PUBLIC NOTICE OF A REGULAR MEETING
OF THE PUBLIC WORKS AUTHORITY
TUESDAY, FEBRUARY 19, 2013 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer /Pledge Jean Simpson, St. Paul's Episcopal Church
3. Consent Agenda:
    A. Consider approval of minutes of February 5, 2013
4. Action Items:
    A. Consider bids for rehabilitation of clarifier at Waste Water Treatment Plant
5. Trustee Report
6. City Manager's Report
7. Audience Participation
8. Adjournment

Filed this 14 th day of February, 2013. Posted on the bulletin board in the lobby of the Clinton City Hall on February 14, 2013 at 3:30 p.m.

PW020513

MINUTES OF THE PUBLIC WORKS AUTHORITY MEETING, FEBRUARY 5, 2013

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, February 5, 2013 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 February 1, 2013.

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

CHAIRMAN: Seth Adams
TRUSTEES: Bob Marcy, Jason Hulin, Don Rodolph
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 Jarod Atha
OTHERS: Julie Menge, Stephen Jones, Kris Wermy, Gene McCullough, Randy Carpenter, Jeremy Bush, Lucas Martinez, Burk Covey, David Crabtree, Wilma Jackson, Roy Dobbs, Gary Jones, Curtis Maloy, Mary Helen Jones, Bobby Hoffman, Bryan Atchley, Jim Westmoreland and others.

Roland Youngberg of the First United Methodist Church opened the meeting with prayer and Trustee Bob Marcy led the Pledge of Allegiance.

AGENDA ITEM NO. 3: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 4. TRUSTEE REPORT

None

AGENDA ITEM NO .5: MANAGER'S REPORT

City Manager Steve Hewitt reported that he had signed off on an agreement with engineers to prepare a report for Oklahoma Department of Environmental Quality regarding the iron build up in the water lines. He said this project should be moving forward.

AGENDA ITEM NO. 6: CONSENT AGENDA

a. Consider approval of minutes of January 15, 2013
b. Consider claims

Moved by Trustee Marcy and seconded by Trustee Hulin that Consent Agenda Item No. 6 (a-b) be approved.
Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO. 7: ACTION ITEMS

A. DISCUSS WITH LEGAL COUNSEL REGARDING PENDING LITIGATION INCLUDING AN EXECUTIVE SESSION AS AUTHORIZED BY 25 O.S. ss 307B4

Motion was made by Trustee Hulin and seconded by Trustee Marcy to enter into executive session to discuss pending litigation and requested City Manager Steve Hewitt to join.

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting in executive session at 5:40 P.M.

RECONVENE

Motion was made by Trustee Rodolph and seconded by Trustee Hulin to reconvene in regular session.

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting in regular session at 5:55 p.m.

Assistant City Attorney Ryan Meacham explained that in July 2012 a utility company cut services lines to the Wastewater Treatment Plant and there has been little success with dealing with the various insurance companies. The decision has been made to file a lawsuit for the damages that resulted from the cutting of the service lines.

Motion was made by Trustee Rodolph and seconded by Trustee Hulin to instruct the City Manager to work with the City Attorney to collect the damages incurred as a result of cutting the service lines at the Wastewater Treatment Plant.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO. 8: 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, Adams
Nay: None

Chairman declared the meeting adjourned at 6:00 pm.

BID NOTICE

Notice is hereby given that the Clinton Public Works Authority of Clinton, OK is seeking sealed bids for furnishing all necessary materials, equipment, machinery, superintendence, labor, insurance, and other required provisions for:

REHABILITATION OF CLARIFIER TANKS AT CLINTON WASTEWATER TREATMENT PLANT IN CLINTON, OKLAHOMA

Sealed bids shall be submitted to the Office of the City Clerk, 415 Gary Boulevard, Clinton, Oklahoma, 73601, no later than Tuesday, February 19, 2013 at 5:30 P.M, in a sealed envelope marked "**REHAB OF CLARIFIER TANKS**". Bids submitted more than 96 hours before the time of the bid opening will be returned unopened to the bidder submitting the same.

Properly submitted bids will be opened for consideration at a regular meeting of the Clinton Public Works Authority of Clinton, Oklahoma at 5:30 P.M. Tuesday, February 19, 2013.

All bids shall be firm for 30 days. Bids shall be submitted based upon specifications and contract documents, which may be obtained from the Office of the City Clerk, 415 Gary Boulevard, Clinton, OK. 73601. (580-323-0265)

The Clinton Public Works Authority reserves the right to reject any and all bids and to accept the bid which best meets the needs of the Clinton Public Works Authority.

All bidders are invited to attend the bid opening.

Steve Hewitt
City Manager
City of Clinton, OK.

PUBLIC NOTICE OF A REGULAR MEETING
OF THE INDUSTRIAL AUTHORITY
TUESDAY, FEBRUARY 19, 2013 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer /Pledge Jean Simpson, St. Paul's Episcopal Church
3. Consent Agenda
    A. Consider approval of minutes of February 5, 2013
4. Action Items
    A. Consider approval of payment to Mega Contractors for Fire Station Project
5. Trustee Report
6. City Manager's Report
7. Audience Participation
8. Adjournment

Filed this 14th day of February, 2013. Posted on the bulletin board in the lobby of the Clinton City Hall on February 14, 2013 at 3:30 p.m.

IA020513

MINUTES OF THE CLINTON INDUSTRIAL AUTHORITY FEBRUARY 5, 2013

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, February 5, 2013 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 February 1, 2013.

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

CHAIRMAN: Seth Adams
TRUSTEES: Bob Marcy, Jason Hulin, Don Rodolph
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 Jarod Atha
OTHERS: Julie Menge, Stephen Jones, Kris Wermy, Gene McCullough, Randy Carpenter, Jeremy Bush, Lucas Martinez, Burk Covey, David Crabtree, Wilma Jackson, Roy Dobbs, Gary Jones, Curtis Maloy, Mary Helen Jones, Bobby Hoffman, Bryan Atchley, Jim Westmoreland and others.

Roland Youngberg of the First United Methodist Church opened the meeting with prayer and Trustee Bob Marcy led the Pledge of Allegiance.

AGENDA ITEM NO. 3: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 4. TRUSTEE REPORT

None

AGENDA ITEM NO .5: MANAGER'S REPORT

None

AGENDA ITEM NO. 6: CONSENT AGENDA

A. Minutes of the Regular Meeting of January 15, 2013
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, Rodolph, Adams
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 7: ACTION ITEMS:

A. CONSIDER AGREEMENT WITH RIDLEY ENGINEERING GROUP, LLC TO DESIGN PLAT FOR INDUSTRIAL SITE ON COMMERCE ROAD

City Manager Steve Hewitt said that two tracts had been sold to Marcus Wright and TAS Trucking earlier. He said there is 100 acres that remains and with any future development, the property is in need of being platted. Ridley Engineering Group has presented an agreement for $98,500 to plat the property. He said the project could be done in phases but this would add an additional $14,500 per phase. He recommended approving the agreement and moving forward with the project.

Trustee Rodolph said this is a good plan and the project does need definition.

Trustee Hulin asked how many phases would be recommended.

City Manager Hewitt said he would want to see the estimate from Gary Ridley but he thought it would definitely be two phases.

Motion was made by Trustee Rodolph and seconded by Trustee Marcy to approve the agreement with Ridley Engineering Group, LLC to design a plat for the industrial site on Commerce Road.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO. 8: 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, Adams
Nay: None

Chairman declared the meeting adjourned at 6:05 pm.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Mid-Month Pay App for Mega (Fire Station)

Staff Source: City Manager, Steve Hewitt

Date: February 14, 2013

History/Background Information:

Mega Contractors, Inc. is building the Fire Station. We typically only accept approve pay apps once per month. We delayed some funds on the last pay app until we got clarification (Concrete Slab Work/Pour).

Subject Summary:

Architects and Staff felt that some of the Bay slabs had an unsatisfactory finish. Staff and Architects held out money on the previous Pay App to get clarification or resolution. This Pay App has been approved/certified and adjusted by the Architect. We feel that the contractor's recommendation to resolve our concerns looks to be a satisfactory direction. However, we still want to hold out money until all is completed. Staff also agrees it's not a concrete product issue. The concrete provided by a local business met the standards, it's a finish issue.

Recommendation:

Staff and Architects agree to release money to have Mega pay the local concrete invoices. This satisfies us. The sample finish repairs look to be a good resolution. However, we won't release and approve all funds until completion. Staff doesn't want to hold up one of our local business from receiving funds. We have our answers.

This a common practice in any construction job. We recommend this mid-month pay app.

Price/Cost: $23,333.40

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF TWO PAGE(S)

To: City of Clinton Oklahoma
415 W. Gary Boulevard
Clinton, OK. 73601

PROJECT: Clinton Fire Station

APPLICATION NO: 07
due to cuts on #6R by MM

Distribution to:

PERIOD TO: 02/06/2013

[x] OWNER
[x] ARCHITECT
[x] CONTRACTOR

From: Mega Contractors, Inc.
911 N. Sylvania Ave., Suite 160
Fort Worth, TX. 76111

PROJECT NOS:

[ ]

CONTRACT FOR: **Clinton Fire Station**

CONTRACT DATE: July 16, 2012

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

SEE ATTACHED SWORN STATEMENT FROM CONTRACTOR TO OWNER

1. ORIGINAL CONTRACT SUM			$3,451,628.00
2. Net change by Change Orders			$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)			$3,451,628.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)			~~1,322,390.12~~ 1,310,206.12
5. RETAINAGE: (Original Contract Only)		131,020.61	
a. 10 % of Completed Work (Column D + E on G703)	~~132,239.01~~		
b. 10 % of Stored Material (Column F on G703)	0.00		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)			131,020.61 ~~132,239.01~~
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)			~~1,190,151.11~~ 1,179,185.51
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)			1,155,852.11
8. CURRENT PAYMENT DUE			~~34,299.00~~ 23,333.40
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)			~~2,261,476.89~~ 2,272,442.49

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

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

Funds in the amount of $244,320.00 not received as of 02/01/13

Contractor: Mega Contractors, Inc.

By: _____ Date: 2-4-13
Richard Hogan,, President

State of Texas County of Tarrant
Subscribed and sworn to before me this 4th day of February 2013
Notary Public: Karen Williams
My Commission expires: 1-26-2017

KAREN WILLIAMS
Notary Public
STATE OF TEXAS
My Comm. Exp. January 26, 2017

ARCHITECT"S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 23,333.40

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

ARCHITECT:

By: _____ Date: 2/12/13

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

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 07 due to cuts on 6R by MM

In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Clinton Fire Station

PERIOD TO: 02/06/2013

ARCHITECT'S PROJECT NO:

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE
1	GENERAL PROVISIONS	$383,505.05	$187,797.91	$0.00	$0.00	$187,797.91	49%	$195,707.14	$18,779.79
2	BONDS	$39,137.00	$39,137.00	$0.00	$0.00	$39,137.00	100%		$3,913.70
3	Mobilization	$7,000.00	$7,000.00	$0.00	$0.00	$7,000.00	100%		$700.00
4	SUPERVISION	$50,000.00	$24,700.00	$0.00	$0.00	$24,700.00	49%	$25,300.00	$2,470.00
5	MISCELLANOUS LABOR	$20,000.00	$9,090.00	$0.00	$0.00	$9,090.00	45%	$10,910.00	$909.00
6	SITE EXCAVATION/DEMO/FILL	$55,000.00	$55,000.00	$0.00	$0.00	$55,000.00	100%		$5,500.00
7	SURVEYING	$5,000.00	$3,000.00	$0.00	$0.00	$3,000.00	60%	$2,000.00	$300.00
8	TESTING	$15,000.00	$11,648.18	$0.00	$0.00	$11,648.18	78%	$3,351.82	$1,164.82
9	STABILAZATION	$19,000.00	$19,000.00	$0.00	$0.00	$19,000.00	100%		$1,900.00
10	CONCRETE PAVING/WALKS/CURBS	$60,000.00	$0.00	$0.00	$0.00	$0.00	0%	$60,000.00	$0.00
11	CONCRETE PAVING/WALKS CURBS-Mat	$80,000.00	$37,814.00	$0.00	$0.00	$37,814.00	47%	$42,186.00	$3,781.40
12	REBAR	$11,300.00	$10,300.00	$0.00	$0.00	$10,300.00	91%	$900.00	$1,030.00
13	TERMITE CONTROL	$1,884.00	$1,884.00	$0.00	$0.00	$1,884.00	100%		$188.40
14	TURF AND GRASSES	$21,627.00	$0.00	$0.00	$0.00	$0.00	0%	$21,627.00	$0.00
15	EROSION CONTROL	$1,700.00	$1,700.00	$0.00	$0.00	$1,700.00	100%		$170.00
16	CAST IN PLACE CONCRETE	$62,000.00	$42,200.00	~~$12,184.00~~ 0.00	$0.00	~~42,200 $54,384.00~~	~~87.68%~~	~~19,800 $7,616.00~~	~~$6,438.40~~ 4220.00
17	CAST IN PLACE - MATERIAL	$74,000.00	$18,723.50	$22,926.00	$0.00	$41,649.50	56%	$32,350.50	$4,164.95
18	LABOR FOR WALL	$7,000.00	$7,000.00	$0.00	$0.00	$7,000.00	100%		$700.00
19	REBAR	$22,000.00	$21,869.05	$0.00	$0.00	$21,869.05	99%	$130.95	$2,186.91
20	PRECAST STRUCTURAL CONCRETE	$191,000.00	$147,605.40	$0.00	$0.00	$147,605.40	77%	$43,394.60	$14,760.54
21	Precast Structural Installation	$85,390.00	$72,581.50	$0.00	$0.00	$72,581.50	85%	$12,808.50	$7,258.15
22	MASONRY Mobilization	$12,000.00	$12,000.00	$0.00	$0.00	$12,000.00	100%		$1,200.00
23	Brick	$170,000.00	$18,299.21	$0.00	$0.00	$18,299.21	11%	$151,700.79	$1,829.92
24	Cast Stone	$20,000.00	$9,174.09	$0.00	$0.00	$9,174.09	46%	$10,825.91	$917.41
25	Arriscraft	$111,000.00	$25,858.05	$0.00	$0.00	$25,858.05	23%	$85,141.95	$2,585.81
26	8" CMU Storm	$37,000.00	$29,600.00	$3,000.00	$0.00	$32,600.00	88%	$4,400.00	$3,260.00
27	8" CMU	$20,000.00	$0.00	$0.00	$0.00	$0.00	0%	$20,000.00	$0.00
28	STRUCTURAL & MISC STEEL	$91,900.00	$69,317.00	$0.00	$0.00	$69,317.00	75%	$22,583.00	$6,931.70
29	Joist & Deck	$42,600.00	$42,600.00	$0.00	$0.00	$42,600.00	100%		$4,260.00
30	Details	$7,500.00	$7,500.00	$0.00	$0.00	$7,500.00	100%		$750.00
31	Cold Formed Metal Trusses	$55,000.00	$55,000.00	$0.00	$0.00	$55,000.00	100%		$5,500.00
32	ROUGH CARPENTRY FRP PANELS	$10,916.00	$0.00	$0.00	$0.00	$0.00	0%	$10,916.00	$0.00
33	CABINETS	$11,100.00	$0.00	$0.00	$0.00	$0.00	0%	$11,100.00	$0.00
34	THERMAL INSULATION / AIR BARRIER	$19,737.00	$0.00	$0.00	$0.00	$0.00	0%	$19,737.00	$0.00
35	METAL ROOF / FLASHING / TRIM	$190,000.00	$0.00	$0.00	$0.00	$0.00	0%	$190,000.00	$0.00
36	JOINT SEALANTS	$6,000.00	$0.00	$0.00	$0.00	$0.00	0%	$6,000.00	$0.00
37	DOORS / FRAMES / HARDWARE	$45,765.00	$41,750.00	$0.00	$0.00	$41,750.00	91%	$4,015.00	$4,175.00
38	OH DOORS	$53,174.00	$0.00	$0.00	$0.00	$0.00	0%	$53,174.00	$0.00
39	ALUM STOREFRONT / WINDOWS / GLAZING	$54,254.00	$23,342.59	$0.00	$0.00	$23,342.59	43%	$30,911.41	$2,334.26
40	FRAMING MATERIAL	$42,908.00	$19,000.00	$0.00	$0.00	$19,000.00	44%	$23,908.00	$1,900.00
41	FRAMING LABOR	$31,400.00	$4,000.00	$0.00	$0.00	$4,000.00	13%	$27,400.00	$400.00
42	DRYWALL MATERIAL	$13,300.00	$2,000.00	$0.00	$0.00	$2,000.00	15%	$11,300.00	$200.00
43	DRYWALL LABOR	$7,500.00	$1,000.00	$0.00	$0.00	$1,000.00	13%	$6,500.00	$100.00
44	INSULATION MATERIAL	$7,100.00	$0.00	$0.00	$0.00	$0.00	0%	$7,100.00	$0.00
45	INSULATION LABOR	$1,200.00	$0.00	$0.00	$0.00	$0.00	0%	$1,200.00	$0.00
46	ACOUSTICAL CEILING MATERIAL	$12,800.00	$0.00	$0.00	$0.00	$0.00	0%	$12,800.00	$0.00
47	ACOUSTICAL CEILING LABOR	$8,000.00	$0.00	$0.00	$0.00	$0.00	0%	$8,000.00	$0.00
48	LAY-OUT	$300.00	$0.00	$0.00	$0.00	$0.00	0%	$300.00	$0.00
49	BACKING	$1,100.00	$1,100.00	$0.00	$0.00	$1,100.00	100%		$110.00
50	LABOR FOR TRUSSES	$15,000.00	$5,000.00	$0.00	$0.00	$5,000.00	33%	$10,000.00	$500.00
51	ACOUSTICAL PANEL CEILINGS	$6,250.00	$0.00	$0.00	$0.00	$0.00	0%	$6,250.00	$0.00
52	SPRAYED FIBERGLASS	$2,500.00	$0.00	$0.00	$0.00	$0.00	0%	$2,500.00	$0.00
53	TILE / CARPET / BASE	$17,623.00	$0.00	$0.00	$0.00	$0.00	0%	$17,623.00	$0.00
54	POLISHED CONCRETE /SEAL/ LOGO	$16,000.00	$0.00	$0.00	$0.00	$0.00	0%	$16,000.00	$0.00
55	PAINTING	$34,000.00	$0.00	$0.00	$0.00	$0.00	0%	$34,000.00	$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
APPLICATION NO: 07 due to cuts on 6R by MM

In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Clinton Fire Station

PERIOD TO: 02/06/2013
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE
56	SIGNAGE- Cast Dedication Plaque	$2,343.00	$0.00	$0.00	$0.00	$0.00	0%	$2,343.00	$0.00
57	Panel Signs	$1,108.00	$0.00	$0.00	$0.00	$0.00	0%	$1,108.00	$0.00
58	Parking Signs & Post	$800.00	$0.00	$0.00	$0.00	$0.00	0%	$800.00	$0.00
59	Pan Aluminum Logo	$2,500.00	$0.00	$0.00	$0.00	$0.00	0%	$2,500.00	$0.00
60	Dimensional Characters	$1,749.00	$0.00	$0.00	$0.00	$0.00	0%	$1,749.00	$0.00
61	TOILET PETITIONS / ACCESSORIES	$3,500.00	$0.00	$0.00	$0.00	$0.00	0%	$3,500.00	$0.00
62	FIRE EXTINGUISHER	$1,200.00	$0.00	$0.00	$0.00	$0.00	0%	$1,200.00	$0.00
63	FLAGPOLE	$3,700.00	$0.00	$0.00	$0.00	$0.00	0%	$3,700.00	$0.00
64	FOODSERVICE EQUIP	$10,000.00	$0.00	$0.00	$0.00	$0.00	0%	$10,000.00	$0.00
65	BLINDS / ENTRANCE MATS	$3,800.00	$0.00	$0.00	$0.00	$0.00	0%	$3,800.00	$0.00
66	FIRE SUPRESSION-Design Submittals	$3,675.00	$0.00	$0.00	$0.00	$0.00	0%	$3,675.00	$0.00
67	Phase #1 - Rough In	$18,325.00	$0.00	$0.00	$0.00	$0.00	0%	$18,325.00	$0.00
68	Phase #2 -Finish	$2,000.00	$0.00	$0.00	$0.00	$0.00	0%	$2,000.00	$0.00
69	Phase #3 - Testing	$500.00	$0.00	$0.00	$0.00	$0.00	0%	$500.00	$0.00
70	PLUMBING - Rough In Below Slab	$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!		$0.00
71	Material	$11,000.00	$11,000.00	$0.00	$0.00	$11,000.00	100%		$1,100.00
72	Labor	$9,970.00	$9,970.00	$0.00	$0.00	$9,970.00	100%		$997.00
73	Below Slab Fixtures	$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!		$0.00
74	Material	$31,000.00	$27,180.80	$0.00	$0.00	$27,180.80	88%	$3,819.20	$2,718.08
75	Labor	$31,201.00	$29,688.38	$0.00	$0.00	$29,688.38	95%	$1,512.62	$2,968.84
76	Above Slab Fix,Compressor,Wash Eq.	$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!		$0.00
77	Material	$27,096.00	$2,418.01	$0.00	$0.00	$2,418.01	9%	$24,677.99	$241.80
78	Labor	$18,127.00	$1,500.00	$0.00	$0.00	$1,500.00	8%	$16,627.00	$150.00
79	Gas Piping	$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!		$0.00
80	Material	$3,000.00	$0.00	$0.00	$0.00	$0.00	0%	$3,000.00	$0.00
81	Labor	$11,885.00	$0.00	$0.00	$0.00	$0.00	0%	$11,885.00	$0.00
82	Domestic Water	$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!		$0.00
83	Material	$14,000.00	$9,209.99	$0.00	$0.00	$9,209.99	66%	$4,790.01	$921.00
84	Labor	$25,721.00	$750.00	$0.00	$0.00	$750.00	3%	$24,971.00	$75.00
85	Compressed Air	$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!		$0.00
86	Material	$610.00	$0.00	$0.00	$0.00	$0.00	0%	$610.00	$0.00
87	Labor	$4,002.00	$0.00	$0.00	$0.00	$0.00	0%	$4,002.00	$0.00
88	Condensate	$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!		$0.00
89	Material	$1,800.00	$0.00	$0.00	$0.00	$0.00	0%	$1,800.00	$0.00
90	Labor	$6,037.00	$0.00	$0.00	$0.00	$0.00	0%	$6,037.00	$0.00
91	Wash Lines	$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!		$0.00
92	Material	$1,700.00	$0.00	$0.00	$0.00	$0.00	0%	$1,700.00	$0.00
93	Labor	$8,478.00	$0.00	$0.00	$0.00	$0.00	0%	$8,478.00	$0.00
94	Utilities	$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!		$0.00
95	8" Sanitary Sewer	$30,750.00	$30,348.46	$0.00	$0.00	$30,348.46	99%	$401.54	$3,034.85
96	Manholes	$5,000.00	$5,000.00	$0.00	$0.00	$5,000.00	100%		$500.00
97	Manhole Rig & Lid	$1,000.00	$0.00	$0.00	$0.00	$0.00	0%	$1,000.00	$0.00
98	Stormdrains	$3,000.00	$0.00	$0.00	$0.00	$0.00	0%	$3,000.00	$0.00
99	6" Fire Line	$10,123.00	$10,123.00	$0.00	$0.00	$10,123.00	100%		$1,012.30
100	2-1/2 Domestic Water	$4,500.00	$4,500.00	$0.00	$0.00	$4,500.00	100%		$450.00
101	HVAC Mobilization In	$5,000.00	$0.00	$0.00	$0.00	$0.00	0%	$5,000.00	$0.00
102	Ductwork Materials	$19,500.00	$0.00	$0.00	$0.00	$0.00	0%	$19,500.00	$0.00
103	Ductwork Fabrication Labor	$20,300.00	$0.00	$0.00	$0.00	$0.00	0%	$20,300.00	$0.00
104	Ductwork Installation Labor	$58,000.00	$0.00	$0.00	$0.00	$0.00	0%	$58,000.00	$0.00
105	ERV Unit & Condensing Unit	$70,000.00	$0.00	$0.00	$0.00	$0.00	0%	$70,000.00	$0.00
106	Variable Refrigerant System	$56,000.00	$0.00	$0.00	$0.00	$0.00	0%	$56,000.00	$0.00
107	Exhaust Fans	$7,100.00	$0.00	$0.00	$0.00	$0.00	0%	$7,100.00	$0.00
108	Make Up Air Unit	$24,000.00	$0.00	$0.00	$0.00	$0.00	0%	$24,000.00	$0.00
109	Infared Tube Heaters	$32,000.00	$0.00	$0.00	$0.00	$0.00	0%	$32,000.00	$0.00
110	Ductwork Accessories	$11,200.00	$0.00	$0.00	$0.00	$0.00	0%	$11,200.00	$0.00
111	Air Inlets & Outlets	$4,000.00	$0.00	$0.00	$0.00	$0.00	0%	$4,000.00	$0.00
112	HVAC Insulation	$20,800.00	$0.00	$0.00	$0.00	$0.00	0%	$20,800.00	$0.00
113	Air Balance	$7,000.00	$0.00	$0.00	$0.00	$0.00	0%	$7,000.00	$0.00
114	Temperature Controls-Engineering	$4,800.00	$0.00	$0.00	$0.00	$0.00	0%	$4,800.00	$0.00
115	Temperature Controls -Materials	$28,900.00	$0.00	$0.00	$0.00	$0.00	0%	$28,900.00	$0.00
116	Temperature Controls-Labor	$14,500.00	$0.00	$0.00	$0.00	$0.00	0%	$14,500.00	$0.00
117	Mobilization Out	$5,000.00	$0.00	$0.00	$0.00	$0.00	0%	$5,000.00	$0.00
118	ELECTRICAL	$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!		$0.00
119	Site Utilities, Boring, Equipment & Mat.	$38,000.00	$38,000.00	$0.00	$0.00	$38,000.00	100%		$3,800.00
120	Site Electric & Slab	$20,000.00	$20,000.00	$0.00	$0.00	$20,000.00	100%		$2,000.00
121	Switchgear Lighting, Conduit, Wire	$75,000.00	$0.00	$0.00	$0.00	$0.00	0%	$75,000.00	$0.00
122	Generator & Transformer, Gear	$73,000.00	$0.00	$0.00	$0.00	$0.00	0%	$73,000.00	$0.00
123	Rough In	$30,000.00	$0.00	$0.00	$0.00	$0.00	0%	$30,000.00	$0.00
124	Contams Rough In	$25,000.00	$0.00	$0.00	$0.00	$0.00	0%	$25,000.00	$0.00
125	Site Trim & Bays	$25,000.00	$0.00	$0.00	$0.00	$0.00	0%	$25,000.00	$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 07 due to cuts on 6R by MM

In tabulations below, amounts are stated to the nearest dollar.

Clinton Fire Station

PERIOD TO: 02/06/2013

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE
126	Building Trim	$25,000.00	$0.00	$0.00	$0.00	$0.00	0%	$25,000.00	$0.00
127	Finish & Punch Out	$27,000.00	$0.00	$0.00	$0.00	$0.00	0%	$27,000.00	$0.00
128	Elec/Parole Ofc	$1,844.95	$0.00	$0.00	$0.00	$0.00	0%	$1,844.95	$0.00
129	FIRE ALARM Material	$2,300.00	$0.00	$0.00	$0.00	$0.00	0%	$2,300.00	$0.00
130	CCTV Material	$5,715.00	$0.00	$0.00	$0.00	$0.00	0%	$5,715.00	$0.00
131	Access Control Material	$3,827.00	$0.00	$0.00	$0.00	$0.00	0%	$3,827.00	$0.00
132	Fire Alarm Labor	$4,192.00	$0.00	$0.00	$0.00	$0.00	0%	$4,192.00	$0.00
133	CCTV Labor	$2,218.00	$0.00	$0.00	$0.00	$0.00	0%	$2,218.00	$0.00
134	Access Control Labor	$1,961.00	$0.00	$0.00	$0.00	$0.00	0%	$1,961.00	$0.00
135	Demobilize	$7,000.00	$0.00	$0.00	$0.00	$0.00	0%	$7,000.00	$0.00
	GRAND TOTALS	$3,451,628.00	$1,284,280.12	~~$38,110.00~~ 25,926.50	$0.00	~~$1,322,390.12~~ 1,310,206.62	38%	~~$2,129,237.88~~ 2,141,421.88	~~$132,239.07~~ 131,020.61

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA DOCUMENT G706A

OWNER ☑
ARCHITECT ☑
CONTRACTOR ☑
SURETY ☐
OTHER ☐

TO (Owner)
City of Clinton Oklahoma
415 W. Gary Boulevard
Clinton, OK. 73601

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Clinton Fire Station

CONTRACT DATE:

PROJECT:
(name, address) Clinton Fire Station 212 S. Fourth St. Clinton, OK. 73601

State of: Texas
County of: Tarrant

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

Contingent upon receipt of funds in the Amount of $244,320.00 on App #6R And $34,299.00 on App #7.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: Mega Contractors, Inc.

Address: 911 N. Sylvania Ave, Suite 160
Fort Worth, Tx. 76111

BY:

Subscribed and sworn to before me this 4th day of February 2013

KAREN WILLIAMS
Notary Public
STATE OF TEXAS
My Comm. Exp. January 26, 2017

Notary Public: Karen Williams

My Commission Expires: 1-26-2017

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PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, FEBRUARY 19, 2013 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order

2. Opening Prayer /Pledge Jean Simpson, St. Paul's Episcopal Church

3. Consent Agenda

    A. Consider Approval of Minutes of February 5, 2013 and Special Meeting February 7, 2013

4. Action Items:

    A. Consider Proclamation regarding AMBUCS

    B. Request Authorization to purchase Laser Fingerprint Machine for Police Department

    C. Consider Staff Recommendation regarding purchase of Police Units

    D. Discuss and Consider creating an Economic Development Advisory Committee with Chamber of Commerce

    E. Consider Ordinance No. 943 regarding Assessment and Collection of Court Costs

    F. Consider Ordinance No. 944 regarding establishing Farmers' Markets

    G. Consider Ordinance No. 945 regarding establishing a licensing process for retail distribution of tobacco and tobacco products

    H. Consider Ordinance No. 946 regarding implementing restrictions on Smoking in Public Places

    I. Consider Ordinance No. 947 regarding implementing restrictions on the advertising of tobacco and tobacco products at City sponsored events

    J. Consider Ordinance No. 948 regarding implementing restrictions on the advertising of alcohol at City sponsored events

    K. Consider Resolution 811 regarding support of the Complete Street Philosophy to Expand Transportation Choices in the City of Clinton

5. Council Reports
6. City Manager’s Report
7. Audience Participation
8. Adjournment

Filed this 14th day of February, 2013. Posted on the bulletin board in the lobby of the Clinton City Hall on February 14, 2013 at 3:30 p.m.

MINUTES OF THE CLINTON CITY COUNCIL
FEBRUARY 5, 2013

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, February 5, 2013 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 February 1, 2013.

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

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Bob Marcy, Jason Hulin
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 Jarod Atha
OTHERS: Julie Menge, Stephen Jones, Kris Wermy, Gene McCullough, Randy Carpenter, Jeremy Bush, Lucas Martinez, Burke Covey, David Crabtree, Wilma Jackson, Roy Dobbs, Gary Jones, Mary Helen Jones, Curtis Maloy, Bobby Hoffman, Bryan Atchley, Jim Westmoreland and others.

Roland Youngberg of the First United Methodist Church opened the meeting with prayer and Councilman Bob Marcy led the Pledge of Allegiance.

AGENDA ITEM NO. 3: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 4: COUNCIL REPORTS

None

AGENDA ITEM NO. 5. MANAGER'S REPORT

None

AGENDA ITEM NO. 6: CONSENT AGENDA

A. Minutes of Regular Meeting of January 15, 2013
B. Consider Claims

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

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

AGENDA ITEM NO. 7: ACTION ITEMS

7A. CONSIDER BIDS ON POLICE UNITS

Staff advertised for bids for the purchase of two police units and trading in one car.

Four bids were received from McKinsey Ford.

2013 Ford Taurus
Front wheel drive 3.5 engine 288 hp
$23,440.00
Trade in: $1,500.00

2013 Ford Taurus
All-Wheel Drive 3.5 Engine 288 hp
$24,440.00
Trade in: $1,500.00

2013 Dodge Charger
$24,956.00
Trade in: $1,500.00

2013 Ford Taurus
All-Wheel Drive 3.5 Engine Road Ready Package
$26,895.00
Trade in: $1,500.00

Motion was made by Councilman Rodolph and seconded by Councilman Hulin to refer the bids to staff and bring back a recommendation to the Council at the next meeting.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

7B. CONSIDER APPOINTMENT TO WARD FOUR

Councilman Hulin explained that he and Mayor Adams had interviewed Burke Covey and Lucas Martinez for the Ward Four vacancy. It was their recommendation to appoint Lucas Martinez to fill the unexpired term of Phyllis Smith for Ward Four. It was explained that the filing period for a special election would be in June and the election would be in November.

Motion was made by Councilman Hulin and seconded by Councilman Rodolph to appoint Lucas Martinez to fill the vacancy in Ward Four.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

Appreciation was expressed to Burke Covey for his willingness to serve.

The oath of office will be administered to Lucas Martinez prior to the February 19th meeting.

7C. PRESENTATION BY MINISTERIAL ALLIANCE REGARDING COMMUNITY ACTIVITIES

City Manager Steve said the Ministerial Alliance has presented a draft resolution and Roy Dobbs read it aloud.

Councilman Marcy asked what specifically the Ministerial Alliance would like to happen.

Roy Dobbs said they did not want kids to be caught in the middle of choosing between church activities and other activities. He said the church programs suffer because kids pull out to participate in other activities. He said they don't want other activities to take up Wednesday evening and Sunday.

Councilman Rodolph said he approved the resolution.

Assistant City Attorney said the resolution is not on the agenda and if the Council chooses to consider it, it could be placed on the February 19th agenda for consideration.

7D. CONSIDER APPOINTMENT TO MIDWESTERN OKLAHOMA INDUSTRIAL FOUNDATION

City Manager Steve Hewitt explained that at the previous meeting, the Council had appointed Mayor Seth Adams to fill the vacancy on the MOIF board resulting from Phyllis Smith moving. The City was later notified that the Mayor of Clinton is automatically on the board so it will be necessary for a different person to be appointed.

Motion was made by Councilman Rodolph and seconded by Councilman Marcy to appoint Jason Hulin to serve on the Midwestern Oklahoma Industrial Foundation.

City Manager Steve Hewitt pointed out that with Seth Adams, Bob Marcy and Jason Hulin all being on the MOIF board, it would be necessary for the City of Clinton to post an agenda for a special meeting since three members would be a quorum for the City Council.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

7E. CONSIDER AND DISCUSS THE EMPLOYMENT, HIRING, APPOINTMENT, PROMOTION, RESIGNATION OR DESIGNATION OF DUTIES OF THE CITY MANAGER INCLUDING AN EXECUTIVE SESSION AS AUTHORIZED BY 25 O.S. ss 307B(1)

Motion was made by Councilman Rodolph and seconded by Councilman Hulin to go into executive session and include City Manager Steve Hewitt in the meeting.

Mayor put the motion to a roll call vote:

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

Mayor declared the meeting in executive session at 6:20 P.M.

RECONVENE

Motion was made by Councilman Marcy and seconded by Councilman Rodolph to enter into regular session.

Mayor put the motion to a roll call vote:

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

Mayor declared the meeting in regular session at 6:35 p.m.

Motion was made by Councilman Rodolph and seconded by Councilman Marcy to enter into a new contract with City Manager Steve Hewitt as presented with a salary of $103,000 per year plus the addition of an additional 3% pension to the existing pension rate.

Mayor put the motion to a roll call vote:

Aye: Rodolph, Marcy, Adams
Nay: Hulin

Mayor declared the motion carried.

City Manager Steve Hewitt expressed his appreciation for support from the Council and the new contract. He said he would continue to work on the water issues.

Councilman Rodolph said work does need to continue on the water issue and that he realizes there are a lot of projects currently ongoing. He said he appreciates the City Manager's work.

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Councilman Hulin and seconded by Councilman Marcy to adjourn the meeting.

Mayor put the motion to a roll call vote:

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

Mayor declared the meeting adjourned at 6:40 P.M.

MINUTES OF THE SPECIAL MEETING CLINTON CITY COUNCIL THURSDAY, FEBRUARY 7, 2013

Minutes of the Special Meeting of the Mayor and City Council of the City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Thursday, February 7, 2013 at 11:00 a.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on February 6, 2013.

Mayor Seth Adams and City Manager Steve Hewitt attended the Midwestern Oklahoma Industrial Foundation annual meeting in Burns Flat, Oklahoma.

Absent: Jason Hulin, Bob Marcy

AGENDA ITEM NO. 2: ADJOURN

Meeting concluded at 1:00 P.M.

PROCLAMATION

WHEREAS, AMBUCS, a civic organization established in Clinton, Oklahoma, in March of 1994, participates in many worthy causes in the community and throughout the area;

WHEREAS, the mission state of AMBUCS is to "Create mobility and independence for people with disabilities;

WHEREAS, February is designated as Visibility month with the purpose of making the public aware of the focus of AMBUCS to emphasis the need of therapist and equipment for a population of people that require some assistance and modification in order to participate in school and community activities that are afforded to all citizens;

WHEREAS, the purpose of Visibility is to bring attention to the needs of individual with disabilities and remind our community that their generous support is most appreciated;

NOW THEREFORE, I, Seth Adams, Mayor of Clinton, Oklahoma, do hereby proclaim February 2013 as

AMBUCS VISIBILITY MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the great seal of the City of Clinton, Oklahoma to be affixed.

_____
Seth Adams, Mayor

ATTEST:

_____
Lisa Anders, City Clerk

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Laser fingerprint machine

Staff Source: D.E. Crabtree, Chief of Police

History/Background Information:

We currently use black ink and roll the prints by hand. We have several returns of the prints for a variety of reasons. The laser printer machine eliminates the need for ink and tells you if the print taken is good. This machine will electronically send the prints to state and federal agencies when submitted.

Item/Subject Summary: the laser printer is stationary or can be used mobile in the field if needed. The device does come with printer and meets the requirement for OSBI submittal.

Price/ Budgeted: $16,120.00

Recommendation: I recommend this machine it is more efficient than the current way we print people. We recommend the device submitted by Secure Outcomes, there quote is a little higher. The device meets our needs, it is compact and mobile. The other companies are bigger and some cases are not mobile.

Attention: Capt Justin Parker
Chief David Crabtree
Clinton Police Department
401 Gary Blvd
Clinton, Oklahoma 73601

Customer: 10501

Quote

Quote #: 130109002
Quote Date: 1/9/2013

Quoted By: Lango, Sandra **ValidFor:** 45 Days **Terms:** NET-30

Product:	Unit Price:	Quantity:	Discount:	Extended Price:
LS1100 Transmission System	$15,995.00	1	$0.00	$15,995.00
Printer (Incl. w/ LS1100)	$0.00	1	$0.00	$0.00
Canvas Equipment Case (Heavy Duty)	$0.00	1	$0.00	$0.00
Database Storage (approx 500 count)	$0.00	1	$0.00	$0.00
Warranty LS1100 Transmit System	$1,920.00	1	$1,920.00	$0.00

***Printer price is for a standard laserjet printer. Additional costs may be incurred by the department if dependent on state requirements.**

Subtotal:	$15,995.00
Quoted Freight:	$125.00
Quote Total:	$16,120.00

QuoteNotes:

We need to get cerification for our LS1100 in the state of Oklahoma to transmit to the appropriate state department. Upon signing this quote we will immediately state working with the Criminal Identification Section / Oklahoma State Bureau of Investigation. We will give to you for allowing your department to be our test site an extra years warranty and a free day of training. A value worth $3429.00.

This is a quotation on the goods named, subject to the conditions noted. Ship date is estimated at 30 days from receipt of signed quote, unless there are contingencies.

To accept this quotation, sign here and return.

_____ **Date:** _____

LiveScan Station Portable Tenprint Capture

Table 6. Portable Tenprint Pricing and Maintenance

DESCRIPTION	PER UNIT PRICE	ANNUAL MAINTENANCE
LiveScan Station Portable Tenprint, including: • LiveScan Station Application Software • FBI Appendix F Certified Tenprint 500PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology • Laptop • Foot pedal for hands free advancement • Case Manager and Message Manager • Standard OSBI Workflows • Installation / On-site Training • **Warranty**: 1 Year On-site ***Advantage*** Solution warranty, 9X5, Next day on-site response and parts replacement • Freight	**$14,095**	**$1,767**

Standard shipping is 45-60 days after receipt of order, or as otherwise scheduled.

Options and Pricing
MorphoTrak equipment options and pricing described in Table7.

Table 7. Options Pricing and Maintenance

DESCRIPTION	PER UNIT PRICE	ANNUAL MAINTENANCE
Tenprint Card Printer to include 3 Trays; Duplexer, Network ready, 1 Year on-site warranty, 9X5, Next-day response	**$2,525**	+ $220
Tenprint Card Printer to include 2 Trays; Duplexer; Network ready; 1 Year on-site warranty, 9X5, Next-day response	**$2,095**	+$180

Standard shipping is 45-60 days after receipt of order, or as otherwise scheduled.

Customer Responsibilities
Clinton Police Department is responsible for the following:
- Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- Obtaining all required authorizations for connecting to the OSBI AFIS.

Assumptions
In developing this proposal, MorphoTrak has made the following assumptions:
- With the exception of the State AFIS, there are no external interfaces to support which includes but is not limited to records management system, booking system, mugshot system, etc.
- An inter-agency agreement between OSBI and Clinton Police Department will be in place.
- Clinton Police Department will provide all necessary communication to connect to OSBI. This includes, but is not limited to hubs, routers, modems, etc.

Additional engineering effort by MorphoTrak beyond the scope of the standard product will be quoted at a firm fixed price based on our current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the agency's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer. MorphoTrak assumes that organizations requesting these utilities have advanced programming expertise and will assume all responsibility for the deployment and support of the final application.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to MorphoTrak within twenty days after the date of the invoice. Product purchase will be governed by the MorphoTrak Product Agreement, a copy of which is attached for your convenience. Firm delivery schedules will be provided upon receipt of a purchase order. No subsequent purchase order can override such terms. Nothing additional shall be binding upon MorphoTrak unless a subsequent agreement is signed by both parties.

MorphoTrak reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however such equipment is unavailable, MorphoTrak will makes its best effort to provide a suitable replacement.

Proposal Expiration: April 16, 2013

Purchase orders should be sent to MorphoTrak by facsimile or United States mail. Please direct all order correspondence, including Purchase Order, to: Noemi Echeverria, MorphoTrak, Inc., 1250 North Tustin Avenue, Anaheim, California 92807, Tel: (714) 238-2082; Fax: (714) 238-2049; Email: Noemi.echeverria@morpho.com.

We look forward to working with you.

Sincerely,

Martin Petriccione
Senior Sales Director
MorphoTrak, Inc.





Identification Systems & Technology
Of North America
System Quotation

Bill To: Clinton Police Department
Attn: Captain Justin Parker
401 Gary Boulevard
Clinton, Oklahoma 73601

Date: **January 13, 2013**
F.O.B: **Destination**
Terms: **Net 10 days**
Delivery: **Ground**

Ship To: **Same as Bill To**

No.:

We are pleased to provide you with the following quote:

QUANTITY	ITEM		PRICE
1	925185	Bundled Assembly 500P W/ LSMS on Desk Top	12,890.009
1	ISK01	One year of program Management	0.00
1	930098	Enhanced Warranty for 500P Live Scan System	2,314.00
1	930100-02	Implementation/Installation/Training	2,150.00
1	930000-5	Additional Day of Installation/Implementation	900.00
1	852008-0024	Demographic Interface ODIS	1,330.00
1	900280	Kit Silicone Pad Small 500P	181.00
1	850391-040	Software LSMS Configuration Oklahoma	0.00
1	850181-040	Submission Software Oklahoma	1,125.00
1	900266	FBI Approved Printer	1,200.00
1	420360	Duplexer	400.00
1	420093	Monitor 17"	255.00
1	420015	NIC Card	43.11
		Sub Total:	22,788.11
	Don Slinker	Shipping:	284.85
	Identification Systems & Technology of North America	Tax:	Exempt
	940-440-9933	Total:	23,072.96
	dslinker@pwhome.com		

Clinton
Hub City of Western Oklahoma

PO Box 1177
Clinton, OK 73601
580-323-0261
citymanager@clintonokla.org

Office of the City Manager

Steve A. Hewitt, City Manager

February 14, 2013

Police Unit Recommendation

I support the recommendation of Chief Crabtree. We will be purchasing (2) two units, if Council authorizes and approves the bids. This will total $54,010.00, and $3000 for road ready package (which is the Police Package).

This funding is available in our Capital Improvement Budget.

Steve Hewitt

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: police unit recommendation

Staff Source: D.E. Crabtree, Chief of Police

History/Background Information: replacement of police units

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Price/ Budgeted: the base bid for the two units are $27,005.00 each with the road ready package and upgraded engine less the $ 1500.00 on one unit.

Recommendation: The staff has reviewed the bids submitted by the local dealership. We recommend the following. The ford Taurus all wheel drive with the upgraded V-6 engine, as well as the road ready package. We will still need to equip the units with more equipment from another vender. We believe the road package will save us money by adding this package.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: City/Chamber Eco/Devo Advisory Committee

Staff Source: City Manager, Steve Hewitt

Date: February 14, 2013

History/Background Information:

Economic Development has typically been a City Hall effort in the past. Chamber and City have been separate in regards to this effort. Our new relationship with the Chamber opens the doors to a new partnership that can benefit the community.

Subject Summary:

This model isn't a new concept. In fact, most growing Cities and communities are successful because of City / Chamber collaboration. We need feedback from the current business community and working hand in hand on many issues such as: Housing, Infrastructure, Business Recruitment, Retention, Marketing, etc. is important if we hope to be successful.

The City has a great healthy Economic Development Fund. Showing the world that the City & Chamber have a great relationship and are looking forward is a positive move. Also, this will help Council and Staff understand the direction and target for these funds. This is transparent and smart with our growth for Clinton.

Recommendation:

Review my outline. The Chamber Board has voted to approve this concept. We don't want this to be too cumbersome and we all understand it's an advisory role. The City Council always can vote and approve projects and funds outside of any Advisory Committee. We hope to obtain credibility with our community and potential investors to our community. This can only help our community....

Price/Cost: **No Cost to the City...**

Clinton
Hub City of Western Oklahoma

PO Box 1177
Clinton, OK 73601
580-323-0261
citymanager@clintonokla.org

Office of the City Manager

Steve A. Hewitt, City Manager

City of Clinton / Chamber of Commerce

Economic Development Advisory Committee

Purpose:

The Committee is organized for the specific purpose and primary function of furthering the common interest of Clinton and Western Oklahoma by promoting the retention and growth of commercial and industrial enterprises in the commerce of Clinton, Oklahoma, through recommendations directed to the Clinton Chamber of Commerce and the City of Clinton City Council and Trust Authorities.

Members:

The Committee shall consist of (5) five members appointed as follows:

- Mayor
- City Manager
- Chamber Director
- (2) two additional members of the Chamber appointed by the Chamber Board.

Duties:

1. Recommend to the City programs to help stimulate business activity, retain existing businesses, facilitate expansion of existing businesses, and encourage new businesses to locate within the City.
2. Review and make comments as necessary to the City and Chamber on proposed policy changes, directly related to business activity.
3. Serve as advocacy group for commercial developments that serve community needs and meet community standards.
4. Communicate with the City and community-at-large regarding affordable housing, economic development, redevelopment projects and/or programs, and quality of life needs for the community.

Regular Meetings:

Meetings to be held at such time and place the committee may designate from time to time.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Ordinance No. 943 – Court Collections

Staff Source: City Clerk Lisa Anders

History/Background Information: Ordinance No. 942 was approved on January 15th regarding court collections when a judgment of conviction is entered. The wording should have been "upon entry of judgement."

Item/Subject Summary: Ordinance No. 943 has the correct wording to allow for the collection of tax fees and costs upon the entry of judgment.

Price/Cost:

Recommendation: Approval of Ordinance No. 943

ORDINANCE NO. 943

AN ORDINANCE AMENDING 1-10-9 OF THE CLINTON CITY CODE AUTHORIZING THE ASSESSMENT AND COLLECTION OF COURT COSTS IN ACCORDANCE WITH STATE STATUTE

WHEREAS, The City of Clinton has passed an Ordinance that allows the Court Clerk to tax fees and costs to a Defendant, which has been Codified at 1-10-9.

WHEREAS, State legislation regulates the maximum amount to be charged as fees and costs.

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

I. Section 1-10-9 shall be amended to read as follows:

Upon entry of judgment, the clerk of the court shall tax the costs to the defendant in a sum not exceeding the amount established by Title 11 Okla. Stat. § 27-126, plus any fees assessed by the Court, all of which the defendant shall pay, in addition to any fine that may be imposed.

PASSED AND DULY ADOPTED by the Council of the City of Clinton, Oklahoma this ___ day of _____, 2013.

_____
MAYOR

ATTEST:

_____
CITY CLERK

(SEAL)

ORDINANCE NO. 942

AN ORDINANCE AMENDING 1-10-9 OF THE CLINTON CITY CODE AUTHORIZING THE ASSESSMENT AND COLLECTION OF COURT COSTS IN ACCORDANCE WITH STATE STATUTE

WHEREAS, The City of Clinton has passed an Ordinance that allows the Court Clerk to tax fees and costs to a Defendant, which has been Codified at 1-10-9.

WHEREAS, State legislation regulates the maximum amount to be charged as fees and costs.

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

I. Section 1-10-9 shall be amended to read as follows:

If judgment of conviction is entered, the clerk of the court shall tax the costs to the defendant in a sum not exceeding the amount established by Title 11 Okla. Stat. § 27-126, plus the fees and mileage of witnesses, all of which the defendant shall pay, in addition to any fine that may be imposed.

PASSED AND DULY ADOPTED by the Council of the City of Clinton, Oklahoma this 15 **day of** January, **2013.**

MAYOR

ATTEST:

Lisa Anders

CITY CLERK

(SEAL)

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Healthy Communities Incentive Grants 2013

Staff Source: Mary Smith, Personnel Officer

History/Background Information:

Oklahoma Tobacco Settlement Endowment Trust is offering *Healthy Communities Incentive Grants* to cities that receive certification through the newly created certified Healthy Communities (CHC) program, which is administered by the Oklahoma State Department of Health (OSDH). Communities receiving CHC certification are eligible to apply for the grant.

Item/Subject Summary: Due to ordinance that the City of Clinton already has in place we have earned the Merit Award, which will allot us $13,000 if we meet all requirements. Certain criteria from within the CHC program have been selected as Incentive Grants requirements, (as shown in Attachment A). This funding will be used to replace and/or repair the tennis courts and basketball goals at McClain Rogers Park. This will help increase the use of the park, as well as increase the awareness of physical fitness within the community.

Recommendation: I recommend that the required ordinances are discussed, voted upon and passed in order for the City of Clinton to receive the funding from this grant.

Date: February 14, 2013

Attachment A

Healthy Communities Incentive Grants 2013	Incentive Basic	Incentive Merit	Incentive Excellence	Examples of Documentation to be Submitted
All city-owned/operated properties are smoke free indoors (no indoor smoking rooms)	X			Copy of ordinance or policy and date approved
Community has ordinances or policy allowing Farmer's markets	X			Copy of ordinance or policy and date approved
Community makes information available to general public about the Oklahoma Tobacco Helpline 1-800-QUIT-NOW/1-800-784-8669 (i.e. health fairs, flyers, pamphlets, billboards, media, etc.)	X			Provide link (URL) or description how and when information is published (on communtiy website, billboards or on handouts available to citizens, etc.)
Community makes information available to general public about the Suicide Prevention Lifeline 1-800-273-TALK/1-800-273-8255 (i.e. health fairs, flyers, pamphlets, billboards, media, etc.)	X			Provide link (URL) or description how and when information is published (on communtiy website, billboards or on handouts available to citizens, etc.)
Community requires approval for new retailers selling alcohol for off-site consumption near schools and places of worship.	X			Copy of ordinance or policy and date approved
Community requires approval for new retailers selling tobacco products near schools and parks.	X			Copy of ordinance or policy and date approved
Local educational institutions (including primary, secondary and higher education) have adopted policies ensuring "24/7" tobacco, alcohol and drug free properties. (largest school district in community)	X Largest district			Copy of adopted "24/7" tobacco, alcohol and drug free policies from the **largest** school district for primary, secondary and higher education institutions.
There are Certified Healthy Businesses in our community (certified in 2012)	X			List the number of business(es) in the community who achieved certification in 2012

Healthy Communities Incentive Grants 2013	Incentive Basic	Incentive Merit	Incentive Excellence	Examples of Documentation to be Submitted
Community enforces the Social Host ordinance/law to hold those who allow underage drinking or drug use legally accountable if the property it occurs on is under their control		X		Copy of city's enforcement policy and date approved
Community ensures equal consideration for safety and mobility for all users of all modes of transportation "complete streets" (in planning efforts)		X		Copy of city's Master Plan or pertinent sections
Community does not allow alcohol marketing/advertising at city-sponsored events (i.e.county fairs, rodeos, motor sports, other sporting events, parades, concerts, museums, dances, festivals, etc.)		X		Copy of ordinance or policy and date approved
Community does not allow tobacco marketing/advertising at city-sponsored events (i.e.county fairs, rodeos, motor sports, other sporting events, parades, concerts, museums, dances, festivals, etc.)		X		Copy of ordinance or policy and date approved
Community makes information available to the general population about the Problem Gambling Hotline 1-800-522-4700		X		Provide link (URL) or description how and when information is published (on communtiy website, billboards or on handouts available to citizens, etc.)
Community provides information on how to access mental health and substance abuse treatment and clinical health services (i.e. faith-based community efforts, local mental health and substance abuse providers, local website, flyers, pamphlets, billboards, media, etc.)		X		Provide link (URL) or description how and when information is published (on communtiy website, billboards or on handouts available to citizens, etc.)
Public health advocates and stakeholders are included in community development and zoning regulations (health in policies)		X		Copy of roster of members or public hearing sign-in sheet, noting anyone from coalition or health dept on the planning committee.

OKLAHOMA TOBACCO SETTLEMENT ENDOWMENT TRUST
Healthy Communities Incentive Grant
Community Information

Applications are accepted from January 1 through February 28 at 4:00 pm.
(Grants will be awarded based on funds available.)

Community Information

City Name:

Clinton, Ok

Population Size:

8,833

Mailing Address:

PO Box 1177 Clinton, Ok 73601

Physical Address:

415 Gary Blvd. Clinton, Ok 73601

Mayor's name:

Seth Adams

Mayor's email address:

Application Contact Name:

Mary D Smith

Job Title:

Personnel Officer

Telephone:

580-323-7897

Fax Number:

580-323-7873

Email Address:

personnel@clintonokla.org

Oklahoma Tobacco Settlement Endowment Trust
Certification of Non-Acceptance of Tobacco Funds

City Of Clinton Steve Hewitt (City Manager)

Company/Organization/Principal Investigator Name

The applicant named above hereby certifies that it will not accept funding from, nor have an affiliation or contractual relationship with, a company engaged in the manufacture of tobacco or tobacco products for the purpose of event sponsorships, curriculum, grants programs, research, evaluation or other similar activities during the term of the grant from the Oklahoma Tobacco Settlement Endowment Trust. The applicant further certifies that it will not engage in the manufacture of tobacco products during the term of the grant. This restriction does not apply to the growth or use of non-commercial tobacco for ceremonial use.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the grant recipient, contractor, or principal investigator (as applicable) to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of Oklahoma.

Director of Agency or Principal Investigator:

Signature	2-12-13 Date	Steve Hewitt - City Manager Printed Name and Title

OKLAHOMA TOBACCO SETTLEMENT ENDOWMENT TRUST
Healthy Communities Incentive Grant
Application

Level of certification community achieved from the 2012 Certified Healthy Communities Program:



- ○ Basic
- ● Merit
- ○ Excellence

Brief description of the intended use of the incentive funds:

To replace and/or repair the tennis courts and basketball goals this will help increase use of the park, as well as increase the awareness of physical fitness within the community

McLain Rogers Park

Project Start Date: June 2013

Certification of Non-Acceptance of Tobacco Funds

The applicant named above hereby certifies that it will not accept funding from, nor have an affiliation or contractual relationship with, a company engaged in the manufacture of tobacco or tobacco products for the purpose of event sponsorships, curriculum, grants programs, research, evaluation or other similar activities during the term of the grant from the Oklahoma Tobacco Settlement Endowment Trust. The applicant further certifies that it will not engage in the manufacture of tobacco products during the term of the grant. This restriction does not apply to the growth or use of non-commercial tobacco for ceremonial use.

	2/7/13
Signature of Mayor	**Date**

ORDINANCE NO. 944

AN ORDINANCE ESTABLISHING FARMERS' MARKETS AND PROVIDING FOR LICENSE AND REGULATION THEREFORE.

BE IT ORDAINED BY THE COUNCIL OF CITY OF CLINTON, OKLAHOMA, §4.7.1 through 4.7.14. of the Clinton City Code are hereby established to read as follows:

4.7.1. Definitions.

The following terms are defined for the purpose of this chapter as follows:

(A) "Health Officer" means the individual appointed by the City Manager to fill the office of Health Officer as identified in the Charter.

(B) "Manager" means the City Manager.

(C) "Farmers' markets" means areas designated by the commissioner where on designated days and times, growers and producers may sell directly to the public in accordance with the ordinances of the City of Clinton.

(D) "Grower" or "producer" means any person offering for sale articles for human consumption, such as fruits or their juices, vegetables, edible grains, nuts and berries and apiary products or nonedible articles such as cut or potted flowers, which articles have been raised or prepared by the grower or producer, members of his family or by persons in his employ.

(E) "Letter of agreement" means the document signed by the commissioner and the applicant grower or producer. The letter of agreement sets forth the terms and conditions governing the farmers' market areas.

4.7.2. Issuance of rules and regulations.

The Manager shall have the authority to issue rules and regulations as are necessary to effectuate the provisions of this chapter.

4.7.3. Letter of agreement.

The letter of agreement is signed by the Manager and the applicant grower or producer. The letter of agreement contains the relevant rules and regulations with which the applicant grower or producer must comply.

4.7.4. Permit – Application.

An applicant for a permit to sell goods within the market shall submit to the Manager, together with the required fee, an application shall be in writing, including, but not limited to, the following information:

(a) Name, address of the applicant;

(b) Products for which a sale license or permit is sought;

(c) Source of the products;

(d) A warranty that such products are fit for human consumption or use; and

(e) State sales tax permit number or proof of application for same.

4.7.5. Permit required – Fee.

No grower or producer shall sell or offer for sale products without first having obtained a permit therefor. The fee for a permit shall be established by Resolution. The permit fee shall not be reduced, abated or apportioned due to the failure of the grower or producer to sell or offer for sale products in accordance with a permit.

4.7.6. Manager – Duties and responsibilities.

The Manager shall provide the letter of agreement and the application for a permit to the applicant grower or producer. The Manager shall collect fees for the permit and assign spaces to the growers and producers.

4.7.7. Permit – Issuance conditions.

No permit shall be issued to a grower or producer by the commissioner until a letter of agreement is executed and an application is approved by the commissioner.

4.7.8. Establishment and relocation.

The Manager shall have the authority to establish areas upon the public ways, and, following consultation with affected city departments, upon other city property, to be designated as farmers' markets. The Manager shall have the authority to relocate or discontinue the markets, to specify the days of the week and hours of the day they may be operated and to determine which goods may be sold.

4.7.9. Sales items designated.

A grower or producer may sell or offer for sale whole and uncooked fruits and vegetables, fruit juices, edible grains, nuts and berries and apiary products or cut or potted flowers.

4.7.10. Sales items prohibited.

No grower or producer shall sell or offer for sale any meat, fish, poultry, milk or dairy products.

4.7.11. Sales items restrictions.

No grower or producer shall sell or offer for sale any edible or nonedible products which have not been raised or prepared by the grower or producer, members of his family or by persons in his employ.

4.7.12. Assignment of space.

Spaces shall be assigned in accordance with the order in which applications are filed with the City of Clinton. Permit fees shall be paid in advance of occupancy. Sellers shall submit, in advance of occupancy, an affidavit certifying that articles offered for sale are of the growers' or producers' own raising or production.

4.7.13. Care of food requirements.

(a) All food to be sold or offered for sale shall be protected from contamination and the elements while being stored, displayed or sold at a farmers' market and during the transportation to the market.

(b) All foods to be sold or offered for sale at a farmers' market must be clean, wholesome, free from spoilage, adulteration, contamination or misbranding and safe for human consumption. The standards for judging wholesomeness for human consumption shall be those promulgated and amended from time to time by the United States Public Health Services, Food and Drug Administration and published in the Code of Federal Regulations.

(c) The use, preparation, display, sale or storage of home-canned foods is prohibited, and no other foods which have been processed in a private home shall be stored, used or kept for sale at a farmers' market.

(d) Without the express written permission of the Manager, no grower or producer shall cook, cut or otherwise prepare food at a farmers' market.

4.7.14. Violation – Penalty.

Any person violating any of the provisions of this chapter shall be subject to a fine as identified in 1-4-1. A separate offense shall be deemed committed for each day such violations continue.

Passed and approved this _____ day of _____, 2013.

_____
SETH ADAMS, Mayor

ATTEST:

_____
LISA ANDERS, City Clerk

ORDINANCE NO. 945

AN ORDINANCE ESTABLISHING A LICENSING PROCESS FOR THE RETAIL DISTRIBUTION OF TOBACCO AND TOBACCO PRODUCTS AND ESTABLISHING PENALTIES FOR VIOLATORS THEREFORE.

BE IT ORDAINED BY THE COUNCIL OF CITY OF CLINTON, OKLAHOMA, §4.8.1 through 4.8.11. of the Clinton City Code are hereby established to read as follows:

4.8.1. Definitions.

The following terms are defined for the purpose of this chapter as follows:

(A) "Retail tobacco dealer" means any person selling, offering for sale, exposing for sale or keeping with the intention of selling or exchanging at retail, tobacco products, or tobacco accessories in the city.

(B) "Tobacco products" means any substance containing tobacco leaf, including but not limited to cigarettes, cigars, smoking tobacco, and/or smokeless tobacco.

(C) "Tobacco accessories" means cigarette papers or wrappers, pipes, holders of smoking materials of all types, cigarette rolling machines, and any other item designed primarily for the smoking or ingestion of tobacco products.

(D) "Person" means an individual, firm, partnership, joint venture, association, corporation, estate, trust, trustee, or any other group or combination acting as a unit, excepting the United States of America, the State of Oklahoma, and any political subdivision thereof.

(E) "Tobacco product sampler" means any person engaged in the business of tobacco product sampling, other than a retail tobacco dealer.

(F) "Tobacco product sample" means a tobacco product distributed to members of the general public at no cost or at nominal cost for product promotional purposes.

(G) "Tobacco product sampling" means the distribution of tobacco product samples to members of the general public.

(H) "Health Officer" means the individual appointed by the City Manager to fill the office of Health Officer as identified in the Charter.

4.8.2. Licensing requirements for retail tobacco dealers.

No person shall engage in the business of a retail tobacco dealer without first having obtained a license therefor. A separate license shall be required for each establishment at which tobacco

products or tobacco accessories are sold. The license shall designate the period of time for which the license is valid, shall contain a reproduction of the city seal; and such other language as may be prescribed by the Manager. A replacement license emblem will not be issued unless the application for such replacement emblem is accompanied by a police report of the incident in which the emblem to be placed was lost, stolen or mutilated, or unless the remnants of the emblem being replaced are submitted with the replacement application.

4.8.3. Licensing requirements for tobacco product samplers.

No person shall engage in the business of a tobacco product sampler without first having obtained a license therefor. A license shall entitle the holder to distribute tobacco product samples during the term of the license. The licensee shall notify the department of business affairs and consumer protection of the location(s) at which the licensee proposes to conduct tobacco product sampling pursuant to such license not less than 30 days prior to conducting such tobacco product sampling at such location(s). The license or copy thereof must be carried at all times by the licensee, or employees or agents of the licensee, at any location where such licensee, employees or agents are engaged in tobacco product sampling. Notwithstanding any other provision of law, a tobacco product sampler's license shall not be required as a condition of distributing tobacco product samples at a location for which a retail tobacco dealer's license has been issued.

4.8.4. License – Application.

An application for a retail tobacco dealer's license and a tobacco product sampler's license shall be made in conformity with the general requirements of this Code relating to 4-1 of this Code.

4.8.5. Tobacco products-vending machines – Prohibited.

No person shall engage in the business of a retail tobacco dealer using a cigarette-vending machine.

For the purpose of this section, "cigarette-vending machine" means any mechanical device used for retail sales of tobacco products, the operation of which is governed or controlled by use of currency, a coin, a token, or credit or debit card.

4.8.6. License – Transfer prohibited.

The transfer of any license issued hereunder is hereby expressly prohibited.

4.8.7. Recordkeeping.

Every retail tobacco dealer shall keep a book in which there shall be made at the time of the transaction a record in English of all purchases of cigarettes and in which shall be set forth the name and address of the place of business of the person from whom purchased, the date of the transaction, the seller's invoice number, the number of the city wholesale tobacco dealer's license of the person from whom purchased, and a description of the cigarettes purchased. The said book and all cigarettes purchased, received or kept for sale by every retail tobacco dealer shall be open at all

reasonable times to the inspection of the mayor, any member of the police force, or any member of the department of business affairs and consumer protection or the department of finance, duly authorized in writing for such purpose by the superintendent of police, or commissioner of business affairs and consumer protection or the comptroller.

4.8.8. Sanitary and health requirements – Inspections.

It shall be the duty of the Health Officer, and it is hereby authorized and empowered, from time to time to inspect and examine all places where cigarettes are licensed to be sold at retail within the city, with a view of ascertaining whether the laws of the state and the provisions of this Code in relation to the sale of cigarettes are being complied with at such places, and it shall be its duty to cause all such laws and code provisions to be rigorously enforced; and it shall be the duty of all persons licensed to sell cigarettes at retail within the city, upon the demand of the Health Officer, to furnish to said board for its inspection samples of all cigarettes sold or offered for sale by them, which samples of cigarettes shall be analyzed by or under the direction of said board, and a record of such analysis shall be made and kept in its office for the inspection of the public.

No person shall expose for sale, sell or offer for sale to any person, directly, indirectly, within the city, any cigarette or cigarettes containing opium, morphine, jimsonweed, belladonna, strychnia, cocaine or other deleterious or poisonous drug or drugs.

4.8.9. Prohibited locations.

No person shall sell, give away, barter, exchange or otherwise deal in tobacco products, tobacco product samples or tobacco accessories at any place located within 300 feet of any building or other location used primarily as a school, child care facility, or park or for the education or recreation of children under 18 years of age. All existing establishments shall be grandfathered.

Bookmark4-64-181 Distribution of tobacco products samples prohibited.

(a) No person shall give away, barter, exchange, distribute or in any way dispense free of charge or at nominal cost any tobacco products, samples, and/or any coupon redeemable for any tobacco products, on any public street, alley, sidewalk, or in any public park, ground or playground, or in areas open to the public in any publicly owned or operated building except as permitted in subsection (b) of this section.

(b) Tobacco product samples, and coupons redeemable for tobacco products, may be distributed in a publicly owned or operated building: (i) at a location for which a retail tobacco dealer's license has been issued; or (ii) in a separately enclosed area to which persons under the age of 18 are denied admission at an event sponsored in whole or in part by a manufacturer of tobacco products. This section does not prohibit the distribution of coupons included in newspapers, magazines or other publications.

Any person who violates this section shall be subject to a fine of in accordance with 1-4-1.

4.8.10. Sale of bidi cigarettes and other tobacco products.

(a) No person shall sell, give away, barter, exchange or otherwise furnish to any other person a bidi cigarette. As used in this section, "bidi cigarette" means a product that (i) contains tobacco that is wrapped in temburni or tendu leaf, or that is wrapped in any other material identified by regulation of the board of health because the material is similar in appearance or other characteristics to the temburni or tendu leaf and (ii) does not contain a smoke filtering device.

(b) No person shall sell, give away, barter, exchange or otherwise furnish to any other person any cigarette wrapping paper or wrapping leaf that is, or is held out to be, impregnated or scented with, or aged or dipped in, alcoholic liquor, chocolate, any fruit flavoring, vanilla, or honey in any combination.

(c) Any person who violates this section shall be subject to a fine in accordance with 1-4-1for each offense. Each day that a violation continues shall constitute a separate and distinct offense.

4.8.11 Suspension, revocation and nonrenewal of licenses.

(a) Knowing or repeated violation of any provision of Sections 4.8.1 et seq. Or 6-2A-1 et seq. by a licensee shall be grounds for revocation or suspension of such license. For purposes of this section, "license" includes any and all licenses issued by any officer, department or agency of the City of Clinton required for retail or other business operations at the location at which the offense occurred, and includes but is not limited to retail tobacco licenses.

(b) When any license issued pursuant to this chapter shall have been revoked for any cause, no retail tobacco dealer's license or tobacco product sampler's license shall be granted to such person for any premises for a period of one year thereafter. In the case of a legal entity, all owners, officers and directors of the entity shall be subject to the prohibition of this subsection.

(c) When any license issued pursuant to this chapter shall have been revoked for any cause, no license shall be granted to any person for the period of one year thereafter for conducting the business of selling tobacco in the premises described in such revoked license unless the revocation order was entered as to the licensee only.

Passed and approved this _____ day of _____, 2013.

_____
SETH ADAMS, Mayor

ATTEST:

_____
LISA ANDERS, City Clerk

ORDINANCE NO. 946

AN ORDINANCE TO IMPLEMENT RESTRICTIONS ON SMOKING IN PUBLIC PLACES; AND ESTABLISHMENT OF PENALTIES THEREFORE.

BE IT ORDAINED BY THE COUNCIL OF CITY OF CLINTON, OKLAHOMA, §6.6.1 through 6.6.11. of the Clinton City Code are hereby established to read as follows:

6.6.1. Title.

This chapter shall be known as the City of Clinton Indoor Air Ordinance of 2013.

6.6.2. Definitions.

In this chapter:

(A) "Bar" means an establishment which has as its primary business the serving of alcoholic beverages for consumption by guests on the premises. "Bar" includes, but is not limited to, taverns, nightclubs, cocktail lounges, adult entertainment facilities, and cabarets.

(B) "Health Officer" means the individual appointed by the City Manager to fill the office of Health Officer as identified in the Charter.

(C) "Employee" means a person who is employed by an employer in consideration for direct or indirect monetary wages or profits or a person who volunteers his or her services for a nonprofit entity.

(D) "Employer" means a person, business, partnership, association, or corporation, including a municipal corporation, trust, or nonprofit entity, that employs the services of one or more individual persons.

(E) "Enclosed area" means all space between a floor and a ceiling that is enclosed or partially enclosed with (i) solid walls or windows, exclusive of doorways, or (ii) solid walls with partitions and no windows, exclusive of doorways, that extend from the floor to the ceiling, including, without imitation, lobbies and corridors.

(F) "Enclosed or partially enclosed sports arena" means any sports pavilion, stadium, gymnasium, health spa, boxing arena, swimming pool, roller rink, ice rink, bowling alley, or other similar place where members of the general public assemble to engage in physical exercise or participate in athletic competitions or recreational activities or to witness sports, cultural, recreational, or other events.

(G) "Healthcare facility" means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological

conditions, including, but not limited to, assisted living establishments, long-term care facilities, adult family care homes, hospitals, rehabilitation hospitals, weight control clinics, nursing homes, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, dentists, and all specialists within these professions. "Healthcare facility" includes all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within healthcare facilities.

(H) "Place of employment" means any area under the control of a public or private employer that employees are required to enter, leave, or pass through during the course of employment, including, but not limited to entrances and exits to places of employment, including a minimum distance of 15 feet from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited; offices and work areas; restrooms; conference and classrooms; break rooms and cafeterias; and other common areas. A private residence or home-based business, unless used to provide licensed child care, foster care, adult care, or other similar social service care on the premises, is not a "place of employment."

(I) "Private club" means a not-for-profit association that (1) has been in active and continuous existence for at least three (3) years prior to January 1, 2013, whether incorporated or not, (2) is the owner, lessee, or occupant of a building or portion thereof used exclusively for club purposes at all times, (3) is operated solely for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose, but not for pecuniary gain, and (4) only sells alcoholic beverages incidental to its operation. For purposes of this definition, "private club" means an organization that is managed by a board of directors, executive committee, or similar body chosen by the members at an annual meeting, has established bylaws, a constitution, or both to govern its activities, and has been granted an exemption from the payment of federal income tax as a club under 26 U.S.C. § 501.

(J) "Private residence" means the part of a structure used as a dwelling, including, without limitation: a private home, townhouse, condominium, apartment, mobile home, vacation home, cabin, or cottage. For the purposes of this definition, a hotel, motel, inn, resort, lodge, bed and breakfast or other similar public accommodation, hospital, nursing home, or assisted living facility shall not be considered a private residence.

(K) "Public place" means that portion of any building or vehicle used by and open to the public, regardless of whether the building or vehicle is owned in whole or in part by private persons or entities, the City of Clinton, or any other public entity and regardless of whether a fee is charged for admission, including a minimum distance of 15 feet from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited. A "public place" does not include a private residence unless the private residence is used to provide licensed child care, foster care, or other similar social service care on the premises. A "public place" includes, but is not limited to, hospitals, restaurants, retail stores, offices, commercial establishments, elevators, indoor theaters, libraries, museums, concert halls, public conveyances, educational facilities, nursing homes, auditoriums, enclosed or partially enclosed sports arenas, meeting rooms, schools, exhibition halls, convention facilities, polling places, private clubs, gaming facilities, all government owned vehicles and facilities, including

buildings and vehicles owned, leased, or operated by the City of Clinton or City subcontract, healthcare facilities or clinics, enclosed shopping centers, retail service establishments, financial institutions, ticket areas, public hearing facilities, public restrooms, waiting areas, lobbies, bars, taverns, bowling alleys, skating rinks, reception areas, and no less than 75% of the sleeping quarters within a hotel, motel, resort, inn, lodge, bed and breakfast, or other similar public accommodation that are rented to guests, but excludes private residences.

(L) "Restaurant" means (i) an eating establishment, including, but not limited to, coffee shops, cafeterias, sandwich stands, and private and public school cafeterias, that gives or offers for sale food to the public, guests, or employees, and (ii) a kitchen or catering facility in which food is prepared on the premises for serving elsewhere. "Restaurant" includes a bar area within the restaurant.

(M) "Retail tobacco store" means a retail establishment that derives more than 80% of its gross revenue from the sale of loose tobacco, plants, or herbs and cigars, cigarettes, pipes, and other smoking devices for burning tobacco and related smoking accessories and in which the sale of other products is merely incidental. "Retail tobacco store" does not include a tobacco department or section of a larger commercial establishment or any establishment with any type of liquor, food, or restaurant license.

(N) "Smoke" or "smoking" means the carrying, smoking, burning, inhaling, or exhaling of any kind of lighted pipe, cigar, cigarette, hookah, weed, herbs, or any other lighted smoking equipment.

6.6.3. Smoking in public places, places of employment and governmental vehicles prohibited.

Unless an exemption contained in this chapter specifically applies, no person shall smoke in a public place or in any place of employment. No person may smoke in any vehicle owned, leased, or operated by the City of Clinton.

6.6.4. Posting of signs; removal of ashtrays.

All ashtrays shall be removed from any area where smoking is prohibited by this Chapter by the owner, operator, manager, or other person having control of the area.

6.6.5. Designation of other nonsmoking areas.

Notwithstanding any other provision of this chapter, any employer, owner, occupant, lessee, operator, manager, or other person in control of any public place or place of employment may designate a non-enclosed area of a public place or place of employment, including outdoor areas, as an area where smoking is also prohibited provided that such employer, owner, lessee or occupant shall conspicuously post signs prohibiting smoking.

6.6.6. Exemptions.

Notwithstanding any other provision of this chapter, smoking is allowed in the following areas:

(1) Private residences or dwelling places, except when used as a child care, adult day care, or healthcare facility or any other home-based business open to the public.

(2) Retail tobacco stores as defined in Section 6.6.2(M) of this chapter in operation prior to January 1, 2013. Any retail tobacco store that begins operation after January 1, 2013 may only qualify for an exemption if located in a freestanding structure occupied solely by the business and smoke from the business does not migrate into an enclosed area where smoking is prohibited.

(3) Hotel and motel sleeping rooms that are rented to guests and are designated as smoking rooms, provided that all smoking rooms on the same floor must be contiguous and smoke from these rooms must not infiltrate into nonsmoking rooms or other areas where smoking is prohibited. Not more than 25% of the rooms rented to guests in a hotel or motel may be designated as rooms where smoking is allowed. The status of rooms as smoking or nonsmoking may not be changed, except to permanently add additional nonsmoking rooms.

6.6.7. Enforcement; Complaints.

(a) This chapter shall be enforced by the Health Officer and police department.

(b) Notice of the provisions of this chapter shall be given to all applicants for a business license in the City of Clinton.

(c) Any person who desires to register a complaint pursuant to this chapter may initiate enforcement with the City through methods established by Resolution.

(d) The City or its designees shall, while an establishment is undergoing otherwise mandated inspections, inspect for compliance with this chapter.

(e) An owner, manager, operator or employee of an establishment regulated by this chapter shall inform persons violating any provision of this chapter of the appropriate provisions thereof.

(f) In addition to the remedies provided by this chapter, the City or any person aggrieved by the failure of the owner, operator, manager or other person in control of a public place or a place of employment to comply with the provisions of this chapter may apply for injunctive relief to enforce those provisions in the municipal court.

6.6.8. Violations.

(a) A person, corporation, partnership, association or other entity who violates any provision of this chapter shall be fined pursuant to 1-4-1. Each day that a violation occurs is a separate violation.

(b) A person who smokes in an area where smoking is prohibited under any provision of this chapter shall be fined in accordance with 1-4-1.

6.6.9. Discrimination prohibited.

No individual may be discriminated against in any manner because of the exercise of any rights afforded by this chapter. No person or employer shall discharge, refuse to hire, or in any manner retaliate against an employee, applicant for employment, or customer because that employee, applicant, or customer exercises any rights afforded by this chapter or reports or attempts to prosecute a violation of this chapter.

6.6.10. Construction with other code provisions.

No reference or omission in this chapter shall be construed to allow smoking if otherwise restricted or prohibited by other code provisions.

6.6.11. Rules.

The Health Officer in conjunction with the City Manager, are authorized to adopt rules necessary for the administration of this chapter.

Passed and approved this _____ day of _____, 2013.

_____
SETH ADAMS, Mayor

ATTEST:

_____
LISA ANDERS, City Clerk

ORDINANCE NO. 947

AN ORDINANCE TO IMPLEMENT RESTRICTIONS ON THE ADVERTISING OF TOBACCO AND TOBACCO PRODUCTS AT CITY SPONSORED EVENTS.

BE IT ORDAINED BY THE COUNCIL OF CITY OF CLINTON, OKLAHOMA, Section 6-2A-9 of the Clinton City Code is hereby established to read as follows:

Section 6-2A-9. Advertisement of Tobacco Prohibited at City Sponsored Events.

(A) It shall be unlawful for any person or business to market or advertise, in any manner or method, products which contain tobacco or tobacco products at any event sponsored by the City of Clinton, Oklahoma.

(B) Events sponsored by the City of Clinton, shall include, but are not limited to: Sporting events, parades, dances, concerts or festivals, which the City of Clinton is solely responsible for.

(C) Any person who knowingly violates this act shall be punished in accordance with 1-4-1 of the Clinton City Code.

(D) Savings Clause - If a sentence, section, or any part of this article be deemed unconstitutional or void, such action shall not affect the remaining parts of this article.

(E) Repealer - All ordinances or parts of ordinances or resolutions in conflict are hereby repealed to the extent if such conflict.

Passed and approved this _____ day of _____, 2013.

_____
SETH ADAMS, Mayor

ATTEST:

_____
LISA ANDERS, City Clerk

ORDINANCE NO. 948

AN ORDINANCE TO IMPLEMENT RESTRICTIONS ON THE ADVERTISING OF ALCOHOL AT CITY SPONSORED EVENTS.

BE IT ORDAINED BY THE COUNCIL OF CITY OF CLINTON, OKLAHOMA, Section 4-2-10 of the Clinton City Code is hereby established to read as follows:

Section 4-2-10. Advertisement of Alcohol Prohibited at City Sponsored Events.

(A) It shall be unlawful for any person or business to market or advertise, in any manner or method, products which contain alcohol at any event sponsored by the City of Clinton, Oklahoma.

(B) Events sponsored by the City of Clinton, shall include, but are not limited to: Sporting events, parades, dances, concerts or festivals, which the City of Clinton is solely responsible for.

(C) Any person who knowingly violates this act shall be punished in accordance with 1-4-1 of the Clinton City Code.

(D) Savings Clause - If a sentence, section, or any part of this article be deemed unconstitutional or void, such action shall not affect the remaining parts of this article.

(E) Repealer - All ordinances or parts of ordinances or resolutions in conflict are hereby repealed to the extent if such conflict.

Passed and approved this _____ day of _____, 2013.

_____
SETH ADAMS, Mayor

ATTEST:

_____
LISA ANDERS, City Clerk

RESOLUTION 811

A RESOLUTION SUPPORTING THE COMPLETE STREETS PHILOSOPHY TO EXPAND TRANSPORTATION CHOICES IN THE CITY OF CLINTON, OKLAHOMA.

WHEREAS, a transportation system conductive to walking, bicycling, public transit for all ages and abilities reduces traffic congestion, improves public health, decreases air pollution, enhances economic vitality, provides a more livable community, and improves the overall quality of life for Clinton residents.

WHEREAS, Complete Streets are defined as those that provide safe and convenient transportation facilities for all modes of travel, including pedestrians, bicyclists, public transit riders, and motorists that are accessible for users of all ages and all ability levels.

WHEREAS, Complete Streets reduce road congestion by providing safe travel choices that encourage alternative transportation options, increasing the overall capacity of the transportation network as well as decreasing consumer transportation costs.

WHEREAS, Complete Streets enhance economic vitality by providing safe, convenient, and inviting pedestrian, bicycle, and public transit facilities that promote active public centers for users of all ages and abilities, and generate a sense of place in and around retail districts and provide connection between places of residence to centers of recreation, retail, education and places of work.

NOW THEREFORE, be it resolved by the Mayor and Council of the City of Clinton that:

Street projects should be planned, designed, and operated when feasible, in accordance with a Complete Streets philosophy, as outlined by the National Complete Streets Coalition, to provide for a balanced, responsible, and equitable way to accommodate and ensure travel for pedestrians, bicyclists, and public transit riders, of all ages and abilities amongst vehicular traffic.

Passed and approved this _____ day of _____, 2013.

_____
SETH ADAMS, Mayor

ATTEST:

_____
LISA ANDERS, City Clerk