PUBLIC NOTICE OF A REGULAR MEETING
OF THE AIRPORT AUTHORITY
TUESDAY, JULY 17, 2012 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Carol Waters, First Presbyterian Church
3. Consent Agenda
    A. Consider Approval of Minutes on July 3, 2012
4. Action Items:
    A. Consider acceptance of bid offer from Ward Petroleum Corporation for Oil and Gas Lease
5. City Manager's Report
6. Audience Participation
7. Adjournment

Filed this 13th day of July, 2012. Posted on the bulletin board in the lobby of the Clinton City Hall on July 13, 2012 at 1:30 p.m.

_____

Not recorded

AA070312

MINUTES OF AIRPORT AUTHORITY MEETING ON JULY 3, 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, July 3, 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 29, 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: Julie Menge, Gene McCullough, K.D. Kappel, Marion Miller, Mary Helen Jones, Jeremy Bush, Randy Carpenter, Ray Hammonds, Wade Anders, Narci Smith, L.R. Sights, Cheryl Lowry, Lydia Garvey and others.

Wade Anders opened the meeting with prayer and Trustee Bob Marcy led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of the Regular Meeting of June 19, 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 RESOLUTION AA12-01 ACCEPTING FAA GRANT AND AUTHORIZING THE CHAIRMAN TO EXECUTE THE GRANT AGREEMENT UPON RECEIPT FROM FAA

City Manager Steve Hewitt explained that Circle S Paving had submitted the low bid on the rehabilitation of the hangar apron. The resolution provides for the formal acceptance of the grant and will move forward for FAA.

Motion was made by Trustee Marcy and seconded by Trustee Hulin to approve Resolution AA12-01 accepting the FAA grant and authorizing the Chairman to execute the grant agreement upon receipt from FAA.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO .5: CITY MANAGER'S REPORT

City Manager Hewitt said documents will be finalized with Circle S Paving soon so the rehab of the hangar apron project can begin.

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 5:35 pm.

RESOLUTION NO. AA12-01

A RESOLUTION ACCEPTING A FEDERAL AVIATION ADMINISTRATION GRANT OFFER FOR AIRPORT IMPROVEMENT PROJECT (AIP 3-40-0021-011-2012) AT CLINTON REGIONAL AIRPORT FOR "RECONSTRUCTION HANGAR APRONS" AND AUTHORIZE THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL NECESSARY DOCUMENTS.

WHEREAS, the City of Clinton has submitted a Project Application dated June 22, 2012 at the Clinton Regional Airport for a project to reconstruct the hangar aprons,as approved by the Federal Aviation Administration (FAA); and

WHEREAS, the FAA has approved the project with funding made possible by the Airport Improvement Program and requires formal acceptance thereof by resolution;

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CLINTON: The Grant Offer for Airport Improvement Program (AIP 3-40-0021-011-2012) for Reconstruction of the Hangar Aprons and the Grant Agreement therefore all are hereby expressly approved and accepted by the City of Clinton. The Mayor is hereby authorized and directed to execute the Grant Agreement for the Project for and on behalf of the City, together with all other necessary documents.

ADOPTED AND APPROVED this 3 day of July, 2012

CITY OF Clinton

CHAIRMAN/ MAYOR

ATTEST: (Seal)

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Ward Petroleum Corporation Bid offer for Oil and Gas

Staff Source: City Clerk Lisa Anders

History/Background Information: In April 2005 Ward Petroleum Corporation leased this property for three years. At the end of that term, the Airport Authority advertised for bids for another three year lease. No bids were received. In August of 2011, the Airport Authority advertised for bids once again and received on bids.

Item/Subject Summary: Grady Stimmel of Reagan Resources has contacted the Airport Authority with an offer to lease this property for a three year term with a two year option to extend.

Price/Cost: None

Recommendation: Given there has been no interest in this property with the last two bid offerings, staff recommends accepting the offer from Reagan Resources.

Lisa Anders

From: Steve Hewitt
Sent: Thursday, July 12, 2012 11:51 AM
To: Lisa Anders; Ryan Meacham
Subject: Fw: Oil and Gas Lease Offer - City of Clinton

From: Grady Stimmel [mailto:gradystimmel@hotmail.com]
Sent: Thursday, July 12, 2012 11:27 AM
To: Steve Hewitt
Subject: RE: Oil and Gas Lease Offer - City of Clinton

Hello Steve,

I hope all is well.

Below is a depth clause that we will add as an addendum to the City's lease as requested by Mr. Rodolph;

Depth Clause: Notwithstanding anything herein to the contrary, this lease shall terminate at the end of the primary term insofar as to all rights deeper than 100 feet below the stratigraphic equivalent of the base of the deepest formation penetrated by any well or wells drilled on the lands covered hereby or on lands with which said lands or portion thereof have been pooled or unitized; provided if the Lessee, its successors or assigns, at the expiration of the primary term, shall be engaged in operations for drilling, deepening, sidetracking, building location, or reworking a well or wells on the leased premises or on land with which said land or a portion thereof has been pooled or unitized, then this lease shall continue in effect as to all formations until such operations have been completed and total depth has been established.

I'm waiting to hear from my Lease Manager regarding another tract the city owns in 7-12N-16W. Mr. Rodolph brought the tract to my attention, and I'm waiting to hear if Ward Petroleum would be interested in leasing in that section - I'll keep you posted.

If there is anything else you need from me prior to your meeting on Tuesday, just say the word.

Best Regards,

Grady

Grady Stimmel
Reagan Resources, Inc.
2601 NW Expressway, Suite 801-W
Oklahoma City, OK 73112
Cell Phone: (479) 685-0358
gradystimmel@hotmail.com

From: steve.hewitt@clintonokla.org
To: gradystimmel@hotmail.com

Lisa Anders

From: Steve Hewitt
Sent: Monday, July 09, 2012 10:25 AM
To: Lisa Anders
Subject: FW: Oil and Gas Lease Offer - City of Clinton

Please look at this and get with me...

Steve A. Hewitt CPM

City Manager
City of Clinton, Oklahoma
580-323-0261 Ph

"Unless someone like YOU cares a whole awful lot, nothing is going to get better. It's NOT!"
Dr. Seuss

From: Grady Stimmel [mailto:gradystimmel@hotmail.com]
Sent: Thursday, July 05, 2012 11:44 AM
To: Steve Hewitt
Subject: Oil and Gas Lease Offer - City of Clinton

Hello Mr. Hewitt,

Ward Petroleum Corporation, a reputable and proven Oklahoma operator since 1964, is interested in leasing the following mineral interest from The City of Clinton, Oklahoma;

Lot #6 (33.91 acres) and Lot #7 (34.09 acres) and the East ½ of Southwest ¼ (a/d/a the Southwest ¼) and the West 1,540 feet of the Southeast ¼ of Section 6, Township 12 North, Range 16 West

As I mentioned over the phone, this tract is 241.330000 acres and was previously leased to Ward Petroleum by The City of Clinton back in 2005 (O&G Book 1274 Page 489 of Oklahoma Public Land Records). Ward Petroleum is prepared to lease this interest from the City at the following terms;

$700.00 per net mineral acre bonus consideration, for a three (3) year term Oil and Gas Lease, with a two (2) year option to extend and providing for a 3/16th royalty.

If you have any questions, I'm always available via the contact information below. This offer is valid until July 25th, 2012 and is subject to withdrawal without notice.

Best Regards,

Grady

RETURN TO: Reagan Resources, Inc.
2601 NW Expressway Suite 801-W
Oklahoma City, OK 73112

OIL AND GAS LEASE
(PAID UP)

AGREEMENT, Made and entered into this **«Day» day of «Month»**, by and between **«LessorOGLText»«Company»** of «Address_Line_2», «City», «State» «Zip», party of the first part, hereinafter called lessor (whether one or more), and **«Lessee»**, of «Lessee_add», party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and other DOLLARS, cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee, for the sole and only purpose of exploring by geophysical and other methods, mining and operating for oil (including but not limited to distillate and condensate), gas (including casinghead gas and helium and all other constituents), and for laying pipe lines, and building tanks, power stations and structures thereon, to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of **«FMCounty»**, State of «St», described as follows, to wit:

«Description»

Form 88-(Prod. Pooling) (Oklahoma) (640 Shut-In) (Paid-Up) (Revised 1968) Form 88S-10NG

of **Section «Sec», Township «Twn», Range «Rng»**, and containing **«FormattedGrossAc»** acres, more or less.

It is the intent to lease all of Lessor's interest in **Section «Sec», Township «Twn», Range «Rng».**

It is agreed that this lease shall remain in force for a term of **«term»** from date (herein call primary term) and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor free of cost, in the pipe line to which it may connect its wells, the **«royalty»** part of all oil (including but not limited to condensate and distillate) produced and saved from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind (with all of its constituents) produced and sold or used off the leased premises, or used in the manufacture of products therefrom, **«royalty»** of the gross proceeds received for the gas sold, used off the premises or in the manufacture of products therefrom, but in no event more than **«royalty»** of the actual amount received by the lessee, said payments to be made monthly. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, lessee shall pay or tender a royalty of One Dollar ($1.00) per year per net royalty acre retained hereunder, such payment or tender to be made, on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in and hereafter on the anniversary date of this lease during the period such well is shut in, to the royalty owners. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lease.

3rd. To pay lessor for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas, **«royalty»** of the gross proceeds, at the mouth of the well, received by lessee for the gas during the time such gas shall be used, said payments to be made monthly.

If the lessee shall commence to drill a well or commence reworking operations on an existing well within the term of this lease or any extension thereof, or on acreage pooled therewith, the lessee shall have the right to drill such well to completion or complete reworking operations with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 40 acres, or for the production primarily of gas with or without distillate more than 640 acres; provided that if any governmental regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises are located. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis bears to the total acreage in the unit.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid to the lessor only in the proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for all damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply therewith, if compliance is prevented by, or such failure is the result of any such Law, Order, Rule or Regulation.

This lease shall be effective as to each lessor on execution hereof as to his or her interest and shall be binding on those signing, notwithstanding some of the lessors above named may not join in the execution hereof. The word "Lessor" as used in this lease means the party or parties who execute this lease as Lessor, although not named above.

Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to lessor, or by placing a release of record in the proper County.

Lessor hereby warrants and agrees to defend the title to the lands herein described and agrees that the lessee shall have the right at any time to redeem for lessor by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing by certified mail of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of 15 days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or a part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

«Requirement»

IN TESTIMONY WHEREOF, we sign this the _____ day of _____ 2012.

«Company»

_____ «Signatory1Text»

_____ «Signatory2Text»

STATE OF «Note_St» (Individual Acknowledgment)
COUNTY OF _____ «Note_Co»

Before me, the undersigned, a Notary Public, in and for said County and State, on this the _____ day of _____ personally appeared «OwnerNotaryText», to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that «he» executed the same as «his» free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

Notary Public

My commission expires: _____

My commission #: _____

DO NOT WRITE, MARK OR EMBOSS BELOW THIS LINE OR IN THE MARGINS

PUBLIC NOTICE OF A REGULAR MEETING
OF THE INDUSTRIAL AUTHORITY
TUESDAY, JULY 17, 2012 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Carol Waters, First Presbyterian Church
3. Consent Agenda
    A. Consider Approval of Minutes on July 3, 2012
4. Action Items:
    A. Consider approval of contract with Mega Contractor for construction of Fire Station
5. City Manager's Report
6. Audience Participation
7. Adjournment

Filed this 13th day of July, 2012. Posted on the bulletin board in the lobby of the Clinton City Hall on July 13, 2012 at 1:30 p.m.

_____

Not recorded

IA070312

MINUTES OF THE CLINTON INDUSTRIAL AUTHORITY, JULY 3, 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, July 3, 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 29, 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: Julie Menge, Mary Helen Jones, K.D. Kappel, Marion Miller, Jeremy Bush, Randy Carpenter, Ray Hammonds, Wade Anders, Narci Smith, L.R. Sights, Cheryl Lowry, Lydia Garvey and others.

Wade Anders opened the meeting with prayer and Trustee Bob Marcy led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of July 3, 2012 meeting
B. Consider Claims

Moved by Trustee Smith 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: Smith, Marcy, Hulin, Rodolph, Bryson
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER RECOMMENDATION REGARDING CONSTRUCTION OF FIRE STATION

City Manager Steve Hewitt said five bids for the construction of the fire station have been reviewed and the recommendation is for the low bid from Mega Contractor to be approved. He said staff would work with the contractor on value engineering and saving money. He said negotiations will be made on a final price and will be brought back to the Industrial Authority at the next meeting with contract and final budget.

Motion was made by Trustee Marcy and seconded by Trustee Hulin to approve staff recommendation to award the contract for the construction of the fire station to Mega Contractor of Ft. Worth, Texas.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO .5: CITY MANAGER'S REPORT

None

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 5:45 pm.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: **Construction Contract New Fire Station**

Staff Source: **City Manager, Steve Hewitt**

Date: July 13, 2012

History/Background Information:

Subject Summary: As of Friday, July13, 2012, Staff and Architects are still negotiating on the Value Added Contract and Bid for the Construction of the New Clinton Fire Station. Should have budget and contract by Tuesday, July 17, 2012.

Recommendation:

Price/Cost:

PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, JULY 17, 2012 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Carol Waters, First Presbyterian Church
3. Consent Agenda
    A. Consider Approval of Minutes on July 3, 2012
4. Action Items:
    A. Consider renewal agreement with Clinton Summer Playground
    B. Consider renewal agreement with Action Associates
    C. Consider renewal agreement with AARP
    D. Consider renewal agreement with Eastside Academy
5. City Manager's Report
6. Audience Participation
7. Adjournment

Filed this 13th day of July, 2012. Posted on the bulletin board in the lobby of the Clinton City Hall on July 13, 2012 at 1:30 p.m.

_____

Not recorded

RM070312

MINUTES OF THE CLINTON CITY COUNCIL
JULY 3, 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, July 3, 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 29, 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: Julie Menge, Mary Helen Jones, Wade Anders, Randy Carpenter, K.D. Kappel, Marion Miller, Jeremy Bush, Ray Hammonds, Gene McCullough, Narci Smith, L.R. Sights, Cheryl Lowry, Lydia Garvey and others.

Wade Anders opened the meeting with prayer and Councilman Bob Marcy led the Pledge of Allegiance.

AGENDA ITEM NO. 4: CONSENT AGENDA:

A. Minutes of Regular Meeting of June 19, 2012
B. Consider Claims

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

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. REQUEST IMPLEMENTATION OF MANDATORY CONSERVATION FOR LANDSCAPE IRRIGATION REFERENCING ORDINANCE NO. 935A

City Manager Steve Hewitt explained the ordinance establishes a stricter policy for recreational/ landscape watering. He said it sets hours and day for watering. He said if the ordinance is approved the public will be educated on the policy and required to abide by the rules.

Councilman Marcy asked how residents would be notified of the policy.

City Manager Steve Hewitt said notification would be made through the media, water bill memos, and staff notification.

Councilman Rodolph suggested rather that allowing two hours on one day of the week for watering, that the policy allow one hour on two days of the week.

City Manager Hewitt said it does not matter.

L.R. Sights said it would not make a difference. He said he would like more but understands that we must conserve.

City Manager Hewitt said as the temperatures increase, the usage of water spikes. He said an evaluation can be made of the usage and a policy implemented.

Councilman Hulin asked about the implementation of conservation to users outside of the city limits.

City Manager Hewitt said if a person uses city water they are under the same restrictions as someone living inside city limits.

L.R. Sights asked about industrial water users and asked about the bad odor from Bar-S.

City Manager Steve Hewitt said the industrial water users are doing their part to reduce usage. Mayor Bryson said the odor issue had been discussed with Bar-S and the City will work with them.

Motion was made by Councilwoman Smith and seconded by Councilman Rodolph to adopt Ordinance No. 935A with the amendment regarding water use restriction time for 7:00 P.M. to 11:00 P.M. with the emergency clause.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

5. CITY MANAGER'S REPORT

None

Councilman Hulin expressed his appreciation for a job well done by City Manager Steve Hewitt for the day-to-day operations in the absence of a Public Works Director.

AGENDA ITEM. 7 AUDIENCE PARTICIPATION

Lydia Garvey asked about a Martin Luther King parade and recommended putting in the sidewalks.

Marion Miller asked about the treatment process at Clinton Lake using Foss Water.

It was explained that was not an option.

AGENDA ITEM NO. 8: ADJOURNMENT

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

Mayor put the motion to a roll call vote:

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

Mayor declared the meeting adjourned at 6:55 P.M.

ORDINANCE NO. 935A

AN ORDINANCE TO APPLY WATER USE RESTRICTIONS

WHEREAS, the City has previously adopted Ordinance No. 935.

WHEREAS, implementation of Ordinance No. 935 has failed to properly address water shortage issues.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF CITY OF CLINTON, OKLAHOMA:

I. Section 3 of Ordinance 935 (Codified as 9-5-3), of the Clinton City Code of Ordinances, shall be repealed and replaced as follows:

Section 3. WATER USE RESTRICTION

1. Water use restrictions will begin with voluntary implementation beginning March 1st of each year and mandatory implementation beginning June 1st, until September 30th of each year. Use restrictions shall include the following restrictions:

A. Outdoor irrigation of landscaping with sprinkler systems and hose-end sprinklers will be limited to two (2) hours once a week

   1. Residents and business with even numbered addresses will be allowed to water on Tuesdays for any two (2) hours between 8:00 p.m. and 12:00 a.m. only.

   2. Residents and business with odd numbered addresses will be allowed to water on Thursdays for any two (2) hours between 8:00 p.m. and 12:00 a.m. only.

B. Outdoor irrigation of landscaping utilizing hand watering, drip irrigation and soaker hoses shall be allowed every day of the week for two (2) hours per day from 7:00 p.m. to 11:00 p.m. All hoses must be equipped with a positive shutoff valve.

C. After June 1st of each year, existing swimming pools can only be filled to replace normal water loss due to evaporation.

   1. Permits for new swimming pools (either above or below ground) will be delayed until after October 1st of each year.

D. Use of fountains is prohibited.

E. Restaurants may only serve a glass of water upon request by the customer.

F. Vehicle washing is limited to commercial and mobile car washing only.

1. Personal washing of vehicles is prohibited at any location not specifically designed and permitted for vehicle washing.

G. Washing down of sidewalks, walkways, driveways, parking lots, streets and gutters is prohibited.

H. Washing down of buildings is prohibited, unless for fire protection.

I. All water leaks must be repaired within a reasonable time frame.

II. Emergency Clause. This ordinance shall take effect immediately upon adoption.

PASSED AND DULY ADOPTED by the Council of the City of Clinton, Oklahoma this 3 day of July, 2012.

MAYOR

ATTEST:

Lisa Anders

CITY CLERK

(SEAL)

SUMMER PLAYGROUND AGREEMENT

This agreement made and entered into this _____ day of _____, 2012, by and between the City of Clinton, Oklahoma, a municipal corporation, hereinafter referred to as "City", and Clinton Summer Playground, Inc. a non-profit corporation, organized under the laws of the State of Oklahoma hereinafter referred to as "Summer Playground."

RECITALS

1. Whereas Summer Playground is a non-profit, self development, community service organization attempting to promote positive community relations in the Clinton area with programs that promote community pride and self development;

2. Whereas the programs of Summer Playground are primarily to provide services to the youth of our city.

3. Whereas there is desires on the part of the Summer Playground to provide said youth activities and provide alternative programs for the youth of the community;

4. Whereas it would be beneficial for both the City and Summer Playground to enter into an agreement providing for these activities for the young people in the Summer Playground youth programs which allows the youth an opportunity to learn team work and other life skills.

NOW THEREFORE, for and in consideration of the mutual covenants herein, the parties agree as follows:

SECTION I

OBLIGATIONS OF CLINTON SUMMER PLAYGROUND, INC.

Summer Playground includes 6 different activities:

Swimming
Designs and Doodles
Discovery Zone
Move Your Body
Numbers Count
Radical Reading

Swimming: 45 minute activity. Students will be involved in basic swimming lessons. They will also play games and promote swimming skills.

Designs and Doodles: 45 minute activity. Students will make crafts that match the theme for the week.

Discovery Zone: 20 minute activity, fun learning. A different theme will be covered each week. Students will use lots of hands on activities to promote learning.

Move Your Body: 20 minute activity, organized games/sports. These may be focused on the theme week. We will promote healthy activity.

Numbers Count: 20 minute activity, math time. Students will play games and have math fact races.

Radical Reading: 20 minute activity, reading time. Students will play games and work on reading fluency.

Summer Playground shall provide a list of all participants to the City. A schedule of events and programs scheduled for the period of this contract shall also be provided to the City.

Summer Playground shall provide these services during the months of June and July 2013.

Monthly progress reports shall be provided to the City indicating the activities and the number of youth signed up for each activity. The said report shall be furnished to the office of the City Clerk not later than the 15th of the month following.

Clinton Summer Playground shall provide these services to at least 200 young persons during the season.

Clinton Summer Playground shall provide the City with a certificate of insurance naming the City as additionally insured.

Clinton Summer Playground will be allowed the use of the swimming pool from the City at no cost.

SECTION II

OBLIGATIONS OF THE CITY OF CLINTON

The City shall provide a fee to Summer Playground in the amount of $8,000. Said fee is to be paid during the month of July 2012.

The City shall provide park facilities needed by the Clinton Summer Playground for its activities.

The City shall provide the use of the Municipal Swimming Pool to Clinton Summer Playground at no cost to the program.

SECTION III

SEVERANCE

The City Manager of said City or his designee shall be responsible for inspecting the areas of work to insure that the work by Clinton Summer Playground has been done in accordance with reasonable acceptable standards and if the same has not been done in accordance to said standards, then no "pay" shall be received by Clinton Summer Playground until such standards are achieved. Further, either party can cancel the contract upon a seven-day notice.

Dated this ____ day of _____, 2012.

City of Clinton, Oklahoma

Attest:

_____
Allen Bryson, Mayor

_____
Lisa Anders, City Clerk

_____
Bob Gauger, Chairman
Clinton Summer Playground

July 2, 2012

Sherry Clinton
Action Associates, Inc.
P.O. Box 1534
Clinton, Oklahoma 73601

Dear Ms. Clinton,

Please review and, if acceptable, sign this latter of agreement between Action Associates and the City of Clinton.

Action Associates, Inc. will accept referrals from the Police Department of the City of Clinton, whenever, in the opinion of a representative of the City's Police Department an individual or individuals need shelter or assistance, said representative shall refer such persons to Action Associates, Inc., and Action Associates Inc., shall provide a safe haven for such referrals.

Action Associates, Inc., shall provide semi-annual reports to the City of Clinton, covering the number of referrals received as a result of city action.

In return for accepting referrals from the City of Clinton, the city will contribute not less than $ 16,000.00 per budget year, or an amount as appropriated by the City Council. Action Associates, Inc. will present their annual request to the city in writing, by March 1, of each year, in order that said request may be reviewed by the city staff and City Council during the annual budget process.

If the general conditions outlined above are acceptable, please sign at return to the office of the City Manager.

_____ Date:_____
For Action Associates

_____ Date:_____

Respectfully,

Steve Hewitt
City Manager

Clinton
Hub City of Western Oklahoma

P.O. Box 1177
Clinton, OK 73601
Phn. 580-323-0261
citymanager@clintonokla.org

Office of the City Manager

Steve Hewitt, City Manager
City of Clinton, Oklahoma

July 17, 2012

Gerrie Cordes, President
Custer County AARP Chapert 1258
Clinton, OK 73601

W.C Waldrop, Transportation Chairman
Custer County AARP Chapter 1258
Clinton, OK 73601

Dear Gerrie and W. C,

Please review and sign this letter of agreement between Custer County AARP Chapter 1258 (Clinton) and the City of Clinton.

Custer County AARP Chapter 1258, will continue to provide transportation opportunities for the handicapped, disabled, and senior citizens of Clinton. Furthermore, Chapter 1258 shall meet all federal and state requirements and guidelines.

Chapter 1258, shall provide semi-annual reports to the City documenting the services and number of participants.

The City of Clinton will contribute $3,500.00, as appropriated by the City Council in the 2012-13 Fiscal Budget. Custer County AARP Chapter 1258, will present their annual request to the City by March 1st of each year. This ensures City Staff and City Council time to review during the annual budget process.

Please sign and return to the City Manager's office.

_____ Date:_____
Custer County AARP Chapter 2158

_____ Date:_____

_____ Date:_____
City of Clinton

Respectfully,

Steve A. Hewitt, City Manager

LEASE

This Lease Agreement is made and entered into this _____ day of _____, 2012, by and between the City of Clinton, (Lessor), and Eastside Academy, Inc. (Lessee), and is as follows:

RECITALS

WHEREAS the Lessor is the owner of the business property described below, and the parties hereto desire to enter into a lease of said premises for the use by Lessee.

WHEREAS Eastside Academy is a non-profit, self-development, community service organization attempting to promote positive community relations in the Clinton area with programs that promote community pride and self-development;

WHEREAS the program of Eastside Academy are primarily serving the economic disadvantaged, especially the youth of Clinton;

WHEREAS there is a desire of Eastside Academy through its educational activities and programs of work and projects that promote and provide educational opportunities, emotional support, mentoring, an opportunity for youth to develop work skills and practices, and a concern for others, and promote a connection to the community in which they live, and, for the City of Clinton;

WHEREAS Eastside Academy is the sole and exclusive tenant at 215 E. Modelle in Clinton, Oklahoma, a City of Clinton owned building located at the northwest comer of Modelle and Glen Smith Rd.

WHEREAS it would be beneficial for both the City and Eastside Academy to enter into an agreement providing for certain monetary support and rewards for the young people in the Eastside Academy by encouraging the youth to develop educational and social skills.

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE
Description of Premises

The Lessor will lease and let unto the Lessee the business property located at 215 East Modelle, Clinton, Oklahoma. The Lessee agrees to maintain the property and items of personal property in good repair; and said items shall remain in the leased premises during the terms of this Lease.

SECTION TWO
Term of Lease

The term of this Lease is one (1) year, commencing on July 1, 2012, and terminating on June 30, 2013. The Lessor and Lessee agree that there will be an option to renew the Lease for two additional years following the first year lease. Lessee must exercise this option, in writing, sixty days prior to June 30, 2013.

SECTION THREE
Rental

The Lessee shall pay to the Lessor as rental for said premises the sum of Ten and No/100's Dollars ($10.00), per year and other good and valuable consideration, commencing on July 1, 2012, and terminating on

June 30, 2013.

Eastside Academy agrees to furnish adult supervision for all programs and projects undertaken under this agreement which shall include, but not be limited to, educational, mentoring, tutoring, and emotional support; and activities such as preparing meals and the subsequent clean-up; picking up trash and cleaning the lots adjacent to the facility at 215 E. Modelle, and all other activities previously agreed upon.

Eastside Academy shall obtain a Release of Claims from each participant. Eastside Academy further agrees to maintain a register of participants who have signed a Release of Claims form.

Additionally, Eastside Academy shall provide a work schedule for participants and projects completed, Including accomplishments of the Academy and/or the individuals it serves with the above mentioned register, also to be submitted quarterly. The said report shall be furnished to the office of the City Clerk no later than the 10th day of the calendar quarter.

Eastside Academy shall provide the City with a duly executed Hold Harmless Agreement which protects the City against claims of any and all individuals and/or organizations.

SECTION FOUR
Utilities

The Lessee shall arrange and pay for all utilities furnished to the leased premises for the term of this Lease, including, but not limited to, electricity, water, natural gas, sewer, cable TV, and telephone service, and any deposits relating thereto.

SECTION FIVE
Obligations of the City of Clinton

Lessor shall repair and maintain the structural portion of the Premises, including exterior walls and roof, unless such maintenance or repair is caused in whole or in part by the neglect, fault or omission of Lessee, its agents, employees or invitees, or by unauthorized breaking and entering, in which event Lessee shall pay to Lessor the cost of such maintenance and repair. Lessor shall have no obligation to repair until a reasonable time after the receipt, by Lessor, of written notice of the need for repairs. Unless otherwise specifically provided in the Lease, there shall be no abatement of rent and no liability of Lessor by reason of any injury to or interference with Lessee's operations arising from the making of any repairs, alterations or improvements in or to any portion of the Premises, or parking lot.

During the term of this lease, the City shall provide an annual stipend of $4,000.00 to Eastside Academy which may be used to purchase school supplies and to hire youth and adults to assist in the implementation of activities and programs. Receipts must be provided to the City Clerk with each quarterly report. Said stipend is not guaranteed and is contingent on annual budget approval.

A list of purchases shall be furnished to the City to ensure that at least 85% of the stipend has gone to providing educational activities and programs.

The City will inspect at least quarterly the areas designated in Section I above to ensure compliance with this agreement.

SECTION SIX
Assignment and Sublease

The Lessee shall not have the right to assign this Lease or sublet the premises to another party without the prior written approval of the Lessor.

SECTION SEVEN

Alterations and Improvements

Alterations and improvements will only be made upon mutual consent of the parties hereto following a written request to do so. At the termination of this Lease, Lessee shall have the right to remove any improvements or fixtures which Lessee has installed on the leased premises so long as said removal does not cause structural damage to the leased premises. The Lessee agrees to restore the leased premises to its former condition after removal of said improvements, normal wear and tear excepted.

SECTION EIGHT

Partial Destruction of Premises

In the event the above described premises are totally destroyed or partial destroyed due to fire, tornado, or other Act of God, making said premises unsuitable for the uses for which they were leased, it is agreed that the Lessor shall have the option to either repair said premises or terminate this lease. In the event the Lessor elects to repair said premises, Lessor agrees to repair in a reasonable time with the above described rental to be reduced in proportion to the unused total square footage during the period of repairs. Lessor shall maintain a policy of insurance covering the property only.

SECTION NINE

Indemnification

The Lessee shall indemnify, defend and hold the Lessor harmless against all loses damages and liabilities arising from Lessee's use of the leased premises. The Lessee shall obtain and maintain in force at its expense, public liability insurance on the leased premises in the minimum sum of $500,000.00 per occurrence, and provide proof of same to the Lessor.

SECTION TEN

Smoke-Free Environment

The Lessee agrees to prohibit smoking of any kind in the leased premises by Lessee, its employees or patrons, either during or after hours of operation. The Lessee agrees to post appropriate signage reflecting that smoking is not allowed and further agrees to enforce said No Smoking Provision.

SECTION ELEVEN

Condition of Leased Premises

The Lessee is accepting the premises in its present condition and no warranties of any kind or nature have been made by the Lessor regarding the condition of the leased premises.

SECTION TWELVE

Breach

The appointment of a receiver to take possession of the assets of Lessee, a general assignment for the benefit of the creditors of Lessee, any action taken or allowed to be taken by Lessee under any bankruptcy act, failure of the Lessee to pay any of the rentals as discussed herein or the failure of the Lessee to comply with each and every term and condition of this Lease shall constitute a breach of this Lease. Upon breach, the Lessor shall be entitled to the remedies allowed by law including the right to terminate this Lease and re-enter the leased premises upon occurrence of any of the above described events of default.

SECTION THIRTEEN
Attorney Fee

If either party files an action to enforce any agreement contained in this Lease, or for breach of any covenant or condition, the successful party in said action shall be entitled to a reasonable attorney's fee and court costs incurred.

SECTION FOURTEEN
Liens and Encumbrances

The Lessee agrees that it will not encumber or allow any liens to attach to any property covered by this Lease or this Lease Agreement and the Lessee will indemnify the Lessor against all such liens, encumbrances, suits or other proceedings against said property.

SECTION FIFTEEN
Notices

Any notice required under the terms and conditions of this Lease shall be forwarded to the Lessor at the following address:

Office of the Clinton City Manager
P.O. Box 1177
Clinton, Oklahoma 73601

This Lease Agreement shall be binding on the parties, their successors and assigns, and shall be construed under the laws of the State of Oklahoma.

_____

Steve Hewitt, City Manager
City of Clinton
Lessor

_____

Steven Collins
President, Eastside Academy, LLC
Lessee