Inc. - 2010 Educ Bd	140
	2010 Educ Bonds Fund Bal	6,204,153
	Total 2010 Educ Fac Bonds	**6,412,661**
TOTAL ESTIMATED REVENUE		8,496,661
APPROPRIATIONS		
700-40701-2200	Foss Water Purchases	725,000
700-40799-5020	Sales Tax Transfer Out	1,209,000
700-40710-3035	Improvements - WTP	150,000
	Total Water Dept.	**2,084,000**
2010 Educ Fac Bonds		
700-42500-2979	Transfer to Other Gov't	5,798,664
700-42500-4010	Interest - 2010 Educ Fac	591,617
700-425004015	Paying Agent Fees - 2010 Educ	22,380
	Total 2010 Educ Fac Bonds	**6,412,661**
TOTAL APPROPRIATIONS		8,496,661

EXPLANATIONS:

A. Supplemental appropriation to budget additional Sales Tax Transfers In and Out due to higher collections.

Transfers required since Sales Tax is pledged against all PWA Revenue Bond Issues

Supplemental appropriations of increased Water Revenues and Foss Water Excess Purchases due to drought conditions and

appropriations of portion of fund balance for repairs and improvements at Water Treatment Plant due to Chemical accident.

Supplemental appropriations to budget all of the 2010 Education Facilities Bond Issue. This is a pass through financing for the

school projects.

DONE BY ORDER OF THE TRUSTEES OF SAID AUTHORITY AND RECORDED IN THE MINUTES
OF THE CLERK AT CLINTON, OKLAHOMA, THIS 15TH DAY OF MAY, 2012.
ATTEST:

CHAIRMAN

CLERK

PUBLIC NOTICE OF A REGULAR MEETING
OF THE INDUSTRIAL AUTHORITY
TUESDAY, MAY 15, 2012 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Charles Murphy, Free Will Baptist Church
3. Consent Agenda
    A. Consider Approval of Minutes of May 1, 2012
4. Action Items:
    A. Consider renewal agreement with Clinton Chamber of Commerce for Staffing and Operation for the Frisco Center
    B. Consider Preliminary Plat approval for New Housing Addition
    C. Consider Supplemental Budget for Clinton Industrial Authority
5. City Manager's Report
6. Audience Participation
7. Adjournment

Filed this 11th Day of May, 2012. Posted on the bulletin board in the lobby of the Clinton City Hall on May 11, 2012 at 1:30 p.m.

IA050112

MINUTES OF THE CLINTON INDUSTRIAL AUTHORITY, MAY 1, 2012

Minutes of a regular meeting of the Chairman and Trustees of the Clinton Industrial Authority of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, May 1, 2012 at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on April 27, 2012.

Vice-Chairman Marcy called the meeting to order with the following present;

CHAIRMAN: Absent
TRUSTEES: Bob Marcy, Jason Hulin, Don Rodolph, Phyllis Smith
CITY MANAGER: Steve Hewitt
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Mike Smith
OTHERS: David Crabtree, Arnold Adams, Mr. & Mrs. Keaton Modi, Seth Adams, Jeremy Bush and others.

Jim Westmoreland of the First Baptist Church opened the meeting with prayer and Trustee Phyllis Smith led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of April 17, 2012 meeting
B. Consider Claims

Moved by Trustee Smith and seconded by Trustee Hulin that Consent Agenda Item No. 3 (a-b) be approved.

Vice-Chairman put the motion to a roll call vote:

Aye: Smith, Hulin, Rodolph, Marcy
Nay: None

Vice-Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER COMMERCIAL REAL ESTATE PURCHASE AGREEMENT WITH TAS TRUCKING, LLC

City Manager Steve Hewitt said the real estate purchase agreement with TAS Trucking had been prepared by Assistant City Attorney Ryan Meacham for the sale of five acres for $10,000.00.

Motion was made by Trustee Rodolph and seconded by Trustee Hulin to approve the purchase agreement with TAS Trucking, LLC for five acres of land on West Commerce for $10,000.00.

Vice-Chairman put the motion to a roll call vote:

Aye: Rodolph, Hulin, Smith, Marcy
Nay: None

Vice-Chairman declared the motion carried.

4B. CONSIDER COMMERCIAL REAL ESTATE PURCHASE AGREEMENT WITH KEATON MODI

City Manager Steve Hewitt said purchase agreement for the sale of nine acres of land to Keaton Modi was prepared by Assistant City Attorney Ryan Meacham. He discussed the various details of the contract to include the cost of the sewer and water lines to the property.

Motion was made by Trustee Rodolph and seconded by Trustee Hulin to approve the commercial real estate purchase agreement with Keaton Modi for nine acres of land for $71,000.00.

Vice-Chairman put the motion to a roll call vote:

Aye: Rodolph, Hulin, Smith, Marcy
Nay: None

Vice-Chairman declared the motion carried.

AGENDA ITEM NO .5: CITY MANAGER'S REPORT

City Manager Steve Hewitt said contract with the Chamber of Commerce regarding the operation of the Frisco Center is being reviewed. He said this is a good partnership.

AGENDA ITEM NO. 6: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 7: ADJOURNMENT

Moved by Trustee Smith and seconded by Trustee Hulin that the meeting adjourn.

Vice-Chairman put the motion to a roll call vote

Aye: Smith, Hulin, Rodolph, Marcy
Nay: None

Vice-Chairman declared the meeting adjourned at 5:50 pm.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Chamber Contract

Staff Source: City Manager, Steve Hewitt

Date: May 11, 2012

History/Background Information:

The City Council / Industrial Authority approved the agreement with the Chamber to take over Frisco Center management operations, beginning July 1st.

Item/Subject Summary:

This is the official contract.

Price/Cost:

Recommendation: Staff recommends approval.

FACILITIES MANAGEMENT AGREEMENT

This FACILITIES MANAGEMENT AGREEMENT ("Agreement") is entered into and effective as of the _____ day of _____, 2012, by and between Clinton Industrial Authority ("Authority") and The Clinton Chamber of Commerce ("Manager"). The Authority and Manager are sometimes referred to individually as a "Party" and collectively as the "Parties."

I. APPOINTMENT OF MANAGER

1.1 APPOINTMENT OF MANAGER. The Authority hereby retains Manager and Manager agrees to perform the Services set forth in Section 2.1 of this Agreement pursuant to the terms and conditions set forth herein.

1.2 INDEPENDENT CONTRACT STATUS. Manager is and shall be considered an independent contractor under this Agreement. Nothing herein contained shall constitute or designate Manager or any of its employees or agents as employees or agents of the Authority, nor shall Manager be deemed or considered as a partner or agent of the Authority. Manager shall have full power and authority to select the means, manner and method of performing its duties under this Agreement without detailed control or direction of the Authority except as set forth in this Agreement. The Authority is only concerned with results to be obtained. It shall be Manager's responsibility as an independent contractor to pay any and all taxes on payments which it receives under this Agreement and to pay its own costs and expenses incurred in connection with performance of this Agreement.

II. DUTIES AND AUTHORITY

2.1 GENERAL DUTIES AND AUTHORITY. Manager shall perform the "Services" specified in Exhibit A, attached hereto and incorporated herein by reference, using the degree of skill and knowledge customarily employed by other professionals performing similar services in the area. Manager shall have no right or authority, express or implied, to take any action, expend any sum, incur an obligation, or otherwise obligate the Authority in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the Council. Manager shall at all times conform to the state policies established and approved by the Authority.

2.2 COMPLIANCE WITH APPLICABLE LAW. Manager shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction.

2.3 NO RIGHT OR INTEREST IN THE AUTHORITY'S ASSETS. Manager shall have no right or interest in any of the Authority's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

2.4 GENERAL LIMITATIONS AND REQUIREMENTS. In connection with performance of the Services, Manager agrees to:

A. Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required by Section V hereof.

B. Advise the Authority of the status of the Services required by this Agreement on a regular basis and work in coordination with the City staff to assure that the Authority has the most complete information available for the exercise of the Authority's powers and discretionary authority.

C. Refrain from entering into any contract, oral or written, in the name of the Authority, and from incurring any debt, liability or obligation for or on behalf of the Authority. All obligations incurred by the Manager shall be obligations of the Manager, which shall hold the Authority harmless therefrom.

.

III. COMPENSATION

3.1 MANAGEMENT FEE. In consideration of the performance by Manager of its obligations under this Agreement, the Authority shall pay Manager a "Facilities Management Fee" in accordance with the "Fee Schedule" attached hereto as Exhibit B. The fees to be paid to Manager for performance of the Services set forth herein shall be subject to annual appropriation by the Authority during its annual budget process.

Any unpaid Facilities Management Fees shall accumulate, without interest, and may be paid to the Manager in future years as funds become available.

3.2 ANNUAL FORECAST. The Manager shall submit to the Authority no later than thirty (30) days prior to the earlier of (i.) the Authority's annual budget meeting or (ii.) November 1, of each succeeding year during the term of this Agreement, an annual forecast for the costs associated with provision of the Services (including expected "Reimbursed Expenses" as that term is defined in Section 3.5) (collectively the "Annual Forecast"). The Authority shall review the proposed Annual Forecast with Manager, and the Authority and Manager shall use their good faith reasonable efforts to resolve any objections to the proposed Facilities Management Fee prior to the Authority's annual budget meeting.

3.3 REPORTS. Manager shall submit to the Authority management reports in a form acceptable to the Authority.

3.4 EXPENSES. Manager shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in Section 3.1 of this Agreement, unless such expenses are approved for reimbursement in advance by the Authority in writing ("Reimbursed

Expenses"). Manager shall not charge the Authority any other fee for use by the Authority of Manager's offices, personnel or overhead expenses except as agreed in advance by the Authority in writing.

3.5 FEE ADJUSTMENT. The Authority and Manager shall annually analyze the reasonableness of the fee set forth above and may, upon the mutual consent of the Authority and the Manager, adjust the schedule and fees as they deem appropriate. The failure of the Authority and the Manager to agree upon any such adjustment shall not require a termination of this Agreement nor shall either Party be entitled to seek an adjustment from any court or other tribunal.

IV. DURATION AND TERMINATION

4.1 TERM. This Agreement shall become effective as of the date first above written and shall terminate on _____ _____, _____, unless otherwise terminated by either Party in accordance with Paragraph 4.2 of this Agreement. Notwithstanding the foregoing, this Agreement shall automatically renew on January 1st of each succeeding year for an additional one (1) year term unless: 1. terminated by the Parties pursuant to this Agreement; or 2. failure by the Authority to budget and appropriate funds for the succeeding year.

4.2 TERMINATION. Either Party may terminate this Agreement prior to expiration of the term set forth above with or without cause. Termination shall be initiated by delivery to the other Party of a written notice of termination at least thirty (90) days prior to the effective date of termination. Such notice shall specify the extent of termination and the effective date, but shall not be required for automatic expiration under Section 4.1 hereof. In the event of early termination, the Authority shall pay Manager for all Services performed to the Authority's reasonable satisfaction prior to the designated termination date giving the account for any costs for which the Authority has become responsible through the date of termination. Said payment shall be made in the normal course of business.

Upon any termination, Manager shall transfer title and deliver to the Authority all Work Product which shall be deemed from and after the effective date of this Agreement to be the property of the Authority. "Work Product" shall consist of all written materials maintained by Manager in connection with performance of this Agreement, including but not limited to all maps, plans, drawings, specifications, reports, electronic files and other documents in whatever form. Manager shall maintain reproducible drawings of any project drawings which it obtains and shall make them available for the Authority's use, and shall provide such copies to the Authority upon request at commercial printing rates.

V. INSURANCE

4.1 INSURANCE COVERAGE REQUIREMENTS. Unless otherwise agreed to by the Parties, Manager shall acquire and maintain during the term of this Agreement, including and extensions of the term, statutory worker's compensation insurance

comprehensive general liability insurance, and automobile liability insurance in the following minimum amounts:

A. Worker's Compensation insurance as required by law.

B. Comprehensive general liability insurance, $1,000,000 combined single limit for bodily injury damage, each occurrence, $2,000,000 general aggregate.

C. Automobile liability insurance in the amount of $1,000,000 combined single limit bodily injury and property damage, each accident.

Prior to commencing any work under this Agreement, Manager shall provide the Authority with a certificate or certificates evidencing the policies required by this Section, as well as the amounts of coverage for the respective types of coverage. If the Manager sub-contracts any portion(s) of the Services, said sub-consultant(s) shall be required to furnish certificates evidencing statutory worker's compensation insurance, comprehensive general liability insurance and automobile liability insurance coverage in the amounts satisfactory to the Authority and the manager. If the coverage required under this Section expires during the term of this Agreement, Manager or sub-consultant shall provide replacement certificate(s) evidencing the continuation of the required policies.

Managers' failure to purchase the required insurance shall not serve to release it from any obligations contained herein; nor shall the purchase of the required insurance serve to limit Manager's liability under any provision herein. Manager shall be responsible for the payment of any deductibles on issued policies.

VI. MISCELLANEOUS

6.1 LIABILITY OF AUTHORITY. No provision, covenant or agreement contained in this Agreement, nor obligations herein imposed upon the Authority, shall constitute or create an indebtedness or debt of the Authority within the meaning of any constitutional provision or statutory limitation.

6.2 ASSIGNMENT. Except as set forth herein, neither this Agreement, nor any of the Parties' rights, obligations, duties or authority hereunder may be assigned or delegated in whole or in part by either Party without prior written consent of the other party which consent shall not be unreasonably withheld. Any improper attempt of assignment or delegation shall be deemed void and of no force or effect. Consent to one assignment or delegation shall not be deemed to be consent to any subsequent assignment or delegation nor the waiver of any right to consent to such subsequent assignment or delegation.

6.3 MODIFICATION. This Agreement may be amended only by an instrument in writing signed by the Parties, except as expressly set forth in Section 6.20.

6.4 INTEGRATION. This Agreement contains the entire agreement between the Parties, and no statement, promise, or inducement made by either party or the agent of either part that is not contained in this Agreement shall be valid or binding.

6.5 SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

6.6 SURVIVAL OF OBLIGATIONS. Unfilled obligations of the parties arising under this Agreement shall be deemed to survive the expiration or termination by court order or otherwise of this agreement, and shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

6.7 GOVERNING LAW. This Agreement shall be governed and constructed in accordance with the laws of the State of Oklahoma.

6.8 HEADINGS FOR CONVENIENCE ONLY. The headings, captions and titles contained herein are intended for convenience and reference only and are not intended to construe any provisions hereof and shall in no way be deemed to define, limit, or add to the meaning of any provisions of this Agreement.

6.9 PERSONS INTERESTED HEREIN. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or to give to any person, other that Parties hereto, any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all of the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties hereto.

6.10 NOTICES. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either Party hereto by the other Party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the Party to whom it is addressed or in lieu of such personal services, three days after deposited in the United States' mail, first-class postage prepaid, properly addressed to the Parties at

Either Party may change it's address for the purpose of this Paragraph by giving written notice of such change to the other Party in the manner provided in this Section 6.10.

6.11 RECOVERY OF COSTS. In the even of any litigation between the Parties hereto concerning the subject matter hereof, the prevailing party in such litigation shall be entitles to receive from the losing party, in addition to the amount of any

judgment or other reward entered therein, all reasonable costs, expenses and attorneys' fees incurred by the prevailing party in such litigation.

6.12 INSTRUMENTS OF FURTHER ASSURANCE. The Parties hereto each covenant that they will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledges, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

6.13 COMPLIANCE WITH LAW. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. Manager declares that Manager had complied with all federal, State and Local laws regarding business permits, certificates and licenses that may be required to carry out the services to be provided under this Agreement.

6.14 NON-WAIVER. No waiver of any of the provision of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder.

6.14 BINDING AGREEMENT. This Agreement shall inure to an be binding on the heirs, executers, administrators, successors, and permitted assigns of the Parties hereto.

6.15 INDEMNIFICATION. The Manager hereby agrees to indemnify and hold harmless the Authority and each of its directors, employees, agents and consultants, form and against any and all claims, demands, losses, liabilities, actions, lawsuits, and expenses (including reasonable attorneys' fees), arising directly or indirectly, in whole or in part, out of negligence, willful misconduct, or any criminal or tortuous act or omission of the Manager or any of its agents or employees, in connection with this Agreement and/or the Manager's performance of the Services or work hereunder, whether within or beyond the scope of its duties or authority hereunder. The provisions of this Section shall survive termination of this Agreement.

6.16 NEGOTIATED PROVISIONS. This Agreement shall no be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement.

6.17 MINOR CHANGES. The Parties executing this Agreement are authorized to non-substantive corrections to this Agreement and attached exhibits, if any, as the parties mutually consider necessary.

6.18 GOOD FAITH OF PARTIES. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

6.19 COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

AUTHORITY:

CLINTON INDUSTRIAL AUTHORITY

By:_____

ATTEST:

_____

MANAGER:

CLINTON CHAMBER OF COMMERCE

By:_____

Exhibit A
Services provided by Chamber

1. A receptionist from 8:00 a.m. to 5:00 p.m., Monday through Friday;
2. Answering all phone calls and greeting all guests;
3. Full bookings and scheduling of all meetings and events;
4. Handling of all billing and purchase orders;
5. Sending of faxes, filing and other office tasks;
6. Daily check of Frisco Center voicemail;
7. Daily check of Frisco Center general e-mail;
8. Stock and replenish all visitor information;
9. Provide visitor packets by request for meetings and events;
10. Provide facilities, support, including, making coffee, refilling water, making copies, etc. for meeting guests;
11. Provide complementary Chamber memberships and promotion for all City entities, including City Parks, Riverside Golf Course, The Frisco Center and the Airport; and
12. Update current schedule of events to Clinton Daily News, Frisco Center website, and relevant information for the digital sign.
13. Handling of all accounts receivable;
14. Scheduling of all part-time staff;
15. Handling of after hour phone calls;
16. Setting up and tearing down multiple meetings
17. Custodial duties:
    a. Changing light bulbs
    b. Taking out trash
    c. Cleaning up meetings
    d. Moving furniture
18. Delivering accounts receivable to City Hall;
19. Have authority over full time custodian, but shall not be responsible for custodian compensation;
20. Pay and hire part time employees to also:
    a. Set up for all meetings and events;
    b. Clean up after all meetings and events in the event a full-time custodian is not available;
    c. making signs for all meeting and events (digital and paper);
    d. Writing thank you notes after all meetings and events;
21. Have authority over all Frisco Conference Center employees who are directly employed by the City;
22. Market the Frisco Conference Center to promote future meetings and events as the City and Chamber agree;
23. Handle all day to day operations which include but are not limited to the following:
    a. Keep stock of all items needed for meeting and events;
    b. Insure customers have all needs taken care of for their meeting or event;

c. Management over website with an up to date calendar of events, pricing, and marketing materials;
d. Insure cleanliness of facility for customers;
e. Handle compliance issues with the health department and code regulation as the City sees fit;
f. Work within the budget set by the City to take care of needs for the Frisco Conference Center.

Exhibit B
Fee Schedule

The City will pay the Chamber of Commerce $72,000/year on a payment of $6,000/month.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Preliminary Plat Approval, New Housing Addition

Staff Source: City Manager, Steve Hewitt

Date: May 11, 2012

History/Background Information:

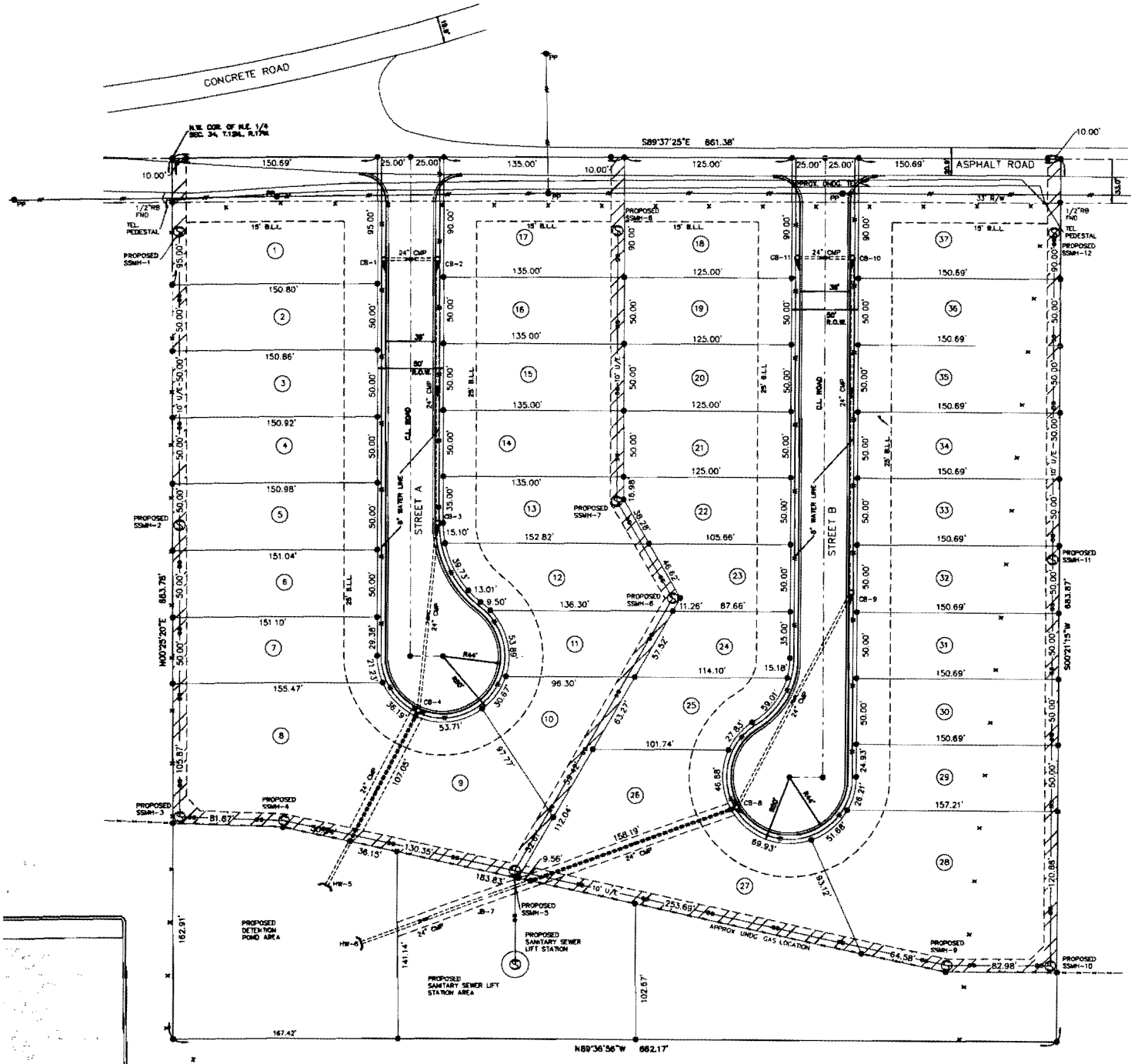
Council approved Engineer Joe Ridley to plat our new 10 acres for Housing.

Item/Subject Summary:

Joe Ridley has our preliminary plat ready for Council and staff review. Focusing on small and medium houses, our goal is to get as many lots as possible. There are 37 lots at 50ft width.

Price/Cost: (no infrastructure costs available at this time)

Recommendation: Staff is looking for Council feedback. I've asked Mr. Ridley to look at wider lots and see how many homes can be built with slightly larger lots. We may need a combination of sizes.



DARRELL McC
CERTIFICATE C

LEGAL DESCRI

PRELIM

CLINTON

LOCATED IN THE N
THE NE1/4 OF SE
NORTH, R
CUSTER COU
APRIL 15, 2

BUDGET AMENDMENT FORM
FY 2011-2012

TYPE OF AMENDMENT:
01 - SUPPLEMENTAL
02 - DECREASE
03 - TRANSFER

CITY OF CLINTON - INDUSTRIAL AUTHORITY

		ACCOUNTS DECREASED		
TYPE	EXPL.	ACCT #	NAME	AMOUNT
01	A			

ACCOUNTS INCREASED		
ACCT #	NAME	AMOUNT
ESTIMATED REVENUE		
	Loan Proceeds	415,000
TOTAL ESTIMATED REVENUE		415,000
APPROPRIATIONS		
740-44800-3040	FD Const Land Acquisition	240,000
740-44800-3050	FD Const Architect/Engin	174,500
740-44800-3055	FD Const Admin Costs	500
TOTAL APPROPRIATIONS		415,000

EXPLANATIONS:

A. Supplemental appropriation to budget Loan Proceeds and Project Costs in this year.

DONE BY ORDER OF THE TRUSTEES OF SAID AUTHORITY AND RECORDED IN THE MINUTES OF THE CLERK AT CLINTON, OKLAHOMA, THIS 15TH DAY OF MAY, 2012
ATTEST:

CHAIRMAN

CLERK

PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, MAY 15, 2012 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Charles Murphy, Free Will Baptist Church
3. Consent Agenda
    A. Consider Approval of Minutes on May 1, 2012
4. Action Items:
    A. Consider Election of Two Trustees to the Oklahoma Municipal Assurance Group
    B. Consider Request of Street Closing, Parades and Permit Waivers for 2012-2013
    C. Consider approval of Progress Payment #2 to Colony Construction for renovation of Police Station
    D. Request implementation of Voluntary Conservation Procedures for landscape irrigation referencing Ordinance No. 935
    E. Consider Supplemental Budget for:
    F. General Fund
    G. Capital Improvement Fund
    H. 4 th Cent Acme Park
    I. Sales Tax- PD/FD Construction
    J. Clinton Central Garage Fund
5. City Manager's Report
6. Audience Participation
7. Adjournment

Filed this 11th day of May, 2012. Posted on the bulletin board in the lobby of the Clinton City Hall on May 11, 2012 at 1:30 p.m.

MINUTES OF THE CLINTON CITY COUNCIL
MAY 1, 2012

Minutes of the regular meeting of the Mayor and City Council of the City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, May 1, 2012 at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on April 27, 2011.

Vice-Mayor Bob Marcy called the meeting to order with the following present;

MAYOR: Absent
COUNCIL: Don Rodolph, Bob Marcy, Jason Hulin, Phyllis Smith
CITY MANAGER: Steve Hewitt
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CITY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Mike Smith
OTHERS: Arnold Adams, David Crabtree, Mr. & Mrs. Keaton Modi, Seth Adams, Jeremy Bush, and others.

Jim Westmoreland of the First Baptist Church opened the meeting with prayer and Councilwoman Phyllis Smith led the Pledge of Allegiance.

AGENDA ITEM NO. 4: CONSENT AGENDA:

A. Minutes of Regular Meeting of April 17, 2012
B. Consider Claims

Moved by Councilwoman Smith and seconded by Councilman Hulin, that Consent Agenda Item No. 3 (a-b) be approved.

Vice-Mayor put the motion to a roll call vote:

Aye: Smith, Hulin, Rodolph, Marcy
Nay: None

Vice-Mayor declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER REQUEST FOR FISHING DOCK AND WALKING TRAIL AT ACME BRICK PARK POND

City Manager Steve Hewitt reported that staff has been working for the past four years on a grant with SWODA regarding a fishing dock for Acme Brick Park. He cost sharing portion has been included in the budget at $49,000.00. He said he felt for this amount the project could be completed by the City. He said the request to authorize the project for a not to exceed $49,000.00 for the fishing dock and walking trail is being presented.

Councilwoman Smith asked if funds would be available through MODA.

City Manager Hewitt said the project must be completed first and then submittal to MODA could be made. He said the Parks Director is planning a fishing derby this summer and that project should be completed before July 1, 2012.

Motion was made by Councilwoman Smith and seconded by Councilman Rodolph to authorize the expenditure of not to exceed $49,000.00 for a fishing dock and walking trail at Acme Brick Park Pond.

Vice-Mayor put the motion to a roll call vote:

Aye: Smith, Rodolph, Hulin, Marcy
Nay: None

Vice-Mayor declared the motion carried.

4B. CONSIDER REQUEST FOR REPAIRS TO TENNIS COURTS AT GARY BOULEVARD AND LEXINGTON

City Manager Steve Hewitt explained that repair work had been done in the past to the tennis courts. He said that money has been pulled from the Capital Improvement Fund to make repairs to a 950 square foot section of the courts. He said he has spoken with the Superintendent of Schools about working together on a program for the tennis courts. He said he wasn't sure how much the school would be able to help.

Councilman Hulin said he spoke to the tennis coach Phil Veazey who told him that repairs had been made to the courts in 2008 and shortly after that there were problems and the contractor who had been paid approximately $30,000.00 did nothing to correct.

City Treasurer Debra Blanchard confirmed that the contractor in 2008 is the same contractor that is being recommended to make these repairs.

Councilman Hulin said that Merrit is a long-time business and he would like to see the City come back with a broader plan rather than just go back with the same contractor who did not stand behind his work. He said he would like to see something in a new direction.

City Manager Steve Hewitt said the overlay project was on aged concrete. He said this is a patch job that would allow the continued use of the courts over the next couple of year. He said to undertake a project like was described, it would request an engineer to provide an estimate for the project. He said a partnership with the schools for a long-term solution would be necessary.

Councilman Rodolph recommended getting a quote from Merritt.

Public Works Director Arnold Adams said they have submitted a quote for this project and they were the higher quote.

City Manager Steve Hewitt said more research would be done and a recommendation would be brought back. He said he was not aware of the issues with the contractor on a previous project. He said the goal is to being the facility back to a set standard.

It was agreed that the item would come back to the Council at the next Council meeting.

4C. CONSIDER REQUEST TO PURCHASE PICKUP FOR THE STREET DEPARTMENT

City Manager Steve Hewitt explained that the Street Department is in need to a new pickup. They recommend replacing a 1997 ¾ ton pickup currently in the fleet. The budget includes $20,000 for this purchase.

Motion was made by Councilman Rodolph and seconded by Councilman Hulin to authorize the purchase of a pickup for the Street Department at a rate not to exceed $20,000.00 and trade in a 1997 ¾ ton pickup.

Vice-Mayor put the motion to a roll call vote:

Aye: Rodolph, Hulin, Smith, Marcy
Nay: None

Vice-Mayor declared the motion carried.

5. CITY MANAGER'S REPORT

City Manager Steve Hewitt reported that the housing plat review would be presented in two weeks. He said a meeting is scheduled for Monday to review the Fire Station project and bids would be out in two weeks. He said a progress report on the Police Station would be presented on Monday also.

City Manager Hewitt said the exterior of City Hall has been painted.

A budget work session has been set for Thursday, May 10, 2012 at 5:30 at the Frisco Center. He said the draft budgets would be provided to each Council member by the end of the week.

AGENDA ITEM. 7 AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Councilman Hulin and seconded by Councilwoman Smith to adjourn the meeting.

Vice-Mayor put the motion to a roll call vote:

Aye: Hulin, Smith, Rodolph, Marcy
Nay: None

Mayor declared the meeting adjourned at 6:00 P.M.

Oklahoma Municipal Assurance Group

3650 S. Boulevard • Edmond, OK 73013-5581 • 405/657-1400 • 800/234-9461 • fax: 405/657-1401 • www.omag.org

TO: Members of the Oklahoma Municipal Assurance Group

FROM: Patrick Parsons, Chief Executive Officer

DATE: April 27, 2012

SUBJECT: Election of Two Trustees

Herein is the **OFFICIAL BALLOT** for the governing body of your municipality to use in electing two (2) members to the Board of Trustees of the Oklahoma Municipal Assurance Group for three-year terms commencing July 1, 2012.

Trustees whose terms expire on June 30, 2012 are:

Ms. Patti Shelite, Clerk-Treasurer of Fort Cobb
Mr. Craig Stephenson, City Manager of Ponca City

Trustees whose terms expire on June 30, 2013 are:

Mr. Mike Bailey, Clerk-Finance Director of Bartlesville
Mr. John Sheppard, City Manager of Walters

Trustees whose terms expire on June 30, 2014 are:

Mr. Earl Burson, City Manger of Harrah
Ms. Janice Cain, City Administrator of Marlow
Ms. Pam Polk, City Manager of Collinsville

PLEASE BE ADVISED THAT THE FAILURE TO PROPERLY SUBMIT THIS BALLOT WILL INVALIDATE THE BALLOT!

Your Ballot must be:

(1) Signed by the Mayor;
(2) Attested by the City Clerk; and
(3) Returned to OMAG no later than May 31, 2012 by: (1) sending a facsimile of the ballot to OMAG at (405) 657-1401; (2) sending the ballot to Karen Jones at kjones@omag.org; or (3) sending OMAG the ballot by certified mail.

BALLOT

OKLAHOMA MUNICIPAL ASSURANCE GROUP
2012 Election of Two Trustees

The biographical sketch for each nominee was written by the person(s) who made the nomination. Nominees are listed in alphabetical order. YOU MAY VOTE FOR TWO (2) NOMINEES.

____ **STEVE HEWITT, City Manager, City of Clinton.** Steve Hewitt, City Manager of Clinton, was Governing Magazine's 2009 Public Official of the Year, also City and County Magazine's 2008 Municipal Leader of the Year. Hewitt is an advocate for building and planning smart/sustainable communities. The City of Clinton has been involved with OMAG for 25+ years. **(The City of Clinton participates in the Municipal Property Protection Plan and the Municipal Liability Protection Plan.)**

____ **SANDRA KIMERER, Finance Director, City of Bethany.** Sandra's background includes work at financial intermediaries in accounting/investment management. Her governmental career began at OMAG in 1991. She served as Treasurer/Comptroller for the City of Del City before accepting the Finance Director position with Bethany. Sandy has an MBA from OCU, is a CPA, and CFA charterholder. **(The City of Bethany participates in the Municipal Workers' Compensation Plan, the Municipal Liability Protection Plan, and the Municipal Property Protection Plan.)**

____ **BRIAN MCDOUGAL, City Manager, City of Shawnee.** Brian McDougal is the City Manager of Shawnee. With 19 years experience in local government, Brian earned a bachelor's degree in Planning and a Master of Public Administration from Georgia State University. Brian represents Shawnee on many governing boards. Brian is an Elder at United Presbyterian Church in Shawnee. **(The City of Shawnee participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

____ **ROCKY D. ROGERS, City Manager, City of Sand Springs.** Rocky Rogers holds an MBA with a certificate in advanced management development. He has over 11 years in upper level management. He is a retired Air National Guard serviceman and belongs to organizations such as the Sand Springs Rotary, ICMA, CMAO and ASPA. **(The City of Sand Springs participates in the Municipal Liability Protection Plan, and Municipal Property Protection Plan, and the Municipal Workers' Compensation Plan.)**

____ **PATTI SHELITE, Clerk-Treasurer, Town of Fort Cobb.** Patti has over 30 years experience in municipal government. She currently serves as OMAG Board Secretary. She holds the Certified Municipal Clerk's and Certified Finance Administrator designations. She is the current state education chair for Oklahoma Clerk's. **(The Town of Fort Cobb participates in the Municipal Workers' Compensation Plan, the Municipal Liability Protection Plan, and the Municipal Property Protection Plan.)**

____ **CRAIG STEPHENSON, City Manager, City of Ponca City.** Craig is a current incumbent on the OMAG Board. He has 26 years municipal government experience serving communities as Assistant City Manager and City Manager. Craig holds Bachelor's and Master's degrees in Political Science and has earned the ICMA Credentialed Manager designation. He is CMAO's Board Secretary-Treasurer elect. **(The City of Ponca City participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

SEE REVERSE FOR ADDITIONAL NOMINEES

SEE REVERSE FOR ADDITIONAL NOMINEES

____ **ED THREATT, Mayor, Town of Luther.** Ed has been Luther Mayor 5 years. His sharp eye for detail and passion for serving Oklahoma precedes him. Working closely with Ed on a daily basis we know he would serve OMAG as proudly as he serves the Town of Luther. Ed would be a wonderful asset to OMAG. **(The Town of Luther participates in the Municipal Property Protection Plan and the Municipal Liability Protection Plan.)**

____ **TIM YOUNG, City Manager, City of Tuttle.** Dedicated to public service throughout his career, Tim has served as Tuttle's City Manager since 2008. Tim's primary focus throughout his career has been fostering partnerships to leverage vital limited resources. He is active in Lion's Club, Chamber of Commerce, Cub Scouts, and First Baptist Church. **(The City of Tuttle participates in the Municipal Property Protection Plan and the Municipal Liability Protection Plan.)**

Ballot cast for the governing body of the municipality of _____

Signed: _____
Mayor

Attested: _____ Date: _____, 2012
Clerk

PLEASE BE ADVISED THAT THE FAILURE TO PROPERLY SUBMIT THIS BALLOT WILL INVALIDATE THE BALLOT!

Your Ballot must be returned to the Oklahoma Municipal Assurance Group, 3650 S. Boulevard, Edmond, OK 73013 no later than *May 31, 2012,* by:

(1) sending a facsimile of the ballot to OMAG at (405) 657-1401;
(2) sending the ballot to Karen Jones at kjones@omag.org; or
(3) sending OMAG the ballot by certified mail.

Clinton
Hub City of Western Oklahoma

Memorandum

To: **Steve Hewitt, City Manager**

From: **Rhonda Williams, Executive Assistant**

Date: **05/08/2012**

Re: **Responses for Street Closures and Permit Waivers**

In April 2012, you sent a letter to organizations who had in the past, requested street closures and permit fee waivers from the City Council. The letter requested a response by May 1, 2012, of any events scheduled between July 1, 2012 and June 30, 2013. Those groups that responded are listed below.

Chamber of Commerce

Clinton Rodeo Days- Saturday July 28, 2012

- Frisco Ave closed from 4th to 7th including intersection from 6:00am –12:30 pm
- Frisco Ave. closed from 4th to 10th, including intersections beginning at 9:30am and ending at 11:00 for the Rodeo Parade

Festival of the Lights- Tuesday, November 27, 2012

- Frisco closed from 4th –7th, including intersections, beginning at 5:00pm and ending @ 8:30pm
- Frisco closed from 4th –10th, including intersections, beginning at 6:00pm and ending @ 7:30pm
- Use of Engleman Park from 3:00pm-8:30pm
- Lights to be turned on in Engleman Park @ 5:00pm

Hub City Market- April 18-21, 2013

- Use of the Calmez lot, east of the Frisco Center parking
- Use of the empty lot @ 4th and Frisco Next to Shamburg's store for parking
- Assistance from the City to install and remove electrical drop cords in the Frisco Center exhibit hall.

(Install on Wednesday, April 17 and remove on Tuesday, April 23, 2013

Route 66 Festival, Hot Dogs & Hot Rods on 66-May 31 & June 1, 2013

Friday, May 31, 2013

- Frisco Avenue Closed from 4th – 5th Street, including intersections, beginning @ 5:30-11:00 pm Friday
- Use of the lot located on the NW corner of 4th and Frisco Ave. next to Shamburgs for Battle of the Bands
- Use of 5th street for Burn Out, Closing 5th street from Gary Blvd. To Avant from 6:30-11:00pm

Saturday, June 1, 2013

- Use of McLain Rogers Park and Amphitheater From 7:00am – 11:00pm
- 10 extra trash receptacles place at McLain Rogers Park
- Picnic tables From Acme Park brought to Mc Lain Rogers Park
- Extra police and emergency personnel available from 7:00am – 10:00pm
- Bess Rogers Street closed between 10th and 13th from 7:00am-5:00pm for a car show

Kiwanis

Halloween Parade- Wednesday, October 31, 2012

- Close Frisco Ave. From 6th – 8th Street from 5:30 – 7:00 pm with use of Engleman Park for judging; Parade to begin at 5:00pm

Clinton Public Library

Week of April 7, 2013

Still in planning stages: May need 4 parking spaces block in front of the Library

Cinco de Mayo-Saturday May 4, 2013

- **Use of Mc Lain Rogers Park**
- **Block off Bess Rogers Drive during the event**
- **Use of the City Tent & Fee Waiver**

Clinton Baseball Inc.

Carnival- Fundraiser- September 26-29, 2012

- **Carnival Fee Waiver**

Clinton Schools

Homecoming Parade-Friday September 28, 2012

- **Parade to begin at 3:30pm**
- **Parade Permit Waiver**

Veterans Day Parade- Date and Time to be determined.

Clinton High School ROTC

They are in the planning stages and will have more information to us at a later date.

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF PAGES

TO OWNER: City of Clinton
415 Gary Boulevard
Clinton, OK. 73601

PROJECT: Police Department Remodel

APPLICATION #: 2
PERIOD TO: 04/23/12
PROJECT NOS:

Distribution to:
- [ ] Owner
- [ ] Const. Mgr
- [ ] Engineer
- [ ] Contractor
- [ ]

FROM CONTRACTOR: Colony Construction
2811 Dorchester Drive
Oklahoma City, OK. 73120

VIA ARCHITECT: GLMV Architecture, Inc.
1525 E. Douglas
Wichita, KS. 67211

CONTRACT DATE: 03/15/12

CONTRACT FOR: Police Department Remodel

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	$	548,904.00
2. Net change by Change Orders	$	
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	$	548,904.00
4. TOTAL COMPLETED & STORED TO DATE-$ (Column G on Continuation Sheet)		56,277.00
5. RETAINAGE:		
a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	$	5,627.70
b. 10.0% of Stored Material (Column F on Continuation Sheet)	$	
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)	$	5,627.70
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	50,649.30
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	12,330.00
8. CURRENT PAYMENT DUE	$	38,319.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	498,254.70

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By: _____ Date: 4/20/12

State of: Oklahoma
County of: Oklahoma

Subscribed and sworn to before me this 20 day of April

NOTARY PUBLIC SEAL — JAMES TERLIP
Notary Public in and for the State of Oklahoma
Commission #11003795
My Commission expires 4/25/2015

Notary Public: _____
My Commission expires: 4/15/2015

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ---------- $ 38,319.30

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER:

By: _____ Date: 5/7/12

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:
Police Department Remodel

APPLICATION NUMBER: 2
APPLICATION DATE: 23-Apr-12
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed: From Previous Application (D + E)	Work Completed: This Period	Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
1	**General Conditions**	$ 34,379	$ -	$ 5,157		$ 5,157	15%	$ 29,222	$ 516
2	**Bonds/Insurance**	$ 17,126	$ 13,700	$ 3,426		$ 17,126	100%	$ -	$ 1,713
3	**Demolition**	$ 7,380	$ -	$ 3,690		$ 3,690	50%	$ 3,690	$ 369
4	**Concrete**	$ 23,166				$ -		$ 23,166	$ -
5	**Polished Concrete**	$ 15,850				$ -		$ 15,850	$ -
6	**Masonry**	$ 11,867		$ 1,780		$ 1,780	15%	$ 10,087	$ 178
7	**Metal Fabrication**	$ 923				$ -		$ 923	$ -
8	**Finish Carpentry**	$ 8,492				$ -		$ 8,492	$ -
9	**Hollow Metal**	$ 9,656				$ -		$ 9,656	$ -
10	**Wood Doors**	$ 8,856				$ -		$ 8,856	$ -
11	**Glass/Glazing**	$ 6,673				$ -		$ 6,673	$ -
12	**Finish Hardware**	$ 24,600				$ -		$ 24,600	$ -
13	**Drywall/Ceilings**	$ 33,787		$ 10,136		$ 10,136	30%	$ 23,651	$ 1,014
14	**Flooring**	$ 28,014				$ -		$ 28,014	$ -
15	**Painting**	$ 29,502				$ -		$ 29,502	$ -
16	**Int. Signage**	$ 1,502				$ -		$ 1,502	$ -
18	**Toilet Accessories**	$ 935				$ -		$ 935	$ -
20	**Entrance Mat**	$ 492				$ -		$ 492	$ -
21	**Metal Casework**	$ 8,954				$ -		$ 8,954	$ -
22	**Total Mechanical**	$ 104,550		$ 11,500		$ 11,500	11%	$ 93,050	$ 1,150
23	**Electrical**	$ 172,200		$ 6,888		$ 6,888	4%	$ 165,312	$ 689
24						$ -		$ -	$ -
	SUBTOTALS PAGE 2	$ 548,904	$ 13,700	$ 42,577	$ -	$ 56,277	10%	$ 492,627	$ 5,628

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Voluntary Water Conservation

Staff Source: City Manager, Steve Hewitt

Date: May 11, 2012

History/Background Information:

The City Council passed Ord. 935 last year that creates water conservation requirements. Clinton is still off-line for a couple of weeks; we have recently hit our peak amount of water that our line can take from Foss. Our issue is landscape irrigation and recreational usage. We need our community to use water conservatively.

Item/Subject Summary:

This Ordinance is a guide to voluntary measures to help our situation. If we receive good community participation, we will not need to implement any forced restrictions.

Price/Cost:

Recommendation: Staff recommends approval of voluntary conservation actions. If approved we will ask for odd/even watering. Watering between 7pm – 9am, no more than ¾ inch of water per irrigation zone (no more than 1 hour of watering). No hard surface runoff.

Published in CDN 8-5-11

ORDINANCE NO. 935

[AN ORDINACE TO IMPLIMENT WATER CONSERVATION PROCEDURES DURING PERIODS OF DROUGHT THROUGH EFFICIENT LANDSCAPE IRRIGATION; AND ESTABLISHING PENALTIES FOR VILOATINONS THEREOF]

BE IT ORDAINED BY THE COUNCIL OF CITY OF CLINTON, OKLAHOMA: Code of Ordinances, are hereby created to read:

WATER CONSERVATION ORDINANCE FOR LANDSCAPE IRRIGATION

Section 1. INTENT AND PURPOSE. It is the intent and purpose of this Ordinance to implement procedures that promote water conservation through more efficient landscape irrigation, during our drought conditions.

Section 2. DEFINITIONS.

For the purpose of this Article, the following terms, phrases, words and their derivatives shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural.

(a) "Address" means the house number of a physical location of a specific property. If a lot number in a mobile home park or similar community is used by the U.S. Postal Service to determine a delivery location, the lot number shall be the property's address. An "even numbered address" means an address ending in the numbers 0, 2, 4, 6, 8 or the letters A-M. An "odd numbered address" means an address ending in the numbers 1, 3, 5, 7, 9 or the letters N-Z.

(b) "City" means the City of Clinton.

(c) "Person" means any person, firm, partnership, association, corporation, company, or organization of any kind.

(d) "Landscape irrigation" means the outside watering of plants in a landscape such as shrubbery, trees, lawns, grass, ground covers, plants, vines, gardens and other such flora that are situated in such diverse locations as residential areas, public, commercial, and industrial establishments, and public medians and rights-of-way. "Landscape irrigation" does not include agricultural crops, nursery plants, cemeteries, golf course greens, tees, fairways, primary roughs, and vegetation associated with recreational areas such as playgrounds, football, baseball and soccer fields.

Section 3. LANDSCAPE IRRIGATION SCHEDULES.

1. The City Manager shall have the authority, with the advice and consent of the Council, to institute water conservation procedures in the following form. Landscape irrigation shall occur only in accordance with the following irrigation schedule:

a. Landscape irrigation at odd numbered addresses or no address may occur only on odd numbered days and shall not occur between 9:00 a.m. and 7:00 p.m.; and

b. Landscape irrigation at even numbered addresses may occur only on even numbered days and shall not occur between 9:00 a.m. and 7:00 p.m.; and

c.. No more than ¾ inch of water may be applied per irrigation zone on each day that irrigation occurs, and in no event shall irrigation occur for more than 1 hour per irrigation zone on each day that irrigation occurs.

d. There shall be no runoff or direct spray on hard surfaces.

Section 4. EXCEPTIONS TO THE LANDSCAPE IRRIGATION SCHEDULES.

Landscape irrigation shall be subject to the following irrigation schedule exceptions:

1. Irrigation of new landscape is allowed at any time of day on any day for the initial 30 days and every other day for the next 30 days for a total of one 60-day period, provided that the irrigation is limited to the minimum amount necessary for such landscape establishment.

2. Watering in of chemicals, including insecticides, pesticides, fertilizers, fungicides, and herbicides, when required by law, the manufacturer, or best management practices, is allowed at any time of day on any day within 24 hours of application. Watering in of chemicals shall not exceed ¼ inch of water per application except as otherwise required by law, the manufacturer, or best management practices.

4. Irrigation systems may be operated at any time of day on any day for maintenance and repair purposes not to exceed 5 minutes per hour per zone.

5. Irrigation using a hand-held hose equipped with an automatic shut-off nozzle is allowed at any time of day on any day.

Section 5. VARIANCE FROM SPECIFIC DAY OF THE WEEK LIMITATIONS. A variance from the specific landscape irrigation days or day set forth in Section 3 may be granted if strict application of the scheduled days or day would lead to unreasonable or unfair results in particular instances, provided that the applicant demonstrates with particularity that compliance with the scheduled days or day will result in a substantial economic, health or other hardship on the applicant requesting the variance or those served by the applicant. Where a contiguous property is divided into different zones, a variance may be granted hereunder so that each zone may be irrigated on different days or day than other zones of the property. However, in no event shall a variance allow a single zone to be irrigated more than two days per week. A petition must be filed with the City Clerk requesting a variance. The City Manager shall hear all applications within ten (10) days of the application being filed. An adverse decision of the City Manager may be appealed, in writing within ten (10) days, to be heard by the Council.

Section 6. APPLICATION OF ORDINANCE. The provisions of this Ordinance shall apply to each person located within the City of Clinton.

Section 7. ENFORCEMENT OFFICIALS. The Police Department is hereby authorized to enforce the provisions of this Ordinance. In addition, the City Manager may also delegate enforcement responsibility for this ordinance to agencies and department of city government.

Section 8. PENALTIES. Violation of any provision of this Ordinance shall be subject to the penalties described in 1-4-1 of this Code.

Each day in violation of this Ordinance shall constitute a separate offense. Enforcement officials shall provide violators with no more than one written warning. In addition to the civil sanctions contained herein, the City may take any other appropriate legal action, including, but not limited to, injunctive action to enforce the provisions of this Article.

Section 9. CODIFICATION. This Ordinance shall be codified as described in 2-16 of the City Code.

Section 10. SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 11. EMERGENCY CLAUSE. This Ordinance shall take effect immediately upon adoption.

PASSED AND DULY ADOPTED by the Council of the City of Clinton, Oklahoma this 8 day of August, 2011.

MAYOR

ATTEST:

Lisa Anders

CITY CLERK

(SEAL)

BUDGET AMENDMENT FORM
FY 2011-2012

TYPE OF AMENDMENT:
01 - SUPPLEMENTAL
02 - DECREASE
03 - TRANSFER

CITY OF CLINTON - GENERAL FUND

		ACCOUNTS DECREASED		
TYPE	EXPL.	ACCT #	NAME	AMOUNT
01	A			

ACCOUNTS INCREASED		
ACCT #	NAME	AMOUNT
ESTIMATED REVENUE		
100-500-51010	Sales Tax	450,000
100-500-51016	Sales Tax Acme Perm	72,000
100-500-51018	Lodging Tax	160,000
100-500-54039	Youth Programs	25,000
TOTAL ESTIMATED REVENUE		707,000
APPROPRIATIONS		
100-41408-1020	Recr. Part-time Wages	13,000
100-41408-2410	Recr. Operating Supplies	10,000
100-41408-2416	Recr. Concessions	2,000
100-49999-5020	Sales Tax Transfers Out	522,000
100-49999-5040	Lodging Tax Transfer Out	160,000
TOTAL APPROPRIATIONS		707,000

EXPLANATIONS:

A. Supplemental appropriation to budget additional Sales Tax Collections & Lodging Tax Collections Transferred in and out.

Sales Tax to meet revenue bond requirements. Lodging Tax to fund Indust Auth. Frisco Center Operations.

Supplemental appropriation to budget additional Youth Program Collections to cover operations of new programs started.

DONE BY ORDER OF THE GOVERNING BOARD OF SAID MUNICIPALITY AND RECORDED IN THE MINUTES OF THE CLERK AT CLINTON, OKLAHOMA, THIS 15th DAY OF MAY, 2012.
ATTEST:

MAYOR

CLERK

BUDGET AMENDMENT FORM
FY 2011-2012

TYPE OF AMENDMENT:
01 - SUPPLEMENTAL
02 - DECREASE
03 - TRANSFER

CITY OF CLINTON - CAPITAL IMPROVEMENT FUND

		ACCOUNTS DECREASED		
TYPE	EXPL	ACCT #	NAME	AMOUNT
01	A			

ACCOUNTS INCREASED		
ACCT #	NAME	AMOUNT
ESTIMATED REVENUE		
430-500-51011	Sales Tax	230,000
TOTAL ESTIMATED REVENUE - INCR		230,000
APPROPRIATIONS		
430-49999-5020	Sales Tax Transfers Out	230,000
TOTAL APPROPRIATIONS		230,000

EXPLANATIONS:

A. Supplemental appropriation to budget additional Sales Tax Collections and Transfers Out to meet revenue bond requirements.

DONE BY ORDER OF THE GOVERNING BOARD OF SAID MUNICIPALITY AND RECORDED IN THE MINUTES OF THE CLERK AT CLINTON, OKLAHOMA, THIS 15TH DAY OF MAY, 2012.
ATTEST:

MAYOR

CLERK

BUDGET AMENDMENT FORM
FY 2011-2012

TYPE OF AMENDMENT:
01 - SUPPLEMENTAL
02 - DECREASE
03 - TRANSFER

CITY OF CLINTON - 4TH CENT ACME PARK

		ACCOUNTS DECREASED		
TYPE	EXPL.	ACCT #	NAME	AMOUNT
01	A			

ACCOUNTS INCREASED		
ACCT #	NAME	AMOUNT
ESTIMATED REVENUE		
512-546-51017	Sales Tax - Acme Debt Srv	330,616
TOTAL ESTIMATED REV		330,616
APPROPRIATIONS		
512-49999-5020	Sales Tax Transfer Out	330,616
TOTAL APPROPRIATIONS		330,616

EXPLANATIONS:

A. Supplemental appropriation to budget 4th Cent Acme Debt Service Sales Tax Collections and transfers out to PWA to meet 2006 Debt Service requirements.

DONE BY ORDER OF THE GOVERNING BOARD OF SAID MUNICIPALITY AND RECORDED IN THE MINUTES OF THE CLERK AT CLINTON, OKLAHOMA, THIS 15TH DAY OF MAY, 2012.
ATTEST:

MAYOR

CLERK

BUDGET AMENDMENT FORM
FY 2011-2012

TYPE OF AMENDMENT:
01 - SUPPLEMENTAL
02 - DECREASE
03 - TRANSFER

CITY OF CLINTON - SALES TAX - PD/FD CONSTRUCTION

		ACCOUNTS DECREASED		
TYPE	EXPL.	ACCT #	NAME	AMOUNT
01	A			

ACCOUNTS INCREASED		
ACCT #	NAME	AMOUNT
ESTIMATED REVENUE		
514-547-51017	Sales Tax	428,534
514-547-59020	Sales Tax Transfers In	428,534
TOTAL ESTIMATED REV		857,068
APPROPRIATIONS		
514-44700-3050	PD Renov/Architect & Engin	75,000
514-44700-3055	PD Renov/Admin	1,000
514-44700-3060	PD Renov/Constr Costs	277,534
514-44700-3063	PD Renov/FF&E	75,000
514-49999-5020	Other Uses/Transfers Out	428,534
TOTAL APPROPRIATIONS		857,068

EXPLANATIONS:

A. Supplemental appropriation to budget PD/FD Construction Project Sales Tax Collections to projects.

DONE BY ORDER OF THE GOVERNING BOARD OF SAID MUNICIPALITY AND RECORDED IN THE MINUTES OF THE CLERK AT CLINTON, OKLAHOMA, THIS 15TH DAY OF MAY, 2012.
ATTEST:

MAYOR

CLERK

BUDGET AMENDMENT FORM
FY 2011-2012

TYPE OF AMENDMENT:
01 - SUPPLEMENTAL
02 - DECREASE
03 - TRANSFER

CLINTON CENTRAL GARAGE FUND

		ACCOUNTS DECREASED		
TYPE	EXPL.	ACCT #	NAME	AMOUNT
01	A			

ACCOUNTS INCREASED		
ACCT #	NAME	AMOUNT
ESTIMATED REVENUE		
760-536-54138	Solid Waste Collections	5,000
TOTAL EST. REV		5,000
APPROPRIATIONS		
760-43600-2421	Parts - Vehicle Maint	5,000
TOTAL APPROPRIATIONS		5,000

EXPLANATIONS:

A. Supplemental appropriation to increase Parts - Vehicle Maint line for larger number of repairs and parts costs for Solid Waste Trucks. Costs reimbursed to this Internal Service Fund by each participating Authority.

DONE BY ORDER OF THE GOVERNING BOARD OF SAID MUNICIPALITY AND RECORDED IN THE MINUTES OF THE CLERK AT CLINTON, OKLAHOMA, THIS 15TH DAY OF MAY, 2012.
ATTEST:

Mayor

CLERK