PUBLIC NOTICE OF A REGULAR MEETING
OF THE AIRPORT AUTHORITY
TUESDAY, JUNE 19, 2012 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Roy Dobbs, First Church of God
3. Consent Agenda
    A. Consider approval of minutes of June 5, 2012
4. Action Items:
    A. Consider Recommendation from Cobb Engineering regarding Reconstruction of Hangar Aprons at Clinton Regional Airport
    B. Consider Airport Manager Agreement with Western Oklahoma Aviation, LLC
5. City Managers Report
6. Audience Participation
7. Adjournment

Filed this 15th Day of June, 2012. Posted on the bulletin board in the lobby of the Clinton City Hall on Friday, June 15, 2012 at 1:30pm

_____

Not recorded

AA060512

MINUTES OF AIRPORT AUTHORITY MEETING ON JUNE 5, 2012

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Airport Trust Authority of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, June 5, 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 June 1, 2012.

Chairman Bryson called the meeting to order with the following present;

CHAIRMAN: Allen Bryson
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, Seth Adams, Toby Baker, Julie Menge, Twila Ashcraft, Gene McCullough, John Cornell, and others.

Charles Murphy of Free Will Baptist Church opened the meeting with prayer and Trustee Jason Hulin led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of the Regular Meeting of May 1, 2012
B. Consider Claims

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

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER BIDS FOR RECONSTRUCTION OF HANGAR APRONS AT CLINTON REGIONAL AIRPORT

Two bids were received for the reconstruction of hangar aprons at Clinton Regional Airport. The Engineer's Estimate provided by Cobb Engineering Company was base bid of $390,081.00 with Alternate No. 1 at a reduction of $5,420.00 and Alternate No. 2 at a reduction of $2,710.00.

Circle S Paving Co.	Cornell Construction
Clinton, OK	Clinton, OK
Base Bid: $353,881.30	Base Bid: $472,742.34
Alt #1: less $650.40	Alt #1 Bid: $469,761.34
Alt. #2: Less $1,463.40	Alt #2 Bid: $469,151.59

Motion was made by Trustee Smith and seconded by Trustee Hulin to refer the bids to staff and work with the FAA and bring back a recommendation to the Airport Authority at the next meeting.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

4B. CONSIDER AGREEMENT FOR TRANSFER OF ENTITLEMENT WITH THE CITY OF THOMAS REGARDING NON-PRIMARY ENTITLEMENT FEDERAL FUNDS

City Manager Steve Hewitt said this is a paperwork item with the FAA. He said the approval of the transfer of the entitlement federal funds would give more flexibility for the Clinton project and help Thomas since they are not ready for a project at this time. If this is not approved, Thomas would lose funding for a future project.

Motion was made by Trustee Rodolph and seconded by Trustee Hulin to authorize the execution of the agreement for Transfer of Entitlement with the City of Thomas regarding Non-Primary Entitlement Federal Funds.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

4C. CONSIDER CONTRACT AMENDMENT NO. 3 WITH COBB ENGINEERING REGARDING RECONSTRUCTION OF HANGAR APRON AT CLINTON REGIONAL AIRPORT

City Manager Steve Hewitt said the amendment to the Cobb Engineering contract is due to a reduction in the scope of work.

Toby Baker, engineer with Cobb Engineering said the estimates were prepared in September of 2011 and since being finalized the actual numbers are less than the estimates.

Motion was made by Trustee Rodolph and seconded by Trustee Marcy to approve Contract Amendment No. 3 with Cobb Engineering regarding the reconstruction of hangar aprons at Clinton Regional Airport.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO .5: CITY MANAGER'S REPORT

City Manager Hewitt said the Hangar Apron reconstruction project is through FAA and a second project for the airport is through the Aeronautics Commission. He said both projects would be underway close to the same time at the airport.

AGENDA ITEM NO. 6: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 7: ADJOURNMENT

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

Chairman put the motion to a roll call vote.

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

Chairman declared the meeting adjourned at 5:35 pm.

COBB
ENGINEERING

June
~~May~~ 6, 2012

Honorable Mayor and City Council
City of Clinton
P.O. Box 1177
Clinton, Oklahoma 73601

RE: Recommendation of Contract Award
Reconstruct Hangar Aprons, AIP 3-40-0021-011-2012
Clinton Regional Airport

Honorable Mayor and City Council:

Construction bids for referenced project were received on June 5, 2012, and the tabulation of those bids is enclosed.

The low bidder was Circle S Paving Company, Inc., and we recommend the contract be awarded to them in the amount of $353,881.30 for the Base Bid. As their bid was below our estimate, we see no reason to award either of the alternate deduct bids.

We greatly appreciate the opportunity of serving you on this important development for your airport.

Respectfully submitted,

COBB ENGINEERING COMPANY

LICENSED PROFESSIONAL ENGINEER
TOBY J. BAKER
6-6-12
25491
OKLAHOMA

Toby J. Baker, P.E.
Engineering Manager
Airport Planning and Design

Enclosure (1)

cc: Mike Nguyen, FAA

N:\OKC\Airport\Clinton Regional\2012\Reconstruct Hangar Aprons\Correspondence\Letter to Mayor and Council - Recommendation of Award.doc

TABULATION OF BIDS

Reconstruct Hangar Aprons

AIP Project 3-40-0021-011-2012

Clinton Regional Airport

5:30 PM

6/5/2012

City Council Chambers

Clinton, OK

Item	Description	Quantity		Cornell Construction		Circle S Paving		Engineer's Estimate	
				Unit Price $	Amount $	Unit Price $	Amount $	Cobb Engineering Company Unit Price $	Cobb Engineering Company Amount $
Base Bid									
1	Mobilization	1	LS	25,000.00	25,000.00	3,000.00	3,000.00	8,000.00	8,000.00
2	Low-Profile Flag and Flasher Barricades	1	LS	1,500.00	1,500.00	1,200.00	1,200.00	2,500.00	2,500.00
3	Construction Staking	1	LS	4,993.83	4,993.83	4,000.00	4,000.00	5,000.00	5,000.00
4	Temporary Erosion Control	1	LS	3,444.48	3,444.48	3,500.00	3,500.00	4,000.00	4,000.00
5	Asphalt Pavement Removal	8,600	SY	4.03	34,658.00	2.00	17,200.00	3.00	25,800.00
6	Remove and Replace Topsoil	1	LS	7,217.29	7,217.29	2,500.00	2,500.00	7,000.00	7,000.00
7	Unclassified Excavation	1	LS	24,291.30	24,291.30	2,000.00	2,000.00	10,000.00	10,000.00
8	Install 18" RCP	271	LF	78.50	21,273.50	44.90	12,167.90	45.00	12,195.00
9	Install Single Grate Inlet	2	EA	1,594.14	3,188.28	1,200.00	2,400.00	2,500.00	5,000.00
10	Triaxial Geogrid	9,100	SY	5.33	48,503.00	5.00	45,500.00	4.70	42,770.00
11	6" Crushed Aggregate	9,100	SY	9.13	83,083.00	10.00	91,000.00	11.00	100,100.00
12	Prime Coat	4,548	Gal	3.42	15,554.16	3.80	17,282.40	3.25	14,781.00
13	3" P-403 Asphalt	1,550	TON	111.75	173,212.50	90.00	139,500.00	90.00	139,500.00
14	Reflective Marking	550	SF	1.26	693.00	2.50	1,375.00	2.50	1,375.00
15	Solid Slab Sodding & Watering Until Established	4,020	SY	6.50	26,130.00	2.80	11,256.00	3.00	12,060.00
16	Third Party Insurance	1	LS	-	0.00	-	0.00	-	0.00
TOTAL BASE BID					**$472,742.34**		**$353,881.30**		**$390,081.00**
Alternate No. 1									
17	OMIT BID ITEM 8 (DEDUCT)	1	LS	(21,273.50)	-21,273.50	(12,167.90)	-12,167.90	(12,195.00)	-12,195.00
18	18" CGMP	271	LF	67.50	18,292.50	42.50	11,517.50	25.00	6,775.00
TOTAL ALTERNATE NO. 1					**-$2,981.00**		**-$650.40**		**-$5,420.00**
Alternate No. 2									
19	OMIT BID ITEM 8 (DEDUCT)	1	LS	(21,273.50)	-21,273.50	(12,167.90)	-12,167.90	(12,195.00)	-12,195.00
20	18" HDPE	271	LF	65.25	17,682.75	39.50	10,704.50	35.00	9,485.00
TOTAL ALTERNATE NO. 2					**-$3,590.75**		**-$1,463.40**		**-$2,710.00**

WESTERN OKLAHOMA AVIATION, L.L.C.
CLINTON MUNICIPAL AIRPORT
CLINTON, OKLAHOMA

This agreement is entered into this _____day of _____, 2012 between the Clinton Airport Authority (hereinafter referred to as "the Authority") and Ms. Tracy Yoder, who will act as the Airport Manager. It is the intent of this whole agreement that Airport Manager be recognized as the Airport Manager acting on behalf of the City of Clinton and the Clinton Airport Authority for administrative requirement and for maintaining and operating the Airport in accordance with FAA regulations.

Whereas, the Authority owns and operates the Clinton Regional Airport and its related facilities, and desires to maintain and operate said airport in the best interest of the City of Clinton and the aviation users of the airport, and

Whereas, Ms. Tracy Yoder has demonstrated that she can provide the required managerial functions and other services for the Clinton Regional Airport, and

Whereas, under the terms of this agreement the Manager will:

1. Keep the airport, including the terminal building, open and staffed seven days a week, with the minimum hours being 8 a.m. to 5 p.m Exceptions are Thanksgiving, Christmas, and Easter Sunday.

2. Maintain 24-hour fuel availability

3. Maintain the terminal in a clean and orderly manner, insuring that the restrooms and other public spaces are clean and available during all hours of operation. In keeping with the no smoking policy of the City, enforce the City's no smoking ordinance in the main terminal building.

4. Answer all incoming calls from both the radio and telephone system during all hours of operation.

5. Perform routine maintenance on the terminal building to include cleaning, replacing of light bulbs, and all other routine maintenance items. Maintain and install wind socks as needed. Install and maintain all runway lights and colored globes.

6. Meet and greet all incoming traffic, whether land or air, welcoming them to the airport and offer routine and customary service, to include but not be limited to tied down assistance, fuel, directions, and any other assistance that might be needed.

7. Offer Courtesy Car on behalf of the Clinton Airport Authority.

8. Be allowed to operate a travel or aviation related business out of available office space and classrooms located in the terminal building.

9. Be responsible for the leasing of available T-hangars, insuring that the appropriate agreements are signed, and following the Authorities policies and procedure for hangar rental (copy attached). Copies of the leases shall be provided to the Authority as renewed. It is understood that the rental rates can only be set by the Authority.

10. Manager shall maintain liability insurance for all activities within the scope of the Managerial duties and shall provide evidence of such insurance to the City Clerk and Manager shall hold the City of Clinton and the Clinton Airport Authority harmless for any claims arising from activities or actions of Manager, its employees, agents, or wholly-owned companies or programs. Should Manager provide flight instruction to student pilots, the necessary insurance shall be obtained, and proof of same furnished to the City and Authority. The minimum amount of coverage shall be the same as that carried by the Authority. The Manager shall list the City of Clinton and the Clinton Airport Authority as additional insured.

11. The Manager shall provide aircraft fueling services. The Clinton Airport Authority will be responsible for the purchase of all fuel and oil. Fuel and oil may be sold for any price per gallon deemed appropriate. It is the sole responsibility of the Manager to insure that quality products are being delivered and sold. Manager shall provide any documentation from suppliers necessary to insure that minimum standards are met for aviation gasoline. It is the responsibility of the Manager to perform all quality control measures, tests, and dispensing.

12. The Manager must provide all employees with proper safety training on fuel dispensing and fuel received.

13. Perform routing maintenance on all T-hangars, to include changing light bulbs, providing oil or grease to rollers on hangar doors, and such other small items as may be necessary.

14. Any insurance for aircraft, equipment, tools, parts or other contents owned or held by the Manager shall be the sole responsibility of the Manager.

15. Manager shall act as the airport and city liaison with state and federal aviation agencies and will complete on a timely and accurate basis, all necessary reports, applications, and other appropriate papers as may be required.

16. Manger will, in a timely manner, reimburse the Authority for all long distance telephone calls for non-airport related activity.

In consideration of and for these services to be provided by the FBO/Manager, the Authority agrees to the following:

1. The Authority is responsible for all repairs to the airport facility, grounds, buildings, and other assets commonly assigned to said facility. The Manager shall notify the Authority as soon as she becomes aware of the need for any repairs. As noted above, the Manager

shall provide routine maintenance and cleaning. Light bulbs for the hangars, outside floodlights, runway and taxi lights and gloves, all repairs to the radios, navigational aides, tetrahedron, and beacon are the responsibility of the Authority.

2. Authority will provide all operating, janitorial, and office supplies.

3. Authority will provide fuel and insurance for two Courtesy Cars.

4. Authority will pay a management fee of $6,270.83 per month, $75,249.96 annually, to the Manager. The amount of compensation shall be adjusted annually, at the contract renewal date, in accordance with the Consumer Price Index (All Items, South Area, Size Class D); based upon the most recent half year adjustment.

5. Authority will pay for dues and conference expenses to the Oklahoma Airport Operators Association.

6. Authority will list Tracy Yoder as additional insured to the contract of insurance.

7. Manager shall be responsible for mowing and grounds-keeping at the airport and shall comply with all FAA rules and regulations. Manager will be responsible for the everyday equipment maintenance. The City shall provide the equipment and fuel for mowing and will pay for the expenses associated with such maintenance to the equipment.

Whereas, both parties agree that the terms of the agreement shall be for a period of three years commencing on July 1, 2012 and ending on June 30, 2015.

Whereas, both parties further agree that either party shall have the right for any cause to terminate this agreement at any time, provided that the party notifies the other party in writing of the intent to terminate this agreement at least ninety (90) days prior to termination, and that both parties shall be responsible for all terms of the agreement during such ninety (90) days notice period.

It is further agreed that in the event the Manager dies, becomes incapacitated, or becomes financially unable to perform the duties of an Manager for any period of more than 30 days, this agreement may be terminated by either party or there heirs/successors upon 10 days written notice to the other party.

Now, therefore, for and in consideration of the terms heretofore set forth the parties hereto agree to this Fixed Base Operator/Manager Agreement dated and signed this _____ day of June, 2012.

Ms. Tracy Yoder

Allen Bryson, Chairman

PUBLIC NOTICE OF A REGULAR MEETING
OF THE PUBLIC WORKS AUTHORITY
TUESDAY, JUNE 19, 2012 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Roy Dobbs, First Church of God
3. Consent Agenda
    A. Consider Approval of Minutes on June 5, 2012
4. Action Items:
    A. Consider bids on Agricultural Lease on approximately 200 Acres near Wastewater Treatment Plant
    B. Consider Supplemental Budget for Clinton Public Works Authority
    C. Consider Amendment to Severn Trent Environmental Services, Inc. contract
5. City Manager's Report
6. Audience Participation
7. Adjournment
    A. Continue to Industrial Authority Agenda

Filed this 15th Day of June, 2012. Posted on the bulletin board in the lobby of the Clinton City Hall on June 15, 2012 at 1:30 p.m.

_____

Not recorded

PW060512

MINUTES OF THE PUBLIC WORKS AUTHORITY MEETING, JUNE 5, 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, June 5, 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 June 1, 2012.

Chairman Bryson called the meeting to order with the following present:

CHAIRMAN: Allen Bryson
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, Julie Menge, Seth Adams, Toby Baker, Twila Ashcraft, Gene McCullough, John Lee Cornell, and others.

Charles Murphy of Free Will Baptist Church opened the meeting with prayer and Trustee Jason Hulin led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of the Regular Meeting of May 15, 2012 and Special Meeting of May 22, 2012
B. Consider Claims

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

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO. 4. ACTION ITEMS

4A. CONSIDER AGRICULTURAL LEASE AGREEMENT WITH AMELIA HUDGINS

City Manager Steve Hewitt explained that previously the City has leased the land near the Wastewater Treatment facility from Mrs. Hudgins. The five-year lease agreement will expire June 30th and an extension agreement for five years is being presented. The rate for the extension period is $11,000.00 per year which has increased by $1,000.00 per year over the previous agreement.

Trustee Marcy asked if the City had ever considered purchasing the property rather than leasing.

Trustee Rodolph said the lease payment would be more cost efficient that purchasing the property.

Motion was made by Trustee Smith and seconded by Trustee Marcy to approve the agricultural lease agreement with Amelia Hudgins.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO .5: CITY MANAGER'S REPORT

City Manager Steve Hewitt reported that the valve issue at the Wastewater Treatment Plant will be covered by insurance.

City Manager Steve Hewitt reported that Arnold Adams has submitted his resignation as Public Works Director effective June 29, 2012. He said he will be assuming those same duties at the City of Yukon.

City Manager Steve Hewitt reported that work is being done on the well west of Acme. He said testing will be done on Wednesday. He stated that he would be looking at a consultant to look into items not covered with the study that Garver Engineers did. He said he felt that conservation is not an adequate solution for a 50 year Water Plan.

Public Works Director Arnold Adams said that by the end of next week they would be ready to turn on-line the Clinton Water Plant. He said once it is placed on-line it must be operated twelve hours per day.

City Manager Steve Hewitt expressed his appreciation for the conservation efforts and said he would wait as long as possible before bringing the plant on-line.

Trustee Rodolph said the longer we wait to bring the plant on-line the better off.

Public Works Director Arnold Adams said the water level at Clinton Lake remains the same. He said they had dumped a smaller lake into it which brought it up by two feet. He said this would improve the quality of the water.

AGENDA ITEM NO. 6: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 7: ADJOURNMENT

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

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 6:00 pm.

NOTICE LAND FOR LEASE

BY CITY OF CLINTON, OKLAHOMA

Approximately 180 acres of pasture for grazing and 120 acres of cultivation of which 60 acres will be for sludge application by the City of Clinton Wastewater Treatment personnel each year. The property is located in the N/2 of Section 36, T 12 N, R 17 WIM, Custer County, Oklahoma.

The lessee will be responsible for planting a cover crop on one-half of the 120 acres of the cultivated acres each fall. The one-half of the 120 acres will be alternated each year to allow the Wastewater Treatment personnel to land apply wastewater sludge to approximately 60 acres each year. The Lessee will harvest the cover crop and remove from the site in a timely manner at his expense with the cover belonging to the Lessee.

Terms of lease will be for one year commencing July 1, 2012 with automatic renewals July 1, each consecutive year for four years, unless canceled by either party upon 30 days written notice.

Sealed bids will be accepted at the City Clerk's office at City Hall, Clinton, Oklahoma, not later than 5:30 P.M., Tuesday, June 19, 2012. Bids to be marked on the outside of the envelope:

WASTEWATER PLANT AGRICULTURE LEASE

Bids will be opened and read aloud at the regular Clinton Public Works Authority meeting at City Hall, Clinton, Oklahoma at 5:30 P.M., Tuesday, June 19, 2012. Bidders submitting sealed bids by the stated time may raise their written bid orally before the Clinton Public Works Authority at the time the bids are opened and read aloud.

Bid information and land description information may be obtained at the Clerk's Office, City Hall, Clinton, Oklahoma.

The Clinton Public Works Authority reserves the right to waive any irregularities in bids received and reserve the right to reject any and all bids and the right to accept the best bid submitted.

Dated: May 9, 2012
Steve Hewitt
City Manager
Clinton, OK

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 Revenues	125,000
700-507-59020	Sales Tax Transfer In	175,500
700-508-54072	Wastewater Revenues	100,000
	Total Water Dept.	**400,500**
TOTAL ESTIMATED REVENUE		400,500
APPROPRIATIONS		
700-40701-2200	Foss Water Purchases	125,000
700-40799-5020	Sales Tax Transfer Out	175,500
700-40810-3035	Improvements - WWTP	100,000
	Total Water Dept.	**400,500**
TOTAL APPROPRIATIONS		400,500

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 increased Wastewater Revenues and Improvements at WWTP for major repairs approved by Council.

DONE BY ORDER OF THE TRUSTEES OF SAID AUTHORITY AND RECORDED IN THE MINUTES OF THE CLERK AT CLINTON, OKLAHOMA, THIS 19TH DAY OF JUNE, 2012.
ATTEST:

CHAIRMAN

CLERK

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Amendment to Severn Trent Contract

Staff Source: City Manager, Steve Hewitt

Date: June 15, 2012

History/Background Information:

Severn Trent operates our Water Treatment Facility and Waste Water Facility.

Subject Summary:

After reviewing the contract and new fiscal budget, the formula for calculating new annual costs was very cumbersome. Rather than operate through a formula (based on past year chemical usage and estimation of future), which in my opinion can be unfair due to our situation, should be clarified and more simplistic for future operations.

Recommendation:

Staff is recommending changes in the contract that have the City pay for chemicals and the only compensation annually is the CPI. The scope of work has changed multiple times at the Water Plant. Rather than determine year to year, City can be involved and streamline operations and costs with Severn Trent.

***We have asked for some minor language suggestions. We have no issue with the Amendment as it is, however we were hoping for some defining determination that makes it more clear. We hope by the meeting we have their feedback. We would ask that you agree to this amendment with the follow:

Suggest items listed in sub (b), gas, telephone, and internet, be removed from sub (a).

Price/Cost: Budget reflects these changes.... Protecting the facility budgets keeping staff involved.

FIRST AMENDMENT

TO THE

WATER AND WASTEWATER OPERATION AND MAINTENANCE AGREEMENT

Between

SEVERN TRENT ENVIRONMENTAL SERVICES, INC.

and

THE CLINTON PUBLIC WORKS AUTHORITY

THIS FIRST AMENDMENT (the "First Amendment") is made on this __ day of _____, 2012 by and between The Clinton Public Works Authority, a municipal corporation organized under the laws of the State of Oklahoma (hereinafter the "Municipality"), and Severn Trent Environmental Services, Inc., a Texas corporation with its principal place of business at 16337 Park Row, Houston, Texas 77084 (hereinafter the "Operator"). The Municipality and Operator may be referred to as a "Party" or collectively as the "Parties".

WHEREAS, the Parties entered into a Water and Wastewater Operation and Maintenance Agreement (the "Agreement") effective July 01, 2010; and

WHEREAS, the Parties now desire to make certain changes to the Agreement pursuant to the terms of this First Amendment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and subject to the terms and conditions herein stated, the Parties hereby agree to amend the Agreement as follows:

1. All capitalized terms contained in this First Amendment and not specifically defined herein, shall have the meaning provided to such terms in the Agreement.

2. The definition of *"Baseline Power Rate"* in Article 1 (Definitions) of the Agreement shall be deleted in its entirety.

3. The definition of *"Price Index Increase"* in Article 1 (Definitions) of the Agreement shall be deleted and restated in its entirety and instead shall read as follows:

"Price Index Increase" shall mean the percentage increase between the Price Index in effect as of the February of the current Agreement Year over the Price Index in effect as of prior February. The Price Index Increase shall be calculated as of each and every Adjustment Date for the purpose of adjusting the Base Compensation.

4. Section 4.1 of the Agreement (General Scope of Services and Operator's

Responsibilities) shall be deleted in its entirety and instead shall read as follows:

Subject to the terms and conditions provided herein, the Operator shall provide labor, tools, and materials, including coordinating the purchasing of an on-site routine stock of chemicals (at the Municipality's expense) necessary for the operation and maintenance of the Facilities to the extent specifically set forth in this Article 4 (hereinafter the "Services"). The Services include: (a) treatment of wastewater influent delivered to the Facilities; (b) the production of treated water as necessary to meet the demand for water by the Municipality's customers, as well as using reasonable efforts to maintain full water storage capacity levels in all water storage facilities in the distribution system, consistent with the parties' understanding the current capability of the water plant is 1.8 MGD; (c) routine preventive maintenance of the Facilities; (d) repair and replacement of the Facilities' equipment; (e) laboratory testing and analysis; and (f) preparation and prompt delivery of all applicable and required filings, including discharge reports, to Municipality and to regulatory agencies as prescribed by Applicable Law.

5. Section 7.3 of the Agreement (Utilities) shall be deleted and restated in its entirety and instead shall read as follows:

(a) The Municipality shall assume all responsibility and cost for arranging for the delivery of utility services to the Facilities, including water, electricity natural gas services, phone and high-speed internet service and shall be responsible for maintaining water service to the Facilities at its sole cost and expense.

(b) The Operator shall assume all costs related to the consumption of gas and telephone usage, including internet service, at the Facilities.

6. Subsections (a) and (b) of Section 8.1 of the Agreement (Base Compensation) shall be deleted and restated in their entirety and instead shall read as follows:

(a) For the period beginning on the Commencement Date, the Municipality shall pay the Operator an annual fee (the "Base Compensation") in the amount of seven hundred thirty eight thousand seven hundred and eight dollars ($738,708). The Base Compensation shall be payable in equal monthly installments of sixty one thousand five hundred and fifty nine dollars ($61,559), in advance, on the first day of each and every month for the duration of the Agreement, as adjusted pursuant to subparagraph (b) below.

(b) The amount of the Base Compensation shall be increased as of each Adjustment Date in accordance with the formula set forth in Exhibit D hereunder in proportion to the Price Index Increase. Unless, as calculated in accordance with Exhibit D, the Base Compensation is to be reduced by twenty-five percent (25%) or more during any consecutive three (3) year period during the term of this Agreement, the Base Compensation shall not be reduced by virtue of this Section.

7. Subsection (k) of Section 8.4 of the Agreement (Other Costs and Expenses) shall be deleted in its entirety and instead shall read as follows:

All costs attributable to the consumption of electric power;

8. Subsection (r) of Section 8.4 of the Agreement (Other Costs and Expenses) shall be added to the Agreement and shall read as follows:

Chemicals.

9. The paragraph immediately following Subsection (r) of Section 8.4 of the Agreement (Other Costs and Expenses) shall be deleted and restated in its entirety and instead shall read as follows:

The Municipality shall directly pay and/or reimburse and/or compensate the Operator for all expenses incurred or paid by the Operator for those items listed in (a) through (r) above within thirty (30) days of Operator's submission of Operator's invoices. For the listed items specified above, the Municipality shall reimburse or compensate the Operator only for authorized costs incurred by the Operator. All costs or expenses subject to reimbursement (excluding any taxes as provided in Section 8.6 below, or Surcharges) shall include an administrative fee of ten percent (10%), plus any finance costs incurred in connection with any or Capital Improvements financed by the Operator for the benefit of the Municipality.

10. Exhibit D to the Agreement (Compensation Formula) shall be deleted and restated in its entirety and instead shall read as attached to this First Amendment.

11. Except for the specific amendments to the Agreement as provided in this First Amendment, all other provisions contained in the Agreement are and shall remain in full force and effect.

IN WITNESS WHEREOF, the Client and the Operator have caused this First Amendment to the Agreement to be executed in their respective names by their duly authorized representatives on this __ day of ___, 2012.

MUNICIPALITY

By: _____
Name:
Title:

SEVERN TRENT ENVIRONMENTAL SERVICES, INC.:
By: _____
Name:
Title:

EXHIBIT D
COMPENSATION FORMULA

The following formula shall be used to determine the increase in Base Compensation on each Adjustment Date in accordance with Section 8.1(b) of this Agreement:

$$\mathbf{AAF = AF_0 \times [P_1 / P_0]}$$

where:

AAF = Annual Adjusted Fee (new Base Compensation) for the upcoming Agreement Year

AF_0 = Annual Fee (Base Compensation) for the Agreement Year just ended

P_1 = Price Index in effect as of February of the most recent Agreement Year

P_0 = Price Index in effect as of the prior February. With respect to the first Adjustment Date, P_0 shall be the Price Index in effect as of the Commencement Date of the Agreement.

PUBLIC NOTICE OF A REGULAR MEETING
OF THE INDUSTRIAL AUTHORITY
TUESDAY, JUNE 19, 2012 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Roy Dobbs, First Church of God
3. Consent Agenda
    A. Consider Approval of Minutes of June 5, 2012
4. Action Items:
    A. Consider bids on Fire Station Construction
    B. Consider acceptance of Transferal of Property from the City of Clinton
5. City Manager's Report
6. Audience Participation
7. Adjournment

Filed this 15th Day of June, 2012. Posted on the bulletin board in the lobby of the Clinton City Hall on June 15, 2012 at 1:30 p.m.

_____

Not recorded

IA060512

MINUTES OF THE CLINTON INDUSTRIAL AUTHORITY, JUNE 5, 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, June 5, 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 June 1, 2012.

Chairman Bryson called the meeting to order with the following present;

CHAIRMAN: Allen Bryson
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, Julie Menge, Seth Adams, Toby Baker, Twila Ashcraft, John Lee Cornell, Mary Helen Jones and others.

Charles Murphy of Free Will Baptist Church opened the meeting with prayer and Trustee Jason Hulin led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of May 15, 2012 meeting
B. Consider Claims

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

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER AND REVIEW HOUSING PLAT FROM RIDLEY ENGINEERING

City Manager Steve Hewitt said the plat that had previously been presented by Ridley Engineering had some modifications made to it. A diagram of the revised plat was presented and reviewed. He said the subdivision would consist of over forty lots. He said an estimated cost of infrastructure was included but more firm cost could be made when the plans are finalized.

Motion was made by Trustee Rodolph and seconded by Trustee Marcy to approve the plans for the Housing Plat from Ridley Engineering.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

City Manager Steve Hewitt said Joe Ridley was not able to attend the meeting tonight but he would get with him and bring back closer numbers for the infrastructure and a recommendation for financing.

AGENDA ITEM NO .5: CITY MANAGER'S REPORT

City Manager Steve Hewitt said he was reviewing the job description for Public Works Director and would being the process for filling the vacancy.

Chairman Bryson asked about the use of the other property the Industrial Authority had recently purchased.

City Manager Steve Hewitt said he wanted to tackle on project and then see the interest in it before moving to the next. He said the second site might be used for multi-family and single family dwellings. He said this location might also be useful for water purposes. He said he was also looking into platting the Industrial property since the interest in that has increased.

AGENDA ITEM NO. 6: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 7: ADJOURNMENT

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

Chairman put the motion to a roll call vote

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

Chairman declared the meeting adjourned at 6:05 pm.

INVITATION FOR BIDS

PROJECT: New Fire Station
212 S. Fourth Street
Clinton, OK 73601

OWNER: City of Clinton
Clinton, OK 73601

PROJECT SCOPE:

The Project includes the new construction of a Fire Station for the City of Clinton, Oklahoma, of approximately 16,172 square feet.

The Project includes requirements and procedures for compliance with LEED prerequisites and credits needed for the facility to obtain a minimum LEED Certified rating based upon LEED 2009 criteria.

The Project includes Alternates for an additional apparatus bay stall (total square footage with the additional Bay is approximately 17,620) with associated sitework, spray polyurethane foam insulation in lieu of rigid insulation, and the Fire Department logo dyed into the concrete floor in the lobby. For additional information regarding the Alternates, refer to Specification Section 012300.

Demolition of existing site features is included as part of the Project. Excavation of backfill recently installed in previously demolished residences and installation of new engineered fill at these locations are included in the Project.

Site improvements including earthwork, utilities, pavements, drives, aprons, walks, grading, landscaping and similar items are part of the Work.

Complete mechanical, piping, fire protection, and electrical systems are included as part of the Work.

The Project will be performed under a Contract between Owner and a single Contractor.

NOTICE OF PRE-BID CONFERENCE:

A pre-bid conference to review the bidding procedures and the Bidding Documents will be held at the Clinton City Hall, 415 Gary Boulevard, Clinton, Oklahoma, at 11:00 a.m. on Thursday, May 31, 2012. All Bidders are encouraged to review the Drawings and Specifications prior to the meeting. All Bidders are encouraged to attend.

BID RECEIVING:

Sealed Bids will be received for the Project in accordance with the following:

Bid Date and Time: Tuesday, June 19, 2012, 5:00 p.m. local time

Bids must be submitted exclusively to:

Mail Delivery (Registered U.S. Mail, Trackable Overnight Delivery), or Hand Delivery:

CITY OF CLINTON
City Clerk
415 Gary Boulevard
Clinton, OK 73601

Proposals will be opened publicly and read aloud following receipt of the Lump Sum Bid Form during the regularly scheduled City Council Meeting beginning at 5:30 p.m. on June 19, 2012.

The Owner reserves the right to accept or reject any Bids, to waive any informalities, and to retain any Bids for a period of not to exceed 60 days.

BIDDING DOCUMENTS

Bidding Documents in CD format may be obtained from GLMV Architecture, Inc., 1525 E. Douglas, Wichita, Kansas 67211, and may be viewed at this location, or as follows:

Prime general construction bidders, as well as mechanical and electrical bidders will receive one complete set of Bidding Documents on compact disc in digital (PDF) format.

City Hall, City of Clinton
415 Gary Boulevard
Clinton, Oklahoma 73601

Bid News Construction Reports
7701 N. Broadway, Suite A10
Oklahoma City, Oklahoma 73116
PH: (405) 415-2530
FX: (405) 415-2534

McGraw-Hill Construction-Dodge
www.dodge.construction.com

BID SECURITY AND BONDS:

Bids will be received for the complete Project.

Bids shall be accompanied by a certified check or Bid Bond in the amount of 5 percent of the Base Bid plus all add Alternates (if applicable) with the Bid.

Bid Bonds shall be written by a bonding company approved by the U.S. Treasury Department and licensed to do business in Oklahoma. Such Bid Bond or certified check shall constitute a guarantee that the Bidder will enter into contract with the Owner and furnish bonds as required within a period of ten days of award. If the

Bidder fails in either, his check or bond will be forfeited as liquidated damages. Bid Bonds shall be submitted on AIA Document A310, latest edition, or an acceptable similar form, approved prior to bid opening. Bid security shall be made payable to The City of Clinton.

END OF INVITATION FOR BIDS

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Transfer Property to Industrial Authority

Staff Source: City Manager, Steve Hewitt

Date: June 15, 2012

History/Background Information:

City of Clinton owns a property next to the Senior Center 323 S. 8th. Shoeboy lots 13-24 Blk 2 (old Hospital Site). City has no plans, staff mows and maintains.

Subject Summary:

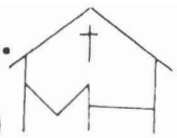
Staff was approached by the Mission House. They are interested in taking the property for a new Shelter (see attached letter). For this to happen, the property should be transferred into an Authority, otherwise the property must be bid.

Recommendation:

Staff recommends the transfer of the property into the Industrial Authority. At that point the City could negotiate with the Mission house regarding their interest in the property. This would create a new facility and save the City from maintenance each year.

Price/Cost: N/A

MISSION HOUSE, INC.
P.O. Box 1522
300 South 7th Street
Clinton, Oklahoma 73601
(580) 323-6820



April 19, 2012

Steve Hewitt
City Manager, City of Clinton

Mr. Hewitt,

This letter is to serve as a formal request to The City of Clinton that The Mission House, Inc. is interested in acquiring the vacant lot north of the Senior Citizen's Building.

Our intent, if able to acquire the property, is to expand our Shelter premises in the future.

Thank you for your consideration in this matter.

Sincerely,

Robert D Leonard

Robert D. Leonard, President
The Mission House, Inc.



Google earth

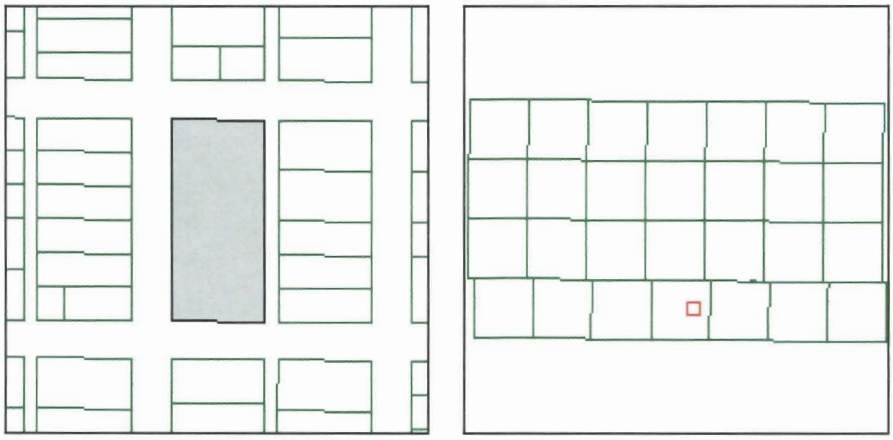
feet 200
meters 70

Basic Information

1210-00-002-013-0-000-00

Addition : Shoeboy
Block : 002
Lot : 013
Deed Book : 290
Deed Page : 414

0.96 Acres
42,000 Square Feet



Map Parcel

Owner(s)

CITY OF CLINTON
P O BOX 1177
CLINTON, OK 73601

Parcel Location

323 S 8TH
CLI OK
Clinton

Legal Description

CLINTON SHOEBOY LTS 13-24 BLK 2 (OLD HOSPITAL) SENIOR CITIZENS BLDG

Sales Information

Jun 22, 1973
Grantor : STATE OF OKLAHOMA
Grantee : CITY OF CLINTON
Book : 290
Page : 414
Stamps : 0.00
Qualifi : EX
Instrument : NA
Vacant : I

Land Information

SHOEBOY
300' X 140'
42,000 Square Feet
$40 per Unit

PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, JUNE 19, 2012 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Roy Dobbs, First Church of God
3. Consent Agenda
    A. Consider Approval of Minutes on June 5, 2012
4. Action Items:
    A. Consider and Adopt Resolution No. 803 approved the proposed Fiscal Year 2012-2013 Budget beginning July 1, 2012 and ending June 30, 2013
    B. Consider Renewal Agreement with Multi-County Youth Services
    C. Consider Resolution No. 804 adopting the Custer County Multi-Jurisdictional Hazard Mitigation Plan
    D. Consider Supplemental Budget for:
    E. Capital Improvement Fund
    F. 4 th Cent Acme Park
    G. Sales Tax- PD/FD Construction
    H. Consider bids on Agricultural Lease on approximately 240 acres at Burns Flat
    I. Consider Transfer of Property on South 8 th Street to the Clinton Industrial Authority
5. City Manager's Report
6. Audience Participation
7. Adjournment

Filed this 15th day of June, 2012. Posted on the bulletin board in the lobby of the Clinton City Hall on June 15, 2012 at 1:30 p.m.

_____

Not recorded

MINUTES OF THE CLINTON CITY COUNCIL
JUNE 5, 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, June 5, 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 June 1, 2012.

Mayor Bryson called the meeting to order with the following present;

MAYOR: Allen Bryson
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, Julie Menge, Seth Adams, Toby Baker, Twila Ashcraft, John Lee Cornell, Mary Helen Jones and others.

Charles Murphy of Free Will Baptist Church opened the meeting with prayer and Councilman Jason Hulin led the Pledge of Allegiance.

AGENDA ITEM NO. 4: CONSENT AGENDA:

A. Minutes of Regular Meeting of May 15, 2012 and Special Meeting of May 10, 2012
B. Consider Claims

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

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. PUBLIC HEARING REGARDING REZONING OF PROPERTY AT 116 SOUTH 10TH

City Manager Steve Hewitt explained the purpose of the public hearing is for public input regarding the rezoning of property located at 116 South 10th. He said the property is currently zoned for residential purposes but has historically been a commercial building. The Planning and Zoning Board recommended the rezoning.

There was no public comment.

4B. CONSIDER ORDINANCE NO. 937 REGARDING REZONING OF PROPERTY AT 116 SOUTH 10th to C-4 (GENERAL COMMERCIAL DISTRICT)

Motion was made by Councilman Rodolph and seconded by Councilman Hulin to adopt Ordinance 937 with an emergency clause for the rezoning of property at 116 South 10th to C-4.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

4C. CONSIDER APPOINTMENT TO PLANNING AND ZONING BOARD AND BOARD OF ADJUSTMENTS

City Manager Steve Hewitt explained that Corky Heard's term on the Planning and Zoning Board and the Board of Adjustments will be complete June 30, 2012. He said that Corky Heard has agreed to continue serving on these boards for another three-year term.

Councilman Hulin said he had contacted Aaron Hemmingway and he also would be willing to serve.

Councilman Rodolph said that Heard no longer lives inside the city limits.

Mayor Bryson said he would like to see Heard remain on the boards since he is willing to serve and his experience on the boards would be a benefit to the City.

Motion was made by Councilman Marcy and seconded by Councilman Rodolph to reappoint Corky Heard to the Planning and Zoning Board and the Board of Adjustments for another three-year term.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

4D. CONSIDER APPOINTMENT TO PERSONNEL BOARD

City Manager Steve Hewitt said the Paul Adams would be completing his six-year term on the Personnel Board June 30, 2012. Mr. Adams has confirmed that he would be willing to continue servicing in this capacity.

Motion was made by Councilman Rodolph and seconded by Councilman Marcy to reappoint Paul Adams to the Personnel Board for a six-year term.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

4E. CONSIDER PROCLAMATION REGARDING EMERGENCY MEDICAL SERVICES WEEK

Motion was made by Councilwoman Smith and seconded by Councilman Marcy to authorize the Mayor to execute the proclamation regarding Emergency Medical Services Week.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

4F. CONSIDER CHANGE ORDER #1 AND #2 WITH COLONY CONSTRUCTION FOR RENOVATION OF POLICE STATION

City Manager Steve Hewitt said Colony Construction has presented two change orders regarding the renovation of the Police Station. He explained that Change Order #1 in the amount of $32,441.00 and Change Order #2 is for $946.00. He said he recommended the approval of both change orders. He said the project is still within budget including the change orders.

Motion was made by Councilman Rodolph and seconded by Councilman Hulin to approve Change Order #1 and #2 with Colony Construction for renovation of the Police Station.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

5. CITY MANAGER'S REPORT

City Manager Steve Hewitt reported that Fire Chief Wade Anders will be retiring effective June 30, 2012. He said the bids on the construction of the new fire station will be opened at the June 19th meeting.

AGENDA ITEM. 7 AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 8: ADJOURNMENT

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

Mayor put the motion to a roll call vote:

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

Mayor declared the meeting adjourned at 6:25 P.M.

RESOLUTION NO. 803

A RESOLUTION OF THE CITY OF CLINTON, CLINTON PUBLIC WORKS AUTHORITY, CLINTON HOSPITAL AUTHORITY, CLINTON RECREATIONAL AUTHORITY, CLINTON AIRPORT AUTHORITY, CLINTON INDUSTRIAL AUTHORITY, CLINTON SOLID WASTE AUTHORITY APPROVING THE 2012-2013 BUDGET

WHEREAS, the Oklahoma State Statues, Title 11, Section 201 authorizes a municipality to prepare and approve an annual budget, and

WHEREAS, the City of Clinton has met all requirements for publications and public input on the 2012-2013 budget, and

WHEREAS, the City Council/ Authorities of the City of Clinton has reviewed the proposed budget and is aware of the operations and projects planned for the 2012-2013 budget;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clinton, and the Board of Trustees of the Clinton Public Works Authority, Clinton Hospital Authority, Clinton Recreational Authority, Clinton Airport Authority, Clinton Industrial Authority, and Clinton Solid Waste Authority of Clinton, Oklahoma:

1. That the 2012-2013 budget be approved for the funds and amounts as outlined.

2. That the City Treasurer or the City Manager may make transfers between departments and line item accounts within a fund as needed. Supplemental appropriations must be approved by the City Council prior to implementation.

3. That the City Treasurer or designated deputy shall be given blanket authority and directed to invest and reinvest available funds on a continuing basis during the fiscal year ending June 30, 2013 in a manner described in the City of Clinton's Investment Policy.

PASSED by the City Council, Board of Trustees of the Clinton Public Works Authority, Clinton Hospital Authority, Clinton Recreational Authority, Clinton Airport Authority, Clinton Industrial Authority and Clinton Solid Waste Authority this 19th day of June, 2012.

_____

Allen Bryson, Mayor/Chairman

ATTEST:

_____

Lisa Anders, City Clerk

PROFESSIONAL SERVICES AGREEMENT WITH COMMITTEE OF CONCERN, INC. dba MULTI-COUNTY YOUTH SERVICES FOR USE OF COMMUNITY INTERVENTION CENTER SERVICES

This agreement is made and entered into this _____ day of June 2012 by and between the City of Clinton, a municipal corporation, hereinafter referred to as "City" and Committee of Concern, Inc., dba Multi-County Youth Services hereinafter referred to as "MCYS". When references are made to both the City and MCYS, they will be referred to as "Parties."

WITNESSETH:

Whereas, 10A Okla. Stat.2-7-305 provides for Interlocal Agreements with the district courts allowing a municipality to assume jurisdiction for certain enumerated violations of municipal ordinances, including: vandalism, shoplifting, trespassing, assault, battery, assault and battery, truancy, curfew, possession of non intoxicating beverages, possession of alcoholic beverages, disorderly conduct, public intoxication, failure to appear for court appearance, or comply with a court order, and any other municipal ordinances as agreed by the district court, the district attorney and the municipality.

Whereas the City has executed a interlocal agreement with Custer County District Court and

Whereas, 10A Okla. Stat.2-7-305 further authorizes the City of Clinton to contract with an independent entity, public or private, certified by the Oklahoma Office of Juvenile Affairs, for purposes of assessment and processing of juveniles who are taken into custody for one or more of the alleged violations of a municipal ordinance or state statute.

Whereas, MCYS has secured the necessary certification required by 10A Okla. Stat.2-7-305 and the Parties are desirous of entering into an Agreement for the temporary holding, assessment, and processing of juveniles who are in police custody for all of the enumerated municipal or state violations allowed by law.

Now, therefore, the Parties, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

ARTICLE I: TERM/RENEWAL

A. The term of the Agreement shall be effective the 1st day of July, 2012 at 12:01 a.m. through June 30, 2013. Thereafter, this agreement shall be automatically renewed for the successive one-year periods corresponding with the City's fiscal year.
B. This Agreement may be terminated by mutual consent or by either party, with our without cause, by giving thirty (30) days' written notice to the other Party.
C. Either party may request a modification of the Agreement by making a written request identifying the desired amendments, or the subject matter thereof, at least forty-five (45) days in advance of the negotiations concerning such amendment.

ARTICLE II: COMPENSATION

Under the terms of the Agreement, the City shall pay MCYS an amount of _____.

ARTICLE III: SCOPE OF SERVICES

A. The purpose of this Agreement is to obtain the services of the Multi-County Youth Services Community Intervention Center, which has received the proper approval and certification by the Office of Juvenile Affairs as required by 10A Okla. Stat.2-7-305. The Community Intervention Center located in Clinton may serve additional communities in Western Oklahoma.

B. MCYS agrees that it shall take all necessary steps to comply with all requirements of 10A Okla. Stat.2-7-305 and all standards promulgated by the Oklahoma Office of Juvenile Affairs including:

1. Once the juvenile is in custody of the city and taken to the CIC, MCYS shall take all reasonable steps to locate the child's parent, legal guardian, legal custodian, attorney, or other responsible adult. Once contact as been made, the juvenile shall be released to the personal custody of his or her parent, legal guardian, legal custodian, attorney, or other responsible adult as soon as practical and upon the written promise of such person to return said juvenile to the appropriate court of jurisdiction to answer the charges.
2. The juvenile shall be held for no longer than is required for processing and assessment up to a maximum twenty-four (24) hours. If no parent, legal guardian, legal custodian, attorney, or other responsible adult appear for the release then custody of juvenile shall be handled pursuant to 10A Okla. Stat.2-7-305.
3. MCYS shall provide adequate fresh drinking water, adequate food not less than three (3) times in a twenty-four-- (24) hour period, adequate bathroom facilities and bedding. The child's parent, legal guardian, legal custodian, or attorney shall be responsible for any health care costs incurred.
4. MCYS shall not provide transportation for juveniles held at the CIC.

C. MCYS further agrees to:

1. Communicate with the Municipal Court and the Police Department in order to ensure effective use of services.
2. Conduct a brief assessment on each youth, collecting the following information:
   a) youth's current living situation and who has responsibility for meeting his/her basic needs
   b) youth's current education status (enrolled, attending, suspended, expelled, dropped out)
   c) indications that the youth is involved with illegal substances.
   d) signs that the youth is a victim of violence
   e) the initial assessment may result in a referral to another agency for more in-depth assessments.
3. Collect demographic information and enter it into JOLTS (Juvenile On-Line Tracking System) when the system is capable of accepting the data. .
4. Track the youth through the municipal court system and enter appropriate information into JOLTS.
5. Maintain records in accordance with State Law and provide the municipality with monthly reports that include but are not limited to the following information:
   a) Number of juveniles handled from the City
   b) Operational issues of concern

D. MCYS agrees to comply with all Local, State and/or Federal requirements concerning operation of a Community Intervention Center for juveniles for the City of Clinton.

E. The City of Clinton agrees to:

1. The City shall maintain an interlocal agreement with the District Court.
2. The City shall enact an ordinance to fine parents who fail to have the juvenile appear in court or assume custody from the CIC in a timely manner according to 10A Okla. Stat.2-7-305 To have all ordinances in place for the municipal court to handle 10A Okla. Stat.2-7-305 juvenile offenses.
3. Assure police department compliance with the criteria established for admission of juveniles to the Community Intervention Center.
4. Provide all necessary transportation of the juvenile while at the CIC.
5. Shall provide for any health care and treatment. The child's parent, legal guardian, legal custodian or attorney shall be responsible for any health care costs incurred.
6. Assist CIC staff in contacting parents who do not have a telephone.

ARTICLE IV: INDEPENDENT CONTRACTOR AND INSURANCE

This agreement shall not be construed as creating any agency or third party beneficiary agreements or liability in any form or manner whatsoever.

MCYS is an independent contractor and not an employee of the City of Clinton, and agrees to furnish the following certificate of insurance acceptable to the City, which shall be attached to this agreement.

1. Adequate Worker's Compensation coverage to comply with State laws and Employer's Liability Coverage in a minimum amount of $100,000.
2. Comprehensive Liability Coverage sufficient to meet the City's maximum liability under the Governmental Tort Claims Act, 51 Okla.Stat. 151 et seq. The Current minimum General Liability Coverage is $100,000 per person for bodily injury or death and $25,000 for property damage and $1,000,000 for any number of claims arising out of a single incident or occurrence.

ARTICLE V. INDEMNITY

MCYS hereby agrees to release, defend, indemnify and save harmless the City of Clinton its officers, agents, and employees from and against any and all loss or of damage to property, injury or death of any person or persons, and from and against any and all claims, damages, suits, costs, etc., in connection with any negligent acts of MCYS in connection with this Agreement. However, MCYS shall not be liable hereunder for any loss occurred by the negligent acts of the City of Clinton, its agents, or employees.

ARTICLE VI.

The Parties agree that MCYS may not assign its interest in this Agreement without prior written consent of the City.

In Witness Whereof, the Parties have executed this, Agreement by the signatures of the authorized persons listed as below set forth on the dates therein set out.

Committee of Concern, Inc. dba
Multi-County Youth Services

Byron Cox, Board President

Attest:

Dan Day, Secretary

PASSED AND APPROVED by the Mayor and City Council of the City of Clinton this _____ of June 2012.

City of Clinton, Oklahoma

MAYOR

Attest:

CITY CLERK

RESOLUTION # 804

WHEREAS, the **City of Clinton** has utilized professional services from the South Western Oklahoma Development Authority to gather information and prepare a Custer County Multi-Jurisdictional Hazard Mitigation Plan; and

WHEREAS, the Custer County Multi-Jurisdictional Hazard Mitigation Plan has been prepared in accordance with the Federal Register; and

WHEREAS, the **City of Clinton** is a local unit of general purpose government that will provide opportunity for input by residents in determining and prioritizing community development needs through its written Custer County Multi-Jurisdictional Hazard Mitigation Plan; and

WHEREAS, the **Clinton Board of Trustees** further affirm that this plan shall be reviewed and revised as appropriate no less than once each five-year period.

NOW THEREFORE, BE IT RESOLVED by the **Clinton Board of Trustees** that the **City of Clinton** affirms its commitment to the Custer County Multi-Jurisdictional Hazard Mitigation Plan appropriate for the citizens of the **City of Clinton** and reaffirms the adoption by the rules and regulation established by the United States of America, the State of Oklahoma, and all empowered agencies thereof.

ADOPTED this _____ day of _____, 2012 at a regularly scheduled meeting of the governing body, in compliance with the Open Meeting Act, 25 O.S.§ et seq.

_____
Signature of Chief Elected Official

Attest:

_____ (SEAL)
Signature of Clerk

SWODA South Western Oklahoma Development Authority

June 11, 2012

Lisa Anders
City of Clinton
415 Gary Blvd.
Clinton, OK 73601

Dear Lisa:

The Custer County Multi-Jurisdictional Hazard Mitigation Plan is under final review from FEMA. They have deemed it approved pending adoption. In order to adopt the plan, please add the following agenda item to your next board meeting.

- Adopt the Custer County Multi-Jurisdictional Hazard Mitigation Plan

After adoption you and the mayor need to sign the attached Resolution and mail it back to me in the enclosed envelope. If you have any questions give me a call at 580-562-4882 ext. 112. Thank you.

Sincerely,

Robin Braddock

ROBIN BRADDOCK
Special Projects Coordinator

rb

Enclosure

420 Sooner Drive • P.O. Box 569 • Burns Flat, Oklahoma 73624 • Phone 580.562.4882 • Fax 580.562.4880

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	21,588
TOTAL ESTIMATED REVENUE - INCR		21,588
APPROPRIATIONS		
430-49999-5020	Sales Tax Transfers Out	21,588
430-40000-2980	Oper Transf Out	86,124
430-41208-3030	Other Equipment	24,545
TOTAL APPROPRIATIONS		132,257

EXPLANATIONS:

A. Supplemental appropriation to budget additional Sales Tax Collections and Transfers Out to meet revenue bond requirements. Also to budget additional fund balance that was used for early payoff of lease purchase agreements - Master Equipment Lease & Durapatcher Lease. Paid off early for interest savings.

DONE BY ORDER OF THE GOVERNING BOARD OF SAID MUNICIPALITY AND RECORDED IN THE MINUTES OF THE CLERK AT CLINTON, OKLAHOMA, THIS 19TH DAY OF JUNE, 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	5,884
TOTAL ESTIMATED REV		5,884
APPROPRIATIONS		
512-49999-5020	Sales Tax Transfer Out	5,884
TOTAL APPROPRIATIONS		5,884

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 19TH DAY OF JUNE, 2012.
ATTEST:

MAYOR

CLERK

BUDGET AMENDMENT FORM

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

FY 2011-2012

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	5,373
514-547-59020	Sales Tax Transfers In	5,373
TOTAL ESTIMATED REV		10,746
APPROPRIATIONS		
514-44700-3050	PD Renov/Architect & Engin	
514-44700-3055	PD Renov/Admin	
514-44700-3060	PD Renov/Constr Costs	5,373
514-44700-3063	PD Renov/FF&E	
514-49999-5020	Other Uses/Transfers Out	5,373
TOTAL APPROPRIATIONS		10,746

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 19TH DAY OF JUNE, 2012.
ATTEST:

MAYOR

CLERK

NOTICE LAND FOR LEASE

BY THE CITY OF CLINTON, OKLAHOMA

Approximately 240 acres of land for cultivation only, located in the NE/4 and S/2 of SE/4 of Section 36, Township 11, North, Range 19 WIM, Washita County, Oklahoma.

Term of lease will be for one year commencing July 1, 2012, with automatic renewals July1, each consecutive year for four years, unless canceled by either party upon 30 days written notice. Immediate possession of farmland on which crops have been removed and on remainder as soon as crops are removed this year.

Sealed bids will be accepted at the City Clerk's Office at City Hall, Clinton, Oklahoma, not later than 5:30 P.M. Tuesday, June 19, 2012. Bids to be marked on the outside of the envelope: **BURNS FLAT FARM BID.**

Bids will be opened and read aloud at the regular City Council meeting at City Hall, Clinton, Oklahoma, at 5:30 P.M., Tuesday, June 19, 2012. Bidders submitting sealed bids by the stated time may raise their written bid orally before the Clinton City Council at the time the bids are opened and read aloud.

Bid information and land description information may be obtained at the Clerk's Office, City Hall, Clinton, Oklahoma.

The City reserves the right to waive any irregularities in bids received and reserves the right to reject any and all bids and the right to accept the best bid submitted.

Dated: May 8, 2012
Steve Hewitt
City Manager
Clinton, OK