PUBLIC NOTICE OF A REGULAR MEETING
OF THE AIRPORT AUTHORITY
TUESDAY, DECEMBER 17, 2013 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order

2. Opening Prayer/Pledge Dan Day, Ministerial Alliance

3. Consent Agenda

    A. Consider Approval of Minutes of Previous Meeting
    Hospital Authority Solid Waste Authority Airport Authority

4. Action Items:

    A. Presentation and Consideration of 2012-2013 Audit

5. Trustee Report

6. City Manager's Report

7. Audience Participation

8. Adjournment

Filed this 13th Day of December, 2013. Posted on the bulletin board in the lobby of the Clinton City Hall on December 13, 2013 at 1:30 p.m.

MINUTES OF AIRPORT AUTHORITY MEETING
DECEMBER 3, 2013

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Airport Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, December 3, 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 November 27, 2013.

Chairman Seth Adams called the meeting to order with the following present;

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Wheeler Lowry, Lucas Martinez, Jason Hulin
CITY MANAGER: Steve Hewitt
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green
OTHERS: Randy Carpenter, Kris Wermy, Gene McCullough, Stephen Jones, Curtis Maloy, Danny George, Conan Wilson, L.R. Sights, and others.

Fire Chief Randy Carpenter opened the meeting with prayer and Trustee Lowry led the Pledge of Allegiance

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of November 5, 2013
B. Claims

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

Chairman put the motion to a roll call vote:

Aye: Lowry, Hulin, Rodolph, Martinez, Adams
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

None

AGENDA ITEM NO. 5 TRUSTEES REPORT

None

AGENDA ITEM NO. 6: CITY MANAGER'S REPORT

None

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Trustee Hulin and seconded by Trustee Martinez to adjourn the meeting.

Chairman put the motion to a roll call vote:

Aye: Hulin, Martinez, Lowry, Rodolph, Adams
Nay: None

Chairman declared the meeting adjourned at 5:34 pm.

PUBLIC NOTICE OF A REGULAR MEETING
OF THE SOLID WASTE AUTHORITY
TUESDAY, DECEMBER 17, 2013 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order

2. Opening Prayer/Pledge Dan Day, Ministerial Alliance

3. Consent Agenda

    A. Consider Approval of Minutes of Previous Meeting
    Hospital Authority Solid Waste Authority Airport Authority

4. Action Items:

    A. Presentation and Consideration of 2012-2013 Audit

5. Trustee Report

6. City Manager's Report

7. Audience Participation

8. Adjournment

Filed this 13th Day of December, 2013. Posted on the bulletin board in the lobby of the Clinton City Hall on December 13, 2013 at 1:30 p.m.

MINUTES OF SOLID WASTE AUTHORITY MEETING
DECEMBER 3, 2013

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Solid Waste Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, December 3, 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 November 27, 2013.

Chairman Seth Adams called the meeting to order with the following present;

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Wheeler Lowry, Lucas Martinez, Jason Hulin
CITY MANAGER: Steve Hewitt
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green
OTHERS: Randy Carpenter, Kris Wermy, Gene McCullough, Curtis Maloy, Stephen Jones, Danny George, Conan Wilson, L.R. Sights and others.

Fire Chief Randy Carpenter opened the meeting with prayer and Trustee Lowry led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of November 5, 2013
B. Claims

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

Chairman put the motion to a roll call vote:

Aye: Lowry, Hulin, Martinez, Rodolph, Adams
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

None

AGENDA ITEM NO. 5 TRUSTEES REPORT

None

AGENDA ITEM NO. 6: CITY MANAGER'S REPORT

None

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Trustee Hulin and seconded by Trustee Martinez to adjourn the meeting.

Chairman put the motion to a roll call vote:

Aye, Hulin, Martinez, Rodolph, Lowry, Adams
Nay: None

Chairman declared the meeting adjourned at 5:36 pm

PUBLIC NOTICE OF A REGULAR MEETING
OF THE HOSPITAL AUTHORITY
TUESDAY, DECEMBER 17, 2013 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order

2. Opening Prayer/Pledge Dan Day, Ministerial Alliance

3. Consent Agenda

    A. Consider Approval of Minutes of Previous Meeting
    Hospital Authority Solid Waste Authority Airport Authority

4. Action Items:

    A. Presentation and Consideration of 2012-2013 Audit

5. Trustee Report

6. City Manager's Report

7. Audience Participation

8. Adjournment

Filed this 13th Day of December, 2013. Posted on the bulletin board in the lobby of the Clinton City Hall on December 13, 2013 at 1:30 p.m.

MINUTES OF HOSPITAL AUTHORITY MEETING
DECEMBER 3, 2013

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Hospital Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, December 3, 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 November 27, 2013.

Chairman Seth Adams called the meeting to order with the following present;

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Wheeler Lowry, Lucas Martinez, Jason Hulin
CITY MANAGER: Steve Hewitt
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green
OTHERS: Kris Wermy, Gene McCullough, Curtis Maloy, Stephen Jones, Randy Carpenter, Danny George, Conan Wilson , L.R. Sights and others.

Fire Chief Randy Carpenter opened the meeting with prayer and Trustee Lowry led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of November 5, 2013
B. Claims

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

Chairman put the motion to a roll call vote:

Aye: Lowry, Hulin, Martinez, Rodolph, Adams
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

None

AGENDA ITEM NO. 5 TRUSTEES REPORT

None

AGENDA ITEM NO. 6: CITY MANAGER'S REPORT

None

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Trustee Hulin and seconded by Trustee Martinez to adjourn the meeting.

Mayor put the motion to a roll call vote:

Aye: Hulin, Martinez, Rodolph, Lowry, Adams
Nay: None

Chairman declared the meeting adjourned at 5:32 pm.

PUBLIC NOTICE OF A REGULAR MEETING
OF THE PUBLIC WORKS AUTHORITY
TUESDAY, DECEMBER 17, 2013 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer /Pledge Dan Day, Ministerial Alliance
3. Consent Agenda:
    A. Consider approval of minutes for December 3, 2013
4. Action Items:
    A. Consider Ice Pigging/Water Tower Maintenance Proposals
    B. Acknowledge receipt of Oklahoma Department of Environmental Quality permit for lift station with backup generator and sanitary sewer collection system to serve Robinson Addition
    C. Acknowledge receipt of Oklahoma Department of Environmental Quality permit for water line to serve Robinson Addition
    D. Presentation and Consideration of 2012-2013 Audit
5. Trustee Report
6. City Manager's Report
7. Audience Participation
8. Adjournment

Filed this 13th day of December, 2013. Posted on the bulletin board in the lobby of the Clinton City Hall on December 13, 2013 at 1:30 p.m.

MINUTES OF CLINTON PUBLIC WORKS AUTHORITY MEETING
DECEMBER 3, 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, December 3, 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 November 27, 2013

Chairman Seth Adams called the meeting to order with the following present;

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Wheeler Lowry, Jason Hulin, Lucas Martinez
CITY MANAGER: Steve Hewitt
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green
OTHERS: Randy Carpenter, Kris Wermy, Gene McCullough, Curtis Maloy, Stephen Jones ,Danny George, Conan Wilson, L.R. Sights and others.

Fire Chief Randy Carpenter opened the meeting with prayer and Trustee Wheeler Lowry led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of November 19, 2013 and Special Meeting of November 25, 2013
B. Consider Claims

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

Chairman put the motion to a roll call vote:

Aye: Hulin, Martinez, Lowry, Rodolph, Adams
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. REQUEST AUTHORIZATION TO CREATE PUMP TEST ON CURRENT GOLF COURSE WATER WELL

City Manager Steve Hewitt said after discussion at the special work session last week where information regarding water testing was presented by PEC, it was requested to place this item on the agenda. He said the proposed pump test would be a 24 hour test on the current golf course water well.

Trustee Hulin asked for confirmation that there has not been a pump test on the well.

City Manager Steve Hewitt said a 24 hour test has not been conducted. He said there may have been a test during the golf course rehab but there was no data for a 24 hour test.

Trustee Rodolph recommended proceeding with the test.

Trustee Hulin asked if the Golf Course Superintendent knows how much water is coming from the well.

City Manager Steve Hewitt said it is thought to be 500 gallons per minute but it is not known if that level can be sustained for a 24 hour period. He said the water is regulated so there is no strain on the pump.

Trustee Lowry asked about the time frame for the test.

City Manager Steve Hewitt said he hoped it would be next week. He said the PEC would hire Layne Christensen Company to do the test. He said he does not know of anyone local that can perform the test.

Motion was made by Trustee Rodolph and seconded by Trustee Lowry to authority the pump test on the current golf course water well.

Chairman put the motion to a roll call vote:

Aye: Rodolph, Lowry, Hulin, Martinez, Adams
Nay: None

Chairman declared the motion carried.

4B. DISUCSSION WITH LEGAL COUNSEL REGARDING PENDING LITIGATION REGARDING WASTEWATER TREATMENT PLANT DAMAGES WITH SUPERIOR CONSTRUCTION INCLUDING AN EXECUTIVE SESSION AS AUTHORIZED BY 25 O.S. ss 307B(4)

Motion was made by Trustee Hulin and seconded by Trustee Lowry to go into executive session with Legal Counsel and the City Manager to discuss pending litigation regarding wastewater treatment plant damages with Superior Construction.

Chairman put the motion to a roll call vote:

Aye: Hulin, Lowry, Martinez, Rodolph, Adams
Nay: None

Chairman declared the meeting in Executive Session as 5:55 p.m.

RECONVENE

Motion was made by Trustee Lowry and seconded by Trustee Martinez to go back to regular session.

Chairman put the motion to a roll call vote:

Aye: Lowry, Martinez, Hulin, Rodolph, Adams
Nay: None

Chairman declared the meeting in regular session at 6:05 p.m.

Motion was made by Trustee Rodolph and seconded by Trustee Lowry to authorize the City Attorney to attempt to settle the claim in the range of $16,000 to $20,000.00.

Chairman put the motion to a roll call vote:

Aye: Rodolph, Lowry, Hulin, Martinez, Adams
Nay: None

Chairman declared the motion carried.

4C. CONSIDER ICE PIGGING/WATER TOWER MAINTENANCE PROPOSALS

City Manager Steve Hewitt introduced Steve Woodward, representative of Utility Service Company, Inc.

Woodward said that he had inspected the water waters and compiled reports on each facility. He said the proposal presented would spread the cost over multiple years. He said the proposal is for maintaining the towers with an annual maintenance fee. He said he realized that the City's budget for 2013-2014 does not include this but the ice pigging was included in the budget.

Woodward explained that the ice pigging process is having crushed ice injected in the lines with recovery of the waste at another hydrant. He projected 39,000 linear feet at a cost of $36,000.00. He said the first service would be the ice pigging with an invoice for $12,000.00 of the $36,000.00. He said the second year would start the renovation of tanks with a schedule defined. He said the west tank and Broadway tank have structural corrosion.

Trustee Rodolph said he felt this is critical because the lack of maintenance cause of the loss of tanks in the past.

City Manager Steve Hewitt said he asked City Attorney Ryan Meacham to review the contracts presented by Utility Services Company and bring them back for the Authority's review.

Woodward said Utility Services Company provides this service to Yukon, El Reno, Shawnee, Grove, Claremore, Weatherford and Woodward. He said this is an asset management program. He explained that the City would retain the cost from the auditor's report.

Motion was made by Trustee Rodolph and seconded by Trustee Martinez to refer the contracts to City Attorney Ryan Meacham for review and bring back to the Authority for consideration.

Chairman put the motion to a roll call vote:

Aye: Rodolph, Martinez, Hulin, Lowry, Adams
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 5 TRUSTEE REPORT

Trustee Hulin explained some concerns he has regarding the search for water on golf course property and information provided regarding the testing and mapping. He asked what the plan for the City's water situation is.

Trustee Lowry asked if the test results show the well is 500 gallons per minute plus, then will the test well still be on #11.

City Manager Steve Hewitt said he would bring that information back to the Authority. He said the engineer provided guidelines and this is a complex and expensive project.

Trustee Rodolph noted that the overage fee to Foss Reservoir is down this month.

AGENDA ITEM NO. 6: MANAGER'S REPORT

City Manager Hewitt reported that the check for the damages to the Water Treatment Plant by Altivia has been received. The check was for $499,000.00. He said a meeting has been scheduled with Severn Trent to look at rehab of the facility. A report will be brought back to the Authority.

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Trustee Hulin and seconded by Trustee Rodolph to adjourn the meeting.

Chairman put the motion to a roll call vote:

Aye: Hulin, Rodolph, Martinez, Lowry, Adams
Nay: None

Chairman declared the meeting adjourned at 6:15 p.m.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: **Ice Pigging/Water Tower Maintenance**

Staff Source: **Public Works Director, Stephen Jones**

Date: December 13, 2013

History/Background Information: Ice pigging, Canyons West, and Airport Towers were presented at the last council meeting. This is for the approval of the 39,000' waterline for the Ice Pigging, the mixer in the Airport Water Tower, and the maintenance of the Canyons West Tower.

Subject Summary: Ice Pigging-$12,000.00

Canyons West and Airport Towers-$24,000.00

Recommendation: Approval from the council.

***** Additional Tanks and contracts will be part of a RFP that the City Attorney believes is needed. Proposals will be in early next year for budgeting in 14-15.

Price/Cost: $36,000.00

Utility Service Co., Inc.

Water Tank Maintenance Contract

Owner: City of Clinton
Clinton, Oklahoma

Tank Size/Name: 100,000 Gallon Standpipe – West Tank

Location: N 2200 and E 1035

Date Prepared: December 13, 2013

1230 Peachtree Street, NE, Suite 1100 · 11th Floor - Promenade II Building · Atlanta, GA 30309
Toll-free: 855.526.4413 | Fax: 888.600.5876 | utilityservice.com

Utility Service Group

WATER TANK MAINTENANCE CONTRACT

This Contract entered into by and between the **City of Clinton, whose business address is 415 Gary Boulevard, Clinton, Oklahoma 73601** (hereinafter referred to as "the Owner") and Utility Service Co., Inc., whose business address is 1230 Peachtree Street, NE, Suite 1100, 11th Floor – Promenade II Building, Atlanta, GA 30309 (hereinafter referred to as "the Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to maintain its **100,000** gallon water storage tank located at **N 2200 and E 1035, Clinton, Oklahoma 73601** (hereinafter "tank").

1. Company's Responsibilities. This Contract outlines the Company's responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following:

A. The Company will annually inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
B. Biennially, beginning with the first washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
C. The Company shall furnish engineering and inspection services needed to maintain and repair the tank and tower during the term of this Contract. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.

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D. The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint. At the time the exterior requires repainting, the Company agrees to paint the tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the tank. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the **Oklahoma Department of Environmental Quality**, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.

E. A lock will be installed on the roof hatch of the tank.

F. The Company will provide emergency services, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the tank site.

G. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

H. The Company will furnish current certificates of insurance coverage to the Owner.

I. **Chemical Clean Service**.

1. During the washout/inspections, the Company will apply an NSF 60 approved chemical cleaning agent to the interior walls and floor surfaces of the Tank to treat mineral build-up and bio-film that form on the interior tank surfaces.

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2. **Contract Price/Annual Fees.** The tank shall receive an **exterior renovation, interior renovation, and repairs** prior to the end of Contract **Year 1.** The annual fee for Contract **Year 1** shall be **$12,000.00**. The annual fees for Contract **Years 2, 3, 4, and 5** shall be **$20,195.00** per Contract Year. The annual fee for Contract **Year 6** and each subsequent annual fee shall be **$6,835.00** per Contract Year; however, in Contract **Year 9** and each third anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2012, Contract Year 1 for that contract would be April 1, 2012 to March 31, 2013, and Contract Year 2 for that contract would be April 1, 2013 to March 31, 2014 and so on.

3. **Payment Terms.** The annual fee for Contract **Year 1,** plus all applicable taxes, shall be due and payable **upon completion of exterior and interior renovations. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on July 1, of each Contract Year thereafter. Beginning in Contract Year 2, the annual fee can be paid either monthly, quarterly, semiannually, or annually. Owner shall circle the preferred billing frequency. If the Owner does not choose a preferred billing frequency, the Owner will be billed quarterly.** Furthermore, if the Owner elects to terminate this Contract prior to remitting the first **five (5)** annual fees, then the unpaid balance of the first **five (5)** annual fees shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

4. **Structure of Tank.** The Company is accepting this tank under program based upon its existing structure and components. ***Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.***

5. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee. Any requested modifications shall be in writing and shall be submitted to Owner at least ninety (90) days prior to any anniversary date of the Contract.

The parties agree that the Company's annual fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for annual fees.

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This Contract contains a contingency provision whereby the municipality or district is not obligated to make any payments, in any year, in an amount exceeding the income and revenue provided for such year.

6. **Excluded Items:** This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at any time during the term of the Contract; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any latent defects of the tank or its components (i.e., corrosion from the underside of the floor plates); (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.

7. **Termination.** The Owner shall have the right to continue this Contract for an indefinite period of time providing payment of the annual fees is in accordance with the terms herein. This Contract is subject to termination by the Owner only if written notice of intent to terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attention: Customer Service, P O Box 1350, Perry, Georgia 31069.

8. **Assignment.** The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract.

9. **Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES.**

10. **Assignment of Receivables.** The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit, provided that Owner's obligations to make payment shall not be altered by any assignment.

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11. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

13. Visual Inspection Disclaimer. This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company negotiate compensation for such work. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

This Contract signed this _____ day of _____, _____.

OWNER:	COMPANY:
City of Clinton	**Utility Service Co., Inc.**
By: _____	By: _____
Title: _____	Title: _____
Print Name: _____	Print Name: _____
Witness: _____	Witness: _____
Seal:	**Seal:**

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Proposal From

UTILITY SERVICE COMPANY, INC.

1230 Peachtree St, NE, Suite 1100 · Atlanta, GA 30309
Toll-free: 855-526-4413 | Fax: 478-987-2991
utilityservice.com

Date: **13 December 2013** *Submitted by:* **S. Woodward** *Local Phone:*

SFID: [redacted] *CN:* *SO:*

Proposal Submitted To:			*Phone Number:*	*Fax Number:*
City of Clinton OK			**580-592-4554**	
Street Address:			*Description of Work to be Performed:*	
415 Gary Blvd – PO Box 1177			**Ice pigging potable water mains**	
City:	*State:*	*Zip Code:*	*County/Parish:*	
Clinton	**OK**	**73601**	**Custer**	
Billing Contact Nome (Invoicing):	*Email:*		*Job Site Address:*	
Mr. Stephen Jones			**Various**	
Job Contact (Inspection Reports):	*Email:*		*Length (FT):*	*Size (Inches):* / *Materiol:*
			39,000	**2, 6, 10"** / **DIP**

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

1. USCI shall produce approximately 2,700 gallons of ice slurry for delivery and removal from the water mains each day of work to clean sediments, loose deposits, and biofilms from the water mains covered under this proposal. The water mains to be cleaned and procedures are listed in Addendum A.

2. Based upon the information provided by the Owner to USCI, USCI estimates this project will take **3 full loads** to complete.

3. Note: The attached proposed schedule of work is a draft copy and will need to be finalized prior to work commencement and following a pre-project meeting.

COST OF PROJECT WILL BE SPREAD OUT OVER 3 YEARS: $12,000 PER YEAR FOR NEXT 3 YEARS
NOV/DEC 2013: $12,000
NOV 2014: $12,000
NOV 2015: $12,000

CONTRACTUAL PROVISIONS ARE CONTINUED ON ADDITIONAL PAGES.

Please sign and date this proposal and fax one copy to our office.

Thirty Six Thousand and No/100..... Dollars $36,000.00

Payment to be made as follows: **Payment in Full Completion of Work – plus all applicable taxes**

Remittance Address: Utility Service Co., Inc., P O Box 674233, Dallas, TX 75267-4233

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized USG Signature

Note: This proposal may be withdrawn by us if not accepted within Sixty (60) days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Fiscal Yr Beginning Month _____ *Signature* _____

Dote of Acceptance *Printed Name*

Proposal From

UTILITY SERVICE COMPANY, INC.

1230 Peachtree St, NE, Suite 1100 · Atlanta, GA 30309
Toll-free: 855-526-4413 | Fax: 478-987-2991
utilityservice.com

1. Owner agrees to provide the following:
    a. All potable water necessary to create the ice slurry,
    b. Secure location to store the ice making equipment,
    c. Network Operators to isolate and re-open valves and hydrants during the project,
    d. MOT (Maintenance of Traffic) procedures in accordance with the requirements written in The Manual of Uniform Traffic Devices.
    e. A tanker truck to haul the wastes where a sanitary sewer is not in close proximity, Note: The discharge will be to the ground at those points where no hose connection is possible
    f. Notification to the Owner's customers describing the operations and water shutoff during the process,
    g. Network Operators to close the service lines when required by the Owner.

2. USCI shall provide a report summarizing the daily cleaning events, water quality pre and post cleaning, and a quantitative amount of sediments removed only on those lines where a connection can be made to the discharge point.

3. USCI shall endeavor to manage the ice concentration to maximize cleaning efficiency and minimize the removal of tuberculation that could cause future water quality complaints.

4. Owner agrees that there is considerable expense to produce 2,700 gallons of ice slurry and that the ice slurry cannot be held for more than 12 hours before it becomes unusable. If on a scheduled work day, the Owner cannot isolate the water main or does not have the needed personnel, USCI shall charge the Owner the Full Daily Rate of $12,000 per day.

5. USCI shall not charge the Owner the above-mentioned Daily Rate, if USCI cannot perform the complete day's work due to those factors under USCI's control, i.e. the ice is not in suitable condition, USCI cannot provide the necessary labor, equipment failure, etc.

6. Due to the potential condition or deterioration of assets that may or may not have been maintained by the Owner prior to entering into this Agreement, Owner shall be responsible for costs or expenses that may result from damage to property or personal injury caused by reason of the Owner's failure to maintain its assets or deterioration of Owner's assets in relation to any work conducted prior to the work performed under this Agreement.

7. Once delivered to the job site, ownership of the ice slurry is transferred to the Owner. All ice delivered to and removed from the water main, along with the wastes generated from the resulting process shall be the sole property of the Owner. Owner shall dictate the specific disposal procedures to be employed during the process.

Proposal From
UTILITY SERVICE COMPANY, INC.
1230 Peachtree St, NE, Suite 1100 · Atlanta, GA 30309
Toll-free: 855-526-4413 | Fax: 478-987-2991
utilityservice.com

City of Clinton OK / Various

Schedule of Work

Date	Op No.	Insertion Point	Discharge Point	Disposal Method	Length (FT)	Pipe Dia.(in)	Pipe Material	Ice Quantity (Gals)	Delivery Rig
Day1	Knox	7th	11th	TBC	1450	4	DI	237	10T
Day1	Modelle	6th	11th	TBC	1800	4	DI	294	10T
Day1	Broadway	6th	11th	TBC	1800	4	DI	294	10T
Day1	Court	4th	7th	TBC	1000	4	DI	163	10T
Day1	Avant	4th	11th	TBC	2500	4 & 10	DI	652	10T
Day1	11th	Avant	Knox	TBC	2100	2 & 4	DI	240	10T
Day1	10th	Avant	Modelle	TBC	1700	4	DI	277	10T
Day1	9th	Avant	Knox	TBC	2000	4	DI	326	10T
Day2	8th	Avant	Knox	TBC	2000	4	DI	326	10T
Day2	7th	Avant	Knox	TBC	2000	4	DI	326	10T
Day2	6th-5th	Avant	Avant	TBC	3300	4	DI	538	10T
Day2	4th-Terrace 3rd-Glen	Avant	5th	TBC	1700	4	DI	277	10T
Day2	Smith	Avant	Glen Smith	TBC	1900	4 & 6	DI	512	10T
Day2	Lincoln Add 01	E. Hayes	Terrace	TBC	1850	4	DI	302	10T
Day2	E. Locust	2nd	Glen Smith	TBC	500	4	DI	100	10T
Day2	E. Court	2nd	Glen Smith	TBC	600	4	DI	60	10T
Day2	Kelley	Hyd	Hyd	TBC	800	6	DI	235	10T
Day3	Phillips	Park Ave	Gholston	TBC	2900	4	DI	500	10T
Day3	Golf Course	E. Hayes	Golf Course	TBC	5000	6	DI	1500	10T
Day3	Area H	Golf Course	I-40 Bypass	TBC	3100	6	DI	1000	10T

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Responsibility		Ice Making Procedure
Owner	1.	The ice delivery unit and ice making unit shall be staged in a suitable level area, preferably a fenced area at a water treatment plant or other facility. The facility needs access to potable water, preferably a hydrant but also a water spigot will work.
USCI	2.	The hoses and fittings connecting the ice maker and delivery unit shall be disinfected and connected. This connection makes a closed loop system between the ice maker and delivery unit. The only place for contaminates to enter the system are through the tank hatch which shall be closed except for visual inspection by the operator.
USCI	3.	Approximately 2,700 gallons of potable water shall be added to the delivery tank, along with approximately 1250lbs of NSF-60 Certified Sodium Chloride.
USCI	4.	If requested by the Owner, the Chlorine residual in the brine solution may be increased to 10ppm. The chlorine residual shall be tested, and then the appropriate amount of NSF-60 Certified Sodium hypochlorite shall be added to the brine solution. The solution shall be retested to confirm the chlorine residual.
USCI	5.	The PLC controlling the ice making process shall be started and allowed to run overnight. USCI shall monitor the procedure overnight via periodic visits or remote monitoring.
USCI	6.	After completion of the ice making process, the delivery pump shall be started and a small amount of ice shall be tested to determine the ice fraction. If the ice fraction is below the project's requirement, the ice making process shall continue.
USCI	7.	If the ice fraction is in accordance with the project's requirement, then the ice maker shall be shut off and disconnected. The ice contained in the delivery unit shall be delivered to the job site.

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City of Clinton OK / Various

Responsibility		On-Site Delivery Actions
Owner	1.	Owner shall setup and maintain traffic control procedures in conjunction with the setup procedures listed in Steps 2-3.
USCI	2.	The ice pigging delivery unit shall be parked near the entrance hydrant. • Hoses shall be setup from the delivery unit to the hydrant. • The hydrant shall be flushed to clean out the barrel, then shut off • The hydrant fittings shall be disinfected with 250ppm Cl solution • The hoses shall be connected to the hydrant
USCI	3.	Where possible, the extraction point instrumentation unit shall be setup near the extraction hydrant. • Hoses shall be setup from the instrumentation unit to the hydrant. • Hoses shall run from the instrumentation unit to the sanitary sewer. • De-chlorination equipment shall be setup where required. • The hydrant shall be flushed to clean out the barrel, then shut off • The hydrant fittings shall be disinfected with 250ppm Cl solution. • The instrumentation unit connected to the hydrant, and the hydrant turned on. • Water quality readings shall be taken. • The unit shall be allowed to flow water.
Owner	4.	In coordination with USCI, the final valves shall be closed to isolate the water main.
USCI	5.	The isolation of the main shall be verified by the instrumentation unit. The extraction hydrant valve shall be closed after main isolation is verified and before the pressure goes below 20psi in the main.
USCI	6.	The entrance hydrant shall be opened and the ice slurry pumped into the water hydrant. • Prior to pumping the percent solids of the ice slurry shall be documented. The extraction hydrant valve shall be operated to allow for the displacement of water by the introduction of the ice and maintain the pressure above 20psi in the main.
USCI	7.	Once the proper amount of ice slurry has been delivered, the entrance hydrant and extraction hydrant valve shall be closed and the pressure is maintained above 20psi in the main.

Owner	8.	IMMEDIATELY, and in coordination with USCI, the upstream main line valve shall be opened to supply the needed pressure to push the ice pig through the main.
USCI	9.	Once full system pressure, as observed prior to system shutdown, is monitored at the instrumentation unit, the operator shall open the extraction hydrant valve to control the flow of water and monitor the progress of the ice pig.
USCI	10.	Once the pig is monitored to arrive, the flow of water shall be diverted from the de-chlorination equipment to flow to the sanitary sewer specified by the Owner.
USCI	11.	The water quality shall be monitored and flow shall continue until the water quality returns to the initial water quality readings. • Final chlorine shall be documented.
USCI	12.	The entrance hydrant shall be flushed to remove any ice that remains between the water main and hydrant.
USCI	13.	The entrance and exit locations shall be cleaned up with all materials and equipment removed from the site.
Owner	14.	In coordination with USCI, the downstream main valve shall be opened and returned to full service. The Owner may elect to issue a precautionary boil advisory, and a water quality test taken to confirm there is no bacteriological contamination.

Utility Service Co., Inc.

Water Tank Maintenance Contract

Owner: City of Clinton
Clinton, Oklahoma

Tank Size/Name: 300,000 Gallon Standpipe – West Tank

Location: N 2270 and E 1025

Date Prepared: December 13, 2013

1230 Peachtree Street, NE, Suite 1100 · 11th Floor - Promenade II Building · Atlanta, GA 30309
Toll-free: 855.526.4413 | Fax: 888.600.5876 | utilityservice.com

Utility Service Group

WATER TANK MAINTENANCE CONTRACT

This Contract entered into by and between the **City of Clinton, whose business address is 415 Gary Boulevard, Clinton, Oklahoma 73601** (hereinafter referred to as "the Owner") and Utility Service Co., Inc., whose business address is 1230 Peachtree Street, NE, Suite 1100, 11th Floor – Promenade II Building, Atlanta, GA 30309 (hereinafter referred to as "the Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to maintain its **300,000** gallon water storage tank located at **N 2270 and E 1025, Clinton, Oklahoma 73601** (hereinafter "tank").

1. **Company's Responsibilities.** This Contract outlines the Company's responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following:

A. The Company will annually inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
B. Biennially, beginning with the first washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
C. The Company shall furnish engineering and inspection services needed to maintain and repair the tank and tower during the term of this Contract. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.

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D. The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint. At the time the exterior requires repainting, the Company agrees to paint the tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the tank. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the **Oklahoma Department of Environmental Quality**, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.

E. A lock will be installed on the roof hatch of the tank.

F. The Company will provide emergency services, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the tank site.

G. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

H. The Company will furnish current certificates of insurance coverage to the Owner.

I. **Mixing System Installation and Service.**

1. The Company shall install an active mixing system in the Tank.
2. The particular unit that will be installed in the Tank is a NSF Approved PAX active mixing system along with its component parts.
3. The Company will annually inspect and service the active mixing system. The active mixing system will be thoroughly inspected to ensure that the active mixing system is good working condition.
4. The Company shall furnish engineering and inspection services needed to maintain and repair the active mixing system during the term of this Contract.

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2. **Contract Price/Annual Fees.** The tank shall receive an **exterior renovation, interior bio film removal washout, interior touch up, mixing system installation, and repairs** prior to the end of Contract **Year 1, but no sooner than July 21, 2014.** The tank shall receive an **interior renovation** prior to the end of Contract **Year 5.** The annual fee for Contract **Year 1** shall be **$12,000.00.** The annual fees for Contract **Years 2, 3, 4, and 5** shall be **$31,147.00** per Contract Year. The annual fee for Contract **Year 6** and each subsequent annual fee shall be **$11,858.00** per Contract Year; however, in Contract **Year 9** and each third anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2012, Contract Year 1 for that contract would be April 1, 2012 to March 31, 2013, and Contract Year 2 for that contract would be April 1, 2013 to March 31, 2014 and so on.

3. **Payment Terms.** The annual fee for Contract **Year 1,** plus all applicable taxes, shall be due and payable **upon completion of exterior renovation. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on July 1, of each Contract Year thereafter. Beginning in Contract Year 2, the annual fee can be paid either monthly, quarterly, semiannually, or annually. Owner shall circle the preferred billing frequency. If the Owner does not choose a preferred billing frequency, the Owner will be billed quarterly.** Furthermore, if the Owner elects to terminate this Contract prior to remitting the first **five (5)** annual fees, then the balance for work completed shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

4. **Structure of Tank.** The Company is accepting this tank under program based upon its existing structure and components. ***Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.***

5. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee. Any requested modifications shall be in writing and shall be submitted to Owner at least ninety (90) days prior to any anniversary date of the Contract.

The parties agree that the Company's annual fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for annual fees.

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This Contract contains a contingency provision whereby the municipality or district is not obligated to make any payments, in any year, in an amount exceeding the income and revenue provided for such year.

6. **Excluded Items:** This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at any time during the term of the Contract; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any latent defects of the tank or its components (i.e., corrosion from the underside of the floor plates); (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.

7. **Termination.** The Owner shall have the right to continue this Contract for an indefinite period of time providing payment of the annual fees is in accordance with the terms herein. This Contract is subject to termination by the Owner only if written notice of intent to terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attention: Customer Service, P O Box 1350, Perry, Georgia 31069.

8. **Assignment.** The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract.

9. **Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES.**

10. **Assignment of Receivables.** The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit, provided that Owner's obligations to make payment shall not be altered by any assignment.

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11. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

13. Visual Inspection Disclaimer. This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company negotiate compensation for such work. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

This Contract signed this _____ day of _____, _____.

OWNER:	COMPANY:
City of Clinton	**Utility Service Co., Inc.**
By: _____	By: _____
Title: _____	Title: _____
Print Name: _____	Print Name: _____
Witness: _____	Witness: _____
Seal:	**Seal:**

© 2013 Utility Service Co., Inc.

Utility Service Co., Inc.

Water Tank Maintenance Contract

Owner: City of Clinton
Clinton, Oklahoma

Tank Size/Name: 300,000 Gallon Elevated – Industrial Tank

Location: S 13th and C and A Road

Date Prepared: December 13, 2013

1230 Peachtree Street, NE, Suite 1100 · 11th Floor - Promenade II Building · Atlanta, GA 30309
Toll-free: 855.526.4413 | Fax: 888.600.5876 | utilityservice.com

Utility Service Group

WATER TANK MAINTENANCE CONTRACT

This Contract entered into by and between the **City of Clinton, whose business address is 415 Gary Boulevard, Clinton, Oklahoma 73601** (hereinafter referred to as "the Owner") and Utility Service Co., Inc., whose business address is 1230 Peachtree Street, NE, Suite 1100, 11th Floor – Promenade II Building, Atlanta, GA 30309 (hereinafter referred to as "the Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to maintain its **300,000** gallon water storage tank located at **S 13th and C and A Road, Clinton, Oklahoma 73601** (hereinafter "tank").

1. Company's Responsibilities. This Contract outlines the Company's responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following:

A. The Company will annually inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
B. Biennially, beginning with the first washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
C. The Company shall furnish engineering and inspection services needed to maintain and repair the tank and tower during the term of this Contract. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.

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D. The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint. At the time the exterior requires repainting, the Company agrees to paint the tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the tank. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the **Oklahoma Department of Environmental Quality**, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.

E. A lock will be installed on the roof hatch of the tank.

F. The Company will provide emergency services, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the tank site.

G. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

H. The Company will furnish current certificates of insurance coverage to the Owner.

I. **Chemical Clean Service**.

1. During the washout/inspections, the Company will apply an NSF 60 approved chemical cleaning agent to the interior walls and floor surfaces of the Tank to treat mineral build-up and bio-film that form on the interior tank surfaces.

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2. **Contract Price/Annual Fees.** The tank shall receive an **exterior touch up, interior touch up and repairs** prior to the end of Contract **Year 1, but no sooner than July 21, 2014.** The first **five (5)** annual fees shall be **$18,165.00** per Contract Year. The annual fee for Contract **Year 6** and each subsequent annual fee shall be **$13,053.00** per Contract Year; however, in Contract **Year 9** and each third anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2012, Contract Year 1 for that contract would be April 1, 2012 to March 31, 2013, and Contract Year 2 for that contract would be April 1, 2013 to March 31, 2014 and so on.

3. **Payment Terms.** The annual fee for Contract **Year 1,** plus all applicable taxes, shall be due and payable **upon completion of exterior and interior touch up. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on July 1, of each Contract Year thereafter. Beginning in Contract Year 2, the annual fee can be paid either monthly, quarterly, semiannually, or annually. Owner shall circle the preferred billing frequency. If the Owner does not choose a preferred billing frequency, the Owner will be billed quarterly.** Furthermore, if the Owner elects to terminate this Contract prior to remitting the first **five (5)** annual fees, then the balance for work completed shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

4. **Structure of Tank.** The Company is accepting this tank under program based upon its existing structure and components. ***Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.***

5. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee. Any requested modifications shall be in writing and shall be submitted to Owner at least ninety (90) days prior to any anniversary date of the Contract.

The parties agree that the Company's annual fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for annual fees.

This Contract contains a contingency provision whereby the municipality or district is not obligated to make any payments, in any year, in an amount exceeding the income and revenue provided for such year.

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6. **Excluded Items:** This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at any time during the term of the Contract; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any latent defects of the tank or its components (i.e., corrosion from the underside of the floor plates); (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.

7. **Termination.** The Owner shall have the right to continue this Contract for an indefinite period of time providing payment of the annual fees is in accordance with the terms herein. This Contract is subject to termination by the Owner only if written notice of intent to terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attention: Customer Service, P O Box 1350, Perry, Georgia 31069.

8. **Assignment.** The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract.

9. **Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES.**

10. **Assignment of Receivables.** The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit, provided that Owner's obligations to make payment shall not be altered by any assignment.

11. **Miscellaneous Items.** No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

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12. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

13. Visual Inspection Disclaimer. This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company negotiate compensation for such work. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

This Contract signed this _____ day of _____, _____.

OWNER:

City of Clinton

By: _____

Title: _____

Print Name: _____

Witness: _____

Seal:

COMPANY:

Utility Service Co., Inc.

By: _____

Title: _____

Print Name: _____

Witness: _____

Seal:

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12/16/13

DEQ
OKLAHOMA
DEPARTMENT OF ENVIRONMENTAL QUALITY

STEVEN A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

December 03, 2013

Mr. Steve Hewitt, City Manager
Clinton, City of
PO Box 1177
Clinton, Oklahoma 73601-1177

Re: Permit No. SL000020130460
Robinson Addition
Facility No. s-10804

Dear Mr. Hewitt:

Enclosed is Permit No. SL000020130460 for the construction of 80 gpm lift station with backup generator and 2,434 linear feet of eight (8) inch PVC for sanitary sewer collection system and all appurtenances to serve the Robinson Addition, Custer County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on December 03, 2013. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the Clinton, City of, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

Wendy S. Sheets

Wendy S. Sheets
Construction Permit Section
Water Quality Division

WSS/RC/bg

Enclosure

c: Bill Kropf, Regional Manager, DEQ
BURNS FLAT DEQ OFFICE
Joseph M. Ridley, P.E., , C/O City of Clinton

STEVEN A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. SL000020130460

SEWER LINES

FACILITY No. s-10804

PERMIT TO CONSTRUCT

December 03, 2013

Pursuant to O.S. 27A 2-6-304, the Clinton, City of is hereby granted this Tier I Permit to construct 80 gpm lift station with backup generator and 2,434 linear feet of eight (8) inch PVC for sanitary sewer collection system and all appurtenances to serve the Robinson Addition, located in NW/4, NW/4, NE/4 of Section 34, T-12-N, R-17-W, Custer County, Oklahoma, in accordance with the plans approved December 03, 2013.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the "Oklahoma Pollutant Discharge Elimination System Standards - OPDES" (OAC 252:606) rules and to comply with the state certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.

2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.

3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.

4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3) of the standards for Water Pollution Control Facility Construction.

5) That tests will be conducted as necessary to insure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.

6) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.

PERMIT No. SL000020130460

SEWER LINES

FACILITY No. s-10804

PERMIT TO CONSTRUCT

7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.

8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.

10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.

11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (GP-005) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.

12) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.

13) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).

STEVEN A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. SL000020130460

SEWER LINES

FACILITY No. s-10804

PERMIT TO CONSTRUCT

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division WSS

STEVEN A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

December 03, 2013

Mr. Steve Hewitt, City Manager
Clinton, City of
PO Box 1177
Clinton, Oklahoma 73601-1177

Re: Permit No. WL000020130459
Robinson Addition
Facility No. 1010828

Dear Mr. Hewitt:

Enclosed is Permit No. WL000020130459 for the construction of 2,390 linear feet of six (6) inch PVC pipe for water line distribution and all appurtenances to serve the Robinson Addition, Custer County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on December 03, 2013. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the Clinton, City of, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Very truly yours,

Wendy S. Sheets

Wendy S. Sheets
Construction Permit Section
Water Quality Division

WSS/RC/bg

Enclosure

c: Bill Kropf, Regional Manager, DEQ
BURNS FLAT DEQ OFFICE
Joseph M. Ridley, P.E., , C/O City of Clinton

STEVEN A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

Permit No WL000020130459

WATER LINES

PWSID No. 1010828

PERMIT TO CONSTRUCT

December 03, 2013

Pursuant to O.S. 27A 2-6-304, the Clinton, City of is hereby granted this Tier I Permit to construct 2,390 linear feet of six (6) inch PVC pipe for water line distribution and all appurtenances to serve the Robinson Addition, located in NW/4, NW/4, NE/4 of Section 34, T-12-N, R-17-W, Custer County, Oklahoma, in accordance with the plans approved December 03, 2013.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.

2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.

3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.

4) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.

5) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].

STEVEN A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

Permit No WL000020130459

WATER LINES

PWSID No. 1010828

PERMIT TO CONSTRUCT

6) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.

7) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

8) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.

9) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.

10) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (GP-005) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.

11) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.

12) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.

13) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.

STEVEN A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

Permit No WL000020130459

WATER LINES

PWSID No. 1010828

PERMIT TO CONSTRUCT

14) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(8)(A) and OAC 252:626-19-2(8)(B), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling in accordance with Water Pollution Construction Standard OAC 252:656-5-4(c)(3).

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division WSS

PUBLIC NOTICE OF A REGULAR MEETING
OF THE INDUSTRIAL AUTHORITY
TUESDAY, DECEMBER 17, 2013 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer /Pledge Dan Day, Ministerial Alliance
3. Consent Agenda
    A. Consider Approval of Minutes on December 3, 2013
4. Action Items:
    A. Discussion with Legal Counsel regarding pending litigation regarding Mega Contractors, LLC including an Executive Session as authorized by 25 O.S. ss 307B(4).
    B. Presentation and Consideration of 2012-2013 Audit
5. Trustee's Report
6. City Manager's Report
7. Audience Participation
8. Adjournment
    A. Proceed to City Council agenda

Filed this13th day of December, 2013. Posted on the bulletin board in the lobby of the Clinton City Hall on December 13, 2013 at 1:30 p.m.

MINUTES OF INDUSTRIAL AUTHORITY MEETING
DECEMBER 3, 2013

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Industrial Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, December 3, 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 November 27, 2013.

Chairman Seth Adams called the meeting to order with the following present;

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Wheeler Lowry, Jason Hulin, Lucas Martinez
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green
OTHERS: Kris Wermy, Gene McCullough, Stephen Jones, Randy Carpenter, Curtis Maloy, Conan Wilson, L.R. Sights, Danny George and others.

Fire Chief Randy Carpenter opened the meeting with prayer and Trustee Wheeler Lowry led the Pledge of Allegiance

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of November 19, 2013
B. Consider claims

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

Chairman put the motion to a roll call vote:

Aye: Hulin, Lowry, Martinez, Rodolph, Adams
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER STAFF RECOMMENDATION ON BIDS FOR ROBINSON ADDITION ROADWAY

City Manager Steve Hewitt reported that staff had reviewed the one bid submitted by Circle S Paving for $144,154.00 and recommended the acceptance.

Motion was made by Trustee Rodolph and seconded by Trustee Hulin to approve staff recommendation to accept the bid for Robinson Addition Roadway from Circle S Paving for $144,154.00.

Chairman put the motion to a roll call vote:

Aye: Rodolph, Hulin, Martinez, Lowry, Adams
Nay: None

Chairman declared the motion carried.

4B. CONSIDER CHANGE ORDER #3 WITH MEGA CONTRACTORS FOR FIRE STATION

City Manager Steve Hewitt explained that there are cracks that have developed in the Fire Station Administration flooring. He said they are not structural issues but they are not acceptable. The change order is for covering of ceramic tile. He said there are local contractors that can install the tile under City authorization and control. He said this would offer a credit of $8,889.84.

Motion was made by Trustee Rodolph and seconded by Trustee Lowry to approve Change Order #3 in the amount of ($8,889.84) with Mega Contractors for the Fire Station.

Chairman put the motion to a roll call vote:

Aye: Rodolph, Lowry, Martinez, Hulin, Adams
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 5 TRUSTEES REPORT

Trustee Hulin asked about the utility service for Robinson Addition and for the motel.

Public Works Director Stephen Jones said they are waiting on the manhole for the sewer line for the motel.

City Manager Steve Hewitt said he spoke with Joe Ridley who reported that he had submitted additional information to Oklahoma Department of Environmental Quality for Robins Addition and we are waiting on the permit. He said that David Fawver would be working on both projects but he would start work at the motel first.

AGENDA ITEM NO. 6: CITY MANAGER'S REPORT

City Manager Steve Hewitt provided a letter from Norman Seaberg of Clinton Affordable Housing Partners, LP regarding the proposed 40 unit housing project. He explained this is subsidy housing and he does not have a recommendation. He said this is for information only and the first written correspondence the City of received.
He said they are requesting city water but are in need of a resolution from Custer County.

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Trustee Hulin and seconded by Trustee Martinez to adjourn the meeting.

Mayor put the motion to a roll call vote:

Aye: Hulin, Martinez, Lowry, Rodolph, Adams
Nay: None

Chairman declared the meeting adjourned at 6:25pm.

PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, DECEMBER 17, 2013 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer /Pledge Dan Day, Ministerial Alliance
3. Consent Agenda
    A. Consider Approval of Minutes on December 3, 2013
4. Action Items:
    A. Presentation and Consideration of 2012-2013 Audit
    B. Consider Disability Retirement with Oklahoma Municipal Retirement Fund for Rhonda Williams
5. Council Report
6. City Manager's Report
7. Audience Participation
8. Adjournment

Filed this 13th day of December, 2013. Posted on the bulletin board in the lobby of the Clinton City Hall on December 13, 2013 at 1:30 p.m.

MINUTES OF THE CLINTON CITY COUNCIL
DECEMBER 3, 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, December 3, 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 Wednesday, November 27, 2013.

Chairman Seth Adams called the meeting to order with the following present.

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Wheeler Lowry, Jason Hulin, Lucas Martinez
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green
OTHERS: Randy Carpenter, Kris Wermy, Gene McCullough, Stephen Jones, Curtis Maloy, Danny George, Conan Wilson, L.R. Sights and others.

Fire Chief Randy Carpenter opened the meeting with prayer and Councilman Wheeler Lowry led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of November 19, 2013
B. Consider Claims

Motion was made by Councilman Lowry and second by Councilman Hulin that Consent Agenda Item No. 3 (a-b) be approved.

Mayor put the motion to a roll call vote:

Aye: Lowry, Hulin, Martinez, Rodolph, Adams
Nay: None

Mayor declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

None

AGENDA ITEM NO 5.COUNCIL REPORT

None

AGENDA ITEM NO. 6: MANAGER'S REPORT

None

AGENDA ITEM NO. 7 : AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 8: ADJOURNMENT

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

Mayor put the motion to a roll call vote:

Aye: Hulin, Martinez, Lowry, Rodolph, Adams
Nay: None

Mayor declared the meeting adjourned at 5:38 p.m.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: OMRF Early Retirement –Rhonda Williams

Staff Source: City Manager, Steve Hewitt

Date: December 13, 2013

Background/Subject Information:

Rhonda Williams, due to health issues is forced to retire early. She has submitted her information to OMRF (Oklahoma Municipal Retirement Fund) for early retirement. Council approval is required for the application to be finalized with OMRF.

Recommendation:

Staff recommends. Council has accepted and approved past requests.

Price/Cost:

PUBLIC NOTICE OF A REGULAR MEETING
OF THE RECREATIONAL AUTHORITY
TUESDAY, DECEMBER 17, 2013 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer /Pledge Dan Day, Ministerial Alliance
3. Consent Agenda:
    A. Consider approval of minutes for December 3, 2013
4. Action Items:
    A. Consider appointment of board member to the Golf Advisory Board
    B. Presentation and Consideration of 2012-2013 Audit
5. Trustee Report
6. City Manager's Report
7. Audience Participation
8. Adjournment

Filed this 13th day of December, 2013. Posted on the bulletin board in the lobby of the Clinton City Hall on December 13, 2013 at 1:30 p.m.

MINUTES OF RECREATIONAL AUTHORITY MEETING
DECEMBER 3, 2013

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Recreational Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, December 3, 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 November 27, 2013.

Chairman Seth Adams called the meeting to order with the following present;

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Wheeler Lowry, Lucas Martinez, Jason Hulin
CITY MANAGER: Steve Hewitt
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green
OTHERS: Kris Wermy, Gene McCullough, Stephen Jones, Curtis Maloy, Danny George, Randy Carpenter, Conan Wilson, L.R. Sights and others.

Fire Chief Randy Carpenter opened the meeting with prayer and Trustee Lowry led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of November 5, 2013
B. Claims

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

Chairman put the motion to a roll call vote:

Aye: Hulin, Lowry, Martinez, Rodolph, Adams
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER APPOINTMENT OF TWO BOARD MEMBERS TO THE GOLF ADVISORY BOARD

City Manager Steve Hewitt reported that two board members, Luke Adams and Jack Abbott would be completing their terms on the Golf Advisory Board on December 20, 2013. He said that Adams was willing to serve another term but that Abbott did not want to serve another term.

Motion was made by Trustee Rodolph and seconded by Trustee Hulin to reappoint Luke Adams to the Golf Advisory Board for a three year term.

Chairman put the motion to a roll call vote:

Aye: Rodolph, Hulin, Lowry, Martinez
Abstain: Adams
Nay: None

Chairman declared the motion carried and said he would bring a recommendation for the other opening.

AGENDA ITEM NO. 5 TRUSTEES REPORT

None

AGENDA ITEM NO. 6: CITY MANAGER'S REPORT

None

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Trustee Hulin and seconded by Trustee Martinez to adjourn the meeting.

Chairman put the motion to a roll call vote:

Aye, Hulin, Martinez, Rodolph, Lowry, Adams
Nay: None

Chairman declared the meeting adjourned at 5:45 p.m.